



SND-0311-2260271533

GoS-KHI-40D62DEF6AB7F4FC

Non-Judicial**Rs 84,278/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [27024407]
Contractor	: Commtel [36575143]
Applicant	: Abdul Qadir [42000-0000000-0]
Stamp Duty Paid by	: Commtel [36575143]
Issue Date	: 05-Mar-2024, 01:11:56 PM
Paid Through Challan	: 2024EA109855A513
Amount in Words	: Eighty Four Thousand Two Hundred and Seventy Eight Rupees Only

Please Write Below This Line

AGREEMENT**Provide, Supply and Install Network Core Switches on C&F Basis**THIS AGREEMENT is executed at KARACHI, on this day March 5, 2024.**BETWEEN**

M/s Institute of Business Administration, Karachi through its Registrar, 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. Commtel, having its office on the **C-37, Block-4, Clifton, Karachi**, hereinafter referred to as THE SUPPLIER (which expression shall wherever the context so permits deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Nabeel Jan Barlas**, holding CNIC No. 42101-1391326-3 on the SECOND PART.

WHEREAS IBA intends to obtain a Provide, Supply and Install Network Core Switches vide tender # IT/22/23-24 up to the entire satisfaction & handing over the material(s) to the IBA having accepted the offer in a finished form complete in all respect.

Provide, Supply and Install Network Core Switches on C&F Basis on C&F Basis vide tender # IT/22/23-24



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

WITNESSETH

IBA hereby offer to appoint THE SUPPLIER as their supplier for the specific purpose of "Provide, Supply and Install Network Core Switches" vide tender # IT/22/23-24. THE SUPPLIER hereby agrees to the offer of the IBA in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 THE SUPPLIER agrees to Provide, Supply and Install Network Core Switches on C&F Basis to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SUPPLIER will coordinate their work with the Manager IT, of the "IBA" who will assist "THE SUPPLIER" in the supervision of the proposed Provide, Supply and Install Network Core Switches on C&F Basis.
- 1.3 "THE SUPPLIER" hereby agrees to accept the variation, if occurred, in the scope of supply with mutual consent on approved cost/price/charges/amount inclusive of all taxes and levies.
- 1.4 All equipment mentioned in the Purchase Order will be delivered new, in packed condition directly to the location, as per the discretion of IBA. If the equipment delivered is not conforming to the specifications and Bill of Quantity, the equipment will not be accepted.
- 1.5 "THE SUPPLIER" will provide Assurance on Rs. 100/- valued stamp paper that the item Supply of Network Core Switches of HUAWEI brand in required quantity is not smuggled from any country(ies) / source(s) and not refurbished/reconditioned/remoulded etc.
- 1.6 This Agreement shall be in effect from February 29, 2024 for a 5-years and subject to THE SUPPLIER inspection of the service to ensure that they are in working order.
- 1.7 THE SUPPLIER will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with a prior appointment.
- 1.8 All logistic charges will be borne by THE SUPPLIER.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SUPPLIER hereby agrees and acknowledges the periodic supervision of the supplies and to check the Provide, Supply and Install of Network Core Switches under the Description & Specification.
 - 2.1.1 Onsite comprehensive warranty for five years
 - 2.1.2 Technical support and upgrade.
 - 2.1.3 Included mentioned and necessary software with licenses and support.
- 2.2 THE SUPPLIER will be responsible for the smooth and full-fledged functioning of hardware included in the SLA as per the BoQ, during its effective period.
- 2.3 THE SUPPLIER shall be responsible for providing five years of services.

- 2.4 The scope of this agreement, and its subsequent order, is to provide Supply, installation, Support/warranties (five years) of equipment and components with transport and labour charges included in the BoQ.
- 2.5 THE SUPPLIER will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- 2.6 24x7 on-site support with 2 hrs initial response time.
- 2.7 24x7 on-site support with 4 hrs turnaround time.
- 2.8 THE SUPPLIER should be responsible for handling level 2 and 3 technical support issues.
- 2.9 THE SUPPLIER must provide backup in case of delay in delivery of the relevant model, as specified in BoQ.
- 2.10 The onsite comprehensive replacement warranty period of 5 years is mandatory which includes replacement of the Equipment included in BoQ (if necessary) without any additional cost.
- 2.11 THE SUPPLIER will provide backup or replacement of any hardware with the same or higher Specification. Equipment of lower specification will NOT be accepted.
- 2.12 THE SUPPLIER will provide backup in case of delay in delivery of the relevant model, as specified above.
- 2.13 The onsite comprehensive replacement warranty period of 05 years is mandatory which includes the replacement of the Network Core Switches (if necessary) without any additional cost.
- 2.14 THE SUPPLIER 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.
- 2.15 No pirated/forged/tampered material would be accepted. In a later stage/period, if found, THE SUPPLIER would be penalized according to the prevailing rules of the country.
- 2.16 The necessary service support should be provided by THE SUPPLIER during the agreement period.
- 2.17 If the problem is not solved within the agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SUPPLIER is also bound to arrange at least 15% of the hardware inventory as a backup in Company Office.
- 2.18 THE SUPPLIER 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 the use of the service(s) or any part thereof.
- 2.19 THE SUPPLIER shall provide upgrades of the equipment during the contract period without any extra cost to IBA.
- 2.20 THE SUPPLIER shall provide onsite support.
- 2.21 All faulty parts are covered under this agreement to be replaced with OEM/Compatible parts.
 - 2.21.1 Physical inspection of complete equipment.
 - 2.21.2 Performance tests and adjustments.

- 2.21.3 Performance engineering modification and changes, if recommended by IBA.
 - 2.21.4 Responsible for the smooth functioning of already installed Hardware as per BOQ.
 - 2.21.5 Equipment is fully operational and performed properly and meets SBD's Requirements.
 - 2.21.6 The scope of the project is to provide warranties for all IT equipment and components requested in BOQ.
 - 2.21.7 Responsible to respond to events on an urgent basis.
 - 2.21.8 Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low-specification hardware.
 - 2.21.9 Provide Backup in case of delay in part replacement.
 - 2.21.10 Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
 - 2.21.11 The SUPPLIER will sign a Service level agreement (SLA) with parts initially for five years, an extension of which shall be dependent on satisfactory performance for the previous year(s).
 - 2.21.12 THE SUPPLIER must have a team of technically qualified staff on payroll for providing repair & maintenance services.
 - 2.21.13 THE SUPPLIER bound to all defective items shall be replaced with the new and same brand.
 - 2.21.14 The country for this procurement is Pakistan. THE SUPPLIER can not supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the countries i.e., INDIA & ISRAEL.
 - 2.21.15 Shipping will be made by the supplier preferably through the National Vessel/Airline. Shipment by INDIA nor ISRAELI Vessel/Airline is not allowed. The partial shipment of stores shall not be allowed; the complete stores will be shipped as one consignment.
 - 2.21.16 Head of Procurement in the coordination of the technical department will inspect the items as per specifications after arrival at the Stores and will carry out necessary testing of equipment and render a **Certificate of Correctness**. Material of this order is subject to final inspection from the Competent Authority Technical Team at the time of delivery.
 - 2.21.17 All Equipment shall be individually packed in standard packing provided by the manufacturer for onward transportation and delivery. Any item damaged during transportation will be replaced by THE SUPPLIER at their own cost.
- 2.22 "THE SUPPLIER" will be responsible to maintain secrecy/ confidentiality of information /Data shared during all stages of the Contract.
- 2.23 The ownership of all products and services rendered under this contract will be the sole property of IBA, Karachi.

Article III REMUNERATION

- 3.1 The cost offered by THE SUPPLIER is USD 85,970 (on a C&F basis) for the Provide, Supply and Install Network Core Switches on C&F Basis and five years advanced replacement 8x5xNBD warranty for hardware with 24 Hours Technical Assistance Support vide tender # IT/22/23-24 variation may occur. The total cost includes the Cost & Freight of Goods, Insurance charges, and Charges for Custom Clearance at Karachi Port Seller's LC charges.

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S. No	Description	Qty	Unit Price	Total Amount
1	Huawei Network Core Switches Cloud Engine S5735-L48P4XE-A-V2 (C13_Britain) S5700 Series Ethernet Switches			
	Mainframe Series: S5735-L, 98012120 S5735-L48P4XE-A-V2 (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, 1*AC power)	5	1,252/-	6,262/-
	Software 88037BNM S57XX-L Series Basic SW, Per Device	5	81/-	404/-
2	Huawei Network Core Switches CloudEngine S12700E-4(C19_Britain) S12700E Agile Switch			
	Assembly Chassis Basic Configuration, 2115869, S12700E-4	1	2,467/-	2,467/-
	Main Control Unit 03034DCK-001, S12700E	2	1,879/-	3,759/-
	Switch Control Unit 03033ERD-002 S12700E Fabric Unit H(X1)	2	3,859/-	7,719/-
	Centralized Monitoring Board 03030NWB	1	114/-	114/-
	Interface Card 48-Port 10GE SFP+ (X6E,SFP+) 10GBASE-X, 03033BAH-002	1	4,225/-	4,225/-
	Interface Card 24-port 100M/1G/2.5G/5G/10G and 24-port 100M/1G (X6E,RJ45) 100M/1/2.5/5/10G BASE-T, 03034DGS-003	1	3,940/-	3,940/-
	Interface Card 12-port 40GE QSFP+ (X6E,QSFP+) 40G BASE-X, 03034DHG-002	1	5,060/-	5,060/-
	Power Module 02312FFP-001, 3000W AC (Black)	3	503/-	1,509/-
	Software 88037BNR, S12700E Series Basic SW, Per Device	1	1,544/-	1,544/-
	Optical Transceiver 10GE-SFP+, 02313URC Multi-mode Module (850nm, 0.3km, LC)	30	92/-	2,771/-
	Optical Transceiver 10GE-SFP+, 02313URK, Single-mode Module (1310nm, 10km, LC)	20	338/-	6,753/-
	Optical Transceiver 40GE-QSFP+, 02313URU 40GBase-eSR4, QSFP+, 40G, Multi-mode Module (850nm, 0.3km, MPO) (connecting to one QSFP+ or four SFP+)	6	355/-	2,132/-
	Optical Transceiver 40GE-QSFP+, 02313URY 40GBase-LR4, QSFP+, 40G, Single-mode Module (1310nm, 10km, LC)	6	2,130/-	12,779/-
	Extension Guide Rail 48-Port Card 21242246	1	35/-	35/-
3.	Interface Card S12700E Agile Switch	1	5,205/-	5,205/-

	10GBASE-X, 03033BAH-002 48-Port 10GE SFP+ (X6E,SFP+)			
4.	License CloudEngine S5735-L48P4XE-A-V2(C13_Britain)_LAN-SW S5700 Series Ethernet Switches 88134UGQ-2L7 S5735-L48P4XE-A-V2 (48*10/100/1000BASE-T ports, 4*10GE SFP+ ports, 2*12GE stack ports, PoE+, 1*AC power)_Co-Care Standard S5735-L48P4XE, 60Month(s) (1yr x 5)	5 years	454/-	2,268/-
5.	License CloudEngine S12700E-4(C19_Britain) V200R022_Core-SW S12700E Agile Switch 88134UHD-44L S12700E-4 Assembly Chassis_Co-Care Premier S12700E-4 Chassis 60 Month(s) (1yr x 5)	5 years	3,402/-	3,402/-
6.	License CloudEngine S12700E-4(C19_Britain) V200R022_Core-SW S12700E Agile Switch 88134UHD-45A 48-Port 10GE SFP+ interface card (X6E,SFP+)_Co-Care Premier S12700 48-port 10GE SFP+ interface card (X6E, SFP+) 60 Month(s) (1yr x 5)	5 years	2,831/-	2,831/-
7.	License CloudEngine S12700E-4(C19_Britain) V200R022_Core-SW S12700E Agile Switch 88134UHD-50X 24-port 100M/1G/2.5G/5G/10G and 24-port 100M/1G interface card (X6E,RJ45)_Co-Care Premier 24-port 10GE or 24*10G-T+24GE-T interface card 60 Month(s) (1yr x 5)	5 years	1,497/-	1,497/-
8.	License CloudEngine S12700E-4 (C19_Britain) V200R022_Core-SW S12700E Agile Switch 88134UHD-50Y 12-port 40GE QSFP+ interface card (X6E,QSFP+)_Co-Care Premier 12-port 40GE QSFP+ interface card (X6,QSFP+) 60 Month(s) (1yr x 5)	5 years	1,905/-	1,905/-
9.	License 48-Port Card V200R022_Site1 S12700E Agile Switch 88134UHD-45A 48-Port 10GE SFP+ interface card (X6E,SFP+)_Co-Care Premier S12700 48-port 10GE SFP+ interface card (X6E,SFP+) 60Month(s) (1yr x 5)	5 years	2,831/-	2,831/-
10.	One-time installation, configuration, integration & implementation Services	1	1,000/-	1,000/-
11.	Onsite Local Support & Response (1yr x 5)	5 years	1,500/-	1,500/-
Total Amount (please refer to Article "Instruction" clause "i") (C&F Foreign Currency)			Currency: USD	83,730/-
Sales Taxes			(if applicable)	2,240/-
Additional Sales Taxes			(if applicable)	
Grand Total Amount in Foreign Currency				85,970/-

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3.2 Liquidity damage @ 2% per month of the total agreed payment as per Purchase Order, of the total cost, will be imposed in case of delayed completion. "THE SUPPLIER" have to complete the required tasks as per the schedule.

3.2.1 In case of breach of SLA calculation will be done as per the table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of SLA.

3.2.2 In case of delay in service, provisioning Liquidated Damages will be Calculated and imposed as per the following table;

Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

3.3 Performance Security 5% of the total amount of Purchase Order will be provided by "THE SUPPLIER".

3.4 Standard sets of General toolkit/accessories supplied with equipment shall be provided by "THE SUPPLIER" with no additional cost.

3.5 Stamp Duty @ 0.35% of the cost of transaction/work order will be deposited in the Government treasury by THE SUPPLIER.

3.6 If any tax exemptions, reduction, allowances, or privileges may be available to "THE SUPPLIER" in Pakistan, the IBA shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

3.7 No increase in the value of the above-mentioned items will be accepted on account of either unit price, total price, any or all other charges, duties, taxes, the scope of supply and or any other head of account shall be allowed.

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

3.9 LC charges (client-side) and Import Duties & Taxes (where applicable) will be borne by IBA, Karachi. However, THE SUPPLIER will pay import duties & taxes and bill separately to IBA as reimbursable expenses upon presentation of proof of payment.

3.10 IBA shall open 180 days Usance LC. LC charges (client-side) will be borne and paid by IBA, Karachi.

3.11 IBA being is exempt from the whole of customs duties (specified in the First Schedule to the Customs Act, 1969 (IV of 1969)), and the whole of sales tax on the goods imported in the name of IBA Karachi. IBA shall provide the necessary documentation to claim the exemption.

3.12 "THE SUPPLIER" should clearly indicate the name and full address of their principals/authorized distributor in whose favor LC shall be opened. In case of distributor, the authorization certificate from Principal for specific bid shall be obtained.

3.13 THE SUPPLIER is responsible for transportation of complete consignment to IBA, Karachi premises. This would include the cost of labour for unloading consignment to the designated warehouse. Labour will be provided by THE SUPPLIER.

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- 3.14 The ownership of all products and services rendered under any contract arising because of this tender will be the sole property of IBA, Karachi.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of Provide, Supply and Install Network Core Switches on C&F Basis shall include the following activities:
- 4.1.1 5 years maintenance support with parts, for all the equipment listed in BoQ.
 - 4.1.2 THE SUPPLIER will be required to undertake SLA of Provide, Supply and Install Network Core Switches on C&F Basis with support and maintenance and related components as follows:
 - 4.1.3 Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
 - 4.1.3.1 Break down calls shall be attended to immediately as per SLA.
 - 4.1.3.2 Corrective maintenance of equipment whenever called upon by the IBA.
 - 4.1.4 THE SUPPLIER will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - 4.1.5 Back to back support for items mentioned in the BOQ from the principal.

Article VI

FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 THE SUPPLIER shall 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 VII

DATA PROTECTION

- 6.1 In addition to and notwithstanding any other right or obligation arising under this Agreement THE SUPPLIER shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuses, and that only THE SUPPLIER personnel designated for the purpose of Services have access to the Data.
- 6.2 THE SUPPLIER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- 6.2.1 Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
 - 6.2.2 use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in

connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and

- 6.2.3 not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to THE SUPPLIER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
- 6.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
- 6.2.5 take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of THE SUPPLIER (or of any of THE SUPPLIER's sub-contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead THE SUPPLIER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- 6.2.6 consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at THE SUPPLIER's cost) unless THE SUPPLIER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- 6.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 6.2.8 THE SUPPLIER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom THE SUPPLIER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VII

ADD-ON EQUIPMENT

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

Article VIII

THE SUPPLIER'S RESPONSIBILITIES

- 8.1 THE SUPPLIER will make all reasonable endeavours 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 equipment downtime.
- 8.2 Parts will be replaced as per the agreed terms of the contract.
- 8.3 Response time will be 4 hours via telephone, email or engineer visit.
- 8.4 The engineer's visit time will be 9:00 AM to 4:00 PM during business hours.

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- 8.5 The equipment pickup time will be 9:00 AM to 4:00 PM.

Article IX

THE SUPPLIER'S OUT-OF-SCOPE RESPONSIBILITIES

- 9.1 Burnt/damaged parts replacement.
- 9.2 In terms of damage THE SUPPLIER's Engineer will inform IBA Staff at his premises and in terms of the burnt report will share IBA within 02 working days.
- 9.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article X

SERVICES / OBLIGATIONS OF THE SUPPLIER

- 10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, THE SUPPLIER shall be responsible for parts replacement and installation, of all or 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's warranty.
- 10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ are also covered.
- 10.4 Under this agreement, any hardware that becomes faulty will be replaced by THE SUPPLIER-provided backup to operate the environment within the next business day whereas replacement of the faulty part will be provided in a later phase accordingly.
- 10.5 If THE SUPPLIER is required to replace any equipment which is not repairable or damaged or not covered under warranty, then THE SUPPLIER will submit an estimated cost for approval from the Client. The client will be required to provide an approval or purchase order within 15 days.
- 10.6 THE SUPPLIER will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides a detailed description of how to log a call and its works.

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Article XI
Operations & Maintenance (O&M) Support

11.1 The following shall be provided to IBA:

Number of Months	Service description
12 x 5 months	<p><u>24x7x4</u></p> <p>THE SUPPLIER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SUPPLIER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE SUPPLIER concerned technical personnel will reach the site / remote login / VPN /Telnet for troubleshooting the problem registered through the support call logging procedure.</p> <p>During the O&M, THE SUPPLIER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.</p> <p>Support Levels Description:</p> <p>Level 1: THE SUPPLIER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: THE SUPPLIER engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.</p> <p>Level 3: THE SUPPLIER engineer will engage a Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for troubleshooting the problem. If required, THE SUPPLIER Technologies engineer will open a TAC case and engage support till the rectification of the problem.</p> <p>Business-critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / THE SUPPLIER personnel.</p>

Article XII
Call Logging System

12.1 To lodge a complaint CUSTOMER can contact THE SUPPLIER's Support desk by phone or by email, once a complaint is lodged.

Email: info@commtel.ae

Call at: 02135879927 Ext. _____

Non-Working Hours / Holidays:

Name: Hafiz Adnan Jameel

Number: +92 301 8112927

Email: adnan.jameel@commtel.ae

12.2 Reporting Service Call While reporting a service call a user/manager must provide the following information to THE SUPPLIER's helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
- (b) Model and the serial number of machines/devices.
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log "Ticket Number"

12.2.1 Based on its expertise and knowledge THE SUPPLIER has categorized all problems into 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by a specific predefined resource/team. This response time varies as per the Escalation Level of that problem at that given time.

12.2.2 In case IBA informs THE SUPPLIER of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on THE SUPPLIER ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.

12.2.3 THE SUPPLIER support structure defines the problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to the 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case the support team at the previous level failed to resolve the problem within predefined timelines.

12.3 Hours of Coverage:

THE SUPPLIER will provide maintenance and support on a 24x7 basis.

12.4 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 Hours
Severity Level 3 (S3)	4 Hours

Severity Levels: THE SUPPLIER and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

12.4.1 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.

12.4.2 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.

12.4.3 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 XIII
ARBITRATION

13.1 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 hereof 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.

COMMITEL

Article XIV
TERMINATION

14.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15 day's notice.

Article XV
INDEMNITY

15.1 "THE SUPPLIER" in its 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 SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" which disturbs or damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article XVI
NOTICE

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

16.2 If the Agreement or encounters conditions impeding the timely performance of any of the obligations, under the contract, at any time, the Supplier shall, by the written notice served on the IBA promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the IBA shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the "Supplier", extend the Agreement's time for performance of its obligations under the Agreement

Article XVII
PAYMENT TERM

17.1 All payments will be made through LC in the name of the Principal / Authorized Distributor.

17.2 LC value will be released on 90 days usance terms and issuance of Acceptance Certificate after delivery of goods at IBA, Karachi premises. In case there is any delay in shipment beyond the LC period, the vendor would provide the necessary guarantee.

Article XVIII
DELIVERY TIME

18.1 8 to 12 weeks from the LC establishment

Article XIX
RENEWAL

19.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and THE SUPPLIER agree so.

Article XX
SEVERABILITY

20.1 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.

COMMITTEL

Article XXI
INTEGRITY PACT

- 21.1 Its intention is not to obtain the Provide & Supply 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).
- 21.2 Without limiting the generality of the forgoing the M/s Commtel 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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.
- 21.3 M/s Commtel 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 instruments, be stand void at the discretion of the IBA.
- 21.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE SUPPLIER 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 SUPPLIER as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Article XXII
MISCELLANEOUS

- 22.1 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.
- 22.2 The validity of the contract will be effective from the date of issue of the Letter of Award (LoA).
- 22.3 All terms and conditions of Tender vide # IT/22/23-24 will be an integral part of this agreement and can't be revoked.

COMMTTEL


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, Karachi

Dr. Muhammad Asad Ilyas

Registrar

CNIC # 42301-4497722-9

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

M/s. Commtel

Saad Alam

Director Sales and Operation

CNIC # 42501-1464005-3

Address:

C-37, Block-4, Clifton, Karachi

WITNESS:

1.

IBA, Karachi

Syed Fahad Jawed

Head of Procurement

CNIC # 42201-9125136-6

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

2.

M/s. Commtel

Mujeeb Mirza

SLA Coordinator

CNIC # 42201-6890252-9

Address:

C-37, Block-4, Clifton, Karachi

Focal Person IBA Mr. Mansoor Ali