

NBP-1920-2601290015064253

GoS-KHI-DD48B4F88DD510D6

Non-Judicial

Rs 10,757/-

Description : Contract - 15(a)
 Principal : Institute of Business Administration [27024407]
 Contractor : INTERNATIONAL TECHNOLOGY EXCHNAGER [21435286]
 Applicant : INTERNATIONAL TECHNOLOGY EXCHANGER [42201-0455784-7]
 Stamp Duty Paid by : INTERNATIONAL TECHNOLOGY EXCHNAGER [21435286]
 Issue Date : 29-Jan-2026, 04:10:01 PM
 Paid Through Challan : 202644FD7233A822
 Amount in Words : Ten Thousand Seven Hundred and Fifty Seven Rupees Only

Please Write Below This Line

You can verify your e-Stamp paper by scanning the QR code or online at www.estamps.gos.pk using the 'Verification Through Web' option.

PROVIDE ANNUAL SUPPORT OF WIRELESS EQUIPMENT

THIS AGREEMENT is executed at Karachi, on this 7th day of January, 2026.

BETWEEN

M/s. **Institute of Business Administration**, Karachi through its Registrar, located at Main Campus, University Enclave, University Road, 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. **International Technology Exchanger**, having its office at Corporate Office: 611, The Forum, Khayaban-e-Jami, Clifton, Karachi, Pakistan, Karachi, Pakistan, Pakistan, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever

Provide Annual Support of Wireless Equipment vide Tender # IT/06/25-26

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the context so permits be deemed to include its legal representatives, executors, successors and assigns), through its authorized representative **Mr. Syed Shariq Ali**, holding CNIC No. **42201-3456123-1**, on the SECOND PART.

WHEREAS "IBA" intends to obtain 'Provide Annual Support of Wireless Equipment' vide tender # IT/06/25-26 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

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

WITNESSETH

"IBA" hereby offers to appoint "THE SERVICE PROVIDER" as their supplier for the specific purpose of "Provide Annual Support of Wireless Equipment". "THE SERVICE PROVIDER" hereby agrees to the offer of the "IBA" in acceptance of the terms and conditions herein below forth.

Article I
DUTIES & SCOPE OF WORK

- 1.1 This service includes, the "Provide Annual Support of Wireless Equipment", discussions with "IBA" before the determination of scope of services 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 'Provide Annual Support of Wireless Equipment' 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 Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed 'Provide Annual Support of Wireless Equipment'.
- 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 Enclave, University Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 The SERVICE PROVIDER shall be responsible to provide hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the SERVICE PROVIDER in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within agreed timeframe according to the severity level, thereafter, the SERVICE PROVIDER shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as backup in their office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per Service Level Agreement on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.



- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from SERVICE PROVIDER except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 THE SERVICE PROVIDER must provide backup units of same or superseded specifications if the original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day, until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.
- 1.16 All equipment to be covered under this Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "THE SERVICE PROVIDER" will ' Provide Annual Support of Wireless Equipment' at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Network Switches in accordance with the description & specification.
- 2.3 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.4 "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.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.
- 2.6 "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.
- 2.7 This Agreement shall be effective from **January 07, 2026**, till the completion of warranties and support after the delivery of required items as per Bill of Quantity.
- 2.8 SERVICE PROVIDER will ensure the following:
- (a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.

(b) Service Level

Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.



- (c) Performance Goals
XX Hrs Response Time.
On-site support
Provide back-up unit if required.
- (d) Performance Measures
 - (i) 90% equipment repaired on site
 - (ii) Turnaround time for a repair Maximum 2 days or provide backup unit.
 - (iii) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.
- (e) Maintenance Schedules:
 - (i) Preventive Maintenance one (1) times in three months.
 - (f) Physical inspection of complete equipment.
 - (g) Performance tests and adjustments.
 - (h) Performance engineering modification and changes, if recommended by IBA.
 - (i) Responsible for the smooth functioning of already installed Hardware as per BOQ.
 - (j) Equipment is fully operational and perform properly and meet Standard Bidding Document's Requirements.
 - (k) The scope of the project is to provide warranties of all IT equipment and components requested in Bill of Quantity.
 - (l) Responsible to respond to events on urgent basis as per Service Level Agreement mention in this Standard Bidding Document.
 - (m) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
 - (n) Provide Backup in case of delay in part replacement.
 - (o) The SERVICE PROVIDER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
 - (p) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
 - (q) Any value-added service bundled with no impact on the Bill of Quantity, service level, shall be acceptable.
 - (r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter).
 - (s) The SERVICE PROVIDER will sign a Service level agreement (SLA) with parts for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
 - (t) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing repair & maintenance services.
 - (u) THE SERVICE PROVIDER bound to all defective items shall be replaced with new and same brand.



Article III
REMUNERATION

3.1 The charge(s)/cost(s) offered by the Supplier/Service Provider is Rs. 3,073,424 /- total for one-year (inclusive of all taxes) 'Provide Annual Support of Wireless Equipment', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Product BOM+A1:G10	Product description	Product Qty	Serial No	Service product/SLA	Service QTY/Year	PRICE PKR
0235A3MM	H3C WX3840H, EWPXZ13840H, 8-Port 1000BASE-X/1000BASE-T (8 SFP Combo+2SFP Plus) Access Controller, Global Version	1	210235A3 MMB21B0 00012	(MA) CT-Foundation Basic Service 1Y 5x9 Next Business Day-S, INT	1	698,685
0235A3MM	H3C WX3840H, EWPXZ13840H, 8-Port 1000BASE-X/1000BASE-T (8 SFP Combo+2SFP Plus) Access Controller, Global Version	2	210235A3 MMB2220 00032 210235A3 MMB21B0 00019	(MA) CT-Foundation Basic Service 1Y 5x9 Next Business Day-S, INT	1	1,397,723
0235A3FF	H3C S6520X-26XC-UPWR-SI, LSPZ1S26XCUPW, L3 Ethernet Switch(24MG(UPoE)+1Slot), Without Power Supplies, Domestic&Overseas Version	1	210235A3 FFP22100 G06J	(MA) CT-Foundation Basic Service 1Y 5x9 Next Business Day-S, INT	1	317,648
0231A2JP	H3C iMC, SW7MGIMP, Intelligent Management Platform Standard Edition, Software (DVD), Domestic&Overseas Version	1	210231A2J P02240000 LD	(MA Remote) Network Software 1Y 7x24 Remote Technical Support, INT	1	189,462
0231A2K0	H3C iMC, SW7MGWSM, Wireless Service Manager Component, Software (CD), Domestic&Overseas Version	1	210231A2 K00224000 03J	(MA Remote) Network Software 1Y 7x24 Remote Technical Support, INT	1	69,023
TOTAL						2,672,542
SST 15%						400,881
Price with Tax						3,073,424

3.2 Payment Terms

Complete payments will be made within 30 working days after the complete execution and submission of the commercial invoice. (Same also mentioned in the Standard Building Document).

3.3 Liquidated Damages

(a) In case of breach of Service level agreement 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 invoiced amount to each violation of Service level agreement.



- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (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%

- 3.4 Performance Security 5% of total amount of the Letter of Intent/Acceptance will be provided by "THE SERVICE PROVIDER".
- 3.5 Stamp Duty @ 0.35% of the cost of transaction / purchase / 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.
- 3.6 Tax(es)/Challan(s)/Levy(ies), Custom Duty/Excise Duty etc. if any or additional (other than Sales/Service Tax), will be paid/borne by SERVICE PROVIDER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Agreement of 'Provide Annual Support of Wireless Equipment' shall include the following activities;
- a. 01-year maintenance support with parts, for all the equipment listed in Bill of Quantity.
 - b. The Bidder will be required to undertake Service Level Agreement of 'Provide Annual Support of Wireless Equipment' with support and maintenance and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
 - (i) Preventive Maintenance of equipment.
 - (ii) Break down call shall be attended immediately as per the Service Level Agreement.
 - (iii) Corrective maintenance of equipment whenever called upon by the IBA.
 - d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - e. Back to back support for items mentioned in the Bill of Quantity from principal.

Article V

FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 THE SERVICE PROVIDER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 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 VI

DATA PROTECTION

- 6.1 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.



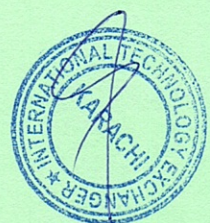
6.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:

- (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 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
- (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 persons outside that country to have access to it, without the prior written approval of IBA; and
- (d) Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
- (e) 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
- (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 VII
ADD-ON EQUIPMENT

7.1 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 VIII



SERVICE PROVIDER'S RESPONSIBILITIES

- 8.1 The 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.
- 8.2 Parts will be replaced as per agreed terms of the contract.
- 8.3 Response time will be 4 hours via telephone, email or engineer visit.
- 8.4 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.
- 8.5 Equipment pickup time will be 09:00 AM to 04:00 PM.

Article IX

SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

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

Article X

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 10.1 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.
- 10.2 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.
- 10.3 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 Bill of Quantity is also covered.
- 10.4 Under this agreement any hardware 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.
- 10.5 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. Client will be required to provide an approval or purchase order within 15 days.
- 10.6 The Service Provider will be providing 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 detailed description of how to log a call and its working.

Article XI

Operations & Maintenance (O&M) Support

- 11.1 The following shall be provided to IBA.

Number of Months	Service description
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12 months x 1 year	<p>24x7</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 trouble shooting the problem. If required, 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>
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Article XII

Call Logging System

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

Email: shariq@ite.net.pk

Call at: 03418118200 Ext. _____

Non-Working Hours / Holidays:

Name: _____

Number: +92 _____

Email: _____

12.2 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

i. Based on its expertise and knowledge The Service Provider has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (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.

ii. Incase IBA informs the Service Provider of any problem regarding the network 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.

iii. 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.

Hours of Coverage

The Service Provider will provide maintenance and support for 24x7 Basis.

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	XXXX
Severity Level 2 (S2)	XXXX
Severity Level 3 (S3)	XXXX

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: Network out of service, 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, network 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 XIII

ARBITRATION

13.1 In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person under them, arising out of or in respect of this Letter of Intent or the subject matter hereof, the same shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940, as amended from time to time. The arbitration shall be administered in accordance with the rules and procedures of the Alternative Dispute Resolution International Center (ADRIC) at the Institute of Business Administration (IBA), Karachi.



13.2 The arbitration shall be conducted by a sole independent arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within fifteen (15) days of a written request by either party, the arbitrator shall be appointed in accordance with the rules of the ADRI. The seat and venue of arbitration shall be Karachi, Pakistan, and the proceedings shall be conducted in the English language. The substantive and procedural laws of Pakistan shall apply. Subject to the foregoing, the parties agree that the courts at Karachi shall have exclusive jurisdiction.

Article XIV
FORCE MAJURE

14.1 THE 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, Acts of God, Acts of public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XV
RENEWAL

15.1 This Agreement shall be renewed with mutual consent & satisfactory performance if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article XVI
TERMINATION

16.1 "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 XVII
INDEMNITY

17.1 "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

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

Article XIX
INTEGRITY PACT

19.1 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).

19.2 Without limiting the generality of the forgoing the M/s. International Technology Exchanges 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.

19.3 M/s. International Technology Exchanger 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 instruments, be stand void at the discretion of the IBA.

19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. International Technology Exchanger 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. International Technology Exchanger as aforesaid for the purpose of obtaining or inducing procurement/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 Letter of Acceptance or Letter of Intent.
- 20.3 All terms and conditions of tender vide # IT/06/25-26 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, Karachi Dr. Mohammad Asad Ilyas
Name: Registrar
CNIC # IBA, Karachi

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

M/s. International Technology Exchanger
Name: Syed Shariq Ali Shah
CNIC # 42201-2456123-1

Address:
Corporate Office: 611, The Forum,
Khayaban-e-Jami, Clifton, Karachi,
Pakistan



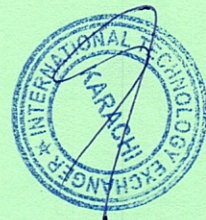
WITNESS:

1. Syed Fahad Jawid
IBA, Karachi SYED FAHAD JAWID
Name: Associate Registrar
CNIC # Institute of Business Administration Karachi

2. Yasir Zahir
M/s. International Technology Exchanger
Name: Yasir Zahir
CNIC # 42501-79119757

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

Address:
Corporate Office: 611, The Forum,
Khayaban-e-Jami, Clifton, Karachi, Pakistan



Focal Person IBA Mr. Mansoor Ali



