



NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" for the specific purpose of "Provision of Virtual Desktop Infrastructure Solution" discussions in respect of the same with "IBA" before the determination of Provision of Virtual Desktop Infrastructure Solution to provide with any/all other relevant details for presentation to "IBA" for Provision of Virtual Desktop Infrastructure Solution. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to Provision of Virtual Desktop Infrastructure Solution to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with the Head of ICT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Provision of Virtual Desktop Infrastructure Solution.
- 1.3 This Agreement shall be in effect from January _____, 2022 for a 3-year subscription and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 "THE SERVICE PROVIDER" will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge the supervision of the supplies and to check the execution of Provision of Virtual Desktop Infrastructure Solution under the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from the concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide Virtual Desktop Infrastructure Solution with Hyper-Converged Infrastructure Architecture directly on official address of IBA Karachi to Syed Muhammad Wajeeh Zaidi at his email address smwzaidi@iba.edu.pk
- 2.5 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.6 No pirated/forged/tampered material would be accepted. In a later stage/period, if found, the supplier would be penalized according to the prevailing rules of the country.



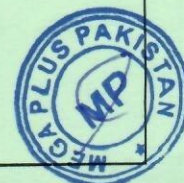
- 2.7 All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered are not conforming to the specifications and bill of quantity, the licenses will not be accepted.
- 2.8 End to end deployment of the procured product.
- 2.9 Free software updates and upgrades during the licensing period. Valid for (03) Three years.
- 2.10 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.
- 2.11 THE SERVICE PROVIDER should provide training & Product Certification for 2 Participants in the Principal authorized training centre.
- 2.12 The software must not be produced/integrated/configured/developed in the country India or Israel.
- 2.13 THE SERVICE PROVIDER shall indemnify & hold the IBA harmless against all the third party(ies) claim(s) of infringement of patents, trademark or industrial decision rights arising from the use of the service(s) or any part thereof.
- 2.14 THE SERVICE PROVIDER shall be responsible for the Onsite Configuration & Installation. Moreover, for any up-gradation/change in the IBA network during the contract period, the service provider will provide support and maintenance related to the provided software without any additional cost.
- 2.15 THE SERVICE PROVIDER will be responsible for Complete end to end deployment and the smooth functioning acquired the software, Hardware as per BOQ.
- 2.16 THE SERVICE PROVIDER shall provide patches/upgrades of the appliance during the contract period without any extra cost to IBA.
- 2.17 THE SERVICE PROVIDER shall provide onsite support.
- 2.18 THE SERVICE PROVIDER shall provide 3 years software upgrade & 24x7 technical support with unlimited incident logging through Email, Phone and Web directly from the OEM without any additional cost.
- 2.19 THE SERVICE PROVIDER shall provide 3 Years Hardware Warranty backed by OEM for both Servers and Thin Clients.

Article III **REMUNERATION**

- 3.1 The cost offered by the SERVICE PROVIDER is Rs. 7,415,348.60 (inclusive of all taxes) for the Provision of Virtual Desktop Infrastructure Solution vide tender # IT/08/21-22 variation may occur. Details of items are appended below:

A) Software Specifications

Sr. #	Description
1.	Virtualization Management Software Brand: SANGFOR <ul style="list-style-type: none"> • High Availability Redundancy for Virtualization Management Platform • Role-Based Management with Permission Control • HTML5 Web Management • Centralized Control & Visibility • Future Scale-Out Up to 64 Nodes • Support centralized management for Compute & Storage



2	Compute Virtualization (Hypervisor) Brand: SANGFOR <ul style="list-style-type: none">• High Availability Between Nodes• VM Snapshot, VM Clone, VM vMotion• Distributed Resource Scheduler (DRS)• Distributed Switch by Using Cluster-Level Network Aggregation• Hardware Health Check to Monitor CPU, Memory, Network Interface Card, Hard Drive and RAID Controller	
3	Storage Virtualization Solution Brand: SANGFOR <ul style="list-style-type: none">• Compute Hypervisor• Support 2 Copies & 3 Copies Data Redundancy• Data Striping Technology• SSD Cache & SSD Data Tiering• Data Disk Balancing & Data Rebuilding• Support to Run Above Features with Minimum 100 Virtual Machines	
4	Virtual Desktop Backup Software Solution Brand: SANGFOR <ul style="list-style-type: none">• Fully Compatible with Compute Hypervisor• Full VM Level Backup• Support to Backup VMs in All Hardware Nodes• Incremental Backup Technology & Differential Backup Technology• Automated Schedule Backup (Weekly, Daily, Hourly and Secondly)• Support Backup Repository to Internal Virtual• Storage and External SAN Storage.• Support iSCSI, FC, Network File Sharing Protocol	
5	Virtual Desktop & Application Virtualization Solution Brand: SANGFOR <ul style="list-style-type: none">• Both Linux and Windows Virtual Desktop• To Provision Multiple Virtual Desktops to Single User• Template Update with Unified Applications or Updates Installed• Integration with Microsoft AD for Active Directory Login Authentication• Role-Based Policy for Different Virtual Desktop and User Binding• Centralize Power-On and Power-Off All Virtual Desktops According to Time Schedule• Centralize Turn-Off All Thin-Clients• Info Collection of Connected Thin-Client with Details such as Online Status, IP Address, Last Login User, Last Login Time, etc.• Software Client Installer to Connect Virtual Desktop from Windows OS, iOS, Android, etc.• Data Leak Protection on USB Storage such as "Read Only" & "Disabled"• File Exporting Audit with Report Center (Log All Files Information Transferred to External USB Storage)• Full Screen Transparent Watermark with Username• Virtual Desktop Data Drive Encryption• Protection Against Brute-Force Attack with Word Captcha• Virtual Applications such as Internet Explorer, Google Chrome, Microsoft Office etc• Access to Local Devices and Peripherals• Mechanisms to Optimize Network Bandwidth Utilization• The solution must support Two Factor Authentication• A single console for desktop/application virtualization management and user support• Centralized smart pooling and provisioning of virtual desktops• 50 Concurrent Users Supporting both Desktop (Windows and Linux and Application Virtualization in one Cluster.	
Total Software Charges (A)		Rs. 1,792,879.00
13% SST		Rs. 233,073.00
Sub Total (C)		Rs. 2,025,952.00



B) Hardware Specifications

Sr #	Description	Qty	Rate	Amount
1.	Virtual Desktop Infrastructure Thin-Clients Model: VDI-STD-200H-VGA Brand: SANGFOR <ul style="list-style-type: none"> Fully compatible with Quoted VDI Software Solution Minimum 4 Cores (1.6 GHz or better) Processor Minimum 6 x USB Port Minimum 1 x Composite Audio (Out) Minimum 1 x Composite Audio (In & Out) Minimum 1 x VGA Port Minimum 1 x Ethernet LAN 10Mb/100Mb Copper RJ45 Universal VESA Mount 	50 Units	19,790.10	989,505.00
2.	Virtual Desktop Infrastructure Servers <ul style="list-style-type: none"> Minimum 12 x 3.5" Disk Slot Chassis Minimum 2 x Intel Xeon Gold, 16 Cores (2.9 GHz) or better Minimum 10 x 32GB RDIMM or better Minimum 2 x 128G or better Enterprise-Grade SSDs (OS Disk) Minimum 2 x 480GB or better Enterprise-Grade SSDs (Cache Disk) Minimum 4 x 2TB 7.2K RPM or better SATA HDDs (Data Disk) Minimum 6 x GE and 2 x 10GE (Optical) Network Interfaces with Multimode SR Transceivers or better Redundant Power Supply 	02 Units	1,808,407.80	3,616,815.60
Total Hardware Charges (B)				Rs. 4,606,320.60
17% GST				Rs. 783,074.50
Sub Total (D)				Rs. 5,389,395.10
Grand Total (C+D)				Rs. 7,415,348.60

3.2 Liquidity damage @ 2% per month of the total agreed payment as per Purchase Order, of the total cost, will be imposed in case of delayed delivery/completion. "THE SERVICE PROVIDER" have to deliver the required number of Virtual Desktop Infrastructure Solution to IBA.

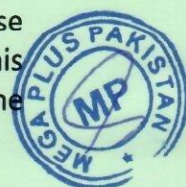
3.3 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".

3.4 Stamp Duty @ 0.35% of the cost of transaction/work order will be deposited in the Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.

3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV
ARBITRATION

4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter hereof shall be referred to the Registrar of the



IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article V
TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

Article VI
INDEMNITY

- 6.1 "THE SERVICE PROVIDER" in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SERVICE PROVIDER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII
NOTICE

- 7.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article VIII
PAYMENT TERM

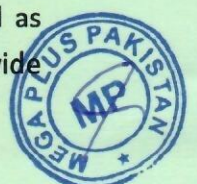
- 8.1 (a) 80% after the successful deployment of the acquired solution at IBA, Karachi.
8.2 (b) 20% remaining payment of the order value would be paid after three months from the signing of the final acceptance. All payments shall be released after the submission of the commercial invoice.

Article IX
RENEWAL

- 9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article X
INTEGRITY PACT

- 10.1 Its intention is not to obtain the Provide & Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 10.2 Without limiting the generality of the forgoing the M/s Megaplust Pakistan, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide



& Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- 10.1 M/s Megaplust Pakistan accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instruments, be stand void at the discretion of the IBA.
- 10.2 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI

Delivery Time

- 11.1 The services with supplies should start delivering at IBA within 08 to 12 weeks after receiving of Purchase / Work Order.

Article XII

MISCELLANEOUS

- 12.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 12.2 The validity of the contract will be effective from the date of issue of the Purchase Order.
- 12.3 All terms and conditions of Tender vide # IT/08/21-22 will be an integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

IBA, Karachi

Name: Dr. Muhammad Asad Ilyas

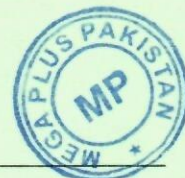
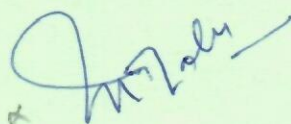
CNIC # _____

Address:

Registrar

Institute of Business Administration

Main Campus, University Road, Karachi



M/s. Megaplust Pakistan

Name: Syed Muhammad Asim Bokhari

CNIC # 17301-1508066-5

Address:

M44, P.E.C.H.S. Block-6

Main Razi Road, off Shahrah-e-Faisal,

Karachi

WITNESS:

1.

IBA, Karachi

Name: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2.

M/s. Megaplust Pakistan

Name: Muhammad Ali

CNIC # 42101-5094771-7

Address:

M44, P.E.C.H.S. Block-6

Main Razi Road, off Shahrah-e-Faisal,
Karachi



Focal Person IBA

Mr. Waheed Zaidi