

Tender Fee: Rs. 2,000/-  
(Non-Refundable)

## **TENDER FORM**

### **Tender # IT/30/22-23 Provide DNS Base Security Solution**

Date of Issue : May 30, 2023  
Last Date of Submission : June 13, 2023 (3:00 PM)  
Date of Opening of Tender : June 13, 2023 (3:30 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 / Service Providers registered with relevant tax authorities for the following tender.

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide DNS Base Security Solution (IT/30/22-23)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
<ul style="list-style-type: none"> <li>▶ <i>Document Fee:</i> Rs. 2,000/-</li> <li>▶ <i>Issuance start date &amp; time:</i> May 30, 2023, from 9:00 AM</li> <li>▶ <i>Issuance end date &amp; time:</i> June 13, 2023, till 3:00 PM</li> <li>▶ <i>Submission date &amp; time:</i> May 30, 2023, to June 13, 2023, from 9:00 AM to 3:00 PM</li> <li>▶ <i>Opening date &amp; time:</i> June 13, 2023, at 3:30 PM</li> </ul>		

Tender Documents may be collected after submission of 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 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.pprasinidh.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 in IBA & SSPRA websites and leading newspapers on May 30, 2023, for "Provide DNS Base Security Solution".

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 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 IBA's Website.

### **b) Filling in the 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 May 30, 2023, to June 13, 2023, from working 9:00 AM to 3:00 PM.

### **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>

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Stamp & Signature

**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 Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on June 13, 2023. **Tender Documents received by fax or email will not be accepted.**

**g) Date of Opening of Tender**

The bid will be opened on June 13, 2023, at 3:30 PM in 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) Location of Services Required**

Services and Works will be required at IBA, Main Campus, University Enclave, University Road, Karachi and IBA City Campus, Plot # 68 & 88 Garden, Kiyani Shaheed Road, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

**j) Delivery of Services**

All services will be delivered directly to the IBA, Karachi, at the discretion of the IBA. If services delivered is not conforming to the specifications and bill of quantity, the services will not be acknowledged as satisfactory.

**k) Clarification / Proof**

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The Service Providers 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 DNS Base Security Solution.
- (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):** Ninety Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is June 13, 2023, by 3:00 PM 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 3:30 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 June 13, 2023, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- (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 proposals and prices shall remain valid for a period of 90 days from the closing date of the submission of the proposal. However, the manufacturers/firms/ companies/ distributors/suppliers 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 pursuant to this tender shall be governed by and construed in accordance with the laws of Pakistan. The IBA and all Manufacturers /firms/companies/distributors/suppliers 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 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.

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Stamp & Signature



**h) Support Capabilities**

The Manufacturers / Firms / Companies / Distributors / Suppliers should indicate the support capabilities for all the hardware and software provided during the course of the warranty.

**i) Compliance with specifications**

The Service Providers shall provide information as per requirements given in BoQ. However, Service Providers can submit multiple solutions. Manufacturers/firms/companies/distributors/ suppliers 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) Delivery Time**

The services and works should be started at IBA, Karachi within 2 weeks after receiving of Work Order or LoA.

**l) 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.

**m) Invoice**

The invoice/bill should be submitted to Purchase Department.

**n) Stamp Duty**

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

**o) Services Acceptance**

The services provided against this order are subject to final inspection and satisfaction from Competent Authority Technical Team during SLA tenure.

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Stamp & Signature

**p) 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.

**q) Training**

The Service Providers shall provide training to at least two staff members of IBA for the proposed solution on the principal aggradation Centre.

**r) 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.

**s) 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.

**t) Payment Terms**

100% payment after successful deployment and configuration of the required services and support as mentioned in technical specifications and requirements and scope of work, within 30 working days after the submission of the invoice(s).

**u) Default**

If the Bidder fails to timely deliver 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) Emergency Outage Management**

Bidder should have a Disaster Recovery site to resume the business in case of primary site failure with a minimum service outage.

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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 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 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/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 Objective**

The Institute of Business Administration (IBA) seeks the services of DNS Base Security Solution being managed, operated and maintained by third-party service providers to enable IBA to prevent, detect, respond and recover from cyber security threats and events.

## **7. Scope of Services**

The proposed solution should leverage the power of core network services to provide a foundational layer of security for on-prem, cloud and cloud-hybrid networks, streamline and automate threat response, and unleash the full power of your existing security stack. It should:

- a. Detect and block phishing, exploits, ransomware, and other modern malware that could compromise your customer's workers' devices, data, and credentials.
- b. Prevent data exfiltration over DNS, keeping protected data safe.
- c. Use recent innovations to monitor for lookalike domains that could be on the rise and compromise your customer's valuable internet properties.
- d. Restrict user access to specific web content categories and helps activity monitoring and tracking.
- e. Automate incident response to enhance the threat response remediation time through security ecosystem integration.
- f. Develop related processes and procedures for IBA in order to effectively manage the operations of DNS Base Security Solution.
- g. Study IBA's environment to identify attack surface areas.
- h. Review and analyze already established use cases for identification of any anomaly or incompleteness in respect of threats and identified attack surface areas. Fine-tuning and establishment of new use cases should be carried out where necessary.
- i. Monitor and analyze the security event data to reveal/identify any anomaly or incident that can lead to jeopardizing the availability, integrity and confidentiality of data.
- j. Service providers should have robust threat intelligence mechanisms that should be leveraged during the detecting and remediating of an incident.
- k. Periodic reporting including daily or quarterly or as per the mutually decided report of events/incidents/attack(s) to the management and desired audiences as per agreed criteria.
- l. In-depth analysis and investigation of an event(s)/incident(s) for forensic analysis.
- m. DNS Base Security Solution services are required 24 hours per day, 7 days a week and 365 days a year (24x7x365).

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Stamp & Signature

## 8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Successful completion of at least three (03) similar projects completed / in hands in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	
2	Last 3 years' turnover with a minimum of 8 million (per year) as Annual Return and Financial Statement.	
3	Sales tax registration certificate with last month's return copy both FBR and SRB, and NTN certificate	
4.	Full DDI and DNS Security for internal / External / Recursive DNS solutions	
5.	Authorized Partner / Reseller / Distributor / OEM.	

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

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 Stamp & Signature

## 9. Bill of Quantity

The proposed solution should comply with the below technical requirements. The requirement should be answered with Compliant (C), Partial Compliant (PC) or Not Compliant (NC).

Please note that the “Features” column should be filled out to describe how the specific requirement is met by the proposed solution.

Sr #	Technical Specifications	Compliance	Features
<b>DNS Base Security Solution</b>			
<b>1</b>	SAAS solution provides the “Five-9s” of system availability, that’s 99.999% uptime, with no rogue internal or external actors.		
<b>2</b>	Proactively block queries to “bad” domains. It must be kept up to date on rapidly changing “bad” domains (IP address or domain name) by a reputational feed.		
<b>3</b>	Provide DNS, DHCP & IP Address Management solutions in future that should be integrated with the DNS security cloud solution (Single Interface to manage all).		
<b>4</b>	Provide multiple feeds, more than 20 feeds to give choices to the level of blocking.		
<b>5</b>	Blacklist and NXDOMAIN Redirection policies will take precedence over DNS Firewall policies.		
<b>6</b>	Generate reports such as top RPZ (Response Policy Zone) hits, and top infected devices.		
<b>7</b>	Threat Defense Capability with the below features:		
<b>a</b>	<b>DNS Firewall</b> – Up-to-date protection feeds, which automatically update the Infoblox RPZ policy with malicious domains, IP addresses and other data.		
<b>b</b>	<b>Threat Intelligence Data Exchange</b> – threat intelligence feed can be shared with other security solutions such as firewalls, SEIM and email-GW.		
<b>c</b>	<b>Threat intel research tool</b> – A threat indicator research tool that gives contextual information from several sources simultaneously to prioritize threats.		
<b>d</b>	<b>Threat Insight</b> – Capability to detect and block data exfiltration and infiltration attempts over DNS queries.		

<b>e</b>	<b>Reporting feature</b> – to provide insight on top RPZ hits, top malicious domains, devices that attempted to communicate with malicious domains, and more.		
<b>f</b>	<b>Lookalike domains</b> – Capability to monitor custom lookalike domains		
<b>8</b>	Protect users everywhere: on-premise, roaming, and in remote offices or branches from cyber-attacks by automatically stopping device communications with C&Cs/botnets and prevents DNS-based data exfiltration and infiltration.		
<b>9</b>	Web content categorization and web access policy enforcement: Restrict users from accessing certain categories of web content and review content activity		
<b>10</b>	Support below deployment modes		
<b>a</b>	DNS Forward Proxy		
<b>b</b>	Installation of agents on roaming users		
<b>c</b>	Forwarding Recursive DNS queries directly from Microsoft or Bind DNS servers		
<b>11</b>	Support customized page redirection		
<b>12</b>	Support bypass code capability to allow an administrator to grant temporary access to restricted domains and web-based content by overriding enabled filters		
<b>13</b>	Lightweight mobile cloud service for sending queries over an encrypted channel to provide visibility into infected and compromised devices (including Android and iOS), prevent DNS-based data exfiltration and other forms of DNS tunnelling, and impedes device communications with botnets and their command-and-control infrastructure		
<b>14</b>	Secure against any malicious DOT / DOH communications.		
<b>15</b>	Support detection and blocking threats on the following records:		
<b>a</b>	A		
<b>b</b>	NS		
<b>c</b>	MX		
<b>d</b>	TXT		
<b>e</b>	SOA		
<b>f</b>	CNAME		

<b>g</b>	SRV		
<b>16</b>	AI engine to detect and block DGA and fast flux attacks.		
<b>17</b>	Support on-premise, cloud and hybrid deployments models.		
<b>18</b>	Support the ability to import and export bulk IOCs from 3rd party threat intel.		
<b>19</b>	Support bidirectional feeding.		
<b>20</b>	Ability to set up blocking policies based on countries.		
<b>21</b>	Functionality to integrate in future with same vendor's DDI (DNS, DHCP & IPAM) solution when required.		
<b>Total Amount (Per Year)</b>			
<b>13% SST</b>			
<b>Grand Total Amount (Per Year)</b>			

**Grand Total Amount (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 AGREEMENT is executed at KARACHI, on this day \_\_\_\_\_, 2023

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Enclave, University Road, Karachi, through its authorized representative Mr. \_\_\_\_\_ (Head of 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 \_\_\_\_\_, having its office at \_\_\_\_\_, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Focal Person/Key Account Manager - Corporate Sales, Mr./Ms. \_\_\_\_\_, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide DNS Base Security Solution' (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide DNS Base Security Solution" and "THE SERVICE PROVIDER" have offered to render all kind of 'Provide DNS Base Security Solution' (including but not limited to the "Provide DNS Base Security Solution" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Provide DNS Base Security Solution" discussions in respect of the same with "IBA" before the determination of 'Provide DNS Base Security Solution' to illustrate the schematic schedule work to suitable scale with any/all other relevant details for performance to "IBA" for 'Provide DNS Base Security Solution'. "THE SERVICE PROVIDER" 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

- 1.1 This service includes, the "Provide DNS Base Security Solution", 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 'Provide DNS Base Security Solution' 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 'Provide DNS Base Security Solution'.
- 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 onsite and virtual support when required.
- 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 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.
- 1.10 Maintenance contract shall be with annual support and services.
- 1.11 Service of all the requirements as per scope of work, shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.12 The "SERVICE PROVIDER" must provide annual support and maintenance of any issue, as per scope of work. If "SERVICE PROVIDER" fails to do so, a penalty @ 2% of total contract amount per day, until the issue resolved satisfactorily.

## **Article II**

### **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" will provide 'Provide DNS Base Security Solution' at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision and to check the execution of 'Provide DNS Base Security Solution' in accordance with the description & specification, as per scope of work.
- 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 \_\_\_\_\_, 2023 to \_\_\_\_\_, 2024.
- 2.8 The "SERVICE PROVIDER" will ensure the following:
  - (a) Preventive and corrective maintenance as recommended for the DNS Security Solution 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 DNS Base Security Solution' as requested in technical specifications and requirements.
- (g) Responsible to respond to events on urgent basis.
- (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 technical specifications and requirements, 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) 'Provide DNS Base Security Solution', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

##### 3.1.1 Project Objectives;

The Institute of Business Administration (IBA) seeks the services of DNS Base Security Solution being managed, operated and maintained by third party service provider to enable IBA to prevent, detect, respond and recover from cyber security threats and events.

##### 3.1.2 Technical Specifications and Requirements;

The proposed solution should comply with the below technical requirement. The requirement should be answered with Compliant (C), Partial Compliant (PC) or Not Compliant (NC).

Please note that the "Description of Feature" column should be filled out to describe how the specific requirement is met by the proposed solution.

S.No.	Description	Compliance	Features
<b>DNS Base Security Solution</b>			
<b>1</b>	Must be a SAAS solution which provide the "Five-9s" of system availability, that's 99.999% uptime, with no rogue internal or external actors.		
<b>2</b>	The proposed DNS Firewall must proactively block queries to "bad" domains. It must be kept up to-date on rapidly changing "bad" domains (IP address or domain name) by a reputational feed.		
<b>3</b>	Possibility to provide DNS, DHCP & IP Address Management solution in future that should be integrated with the DNS security cloud solution (Single Interface to manage all).		
<b>4</b>	The solution must provide multiple feeds, more than 20 feeds to give choices to the level of blocking.		
<b>5</b>	Blacklist and NXDOMAIN Redirection policies will take precedence over DNS Firewall policies.		

<b>6</b>	The proposed solution must be able to generate reports such as top RPZ (Response Policy Zone) hits, top infected devices.		
<b>7</b>	Threat Defense Capability with below features:		
<b>a</b>	<b>DNS Firewall</b> – Up-to-date protection feeds, which automatically updates the Infoblox RPZ policy with malicious domains, IP addresses and other data.		
<b>b</b>	<b>Threat Intelligence Data Exchange</b> – threat intelligence feed can be shared with other security solutions such as, firewalls, SEIM and email-GW.		
<b>c</b>	<b>Threat intel research tool</b> – A threat indicator research tool that gives contextual information from several sources simultaneously to prioritize threats.		
<b>d</b>	<b>Threat Insight</b> – Capability to detect and block data exfiltration and infiltration attempts over DNS queries.		
<b>e</b>	<b>Reporting feature</b> – to provide insight on top RPZ hits, top malicious domains, devices that attempted to communicate with malicious domains, and more.		
<b>f</b>	<b>Lookalike domains</b> – Capability to monitor custom lookalike domains		
<b>8</b>	The solution should proactively protect users everywhere: on-premise, roaming, and in remote offices or branches from cyber-attacks by automatically stopping device communications with C&Cs/botnets and prevents DNS-based data exfiltration and infiltration.		
<b>9</b>	Should have web content categorization and web access policy enforcement: Restrict users from accessing certain categories of web content and review content activity		
<b>10</b>	The solution to support below deployment modes		
<b>a</b>	DNS Forward Proxy		
<b>b</b>	Installation of agents on roaming users		
<b>c</b>	Forwarding Recursive DNS queries directly from Microsoft or Bind DNS servers.		
<b>11</b>	Should support customized page redirection		
<b>12</b>	Should support bypass code capability to allow an administrator to grant temporary access to restricted domains and web-based content by overriding enabled filters.		
<b>13</b>	Should have a lightweight mobile cloud service for sending queries over an encrypted channel to provide visibility into infected and compromised devices (including Android and iOS), prevent DNS-based data exfiltration and other forms of DNS tunneling, and impedes device communications with botnets and their command-and-control infrastructure.		
<b>14</b>	Should secure against any malicious DOT / DOH communications.		

<b>15</b>	The targeted solution must support detection and blocking threat on the following records:		
<b>a</b>	A		
<b>b</b>	NS		
<b>c</b>	MX		
<b>d</b>	TXT		
<b>e</b>	SOA		
<b>f</b>	CNAME		
<b>g</b>	SRV		
<b>16</b>	The desired solution must include an AI engine to detect and block DGA and fast flux attacks.		
<b>17</b>	The proposed solution must support on premise, cloud and hybrid deployments models.		
<b>18</b>	The solution must support the ability to import and export bulk IOCs from 3rd party threat intel.		
<b>19</b>	The proposed solution should support bidirectional feeding.		
<b>20</b>	The desired solution must provide the ability to setup blocking policies based on countries.		
<b>21</b>	Proposed solution should provide the capability to integrate in future with same vendor's DDI (DNS, DHCP & IPAM) solution when required.		
<b>22</b>	Vendor should have full DDI and DNS Security for internal / External / Recursive DNS solutions in its portfolio.		

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

### 3.2 Payment Terms;

100% payment after successful deployment and configuration of the required services and support as mentioned in technical specifications and requirements and scope of work. 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 / Work Order / total bid amount 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 will be paid/borne by "THE SERVICE PROVIDER" as per SRO/Notification.
- 3.7 THE SUPPLIER should provide training to at least two staff members of IBA for the proposed solution on the principal aggradation Centre.

Article IV

**ANNUAL SUPPORT & MAINTENANCE TERMS**

- 4.1 The Annual Agreement of 'Provide DNS Base Security Solution' shall include the following activities;
  - a. 1 years maintenance and support for all the description listed in technical specifications and requirements and scope of work.
  - b. The Bidder will be required to undertake SLA of 'Provide DNS Base Security Solution' and Maintenance as per scope of work.
  - 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 description mentioned in the technical specifications and requirements and scope of work 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**

- 10.1 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.
- 10.2 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 The "SERVICE PROVIDER" will make all reasonable endeavours 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 or damage 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**

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.

9.1 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 back up support of all (under warranty or subscription) of the DNS Base Security Solution, which are or become defective, malfunction, or breaks down.

9.2 Under this agreement software under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in technical specifications and requirements and scope of work is also covered.

9.3 Under this agreement any software becomes faulty, will be replaced by "SERVICE PROVIDER" provided backup to operational the environment within next business day whereas replacement or maintenance of the fault will be resolved in later phase accordingly.

9.4 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>24x7x4</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 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 routine 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 to 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 the findings will be communicated to IBA through the Help Desk / Service Provider personnel.</p>
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### **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. In case 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 “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 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 \_\_\_\_\_2023 to \_\_\_\_\_2024.

19.3 All terms and conditions of tender vide # IT/XX/22-23 will be the integral part of this agreement and can't be revoked.