



STAMP OFFICE CITY COURT, KARACHI

Issued to Zohid Mehmood KhanCNIC/CC No. 4494Vide D.T. No. 2 Dt. 26-11-21On behalf of Challan No. 52 Dt. 26-11-21for the purpose of, 90Entry No. 2 Dt. 26-11-21

26 NOV 2021

Rs. Five Thousand Only

26 NOV 2021

**AGREEMENT****Provision of Internet Bandwidth Service**

This AGREEMENT is executed at Karachi, on this day December 16, 2021.

**BY AND 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**

Linkdotnet Telecom Limited, a company incorporated and existing under the laws of Pakistan, has its Regional Office at # Jazz Digital House, 11th & 12th Floor, Sky Tower B, Dolmen City, Clifton, Karachi and Head Office at DHQ-1, 1-A, Kohistan Road, F-8 Markaz, Islamabad, hereinafter referred to as "**THE SERVICE PROVIDER**" (which expression shall wherever the context so permits be deemed to include its successors-in-interest and permitted assigns), through its Regional Head B2G South Mr. Mohsin Kamal, holding CNIC No. 61101-1920409-1 of the second part.

**WHEREAS** "IBA Karachi" intends to obtain Provision of Internet Bandwidth Service vide tender # IT/01/21-22 for the Provision of Internet Bandwidth Service (IBA Karachi requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA Karachi" as "Provision of Internet Bandwidth" and "THE SERVICE PROVIDER" have offered to render all kind of Provision of Internet Bandwidth Service (including but not limited to the "Provision of Internet Bandwidth Service" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA Karachi" having accepted the offer in a finished form complete in all respect.







SAJAD ULLAH STAMP VENDOR

Shop No.02, Syed Village Malir Karachi

Lic. No. 157

S.NO.

DATE

24 NOV 2021

(RUPEES TWO THOUSAND ONLY)

14515

SYED WAJAHAT ALI  
ADVOCATE

ISSUED TO WITH ADDRESS .....  
 THROUGH WITH ADDRESS .....  
 PURPOSE .....  
 VALUE RS .....  
 STAMP VENDOR'S SIGNATURE .....  
 For Use: Proc. With & Divorce .....  
 For Use: Proc. With & Divorce .....  
 For Use: Proc. With & Divorce .....

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

#### WITNESSETH

"IBA Karachi" hereby offer to appoint Linkdotnet Telecom Limited as their official Service Provider for the specific purpose of "Provision of Internet Bandwidth Service" discussions in respect of the same with "IBA Karachi" before the determination of Provision of Internet Bandwidth Service to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA Karachi" for Provision of Internet Bandwidth Service. "THE SERVICE PROVIDER" hereby agrees to the offer of the "IBA Karachi" in acceptance of the terms & conditions herein below forth.

#### ARTICLE I

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

- 1.1 "THE SERVICE PROVIDER" agrees to provide of Provision of Internet Bandwidth Service to "IBA Karachi" City Campus is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" will coordinate their work with the Head of ICT, of the "IBA Karachi" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Provider of Backup Internet Bandwidth.
- 1.3 "THE SERVICE PROVIDER" will visit the Procurement Department located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.5 The measurement of availability of services shall become effective when the last link is deployed by THE SERVICE PROVIDER for the IBA Karachi and project implementation signed-off, hereinafter to be referred to as the commencement date for SLA.







**ANIL AKHTAR STAMP VENDOR**  
 Lic # 05, Shop # 04, New Ruby Centre,  
 Talpur Road, Boultan  
 Market, Karachi S.No .....  
 Issue to with Address MR MUHAMMAD YAKOOB Date .....  
 Through with Address MR Advocate L.No. 1469  
 Purpose .....  
 Value Rs. .... Attached .....  
 Stamp Vendor's Signature .....  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
 Vendor Not Responsible for Fake Document

90736

24 NOV 2021

RUPEES ONE HUNDRED ONLY

- 1.6 SLA measurement shall be conducted once each quarter to assess the performance of service and to decide the penalties for failure to conform to the SLA.
- 1.7 In the interim period, i.e. from the date of deployment of the first link until the deployment of the last link, THE SERVICE PROVIDER shall perform Bandwidth Availability and Network Availability measurement for the IBA Karachi.
- 1.8 After the commencement date of SLA, in the event that THE SERVICE PROVIDER fails to conform to the SLA in a specific month, IBA Karachi shall grant THE SERVICE PROVIDER a grace period of 14 days to improve the services to a level such that services conform to the SLA.
- 1.9 If THE SERVICE PROVIDER fails to conform to the SLA after 14 days of the Grace Period given by IBA Karachi, then THE SERVICE PROVIDER shall be liable for penalties, as defined below, for the number of days of non-conformant to the SLA from the last day of grace period up to the date that services are conformant to the SLA.
- 1.10 To ensure all Availability services are in conformance to the SLA, IBA Karachi shall ensure that all customer equipment and software is operational and in good working condition.
- 1.11 Any impact of THE SERVICE PROVIDER services caused due to the reason stated below shall be beyond the scope of this SLA:
  - a) Customer equipment/software faulty.
  - b) Actions undertaken by customer personnel in contravention to recommendations by THE SERVICE PROVIDER.
  - c) Failure on part of IBA Karachi to allow THE SERVICE PROVIDER personnel access to IBA Karachi Site or Equipment or Services area required to render by THE SERVICE PROVIDER.
  - d) Reason of Force Majeure.

Providing Internet Bandwidth vide tender # IT/01/21-22





### **1.12 Scope**

- 1.12.1 This agreement shall be Operational Support Services (OSS) to be provided to IBA Karachi by THE SERVICE PROVIDER.
- 1.12.2 THE SERVICE PROVIDER Shall provide OSS inclusive of
  - 1.12.2.1 Incident reporting and ticket service available 24x7x365
  - 1.12.2.2 Helpdesk support service available 24x7x365
  - 1.12.2.3 On-call and on-site support services available as per agreed term
  - 1.12.3.1 Internet Services
  - 1.12.3.2 Connectivity between IBA Karachi edge device and THE SERVICE PROVIDER's upstream service provider for accessing the internet

### **1.13 Incident definition**

- 1.13.1 IBA Karachi encountering a problem that causes the network to fail from delivering services including
  - 1.13.1.1 Lower Bandwidth than the designated bandwidth for the specific customer site
  - 1.13.1.2 Bit errors or non-availability of connectivity
  - 1.13.1.3 The incident would commence when the incident is locked/reported at THE SERVICE PROVIDER
- 1.13.2 Other incidents classified as follows shall not be considered in this Operation and support agreement
  - 1.13.2.1 Testing Request: Any testing request about THE SERVICE PROVIDER services by IBA Karachi in order to verify parameters of IBA Karachi end network
  - 1.13.2.2 Request for support: any additional request for support (e.g. configuration changes) that are not covered under this operation and support
  - 1.13.2.3 Service up-gradation and/or down gradation

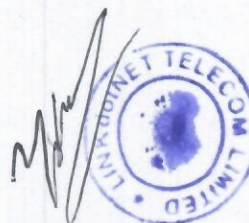
## **ARTICLE II** **SCOPE OF PROFESSIONAL SERVICES**

- 2.1 "THE SERVICE PROVIDER" would provide 300Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license.
- 2.2 "THE SERVICE PROVIDER" would provide a public pool of three different subnets to the Institute of Business Administration with the listed numbers.
  - a) A separate point to point pool of Three addresses for the Internet Gateway address and at the ISP termination device.
  - b) Subnet mask of /27 for public IP addresses.
  - c) Subnet mask of /29 for public IP addresses.
  - d) Subnet mask of /29 for public IP addresses.
- 2.3 "THE SERVICE PROVIDER" would provide a link that must have redundant Infrastructure (Transmission, Power Supply, Network, etc.)
- 2.4 "THE SERVICE PROVIDER" would provide a link that must have Multiple Fiber connectivity from Cable Landing Station to National Wide POPs
- 2.5 "THE SERVICE PROVIDER" would provide a centralized trouble ticketing tool for call logging, and link monitoring purposes.





- 2.6 "THE SERVICE PROVIDER" will be responsible for laying of Fiber and acquiring all permissions from authorized Regulatory Body where required, supporting documents would be provided by IBA Karachi.
- 2.7 "THE SERVICE PROVIDER" will perform all civil work e.g. installation, excavating, digging (soft & hard), curing, tunnelling, configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi Karachi till the server room.
- 2.8 "THE SERVICE PROVIDER" will provide the equipment/ hardware that shall be brand new and complete in all respects. The devices/ equipment delivered by the "THE SERVICE PROVIDER" must be compatible with the existing network connectivity
- 2.9 "THE SERVICE PROVIDER" shall provide an alternate of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same model/advanced model of the same capacity/higher capacity not less than the capacity of unit supply in any case.
- 2.10 "THE SERVICE PROVIDER" must properly be tagged/numbered the cabling that is associated with the acquired link in the server room and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices is also the liability of "THE SERVICE PROVIDER".
- 2.11 "THE SERVICE PROVIDER" must provide an online usage report through the web portal. "THE SERVICE PROVIDER" must provide a usage report i.e. MRT Graph that can be accessed directly by IBA Karachi.
- 2.12 "THE SERVICE PROVIDER" will fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of Karachi University / IBA Karachi in order to avoid any damage to the cable.
- 2.13 "THE SERVICE PROVIDER" provided link must have the scalability/flexibility to add any additional bandwidth in future.
- 2.14 "THE SERVICE PROVIDER" must ensure that in the event of failure of the primary link the secondary link should remain active. The primary link and secondary link should not fail simultaneously.
- 2.15 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA Karachi" as & when required.
- 2.16 "THE SERVICE PROVIDER" must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.17 Payment would be made at the end of each month. Invoice/bill should be submitted to Procurement Department.
- 2.18 "THE SERVICE PROVIDER" will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & collection of information, the firm will submit a report including the Fiber layout plan, resources deployment, tasks detail with a timeline to complete the project.
- 2.19 Total 300Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required from competent authorities





2.20 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunnelling configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi Karachi will be the responsibility of the Service Provider.

## 2.21 Services

### 2.21.1 Incident Reporting and Ticketing

- 2.21.1.1 IBA Karachi shall record the incident at THE SERVICE PROVIDER with the designated Shift Engineer, only if initial troubleshooting steps (defined in Clause No.3) could not resolve the problem locally.
- 2.21.1.2 The contact number for IBA Karachi to call THE SERVICE PROVIDER shall be **021-111-600-300/0304-111-6003** or through an email sent to **cs@jazz.com.pk**
- 2.21.1.3 THE SERVICE PROVIDER Shift Engineer shall perform initial troubleshooting and shall issue a Trouble Ticket (TT) for the incident reported by IBA Karachi
- 2.21.1.4 The issued TTN shall be the reference number for all IBA Karachi calls and correspondence with THE SERVICE PROVIDER, regarding that specific incident

### 2.21.2 Enterprise NOC Support

- 2.21.2.1 THE SERVICE PROVIDER Shift Engineer shall attempt to resolve the problem identified by IBA Karachi during the Incident Reporting Call (IRC)
- 2.21.2.2 In the event the incident is not resolved during the IRC, THE SERVICE PROVIDER Shift Engineer shall engage respective back end subject matter expert teams to resolve the issue remotely and shall forward the TT to the designated THE SERVICE PROVIDER field engineering support team with respect to the type of problem
- 2.21.2.3 In case the problem requires Field Engineering Support, the designated THE SERVICE PROVIDER FE shall subsequently contact IBA Karachi with the reference TT. THE SERVICE PROVIDER FE shall attempt to resolve the problem identified by IBA Karachi during the Incident Reporting Call (IRC)

### 2.21.3 On-Site Support

- 2.21.3.1 In the event that FE is unable to resolve the reported ticket remotely then the designated THE SERVICE PROVIDER FE shall visit the designated IBA Karachi site
- 2.21.3.2 On-site support call shall be provided by THE SERVICE PROVIDER as follow:
- 2.21.3.3 Within 06 hours; in cities where THE SERVICE PROVIDER has permanently stationed FE(s)
- 2.21.3.4 Within 24 hours; where a THE SERVICE PROVIDER FE is not permanently stationed and IBA Karachi site is reachable by Air, with a minimum of 2 flights a day between IBA Karachi site and the nearest THE SERVICE PROVIDER office
- 2.21.3.5 Within 48 hours: Where a THE SERVICE PROVIDER FE is not permanently stationed and IBA Karachi site is reachable by road and/or by rail from the nearest THE SERVICE PROVIDER office
- 2.21.3.6 In the event that an IRC remains unresolved beyond 72 hours, IBA Karachi shall have the privilege to escalation the IRC to the higher level at THE SERVICE PROVIDER as defined in Escalation Matrix



### **ARTICLE III**

### **WARRANTY**

- 3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible with the existing network connectivity.
- 3.2 Design of the network should have the scalability/flexibility to add any additional bandwidth in future.

### **ARTICLE IV**

### **DELIVERY TIMELINES**

- 4.1 Subject link with required Bandwidth Capacity will be handed over to the Institute of Business Administration Karachi within 06-08 weeks after the date of signing of this agreement. Institute of Business Administration team will extend support in arranging permissions from Karachi University.

#### **4.2 Initial Troubleshooting Steps**

THE SERVICE PROVIDER is striving to enhance and maintain the quality of service. One of our primary goals is to minimize downtime and turnaround time. Below mentioned are some of the areas where our valued enterprise customers can assist and add value to avoid unnecessary outages as well as reduce downtime:

- 4.2.1 On observing link connectivity alarms/failure, the following steps may resolve the problem:

- a. Power Status at branch side
- b. Power cord along with the power supply status of the end device
- c. All cords are firmly plugged in the correct ports
- d. LED status of the CPE (Customer premises equipment)
- e. Power - Hot Rebooting CPE if resolves the issue

- 4.2.2 In case of issues where the physical status of the device is found UP but Customer connectivity is found down, the following steps may resolve the problem locally:

- a. Port status of corresponding switch/router
- b. Ethernet cable re-plugging at switch side
- c. Port settings are manually set to:
  - i. Negotiate = No Negotiate
  - ii. Speed = 100 Mbps (depending on interface)
  - iii. Duplex = Full

- 4.2.3 In order to narrow down the issue, it is important that the correct nature of the issue is described at the time of launching the complaint. In case of internet connectivity is down but physically link (end device) is UP, then it may be accordingly mentioned. Preferably in such cases, below stats/traces of client-side switch/router will be of great help:

- a. Point to Point Ping result (\_\_\_\_\_).
- b. Show Interface and Show Logs stats to check below important fields:
  - i. CRC (Cyclic Redundancy Check) errors on an interface
  - ii. Physical status of Interface
  - iii. Verify if any specific routing protocol is affecting traffic etc
- c. Traceroute logs.

#### **4.3 Service Duration**

This Agreement shall commence and be effective from the issuance of the work order by IBA Karachi for a term of one year.



THE SERVICE PROVIDER shall provide the maintenance support services for the link installed at sites Institute of Business Administration, Main Campus, Karachi University, Karachi, Pakistan

#### 4.4 **CUSTOMER SERVICE CENTRE Service Desk**

THE SERVICE PROVIDER has a best in class, tried and tested service desk facility. IBA Karachi shall use the same service desk structure for receiving operation and maintenance support for the required network

Service desk will be the first point of contact for IBA Karachi in case of any problem occurs in the network:

Phone Number: **021-111-600-333/0304-111-6003**

Email ID: **cs@jazz.com.pk**

#### 4.5 **How to open Trouble Ticket**

4.5.3 If issue is not resolved by the above troubleshooting steps (defined in clause No. 3) then, IBA Karachi shall contact THE SERVICE PROVIDER by dialing +92-301-8232931 or email at nazir.effendi@jazz.com.pk and copying [cs@jazz.com.pk](mailto:cs@jazz.com.pk) & mohammad.jafri@jazz.com.pk

4.5.4 On filing/logging the complaint, THE SERVICE PROVIDER will issue TT to IBA Karachi.

4.5.5 IBA Karachi must save the number for future correspondence with reference to this particular issue.

4.5.6 The nature of the issue along with the below information must be shared by IBA Karachi for locking/registering the complaint.

Branch Code	Service Address	Last Mile Media	VLAN/IP	POC Available at Site along with Voice Contact	POC Available in Head Office / NOC along with voice contact
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#### 4.6 **Hours of coverage**

THE SERVICE PROVIDER service engineers shall be available on call 24x7x365

#### 4.7 **THE SERVICE PROVIDER Engineers Permanently stationed**

To provide On-site support services, THE SERVICE PROVIDER Field Engineers (FEs) are permanently stationed in the cities of:

- Karachi

#### 4.8 **Escalation Procedure**

CUSTOMER SERVICE CENTRE initial response which includes performing initial troubleshooting and generation of trouble ticket will be done as per following:

- For aggregation/ Critical site (Severity – 1) 15 minutes
- Non-aggregation site (severity -2) 30 minutes

#### 4.9 **Service/ Network Availability**

Each designated customer site is being allocated a specific bandwidth and connectivity link for network operations. These include last mile(s), Aggregation Point(s), and backbone network

#### 4.10 **Bandwidth Availability**

THE SERVICE PROVIDER shall render bandwidth availability of 99.5% for each designated customer site.

#### 4.11 **Network Availability**

THE SERVICE PROVIDER shall render network availability of 99.5% for each designated customer site



**ARTICLE V**  
**PENALTIES COVERED UNDER THIS AGREEMENT**

5.1 The Penalties covered under this Provision of Network Availability is classified herewith. In the event of failure to render services in conformance to the Agreement.

5.2 Failure to conform the Network Availability

5.3 The Maximum limit of penalties under this SLA's Network availability are classified as under:

\* Maximum LDs shall be 5% of MRC/QRC

Network Availability (% of 2160 hours)	Deduction from Quarterly Recurring Service Charge
100% - 99.50%	No Deduction
99.49% -97.00	1% Deduction
96.99% - 95.00 %	2% Deduction
94.99% - 93.99 %	3% Deduction
92.99% - 92.00%	4% Deduction
Less than 92.00%	5% Deduction

5.4 The penalties shall be deducted once in a quarter in a calendar year.

**ARTICLE VI**  
**REMUNERATION**

6.1 The cost offered by the SERVICE PROVIDER is Rs. 2,022,228.00 per year, inclusive of 19.5% SST & 10% AIT (if applicable) for Provision of Internet Bandwidth Service vide tender # IT/01/21-22 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Particulars	Qty	Description
Bandwidth	300 Mbps	Total 300Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required and provide at least 4 whitelisted Public IPs for Proxy and email relay services. at IBA Data Centre, City Campus, Kiyani Shaheed Road, Karachi
IP Pool: Internet Service Provider must provide a public pool of three different subnets to the Institute of Business Administration with the listed numbers	36 IPs	a) A separate point to point pool of three addresses for Internet gateway address and at the ISP termination device
		b) Subnet mask of /27 for public IP addresses
		c) Subnet mask of /29 for public IP addresses
		d) Subnet mask of /29 for public IP addresses
Service Level Agreement Should Includes		a) CIR (Committed Information Rate) Internet Over Fiber Optic Cable
		b) Minimum SLA level uptime should be 99.5%
		c) Service Provider Should be a Major Bandwidth Distributor (having own Fiber Optic Cable)
Last Mile Medias		Optical Fiber Cable / Media Convertor
		<b>Amount</b>
		<b>Rs. 1,538,401.00</b>
		<b>19.5% SST</b>
		<b>Rs. 299,988.00</b>
		<b>10% AIT (if applicable)</b>
		<b>Rs. 183,839.00</b>
		<b>Total Amount</b>
		<b>Rs. 2,022,228.00</b>

6.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work 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 SERVICE PROVIDER" have to deliver the required number of Provider of Backup Internet Bandwidth to IBA Karachi.



- 6.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".
- 6.4 Stamp Duty @ 0.35% of the cost of transaction / work order will be deposited in Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 6.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.
- 6.6 Payment would be made at the end of each month. Invoice / bill should be submitted to Procurement Department.

**ARTICLE VII**  
**ARBITRATION**

- 7.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA Karachi 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 VIII**  
**TERMINATION**

- 8.1 In case of non-payment of the Service Charges and/or any other amount/charges payable by IBA Karachi, within sixty (60) days of the Due Date under this Agreement, the Service Provider shall inter alia have the right to suspend/terminate the services and/or the Agreement with immediate effect without providing any prior notice to IBA Karachi.
- 8.2 In case IBA Karachi commits any breach of the terms and conditions contained in this Agreement, the Service Provider shall have the right to terminate/suspend this Agreement by providing fifteen (15) days prior notice to IBA Karachi. However, if the breach is remedied by IBA Karachi to the satisfaction of Service Provider, within the above said period the Agreement shall not be terminated/suspended by the Service Provider.
- 8.3 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 8.4 Upon termination of this Agreement in accordance with the terms hereof, IBA Karachi shall immediately pay to the Service Provider all amounts due to Service Provider. The termination of this Agreement for any reason shall extinguish all of THE SERVICE PROVIDER's obligations under this Agreement, but shall not relieve either Party of any obligation that may have arisen prior to such termination.
- 8.5 In the event of early termination of this Agreement, the Agreement shall forthwith become wholly void and of no further force and effect; and IBA Karachi will remain liable to the Service Provider for any breach of this Agreement existing at the time of such termination, and Service Provider, may seek such remedies against the other with respect to any such breach as are provided in this Agreement. In the case of termination by IBA Karachi, it will be liable to the Service Provider for the sum of any unpaid fees and dues existing at the time of termination and which were due to the Service Provider under the terms and conditions of this Agreement.



- 8.6 The Service Provider shall have the right to suspend/terminate the Agreement and/or the services in its sole option if:
- a. The Service Provider believes or reasonably suspects that the amounts due from IBA Karachi to the Service Provider cannot be paid.
  - b. The Service Provider reasonably believes that the operation of the network and/or the services is in jeopardy.
  - c. The operation of the network and /or the services is discontinued, suspended or terminated for any reason, whether temporarily or otherwise.
  - d. There is misuse of the services by IBA Karachi.

**ARTICLE IX**  
**INDEMNITY**

- 9.1 Each party shall indemnify and hold harmless the other party fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by either party, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying party.

**ARTICLE X**  
**NOTICE**

- 10.1 Any notice and other communications given in connection with this Agreement shall be sufficient if it is in writing and if sent by courier or registered mail at the address set forth below. All communications shall be deemed received upon actual delivery or completed facsimile addressed to the other Party as follows:

**The Service Provider**

Jazz Digital House, 11th & 12th Floor,  
Sky Tower B, Dolmen City,  
Clifton, Karachi

Mobile: 0301-8239704  
Attn: Naqi Jafri

**IBA Karachi**

Main Campus, University Road  
Karachi

Postal Code: 75270  
UAN: 111 422-422  
Fax: 92-21-99261530  
Attn: Head of Procurement

**ARTICLE XI**  
**SEVERABILITY**

- 11.1 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 XII**  
**RENEWAL**

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

**ARTICLE XIII**  
**INTEGRITY PACT**

- 13.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA Karachi or any administrative or financial offices thereof or any other department under the control of the IBA Karachi through any corrupt practice(s).
- 13.2 Without limiting the generality of the forgoing the Service Provider , 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 Karachi 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 Karachi, except that which has been expressly declared pursuant hereto.

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

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

#### **ARTICLE XIV** **ESCALATION MATRIX**

14.1 In case proper updates are not given by CUSTOMER SERVICE CENTRE or KPI for restoration of services is lapsed / delayed, issue may be escalated to next levels as per below guideline:

Immediate			
Name	Designation	Contact#	Email Address
Support Centre (24x7)	Support Engineer	111-600-333	cs@jazz.com.pk
After 2 Hours			
Name	Designation	Contact#	Email Address
Muhammad Irfan	Supervisor	0301-2090035	muhammad.irfan3@jazz.com.pk
After 4 Hours			
Name	Designation	Contact#	Email Address
Nazir Hassan Aly	Assistant Manager	0301-8232931	nazir.effendi@jazz.com.pk
After 6 Hours			
Name	Designation	Contact#	Email Address
Tausif Hussain	Manager	0300-2037434	tausif.hussain@jazz.com.pk
After 8 Hours			
Name	Designation	Contact#	Email Address
Asif Aslam	HOD Technical support	0300-4022235	asif.aslam@jazz.com.pk

#### **ARTICLE XV** **LIMITATION OF LIABILITY**

15.1 Service Provider's obligations under this Agreement or otherwise shall not exceed a sum of 5% of Annual Recurring Charges ("ARC") under this Agreement with the approval of the IBA Karachi.





**ARTICLE XVI**  
**CONFIDENTIALITY**

- 16.1 Each Party agrees that except as provided herein it will not disclose (directly or indirectly) the contents of this Agreement or of any document referred to in this Agreement, or any information of a confidential nature exchanged between the Parties in connection with this Agreement (including any extension or amendment thereto), to any other person whatsoever, other than as may be required for the enforcement of the provisions of this Agreement or with the consent of the other Party.

**ARTICLE XVII**  
**FORCE MAJEURE**

- 17.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or act of God.
- 17.2 IBA Karachi recognizes that the services may be adversely affected by natural or atmospheric conditions, natural phenomenon and other causes of interference including without limitation, solar radiation, and may fail or require maintenance without notice. The Service Provider shall not be liable for any disruption, interruption, suspension or termination of the services caused due to the foregoing except to the extent herein provided. In any case the Service Provider would require to provide genuine proof with authenticity.
- 17.3 The Service Provider shall not be liable for any interruption, suspension or termination of any services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice. In case an event of Force Majeure exists for more than thirty (30) days, Service Provider shall be entitled to terminate this agreement with mutual consent.

**ARTICLE XVIII**  
**MISCELLANEOUS**

- 18.1 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.
- 18.2 IBA Karachi acknowledges that the ownership of and all rights in the trademarks, copyrights, design rights, patent rights or other intellectual property rights as well as all intellectual property registered by the Service Provider or equipment manufacturers or its affiliated companies shall reside and remain exclusively in Service Provider.
- 18.3 This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by the laws of Islamic Republic of Pakistan.
- 18.4 This Agreement along with its Annexes constitutes the entire agreement between the Parties and supersedes all previous understandings, commitments, representations, negotiations or communications.
- 18.5 Any provision of this Agreement may be amended or supplemented only if the Parties so agree in writing.







18.6 The provisions of this Agreement are for the benefit of only IBA Karachi and THE SERVICE PROVIDER and no third party may seek to enforce or benefit from the provisions of this Agreement.

18.7 Each individual signing this Agreement warrants and represents that he has the full power and authority and is duly authorised and empowered to execute this Agreement on behalf of the Party for which he signs.


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

 <b>Dr. Muhammad Asad Ilyas</b> Registrar Former Chairperson Accounting & Law Department Institute of Business Administration (IBA), Karachi, Pakistan	 <b>M/s. Linkdotnet Telecom Limited</b>
IBA, Karachi	
Name: Dr. Muhammad Asad Ilyas	Name: Mohsin Kamal
CNIC # _____	CNIC # 61101-1920409-1

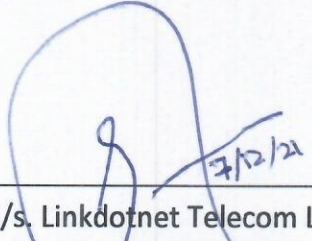
Address:  
Registrar  
Institute of Business Administration  
Main Campus, University Road, Karachi

Address:  
Jazz Digital House, 11th & 12th Floor, Sky  
Tower B, Dolmen City, Clifton  
Karachi

**WITNESS:**

1.   
IBA, Karachi  
Name: Syed Fahad Jawed  
CNIC # 4220191251353

Address:  
Head of Procurement  
Institute of Business Administration  
Main Campus, University Road, Karachi

2.   
M/s. Linkdotnet Telecom Limited  
Name: S.M. Nadeem  
CNIC # 4201-5507133-5

Address:  
Jazz Digital House, 11th & 12th Floor, Sky  
Tower B, Dolmen City, Clifton  
Karachi

Focal Person IBA Mr. Wajeeh Zaidi