SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1) NAME OF THE ORGANIZATION / DEPTT. Institute of Business Administration , Karachi

2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial

3) TITLE OF CONTRACT Procurement of Smart Card Solution

4) TENDER NUMBER IT/84/2014-15

5) BRIEF DESCRIPTION OF CONTRACT Procurement of Smart Card Solution

6) FORUM THAT APPROVED THE SCHEME Purchase Committee

7) TENDER ESTIMATED VALUE PKR 9,659,810/-

8) ENGINEER'S ESTIMATE
   (For civil works only)

9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 12-Weeks from the date of PA receiving

10) TENDER OPENED ON (DATE & TIME) 15-April-2015 / 11:30AM

11) NUMBER OF TENDER DOCUMENTS SOLD Free of Cost avaiable on IBA website
    (Attach list of buyers)

12) NUMBER OF BIDS RECEIVED 04

13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04

14) BID EVALUATION REPORT
    (Enclose a copy)

15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s. Core Systems

16) CONTRACT AWARD PRICE PKR 9,659,810/-

17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
    (i.e. 1st, 2nd, 3rd EVALUATION BID).
    M/s. Core Systems
    M/s. GCS
    M/s. Sybrid

18) METHOD OF PROCUREMENT USED : - (Tick one)

   a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ | Domestic/ Local |

   b) SINGLE STAGE – TWO ENVELOPE PROCEDURE YES | |

   c) TWO STAGE BIDDING PROCEDURE _____ | |

   d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____ | |

   PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____ _____ ___

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	✓	No	

21) ADVERTISEMENT :

    i)   SPPRA Website
        (If yes, give date and SPPRA Identification No.)

Yes	SPPRA 23454/2015
No	

    ii)   News Papers
        (If yes, give names of newspapers and dates)

Yes	
No	

22) NATURE OF CONTRACT

Domestic Local	✓	Int.	

23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	✓	No	

24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	✓	No	

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes		No	

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No	

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	✓	No	

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	✓	No	

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	✓	No	

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	✓	No	

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?   Yes [✓] No [ ]

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)   Yes [ ] No [ ]

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?   Yes [ ] No [ ]

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	

Signature & Official Stamp of
Authorized Officer Imran Batada Head of ICT

Imran Batada
Head of ICT
Institute of Business Administration
Karachi Pakistan

FOR OFFICE USE ONLY

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IBA Institute of Business Administration Karachi

Leadership and Ideas for Tomorrow

Dated: June 16, 2015

Mr.Muhammad Ayub Chandio
Manager (Enforcement –Ii)
SPPRA, Karachi.

Subject: <u>BER IT/84/2014-15</u> , <u>Technical Evaluation Report & Minutes of the meeting of</u>
<u>Procurement committee meeting(Technical/Financial)</u>".

Dear Mr. Muhammad Ayub Chandio,

This is to request from you that we have attached the "BER, Technical Evaluation Report & Minutes of
the meeting of Procurement committee meeting (Technical/Financial)". Kindly upload the documents on
SPPRA Website.

Thanking you in anticipation.

Sincerely Yours

Manager Procurement ICT
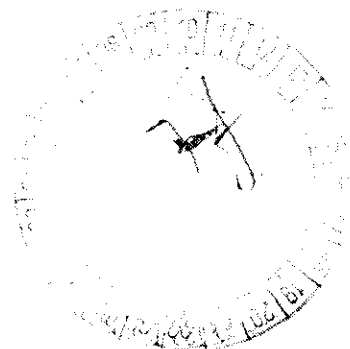
Annexure: Document Attached

Bid Evaluation Report

1. Name of Procuring Agency: Institute of Business Administration, Karachi
2. Tender Reference No: Procurement of Smart Card Solution
3. Tender Description/Name of work/item: IT/84/2014-15
4. Method of Procurement: Single Stage Two Envelope
5. Tender Published: SPPRA-SNo 23454/2015

6. Total Bid documents Sold: Free of Cost, available on web site
7. Total Bids Received: 04
8. Technical Bid Opening date: (if applicable) _15-04-2015_
9. No. of Bid technically qualified (if applicable): 04
10. Bid(s) Rejected: 00
11. Financial Bid Opening date: 27-04-2015
12. Bid Evaluation Report:
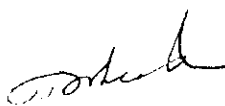
S No	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1.	M/s. Sybrid	10,903,284	3rd		High in Price	Not recommended
2.	M/s. Core Systems	9,659,810	1st		Qualified as per Eligibility Criteria	Recommended for award the contract
3.	M/s. Accrescent Engineeers	11,991,862	4th		High in Price	Not recommended
4.	M/s. GCS	10,458,631	2nd		High in Price	Not recommended

Recommendations: - The offered amount of Rs.9,659,810/-(including GST & SST where applicable) by M/s. Core Systems has been recommended by the Procurement Committee to award the work on the basis of their technical qualifying and lowest offered price bid.

IBA (Internal Member)   IBA (Internal Member)   IBA (External Member)
Mr.Syed Jehanzeb   Dr. Nasir Touheed   Mr.Haris Quershi
Project Accountant   Professor   HEJ Karachi University

Method and procedure of procurement:　National Competitive Bidding (Single Stage - Two Envelope)

MINUTES OF BID OPENING MEETING (TECHNICAL)

A meeting of the procurement committee of this department was held on 15-04-2015 for opening the technical bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all following members of the procurement committee and the representative of bidders.

The following bidders submitted their bids till the deadline of submission.

S.#	Name of Company	Name Person	Contact #	Signature	
1	Acrescent Engineers (Pvt) Ltd	Rashid Ahmed	0354364508	[signature]	15/4/15 10:22 AM
2	CORE Systems	Bilal	0345-8226419	[signature]	15/4/15 10:30 AM
3	Sybrid Pvt L	M. Naeem Siddin	0333-3557882	[signature]	10:00 Am
4	GCS Pvt. Ltd.	Syed Furqan Ahmed	0335-2233183	[signature]	11:00 am
5					

The technical bids were opened at 11:30AM in the presence of the above mentioned participants and the technical bids submitted/quoted by bidders were read aloud and encircled by Chairman of the Procurement Committee. Following is the details of bids announced:
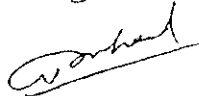
S. No.	Name of Bidder	Technical Bid Envelope (Original+Copy)	Financial Bid Envelope (Original+Copy)	Pay Order Envelope
1	Acrescent Engr (Pvt) Ltd	✓	✓	✓
2	Core Systems	✓	✓	✓
3	Sybrid	✓	✓	✓
4	GCS	✓	✓	✓
5				

The technical committee shall examine all the technical bids as per the Qualification/ eligibility criteria provided in the bidding documents and will announce the results of technical qualified bidders later.

The meeting ended with the note of thanks to and from the chair.

[signatures dated 15/4/15]

Method and procedure of procurement: National Competitive Bidding (Single Stage – Two Envelope)

MINUTES OF BID OPENING MEETING (FINANCIAL)

A meeting of the procurement committee of this department was held on 27-04-2015 for opening the financial bids received in respect of subject NIT till the deadlines of submission. The meeting was attended by all/ following members of the procurement committee and the representative of bidders.

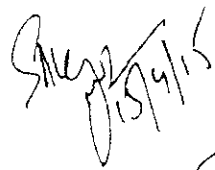The following bidders submitted their bids till the deadline of submission.

S.#	Name of Company	Name Person	Contact #	Signature
1	Sybrid Pvt/H	M. Naser Siddiqui	0353353 7832	
2	Accrescent Egg (Pvt) Ltd	Rohil Ahmed Khan	0344 3645080	
3	GCS	M. Faisal Jahan	0334-3602972	
4	Core Systems.	—	—	—

The bids were opened at 14:00 in the presence of the above mentioned participants and the rates quoted by bidders were read aloud and encircled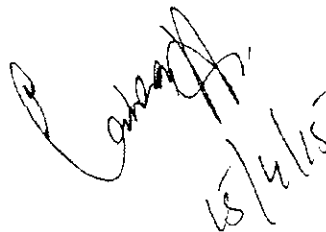 by Chairman of the Procurement Committee. All the members of the procurement committee signed each and every page of financial proposals bids. The bids do not contain any over-writing or cutting *(Also mention cuttings or over-writing if any)*.

Following is the details of bids announced:

S. No.	Name of Bidder	Bid Offer Amount	EM	Pay Order Envelope
1	GCS	10,458631/2 A+B	580,000/=	✓
2	SYBRID (Pvt) LTD	10,903284/2 A+B	650,000/=	✓
3	Accrescent Eng (Pvt)@	11,991862/2 A+B	701,000/=	✓
4	Core Systems	9,659810/2 A+B	485,000/=	✓
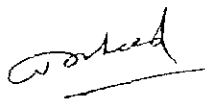
The committee shall examine all the bids as per the Qualification/ eligibility criteria provided in the bidding documents, arithmetical checks and verify the documents and bid security submitted by the bidders.

The meeting ended with the note of thanks to and from the chair.

Technical Evaluation Sheet of Smart Card Solution.

IT/.84/2014-15

S#	Item Description	Qty	Unit	Accrescent Engineers	Sybrid	Core System	GCS
1	3 Meter Boom Electronic Vehicle Barrier with 3sec opening/closing time. System complete with:	5	Nos.	Yes	Yes	Yes	Yes
	Rubber for Boom Protection						
	IR Photocell with Stand						
	Remote Control						
	Built in LED Light for Indication on Boom & Post						
	Civil Works						
2	Half Height 2-Way Electromagnetic Tripod Turnstile IP40 220V/30W, System complete with:	6	Nos.	Yes	Yes	Yes	Yes
	Reader Mounting Spaces on both sides						
	Civil Works						
3	Half Height 2-Way Electromagnetic Swing Gate IP40, 220VAC/40W, System complete with:	2	Nos.	Yes	Yes	Yes	Yes
	SS Reader Mounting Post on both sides						
	Civil Works						
4	Long Range Contactless iClass Smart Card Reader, Wiegand, Upto 18" Reading Range, System complete with:	5	Nos.	Yes	Yes	Yes	Yes
	Outdoor Enclosure with SS Post for mounting Reader						
	Civil Works						
5	TCP/IP Based 02 Reader Network Controller Ethernet (10/100), Wiegand/CD. System complete with:	12	Nos.	Yes	Yes	Yes	Yes
	Outdoor Housing IP66						
	Power Supply						
	01 Hour Backup Battery						

6	TCP/IP Based POE Controller with Built-in iClass Reader, POE, Ethernet, 13.56 MHz Card, ISO14443A CSN	4	Nos.	Yes	Yes	Yes	Yes
7	Contactless Smart Card iClass Reader, Mini-Mullion Size, Communication Wiegand 500ft (150m) (22AWG)	16	Nos.	Yes	Yes	Yes	Yes
8	Contactless Smart Memory Card, ISO Size, Contactless 13.56 MHz iClass, 2k bit + 2 Application Areas. System Complete with:						
	Plastic Case	3,000	Nos.	Yes	Yes	Yes	Yes
9	Enterprise level Software (Per Controller License) for Time Attendance, Access Control, Guard Tour, Anti-pass back, POP ups, Evacuation Control & Mgt. (Musterpoint module), Shift Roasters & Mgt., Air Locking etc. System Complete with:	16	Nos.	Yes	Yes	Yes	Yes
	Visitor Management Web Server License						
10	Visitor Management Front Desk Application for Visitor registration, card/pass issue, tracking etc	2	No.	Yes	Yes	Yes	Yes
11	Cafeteria Management System Server Software	1	No.	Yes	Yes	Yes	Yes
12	Cafeteria User Interface for Rechange, Refund & Food vending	4	Nos.	Yes	Yes	Yes	Yes
13	Installation, Testing, Commissioning & Training	1	Job.	Yes	Yes	Yes	Yes
14	Cat-6 Data Cabling in PVC Conduit (Cable + Conduit + Laying + Installation)	As per actual	Rft	Yes	Yes	Yes	Yes
15	2C 1.5mm Power Cabling in PVC Conduit (Cable + Conduit + Laying + Installation)	As per actual	Rft	Yes	Yes	Yes	Yes
16	Road Cutting, Excavation, Back Filling etc	As per actual	Rft	Yes	Yes	Yes	Yes
17	High Definition Smart Card Printer			Yes	Yes	Yes	Yes

17	High Definition Smart Card Printer, Dual Sided, Dye-Sublimation / Resin Thermal Transfer Printing, Resolution: 300 dpi (11.8 dots/mm), Colors: Up to 16.7 million / 256 shades per pixel, Accepted Standard Card Sizes CR-80 (1.370" L x 2.125" W / 85.6 mm L x 54 mm W), Print/Lamination: .030" (30 mil) to .050" (50	1	No.	Yes	Yes	Yes	Yes
1/	YMCKO Ribbon for 250 Dual Sided Cards Printing, 84051 or equivalent	12	Nos.	Yes	Yes	Yes	Yes
1/	Re-Transfer Film for 750 Dual Sided Cards Lamination, 84053 or equivalent	4	Nos.	Yes	Yes	Yes	Yes
1/	Professional Card Personalization / Batch Printing Software, Asure ID 7 Express Edition or equivalent	1	Nos.	Yes	Yes	Yes	Yes

Remarks:- All bidders are technicallly qualified.

Ref: IT/84/2014-15   Dated   03-08-2015
M/s Core Systems
Computer & Network Supplies
Shop No. 5-55 J-M Ext New M.A Jinnah Road,
Muslimabad, Karachi
Tel: 021-34914500
Mob: 0300-9270933

Attn: Mr. Shaikh Imran

Sub: **INSTITUTE OF BUSINESS ADMINISTRATION – KARACHI**
                 (Procurement of Smart Card Solution, IBA KARACHI)
                 "LETTER OF AWARD"

Dear Mr. Shaikh Imran,

This is in reference to your bid submitted on 15-April-2015 for the subject work. The
Management is pleased to inform you that your bid has been approved for award of subject
work to your firm at price of PKR.9, 659,810 inclusive of all applicable taxes **for** Procurement of
Smart Card Solution.

This letter of award is based on the following documents and following terms and conditions,
which form its part thereof and are the governing documents of the contract:

        a.   Tender Documents
        b.   Priced Bill of Quantity
        c.   Tender Drawings.(If apply)
        d.   Your bid letter submitted on 15-April-2015
   e.   Delivery Time: 12 weeks from the date of receiving of this LOA.

All other Technical and contractual matters are as per Tender Documents and Drawings.

You are advised to please return the duplicate copy of this Letter of Award duly signed as an
acknowledgment of its receipt as well as your unqualified acceptance of the same

Thanking you.

Imran Batada
Head of ICT

Received and Accepted on behalf of M/s. CoRE SysTEMS
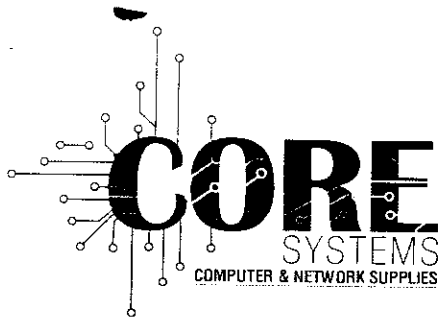
To,   Dated: **August 28, 2015**
The Head of ICT,
IBA Karachi,
Pakistan.

Attn:	**Mr. Imran Batada (Head of ICT)**
Cc:	**Mr. Asjad (Procurement) / Mr. Wajeeh (IT) / Mr. Mansoor (IT)**
Subject:	**Acknowledgement to Letter of Award**
Project:	**Smart Card Solution for IBA Main & City Campuses**
Ref:	**IT/84/2014-15**

Dear Sir,

Reference your above mentioned LOA dated 3rd August 2015 received to us on 26th August 2015, we hereby offer our acceptance to it with thanks.

Enclosed along are signed and stamped copy of Letter of Award and official contract on stamp paper of required amount. Kindly provide us receiving of the same in return.

In return, you are requested to please provide us IBA's GST & Custom Duty Exemption Certificates (attention as*) so we can clear our shipments accordingly.

*Tax & Custom Duty Exemption Letter in the name of both M/s. Core Systems (Reseller) and M/s. Telecom Engineering Company (National Distributor & Importer) on behalf of IBA to clear the shipment from customs.

Sincerely,   **CORE SYSTEMS**

                                                Proprietor

Imran Shaikh
0300-9270933

Encl:
- *Signed & Stamped Copy of LOA (Acceptance)*
- *Original Contract on Stamp Paper of Required Amount*

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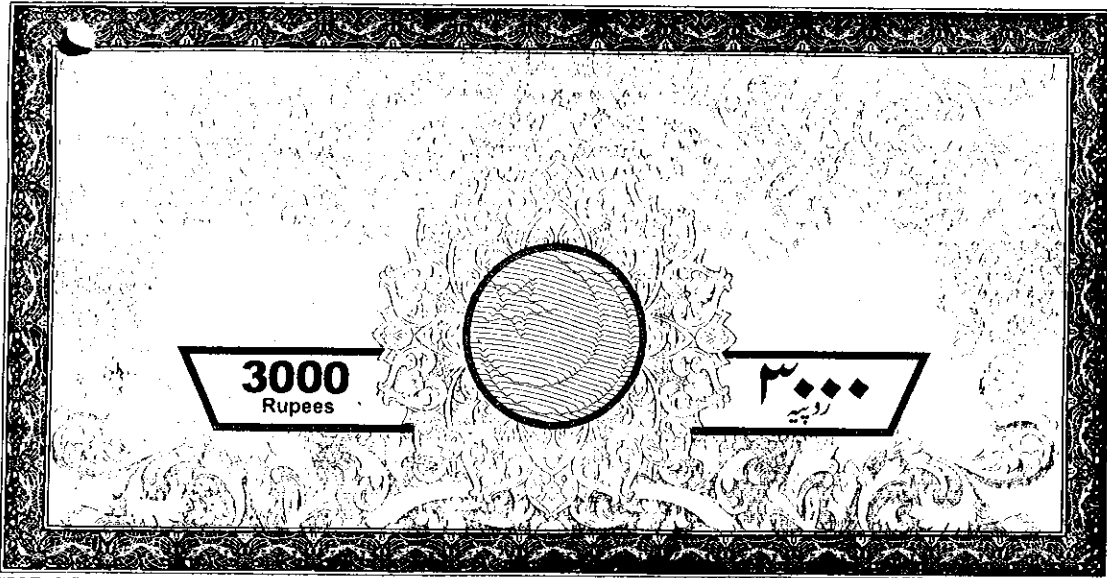
STAMP OFFICE CITY COURT, KARACHI
Issued to *Zahid Mehmood*
NIC/Company Card No. _____ 4494
Vide D.S.R. No. _____ 10 _____ dated 2_____
On behalf of challan No: 136 Dt. 4-8-
for the purpose of. _____ 5.0
E. No: _____ 10 _____ Dated 25-8-

AGREEMENT

THIS AGREEMENT is made at Karachi on 27th day of August Two Thousand and Fifteen (2015).

BETWEEN

INSTITUTION OF BUSINESS ADMINISTRATION, KARACHI, an Institution duly incorporated and existing under the laws of Pakistan, having its Office at Main Campus Karachi University, university road Karachi (hereinafter referred to as **IBA** which expression shall where the context so admits include its successors and assigns);

And

Core Systems, having its registered Head Office at Shop No. 5-55, J M Ext. New M.A. Jinnah Road, Muslimabad, Karachi, having Telephone No. 021-34914500, and Email: imran@shaikhtraders.com, (hereinafter referred to as **"Technology Partner"** which expression shall, where the context so permits, be deemed to mean and include its successors-in-interest and permitted assigns), through its duly authorized representative.

NOW THEREFORE in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have agreed as under:

1.0 Scope of Service:

PAGE-2

SCOPE OF WORK

Scope of work for the selected bidder shall include supply, installation, implementation; commissioning, training, integration of smart card based security system and its integration with existing systems, like PeopleSoft ERP and attendance management systems. Bidder shall providing user manual, 36 months warranty & comprehensive support for the total solution including all hardware, software, materials, services etc. for installing the Electronic Arm Barriers & Smart Card based Physical access control system, Visitor Management System at IBA location mentioned in this tender. The scope also includes enrolment and card personalization for all IBA Student, employees and Third party contract employees are covered under Access Control System.

Successful bidder will have to submit / present the detailed documentation on the planned scheme & schedule for implementation of Access Control System at IBA, including features of its Application software, various Reports, MIS on daily & monthly access information, suggested designs on Smart Cards, training requirements etc. bidder shall be required to modify and incorporate all information, suggestions and functionality as required & Communicated to it by IBA.

In terms of the scope, the vendor shall design, supply, install, commission and conduct performance tests of the Access Control System including Turnstile, Electronic Arm Barriers and Visitor Management System.
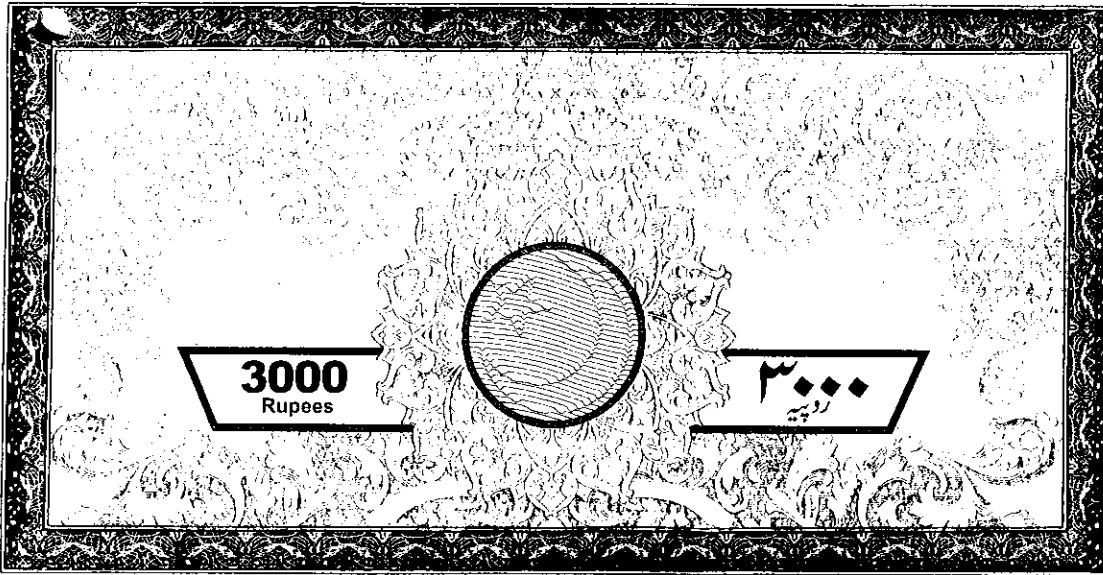
3000
Rupees

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PAGE-3

The system shall be designed to be adaptable / conforming to prevailing international standards (e.g. ISO / IEC, UID) and based on open standards platform. The system shall be inter-operable.

General Solution Requirements

- The system shall provide future system expansion capability, through the use of scalable hardware and software solutions and with the provision of non-proprietary external interface integration points for the database and application functions.

- The system shall have flexibility for up-gradation and expansion in all respects depending on future requirements with standard modules.

- All the Access Control security equipment installed will be interconnected and function as one system.

- It shall be a secure & fail proof layer in the overall plant security system employing an industry standard & internationally acceptable encryption mechanism.

- The system shall support card readers and shall support up to 5,000 cardholders.

- The system / card encoding shall be compliant or compatible with international standards to enable future multiple application use of the smart cards and other convenience uses.

- Synchronizing the timing on the Access Controllers, Readers, Visitor Management System Client software and all devices in Access Control System network should be from the Central AC5 Server / software.

PAGE-4
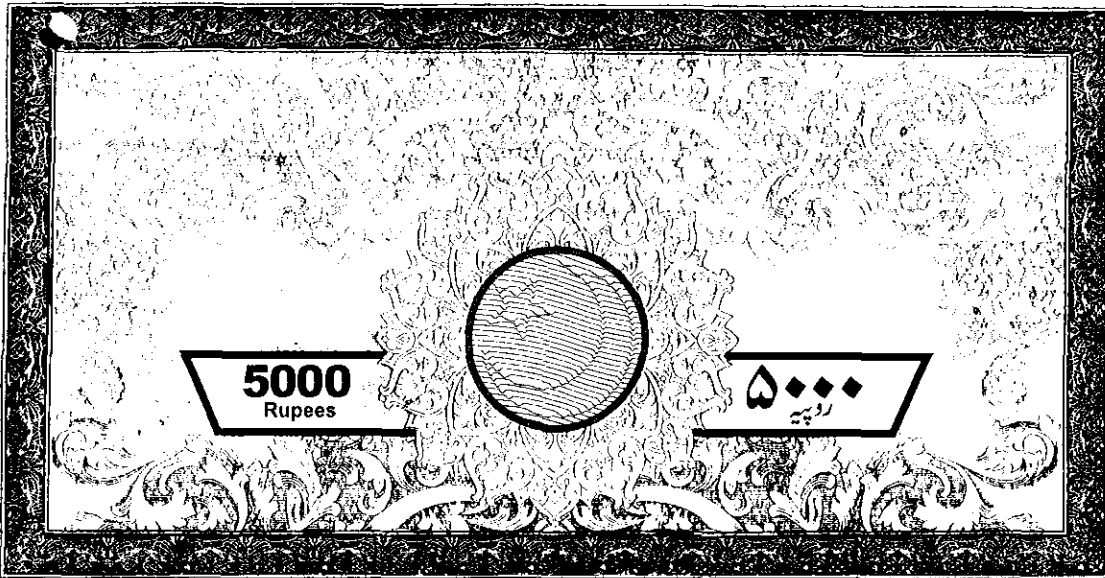
- The electronic circuits used in the system shall be of solid state fail safe design and be provided with proper coating to have resistance to humidity and corrosion which enables the operation from being impaired by dust and dirt.

- The system shall adhere to a centralized architecture, with centrally located application.

- Access Control System shall have redundant, hot standby architecture. Change over from the active system to the hot standby system shall be automatic without any manual intervention.

- Network communications shall utilize TCP/IP network communications protocol The system shall monitor attempted unauthorized entry and other incidents and alarms and report / log those for alarm notification & further action.

- One time registration of all the existing regular entrants (employees, contract staff) shall be done by the vendor. Necessary training will be provided by the vendor to concerned staff of IBA.
- Card readers at different locations shall be connected through laying of CAT6 cable including all network provisions for TCP / IP with I/O box etc. will have to be done by the bidder.

- UPS Power supply shall be provided by IBA from one point at the Central Control Room at Ground floor Admin Block Main Campus and Security Office at City Campus. Vendor will have to provide the required connections & wirings for the supplied equipment.
    - All ACS network equipment shall be IPv4 compliant.

    - Sufficient resilience / redundancy and logic shall be provided to assure that the availability objectives can be met without manual intervention. The access control hardware shall be designed so that there is no single point of failure that can cause operations to be disrupted.
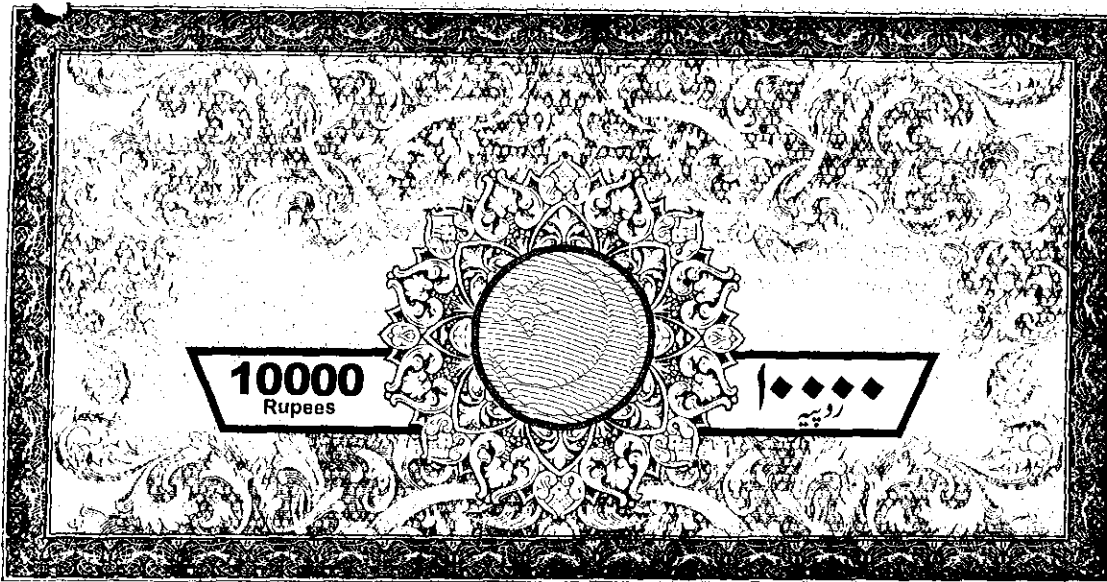
PAGE-5

- System Components shall be independent and capable of co-existing on the system to allow for an increased level of capacity. Modular design and flexibility shall be provided for easy expansion of the system to the extent specified without degradation of the system's performance.

- Access granted or denied decision cycle shall be within one second.
- In the event of a system failure or security communications network failure, the individual intelligent modules shall work as standalone systems and shall have minimal impact on overall operation of the Access Control System.

SYSTEM DESCRIPTION

With a centralized Access Control System shall have a centralized architecture server and shall deploy a very high level of encryption technology, minimal points of failures, scalability & industry standard redundant architecture and an extremely essential conformance to a well-documented failure to-safety policy-framework. The central location shall have a robust ACS server (with an enterprise level access control software that has an in-built Visitor Management Module and an enterprise level 32-bit / 64-bit operating system) with the latest version of MS-SQL / Oracle/ my SQL DB.

Access Control System shall be integrating with existing PeopleSoft ERP System and Attendance management system of IBA.

The solution shall be based on individual smart cards to be issued to entities (as ID-cum security for personnel). The smart cards shall be based on DESFIRE-EVI / HID iCLASS architectural platform for storing & accessing data items and shall be conforming to ISO 14443A standard, with 2 KB memory and support with 2 Applications. The smart cards shall employ lamination & hologram as additional levels of security.

10000 Rupees

PAGE-6

Access Control System shall store perpetual access records of all the Students, employees, Third party contract employees & visitors including all the transaction history associated with them.

The physical access control mechanisms shall be connected to the controllers and readers, High Quality turnstiles and Electronic Arm Barriers with failure-to-safety adequacies shall be used for entry / exit points.

The physical access mechanisms such as turnstiles and Electronic Arm Barriers shall be operated / controlled by local controllers based on the authentication input provided by readers installed at each access point. The controllers shall have a database of users & transaction logs etc.

The Controller & Readers shall provide an electrical interface to the System operator shall also perform the credential data storage processing, controlling, transaction logging & decision taking tasks at the edge level for uninterrupted system function even in case of a link failure.

A security control room shall have visitor registration station equipped with the complete software and hardware (smart card & biometric template reader / writer solution for capturing the employee writing the same onto the smart card).

A security control room shall have a panic switch connected to the local controller to be used in emergency / duress situations with a control for allowing free passage in case of emergency evacuation.

Access Control Software system wiring shall use structured cabling scheme comprising 4-pair CAT 6 cable for IP connectivity, 5-pair IS-694 compliant 1 sq mm cable for Wiegand data communication, 3-pair IS-694 compliant 1 sq mm cable for control data communication (turnstiles, Electronic Arm Barriers & Emergency Release Switches) & 3-core 1.5 sq.mm IS-694 compliant cable for power. The entire Access Control System shall use a structured & stabilized power supply with power back up of 3 hours.

The following is the least (but not limited) equipment / software list within Access Control System.

_ Access Control Software, Visitor Management Software.
_ Visitor Management software including printer
_ Access Control Controller
_ Readers
_ Turnstiles
_ Panic Switch
_ Electronic Arm Barriers
_ other networking items.

Software Descriptions

ENTERPRISE LEVEL ACCESS CONTROL, TIME/ATTENDANCE & VISITOR MANAGEMENT SOFTWARE

Enterprise level Software for Time Attendance, Access Control, Visitor Management, Guard Tour, GUI, Anti-pass back, Reports in Inbox, Unlimited User log-ins, Door Scheduling, Unlimited logins, POP ups, Evacuation Control & Management (Muster module), Shift Roasters & Management, Air Locking etc.

Any sort of Customizations whether its Client, Report Fields, Input Fields, Integration or any other should be possible/offered and could be done if asked.

CAFETERIA AND FOOD COURT MANAGEMENT MODULE OF ENTERPRISE SOFTWARE

Cafeteria & Food Court Management System Server Module
Cafeteria & Food Court User interface for Recharge, Refund & Food Vending

ACCESS CONTROL TIME & ATTENDANCE

- Web Logins Unlimited
- Multiple Companies, Multiple Branches, Global Time Synchronization
- User Profile/Privilege Management (Standard, Custom fields, Images); Define User Groups; Bulk Card Issue; Import/Export Employee
- Time Attendance: Overtime Mgt., Shift Roasters, Automatic, Night, Rotational & Flexible Shifts; Attendance Regularization; Attendance Reader Management
- Access Control: Controller Monitoring & Management; Door Access Based on Time Code, Time Zone, Holidays, Reader Groups & Weekdays Timed, Local & Global Anti-Passback; Real Time Event and Alarm Monitoring; Device Control; I/O Mapping & Control; Door Lock Control
- Support for All types of Readers/Credentials/Formats (Smart Card, Biometric, Pin, Long Range)
- Automatic/Manual Database Back up, Restore & Management; Database Size Management
- Door/Relay Scheduling (related to Public Area Control, Monsoon Day Control, Supervisors Control and Critical Area Control)
- Web Based On Duty (OD) Request
- Auto-Alert Pop-ups, Email and SMS
- Scheduled Access/Attendance Reports via Email
- Zone Draw, Hawk EYE (GUI); Logical Area Control
- Fire Evacuation System/ Muster Point Module; ID Card Badging Module
- Door Interlocking
- Guard Tour Management
- Active Directory Integration
- Integration with ERP/HRMS/Payroll

Define company(s) and branch(s)

    1. System-Administrator's Login to:

        a. Define multiple companies (Complete confidentiality of each company's data from other company's administrator)

        b. Define multiple branches of a company

        c. Add administrator to a company

    2. Define Time Zone for each branch server will automatically synchronize each controller time in accordance with the time zone of the associated branch

    3. Automatic controller time resetting on controller time deviation from server time

    4. Support for day saving time

    5. Define titles/designations for a specific branch

    6. Define departments for a specific branch

    7. Define 16 custom fields for a company

    8. IMPORT employee ledger from an excel sheet to the database Map excel sheet columns to database field names

Manage employees/users/privileges via Web-Interface

    9. Add and manage users with 18 standard and 16 custom fields

    10. Add employee photograph

    11. Assign access card to an employee using either of the following two options:

        a. Add card as a no-format card by flashing the card on a reader

        b. Add card as a format card by entering facility code and serial number

        c. Check for the card facility code and the serial number by flashing the card on a reader

    12. Define card start and expiry date

    13. Activate/Deactivate the card

    14. Set pass-back exemption

    15. Set extended access

    16. Assign up to 8 access groups allowing an employee to access various branch locations

    17. Assign access privileges to employees in bulk

    18. Assign current and future shift roster to an employee

    19. Assign shift roster to employees in bulk

    20. Define custom employee groups. The feature facilitates the logical grouping of employees based on management structure, thus can empower the project coordinators, floor-managers or project managers to manage access & time attendance rules and view reports of a specific user-group.

    21. Define privilege level of an employee, one or more than one of the following privileges can be assigned:

        a. Administrator All (privilege to manage employees, define access groups, define shift rosters and report generation for the whole company)

b. Administrator (privilege to manage employees, define access groups, define shift rosters and report generation pertaining to a specific branch)

a. Report Viewer (privilege to generate organizational time attendance and access reports)

c. Normal User (privilege to generate personal time attendance reports)

e. Group User (privilege to manage employee's access groups, shift rosters and report generation pertaining to a specific group of employees)

f. Security Administrator (Privilege to configure and monitor access control hardware)

g. Security Viewer (Privilege to monitor access control hardware and respond to real time system events)

h. None (No access to the system)

22. Advanced search form to search users on fixed and mixed search criteria such as: name, department, title, access group, time attendance rule, card status etc.

Leave of absence regularization via Web-Interface

23. Regularize employee working hours (used in cases where employee is unable to mark attendance through the system)

24. Define absence as one of the following:

   a. Leave

   b. Sick Leave

   c. Casual Leave

   d. Other .. (Define any custom reason for the absence)

Define access groups via Web-Interface

25. Define and manage any number of Time Codes

26. Define and manage any number of Holidays (yearly repeatable and yearly non-repeatable)

27. Define and manage any number of Holiday Groups

28. Define and manage any number of Time Zones (Map time codes to each day of the week and the holiday groups)

29. Define and manage any number of Door/Reader Groups

30. Define and manage any number of Access Groups (map time zone to reader group)

Define Shifts/Shift rosters via Web-interface

31. Define multiple Shifts as per following parameters:

   a. Day Start Time (the parameter allows to define flexible shift timings and night shifts)

   b. Shift Start Time

   c. Shift End Time

   d. Late coming half day

   e. Early going half day

   f. Minimum full day hours

   g. Minimum half day hours

   h. Minimum overtime period

   i. Overtime Start Time & Overtime End Time

   j. Non-working hours

32. OT (Overtime) management Define shift specific overtime

33. Define and manage Shift Rosters Define shift for each day of the week and holiday groups

34. Define week-offs in the shift rosters (any possible week-off rule can be defined e.g. alternate Saturday, third Saturday etc.)

Reports via Web-interface

35. Select and export following employee(s) information to an excel sheet

   a. Standard employee information fields

   b. Card number

   c. Card issue date/expiry date

   d. Assigned Access Groups

   e. Assigned Shift roster

   f. Privilege level

   g. Record created by

   h. Record creation date

36. Generate following time attendance reports for a specific period for group of employees:

   a. Daily Report

   b. Individual report

   c. Individual detailed report

   d. Daily Summary

   e. Individual Summary

37. Filter time attendance reports on following parameters

   a. Full Day

   b. Half Day

   c. Late In

   d. Early Out

   e. Overtime

   f. All Leave

   g. Leave

   h. Sick Leave

   i. Casual Leave

   j. Earn Leave

   k. Absent

38. Generate following access reports
    a. Reader Access report
    b. Employee Access report
39. Export report in various standard formats:
    a. Crystal reports
    b. Acrobat format
    c. MS word
    d. MS excel 97-2000
    e. MS excel 97-2000 (data only)
    f. Rich Text format

Real time event Monitoring & Control
40. View online status of each controller
41. View other pertinent controller information
    a. Controller Name
    b. Controller type
    c. MAC & IP
    d. Last message received time
42. View door status
    a. Door name
    b. Door open/close
    c. Door lock status
        i. Lock
        ii. Unlock
        iii. Permanent Lock
    d. Door held violation status
    e. Door held alarm status
    f. Door forced violation status
    g. Door forced alarm status
    h. Tamper failure status
43. Remotely close door held alarm
44. Remotely close door forced alarm
45. Change locks status Lock Unlock Permanent Lock
46. View Input to Output mappings
47. View each defined Input status
48. View each defined Output status
49. Remotely deactivate Output
50. View system events in the real time

Configure controllers/readers
51. Support for all smart card technologies such as iClass-any format, Prox, Mifare, Desfire
52. Preexisting 255 standard 26 bit format files
53. Add upto 255 different format files to each controller
54. System can be configured to support various card technologies simultaneously. This feature enables users to easily migrate from one card technology to another or different users to possess different smart cards.

55. Automatic detection of controller(s) on the network

56. Map controller to a company/branch

57. Controller synchronization option to update any new controller on the network with the current system configuration.

58. Define controller outputs (Aux Output 1, Aux Output 2)

59. Map general purpose controller inputs (Card read on reader, AC fail, battery fail, tamper input, Input 1, Input 2) to the controller output (required for CCTV camera integration, fire integration, emergency exit integration)

60. Define output response as either message only or output relay action

61. Configure output relay action as one of the following:

      a. Close on Event close

      b. Manual close

      c. Timed

62. Configure to open all doors on an event on a specific input(s) (required for fire panel integration)

64. Define interface panel to be used for either single door (Card-In/Card-Out) or two door

65. Define readers, inputs and outputs for each interface

66. Define each reader as any one of the following:

      a. IN Configured as a IN reader to a facility

      b. OUT Configured as a OUT reader to a facility

      c. LOGIN Configured as a LOGIN reader for Time-Attendance calculations

      d. LOGOUT Configured as a LOGOUT reader for Time-Attendance calculations

      e. LOGIN-LOGOUT Single reader configured to capture both LOGIN and LOGOUT (alternatively) for Time-Attendance calculations

67. Oefine door lock open/close timings

68. Configure anti-pass-back for a reader

69. Define system response as one of the following options on events such as door held violation and door forced

      a. Message only

      b. Alarm (close on event close)

      c. Alarm (Close from software)

70. Map any interface input to any interface output. In other words any sensor can be mapped to any actuator device

71. Support for special access control hardware such as Turnstiles and boom-barriers

Database Management

72. Oatabase supported: Microsoft SQL server

73. Seamless integration with existing ERP, HR and legacy systems through specialized db views

74. Special database utility to

    a. Take database backup

    b. Create database service for (Daily, weekly, monthly)

    c. Restore database

    d. Delete undesired log tables

    e. Create database service for automatic log maintenance (Daily, weekly, monthly)

    f. database creation

VISITOR MANAGEMENT

Web Privileges for Employees

1. Define branch policy with following options:

    a. Define mandatory fields during visitor issue

    b. Appointment is must for every visitor (choose)

    c. Access Card issue to visitor is compulsory (choose)

    d. Print gate pass for visitor assets and (choose)

    e. Visitor request must be approved by the group administrator (choose)

    f. Send Email for approval (Group administrator does not need to login to the software but can just approve from the email)

    g. Send Email/SMS to the approved visitor

    h. Send Email/SMS to the employee on visitor arrival

    i. Pop up on Employee's system on visitor arrival

    j. Banned visitor notification

    k. Lapse Time (Time after which appointment will get expired)

    l. Default Departure Hours (if some other time is not set)

    m. Pre Appointment hours (Time before the scheduled appointment during which pass can be generated)

2. Kiosk mode options:

    a. Name

    b. To meet

    c. Company

    d. Contact No.

    e. Email Address

    f. Pre-register visitor allowed in Kiosk mode

3. Create visitor groups with flexible hierarchy level

4. Assign Visitor group in bulk to set of employees (Different set of employees can be assigned different hierarchy groups)

5. Employee can view/check visitor request status.

6. Inbox feature for administrators for pending visitor approvals

7. Web based access to each employee to request for an visitor

8. Online Visitor appointment request for current /future dates

9. Search visitor based on Visitor ID, Company, visitor name, contact number, email

10. Search Visitor details based on pre-register/non-registered employees

11. Track Visitor login and logout time data

12. Allow or ban visitors

Reception Desk Privileges

1. Today's appointments and expected visitors.

2. Gatekeeper can check or Inform visitor regarding their appointment status (Pending approval, Rejected, Expected, Inside, Inside Overstay, Visited)

3. Option to multiple check In Check out on a single pass for contractors and vendors (vendor/ contractor pass management)

4. Track and view previous appointments of a visitor

5. Real time list of visitors inside

6. Real time list of unreturned cards

7. Notification on visitor overstay

8. Print and record Asset being carried or being deposited by the visitor

9. Print and record Vehicle being driven by the visitor

10. Option to scan and record visitor identification documents

11. Auto complete text boxes for search employee, visitor purpose, visitor type

12. Quick Visitor Enrollment for pre-registered/non-registered employees

13. Option to show current area of the employee (Logical Area Control)

14. Add number of accompany person

15. Visitor sign-out with a single click

16. Visitor history tracking

17. Real time list of Visitors in the company

18. Maintains log of users issuing cards to Visitors

19. Visitor Photo Capture and Print

20. Custom Visitor badge designing

21. Visitor/ contractor - badge / pass printing

22. Integration with Barcode scanner for visitor assets scanning

23. Visitor Groups for different visitor types

24. Track Visitor movement

25. ACS integration to control visitor access to specific doors for a predefined time

26. Elevator access control system integration for visitor's access on specific floors

27. Can be centrally implemented to monitor all your locations across the country

28. Escort Visitor to ensure visitor access only in authorized areas

29. Extra door open time for Handicapped persons

30. Database Backup Facility

31. Centralized management for multiple organizations in the premises

Reports

1. Web-based reporting

2. Reports can be generated in .pdf and excel format

3. Reports can be generated for a selected time period for selected or all visitors e.g. Report for Today, Weekly Report, Monthly Report and Reports of selected dates.

4. Visitor Summary Report showing visitor's track history in the company for defined time period

5. Daily Report: Report showing visitors log on day to day basis

6. Individual Access Report showing selected visitor details based on card shown on readers

7. Reader Access Report: Report showing card shown by visitor on selected reader
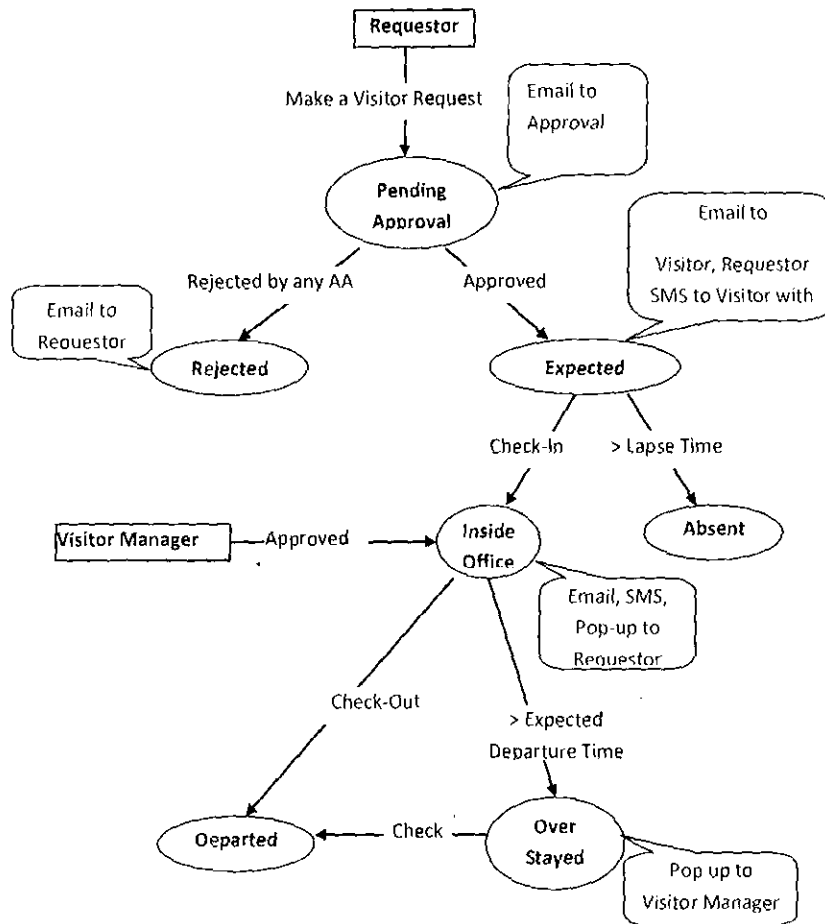
CAFETERIA AND FOOD COURT MANAGEMENT

Multiple Food Shop/ Vendor Management

1.1 Installation Site:

a. IBA, Main Campus – Karachi University, Karachi.

b. IBA, City Campus – Kiyani Shaheed Road, Karachi.

Technology Partner Pakistan will provide services to the customer at the following site:

IBA,	IBA,
Main Campus	City Campus
University Road,	Kiyani Shaheed Road
Karachi	Garden, Karachi

1.2   **Nature of the Contract:**
This contract includes:

  2.1 Installation & Commissioning of of smart Card equipment / Software
  2.2 Services & Maintenance of Hardware and Software (Refer to Annex B)
  2.3 3 Year 24x7 hardware / software on site support (response time accordingly to SLA).

1.3   **Offices:**

Technology Partner Pakistan has its Head Office in **Karachi.**

1.4   **Relationship with Principal**

Technology Partner is Advanced Level principle Partner, covers wide range of Principle Product Line.

1.5   **Contract Price: (Mention in Pakistan Rupees)**

Total price of contract is Rs. **9,659,810 /-**

(Nine million, six hundred fifty-nine thousand, eight hundred ten only)

Payment Schedule:

  A. 70% of the total contract amount will be paid after the delivery of BOQ Item to IBA.

  B. 15% of the total contract amount will be paid after commissioning of complete solution as per IBA's satisfaction.

  C. 15% of the total contract amount will be released after one year from the date of the signing the contract. The payments mentioned in (clause B above) may however be released in Advance, upon submission of Bank / Insurance Guarantee for one year period

Performance Security:

10% Performance Security would be hold by IBA for three months after completion of warranty period.

1.6 **Delivery Schedule:**

Delivery lead times are based on prevailing government import policies and subject to clearance from US export control regulations. If there are any restriction on trade either by Government of Pakistan or by the Government of the US, delivery schedule would be amended and intimated to the IBA accordingly. In normal conditions, delivery will be made within 6 – 8 weeks from the issuance of LOA i-e _____.

To ensure operations of the IBA are not delayed due to any delivery issues. The Technology Partner will provide backup equipment to ensure Operation targets are met.

1.7 **Support Services Hardware**
   - From the expiry of 4th & 5th Year Warranty / Support. New Support contract will be signed after mutual agreement and consent of IBA and the Technology Partner. Renewal Price for the fourth and fifth year would be PKR 1,778,700 /- each year as quoted in original bid.

2 **Delays:**

In the event of any delays caused in the performance of its obligations under this agreement subject to Force Majeure Clause due to the negligence of Technology Partner, Technology Partner shall be liable to pay Institute of Business Administration Karachi liquidated damages amounting to two per cent (2%) per month up until an aggregate amount of ten percent (10%) is reached.

If the Technology ·Partner fails to deliver any or all of the Goods or not perform the Related Services Within the period specified in the Contract due to any reasons constituting negligence on the part of the Technology Partner, the IBA may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract until actual delivery or performance, up to a maximum deduction of the percentage also specified in the contract. Once the maximum is reached, the IBA may terminate the Contract pursuant to Termination Clause.

3 **Taxes and Duties**

IBA is exempted from all Import Duties and related government taxes. If however, due to any reason this exemption is revoked, then import duties and related taxes have to be paid on the above equipment, IBA will have to bear the corresponding import duties and related taxes amount.
However, for any decrease in taxes duties and levy, the benefit will be passed to IBA. Withholding tax shall be deducted from the supplier invoices as per the prevailing rates

- For goods supplied from outside the Pakistan, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

- Although IBA is exempted from the whole of customs-duties specified in the First Schedule to the Customs Act, 1969 (IV of 1969), and the whole of sales tax, however, due to any reason if this exemption is revoked by the Government, then IBA will have to bear the additional costs (if imposed)
- For goods supplied from within Pakistan, the Technology Partner shall be entirely responsible for all taxes, duties, stamp duties, license fees, etc., incurred until delivery of the contracted Goods to the IBA
- If any tax exemptions, reductions, allowances or privileges may be available to the Technology Partner in the Pakistan, the IBA shall use its best efforts to enable the Technology Partner to benefit from any such tax savings to the maximum allowable extent.
- Applicable withholding taxes, rates, duties, etc. shall be deducted from Technology Partner Payments. In case the Federal or Provincial Government or any other competent authority levies any new/additional taxes, charges, surcharges, fees, duties, etc. including VAT, Flood Tax etc. or withdraws any exemptions that directly or indirectly affect the quoted/contracted price, the same shall be added to the overall quoted price accordingly to be paid by the IBA to Technology Partner. The IBA hereby expressly indemnifies the Technology Partner against any such additional or new taxes, charges, surcharges, fees, duties, etc. payable as per law to the concerned departments in the lawful performance of its obligations under any Contract with the IBA and the IBA also agrees to reimburse the same to Technology Partner.

4 Support Services of Hardware / Software.

- 24/7 warranty and support on site with 1 hours response time.
- Resolution time as 2-4 hours from the time of notification of the fault in writing.
- Telephonic response time will start within 30 minutes.
- Onsite response Time for normal calls will be up to 2 - 4 business hours.
- The response time for urgent/critical calls will be 1 business hours

5 Duration

The Parties represent that this Contract shall have effect ___01st Sep 2015___
and effectively end _____ 2015.

6 **FORCE MAJEURE**

1. For the purposes of the Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, Acts of GOD, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, lockouts or other industrial action.

2. Force Majeure shall not include:

    a) An event, which is caused by the negligence or willful action of a Party or its subcontractor;

    b) An event which a diligent Party could reasonably have been expected to:

    (i) Have taken into account as at the Effective Date, or

    (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement.

    c) Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.

3. The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under, this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Patty affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement without delay.

4. Measures to be taken
    A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than 7 (seven) Days following the occurrence of the event concerned, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of the Force Majeure.

7 **Extension of time**

    Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended Day-for-Day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services the Supplier shall promptly notify IBA in writing of the delay, it's likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, IBA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in case of Force Majeure a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to contract Clause, unless an extension of time is agreed upon by IBA in writing.

8   **Consultation**

Not later than 30 (thirty) Days after a Party has become unable to perform a material portion of the Services as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

9   **CONFIDENTIALITY**

(a) The parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating any of the parties' Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractor domain other than by a breach of this Agreement. The parties agrees that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

(b) Notwithstanding the provisions of the above paragraphs of this clause the Parties may require each other to sign a Confidentiality Agreement on a case-by-case basis before specific information can be made available

10   **GOVERNING LAW**

The Agreement shall be governed by the Laws of Islamic Republic of Pakistan and the Courts situated at Karachi shall have the jurisdiction.

11   **FAILURE TO PERFORM**

Notwithstanding any remedy that IBA may have against **Core System** in terms of the Bank Guarantee referred to in clause 4 hereof, IBA shall have the right to forfeit the Products, or any of them, to claim damages from **Core System** due to a failure on the part of **Core System** to perform its obligations in accordance with the terms of this Agreement.

12 **NOTICES**

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set out hereunder:

For IBA:
Name   : Imran Batada

Head of ICT

Address   : IBA City Campus,
Kiyani Shaheed Road, Garden, Karachi.

Fax No.   : 021-99215528
For Core Systems:

Name   : Shaikh Imran
Designation : Manager Contract & Support (CEO)
Address   : Shop No. 5-55, J M Ext. New M.A. Jinnah Road,
              Muslimabad, Karachi
Tel.   : 021-34914500,
Email   : imran@shaikhtraders.com

13 **CONFLICT OF INTEREST**

No director, employee, agent or any other tier of representative(s) of either party or its subcontractor shall give to or receive from any director, employee, agent or any other tier of representative(s) of the other party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of any agreement, or enter into any business arrangement with any director, employee or agent of the other party, without prior written notification thereof to that party. In case of disregard and/or violation the violating party shall promptly notify to the other party of any violation and/or any consideration received as a result of such violation. Additionally, if any violation has already occurred prior to the date of this Agreement resulting directly or indirectly in the consent of the other party to enter into this Agreement with the violating party, the other party may, at its/his sole option, terminate this Agreement at any time. Neither any party nor its employees, agents, subcontractors nor any other tier of representatives shall make any payment or give anything of significant value to any official of any government or public international organization, including any officer or employee of any government department or agency to influence his or its decision, or to gain any other advantage for the other party in connection with the performance of this Agreement. In case of violation the violating party shall immediately notify to the other party of any such violation and shall immediately reimburse the other party out of any or all monies paid by the other party to the violating party, an amount equal to the amount of the payment or the value of gift to the government official which gives rise to such violation. Each party shall defend and indemnify the other party from and against all losses and expenses arising from and/or due to such violation. In the event of any violation each party may also, at its sole option, terminate this Agreement at any time.

14   **RECORD RETENTION AND RIGHT TO AUDIT:**

IBA shall ensure that it and its Representatives maintain true and correct records in connection with the services to be performance/goods to be supplied under the Agreement and all related transactions and retain all such records for at least 12 months after termination of this Agreement for any reason to audit any and all records of IBA and its Representative for the purpose of determining whether there has been compliance with the this Agreement.

15   **REGULATORY COMPLIANCE**

(a) Both parties

The parties acknowledge and agree that both shall comply with all the international and national laws that are applicable to the parties under this agreement and shall indemnify the other party of all the losses, damages and other expenses incurred by Technology Partner due to the breach of such compliance

(b) Changes in Law and Regulations

In the event of any change in Law, Regulation or Policy, which is prejudicial to the business interest of the parties involved, the parties shall have the right to terminate this agreement without further liabilities Upon one month notice.

16   **Entire Agreement**

The Contract constitutes the entire agreement between the IBA and the Technology Partner is superseding all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

17   **Corrupt Practices**

IBA as well as Bidders, Suppliers, Contractors, subcontractors, Architects and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this Contract, the IBA:

(a)   Defines, for the purposes of this provision, the terms set forth below as follows:

(i)   "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a official in the procurement process or in contract execution; and

(i) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IBA, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time if it at any time IBA determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing Contract.

IBA will cancel the portion of a Contract for goods, works, or services if it at any time determines that corrupt or fraudulent practices were engaged by representatives of IBA or by Supplier during the procurement or the execution of contract.

18 Incoterms

(a) Unless otherwise specified, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.

(b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids.

19 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

20 Non-waiver

(a) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

21 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

22   **Settlement of Disputes**

1.   The IBA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.   If the parties fail to resolve such a dispute or difference by mutual consultation within fourteen (14) days from the commencement of such consultation, either party may adopt the following formal mechanisms:

Adjudication:

Either party may move to the notification of Arbitration.

The Adjudicator shall give his or her decision in writing to both parties within twenty-eight (28) days of a dispute being referred to the Adjudicator. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either IBA or the Supplier within fifty-six (56) days of such reference, the decision shall become final and binding upon IBA and the Supplier. Any decision that has become final and binding shall be implemented by the parties forthwith.

The Adjudicator shall be paid an hourly fee plus reasonable expenditures incurred in the execution of duties as Adjudicator, and these costs shall be divided equally between the IBA and the Supplier.

Should the Adjudicator resign or die, or should IBA and the Supplier agree that the Adjudicator is not fulfilling his or her functions in accordance with the provisions of the Contract; a new Adjudicator shall be jointly appointed by IBA and the Supplier. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party or by the IBA, or if no Adjudicator can be appointed the Contract shall from this point onward and until the parties may otherwise agree on an Adjudicator or an Appointing Authority, be implemented as if there is no Adjudicator.

If either IBA or the Supplier is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to him or her or if both parties are unable to appoint the new adjudicator, then either the IBA or the Supplier may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as provided below, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

Any dispute, in respect of which a notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. Arbitration may be commenced prior to or after delivery or installation of goods or system.

Notwithstanding any reference to the Adjudicator or arbitration:

(a)   The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;

(b) IBA shall pay the Supplier any monies due the Supplier.

Other rules of procedure for arbitration proceedings are:

The arbitration shall be conducted in accordance with the rules of procedure set forth in the Pakistan Arbitration Act 1940 subsequently amended: Each party shall nominate one Arbitrator. The two Arbitrators shall initiate arbitration proceedings at Karachi. In case the two arbitrators do not reach any agreement, a third Arbitrator shall be selected by the two Arbitrators. If two Arbitrators cannot reach an agreement on the nomination of the 3rd arbitrator, then the third arbitrator will be nominated by the Chairman HEC. The award of the majority of the arbitrators shall be final and binding on both parties .Each party shall bear the cost of its own Arbitrator and the cost of the third Arbitrator shall be borne equally by both parties. In the event of an arbitrator resigning or becoming incapable or unable to act, the party nominating such arbitrator shall be entitled to appoint another in the place of the outgoing Arbitrator. Proceedings shall continue without recommencing as if such Arbitrator had been originally nominated. The Chairman of the HEC shall nominate an arbitrator for a party, who fails to do so.

23   Subcontracting

The Supplier shall notify the IBA in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. In case of conflict between the terms of the present agreement and a subcontract for services to be provided by the Technology Partner in pursuance to this Agreement, the Terms of the Present Agreement shall take precedence over the terms of the Sub-Contract. The Technology partner hereby undertakes that any and all such clauses shall be considered null and void by either the parties if it is in direct or indirect conflict with the terms of this Agreement.

24   Specifications and Standards

Technical Specifications and Drawings

(a)   The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

(b)   The Goods and Related Services supplied under this contract shall conform to the Standard Bidding document mentioned in Annexure A, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods and country of origin.

(c)   Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the IBA.

25   **Packing and Documents**

The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements and in any other instructions ordered by the IBA.

26   **Insurance**

The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms.

27   **Inspections and Tests**

The Supplier shall at its own expense and at no cost to the IBA carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Requirements.

The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Pakistan, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the IBA.

The IBA or its designated representative shall be entitled to attend the tests and/or inspections, provided that the IBA bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the IBA. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the IBA or its designated representative to attend the test and/or inspection.

The IBA may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

The Supplier shall provide the IBA with a report of the results of any such test and/or inspection.

The IBA may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the IBA, and shall repeat the test and/or inspection, at no cost to the IBA.

The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the IBA or its representative, nor the issue of any report pursuant to shall release the Supplier from any warranties or other obligations under the Contract.

28   **OEM Relationships 1**

The Supplier should be an authorized business partner from the ORIGINAL EQUIPMENT MANUFACTURER (OEM), for the proposed hardware, software, networking components and other related services in Pakistan. Duly completed Manufacturer Authorization certificate should be provided as part of the Contract within 14 days from the date of the notice notification of the contract award otherwise contract will be terminated automatically without further notice. Sample is of the Manufacturer Authorization certificate is attached with this contract.

29   **Patent Indemnity**

The Supplier shall indemnify and hold harmless IBA and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which IBA may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- the installation of the Goods by the Supplier or the use of the Goods in Pakistan where the Site is located; and

- the sale in any country of the outputs by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

If any proceedings are brought or any claim is made against IBA arising out of the matters referred to in paragraph 1 of this clause, IBA shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in IBA's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims. IBA shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

IBA shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of IBA.

30 Change Orders and Contract Amendments

IBA may at any time order the Supplier through notice to make changes within the scope of the Contract in any one or more of the following:

- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured, assembled or installed for IBA;

- the method of shipment or packing;

- the place of delivery; and

- the Related Services to be provided by the Supplier.

- If any such change causes an increase or decrease in the cost of, or the time required for, the Technology Partner's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Technology Partner for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Technology Partner's receipt of IBA's change order.

- Any expenses/Prices to be charged by the Technology Partner in pursuance of such a change order or otherwise or for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties in writing and shall not exceed the prevailing rates charged to other parties by the Technology Partner for similar services.

31   **Termination**

Termination for Default

(a)   IBA, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i)   if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by IBA; or

(ii)   if the Supplier fails to perform any other obligation under the Contract.

(b)   In the event IBA terminates the Contract in whole or in part IBA may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to IBA for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

(c)   if the Supplier, in the judgment of IBA has engaged in corrupt or fraudulent practices as mentioned in this contract in competing for or in executing the Contract.

Termination for Insolvency

(a)   IBA may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to IBA.

Termination for Convenience

(a)   IBA, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for IBA's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b)   The Goods that are complete and ready for shipment within fourteen (14) days after the Supplier's receipt of notice of termination shall be accepted by IBA at the Contract terms and prices. For the remaining Goods, IBA may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and year first above written.

Notices:

For and on Behalf of IBA Karachi

Imran Bata
Head of ICT
Institute of Business Administration
Karachi Pakistan

Name: Imran Bala

Designation: Head ICT

07/Sep/15

For and on Behalf of Technology Partner

Name: Shaikh Imran

CORE SYSTEMS

Proprietor

Designation: Director

Witnesses-1:

1) Signature

Name: _____

Address: _____

Witnesses-2:

2) Signature

Name: _____

Address: _____

CORE

SYSTEMS
COMPUTER & NETWORK SUPPLIES
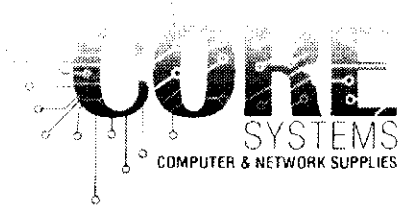
Shop No. 5-55 J-M Ext. New M.A Jinnah Road Muslimabad Karachi ph: 02134914500, 02134914355

Date: **July 14, 2015**

Institute of Business Administration,
Karachi, Pakistan

Attn:	**Mr. Asjad Asad**
Subject:	**Bid Validity Extension**
Project:	**Smart Card Solution of IBA**
Tender #:	**IT/84/2014-15**
Bid Ref #:	**CS/IBA/374/04/15**

Dear Sir,

Reference your email dated 11 July 2015, we hereby extend our bid validity to further 90 days from today i.e. it's now valid till 14 November 2015.

Moreover, we request you to please expedite the decision as it's been several months this case is under process and managing pricing & forex becoming quite difficult for us now.

Sincerely,
for **Core Systems**

CORE SYSTEMS

Proprietor

Shaikh Imran
0300-9270933
Imran@shaikhtraders.com