

NBP-0002-2301100001701135

GoS-KHI-B840957EA8EF4F4

Non-Judicial

RS. 10,352/-

Description	: Contract-15(a)
Principal	: INSTITUTE OF BUSINESS ADMINISTRATION KARACHI [00000000]
Contractor	: INFORMATION SYSTEM ASSOCIATES LTD [06887171]
Applicant	: AZHAR MAHMOOD [42201-6401620-1]
Stamp Duty Paid by	: INFORMATION SYSTEM ASSOCIATES LTD [06887171]
Issue Date	: 24-Jan-2023, 10:12:14 AM
Paid Through Challan	: 20230F7C5627CE9C
Amount in Words	: Ten Thousand Three Hundred and Fifty Two Rupees Only

Please Write Below This Line

SERVICE LEVEL AGREEMENT **Network Firewall License Renewal with Support**

THIS AGREEMENT is executed at KARACHI, on this day of December 30, 2022.

BETWEEN

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

AND

M/s. Information Systems Associates Limited, having its office on the **6th Floor, Illaco House, Abdullah Haroon Road, Karachi**, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Samiullah Bajwa**, holding CNIC No. **42301-3998463-7** on the SECOND PART.

WHEREAS "IBA" intends to obtain the Network Firewall License Renewal with Support vide tender # IT/10/22-23 for the Network Firewall License Renewal with Support up to the entire satisfaction, having accepted the offer in a finished form complete in respect.



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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of the "Network Firewall License Renewal with Support" vide tender # IT/10/22-23. "THE SERVICE PROVIDER" hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I

DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 THE SERVICE PROVIDER agrees to the Network Firewall License Renewal with Support to IBA whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 THE SERVICE PROVIDER will coordinate their work with the Head of ICT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of the proposed Network Firewall License Renewal with Support.
- 1.3 This Agreement shall be in effect from January 1, 2023, for a 1-year and subject to THE SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 THE SERVICE PROVIDER will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with a prior appointment.
- 1.5 All logistic charges will be borne by THE SERVICE PROVIDER.

Article II

SCOPE OF PROFESSIONAL SERVICES

- 2.1 "SERVICE PROVIDER" will be responsible for the smooth functioning of the already installed Equipment as per BOQ in Article III.
- 2.2 THE SERVICE PROVIDER must ensure that the equipment is fully operational and performing properly.
- 2.3 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 2.4 If the problem is not solved within the agreed timeframe according to the severity level, the Company shall provide a backup unit thereafter. THE SERVICE PROVIDER is also bound to arrange at least 15% of the hardware inventory as a backup in the company office.
- 2.5 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish a complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 2.6 Maintenance contract shall be with parts (without consumable parts), services and labour.
- 2.7 Service of all the equipment shall be carried out. The service plan shall be discussed with IBA authorities before its execution. The plan is to be provided by IBA authorities.



- 2.8 All faulty parts are covered under this agreement and replaced with OEM/COMPATIBLE parts.
- 2.9 No dispute rises regarding the replacement of faulty parts from the company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 2.10 SERVICE PROVIDER must provide backup units if the original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty of @2% of the total contract amount per day, until the backup unit is delivered to IBA or the original unit is returned to IBA after performing required maintenance/replacement on the part or machine as a whole.
- 2.11 All equipment to be covered under this SLA shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that the operating conditions of the equipment are duly fulfilled.
- 2.12 "THE SERVICE PROVIDER" will provide 'Network Firewall License Renewal with Support' at IBA Main Campus, University Enclave, University Road, Karachi.
- 2.13 "THE SERVICE PROVIDER" hereby agrees and acknowledges the periodic supervision of the supplies and to check the execution in accordance with the description & specification.
- 2.14 "THE SERVICE PROVIDER" hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.
- 2.15 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if occurred, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.16 All staff must have CNIC and clearly mentioned to discourage work through child labour.
- 2.17 "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.
- 2.18 This Agreement shall be in effect from January 1, 2023, to December 31, 2023, and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.
- 2.19 SERVICE PROVIDER will ensure the following:

2.19.1 Preventive and corrective maintenance as recommended for the equipment listed in this Agreement.

2.19.2 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 the list.

2.19.3 Performance Goals:



- a. _____ Hrs Response Time.
- b. On-site support
- c. Provide a backup unit if required.
- 2.19.4 Performance Measures:
 - a. 90% of equipment repaired on site
 - b. Turnaround time for a repair Maximum of 2 days or provide a backup unit.
 - c. IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.
- 2.19.5 Maintenance Schedules: Preventive Maintenance once times in three months.
- 2.19.6 Physical inspection of complete equipment.
- 2.19.7 Performance tests and adjustments.
- 2.19.8 Performance engineering modification and changes, if recommended by IBA.
- 2.19.9 Responsible for the smooth functioning of already installed Hardware as per BOQ.
- 2.19.10 Equipment is fully operational and performs properly and meets SBD's Requirements.
- 2.19.11 The scope of the project is to provide warranties for all IT equipment and components requested in BOQ.
- 2.19.12 Responsible to respond to events on an urgent basis as per SLA mentioned in this SBD.
- 2.19.13 Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low-specification hardware.
- 2.19.14 Provide Backup in case of delay in part replacement.
- 2.19.15 The SERVICE PROVIDER must maintain a backup/surplus inventory of up to a minimum of 15% for each item quoted in the bid.
- 2.19.16 Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- 2.19.17 Any value-added service bundled with no impact on the BOQ, or service level shall be acceptable.
- 2.19.18 Warranty of consumable items must be a minimum of 3 months. (Battery, Adopter)
- 2.19.19 The SERVICE PROVIDER will sign a Service level agreement (SLA) with parts for a period of one year, the extension of which shall be dependent on satisfactory performance for the previous year(s).
- 2.19.20 THE SERVICE PROVIDER must have a team of technically qualified staff on payroll for providing repair & maintenance services.
- 2.19.21 THE SERVICE PROVIDER bound to all defective items shall be replaced with the new and same brand.

Article III **REMUNERATION**

- 3.1 The cost offered by THE SERVICE PROVIDER is Rs. 2,957,454/- (inclusive of all taxes) for the Network Firewall License Renewal with Support vide tender # IT/10/22-23 variation may occur. Details of items for Preventive Maintenance are appended below:

S. No.	Product Description	Qty	Amount
1	SANGFOR NGAF M5300 1Y with WAF Product Code: PM-53-1Y M5300-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering, Application Control, IPS, Email Security, Risk Assessment, Security	1	1,308,608.00



	Visibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year Product Code: WAFL53-1Y M5300-F-I, Add Anti-Defacement Module, Web Application FW, Application Hiding, HTTP Anomalies Detection, Data Leakage Protection, Web Scanner, Vulnerability Scanner, Advanced Security Reporter, 1 Year Product Code: HRTF53-1Y M5300-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt), 1 Year Product Code: STS53-1Y M5300-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1 Year		
2	SANGFOR NGAF M5400 1Y Product Code: PM-54-1Y M5400-F-I, Premium Bundle, FW, Bandwidth Management, URL Filtering, Application Control, IPS, Email Security, Risk Assessment, Security Visibility, Basic Security Reporter, Engine Zero, Neural-X, 1 Year Product Code: HRTF54-1Y M5400-F-I, NGAF, Return to Factory (5 Business Days Ship After Receipt), 1 Year Product Code: STS54-1Y M5400-F-I, NGAF Software Upgrade, 24x7 Technical Support Services, 1 Year	1	1,308,608.00
Total Amount			2,617,216.00
13% SST			340,238.00
Grand Total Amount			2,957,454.00

- 3.2 100% payment after successful deployment, installation and configuration of the required services and support as mentioned above. The Payment shall be released after the submission of the commercial invoice within 30 working days.
- 3.3 Liquidity damage @ 2% per month of the total agreed payment as per the Purchase Order, of the total cost, will be imposed in case of delayed completion. "THE SERVICE PROVIDER" have to complete the required tasks as per the schedule.
- 3.4 Performance Security 5% of the total amount of the Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.5 Stamp Duty @ 0.35% of the cost of transaction/work order will be deposited in the Government treasury by the SERVICE PROVIDER.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE

- 4.1 The Annual Agreement of Network Firewall License Renewal with Support shall include the following activities:
- 4.1.1 1 years of maintenance support with parts, for all the equipment listed in BoQ.
- 4.1.2 The Bidder will be required to undertake the service of the Network Firewall and Maintenance of related components as follows:
- a) Onsite service to keep the equipment in good working condition. The onsite service will include the following:



- b) Service/Maintenance of equipment
- c) Breakdown down calls shall be addressed immediately as per SLA.
- d) Corrective maintenance of equipment whenever called upon by the IBA.
- 4.1.3 The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- 4.1.4 Back-to-back support for items mentioned in the BOQ from the principal.
- 4.2 THE 'SERVICE PROVIDER' shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 4.3 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 V DATA PROTECTION

- 5.1 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 misuses, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.
- 5.2 The 'SERVICE PROVIDER' shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
 - 5.2.1 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 this Agreement; and
 - 5.2.2 use the Data only to fulfil its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with the use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
 - 5.2.3 not disclose the Data without the written authority of IBA (except to fulfil 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
 - 5.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
 - 5.2.5 take all reasonable steps to ensure the reliability of the personnel who 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



- 5.2.6 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.
- 5.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 5.2.8 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

- 6.1 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 to the Agreement.

Article VII

SERVICE PROVIDER'S RESPONSIBILITIES

- 7.1 'THE SERVICE PROVIDER' will make all reasonable endeavours to provide the "Response Time" stated in the schedule and to perform the aforesaid Maintenance Support Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment downtime.
- 7.2 Parts will be replaced as per the agreed terms of the contract.
- 7.3 Response time will be 4 hours via telephone, email or engineer visit.
- 7.4 The equipment pickup time will be 9:00 AM to 4:00 PM.

Article VIII

SERVICE PROVIDER'S OUT-OF-SCOPE RESPONSIBILITIES

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

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 the Client under the terms of this Agreement.
- 9.2 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's warranty.
- 9.3 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 are also covered.
- 9.4 Under this agreement any hardware that becomes faulty, will be replaced by a 'Service Provider' provided backup to operate the environment within the next



- business day whereas replacement of the faulty part will be provided in a later phase accordingly.
- 9.5 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 the Client. The client will be required to provide an approval or purchase order within 15 days.
- 9.6 The 'Service Provider' will provide 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 a detailed description of logging a call and its works.

Article X

OPERATIONS & MAINTENANCE (O&M) SUPPORT

- 10.1 The following shall be provided to IBA.

Number of Months	Service description
12 months	<p>24 x 7 x 4</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 the support call logging procedure.</p> <p>During the O&M, the '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 a Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for troubleshooting the problem. If required, the Service Provider Technologies engineer will open a 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>

Article XI

CALL LOGGING SYSTEM

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

Email: ndt@comstar.com.pk

Phone: +92 21 35637128

Support Manager: M. Saad Qaiser Cell: 0306-2379487

Account Manager: Azhar Mahmood Cell: 0331-2235326

- 11.2 Reporting Service Call While reporting a service call a user/manager must provide the following information to 'SERVICE PROVIDER's helpdesk to log a service call:



- (a) Username, Contact Numbers.
 - (b) Model and the serial number of machines/devices.
 - (c) Brief description of the problem and symptoms.
 - (d) Ask for Call Log "Ticket Number"
- 11.3 Based on its expertise and knowledge The 'Service Provider' has categorized all problems into 3 levels of problems i.e. Severity Level 1, Severity Level 2 and Severity Level 3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by a specific predefined resource/team. This response time varies as per the Escalation Level of that problem at that given time.
- 11.4 In case IBA informs the 'Service Provider' of any problem regarding the network via helpline or by informing the 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 a predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
- 11.5 The 'Service Provider' support structure defines the problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to the 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case the support team at the previous level failed to resolve the problem within predefined timelines.
- 11.6 **Hours of Coverage:** The 'Service Provider' will provide maintenance and support on a 24x7 Basis.
- 11.7 **Response Time:** Response time to incidents reported would be as follows:

Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 hours

- 11.8 **Severity Levels:**
The Service Provider and concerned IBA personnel will determine and assign the severity of the 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 is down or severely degraded. A system or major application is 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 XII **ARBITRATION**

- 12.1 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 in respect of this letter of intent or this subject matter hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article XIII
FORCE MAJURE

- 13.1 THE 'SERVICE PROVIDER' shall not be asked for the 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 the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV
RENEWAL

- 14.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the 'SERVICE PROVIDER' agree so.
- 14.2 Initial contract is for one year, which can be extended to a further one year but not more than three years based on the bidder's performance. However, the Terms & Conditions of the agreement would remain the same.

Article XV
TERMINATION

- 15.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time after issuing a 15-day notice.

Article XVI
INDEMNITY

- 16.1 "THE SERVICE PROVIDER" in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 XVII
NOTICE

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

Article XVIII
PAYMENT TERM

- 18.1 25% at the end of each quarter. All payments shall be released within 30 working days after submission of the commercial invoice and performance certificate after the successful completion of maintenance service.

Article XIX
INTEGRITY PACT

- 19.1 Its intention is not to obtain the Provide & Supply 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 Information Systems Associates Limited 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 Provide & Supply 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 Information Systems Associates Limited 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 the 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, stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/supplier/agency/bidder as aforesaid to obtain or induce Provide & Supply/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 the Letter of Award (LoA).
- 20.3 All terms and conditions of Tender vide # IT/10/22-23 will be an integral part of this agreement and can't be revoked.

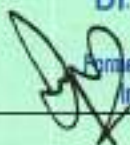


IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date as mentioned above.

Dr. Mohammad Asad Ilyas

Registrar

Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan



IBA, Karachi

M/s. Information Systems Associates Ltd.

Samiullah Bajwa

President & CEO

CNIC # 42301-3998463-7

Registrar

CNIC # 42301-4497722-9

Address:

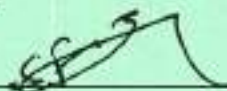
Institute of Business Administration
Main Campus, University Road, Karachi

Address:

6th Floor, Illaco House, Abdullah Haroon
Khan, Saddar, Karachi

WITNESS:

1.



IBA, Karachi

Syed Fahad Jawed


Head of Procurement

CNIC # 42201-9125136-3

Address:

Institute of Business Administration
Main Campus, University Road, Karachi

2.



M/s. Information Systems Associates Ltd.

Faisal Zaheer

Regional Sales Manager

CNIC # 42101-3998379-9

Address:

6th Floor, Illaco House, Abdullah Haroon
Khan, Saddar, Karachi

Focal Person IBA Mr. Mansoor Ali