

KASHIF RAZA STAMP VENDOR  
Licence No. 02 G-14, Spanish Homes  
Phase-1, D.H.A., Karachi.

22 JUN 2021

RUPEES TWO THOUSAND ONLY

S.no. 157183 Date .....  
Issued To With Address ..... MUHAMMAD SABIR  
Through With Address ..... Advocate. HC/8309/Khi  
Purpose .....  
Value Rs. 2000 Attached .....  
Stamp Vendor's Signature .....  
NOT USE FOR FREE WILL & DIVORCE PURPOSE

## AGREEMENT Radio Link Rental Services

THIS AGREEMENT is executed at KARACHI, on this day June 29, 2021.

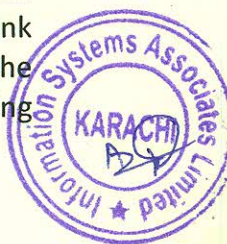
BETWEEN

**M/s Institute of Business Administration**, through its Registrar, located at **Main Campus, University Enclave, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

AND

**M/s Information Systems Associates Ltd**, having its office at # 6<sup>th</sup> Floor, Illaco House, Abdullah Haroon Road, Karachi, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through **Azhar Mahmood**, holding CNIC No. 42201-6401620-1 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Radio Link Rental Services vide tender # IT/17/20-21 for the Radio Link Rental Services (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Radio Link Rental Services" and "THE SERVICE PROVIDER" have offered to render all kind of Radio Link Rental Services (including but not limited to the "Radio Link Rental Services" of the proposed supply up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.







86865

Muhammad Waqis Khan Aijaz  
Advocate General No. 3539 KBA  
City Courts Karachi

Information Systems Associates  
KARACHI  
Limited



1.5 "THE SERVICE PROVIDER" will visit the Purchase Offices 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 SUPPLIES**

2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of Radio Link Rental 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 Delivery on or before July 01, 2021.

2.4 "THE SERVICE PROVIDER", will provide all required/necessary transportation(s) / cartage(s) what so ever required to complete the procurement at the cost/charges amount offered in the tender vide # IT/17/20-21.

2.5 Radio link connectivity between IBA City Campus and IBA Main University Campus. THE SERVICE PROVIDER will be required to provide all equipment on rental basis. IBA will not purchase any equipment in this regard. THE SERVICE PROVIDER will be responsible for support, installation and maintenance services for one year initially.

2.6 Wireless Connectivity between City Campus and Main Campus at Karachi University whose distance requirement of connectivity is around 17 Km with at least 250 Mbps bandwidth on duplex mode and latency no more than 20 ms.

2.7 Frequencies and type of satellite should also be mentioned.

2.8 should be able to provide data rates of 250 Mbps synchronous data, independent transmit and receive.

2.9 THE SERVICE PROVIDER should provide 10BaseT / 1000BaseT Ethernet LAN connection / interface.

2.10 THE SERVICE PROVIDER will be responsible for the Installation, Commissioning and Testing.

2.11 The system performance levels must be performing test specified i.e 250 Mbps Upload and 250 Mbps Download.

2.12 THE SERVICE PROVIDER will ensure the proper functionality and system availability on 24 x 7 basis in all weather conditions.

2.13 Time frame for the complete installation at both locations must be clearly specified i.e., 20 days.

2.14 All cabling / erection of tower (if required) etc should be the responsibility of the SERVICE PROVIDER





**Article III**  
**REMUNERATION**

- 3.1 The cost offered by THE SERVICE PROVIDER is Rs. 575,989.25 (inclusive of all taxes) Radio Link Rental Services vide tender # IT/17/20-21 variation may have occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

<b>Total (Per Year)</b>	Rs. 509,725.00
<b>SST</b>	Rs. 66,264.25
<b>Grand Total Amount (Per Year)</b>	Rs. 575,989.25

- 3.2 Liquidated damages at the rate of 2% per month of the total contract amount will be imposed on delayed delivery up to 10% of the total contract value.
- If down-time per month  $> 0 \leq 3$  hours, deduction @Rs. 100/= per hour
  - If down-time per month  $> 3 \leq 6$  hours, deduction @Rs. 250/= per hour
  - If down-time per month  $> 6 \leq 24$  hours, deduction @Rs. 500/= per hour
  - If down-time per month  $> 24$  hours, deduction @Rs. 1,000/= per hour
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by the party.
- 3.4 Stamp Duty @ 0.35% of the cost of transaction / purchase 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), Custom Duty/Excise Duty etc if any or additional will be paid/borne by SUPPLIER as per SRO/Notification.

**Article IV**  
**ARBITRATION**

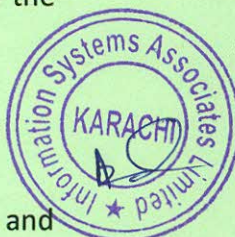
- 4.1 In case of any dispute, difference or and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA and CEO of the company / firm / agency 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 any time after issuing a 15 days' 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**

##### **INTEGRITY PACT**

8.1 The intention not to obtain the procurement / purchase 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).

8.2 Without limiting the generality of the forgoing the M/s Information Systems Associates, 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.

8.3 M/s Information Systems Associates, 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.

8.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Information Systems Associates, 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 Information Systems Associates, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

#### **Article IX**

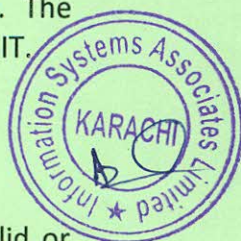
##### **MANPOWER REQUIREMENT**

9.1 Adequate manpower will be provided by Service Provider for smooth running of Establishment of Radio Link Connectivity on Rental Basis and its upkeep. The manpower should be deployed with due information & consent of Sr. Manager IT.

#### **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**  
**PAYMENT**

11.1 Payment would be made at the end of each quarter. Invoice / bill should be submitted to Procurement Department after acknowledgment by Manager IT

**Article XII**  
**ESCALATION MATRIX**

12.1 Corrective maintenance calls may be registered in person or by telephone or by email. The turnaround time is the time taken by Information Systems Associates Ltd to arrive at IBA branches along with necessary tools/equipment and backup/parts after a complaint has been made through phone, fax, or email by the IBA staff to the concerned M/s Information Systems Associates Ltd office.

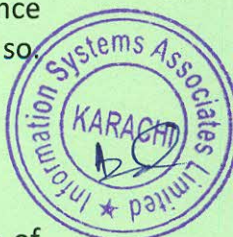
Location	Time of Complaint	Turnaround Time
Karachi Islamabad Lahore Multan	<b>Working days (08:30AM to 09:00PM)</b> <b>M/s Information Systems Associates Ltd</b> will respond against the complaint within two hours.	
All other cities	<b>Working days (08:30 AM to 06:00 PM)</b> <b>M/s Information Systems Associates Ltd</b> will respond against the complaint within four hours plus travel time (Transport availability dependency) between nearest <b>M/s Information Systems Associates Ltd Support Center &amp; IBA branch.</b>	
Karachi Islamabad Lahore Multan	<b>After 09:00pm on working days + Gazetted and Public Holidays</b> Team will arrive at site before 10:00 am next working day.	
All other cities	<b>After 06:00pm on working days + Gazettes and Public Holiday</b> Next working day, Team will arrive at 07:00am; in case of air flight, first next available flight will be taken.	
Support	<b>In house:</b> Complaints will be handled round the clock for which permissions are required from IBA for the access of <b>M/s Information Systems Associates Ltd Engineers</b> after 6:00 PM  <b>Roof Top:</b> Complaints regarding tower access after sunset or before sun rise will not be entertained, though the task may continue in the next day light.	

**Article XIII**  
**RENEWAL**

13.1 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 XIV**  
**MISCELLANEOUS**

14.1 Any addition & alteration(s) made for item(s) as required by IBA on the basis of sample or in course of the supply in progress which entail extra time & labor and material on part of the supply, shall not be charged separately/extra on 'Quantum





Merit' basis before & on final material handed over to the "IBA". After FINALIZATION OF SAMPLE if any alteration(s), arise charges will be paid on mutually agreed upon.


14.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

14.3 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.

14.4 The validity of the contract will be effective from the date of issue of Purchase Order.


14.5 All terms and conditions of tender vide # IT/17/20-21 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. Muhammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan  
"IBA"  
NAME: Dr. Muhammad Asad Ilyas

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

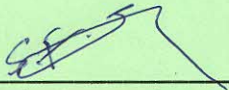
Address:  
Registrar, Institute of Business  
Administration Main Campus  
University Enclave, Karachi

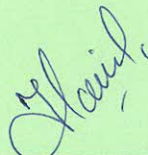
  
M/S Information Systems Associates  
NAME: Azhar Mahmood

CNIC # 42201-6401620-1

Address:  
6th Floor, Illaco House  
Abdullah Haroon Road  
Karachi

**WITNESS:**

1.   
Syed Fahad Jawed  
CNIC # 42201-9128136-3  
Address:  
Head of Procurement  
Institute of Business  
Administration Main Campus  
University Enclave, Karachi

2.   
M/s Information Systems Associates  
NAME: Muhammad Habib  
CNIC # 42201-3399000-9  
Address:  
6th Floor, Illaco House  
Abdullah Haroon Road  
Karachi

Focal Person IBA

Wajeeh Zaidi

