

RUPEES THREE THOUSAND ONLY



07 APR 2022

(2)

Ex Officio Vendor

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Maintenance & Support of Data Centre" vide tender # IT/17/21-22. "THE SERVICE PROVIDER" hereby agree 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 SERVICE PROVIDER agrees to Maintenance & Support of Data Centre 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 the Head of ICT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Maintenance & Support of Data Centre.
- 1.3 This Agreement shall be in effect from May 1, 2022 for a 1-year subscription and subject to THE SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 THE SERVICE PROVIDER will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by THE SERVICE PROVIDER.

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MUHAMMAD SHERAZ Stamp Vendor
Lic No. 96 Suit No. 210, 2nd Floor, Abdullah
Square New Challi, Karachi

S.NO. 22255 DATE.....
ISSUED TO WITH ADDRESS.....
THROUGH WITH ADDRESS.....
PURPOSE.....
VALUE RS.....
STAMP VENDOR SIGNATURE.....

07 APR 2022

07 APR 2022

(RUPEES TWO HUNDRED ONLY)



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Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER hereby agrees and acknowledge the periodic supervision of the supplies and to check the Maintenance & Support of Data Centre under the Description & Specification.
- 2.2 THE SERVICE PROVIDER 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 scope of this bid, and its subsequent order, is to provide Support/warranties of IT equipment and components included in BOQ.
- 2.4 THE SERVICE PROVIDER 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.
- 2.5 THE SERVICE PROVIDER should be responsible for handling level 2 and 3 technical support issues.
- 2.6 THE SERVICE PROVIDER should be responsible log the ticket to relevant Tech Support for Critical problems.
- 2.7 THE SERVICE PROVIDER shall be responsible for providing a minimum of one year of services.
- 2.8 THE SERVICE PROVIDER will provide backup or replacement of any hardware with the same or higher Specification. Equipment of lower specification will NOT be accepted.

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MUHAMMAD SHERAZ Stamp Vendor
Lic No. 96 Suit No. 210, 2nd Floor, Abdullah
Square New Challi, Karachi

S.NO. 28854 DATE.....
ISSUED TO WITH ADDRESS.....
THROUGH WITH ADDRESS.....
PURPOSE.....
VALUE RS..... ATTACHED.....
STAMP VENDOR SIGNATURE.....

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07 APR 2022

(RUPEES TWO HUNDRED ONLY)



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- 2.9 THE SERVICE PROVIDER will provide backup in case of delay in delivery of the relevant model, as specified above.
- 2.10 The onsite comprehensive replacement warranty period of one year is mandatory which includes replacement of the acccsories as per BOQ mention at para 3.1(if necessary) without any additional cost.
- 2.11 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.
- 2.12 No pirated/forged/tampered material would be accepted. In a later stage/period, if found, THE SERVICE PROVIDER would be penalized according to the prevailing rules of the country.
- 2.13 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.
- 2.14 THE SERVICE PROVIDER 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.
- 2.15 THE SERVICE PROVIDER shall provide patches/upgrades of the appliance during the contract period without any extra cost to IBA.
- 2.16 THE SERVICE PROVIDER shall provide onsite support.
- 2.17 THE SERVICE PROVIDER shall provide 1-year Maintenance Support with parts, for all the equipment listed in BoQ.

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Sr #	Item Description	Equipment Quantity	Annual Rate per Equipment	Toal Annual Amount of all Equipment
Electrical Components				
1	<ul style="list-style-type: none"> Quarterly Preventive Maintenance of Data Center ElectricalSystemand components Including All Electrical DBs, UPS DBs, ATSSystem as mentioned below: Testing of Circuit breakers andswitches. Performsloadbalancingtopreventpo 	7	55,000.00	385,000.00

	<p>were overload and other power issues.</p> <ul style="list-style-type: none"> • Determine the unbalance phase load • Calibration of protective relays. • Survey and identify high-temperature excursions. • Switchgear cleaning and inspection. • Cleaning and tightening of all electrical connections and equipment enclosures. • Replacement of defective power outlets and related components. • Updating of as-built documentation. • Checking of the electrical connection for all Data Center components such as CAC, UPS, ATS, Fire Suppression System, Access control, Video Surveillance and HSSD detector 			
Uninterruptible Power Supply (UPS)				
2	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of NXA UPS 120KVA with complete allied accessories excluding batteries with UPS backup support • Periodic quarterly maintenance services for the UPS unit and batteries to be performed on a mutually agreed schedule. • Replace batteries as necessary services only. • Perform health check activity of batteries quarterly 	1	500,000.00	500,000.00
Comfort Air Conditioners				
3	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of Comfort Air Conditioners Split & Floor-Standing units quarterly with backup support 	10	18,500.00	185,000.00
IT Rack ATS				
4	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of IT Rack Auto Transfer Switch (ATS) with backup support. 	3	25,000.00	75,000.00
Fire Suppression System				
5	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of Fire Suppression System-NOVEC 1230 with complete allied accessories excluding Agent or Gas. with backup support. • Perform procedure of electric actuator testing every quarter. 	1	300,000.00	300,000.00
VESDA				
6	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of Very Early Smoke Detection System (VESDA) with backup support. • Perform procedure of Electric Actuator Testing on quarterly basis. 	2	107,500.00	215,000.00
Access Control System				
7	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of Access Control System of All DC. • Room with backup support. 	1	152,000.00	152,000.00
Camera Surveillance System				
8	<ul style="list-style-type: none"> • Quarterly Preventive Maintenance of CCTV Camera Surveillance System 	1	137,500.00	137,500.00



	with complete allied accessories with backup support.			
Shoe Wrapping Machine				
9	• Maintenance of Shoe Wrapping Machine with Consumables.	1	25,000.00	25,000.00
Civil & Janitorial services				
10	• Half-yearly Preventive Maintenance and Cleaning of complete Data Center. • Fire Protection Paint Work 1x1Y with complete maintenance of Data Center.	1 Job	170,000.00	170,000.00
Total (Annual Amount)				2,144,500.00
13 % SST				278,785.00
Grand Total (Annual Amount)				2,423,285.00

- 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 SERVICE PROVIDER" have to complete the required tasks as per the schedule.
- 3.3 Performance Security 5% of the 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 the Government treasury by the SERVICE PROVIDER.
- 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 **FUTURE DEVELOPMENTS AND UPGRADES**

- 4.1 THE 'SERVICE PROVIDER' shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 4.2 Any additional requirements requested by IBA will be subject to mutually agreed additional charges based on the complexity of the requirements and/or changes.

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Article V **DATA PROTECTION**

- 5.1 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.
- 5.2 The 'SERVICE PROVIDER' shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- 5.2.1 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, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data



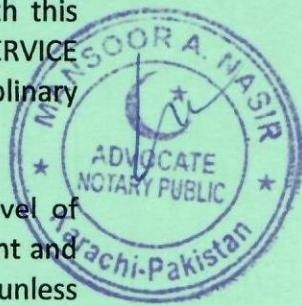
shall be treated as Confidential Information of IBA for the purpose of this Agreement; and

- 5.2.2 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
- 5.2.3 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 'SERVICE PROVIDER' 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
- 5.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
- 5.2.5 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 'SERVICE PROVIDER' (or of any of the 'SERVICE PROVIDER'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 'SERVICE PROVIDER' (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and
- 5.2.6 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 '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.
- 5.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 5.2.8 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 VII

ADD-ON EQUIPMENT

- 6.1 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 VII
ADD-ON EQUIPMENT

- 7.1 'THE SERVICE PROVIDER' will make all reasonable endeavours to provide the "Response Time" stated in the schedule and to perform the aforesaid Maintenance Support Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment downtime.
- 7.2 Parts will be replaced as per the agreed terms of the contract.
- 7.3 Response time will be 4 hours via telephone, email or engineer visit.
- 7.4 The equipment pickup time will be 9:00AM to 4:00PM.

Article VIII
SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

- 8.1 Burnt/damaged parts replacement.
- 8.2 In terms of damage, 'THE SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of the burnt report will share IBA within 02 working days.
- 8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article IX
SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 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.
- 9.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider 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 warranty.
- 9.3 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 is also covered.
- 9.4 Under this agreement any hardware that becomes faulty, will be replaced by 'Service Provider' provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.
- 9.5 If 'Service Provider' is required to replace any equipment which is not repairable or damaged or not covered under warranty, then 'Service Provider' will submit an estimated cost for approval from Client. The client will be required to provide an approval or purchase order within 15 days.
- 9.6 The 'Service Provider' will provide 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 login a call and its works.



Article X
Operations & Maintenance (O&M) Support

10.1 The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><u>24x7x4</u></p> <p>THE 'SERVICE PROVIDER' will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE 'SERVICE PROVIDER' will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>THE 'SERVICE PROVIDER' concerned technical personnel will reach the site / remote login / VPN /Telnet for troubleshooting the problem registered through support call logging procedure.</p> <p>During the O&M, 'SERVICE PROVIDER' 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 'SERVICE PROVIDER' engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>Level 2: THE 'SERVICE PROVIDER' 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 'SERVICE PROVIDER' engineer will engage 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 Service Provider Technologies engineer will open 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 / Service Provider personnel.</p>

Article XI
Call Logging System

11.1 To lodge a complaint CUSTOMER can contact 'SERVICE PROVIDER's Support desk by phone or by email, once a complaint is logged. .

Email: postsale@servmatech.com

Call at: +92318-8202440 Ext. _____ - _____

Non-Working Hours / Holidays:

Name: Meer Muhammad Shoaib Hashmi

Number: +923212777034

Email: shoaib.hashmi@servmatech.com



11.2 Reporting Service Call While reporting a service call a user/manager must provide following information to 'SERVICE PROVIDER's helpdesk in order to log a service call:

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

- 11.3 Based on its expertise and knowledge The 'Service Provider' has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level 2 and Severity Level 3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
- 11.4 Incase IBA informs the 'Service Provider' of any problem regarding the data center (as per mention at para 3.1) via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on The 'Service Provider' 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.
- 11.5 The 'Service Provider' support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.
- 11.6 **Hours of Coverage:** The 'Service Provider' will provide maintenance and support for 24x7 Basis.

- 11.7 **Response Time:** Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	Within 04 hrs
Severity Level 2 (S2)	Within 12 hrs
Severity Level 3 (S3)	Within 24 hrs



11.8 **Severity Levels:**

The Service Provider and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

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: Hardware or software breaks down etc.

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 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.

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 XII ARBITRATION

- 12.1 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.

Article XIII
FORCE MAJURE

- 13.1 THE 'SERVICE PROVIDER' shall not be asked for the 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, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV
RENEWAL

- 14.1 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.
- 14.2 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 XV
TERMINATION

- 15.1 "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 XVI
INDEMNITY

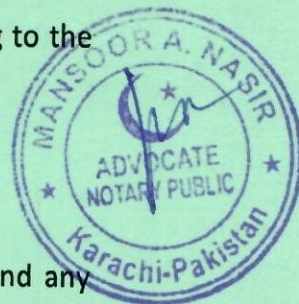
- 16.1 "THE SERVICE PROVIDER" in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any fault, neglect 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 XVII
NOTICE

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

Article XVIII
PAYMENT TERM

- 18.1 25% at the end of each quarter. All payments shall be released within 30 working days after submission of commercial invoice and performance certificate after successful completion of maintenance service.



Article XIX
INTEGRITY PACT

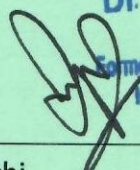
- 19.1 Its intention is not to obtain the Provide & Supply work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 19.2 Without limiting the generality of the forgoing the M/sServmatechrepresents 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.
- 19.3 M/sServmatechaccepts 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.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/supplier/agency/bidder as aforesaid for the purpose of obtaining or inducing Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Article XX
MISCELLANEOUS

- 20.1 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.
- 20.2 The validity of the contract will be effective from the date of issue of the Letter of Award (LoA).
- 20.3 All terms and conditions of Tender vide # IT/17/21-22 will be an 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. Muhammad Asad Ilyas
Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA)
Karachi, Pakistan

IBA, Karachi

Name: Dr. Muhammad Asad Ilyas

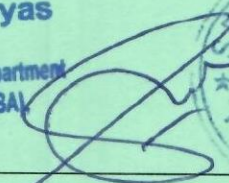
CNIC # _____

Address:

Registrar

Institute of Business Administration

Main Campus, University Road, Karachi


M/s. SERVMATECH

Name: Meer Muhammad Shoaib Hashmi

CNIC # 42101-1271161-1

Address:

Suite # 210, 4th Floor, Amber Medical

Center, M.A. Jinnah Road,

Karachi

WITNESS:

1.


IBA, Karachi

Name: Syed Fahad Jawed

CNIC # 42201-9125136-3

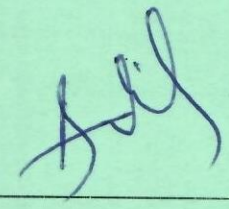
Address:

Head of Procurement

Institute of Business Administration

Main Campus, University Road, Karachi

2.


M/s. Servmatech

Name: Muhammad Aakif

CNIC # 42101-8871904-5

Address:

Suite # 210, 4th Floor, Amber Medical

Center, M.A. Jinnah Road,

Karachi

Focal Person IBA

Syed M. Waqeeh Zaidi

