



NBP-2060-2209080001096160

GoS-KHI-519CA423F32AADCB

**Non-Judicial****Rs 12,987/-**

Description : Contract - 15(a)  
 Principal : IBA (Institute of business administration) [27024407]  
 Contractor : WATEEN SOLUTION (PVT) LTD [20866046]  
 Applicant : Nadir [42101-1733129-9]  
 Stamp Duty Paid by : WATEEN SOLUTION (PVT) LTD [20866046]  
 Issue Date : 08-Sep-2022, 01:10:19 PM  
 Paid Through Challan : 2022029ED19E2905  
 Amount in Words : Twelve Thousand Nine Hundred and Eighty Seven Rupees Only

Please Write Below This Line





**SERVICE LEVEL AGREEMENT**  
**Maintenance of CISCO Equipment**

THIS AGREEMENT is executed at KARACHI, on this day of March 1, 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).

**AND**

**M/s Wateen Solutions (Pvt.) Ltd.**, having its Regional Office at # **M44, P.E.C.H.S. Block-6, Main Razi Road off Shahra-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 CEO Mr. Adil Rashid, holding CNIC No. \_\_\_\_\_.

**WHEREAS** "IBA" intends to obtain service vide tender # IT/12/21-22 for the Maintenance of CISCO Equipment (IBA requirement) discussions in respect of the same before the determination of the scope of work will be held with "IBA" and "THE SERVICE PROVIDER" have offered to render all kind of Maintenance of CISCO Equipment including but not limited to the "Maintenance of CISCO Equipment" of the proposed work up to the 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:**

**WITNESSETH**

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" for the specific purpose of "Maintenance of CISCO Equipment" discussions in respect of the same with "IBA" before the determination of Maintenance of CISCO Equipment to provide with any/all other relevant details for presentation to "IBA" for Maintenance of CISCO Equipment. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

**Article I**  
**DUTIES & SCOPE OF SERVICES AND AGREEMENT**



- 1.1 THE SERVICE PROVIDER agrees to Maintenance of CISCO Equipment to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SERVICE PROVIDER will coordinate their work with the Head of ICT (Acting), of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Maintenance of CISCO Equipment.
- 1.3 This Agreement shall be in effect from March 1, 2022 for a 1-year subscription and subject to THE SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 THE SERVICE PROVIDER will visit the Procurement Department located at Main Campus, University Enclave, 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 SERVICE PROVIDER hereby agrees and acknowledge the periodic supervision of the supplies and to check the Maintenance of CISCO Equipment under the Description & Specification.
- 2.2 THE SERVICE PROVIDER will be responsible for the smooth and full-fledged functioning of hardware included in the SLA as per the BoQ, during its effective period.
- 2.3 THE SERVICE PROVIDER will be responsible to provide Support/warranties of IT equipment and components included in BOQ.
- 2.4 THE SERVICE PROVIDER will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
  - 2.4.1 Critical: Urgent response (24x7) within 4 hours and replace faulty equipment.
  - 2.4.2 NBD: Next Business Day delivery of replacement hardware.
- 2.5 THE SERVICE PROVIDER should be responsible for handling level 2 and 3 technical support issues.
- 2.6 THE SERVICE PROVIDER should be responsible log the ticket to Cisco Tech Support for Critical problems.
- 2.7 THE SERVICE PROVIDER shall be responsible for providing a minimum of one year of services.





- 2.8 THE SERVICE PROVIDER will provide backup or replacement of any hardware with the same or higher Specification. Equipment of lower specification will NOT be accepted.
- 2.9 THE SERVICE PROVIDER will provide backup in case of delay in delivery of the relevant model, as specified above.
- 2.10 The onsite comprehensive replacement warranty period of one year is mandatory which includes replacement of the Network Equipment (if necessary) without any additional cost.
- 2.11 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.
- 2.12 No pirated/forged/tampered material would be accepted. In a later stage/period, if found, THE SERVICE PROVIDER would be penalized according to the prevailing rules of the country.
- 2.13 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.
- 2.14 THE SERVICE PROVIDER shall indemnify & hold the IBA harmless against all the third party(ies) claim(s) of infringement of patents, trademark or industrial decision rights arising from the use of the service(s) or any part thereof.
- 2.15 THE SERVICE PROVIDER shall provide patches/upgrades of the appliance during the contract period without any extra cost to IBA.
- 2.16 THE SERVICE PROVIDER shall provide onsite support.

**Article III**  
**REMUNERATION**

- 3.1 The cost offered by THE SERVICE PROVIDER is Rs. 3,710,400/- (inclusive of all taxes) for the Maintenance of CISCO Equipment vide tender # IT/12/21-22 variation may occur. Details of items are appended below:



#### A. CISCO Network Equipment

Sr #	Description	Qty	Rate	Amount
1	<b>Product Code:</b> WS-C2960-24PC-S <b>Serial No:</b> FOC1417W0V1, FOC1417W0V8, FOC1417W0VG, FOC1417W0W1, FOC1417W138, FOC1417W14H, FOC1417W14V, FOC1417W0V2, FOC1417W0V9, FOC1417W0VR, FOC1417W0W8, FOC1417W13Q, FOC1417W14K, FOC1417W0V6, FOC1417W0VD, FOC1417W0VY, FOC1417W0WB, FOC1417W13V, FOC1417W14S, FOC1417W0V7, FOC1417W0VE, FOC1417W0VZ, FOC1417W129, FOC1417W13X, FOC1417W14T, FOC1417W0BK, FOC1417W0TB, FOC1417W0TG, FOC1417W0BS, FOC1417W0TC, FOC1417W0TJ, FOC1417W0BT, FOC1417W0TD, FOC1417W0T6, FOC1417W0TF, FOC1441W513, FOC1441W53Y, FOC1441W55U, FOC1441W51A, FOC1441W54H, FOC1441W4ZF, FOC1441W524, FOC1441W54J, FCQ1629X5GV, FCQ1629X57N, FCQ1629X59F, FCQ1629X5GW, FCQ1629X58L, FCQ1629X598, FCQ1629X57Y, FCQ1629X595, FCQ1629X57M, FCQ1630X0JK, FCQ1629X5GR, FCQ1629X5A1, FCQ1630X0JE, FCQ1629X5GD, FCQ1629X5DJ, FCQ1630X0JM, FCQ1629X58U, FCQ1629X57G, FCQ1629X59H, FCQ1629X58Z, FCQ1629X5GP, FCQ1629X5GY, FCQ1629X5GS, FCQ1629X5GX, FCQ1629X58G, FCQ1620Y15Y, FCQ1620Y16Q, FCQ1620Y15W, FCQ1620Y16K, FCQ1620Y15H, FCQ1620Y178, FCQ1620Y15P, FCQ1620Y15V, FCQ1620Y18H, FCQ1620Y15R, FCQ1620Y16S, FCQ1620Y14Y, FCQ1650X66T, FCQ1701X207 <b>Service Level:</b> NBD	82	8,904.20	730,144.40
2	<b>Product Code:</b> WS-C2960-48TC-S, <b>Service Level:</b> NBD <b>Serial No:</b> FOC1415V7A9, FOC1415W7F4, FOC1415V7BX, FOC1415W7JP, FOC1415V7C5, FOC1415V7CD	6	8,969.80	53,818.80
3	<b>Product Code:</b> WS-C3750E-48TD-S, <b>Service Level:</b> NBD <b>Serial No:</b> FDO1418R0RK, FDO1418R0RL, FDO1418R0SU, FDO1418R0SV	4	23,919.40	95,677.60
4	<b>Product Code:</b> WS-C3750V2-24TS-S, <b>Service Level:</b> NBD <b>Serial No:</b> FDO1413Z00X	1	17,939.60	17,939.60
5	<b>Product Code:</b> WS-C4948-10GE-S, <b>Service Level:</b> NBD <b>Serial No:</b> FOX1352G3RM, FOX1352G3S4	2	77,738.20	155,476.40
6	<b>Product Code:</b> PWR-C49-300AC/2, <b>Service Level:</b> Critical <b>Serial No:</b> PAC14140QD8, PAC14140QG0	2	22,424.50	44,849.00
7	<b>Product Code:</b> PWR-C49-300AC, <b>Service Level:</b> Critical <b>Serial No:</b> PAC14140QAJ, PAC14140QHR	2	22,424.50	44,849.00
8	<b>Product Code:</b> DS-C9222I-K9, <b>Service Level:</b> Critical <b>Serial No:</b> FOX1405GQKK, FOX1405GQMJ, FOX1405GQK3, FOX1405GQKE	4	239,194.40	956,777.60





**B. CISCO WI-FI Equipment**

Sr #	Description	Qty	Rate	Amount
1	<b>Product Code:</b> AIR-LAP1242G-E-K9, <b>Service Level:</b> NBD <b>Serial No:</b> FCZ1418802F, FCZ1418802Q, FCZ14188031, FCZ14188035, FCZ14188039, FCZ1418803D, FCZ1418803H, FCZ1418803M, FCZ1418803R, FCZ1418803V, FCZ1418803Z, FCZ14188043, FCZ14188047, FCZ1418804B, FCZ1418809M, FCZ1418809T, FCZ141880A0, FCZ1418802M, FCZ1418802T, FCZ14188032, FCZ14188036, FCZ1418803A, FCZ1418803E, FCZ1418803J, FCZ1418803N, FCZ1418803S, FCZ14188040, FCZ14188044, FCZ14188048, FCZ1418804C, FCZ1418809N, FCZ1418809V, FCZ1418802N, FCZ1418802U, FCZ14188033, FCZ14188037, FCZ1418803B, FCZ1418803F, FCZ1418803K, FCZ1418803P, FCZ1418803T, FCZ1418803X, FCZ14188041, FCZ14188045, FCZ14188049, FCZ1418804D, FCZ1418809P, FCZ1418809W, FCZ1418802P, FCZ14188030, FCZ14188034, FCZ14188038, FCZ1418803C, FCZ1418803G, FCZ1418803L, FCZ1418803Q, FCZ1418803U, FCZ1418803Y, FCZ14188042, FCZ14188046, FCZ1418804A, FCZ1418804E, FCZ1418809S, FCZ1418809X	64	3,363.70	215,276.80
2	<b>Product Code:</b> AIR-LAP1310G-E-K9, <b>Service Level:</b> NBD <b>Serial No:</b> FCW1420T00P, FCW1420T00V, FCW1420T010, FCW1420T017, FCW1420T01B, FCW1420T00R, FCW1420T00W, FCW1420T013, FCW1420T018, FCW1420T00S, FCW1420T00X, FCW1420T015, FCW1420T019, FCW1420T00U, FCW1420T00Y, FCW1420T016, FCW1420T01A	17	8,442.20	143,517.40
3	<b>Product Code:</b> AIR-WLC4404-100-K9, <b>Service Level:</b> Critical <b>Serial No:</b> FOC1414F0AH, FOC1414F0D8	2	44,848.90	89,697.80
4	<b>Product Code:</b> AIR-LAP1242G-EK9, <b>Service Level:</b> NBD <b>Serial No:</b> FCZ14418206, FCZ1441820C, FCZ1441820M, FCZ1441821L, FCZ1441821P, FCZ14418207, FCZ1441820D, FCZ1441820Y, FCZ1441821M, FCZ1441822Y, FCZ1441820A, FCZ1441820H, FCZ14418210, FCZ1441821N, FCZ14418237	15	5,979.90	89,698.50
5	<b>Product Code:</b> WCS-STANDARD-K9, <b>Service Level:</b> NBD <b>Serial No:</b> 3521J5AD1E1, 3521J64DECD	2	44,848.90	89,697.80
6	<b>Product Code:</b> AIR-MSE-3310-K9, <b>Service Level:</b> NBD <b>Serial No:</b> FTX1417505F	1	107,637.50	107,637.50
7	<b>Product Code:</b> AIR-LAP1041N-E-K9, <b>Service Level:</b> NBD <b>Serial No:</b> FCZ1642W3CC, FCZ1642W3CH, FCZ1642W3CN, FCZ1642W3CT, FCZ1642Z32S, FCZ1642Z32X, FCZ1642Z332, FCZ1642Z337, FCZ1642Z33C, FCZ1642Z33H, FCZ1642Z33N, FCZ1642Z33T, FCZ1642W3CD, FCZ1642W3CJ, FCZ1642W3CP, FCZ1642W3CU, FCZ1642Z32T, FCZ1642Z32Y, FCZ1642Z333, FCZ1642Z338, FCZ1642Z33D, FCZ1642Z33J, FCZ1642Z33P, FCZ1642Z33U, FCZ1642W3CE, FCZ1642W3CK, FCZ1642W3CQ, FCZ1642W3CV,	91	4,928.50	448,493.50



FCZ1642Z32U, FCZ1642Z32Z, FCZ1642Z334, FCZ1642Z339, FCZ1642Z33E, FCZ1642Z33K, FCZ1642Z33Q, FCZ1642Z33V, FCZ1642W3CF, FCZ1642W3CL, FCZ1642W3CR, FCZ1642W3CW, FCZ1642Z32V, FCZ1642Z330, FCZ1642Z335, FCZ1642Z33A, FCZ1642Z33F, FCZ1642Z33L, FCZ1642Z33R, FCZ1642Z33W, FCZ1642W3CG, FCZ1642W3CM, FCZ1642W3CS, FCZ1642W3CX, FCZ1642Z32W, FCZ1642Z331, FCZ1642Z33W, FCZ1642W3CG, FCZ1642W3CM, FCZ1642W3CS, FCZ1642W3CX, FCZ1642Z32W, FCZ1642Z331, FCZ1642Z336, FCZ1642Z33B, FCZ1642Z33G, FCZ1642Z33M, FCZ1642Z33S, FCZ1642Z33X, FCZ1621Z0PQ, FCZ1621Z0PK, FCZ1621Z0PM, FCZ1621Z0PR, FCZ1621Z0PP, FCZ1621Z0Q0, FCZ1621Z0PH, FCZ1621Z0Q2, FCZ1621Z0PY, FCZ1621Z0Q1, FCZ1621Z0PX, FCZ1621Z1A1, FCZ1621Z0Q3, FCZ1621Z0PZ, FCZ1621Z0PV, FCZ1621Z0PC, FCZ1621Z0PJ, FCZ1621Z0PG, FCZ1621Z0PD, FCZ1621Z0PT, FCZ1621Z0PL, FCZ1621Z0PA, FCZ1621Z0PS, FCZ1621Z0PN			
<b>Total</b>			Rs. 3,283,540.00
<b>13% SST</b>			Rs. 426,860.20
<b>Grand Total</b>			Rs. 3,710,400.20

- 3.2 Liquidity damage @ 2% per month of the total agreed payment as per Purchase Order, of the total cost, will be imposed in case of delayed completion. "THE SERVICE PROVIDER" have to complete the required tasks as per the schedule.
- 3.3 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction/work order will be deposited in the Government treasury by the SERVICE PROVIDER.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

#### **Article IV** **ARBITRATION**

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

#### **Article V** **TERMINATION**





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

**Article VI**  
**INDEMNITY**

- 6.1 "THE SERVICE PROVIDER" in its 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 VII**  
**NOTICE**

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

**Article VIII**  
**PAYMENT TERM**

- 8.1 25% at the end of each quarter after satisfactory services delivered to IBA, Karachi. All payments shall be released after the submission of the commercial invoice.

**Article IX**  
**RENEWAL**

- 9.1 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 X**  
**INTEGRITY PACT**

- 10.1 Its intention is not to obtain the Provide & Supply 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).
- 10.2 Without limiting the generality of the forgoing the M/s Wateen Solutions (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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- 10.3 M/s Wateen Solutions (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 instruments, be stand void at the discretion of the IBA.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

#### **Article XI** **MISCELLANEOUS**

- 11.1 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.
- 11.2 The validity of the contract will be effective from the date of issue of the Letter of Award (LoA).
- 11.3 All terms and conditions of Tender vide # IT/12/21-22 will be an integral part of this agreement and can't be revoked.





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

For and on behalf of  
IBA, Karachi

For and on behalf of  
Wateen Solutions (Private) Ltd

**Dr. Mohammad Asad Ilyas**

Registrar

Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

Name: **Dr. Muhammad Asad Ilyas**

Designation:

CNIC No: \_\_\_\_\_

Address:

Registrar

Institute of Business Administration

Main Campus, University Road, Karachi

Name: **Adil Rashid**

Designation: **CEO**

CNIC No: \_\_\_\_\_

Address:

Main Walton Road, Opposite Bab-e-

Pakistan, Walton Cantt., Lahore, Pakistan

WITNESS:

1.

IBA, Karachi

Name: Syed Fahad Jawed

CNIC No: 42201-9125136-3

Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2.

Wateen Solutions (Private) Ltd.

Name: Zain Khan

CNIC No: 54400-7954633-3

Address:

Main Walton Road, Opposite Bab-e-

Pakistan, Walton Cantt.,

Lahore, Pakistan