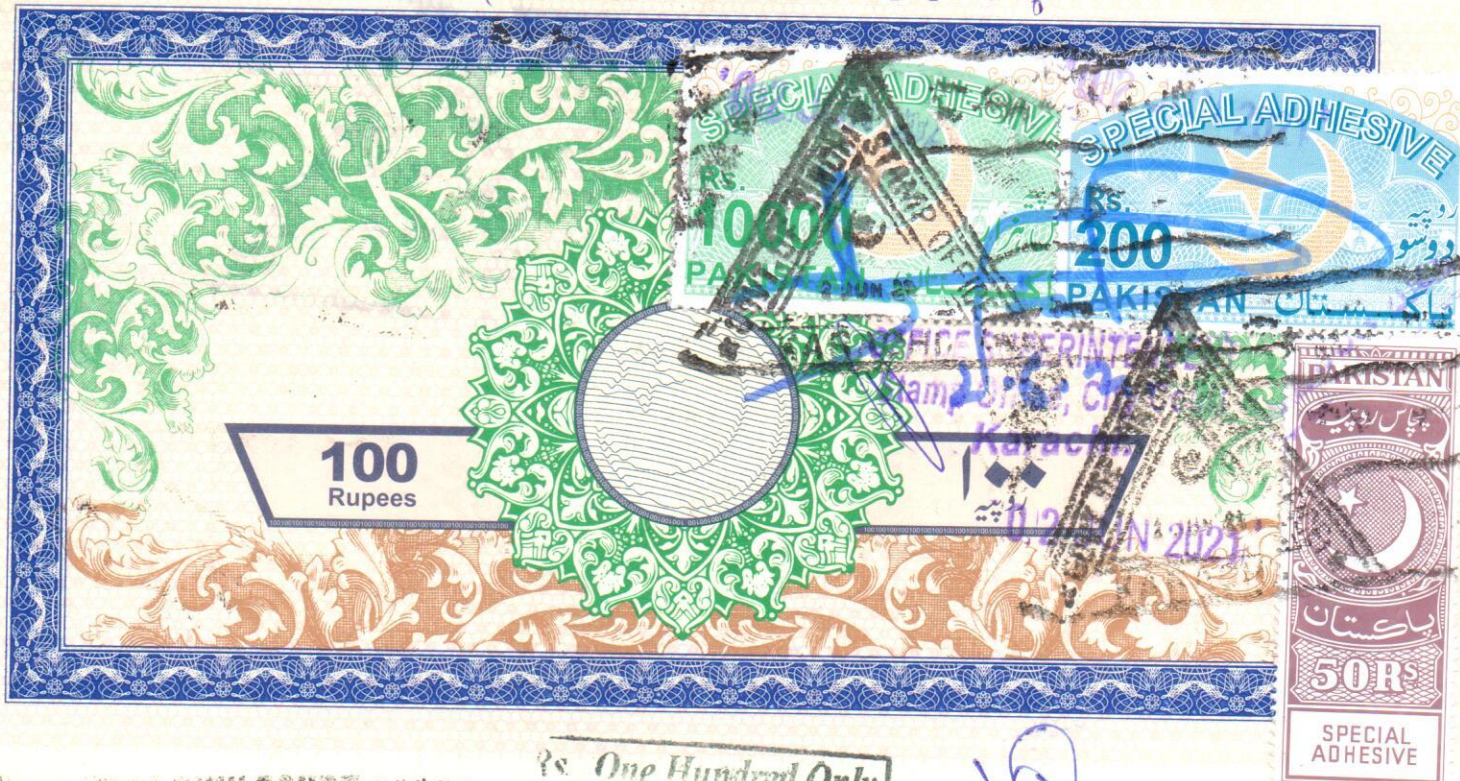


U113380

R. 102201, ut 50

02-06-2021



CAMP OFFICE CITY COURT, KARACHI

Issued to: Santag Khan AdvCNIC/LEG No. 2767 KBAVide D.S.R. No. 29 Dt. 31.3.21On behalf of Challan No. 430 Dt. 31.3.21For the purpose of Entry No. 28 Dt. 31.3.21

Rs. One Hundred Only

21 MAR 2021

Rs: 100/- Only

1000

AGREEMENT

Data Centre Modification

THIS AGREEMENT is executed at KARACHI, on this day June 03, 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 Jaffer Business Systems (Pvt) Ltd, having its office at # 33A, City Tower, PECHS, Block 6, Shahr-e-Faisal, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through Mr. Mughees Shaikh, holding CNIC No. 42101-4979165 on the SECOND PART.

WHEREAS "IBA" intends to obtain Data Centre Modification vide tender # IT/12/20-21 for the Data Centre Modification (IBA requirement) discussions in respect of the same before the determination of scope of supply will be held with "IBA" as "Data Centre Modification" and "THE SUPPLIER" have offered to render all kind of Data Centre Modification (including but not limited to the "Data Centre Modification" 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.

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their official for the specific purpose of "Data Centre Modification" discussions in respect of the same with "IBA" before the determination of Scope Data Centre Modification with any/all other relevant details to "IBA". "THE SUPPLIER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth.

Article I

DUTIES & SCOPE OF SUPPLIES AND AGREEMENT

1.1 This Agreement includes, "Data Centre Modification", discussions with "IBA" before the determination of scope of supply with any/all other relevant details for presentation to "IBA". The description/BoQ is appended below:

S.#	Specification	QTY	UOM
A	SUPPLY		
1	Aluminum Double Glass Partitioning Works with Doors (hydraulic door closer) Aluminum = 1.6 Gage Glass = 5mm double glazed 7'X21' Glass = 5mm tempered both 7'X21' Glass = fixed frame 2.5'x21' with alucobond	1	EACH
2	Raised Flooring 600x600 1200mm pedestal height	120	SQFT
3	Comfort Cooling Flooring Standing 4 Ton (Inverter) Power Supply: 380-20V 3N~50Hz Cooling Capacity : 48000 Btu/h Cooling Rated current: 8.5A Cooling EER 3.00 W/W or higher Compressor Type: Twin-Rotary Compressor Brand: MITSUBISHI/GMCC or higher Compressor Input: 4270W Compressor Rated Current (RLA): 12A Indoor Coil No of Circuits: 6 Outdoor Coil No of Circuit: 10 Refrigerant Type: R410A/3800g Unit performance rated should be T3 High ambient design 50 degrees Celsius	2	EACH
4	Environment monitoring & control includes: - 3 temperature and humidity sensor points - 2 AC Controls. Time and temperature based scheduling Time and temperature based scheduling	1	EACH
5	Electrical Distribution Board Main CB 1x100A TP Branch CB 3x63A TP	1	EACH
6	Electrical Wiring 10mm 3 Core	80	RFT
B	UPGRADATION		
1	100KVA (3 Units); Brand: Emerson; Model: NXA 200KVA (1Unit); Brand: Emerson; Model: NXA CRAC (2Units) with Outers & Piping (All) Service Loading Lifting (JOB)	1	EACH

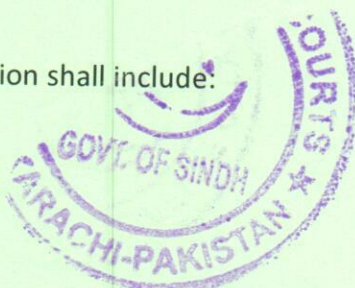
C	SERVICE		
1	Raised Flooring Services	1	JOB
2	Rack Covering , Harnessing, Tagging & Cleaning	1	JOB
3	EMS Installation of the unit at customer premises	1	JOB
4	Annual Service charges of EMS; Email Alert, Standard Dashboard plus 3 customization per year for items i - iv Includes support during office hours	3	Annual
5	Paint works	1	JOB

- 1.2 "THE SUPPLIER" agrees to provide any/all kind of Data Centre Modification to "IBA" whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.3 "THE SUPPLIER" will coordinate with Head of Procurement, of the "IBA" who will assist "THE SUPPLIER" in supervision of proposed Data Centre Modification.
- 1.4 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 1.5 "THE SUPPLIER" 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 SUPPLIER".

Article II

SCOPE OF PROFESSIONAL SUPPLIES

- 2.1 "THE SUPPLIER" hereby agree and acknowledge for the periodic supervision of Data Centre Modification in accordance with the Description & Specification.
- 2.2 "THE SUPPLIER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.3 "THE SUPPLIER" hereby agrees to accept variation, if occurred, in scope of supplies with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.4 Delivery on or before June 15, 2021.
- 2.5 The "Supplier" is committed to provide three (3) years' comprehensive onsite warranty (Manufacturer) with parts & labour including 12 months lamp warranty.
- 2.6 "THE SUPPLIER", 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/12/20-21.
- 2.7 **Scope of Work for Data Centre Modification shall include:**
- Design
 - Supply as per BOQ
 - Installation
 - Commissioning
 - Testing
 - Support and Warranty (One Year), excluding EMS, which should be 3 years.
 - Solution should be provided with all the components, features and accessories in conjunction with Bid specs, Drawings and BOQ.
 - One Project Management Professional (PMP) certified resource is must for project execution till successful completion.



- i) Operational training of proposed equipment IBA assigned staff on offered solution, including training course content and schedule onsite.
- j) OEM/Principle/partner for quoted product line must have at-least 10+ dedicated local support staff for IBA.
- k) The Supplier should provide a solution design to achieve efficiency between PUE (1.5 -1.2).

Article III
REMUNERATION

3.1 The cost offered by the Supplier is Rs. 2,924,341.00 (inclusive of all taxes) Data Centre Modification vide tender # IT/12/20-21 variation may have occurred. The cost is inclusive of labor/transportation/supplies/etc. Details of items are appended below;

Data Centre Modification Works (IBA City Campus)					
S.#	Specification	QTY	UOM	Rate	Amount
A	SUPPLY				
1	Aluminum Double Glass Partitioning Works with Doors (hydraulic door closer) Aluminum = 1.6 Gage Glass = 5mm double glazed 7'X21' Glass = 5mm tempered both 7'X21' Glass = fixed frame 2.5'x21' with alucobond	1	EACH	258,824	258,824
2	Raised Flooring 600x600 1200mm pedestal height	120	SQFT	3,765	451,765
3	Comfort Cooling Flooring Standing 4 Ton (Inverter) Power Supply: 380-20V 3N~50Hz Cooling Capacity : 48000 Btu/h Cooling Rated current: 8.5A Cooling EER 3.00 W/W or higher Compressor Type: Twin-Rotary Compressor Brand: MITSUBISHI/GMCC or higher Compressor Input: 4270W Compressor Rated Current (RLA): 12A Indoor Coil No of Circuits: 6 Outdoor Coil No of Circuit: 10 Refrigerant Type: R410A/3800g Unit performance rated should be T3 High ambient design 50 degrees Celsius	2	EACH	411,765	823,529.00
4	Environment monitoring & control includes: - 3 temperature and humidity sensor points - 2 AC Controls. Time and temperature based scheduling Time and temperature based scheduling	1	EACH	323,529	325,529
5	Electrical Distribution Board Main CB 1x100A TP Branch CB 3x63A TP	1	EACH	129,412	129,412

6	Electrical Wiring 10mm 3 Core	80	RFT	412	32,941
B	UPGRADATION				
1	100KVA (3 Units); Brand: Emerson; Model: NXA	1	EACH	(250,000)	-250000
	200KVA (1Unit); Brand: Emerson; Model: NXA				
	CRAC (2Units) with Outers & Piping (All)				
	Service Loading Lifting (JOB)				
C	SERVICE				
1	Raised Flooring Services	1	JOB	88,235	88,235
2	Rack Covering , Harnessing, Tagging & Cleaning	1	JOB	117,647	117,647
3	EMS Installation of the unit at customer premises	1	JOB	11,765	11,765
4	Annual Service charges of EMS; Email Alert, Standard Dashboard plus 3 customization per year for items i - iv Includes support during office hours	3	Annual	88,235	264,706
5	Paint works	1	JOB	235,294	235,294
Total				2,487,701	
17% GST (if applicable)				343,400	
13% SRB (if applicable)				93,294	
Grand Total Amount				2,924,341	

- 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.
- 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 SUPPLIER. 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 anytime after issuing a 15 day's notice.

Article VI
INDEMNITY

- 6.1 "THE SUPPLIER" 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 SUPPLIER", as a result of any defect in the title of IBA or any fault, neglect or omission by the "THE SUPPLIER" 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 Jaffer Business Systems (Pvt) Ltd, 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 Jaffer Business Systems (Pvt) Ltd, 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 Jaffer Business Systems (Pvt) Ltd, 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 Jaffer Business Systems (Pvt) Ltd, as aforesaid for the purpose of obtaining or inducing procurement or other obligation or benefit in whatsoever from the IBA.

Article IX
WARRANTY

- 9.1 Support and Warranty (One Year), excluding EMS, which should be 3 years.

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 will be made after delivery and submission of invoice.

Article XII
MISCELLANEOUS

12.1 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.

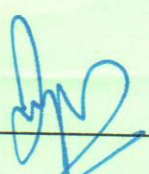
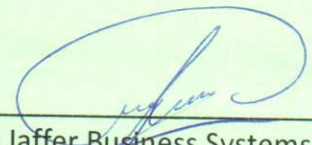
12.2 Material(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature.

12.3 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.


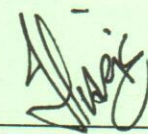
12.4 The validity of the contract will be effective from the date of issue of Purchase Order.

12.5 All terms and conditions of tender vide # IT/12/20-21 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.

<p> Dr. Muhammad Asad Ilyas Registrar Former Chairperson Accounting & Law Department Institute of Business Administration (IBA), Karachi, Pakistan</p> <p>_____ "IBA" NAME: Dr. Muhammad Asad Ilyas CNIC # _____ Address: <u>Registrar, Institute of Business</u> <u>Administration Main Campus</u> <u>University Enclave, Karachi</u></p>	<p> M/S Jaffer Business Systems (Pvt) Ltd NAME: Mughees Shaikh CNIC # <u>42101-4979165-5</u> Address: City Tower, Shahra-e-Faisal Karachi</p>
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WITNESS:

<p>1.  Syed Fahad Jawed CNIC # <u>42201-9125136-3</u> Address: <u>Head of Procurement</u> <u>Institute of Business</u> <u>Administration Main Campus</u> <u>University Enclave, Karachi</u></p>	<p>2.  M/s Jaffer Business Systems (Pvt) Ltd NAME: <u>SYED HARIS BIN RIAZ</u> CNIC # <u>42101-3149869-5</u> Address:</p>
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Focal Person IBA

Mr. Mansoor Ali

