0 7 SEP 2018

3 1 OCT 2018 RUPEES ONE HUNDRED ONLY

OFFICE SUPERINTENDENT
Stamp Office, City Court

AGREEMENT
WEB FILTERING APPLIANCES

THIS AGREMENT is executed at KARACHI, on this day October... Nov 05..., 2018.

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 DWP Technologies (Pvt) Ltd, having its office at # 11, First Floor, Mandviwalla Chambers, Talpur Road, Karachi, hereinafter referred to as "**SUPPLIER**" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Waseem Sher**, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply of Web Filtering Appliances vide tender # IT/07/18-19 for the Provide & Supply of Web Filtering Appliances (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Supply of Web Filtering Appliances" and "THE SUPPLIER" have offered to render all kind of Provide & Supply of Web Filtering Appliances (including but not limited to the "Provide & Supply of Web Filtering Appliances" 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:

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of "Provide & Supply of Web Filtering Appliances" discussions in respect of the same with "IBA" before the determination of Provide & Supply of Web Filtering Appliances to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to "IBA" for Provide & Supply of Web Filtering Appliances. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth. The 'Terms of Conditions' of Tender Document are the integral part of this agreement

Article I
DUTIES & SCOPE OF WORK AND AGREEMENT

1.1 This Agreement includes, the "Provide & Supply of Web Filtering Appliances", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".

1.2 "THE SUPPLIER" agrees to provide any/all kind of Services(s) & Work(s) of Provide & Supply of Web Filtering Appliances to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

1.3 "THE SUPPLIER" will coordinate their work with Sr. Manager IT, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Provide & Supply of Web Filtering Appliances.

1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

1.5 "THE SUPPLIER" will visit the Purchase Office located at Main Campus, University Road, Karachi as & when required with prior appointment.

1.6 All logistic charges will be borne by "THE SUPPLIER".

Article II
SCOPE OF PROFESSIONAL SERVICES

2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply of Web Filtering Appliances in accordance with the Description & Specification.

2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.

2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.5 "THE SUPPLIER" 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 This Agreement shall be in effect from October _____, 2018 for one year and subject to the SUPPLIER inspection of the equipment to ensure that they are in working order.

Hardware	IAM54	M5400-AC-I, SANGFOR Internet Access Management Standard Packs, Including Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behaviour Audit, Content Audit, Proxy Server, Anti-Proxy, Endpoints Management, Report Center, Link Load Balance, Multi-links, Sangfor VPN	1
Software	IOU4-1Y	M5400-AC-I, Software, SANGFOR URL Database, 1 Year License	3
Service	STS-IAM54-1Y	Software and Technical Support Only, SANGFOR IAM5400, 1 Year	1
	HRTF-IAM54-1Y	Return To Factory Hardware Support Only, SANGFOR IAM5400, 1 Year	3
Hardware	IAM55	M5500-AC-I, SANGFOR Internet Access Management Standard Packs, Including Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behaviour Audit, Content Audit, Proxy Server, Anti-Proxy, Endpoints Management, Report Center, Link Load Balance, Multi-links, Sangfor VPN	1
Software	IOU5-1Y	M5500-AC-I, Software, SANGFOR URL Database 1Year License	3
Service	STS-IAM55-1Y	Software and Technical Support Only, SANGFOR IAM5500,1Year	1
	HRTF-IAM55-1Y	Return To Factory Hardware Support Only, SANGFOR IAM5500, 1Year	3

Article III
REMUNERATION

3.1 The charge(s)/cost(s) offered by the Supplier is Rs. 2,912,624.00 (inclusive of all taxes) Provide & Supply of Web Filtering Appliances vide tender # IT/07/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;
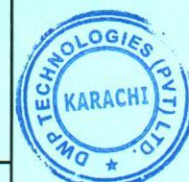
S#	Technical Requirement of Proxy Appliance	M/s DWP Technologies (Pvt.) Ltd **Mandatory Required features**
1.1	**USER AUTHENTICATION AND MANAGEMENT**	
1.11	The solution shall support user identify base on IP Address, MAC Address, hostname, as well as user binding based on IP and MAC.	Yes
1.12	The solution shall support user account import via CSV file, and support synchronize users with LDAP, database and H3C CAMS Server.	Yes
1.13	The solution shall support authentication method such as password based, SMS, Webchat, QR code, Facebook, LDAP, RADIUS, Pop3, CAS, H3C CAMS authentication.	Yes
1.14	The solution shall support single sign-on (SSO) authentication base on Active Directory, Radius, POP3, Proxy, Web Server, HTTP API, and Database Server.	Yes

1.2.2	Solution must 5000 concurrent uses support at IBA University Campus and 3000 concurrent users support at IBA City Campus.	Yes
1.2.3	The solution shall support to deploy as an explicit proxy server: HTTP transparent, Socks4/Socks5 proxy, PAC Script; support ICAP protocol to integrate with Data Leak Protection Server (DLP); as well as cascading proxy servers.	Yes
1.3	**ACCESS CONTROL**	
1.3.1	The solution shall support audit function, which use to record user internet behaviors such as Application/URL access, online duration, traffic statistics, Source/Destination IP Address, and others.	Yes
1.3.2	The solution shall consists minimum 2900 or above application signature in both local/cloud database, must include categories such as P2P, Download Tools, Streaming Media, Social Media, Games, Mobile Application, and others.	Yes
1.3.3	The solution shall support access management based on services and port number, such as: http (80), https (443), telnet (23), ssh (22), ftp (21), SMTP (25), POP3 (110), and others.	Yes
1.3.4	The solution shall dynamically categorizes millions URLs into the predefine categories, must include sub categories such as pornographic, gambling, games, illegal drugs, counteraction, social media, education, malware, and others in URL database.	Yes
1.3.5	The solution shall support URL filtering based on URL Categories and apply based on username, IP Address, location, endpoint device, and schedule.	Yes
1.3.6	The solution shall prompt out notification and warning page to users. Such as: Access Denied or restricted, Flow Quota Used Up, User Locked, Connection Sharing Detected, and others.	Yes
1.3.7	The solution shall support to custom notification and warning page as IT administrator requirements.	Yes
1.3.8	The solution shall support to control and monitor HTTP and FTP upload/download activity based on file type categories: Movie, Music, Image, Text, Compressed File, Application Program, Microsoft Office, and Engineering.	Yes
1.3.9	The solution shall support quota control in bandwidth/flow/time/session/endpoints by daily/monthly, based on Application/URL, username, Source/Destination IP Address, and schedule.	Yes
1.3.10	The solution shall support anti-proxy function, able to identification and control proxy tool application. Such as: FreeGate, Ultrasurf, Psiphon, TOR, FreeVPN, Green VPN, Opera Turbo, TunaProxy, Waysonline, Zenmate, AdNet, VPN123, secure vpn.	Yes

1.3.12	The solution shall support to customize on self-define application/URL, which is not listed in local/cloud database.		Yes
1.4	**BANDWIDTH MANAGEMENT**		Yes
1.4.1	The solution shall support bandwidth management feature, which able to guarantee/limit the outbound/inbound bandwidth, based on single user, Application/URL, file types, source/Destination IP, and schedule.		Yes
1.4.2	The solution shall support minimum 10 Child Channels based on a Parent Channel Bandwidth Management Policy.		Yes
1.4.3	The solution shall support accurately bandwidth management on P2P behaviors. Support application at least Xunlei P2P, eMule, Ares, BitTorrent, FlashGet, and others.		Yes
1.4.6	The solution shall support to identify domestics (Pakistan) and oversea traffic.		Yes
1.4.5	The solution shall support Virtualizes physical link into multiples virtual links and each link can be applied with independent traffic shaping policy.		Yes
1.5	**REPORTING REQUIRMENT**		
1.5.1	The solution shall come with Internal/External Report feature with no additional license.		Yes
1.5.2	The solution shall support various kinds of reports, including scheduled statistics, behaviors trend, and real-time utilization, visibility of bandwidth and bandwidth statistics reports. Able to create customized reports of traffic statistics, queries, ranking, times and behavior of users and user groups.		Yes
1.5.3	The equipment shall support Real-time monitoring of online user information, traffic ranking and connection ranking, as well as real-time usage visibility of bandwidth channels/ CPU/hard disk usage.		Yes
1.5.4	The solution shall support real-time monitoring on user Web-Access Connection Quality that state the overall network quality and user who is experiencing poor quality network access.		Yes
1.5.5	The solution shall support to generate Web-Access Connection Quality Report used for clear evaluation of the overall network quality; Users who has poor internet access quality will be listed down.		Yes
1.5.6	The solution shall support to record a wide variety of audit information including: URL, Webpage Title, webpage content, download/upload file transmissions via HTTP and FTP, file names and content of files downloaded, plain text thread posting and emails, chat sessions on MSN, MSN Shell, Skype, Yahoo! Messenger, Google Talk, etc.; As well as application behavior such as games, gambling, entertainment, P2P downloads, and others. tallies user traffic and access duration and audits Webpage/file/email access of extranet users on intranet servers.		Yes
1.5.7	The solution shall support to export user behavior logs/reports to CSV and PDF file format.		Yes

	others based on IT administrator requirements.		
1.6	**General Specification**		
1.6.1	The solution shall support Built-in stateful Firewall and Built-in IPsec VPN option.	Yes	
1.6.2	The solution must support following deployment mode: 1. Gateway/Gateway + Proxy 2. Bridge/Bridge + Proxy 3. Bypass/ Bypass + Proxy 4. Single-arm/Single-arm + Proxy	Yes	
1.6.3	The solution shall support to deploy in IPv6 environment and fully support to monitor and control IPV6 traffic.	Yes	
1.6.4	The solution shall support software bypass feature, user will bypass all the policies and rule of application control, URL filtering, bandwidth management, authentication, and others.	Yes	
1.6.5	Multiple equipment shall be monitor and manage in a same platform, IT administrator able to have a quick view of all online nodes policy configuration, Overall Network Status such as CPU/Hard Disk/Memory Usage.	Yes	
1.6.6	A GUI-based troubleshooting tool is provided for administrators to identify issue such as policy wrong configuration.	Yes	
1.6.7	The solution shall support hierarchical administrator privileges. Different function modules can be assigned to different administrators as needed, via a hierarchical management paradigm; Administration of different functions and modules can be delegated to different administrative groups.	Yes	
1.6.8	The solution shall consist of local and cloud application/URL database, local database shall support auto and manual update from cloud database.	Yes	
1.6.9	The solution must be in Gartner Report for category Web Secure Gateway Only.	Yes	
	Total	**Rs. 2,498,452.00**	
	GST	**Rs. 414,171.00**	
	Total Amount	**Rs. 2,912,623.00**	

3.2 Performance Security 5% of total amount of Purchase Order will be provided by "THE SUPPLIER".

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

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

Article IV
DATA PROTECTION

against unauthorized access, use, modification, disclosure or other misuse, and that only the SUPPLIER personnel designated for the purpose of Services have access to the Data.

7.2 The SUPPLIER 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 customers 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 the purpose of this Agreement; and

(b) use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with 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 for the purposes of fulfilling 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 SUPPLIER 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 which will have access to any Data and ensure that any employee of the SUPPLIER (or of any of the SUPPLIER's sub-contractors) requiring access to any Data gives a written undertaking not to .A; 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 SUPPLIER (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 in accordance with this Agreement and to make the changes suggested (at the SUPPLIER's cost) unless the SUPPLIER 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 SUPPLIER 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 SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article V
ADD-ON EQUIPMENT

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

Article VI
ARBITRATION
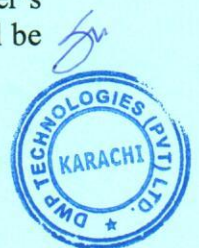
failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article VII
FORCE MAJURE

11.1 THE SUPPLIER 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 THE SUPPLIER 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 VIII
RENEWAL

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

Article IX
TERMINATION

13.1 "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 X
INDEMNITY

14.1 "THE SUPPLIER" 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 SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article XI
NOTICE

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

Article XII
INTEGRITY PACT

16.1 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).

16.2 Without limiting the generality of the forgoing the SUPPLIER, 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
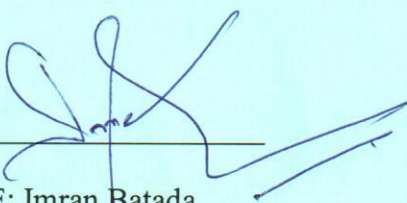
which has been expressly declared pursuant hereto.

16.3 The SUPPLIER, 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, contact, or other instrument, be stand void at the discretion of the IBA.

16.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SUPPLIER, 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 SUPPLIER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.
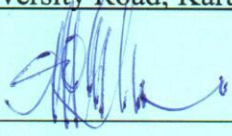
Article XIII
MISCELLANEOUS

17.1 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.

17.2 The validity of the contract will be effective from the date of issue of Work Order.

17.3 All terms and conditions of tender vide # IT/07/18-19 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"	M/S DWP Technologies
NAME: Imran Batada	NAME: Waseem Sher
CNIC # _____	CNIC # 44101-1211768-1
Address:	Address:
Director, ICT Institute of Business Administration Main Campus University Road, Karachi	11, First Floor, Mandviwalla Chambers, Talpur Road, Karachi,
1. _____	2. JAWWAD RAFIQ
M. SOHAIL KHAN	42101-6040517 -9
Manager Purchase & Stores Institute of Business Administration Karachi-Pakistan	
CNIC # _____	CNIC# _____
Address: _____	Address: 11- First Floor, MANDVIWALLA CHAMBRS TALPUR ROAD