

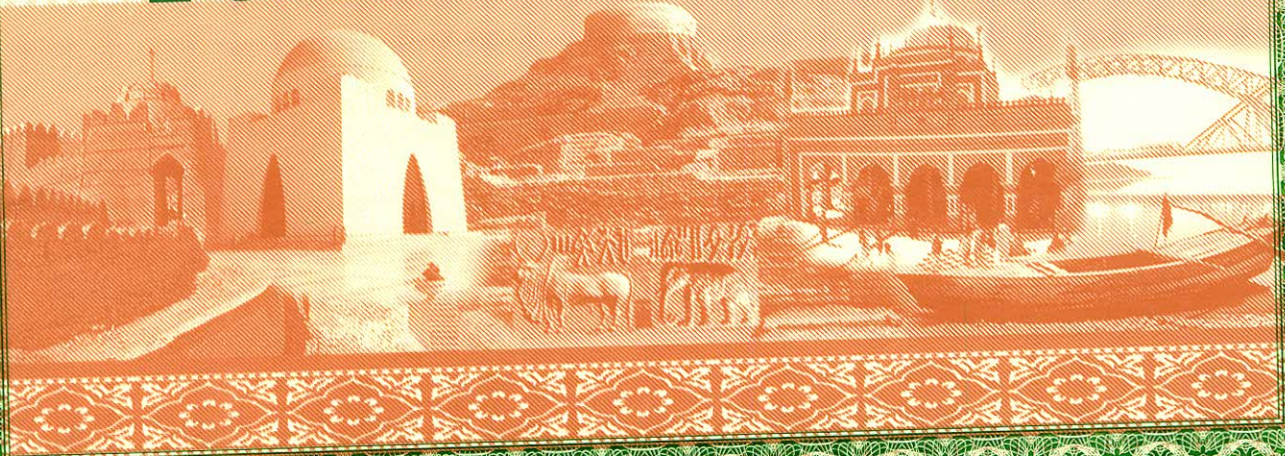
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E-STAMP



حکومت سندھ



NBP-2060-2209080001096187

GoS-KHI-6443B34CA745F613

Non-Judicial

Rs 8,035/-

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, 01:06:41 PM
Paid Through Challan	: 202289CBA9EB94AC
Amount in Words	: Eight Thousand and Thirty Five Rupees Only

Please Write Below This Line



E-STAMP



E-Stamp ID : PB-LHR-DE4ADC30A652AF0B
Stamp Type : Low Denomination
Amount : Rs 100/-

Description : CERTIFICATE OR OTHER DOCUMENT - 19
Applicant : Wateen Solutions Private Limited[00000-2086604-6]
Representative From : Authorized
Address : Walton Road, Lahore Cantt
Issue Date : 31-Mar-2022 2:11:08 PM
Delisted On/Validity : 7-Apr-2022
Amount in Words : One Hundred Rupees Only
Reason : Agreement Between Parties
Vendor Information : Chaudhry Muhammad Ramzan | PB-LHR-1256 | Tufail Road Lahore

CHAUDHRY MUHAMMAD RAMZAN
Stamp Vendor,
Tufail Road, Lahore Cantt.
Serial No 1505
This Stamp Paper is Not Issue for Any Sale
& Purchase of Property.

نوٹ: یہ ٹرانزیکشن تاریخ اجرا سے سات دنوں تک کے لیے قابل استعمال ہے۔



SERVICE LEVEL AGREEMENT
BETWEEN
WATEEN SOLUTIONS(PRIVATE) LIMITED
AND
INSTITUTE OF BUSINESS ADMINISTRATION
FOR
CISCO NETWORK SWITCHES
DATED: _____

ATTESTED
With Commissioner
LAHORE.

Handwritten signature

This agreement for maintenance, repair and replacement of cisco network switches ("Agreement") is executed at Karachi, on this day _____ ("Execution Date"),

BY AND BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION, KARACHI, acting through its Registrar, located at **Main Campus, University Enclave, Karachi**, Pakistan (hereinafter referred to as "IBA" which expression shall wherever the context so permits, be deemed to mean and include its legal representatives, executors, successors and assigns) of the first part;

AND

WATEEN SOLUTIONS(PRIVATE) LIMITED, a company incorporated and existing under the laws of Pakistan, having its regional office at **No. 603, 6th Floor, Parsa Tower, Shara-e-Faisal, Karachi, Pakistan** and head office at Main Walton Road, Opposite Bab-e-Pakistan, Walton Cantt., Lahore, Pakistan (hereinafter referred to as "**Service Provider**" which expression shall wherever the context so permits be deemed to mean and include its successors-in-interest and permitted assigns), of the second part.

(Service Provider and IBA shall hereinafter be collectively referred as "Parties" and individually as a "Party").

RECITALS

WHEREAS

- A. The Service Provider is engaged in the provision of various ICT services.
- B. The Service Provider has been awarded tender No: IT/23/20-21 under which it will provide maintenance, repair and replacement of CISCO network switches to IBA.
- C. The Parties are desirous of entering this Agreement on the terms and conditions set out herein.

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

Article I
DUTIES & SCOPE OF WORK

- 1.1 This Agreement shall commence and be effective from 23rd August, 2021 ("Effective Date") for a term of one (01) year ("Term").
- 1.2 The Service Provider will coordinate its work with Manager IT, of IBA who will assist the Service Provider in supervision of services.
- 1.3 The Service Provider will visit the Purchase Office located at Main Campus, University Enclave, Karachi as & when required with prior appointment.

- 1.4 All logistic charges will be borne by the Service Provider.
- 1.5 The Service Provider hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 1.6 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.
- 1.7 All staff of Service Provider must have CNIC and discourage work through child labor.
- 1.8 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.
 - a) The Service Provider will be responsible for the smooth functioning, fully operational and perform properly of already installed hardware as per BOQ.
 - b) The Service Provider will provide support / warranties of IT switch and components requested in BOQ.
 - c) The Service Provider will be responsible for handle level 2 and level 3 technical support issues.
 - d) The Service Provider will be responsible log ticket to CISCO Tech Support for Critical Hardware.
 - e) The Service Provider will provide backup or replacement of any hardware in case of delay in part replacement with the same or higher specification hardware.
 - f) The Service Provider will provide onsite comprehensive replacement Warranty, period of one years is mandatory which includes replacement of the Network Switch (if necessary) without any additional cost.
 - g) The Service Provider must provide backup in case of delay in delivery of relevant model, as specified above.

Article II

REMUNERATION

The total cost for the services being provided by the Service Provider under this Agreement is **Rs. 2,295,693.00 (inclusive of all taxes)**. Payment will be made at the start of each quarter by IBA. The Service Provider will submit invoice /bill to IBA's Procurement Department after acknowledgment by Manager IT.

- 2.1 The cost is inclusive of labor, transportation and/or supplies etc. **The** details of items are appended below;

Payment Terms:

Payment terms are quarterly in advance.

S. #	Product	Description	Qty	Amount
1	N9K-C9504-B3	Nexus 9504 Chassis Bundle with 1 Sup 3 PS 2 SC 4 FM 3 FT	1	2,031,587.00
2		SMARTNET 24X7 Nexus 9504 Chassis Bundle with 1 Sup 3	1	
3	N9K-C9500-SUP-CV	Nexus 9500 Supervisor slot cover	1	
4	N9K-C9504-FM	Fabric Module for Nexus 9504 chassis	4	
5	N9K-C9504-FM-CV	Nexus 9508 Fabric Module slot cover	2	
6	N9K-PAC-3000W-B	Nexus 9500 3000W AC PS Port-side Intake	3	
7	N9K-C9500-LC-CV	Nexus 9500 Line card slot cover	2	
8	N9K-C950Q-ACK	Nexus 9500 Accessory Kit	1	
9	N9K-C9504-FAN	Fan Tray for Nexus 9504 chassis Port-side Intake	3	
10	CAB-C19-CBN	Cabinet Jumper Power Cord 250 VAC 16A C20-C19 Connectors	4	
11	N9K-PAC-3000W-B	Nexus 9500 3000W AC PS Port-side Intake	1	
12	N9K-C9504-RMK	Nexus 9504 Rack Mount Kit	1	
13	N9KDK9-612I3.1	Nexus 9500 or 9300 Base NX-OS Software Rel 6.1(2)I3(1)	1	
14	N9K-SC-A	System Controller for Nexus 9500	2	
15	N9K-SELECT-SUP-A	PID to select Supervisor: N9K-SUP-A	1	
16	N9K-SUP-A	Supervisor for Nexus 9500	1	
17	N9K-X9464TX	Nexus 9500 line card 48p 1/100-T plus 4p QSFP P	1	
18	N9K-X9464PX	Nexus 9500 line card 48p 1/100 SFP+ plus 4p QSFP P	1	
19	N95-LAN1K9=	LAN Enterprise License for Nexus 9500 Platform	1	
20	SFP-10G-LR	10GBASE-LR SFP Module	4	
Total Amount				2,031,587.00
13% SST				264,106.31
Total Amount with All Inclusive of Taxes				2,295,693.31

2.2 **Liquidated damages:**

In case of breach of this Agreement IBA reserves the right to impose a penalty not exceeding 1% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.

- 2.3 The Service Provider will provide performance security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 2.4 Stamp Duty of 0.35% of the total 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.
- 2.5 Tax(es), challan(s) and/or Levy(ies), if any or additional will be paid/borne by the Service Provider as per any SRO or notifications.

Article III
ANNUAL SUPPORT & MAINTENANCE TERMS

- 3.1 Wateen will provide the following annual support and maintenance services under the Agreement:
- One (1) year maintenance support with parts, for all the equipment mentioned in clause 3.2
 - Break down call shall be attended immediately as per SLA matrix mentioned in Article 5.
 - The Service Provider will be required to ensure that maintenance personnel are readily available as and when required by IBA.
 - Back to back support for items mentioned in the BOQ from Service Provider.

Article VI
SLA TIME MATRIX

- 4.1 The Service Provider shall provide the required services as per SLA matrix given below: -

<i>Network Switch</i>	SLA Matrix for Prime Hours(9:00 am to 6:00 pm)		SLA Matrix for Non-Prime Hours(6:01 pm to 8:59 am)	
	Max. Response Time	Max. Rectification Time	Max. Response Time	Max. Rectification Time
SLA of CISCO Core Network Switch and related accessories.	1 Hour	2/6 Hours*	2 Hour	4/8 Hours**

- 4.2 Wateen is offering back-to-back Cisco smartnet, and parts will be replaced if declared faulty by the TAC Engineer as per offered smartnet which is 24X7X4.

Article V
FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 The Service Provider will keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 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 VI
ADD-ON EQUIPMENT

Any switch or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific switch shall be added in the Agreement.

Article VII
SERVICE PROVIDER'S RESPONSIBILITIES

- 7.1 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 switch down-time.
- 7.2 The schedule response time will only be applicable at Karachi.
- 7.3 It is hereby specifically agreed between the Parties that during the Term of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation of above BOQ any parts (under warranty) of the equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.
- 7.4 Hardware under manufacturer warranty will be covered as mentioned in this Agreement. Any application software/ signature and OS update/upgrade or data backup is not covered.
- 7.5 Should any critical marked hardware become faulty, it will be replaced by Service Provider within 4 hours through Cisco Smartnet.

- 7.6 Should any hardware which is not critical become faulty, it will be replaced by Service Provider within next business day whereas replacement of the faulty part will be provided in later phase accordingly for only the hardware specified in clause 3.2.
- 7.7 If Service Provider is required to replace any switch which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from IBA. IBA will be required to provide an approval or purchase order within 15 days.

Article VIII

IBA will log the complaint by sending email at ATS-TAC@wateen.com.

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)	1 Hour
Severity Level 2 (S2)	2 hour
Severity Level 3 (S3)	4 hours

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: Network out of service, hardware or 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, network or product is impacted which impedes the IBA from meeting daily production deliverables. Examples: a peripheral (tape drive), Server Hard disk is down but business can be conducted etc.

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 IX **ARBITRATION**

- 9.1 In the event of any disputes arising between the Parties, both Parties shall cooperate to amicably resolve the dispute within thirty (30) days by referring the dispute to the senior management of both Parties.
- 9.2 If any dispute cannot be settled amicably satisfactorily under the clause above, it shall be referred for the joint equitable decision by way of arbitration under the Arbitration Act, 1940 and any applicable rules made there under by two arbitrators, one to be appointed by each Party to this Agreement and in the event of no such equitable decision being available within thirty (30) days of the commencement of the arbitration, to the final decision of the Umpire, to be jointly appointed by the arbitrators before entering upon the reference. Any award made in such arbitration by the majority of the arbitrators together or by the Umpire as the case may be, shall be final and binding on the Parties for all purposes whatsoever. The venue for such arbitration shall be Lahore. Arbitration shall be a prerequisite and a condition precedent to any other action at law. Each Party shall bear its own costs under the Arbitration.

Article X **FORCE MAJEURE**

- 10.1 Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labour disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes. Inability to pay shall not be a Force Majeure Event or act of God.
- 10.2 IBA recognizes that the services may be adversely affected by natural or man-made physical structures/constructions, atmospheric conditions, natural phenomenon and other causes of interference including without limitation solar radiation, and may fail or require maintenance without notice. Service Provider shall not be liable for any disruption, interruption, suspension or termination of the services caused due to the foregoing except to the extent herein provided.

Article XI **RENEWAL**

This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and Service Provider agree to do so.

Article XII
TERMINATION

- 12.1 In case a Party commits any breach of the terms and conditions contained in this Agreement, the non-breaching Party shall have the right to terminate/suspend this Agreement by providing thirty (30) days prior notice to the breaching Party. However, if the breach is remedied by the breaching Party to the satisfaction of non-breaching Party, within the above said period the Agreement shall not be terminated/suspended by non-breaching Party.
- 12.2 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.

Article XIII
INDEMNITY

Each Party shall indemnify and hold harmless the other Party, and its shareholders, directors, officers, employees and agents, from and against all damages, costs, expenses, liabilities, claims, demands, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which either Party might be liable, in whole or in part, arising out of or related to the acts and/or omissions of the indemnifying Party and its shareholders, directors, officers, employees and agents.

Article XIV
NOTICE

- 14.1 All notices and other communications in connection with this Agreement shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party pursuant to this clause.
- 14.2 All notices required by this Agreement shall be furnished in writing by hand delivery, certified post, electronic mail and telefax to the following addresses:

Wateen Telecom Limited.

Attention:

Head of Corporate Sales
Wateen Telecom Ltd.
Opposite Bab-e-Pakistan
Main Walton Road, Lahore
Pakistan
Fax: +92 42 5787091
Email: _____

IBA

Attention:

Director Procurement,
IBA Karachi,
IBA, main Campus University road,
Karachi.

All notices shall only be effective on receipt.

Article XV
INTEGRITY PACT

- 15.1 The Service Provider affirms its intent that it has not obtained 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).
- 15.2 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.
- 15.3 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.
- 15.4 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 XVI
ESCALATION MATRIX

The Service Provider's support desk team is available 24/7 on Tel: 111-999-919. And IBA can also email us at zain.khan@wateen.com for any related query.

Department	Escalation Level 1	Escalation Level 2	Escalation Level 3
		Senior Network Engineer	Team Lead ATS
Network Switch Engineer : ATS TAC	Support Desk Team 24/7	Shamsher Ali	Farough Baig


Manager Technical IP	Tel: 111-999-919	Cell: 0320-4147349	Cell: 0321-2103734
	Ats-tac@wateen.com	Shamsher.ali@wateen.com	Farough.baig@wateen.com

Article XVII
MISCELLANEOUS

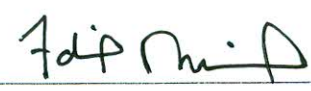
The terms and conditions of the Agreement have been read over to the Parties which they admit to be correct and abide by the same.



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



Dr. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

IBA
NAME: Dr. Muhammad Asad Ilyas
CNIC No: _____


Wateen Solutions (Private) Ltd
NAME: Adil Rashid
CNIC No: 37405-0223625-3

Address:
Registrar, Institute of Business
Administration Main Campus
University Enclave, Karachi

Address:
Suit # 603, Main Shahra-e-Faisal,
Parsa Tower, 6th Floor,
Karachi

1. 
"IBA"
NAME: Syed Fahad Jawed
CNIC No: 42201-9125136-3

2. 
Wateen Solutions (Private) Ltd
NAME:
CNIC No: 54400-7954633-3

Address:
Head of Procurement
Institute of Business
Administration Main Campus
University Enclave, Karachi

Address: 6th floor Parsa tower
KH2.

Focal Person IBA

Mr. Mansoor Ali