

NBP-0009-2305240002392943

GoS-KHI-09DF62C17B77F734

Non-Judicial

Rs 3,222/-

Description : Contract - 15(a)
 Principal : INSTITUTE OF BUSINESS ADMINISTRATION IBA [27024407]
 Contractor : E OCEAN PVT LIMITED [43592805]
 Applicant : WAJHID SHAHZAD [42201-7567203-5]
 Stamp Duty Paid by : E OCEAN PVT LIMITED [43592805]
 Issue Date : 24-May-2023, 01:58:46 PM
 Paid Through Challan : 202313C4752EAB62
 Amount in Words : Three Thousand Two Hundred and Twenty Two Rupees Only

Please Write Below This Line

SLA for SMS Services

THIS AGREEMENT is executed at KARACHI, on this day May 24th, 2023.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Enclave, 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

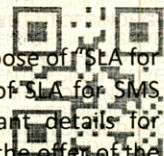
M/s E-Ocean Private Limited, having its office at # 29-C, Mezzanine Floor, Sunset Lane 01, DHA II Ext. Karachi, hereinafter referred to as **"SERVICE PROVIDER"** (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its authorized representative Mr. Sibtain Raza, holding CNIC No. 42101-0869404-3 on the **SECOND PART**.

WHEREAS IBA intends to obtain SLA for SMS Services vide tender # IT/17/22-23 up to the entire satisfaction to the IBA having accepted the offer in a finished form complete in all respect.

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 SMS Services" discussions in respect of the same with "IBA" before the determination of SLA for SMS Services to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for SLA for 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 SLA for 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 SLA for SMS Services.
- 1.3 "THE SERVICE PROVIDER" will visit the Purchase Offices 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 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 Head of Procurement "IBA" as & when required.
- 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 SLA for 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 scope of this application covers two-way SMS communication to enable application users to send and receive SMS from customers of Local / International cellular service.
- 2.8 Invoice will be generated on usage of SMS and Service Provider is responsible to provide softcopy of detailed logs with invoice.
- 2.9 The Services Provider will not increase the rates during this contract.
- 2.10 Service Description:
 - a. **Sending SMS (Push Service)**
 - i. SMS masks & shortcodes will be provided by service provers for sending Transactional and Promotional messages.
 - ii. Service provider to use standard HTTP/HTTPS port for sending bulk SMS. For high-security service providers must also support the SSL layer for transferring information.
 - iii. SMS API must have compatibility with all Applications.
 - iv. SMS API will be provided by the service provider for sending SMS through web and desktop applications using programming languages like PHP, .Net, Java etc.
 - v. Service Provider to ensure delivery of SMS to mobile operators without any delay.
 - vi. 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 the 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 an Interactive and Intuitive Graphical User Interface.
- ii. Send one SMS to multiple mobile numbers or address-book contacts (Bulk SMS feature).
- iii. Get the 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 the 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).
- vii. Use a familiar MS outlook like user interface. Should have Outbox and Sent Items folders.
- viii. Mail Merge sort of Functionality to send the 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.

2.11 Service Delivery Attributes:

a. Quality of Service

The Service Provider will ensure a high quality of service. Servers deployed should have in-built redundancy and a failover mechanism. The service provider should have operational connectivity agreements with mobile operators globally.

b. Documentation

The Service Provider will provide IBA, Karachi with documentation in the form of User Guides to run the Application smoothly.

c. Confidentiality

The Service Provider will undertake 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.

d. Technical Support

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.

Article III
REMUNERATION

3.1 The cost offered by the SERVICE PROVIDER is Rs. 920,030.50 (inclusive of all taxes) SLA for SMS Services vide tender # IT/17/22-23 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

S. #	Description	Annual Quantity	Rate per SMS	Amount
1	Cloud-based Web SMS Application Portal & SMS API for two-way SMS communication Supporting Local SMS	800,000	0.795	636,000.00



2	Cloud-based Web SMS Application Portal & SMS API for two-way SMS communication Supporting International SMS	10,000	13.390	133,900.00
Total				769,900.00
19.5% SST				150,130.50
Grand Total				920,030.50

- 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
RENEWAL

- 8.1 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 IX
INTEGRITY PACT

- 9.1 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).
- 9.2 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.
- 9.3 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.
- 9.4 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.

Article X
SEVERABILITY

- 10.1 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 XI
FORCE MAJURE

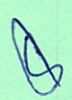
- 11.1 THE SERVICE PROVIDER shall not be asked for return of consideration amount, in part or full nor can be used in a court of law, when failure in providing services outlined in this Agreement is due to an event beyond the control of THE SUPPLIER and which could not have been foreseen, prevented or 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 XII
PAYMENT

- 12.1 Monthly after delivering satisfactory services and submission of Invoice at IBA Karachi.

Article XIII
Emergency Outage Management

- 13.1 M/s E-Ocean should have a Disaster Recovery site to resume the business in case of primary site failure with a minimum service outage.



Article XIV
MISCELLANEOUS

- 14.1 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.
- 14.2 The validity of the contract will be effective from the date of issue of Purchase Order.
- 14.3 All terms and conditions of tender vide # IT/17/22-23 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.

Dr. Mohammad Asad Ilyas

Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan

IBA, Karachi
Dr. Muhammad Asad Ilyas
Registrar
CNIC # 42301-4497722-9
Address:
Institute of Business Administration
Main Campus, University Road, Karachi

M/s. E. Ocean
Sibtain Raza
Head of Mobility Solutions
CNIC # 42101-0869404-3
Address:
29-C, Mezzanine Floor,
Sunset Lane 01, DHA II Ext.
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. E. Ocean
Moavia Naeem
Sales Manager
CNIC # 4261-2648091-4

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

Focal Person IBA

Mr. Muhammad Danish Khan