

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

# **TENDER FORM**

## **Tender # IT/29/23-24 Provide and Supply Network Anti-APT Solution**

**Date of Issue** : **April 17, 2024**

**Last Date of Submission** : **May 10, 2024 (3:00 PM)**

**Date of Opening of Tender** : **May 10, 2024 (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 and Supply Network Anti-APT Solution (IT/29/23-24)	Single Stage One Envelope	2%
<b>Tender Fee and Dates</b>		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	April 17, 2024, at 9 AM	
▶ <i>Issuance end date &amp; time:</i>	May 10, 2024, at 3 PM	
▶ <i>Submission date &amp; time:</i>	April 17, 2024, to May 10, 2024, from 9 AM to 3 PM	
▶ <i>Opening date &amp; time:</i>	May 10, 2024, at 3:30 PM	

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date and 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 the 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.pprasindh.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 and SSPRA websites and leading newspapers on April 17, 2024, for "Provide and Supply Network Anti-APT 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 and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime and 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 and Stamp**

It is necessary to fill in the Tender Form meticulously and sign and 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**

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 and 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 April 17, 2024, to May 10, 2024, 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: [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk)

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Stamp and 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 a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on May 10, 2024. **Tender Documents received by fax or email will not be accepted.**

**g) Date of Opening of Tender**

The bid will be opened on May 10, 2024, at 3:30 PM in the presence of representative bidders who may care to attend.

**h) Rights**

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

**i) Delivery of Services**

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

**j) 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 and Signature

### 3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide and Supply Network Anti-APT 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):** Forty-five days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is May 10, 2024, 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 May 10, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** In the event of a delay in delivery at the supplier's fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- a. Evaluate the request for an extension in the delivery period as per its merit and may consider an extension in the delivery period or otherwise.
  - b. May cancel the contract.
  - c. Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (i) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (j) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount (in words and figures):** \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

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 Stamp and Signature

#### **4. Terms and 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 45 days from the closing date of the submission of the proposal. However, the bidders 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 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 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 service provider quoted in the tender. After the final inspection of the unit, the decision will be made.

##### **h) Compliance with specifications**

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

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Stamp and Signature

**i) Support Capabilities**

The Service providers should indicate the support capabilities for all the hardware and software provided during the course of the warranty.

**j) Bid Evaluation:**

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

**k) Delivery Time**

45 days from the issuance of Purchase/Work Order/Letter of Acceptance.

**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 the Procurement Department.

**n) Stamp Duty**

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

**o) Quantity**

Competent Authority reserves the right to remove any item or article or reduce/enhance quantity.

**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) 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.

**r) 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.

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Stamp and Signature

**s) Inspection/Testing**

Head of Procurement in the coordination of technical department will inspect the items/product or services as per specifications after arrival at stores or deployed directly at the technical department and will carry out necessary testing of product/equipment or services and render a Certificate of Correctness.

**t) Payment Terms**

- a. 80% after successful deployment of acquired solution at IBA, Karachi.
- b. 20% remaining payment of the order value would be paid after three months from the signing of the final acceptance.

**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 Service provider 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) Secrecy & Confidentiality**

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

**x) Licensing Rights**

The Bidder/ Service Provider must have rights from the source and have NOC from the concerned licensing authority in Pakistan.

**y) Genuinely**

The Successful Service Provider must provide a genuine software license. If found forged/tempered, at any stage would be categorically debarred for further services and legal actions would be taken.

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Stamp and 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 and 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 and 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 and 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 and 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/service provider/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and 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.**

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Stamp and Signature

## 6. Scope of Services

- a. The selected bidder shall be responsible for providing one year of services.
- b. The scope of this bid, and its subsequent order, is to provide Support/warranties (one year) of Network Anti-APT Solution – XDR for Network MDR with transport and labour charges included in the Bill of Quantity.
- c. The selected bidder will be responsible for responding as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this Bill of Quantity.
- d. 24x7 on-site support with 2 hrs initial response time.
- e. 24x7 on-site support with 4 hrs turnaround time.
- f. The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- g. Complete technical features of the software meet the technical specifications conforming with the BoQ. Any additional feature(s) if so, may also be included.
- h. Unlimited re-installation on any number of systems/operating systems.
- i. Free software updates and upgrades during the licensing period.
- j. Mode of virus database update, and procedure in case of reinstallation, and centralized administration details to be included with the bid.

## 7. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1.	Last 3 years' turn over with a minimum of 15 million (per year) as Audited Financial Statement and Annual Return.	
2.	Sales tax registration certificate with last month's return copy of both FBR and/or SRB and NTN certificates at the time of submission of the bid.	
3.	Authorized Partnership/ Reseller/ Distribution/ OEM Certificate.	
4.	Successful completion of at least three (03) similar projects completed / in hands in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	

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

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Stamp and Signature

### 8. Bill of Quantity

Quoted Brand: \_\_\_\_\_

Quoted Model: \_\_\_\_\_

Sr #	Description	Qty	Amount
1	<p><b>Network Anti-APT Solution &amp; NDR</b>                      Network Sensor for XDR 500                      500 Mbps Virtual Appliance  <u>Features:</u></p> <ul style="list-style-type: none"> <li>• Leader in Forrester Wave Network Analytics report</li> <li>• Integration with existing implemented solution of Trend Micro XDR platform.</li> <li>• Behaviour detection capabilities, traffic and object analyses.</li> <li>• Inspect up to 500 Mbps of traffic irrespective of users involved.</li> <li>• Support 90+ protocols including SMB for lateral movement detection (must share list of all protocols)</li> <li>• Sandbox solution must not be detectable by malware to avoid evasion</li> <li>• Network and Document exploit detections</li> <li>• Feature to analyse scripts</li> <li>• Remain completely invisible to both the end user as well as the attacking website.</li> <li>• Detect rootkits.</li> <li>• Handle DLL injections.</li> <li>• Accurately identify malware and maintain a very low false-positive rate.</li> <li>• Utilize XFF headers to identify the client machine generating the alerts when deployed in front of a proxy server.</li> <li>• Display the geo-location of the remote command and control server(s) when possible.</li> <li>• Report the Source, Destination, Detection Name, Detection Severity and Protocol.</li> <li>• Detect potential malicious network traffic, such as DNS queries to Botnet C&amp;Cs.</li> <li>• Monitor SMTP Traffic.</li> <li>• Integrate with the investigation platform to perform threat hunting and investigation.</li> <li>• Signature-based and advanced detection technologies Machine Learning, AI and behavior monitoring.</li> <li>• Cloud offering to monitor all users.</li> <li>• Support for Zero Trust model</li> </ul>	1 Job	

\_\_\_\_\_  
Stamp and Signature

<ul style="list-style-type: none"> <li>• Threat intelligence platform</li> <li>• Run security playbooks on particular alerts to isolate compromised endpoints or block suspicious hash, IP, URL and domain.</li> <li>• Automatically discover exploitable vulnerabilities for both internal assets and assets exposed to the Internet.</li> <li>• Discover public assets, and identify available services and open ports.</li> <li>• Discover service accounts mapped with their risk scores.</li> <li>• Integration with Sangfor NGAF and third-party tools.</li> <li>• Integrate with MISP for both ingesting intelligence feeds and sharing suspicious objects like hash, IP, URL and domain.</li> <li>• Zero Trust capability to block access to specific internal applications or specific Internet resources based on user and device risk</li> <li>• Perform the following response action with XDR:             <ul style="list-style-type: none"> <li>• Disable/Enable user account</li> <li>• Force password reset</li> <li>• Collect file Dump process memory</li> <li>• Run remote custom script</li> <li>• Take remote shell of Linux and Windows systems.</li> </ul> </li> <li>• Port scan and detecting reconnaissance scan using Firewall feature.</li> <li>• Device-based risk visibility.</li> <li>• User-based risk visibility.</li> <li>• Disable and enable user accounts remotely.</li> <li>• Force user account password reset.</li> <li>• Gather hardware and OS information of the managed system.</li> <li>• Collect Windows Event Log, including RDP, Security, System etc.</li> <li>• Collect auto-start entries, scheduled tasks, services etc.</li> <li>• Showcase information resources for active threats and threat actors.</li> <li>• Showcase leveraging valuable indicators of potential threats from both custom and curated intelligence reports for auto and manual sweeping.</li> <li>• Integration with TAXII feeds.</li> <li>• Create incidents to group related workbench alerts</li> <li>• Analyse the URL in the sandbox</li> <li>• Collect the file and send it to the sandbox for analysis</li> <li>• Detect exploitable vulnerabilities in the managed systems</li> <li>• Detect weak authentication in Azure / AD</li> <li>• Detect stale accounts in Azure / AD</li> <li>• Detect extra admin accounts in Azure / AD</li> <li>• Dashboard and reporting</li> <li>• Integration with SIEM</li> </ul>	
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Stamp and Signature

Sr #	Description	Qty	Amount
2.	<p><b>Network Managed Services &amp; Response</b>                      Managed XDR for Networks  <u>Features:</u></p> <ul style="list-style-type: none"> <li>• MDR services for 500 Mbps</li> <li>• 24x7x365 Alert Investigator, Incident Responder, Threat Hunter/ Forensic, Analyst and SOC Manager at their local/regional/ international locations to ensure Purchase services are monitored and remotely managed vigorously.</li> <li>• Advanced threat assessment and intelligence:                             <ul style="list-style-type: none"> <li>a) Identify, isolate, and investigate indicators of compromise (IOCs) before damage can occur</li> <li>b) Correlate security events with Threat Intelligence to prioritize response efforts</li> <li>c) Gain essential insight into attackers' intent as well as techniques</li> <li>d) Respond to emerging threats through a detailed incident management approach.</li> </ul> </li> <li>• Uses Machine and Human Elements to Analyse Millions of Events in Real-Time.</li> <li>• Continuous threat hunting of in-scope assets.</li> <li>• Creation of Incident Playbooks.</li> <li>• Complete security to the organization network, and its systems against All/any threat, including but not limited to (cyber-attacks, hacking, data lost due to viruses, ransomware attacks, bugs, security breaches, gaining unauthorized access to the organization network etc).</li> <li>• Monthly and quarterly reporting demonstrating the summarized view of catered alerts/offences/incidents detected in each month from the Management Perspective.</li> <li>• Investigation and response proactive outreach including IoC sweeping.</li> <li>• Round-the-clock managed protection against modern evasive threats.</li> <li>• Visibility across your entire network, analysing network traffic and hunting for threats.</li> <li>• Include IOA hunting</li> <li>• Full picture of the attack across the entire enterprise</li> <li>• Root cause analysis, attack vector, dwell time, spread, and impact.</li> <li>• Include impact analysis and response guidance.</li> </ul>	1 Job	
<b>Total</b>			
<b>13% SST (if applicable)</b>			
<b>18% GST (if applicable)</b>			
<b>Grand Total</b>			

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

Stamp and 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 and Signature

## 6. General Conditions of Contract

**THIS SERVICE LEVEL AGREEMENT** is made at Karachi on \_\_\_\_ day of 2024, and will commence \_\_\_\_\_ (Effective Date) till \_\_\_\_\_ (Termination Date), in the continuation of contracts Bid Nos. IT/29/23-24, for the Network Anti-APT Solution;

### **BY AND BETWEEN**

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

### **AND**

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

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

### **RECITALS**

#### **WHEREAS:**

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

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

#### **Article I**

##### **DUTIES and SCOPE OF SERVICES and WORKS AND AGREEMENT**

- 1.1 This service includes the “Provide and Supply Network Anti-APT Solution”, and discussions with “IBA” before the determination of the scope of services with any/all other relevant details for presentation to “IBA”.
- 1.2 “THE SERVICE PROVIDER” agrees to provide any/all kind of Services(s) and Work(s) of ‘Provide and Supply Network Anti-APT Solution’ to “IBA” whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.3 “THE SERVICE PROVIDER” will coordinate their work with the Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in the supervision of proposed ‘Provide and Supply Network Anti-APT Solution’.

- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if it occurs, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as and when required with a prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".

## **Article II**

### **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide and Supply Network Anti-APT Solution in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide the Provide and Supply Network Anti-APT Solution directly on official address of IBA, Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)
- 2.5 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.6 No pirated / forged / tampered material/product would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 End to end deployment of the procured product/solution.
- 2.8 The necessary service support should be provided by "THE SERVICE PROVIDER" during the agreement period.
- 2.9 SERVICE PROVIDER will ensure the following:
  - 2.9.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired product/software/solution as per BOQ.
  - 2.9.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the service/licensing period.
  - 2.9.3 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
  - 2.9.4 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
  - 2.9.5 THE SERVICE PROVIDER shall provide onsite support.
  - 2.9.6 THE SERVICE PROVIDER will also responsible for complete installation, configuration and deployment of required solution.
  - 2.9.7 This contract would be for 1 year subscription.

## **Article III**

### **REMUNERATION**

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

- 3.2 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.3 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.
- 3.4 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by "THE SERVICE PROVIDER" as per SRO/Notification.

**Article IV**

**ARBITRATION**

- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article V**

**FORCE MAJURE**

- 5.1 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 VI**

**RENEWAL**

- 6.1 This Agreement shall be renewed with mutual consent and satisfactory performance upon completion of one year if the IBA, Karachi and the "SERVICE PROVIDER" agree so.
- 6.2 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 and Conditions of the agreement would remain same.

**Article VII**

**TERMINATION**

- 7.1 "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 VIII**

**INDEMNITY**

- 8.1 "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 IX**

**NOTICE**

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

**Article X**

**INTEGRITY PACT**

- 10.1 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).
- 10.2 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.
- 10.3 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 and remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 10.4 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 and 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 XI**

**MISCELLANEOUS**

- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of Purchase / Work Order.
- 11.3 All terms and conditions of tender vide # IT/29/23-24 will be the integral part of this agreement and can't be revoked.