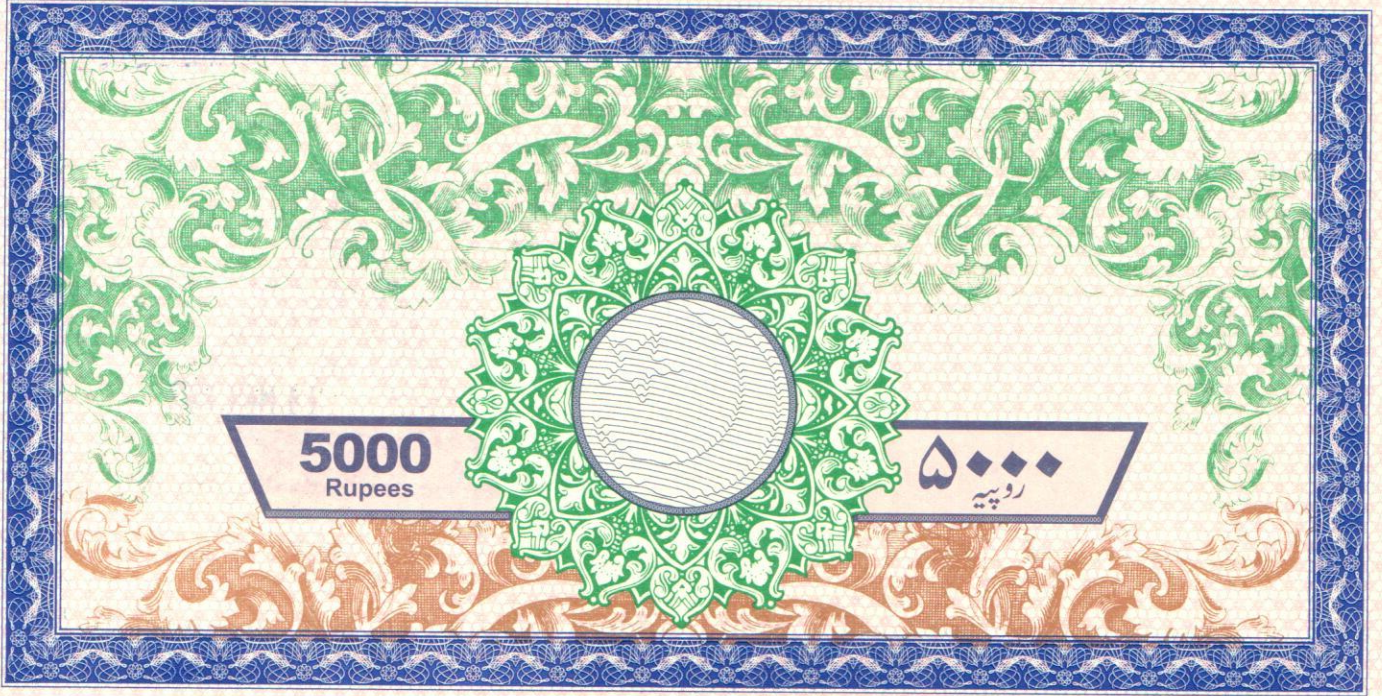


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STAMP OFFICE CITY COURT, KARACHI

Issued to MC ASIT
 CNIC/LEG No 42201-099948-3
 Vide D.S.R No. 13 DT. 28-3-22
 On behalf of Challan No. 99 DT. 28-3-22
 for the purpose of _____

28 MAR 2022
 Rs. Five Thousand Only

Entry No 13 Dt 28-3-22

28 MAR 2022

Ex Officio Vendor

AGREEMENT
Service Level Agreement for
(SANGFOR IAM & HCI Support License Renewal)

THIS AGREEMENT is executed at KARACHI, on this day March 28, 2022.

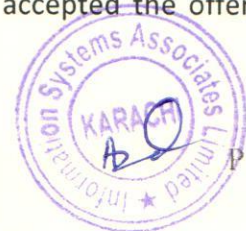
BETWEEN

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

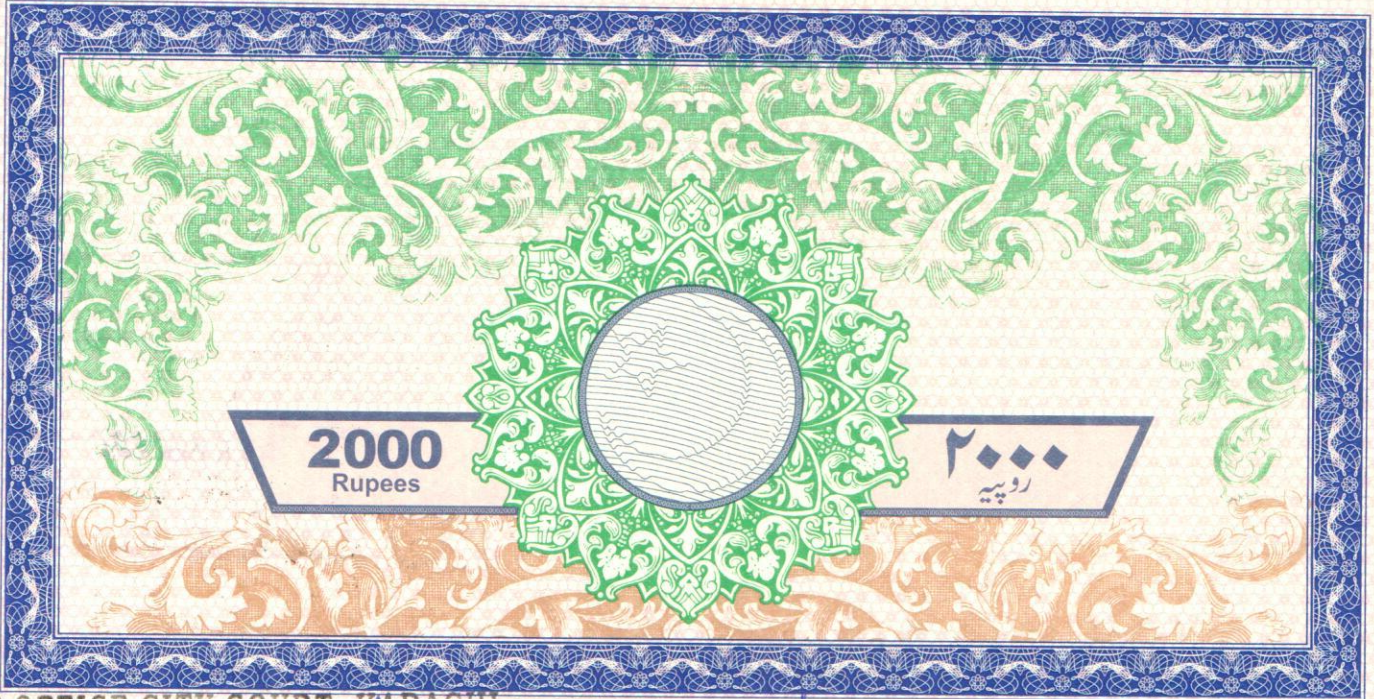
AND

M/s Information Systems Associates Ltd, having its office at # 6th Floor, Illaco House, Abdullah Haroon Road, Karachi, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through Azhar Mahmood, holding CNIC No. 42201-6401620-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA for SANGFOR IAM & HCI Support License Renewal vide tender # IT/10/21-22 for the SLA for SANGFOR IAM & HCI Support License Renewal (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA for SANGFOR IAM & HCI Support License Renewal" and "THE SERVICE PROVIDER" have offered to render all kind of SLA for SANGFOR IAM & HCI Support License Renewal including but not limited to the "SLA for SANGFOR IAM & HCI Support License Renewal" 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.



839790



STAMP OFFICE CITY COURT, KARACHI

Issued to Chohan Farid S/O Shaukat Ali Khan 28 MAR 2022CNIC/LEG No 62301996139-1Vide D.S.R. No: 18 DT: 28-3-22On behalf of Challan No 98 DT: 28-3-22for the purpose of 18 Dt 28-3-22Entry No 18 Dt 28-3-22

Rs. Two Thousand Only

28 MAR 2022

Ex Officio Vendor

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 "SLA for SANGFOR IAM & HCI Support License Renewal" discussions in respect of the same with "IBA" before the determination of SLA for SANGFOR IAM & HCI Support License Renewal to provide with any/all other relevant details for presentation to "IBA" for SLA for SANGFOR IAM & HCI Support License Renewal. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

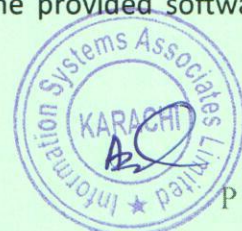
DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 "THE SERVICE PROVIDER" agrees to SLA for SANGFOR IAM & HCI Support License Renewal 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, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed SLA for SANGFOR IAM & HCI Support License Renewal.
- 1.3 "THE SERVICE PROVIDER" will visit the Procurement Department 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".



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 SLA for SANGFOR IAM & HCI Support License Renewal 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 SLA for SANGFOR IAM & HCI Support License Renewal directly on official address of IBA , Karachi to Syed Muhammad Wajeeh 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 with technical support and upgradation, further upgrade license for 24x7x365

Article III
REMUNERATION

3.1 The cost offered by the SERVICE PROVIDER is Rs. 1,958,931.84 (inclusive of all taxes) SLA for SANGFOR IAM & HCI Support License Renewal vide tender # IT/10/21-22 variation may have occurred. Details of items are appended below;

A) Sangfor IAM Support

					M/s. Information System Associates	
S.No	Type	Product Code	Product Description	Quantity	Rate	Total Amount
1	Sangfor IAM Software & Service	IOU4-1Y	M5400-AC-I, Software, Sangfor URL Database, 1 Year	1	Rs. 380,539.00	Rs. 380,539.00
2		HRTF-IAG54-1Y	Return To Factory Hardware Support Only, Sangfor M5400-AC-I, 1 Year	1		
3		STS-IAG54-1Y	Software and Technical Support Only, Sangfor M5400- AC-I, 1 Year	1		

S.No.	Type	Product Code	Product Description	Quantity	Rate	Total Amount
1	Sangfor IAM Software & Service	IOU5-1Y	M5500-AC-I, Software, Sangfor URL Database, 1 Year	1	Rs. 528,527.00	Rs. 528,527.00
2		HRTF-IAG55-1Y	Return To Factory Hardware Support Only, Sangfor M5500-AC-I, 1 Year	1		
3		STS-IAG55-1Y	Software and Technical Support Only, Sangfor M5500- AC-I, 1 Year	1		



B) Sangfor HCI Support

S.No.	Type	Product Code	Product Description	Quantity	Rate	Total Amount
1	Service	HCISS-1Y	Software license subscription & Technical Support, upgrade, upgrade license included for 1 year, CTI technical support 7x24 for 1 year.	2	Rs. 412,251.00	Rs. 824,502.00
Total Amount (A+B)					Rs. 1,733,568.00	
13% SST					Rs. 225,363.84	
Grand Total					Rs. 1,958,931.84	

- 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 SLA SANGFOR IAM & HCI Support License Renewal 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 any time after issuing a 15 days' 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

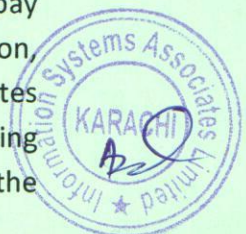
- 8.1 Payment would be made at the end of each quarter. Invoice / bill should be submitted to Procurement Department after acknowledgment by Manager IT

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 Information Systems Associates 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 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 Information Systems Associates 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 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 Information Systems Associates Ltd, 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 Information Systems Associates Ltd, 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 02 weeks from the date of acceptance of Purchase Order.

Article XII
FORCE MAJURE

12.1 THE 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 THE SUPPLIER 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 XIII
MISCELLANEOUS

13.1 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.

13.2 The validity of the contract will be effective from the date of issue of Purchase Order.


13.3 All terms and conditions of Tender vide # IT/10/21-22 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.



"IBA"
NAME: Syed Wajeeh Zaidi

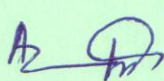
CNIC # 42401-1999900-9
Address:
Head of ICT, Institute of Business
Administration Main Campus
University Road, Karachi

3. 


"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. Mansoor Ali



M/s Information Systems Associates Ltd
NAME: Azhar Mahmood



CNIC# 42201-6401620-1
Address:
6th Floor, Illaco House,
Abdullah Haroon Road,
Karachi

4. 

M/s Information Systems Associates Ltd
NAME: Umair Naeem
CNIC # 42101-6378153-7
6th Floor, Illaco House,
Abdullah Haroon Road,
Karachi