

T151710

Rs 4000/-

CD-80

21.01.2021



DANISH KHAN STAMP VENDOR
 Lic. 37 Sep No.L-2/375 A-1 Area Malir Colony Karachi
 S. No. 3259 Date.....
 Issued To With Address..... AKRAM AZHAR.....
 Through With Address..... L. NO. 597.....
 Purpose.....
 Value Rs..... Attested.....
 Stamp Vendor Signatures.....
 Not For Used Free Will & Divorce Deed
 VENDOR Not Responsible Any Fake Documents

16 JAN 2021

RUPEES ONE HUNDRED

AGREEMENT

Provision of Hyper Converged Infrastructure Software

THIS AGREEMENT is executed at KARACHI, on this day January...21....., 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

M/s Megaplus Pakistan, having its 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 ABIM BOKHARI, holding CNIC No. 17301-1508066-5.

WHEREAS "IBA" intends to obtain Provision of Hyper Converged Infrastructure Software vide tender # IT/04/20-21 for the Provision of Hyper Converged Infrastructure Software (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provision of Hyper Converged Infrastructure Software" and "THE SERVICE PROVIDER" have offered to render all kind of Provision of Hyper Converged Infrastructure Software including but not limited to the "Provision of Hyper Converged Infrastructure Software" 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 "Provision of Hyper Converged Infrastructure Software" discussions in respect of the same with "IBA" before the determination of Provision of Hyper Converged Infrastructure Software to provide with any/all other relevant details for presentation to "IBA" for Provision of Hyper Converged Infrastructure Software. "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 Provision of Hyper Converged Infrastructure Software 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 Head of ICT (Acting), of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provision of Hyper Converged Infrastructure Software.
- 1.3 This Agreement shall be in effect from January 21, 2021 for 01 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".

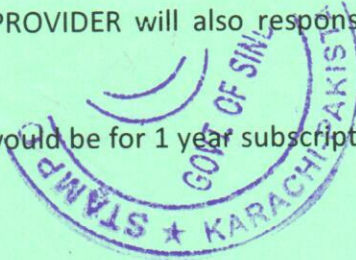
Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provision of Hyper Converged Infrastructure Software in accordance with the Description & Specification.
- 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 must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 "THE SERVICE PROVIDER", will provide the Provision of Hyper Converged Infrastructure Software directly on official address of IBA , Karachi to Syed Muhammad Wajeah Zaidi at his email address smwzaidi@iba.edu.pk
- 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 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 All licenses will be delivered directly to the location, as per the discretion of IBA. If licenses delivered are not conforming to the specifications and bill of quantity, the licenses will not be accepted.
- 2.8 End to end deployment of the procured product.
- 2.9 Free software updates and upgrades during licensing period. Valid for (01) One Year.
- 2.10 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.
- 2.11 The Service Provider should provide training to staff members of IBA for the proposed solution.
- 2.12 The software must not be produced / integrated / configured / developed in the country India or Israel.
- 2.13 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 use of the service(s) or any part thereof.
- 2.14 The Service Provider shall be responsible for installation configuration integration of the software to the IBA provided servers. The Service Provider shall make it sure and convenient that newly deployed software were properly with existing setup. Software installation, configuration and integration will be free of cost. Moreover, for any upgradation / change in IBA network during the contract period, the service provider will provide support and maintenance related to the provided software without any additional cost.
- 2.15 SERVICE PROVIDER will ensure the following:
 - 2.15.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired software as per BOQ.
 - 2.15.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the licensing period.
 - 2.15.3 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
 - 2.15.4 THE SERVICE PROVIDER shall provide onsite support.
 - 2.15.5 THE SERVICE PROVIDER will also responsible for Complete Installation, configuration.
 - 2.15.6 This contract would be for 1 year subscription.



Article III
REMUNERATION

3.1 The cost offered by the SERVICE PROVIDER is Rs. 1,137,719.00 (inclusive of all taxes) Provision of Hyper Converged Infrastructure Software vide tender # IT/04/20-21 variation may occurred. Details of items are appended below;

Sr. #	Technical Specifications
1	Virtualization Management Software <ul style="list-style-type: none"> • Must Propose High Availability Redundancy for Virtualization Management Platform • Must Support Management for Existing VMware Virtual Machines • Must Support Role-Based Management with Permission Control • Management Software must support HTML5 Web Management • Must Support to Integrate with Multiple Hypervisors • Must support High Availability between Nodes • Must support DRS (Distributed Resource Scheduler) and Hot Migration • Must support scale up more than 30 nodes in the future • Must support the Backup Built-in feature • Management Software must support Centralized Control & Visibility • Management Software must support Future Scalability and Extension
2	Compute Virtualization Hypervisor <ul style="list-style-type: none"> • Must Support High Availability Between Nodes • Must Support VM Snapshot, VM Clone, VM Motion • Must Support VM Resources Automated Hot-Add • Must Support Hardware Health Check to Monitor CPU, Memory, Network Interface Card, Hard Drive and RAID Controller

Product:- Sangfor/ Huawei /Open stack/VMware

- Total 8 CPU Sockets HCI License
- 1 Year Software Upgrade & 24 x 7 Remote Technical Support backed by principal
- Onsite Configuration & Installation.

Model	Description	Qty
aSV (Compute Virtualization License per Physical CPU)	Server virtualization, HV, DRS, Automated hot Add, backup, clone	8
Software License Subscription & Technical Support for 1 Year, Upgrade License Included	Software license subscription & upgrade, upgrde license included for 1 year, CTI technical support 7*24 for 1 year	50



	Charges
Total	Rs. 838,114.00
GST	Rs. 142,479.00
Without SST Renewal Price for Next year and Year after (Per Anum)	Rs. 139,050.00
SST	Rs. 18,076.00
Grand Total per Annum	Rs. 1,137,719.00

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Hyper Converged Infrastructure Software to IBA.
- 3.3 Performance Security 5% of 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 Government treasury by the SERVICE PROVIDER. This paid Stamp Duty challan would be submitted along with the Bill / Invoice.
- 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 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 V **TERMINATION**

- 5.1 "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 VI **INDEMNITY**

- 6.1 "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 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 (a) 80% after successful deployment of acquired solution at IBA, Karachi.
- 8.2 (b) 20% remaining payment of the order value would be paid after three months from the signing of the final acceptance.

Article IX
RENEWAL

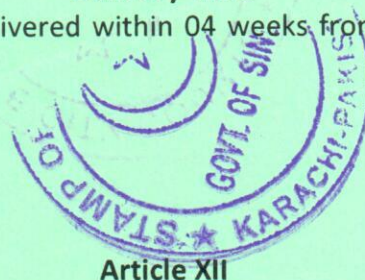
- 9.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article X
INTEGRITY PACT

- 10.1 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).
- 10.2 Without limiting the generality of the forgoing the M/s Megaplust Pakistan, 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.
- 10.3 M/s Megaplust Pakistan, 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.
- 10.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Megaplust Pakistan, 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 Megaplust Pakistan, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XI
Delivery Time

- 11.1 The solution should be delivered within 04 weeks from the date of acceptance of Purchase Order.



Article XII

[Handwritten signature]

MISCELLANEOUS

- 12.1 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.
- 12.2 The validity of the contract will be effective from the date of issue of Purchase Order.
- 12.3 All terms and conditions of Tender vide # IT/04/20-21 will be the integral part of this agreement and can't be revoked.

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

Sh 22/1/21
"IBA"
NAME: Syed Wajeeh Zaidi

CNIC # 42401-1999900-9
Address:
Head of ICT (Acting), Institute of Business
Administration Main Campus
University Road, Karachi

3. Sh
"IBA"
NAME: Syed Fahad Jawed

CNIC # 42201-925136-3
Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Focal Person IBA

Mansoor Ali

Ali
M/s Megaplus Pakistan
NAME: Muhammad Ali

CNIC# 42101-5094771-7
Address:
M44, P.E.C.H.S. Block-6
Main Razi Road off Shahra-e-Faisal,
Karachi

4. Ali
M/s Megaplus Pakistan
NAME: ARSHAD SAGRI

CNIC # 42501-7736134-1
Address: _____

