

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

# **TENDER FORM**

## **Tender # IT/05/2024-25**

### **Provide & Supply Managed Detection Services with Solution (XDR)**

**Date of Issue : August 30, 2024**

**Last Date of Submission : September 13, 2024 (03:00 PM)**

**Date of Opening of Tender : September 13, 2024 (03:30 PM)**

**Company Name:** \_\_\_\_\_

**NTN:** \_\_\_\_\_, **SRB Registration Number:** \_\_\_\_\_

**GST Registration Number:** \_\_\_\_\_

**Pay Order / Demand Draft #** \_\_\_\_\_, **Dated:** \_\_\_\_\_

**Amount of Rs.** \_\_\_\_\_, **Drawn on Bank:** \_\_\_\_\_

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

### **Tender Notice**

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

<b>Tender Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Provide & Supply Managed Detection Services with Solution (XDR) (IT/05/24-25)	Single Stage One Envelope	2%
<b>Tender Fee &amp; Dates</b>		
▶ <i>Tender Fee:</i> Rs. 5,000/-		
▶ <i>Issuance start date:</i> August 30, 2024, at 9:00 AM		
▶ <i>Issuance end date &amp; time:</i> September 13, 2024, at 3:00 PM		
▶ <i>Submission date &amp; time:</i> August 30, 2024, to September 13, 2024, from 9 AM to 3:00 PM		
▶ <i>Tender Opening date &amp; time:</i> September 13, 2024 at 3:30 PM		

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

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

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

#### **REGISTRAR**

IBA, Main Campus, Karachi 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](mailto:tenders@iba.edu.pk), Website: <https://tenders.iba.edu.pk>

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## **1. Introduction**

Dear Tenderer

Thank you for the interest you have shown in response, to the IBA's advertisement which has floated in IBA & SPPRA websites and leading newspapers on August 30, 2024, to "Provide & Supply Managed Detection Services with Solution (XDR)".

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

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

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

Thank you.

-sd-

**Registrar**

## 2. Instructions

### (a) Sign & Stamp

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

### (b) Filling of Tender Form

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

### (c) Collection of Tender

You can collect the Tender Document from the office of Head of Procurement, Ground Floor, Fauji Foundation Building, IBA Main Campus, University Enclave, University Road, Karachi from August 30, 2024, to September 13, 2024, during working 09:00 AM to 03:00 PM or download directly from IBA website [www.tenders.iba.edu.pk](http://www.tenders.iba.edu.pk)

### (d) Tender Number

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

### (e) Communication

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

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

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Stamp & Signature

**(f) Submission of Documents and Address**

Separate envelopes clearly labelled for 'Original Document' and 'Bid Security' must be submitted on or before the last date to submit the tender documents. Tender Documents can be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi till 03:00 PM on September 13, 2024. **Tender Documents received by fax or email will not be accepted.**

**(g) Date of Opening of Tender**

The bid will be opened on September 13, 2024, at 03:30 PM in presence of representative bidders who may care to attend.

**(h) Rights**

Competent authorities reserve the right to accept or reject any quotation/tender without any reason thereof. Also the Authority reserves the right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason. IBA also reserves the right to issue a Purchase Order for any single item to different lowest responsive bidders or issue a Purchase Order for all the items to any lowest responsive bidder.

**(i) Invoice Submission**

Invoice/bill should be submitted to Purchase Department.

**(j) 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.

**(k) 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.

**(l) 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.

**(m) Conditional / Optional / Alternate Bids**

Such bids will not be accepted.

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Stamp & Signature

### 3. Bidding Data

- (a) **Name of Procuring Agency:** Institute of Business Administration, Karachi.
- (b) **Brief Description of the Procurement:** Provide & Supply Managed Detection Services with Solution (XDR).
- (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 of submitting the Tender Document in a sealed envelope is September 13, 2024, by 03:00 PM in the Tender Box placed at the Security Office, Gate # 4, IBA Main Campus, University Enclave, University Road, Karachi.
- (g) **The venue, Time, and Date of Bid Opening:** The Tender will be opened on September 13, 2024, at 03:30 PM at IBA Main Campus, University Enclave, University Road, Karachi in the presence of representatives who may care to attend.
- (h) **Time for Completion from written order of commencing:** 30 days.
- (i) **Liquidity damages:** In the event of delay in delivery at supplier fault, the supplier shall inform the purchaser before the expiry of such period giving reasons or justification for delay. However, the purchaser reserves the right to take the following actions:
- 1) Evaluate the request for extension in the delivery period as per its merit and may consider extension in delivery period or otherwise.
  - 2) May cancel the contract.
  - 3) Liquidated damages (if imposed) will be recovered at the rate of up to 2% per month and shall not exceed 10% of the total value of the contract.
- (j) **Contract Agreement:** Contract Agreement shall be assigned to the successful bidder on Stamp Paper comprising stamp duty of 0.35% (converted amount in PKR) of the total value of Bid offered in response to the tender. Stamp duty will be paid by the bidder.
- (k) **Deposit Receipt No:** \_\_\_\_\_ **Dated:** \_\_\_\_\_  
**Amount (in words and figures):** \_\_\_\_\_  
**Pay Order / Demand Draft #:** \_\_\_\_\_, **Amount: Rs.** \_\_\_\_\_  
**Drawn on Bank:** \_\_\_\_\_, **Dated:** \_\_\_\_\_

\_\_\_\_\_  
Stamp & Signature

## 4. Terms & Conditions

### a) Bid Security

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

### b) Performance Security

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

### c) Validity of the Tender

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

### d) Currency

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

### e) Ownership

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

### f) Arbitration and Governing Law

This tender and any contract executed under this tender shall be governed by and construed following the laws of Pakistan. The IBA and all 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, 1940, and the substantive and procedural law of Pakistan. The venue shall be Karachi.

### g) Acceptance of Tender

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

### h) Support Capabilities

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

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Stamp & Signature

**i) Compliance to 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) 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.

**k) Stamp Duty**

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

**l) Delivery Time**

Within 30 days from the issuance of Purchase/Work Order/Letter of Acceptance.

**m) Payment Terms**

(a) 80% within 30 days after delivery of the solution and submission of the invoice at IBA, Karachi.

(b) 20% remaining payment of the order value would be paid after successful deployment of acquired solution and signing of the final acceptance.

**n) Source and Nationality Requirements**

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

**o) Inspection/Testing**

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

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

**p) Secrecy & Confidentiality**

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

**q) Default**

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

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Stamp & Signature

**r) Force Majeure**

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

**s) Increase in Price**

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

**t) Applicable Taxes**

GST or SST will be paid on applicable items only.

**u) Liquidated Damages**

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

**v) Increase in Taxes**

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

**w) Licensing Rights**

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

**x) Genuinely**

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

**y) Location of Delivery**

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

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Stamp & Signature

## 5. Integrity Pact

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

M/s. \_\_\_\_\_, the Bidder hereby declares that:

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

### **Note:**

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

\_\_\_\_\_  
Stamp & Signature

## **6. Project Summary**

Institute of Business Administration, Karachi (IBA) requires 'Provide & Supply Managed Detection Services with Solution (XDR) (Trend Micro MDR Services)' including;

- a) End to end deployment of the Managed Detection Services and Solution as per Bill of Quantity.
- b) Solution with support for one year 24x7x365 including (Alert Investigator), (Incident Responder), (Threat Hunter/Forensic) Analyst and (SOC Manager) at their local/regional/international locations to ensure Purchase services are monitored and remotely managed vigorously.
- c) Technical support and upgrade.
- d) Included mentioned and necessary software with licenses and support.

## **7. Scope of Work**

The successful bidder shall be responsible for:

- a) Support/warranties (one year) of Managed Detection Services with Solution (XDR) including transport and labour or any visit charges.
- b) Cross layer detection and response service provides 24x7 monitoring of network server, messaging and endpoint security.
- c) Complete security to the organization network, its systems against All/any threat, including but not limited to (cyber-attacks, hacking, data lost due to viruses, ransomware attacks, bugs, security breaches, gaining unauthorized access to organization network etc.).
- d) Monthly reporting about the incident response and alerts.
- e) Facilitate in which Customers can request an aggressive endpoint scan, which uses the latest threat intel to scan for potential threats. This in-depth process is invasive, scans the endpoints themselves, and can affect their performance during the scan.
- f) A new threat/IOC in a customer's environment is checked against the metadata stores to assess if that file is on any other protected system and what other systems may be compromised.
- g) Using threat knowledge and customer shared environment data, the MDR team will help to prioritize which alerts or threats need to be handled first. The team escalates threats to specific high -value endpoints as requested by the customer.
- h) Customers will be able to speak to the MDR security analysts for further details or clarification beyond the report.
- i) Having the MDR team will, to the best of their ability, provide detailed remediation options and, as applicable, custom cleanup tools to help recover from the threat.
- j) Respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of the Bill of Quantity.
- k) 24x7 on-site support with 2 hrs initial response time.
- l) 24x7 on-site support with 4 hrs turnaround time.
- m) Handling level 2 and 3 technical support issues.

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Stamp & Signature

- n) Bidder must provide backup in case of delay to resolve any technical issue with the relevant model/product, as specified in Bill of Quantity.
- o) The onsite comprehensive support/warranty period of one year is mandatory which includes replacement of the product included in Bill of Quantity (if necessary) without any additional cost.
- p) Complete technical features of the solution/product/software meet the technical specifications conforming with the BoQ. Any additional feature(s) if so, may also be included.
- q) Unlimited re-installation on any number of systems / operating systems.
- r) Free software updates and upgrades during support/licensing period.
- s) Proposed solution should include and ability to use big data analysis and Artificial Intelligence (AI) techniques to prioritize alerts and detect unknown threats based on cross layer analysis of grey-alerts and sweeping for Indicators of Compromise (IOC).
- t) Proposed solution should include Trend Micro threat researchers investigate further to determine the extent and spread of the attack through a detailed Root Cause Analysis, and work with customers to provide a detailed response plan.
- u) All the Managed XDR components must be integrated with a Trend Micro Control Manager and the Endpoint component requires Endpoint Sensor.

## 8. Bidder Qualification Criteria

S. No	Mandatory Eligibility Criteria (Attach Supporting Document)	Remarks Yes / No
1	Last 3 years' average turnover with a minimum of 20 million (per year) as Audited Financial Statement and Annual Return.	
2	Sales tax registration certificate with last month's return copy of both FBR and SRB and NTN certificates at the time of submission of the bid.	
3	Authorized Partnership/ Reseller/ Distribution/ OEM Certificate.	
4	Successful completion of at least three (03) similar projects completed / in hands in the last three years. Testimonial from the customer or can be confirmed by IBA, Karachi, through the contact detail provided.	

\_\_\_\_\_  
Stamp & Signature

## 9. Technical Specifications & Bill of Quantity

### Provide & Supply Managed Detection Services with Solution (XDR)

Technical Requirements and Features	Compliance (Yes/No)
Advanced threat assessment and intelligence, which includes;	
a) Identify, isolate, and investigate indicators of compromise (IOCs) before damage can occur.	
b) Correlate security events with Threat Intelligence to prioritize response efforts.	
c) Gain essential insight into attackers' intent as well as techniques.	
d) Respond to emerging threats through a detailed incident management approach Uses Machine and Human Elements to Analyse Millions of Events in Real-Time Continuous threat hunting of in-scope assets.	
Creation of Incident Playbooks.	
Monthly reporting, demonstrating the summarized view of catered alerts/offences/incidents detected in each month for the Management Perspective.	
Investigation and response proactive outreach including IoC sweeping.	
Round-the-clock managed protection against modern evasive threats.	
Visibility across your entire network, analysing network traffic and hunting for threats.	
IOA hunting.	
Full picture of the attack across the entire enterprise.	
Root cause analysis, attack vector, dwell time, spread, and impact.	
Impact analysis and response guidance.	
MDR Guided Onboarding by Trend Micro Team	

### Bill of Quantity

Description	Quantity	Unit Price	Total Amount
Advanced Endpoint Protection with Data Loss Prevention	1220		
<b>Total Amount</b>			
<b>15% SST</b>			
<b>Total Amount with All Taxes Included</b>			

**Grand Total 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 & Signature

## **9. General Conditions of Contract**

### **Provide & Supply Managed Detection Services with Solution (XDR)**

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

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Syed Muhammad Wajeeh Zaidi (Head of ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s \_\_\_\_\_, having its office at # \_\_\_\_\_, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its CEO \_\_\_\_\_, holding CNIC No. \_\_\_\_\_ on the SECOND PART.

WHEREAS "IBA" intends to obtain Provide & Supply Managed Detection Services with Solution (XDR) vide tender # IT/25/18-19 in respect of the same before the determination of scope of work will be held with "IBA" and "THE SERVICE PROVIDER" have offered to render the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

WITNESSETH

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

#### **Article I**

##### **DUTIES & SCOPE OF SERVICES AND AGREEMENT**

- 1.1 "THE SERVICE PROVIDER" agrees to Provide & Supply Managed Detection Services with Solution (XDR) to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provide & Supply Managed Detection Services with Solution (XDR).
- 1.3 This Agreement shall be in effect from XXXX XX, 2024 for 01 year and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.

- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Supply Managed Detection Services with Solution (XDR) in accordance with the Description & Specification.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide the Provide & Supply Managed Detection Services with Solution (XDR) directly on official address of IBA, Karachi to Syed Muhammad Wajeeh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)
- 2.5 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty.
- 2.6 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 End to end deployment of the procured product.
- 2.8 The necessary service support should be provided by "THE SERVICE PROVIDER" during the agreement period.
- 2.9 SERVICE PROVIDER will ensure the following:
  - 2.9.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired software as per BOQ.
  - 2.9.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the licensing period.
  - 2.9.3 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
  - 2.9.4 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
  - 2.9.5 THE SERVICE PROVIDER shall provide onsite support.
  - 2.9.6 THE SERVICE PROVIDER will also responsible for Complete Installation, configuration.
  - 2.9.7 This contract would be for 1 year.

**CALL LOGGING PROCEDURE**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_  
 Support Manager: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Account Manager : \_\_\_\_\_ Cell: \_\_\_\_\_

### Article III REMUNERATION

#### a) Technical Requirements with Specifications

Technical Requirements and Features
Advanced threat assessment and intelligence, which includes;
a) Identify, isolate, and investigate indicators of compromise (IOCs) before damage can occur.
b) Correlate security events with Threat Intelligence to prioritize response efforts.
c) Gain essential insight into attackers' intent as well as techniques.
d) Respond to emerging threats through a detailed incident management approach Uses Machine and Human Elements to Analyse Millions of Events in Real-Time Continuous threat hunting of in-scope assets.
Creation of Incident Playbooks.
Monthly reporting, demonstrating the summarized view of catered alerts/offences/incidents detected in each month for the Management Perspective.
Investigation and response proactive outreach including IoC sweeping.
Round-the-clock managed protection against modern evasive threats.
Visibility across your entire network, analysing network traffic and hunting for threats.
IOA hunting.
Full picture of the attack across the entire enterprise.
Root cause analysis, attack vector, dwell time, spread, and impact.
Impact analysis and response guidance.
MDR Guided Onboarding by Trend Micro Team

#### b) Bill of Quantity

Description	Quantity	Unit Price	Total Amount
Advanced Endpoint Protection with Data Loss Prevention	1220		
<b>Total Amount</b>			
<b>SST</b>			
<b>Total Amount with All Taxes Included</b>			

- 3.1 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Licenses ENDPOINT PROTECTION (Antivirus) to IBA.
- 3.2 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.3 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 3.4 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by "THE SERVICE PROVIDER" as per SRO/Notification.

**Article IV**  
**ARBITRATION**

4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

**Article V**  
**TERMINATION**

5.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

**Article VI**  
**INDEMNITY**

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

**Article VII**  
**NOTICE**

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

**Article VIII**  
**PAYMENT TERM**

8.1 (a) 80% after successful deployment of acquired solution at IBA, Karachi.  
(b) 20% remaining payment of the order value would be paid after three months from the signing of the final acceptance.

**Article IX**  
**RENEWAL**

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

**Article X**  
**INTEGRITY PACT**

10.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).

10.2 Without limiting the generality of the forgoing the M/s \_\_\_\_\_, represents and warrants that it has fully declared the charges, fees, commission, taxes, levies etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within the IBA directly or indirectly through any means any commission, gratification, bribe, gifts, kickback whether described as consultation fee or otherwise, with the object of obtaining or including the procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

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

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

### **Article XI**

#### **MISCELLANEOUS**

11.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.

11.2 The validity of the contract will be effective from the date of issue of Purchase/Work Order.

11.3 All terms and conditions of Tender vide # IT/05/2024-25 will be the integral part of this agreement and can't be revoked.