

0266-2207180000913154

GoS-KHI-EF4C559DDCD09509

**Non-Judicial****Rs 13,911/-**

Description	: Contract - 15(a)
Principal	: IBA Karachi [10000-0000000-0]
Contractor	: Syed Business Solutions [42201-0697208-1]
Applicant	: Syed Business Solution [42201-0697208-1]
Stamp Duty Paid by	: Syed Business Solutions [42201-0697208-1]
Issue Date	: 18-Jul-2022, 12:20:47 PM
Paid Through Challan	: 2022DF3DA9F670B1
Amount in Words	: Thirteen Thousand Nine Hundred and Eleven Rupees Only

Please Write Below This Line

**AGREEMENT****Provide, Supply, Install and Commission the UPS**THIS AGREEMENT is executed at KARACHI, on this day July 18<sup>th</sup>, 2022**BETWEEN**

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

**AND**

**M/s. Syed Business Solutions**, having its office on the **701, 7<sup>th</sup> Floor, Elegant Tower, Clifton, Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr Syed Abdul Mannan**, holding CNIC No. 42201-0697208-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide, Supply, Install and Commission the UPS vide tender # IT/26/21-22 up to the entire satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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





**E-STAMP**CONTINUATION SHEET  
Government of Sindh

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply, Install and Commission the UPS" vide tender # IT/26/21-22. "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

**RECITALS****WHEREAS:**

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) The M/s Syed Business Solutions has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the M/s. Syed Business Solutions, IBA has agreed to avail the Services from the M/s. Syed Business Solutions on the terms and conditions as set out in this Agreement.

**WITNESSETH**

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide, Supply, Install and Commission the UPS" vide tender # IT/26/21-22. "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

**Article I:****SCOPE OF SUPPLY & SERVICES**

- 1.1 THE SUPPLIER agrees to Provide, Supply, Install and Commission the UPS 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 the Head of ICT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Supply UPS.
- 1.3 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with a prior appointment.
- 1.4 "SERVICE PROVIDER" will be responsible for the smooth functioning of their delivered and installed UPS as per BOQ in Article III.
- 1.5 SERVICE PROVIDER must ensure that the equipment is fully operational and perform properly. The scope of the project is to provide three years comprehensive warranties of all UPS equipment and components of UPS (without batteries) requested in BOQ at SBD.
- 1.6 Manufacturing date not exceeding more than 6 months.
- 1.7 All logistic charges will be borne by "THE SUPPLIER".
- 1.8 Delivery time must be within 8 weeks from the date of the Purchase Order.
- 1.9 THE SUPPLIER hereby agrees to accept the variation, if occurred, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.10 The SUPPLIER shall be responsible to provide hardware support with parts.
- 1.11 Support from the Senior Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.12 24x7 on-site support with 2 hrs initial response time.
- 1.13 24x7 on-site support with 4 hrs turnaround time.
- 1.14 The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- 1.15 Bidder must provide backup in case of delay in delivery of the relevant model, as specified in BoQ.
- 1.16 The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.
- 1.17 Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggradation centre.



- 1.18 SERVICE PROVIDER will provide corrective maintenance, preventive maintenance, provisioning of extended warranties for UPS including all card DC circuit breaker and Communication cards (SNMP) etc.
- 1.19 SERVICE PROVIDER shall be responsible for parts replacement and installation, of all or any parts of the equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning, physical damage or theft.
- 1.20 SERVICE PROVIDER would also be responsible for the dismantling of batteries from existing UPS and installation of those batteries in delivered/required UPS.
- 1.21 SERVICE PROVIDER would respond to events on an urgent basis.
- 1.22 In terms of BIOS/firmware support, the Technology Partner will be monitoring the updates and will be responsible to inform the Client if any are available. The client will have the option to get the updates or continue working on the existing version.
- 1.23 SERVICE PROVIDER will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls.
- 1.24 SERVICE PROVIDER is responsible to provide a Backup unit (with the same or higher rating) in case of delay in part replacement.

**Article II:**  
**RESPONSIBILITIES OF THE PARTIES**

- 2.1 SERVICE PROVIDER shall be responsible for the following:
  - 2.1.1 Participating in IBA meetings if necessary.
  - 2.1.2 RM meetings / Conference calls for quarterly progress.
- 2.2 IBA SHALL be responsible for the following:
  - 2.2.1 Daily operations of all sites.
  - 2.2.2 Designating a person to whom all SERVICE PROVIDER communications may be addressed and who has the authority to act on all aspects of the services.
  - 2.2.3 Providing adequate access to SERVICE PROVIDER engineers to access the installed sites.
  - 2.2.4 Site environment monitoring will be the responsibility of IBA.
- 2.3 The SERVICE PROVIDER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 2.4 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 III**  
**SCOPE OF PROFESSIONAL SERVICES**

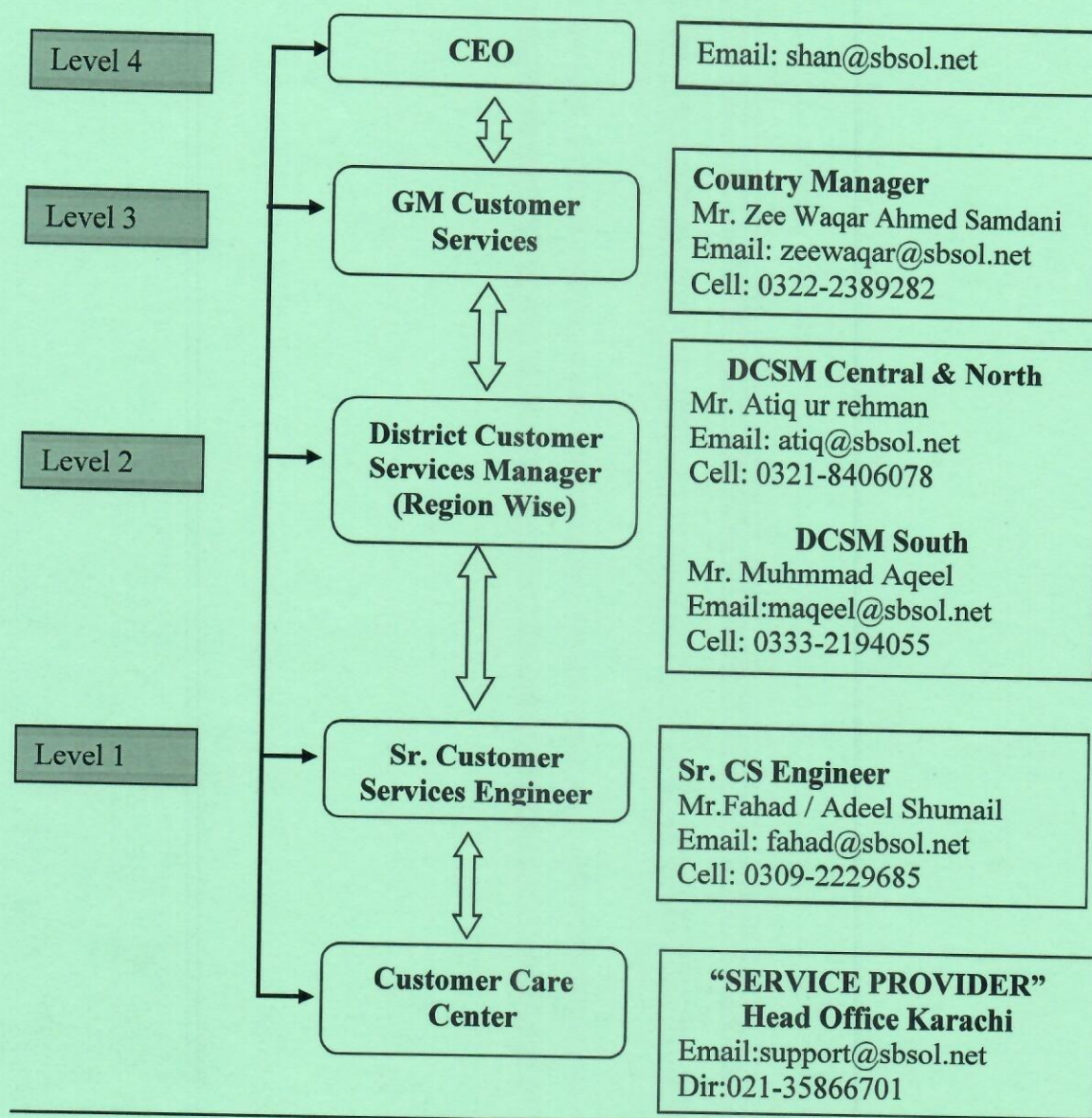
- 3.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the SERVICE PROVIDER shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure Data Protection that any / all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuses, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.
- 3.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
  - 3.2.1 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, IBA's or customers 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
  - 3.2.2 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
- 3.2.3 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 the SERVICE PROVIDER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - 3.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - 3.2.5 take all reasonable steps to ensure the reliability of the personnel who will have access to any Data and ensure that any employee of the SERVICE PROVIDER (or of any of the SERVICE PROVIDER 's sub-contractors) requiring access to any Data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the SERVICE PROVIDER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
  - 3.2.6 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 SERVICE PROVIDER's costs) unless the SERVICE PROVIDER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause; and
  - 3.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 3.3 The SERVICE PROVIDER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.



### 3.4 Customer Call Escalation Process



- 3.5 Scope: The scope of this procedure covers the activities of the Customer Care Center involved in the customer call escalation process for services provided by the S&AP customer services department under SLA or Warranty status
- 3.6 Definition: The Customer call is any query or problem in hardware/software services provided by the S&AP customer services department reported at the customer care centre or directly to engineers on their cell phone for UPS
- 3.6.1 Customer Call Escalation Process: Call escalation process will be submitted to customers with SLA or Sales proposal.
- 3.6.2 All customer calls will be logged as per the call logging process.
- 3.6.3 The call will be escalated to the Senior Customer Service Engineer, DCSM, CMCS, and CEO, from the customer care centre as per process or the customer can directly make contact if required.
- 3.6.4 Customer Relation Executive (CRE) will follow up on every level with all concerned till the call is closed.
- 3.7 Hours of Coverage: SERVICE PROVIDER will provide maintenance and support on a 24x7 basis.
- 3.8 Response Time: Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 hours



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

- a) Severity Level 1 (S1): A Problem that criticality impacts customers' 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 is down or severely degraded. A system or major application is down. Examples: Network out of service, hardware or software breaks down etc.
- b) Severity Level 2 (S2): A Problem that impacts a customer'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 customer from meeting daily production deliverables.
- c) Severity Level 3 (S3): A minor problem is one that negligibly impacts a customer's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

#### **Article IV**

##### **PAYMENT**

- 4.1 Payment will be made on or before 30 days after delivery with installation and submission of invoice.
- 4.2 This Agreement may be terminated by either Party by giving Sixty (60) Working Days prior written notice to the other Party. However, IBA may forthwith terminate this Agreement with/without assigning any reason(s) or/and upon breach by the "SERVICE PROVIDER" for failure to provide the Services without prejudice to any of its rights under this Agreement or any applicable laws.
- 4.3 In the event of any material breach by either Party of its obligations hereunder, the breaching Party shall have thirty (30) Working Days from receipt of notice from the non-breaching Party to rectify the breach after which time the Agreement shall stand terminated.
- 4.4 Upon termination, neither Party shall have any rights nor obligations to the other Party except as stated in this Agreement. However, all rights and obligations accruing prior to the date of termination shall continue to subsist.
- 4.5 In consideration of the covenants and agreements to be kept and performed by the "SERVICE PROVIDER" and for the faithful performance of this Agreement, IBA shall pay and the "SERVICE PROVIDER" shall receive and accept (as full and final compensation for the Services furnished by the "SERVICE PROVIDER" under this Agreement) the payments as per detail attached hereto.
- 4.6 Notwithstanding anything contained herein, all or any payment(s) to be made by IBA to the "SERVICE PROVIDER" shall be made after deducting any or all applicable taxes and levies which IBA under the law is liable/entitled to deduct from any such payments.
- 4.7 The payments to be made to the "SERVICE PROVIDER" in terms of this shall constitute the "SERVICE PROVIDER" 's only remuneration in connection with this Agreement and neither the "SERVICE PROVIDER" nor its personnel shall accept any trade commission, discount, allowance or indirect payment or other consideration in connection with or in relation to this Agreement or to the discharge of the Services hereunder.
- 4.8 Payments will be processed only upon receiving an invoice for the same from the "SERVICE PROVIDER". "SERVICE PROVIDER" will ensure that deductions (if any) are included in the invoice.
- 4.9 Tax charges are included in the above-mentioned amount and will be deducted accordingly.
- 4.10 The IBA will make payment within thirty (30) working days from the date of receipt of the invoice.

#### **Article V**

##### **REMUNERATION**

- 5.1 The cost offered by the SUPPLIER is Rs. 3,974,288/- (inclusive of all taxes) Provide, Supply, Install and Commission the UPS vide tender # IT/26/21-22 variation may occur. The cost is



inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S.No.	Description	Qty	UOM	Rate	Amount
1	<b>UPS (without batteries)</b> <b>Capacity: 60-KVA</b>	1	Each	1,892,756.00	1,892,756.00
	Input Phase: 3-Phase Acceptable Voltage Range: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: $\geq 0.99$ @ 100% Load				
	Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: $\pm 1\%$ Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, >150% 400 ms Harmonic Distortion: $\leq 1\%$ THD (Linear Load); 3% THD (Nonlinear) Parallel Capacity: 4				
	<b>Efficiency:</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%				
	Battery Voltage – Vdc: 384 - 540 Charging Current -A: 2-32				
	<b>Environment:</b> Operational Condition: 0-40C, 0-95%RH (no Condensing) Noise Level: < 65dB @ 1 Meter				
	<b>Management:</b> Monitoring Access: SNMP				
	<b>Warranty:</b> 03 Years Comprehensive Onsite Warranty				
2	<b>UPS (without batteries)</b> <b>Capacity: 40-KVA</b>	1	Each/ Pcs	1,315,916.00	1,315,916.00
	Input Phase: 3-Phase Acceptable Voltage Rang: 190-520 VAC (3 phase) @ 50% load; 305 478 VAC (3 phase) @ 100% load Frequency Range: 40-70 Hz Input Power Factor: $\geq 0.99$ @ 100% Load				
	Output Phase: 3 Phase Output Volt: 3x360/380/400/415 VAC Output Power Factor: 1 Ac Voltage regulation: $\pm 1\%$ Current Crest Ratio: 3:1 Frequency: 50/60Hz Transfer Time: Zero Overload AC Mode: 100~110% for 60 min, 110~125% for 10 min, 125~150% for 1 min, >150% 400ms Harmonic Distortion: $\leq 1\%$ THD (Linear Load); 3% THD (Nonlinear Load) Parallel Capacity: 4				
	<b>Efficiency</b> AC Mode: 96%, ECO Mode: 99% Battery Mode: 96%				
	Battery Voltage – Vdc: 384 - 540 Charging Current -A: 1-16				



	<b>Environment</b> Operational Condition: 0-40C. 0-95%RH (no Condensing) Noise Level: < 63dB @ 1 Meter				
	<b>Management</b> Monitoring Access: SNMP				
	<b>Warranty:</b> 03 Years Comprehensive Onsite Warranty				
3	<b>Service Charges of installation and commissioning, dismantling of Existing Circuit Breakers and Installation of New Circuit Breakers and other accessories</b>	1	Job	194,816.00	194,816.00
	MCCB Circuit Breakers 125Amp, TP, Terasaki				
	BCB Circuit Breakers 150 AMP, DC, TP 500 VDC, Terasaki				
	Electric Cables DC, Flexible Cable, 35 mm, 1 core (approx. 20-meter length total), Black, Fast Cables				
	Electric Cables DC, Flexible Cable, 50 mm, 1 core (approx. 35-meter length total), Black, Fast Cables				
	Metallic Lugs with Sleeves for 35 mm & 50 mm Cables				
	Battery Terminal Rubber Boots of 35 mm & 50 mm, Red & Black				
	BCB Box, 4 pole breaker, 15 x 15 inches				
	Channel Duct: 40 x 60 (approx. 20ft length total), Adamjee				
	PVC Power Terminal Covers Useful up to 50 mm Cable, Red & Black				
	Plastic Cable Ties: 12"				
	Flexible PVC Pipes, 2" dia (approx. 100ft length total)				
	PVC Electric Tape: 18mm/10Y, White				
<b>Total</b>				3,403,488.00	
<b>17% GST</b>				545,474.00	
<b>13% SST</b>				25,326.00	
<b>Grand Total</b>				3,974,288.00	

**Note:**

5.2 Health Check will be conducted before taking equipment under the agreement, all faulty identified will be on the customer.

5.3 All R&R will be done either by identical parts/units or equivalent capacity.

<b>Services required:</b>	
<b>Maintenance Plan:</b>	Comprehensive Maintenance
<b>Support Coverage:</b>	24 x 7 x 365 x 3
<b>Frequency of Service for PM:</b>	Quarterly performance during ENP normal business working hours Monday-Saturday; 09:00 AM ~ 06:00 PM
<b>Breakdown Service</b>	Inclusive and non-chargeable for free labour
<b>Parts &amp; Materials:</b>	Inclusive and Non-Chargeable to Customer
<b>Battery System</b>	Exclusive and Chargeable to Customer

5.4 Payment Terms: 100% of the total amount after complete supply of required items as per Bill of Quantity.

5.5 Liquidity damages a 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 UPS to IBA.

5.6 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SUPPLIER".

5.7 Comprehensive 3-year OEM replacement warranty.



- 5.8 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.
- 5.9 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 VI**  
**CONFIDENTIALLY**

- 6.1 All information concerning IBA which is provided to the "SERVICE PROVIDER" and vice versa in connection with this Agreement ("Confidential Information"), will be kept confidential by either Party, its affiliates, agents, advisors, directors, officers, or employees and, without the prior written consent of the other, each shall not:
- 6.1.1 distribute or disclose any of the Confidential Information in any manner;
  - 6.1.2 permit any third-party access to the Confidential Information; and
  - 6.1.3 use the Confidential Information for any purpose other than as agreed in writing by the Party providing the information.
- 6.2 In the event that the receiving Party received a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a government body, the receiving third party agrees to promptly notify the sending Party of the existence, terms and circumstances surrounding such a report so that the sending Party may seek an appropriate injunctive relief to safeguard the Confidential Information. If the receiving Party is compelled to disclose any of the Confidential Information, it will disclose only that portion thereof which it is compelled to disclose and shall use its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Confidential Information shall not include any information which:
- 6.2.1 has become generally available to the public through no fault or action of the receiving Party; or
  - 6.2.2 is in the possession of the receiving Party prior to the date hereof, provided that such information is not known by the receiving Party to be subject to another confidentiality agreement and further provided that such information was obtained independently and without the assistance of the sending Party; or
  - 6.2.3 is or becomes available to the receiving Party on a non-confidential basis from any third party, the disclosure of which to the receiving Party does not violate any contractual, legal or fiduciary obligation such third party has to the sending Party.
- 6.3 Without limiting the generality of the foregoing, neither Party will publicly disclose the terms of this Agreement without the prior written consent of the other. Furthermore, neither of the Parties will make any use of Confidential Information of the other Party except as contemplated by this Agreement; acquire any right in or assert any lien against the disclosing Party's Confidential Information except as contemplated by this Agreement; or refuse to promptly return, provide a copy of or destroy such Confidential Information upon the request of the disclosing Party, save for when destruction of such information would result in an impediment in the receiving Party's performance of this Agreement. In such an event, the receiving Party shall inform the disclosing Party in writing of its inability to do so, state clearly the reasons thereof and the time period in which the request will be complied with. The obligations of confidentiality herein shall remain in full force and effect during the life of this Agreement and two (2) consecutive years after termination thereof.

**Article VII**  
**LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 7.1 In the event of any breach by the "SERVICE PROVIDER" of its obligations, warranties and/or responsibilities under this Agreement, the "SERVICE PROVIDER" shall hold IBA, its subsidiaries, affiliates, officers, directors, employees and representatives harmless



and indemnified from and against any and all losses (including without limitation any personal injury or death of any person), damages, claims, costs, liability, payments and obligations and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by or sought to be imposed upon IBA or its subsidiaries, affiliates, officers, directors, employees and representatives.

- 7.2 The "SERVICE PROVIDER" shall maintain the highest professional code of conduct in its dealings. The "SERVICE PROVIDER", its partners, employees, contractual staff etc. shall be responsible for any loss, delay or inconvenience caused to IBA by an act, omission or negligence with respect to the Services and disclosure of Confidential Information or breach of any of the terms of this Agreement. This is without prejudice to any other rights available to IBA under this Agreement or any other applicable laws.

#### **Article VIII**

##### **FORCE MAJEURE**

- 8.1 Parties shall not be liable for any non-performance of any obligation under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including Acts of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of the local or national government (excluding any actions taken on account of breach of any legal obligation by the affected Party), or other competent authority, industrial disputes which are widespread, fire, lightning, explosion, flood, subsidence, electric shock and inclement weather ("Force Majeure").
- 8.2 Upon the happening of a Force Majeure event which continues for more than fourteen (14) Working Days, IBA may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure event.
- 8.3 In the event that the Services or any part thereof is suspended on account of any Force Majeure event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout such event, but IBA shall continue to pay in accordance with Clause 3 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension.

#### **Article IX**

##### **ARBITRATION**

- 9.1 The Parties shall endeavour to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with the Arbitration Act, 1940 and the Rules made there under.
- 9.2 Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English Language.

#### **Article X**

##### **GOVERNING LAW AND JURISDICTION**

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The courts of competent jurisdiction in Karachi, Pakistan are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

#### **Article XI**

##### **FUTURE DEVELOPMENTS AND UPGRADES**



- 11.1 THE SUPPLIER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 11.2 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 XII**

##### **NOTICE**

- 12.1 Any notice or other communication given or made or in connection with the matters contemplated by this Agreement shall be in writing.
- 12.2 Any such notice or other communication shall be addressed and shall be deemed to have been duly given or made as follows:
- 12.2.1 If sent by personal delivery or fax, upon receipt at the address or fax number of the relevant part;
- 12.2.2 If sent by first class post or courier, upon delivery to the addressee.
- 12.3 The relevant addressee and address of each Party for the purpose of this Agreement are:
- |  |  |
|--|--|
| M/s Syed Business Solutions                      | Address: Office #: 701, 7th Floor,<br>Elegant Tower, Block-5, Clifton, Karachi.<br>Tel no: 021-35866701<br>E-mail: mshakeel@sbsol.net                |
| Institute of Business Administration,<br>Karachi | Address: IBA Karachi<br>Main Campus, University Enclave,<br>University Road, Karachi.<br>Email:.....<br>Telephone: (9221) .....<br>Fax: (9221) ..... |
- 12.4 Either Party may notify the other Party to this Agreement of a change to its name relevant addressee or address provided that such notification shall only be effective on:
- 12.4.1 The date specified in the notifications i.e. the date on which the change is to take place; or
- 12.4.2 if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is given, the date falling five (5) Working Days after notice of any such changes has been given.
- 12.5 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

#### **Article XIII**

##### **AMENDMENTS**

- 13.1 Any term of this Agreement may be amended or waived with the prior written consent of both Parties.

#### **Article XIV**

##### **UNDERTAKINGS**

The "SERVICE PROVIDER" agrees and undertakes:

- 14.1 It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. The "SERVICE PROVIDER" shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services when completed or finished complies accurately with the terms of this Agreement;
- 14.2 It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, the "SERVICE PROVIDER" has a discretion exercisable as between IBA and any third party concerned, the "SERVICE PROVIDER" shall exercise its discretion fairly;
- 14.3 it shall in all professional matters act as a faithful adviser to IBA;
- 14.4 In addition to the Services, the "SERVICE PROVIDER" will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged. Where specialist technical advice or assistance is required, beyond that is anticipated under the scope of the Services, the "SERVICE PROVIDER" may with the



- prior written agreement of IBA, will arrange for the provision of such services at its own cost. However, the "SERVICE PROVIDER" shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- 14.5 It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. IBA shall not be responsible for monitoring the "SERVICE PROVIDER" 's compliance with any laws or regulations;
- 14.6 equipment and materials, if any, that shall be furnished to the "SERVICE PROVIDER" by IBA or purchased by the "SERVICE PROVIDER" with funds wholly supplied or reimbursed by IBA shall be the property of IBA and shall be so marked. Upon completion or termination of the Services, the "SERVICE PROVIDER" shall furnish to IBA inventories of the equipment and materials referred to above as it then remains and disposes of same as directed by IBA;
- 14.7 that the Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- 14.8 It will employ a such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by the "SERVICE PROVIDER", who shall as an employer be directly and solely responsible for all such employees and personnel and for the payment of their wages, salaries and other benefits;
- 14.9 It shall not publish descriptive articles, with or without illustrations, with respect to the Services either on its own account or in conjunction with any other party; and
- 14.10 The "SERVICE PROVIDER", its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

#### **Article XV**

##### **WARRANTIES AND REPRESENTATIONS**

- 15.1 Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- 15.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or any arrangement whereby it has not paid any collateral amounts to the other Party of any of its officer with regard to the award of contract hereunder or its performance.

#### **Article XVI**

##### **SEVERABILITY**

- 16.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

16.2

#### **Article XVII**

##### **INTEGRITY PACT**

- 17.1 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).
- 17.2 Without limiting the generality of the forgoing the M/s. Syed Business Solutions 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.

- 17.3 M/s. Syed Business Solutions 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.
- 17.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Syed Business Solutions 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. Syed Business Solutions, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

#### **Article XVIII**

##### **INTELLECTUAL PROPERTY**

- 18.1 The "SERVICE PROVIDER" agrees it shall not use any of IBA's names, logos, trademarks etc. without the express written consent of IBA. All rights in any software/database prepared by the "SERVICE PROVIDER" under this Agreement will vest in IBA.
- 18.2 Notwithstanding any provision in this Agreement, the "SERVICE PROVIDER" shall indemnify IBA and keep IBA fully and effectively indemnified on demand (and shall pay such sums to IBA as would indemnify and keep IBA indemnified) against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by IBA arising directly or indirectly out of or in connection with materials (including hardware, software, developments and deliverables) provided by the "SERVICE PROVIDER" to IBA pursuant to this Agreement containing material in respect of which any intellectual property rights or proprietary rights belong to any third party or any claim that the possession or use by IBA of the software, the software documentation and any other specification, information, goods, service or material produced or supplied by the "SERVICE PROVIDER" under or pursuant to this Agreement infringes at any time the intellectual property rights of any third party whosoever and howsoever arising ("Intellectual Property Infringement").
- 18.3 IBA shall in its discretion give the "SERVICE PROVIDER" conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and shall not (unless IBA takes back the conduct of the defence, which it shall be permitted to do if it does not believe the "SERVICE PROVIDER" is conducting the same competently) at any time admit liability or otherwise attempt to settle the said claim or action subject to the "SERVICE PROVIDER" providing to IBA's reasonable satisfaction security for any costs or liabilities IBA may incur by reason of the "SERVICE PROVIDER" 's conduct of such defence.
- 18.4 In the event of any Intellectual Property Infringement the "SERVICE PROVIDER" shall at IBA's option procure for IBA the right to continue its use of such infringing items free of charge on the terms of this Agreement or forthwith make without charge to IBA such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to IBA to make them non-infringing.

#### **Article XIX**

##### **COMPLIANCE WITH LAWS**

- 19.1 The "SERVICE PROVIDER" shall comply with all applicable laws, ordinances, regulations, and codes concerning the "SERVICE PROVIDER" 's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.



**Article XX**

**RIGHTS TO AUDIT AND INSPECTION**

- 20.1 The "SERVICE PROVIDER" agrees, upon reasonable notice, to allow IBA, its auditors and/or regulators to inspect, examine and audit any operational and business records of the "SERVICE PROVIDER" which are directly relevant to the Services as set forth in this Agreement.

**Article XXI**

**UNAUTHORIZED SOLICITATION OF EMPLOYEES**

- 21.1 During the term of this Agreement, neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full-time employee of such Party or engaged by the third-party contractor providing services to such Party.

**Article XXII**

**NON-AGENCY**

- 22.1 In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

**Article XXIII**

**ASSIGNMENT AND SUB-LETTING**

- 23.1 This Agreement is personal in nature and cannot be assigned by the "SERVICE PROVIDER" without prior written permission of IBA. IBA however, shall have the right to assign this Agreement to any third party without the consent of the "SERVICE PROVIDER".
- 23.2 The "SERVICE PROVIDER" shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of IBA.

**Article XXIV**

**TIME OF ESSENCE**

- 24.1 The "SERVICE PROVIDER" understands that time is of essence of this Agreement, and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to IBA, immediately commencing from the date of signing of this Agreement.

**Article XXV**

**WAIVER**

- 25.1 No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

**Article XXVI**

**TERMINATION**

- 26.1 "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 XXVIII**


**MISCELLANEOUS**

- 27.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 27.2 The validity of the contract will be effective from the date of issue of the Purchase Order and shall remain in full force for 3 (three) years unless terminated earlier by either Party.



27.3 All terms and conditions of tender vide # IT/26/21-22 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 mentioned above.

  
**Dr. Muhammad 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

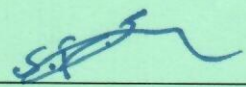


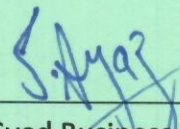
M/s. Syed Business Solutions  
MR. Syed Abdul Mannan  
Chief Executive Officer  
CNIC # 42201-0697208-1

Address:  
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Main Campus, University Road, Karachi

Address:  
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Karachi

**WITNESS:**

1.   
IBA, Karachi  
Syed Fahad Jawed  
Head of Procurement  
CNIC # 42201-9125136-3

2.   
M/s. Syed Business Solutions  
Syed Ayaz Uddin  
Director  
CNIC # 42201-8169117-5

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Focal Person IBA Mr. Mansoor Ali