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SYED NASIM JAWED IQBAL Stamp Vendor

Licence No: 72, Office in City Court  
Shed (A) Stamp Office, City Court  
Karachi-Pakistan

12 JUN 2019

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi  
12 JUN 2019

SR. NO. 20474  
ISSUED TO W  
THROUGH W  
PURPOSE  
VALUE RS. ATTACHED 4515 H.C.  
STAMP VENDOR SIGNATURE

**AGREEMENT**  
**Provide & Supply Licenses ENDPOINT PROTECTION**  
**(Antivirus)**

THIS AGREEMENT is executed at KARACHI, on this day June. 20<sup>th</sup>, 2019.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Premier Star Technology, having its office at # 316, 3<sup>rd</sup> Floor Ceasar Tower, Shahra-e-Faisal, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its



legal representatives, executors, successor and assigns), through its CEO TARIQ MAHMOOD, holding CNIC No. 14301-2772416-7 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) vide tender # IT/25/18-19 for the Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus)" and "THE SERVICE PROVIDER" have offered to render all kind of Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) including but not limited to the "Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus)" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.


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

#### WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus)" discussions in respect of the same with "IBA" before the determination of Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) to provide with any/all other relevant details for presentation to "IBA" for Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus). "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

#### Article I:

#### DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) 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 Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus).
- 1.3 This Agreement shall be in effect from June 20<sup>th</sup>, 2019 for 01 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 Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER". 
- 1.6 Delivery before June 30, 2019.



**Article II**  
**SCOPE OF PROFESSIONAL SERVICES:**

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide the Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) directly on official address of IBA , Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto: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 later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 End to end deployment of the procured product.
- 2.8 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.
- 2.9 Training of two IBA resources on the purchased product from OEM authorized training center.
- 2.10 SERVICE PROVIDER will ensure the following:
- 2.10.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired software as per BOQ.
- 2.10.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the licensing period.
- 2.10.3 THE SERVICE PROVIDER should provide training to two concerned staff of IBA for the proposed solution.



- 2.10.4 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
- 2.10.5 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
- 2.10.6 THE SERVICE PROVIDER shall provide onsite support.
- 2.10.7 THE SERVICE PROVIDER will also responsible for Complete Installation, configuration.
- 2.10.8 This contract would be for 1 year subscription.

**CALL LOGGING PROCEDURE:**

In case of any issue, call would be log to following email address / focal person

Email: [Support@pstechnology.ae](mailto:Support@pstechnology.ae)  
Phone: 021-32802699

Support Manager: Mr. Zafar Mehmood Cell: 00971559320958  
Account Manager : Mr. Syed Zaki Bilal Cell: 0343-2888-594

**Article III  
REMUNERATION**

3.1 The cost offered by the SERVICE PROVIDER is Rs. 3,742,899.00 (inclusive of all taxes) Provide & Supply Licenses ENDPOINT PROTECTION (Antivirus) vide tender # IT/25/18-19 variation may occurred. Details of items are appended below;

No	Requirements	QTY
Endpoint Protection for 1 Year		
1	Proposed product must have 20+ years expertise in anti-virus / malware research	1600
2	Proposed product must be in Visionaries Category (at least) of Gartner Magic Quadrant	
3	Principal must have a local representative or distributor in the country.	
4	Proposed endpoint solution must have Machine Learning Technologies	
5	The proposed solution must support secure communication between management server and endpoints	
6	Proposed Suggested solution must be able to detect following type of threats: - Viruses (including polymorphic), Worms, Trojans, Backdoors, Rootkits, Spyware, Adware, Ransomware, Keyloggers, Crimeware, Phishing sites and links, Zero-day vulnerabilities and other malicious and unwanted software	
7	Proposed solution must provide signature-less components with the ability to detect threats even without frequent updates. Protection must be powered by static machine learning (ML) for pre-execution stages. Dynamic machine learning for post-execution stages; kill-chain on endpoints and in the cloud for Windows server and workstations.	
8	Proposed solution must provide integration with same vendors' Endpoint Detection and Response (EDR), Anti-APT solution for active hunting for threats, and incident response automation.	



9	Proposed solution must also include the following components in every single agent installed on an endpoint: <ul style="list-style-type: none"><li>- Application, Web and Device control</li><li>- HIPS and Firewall</li><li>- Patch management (Microsoft &amp; non-Microsoft)</li><li>- Remote Troubleshooting</li><li>- Third Party Software Distribution</li><li>- SIEM Integration</li><li>- Encryption (Full Disk, File &amp; Folder, Removable Drive)</li></ul>	
Cloud Servers Protection for 1 Year		
1	Solution must have a single management console for the protection management on private and public cloud which includes Amazon Web Services (AWS) and MS Azure	50
2	Solution must have Hardware and Software Inventories and Licensing Management capabilities	
3	Solution required to be in accordance with the requirements of the General Data Protection Regulation (GDPR) for the protection of virtual infrastructures.	
4	Solution must have a protection for private cloud and public cloud which includes AWS and MS Azure.	
5	Protection against rootkits and auto dialers to paid sites.	
6	Support for VMware technology: vMotion, Distributed Resource Scheduler	
7	Support for Citrix technology: Virtual User Drive, Citrix Receiver, Multi-stream ICA, XenMotion Live Migration, Automated VM protection and recovery, Dynamic memory control.	
8	Support for Hyper-V technology: Live migration, Cluster shared volumes, Dynamic memory, Live backup.	

		M/s Premier Star Technology	
Item	Qty	Unit Price	Total
License End Point Protection	1600	1,814.00	2,902,400.00
License for Cloud Protection Servers	50	8,198.00	409,900.00
Total			3,312,300.00
SST			430,599.00
Total Amount with SST			3,742,899.00

3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Licenses ENDPOINT PROTECTION (Antivirus) to IBA.

3.3 Performance Security 5% of 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 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 thereof 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 anytime after issuing a 15 day's notice.

**Article VI:**  
**INDEMNITY**

- 6.1 "THE SERVICE PROVIDER" in its individual 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 successful deployment of 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.

**Article IX:**  
**INTEGRITY PACT**



9.1 The intention not to obtain the procurement / 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).

9.2 Without limiting the generality of the forgoing the M/s Premier Star Technology, 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 procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

9.3 M/s Premier Star Technology, 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 instrument, be stand void at the discretion of the IBA.

9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Premier Star Technology, 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 M/s Premier Star Technology, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### **Article X:** **MISCELLANEOUS**

10.1 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.

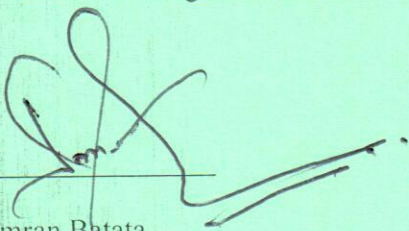
10.2 The validity of the contract will be effective from the date of issue of Purchase Order.

10.3 All terms and conditions of Tender vide # IT/25/18-19 will be the 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.

  
"IBA"  
NAME: Imran Batata

CNIC # \_\_\_\_\_


Address:  
Director, ICT Institute of Business  
Administration Main Campus  
University Road, Karachi

Witness:

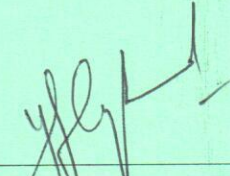
1.   
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

CNIC # \_\_\_\_\_

Address: \_\_\_\_\_

  
M/S Premier Star Technology  
NAME: **SYED FAKIR BILAL**  
CNIC # **42101-8921917-5**

Address:  
316, 3rd Floor Ceasar Tower,  
Shahra-e-Faisal, Karachi.

2.   
Premier Star Technology  
SYED FAKIR BIN JORBAL

CNIC# **42000-4247443-7**

Address: **A-338 BIK-J NORTH-**  
**NAZIMABAD KHI.**