

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

# TENDER FORM

## Tender # IT/18/24-25 Network Firewall License Renewal with Support

Date of Issue : March 11, 2025  
Last Date of Submission : March 27, 2025 (11:00 AM)  
Date of Opening of Tender : March 27, 2025 (11:30 AM)

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

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

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

Pay Order / Demand Draft # \_\_\_\_\_, Drawn on Bank \_\_\_\_\_

Amount of Rs. \_\_\_\_\_, Dated: \_\_\_\_\_

## Notice Invitation Tender (NIT)

### Tender Notice

The Institute of Business Administration (IBA) Karachi, invites online bids on SPPRA EPADS from tax-compliant distributors/service providers, registered with the relevant tax authorities and SPPRA EPADS, for the following tender:

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Network Firewall license renewal with support (IT/18/24-25)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	March 11, 2025, from 8 AM	
▶ <i>Issuance end date and time:</i>	March 27, 2025, till 11 AM	
▶ <i>Submission date and time:</i>	March 11, 2025, to March 27, 2025, from 8 AM to 11 AM	
▶ <i>Opening date and time:</i>	March 27, 2025 at 11:30 AM	

The tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

Tender Bid (with a copy of Bid Security/Earnest Money and supporting documents) should be submitted/uploaded on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/>. The original Bid Security along with the Original Bid (duly signed and stamped) must be delivered to IBA, Karachi on below mentioned address before bid opening schedule. Bids will be opened on the same date and venue in the presence of the bidders' representatives who may wish to attend.

Please ensure that bid security, in the form of a Pay Order or Demand Draft, is submitted in favor of 'IBA Karachi' along with the tender.

**N.B. (1)** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

**(2)** Only uploaded bid along with supporting documents will be accepted. In case there is a contradiction between bidder's EPADS submitted bid and manually submitted bid, bid submitted on EPADS will be considered valid for evaluation purpose.

### **REGISTRAR**

IBA, Main Campus, Karachi University Enclave, Karachi-75270

UAN: 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), IBA Website: <https://tenders.iba.edu.pk>

SPPRA EPADS Website: <https://portalsindh.eprocure.gov.pk/>

# **CONTENTS**

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms & Conditions	Page 8
5. Integrity Pact	Page 11
6. Project Objectives	Page 12
7. Bidder Qualification Criteria	Page 12
8. Bill of Quantity & Technical Requirement	Page 13
9. General terms of Contract	Page 16

## **1. Introduction**

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on March 11, 2025, to "Network Firewall license renewal with support".

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 the 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 with the passage of time.

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

Please contact Executive Purchase-ICT on 38104700 ext: 2155 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 in the Tender Form

Filling the Tender Form in writing with ink or typing is mandatory. 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

The tender documents can be downloaded from the IBA and SPPRA EPADS websites. The tender fee challan to be generated from the IBA website at <https://tenders.iba.edu.pk> and deposited at any branch of Meezan Bank Ltd.

### 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 the 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:	<a href="mailto:tenders@iba.edu.pk">tenders@iba.edu.pk</a>

---

Stamp & Signature

**f) Submission of Documents and Address**

Tender Document/Bid (with a copy of Bid Security/Earnest Money and supporting documents) to be submitted on SPPRA EPADS <https://portalsindh.eprocure.gov.pk/> by March 27, 2025, 11:00 AM. **Tender Documents received by fax or email will not be accepted.** The original Bid Security along with the Original Bid (duly signed and stamped) be delivered to IBA, Karachi on above mentioned address before bid opening schedule.

**g) Rights**

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also, the Authority reserves the right to change/alter/ remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or for all the items to any lowest responsive bidder.

**h) Location of Deliveries**

Supply and services will be delivered at IBA Store Main Campus, University Enclave, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**i) Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

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

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Network Firewall license renewal with support.
- (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):** Forty-Five (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document is March 27, 2025, by 11:00 AM on SPPRA EPADS portal. The tender will be opened on the same day at 11:30 AM 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 27, 2025, at 11:30 AM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 30 days.
- (i) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (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 bid's total cost, should be submitted along with the tender documents.

##### **b. Performance Security**

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee before signing of the Contract. The Performance Security shall extend at least three months beyond the Completion of the contract.

##### **c. Validity of the Tender**

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

##### **d. Currency**

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

##### **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 under this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Bidders responding to this tender and parties to any contract executed pursuant 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 Pakistan's substantive and procedural law. 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 that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

---

Stamp & Signature



**h. Support Capabilities**

The bidder should indicate the support capabilities for all the hardware provided during the course of the warranty.

**i. Compliance with specifications**

The bidders shall provide information as per the requirements given in BoQ. However, bidders can submit multiple solutions. Bidders may not propose/supply any kind of refurbished 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 least evaluated cost.

**k. Cancellation**

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

**l. Delivery Time**

The supply should be completed at IBA within 30 days after receiving of the Purchase Order.

**m. Liquidity Damages**

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

**n. 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.

**o. Increase in Taxes**

For any increase in taxes, the IBA should not be responsible, but, if any taxes are reduced, the IBA should get its benefit.

---

Stamp & Signature

**p. Invoice**

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

**q. Stamp Duty**

The Stamp duty of 0.35% against the total value of the Purchase Order will be levied accordingly.

**r. Payment**

Payment will be made within 30 working days, after the complete supply of required items as per the Bill of Quantity and submission of the commercial invoice at IBA, Main Campus, University Enclave, University Road, Karachi.

---

Stamp & Signature

## 5. Integrity Pact

- (a) Its intention 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).
- (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 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 instrument, be 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/work/service or other obligation or benefit in whatsoever from the IBA.

### Note:

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

---

Stamp & Signature

## 6. Project Objective

Institute of Business Administration, Karachi (IBA) requires 'Network Firewall license renewal with support for 1 year. This 'Service Level Agreement for 2 bundles/sets of IAM and NGAF Network Firewall' includes:

1. Software licence subscription for 1 years.
2. Technical support and upgrade for 1 years.
3. Upgrade licence for 24 x 7 x 365 for 1 years.

## 7. Bidder Qualification Criteria

Sr. No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Minimum 3 years of similar or relevant experience		One Relevant Purchase Order/Contract of each year
2.	Last 3 years' average annual turnover of minimum 15 million per year		Annual Income Tax Return and Audited Financial Statement of last three years
3.	Active Income Taxpayer at the time of submission of the bid		NTN and SRB registration certificates
4.	Active Services Taxpayer		Copy of Last month's Services Tax return
5.	Manufacturer / Authorized Distributor / Dealer / Reseller		Authorization Certificate / Letter

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

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

**8. Bill of Quantity & Technical Requirement**  
**Network Firewall license renewal with support**

**A) SANGFOR IAM Support**

Sr. No.	Product Code	Product Description	Qty	Total Rates
1	<b>Type: SANGFOR IAM M5400 1Y License &amp; Support</b>			
	IOU4-1Y	M5400-AC-I, Essential Bundle (Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behavior Audit, Content Audit, Proxy Server, Anti-proxy, Endpoints Management, Report Center, Multi-links(Link Load Balance), Sangfor VPN, Sang for URL Database), 1 Year.	1	
	HRTF-IAG54-1Y	Return To Factory Hardware Support Only, Sangfor M5400-AC-I, 1 Year	1	
	STS-IAG54-1Y	Software and Technical Support Only, Sangfor M5400-AC-I, 1 Year	1	
2	<b>Type: SANGFOR IAM M5500 1Y License &amp; Support</b>			
	ESS-IAG55-1Y	M5500-AC-I, Essential Bundle (Bandwidth Management, User Authentication, URL Filtering, Traffic Control, User Behavior Audit, Content Audit, Proxy Server, Anti-proxy, Endpoints Management, Report Center, Multi-links(Link Load Balance), Sangfor VPN, Sangfor URL Database), 1 Year.	1	
	HRTF-IAG55-1Y	Return To Factory Hardware Support Only, Sangfor M5500-AC-I, 1 Year	1	
	STS-IAG55-1Y	Software and Technical Support Only, Sangfor M5500-AC-I, 1 Year	1	

\_\_\_\_\_

Stamp & Signature

\_\_\_\_\_

**B) SANGFOR NGAF Support**

Sr. No.	Product Code	Product Description	Qty	Total Rates
3	<b>Type: SANGFOR NGAF M5300 1Y License &amp; Support with WAF</b>			
	PM-53-1Y	M5300-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering, Application Control, IPS, Email Security, Risk Assessment, Security Visibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year	1	
	WAF53-1Y	M5300-F-I, Add Anti-Defacement Module, Web Application FW, Application Hiding, HTTP Anomalies Detection, Data Leakage Protection, Web Scanner, Vulnerability Scanner, Advanced Security Reporter, 1 Year	1	
	HRTF53-1Y	M5300-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt),1 Year	1	
	STS53-1Y	M5300-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1Year	1	
4	<b>Type: SANGFOR NGAF M5400 1Y License &amp; Support</b>			
	PM-54-1Y	M5400-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering, Application Control, IPS, Email Security, Risk Assessment, Security Visibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year	1	
	HRTF54-1Y	M5400-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt),1 Year	1	
	STS54-1Y	M5400-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1Year	1	
<b>Total Amount (Exclusive of Taxes)</b>				
<b>15% SST</b>				
<b>Grand Total Amount (Inclusive of all Taxes)</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

## 9. General Conditions of Contract

### Network Firewall – SANGFOR License Renewal with Support

THIS AGREEMENT is executed at KARACHI, on this day \_\_\_\_\_, 2025.

#### BETWEEN

M/s. Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as “IBA” (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

#### AND

M/s. \_\_\_\_\_, having its office at \_\_\_\_\_, hereinafter referred to as “THE SUPPLIER” (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr./Ms. \_\_\_\_\_, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

**WHEREAS** “IBA” intends to obtain Network Firewall license renewal with support vide tender # IT/18/24-25 (IBA requirement) up to the satisfaction and handing over the material(s) to the “IBA” having accepted the offer in a finished form complete in all respect.

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

#### WITNESSETH

“IBA” hereby offers to appoint “THE SUPPLIER” as their supplier for the specific purpose of “Network Firewall license renewal with support”. “THE SUPPLIER” hereby agrees to the offer of the “IBA” in acceptance of the terms and conditions herein below forth.

#### Article I

#### DUTIES & SCOPE OF WORK

- 1.1 This service includes, the “Network Firewall license renewal with support”, discussions with “IBA” before the determination of 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 Network Firewall license renewal with support 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 Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Network Firewall license renewal with support'.
- 1.4 "THE SERVICE PROVIDER" 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 SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with 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 agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as backup in company office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or 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 SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

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

- 2.1 "THE SERVICE PROVIDER" will provide 'Network Firewall license renewal with support' at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Network Firewall license renewal with support in accordance with the description & specification.
- 2.3 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.4 "THE SERVICE PROVIDER" 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.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 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 \_\_\_\_\_, 2025 to \_\_\_\_\_, 2026 and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.
- 2.8 SERVICE PROVIDER will ensure the following:
- (a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.
  - (b) Performance Goals
    - (i) \_\_\_\_\_ Hrs Response Time.
  - (c) Performance Measures
    - (i) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.
  - (d) Performance tests and adjustments.

- (e) Performance engineering modification and changes, if recommended by IBA.
- (f) The scope of the project is to provide Network Firewall license renewal with support as requested in BOQ.
- (g) Responsible to respond to events on urgent basis as per SLA mention in this SBD.
- (h) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- (i) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
- (j) The SERVICE PROVIDER will sign a Service level agreement (SLA) for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (k) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing support & maintenance services.

**Article III**  
**REMUNERATION**

3.1 The charge(s)/cost(s) offered by the Service Provider is Rs. \_\_\_\_\_/- total for one year (inclusive of all taxes) 'Network Firewall license renewal with support', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

**3.1.1 Project Objectives;**

Institute of Business Administration, Karachi (IBA) requires 'Network Firewall license renewal with support for 1 year. This 'Service Level Agreement for 2 bundles/sets of Network Firewall - SANGFOR' include;

1. Software licence subscription for 1 years.
2. Technical support and upgrade for 1 years.
3. Upgrade licence for 24 x 7 x 365 for 1 years.

**3.1.2 Bill of Quantity & Technical Requirement;**

**A) SANGFOR IAM Support**

S.No.	Type	Product Code	Product Description	Quantity	Total Rates
1	SANGFOR IAM M5400	IOU4-1Y	M5400-AC-I, Essential Bundle (Bandwidth Management, UserAuthentication, URL Filtering, Traffic Control, User Behaviour Audit,Content	1	

	1Y LICENSE & SUPPORT		Audit, Proxy Server, Anti-proxy, Endpoints Management, ReportCenter, Multi-links(Link Load Balance), Sangfor VPN, Sangfor URLDatabase), 1 Year.		
		HRTF-IAG54-1Y	Return To Factory Hardware Support Only, Sangfor M5400-AC-I, 1 Year	1	
		STS-IAG54-1Y	Software and Technical Support Only, Sangfor M5400-AC-I, 1 Year	1	
2	SANGFOR IAM M5500 1Y LICENSE & SUPPORT	ESS-IAG55-1Y	M5500-AC-I, Essential Bundle (Bandwidth Management, UserAuthentication, URL Filtering, Traffic Control, User Behaviour Audit,Content Audit, Proxy Server, Anti-proxy, Endpoints Management, ReportCenter, Multi-links(Link Load Balance), Sangfor VPN, Sangfor URLDatabase), 1 Year.	1	
		HRTF-IAG55-1Y	Return To Factory Hardware Support Only, Sangfor M5500-AC-I, 1 Year	1	
		STS-IAG55-1Y	Software and Technical Support Only, Sangfor M5500-AC-I, 1 Year	1	

### B) SANGFOR NGAF Support

S.No.	Item	Product Code	Product Description	Quantity	Total Rates
1	SANGFOR NGAF M5300 1Y LICENSE & SUPPORT WITH WAF	PM-53-1Y	M5300-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering,Application Control, IPS, Email Security, Risk Assessment, SecurityVisibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year	1	
		WAFL53-1Y	M5300-F-I, Add Anti-Defacement Module, Web Application FW, ApplicationHiding, HTTP Anomalies Detection, Data Leakage Protection, Web Scanner,Vulnerability Scanner, Advanced Security Reporter, 1 Year	1	
		HRTF53-1Y	M5300-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt),1 Year	1	
		STS53-1Y	M5300-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1Year	1	
2	SANGFOR NGAF M5400 1Y LICENSE & SUPPORT	PM-54-1Y	M5400-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering,Application Control, IPS, Email Security, Risk Assessment, SecurityVisibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year	1	
		HRTF54-1Y	M5400-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt),1 Year	1	
		STS54-1Y	M5400-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1Year	1	

	<b>Total Amount (Exclusive of Taxes)</b>	
	<b>15% SST</b>	
	<b>Grand Total Amount (Inclusive of all Taxes)</b>	

**3.2 Payment Terms**

100% payment after successful deployment, installation and configuration of the required services and support as mentioned in BoQ. All payments shall be released after submission of commercial invoice within 30 working days. (the same was already given in the tender document as well).

**3.3 Liquidated Damages**

- (a) In case of breach of SLA calculation will be done as per 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 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 total amount of Purchase Order will be provided by “THE SERVICE PROVIDER”.
- 3.5 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.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than sales/service tax) will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

**Article IV**  
**ANNUAL SUPPORT & MAINTENANCE TERMS**

4.1 The Annual Agreement of Network Firewall license renewal with support shall include the following activities;

- a. 1 years maintenance and support for all the items listed in BoQ.
- b. The Bidder will be required to undertake SLA of Network Firewall license renewal with support and Maintenance.
- c. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- d. Back to back support for items mentioned in the BOQ from the 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 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 misuse, and that only the SERVICE PROVIDER personnel designated for the purpose of 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 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 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 which 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 in accordance with 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**  
**SERVICE PROVIDER'S RESPONSIBILITIES**

7.1 SERVICE PROVIDER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.

7.2 Response time will be 4 hours via telephone, email or engineer visit.

7.3 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.

#### **Article VIII**

#### **SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES**

8.1 Burnt / damaged parts replacement.

8.2 In terms of damage SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

#### **Article IX**

#### **SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER**

9.1 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.

9.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, 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.

9.3 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.

9.4 Under this agreement any hardware becomes faulty, will be replaced by 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.

9.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then 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.



9.6 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 X**  
**Operations & Maintenance (O&M) Support**

10.1 The following shall be provided to IBA.

<b>Number of Months</b>	<b>Service description</b>
12 months	<p><b><u>24x7x4</u></b></p> <p>THE SERVICE PROVIDER will provide O&amp;M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SERVICE PROVIDER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SERVICE PROVIDER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&amp;M, SERVICE PROVIDER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p><b>Support Levels Description:</b></p> <p><b>Level 1:</b> THE SERVICE PROVIDER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p><b>Level 2:</b> THE SERVICE PROVIDER engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p><b>Level 3:</b> THE SERVICE PROVIDER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.</p>

**Article XI**  
**Call Logging System**

11.1 To lodge a complaint CUSTOMER can contact SERVICE PROVIDER’s Support desk by phone or by email, once complaint is logged.

Email: \_\_\_\_\_  
Call at: \_\_\_\_\_ Ext. \_\_\_\_\_

**Non-Working Hours / Holidays:**

Name: \_\_\_\_\_  
Number: +92 \_\_\_\_\_  
Email: \_\_\_\_\_

11.2 Reporting Service Call While reporting a service call a user/manager must provide following information to SERVICE PROVIDER’s helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
  - (b) Model and serial number of machines / devices.
  - (c) Brief description of the problem and symptoms.
  - (d) Ask for Call Log “Ticket Number
- i. Based on its expertise and knowledge The Service Provider has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level 2 and Severity Level 3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
  - ii. Incase IBA informs the Service Provider of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on The Service Provider ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
  - iii. The Service Provider support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to ‘Problem Escalation’ section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

**Hours of Coverage**

The Service Provider will provide maintenance and support for 24x7 Basis.

**Response Time**

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	XXXX
Severity Level 2 (S2)	XXXX
Severity Level 3 (S3)	XXXX

### **Severity Levels**

The Service Provider and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

#### **SEVERITY LEVEL 1 (S1)**

A Problem that criticality impacts IBA's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service or software breaks down etc.

#### **SEVERITY LEVEL 2 (S2)**

A Problem that impacts IBA's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

#### **SEVERITY LEVEL 3 (S3)**

A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

### **Article XII**

#### **ARBITRATION**

- 12.1 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 XIII**

#### **FORCE MAJURE**

- 13.1 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 XIV**  
**RENEWAL**

- 14.1 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.
- 14.2 Initial contract is for one year, 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 XV**  
**TERMINATION**

- 15.1 "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 XVII**  
**INDEMNITY**

- 16.1 "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 XVII**  
**NOTICE**

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

**Article XVIII**  
**INTEGRITY PACT**

- 18.1 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).
- 18.2 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.

- 18.3 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.
- 18.4 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 XIX**  
**MISCELLANEOUS**

- 19.1 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.
- 19.2 The validity of the contract will be effective from \_\_\_\_\_ to \_\_\_\_\_.
- 19.3 All terms and conditions of tender vide # IT/18/24-25 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.