



WITNESSED

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply & Installation of Wireless Access Points" vide tender # IT/21/21-22. "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I:

DUTIES & SCOPE OF SUPPLY & SERVICES AND AGREEMENT

- 1.1 "THE SUPPLIER" agrees to provide, supply & installation of Wireless Access Points to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SUPPLIER" will coordinate their work with Head of ICT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide, Supply & Installation of Wireless Access Points.
- 1.3 "THE SUPPLIER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/ charges/amount inclusive of all taxes and levies.
- 1.5 All logistic charges will be borne by "THE SUPPLIER".
- 1.6 The SUPPLIER shall be responsible to provide hardware support with parts.
- 1.7 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.8 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SUPPLIER is also bound to arrange at least 15 % of the hardware inventory as backup in company office.
- 1.9 The SUPPLIER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.10 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.11 Service of all the equipment shall be carried out. Service plan shall be discussing with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.12 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.13 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months' warranty) items under this agreement.
- 1.14 SUPPLIER must provide backup units if original equipment requires repair. If SUPPLIER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.

- 1.15 All equipment to be covered under this SLA shall be inspected by the SUPPLIER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.
- 1.16 Delivery time must be within 60 days from the date of the Purchase Order.

Article II:
SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SUPPLIER" will provide 'Supply and Installation of Wireless Access Points' at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Wireless Access Points in accordance with the description & specification.
- 2.3 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "THE SUPPLIER" 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.
- 2.7 This Agreement shall be in effect from April ²⁹~~XX~~, 2022 to April ²⁸~~XX~~, 2025 and subject to the SUPPLIER inspection of the equipment to ensure that they are in working order.

2.8 SUPPLIER will ensure the following:

2.8.1 Service Level: Service Offering Includes:

Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments
Back-up units	Only with parts agreement as per list.

2.8.2 Performance Goals:

- a. 24 Hrs Response Time.
- b. On-site support
- c. Provide back-up unit if required.

2.8.3 Performance Measures:

- a. 90% equipment repaired on site
- b. Turnaround time for a repair Maximum 2 days or provide backup unit.
- c. IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.

2.8.4 Physical inspection of complete equipment.

2.8.5 Performance tests and adjustments.

2.8.6 Performance engineering modification and changes, if recommended by IBA.

2.8.7 Responsible for the smooth functioning of provide Hardware as per BOQ.

- 2.8.8 Equipment is fully operational and perform properly and meet SBD's Requirements.
- 2.8.9 The scope of the project is to provide warranties of all IT equipment and components requested in BOQ.
- 2.8.10 Responsible to respond to events on urgent basis as per SLA mention in the bidding document.
- 2.8.11 Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
- 2.8.12 Provide Backup in case of delay in part replacement.
- 2.8.13 The SUPPLIER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
- 2.8.14 Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- 2.8.15 Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
- 2.8.16 Warranty of consumable items must be minimum 3 months. (Battery, Adopter).
- 2.8.17 The SUPPLIER will sign a Service level agreement (SLA) with parts for a period of three years, extension of which shall be dependent on satisfactory performance for the previous year(s).
- 2.8.18 THE SUPPLIER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- 2.8.19 THE SUPPLIER bound to all defective items shall be replaced with new and same brand.

Article III
WARRANTY

- 3.1 Comprehensive 3-years OEM replacement warranty.

Article IV
REMUNERATION

- 4.1 The cost offered by the SUPPLIER is Rs. 11,698,506/- (inclusive of all taxes) Provide, Supply & Installation of Wireless Access Points vide tender # IT/21/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

Sr #	Specification	Qty	Rates	Total Amount
1	Wireless Access Point Controller Part # WX3840H, Brand: H3C or Compatible Equivalent - Power supply: with 150W Asset-manageable AC Power Supply Module, - License: Enhanced Access Controller License,192 APs, for Verticals, for V7, (Support: CT-Foundation Basic Service 3Y 5x9 Next Business Day-S, INT)	1	3,475,422.00	3,475,422.00

2	Wireless Access Point Internal Antennas Part # WA6638, Brand: H3C or Compatible Equivalent 12 Streams Triple Radio 802.11ax/ac/n Access Point, FIT (Support: CT-Foundation Basic Service 3Y 5×9 Next Business Day-S, INT)	4	107,158.00	428,632.00
3	Wireless Access Point Internal Antennas Part # WA6330, Brand: H3C or Compatible Equivalent 6 Streams Triple Radio 802.11ax/ac/n Access Point, FIT (Support: CT-Foundation Basic Service 3Y 5×9 Next Business Day-S, INT)	39	56,921.00	2,219,919.00
4	Wireless Access Point Internal Antennas Part # WA6622, Brand: H3C or Compatible Equivalent 6 Streams Dual Radio 802.11ax/ac/n Access Point, FIT (Support: CT-Foundation Basic Service 3Y 5×9 Next Business Day-S, INT)	55	60,202.00	3,311,110.00
5	Wireless Access Point Internal Antennas Part # WA6320H, Brand: H3C or Compatible Equivalent 4 Streams Dual Radio 802.11ax/ac/n Walljack Access Point, FIT (Support: CT-Foundation Basic Service 3Y 5×9 Next Business Day-S, INT)	15	37,576.00	563,640.00
			Total	9,998,723.00
			17% GST (If Applicable)	1,699,783.00
			Grand Total	11,698,506.00

- 4.2 Liquidity damages at the rate of 2% per month, of the total agreed on payment as per Purchase Order, of the total cost, will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SUPPLIER" have to deliver the required number of Provide, Supply & Installation of Wireless Access Points to IBA.
- 4.3 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SUPPLIER".
- 4.4 Stamp Duty @ 0.35% of the cost of the Purchase Order will be deposited in the Government treasury by the SUPPLIER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 4.5 Tax(es)/Challan(s)/Levy(ies)/Custom Duties etc, if any or additional will be paid/borne by THE SUPPLIER as per SRO/Notification.

Article V **PAYMENT**

- 5.1 90% payment will be made after the delivery of goods as per requirement.
- 5.2 The remaining 10% payment will be made after successful installation and configuration of supplied solution as per IBA standard.
- 5.3 The payment would be released via Sindh Govt ADB Project funds

Article VI
ANNUAL SUPPORT & MAINTENANCE TERMS

- 6.1 The Annual Agreement of Supply and Installation of Wireless Access Points shall include the following activities:
- 6.1.1 3 years maintenance support with parts, for all the equipment listed in BoQ.
 - 6.1.2 The Bidder will be required to undertake SLA of Supply and Installation of Wireless Access Points with support and maintenance and related components as follows:
 - 6.1.3 The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - 6.1.4 Back-to-back support for items mentioned in the BOQ from principal.

Article VII
FUTURE DEVELOPMENTS AND UPGRADES

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

Article VIII
DATA PROTECTION

- 8.1 In addition to and notwithstanding any other right or obligation arising under this Agreement THE SUPPLIER shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuse, and that only THE SUPPLIER personnel designated for the purpose of Services have access to the Data.
- 8.2 THE SUPPLIER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- 8.2.1 comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
 - 8.2.2 use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
 - 8.2.3 not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
 - 8.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and

8.2.5 take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of THE SUPPLIER (or of any of THE SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead THE SUPPLIER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

8.2.6 consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at THE SUPPLIER's cost) unless THE SUPPLIER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.

8.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.

8.3 THE SUPPLIER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom THE SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article IX

ADD-ON EQUIPMENT

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

Article X

THE SUPPLIER'S RESPONSIBILITIES

10.1 THE SUPPLIER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.

10.2 Parts will be replaced as per agreed terms of the contract.

10.3 Response time will be 4 hours via telephone, email or engineer visit.

10.4 Engineer's visit time will be 9:00am to 4:00pm during business hours.

10.5 Equipment pickup time will be 9:00am to 4:00pm.

Article XI

THE SUPPLIER'S OUT OF SCOPE RESPONSIBILITIES

11.1 Burnt / damaged parts replacement.

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

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

Article XII

SERVICES / OBLIGATIONS OF THE SUPPLIER

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

Article XIII
Operations & Maintenance (O&M) Support

13.1 The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><u>24 x 7 x 4</u></p> <p>THE SUPPLIER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SUPPLIER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SUPPLIER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&M, THE SUPPLIER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p>Support Levels Description:</p> <p>Level 1: THE SUPPLIER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: THE SUPPLIER engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p>Level 3: THE SUPPLIER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the</p>

	<p>problem. If required, THE SUPPLIER Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / THE SUPPLIER personnel.</p>
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Article XIV
Call Logging System

14.1 To lodge a complaint IBA can contact THE SUPPLIER's Support desk by phone or by email, once complaint is logged.

Email: **CORPS@SUPER.NET.PK**

Call at: **92-21-38711011** Ext. _____

Non-Working Hours / Holidays:

Name: **Syed Umair Uddin**

Number: **+92 336 2361853**

Email: **syed.umair@corporate.super.net.pk**

14.2 Reporting Service Call While reporting a service call a user/manager must provide following information to THE SUPPLIER's helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
- (b) Model and serial number of machines / devices.
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log "Ticket Number"

14.2.1 Based on its expertise and knowledge THE SUPPLIER has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.

14.2.2 Incase IBA informs THE SUPPLIER of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on THE SUPPLIER ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.

14.2.3 THE SUPPLIER support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

Hours of Coverage: THE SUPPLIER will provide maintenance and support for 24x7 Basis.

Response Time: Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	12 Hours
Severity Level 2 (S2)	24 Hours
Severity Level 3 (S3)	48 Hours

Severity Levels: THE SUPPLIER and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

SEVERITY LEVEL 1 (S1): A Problem that criticality impacts IBA's ability to do business. A significant number of users of the system and/or network are currently unable to perform their tasks as necessary. The system down or severely degraded. A system or major application is totally down. Examples: Network out of service, hardware or software breaks down etc.

SEVERITY LEVEL 2 (S2): A Problem that impacts IBA's ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

SEVERITY LEVEL 3 (S3): A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Example: Queries etc.

Article XV

ARBITRATION

15.1 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 hereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article XVI

TERMINATION

16.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 days' notice.

Article XVII

INDEMNITY

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

Article XVIII

NOTICE

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

Article XIX:

SEVERABILITY

19.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XX

INTEGRITY PACT

20.1 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).

- 20.2 Without limiting the generality of the forgoing the M/s. Supernet Limited 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.
- 20.3 M/s. Supernet Limited 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.
- 20.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Supernet Limited 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. Supernet Limited, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.



Article XXI
MISCELLANEOUS

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

21.2 The validity of the contract will be effective from the date of issue of the Purchase Order.

21.3 All terms and conditions of tender vide # IT/21/21-22 will be an integral part of this agreement.

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



Dr. Mohammad Asad Ilyas

Registrar

Former Chairperson Accounting & Law Department

Institute of Business Administration (IBA),
Karachi, Pakistan

IBA, Karachi

Dr. Muhammad Asad Ilyas

Registrar

CNIC # 42301-4497722-9

Address:

Institute of Business Administration

Main Campus, University Road, Karachi

M/s. Supernet Limited

Jamal Nasir Khan

Chief Executive Officer

CNIC # 42101-1836572-3

Address:

9th Floor, World Trader Center, 10

Khayaban-e-Roomi, Block 5, Clifton,
Karachi

WITNESS:



IBA, Karachi

Syed Fahad Jawed

Head of Procurement

CNIC # 42201-9125136-3

Address:

Institute of Business Administration

Main Campus, University Road, Karachi

2.

M/s. Supernet Limited

Hassan Jafri

VP – Sales & Business Development

CNIC # 42101-3171707-7

Address:

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Khayaban-e-Roomi, Block 5, Clifton,
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Focal Person IBA Mr. Wajeeh Zaidi