

Tender Fee: Rs. 2000/-
(Non-Refundable)

TENDER FORM

Tender # IT/16/21-22 Network Firewall with Support & Services & Services

Date of Issue : January 25, 2022
Last Date of Submission : February 11, 2022 (3:00 PM)
Date of Opening of Tender : February 11, 2022 (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/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Network Firewall with Support & Services IT/16/21-22	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 2,000/- Issuance start date: January 25, 2022, at 9 AM Issuance end date & time: February 11, 2022, at 3 PM Submission date & time: January 25, 2022, to February 11, 2022, from 9 AM to 3 PM Opening date & time: February 11, 2022, at 3:30 PM		

Tender Document 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 bidders' 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 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 Website <https://www.iba.edu.pk/tenders>

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1. Introduction

Dear Tenderer:

Thank you, the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SSPRA websites and leading newspapers on January 25, 2022, to "Network Firewall with Support & Services".

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 of 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 un-answered 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 Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from January 25, 2022, to February 11, 2022, during 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 bid or proposal as per Rule-25(i) of said rules.

e. Communication

Any request for clarification regarding technical specification 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

Stamp & Signature

f. Submission of Documents and Address

Separate envelopes clearly labelled for 'Original Document', 'Copy' 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 February 11, 2022. **Tender Documents received by fax or email will not be accepted.**

g. Date of Opening of Tender

The bid will be opened on February 11, 2022, 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 Deliveries

Supply and services will be delivered at IBA Testing Centers in Islamabad, Lahore and Sukkur. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

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3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Supply & Installation of Wireless Access Points on C&F Basis’.
- (c) **Procuring Agency’s address: Main Campus, University Enclave, Karachi.**
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days): Ninety Days.**
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the Tender Document in a sealed envelope is February 11, 2022, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, 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 February 11, 2022, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 30 days.
- (i) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery.
- (j) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

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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% (converted amount in PKR) of the total cost of bid, should be submitted along with the tender documents.

b. Performance Security

Successful bidder should provide 5% Performance Security of total value of Purchase Order / Work Order in the form of Pay Order or bank guarantee before submission of 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 90 days from the closing date of the submission of the proposal. However, the Manufacturer/Firm/Company/Distributor/Supplier is encouraged to state a longer period of validity for the proposal.

d. Currency

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

e. Ownership

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

f. Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Manufacturer/Firm/Company/Distributor/Suppliers responding to this tender and parties to any contract executed according to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, 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 demo unit which supplier quoted in the tender. After the final inspection of the unit the decision will be made.

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h. Support Capabilities

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

i. Compliance to Specifications

The Manufacturer/Firm/Company/Distributor/Supplier shall provide information as per requirements given in BoQ. However, Manufacturer/Firm/Company/Distributor/Suppliers can submit multiple solutions. Manufacturer/Firm/Company/Distributor/Supplier may not propose/supply any kind of refurbished hardware equipment/components in their proposals.

j. Cancellation

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

k. Invoice

Invoice / bill should be submitted to Purchase Department.

l. Stamp Duty

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

m. Delivery Time

Services and supplies should be delivered at IBA within 04 weeks after receiving of Purchase / Work Order.

n. Payment Terms

80% payment after delivery and remaining 20% payment after successful installation of the delivered equipment. All payments shall be released after submission of commercial invoice.

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5. Integrity Pact

- (a) Its intention is 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, be stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

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6. Project Objectives

Institute of Business Administration, Karachi (IBA) requires 'Network Firewall with Support & Services for 3 years. This 'Service Level Agreement for 3 bundles/sets of Network Firewall' includes:

- a. Software licence subscription for 3 years.
- b. Technical support and upgrade for 3 years.
- c. Upgrade licence for 24 x 7 x 365 for 3 years.

7. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Minimum 5 years of similar experience.	
2	Last 3 years' turn over with minimum 06 million (per year) as bank statement or financial statement.	
3	Sales tax registration certificate with last month return copy both FBR and / or SRB and NTN certificates at the time of submission of bid.	
4	Original Equipment Manufacturer (OEM) or authorized tier-1 agent/partner.	

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8. Bill of Quantity & Technical Requirement

S. No.	Type	Product Code	Product Description	Qty	Rate	Total Amount
1	Hardware Sangfor NGAF or equivalent	NGAF51	M5100-F-I, Hardware, SSL VPN For 30 Concurrent User, Site-to-Site IPsec VPN	3		
2	Compatible Software & Services Sangfor NGAF or equivalent	PM-51-3Y	M5100-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering, Application Control, IPS Email Security, Risk Assessment, Security Visibility, Basic Security Reporter, Engine Zero, Neutral-X, 3 yrs	3		
		HRTF51-3Y	M5100-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt), 3yrs			
		STS51-3Y	M5100-F-I, NGAF Software Upgrade, 24x7 technical Support Services, 3yrs			
(3 years support for item no. 1 & 2)						
Total						
GST (If Applicable)						
SST (If Applicable)						
Grand Total						

Grand Total Amount Rupees (in words) _____

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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 _____

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9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2022

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, 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 Key CEO, Mr. _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Network Firewall Maintenance with Support' (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Network Firewall Maintenance with Support" and "THE SERVICE PROVIDER" have offered to render all kind of Network Firewall Maintenance with Support (including but not limited to the "Network Firewall Maintenance with Support" 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 "Network Firewall Maintenance with Support" discussions in respect of the same with "IBA" before the determination of Network Firewall Maintenance with Support to illustrate the schematic schedule work to suitable scale with any/all other relevant details for performance to "IBA" for Network Firewall Maintenance with Support. "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.

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Article I
DUTIES & SCOPE OF WORK

- 1.1 This service includes, the “Network Firewall Maintenance with Support”, discussions with “IBA” before the determination of scope of services with any/all other relevant details for presentation to “IBA”.
- 1.2 “THE SERVICE PROVIDER” agrees to provide any/all kind of Services(s) & Work(s) of Network Firewall Maintenance with Support to “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 “THE SERVICE PROVIDER” will coordinate their work with Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed ‘Network Firewall Maintenance with Support’.
- 1.4 “THE SERVICE PROVIDER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/ amount inclusive of all taxes and levies.
- 1.5 “THE SERVICE PROVIDER” will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SERVICE PROVIDER”.
- 1.7 The SERVICE PROVIDER shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as backup in company office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.

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- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this SLA shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 “THE SERVICE PROVIDER” will provide ‘Network Firewall Maintenance with Support’ at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Wireless Access Points in accordance with the description & specification.
- 2.3 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.4 “THE SERVICE PROVIDER” hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 “THE SERVICE PROVIDER” accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.7 This Agreement shall be in effect from _____, 2022 to _____, 2023 and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.

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2.8 SERVICE PROVIDER will ensure the following:

(a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.

(b) Service Level

Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.

(c) Performance Goals

(i) _____ Hrs Response Time.

(ii) On-site support

(iii) Provide back-up unit if required.

(d) Performance Measures

(i) 90% equipment repaired on site

(ii) Turnaround time for a repair Maximum 2 days or provide backup unit.

(iii) IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.

(e) Maintenance Schedules: Preventive Maintenance once times in three month.

(f) Physical inspection of complete equipment.

(g) Performance tests and adjustments.

(h) Performance engineering modification and changes, if recommended by IBA.

(i) Responsible for the smooth functioning of already installed Hardware as per BOQ.

(j) Equipment is fully operational and perform properly and meet SBD's Requirements.

(k) The scope of the project is to provide warranties of all IT equipment and components requested in BOQ.

(l) Responsible to respond to events on urgent basis as per SLA mention in this SBD.

(m) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.

(n) Provide Backup in case of delay in part replacement.

(o) The SERVICE PROVIDER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.

(p) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.

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- (q) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
- (r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter)
- (s) The SERVICE PROVIDER will sign a Service level agreement (SLA) with parts for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
- (t) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) THE SERVICE PROVIDER bound to all defective items shall be replaced with new and same brand.

Article III
REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Service Provider is Rs. _____/- total for three-years (inclusive of all taxes) Network Firewall Maintenance with Support, variation may occurred. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 Payment Terms: 80% payment after delivery and remaining 20% payment after successful installation of the delivered equipment. All payments shall be released after submission of commercial invoice. (the same was already given in the tender document as well).
- 3.3 Liquidated Damages: Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- 3.4 Performance Security 5% of total amount of Purchase Order will be provided by “THE SERVICE PROVIDER”.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by THE SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.6 Tax (es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV
ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of Network Firewall Maintenance with Support shall include the following activities;

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- a. 3 years maintenance support with parts, for all the equipment listed in BoQ.
- b. The Bidder will be required to undertake service of Network Firewall Maintenance with Support and Maintenance and related components as follows:
- c. Onsite service to keep the equipment in good working condition. The onsite service will include the following:
 - (i) Service/Maintenance of equipment
 - (ii) Break down call shall be attended immediately as per SLA.
 - (iii) Corrective maintenance of equipment whenever called upon by the IBA.
- d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- e. Back-to-back support for items mentioned in the BOQ from principal.

Article V

FUTURE DEVELOPMENTS AND UPGRADES

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

Article VI

DATA PROTECTION

- 6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the SERVICE PROVIDER shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.
- 6.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
 - (a) comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and

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- (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

ADD-ON EQUIPMENT

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

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Article VIII
SERVICE PROVIDER'S RESPONSIBILITIES

- 8.1 SERVICE PROVIDER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.
- 8.2 Parts will be replaced as per agreed terms of the contract.
- 8.3 Response time will be 4 hours via telephone, email or engineer visit.
- 8.4 Engineer's visit time will be 9:00am to 4:00pm during business hours.
- 8.5 Equipment pickup time will be 9:00am to 4:00pm.

Article IX
SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

- 9.1 Burnt / damaged parts replacement.
- 9.2 In terms of damage SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.
- 9.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article X
SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ is also covered.
- 10.4 Under this agreement any hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.

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- 10.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 10.6 The Service Provider will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

Article XI
Operations & Maintenance (O&M) Support

11.1 The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><u>24x7x4</u></p> <p>THE SERVICE PROVIDER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SERVICE PROVIDER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SERVICE PROVIDER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&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>Support Levels Description:</p> <p>Level 1: THE SERVICE PROVIDER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: 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>Level 3: THE SERVICE PROVIDER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.</p>

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Article XII
Call Logging System

12.1 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: _____

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

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

12.3 **Hours of Coverage:** The Service Provider will provide maintenance and support for 24x7 Basis.

12.4 **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

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12.5 **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, hardware 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 XIII

ARBITRATION

13.1 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 XIV

FORCE MAJURE

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

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Article XV

RENEWAL

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

Article XVI

TERMINATION

- 16.1 "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

- 17.1 "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 XVIII

NOTICE

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

Article XIX

INTEGRITY PACT

- 19.1 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).
- 19.2 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.

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- 19.3 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.
- 19.4 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 XX
MISCELLANEOUS

- 20.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit being correct and abide by the same.
- 20.2 The validity of the contract will be effective from _____ to _____.
- 20.3 All terms and conditions of tender vide # IT/16/21-22 will be the integral part of this agreement and can't be revoked.

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