

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

TENDER FORM

Tender # IT/24/24-25 Provide and Supply Data Storage Equipment on C&F Basis

Date of Issue : May 8, 2025

Last Date of Submission : May 23, 2025 (03:00 PM)

Date of Opening of Tender : May 23, 2025 (03:30 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/distributors/suppliers registered with relevant tax authorities for the following tender:

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Data Storage Equipment on C&F Basis (IT/24/24-25)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Fee:</i>	Rs. 5,000/-	
▶ <i>Issuance start date:</i>	May 8, 2025, from 9:00 AM	
▶ <i>Issuance end date & time:</i>	May 23, 2025, till 3:00 PM	
▶ <i>Submission date & time:</i>	May 8, 2025, till May 23, 2025, from 9:00 AM to 3:00 PM	
▶ <i>Opening date & time:</i>	May 23, 2025, at 3:30 PM	

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

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

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

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

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

REGISTRAR

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

UAN: 111-422-422, Fax: (92-21) 99261508

Contact Person: Sr. Executive Procurement on 38104700, Ext: 2152

Email: tenders@iba.edu.pk, IBA Website: <https://tenders.iba.edu.pk>

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

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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 on IBA & SPPRA websites and leading newspapers on May 8, 2025, for "Provide and Supply Data Storage Equipment on C&F Basis".

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 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 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**

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

d) **Tender Number**

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of 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): Senior Executive Procurement
 Institute of Business Administration,
 Main Campus, University Enclave, Karachi
 Tel #: 021 38104700; Ext 2152
 Email: tenders@iba.edu.pk

f) **Submission of Documents and Address**

Separate envelopes clearly labelled for '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 03:00 PM on May 23, 2025. **Tender Documents received by fax or email will not be accepted.**

Stamp & Signature

g) Date of Opening of Tender

The bid will be opened on May 23, 2025, at 03:30 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) Bid Price

Bid Price should include the following

- a. Cost & Freight of Goods
- b. Insurance charges
- c. Charges for Custom Clearance at Karachi Port
- d. Sellers LC charges
- e. Sales tax and additional sales tax (if applicable)

j) Letter of Credit (LC)

LC charges (client-side), import duties & taxes (where applicable) and demurrage (if applied) will be borne by the supplier/successful bidder. However, the successful bidder will only submit invoice/bill of supplied or delivered items as per BoQ.

k) Bidder's Responsibility

Bidder shall be responsible for transportation of complete consignment to IBA, Karachi premises. This would include the cost of labour for unloading consignment to the designated warehouse. Labour will be provided by the bidder.

l) Location of Deliveries

Supply will be delivered at IBA Store Main Campus, University Enclave, University Road, Karachi.

m) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The manufacturer /firms/companies /distributors/ suppliers should also provide a copy of the certificate(s) etc as proof of their claim.

Stamp & Signature

3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the procurement:** Provide and Supply Data Storage Equipment 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):** 45 (Forty-Five) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date of submitting the tender document in a sealed envelope is May 23, 2025, by 03:00 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 03:30 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 23, 2025, at 03:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of the such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- i. Evaluate the request for extension in the delivery period as per its merit and may consider extension in the delivery period or otherwise.
 - ii. May cancel the contract.
 - iii. 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:** _____

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 90 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 prices in the proposal shall be quoted in foreign currency. For comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan.

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 according to this tender shall be governed by and construed following the laws of Pakistan. The IBA and all Bidders 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, 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.

Stamp & Signature

h) Support Capabilities

The Bidders should indicate the support capabilities for all the hardware and software provided during the warranty.

i) Compliance with specifications

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

j) Cancellation

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

k) Invoice

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

l) Stamp Duty

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

m) Delivery Time

Within 100 days after LC establishment.

n) Payment Terms

- i. Payments will be made through LC in the name of the Principal / Authorized Distributor to be mentioned in the bidding documents.
- ii. LC value will be released on 90 days usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.

o) Source and Nationality Requirements

The country for this procurement is Pakistan. Bidder may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the countries i.e., INDIA & ISRAEL.

p) Shipping/Dispatch Instructions

Shipping will be made by the supplier preferably through the National Vessel/Airline. Shipment by INDIA or ISRAELI Vessel/Airline is not allowed.

The partial shipment of material shall not be allowed; the complete material will be shipped as one consignment.

Stamp & Signature

q) Inspection/Testing

The material of this order is subject to final inspection from the Competent Authority / Technical Team at the time of delivery.

r) Secrecy & Confidentiality

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

s) Original Equipment Manufacturer (OEM) Presence

OEM of the Proposed solution should have registered office and presence in Pakistan for at least 7 Years and should have Warehouses and Support Team in Major Cities of Pakistan specially Karachi.

t) Packing & Transportation

All Equipment shall be individually packed in standard packing provided by the manufacturer for onward transportation and delivery. Any item damaged during transportation will be replaced by the bidders at their own cost.

u) Default

If the Bidder fails to timely deliver items/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) 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.

x) 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.

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 is 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 & 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 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.

Stamp & Signature

6. Project Summary

The Institute of Business Administration (IBA), Karachi, intends to procure a Unified SAN Storage solution for its Main Campus located at Karachi University Enclave, University Road, Karachi. The objective of this project is to ensure the comprehensive deployment and installation of the data storage solution, including three-years warranty and onsite support.

7. Scope of Supply

- a) The Offered Storage should be all flash storage with 2 Active-Active Controllers scale-up and scale-out architecture. LUNs should not belong to any controller. Service loads should be balanced among all controllers and there shall be no service interruption with single controller failure. The proposed solution should be able to support 99.9999% availability.
- b) Offered Storage shall be Min. 50 TB Useable capacity on Min. Raid -6 Calculation without compression and deduplication. The proposed array also must be scalable to 1PB usable capacity and must be scalable to 100 Disks.
- c) Storage must also include Dedupe and Compression License.
- d) The proposed system should support popular operating system platforms such as Windows, HP-UX Linux, Solaris, IBM AIX etc.
- e) The proposed array must support virtualized server environment like VMWARE vSphere, Sangfor HCI, Microsoft Hyper-V Should have tight integration with vSphere Virtual Volumes VVol, VAAI, VASA and Microsoft offload data transport (ODX).
- f) Dual active-active controllers, must be able to scale-out and scale-up.
- g) The Proposed storage array shall be configured with no single point of failure so that failure of storage node / controller shall not impact the operations. Should support hot-swappable SSDs, ports, and power modules without service interruption.
- h) Global Hot Spare shall be configured as per industry practice.
- i) The system must be capable of providing more than 100,000 IOPS with the provided storage capacity.
- j) Non-Disruptive Migration: The proposed array should have the capability to seamless migrate data from other vendor's array.

Stamp & Signature

8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria	Remarks Yes / No	Required Supporting Documents
1.	Relevant experience of at least last three (03) years		One Relevant Purchase Order/Contract of each year
2.	Last 3 years' turnover with a minimum of 40 million (per year) on average		Annual Income Tax Return and Audited Financial Statement of last three years
3.	Active Income Taxpayer at the time of submission of the bid		NTN and STRN registration certificates
4	Active Sales Taxpayer		Copy of Last month's Sales Tax & Services Tax return
5	Original Equipment Manufacturer (OEM) or authorized partner/distributor		Authorized Certificate
6	OEM should have registered office and presence in Pakistan for at least 7 Years		Confirmation on letterhead
7	OEM should have Warehouses and Support Team in Major Cities of Pakistan		Confirmation on letterhead

Note: Bidder must upload all the Supporting Documents on SPPRA EPADS for evaluation. Any missing documents may affect the bid evaluation.

Stamp & Signature

9. Bill of Quantity

Product Features	Make & Model	Qty	Rate	Amount
All Flash Enterprise NVMe Unified SAN Storage <ul style="list-style-type: none"> • 2 Active-Active Controllers scale-up and scale-out architecture • Balanced Service loads • Support 99.9999% availability • Min. 50 TB Useable capacity on Min. Raid -6 Calculation without compression and deduplication • Array scalable to 1PB usable capacity and must be scalable to 100 Disks • Include Dedupe and Compression License • Operating System: Windows, HP-UX Linux, Solaris, IBM AIX etc. & Clustering Support • Support virtualized server environment like VMWARE vSphere, Sangfor HCI, Microsoft Hyper-V Should have tight integration with vSphere Virtual Volumes VVol, VAAI, VASA and Microsoft offload data transport (ODX) • Cache: 96GB or more • Multi Protocol Support: 16G/32G FC, 10G/25G/40G iSCSI connectivity. 16G/32G FC, 10G/25G/40G iSCSI connectivity • Front End Ports: 2 x 4 x 10GE ports, and 2 x 4 x 16Gbps FC ports for replication, all FC ports should be fully activated with SFPs • Back End Ports: Supports SAS 3.0/ 100 Gb RDMA • Disk Drives: no bigger than 7.68 TB enterprise-level NVMe SSDs • With 3 Years (24x7) Hardware & Software Warranty and Support backed by OEM 		1		
Total Amount (C&F Foreign Currency)				
(please refer to Article "Instruction" clause "i")		Currency: _____		
Sales Taxes		(if applicable)		
Additional Sales Taxes		(if applicable)		
Grand Total Amount in Foreign Currency				

Stamp & Signature

Total Amount C&F Foreign Currency (in words) _____

To be filled by IBA, Karachi (as per clause 4(d))

Total Amount PKR (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 made at Karachi on this ___ day of ___, 2025, and will commence _____ (Effective Date) till _____ (Termination Date), in the continuation of contracts Bid Nos. IT/24/24-25, for the 'Provide and Supply Data Storage Equipment on C&F Basis'.

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and exists under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occur in these presents shall mean and include its successors-in-interest, executors and assigns) of the **One Part**;

AND

M/s _____, incorporated under the laws of 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) of the **Other Part**.

(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) THE SUPPLIER 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 THE SUPPLIER, IBA has agreed to avail the Services from the THE SUPPLIER 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 & SCOPE OF WORKS

- 1.1 This Agreement includes, the "Provide and Supply Desktops, Laptops and LEDs", discussions with "IBA" before the determination of scope of supply with any/all other relevant details to "IBA".
- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Desktops, Laptops and LEDs with Accessories to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate their work with Manager IT of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Desktop, Laptops and LEDs with Accessories.
- 1.4 "THE SUPPLIER" will visit the Purchase Offices located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.

- 1.5 Life Insurance / Security of worker will be the responsibility of supplier. IBA will not be responsible for any mishap.
- 1.6 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge to Desktops, Laptops and LEDs with Accessories in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 Delivery time within 60 working days after the issuance of Letter of Acceptance/Intent.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SUPPLIER", will provide all required/necessary labor(s) / transportation(s) / cartage(s) whatsoever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/XX/24-25.

Article III

REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Supplier is Rs. _____/- total for five-years (inclusive of all taxes) 'Provide and Supply of Data Storage Equipment on C&F Basis', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc.
- 3.2 A liquidity Damages;
 - i. In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of the such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
 - ii. Evaluate the request for extension in the delivery period as per its merit and may consider extension in the delivery period or otherwise.
 - iii. May cancel the contract.
 - iv. 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.
 - v. In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per the following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.3 Payment Term;
 - i. Payments will be made through LC in the name of the Principal / authorized distributor to be mentioned in the bidding documents.
 - ii. LC value will be released on 90 days usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises.
- 3.4 Performance Security 5% of total amount of the Letter of Acceptance/Intent will be provided by the Supplier/Party.

- 3.5 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SUPPLIER. This paid Stamp papers challan would be submitted along with the Bill / Invoice.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional (other than Sales/Service Tax) will be paid/borne by the SUPPLIER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of 'Provide & Supply Data Storage Equipment with Support on C&F Basis' shall include the following activities;
 - a. 03 years maintenance support with parts, for all the equipment listed in BoQ.
 - b. Undertake SLA of Provide & Supply Data Storage Equipment with Support on C&F Basis and maintenance and related hardware and software.
 - c. Provide Back to back support for items mentioned in the BoQ from principal.

Article V

FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 "THE SUPPLIER" 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 "THE SUPPLIER" 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 misuses, and that only "THE SUPPLIER" personnel designated for Services have access to the Data.
- 6.2 "THE SUPPLIER" shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
 - (a) Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or 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 this Agreement; and
 - (b) Use the Data only to fulfil its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with the 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 to fulfil its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data

- which has been obtained by or made available to “THE SUPPLIER” within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
- (d) Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
 - (e) Take all reasonable steps to ensure the reliability of the personnel who will have access to any Data and ensure that any employee of “THE SUPPLIER” (or of any of the SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead “THE SUPPLIER” (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
 - (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is following this Agreement and to make the changes suggested (at the SUPPLIER's cost) unless “THE SUPPLIER” can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
 - (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
 - (h) “THE SUPPLIER” acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article 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.

Article VIII

SERVICES / OBLIGATIONS OF THE SUPPLIER

- 8.1 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.
- 8.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, “THE SUPPLIER” 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.
- 8.3 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.
- 8.4 Under this agreement any hardware becomes faulty, will be replaced by “THE SUPPLIER” provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.

- 8.5 If SUPPLIER is required to replace any equipment which is not repairable or damaged or not covered under warranty, then "THE SUPPLIER" will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 8.6 "THE SUPPLIER" 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 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

TERMINATION

- 5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 30 day's notice.

Article VI

INDEMNITY

- 6.1 "THE SUPPLIER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article VII

WARRANTY

- 7.1 THE SUPPLIER should provide 03 years comprehensive verifiable warranties.

Article VIII

NOTICE

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

Article IX

INTEGRITY PACT

- 9.1 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).

9.2 Without limiting the generality of the forgoing THE SUPPLIER represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any 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.

9.3 THE SUPPLIER accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SUPPLIER agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the THE SUPPLIER as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X

SEVERABILITY

10.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XI

MISCELLANEOUS

11.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the work in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.

11.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

11.3 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.

11.4 All terms and conditions of tender vide # IT/XX/24-25 will be the integral part of this agreement and can't be revoked.