

Tender Fee: Rs. 3,000/-
(Non-Refundable)

TENDER FORM

Tender # IT/33/23-24 Provide, Supply, Install and Commission MPLS and Data Connectivity

Date of Issue : May 9, 2024

Last Date of Submission : May 31, 2024 (3:00 PM)

Date of Opening of Tender : May 31, 2024 (3:30 PM)

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

Pay Order / Demand Draft # _____, Dated: _____

Amount of Rs. _____, Drawn on Bank: _____

Notice Invitation Tender (NIT)**Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of Manufacturers / Firms / Companies / Distributors / Service Providers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide, Supply, Install and Commission MPLS and Data Connectivity (IT/33/23-24)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Fee:</i>	Rs. 3,000/-	
▶ <i>Issuance start date:</i>	May 9, 2024, at 9:00 AM	
▶ <i>Issuance end date & time:</i>	May 31, 2024, at 3:00 PM	
▶ <i>Submission date & time:</i>	May 9, 2024, to May 31, 2024, from 9:00 AM to 3:00 PM	
▶ <i>Opening date & time:</i>	May 31, 2024, at 3:30 PM	

Tender Documents may be collected after submission of the paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date and venue in the presence of the bidder's representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in the form of a Pay Order or Demand Draft has to be submitted in favour of "IBA Karachi" along with the Tender.

Kindly mention "Tender Number" at the top left corner of the envelope.

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

REGISTRAR

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

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

SPPRA Website: <https://ppms.pprasingh.gov.pk/PPMS/public/portal/notice-inviting-tender>

CONTENTS

1. Introduction	Page 4
2. Instructions	Page 5
3. Bidding Data	Page 7
4. Terms and Conditions	Page 8
5. Integrity Pact	Page 11
6. Project Summary	Page 12
7. Scope of Services and Maintenance	Page 12
8. Bidder Qualification Criteria	Page 14
9. Bill of Quantity	Page 15
10. General Conditions of Contract	Page 16

1. Introduction

Dear Tenderer:

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated in IBA and SSPRA websites and leading newspapers on May 9, 2024, for "Provide, Supply, Install and Commission MPLS and Data Connectivity".

The Institute of Business Administration, Karachi (IBA) is the oldest business school outside North America. It was established in 1955 with initial technical support provided by the Wharton School of Finance, University of Pennsylvania. Later, the University of Southern California (USC) set up various facilities at the IBA and several prominent American professors were assigned to the IBA. The course contents, the curriculum, the pedagogical tools and the assessment and testing methods were developed under the guidance of reputed scholars from these two institutions. IBA has zealously guarded the high standards and academic traditions it had inherited from Wharton and USC while adapting and adjusting them over time.

We expect to avail services/works/items of high standards that meet our prime and basic specifications through this transaction.

Please contact Senior Executive Procurement on 38104700 ext: 2152 for any information and query

Thank you.

-sd-

Registrar

2. **Instructions**

a) Sign and Stamp

It is necessary to fill in the Tender Form meticulously and sign and stamp every page. Moreover, attach the required supporting documentation according to the requirement. The tender document will be accepted ONLY on the IBA's prescribed Tender Document available on the IBA's Website.

b) Filling in the Tender Form

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a paper and clearly mention the item/column name or number etc. that referred to the column/item of the Tender Form.

c) Collection of Tender

You can collect the Tender Document from the office of the Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi from May 9, 2024, to May 31, 2024, from working 9:00 AM to 3:00 PM.

d) Tender Number

Please mention "Tender Number" at the top left corner of the envelopes. IBA, Karachi may reject any bid subject to the relevant provision of SPP Rules 2010 and may cancel the bidding process at any time before acceptance of the bid or proposal as per Rule-25(i) of said rules.

e) Communication

Any request for clarification regarding technical specifications should be submitted in writing to:

Contact Person (IBA): Executive Procurement ICT
Institute of Business Administration,
Main Campus, University Enclave, Karachi
Tel #: 021 38104700; Ext 2155
Email: tenders@iba.edu.pk

Stamp and Signature

f) Submission of Documents and Address

Separate envelopes clearly labelled 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in a Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi till 3:00 PM on May 31, 2024. **Tender Documents received by fax or email will not be accepted.**

g) Date of Opening of Tender

The bid will be opened on May 31, 2024, at 3:30 PM in the presence of representative bidders who may care to attend.

h) Rights

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

i) Location of Services Required

Annual services will be required at Data Centers at IBA, Main Campus, University Enclave, University Road, Karachi, and IBA, City Campus, Kiyani Shaheed Road, Garden, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

j) Delivery of Services

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

k) Clarification / Proof

Please submit copies of certificates of registration with the Sales Tax and Income Tax departments. The Service Providers should also provide a copy of the certificate(s) etc. as proof of their claim.

Stamp and Signature

3. **Bidding Data**

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide, Supply, Install and Commission MPLS and Data Connectivity.
- (c) **Procuring Agency's Address:** Main Campus, University Enclave, Karachi.
- (d) **Amount of Bid Security:** Bid Security of 2% of the total amount/cost will be submitted along with Tender Documents in the shape of PAY ORDER / DEMAND DRAFT only in the name of the Institute of Business Administration, Karachi.
- (e) **Period of Bid Validity (days):** Forty-five days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the tender document in a sealed envelope is May 31, 2024, by 3:00 PM in the tender box placed at Gate no. 04, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The venue, Time, and Date of Bid Opening:** The tender will be opened on May 31, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi.
- (h) **Liquidity damages:** Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery
- (i) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of the Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (j) **Deposit Receipt No:** _____ **Dated:** _____
Amount (in words and figures): _____
Pay Order / Demand Draft #: _____, **Amount: Rs.** _____
Drawn on Bank: _____, **Dated:** _____

Stamp and Signature

4. Terms and Conditions

a) Bid Security

Bid Security, in the shape of a bank draft/pay order in the name of “**Institute of Business Administration**” Karachi, equivalent to 2% of the total cost of the bid, should be submitted along with the tender documents.

b) Performance Security

Successful bidder should provide 5% Performance Security of the total value of the Purchase Order / Work Order in the form of a Pay Order or bank guarantee before submission of the invoice. The Performance Security shall extend at least three months beyond the Date of Delivery/Completion of the contract.

c) Validity of the Tender

All proposals and prices shall remain valid for 45 days from the closing date of the submission of the proposal. However, the bidders are encouraged to state a longer period of validity for the proposal.

d) Currency

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

e) Ownership

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

f) Arbitration and Governing Law

This tender and any contract executed under 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. IBA Karachi may ask to provide a demo unit which the service provider quoted in the tender. The decision will be made after the final inspection of the unit.

Stamp and Signature

h) Compliance with specifications

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

i) Support Capabilities

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

j) Bid Evaluation:

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

k) Installation and Configuration

Supply with Services will be provided at IBA, Main Campus University Enclave Karachi and IBA, City Campus, Garden, Kiyani Shaheed Road, Karachi. IBA not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc..

l) Cancellation

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

m) Delivery Time

The supply with services should be delivered to IBA within 6 weeks after receiving the Purchase/Work Order or Letter of Acceptance.

n) Invoice

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

o) Stamp Duty

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

p) Services Acceptance

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

Stamp and Signature

q) Liquidity Damages

Liquidity damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery or work, up to 10% of the total contract value.

r) Increase in Price

No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

s) Increase in Taxes

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

t) Payment Terms

Payment would be made at the end of each month.

u) Default

If the Bidder fails to timely deliver services as per BoQ, IBA Karachi reserves the right to penalize and may also terminate the contract.

v) Force Majeure

The Service provider shall not be held liable in the event of their failure to comply with the delivery schedule of the ordered items(s) for reasons of Force Majeure including war and other instabilities invasion, the act of foreign enemies, embargo, civil war etc.

w) Emergency Outage Management

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

x) Site Survey

Bidders may survey the site and quote services accordingly. Appointments may be sought by emailing the point of Contact Mr Mansoor Ali, Manager IT (mali@iba.edu.pk).

Stamp and Signature

5. Integrity Pact

Declaration of Charges, Fees, Commission, Taxes, Levies etc. payable by the Bidder;

M/s. _____, the Bidder hereby declares that:

- (a) Its intention not to obtain the Provide and Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide and Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.
- (d) Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the company/firm/service provider/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Note:

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

Stamp and Signature

6. Project Summary

The Institute of Business Administration (IBA) seeks the work of Supply, Installation, Commissioning and Maintenance of MPLS-VPN/ WAN connectivity between the IBA Main Campus Data Centre and IBA City Campus Data Centre. IBA requires 300 Mbps bandwidth Full Duplex WAN connectivity, between the IBA City Campus to IBA Main Campus, over redundant last mile media (Primary media should be Optical Fiber & Secondary media should be over Wireless media/Optical Fiber).

7. Scope of Services and Maintenance

a) Network Services (MPLS/WAN Connectivity)

This scope of work/service includes providing all related network hardware on lease for connectivity, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, change management, migration etc., with SLA binding, the successful bidder [Service Provider] to uptime and service quality commitments. The successful bidder shall be responsible for providing IBA, and bandwidth from their Pops and be responsible for IBA dataflow up to the end location as below:

- The Bidder is expected to provide Primary ISP Connectivity to IBA over Fiber as per IBA's requirements and its Feasibility thereof.
- The primary link should be on Fiber and must have the provisions for future expansion.
- The service provider has to provide the MPLS links for IBA's Data Centre (City Campus), DRsite (IBA Main Campus).
- Successful bidder shall be responsible for getting the necessary permission from Karachi University/ local government agencies/regulatory bodies.
- At DC, and IBA both Campuses have dual last-mile connectivity, the primary link being on fibre and backup on Fiber/RF extended from two different Pops of the vendor. In the event of primary link failure, traffic is routed through backup link.
- Network hardware [router/ Layer 3 switch] if required then provided by the service provider responsibility.
- Equipment including routers/firewalls/modems/converters/fiber/RF equipment, Mux etc. that is required to provide the link will have to be provided by the service provider.
- The successful bidder must have 24 x 7 Customer support Mechanism and have capable to 24 x 7 support for IBA (via phone call, email, support ticket).
- The successful bidder must have redundant internet connectivity and should have two different backhauls.

Stamp and Signature

b) Network Security and Privacy

- Network DDoS attacks (Volumetric DDOS attack) protection should be the responsibility of the service provider and certificate should be attached for the blockage of such type of threats.
- The service provider shall ensure encrypted accessibility of IBA secure connectivity.
- The service provider shall not in any form should collect customer login credentials including usernames, passwords etc and the ISP shall not distribute any customer information for purpose like advertisement, domain parking or for providing the information to search engines. The service provider shall not track corporate users' activity for any purpose.

c) Redundant Network Connectivity Architecture

- In case of downtime at primary link with provider the connection should transfer seamlessly automatically (auto failover) to redundant connection without customer intervention.
- The customer shall also be able to monitor and the service provider shall provide the means to the customer where the customer must be able to choose primary or secondary.
- The architecture shall be able to readily integrate any network devices like load balancers, firewalls, and WAN optimizers.

d) Deliverables

- Provision of CIR Internet service with unlimited data volume (clear pipe /without sharing) at IBA City Campus Data Centre, IBA Main Campus Data Centre, Karachi.
- Smooth deployment of Network infrastructure.
- All equipment will be issued on a rental basis.
- Prompt replacement of burnt / non-functioning equipment will be the responsibility of the service provider.
- Installation, and configuration for successful secure connectivity (MPLS VPN L3) between IBA City Campus and IBA Main Campus.

Stamp and Signature

8. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1.	Minimum 3 years of relevant experience.	
2.	Last 3 years' turnover with a minimum of 7 million (per year) as Annual Return and Audited financial statement.	
3.	"Sales tax registration certificate with last month's return copy of both FBR and SRB" and NTN certificates.	
4.	PTA license for all over Pakistan to Provide Internet Bandwidth at least from last 05 years.	
5.	Last three (03) years satisfactory service Provider licensing history with the concerned regulatory authority/(ies) and related affidavits.	
6.	The bidder must have its own Fiber Optic Cable source.	
7.	Service Provider should have its own Fiber infrastructure in Pakistan.	

Note: Bidder must submit all the Supporting Documents for evaluation

Stamp and Signature

9. Bill of Quantity

Provide, Supply, Install and Commission MPLS and Data Connectivity

Description	UoM	Qty	Unit Rate	Total Amount
Annual Service and Maintenance Bandwidth: 300 Mbps full duplex CIR (clear pipe) unlimited Internet service Media: Redundant Auto failover Fiber link from different rings (where IBA will not bear the cost of the auto-failover router for connection between IBA City Campus and Main Campus offices) Technology: VPN MPLS(L3) CPE deployment: Ethernet Handoff as well as Fiber hand of provisioning Connectivity: Point-to-Point Remote Connectivity: Primary on Fiber and Secondary on RF/ Fiber Data Volume: Unlimited	Monthly Recurring Charges	12 months		
One-Time Charges for Installation, commissioning and configuration	Job	1		
Total Amount in PKR				
13% SST (if applicable)				
18% GST (if applicable)				
Grand Total Amount in PKR				

Grand Total Amount (Rupees in words) _____

Stamp and Signature

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

M/s. _____

Contact Person: _____

Address: _____

Tel # _____ Fax: _____

Mobile: _____ Email: _____

Stamp and Signature

6. General Conditions of Contract

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this ___ day of ___, 2023, and will commence _____ (Effective Date) till _____ (Termination Date), in the continuation of contracts Bid Nos. IT/33/23-24, for the SLA of Dell EMC Storage Service & Maintenance;

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "**Client**", which term wherever occurs 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 the Islamic Republic of Pakistan and having its registered head office at _____ (hereinafter referred to as "**SERVICE PROVIDER**" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) 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) SERVICE PROVIDER has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the SERVICE PROVIDER, IBA has agreed to avail the Services from the SERVICE PROVIDER on the terms and conditions as set out in this Agreement.

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

ARTICLE I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide of Provide, Supply, Installation and Commissioning of MPLS and Data Connectivity Service to "IBA Karachi" Main Campus is required as per the terms & conditions of this Agreement.

- 1.2 "THE SERVICE PROVIDER" will coordinate their work with the Associate Registrar ICT, of the "IBA Karachi" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Provider of MPLS and Data Connectivity.
- 1.3 "THE SERVICE PROVIDER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.5 The measurement of availability of services shall become effective when the last link is deployed by "THE SERVICE PROVIDER" for the IBA Karachi and project implementation signed-off, hereinafter to be referred to as the commencement date for SLA.
- 1.6 SLA measurement shall be conducted once each quarter to assess the performance of service and to decide the penalties for failure to conform to the SLA.
- 1.7 In the interim period, i.e. from the date of deployment of the first link until the deployment of the last link, "THE SERVICE PROVIDER" shall perform Bandwidth Availability and Network Availability measurement for the IBA Karachi.
- 1.8 After the commencement date of SLA, in the event that "THE SERVICE PROVIDER" fails to conform to the SLA in a specific month, IBA Karachi shall grant "THE SERVICE PROVIDER" a grace period of 14 days to improve the services to a level such that services conform to the SLA.
- 1.9 If "THE SERVICE PROVIDER" fails to conform to the SLA after 14 days of the Grace Period given by IBA Karachi, then "THE SERVICE PROVIDER" shall be liable for penalties, as defined below, for the number of days of non-conformant to the SLA from the last day of grace period up to the date that services are conformant to the SLA.
- 1.10 To ensure all availability services are in conformance to the SLA, IBA Karachi shall ensure that all customer equipment and software is operational and in good working condition.
- 1.11 Any impact of "THE SERVICE PROVIDER" services caused due to the reason stated below shall be beyond the scope of this SLA:
 - a) Customer equipment/software faulty.
 - b) Actions undertaken by customer personnel in contravention to recommendations by "THE SERVICE PROVIDER".
 - c) Failure on part of IBA Karachi to allow THE SERVICE PROVIDER personnel access to IBA Karachi Site or Equipment or Services area required to render by "THE SERVICE PROVIDER".
 - d) Reason of Force Majeure.
- 1.12 Scope**
 - 1.12.1 This agreement shall be Operational Support Services (OSS) to be provided to IBA Karachi by "THE SERVICE PROVIDER".
 - 1.12.2 "THE SERVICE PROVIDER" Shall provide OSS inclusive of
 - 1.12.2.1 Incident reporting and ticket service available 24x7x365
 - 1.12.2.2 Helpdesk support service available 24x7x365
 - 1.12.2.3 On-call and on-site support services available as per agreed term
 - 1.12.3.1 Internet Services

- 1.12.3.2 Connectivity between IBA Karachi edge device and THE SERVICE PROVIDER's upstream service provider for accessing the internet.
- 1.13 Incident definition
 - 1.13.1 IBA Karachi encountering a problem that causes the network to fail from delivering services including;
 - 1.13.1.1 Lower Bandwidth than the designated bandwidth for the specific customer site.
 - 1.13.1.2 Bit errors or non-availability of connectivity.
 - 1.13.1.3 The incident would commence when the incident is locked/reported at "THE SERVICE PROVIDER".
 - 1.13.2 Other incidents classified as follows shall not be considered in this Operation and support agreement;
 - 1.13.2.1 Testing Request: Any testing request about "THE SERVICE PROVIDER" services by IBA Karachi in order to verify parameters of IBA Karachi end network.
 - 1.13.2.2 Request for support: any additional request for support (e.g. configuration changes) that are not covered under this operation and support.
 - 1.13.2.3 Service up-gradation and/or down gradation.

ARTICLE II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" would provide 300 Mbps full duplex CIR (clear pipe) unlimited Internet service.
- 2.2 "THE SERVICE PROVIDER" would provide a public pool of three different subnets to the Institute of Business Administration, Karachi with the listed numbers.
 - a) A separate point to point pool of Three addresses for the Internet Gateway address and at the ISP termination device.
 - b) Subnet mask of /27 for public IP addresses.
 - c) Subnet mask of /29 for public IP addresses.
 - d) Subnet mask of /29 for public IP addresses.
- 2.3 "THE SERVICE PROVIDER" would provide a link that must have redundant Infrastructure (Transmission, Power Supply, Network, etc.)
- 2.4 "THE SERVICE PROVIDER" would provide a link that must have Multiple Fiber connectivity from Cable Landing Station to National Wide POPs.
- 2.5 "THE SERVICE PROVIDER" would provide a centralized trouble ticketing tool for call logging, and link monitoring purposes.
- 2.6 "THE SERVICE PROVIDER" will be responsible for laying of Fiber and acquiring all permissions from authorized Regulatory Body where required, supporting documents would be provided by IBA Karachi.
- 2.7 "THE SERVICE PROVIDER" will perform all civil work e.g. installation, excavating, digging (soft & hard), curing, tunnelling, configuration and testing of the Fiber Optic Cable from IBA Main Campus to IBA City Campus.

- 2.8 "THE SERVICE PROVIDER" will provide the equipment/ hardware that shall be brand new and complete in all respects. The devices/ equipment delivered by the "THE SERVICE PROVIDER" must be compatible with the existing network connectivity.
- 2.9 "THE SERVICE PROVIDER" shall provide an alternate of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/advanced model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 2.10 "THE SERVICE PROVIDER" must properly be tagged/numbered the cabling that is associated with the acquired link in the server room and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices is also the liability of "THE SERVICE PROVIDER".
- 2.11 "THE SERVICE PROVIDER" must provide an online usage report through the web portal. "THE SERVICE PROVIDER" must provide a usage report i.e. MRT Graph that can be accessed directly by IBA Karachi.
- 2.12 "THE SERVICE PROVIDER" will fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of Karachi University / IBA Karachi in order to avoid any damage to the cable.
- 2.13 "THE SERVICE PROVIDER" provided link must have the scalability/flexibility to add any additional bandwidth in future.
- 2.14 "THE SERVICE PROVIDER" must ensure that in the event of failure of the primary link the secondary link should remain active. The primary link and secondary link should not fail simultaneously.
- 2.15 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA Karachi" as & when required.
- 2.16 "THE SERVICE PROVIDER" must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.17 Payment would be made at the end of each month. Invoice/bill should be submitted to the Procurement Department.
- 2.18 "THE SERVICE PROVIDER" will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & collection of information, the firm will submit a report including the Fiber layout plan, resources deployment, tasks detail with a timeline to complete the project.
- 2.19 Total 300Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required from competent authorities.
- 2.20 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunnelling configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi will be the responsibility of the Service Provider.

2.21 Services

2.21.1 Incident Reporting and Ticketing

- 2.21.1.1 IBA Karachi shall record the incident at "THE SERVICE PROVIDER" with the designated Shift Engineer, only if initial troubleshooting steps (defined in Clause No.3) could not resolve the problem locally.
- 2.21.1.2 The contact number for IBA Karachi to call "THE SERVICE PROVIDER" shall be _____ or through an email sent to _____
- 2.21.1.3 "THE SERVICE PROVIDER" Shift Engineer shall perform initial troubleshooting and shall issue a Trouble Ticket (TT) for the incident reported by IBA Karachi.
- 2.21.1.4 The issued TTN shall be the reference number for all IBA Karachi calls and correspondence with "THE SERVICE PROVIDER", regarding that specific incident.

2.21.2 Enterprise NOC Support

- 2.21.2.1 THE SERVICE PROVIDER Shift Engineer shall attempt to resolve the problem identified by IBA Karachi during the Incident Reporting Call (IRC).
- 2.21.2.2 In the event the incident is not resolved during the IRC, "THE SERVICE PROVIDER" Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated "THE SERVICE PROVIDER" field engineering support team with respect to the type of problem.
- 2.21.2.3 In case the problem requires Field Engineering Support, the designated "THE SERVICE PROVIDER" **FE** shall subsequently contact IBA Karachi with the reference TT. "THE SERVICE PROVIDER" **FE** shall attempt to resolve the problem identified by IBA Karachi during the Incident Reporting Call (IRC).

2.21.3 On-Site Support

- 2.21.3.1 In the event that **FE** is unable to resolve the reported ticket remotely then the designated "THE SERVICE PROVIDER" FE shall visit the designated IBA Karachi site.
- 2.21.3.2 On-site support call shall be provided by "THE SERVICE PROVIDER" as follow:
- 2.21.3.3 Within 06 hours; in cities where "THE SERVICE PROVIDER" has permanently stationed **FE(s)**.
- 2.21.3.4 Within 24 hours; where a "THE SERVICE PROVIDER" **FE** is not permanently stationed and IBA Karachi site is reachable by Air, with a minimum of 2 flights a day between IBA Karachi site and the nearest "THE SERVICE PROVIDER" office.
- 2.21.3.5 Within 48 hours: Where a "THE SERVICE PROVIDER" **FE** is not permanently stationed and IBA Karachi site is reachable by road and/or by rail from the nearest "THE SERVICE PROVIDER" office.
- 2.21.3.6 In the event that an IRC remains unresolved beyond 72 hours, IBA Karachi shall have the privilege to escalation the IRC to the higher level at "THE SERVICE PROVIDER" as defined in Escalation Matrix.

ARTICLE III **WARRANTY**

- 3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible with the existing network connectivity.

- 3.2 Design of the network should have the scalability/flexibility to add any additional bandwidth in future.

ARTICLE IV

DELIVERY TIMELINES

- 4.1 Subject link with required Bandwidth Capacity will be handed over to the Institute of Business Administration, Karachi within 06 weeks after the date of signing of this agreement. Institute of Business Administration, Karachi team will extend support in arranging permissions from Karachi University.

4.2 Initial Troubleshooting Steps

"THE SERVICE PROVIDER" is striving to enhance and maintain the quality of service. One of our primary goals is to minimize downtime and turnaround time. Below mentioned are some of the areas where our valued enterprise customers can assist and add value to avoid unnecessary outages as well as reduce downtime:

- 4.2.1 On observing link connectivity alarms/failure, the following steps may resolve the problem:

- a. Power Status at branch side
- b. Power cord along with the power supply status of the end device
- c. All cords are firmly plugged in the correct ports
- d. LED status of the CPE (Customer premises equipment)
- e. Power - Hot Rebooting CPE if resolves the issue

- 4.2.2 In case of issues where the physical status of the device is found UP but Customer connectivity is found down, the following steps may resolve the problem locally:

- a. Port status of corresponding switch/router
- b. Ethernet cable re-plugging at switch side
- c. Port settings are manually set to:
 - i. Negotiate = No Negotiate
 - ii. Speed = 100 Mbps (depending on interface)
 - iii. Duplex = Full

- 4.2.3 In order to narrow down the issue, it is important that the correct nature of the issue is described at the time of launching the complaint. In case of internet connectivity is down but physically link (end device) is UP, then it may be accordingly mentioned. Preferably in such cases, below stats/traces of client-side switch/router will be of great help:

- a. Point to Point Ping result (_____).
- b. Show Interface and Show Logs stats to check below important fields:
 - i. CRC (Cyclic Redundancy Check) errors on an interface
 - ii. Physical status of Interface
 - iii. Verify if any specific routing protocol is affecting traffic etc
- c. Traceroute logs.

4.3 Service Duration

- 4.3.1 This Agreement shall commence and be effective from XX XXXX 2024 to XX XXXX, 2025.

- 4.3.2 "THE SERVICE PROVIDER" shall provide the maintenance support services for the link installed at sites Institute of Business Administration, Main Campus to IBA City Campus, Karachi.

4.4 Customer Service Centre Service Desk

4.4.1 THE SERVICE PROVIDER has a best in class, tried and tested service desk facility. IBA Karachi shall use the same service desk structure for receiving operation and maintenance support for the required network.

Service desk will be the first point of contact for IBA Karachi in case of any problem occurs in the network:

Phone Number: _____
 Email ID: _____

4.5 How to open Trouble Ticket

4.5.3 If issue is not resolved by the above troubleshooting steps then, IBA Karachi shall contact “THE SERVICE PROVIDER” by dialling +92_____or email at _____ and copying _____ & _____.

4.5.4 On filing/logging the complaint, “THE SERVICE PROVIDER” will issue TT to IBA Karachi.

4.5.5 IBA Karachi must save the number for future correspondence with reference to this particular issue.

4.5.6 The nature of the issue along with the below information must be shared by IBA Karachi for locking/registering the complaint.

Branch Code	Service Address	Last Mile Media	VLAN/IP	POC Available at Site along with Voice Contact	POC Available in Head Office / NOC along with voice contact
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4.6 Hours of coverage

THE SERVICE PROVIDER service engineers shall be available on call 24x7x365

4.7 “THE SERVICE PROVIDER” Engineers Permanently stationed

To provide On-site support services, “THE SERVICE PROVIDER” Field Engineers (FEs) are permanently stationed in the cities of:

- i. Karachi

4.8 Escalation Procedure

CUSTOMER SERVICE CENTRE initial response which includes performing initial troubleshooting and generation of trouble ticket will be done as per following:

- i. For aggregation/ Critical site (Severity – 1) 15 minutes
- ii. Non-aggregation site (severity -2) 30 minutes

4.9 Service/ Network Availability

Each designated customer site is being allocated a specific bandwidth and connectivity link for network operations. These include last mile(s), Aggregation Point(s), and backbone network.

4.10 Bandwidth Availability

“THE SERVICE PROVIDER” shall render bandwidth availability of 99.5% for each designated customer site.

4.11 Network Availability

“THE SERVICE PROVIDER” shall render network availability of 99.5% for each designated customer site.

ARTICLE V
PENALTIES COVERED UNDER THIS AGREEMENT

5.1 The Penalties covered under this Provision of Network Availability is classified herewith. In the event of failure to render services in conformance to the Agreement.

5.2 Failure to conform the Network Availability.

5.3 The Maximum limit of penalties under this SLA's Network availability are classified as under:

* Maximum LDs shall be 5% of MRC/QRC

Network Availability (% of 2160 hours)	Deduction from Quarterly Recurring Service Charge
100% - 99.50%	No Deduction
99.49% - 97.00	1% Deduction
96.99% - 95.00 %	2% Deduction
94.99% - 93.99 %	3% Deduction
92.99% - 92.00%	4% Deduction
Less than 92.00%	5% Deduction

5.4 The penalties shall be deducted once in a quarter in a calendar year.

ARTICLE VI

6.1 The cost offered by the SERVICE PROVIDER is Rs. _____ per year, inclusive of all taxes, for Provide, Supply, Installation and Commissioning of MPLS and Data Connectivity Service vide tender # IT/XX/23-24 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc.

6.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of Provider of Backup Internet Bandwidth to IBA Karachi.

6.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".

6.4 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.

6.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

6.6 Payment would be made at the end of each month. Invoice / bill should be submitted to Procurement Department.

ARTICLE VII

ARBITRATION

7.1 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 Karachi 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 VIII
TERMINATION

- 8.1 In case of non-payment of the Service Charges and/or any other amount/charges payable by IBA Karachi, within sixty (60) days of the Due Date under this Agreement, the Service Provider shall inter alia have the right to suspend/terminate the services and/or the Agreement with immediate effect without providing any prior notice to IBA Karachi.
- 8.2 In case IBA Karachi commits any breach of the terms and conditions contained in this Agreement, the Service Provider shall have the right to terminate/suspend this Agreement by providing fifteen (15) days prior notice to IBA Karachi. However, if the breach is remedied by IBA Karachi to the satisfaction of Service Provider, within the above said period the Agreement shall not be terminated/suspended by the Service Provider.
- 8.3 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 8.4 Upon termination of this Agreement in accordance with the terms hereof, IBA Karachi shall immediately pay to the Service Provider all amounts due to Service Provider. The termination of this Agreement for any reason shall extinguish all of THE SERVICE PROVIDER's obligations under this Agreement, but shall not relieve either Party of any obligation that may have arisen prior to such termination.
- 8.5 In the event of early termination of this Agreement, the Agreement shall forthwith become wholly void and of no further force and effect; and IBA Karachi will remain liable to the Service Provider for any breach of this Agreement existing at the time of such termination, and Service Provider, may seek such remedies against the other with respect to any such breach as are provided in this Agreement. In the case of termination by IBA Karachi, it will be liable to the Service Provider for the sum of any unpaid fees and dues existing at the time of termination and which were due to the Service Provider under the terms and conditions of this Agreement.
- 8.6 The Service Provider shall have the right to suspend/terminate the Agreement and/or the services in its sole option if:
- a. The Service Provider believes or reasonably suspects that the amounts due from IBA Karachi to the Service Provider cannot be paid.
 - b. The Service Provider reasonably believes that the operation of the network and/or the services is in jeopardy.
 - c. The operation of the network and /or the services is discontinued, suspended or terminated for any reason, whether temporarily or otherwise.
 - d. There is misuse of the services by IBA Karachi.

ARTICLE IX
INDEMNITY

- 9.1 Each party shall indemnify and hold harmless the other party fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by either party, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party.

ARTICLE X
NOTICE

- 10.1 Any notice and other communications given in connection with this Agreement shall be sufficient if it is in writing and if sent by courier or registered mail at the address set forth below. All

communications shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

The Service Provider

Mobile: _____
Attn: _____

IBA Karachi

Main Campus, University Enclave,
Karachi
Postal Code: 75270
UAN: 111 422-422
Fax: 92-21-99261530
Attn: Head of Procurement

ARTICLE XI
SEVERABILITY

- 11.1 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 XII
RENEWAL

- 12.1 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 XIII
INTEGRITY PACT

- 13.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA Karachi or any administrative or financial offices thereof or any other department under the control of the IBA Karachi through any corrupt practice(s).
- 13.2 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 Karachi 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 Karachi, except that which has been expressly declared pursuant hereto.
- 13.3 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 Karachi under any law, contract, or other instrument, stand void at the discretion of the IBA Karachi.
- 13.4 Notwithstanding any right and remedies exercised by the IBA Karachi in this regard, the Service Provider , agrees to indemnify the IBA Karachi for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA Karachi 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 Karachi.

ARTICLE XIV**ESCALATION MATRIX**

- 14.1 In case proper updates are not given by CUSTOMER SERVICE CENTRE or KPI for restoration of services is lapsed / delayed, issue may be escalated to next levels as per below guideline:

Immediate			
Name	Designation	Contact#	Email Address
Support Centre (24x7)	Support Engineer		
After 2 Hours			
Name	Designation	Contact#	Email Address
	Supervisor		
After 4 Hours			
Name	Designation	Contact#	Email Address
	Assistant Manager		
After 6 Hours			
Name	Designation	Contact#	Email Address
	Manager		
After 8 Hours			
Name	Designation	Contact#	Email Address
	HOD Technical support		

ARTICLE XV**LIMITATION OF LIABILITY**

- 15.1 Service Provider's obligations under this Agreement or otherwise shall not exceed a sum of 5% of Annual Recurring Charges ("ARC") under this Agreement with the approval of the IBA Karachi.

ARTICLE XVI**CONFIDENTIALITY**

- 16.1 Each Party agrees that except as provided herein it will not disclose (directly or indirectly) the contents of this Agreement or of any document referred to in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any extension or amendment thereto), to any other person whatsoever, other than as may be required for the enforcement of the provisions of this Agreement or with the consent of the other Party.

ARTICLE XVII**FORCE MAJEURE**

- 17.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or act of God.

- 17.2 IBA Karachi recognizes that the services may be adversely affected by natural or atmospheric conditions, natural phenomenon and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. The Service Provider shall not be liable for any disruption, interruption, suspension or termination of the services caused due to the foregoing except to the extent herein provided. In any case the Service Provider would require to provide genuine proof with authenticity.
- 17.3 The Service Provider shall not be liable for any interruption, suspension or termination of any services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice. In case an event of Force Majeure exists for more than thirty (30) days, Service Provider shall be entitled to terminate this agreement with mutual consent.

ARTICLE XVIII
MISCELLANEOUS

- 18.1 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.
- 18.2 IBA Karachi acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights as well as all intellectual property registered by the Service Provider or equipment manufacturers, or its affiliated companies shall reside and remain exclusively in Service Provider.
- 18.3 This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of Islamic Republic of Pakistan.
- 18.4 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, negotiations or communications.
- 18.5 Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing.
- 18.6 The provisions of this Agreement are for the benefit of only IBA Karachi and "THE SERVICE PROVIDER" and no third party may seek to enforce or benefit from the provisions of this Agreement.
- 18.7 Each individual signing this Agreement warrants and represents that he has the full power and authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs.