

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

TENDER FORM

Tender # IT/38/23-24 Provide and Supply Load Balancer

Date of Issue : May 28, 2024

Last Date of Submission : June 14, 2024 (3:00 PM)

Date of Opening of Tender : June 14, 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 Inviting Tender (NIT)**Tender Notice**

The Institute of Business Administration, Karachi (IBA) invites sealed bids from active taxpayers of manufacturers/firms/distributors/suppliers registered with relevant tax authorities for the following tender.

Tender Title (Ref. No.)	Procedure	Bid Security
Provide and Supply Load Balancer (IT/38/23-24)	Single Stage One Envelope	2%
Tender Fee and Dates		
▶ <i>Tender Document Fee:</i>	Rs. 3,000/-	
▶ <i>Issuance start date:</i>	May 28, 2024, at 9:00 AM	
▶ <i>Issuance end date & time:</i>	June 14, 2024, at 3:00 PM	
▶ <i>Submission date & time:</i>	May 28, 2024, to June 14, 2024, from 9:00 AM to 3:00 PM	
▶ <i>Opening date and time:</i>	June 14, 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 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 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.pprasinhd.gov.pk/PPMS/public/portal/notice-inviting-tender>

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1. Introduction

Dear Tenderer

Thank you for the interest you have shown in response to the IBA's advertisement which floated on IBA and SSPRA websites on May 28, 2024, to "Provide and Supply Load Balancer".

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 or 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 of Tender Form

It is mandatory to fill the Tender Form in writing in ink or type. Do not leave any column/item blank. If you want to leave the item/column unanswered please, write 'Doesn't Apply/Doesn't Arise'. If you need more space, please attach a piece of 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 28, 2024, to June 14, 2024, during working hours 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): Senior Executive Procurement
Institute of Business Administration,
Main Campus, University Enclave,
Karachi
Tel #: 021 38104700; Ext 2152
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 June 14, 2024. **Tender Documents received by fax or email will not be accepted.**

(g) Rights

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

(h) Point of Delivery

Supply and Services will be delivered at the IBA Store Main Campus University Enclave Karachi. IBA is not liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

(i) Location of Installation

Equipment will be delivered at IBA Stores, Main Campus, University Enclave, University Road, Karachi and IBA Karachi. IBA will not be liable to pay any Custom duty, Levies, Taxes, Demurrage or any other charges, Warehousing, Logistics etc.

(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 a copy(ies) of the certificate(s) etc. as proof of their claim.

(k) Conditional / Optional / Alternate Bids

Such bids will not be accepted.

Stamp and Signature

3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of Works:** Provide and Supply Load Balancer.
- (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 (45) Days.
- (f) **Deadline for Submission of Bids along with time:** The last date for submitting the Tender Document in a sealed envelope is June 14, 2024, by 3:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, Karachi. The Tender will be opened on the same day at 3:30 PM in the presence of representatives who may care to attend.
- (g) **The Venue, Time, and Date of Bid Opening:** The Tender will be opened on June 14, 2024, at 3:30 PM at IBA Main Campus, University Enclave, Karachi in the presence of representatives who may care to attend.
- (h) **Liquidity damages:** Liquidated damages 2% per month of the total contract amount will be imposed on delayed delivery.
- (i) **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

The successful bidder should provide 5% Performance Security of the total value of the Purchase Order in the form of a Pay Order or bank guarantee prior to the signing of the Contract. The Performance Security shall extend at least three months beyond the 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 in accordance with the laws of Pakistan. The IBA and all bidders responding to this tender and parties to any contract executed pursuant to this tender shall submit to the exclusive jurisdiction of the Pakistani courts. The arbitration proceeding will be governed by the Arbitration Act, of 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

g. Acceptance of Tender

The IBA reserves the right not to accept the lowest and to annul the bidding process without assigning any reason whatsoever. IBA Karachi may ask to provide a demo unit that the supplier quoted in the tender. After the final inspection of the unit, the decision will be made.

Stamp and Signature

h. Support Capabilities

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

i. Compliance with Specifications

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

j. Bid Evaluation:

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

k. 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.

l. Invoice

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

m. Stamp Duty

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

n. Packing & Transportation

All Equipment shall be individually packed in standard packing provided by the manufacturer for onward transportation and delivery. The bidder will replace any item damaged during transportation at their own cost.

o. Delivery Time

The supply should be completed at IBA within 3 to 4 weeks from LoA.

p. Physical Inspection

Physical Inspection at the manufacturer/distributor site may be carried out. Necessary Testing and final inspection will be performed after delivery of goods at IBA Stores.

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 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

Payment will be made within 30 working days after complete delivery as per BoQ and submission of Invoices.

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.

Stamp and Signature

5. Integrity Pact

- (a) Its intention is not to obtain the Provide and Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- (b) Without limiting the generality of the forgoing the Bidder represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the Provide and Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- (c) The Bidder accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and 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 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/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide and Supply and /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. Scope of Work

- 1) The scope of this bid, and its subsequent order, is to Provide and Supply, Support/warranties (three years) of equipment and components with transport and labour charges included in Bill of Quantity.
- 2) The selected bidder shall be responsible for providing a three-year comprehensive warranty.
- 3) The selected bidder will be responsible for responding as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items which are part of this Bill of Quantity.
 - 24x7 on-site support with 2 hrs initial response time.
 - 24x7 on-site support with 4 hrs turnaround time.
- 4) The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- 5) Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
- 6) An onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in Bill of Quantity (if necessary) without any additional cost.

Required Specification of the Load Balancer

Technical Requirement

1. Maximum Throughput 900 Mbps or above
2. Real Servers Supported 50 or above
3. HTTP Throughput 900 Mbps or above
4. HTTPS (SSL) Throughput 400 Mbps or above
5. Layer 4 Concurrent TCP Connections 10 million or above
6. Layer 4 TCP Connections per second 100K or above
7. HTTP Connections per second 22K or above
8. HTTPS (SSL) Terminations per sec and Throughput (2K Keys) 400 and above
9. HTTP Connections Per Second: 22K
10. L4 Connections Per Second: 100K or above
11. The same model virtual appliance will be available in the hardware
12. Must support the same model virtual and hardware clustering
13. Proposed solution must support a yearly subscription model
14. Proposed solution must require 3 year license subscription
15. Propose must support as a virtual appliance and support Microsoft Hyper-V, Citrix Xen, VMWare Esxi

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Load Balancer / Application Delivery Controller Capabilities

1. The Load Balancer/ADC should have Layer 4 and Layer 7 load balancing support.
2. The solution should have the following Load Balancer / ADC algorithms:
 - a. Round Robin
 - b. Least Requests
3. The Load Balancer/ADC should have Layer 7 content routing capabilities.
 - a. The content routing engine should be able to route traffic based on:
 - HTTP Headers
 - URLs
 - Client IP
 - HTTP Methods
 - Any combination of the above. For example, Rules like:
 - i. User-Agent contains Mozilla
 - ii. URI contains /abc*.html
 - iii. HTTP-Version = 1.0 AND Client-IP is in 192.168.1.0/24
4. The solution should be capable of content rewriting and support the following actions:
 - a. Request modifications
 - Insert header
 - Delete header
 - Modify header
 - b. Response modifications
 - Insert header
 - Delete header
 - Modify header
5. The solution should support the persistence of incoming client connections based on:
 - a. Client IP
 - b. Client IP & Port
 - c. HTTP Cookie
 - d. HTTP Header
 - e. HTTP Parameter
 - f. RDP Session ID
6. The solution should have integrated with Windows Remote Desktop Connection Broker to support Windows Remote Desktop Session persistence.
7. The solution should have integrated AAA support for LDAP and Radius.
8. The solution should have a single sign-on option for Kerberos.
9. The solution should have the ability to compress Web traffic to reduce network requirements.
10. The solution should have the ability to reduce back-end Web server load and increase Web server performance by caching Web content.

Stamp and Signature

11. The solution should support Direct Server Return (DSR) deployment.
12. The solution should support the following types of service configurations:
 - a. TCP Proxy, UDP Proxy and Layer 7
 - b. FTP and FTP SSL
 - c. HTTP/S
 - d. Instant SSL
13. The solution should have a connection drain capability to take servers out of load-balancing pool.
14. The product should support adaptive load balancing based on:
 - a. SNMP checks for CPU utilization on the servers.
 - b. Dynamic querying for URLs.
 - c. Load balancing algorithms and adaptive scheduling are related.

Network Management

1. The solution should support IPv6 as well as IPv4 and have the ability to turn IPv4 traffic into IPv6 traffic on the backend.
2. The solution should support data centre level redundancy with built-in Global Server Load Balancing (GSLB) based on:
 3. Priority - provides an alternate location for accessing resources if the primary server fails.
 4. Geo IP - directs requests to the geographically closest server location.
 5. Region – requests from a certain region are directed to the data centre that supports that region.
6. The solution should have support for multiple VLANs with tagging capability.
7. The Load Balancer / ADC should have support for bonding links to prevent network interfaces from becoming a single point of failure.

SSL Capabilities

1. The solution should have SSL offload capabilities.
2. The solution should have the ability to host multiple HTTPs enabled Websites on the same IP address by using Server Name Indicator (SNI).
3. The solution should have the ability to receive encrypted data on the front-end and pass clear text to the back-end servers.
4. The solution should have advanced encryption capabilities that support
5. Perfect Forward Secrecy (PFS) with ECDSA and RSA.
6. The solution should allow for the selection of various ciphers to encrypt messages.
7. The solution should have SSL certificate management.
8. The solution should have client certificates such as:
 - a. Online Certificate Status Protocol (OCSP)
 - b. Certificate Revocation List (CRL)
9. The solution should have the capability to add policies to allow for client authorization and authentication.

Stamp and Signature

Server Monitoring

1. The solution should have application-level monitoring capabilities to monitor different types of servers such as:
 - a. Web servers
 - b. LDAP servers
 - c. Email servers
 - d. RADIUS servers
2. The solution should allow combining multiple monitors to create monitor groups.
3. The solution should support monitoring of the Load Balancer / ADC via SNMP.
4. The solution should support SNMP traps.

Other Capabilities

1. The system should have the ability to graph service level statistics such as number of connections, requests.
2. The solution should have a web-based administration.
3. The solution should have the ability to generate granular reports for:
 - a. Security and Traffic
 - b. Audit
 - c. Config Summary
 - d. PCI
5. The solution should have exportable logs for access, audit, network firewall, and web firewall.
6. The solution should be delivered as a hardware, virtual or cloud-based appliance.
7. The virtual appliance should support all major hypervisors such as:
 - a. Microsoft Hyper-V
 - b. Citrix Xen
 - c. VMWare ESXi
8. The solution should have customizable rebranding abilities.
9. The solution should have configurable dashboards.
10. The solution should provide a RESTful Application Programming Interface (API).

General

1. CPU Cores Allowed 4 or above
2. RAM - Recommended Minimum 4 Gb or above

Stamp and Signature

7. Bidder Qualification Criteria

S. No.	Mandatory Eligibility Criteria	Remarks Yes / No
1.	Successful completion of at least three (03) similar projects in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	
2.	Last 3 years' turnovers of a minimum of 5 million (per year) as per Annual Return and Audited Financial Statement.	
3.	Sales tax and NTN registration certificates with last month's Sales Tax return copy of FBR and SRB at the time of submission of bid.	
4.	Authorized Distributor/Partnership/Reseller /Manufacturer Certificate.	

Note: Must provide supporting documentation for evaluation.

Stamp and Signature

8. Bill of Quantity:

Provide and Supply Load Balancer

Quoted Brand: _____

Quoted Model: _____

Sr #	Description & Features	Qty	Unit Price	Total Amount
1.	Provide and Supply Load Balancer As per mentioned Technical Requirements, Load Balancer / Application Delivery Controller Capabilities, Network Management, SSL Capabilities, Server Monitoring, and Other General Capabilities. Onsite Comprehensive 03 years warranty with support	1 unit		
2.	Installation, Complete Deployment & Configuration	1 Job		
Total				
18% GST (If Applicable)				
13% SST (If Applicable)				
Grand Total				

Grand Total Amount (in words) Rupees _____

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

9. General Conditions of Contract

THIS AGREEMENT is executed at KARACHI, on this day _____, 2024.

BETWEEN

M/s. Institute of Business Administration, Karachi through its **Registrar**, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

M/s. _____, having its office at _____, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr** _____, holding CNIC No. _____ on the SECOND PART.

WHEREAS "IBA" intends to obtain a Provide and Supply Load Balancer vide tender # IT/38/23-24 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide and Supply Load Balancer". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I

DUTIES & SCOPE OF WORK

- 1.1 This service includes, the "Provide and Supply of Load Balancer", discussions with "IBA" before the determination of scope of services with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of 'Provide and Supply of Load Balancer' to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Provide and Supply of Load Balancer'.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.

- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.8 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.9 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.10 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
- 1.11 All equipment to be covered under this Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" will 'Provide and Supply of Load Balancer' at IBA Main Campus at, University Enclave, University Road, Karachi.
- 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" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 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 This Agreement shall be in effect from XXXX XX, 2024 to XXXX XX, 2025 and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.

**Article II
PAYMENT**

- 2.7 Payment will be made within 30 working days after complete delivery as per BoQ and submission of Invoices.

**Article III
WARRANTY**

- 3.1 Comprehensive onsite OEM warranty.

**Article IV
REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is Rs. _____ (inclusive of all taxes) Supply of Load Balancer vide tender # IT/38/23-24 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

- 3.1 Payment Terms

Payments will be made within 30 working days after the complete delivery and software installation, submission of the commercial invoice. (Same also mentioned in the Standard Building Document).

- 3.2 Liquidated Damages

- (a) In case of breach of Service level agreement calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of Service level agreement.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

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

- 3.3 Performance Security 5% of total amount of Purchase/Work Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / purchase / work order will be deposited in Government treasury by THE SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.5 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV
ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of 'Provide and Supply of Load Balancer' shall include the following activities.
- a. 01-year maintenance support with parts, for all the equipment listed in Bill of Quantity.
 - b. The Bidder will be required to undertake Service Level Agreement of 'Provide and Supply of Load Balancer' with support and maintenance and related components as follows:
 - c. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - d. Back to back support for items mentioned in the Bill of Quantity from principal.

Article V
FUTURE DEVELOPMENTS AND UPGRADES

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

Article VI
DATA PROTECTION

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

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

Article VII
ADD-ON EQUIPMENT

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

Article VIII
SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

8.1 Burnt / damaged parts replacement.

8.2 In terms of damage SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article IX

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 9.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 9.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in Bill of Quantity is also covered.
- 9.4 Under this agreement any hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 9.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.
- 9.6 The Service Provider will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

Article XI
FORCE MAJURE

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

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.

- 12.2 Initial contract is for one year, which can be extended to further one year but not more than 03 years based on the bidder performance. However, the Terms & Conditions of the agreement would remain same (except annual rates with all taxes).

Article V
ARBITRATION

- 5.1 In case of any dispute, difference or any 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 VI
TERMINATION

- 6.1 "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 VII
INDEMNITY

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

Article VIII
NOTICE

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

Article IX:
SEVERABILITY

- 9.1 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 and enforced to the fullest extent permitted by prevailing law.

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 and remedies available to the IBA under any law, contract, or other instruments, 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 and 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 the Purchase Order.
- 11.3 All terms and conditions of tender vide # IT/38/23-24 will be an integral part of this agreement.

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