



KASHIF RAZA STAMP VENDOR
Licence No. 02 G-14, Spanish Homes
Phase-1, D.H.A., Karachi,

11 JAN 2019

S.No. 2955 Date
Issued To With Address.....
Through With Address..... MUHAMMAD SABIR
Purpose..... Advocate HC/8309/Khi
Value Rs. 1000 Attached
Stamp Vendor's Signature.....
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

AGREEMENT Providing SMS Services

THIS AGREEMENT is executed at KARACHI, on this day January 15th 2019.

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.

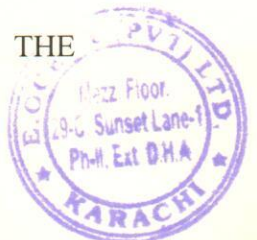
AND

M/s E.Ocean (Pvt.) Ltd, having its office at # 29-C, Mezzanine Floor, Sunset Lane 01, DHA II Ext. 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 Mr. Sibtain Raza, holding CNIC No. 42101-0869404-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Providing SMS Services vide tender # IT/14/18-19 for the Providing SMS Services (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Providing SMS Services" and "THE SERVICE PROVIDER" have offered to render all kind of Providing SMS Services (including but not limited to the "Providing SMS Services" 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:

Imran Batada



WITNESSETH

“IBA” hereby offer to appoint “THE SERVICE PROVIDER” as their official for the specific purpose of “Providing SMS Services” discussions in respect of the same with “IBA” before the determination of Providing SMS Services to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Providing SMS Services. “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 Providing SMS Services 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 Manager IS, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed Providing SMS Services.
- 1.3 This Agreement shall be in effect from January 15, 2019 for 01 year and will renew on mutual constant.
- 1.4 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, 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 Providing SMS Services in accordance with the Description & Specification.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores “IBA” as & when required, after prior notice of at least two days.
- 2.3 “THE SERVICE PROVIDER” must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.4 “THE SERVICE PROVIDER”, will provide the Providing SMS Services directly on official address of IBA , Karachi to Muhammad Danish Khan at his email address mdanish@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 THE SERVICE PROVIDER will be responsible for the smooth functioning of already installed Hardware as per BOQ.

a. Sending SMS (Push Service)

- i. The SMS are generated by making a dynamic query on the database through an ODBC interface.
- ii. The information is converted into SMS and stored in MSSQL Server / MySQL / Oracle DB for future usage. A rule engine application runs on specific time to complete the task.
- iii. The MSSQL / MySQL / Oracle database is periodically checked (e.g. every 1 or 2 minutes or less) for outbox messages. New messages are sent automatically.
- iv. The platform can also be configured to send event based messages.
- v. THE SERVICE PROVIDER to use standard Http /Https port for sending bulk SMS. For high security service provider must also supports SSL layer for transferring information.
- vi. SMS API must have compatibility with all Applications.
- vii. SMS API should be easily configurable to run with other PHP based custom applications as per our requirement.
- viii. THE SERVICE PROVIDER to ensure delivery of SMS to mobile operators without any delay.
- ix. Minimum throughput of 1000 SMS per minute.

b. Receiving SMS (Pull Service)

- i. Incoming SMS can be sent by mobile phones on a virtual number provided by service provider.
- ii. Virtual numbers could be SHORT CODE (4 Digit number) or LONG CODE (10 Digit Virtual GSM Number).
- iii. Charges for replying SMS will not be deducted from users.
- iv. Masking Code for SMS

c. Web Based SMS Portal

- i. Must offer Interactive and Intuitive Graphical User Interface.
- ii. Send one SMS to multiple mobile numbers or address-book contacts (Bulk SMS feature).
- iii. Get Delivery or Failure status for each message.
- iv. Feature for scheduling SMS jobs to send SMS after office hours or early morning without user intervention.
- v. Create, Edit, Reply, Forward, Export, Delete or Send SMS messages.
- vi. Portal should enable Administrator to design and configure Polls to collect data from Users via SMS. (Graphical Reports and Dashboard must be available to view the Statistical Reports for the Polls).



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- vii. Use familiar MS outlook like user interface. Should have Outbox and Sent Items folders.
- viii. Mail Merge sort of Functionality to send same SMS to multiple users with their respective Title Name, Designation, User ID etc
- ix. All the possible exceptions have to be handled.
- x. Send SMS messages to user-defined groups of individuals.
- xi. Feature to Import Contacts through CSV or Excel files.
- xii. Reports and Dashboards to view sent/received/pending status of SMS.
- xiii. Statistical reports for utilization of local and international SMS.

d. Service Delivery Attributes

- i. THE SERVICE PROVIDER will ensure a high quality of service. Servers deployed should have in-built redundancy and failover mechanism. The service provider should have operational connectivity agreements with mobile operators globally.
- ii. THE SERVICE PROVIDER will provide IBA, Karachi with documentation in the form of User Guides to run the Application smoothly.
- iii. THE SERVICE PROVIDER will undertakes that it shall not disclose, divulge or reveal any information, including the mobile number and the text of SMS sent and shall ensure that all the data of IBA, Karachi is kept secret and confidential at all times.
- iv. THE SERVICE PROVIDER would provide technical support on all working days over the phone and email. For the same, IBA, Karachi would be provided with a contact number and a contact mail id at which the contact person can get in touch in case of any problems with regard to the service of sending/receiving SMS.

M. D. J. ✓



Article III
REMUNERATION

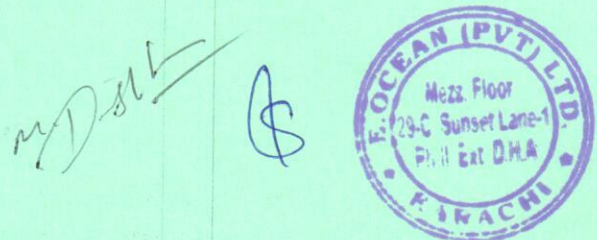
- 3.1 The cost offered by the SERVICE PROVIDER is Rs. 320,000.00 (inclusive of all taxes) Providing SMS Services vide tender # IT/14/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

S. #	Description	Quantity	Rate per SMS (Local)	Rate per SMS (International)	Amount
1	Rates are invited from reputed companies for Cloud based Web SMS Application Portal & SMS API for two way SMS communication supporting Local/International SMS.	700,000 Local SMS	0.20		140,000.00
		60,000 International SMS		3.00	180,000.00
Total			Rs. 320,000.00		
SST			Included		
Total Amount			Rs. 320,000.00		

- 3.2 A liquidity damages a 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 Providing SMS Services to IBA.
- 3.3 Performance Security 5% of total amount of Work 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:
INTEGRITY PACT

- 8.1 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).
- 8.2 Without limiting the generality of the forgoing the M/s E. Ocean, 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.
- 8.3 M/s E. Ocean, 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.
- 8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s E. Ocean, 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 E. Ocean, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

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Article IX:
MISCELLANEOUS

- 9.1 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.
- 9.2 The validity of the contract will be effective from the date of issue of Purchase Order.
- 9.3 All terms and conditions of tender vide # IT/14/18-19 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: Imran Batada

CNIC # _____

Address:

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

1. _____

CNIC # _____

Address: _____

M/S E. Ocean

NAME: Sibtain Raza

CNIC # 42101-0869404-3

Address:

29-C, Mezzanine Floor,
Sunset Lane 01, DHA II Ext.
Karachi

2. _____

NAME: Asif Iqbal

DESIGNATION: Head of Finance

CNIC#42000-0515141-3

Address: 29-C, Mezzanine Floor,
Sunset Lane 01, DHA II Ext.
Karachi

