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STAMP OFFICE CITY CAMPUS KARACHI

(RUPEES FIFTY ONLY)

Issued to M Sabir Adu
CNIC/LEG No. Hcl 8209
Vide D.S.R No. 16 DL 30-1-2020
On behalf of 319 DL 28-1-2020
for the purpose of A91
Entry No. 16

7 FEB 2020

AGREEMENT

SLA Data Center for City Campus

THIS AGREEMENT is executed at KARACHI, on this day February....20... 2020

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Computer Marketing Company (Pvt) Ltd, having its office at 306-307, Clifton Center, 3rd Floor, Kehkashan, Clifton, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Naveed Ateeq holding CNIC No. 42201-7475575-5 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA Data Center for City Campus vide tender # IT/10/19-20 for the SLA Data Center for City Campus (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA Data Center for City Campus" and "THE SERVICE PROVIDER" have offered to render all kind of SLA Data Center for City Campus (including but not limited to the "SLA Data Center for City Campus" 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.

17 FEB 2020



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

WITNESSETH

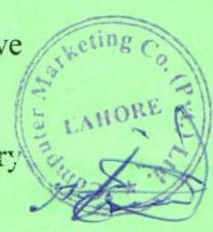
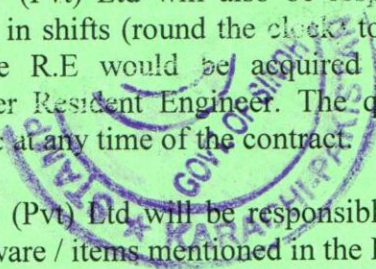
“IBA” hereby offer to appoint “THE SERVICE PROVIDER” as their official for the specific purpose of “SLA Data Center for City Campus” discussions in respect of the same with “IBA” before the determination of SLA Data Center for City Campus to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for SLA Data Center for City Campus. “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 provide of SLA Data Center for City Campus 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 Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed SLA Data Center for City Campus.
- 1.3 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, 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 “IBA” intends to outsource its maintenance support of IT Data Center established at IBA City Campus Kiyani Shaheed Road Garden Karachi. This Data Center is equipped with up-to-date IT equipment installed with a high class IT infrastructure.
- 2.2 M/s Computer Marketing Company (Pvt) Ltd will provide maintenance and support for Data Center infrastructure including All kind of civil work maintenance, internal and external power system, Electrical DB panels, Network passive cabling \ component, Electrical cable works, DG Set, Electronic doors, comfort air cooling systems including all consumables, Precision Air Conditioning System with including all consumables, Raised flooring, CCTV system, Access control system, power cabling, intelligent network patch panels, HSSD System and PDUs etc.
- 2.3 M/s Computer Marketing Company (Pvt) Ltd will also be responsible to provide resident engineers, that would work in shifts (round the clock) to provide first level support. Initially services of three R.E would be acquired with the monthly remuneration of PKR 34,640.95 per Resident Engineer. The quantity of resident engineers can be increase or decrease at any time of the contract.
- 2.4 M/s Computer Marketing Company (Pvt) Ltd will be responsible for all corrective and preventive maintenance of hardware / items mentioned in the BOQ.
- 2.5 M/s Computer Marketing Company (Pvt) Ltd will provide maintain all necessary spares to meet the SLA requirement.
- 2.6 M/s Computer Marketing Company (Pvt) Ltd will be responsible for diagnostics and resolutions for all types of faults arising in the Data Center infrastructure. If any item needs to be replaced it should be replaced by with equivalent or higher models without involving any additional cost.



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- 2.7 The duration of the contract shall be initially for one year, effective from the date of signing by all the concerned parties and further extendable on mutual consent keeping in view the Contractor's performance during the first year of the Contract.
- 2.8 Smooth Operation / Uptime of the data Center as per the Tier III standards
- 2.9 M/s Computer Marketing Company (Pvt) Ltd would be responsible for all corrective & preventive maintenance of hardware installed at City Campus Data Center.

Article III PAYMENT TERM

- 3.1 Payment would be made at the end of each quarter. Invoice / bill should be submitted to Purchase & Store Department.

Article IV REMUNERATION

- 4.1 The cost offered by the SERVICE PROVIDER is Rs. 9,039,078.00 per year (inclusive of all taxes) SLA Data Center for City Campus vide tender # IT/10/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Item No.	Requirements	Compliant Yes / No	Price
	Regular Preventive Maintenance for the following Data Center Equipment and components:		
1	26 TR PACU Liebert DS Precision cooling, air cooled unit, down blast, parallel redundant setup (2 units)	Yes	50,000.00
2	Emerson 120 KVA UPS with 40 external batteries.		
3	19 Commscope Racks with 38 Altasun Power Distribution Units(PDUs)		
4	Closed-Circuit Television (CCTV) Control System (Model		
	3 MP, IP CMOS camera (Total :18 cameras)		
5	Biometric Access Control System (KiKO Brand) Biometric and Proximity (10 units) including software and 40 " two LCDs.		
6	Raised Floor System		
7	HSSD System.		
8	Complete Electric System.		
9	Civil work including, Paint work, Door Paint, etc.		
10	The Service Provider shall render maintenance service from the notification date for the following Equipment and components.		
1	Power Components		
	1.1 Testing of Circuit breakers and switches.	Yes	933,000.00
	1.2 performs load balancing to prevent power overload and other power issue.		
	1.2.1 Study the load during the actual operation		
	1.2.2 Determine the unbalance phase load		
	1.2.3 Monitor the balanced current load		

	1.2.4 Transfer / reconfigure load to balance the phase load		
	1.3 Calibration of protective relays.		
	1.4 Perform Megger Testing		
	1.5 Identification of potential electrical problems		
	1.6 Survey and identify of high temperature excursions		
	1.7 Switchgear cleaning and inspection		
	1.8 Cleaning and tightening of all electrical connections and equipment enclosures.		
	1.9 Replacement of lighting fixture.		
	1.10 Replacement of defective power outlets and related components.		
	1.11 Updating of as-built documentation.		
	1.12 Checking of electrical connection for all DC components such as PACU, UPS, Generator Set, ATS, Access control, Video Surveillance and HSSD detector.		
2	Comm scope Racks with Altasun Power Distribution Units(PDUs):		
	2.1 Surface cleaning.		
	2.2 Check for possible defective of worn out power strips replace if necessary.		
	2.3 Check for possible defective or worn out accessories such as axial fan and door lock. Replace if necessary.		
	2.4 Provision for additional cable organizer, hooks, latch straps and pull out shelf.		
	2.5 Visual inspection of all parts of data cabinet including panels, door, rack mounting rail, caser, rack connector, cable routing panel and contilever arm.	Yes	209,150.00
	2.6 Ensure the ventilation is sufficient to cope with the heat dissipated by equipment's inside the data cabinet.		
	2.7 Checking of mounting nuts, adapter, brackets, and multifunction strut.		
	2.8 Cable harnessing.		
3	Emerson Uninterruptible Power Supply (UPS):		
	3.1 Periodic monthly maintenance services for the UPS unit and battery system to be performed on a mutually agreed schedule.		
	3.2 All the necessary spare parts or consumable items to maintain the US must be allotted from stock inventory.		
	3.3 Conduct on-site inspection of the equipment and check the integrity of any electrified hinges or similar power-transfer devices.	Yes	1,094,153.00
	3.4 Replace batteries as necessary.		
	3.5 Check current UPS installation condition. Installation should be in accordance with the manufacturer's guideline and wiring regulations.		



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	3.6 Perform appropriate preventive measures to keep the UPS in good and running condition and ensure that ventilation is capable of maintaining the DC within recommended ambient temperature and humidity.		
	3.7 Perform power failure simulation to check charging and discharging capacity of battery.		
4	Emerson Precision Air Conditioning Unit (PACU):		
	4.1 inspection and regular preventive maintenance of PACU units and ensure that it is working on optimum level.	Yes	1,430,954.00
	4.2 Check and replace worn-out parts including filters, fan belts and other consumable components.		
5	Raised Floor System :		
	5.1 Solid and perforated panel rotation for even wear	Yes	229,000.00
	5.2 Under Structure adjustments		
	5.3 Replacement of warped panels		
	5.4 Refurbish delaminated panels		
	5.5 Sub-micron filter vacuuming		
	5.6 Sealant applied to sub flooring		
	5.7 Spot cleaning to remove stains		
	5.9 Professional surface cleaning		
	5.10 Detail cleaning of entry points		
6	Samsung Brand Surveillance System		
	6.1 Check cameras in accordance with the specification and any amendment.	Yes	257,890.00
	6.2 Check indicator lamps condition.		
	6.3 Check all cables and conduit are properly supported undamaged and showing no signs of wear.		
	6.4 check the picture quality of each camera and correct monitor selection.		
	6.5 Cleaning of camera's housings and lenses.		
	6.6 check camera functions and movement and fields of view are free obstruction.		
	6.7 Check camera functions and movement and fields of view are free form obstruction.		
	6.8 Check if the NVR and DVR are recording properly.		
	6.9 Check the status of the storage if it reaches the maximum capacity.		
	6.10 Check communication and recording of all IP cameras with the NVR.		
	6.11 Check all control equipment's are up and running condition.		
	6.12 provision of spares of IP-based surveillance system as per installed model.		
7	Keico Brand Access Control System.		
	7.1 Maintenance and version updates of access control management software.	Yes	151,900.00
	7.2 Cleaning and maintenance inspection of the access control units including its peripherals such as the Door electromagnetic locks		



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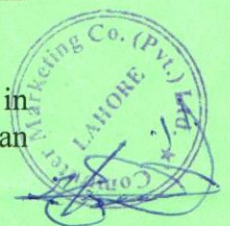
	7.3 Maintenance of Push-to-exit buttons		
8	Date Center Civil Maintenance Work	Yes	733,333.00
	8.1 Complete Paint work of all Data Center area Including Doors.		
9	Resident Engineers (Seven)		
	<p>Data Center RE's should be responsible for monitoring of all Server Room hardware equipment.</p> <ul style="list-style-type: none"> •Operate, monitor, maintain, and respond to abnormal conditions in facilities systems. Areas include: Electrical, Mechanical and Building Monitoring and Control. •Should have a good understanding of all technicalities. It will be helpful in identifying the errors and also monitoring the occurrences related to data center tasks, which shall have to be resolved as quickly as possible. •Maintain a record to keep track of all the events and logs to facilitate in submitting timely reports to the superiors. •Ability to communicate intelligently and effectively with contractors who perform maintenance or upgrade work on these systems. •Learn quickly and address issues as they arise during normal working hours or when on call. •Understand the Data Center environment and excel in customer service. •Ability to learn quickly, works autonomously, and addresses any issues that arise day or night. •A willingness to provide on-call support in case of emergencies or other off hours issues at the facilities •Strong verbal and written interpersonal skills. •Be open to all shifts. 	Yes	2,909,804.00
Grand Total			Rs. 7,999,184.00
SST			Rs. 1,039,894.00
Grand Total Amount			Rs. 9,039,078.00

4.2 A liquidity damages at the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of SLA Data Center for City Campus to IBA.

4.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".

4.4 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.

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



- 4.6 IBA, Karachi reserves right to change/alter/remove any item or article or reduce/enhance quantity without assigning any reason and contractor will abide the instruction

Article V
ARBITRATION

- 5.1 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 VI
TERMINATION

- 6.1 "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 VII
INDEMNITY

- 7.1 "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 VIII
NOTICE

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

Article IX:
SEVERABILITY

- 9.1 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 X
RENEWAL

- 10.1 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. However, Terms & Conditions of the agreement would remain same.

Article XI
INTEGRITY PACT

- 11.1 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).

- 11.2 Without limiting the generality of the forgoing the M/s Computer Marketing Company (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 procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- 11.3 M/s Computer Marketing Company (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 instrument, be stand void at the discretion of the IBA.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Computer Marketing Company (Pvt) 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 Computer Marketing Company (Pvt) Ltd, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article XII 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 Work Order.
- 12.3 The validity of the contract will be effective from 1st April, 2020 to 31st March, 2021.
- 12.4 All terms and conditions of tender vide # IT/10/19-20 will be the integral part of this agreement.

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: Imran Batada

CNIC # _____

Address:
Director, ICT Institute of Business
Administration Main Campus
University Road, Karachi

1. M. SOHAIL KHAN
Manager Purchase & Stores
Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/S Computer Marketing Company (Pvt) Ltd
NAME: Muhammad Yaseen

CNIC # 35202-2552695-3

Address:
306-307, Clifton Center,
3rd Floor, Kehkashan,
Clifton, Karachi

2. Naveed Aleen
Rauf

CNIC# 42201-7475575-5

Address: 307, 307, 3rd floor, Clifton Center
Kehkashan Clifton Karachi