

SND-0312-332244113833

GoS-KHI-28D28A8339A4F7FC

Non-Judicial

Rs 7,697/-

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [27024402]
Contractor	: 319 Solutions (Pvt) Ltd [65917776]
Applicant	: Farhan [42101-2819162-7]
Stamp Duty Paid by	: 319 Solutions (Pvt) Ltd [65917776]
Issue Date	: 14-Oct-2024, 12:09:12 PM
Paid Through Challan	: 2024CF8FA11285B8
Amount in Words	: Seven Thousand Six Hundred and Ninety Seven Rupees Only

Please Write Below This Line

### Provide and Supply OMR Scanners with Complete Solution

THIS AGREEMENT is executed at KARACHI, on this day **October 24, 2024**.

**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. 319 SOLUTIONS (PRIVATE) LIMITED**, having its office at **Office No. B-18, 2<sup>nd</sup> Floor, Humaira Center, Plot # 188-1-A/2, P.E.C.H.S, Block 2, Karachi**, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr./Ms. Yasir Wasim**, holding CNIC No. **37405-7203277-9** on the SECOND PART.

**WHEREAS** "IBA" intends to obtain a Provide and Supply OMR Scanners with Complete Solution vide tender # IT/04/24-25 (IBA requirement) up to the satisfaction and handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.







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

**WITNESSETH**

“IBA” hereby offer to appoint “THE SUPPLIER” as their supplier for the specific purpose of “Provide and Supply OMR Scanners with Complete Solution”. “THE SUPPLIER” hereby agree to the offer of the “IBA” in acceptance of the terms and conditions herein below forth.

**Article I**

**DUTIES & SCOPE OF WORK**

- 1.1 This service includes, the “Provide and Supply of OMR Scanner with Complete Solution”, 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 and Supply of OMR Scanner with Complete Solution’ 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 and Supply of OMR Scanner with Complete Solution’.
- 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 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.8 All faulty parts of are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.9 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.10 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.
- 1.11 All equipment to be covered under this Service Level Agreement shall be inspected by the SERVICE PROVIDER, before signing this agreement, to ensure that operating conditions of the equipment are duly fulfilled.

**Article II**

**SCOPE OF PROFESSIONAL SERVICES**

- 2.1 “THE SERVICE PROVIDER” will ‘Provide and Supply of OMR Scanner with Complete Solution’ at IBA Main Campus at, University Enclave, University Road, Karachi.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.



- 2.3 "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.
- 2.4 All staff must have CNIC and clearly mentioned to 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 This Agreement shall be in effective from the issuance of the Letter of Acceptance or Purchase/Work Order and the support and warranty of 03 years after the complete delivery and installation of the required solution as per Bill of Quantity.

**Article III**  
**WARRANTY**

- 3.1 One Year Software Assurance and 03 years comprehensive onsite Hardware warranty

**Article IV**  
**REMUNERATION**

- 4.1 The cost offered by the SUPPLIER is **Rs. 2,199,001/-** (inclusive of all taxes) Supply of OMR Scanners with Complete Solution vide tender # IT/04/24-25 variation may occur. The cost is inclusive of labor /transportation/supplies/taxes/levies/customs duties etc.

4.1.1 Bill of Quantity

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
1	<b>OMR Scanner</b> Make & model: Kodak Alaris S-2085F ADF or equivalent Throughput Speeds (Color): 85 PPM / 170 IPM @300 DPI Color on portrait A4 size with Flatbed for torn pages Imaging Technology: CIS Feeding Capacity: 300 sheets of 80 g/m <sup>2</sup> or above Daily Duty Cycle: Up to 20,000 sheets or higher Paper Path: U Turn & Straight paper path for torn and rough pages Automated Image Correction: Barcode Reading, Auto Color Detection, Color LCD & Enhancement /Imaging Features Display Supported Document Thickness: Minimum 27 g/m <sup>2</sup> and Maximum 433 g/m <sup>2</sup> Connectivity: USB 3.2 Gen 1x1 Compatible 10/100/1000 ETHERNET Country of origin: USA/Europe/Japan Warranty: 3 years with Parts, consumables and after-sales support services	Kodak Alaris	S2085F	1 unit	983,475/-	983,475/-

Sr #	Description & Features	Quoted Brand	Quoted Model	Qty	Unit Price	Total Amount
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<b>2</b>	<b>OMR Scanner</b> Brand and Model: Kodak Alaris E-1040 ADF Scanner or equivalent Throughput Speeds (Color): 40 PPM / 80 IPM @300 DPI Color/B&W/Greyscale on Portrait A4 Size Imaging Technology: CIS Feeding Capacity: 80 sheets of 80 g/m2 or above Daily Duty Cycle: Up to 5,000 sheets or higher Paper Path: Straight paper path Automated Image Correction: Barcode Reading, Auto Color Detection & Enhancement /Imaging Features Display Supported Document Thickness: Minimum 27 g/m <sup>2</sup> and Maximum 433 g/m <sup>2</sup> Connectivity: USB 2.0 & USB 3.2 Gen 1x1 Compatible Country of origin: USA/Europe/Japan Warranty: 3 years with Parts, consumables and aftersales support services	Kodak Alaris	E1040	1 unit	159,746/-	159,746/-
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S #	Description & Features	Qty	Unit Price	Total Amount
<b>3</b>	<b>OMR Software Solution</b> <u>Features:</u> <ul style="list-style-type: none"> <li>• Accurately read OMR bubbles, Barcode, QR Code, and OCR text from scanned sheets.</li> <li>• ICR (Intelligent Character Recognition) Compatible</li> <li>• Auto-saving and Unique ID Assignment</li> <li>• Unlimited Test Versions</li> <li>• Subject-Wise Scoring</li> <li>• Data Security Features</li> <li>• Result Generation: Number of Correct Answers, Number of Incorrect Answers, Number of Skipped Questions, Multiple Answers, Grades, Percentage, Percentile, Total Score, Subjective Score, Hardest and Easiest Question Identification, Item Analysis, Histogram</li> <li>• Support for Various Sheet Designs</li> <li>• Processing Flexibility</li> <li>• Marking Features</li> <li>• Database Compatibility</li> <li>• Scalability and Performance</li> <li>• Update and Upgrade Capability: Software must be easily updateable and upgradeable to incorporate new features and enhancements.</li> <li>• Post-Analysis Reporting</li> <li>• Multiple Test Versions and Subject-Wise Scoring</li> <li>• Grading and Survey Reports</li> <li>• Data Validation</li> </ul>	1 unit	720,339/-	720,339/-
			<b>Total</b>	1,863,560/-
			<b>18% GST (If Applicable)</b>	335,441/-
			<b>15% SST (If Applicable)</b>	Nil



<b>Grand Total</b>	2,199,001/-
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**4.1.2 Scope of Work**

- a) The scope of this bid, and its subsequent order, is to Provide and Supply, Support/ warranties (three years) of equipment and components with transport and labour charges included in the Bill of Quantity.
- b) The selected bidder shall be responsible for providing one-year for Software and 3 years hardware comprehensive warranty.
- c) The selected bidder 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 Bill of Quantity.
- d) 24x7 on-site support with 2 hrs initial response time.
- e) 24x7 on-site support with 4 hrs turnaround time.
- f) The selected bidder should be responsible for handling level 2 and 3 technical support issues.
- g) Bidder must provide backup for any faulty equipment in the warranty period, in case of delay in delivery of the relevant model, as specified in the Bill of Quantity.
- h) Onsite comprehensive replacement warranty period of 3 year (hardware) is mandatory which includes replacement of the scanners included in Bill of Quantity (if necessary) without any additional cost.

**4.2 Payment Terms;**

Payments will be made within 30 working days after the complete delivery and software installation, submission of the commercial invoice. (Same also mentioned in the Standard Building Document).

**4.3 Liquidated Damages**

- (a) In case of breach of Service level agreement calculation will be done as per table below and IBA reserves the right to impose a penalty not exceeding 10% of the total amount of the contract at the rates prescribed in (Service Level Agreement) on the invoiced amount to each violation of Service level agreement.
- (b) If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it altogether with serving 15 days prior notice.
- (c) In case of delay in service provisioning Liquidated Damages will be Calculated and imposed as per following table;

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

4.4 Performance Security 5% of total amount of Purchase/Work Order will be provided by "THE SERVICE PROVIDER".

4.5 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.

4.6 Tax (es)/Challan(s)/Levy (ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.



## Article V

### ANNUAL SUPPORT & MAINTENANCE TERMS

- 5.1 The Annual Agreement of 'Provide and Supply of OMR Scanner with Complete Solution' shall include the following activities.
- a. 03-years maintenance support with parts, for all the hardware equipment listed in Bill of Quantity.
  - b. The Bidder will be required to undertake Service Level Agreement of 'Provide and Supply of OMR Scanner with Complete Solution' with support and maintenance and related components.
  - c. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
  - d. Back to back support for items mentioned in the Bill of Quantity from principal authorized partner.

## 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.
- 6.2 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 VII

### DATA PROTECTION

- 7.1 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.
- 7.2 The SERVICE PROVIDER shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
- (a) Comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for the purpose of this Agreement; and
  - (b) Use the Data only for the purposes of fulfilling its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
  - (c) Not disclose the Data without the written authority of IBA (except for the purposes of fulfilling its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the SERVICE PROVIDER within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
  - (d) Observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
  - (e) Take all reasonable steps to ensure the reliability of the personnel which will have access to any Data and ensure that any employee of the SERVICE PROVIDER (or of any of the SERVICE PROVIDER's sub-contractors) requiring access to any data gives a written



undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the SERVICE PROVIDER (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

- (f) Consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the SERVICE PROVIDER's cost) unless the SERVICE PROVIDER can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- (g) Immediately notify IBA when it becomes aware of a breach of this Clause.
- (h) The SERVICE PROVIDER acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the SERVICE PROVIDER is authorized to publish or disclose the fact or document) may be a criminal offence.

#### **Article VIII**

##### **ADD-ON EQUIPMENT**

8.1 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 IX**

##### **SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES**

9.1 Burnt / damaged parts replacement.

9.2 In terms of damage SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of burnt report will share IBA within 02 working days.

9.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

#### **Article X**

##### **SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER**

10.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.

10.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer warranty.

10.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in Bill of Quantity is also covered.

10.4 Under this agreement any hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within next business day whereas replacement of the faulty part will be provided in later phase accordingly.

10.5 If Service Provider is required to replace any equipment which is not repairable or damaged or not covered under warranty, then Service Provider will submit an estimated cost for approval from Client. Client will be required to provide an approval or purchase order within 15 days.



10.6 The Service Provider will be providing a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides detailed description of how to log a call and its working.

**Article XI**

**FORCE MAJURE**

11.1 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 XII**

**RENEWAL**

12.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of three year if the IBA, Karachi and the SERVICE PROVIDER agree so.

**Article XIII**

**ARBITRATION**

13.1 In case of any dispute, difference or any 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 XIV**

**TERMINATION**

14.1 "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 XV**

**INDEMNITY**

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

**Article XVI**

**NOTICE**

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

**Article VII**

**SEVERABILITY**

17.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid and enforced to the fullest extent permitted by prevailing law.

**Article VIII**

**INTEGRITY PACT**

18.1 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).

18.2 Without limiting the generality of the forgoing the M/s. 319 Solutions (Private) 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 procurement or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

18.3 M/s. 319 Solutions (Private) 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 declaration, representation and warranty. It agrees that any contract/order obtained aforesaid shall without prejudice to any other right and remedies available to the IBA under any law, contract, or other instruments, stand void at the discretion of the IBA.

18.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. 319 Solutions (Private) Limited agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice and further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s. 319 Solutions (Private) Limited, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

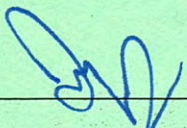
**Article XIX**  
**MISCELLANEOUS**

19.1 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.

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

19.3 All terms and conditions of tender vide # IT/04/24-25 will be an integral part of this agreement.

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

  
\_\_\_\_\_

IBA, Karachi

Name: \_\_\_\_\_

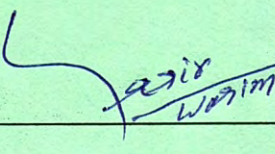
CNIC # \_\_\_\_\_

Address:

Registrar,

Institute of Business Administration

Main Campus, University Road, Karachi

  
\_\_\_\_\_

M/s. 319 Solutions (Private) Limited

Name: Yasir Wasim

CNIC # 37405-7203277-9

Address:

CEO,

Office No. B-18, 2<sup>nd</sup> Floor, Humaira Center,

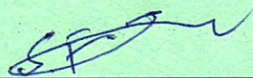
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**WITNESS:**

1.

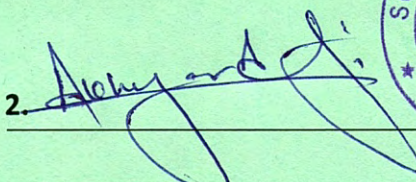


IBA, Karachi  
Name: **SYED FAHAD JAWED**  
Associate Registrar  
CNIC # Institute of Business Administration  
Karachi

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

Focal Person IBA Mr. Mansoor Ali

2.



M/s. 319 Solutions (Private) Limited  
Name: Akhyar Ali  
CNIC # 37402-0862221-3

Address:  
Assistant Manager Sales  
Office No. B-18, 2<sup>nd</sup> Floor, Humaira Center,  
Plot# 188-1-A/2, P.E.C.H.S, Block-2, Karachi

