

G584430

235
15/7/16

IRFAN ALI SHEIKH STAMP VENDOR
 L/No. 61 Seat # 34 Shed # A City Courts Kmt
 S No. 17150 DATE _____
 ISSUED TO WITH ADDRESS Adnan Ali Sheikh
 THROUGH WITH ADDRESS Advocate
 PURPOSE Log # 2201/K.B.A
 VALUE RS. _____ ATTACHED _____
 STAMP VENDOR'S SIGNATURE _____

26 APR 2016

15 JUL 2016

(RUPEES FIFTY ONLY)

RADIO LINK SERVICE LEVEL AGREEMENT (SLA)

This Service Level Agreement is made at 08th day of August, 2016 (the "Agreement")
 BY & BETWEEN

Institute of Business Administration, Karachi an institution duly established and existing under the Institute of Business Administration Act, 1994, having its office at Main Campus Karachi University, University Road, Karachi Pakistan (hereinafter referred to as the "**Purchaser**" which expression shall wherever the context so admits, include its administrators, liquidators, nominees and successors in interest);

AND

M/s. Information Systems Associates Ltd, a company incorporated under the laws of Pakistan, having its office at 6th Floor, Ilaco House, Abdullah Haroon Road, Karachi, Pakistan (hereinafter referred to as the "**Service Provider**", which expression shall wherever the context so admits, include its administrators, liquidators, nominees, successors-in-interest and permitted assigns);

(The Purchaser and the Service Provider are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**").

Purpose of this document

The Service Provider will provide 75 Mega Bytes per Second ("**Mbps**") of Data link on Radio link, services are on rental basis and the service provider is fully responsible for the uptime, warranty, support & services of the equipment. This document forms a contract between Purchaser and Service Provider, for the support & services to .

Signature

WHEREAS the Service Provider is engaged in the business of services of prevention maintenance and corrective maintenance of Radio Link solutions and its operation systems (hereinafter referred to as **Equipment – As per Appendix – I**).

AND WHEREAS Customer is desirous of availing prevention maintenance and corrective maintenance of the Equipment as mentioned in Appendix – I to this agreement, in accordance with the terms and conditions mentioned below.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. CORRECTIVE & PREVENTIVE MAINTENANCE

Corrective & Preventive maintenance (as per Appendix – II) shall be performed on the equipment mentioned in the Appendix – I and the operating system.

Corrective maintenance calls may be registered in person or by telephone or by email as per Appendix – III.

2. EXCLUSION

Services provided by this agreement do not include:

- a. Repair for damage resulting from catastrophes such as fire, flood, acts of God, or strike, riot, and insurrection, acts of war or disaster.
- b. Repair of damage resulting from accident, misuse, or operator abuse. Physical damage would be verified by inspection of the goods in presence of the Purchaser. Service Provider will perform all operations in presence of Purchaser personnel to avoid any damage caused by Service Provider. The misuse / operator will be verified using LOGS on the appliances that would incorporate changes in configuration.
- c. Services associated with interface problems on systems not supported by Service Provider.
- d. Repairs made to the equipment by a non-Service Provider's employee or person not authorized by Service Provider to carry out the same.
- e. Services of equipment not owned or leased by the Customer.
- f. Software support, system backup and data reconstruction. This constitutes of software / system backup / data reconstruction of any devices other than the appliances involved in this agreement. Further system backup of the appliances should be saved by the Purchaser on regular bases after every change which can be used to restore prior configuration.
- g. Identification and removal of computer viruses.

3. CUSTOMER'S ASSISTANCE

Service Provider shall have full and free access to information on the listed equipment to provide the services contracted for at the times scheduled for such services.

Purchaser shall provide adequate working space, communication and other facilities within reasonable distance of the equipment for use by the Service Provider maintenance personnel. New Configuration required by Purchaser shall be intimated to Service Provider and shall be done in consent with Service Provider, especially if third party equipment is integrated with the current setup.

4. FORCE MAJEURE

Service Provider shall not be liable for any delay in performance with respect to any of its obligation hereunder when such delay is directly or indirectly caused by or in any manner arises or result from fire, floods, earthquake accident, riot, war, govt. interference, strikes of labor, delay in delivery of material by supplier, act of any Govt. or any agency therefore etc. beyond its control. Services shall be deemed suspended so long as any such causes delay in execution .Whenever such causes have been remedied, Service Provider shall make and Customer shall accept service performance as set out in this agreement. However, the Service Provider shall be liable for any delay in performance with respect to any of its obligation hereunder when such delay is not caused directly or indirectly by the reasons mentioned in this clause.

5. PAYMENT SCHEDULE

The payment of this Agreement shall be paid in installments. Payment would be made on quarter basis, after the completion of each quarter (the same was already given in the tender document as well).

6. TERMS & CONDITIONS – “PENALTIES”

The payments will stand reduced by the following penalties in case of interruption or lesser than specified quality service of the respective link. This penalty will be adjusted in the next bill.

If down-time per month $> 0 \leq 3$ hours, deduction @Rs. 100/= per hour

If down-time per month $> 3 \leq 6$ hours, deduction @Rs. 250/= per hour

If down-time per month $> 6 \leq 24$ hours, deduction @Rs. 500/= per hour

If down-time per month > 24 hours, deduction @Rs. 1,000/= per hour

7. SERVICE OF NOTICE

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission shall be in writing and shall be considered properly given only if sent to the following addresses, respectively, or to such other addressee as the Party concerned may hereafter designate by similar notice:

For Information Systems Associates Ltd.

Name: M/S Information Systems Associates Ltd

Address: 6th Floor Ilaco House, Abdullah Haroon Road, Karachi

For Institute of Business Administration



Name: MANAGER IT

Address: City Campus, Garden / Kiyani Shaheed Road, Karachi

8. TERMS AND TERMINATION

This Agreement shall, as from the Effective Date, remain in force for a period of One Year commencing from _____ and expiring on _____.

The term of this Agreement shall be 1(One) year from the Effective Date. This Agreement shall be renewed on the mutual agreement of both the parties.

Either Party may terminate this Agreement if the other breaches a material term or condition of this Agreement and fails to cure such breach following thirty (30) days written notice given by the affected party.

9. RENEWAL

- a) From expiry of the service tenure of this Agreement, a new support contract will be signed after mutual consent of the Purchaser and the Service Provider. Amount of the contract will be charged as per the below table, if Purchaser agrees with the performance.

10. CONFIDENTIALITY

The Service Provider agrees that the confidential information received by it shall be kept strictly confidential and shall not be disclosed. The obligation of the Service Provider hereto under this Agreement shall remain valid and in full force even after termination of this agreement.

11. APPLICATION LAW

The validity, applications, interpretation and implementation of this agreement and any dispute controversy and claims shall be governed by the laws of Pakistan. The Parties shall submit to the exclusive jurisdiction of the courts in Karachi.

12. WAIVER

The delay or failure on the part of one Party to insist upon the performance of any of the terms, conditions and covenants of the Agreement or this Document to exercise any rights hereunder shall not constitute a waiver or future performance of such terms, condition or covenants or the future exercise of such rights. For any waiver to be effective, it must be in writing and shall be signed by both the Parties.

13. MISCELLANEOUS

All notices and other communication to be sent by either Party to the other shall be duly communicated if delivered to the other Party at its address stated above in writing, provided that either Party may at any time designate a different address to which notices or other communications are thenceforth to be sent.

Any notice, documents or other writing required by this Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or sent by telex or facsimile or e-mail and received by the addressees.

14. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be referred to the decision of an Arbitrator to be appointed in writing by the Parties in difference or if they cannot agree upon a single



Arbitrator to the decision of the two Arbitrators one to be appointed in writing by each of the Parties within one calendar month after having been required in writing so to do by either of the Parties or incase the Arbitrators do not agree by an Umpire appointed in writing by the Arbitrators before entering upon the reference the Umpire shall sit within the Arbitrators and preside at their meetings and the making of an award shall be conditioned precedent to any right of action against the Party in breach of the terms and conditions of this Agreement.

IN WITNESS WHEREOF both Parties have caused this Service Level Agreement to be validly executed by their duly authorized officers in duplicate originals on the dates and in the places hereinafter indicated.

1. For and on behalf of
Institute of Business Administration, Karachi as "Purchaser"

Name: Imran Babar
CNIC: _____
Title: Director ICT
Signature: _____
Company Stamp: _____

Witness:

Name: Syed M. Waqar Zaidi
CNIC: 42901-1999900-9
Signature: Sir

3. For and on behalf of
Information Systems Associates Ltd as "Service Provider"

Name: Farhan Ali Qureshi
CNIC: 44204-8520603-9
Title: Team Lead Sales - South
Signature: _____
Company Stamp: _____

Witness:

Name: AZHAR MAHMOOD
CNIC: 42201-6401620-1
Signature: AZ



Appendix – I

BoQ for 75mbps PTP Radio Link		
S.No	Description/Equipment	Qty/Feet
1	Infinite Wireless R5000-Lmn/58.300.2x500	2
2	Antenna 32 dBi Antenna Dual Polarized	2
3	License for 80mbps bandwidth	2
4	Cat6 UTP cables	600
5	Power adopter	2
6	Connector, cable ties & accessories	6

[Handwritten signature]

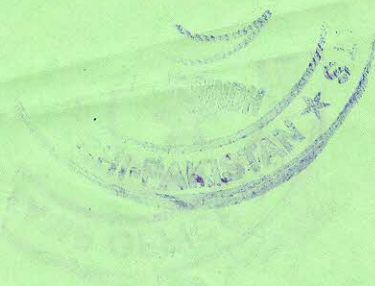


Appendix – II

Standard Customer Core Services:

Wireless Connectivity between City Campus at Saddar, Garden Kyani Shaheed road and Main Campus at Karachi University whose distance requirement of connectivity is around 40 Km with at least 75 Mbps bandwidth on duplex mode and latency no more than 10 ms.

Sur



Appendix – III

Escalation Matrix

The turnaround time is the time taken by Comstar engineers to arrive at IBA branches along with necessary tools/equipment and backup/parts after a complaint has been made through phone, fax, or email by the IBA staff to the concerned Comstar office.

Location	Time of Complaint	Turnaround Time
KarachiIslamabad Lahore Multan	Working days (08:30AM to 09:00PM)	Comstar will respond against the complaint within two hours.
All other cities	Working days (08:30 AM to 06:00 PM)	Comstar will respond against the complaint within four hours plus travel time (Transport availability dependency) between nearest Comstar Support Center & IBA branch.
KarachiIslamabad Lahore Multan	After 09:00pm on working days + Gazetted and Public Holidays	Team will arrive at site before 10:00 am next working day.
All other cities	After 06:00pm on working days + Gazettes and Public Holiday	Next working day, Team will arrive at 07:00am; in case of air flight, first next available flight will be taken.

Jir

Location	Time of Complaint	Turnaround Time
Support	<p>In house: Complaints will be handled round the clock for which permissions are required from IBA for the access of Comstar Engineers after 6:00 PM</p> <p>Roof Top: Complaints regarding tower access after sunset or before sun rise will not be entertained, though the task may continue in the next day light.</p>	

Dr.



Appendix – IV

Financial for 75mbps PTP Radio Link		
S.No	Description/Equipment	Price in PKR
1	Monthly Recurring Charges	28,000

- Payment shall be made quarterly advance.
- The annual charges for link maintenance shall be increase with mutual consent of both parties at the time of renewal of Service level Agreement.