

## 11. RENEWAL

- a. This Agreement shall be renewed automatically upon completion of one year if the Customer and **CMC Pvt Ltd.** mutually agree.
- b. Renewal Cost of the next year would not exceed from the 10% of original contract amount.
- c. The terms of this Agreement may be modified by **CMC Pvt Ltd. / IBA** upon thirty-(30) day's written notice and would be applicable on mutual consent.

## 12. LIMITATION OF REMEDIES AND LIABILITIES

- a. The remedies provided herein are Customer's sole and exclusive remedies. In no event shall **CMC Pvt Ltd.** be liable for direct, indirect, special incidental or consequential damages including lost profits.

## 13. INDEMNITY

- a. The Customer shall indemnify **CMC Pvt Ltd.** against all damages, liabilities, costs and expenses (including but not limited to damage or loss of property or injury to persons which may be suffered or incurred by **CMC Pvt Ltd.** arising out of or in connection with any Maintenance Service or Repairs carried out by **CMC Pvt Ltd.** in pursuant to this Agreement) provided that such damages, liabilities, cost and expenses are not caused by the negligence of **CMC Pvt Ltd.** or any **CMC Pvt Ltd.** representatives.

## GENERAL

- a. No waiver, alteration or modification of these Terms and Conditions of the Agreement shall have effect unless made in writing, signed by or on behalf of the Customer and by the Director or Authorized Representative of **CMC Pvt Ltd.**

*Signature*





## Annexure "A"

Item	Description
1	All electrical wiring / WIRING ACCESSORIES
2	Small wiring for lights
3	Small wiring for utility power sockets
4	Power distribution cables for air conditioning system
5	Power Mdb-a/b(mcc section) to precision ac units (server room)
6	Power Mdb-a/b (mcc section) to crac units (ups rooms)
7	Power Mdb-a/b (mcc section) to crac units (mda)
8	Power Mdb-a/b (mcc section) to crac units (electric room)
9	Power Mdb-a/b (mcc section) to wall split units
10	Power distribution cables - main & sub main panels
11	Power Cable From IBA lv panels to ats panel of data center
12	Power Cable From K-Electric sub-station(new) to ats panel-a of data center
13	Power Cable From 250 kva diesel generator (new) to ats panel-b of data center
14	Power Cable From ats panel to mdb-a & b
15	Power Cable From mdb-a & b to isolation transformer /ups / ups panel-a & b
16	Power Cable From mdb-a & b to ups panel-a & b (for by pass)
17	Power Cable From ups panel-a & b to udb-a & udb-b
18	Power Cable From mdb-a&b to db-lp
19	Power Cable From mdb-a&b to db-general power
20	Power Cable FROM UPS PANEL-A & B to DB-SS (SECURITY SYSTEMS)
21	Industrial sockets for racks & gen power
22	Disconnect switches / isolators for ac units
23	Ats pdus (power distribution units) for racks
24	Emergency Light within Data Center
25	Power distribution panels / switchboards





26	All Earthling & Grounding
27	Emergency power shutdown management system epsms / esd
28	Automatic gas fire suppression system
29	Fire alarm & detection system
30	Air sampling fire detection system / aspirating system Inclusive in Fire Suppression
31	Electronic door access control system
32	Access Control Software
33	Electromagnetic locks / door locks Data Center
34	Emergency door release Data Center
35	Manual over-ride switches
36	Exit switch
37	Ip cctv system
38	Network video recorder
39	Power to Tcp/ip switch
40	2 quantity 42 inch Samsung High Definition HD LED including all wall mounting accessories.
41	Isolation transformer
42	Diesel generator
43	Diesel day tank
44	Control cables for Generators
45	Data nodes system (cat - 6a futp cabling)
46	Fiber optic cabling system within Data Center
47	Air conditioning system
48	Automatic transfer switch p.d.u
49	3.5 ton A/C up flow unit. (UPS rooms)
50	2 ton A/C up flow unit. (MDA room)
51	2 ton A/C up flow unit. (Electrical room)
52	2 ton wall mount Split type comfort unit For NOC
53	1.5 ton wall mount Split type comfort unit For receiving room, Testing and Staging room.
54	Air Curtain for Data center - NOC door of 3 feet size as per given specification
55	Air Curtain for Data center - Receiving room door of 6 feet size as per given specification
56	Power to 32 port KVM Switch





57	Power to 16 & 8 port Serial device
58	Power to 4 port video splitter of same brand as above
59	Water sump pit for server and mda room
60	Shoe warping machine

50.





**ANNEXURE – B**

**PAYMENTS SCHEDULE**

**Payment Details**

Payment Details of Service / Support agreement for Data Center in IBA City Campus. The AMC period is starting from \_\_\_\_ day of \_\_\_\_, 2015 to \_\_\_\_ day of \_\_\_\_, 2016

The payment of this contract shall be paid in four installments as follow:

Payment would be made on Quarter Bases i.e. at the completion of each quarter.

- 25% of the agreement payment at the end of 1<sup>st</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 2<sup>nd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 3<sup>rd</sup> quarter tenure of service contract
- 25% of the agreement payment at the end of 4<sup>th</sup> quarter tenure of service contract

**Price & Payment Structure**

Invoice tenure	Amount
25% at the end of 1 <sup>st</sup> Quarter	1,672,540
25% at the end of 2 <sup>nd</sup> Quarter	1,672,540
25% at the end of 3 <sup>rd</sup> Quarter	1,672,540
25% at the end of 4 <sup>th</sup> Quarter	1,672,540
<b>Total Annual Charges</b>	<b>6,690,160</b>

(Including SST)

Payments will be processed only upon receiving of invoice for the same from the CMC Pvt Ltd. CMC Pvt Ltd. will ensure that deductions (if any) are included in the invoice. Tax charges are included in the above mentioned amount and will be deducted accordingly.

The IBA will make payment within thirty (30) working days from the date of receipt of the invoice.

The service charges as mentioned herein are fixed and shall not be revised during the period of this Agreement.

*Signature*





IN WITNESS WHEREOF the Parties, acting through their authorized representatives, have put their respective hands on this Agreement on the day month and year hereinabove mentioned.

For and on behalf of IBA Karachi

Name:

Title:

10/9/15  
Imran Batada  
Head of ICT  
Institute of Business Administration  
Karachi Pakistan  
Imran Batada  
Head of ICT

#### WITNESSES

1

Name:

CNIC No.:

Address:

Syed M. Waheed Zaidi  
42401-1999900-9

2

Name:

CNIC No.:

Address:

Shakeel Shams Khan (RSM)

For and on behalf of M/s Computer Marketing Company (Pvt) Ltd.

#### WITNESSES

1

Name:

CNIC No.:

Address:

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Faisal Raza  
42301-5162826-1  
306 Clifton Center 3rd Floor Clifton Karachi

2

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Address:

Muhammad Mughees  
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