

SERVICE LEVEL AGREEMENT

BETWEEN

INSTITUTE OF BUSINESS ADMINISTRATION

AND

PAKO COMPUTERS



Institute of
Business Administration
Karachi

PURCHASE ORDER

1700
241
22/9/2016

RS 2300
217
6/8/2016

Leadership and Ideas for Tomorrow : M/s. Pako Computers.
Order No : IT/106/2015-16
Date of Issue : September 02, 2016
Date of Delivery: (Vendor will supply IBA Karachi within 15 days)
Place of Delivery : Main Campus, IBA
Total Amount : Rs.553,600/- with all applicable taxes except GST only.
Five Lac Fifty Three Thousand Six Hundred only.

S.#	Description	Qty	Rate w/o GST Tax for 04	Amount for 04
01	Apple MacPro-MMGF2 ZA/A	04	138,400/-	553,600/-
	Display 13.3inch /Intel Core i5/ 2.5GHz turbo up to 3.1 GHz/8GB Memory/ 128GB Flash			
	Memory/3.57 pounds weight/NVIDIA Geforce GT 650M/ 720 pixels face Time IID Cam / WiFi			
	OS:OS X Yosemite (Latest Version)			
Grand Total				RS. 553,600/-

Terms & Conditions:

- Material of this order is subject to final inspection at the time of delivery.
- We reserve the right to cancel any or all the above items if material is not in accordance with our specification or if the delivery is delayed.
- Payment will be made through crossed cheque after the receipt of the bill and delivery of the above item.
- General Sales Tax will be paid on applicable items only.
- Penalty at the rate of 2% per month on actual will be imposed on delayed delivery.
- No increase in the value of above mentioned items will be accepted on
- Account of either unit price, total price, any and all other charges, duties,
- Taxes, scope of supply and / or any other head of account shall not be allowed.
- In case of any increase in taxes, the IBA would not be responsible. But if any tax is reduced, the IBA should get its benefit.
- Competent Authority reserves the right to change / alter / remove any item or article or reduce / enhance quantity without assigning any reason.
- Invoice / bill should be submitted to Finance Department.
- Advance Payment subject to Bank Guarantee.
- Three years Warranty with parts & services. (Apple Original Warranty)
- Please submit the Performance Guarantee as per our tender document with your invoice.



Manager Procurement, ICT

Director ICT



Received
Jawad
7/21/16

22 SEP 2016

City Office, City Court
Karachi

THIS AGREEMENT is entered into at _____ on this _____ day of _____
2016, by and BETWEEN:

PAKO Computers having its registered office at 10, Ground Floor, Business Arcade Block-6 PECHS, Main Shakra-e-Faisal Karachi -Pakistan. (hereinafter referred to as "PAKO COMPUTERS" which expression shall include (where the context so permits) its successors-in-interest and assign) of the FIRST PART;

AND

The Institute of Business Administration, Karachi, an institution duly incorporated and existing under the laws of Pakistan, having its head office at _____, (hereinafter referred to as "IBA" which expression shall include (where the context so admits) its successors-in-interest and assign) of the SECOND PART.

"IBA" and "PAKO COMPUTERS" are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. PAKO COMPUTERS is a computer / computer accessory supplier and provides maintenance services for the said computers and hardware and software thereof.
- B. IBA is a leading education service provider committed to providing training for leadership in Business and Public Sector Management and seeks hardware and software from, and services for or in relation to, the network equipment (as more particularly listed in Clause 3 herein below), under the terms & conditions set forth in this Agreement.

NOW THEREFORE in consideration of the mutual covenants hereinafter set out and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties have agreed as under:

1 Scope of Service:

- 1.1 PAKO COMPUTERS will provide hardware and software and maintenance services to 'IBA'. Maintenance services will only be offered to the hardware and software products listed hereinbelow at Clause 3.
- 1.2 Any equipment / services not included in the Bill of Quantity / Scope of Work but required for the provision of hardware and software and maintenance services shall be provided by PAKO COMPUTERS free of cost.



1.3 If any discrepancies are found in the specification of hardware or through the services deployed whilst this Agreement is subsisting, IBA shall have the right take any and all necessary legal action against PAKO COMPUTERS (BOQ as Annex A, SLA as Annex B).

1.1 2. Installation Sites:

PAKO COMPUTERS shall install the said hardware and software and provide services to IBA at the following sites:

<u>IBA</u>	<u>IBA</u>
Main Campus	City Campus
University Road	Kiyani Shaheed Road
Karachi	Garden, Karachi

3. Nature of Agreement:

This Agreement shall include:

- 3.1 The delivery of an Apple MacPro-MMGF2 ZA/A, Display 13.3inch /Intel Core i5/2.5GHz turbo up to 3.1 GHz/8GB Memory/128GB Flash, Memory/ 3.57 pounds weight/NVIDIA GeForce GT 650M/ 720 pixels face Time HD Cam/ Wi-Fi, OS:OS X Yosemite(Latest Version) to the relevant installation site.
- 3.2 The Software/Installations of Operating System at the aforementioned IBA installation sites.
- 3.3 Smooth Support Services for Hardware and Software
- 3.4 03 Years (During Business Hours 08AM to 05PM) hardware / software on site support.

4. Offices:

PAKO COMPUTERS has its Head Office in Karachi.

5. Cost of Hardware:

Total price for hardware is Rs. 553,600/(without GST)- (i-e 04 units @ 138,400/=)
(Five lac Fifty Three Thousand Six Hundred Only).

The said price excludes GST & Custom Duty Only.

7. Delivery Schedule:

Qasim



7.1 Delivery lead times shall be based on prevailing government import policies and subject to clearance from US/Exporting country export control regulations.

7.2 If there are any restrictions on trade or import either by the Government of Pakistan or by the Government of the US/Exporting country, the delivery schedule shall be amended and intimated to IBA accordingly.

7.3 In normal conditions, delivery may be made within 15 days from the date of receiving of this Purchase Order.

8 Delays:

In the event of any delays caused in the performance of its obligations under this agreement, PAKO COMPUTERS shall be liable to pay IBA liquidated damages amounting to two per cent (2%) per month up until an aggregate amount of ten percent (10%) is reached.

9 Payment Schedule:

Payment will be made after the receiving of the goods in IBA.

10 Taxes and Duties:

PAKO COMPUTERS shall be responsible for the payment of all taxes, duties etc. incurred or accrued until the final delivery of the Goods or other obligations including services. Any increase in the rate/amount of Govt. taxes or levy shall be to the cost of Technology Partner; however, for any decrease in taxes duties and levy, the benefit will be Withholding tax shall be deducted from the supplier invoices as per the prevailing rates.

11 Support Services Hardware:

From expiry of 3 Year Warranty, New Support contract will be signed after mutual agreement and consent of IBA and the PAKO COMPUTERS. Amount of the Contract will be additional 10 % of the SLA each year cost with PAKO COMPUTERS & if IBA agree with the performance.

12 Key Provision of Services Features:

12.1 During Business Hours warranty and support on site with mutual agreed SLA response time.



- 12.2 Priority response within 4 hours response/ 8 hours resolution time and problem escalation as per mutually agreed SLA.
- 12.3 Telephonic response time will start within 30 minutes
- 12.4 Onsite response time for normal calls will be up to 2 - 4 business hours.
- 12.5. The response time for urgent/critical calls will be 2 business hours.

13. Duration:

The Parties agree that this Agreement shall have effect from _____, 2016 and shall effectively end on _____ 201_. (Warranty time will start from the date of Delivery Challan received in IBA, Karachi).

14. Representations, Indemnity and Warranty:

- 14.1 PAKO COMPUTERS hereby represents and warrants that all services hereunder shall be provided bona fide and with the best possible efforts available under any circumstances and as per the international industry standards.
- 14.2 PAKO COMPUTERS hereby states that it shall indemnify IBA for breach of this contract, whether in partial or whole, and shall be liable for all direct damages and expenses arising from any negligent or willful act. At no point shall such indemnification be deemed a waiver of other remedies available under relevant laws.
- 14.3 PAKO COMPUTERS represents that the project and the terms agreed upon under this agreement shall function and operate with or without the involvement of any third party including (APPLE).

15. Force Majeure:

- 15.1 For the purposes of the Agreement, "Force Majeure" means an event or circumstance which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under this Agreement impossible, and includes, but is not limited to, Acts of GOD, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, unauthorized digging by various agencies or other adverse weather conditions, strikes, lockouts or other industrial action.
- 15.2 Force Majeure shall not include:
- 15.2.1 An event, which is caused by the negligence or willful action of a Party or its subcontractor;

[Handwritten Signature]



15.2.2 An event which a diligent Party could reasonably have been expected to:

- (i) Have taken into account as at the date on which this agreement was signed, or
- (ii) Have avoided or overcome in the course of carrying out its obligations under this Agreement;

15.2.3 Force Majeure shall not include insufficiency of funds or circumstances arising from a failure to make any payment required by or under this Agreement.

15.3 The failure of a Party to fulfill any of its obligations under this Agreement shall not be considered to be a breach of, or a default under this Agreement insofar as the inability arises from an event of Force Majeure, provided that the Party affected by that event has taken reasonable precautions, due care and attempted to put in place reasonable alternative arrangements all with the objective of carrying out the terms of this Agreement without delay.

15.4 Measures to be taken:

15.4.1 A Party affected by an event of Force Majeure shall take all reasonable measures to remove its inability to fulfill its obligations under this Agreement with a minimum of delay and shall notify the other Party in writing of the event concerned as soon as possible, and in any event not later than 7 (seven) Days following the occurrence of the event concerned, and shall similarly give notice of the restoration of normal conditions as soon as possible. The Parties shall take all reasonable measures to minimize the consequences of any event of the Force Majeure.

16. Extension of time:

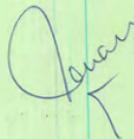
Any period, within which a Party must, pursuant to this Agreement, complete any action or task, shall be extended Day-for-Day up to a period equal to the time during which that Party was unable to perform such action as a result of Force Majeure.

17. Consultation:

Not later than 30 (thirty) Days after a Party has become unable to perform a material portion of the Services as the result of an event of Force Majeure, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstance.

18. Confidentiality:

18.1 The parties shall not, either during the term, or after the expiration of this



Agreement, disclose any proprietary or confidential information relating to the Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.2 The parties shall not, either during the term, or after the expiration of this Agreement, disclose any proprietary or confidential information relating any of the parties' Services, this Agreement, or business or operations without the prior written consent of the concerned party, unless such disclosure is required by law or regulation or such information has entered the contractor domain other than by a breach of this Agreement. The parties agree that it will use its best efforts to ensure that its subcontractors and personnel are bound by and comply with the requirement of confidentiality set out in this clause.

18.3 Notwithstanding the provisions of the above paragraphs of this clause the Parties may require each other to sign a Confidentiality Agreement on a case-by-case basis before specific information can be made available.

19. Governing Law and Jurisdiction / Arbitration:

If any disputes, controversies or differences arise between the parties arising out of or in connection with this Agreement. All such disputes that are not settled amicably within 10 days from the date of notification of such dispute shall be referred to arbitration. The arbitration proceeding shall be conducted in accordance with the Arbitration Act 1940. The arbitration shall be held at Karachi.

20. Failure to Perform:

Notwithstanding any remedy that IBA may have against **PAKO COMPUTERS** in terms of the Bank Guarantee referred to in clause 4 hereof, IBA shall have the right to forfeit the Products, or any of them, to claim damages from **PAKO COMPUTERS** due to a failure on the part of **PAKO COMPUTERS** to perform its obligations in accordance with the terms of this Agreement.

21. Notices:

Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier or by facsimile transmission (such facsimile transmission notice to be confirmed by courier posted within twelve (12) hours) to the address or to the facsimile number of the other Party set out hereunder:

[Handwritten Signature]



For IBA:

Name : Mr. Imran Batada
Head of ICT

Address : IBA City Campus,
Kiyani Shaheed Road, Garden, Karachi.

Fax No. : 021-99215528

For PAKO COMPUTERS:

Name : Mr. Rehan Ahsan Siddiqui
Corporate Account Manager

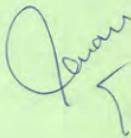
Address : Pako Computers
10, Ground Floor, Business Arcade Block-6 PECHS, Main
Shahra-e-Faisal Karachi -Pakistan.

Ph: : 021 34531104-34531087-34310292-34389841

Fax # : 34549420

22. Conflict of Interest:

No director, employee, agent or any other tier of representative(s) of either party or its subcontractor shall give to or receive from any director, employee, agent or any other tier of representative(s) of the other party any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the negotiation, settlement, finalization or performance of any agreement, or enter into any business arrangement with any director, employee or agent of the other party, without prior written notification thereof to that party. In case of disregard and/or violation the violating party shall promptly notify to the other party of any violation and/or any consideration received as a result of such violation. Additionally, if any violation has already occurred prior to the date of this Agreement resulting directly or indirectly in the consent of the other party to enter into this Agreement with the violating party, the other party may, at its/his sole option, terminate this Agreement at any time. Neither any party nor its employees, agents, subcontractors nor any other tier of representatives shall make any payment or give anything of significant value to any official of any government or public international organization, including any officer or employee of any government department or agency to influence his or its decision, or to gain any other advantage for the other party in connection with the performance of this Agreement. In case of violation the violating party shall immediately notify to the other party of any such violation and shall immediately reimburse the other party out of any or all monies paid by the other party to the violating party, an amount equal to the amount of the payment or



the value of gift to the government official which gives rise to such violation. In the event of any violation each party may also, at its sole option, terminate this Agreement at any time.

23. Record Retention and Right to Audit:

IBA shall ensure that it and its Representatives maintain true and correct records in connection with the services to be performance/goods to be supplied under the Agreement and all related transactions and retain all such records for at least 12 months after termination of this Agreement for any reason to audit any and all records of IBA and its Representative for the purpose of determining whether there has been compliance with the this Agreement.

24. Termination:

24.1 Any of the Parties shall have the right to terminate this Agreement upon serving _____days written notice on the other Party at any time for failure of other Party to comply with the terms of this Agreement. In addition to that, IBA shall have the right to terminate this Agreement without assigning any reason upon serving_____days notice on PAKO COMPUTERS.

24.2 The Parties agree that the Services will be held in abeyance if the payment which is due is delayed for 45 days.

25. Regulatory Compliance:

The parties acknowledge and agree that both shall comply with all the international and national laws that are applicable to the parties under this agreement. PAKO COMPUTERS shall indemnify IBA for all losses, damages and other expenses incurred by PAKO COMPUTERS due to the breach of such compliance

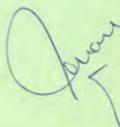
25.2 Changes in Law and Regulations:

In the event of any change in Law, Regulation or Policy, which is prejudicial to the business interest of the parties involved, the parties shall have the right to terminate this agreement without further liabilities.

26. Indemnification:

It is hereby agreed that PAKO COMPUTERS shall indemnify IBA, its employees, agents, officials in case they suffer any loss and/or damages due to the negligence of the of PAKO COMPUTERS while providing its services under this Agreement.

27. Entire Agreement:



The Contract constitutes the entire agreement between the IBA and the PAKO COMPUTERS is superseding all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

28. Variation:

No variation of this Agreement shall be valid unless it is in writing and signed by both Parties to the Agreement.

29. Unenforceability of Provisions:

The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement which shall continue in full force and effect in accordance with its terms.

30. Counterparts:

This Agreement may be executed in two counterparts, and each such counter part shall be deemed as valid and original. However, all such counter parts shall be considered as one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have set their respective hands on the day and year first above written.

For and on Behalf of IBA Karachi

Name:

Designation:

Witnesses-1:

For and on Behalf of PAKO COMPUTERS

Name:

Designation:

Witnesses-2:

REHAN AHSAN SIDDIQUI

CORPORATE ACCOUNT MANAGER



1) Signature

2) Signature

Name:

Name:

Address:

Address: