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Rsn 8010/2

**ZEESHAN STAMP VENDOR**

Licence No. 144, Shop No. A-6, Block-17, Ruth Heights
Phase-I, G-10, Johar, Karachi

S. No. 49833 Date 04 JAN 2021
Issued to With Address ZAHID MEHMOOD
Through With Address Advocate High Court
Purpose Reg. No. 4494, Karachi
Value Rs. Attached
Stamp Vendor's Signature
No. PeopleSoft ERP Campus and SAKAI LMS System

04 JAN 2021

RUPEES ONE HUNDRED

AGREEMENT**Support & Services Required for Oracle PeopleSoft ERP Campus and SAKAI LMS System**

THIS AGREEMENT is executed at KARACHI, on this day January 15, 2021

BETWEEN

M/s Institute of Business Administration, Karachi through its Head of ICT (Acting), 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

TECHLOGIX PAKISTAN (PVT) LTD, having its office at AlmusNet 2nd Floor, Ebrahim AliBhai Tower, Shahrah-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 VP Business Development, Ms. Syed Amer Gilani, holding CNIC No. 17301-1433045-9

WHEREAS "IBA" intends to obtain Support & Services Required for Oracle PeopleSoft ERP Campus and SAKAI LMS System (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System" and "THE SERVICE PROVIDER" have offered to render all kind of Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System (including but not limited to the "Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System" 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 "Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System" discussions in respect of the same with "IBA" before the determination of Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to "IBA" for Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth. The 'Terms of Conditions' of Tender Document are the integral part of this agreement

Article I
DUTIES & SCOPE OF WORK

- 1.1 This SLA includes, the "Annual Incident Based Maintenance and Support Agreement For People Soft Campus Management Solution and SAKAI LMS System", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of SLA of Annual Incident Based Maintenance and Support Agreement for People Soft Campus Management Solution and SAKAI LMS System to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with Manager (Information Systems), of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed SLA of Annual Incident Based Maintenance and Support Agreement for People Soft Campus Management Solution and SAKAI LMS System.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 Support from the Senior Software Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.8 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit.
- 1.9 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.10 Maintenance contract shall be with services and labor.
- 1.11 All services to be covered under this SLA shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the software are duly fulfilled.

- 1.12 All support requests will be formally raised by IBA Karachi and Service Provider will assign its severity level, based on its functional / technical importance (severity levels have been defined in the proposal).
- 1.13 Annual support will focus towards managing the technical and functional aspects of the developed System only.
- 1.14The SERVICE PROVIDER will provide its services in areas that includes but not limited to implementing new modules, upgrading, troubleshooting existing features, customization or developments in existing modules, applying new bundles/patches, Application & Database upgradation of PeopleSoft/Sakai-LMS, Implementing/upgrading Database RACs, DataGuard and troubleshooting other Database related issues.
- 1.15 The SERVICE PROVIDER should have thorough understanding of People tools version 8.54 and its later versions. The service provider may also be required to assist in upgrading PeopleSoft ERP.
- 1.16The SERVICE PROVIDER will be required to build integration between PeopleSoft ERP Campus Module and other applications such as Financial ERPs, Uni-Time Scheduling and SAKAI-LMS.
- 1.17 The SERVICE PROVIDER will be required to provide support & upgrade server level Linux / Windows OS of PeopleSoft/Sakai-LMS and implement incremental backup strategies on cloud, DR Site & Tape library.
- 1.18IBA Karachi will decide the support incident type as per the above chart and will mark the issues under Critical/Major/Minor Category. The selected vendor will be responsible to provide support on request from IBA Karachi.

Support Incident Type	
Category	Max Response Time
Critical	2 Hours
Major	4 Hours
Minor	1 business day

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Support & Services Required for Oracle PeopleSoft ERP Campus and SAKAI LMS System.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.

2.5 "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.

2.6 This Agreement shall be in effect from January 15, 2021 for one year.

2.7 SERVICE PROVIDER will ensure the following:

(a) Preventive and corrective maintenance as recommended

(b) Service Level

Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Performance	Performance Tests and adjustments
Performance	Provide assistance and guidance in troubleshooting application errors.
Performance	Resolving functional & operational issues on "need basis".

(c) Performance Goals

Category	Description	Response Time
Critical	Defect in core functionality that prevents application to be used for daily operations and no work around is available.	2 Hours
Major	Defect in core functionality for which a work around is available and daily operations can continue	4 Hours
Minor	Defect in non-core functionality	1 Business Day

(d) Performance tests and adjustments.

(e) Performance engineering modification and changes, if recommended by IBA.

(f) Responsible for the smooth functioning of already installed software.

(g) Responsible to respond to events on urgent basis.

(h) Provide Backup in case of delay.

(i) Maximum response time should be less than 04 (four) hours of the time the complaint is logged. Response time is defined as acknowledgement of the complaint logged and initiation of rectification procedures. IBA acknowledges that completion of rectification will take additional time depending on the nature of the complaint.

(j) The SERVICE PROVIDER will sign a Service level agreement (SLA) for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).

(k) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing maintenance services.

Article III **REMUNERATION**

3.1 The charge(s)/cost(s) offered by the Service Provider is **Rs. 2543/- per hour (inclusive of all taxes)**. Support & Services Required for Oracle PeopleSoft ERP Campus and SAKAI LMS System, variation may have occurred. The cost is inclusive of labor /transportation /supplies /etc.

3.2 Hourly calculation will be based on time to complete support task only excluding any overheads.

3.3 Payment Terms:-

Payment would be made at the end of each quarter on the basis of actual agreed hours worked during the quarterly period.

3.4 Liquidity damages:

- (a) In case of breach of SLA calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days' prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table up to a maximum of 10%

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

3.5 Performance Security should provide 5% of total value of estimated cost of service submitted through bid in the form of Pay Order or bank guarantee within 7 days of signing of this agreement by "THE SERVICE PROVIDER"

3.6 Stamp Duty @ 0.35% for the total estimated value will be levied accordingly.

3.7 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

4.1 The Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System shall include the following activities

- a. One (1) year maintenance support with services
- b. The Bidder will be required to undertake SLA of Annual Incident Based Maintenance And Support Agreement For People Soft Campus Management Solution and SAKAI LMS System and other related components.
- c. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- d. Back to back support available.

Article V

SLA TIME MATRIX

5.1 THE SERVICE PROVIDER shall provide the required services as per SLA matrix given below:

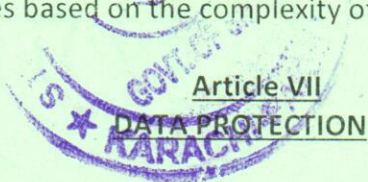
5.2 If the IBA is not satisfied with the quality & level of services provided by the SERVICE PROVIDER, the matter could be escalated to authorities' mention in Escalation Matrix

Time of Complaint	Turnaround Time
Working days (08:30AM to 09:00PM)	
Service Provider will respond against the complaint within two hours.	
Working days (08:30 AM to 06:00 PM)	
Service Provider will respond against the complaint within four hours.	
After 09:00pm on working days + Gazetted and Public Holidays	
Team will initiate response 10:00 am next working day.	
After 06:00pm on working days + Gazettes and Public Holiday	
Next working day, Team will initiate response.	

SERVICE PROVIDER SUPPORT ESCALATION MATRIX		
Level-1		Karachi
First Escalation if the call is not resolved within "Standard Response Time"	Name	Shoohira Aftab
	Phone	+92 51 111 859 859
	Cell	0333-5567001
	Email	shoohira.aftab@almusnet.com
Level-2	Name	Naira Farooq Chaudhary
Second Escalation if the call is not resolved by "Next Business Day"	Phone	+92 51 111 859 859
	Cell	0321-5803959
	Email	naira.farooq@almusnet.com
Level-3	Name	Kaukab Kazmi
Third Escalation if the call is not attended even after above escalations	Phone	+92 42 111 859 859
	Cell	03014722110
	Email	kaukab@almusnet.com

Article VI
FUTURE DEVELOPMENTS AND UPGRADES

- 6.1 THE SERVICE PROVIDER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 6.2 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 VII

DATA PROTECTION

- 7.1 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 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 SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.

7.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:

- (a) 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 IBAs 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
- (b) 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

- (c) 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
- (d) observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
- (e) take all reasonable steps to ensure the reliability of the personnel which 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
- (f) 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 cost) 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;
- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
- (h) 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.

Article VIII

ADD-ON Functional Enhancements

8.1 any additional software development, up-gradation, functional enhancement and integration may be added to this Agreement at IBA’s request at any time; however proportional charges for the specific functional enhancements shall be added in the Agreement.

Article IX

SERVICE PROVIDER’S RESPONSIBILITIES

- 9.1 SERVICE PROVIDER will make all reasonable endeavors to provide the “Response Time” stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce software down-time.
- 9.2 Response time will be 4 hours via telephone, email or engineer visit.
- 9.3 Engineer’s visit time will be 9:00am to 4:30pm during business hours.
- 9.4 Pickup time will be 9:00am to 4:30pm.

Article X

CONFIDENTIALITY

10.1 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 XI

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 11.1 The following section provides a detailed list of the Standard Services that are to be delivered to the IBA under the terms of this Agreement.
- 11.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for services (under warranty) of the software which are or become defective, malfunction, or breaks down. The software will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 11.3 Under this agreement any critical marked software becomes faulty, will be replaced by Service Provider provided backup to operational the environment within 4 hours.

Article XII

Operations & Maintenance (O&M) Support

The following shall be provided to IBA.

Number of Months	Service description
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12 months	<p><u>Working Hours (930 am to 530pm during Weekdays excluding public holidays)</u></p> <p>THE SERVICE PROVIDER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SERVICE PROVIDER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SERVICE PROVIDER concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.</p> <p>During the O&M, SERVICE PROVIDER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p>Support Levels Description:</p> <p>Level 1: THE SERVICE PROVIDER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: THE SERVICE PROVIDER engineer will try to resolve the problem remotely. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p>Level 3: THE SERVICE PROVIDER engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.</p>
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Article XIII **Call Logging System**

- 13.1 To lodge a complaint CUSTOMER can contact SERVICE PROVIDER's Support desk by phone or by email, once complaint is logged.

Email: shoohira.aftab@almusnet.com

Call at: +92 51 111 859 859

Non-Working Hours / Holidays:

Name: Naira Farooq Chaudhary

Number: +92 51 111 859 859

Email: naira.farooq@almusnet.com

- 13.2 Reporting Service Call While reporting a service call a user/manager must provide following information to SERVICE PROVIDER's helpdesk in order to log a service call:

- (a) User Name, Contact Numbers.
- (b) Model and serial number of software
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log "Ticket Number "

- i. Based on its expertise and knowledge The Service Provider has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds

to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.

- ii. Incase IBA informs the Service Provider of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on The Service Provider ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
- iii. The Service Provider support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

Hours of Coverage

The Service Provider will provide maintenance and support for 24x7 Basis.

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	2 hours
Severity Level 2 (S2)	4 hours
Severity Level 3 (S3)	1 Business Day

Severity Levels

The Service Provider and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

SEVERITY LEVEL 1 (s1)

A Problem that criticality impacts IBA’s 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 down or severely degraded. A system or major application is totally down. Examples: Software out of service, software breaks down etc.

SEVERITY LEVEL 2 (s2)

A Problem that impacts IBA’s ability to do business, the severity of which is significant and may be repetitive in nature. A function of the system, software or

product is impacted which impedes the IBA from meeting daily production deliverables.

SEVERITY LEVEL 3 (S3)

A minor problem is one that negligibly impacts IBA's ability to do business. These calls also include questions and/or general consultation. Examples: Queries etc.

Article XIV **ARBITRATION**

- 14.1 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 XV **FORCE MAJURE**

- 15.1 SERVICE PROVIDER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of SERVICE PROVIDER and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XVI **RENEWAL**

- 16.1 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 XVII **TERMINATION**

- 17.1 "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 XVIII **INDEMNITY**

- 18.1 "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 XIX

SEVERABILITY

- 19.1 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 XX

NOTICE

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

Article XXI

INTEGRITY PACT

- 21.1 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).
- 21.2 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 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.
- 21.3 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 under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 21.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER, 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 SERVICE PROVIDER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XXII

MISCELLANEOUS

- 22.1 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.
- 22.2 This agreement is effective from 15th January 2021 upto 14th January 2022

Article XXIII

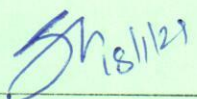
WARRANTY

Service Provider warrants that:

- a) The Work Product will be produced in accordance with the terms and conditions of this Agreement;
- b) Each of its employees assigned to perform services under this Agreement shall have the skill, training and experience necessary to perform such services in a competent manner;
- c) Service Provider has full authority to enter into this Agreement;
- d) All obligations, if any, owed to third parties with respect to the activities that Service Provider will undertake pursuant to this Agreement are or will be fully satisfied by Service Provider so that IBA Karachi will not have any obligations with respect thereto;
- e) Service Provider is the owner of, or otherwise has the right to use or distribute, all materials and methodologies that it will use in producing the Work Product, and
- f) The software and other materials that Service Provider will use in fulfilling its obligations under this Agreement (except for any software or other materials provided by IBA Karachi, including, without limitation, functional requirements, screen designs, logos and tag lines) do not now and will not infringe upon any copyright, patent, trade secret contract right or other third party right, all subject to the condition that any claim by IBA Karachi that Service Provider has breached any of these warranties must be made in writing to Service Provider within three (3) months after delivery of the Work Product for claims under (a) and (b) of this list and within one (1) year after delivery of the Work Product as to any claim of breach of warranty under (c) - (f) of this list and also subject to the condition that Service Provider's entire responsibility and IBA Karachi's exclusive remedy for any breach of warranty under (a) through (f) of this list will be at Service Provider's option to use reasonable commercial efforts to attempt to correct the breach of warranty or to refund all monies that it has received under this Agreement.

THE WARRANTY STATED ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY Service Provider. Service Provider DOES NOT MAKE, AND IBA KARACHI HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS, IMPLIED, STATUTORY OR IN ANY COMMUNICATION BETWEEN Service Provider AND IBA KARACHI. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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: Syed Wajeeh Zaidi

CNIC # _____

Address:

Head of ICT (Acting), Institute of Business
Administration Main Campus
University Road, Karachi



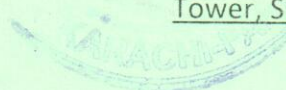
M/S TECHLOGIX PAKISTAN (PVT) LTD

NAME: Ms. Syed Amer Gilani

CNIC# 17301-1433045-9

Address:

AlmusNet 2nd Floor, Ebrahim AliBhai
Tower, Shahrah-e-Faisal, Karachi



Technologix Pakistan (Pvt) Ltd.
39-Express Road
Lahore - Pakistan

3. S.F. Jawed
"IBA"

NAME: Syed Fahad Jawed

CNIC # 42201-9125136-3

Address:

Head of Procurement

Institute of Business

Administration Main Campus

University Enclave, Karachi

Focal Person IBA

Mr. Muhammad Danish Khan

4. Amir

M/s TECHLOGIX PAKISTAN (PVT) LTD

NAME: Amir A. Channe

CNIC # 15304-4982733-9

Address: 2nd Floor Ebnul A. H.

Bhi Tower Karachi

Techlogix Pakistan (Pvt) Ltd.

39-Empress Road

Lahore - Pakistan

