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SYED SIKANDAR ALI JAFFER STAMP VENDOR
Licence No. 02, Shop No. 1-A, Interim Plaza
- Gulshan-e-Iqbal, Block-14, Karachi
S.NO

15361

DATE 11 SEP 2018

Shahid Muhammad Najam
Advocate L.C. No. 12383

Stamp Office, City Court
Karachi
Stamp Vendor's Signature

AGREEMENT SLA OF UPS

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

10 OCT 2018

11-10-18

THIS AGREEMENT is executed at KARACHI, on this day October 1st 2018.

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 assigns) of the FIRST PART.

AND

M/s Jaffer Business Systems (Pvt) Ltd, having its office at # 33A, City Tower, PECHS, Block 6, Shahrah-e-Faisal, 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 proprietor Mr. Salman Lone, holding CNIC No. 42201-3501828-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA of UPS vide tender # IT/03/18-19 for the SLA of UPS (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA of UPS" and "THE SERVICE PROVIDER" have offered to render all kind of SLA of UPS (including but not limited to the "SLA of UPS" 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.



WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "SLA of UPS" discussions in respect of the same with "IBA" before the determination of SLA of UPS to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to "IBA" for SLA of UPS. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth. The 'Terms of Conditions' of Tender Document are the integral part of this agreement

Article I

DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the "SLA of UPS", discussions with "IBA" before the determination of scope of work with any/all other relevant details for presentation to "IBA".
- 1.2 "THE SERVICE PROVIDER" agrees to provide any/all kind of Services(s) & Work(s) of UPS to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "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 of UPS.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SERVICE PROVIDER" will visit the Purchase Office located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.6 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 of UPS 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.
- 2.3 "THE SERVICE PROVIDER" hereby agrees to accept variation, if occurred, in scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.5 "THE SERVICE PROVIDER" accepts full responsibility and strict liability for full disclosure misrepresenting

the SERVICE PROVIDER inspection of the equipment to ensure that they are working order.

2.7 SERVICE PROVIDER will ensure the following:

- Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.
- Physical inspection of complete equipment.
- Performance tests and adjustments.
- Performance engineering modification and changes, if recommended by IBA.

Article III REMUNERATION

3.1 The charge(s)/cost(s) offered by the Service Provider is Rs. 8,180,329.00 (inclusive of all taxes) SLA of UPS vide tender # IT/03/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

						M/s.Jaffer Business Systems (Pvt.) Limited
S.#	Equipment Description	Qty	Serial Number	Service Package (Warranty)	No of Service PM Per Year	Amount (Rs.) per year
1.	Liebert Uninterruptible Power Supply (UPS) model: NXA 200 KVA	1	210120060321 03000000	Comprehensive with parts	4	680,272.00
2.	Liebert Uninterruptible Power Supply (UPS) model: NXA 120 KVA	1	210120060121 04000000	Comprehensive with parts	4	455,782.00
		1	210120060121 04000000	Comprehensive with parts	4	455,782.00
3.	Liebert Uninterruptible Power Supply (UPS) model: NXA 100 KVA	1	210120060821 03000000	Comprehensive with parts	4	442,177.00
		1	210120060821 04000000	Comprehensive with parts	4	442,177.00
		1	210120060821 04000000	Comprehensive with parts	4	442,177.00
4.	Liebert Uninterruptible Power Supply (UPS) model: NXA 60 KVA	1	210120060621 03000000	Comprehensive with parts	4	306,122.00
		1	210120060621 03000000	Comprehensive with parts	4	306,122.00
5.	Liebert Uninterruptible Power Supply (UPS) model: NXA 40 KVA	1	210120060521 04000000	Comprehensive with parts	4	204,649.00
		1	210120060521 04000000	Comprehensive with parts	4	204,649.00
		1	210120060521 04000000	Comprehensive with parts	4	204,649.00

6.	Liebert Uninterruptible Power Supply (UPS) model: NXA 30 KVA	1	210120060421 04000000	Comprehensive with parts	4	204,649.00
		1	210120604210 40500000	Comprehensive with parts	4	204,649.00
		1	210120057621 31000000	Comprehensive with parts	4	204,649.00
		1	210120053921 18000000	Comprehensive with parts	4	204,649.00
		1	210120053921 1C030004	Comprehensive with parts	4	204,649.00
		1	210120060121 04000000	Comprehensive with parts	4	204,649.00
		1	210200576214 204000C	Comprehensive with parts	4	204,649.00
7.	Liebert Uninterruptible Power Supply (UPS) model: NXR 60 KVA	1	210120053821 31000000	Comprehensive with parts	4	306,122.00
8.	Liebert Uninterruptible Power Supply (UPS) model: NXR 40 KVA	1	210200567213 1010000	Comprehensive with parts	4	204,649.00
		1	210120056721 31000000	Comprehensive with parts	4	204,649.00
9.	Liebert Uninterruptible Power Supply (UPS) model: NXR 30 KVA	1	210120057621 31000000	Comprehensive with parts	4	204,649.00
		1	210120057621 31000000	Comprehensive with parts	4	204,649.00
10.	Liebert ITA16KVA	1	21020075811C 020012	Comprehensive with parts	4	79,365.00
		1	210120075821 43000000	Comprehensive with parts	4	79,365.00
11.	Liebert ITA 20KVA	1	210120078221 43000000	Comprehensive with parts	4	107,710.00
12.	Liebert ITA 10KVA	1	210120067921 8010000	Comprehensive with parts	4	66,327.00
Total						Rs. 7,239,235.00
SST						Rs. 941,100.00
Total Amount						Rs. 8,180,335.00

3.2 Liquidity damages:

(a) In case of breach of SLA calculation will be done as per 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

- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per 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 total amount of Purchase 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.
- 3.6 Quarterly Payment will be made at the end of each quarter.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Support and Maintenance of the UPSs shall include the following activities
- One (1) year maintenance support with parts, for all the UPSs listed above.
 - The Bidder will be required to undertake Support and Maintenance for the UPSs and related components as follows:
 - Quarterly onsite preventive maintenance service to keep the UPSs in good working condition. The onsite preventive maintenance will include the following:
 - Preventive Maintenance of UPS
 - Checking fitment of internal and external hardware and heating of the system
 - Cleaning of Power distribution boards and operating power parameters.
 - Break down call shall be attended immediately as per SLA.
 - Checking of input /output voltage of batteries
 - Corrective maintenance of UPSs and their components whenever called upon by the IBA.
 - Replacement of faulty batteries. Batteries will be provided by the IBA.
 - The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - Back to back support for items mentioned in the BOQ from principal.

Article V

SLA TIME MATRIX

- 5.1 THE SERVICE PROVIDER shall provide the required services as per SLA matrix given below: -

Equipment	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification	Max. Response Time	Max. Rectification
UPS and related				



5.2 The time mentioned in above table shall not be counted as Downtime if the BIDDER is permitted for providing Stand-By equipment / part in replacement of faulty equipment / part till the faulty equipment / part is repaired / replaced in order to complete removal of the fault, the purchaser may relax the period for which standby equipment / part is placed from counting the downtime for the said item subject to a maximum period of 5 days.

5.3 In case of three repetitive faults in any equipment due to same reason in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and BIDDER shall replace the defective component / part with new one within three days.

5.4 Comprehensive Support Level agreement of UPS with part is required.

5.5 Initial contract is for one year, which can be extended to further one year but not more than three years based on the bidder performance. However, Terms & Conditions of the agreement would remain same.

Article VI FUTURE DEVELOPMENTS AND UPGRADES

6.1 THE SERVICE PROVIDER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.

6.2 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

7.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the SERVICE PROVIDER 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 misuse, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.

7.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:

- (a) 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, IBA's or customers 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
- (b) 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
- (c) 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 SERVICE PROVIDER within one country outside that country, or allow

- access to any Data and ensure that any employee of the SERVICE PROVIDER (or of any of the SERVICE PROVIDER's sub-contractors) requiring access to any Data gives a written undertaking not to .A; 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 SERVICE PROVIDER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- (f) 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 SERVICE PROVIDER's cost) unless the SERVICE PROVIDER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause;
 - (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
 - (h) The SERVICE PROVIDER 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 SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VIII

ADD-ON EQUIPMENT

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

Article IX

SERVICE PROVIDER'S RESPONSIBILITIES

- 9.1 SERVICE PROVIDER will make all reasonable endeavors 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 down-time.
- 9.2 The schedule response time will only be applicable at Karachi.

Article X

ARBITRATION

- 10.1 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 and CEO of the "THE SERVICE PROVIDER" 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 XI

FORCE MAJURE

- 11.1 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 SERVICE PROVIDER 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,

Article XII
RENEWAL

- 12.1 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 XIII
TERMINATION

- 13.1 "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 XIV
INDEMNITY

- 14.1 "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 XV
NOTICE

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

Article XVI
INTEGRITY PACT

- 16.1 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).
- 16.2 Without limiting the generality of the forgoing the SERVICE PROVIDER, 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.
- 16.3 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. 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.



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 SERVICE PROVIDER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XVII MISCELLANEOUS

17.1 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.

17.2 The validity of the contract will be effective from the date of issue of Work Order.

17.3 All terms and conditions of tender vide # IT/03/18-19 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.

M SOHAIL KHAN

Manager Purchase & Stores

Institute of Business Administration
Karachi-Pakistan

CNIC # _____

Address: _____

M/S Jaffer Business Systems (Pvt) Ltd

NAME: Salman Lone,

CNIC # 42201-3601828-3

Address:

33-A, City Tower,

Shahrah-e-Faisal, Karachi,

2.

MUHAMMAD BILAL AMJAD

BUSINESS ANALYST

CNIC# 42501-8245353-9

Address: CITY TOWER, BLOCK 6
PECHS KARACHI

