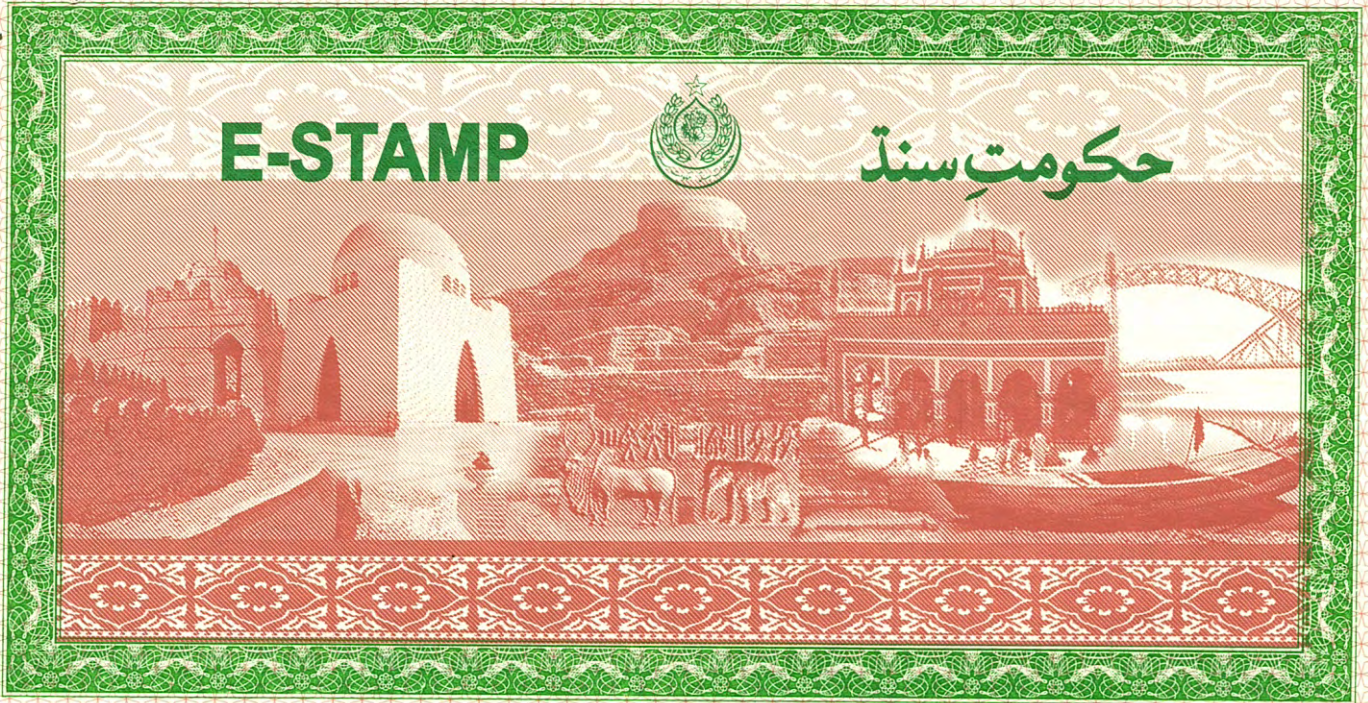


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NBP-0144-2501090006243047

GoS-KHI-6E25180BA7030336

Non-Judicial

Rs 26,156/-

Description	: Contract - 15(a)
Principal	: INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [27024407]
Contractor	: SILICON TECHNOLOGIES [09046232]
Applicant	: Naeem ur Rehman [42301-2523288-7]
Stamp Duty Paid by	: SILICON TECHNOLOGIES [09046232]
Issue Date	: 09-Jan-2025, 11:03:57 AM
Paid Through Challan	: 20250EC897B620A9
Amount in Words	: Twenty Six Thousand One Hundred and Fifty Six Rupees Only

Please Write Below This Line



Provide, Supply & Installation with Commissioning of UPS with Support & Maintenance

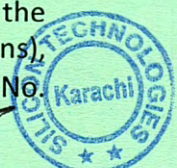
THIS AGREEMENT is executed at KARACHI, on this day January 03, 2025.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Enclave, University Road, Karachi, through its authorized representative Mr. Syed Wajeeh Zaidi (Associate Registrar ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s Silicon Technologies, having its office at Office # 77-E, Ghazali Road, Block-2, P.E.C.H.S, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its Key Account Manager - Corporate Sales, Mr./Ms. Mr. Mubeen Ul Haq, holding CMC No. 42201-0591191-9 on the SECOND PART.



WHEREAS "IBA" intends to obtain 'Provide, Supply and Installation with Commissioning of UPS' (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provide, Supply and Installation with Commissioning of UPS" and "THE SERVICE PROVIDER" have offered to render all kind of "Provide, Supply and Installation with Commissioning of UPS" (including but not limited to the "Provide, Supply and Installation with Commissioning of UPS" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having accepted the offer in finished form complete in all respect.

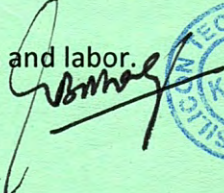

NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "Provide, Supply and Installation with Commissioning of UPS" discussions in respect of the same with "IBA" before the determination of "Provide, Supply and Installation with Commissioning of UPS" to illustrate the schematic schedule work to suitable scale with any/all other relevant details for performance to "IBA" for "Provide, Supply and Installation with Commissioning of UPS". "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions here in below forth. The 'Terms of Conditions' of Tender Document are the integral part of this agreement.

Article I DUTIES & SCOPE OF WORK

- 1.1 This service includes, the "Provide, Supply and Installation with Commissioning of UPS", 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, Supply and Installation with Commissioning of UPS' 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, Supply and Installation with Commissioning of UPS'.
- 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 company 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 "THE SERVICE PROVIDER" shall provide a backup unit. "THE SERVICE PROVIDER" is also bound to arrange at least 15% of the hardware inventory as backup in company 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 SLA 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 company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 The "SERVICE PROVIDER" must provide backup units if 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 SLA 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, Supply and Installation with Commissioning of UPS' at IBA Main Campus at, 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 UPS (supplied and installed against this agreement) 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 03, 2025, till the completion of warranties and support (3 years) after the delivery of required items as per Bill of Quantity.
- 2.8 The "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.

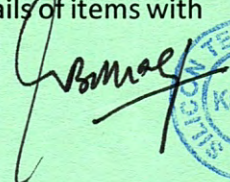

(c) Performance Goals
XX Hrs Response Time.
On-site support

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 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 equipment and components requested in BOQ.
 - (l) Responsible to respond to events on urgent basis as per SLA 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 BOQ, 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 three years, 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. **7,473,142/-** total (inclusive of all taxes) 'Provide, Supply and Installation with Commissioning of UPS', variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items with scope of work as per standard bidding documents are appended below;

i) Bill of Quantity

S. No.	Item	Description	Requirement		Quoted Model	Quoted Brand	Qty	UoM	Unit Price	Total Amount
1	UPS (without Batteries)	Brand & Model	UPS	Vertiv MTP or equivalent	Vertiv	01203945	2	Unit	2,692,628	5,385,256
		Capacity	KVA	60						
		Input	Voltage	380/400/415VAC 3-Phase, 4 Wire						
			Voltage Range	110 to 300 VAC @ 50% load; 184 to 276 VAC @ 100% load						
			Frequency	50/60 Hz						
		Output	Voltage	380/400/415 VAC (3-Phase)						
			Frequency	50/60 Hz						
		Protection	Full Protection	Under/Over Voltage						
		Protection Phase	Full Protection 3 Phase	Spike/Surge Suppression						
				Overload, Short Circuit						
				Configurable for 400 or 415V 3 Phase nominal output voltage						
		Communications & Management	Alarm	Auditable and Visible Alarms						
			Emergency Action	Emergency Power Off (EPO)						
		Network Interface Card	SNMP Card	VT-CRD-03020728						
VERTIV SNMP IS-UNITY-DP Card										
Electrical Work	Electrical Work with Material					1	Job	-	-	
Complete Installation and Commissioning of 60 KVA UPSs							1	Job	813,953	813,953
Warranty	3 Years of Comprehensive Onsite Warranty									
Total Amount of Supplies without Tax										5,539,912
18% GST										997,184.16
Total Amount of Services without Tax										813,953
15% SST										122,092.95
Grand Total Amount with All Taxes										7,473,142.11

ii) Scope of Work

- The selected bidder shall be responsible for providing three years of comprehensive warranty, support, services and maintenance.
- The scope of this bid, and its subsequent order, is to provide Supply, installation, commissioning, and Support/warranties (three years) of equipment and components with transport and labour charges included in the BOQ.
- The selected bidder will be responsible to respond as specified below to calls, whether normal or urgent, for maintenance/support/replacement etc. of items that are part of this BoQ.
- 24x7 on-site support with 2 hrs initial response time.
- 24x7 on-site support with 4 hrs turnaround time.
- The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- Bidder must provide backup in case of delay in warranty claim/support of the relevant model, as specified in BoQ.



- h) The onsite comprehensive replacement warranty period of three years is mandatory which includes replacement of the equipment included in BoQ (if necessary) without any additional cost.
- i) Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggradation centre.

3.2 Payment Terms;

100% after supply and successful deployment, installation with commissioning of UPS as per Scope of Work and Bill of Quantity and submission of commercial invoice, at IBA Main Campus, University Enclave, Karachi. (the same was already given in the Standard Bidding Document/Tender document as well).

3.3 Liquidated Damages;

- (a) In case of breach of SLA calculation will be done as per table below and IBA, Karachi 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 SLA.
- (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;

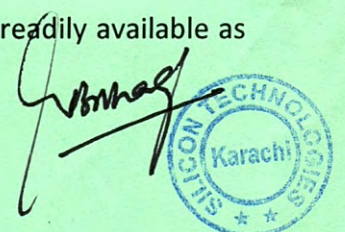
Level	Event	% of Invoiced amount per violation
L1	Severe	1%
L2	Critical	0.5%
L3	High	0.3%
L4	Moderate	0.1%

- 3.4 Performance Security 5% of total amount of Purchase Order 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), if any or additional (except sales/service tax) will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Agreement of 'Provide, Supply and Installation with Commissioning of UPS' shall include the following activities;
- Three years maintenance support with parts, for all the equipment listed in BoQ.
 - The Bidder will be required to undertake 'Provide, Supply and Installation with Commissioning of UPS' with support and maintenance and related components.
 - Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
 - Preventive Maintenance of equipment
 - Break down call shall be attended immediately as per SLA.
 - Corrective maintenance of equipment whenever called upon by the IBA.
 - The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - Back-to-back support for items mentioned in the BOQ 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, Karachi 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 endeavours 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, the 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 BoQ 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, Karachi.

Number of Months	Service description
1080 months	<p><u>365 x 24 x 7</u></p> <p>"THE SERVICE PROVIDER" will provide O&M support to IBA, Karachi 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 trouble shooting 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, Karachi.</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, Karachi through the Help Desk / Service Provider personnel.</p>

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: support@silicon.net.pk

Call at: [021-34548103-4](tel:021-34548103-4) Ext. [120](tel:120)

Non-Working Hours / Holidays:


Name: Saqib Hussain

Number: [+92 0300-0803369](tel:+92-0300-0803369)

Email: saqib@silicon.net.pk

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".

Saqib Hussain


- 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 24 x 7 x 365 Basis.

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	Complaint Login
Severity Level 2 (S2)	Three Business Day
Severity Level 3 (S3)	Seven Business Day

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 and question which may at any time arise between the parties hereto or any person under them, arising out in respect of this letter of intent or this subject matter thereof shall be referred to the Registrar of the IBA for arbitration/settling of the dispute, failing which the decision of the court law in the jurisdiction of Karachi binding to the parties. The Arbitration proceedings will be governed by the Arbitration Act, 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article 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 upon completion of three years 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.

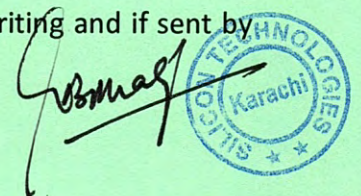
Article VIII
NOTICE

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 "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 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


The stamp is circular with the text "IBA KARACHI" and "TECHNOLOGIES" around the perimeter, and a star in the center.

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 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 the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.

19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, "SERVICE PROVIDER", 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 "SERVICE PROVIDER", as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

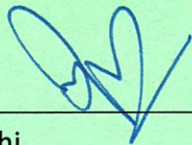
Article XX
MISCELLANEOUS

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.

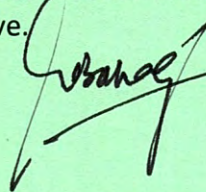

20.2 The validity of the contract will be effective from the date of issue of Letter of Acceptance or Purchase/Work Order.

20.3 All terms and conditions of tender vide # IT/07/24-25 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.



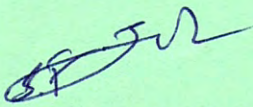
IBA, Karachi
Name: **Dr. Mohammad Asad Ilyas**
Registrar
CNIC # ~~Former Chairperson Accounting & Law Department~~
Address: **Institute of Business Administration (IBA),**
Karachi, Pakistan
Registrar,
Institute of Business Administration
Main Campus, University Road, Karachi

M/s. Silicon Technologies
Name: **Mobeen Ul Haq**
CNIC # **42201-0591191-9**
Address:
Head Office,
77-E Block-2 PECHS, Ghazali Road, Karachi
Pakistan.


WITNESS:

1.



SYED FAHAD JAWED
Associate Registrar
Institute of Business Administration
Karachi
Name: _____
CNIC # _____
Address:
Head of Procurement,
Institute of Business Administration
Main Campus, University Road, Karachi

2.



M/s. Silicon Technologies
Name: **Muhammad Ali**
CNIC # **42401-23055913**
Address:
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77-E Block-2 PECHS, Ghazali Road, Karachi
Pakistan.

Focal Person IBA Mr. Rasheed Khan