

*Tender Fee: Rs. 5,000/-  
(Non-Refundable)*

# **TENDER FORM**

## **Tender # IT/23/23-24 Provide, Supply and Install Network Switches for HCI on C&F Basis**

**Date of Issue** : **March 5, 2024**  
**Last Date of Submission** : **March 21, 2024 (12:00 Noon)**  
**Date of Opening of Tender** : **March 21, 2024 (12:30 PM)**

**Company Name:** \_\_\_\_\_

**NTN:** \_\_\_\_\_, **SRB Registration Number:** \_\_\_\_\_

**GST Registration Number:** \_\_\_\_\_

**Pay Order / Demand Draft #** \_\_\_\_\_, **Dated:** \_\_\_\_\_

**Amount of Rs.** \_\_\_\_\_, **Drawn on Bank:** \_\_\_\_\_

**Notice Invitation Tender (NIT)****Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of Manufacturers/Firms/Companies/Distributors/Suppliers registered with relevant tax authorities, for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide, Supply and Install Network Switches for HCI on C&F Basis (IT/23/23-24 )	Single Stage One Envelope	2%
<b>Tender Fee and Dates</b>		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	March 5, 2024, from 09:00 AM	
▶ <i>Issuance end date &amp; time:</i>	March 21, 2024, till 12:00 Noon	
▶ <i>Submission date &amp; time:</i>	March 5, 2024, till March 21, 2024, from 9 AM to 12 Noon	
▶ <i>Opening date &amp; time:</i>	March 21, 2024, at 12:30 PM	

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date & venue in the presence of the bidder's representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

**REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders>

SPPRA Website: <https://ppms.pprasinth.gov.pk/PPMS/public/portal/notice-inviting-tender>

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## **1. Introduction**

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated on IBA & SPPRA websites and leading newspapers on March 5, 2024, for "Provide, Supply and Install Network Switches for HCI on C&F Basis".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA & several prominent American professors were assigned to IBA. The course contents, the curriculum, the pedagogical tools & the assessment & testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards & academic traditions it had inherited from Wharton & USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime & basic specifications through this transaction.

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query

Thank you.

-sd-

**Registrar**

## 2. Instructions

### a) Sign & Stamp

It is necessary to fill in the Tender Form meticulously and sign & stamp every page. Moreover, attach the required supporting documentation according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on the IBA's Website.

### b) Filling out Tender Form

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper & clearly mention the item/column name or number etc that referred to the column/item of the Tender Form.

### c) Collection of Tender

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from March 5, 2024, to March 21, 2024, from working 09:00 AM to 12:00 Noon.

### d) Tender Number

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of bid or proposal as per Rule-25(i) of said rules.

### e) Communication

Any request for clarification regarding technical specifications should be submitted in writing to:

Contact Person (IBA): Executive Procurement - ICT  
Institute of Business Administration,  
Main Campus, University Enclave, Karachi  
Tel #: 021 38104700; Ext 2155  
Email: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk)

### f) Submission of Documents and Address

Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 12:00 Noon on March XX, 2024. **Tender Documents received by fax or email will not be accepted.**

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Stamp & Signature

**g) Date of Opening of Tender**

The bid will be opened on March 21, 2024, at 12:30 PM in the presence of representative bidders who may care to attend.

**h) Rights**

Competent authorities reserve the right to accept or reject any quotation/ tender without any reason thereof.

**i) Bid Price**

Bid Price should include the following;

- a. Cost & Freight of Goods
- b. Insurance charges
- c. Charges for Custom Clearance at Karachi Port
- d. LC charges
- e. Sales tax and additional sales tax (if applicable)

**j) Import Duties & Taxes**

Import duties and taxes (where applicable) will be borne by the IBA Karachi. The successful bidder will submit the invoice/bill of the same for reimbursement.

**k) Bidder's Responsibility**

Bidder shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include the cost of labour for unloading consignment to the designated warehouse. Labour will be provided by the bidder.

**l) Location of Deliveries**

Supply will be delivered at IBA Store Main Campus, University Enclave, University Road, Karachi.

**m) Clarification / Proof**

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer /firms/companies /distributors/ suppliers should also provide a copy of the certificate(s) etc as proof of their claim.

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the procurement:** Provide, Supply and Install Network Switches for HCI on C&F Basis
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** 45 (Forty-Five) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date to submit the tender document in a sealed envelope is March 21, 2024, by 12:00 Noon in the tender box placed at Gate no. 04, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 12:30 PM in the presence of representatives who may care to attend.
- (g) **The venue, Time, and Date of Bid Opening:** The tender will be opened on March 21, 2024, at 12:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** In the event of a delay in delivery at supplier's fault, the supplier shall inform the purchaser before the expiry of the such period giving reasons or justification for the delay. However, the purchaser reserves the right to take the following actions:
- i. Evaluate the request for an extension in the delivery period as per its merit and may consider an extension in the delivery period or otherwise.
  - ii. May cancel the contract.
  - iii. Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (i) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (j) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount (in words and figures):** \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

#### **4. Terms & Conditions**

##### **a) Bid Security**

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of the bid, should be submitted along with the tender documents.

##### **b) Performance Security**

Successful bidder should provide 5% Performance Security of the total value of the Purchase Order / Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of the contract.

##### **c) Validity of the Tender**

All prices shall remain valid for 45 days from the closing date of the Tender. However, the Bidders are encouraged to state a longer period of validity for the proposal.

##### **d) Currency**

The prices in the proposal shall be quoted in foreign currency (for hardware) and in PKR (for software licenses). For comparison of bids for Hardware Items, quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan.

##### **e) Ownership**

The ownership of all products and services rendered under any contract arising as a result of this tender will be the sole property of IBA.

##### **f) Arbitration and Governing Law**

This tender and any contract executed according to this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Bidders responding to this tender and parties to any contract executed according to this tender shall submit to the exclusive jurisdiction of the Pakistani Courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

##### **g) Acceptance of Tender**

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit which the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

##### **h) Support Capabilities**

The Bidders should indicate the support capabilities for all the hardware and software provided during the warranty.

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Stamp & Signature



**i) Compliance with specifications**

The Bidders shall provide information as per requirements given in BoQ. However, Bidders can submit multiple solutions. Bidders may not propose/supply any kind of refurbished/substandard hardware equipment/components in their proposals.

**j) Bid Evaluation:**

The bid will be considered the Most Advantageous Bid on most closely conforming to evaluation criteria and other conditions specified in the bidding document and having the lowest evaluated cost.

**k) Cancellation**

IBA reserves the right to cancel any or all of the above items if the material is not per its specifications or if the delivery is delayed.

**l) Invoice**

The invoice/bill should be submitted to the Procurement Department.

**m) Stamp Duty**

A stamp duty of 0.35% against the total value of the Purchase/Work Order will be levied accordingly.

**n) Delivery Time**

12 to 14 weeks from the LC establishment.

**o) Payment Terms**

- i. For Hardware: Payment will be made through LC in the name of the Principal / Authorized Distributor to be mentioned in the bidding documents. LC value will be released on 90-day usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.
- ii. For Software Licenses: Payment will be made within 30 working days after the submission of the invoice and delivery of hardware and software.

**p) Source and Nationality Requirements**

The country for this procurement is Pakistan. Bidder may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the countries i.e., INDIA & ISRAEL.

**q) Shipping/Dispatch Instructions**

Shipping will be made by the supplier preferably through the National Vessel/Airline. Shipment by INDIA or ISRAELI Vessel/Airline is not allowed.

The partial shipment of hardware items will not be allowed; the complete material must be shipped as one consignment.

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Stamp & Signature

**r) Inspection/Testing**

The material of this order is subject to final inspection from the Competent Authority / Technical Team at the time of delivery.

**s) Secrecy & Confidentiality**

All stakeholders will be responsible for maintaining secrecy/confidentiality of information/ Data shared during all stages of Bidding/ Contract.

**t) Packing & Transportation**

All Equipment shall be individually packed in standard packing provided by the manufacturer for onward transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.

**u) Default**

If the Bidder fails to timely deliver items/services as per BoQ, IBA, Karachi reserves the right to penalize and may also terminate the contract.

**v) Force Majeure**

The Supplier shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

**w) Increase in Price**

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

\_\_\_\_\_  
Stamp & Signature

## 5. **Integrity Pact**

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. \_\_\_\_\_, the Bidder hereby declares that:

- (a) Its intention is not to obtain the Provide, Supply and Install 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).
- (b) Without limiting the generality of the forgoing the Bidder 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 and Install or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder 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, stand void at the discretion of the IBA.
- (d) 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 and Install/work/service or other obligation or benefit in whatsoever from the IBA.

### **Note:**

**This integrity pact is a mandatory requirement other than auxiliary services/works.**

\_\_\_\_\_  
Stamp & Signature

## **6. Project Summary**

Institute of Business Administration, Karachi (IBA) requires 'Provide, Supply and Installation of Network Switches for HCI on C&F Basis', as per 'Scope of Work' and 'Bill of Quantity' in this bidding document.

- a) Equipment and components, as mentioned in the Bill of Quantity.
- b) Technical support and updates.
- c) Necessary software with licenses and support for three years.
- d) Onsite comprehensive warranty for three years.

## **7. Scope of Work**

- The scope of this bid, and its subsequent order, is to provide Supply, installation, Support/warranties (03 years) of equipment and components with transport and labour charges included in the Bill of Quantity.
- The selected bidder will be responsible for responding as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this Bill of Quantity.
  - 24x7 on-site support with 2 hrs initial response time.
  - 24x7 on-site support with 4 hrs turnaround time.
- The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
- The bidder must be responsible for deploying and migrating all existing services to the provided switches.
- An onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in the Bill of Quantity (if necessary) without any additional cost.

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Stamp & Signature

## 8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria	Remarks Yes / No
1	Last 3 years' turnover with a minimum of 30 million (per year) as Audited Financial Statement and Annual Return.	
2	Sales tax/NTN certificates with last month's return copy of both FBR and SRB certificates at the time of submission of the bid.	
3	Authorized Partnership/Reseller/Distribution/OEM Certificate.	
4	Successful completion of at least three (03) similar projects completed in the last three years (at least one in each year). Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	

**Note: Bidder must submit all the Supporting Documents for evaluation**

\_\_\_\_\_  
Stamp & Signature

### 9. Bill of Quantity

#### a. Provide, Supply and Install Network Switches for HCI

S. No	Description	Qty	Unit Price	Total Amount
1	<b>Network Switch for HCI Solution</b> 24 Port 10GE Aggregation Switch for HCI (Fully Populated) Cloud Engine S6730-H24X6C-V2 (C13_Britain) , S6700 Series Ethernet Switches Brand: Huawei or compatible equivalent			
	<b>Mainframe</b> Part Number: 02354HHV Model: S6730-H24X6C-V2 (24*10GE SFP+ ports, 6*40GE QSFP28 ports, optional license for upgrade to 6*100GE QSFP28, without power module)	4		
	<b>AC Power Module</b> 600W (Back to Front, Power panel side exhaust) Part Number: 02312FFU-002, Model: PAC600S12-EB	8		
	<b>License Control Item</b> Part Number: 88037BNN, Model: L-MLIC-S67H S67XX-H Series Basic SW, Per Device	4		
	<b>SFP+ High-Speed Cable</b> Part Number: 02310MUP, Model: SFP-10G-CU3M Direct-attach, Cable Length: 3 m SFP+20M, CC2P0.254B(S), Used indoor	4		
	<b>Campus Fixed Switch Spares</b> Part Number: 02310MUH, Model: QSFP-40G-CU3M QSFP+, 40G, High-Speed Direct-attach Cables, 3m, QSFP+38M, CC8P0.32B(S), QSFP+38M, Used indoor	4		
	<b>Campus Fixed Switch Spares</b> Part Number: 02318169, Model: OMXD30000 Optical Transceiver, SFP+,10G Multi-mode Module (850nm, 0.3km, LC)	104		
<b>Total Amount (please refer to Article "Instruction" clause "i")                      (C&amp;F Foreign Currency)</b>			Currency: _____	
		<b>Sales Taxes</b>	<b>(if applicable)</b>	
		<b>Additional Sales Taxes</b>	<b>(if applicable)</b>	
		<b>Grand Total Amount in Foreign Currency</b>		

Stamp & Signature

Total Amount C&F Foreign Currency (*in words*) \_\_\_\_\_

**To be filled by IBA, Karachi (as per clause 4(d))**

Total Amount PKR (*in words*) \_\_\_\_\_

**b. Software**

S. No.	Description	Qty	Unit Price	Total Amount
2	CloudEngine S6730-H24X6C-V2 (C13_Britain)_Site1 Part Numer: 88134UGQ-4SU Model: 02354HHV_88134 Licenses-S6700 Series Ethernet Switches S6730-H24X6C-V2(24*10GE SFP+ ports, 6*40GE QSFP28 ports, optional license for upgrade to 6*100GE QSFP28, without power module)_Co-Care Standard S6730-H24X6C_36Month(s)	4		
			<b>Total Amount in PKR</b>	
			<b>18% GST (if applicable)</b>	
			<b>13% SST (if applicable)</b>	
			<b>Grand Total Amount in PKR</b>	

**Grand Total Rupees (*in words*)** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Tel # \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature



## 10. General Conditions of Contract

**THIS SERVICE LEVEL AGREEMENT** is made at Karachi on this \_\_\_\_ day of \_\_\_\_\_, 2024, and will commence \_\_\_\_\_ (Effective Date) till \_\_\_\_\_ (Termination Date), in the continuation of contracts Bid Nos. IT/23/23-24, for the 'Provide, Supply and Install Network Switches for HCI on C&F Basis'.

### BY AND BETWEEN

**Institute of Business Administration Karachi**, an Educational Institution formed and exists under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occurs in these presents shall mean and include its successors-in-interest, executors and assigns) of the **One Part**;

### AND

**M/s** \_\_\_\_\_, incorporated under the laws of Islamic Republic of Pakistan and having its registered head office at \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as "**SERVICE PROVIDER**" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the **Other Part**.

(IBA and the M/s \_\_\_\_\_ shall hereinafter collectively be referred to as the "**Parties**" and singly as "**Party**").

### RECITALS

#### WHEREAS:

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) The M/s \_\_\_\_\_ has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the M/s \_\_\_\_\_, IBA has agreed to avail the Services from the M/s \_\_\_\_\_ on the terms and conditions as set out in this Agreement.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

### Article I

#### DUTIES & SCOPE OF WORKS

- 1.1 This service includes the "Provide, Supply and Install of Network Switches for HCI on C&F Basis", discussions with "IBA" before the determination of the scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide, Supply and Install of Network Switches for HCI' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

- 1.3 "THE SERVICE PROVIDER" will coordinate their work with the Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed 'Provide, Supply and Install of Network Switches for HCI on C&F Basis'.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if occurred, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with a prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 "THE SERVICE PROVIDER" shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within the agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. "THE SERVICE PROVIDER" is also bound to arrange at least 15% of the hardware inventory as a backup in the company office.
- 1.10 "THE SERVICE PROVIDER" shall be bound to monitor the maintenance and repair work and furnish a complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.11 The maintenance contract shall be with parts (without consumable parts), services and labour.
- 1.12 Service of all the equipment shall be carried out. The service plan shall be discussed with IBA authorities before its execution. The plan was provided by IBA authorities.
- 1.13 All faulty parts are covered under this agreement and replaced with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from the company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 "THE SERVICE PROVIDER" must provide backup units if original equipment requires repair. If "THE SERVICE PROVIDER" fails to do so, a penalty of 2% of the total contract amount per day, until the backup unit is delivered to IBA or the original unit is returned to IBA after performing required maintenance/replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this SLA shall be inspected by the "THE SERVICE PROVIDER", before signing this agreement, to ensure that the operating conditions of the equipment are duly fulfilled.

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

- 2.1 "THE SERVICE PROVIDER" will 'Provide, Supply and Install of Network Switches for HCI on C&F Basis' at IBA Main Campus at, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledges the periodic supervision of the supplies and to check the execution of equipments in accordance with the description & specification.
- 2.3 "THE SERVICE PROVIDER" hereby agree and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.4 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if occurred, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mention to discourage work through child labour.
- 2.6 "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.
- 2.7 This Agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_ and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.

**Article III**  
**REMUNERATION**

- 3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. \_\_\_\_\_/- total for three-years (inclusive of all taxes) 'Provide, Supply and Install of Network Switches for HCI on C&F Basis', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 **Payment Terms**
- 3.2.1 For Hardware: Payment will be made through LC in the name of the Principal / Authorized Distributor to be mentioned in the bidding documents. LC value will be released on 90-day usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.
- 3.2.2 For Software Licenses: Payment will be made within 30 working days after the submission of the invoice and delivery of hardware and software.
- 3.3 **Liquidated Damages**
- (a) In case of breach of SLA calculation will be done as per the table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per the following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.4 Performance Security 5% of the total amount of Purchase Order will be provided by “THE SERVICE PROVIDER”.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction/purchase/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.
- 3.6 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

#### **Article IV**

#### **ANNUAL SUPPORT & MAINTENANCE TERMS**

- 4.1 The Annual Agreement of ‘Provide, Supply and Install of Network Switches for HCI on C&F Basis’ shall include the following activities;
- a. 03 years maintenance support with parts, for all the equipment listed in BoQ.
  - b. The Bidder will be required to undertake SLA of ‘Provide, Supply and Install of Network Switches for HCI on C&F Basis’ with support and maintenance and related components.
  - c. The Bidder will provide Back to back support for items mentioned in the BoQ from principal.

#### **Article V**

#### **FUTURE DEVELOPMENTS AND UPGRADES**

- 5.1 “THE SERVICE PROVIDER” shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

#### **Article VI**

#### **DATA PROTECTION**

- 6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the “THE SERVICE PROVIDER” shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuses, and that only “THE SERVICE PROVIDER” personnel designated for Services have access to the Data.
- 6.2 “THE SERVICE PROVIDER” shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- (a) Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done

- which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for this Agreement; and
- (b) Use the Data only to fulfil its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with the use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - (c) Not disclose the Data without the written authority of IBA (except to fulfil its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to "THE SERVICE PROVIDER" within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - (d) Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - (e) Take all reasonable steps to ensure the reliability of the personnel who will have access to any Data and ensure that any employee of "THE SERVICE PROVIDER" (or of any of the SERVICE PROVIDER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead "THE SERVICE PROVIDER" (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
  - (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is following this Agreement and to make the changes suggested (at the SERVICE PROVIDER's cost) unless "THE SERVICE PROVIDER" can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
  - (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
  - (h) "THE SERVICE PROVIDER" acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.

**Article VII**  
**ADD-ON EQUIPMENT**

7.1 Any equipment or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific equipment shall be added in the Agreement.

**Article VIII**  
**SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER**

8.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

- 8.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, "THE SERVICE PROVIDER" shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 8.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.
- 8.4 Under this agreement any hardware becomes faulty, will be replaced by "THE SERVICE PROVIDER" provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 8.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then "THE SERVICE PROVIDER" will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 8.6 "THE SERVICE PROVIDER" will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

**Article IX**  
**ARBITRATION**

- 9.1 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 X**  
**FORCE MAJURE**

- 10.1 "THE SERVICE PROVIDER" shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

**Article XI**

**RENEWAL**

- 11.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of three years if the IBA, Karachi and "THE SERVICE PROVIDER" agree so.
- 11.2 Initial contract is for three years, which can be extended to further one year but not more than three years based on the bidder performance. However, Terms & Conditions of the agreement would remain same.

**Article XII**  
**TERMINATION**

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

**Article XIII**  
**INDEMNITY**

- 13.1 "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 XIV**  
**NOTICE**

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

**Article XV**  
**INTEGRITY PACT**

- 15.1 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).
- 15.2 Without limiting the generality of the forgoing "THE SERVICE PROVIDER", 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.
- 15.3 "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. 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.

15.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER, 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 SERVICE PROVIDER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

**Article XVI**  
**MISCELLANEOUS**

16.1 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.

16.2 The validity of the contract will be effective from the date of issue of Purchase / Work Order or Letter of Acceptance.

16.3 All terms and conditions of tender vide # IT/23/23-24 will be the integral part of this agreement and can't be revoked.