

P654207

(H No-63)

11240

03-3-2019



STAMP OFFICE CITY COURT, KARACHI

Issued to Zahid Ali Khan  
 CNIC/LEG No. 207-K09  
 Vide D.S.R. No. 11 Dt. 02.02.2019  
 On behalf of Challen No. 23 Dt. 02  
 for the purpose of ST  
 Entry No. 11 Dt. 02.02.2019

In Office Tenders

## AGREEMENT Provider of Backup Internet Bandwidth

THIS AGREEMENT is executed at KARACHI, on this day May 10 of 2019.

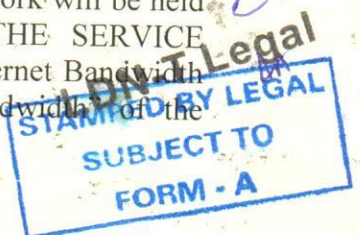
### BETWEEN

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 Link Dot Net Telecom Limited, having its office at # DHQ-1, F8 Markaz, Kohistan Road, Islamabad, 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 Head of Department Mr. NAVEED ALJAZ holding CNIC No. 42501-1609495-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain Provider of Backup Internet Bandwidth vide tender # IT/2218-19 for the Provider of Backup Internet Bandwidth (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provider of Backup Internet Bandwidth" and "THE SERVICE PROVIDER" have offered to render all kind of Provider of Backup Internet Bandwidth (including but not limited to the "Provider of Backup Internet Bandwidth" 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.

**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 "Provider of Backup Internet Bandwidth" discussions in respect of the same with "IBA" before the determination of Provider of Backup Internet Bandwidth to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to "IBA" for Provider of Backup Internet Bandwidth. "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 Provider of Backup Internet Bandwidth 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 Sr. Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provider of Backup Internet Bandwidth.
- 1.3 This Agreement shall be in effect from May 10, 2019 for <sup>01</sup>~~03~~ years and will renew on mutual constant.
- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 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 Provider of Backup Internet Bandwidth 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" must have valid licenses to do this project, as per PTA, Government rules & regulations.
- 2.4 Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.
- 2.5 Internet service provider will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise & collection of information, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.



- 2.6 Total 160Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required from competent authorities.
- 2.7 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi will be the responsibility of the Service Provider.

### **Article III** **WARRANTY**

- 3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible to the existing network connectivity.
- 3.2 Design of the network should have the scalability/flexibility to add any additional bandwidth in future.

### **Article IV** **REMUNERATION**

- 4.1 The cost offered by the SERVICE PROVIDER is Rs. 267,531.00 per month (inclusive of all taxes) Provider of Backup Internet Bandwidth vide tender # IT/22/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Sr. #	Particulars	Qty	Description
1	Bandwidth	160 Mbps	Server Room Ground Floor NBP Technology Center, IBA Main Campus University Road, Karachi - 75270 Pakistan
	IP Pool	36 IPs	a) Subnet mask of /27 for public IP addresses. c) Subnet mask of /29 for public IP addresses. d) Subnet mask of /29 for public IP addresses.
	Service Level Agreement Should Includes		a) CIR (Committed Information Rate) Internet Bandwidth Over Fiber Optic Cable b) Minimum SLA level uptime should be 99.5% c) Service Provider Should be a Major Bandwidth Distributor (having own Fiber Optic Cable)
	Last Mile Medias		Optical Fiber Cable

#### **Important Terms & Requirements**

1 Internet Service Provider must provide a public pool of three different subnets to Institute of Business Administration with the listed numbers.

- a) A separate point to point pool of three addresses for Internet Gateway address and at the ISP termination fbdevice.
- b) Subnet mask of /27 for public IP addresses.
- c) Subnet mask of /29 for public IP addresses.
- d) Subnet mask of /29 for public IP addresses.

- 2 Service Provider must have redundant Infrastructure (Transmission, Power Supply, Network, etc)
- 3 Multiple Fiber connectivity from Cable Landing Station to National Wide POPs
- 4 The ISP must have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose
- 5 Service Provider will responsible for laying of Fiber, and acquire all permissions from authorized Regulatory Body where required
- 6 The Service Provider shall provide alternative of same capacity equipment in case of any faulty equipment till the repair or replacement. Or if there is any permanent fault in the equipment, that will be replaced definitely by new equipment of the same



model/ advance model of the same capacity/higher capacity not less than the capacity of unit supply in any case.

- 7 The cabling (any type) must be properly tagged/ numbered and there should not be any hanging or uncovered wire. Furthermore, installation of I/O, Crimping, Racking and related equipment/ devices must also be the liability of Service Provider.
- 8 The ISP should be able to provide online usage report through web portal. The ISP must provide a usage report i.e. MRT Graph that can be accessed directly by IBA.
- 9 The Service Provider will also fix the cemented tags or path indicators at the route of Fiber Optic Cable installed within the premises of Karachi University / IBA in order to avoid any damage to the cable.
- 10 Operator should have 24x7x365 helpdesk and TAC support available
- 11 Initial Contract would be for three years, which can further extend for year on mutual consent of both parties.

	One Time Charges (OTC) If any	Monthly Recurring Charges (MRC)
<b>Total</b>	Rs.0	Rs.199,000.00
<b>SST &amp; AIT</b>	---	Rs.68,531.00
<b>Grand Total</b>	Rs.0	Rs.267,531.00

13. A liquidity damages at 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 Provider of Backup Internet Bandwidth to IBA.
14. Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".
15. 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.
16. Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.
17. Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.

#### Article V ARBITRATION

- 5.1 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 VI TERMINATION

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

#### Article VII



## **INDEMNITY**

- 7.1 "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 VIII** **NOTICE**

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

## **Article IX** **INTEGRITY PACT**

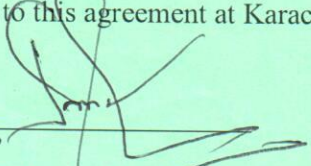
- 9.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 9.2 Without limiting the generality of the forgoing the M/s Link Dot Net Telecom Limited, 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 Link Dot Net Telecom Limited, 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 Link Dot Net Telecom Limited, 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 Link Dot Net Telecom Limited, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

## **Article IX:** **MISCELLANEOUS**

- 9.1 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.
- 9.2 The validity of the contract will be effective from the date of issue of Work Order.
- 9.3 All terms and conditions of tender vide # IT/22/18-19 will be the integral part of this agreement and can't be revoked.

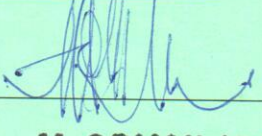


IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

  
"IBA"  
NAME: Imran Batada


CNIC # \_\_\_\_\_

Address:  
Director, ICT Institute of Business  
Administration Main Campus  
University Road, Karachi

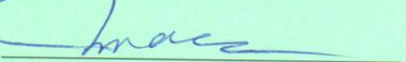
1.   
**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

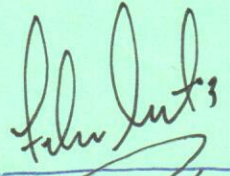
CNIC # \_\_\_\_\_

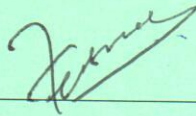
Address: \_\_\_\_\_

  
M/S Link Dot Net Telecom Limited  
NAME: NAVEED ASLAM

CNIC # 42501-1609495-3  
Designation: Head of B2G

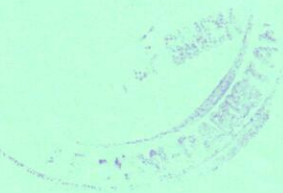
  
Name: Usman Qureshi  
Designation: Head of Sourcing & SCM

  
NAME: Faleh Jutzi  
HEAD OF B2G.

2.   
Zeeshan Ali

CNIC# 44101-0163777-5

Address: \_\_\_\_\_



LDN-T Legal  
STAMPED BY LEGAL  
SUBJECT TO  
FORM - A