

ABDUL KARIM STAMP VENDOR Shee No. 129 ABBEC 2021

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SAME TO WITH ADDRESS Abdul Algert Khammall Through with Address Per Adversig NC

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(RUPEES ONE THOUSAND ONLY)

THIS service level agreement for cisco active equipment ("Agreement") is executed at Karachi, on this day well 1st June 30, 2021 ("Execution Date"),

#### BY AND BETWEEN

Registrar, located at Main Campus, University Enclave, Karachi, Pakistan (hereinafter referred to as "IBA" which expression shall wherever the context so permits, be deemed to mean and include its legal representatives, executors, successors and assigns) of the first part;

#### AND

WATEEN SOLUTIONS(PRIVATE) LIMITED, a company incorporated and existing under the laws of Pakistan, having its regional office at No. 603, 6<sup>th</sup> Floor Parsa Tower Shara-e-Faisal, Karachi, Pakistan and head office at Main Walton Road, Opposite Bab-e-Pakistan, Walton Cantt., Lahore, Pakistan (hereinafter referred to as "Service Provider" which expression shall wherever the context so permits be deemed to mean and include its successors-in-interest and permitted assigns), of the second part;

IBA and Service Provider shall hereinafter be referred to individually as a "Party" and collectively as the "Parties".



ABDUL KARIM STAMP VENDOR Shen No.R-208, Reshanbad Shah Falsal Colony Khi.

(RUPLES ONE THOUSAND ONLY)

Lis. No. 137 a.NO. DATE

WHEREAS IBA intends to obtain services for supply of CISCO network equipment and has accepted the Service Provider's bid on the terms and conditions contained herein.

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ISSUED TO WITH ADDRESS Abdul Alsem Knaskhall
THROUGH WITH ADDRESS Advocate HC
THROUGH WITH ADDRESS Advocate HC
THROUGH WITH ADDRESS ADVOCATE HOC
THROUGH WITH ADDRESS ADVOCATE H IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN AND FOR GOOD AND VALUABLE CONSIDERATION:

#### Article I

#### **DUTIES & SCOPE OF WORK AND AGREEMENT**

This Agreement includes, the terms and conditions contained herein,

- 1.1 The Service Provider agrees to provide any/all kind of services(s) & work(s) of Cisco network equipment to IBA whenever and wherever form is required as per the terms and conditions of this Agreement.
- The Service Provider will coordinate its work with Manager IT, of IBA who will 1.2 assist the Service Provider in supervision of proposed services.
- The Service Provider hereby agrees to accept variation, if any occurs, in the scope of 1.3 professional services and will work with mutual consent on acceptable cost, price, charges and/or amount inclusive of all taxes and levies.
- The Service Provider will visit the Purchase Office located at Main Campus, 1.4 University Road, Karachi as and when required with prior appointment.
- All logistic charges will be borne by the Service Provider. 1.5



ABDUL KARIMSTAMPIVENDORnent shall commence and be effective from 1st June 2021 ("Effective shop No.R-700, Remainded Shall and Shall continue in full force and effect for a term of one 1015 year unless SAND ONLY)

Lic. No. 137

2 8 DEC dommercial terms may vary at the time of renewal if so required by Service Provider

ISSUED TO WITH ADDRESS ADDITATION THE STATE OF THE STATE

## Article II SCOPE OF PROFESSIONAL SERVICES

- 2.1 The Service Provider hereby agrees and acknowledges to ensure the periodic supervision of the supplies and to check the execution of the services in accordance with the description and specifications.
- 2.2 The Service Provider hereby agrees and acknowledges its acceptance of attending meetings with the Head of Procurement of IBA" as and when required to do so.
- 2.3 The Service Provider hereby agrees to accept variation, if occurred, in scope of professional services and shall work with mutual consent on acceptable charges inclusive of all taxes and levies.
- 2.4 The Service Provider shall ensure that all of its staff shall have national CNIC and discourage work through child labor.
- 2.5 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.
- 2.6 The Service Provider will ensure the following:

The

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(8)

(a) Provision of support and maintenance services as recommended for the equipment listed under this Agreement, provisioning of extended warranties



ABDUL KARIM STAMP VENDORIters, Firewalls, Wi-Fi equipment, telephony equipment and access SAMI ONLY shop No.R-206, Reshanbad Shah Faisal Colony Males etc. 010820

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Responsible for the smooth functioning of already installed Hardware as per

ISSUED TO WITH ADDRESS Abdul Alean Khashall THEOLIGH WITH ADDRESS Advocate NC EURPOSE Met to Use Divoke Doed Equipm VALUE RESEARCH FOR SIGNATURE TO COMPANY TO COMPAN

Adverse MC Adverse MC abbitter and performance in compliance with IBA's and performance in compliance with IBA's account to the standard requirements.

- (d) Respond to events on urgent basis as per this Agreement SLA mention in this BD.
- (e) Take responsibility to handle level 2 & 3 technical support issues.
- (f) Be responsible to provide backup or replacement hardware (in case if faulty hardware is irreparable). Replacement or backup hardware shall be the same or of higher specifications.
- (g) Be responsible to provide backup equipment in case of delay in part replacement.
- (h) The Service Provider will be responsible for the smooth and full-fledged functioning of hardware included in the Agreeent.
- (i) The Service Provider will provide support and warranties of IT equipment and components included in this Agreement.
- (j) The Service Provider will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance / support / replacement etc. of items which are part of this Agreement.
  - i. Critical: Urgent response and replace faulty equipment.



ABDUL KARIM STAMP VENDOR NBD: Next Business Day delivery of replacement hardware.

Shop No.R-206, Reshanded Shah Falsal Colony Khi.

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S.NO. 28 DEC(2021 The Service Provider Shall be responsible to handle level 2 and 3 technical support issues.

School to with appress Abdul Aleem Khaskhall the property with appress Advocate HC customer With appress and the Service Provider shall be responsible to log ticket to Cisco Tech Support watth 1985.

- (m) The Service Provider must provide backup or replacement of any hardware with the same or higher specifications. Equipment of lower specification will not be acceptable by IBA.
- (n) The Service Provider must provide backup in case of delay in delivery of relevant model, as specified above.
- (o) The Service Provider will provide onsite comprehensive replacement for a warranty period of one year which will include the replacement of the network equipment (if necessary) without any additional costs.

#### Article III REMUNERATION

The total service charges that will be paid by IBA to the Service Provider is Rs. 4,638,487.00 (inclusive of all taxes) The service charges are inclusive of labor transportation and/or supplies /etc. The details of items is appended below;

S.No. Product Description	Serial No.	Servi	Qty
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BDUL KARIM STAMP VENDOR sop Ne.R-205, Reshanded Shah Faisa? Colony Khi.		fg.	Level	INE THOUSANI	ONLY
NG. 28 DEC 2021  ATE SHEED TO WITH ADDRESS Abdul Aleem Khasihall Advocate H/C  ALEE DE CONTROL OF THE DEVOTE DEED  WS- C2960X-48FPS-L	CATALYST 2960-X 48GIGE POE 740w 4x1G SFP LANE	FOC1817Y27S,FOC1817 Y27D,FOC1 817Y27E,FOC1817Y27P, FOC1817Y 27X,FOC1817Y283,FOC 1817Y286,F OC1817Y29H,FOC1817 V29Y,FOC 1817Y2AA,FOC1817Y2 BO,FOC181 7Y2B2,FOC1817Y2B7,F OC1817Y2B 9FOC1817Y270, FOC1817Y271, FOC1817Y271, FOC1817Y274, FOC1817Y284, FOC1817Y284, FOC1817Y284,	Next Busin ess Day	35	



4 - 4 - 8 E	B DEC 207 ADDRESS Abdu	Aleem Khaskhall Advocate H/C	. 010832	FOC1817Y29L, FOC1817Y2A5, FOC1817Y2AH, FOC1817Y2B5, FOC1817Y2B8	RUPEE	ONE THOUSAND ONLY)
	2	WS- C2960X- 24PS-L	CATALYST 2960-X 24 GIGE POE 370w 4xIG SFP LANE	FCW1812A3QH,FCW18 12A3RM,F CW1812A3RS, FCW1812A48F,FCW181 2A48S, FCW1812A3PQ, FCW1812A3Q6, FCW1812A3QF, FCW1812A3RU, FCW1812A3S6, FCW1812A45X, FCW1812A48A, FCW1812A48A, FCW1812A48H	Next Busin ess Day	14



Shop No.R-295, Res Lic. No. 137 E.NO. 2 8	DEC 2021 DDRESS Abdul Aleem Khaskhall Advocate H/C DDRESS ADVOCATE	802.11G/N CTRL- BASEDAP W/CLEANAI R;INT ANT;E RN	FCZ1822J101,FCZ1822J1 02,FCZ182 2J103,FCZ1822J104,FCZ 1822J111, FCZ1822J112,FCZ1822J1 13,FCZ182 2J114, FCZ1822J115,FCZ1822J1 16,FCZ182 2J117,FCZ1822J118,FCZ 1822J119, FCZ1822J11A,FCZ1S22J 11F,FCZ182 2J11G,FCZ1822J11H,FC Z1822J11J	Next Busin ess Day	S ONE THOUSAND ONLY)
	4 CP-6921- CL- K9	CISCO UC PHONE 6921,CHARC OAL,S LIMLINE HEADSET	PUC181302AS,PUC1815 094K,PUC 18160VEH,PUC18160VF P,PUC181 60VFQ,PUC18160VHO,P UC18160V H3,PUC18160VHY,PUC 18160VI8,P UC18160VJE,PUC18160 VIF,PUC18 160VIT,PUC18160VIW,P UC18160V IY,PUC18160VJ2,PUC18 18021M, PUC1818022Z,PUC1818	Next Busin ess Day	40



ABDUL KAP Shep No.R-206, Re Lic. No. 137 S.NO. 2 DATE READED TO WITH A PURPOSE, VYLE VALUE RR. 1115 STAMP VENDON'S	RIM STAMF shanbad Shah F B DEC 202 ADDRESS ADDRESS A Use Blygres pa	aisel Golony Khi.	Server  VM ware vSphere 5 Standard (1CPU) 1YR Support Required	(RU	PEES ON	E <sub>4</sub> THOUSAND ONLY)
	7	AIR- CT5508- 100-K9	[CISCO 5508 SERIES WIRELESS CONTROLL ER FOR UP TO 1S with RDUNDANT POWER SUPPY	FCW1821L09R	Next Busin ess Day	1
	8	AIR- CAP1602I- C- K9	[802.11A/G/ N CTRLR- BASED AP, INT ANT, C REG DOMAIN]	FGL1822S47B, FGL1822S47C, FGL1822S47D, FGL1822S47E, FGL1822S47F, FGL1822S47G, FGL1822S47H, FGL1822S47J, FGL1822S47K, FGL1822S47LFGL1822S47M, FGL1822S47LFGL1822S47M, FGL1822S47N,	Next Busin ess Day	40

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ABDUL KARIM STAMF Shep No.R-200, Reshanbad Shah Fa Life: No. 137	aisal Colony Khi.	One Year Sub Tier A	RUPEES	ONE THOUSAND ONLY)
S.NO. 28 DEC 202 BATE ISSUED TO WITH ADDRESS ADALY TO RAUGH WITH ADDRESS PURPOSE, NO. 547-US. BYONG BY STAMP VENDOR'S SIGNATURE.	Aleam Khasiinali 1- Advocate Nic 19 S.C.	Migration to UC Manager Basic- less than 1K Users		50
J. U	CSS- UCMBAS A-1-1	UC Manager UCSS-1Basic User One Year Sub Tier A		50
5332	IIG- ICXN9- USR	Mig Unity 4x or later/Unity Cxn 1x to Unity Cxn 9x User		500
	JCSS-U- ASG-1-1	UCSS for Unity or Unity Connection- 1 user One Year Sub		500
	JCSC- C220- M3SBE=	UCS C220 M3S BE		2



ABDUL KARIM STAN Shep No.R-206, Reshanbad Shah Lis, No. 137 S.NO. 2 8 DEC 20 DATE ISSUED TO WITH ADDRESS PURPOSE, 191,191,191, Piverse S VALUE RESTANDANT SIGNATURE STAMP VENDORE SIGNATURE	P VENDOR Faisal Golony Khi. CP-PWR- 7925 G	[CISCO 792SG POWER S SUPPLY FOR UNITED KINGDOM	AC18190AODJ ,IAC1819AOE2	(RUPEES ON	E THOUSAND ONLY)
	CP-BATT- 7925G- EXT	[CISCO 792SG BATTERY EXTENDED			
	MIG- CUCM- ENHP-A	Migration to UC Manager 9x10 Enh Plus-less than 1K Users			100
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	5	CP-7925G- E- K9	[CISCO 7925G ETSI;BATIE RY/PO WER SUPPLY NOT" INCL]	IAC1819A02W,IAC1819 A04C,IAC181 9A04F,IAC1819A04L, IAC1819AOSN,IAC1819 AOSQ,IAC181 9AOAS,IAC1819AOBB,I	Next Busin ess Day	10	



## Part	30 and 30
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ABDUL KARIM STAMP VENDOR Shop No.R-208, Reshanbad Shah Raisal Colony Khi.

Lic. No. 137 S.NO.

2 8 DEC 2021

DATE

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(BUPEES ONE THOUSAND ONLY)



# ABDUL KARIM STAMP VENDOR Shop No.R-206, Reshanbad Shah Faisal Colony Khi.

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ED TO WITH	G 44	Sa TOMY Ocate Divorce Deed (Attested	Description	Qty	Unit Price Excluding Taxes	Unit Price Taxes	Total Price Excluding Taxes	Total Price Including Taxes
PVENDOR	a signa	CON-SNT- CT08100	^Cisco 5508 Series Wireless Controller for up to 100 Aps	1	988,948.00	128,563.24	988,948.00	1,117,511.24
	2	CON- SNTP- UCSC-C22	CON-SNTP- UCSC-C22	1	81,568.20	10,603.87	81,568.20	92,172.07
	3	CON- SNTP- UCSC-C22	CON-SNTP- UCSC-C22	1	81,568.20	10,603.87	81,568.20	92,172.07
	4	CON-SNT- CP7861K9	Cisco UC Phone 7861	1	1,503.60	195.47	1,503.60	1,699.07
	5	CON-SNT- CP7861K9	Cisco UC Phone 7861	1	1,503.60	195.47	1,503.60	1,699.07
	6	CON-SNT- CP7861K9	Cisco UC Phone 7861	1	1,503.60	195.47	1,503.60	1,699.07
	7	CON-SNT-	Cisco UC	1				



ABDUL KA	RIM	STRIM VEND	Phone 7861		1,503.60	195.47	1,503.60	1,699.07	ID UNL
Lic. No. 137 S.NO.	8 D	ad Shah Faleat Colony CON-SN 1- ECP 2821 K9	Cisco UC Phone 78610 S	41	1,503.60	195.47	1,503.60	1,699.07	
SSUED TO WITH LEGICAL WITH PURPOSE, NOT STAMP VENDOR	ADDRI or Use	Abdul Aleem Khas Advocate Divorce Deed VSSSTD1A	www.verestandard, list price is ANNUAL						
	10	CON- ECMU- LICMBASA	SWSS UPGRADES UC Manager- 10.x Basic Single User- Under	10	3,458.40	449.59	34,584.00	39,079.80	
	11	CON- ECMU- UNITCNOS	SWSS UPGRADES One Unity Connection 10.x 11.x Voice Messaging	10	2,255.50	293.22	22,555.00	25,486.80	
	12	CON- ECMU- LICMEHPA	SWSS UPGRADES UC Manager- 10.x Enh	10	7,969.30	1,036.01	79,693.00	90,053.40	

14	WTL- Support	Wateen Local Support of Switches, access point and Ip phones O & M Services	1	2,623,845.30	341,099.89 16,762.38	2,623,845.30 128,941.40	2,964,945. 145,703.78	_
13	CON- ECMU- LICOENHA	UPGRADES UC Manager- 10.x Enhanced Single User- Und Wateen Local	10	5,563.50	723.26	55,635.00	62,867.40	

#### 3.2 Liquidity damages:

- (a) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether by serving fifteen (15) days' prior written notice.
- 3.3 Performance Security of 5% of total amount of Purchase Order will be provided by the Service Provider.

- 3.4 Stamp Duty of 0.35% of the cost of transaction under this Agreement will be deposited in Government treasury by the Service Provider. This paid stamp duty challan will be submitted along with the Bill and/or Invoice.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

IBA will make payment quarterly in advance at the start of each quarter.. Invoice / bill should be submitted to Procurement Department after acknowledgment by Manager IT.

3.6 Bid Bond amount deposited by Service Provider will be returned to Service Provider by IBA on contract submission and the performance guarantee will be discharged in favor of Service Provider at the time of contract completion and/or expiry of the term.

## Article IV ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The annual support and maintenance services for the CISCO network equipment shall include the following:
  - a. One (1) year maintenance support with parts, for all the CISCO Network Equipmentmentioned in Article 3. .
- 4.2 The Service Provider will be required to undertake support and maintenance services for the CISCO network equipment and related components as follows:
  - Break down call shall be attended immediately as per SLA.
  - b. network equipment and its components whenever called to do so by IBA.
  - c. The Service Provider will be required to ensure that maintenance personnel are readily available as and when required by IBA.

d. The Service Provider will provide back to back support for items mentioned in the BOQ delineated in Article 3.

#### Article V SLA TIME MATRIX

5.1 The Service Provider shall provide the required services as per the SLA matrix given below: -

	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
Equipment	Max. Response	Max. Rectification	Max. Response	Max. Rectification
CISCO Network Equipment and related accessories.	1 Hour	2 Hours	2 Hour	4 Hours

- 5.2 The time mentioned in the above table shall not be counted as 'Down Time'. In case the Service Provider replaces the equipment, IBA shall relax the downtime for five days.
- In case of three repetitive faults in any equipment due to occurrence of the same fault in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and Service Provider shall replace the defective component / part with a new one within three days.

#### Article VI FUTURE DEVELOPMENTS AND UPGRADES

6.1 The Service Provider shall keep IBA promptly informed of any technological or regulatory changes affecting the services.

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 VII

#### ADD-ON EQUIPMENT

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 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 The schedule response time will only be applicable at Karachi.

#### 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 IBA under the terms of this Agreement.
- 9.2 It is hereby specifically agreed between the Parties that during the term of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation of above BOQ 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 Manufacturer warranty for hardware will be covered only as mentioned in this Agreement. Any application software, signature and OS update/upgrade or data backup is not covered.
- 9.4 In case any critical marked hardware becomes faulty, it will be replaced by backup equipment provided by the Service Provider within 4 hours, whereas replacement of the faulty part will be provided afterwards accordingly.
- 9.5 In case any hardware other than that marked critical becomes faulty, it will be replaced by the Service Provider within the next business day whereas replacement of the faulty part will be provided afterwards accordingly.
- 9.6 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 IBA. IBA will be required to provide an approval or purchase order within fifteen (15) days.
- 9.7 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. The attached call logging procedure document provides detailed description of how to log a call and it's functioning ability.

#### Article X

All calls will be logged centrally either through telephone, email or web based call logging system and will be distributed city wise. Another notification will be sent to

IBA once the call is successfully closed.

#### **Hours of Coverage**

The Service Provider will provide maintenance and support for 8x5 Basis.

#### Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time	
Severity Level 1 (S1)	1 Hour	
Severity Level 2 (S2)	2 hour	
Severity Level 3 (S3)	4 hours	

#### 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 XI

#### ARBITRATION

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 Service Provider 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 laws of Pakistan. The seat of arbitration shall be Karachi.

**Article XII** 

FORCE MAJEURE

- Any failure or delay in the performance by either Party of its obligations under the terms of this Agreement shall not be a breach if the failure or delay results from any act of God, governmental action (whether in its sovereign or contractual capacity), or any other circumstance reasonably beyond the control of Parties including, but not limited to, meteorological or astronomical disturbances, cable cut, earthquake, hurricane, snowstorm, fire, flood, strikes, labor disputes, act of terrorism, war, civil disorder, epidemics, quarantines, embargoes, or any other third party issues which have affected Service Provider's network and restoration of fault cannot be carried out within twenty four (24) hours due to restriction by authority to work at fault location.
- 12.2 IBA recognizes that the services may be adversely affected by natural or man-made physical structures/constructions, atmospheric conditions, natural phenomenon and other causes of interference including without limitation solar radiation, and may fail or require maintenance without notice. Service Provider shall not be liable for any disruption, interruption, suspension or termination of the Services caused due to the foregoing except to the extent herein provided.
- Service Provider shall not be liable for any interruption, suspension or termination of the services or part thereof necessitated by order of the Government of Pakistan or of the PTA or if required by law, whether with or without notice.

#### Article XIII

#### RENEWAL

This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if IBA, Karachi and the Service Provider agree to do so.

#### Article XIV

LIST.

#### **TERMINATION**

- 14.1 In case a Party commits any breach of the terms and conditions contained in this Agreement, the non-breaching Party shall have the right to terminate/suspend this Agreement by providing thirty(30) days prior notice to the breaching Party. However, if the breach is remedied by the breaching Party to the satisfaction of non-breaching Party, within the above said period the Agreement shall not be terminated/suspended by non-breaching Party.
- 14.2 The termination of this Agreement shall be without prejudice to any provisions which are to have effect after termination.
- 14.3 Upon termination of this Agreement in accordance with the terms hereof, IBA shall immediately pay to Service Provider all amounts due to Service Provider. The termination of this Agreement for any reason shall extinguish all of Wateen's obligations under this Agreement, but shall not relieve either Party of any obligation that may have arisen prior to such termination.
- In the event of early termination of this Agreement, the Agreement shall forthwith become wholly void and of no further force and effect; and IBA will remain liable to Service Provider for any breach of this Agreement existing at the time of such termination, and Service Provider, may seek such remedies against the other with respect to any such breach as are provided in this Agreement. In the case of termination by IBA, it will be liable to Service Provider for the sum of any unpaid fees and dues existing at the time of termination and which were due to Service Provider under the terms and conditions of this Agreement.

Article XV

#### **INDEMNITY**

Each Party in its individual capacity shall indemnify and keep the other Party and any person claiming through a Party fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by either Party as a result of any defect in the title or any fault, neglect or omission by a Party which disturbs or damage the reputation, quality or the standard of services provided by a Party and any person claiming through the Party.

#### Article XVI

#### NOTICE

- 16.1 All notices and other communications in connection with this Agreement shall be made by each Party at the address set forth below or to such other addresses as may be designated by a Party by giving written notice to the other Party pursuant to this clause.
- All notices required by this Agreement shall be furnished in writing by hand delivery, certified post, electronic mail and telefax to the following addresses:

# Attention: Head of Corporate Sales Opposite Bab-e-Pakistan Main Walton Road, Lahore Pakistan Fax: +92 42 5787091 Email: Attention: Mr. Hanif Institute of Business Administration, Karachi Main Campus, University Enclave, Karachi, Pakistan (0332-3760498)

All notices shall only be effective on receipt.

#### **Article XVII**

#### INTEGRITY PACT

- 17.1 The intention not to obtain the procurement or work of any contract, right, interest, privilege, or other obligation or benefit from IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 17.2 Without limiting the generality of the forgoing the Service Provider, 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 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 IBA, except that which has been expressly declared pursuant hereto.
- 17.3 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. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right & remedies available to IBA under any law, contact, or other instrument, be stand void at the discretion of IBA.
- 17.4 Notwithstanding any right and remedies exercised by IBA in this regard, Service Provider, agrees to indemnify IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to IBA in any amount

equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the Service Provider, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from IBA.

#### **Article XVIII**

#### **ESCALATION MATRIX**

Service Provider support desk team is available 24/7 on Tel: 111-999-919 and can also be contacted at <a href="mailto:zain.khan@wateen.com">zain.khan@wateen.com</a> for any related queries.

Department	<b>Escalation Level 1</b>	Escalation Level 2	Escalation Level 3	
		Senior Network Engineer	Team Lead ATS	
Network engineer: ATS TAC	Support Desk Team 24/7	Shamsher Ali	Farough Baig	
Manager Technical IP	Tel: 111-999-919	Cell: 0320-4147349	Cell: 0321-2103734	
	Ats-tac@wateen.com	Shamsher.ali@wateen.com	Farough.baig@wateen.com	

#### Article XIX

#### **MISCELLANEOUS**

and be

The terms and conditions of the Agreement have been read by the Parties which they admit to be correct and abide by the same.

IN WITNESS WHEREOF, the Parties hereto have set & subscribed their respective hands to

ans Agreement at Karachi on the date as mention	ned above.		
Dr. Mohammad Asac Registrar Former Chairperson Accounting & Law Institute of Business Administration	Department 1		
nstitute of Business Administration Karachi, Pakistan	Wateen Solutions(Private) Ltd		
NAME: Dr. Muhammad Asad Ilyas	NAME: Adil Rashid		
CNIC No:	CNIC No: 37405-0223625-3		
Address:	Address:		
Registrar, Institute of Business	Suit No: 603, Main Shahra-e-Faisal,		
Administration Main Campus University Enclave, Karachi	Parsa Tower, 6 <sup>th</sup> Floor, Karachi		
3. <b>4</b> 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	4. Having Wateen Solutions (Private) Ltd		

NAME: Zain Khan
CNIC No: 54400-7954633-3

Address: D-67, Block 2, Saditown

IBA

NAME: Syed Fahad Jawed

CNIC No: 42201-9125136-3

Address:

Head of Procurement

Institute of Business Administration Main Campus University Enclave, Karachi

Focal Person IBA

Mr. Wajeel Zoili