

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

TENDER FORM

Tender # IT/28/21-22

Provide & Install Endpoint Protection (Antivirus) Licenses

Date of Issue : June 02, 2022

Last Date of Submission : June 17, 2022 (03:00 PM)

Date of Opening of Tender : June 17, 2022 (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/firms/companies/distributors/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide & Install Endpoint Protection (Antivirus) Licenses (IT/28/21-22)	Single Stage One Envelope	2%
Tender Fee & Dates		
Fee: Rs. 2,000/- Issuance start date: June 2, 2022 at 9 AM Issuance end date & time: June 17, 2022 at 3 PM Submission date & time: June 2, 2022 to June 17, 2022 at 3 PM Opening date & time: June 17, 2022 at 3:30 PM		

Tender Documents may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi and will be opened on the same date & venue in the presence of the 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 for the interest you have shown in response, to the IBA's advertisement which has floated on IBA & SPPRA websites and leading newspapers on June 02, 2022, to "Provide & Install Endpoint Protection (Antivirus) Licenses".

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 the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from June 02, 2022, to June 17, 2022, during working 09:00 AM to 03:00 PM or download directly from IBA website.

(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): 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 03:00 PM on June 17, 2022. **Tender Documents received by fax or email will not be accepted.**

(g) Date of Opening of Tender

The bid will be opened on June 17, 2022, 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) Invoice Submission

The invoice/bill should be submitted to Purchase Department.

(j) 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 copy(ies) 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 & Install Endpoint Protection (Antivirus) Licenses.
- (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 June 17, 2022, by 03:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi.
- (g) **The venue, Time, and Date of Bid Opening:** The Tender will be opened on June 17, 2022, at 03:30 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:** 15 days.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier 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:
- 1) Evaluate the request for extension in the delivery period as per its merit and may consider extension in the delivery period or otherwise.
 - 2) May cancel the contract.
 - 3) 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.
- (j) **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.
- (k) **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% (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 or 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 Manufacturers/Firm/Companies/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, 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 that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

h) Support Capabilities

The Manufacturer/Firm/Company/Distributor/Supplier should indicate the support capabilities for all the hardware and software provided during the warranty.

Stamp & Signature

i) Compliance to Specifications

The Manufacturer/Firm/Company/Distributor/Supplier shall provide information as per requirements given in BoQ. However, Manufacturers/firms/Companies/Distributors/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 the above items if the material is not in accordance with its specifications or if the delivery is delayed.

k) Stamp Duty

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

l) Delivery Time

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

m) Payment Terms

- (a) 80% after the successful deployment of the 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.

n) 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.

o) Inspection/Testing

Head of Procurement in the coordination of the technical department will inspect the items as per specifications after arrival at Stores and will carry out necessary testing of equipment and render a Certificate of Correctness.

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

p) Secrecy & Confidentiality

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

q) 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.

Stamp & Signature

r) 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 to war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

s) 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.

t) GST

GST will be paid on applicable items only.

u) Liquidated 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.

v) Increase in Taxes

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

w) Scope of Services

- (1) End to end deployment of the procured product.
- (2) The necessary service support should be provided by Bidder during the agreement period.
- (3) Training of two IBA resources on the purchased product from OEM authorized training center.

x) Licensing Rights

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

y) Genuinely

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

z) Delivery of Licenses

All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered is not conforming to the specifications and bill of quantity, the licenses will not be accepted.

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 & 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 a mandatory requirement other than auxiliary services/works.

Stamp & Signature

6. Project Summary

Institute of Business Administration, Karachi (IBA) requires 'Provide & Install Endpoint Protection (Antivirus) Licenses' including;

- a) Endpoint Protection Antivirus Licenses as per Bill of Quantity.
- b) Technical support and upgrade.
- c) Included mentioned and necessary software with licenses and support.

7. Scope of Work

- 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 Endpoint Antivirus Licenses included in the Bill of Quantity.
- c) The Successful bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc.
- d) 24x7 on-site support with 2 hrs initial response time.
- e) 24x7 on-site support with 4 hrs turnaround time.
- f) The Successful 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) The installation should be compatible with Core 2 Duo with 4 GB RAM systems.
- i) Unlimited re-installation on any number of systems / operating systems.
- j) Free software updates and upgrades during the licensing period.
- k) Successful Bidder should provide training to concerned staff of IBA for the proposed solution.
- l) Mode of a virus database update and procedure in case of reinstallation, and centralized administration details to be included with the bid.

Stamp & Signature

8. Bidder Qualification Criteria

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Last 3 years' turnover with a minimum of 10 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 / 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.	

Stamp & Signature

9. Technical Specifications & Bill of Quantity

Provide & Install Endpoint Protection (Antivirus) Licenses

a) Technical Requirements with Specifications

Quoted Brand: _____

Technical Requirements		Compliance (Yes/No)
General Requirement	Leader in Gartner Magic Quadrant and Forrester Wave of endpoint security.	
	Includes comprehensive web console-based administration for both on the cloud management server	
	Have a hybrid deployment option	
	Have streamlines centralized security management with a web or cloud console	
	Able to integrate with Active Directory in case of hybrid deployment as well	
	Provides data retention for 30 days.	
Threat Protection Requirement	Includes signature-based detection with behavior monitoring and machine learning	
	Able to provide machine learning on file and process	
	Have technologies to detect, stop and restore encrypted files from ransomware	
	Have ML-driven threat protection that's effective even without the regular updates	
	Provides pre-execution detection and blocking of new and evolving threats (advanced machine learning, sandboxing to detect malware hidden in custom packers, and suspicious file behavioral monitoring and blocking), and signature-based methods	
	Have System Watcher/behavior analysis to protect against file-encrypting malware and roll back the changes made by malicious applications.	
	Able to protect against CnC connections part of vendor threat intelligence or manually	
	Have exploit prevention feature that denies attackers by blocking the exploit tools and techniques used to distribute malware, steal credentials, and escape detection	
	Able to terminate memory resident virus processes	
	Includes web protection to prevent access to malicious websites	
	Includes host-based firewall	
	Includes Intrusion Prevention System (IPS)/s that show CVE on each endpoint that is being protected	
	Provides application control feature to implement blacklisting or whitelisting or lock-down	
Have data encryption		
Have mobile security		

Stamp & Signature

Technical Requirements		Compliance (Yes/No)
Data Leakage Prevention	Have data discovery capability on endpoints	
	Protects against data leaks via USB drives and other channels based on specified sensitive content	
	Able to stop data leakage on Web and Email	
	Capability to protect data on keywords	
	Capability to protect data on expressions	
	Capability to protect data based on file type	
	Support user justification option when violating the DLP policies	
Device Control Requirement	Able to restrict device access on endpoints by assigning rights to read, read/write, write and deny access to USB drives.	
	Provides restrictions for the CD-ROM	
	Provides restrictions for the Network Shares	
Endpoint Detection & Response Requirement	Leader in Forrester Wave XDR Report	
	Delivers powerful IT security operations hygiene and threat hunting for both IT admins and security analysts	
	Provides monitoring and visualization of every investigative stage, fast access to data, premium threat discovery and efficient analysis	
	Provides the ability to record and analyze endpoint behaviour to identify Advanced Attack Techniques	
	Provides IOC sweeping	
	Provides Yara rule scanning	
	Provides the ability to conduct root-cause analysis	
	The proposed solution must map detections to MITRE ATT&CK	
	Provides the ability to scan disk and registry	
	Able to isolate the endpoint	
	Allows termination of malicious process	
Allows blocking of malicious file		
The proposed solution for the cloud must provide telemetry storage for a minimum of 30 days		
Server Security <i>(please provide relevant evidence)</i>	Provides a single platform for complete server protection over physical and virtual (server/desktop).	
	Have at least 03 customers in Pakistan	
	Have support for following OS Windows, Linux, AIX and Solaris	
	Have support for Server 2003 and Server 2008	
	Provides layered defense against advanced attacks and virtual defense layer against vulnerabilities on OS level and application level	
	Able to provide a virtual patch against WebSphere Application Server	
	Able to provide a virtual patch against MS Exchange and other email servers	

 Stamp & Signature

Technical Requirements	Compliance (Yes/No)	
Server Security (please provide relevant evidence)	Able to provide a virtual patch against Oracle Web Logic	
	Able to identify the use of the PSEXEC tool through SMB share	
	Able to detect and alert if an executable file is being uploaded on an SMB share	
	Able to detect and alert batch file upload on a network share	
	Able to identify and alert on the suspicious remote desktop protocol (RDP) brute force attempt	
	Able to prevent access to administration share	
	Able to detect OneDrive, Dropbox, BOX traffic	
	Able to detect the download of a file over FTP	
	Able to detect traffic through remote applications like VNC and TeamViewer	
	Provides firewall feature on Windows, Linux and AIX	
	Have an application control feature to quickly identify new suspicious files	
	Provides IPS feature on Windows, Redhat and AIX	
	Able to detect and alert administrator log-ins on servers	
	Able to alert when log file is cleared (e.g. Windows Event Logs)	
	Able to detect PowerShell command execution	
	Able to detect FTPD events on Solaris	
	Able to detect FTPD events on AIX	
	Able to detect FTP events on Windows	
	Able to detect hosts file modification on Windows	
	Able to detect file attribute changes in /usr/bin and/user/sbin on Unix	
	Able to detect a change in the attribute Permissions of any log file under/var/log path	
	Able to alert when command history is cleared	
	Able to detect the installation of root certificate	
	Able to detect removable devices on Linux	
	Able to identify create and delete activity of users and groups	
	Able to detect when task scheduler entries are modified	
	Able to detect when Windows startup programs are modified	
	Able to detect when a software is installed or uninstalled on Unix	
	Able to detect files created by Oracle Bea WebLogic Server when modified	
	Able to provide lock-down ability (to block all new executable) if needed on Linux	
Able to monitor critical operating system and application files, such as directories, registry keys and values, to detect and report malicious and unexpected changes in real-time		

 Stamp & Signature

Technical Requirements		Compliance (Yes/No)
Server Security (please provide relevant evidence)	Provides hypervisor integrity monitoring, extends security and compliance of virtualized systems to hypervisor	
	Able to provide information on the user and process associated with the launching of executable	
	Able to provide a way to block suspicious list of hashes on Linux	
	Able to list down the vulnerabilities being protected with relevant CVE and CVSS score	
	Able to provide a mechanism to block suspicious web traffic	

b) Bill of Quantity

S.No.	Description	QTY	Unit Price	Total Amount
1	Advanced Endpoint Protection with Data Loss Prevention	1100		
2	Extended Detection and Response	900		
3	Advance Server Security for Physical, Virtual and Cloud Servers	20		
Total Amount				
SST				
Total Amount with All Taxes Included				

Grand Total Rupees (in words) _____

Stamp & Signature

It is hereby certified that the terms and conditions have been read, agreed upon and signed.

M/s. _____

Contact Person: _____

Address: _____

Tel # _____ Fax: _____

Mobile: _____ Email: _____

Stamp & Signature

10. General Conditions of Contract

Provide & Install Endpoint Protection (Antivirus) Licenses

THIS AGREEMENT is executed at KARACHI, on this day June XX, 2022.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Syed Muhammad Wajeeh Zaidi (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 CEO _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Install Endpoint Protection (Antivirus) Licenses vide tender # IT/25/18-19 for the Provide & Install Endpoint Protection (Antivirus) Licenses (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide & Install Endpoint Protection (Antivirus) Licenses" and "THE SERVICE PROVIDER" have offered to render all kind of Provide & Install Endpoint Protection (Antivirus) Licenses including but not limited to the "Provide & Install Endpoint Protection (Antivirus) Licenses" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Provide & Install Endpoint Protection (Antivirus) Licenses" discussions in respect of the same with "IBA" before the determination of Provide & Install Endpoint Protection (Antivirus) Licenses to provide with any/all other relevant details for presentation to "IBA" for Provide & Install Endpoint Protection (Antivirus) Licenses. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

1.1 "THE SERVICE PROVIDER" agrees to Provide & Install Endpoint Protection (Antivirus) Licenses to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.

- 1.2 “THE SERVICE PROVIDER” will coordinate their work with Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed Provide & Install Endpoint Protection (Antivirus) Licenses.
- 1.3 This Agreement shall be in effect from June XX, 2022 for 01 year subscription and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by “THE SERVICE PROVIDER”.

Article II
SCOPE OF PROFESSIONAL SERVICES

Technical Requirements		Compliance (Yes/No)
General Requirement	Leader in Gartner Magic Quadrant and Forrester Wave of endpoint security.	
	Includes comprehensive web console-based administration for both on the cloud management server	
	Have a hybrid deployment option	
	Have streamlines centralized security management with a web or cloud console	
	Able to integrate with Active Directory in case of hybrid deployment as well	
	Provides data retention for 30 days.	
Threat Protection Requirement	Includes signature-based detection with behaviour monitoring and machine learning	
	Able to provide machine learning on file and process	
	Have technologies to detect, stop and restore encrypted files from ransomware	
	Have ML-driven threat protection that's effective even without the regular updates	
	Provides pre-execution detection and blocking of new and evolving threats (advanced machine learning, sandboxing to detect malware hidden in custom packers, and suspicious file behavioural monitoring and blocking), and signature-based methods	
	Have System Watcher/behaviour analysis to protect against file-encrypting malware and roll back the changes made by malicious applications.	
	Able to protect against CnC connections part of vendor threat intelligence or manually	
	Have exploit prevention feature that denies attackers by blocking the exploit tools and techniques used to distribute malware, steal credentials, and escape detection	
	Able to terminate memory resident virus processes	
	Includes web protection to prevent access to malicious websites	
Includes host-based firewall		

	Includes Intrusion Prevention System (IPS)/s that show CVE on each endpoint that is being protected	
	Provides application control feature to implement blacklisting or whitelisting or lock-down	
	Have data encryption	
	Have mobile security	
Data Leakage Prevention	Have data discovery capability on endpoints	
	Protects against data leaks via USB drives and other channels based on specified sensitive content	
	Able to stop data leakage on Web and Email	
	Capability to protect data on keywords	
	Capability to protect data on expressions	
	Capability to protect data based on file type	
	Support user justification option when violating the DLP policies	
	Capability to block print-screen function	
Device Control Requirement	Able to restrict device access on endpoints by assigning rights to read, read/write, write and deny access to USB drives.	
	Provides restrictions for the CD-ROM	
	Provides restrictions for the Network Shares	
Endpoint Detection & Response Requirement	Leader in Forrester Wave XDR Report	
	Delivers powerful IT security operations hygiene and threat hunting for both IT admins and security analysts	
	Provides monitoring and visualization of every investigative stage, fast access to data, premium threat discovery and efficient analysis	
	Provides the ability to record and analyze endpoint behaviour to identify Advanced Attack Techniques	
	Provides IOC sweeping	
	Provides Yara rule scanning	
	Provides the ability to conduct root-cause analysis	
	The proposed solution must map detections to MITRE ATT&CK	
	Provides the ability to scan disk and registry	
	Able to isolate the endpoint	
	Allows termination of malicious process	
	Allows blocking of malicious file	
	The proposed solution for the cloud must provide telemetry storage for a minimum of 30 days	
Server Security (please provide relevant evidence)	Provides a single platform for complete server protection over physical and virtual (server/desktop).	
	Have at least 03 customers in Pakistan	
	Have support for following OS Windows, Linux, AIX and Solaris	
	Have support for Server 2003 and Server 2008	
	Provides layered defence against advanced attacks and virtual defence layer against vulnerabilities on OS level and application level	
	Able to provide a virtual patch against WebSphere Application Server	
	Able to provide a virtual patch against MS Exchange and other email servers	

	Able to provide a virtual patch against Oracle Web Logic	
	Able to identify the use of the PSEXEC tool through SMB share	
	Able to detect and alert if an executable file is being uploaded on an SMB share	
	Able to detect and alert batch file upload on a network share	
	Able to identify and alert on the suspicious remote desktop protocol (RDP) brute force attempt	
	Able to prevent access to administration share	
	Able to detect OneDrive, Dropbox, BOX traffic	
	Able to detect the download of a file over FTP	
	Able to detect traffic through remote applications like VNC and TeamViewer	
	Provides firewall feature on Windows, Linux and AIX	
	Have an application control feature to quickly identify new suspicious files	
	Provides IPS feature on Windows, Redhat and AIX	
	Able to detect and alert administrator log-ins on servers	
	Able to alert when log file is cleared (e.g. Windows Event Logs)	
	Able to detect PowerShell command execution	
	Able to detect FTPD events on Solaris	
	Able to detect FTPD events on AIX	
	Able to detect FTP events on Windows	
	Able to detect hosts file modification on Windows	
	Able to detect file attribute changes in /usr/bin and/user/sbin on Unix	
	Able to detect a change in the attribute Permissions of any log file under/var/log path	
	Able to alert when command history is cleared	
	Able to detect the installation of root certificate	
	Able to detect removable devices on Linux	
	Able to identify create and delete activity of users and groups	
	Able to detect when task scheduler entries are modified	
	Able to detect when Windows startup programs are modified	
	Able to detect when a software is installed or uninstalled on Unix	
	Able to detect files created by Oracle Beas WebLogic Server when modified	
	Able to provide lock-down ability (to block all new executable) if needed on Linux	
	Able to monitor critical operating system and application files, such as directories, registry keys and values, to detect and report malicious and unexpected changes in real-time	
Server Security (please provide relevant evidence)	Provides hypervisor integrity monitoring, extends security and compliance of virtualized systems to hypervisor	
	Able to provide information on the user and process associated with the launching of executable	
	Able to provide a way to block suspicious list of hashes on Linux	
	Able to list down the vulnerabilities being protected with relevant CVE and CVSS score	
	Able to provide a mechanism to block suspicious web traffic	

- 2.1 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Install Endpoint Protection (Antivirus) Licenses 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 & Install Endpoint Protection (Antivirus) Licenses directly on official address of IBA, Karachi to Syed Muhammad Wajeeh Zaidi at his email address 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 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.
- 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 software as per BOQ.
 - 2.9.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the 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.
 - 2.9.7 This contract would be for 1 year subscription.

CALL LOGGING PROCEDURE

In case of any issue, call would be log to following email address / focal person

Email: _____

Phone: _____

Support Manager: _____ Cell: _____
 Account Manager : _____ Cell: _____

Article III **REMUNERATION**

Bill of Quantity

S.No.	Description	QTY	Unit Price	Total Amount
1	Advanced Endpoint Protection with Data Loss Prevention	1100		
2	Extended Detection and Response	900		
3	Advance Server Security for Physical, Virtual and Cloud Servers	20		
Total Amount				
SST				
Total Amount with All Taxes Included				

- 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 the 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 the 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 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 hereof 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, of 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 15-day notice.

Article VI
INDEMNITY

- 6.1 "THE SERVICE PROVIDER" in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 VII
NOTICE

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

Article VIII
PAYMENT TERM

- 8.1 (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.

Article IX
RENEWAL

- 9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

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 M/s _____, 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 M/s _____, 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.

- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s _____, 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 M/s _____, 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/28/2021-22 will be the integral part of this agreement and can't be revoked.

IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.