



25 FEB 2020

12 FEB 2020

(RUPEES ONE HUNDRED ONLY)

GHULAM SADIQ STAMP VENDOR
 Lic # 79, Shop # 113, New Ruby Centre,
 Talpur Road, Boultan S.No.....
 Market, Karachi. Date.....
 Issue to with Address MR ... MUHAMMAD YAKHOOB...
 Through with Address MR ... Advocate L.No. 1459...
 Purpose:
 Value Rs. 100/- Attached:
 Stamp Vendors Signature
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)
 Vendor Not Responsible for Fake Documents

AGREEMENT

Upgradation of Microsoft Active Directory Services

THIS AGREEMENT is executed at KARACHI, on this day February 25, 2020

BETWEEN

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

AND

M/s Jaffer Business Systems (Pvt) Ltd, having its office at # 33A, City Tower, PECHS, Block 6, Shahr-e-Faisal, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Sohail Saleem, holding CNIC No. 42501-9737438-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain Upgradation of Microsoft Active Directory Services vide tender # IT/08/19-20 for the Upgradation of Microsoft Active Directory Services (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Upgradation of Microsoft Active Directory Services" and "THE SERVICE PROVIDER" have offered to render all kind of Upgradation of Microsoft Active Directory Services (including but not limited to the "Upgradation of Microsoft Active Directory Services" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Upgradation of Microsoft Active Directory Services" discussions in respect of the same with "IBA" before the determination of Upgradation of Microsoft Active Directory Services to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Upgradation of Microsoft Active Directory Services. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to provide of Upgradation of Microsoft Active Directory Services from Server 2008 to Server 2019 to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 "THE SERVICE PROVIDER" shall coordinate their work with Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Upgradation of Microsoft Active Directory Services.
- 1.3 "THE SERVICE PROVIDER" shall deploy Microsoft SCCM 2019 / SCOM 2019 and to make sure that newly created domain servers are covered for patch management within defined Physical sites.
 - i. Patch management for servers and workstations
 - ii. Distribution management of software and customized packages
 - iii. Inventory and Asset Management for all servers, clients
 - iv. Operating System Deployment for desktops an end user equipment
 - v. Deploy Reporting
 - vi. Functionality of OSD deployment, Software deployment and Software
 - vii. Deployment of organization wide to monitor servers and networking equipment
 - viii. Configurations of Management Packs, collection of monitors, rules, and configuration criteria that define how to monitor a target service
 - ix. Monitoring of applications such as Exchange Server, Active Directory, SQL Server, and other third-party applications
- 1.4 "THE SERVICE PROVIDER" shall visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 The scope is aimed at moving all IBA users from legacy Active Directory Domain Service ADDS system to Windows Server 2019 with HA and cloud sync and federation. Upgrade of Windows Servers and change management etc. In case of disaster at primary site, users will be redirected to disaster recovery site or vise a versa for authentication services. Must include the features like DIR Sync & ADFS.
- 2.2 A "turnkey" project including, designing, consultancy and deployment/rollout of Active Directory(AD). Upgrade from Server 2008 R2 to Server 2019 infrastructure, realizing the best solution for the users, according to the requirements and the constraints indicated afterward in the document. IBA intends to obtain proposals in order to
 - i. Revamp the model of Active Directory Domain Service(ADDS) system for modern Data Center environment.
 - ii. Design consultancy as per Microsoft recommended procedures.
 - iii. Onsite deployment/upgrade of domain services at IBA Data Center.
 - iv. System Center Configuration Manager and Operation Manager Deployment and

- Configuration
- v. Level 2 Support for one year.
- vi. Training of at least four personnel on deployed solution from Microsoft Authorized Training Institute.
- vii. OS / Software licenses will be provided by IBA

2.3 IBA is planning to upgrade its Identity and Access Management Solution Active Directory Forest from legacy version to Windows Server 2019 to take benefits of the cutting-edge technology Microsoft has released in its latest offerings to avail ease of identity management and make use of new features. Vendor should provide assistance in upgrade of ADDS services as well. Design of existing infrastructure will be provided accordingly.

2.4 In addition of AD Infrastructure upgrade from server 2008 to Server 2019, following roles will also be upgraded

- i. DHCP in failover cluster mode on each site
- ii. Two instances of DNS on each site

2.1 M/s Jaffer Business Systems (Pvt) Ltd Ltd will be responsible for all corrective and preventive maintenance of hardware / items mentioned in the BOQ.

2.2 M/s Jaffer Business Systems (Pvt) Ltd will provide maintain all necessary spares to meet the SLA requirement.

Article III **PAYMENT TERM**

3.1 80% payment of the total order would be paid on successful completion of the project to IBA Karachi.

3.2 20% payment of the order would be paid after 6 months to PAT and final acceptance test by IBA.

Article IV **REMUNERATION**

4.1 The cost offered by the SERVICE PROVIDER is Rs. 1,498,478.00 per year (inclusive of all taxes) Upgradation of Microsoft Active Directory Services vide tender # IT/08/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Description	M/s.Jaffer Business Systems (Pvt.) Ltd
	Project Cost (Yearly)
<p>The scope of this particular solution is to deploy Microsoft SCCM 2019 / SCOM 2019 and to make sure that newly created domain servers are covered for patch management within defined Physical sites.</p> <ul style="list-style-type: none"> i. Patch management for servers and workstations ii. Distribution management of software and customized packages iii. Inventory and Asset Management for all servers, clients iv. Operating System Deployment for desktops and end user equipment v. Deploy Reporting vi. Functionality of OSD deployment, Software deployment and Software vii. Deployment of organization wide to monitor servers and networking equipment viii. Configurations of Management Packs, collection of monitors, rules, and configuration criteria that define how to monitor a target service ix. Monitoring of applications such as Exchange Server, Active Directory, SQL Server, and other third-party applications <p>Project handling methodology according to the Microsoft framework should be the part of the proposal</p>	Rs. 1,326,087.00
Total	Rs. 1,326,087.00
SST	Rs. 172,391.00
Grand Total	Rs. 1,498,478.00

- 4.2 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 Upgradation of Microsoft Active Directory Services to IBA.
- 4.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".
- 4.4 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.
- 4.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.
- 4.6 IBA, Karachi reserves right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason and contractor will abide the instruction

Article V ARBITRATION

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

Article VI TERMINATION

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

Article VII INDEMNITY

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

Article VIII NOTICE

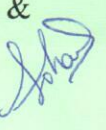
- 8.1 Any notice given under this AGREEMENT shall be sufficient if it is in writing and if sent by courier or registered mail.

Article IX SEVERABILITY

- 9.1 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 X RENEWAL

- 10.1 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. However, Terms & Conditions of the agreement would remain same.



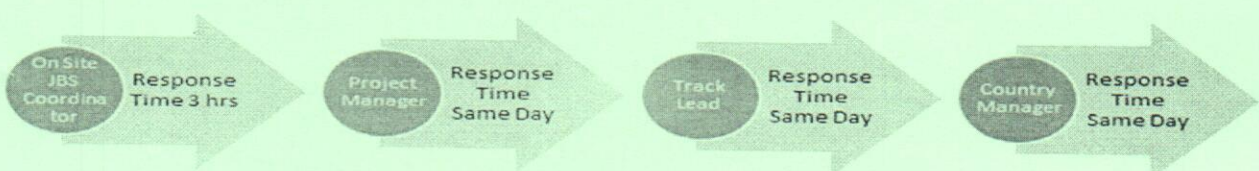
Article XI
INTEGRITY PACT

- 11.1 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).
- 11.2 Without limiting the generality of the forgoing the M/s Jaffer Business Systems (Pvt) Ltd, 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.
- 11.3 M/s Jaffer Business Systems (Pvt) Ltd, accepts full responsibility and strict liability for making any false declaration/statement, not making full disclosure, misrepresenting facts or taking any action likely to degrade the purpose of declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Jaffer Business Systems (Pvt) Ltd, 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 Jaffer Business Systems (Pvt) Ltd, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XII
DATA PROTECTION

- 12.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the Jaffer Business System 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 Jaffer Business System personnel designated for the purpose of Services have access to the Data.

Article XIII
ESCALATION MATRIX



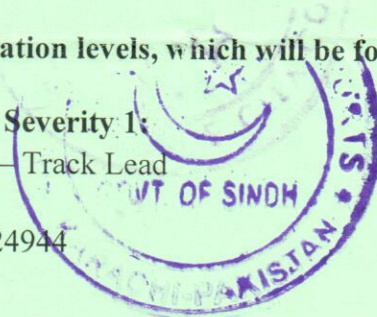
In case of dissatisfaction, IBA can follow below escalation matrix;

Following is the description of escalation levels, which will be followed:

13.1 Escalation Level for Severity 1:

Usama.Mustafa@jbs.live – Track Lead

Contact details: 0333-3424944



13.1 Escalation Level for Severity 2:

Abdul Wahab – Delivery Head

Contact details: 0305-1884550

Email: Abdul.Wahab@jbs.live

In case of No Response below person can be contacted:

Rabia Azfar Nizami ---- Country Head

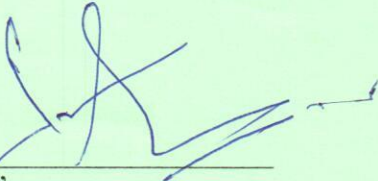
Contact details: 0321-2355515

Email: Rubia.Nizami@jbs.live

Article XIV
MISCELLANEOUS

- 14.1 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.
- 14.2 The validity of the contract will be effective from the date of issue of Work Order.
- 14.3 The validity of the contract will be effective from March, 2020 to March, 2021.
- 14.4 All terms and conditions of tender vide # IT/08/19-20 will be the integral part of this agreement.

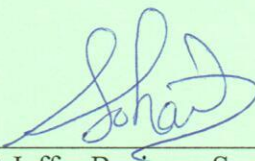
IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.



“IBA”
NAME: Imran Batada

CNIC # _____

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

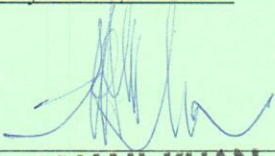


M/S Jaffer Business Systems (Pvt) Ltd
NAME: Sohail Saleem,

CNIC # 42501-9737438-9

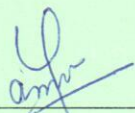
Address:
33-A, City Tower,
Shahrah-e-Faisal, Karachi,



1. 
M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

2. 
USAMA MUSTAFA
SOLUTION SPECIALIST

CNIC# 42101-8177152-7

33-A, City Tower
Shahrah-e-Faisal, Karachi

