



STAMP OFFICE CITY COURT KARACHI

Issued to

CNIC/LEG No.

Vide D.S.R. No.

On behalf of Challan No.

for the purpose of

Entry No.

Dt. 22.1.2020

Dt. 22.1.2020

Dt. 22.1.2020

Dt. 22.1.2020

(RUPEES FIVE THOUSAND ONLY)

**AGREEMENT****Provision & Commissioning of Data Center Fire Separation**

THIS AGREEMENT is executed at KARACHI, on this day January 24, 2020

**BETWEEN**

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

**AND**

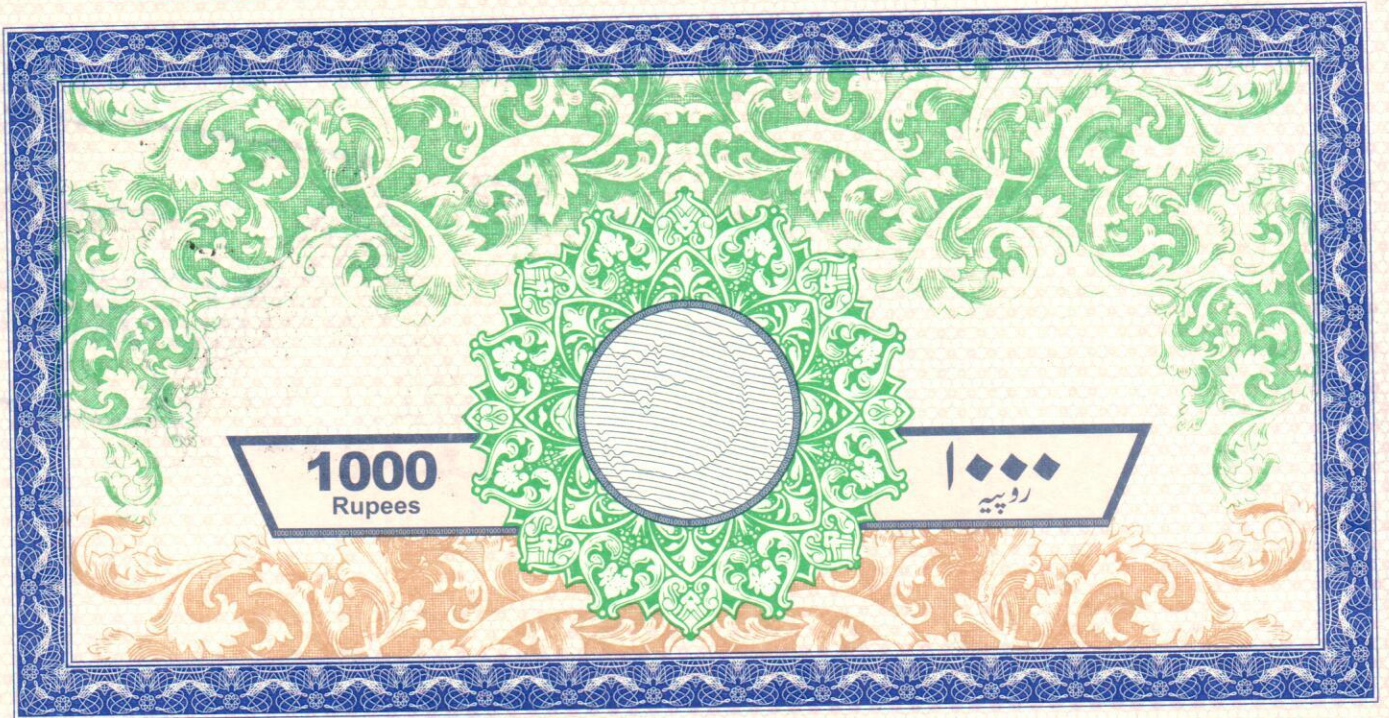
M/s Silicon Technologies, having its office at 77-E, Block-2, PECHS, Ghazali Road, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Jawed Qadir Siddiqui, holding CNIC No. 42101-7711618-3 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provision & Commissioning of Data Center Fire Separation vide tender # IT/05/19-20 for the Provision & Commissioning of Data Center Fire Separation (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Provision & Commissioning of Data Center Fire Separation" and "THE SERVICE PROVIDER" have offered to render all kind of Provision & Commissioning of Data Center Fire Separation (including but not limited to the "Provision & Commissioning of Data Center Fire Separation" 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.





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Rupees

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**ZEESHAN STAMP VENDOR**

Licence No. 144, Shop No.A-6, Block-17, Ruffi Heights  
Phase-I, Gulistan-e-Johar, Karachi

**RUPEES ONE THOUSAND ONLY**

**09 JAN 2020**

S. No. **338220** Date.....  
Issued to With Address.....  
Through With Address.....  
Purpose.....  
Value Rs..... Attached.....  
Stamps Vendor's Signature.....  
Reg. No. **81112** Karachi.  
For use Bank Guarantee will divorce vendor not responsible Any Fake Documentation

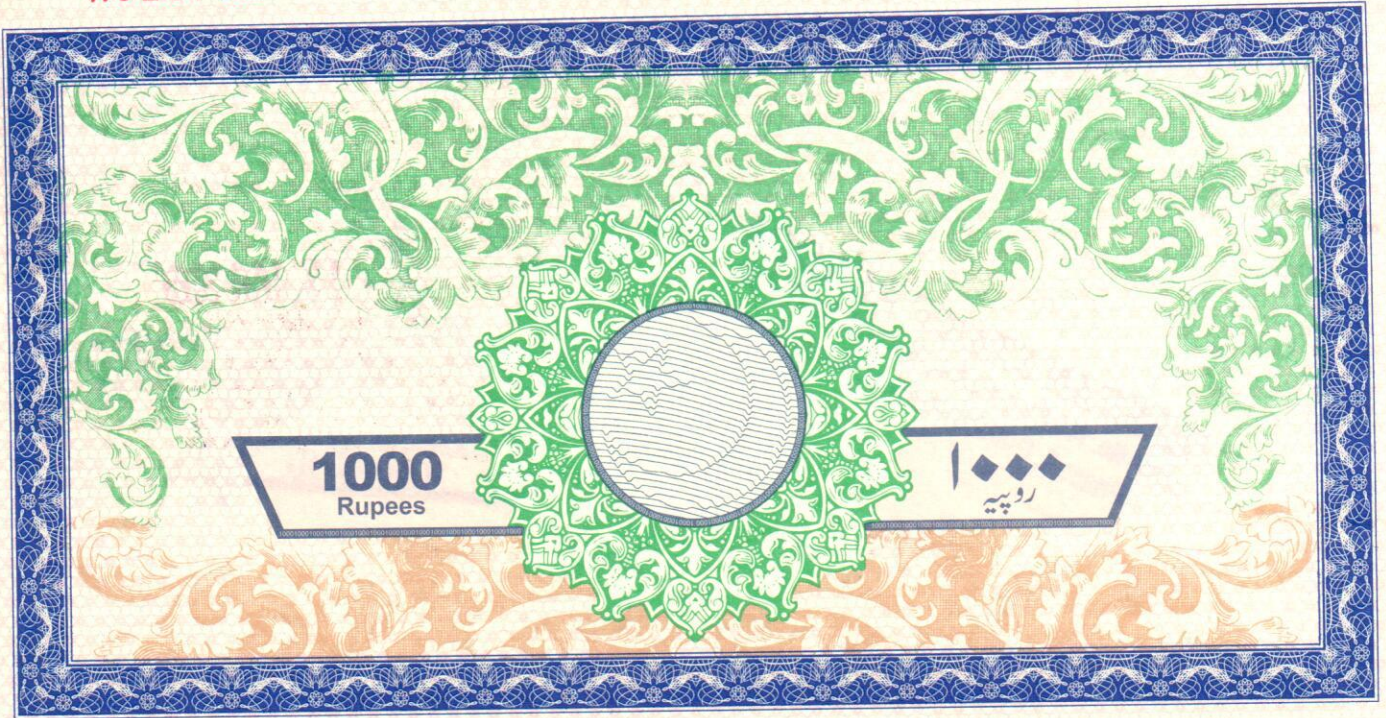
Stamp Duty

*Signature*





A026732



**ZEESHAN STAMP VENDOR**

Licence No. 144, Shop No. A-5, Block-17, Ruff Heights  
Phase-I, Gulistan-e-Johar, Karachi

**RUPEES ONE THOUSAND ONLY**

S. No. **40811** Date **20 JAN 2020**  
Issued to With Address **A. T. MOOSA MEMON**  
Through With Address **Advocate High Court**  
Purpose **Karachi**  
Value Rs. **Reg No 517**  
Stamps Vendor's Signature  
For use Bank Guarantee will be void if vendor not responsible Any Fake Document will be

Stamp Duty

*[Signature]*  
**SILICON TECHNOLOGIES**  
Karachi



D325246



S. MOHSIN ZAIDI STAMP VENDOR

Shop No.63-A, Block-6, P.E.C.H.S. Karachi

Lic. No. 34

S.NO.

DATE

ISSUED TO WITH ADDRESS ... Moosa Baloch  
THROUGH WITH ADDRESS ... Advocate  
PURPOSE, Not For Use Divorce Deed  
VALUE RS. .... (Attested ...  
STAMP VENDOR'S SIGNATURE.....

0021045

22 JAN 2020

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

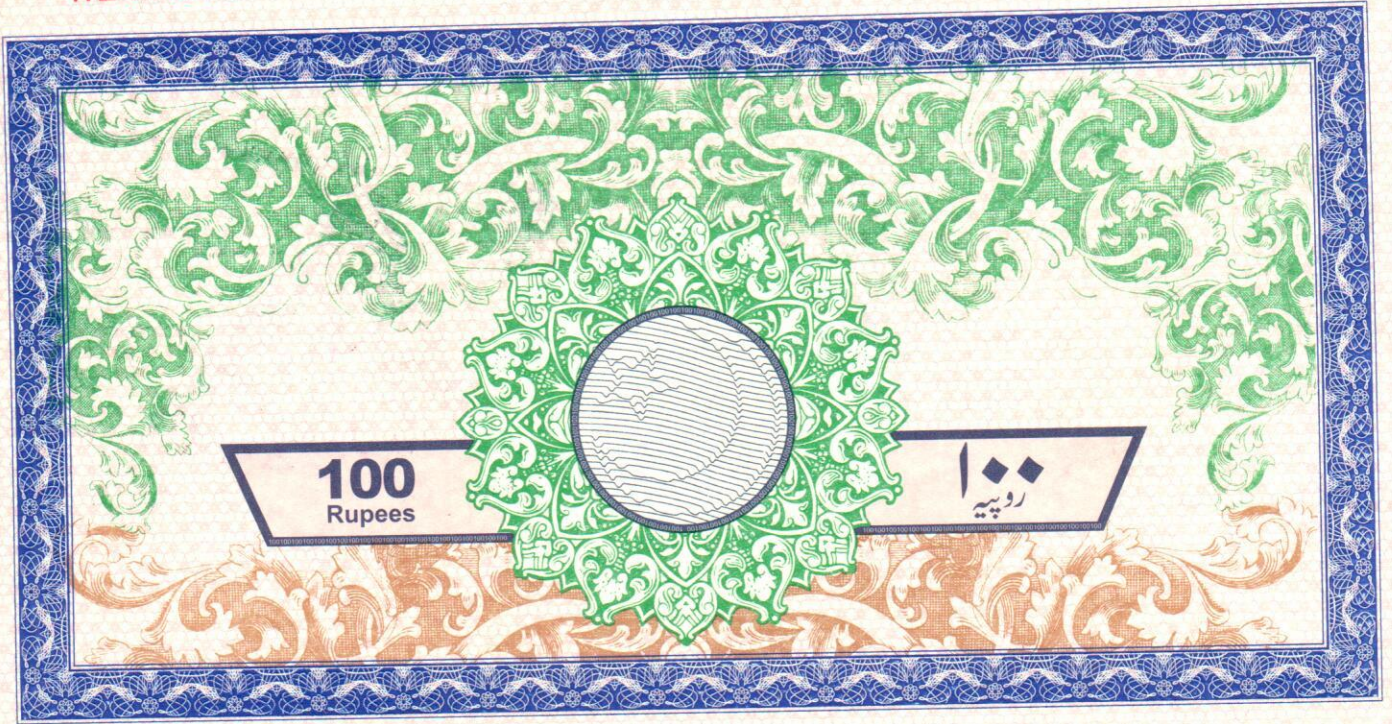
22 JAN 2020

Stamp Duty.





R287232



23 JAN 2020

(RUPEES ONE HUNDRED ONLY)

Muhammad Habib Stamp Vendor  
Licence No. 39, Shop No. 1, Plot No. 9  
Opp. Muhammad Ali Market, Jamshed Road # 3,  
S. No. 18362 Date 23/01/2020  
Issued to With Address ..... Sedakat Ali Siddiqui  
Through With Address ..... Advocate  
Purpose .....  
Value Rs. ..... Ledger No. 13393/1  
Stamp Vendor & Signature .....

Not For Used Free Will & Divorce Deed  
Vendor Not Responsible Any Fake Documents

Stamp Duty

*[Signature]*





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 “Provision & Commissioning of Data Center Fire Separation” discussions in respect of the same with “IBA” before the determination of Provision & Commissioning of Data Center Fire Separation to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for Provision & Commissioning of Data Center Fire Separation. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

**Article I:**  
**DUTIES & SCOPE OF SERVICES AND AGREEMENT**

- 1.1 “THE SERVICE PROVIDER” agrees to provide of Provision & Commissioning of Data Center Fire Separation 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 Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed Provision & Commissioning of Data Center Fire Separation.
- 1.3 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 All logistic charges will be borne by “THE SERVICE PROVIDER”.

**Article II**  
**SCOPE OF PROFESSIONAL SERVICES**

- 2.1 Complete deployment/upgradation for supplied solution.
- 2.2 Smooth and timely User Acceptance Test.
- 2.3 Providing local support and maintenance during and after deployment/upgradation for the contract period.
- 2.4 THE SERVICE PROVIDER shall be responsible for the corrective maintenance, Preventive maintenance, software upgrades, provisioning of extended warranties of deployed solution for three years
- 2.5 THE SERVICE PROVIDER must provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
- 2.6 Provide Backup in case of delay in part replacement.
- 2.7 THE SERVICE PROVIDER is required to conduct site-survey to ascertain scope of work as given in this SBD, with respect to following goods and services:
- 2.8 Dismantling of old Fire Separation System.
- 2.9 Complete Gas Piping as per recommended design by bidders

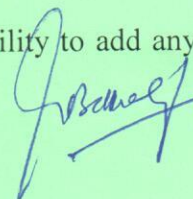




- 2.10 Ingratiation of exiting HSSD System.
- 2.11 Standard terms & conditions
- 2.12 THE SERVICE PROVIDER shall follow the standards mentioned in this document. If no standards are mentioned, relevant TIA 942 standard has to be followed.
- 2.13 THE SERVICE PROVIDER must be integrating existing HSSD system with proposed solution.
- 2.14 If any misconduct in used materials, implemented works or quality is found during works or during the warranty period of the project, it shall be repaired to required level and to the satisfaction of IBA and THE SERVICE PROVIDER will be responsible for its cost.
- 2.15 THE SERVICE PROVIDER shall be responsible for all designing, supervision & management of the project.
- 2.16 THE SERVICE PROVIDER shall submit the proposal design covering all the requirements of IBA with Bid.
- 2.17 All the designs shall be approved from IBA ICT Operation Team and THE SERVICE PROVIDER shall be responsible to inform the IBA ICT Operation Team and take approval for any change in design.
- 2.18 THE SERVICE PROVIDER shall be responsible to submit detailed Project Implementation plan of the project.
- 2.19 THE SERVICE PROVIDER shall be responsible to provide complete Data Center Fire Detection & Separation design and drawings (with complete calculations).
- 2.20 THE SERVICE PROVIDER will provide detail working drawings before the start of the project and only approved working drawings shall be executed, however only IBA has the right to modify as per site requirements.
- 2.21 Minor modifications as and when proposed or required by the IBA shall be incorporated with due consent of THE SERVICE PROVIDER.
- 2.22 Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.
- 2.23 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi will be the responsibility of the Service Provider.

### Article III WARRANTY

3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible to the existing network connectivity.

3.2 Design of the Data Center Fire Separation have the scalability/flexibility to add any additional bandwidth in future.



**Article IV**  
**REMUNERATION**

4.1 The cost offered by the SERVICE PROVIDER is Rs. 2,157,997.00 per year (inclusive of all taxes) Provision & Commissioning of Data Center Fire Separation vide tender # IT/05/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Item #	Material Description	Unit	QTY	Rate	Amount
1	Addressable fire alarm panel with batteries UL and FM Approved	Each	1	275,605.00	275,605.00
<b>For Data center 24 x 10.5 x 14</b>					
2	Photo Electric smoke detectors with Base, UL and FM Approved	Each	12	10,221.00	122,652.00
3	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
4	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
5	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
6	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
7	Mini Monitor Module (EM-1MM) UL and FM Approved	Each	3	10,038.00	30,114.00
8	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
9	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
10	Piping network, & paint for Fire Suppression system, MS Sch 40.	Job	1	42,120.00	42,120.00
11	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For UPS &amp; Electrical Room</b>					
12	Photo Electric smoke detectors with Base, UL and FM Approved	Each	4	10,221.00	40,884.00
13	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
14	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
15	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
16	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00





17	Mini Monitor Module (EM-1MM) UL and FM Approved	Each	2	10,038.00	20,076.00
18	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
19	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
20	Piping network, & paint for Fire Suppression system, MS Sch 40. As per flow calculation. (which will be submitted by Vendor)	Job	1	42,120.00	42,120.00
21	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For UPS Room</b>					
22	Photo Electric smoke detectors with Base, UL and FM Approved	Each	4	10,221.00	40,884.00
23	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
24	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
25	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
26	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
27	Mini Monitor Module (EM-1MM) UL and FM Approved	Each	2	10,038.00	20,076.00
28	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
29	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
30	Piping network, & paint for Fire Suppression system, MS Sch 40. As per flow calculation. (which will be submitted by Vendor)	Job	1	42,120.00	42,120.00
31	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For Testing &amp; Staging Room</b>					
32	Photo Electric smoke detectors with Base, UL and FM Approved	Each	4	10,221.00	40,884.00
33	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
34	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
35	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00





36	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
37	Mini Monitor Module (EM-1MM) UL and FM Approved	Each	1	10,038.00	10,038.00
38	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
39	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
40	Piping network, & paint for Fire Suppression system, MS Sch 40. As per flow calculation. (which will be submitted by Vendor)	Job	1	42,120.00	42,120.00
41	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For MDA Room</b>					
42	Photo Electric smoke detectors with Base UL and FM Approved	Each	4	10,221.00	40,884.00
43	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
44	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
45	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
46	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
47	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
48	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
49	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For Receiving area</b>					
50	Photo Electric smoke detectors with Base UL and FM Approved	Each	2	10,221.00	20,442.00
51	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
52	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
53	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
54	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
55	Relay Module	Each	1	13,689.00	13,689.00

*[Signature]*

**SILICON TECHNOLOGIES**  
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56	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
57	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For Electrical Room</b>					
58	Photo Electric smoke detectors with Base UL and FM Approved	Each	2	10,221.00	20,442.00
59	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
60	Sounder with flasher UL and FM Approved	Each	1	15,514.00	15,514.00
61	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
62	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
63	Mini Monitor Module (EM-1MM) UL and FM Approved	Each	1	10,038.00	10,038.00
64	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
65	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Job	1	56,160.00	56,160.00
66	Testing & Commissioning of Fire alarm system	Job	1	21,060.00	21,060.00
<b>For DOC Storage Facility</b>					
67	Photo Electric smoke detectors with Base UL and FM Approved	Each	2	10,221.00	20,442.00
68	Manual Pull Station for Fire Suppression release UL and FM Approved	Each	1	16,791.00	16,791.00
69	Sounder with flasher USA Product, UL Listed FM Approved	Each	1	15,514.00	15,514.00
70	Fire Alarm Bell UL and FM Approved	Each	1	8,213.00	8,213.00
71	Supervise control module UL and FM Approved	Each	1	28,080.00	28,080.00
72	Relay Module UL and FM Approved	Each	1	13,689.00	13,689.00
73	Electrical wiring 1.5mm 2C & Piping, back boxes etc.	Each	1	56,160.00	56,160.00
74	Testing & Commissioning of Fire alarm system	Each	1	21,060.00	21,060.00
<b>Grand Total</b>				<b>Rs. 2,157,997.00</b>	

*[Signature]*

**SILICON TECHNOLOGIES**  
Karachi



4.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of Provision & Commissioning of Data Center Fire Separation to IBA.

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

4.4 Stamp Duty @ 0.35% of the cost of transaction / 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.

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

4.6 Payment would be made at the end of each month. Invoice / bill should be submitted to Purchase & Store Department.

#### **Article V** **ARBITRATION**

5.1 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 VI** **TERMINATION**

6.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at anytime after issuing a 15 day's notice.

#### **Article VII** **INDEMNITY**

7.1 "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**

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

#### **Article IX:** **SEVERABILITY**

9.1 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 & enforced to the fullest extent permitted by prevailing law.





**Article X**  
**RENEWAL**

- 10.1 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. However, Terms & Conditions of the agreement would remain same.

**Article XI**  
**INTEGRITY PACT**

- 11.1 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).
- 11.2 Without limiting the generality of the forgoing the M/s Silicon Technologies, 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.
- 11.3 M/s Silicon Technologies, 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.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Silicon Technologies, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s Silicon Technologies, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.


**Article XIII**  
**MISCELLANEOUS**

- 13.1 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.
- 13.2 The validity of the contract will be effective from the date of issue of Work Order.
- 13.3 The validity of the contract will be effective from January 24, 2020 to January 23, 2021.
- 13.4 All terms and conditions of tender vide # IT/05/19-20 will be the integral part of this agreement.

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"  
NAME: Imran Batada

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

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

1. 

**M. SOHAIL KHAN**  
Manager Purchase & Stores  
Institute of Business Administration  
Karachi-Pakistan

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

Address: \_\_\_\_\_


M/S Silicon Technologies  
NAME: Jawed Qadir Siddiqui

CNIC # 42101-7711618-3

Address:  
77-E, Block-2  
PECHS, Ghazali Road  
Karachi

2.   
27/01/2020

M/S Silicon Technologies

NAME: Salman Raza Khan

CNIC# 42101-9168780

Address:  
77-E, Block-2  
PECHS, Ghazali Road  
Karachi

