

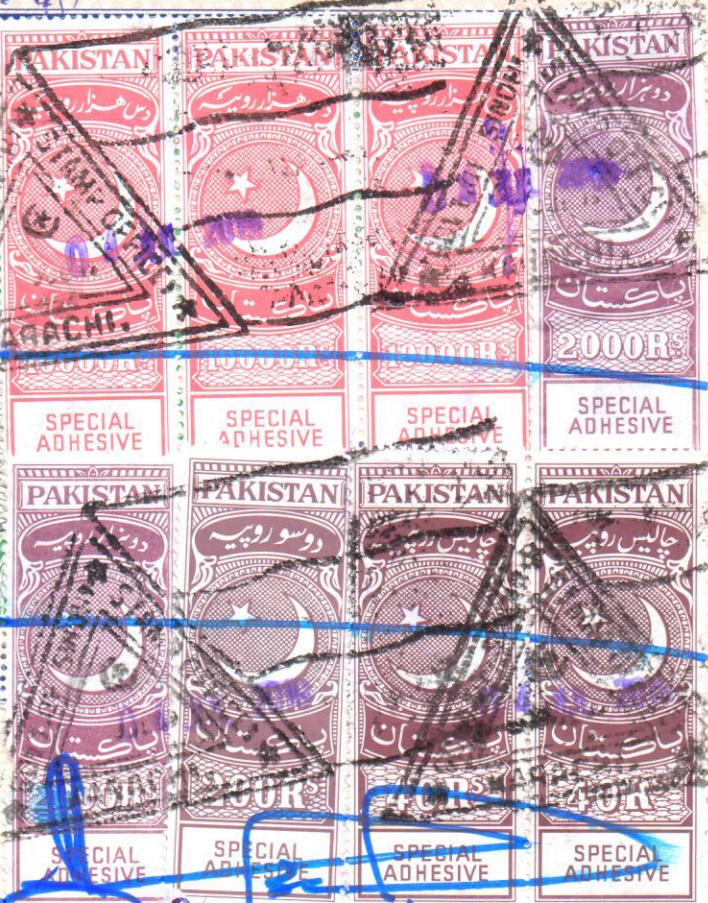


MUHAMMAD HANIF STAMP VENDOR
L.No.56, Shop # G-II, Ground Floor
Fair Plaza, Plot # A-239, Garden West, Karachi

19 JUN 2019

S.No.
Date: 19/06/2019
Issue to with Address:
Through with Address:
Purpose:
Value Rs:
Stamp Vendor's Signature:
(DO NOT USE DIVORCE & WILL PURPOSE)

Muhammad Ali Bhimla
Advocate
L.No 4480, H.C. Karachi.



OFFICE SUPERINTENDENT 4.7.19
Stamp Office, City Court
Kara
04 JUL 2019

Agreement for the Supply & Installation of Wireless Access Point with Controller

THIS AGREEMENT is executed at KARACHI, on this day June 28, 2019.

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 New Horizon Computer, having its office at # F-8/2-A, KDA Scheme # 5, Block-7, Clifton, 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 COO Qaiser Sarwar, holding CNIC No. 42501-7227598-9 on the SECOND PART.



WHEREAS "IBA" intends to obtain Supply & Installation of Wireless Access Point with Controller vide tender # IT/26/18-19 for the Supply & Installation of Wireless Access Point with Controller (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "Supply & Installation of Wireless Access Point with Controller" and "THE SERVICE PROVIDER" have offered to render all kind of Supply & Installation of Wireless Access Point with Controller including but not limited to the "Supply & Installation of Wireless Access Point with Controller" 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 "Supply & Installation of Wireless Access Point with Controller" discussions in respect of the same with "IBA" before the determination of Supply & Installation of Wireless Access Point with Controller to provide with any/all other relevant details for presentation to "IBA" for Supply & Installation of Wireless Access Point with Controller. "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 Supply & Installation of Wireless Access Point with Controller 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 Supply & Installation of Wireless Access Point with Controller.
- 1.3 Based on prior agreement with "IBA"; the Partial delivery of equipment shall be accepted.
- 1.4 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.5 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.6 Delivery before 30th August 2019.

Article II
SCOPE OF PROFESSIONAL SERVICES:

- 2.1 "THE SERVICE PROVIDER" hereby agree and acknowledge for the installation & deployment of the product mentioned in the BOQ.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Procurement & Stores "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and proposed product must have NOC from concerned licensing authority in Pakistan.

2.4 "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.

2.5 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.

2.6 The necessary service support should be provided by THE SERVICE PROVIDER during the agreement period.

2.7 SERVICE PROVIDER will ensure the following:

2.7.1 THE SERVICE PROVIDER will be responsible Replacement with equal or higher backup within 24 hours of reporting problem.

2.7.2 THE SERVICE PROVIDER will provide 3 years' comprehensive warranty including maintenance.

2.7.3 THE SERVICE PROVIDER will provide 24x7 on-site support with 2 hrs. initial response time & 4 hrs. Turnaround time.

2.7.4 THE SERVICE PROVIDER provide fully backed by principal manufacturer. and must submit appropriate service agreement details / approval to guarantee required service level

2.7.5 THE SERVICE PROVIDER should provide training to concerned staff of IBA for the proposed solution.

2.7.6 THE SERVICE PROVIDER ensure that proposed solution should have PTA type Approval.

2.7.7 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.

2.7.8 THE SERVICE PROVIDER shall provide onsite 24x7 support & replacement support.

Article III **REMUNERATION**

3.1 The cost offered by the SERVICE PROVIDER is Rs. 9,820,263.00 (inclusive of all taxes) Supply & Installation of Wireless Access Point with Controller vide tender # IT/26/18-19 variation may occurred. Details of items are appended below;



S Qty	Description	Quantity
	Ex-factory Delivery	1
50	Dell EMC Networking Ruckus Indoor Wireless Access Point, 11ac Wave 2, R720, World Wide [Indoor AP - R720]	
	Boxing Label Mod	1
	Dell EMC Networking Ruckus PoE injector 10/100/1K with EU Plug ONLY, 6 feet	1
	Dell EMC Networking Ruckus Secure mounting bracket without Padlock	1
	For SADMG Countries only - No Installation Service Required	1
	Extended Life Limited Dell Standard Technical Support-Emerging DBS	1
	OEM Subscription Service	1
	Info Mod - Factory Pass Through Process	1
	Extended Life Limited Hardware Warranty (Parts)-Emerging DBS	1
	Yr1-3 ProSupport:Next Business Day Onsite Service-Emerging DBS	1
	3Yr ProSupport:(7x24) Technical Support & Assistance-Emerging DBS	1
	3Yr ProSupport:Next Business Day Onsite Service-Emerging DBS	1
	No Remote Advisory Services Purchased - Indo, Vn, Ph, Bru & SADMG	1
	Visit //www.dell.com/contactdell	1
	Mod Specs Info (SADMG)	1
	EX-HUB from APCC Penang(DDD)	1
	Ex-factory Delivery	1
1	Dell EMC Networking Ruckus SmartCell Insight Access Point License [AP Licenses for SCI VA]	
	Dell EMC Networking Ruckus SmartCell Insight Access Point	55
	For SADMG Countries only - No Installation Service Required	1
	OEM Subscription Services Emerging DBS	55
	3Yr ProSupport for Software,Ruckus, SCI, Access Point License Emerging DBS	55
	3Yr ProSupport for Software,Contract Emerging DBS	1
	Mod Specs Info (SADMG)	1
1	Dell EMC Networking Ruckus SmartZone Access Point License [SZ124 License for AP's]	
	Dell EMC Networking Ruckus SmartZone Access Point License	55
	For SADMG Countries only - No Installation Service Required	1
	OEM Subscription Services Emerging DBS	55
	3Yr ProSupport for Software,Ruckus,SmartZone, Access Point License Emerging DBS	55
	3Yr ProSupport for Software,Contract Emerging DBS	1
	Mod Specs Info (SADMG)	1
1	Dell EMC Networking Ruckus SmartCell Insight Virtual Appliance [Reporting Tool - SCI Virtual Appliance]	

S Qty	Description	Quantity
	Dell EMC Networking Ruckus SmartCell Insight Virtual Appliance	1
	For SADMG Countries only - No Installation Service Required	1
	OEM Subscription Services Emerging DBS	1
	3Yr ProSupport for Software,Ruckus,SCI Virtual Appliance License Emerging DBS	1
	3Yr ProSupport for Software,Contract Emerging DBS	1
	Mod Specs Info (SADMG)	1



- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of wireless access point with controller to IBA.
- 3.3 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 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.
- 3.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV:
ARBITRATION

- 4.1 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 V:
TERMINATION

- 5.1 "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 VI:
INDEMNITY

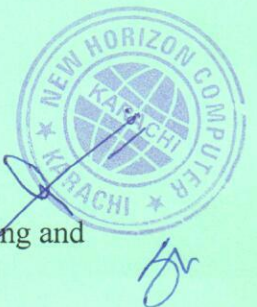
- 6.1 "THE SERVICE PROVIDER" in its individual capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, cost and expenses caused to or incurred by "THE SERVICE PROVIDER", as a result of any defect in the title of IBA or any 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 VII:
NOTICE

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

Article VIII:
PAYMENT TERM

- 8.1 (a) 80% of the total order would be paid on successful delivery IBA Karachi.
- 8.2 (b) 20% of the order would be paid after 6 months of installation, commissioning and integration of the equipment subject to PAT and final acceptance test by IBA.



Article IX:
INTEGRITY PACT

- 9.1 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).
- 9.2 Without limiting the generality of the forgoing the M/s New Horizon Computer, 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.
- 9.3 M/s New Horizon Computer, 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.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s New Horizon Computer, 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 New Horizon Computer, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

Article X:
WARRANTY

- 10.1 3 years' comprehensive warranty including maintenance.
- 10.2 24x7 on-site support with 2 hours initial response time & 4 hours turnaround time.

Article XI:
SEVERABILITY

- 11.1 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 XII:
ESCALATION MATRIX

Owais Baig +92.302.8225553, 321.8535005	Sr. Account Manager owais.baig@newhorizonit.net
Sufyan Ali Khan Toqeer +92.301.8224536	Head of Solution Design & Architecture Sufyan.Khan@newhorizon-tech.com
Noman Rasheed +92.321.2254516	Head of Sales Noman.Rasheed@newhorizon-tech.com
Qaiser Sarwar +92.300.8205008	COO Qaiser.Sarwar@newhorizon-tech.com

Escalation Matrix & Support Response Time

NEW HORIZON HELP-DESK CONTACT

S#	Contact #	Email	Location
1.	021-111-IT-HELP (48-4357)	support@newhorizonit.net	Karachi
	021-32214570-2		

INDIVIDUAL CONTACTS

S#	Contact/Person	Designation	Mobile	Email
1.	Zeeshan Khan	Technical Consultant	0331-0333390	zeeshan.niazi@newhorizonit.net
2.	Muhammad Danish	Senior Technical Consultant	0300-8212033	muhammad.danish@newhorizonit.net
3.	Owais Baig	Senior Account Manager	0321-8535005	Owais.baig@newhorizonit.net
4.	Syed Kamran Ali	Head of Implementation	0300-8299393	kamran.ali@newhorizon-tech.com
5.	Noman Rasheed	Head of Sales	0300-2254516	noman.rasheed@newhorizon-tech.com



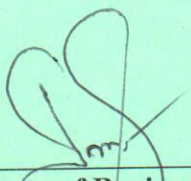
Article XIII:
MISCELLANEOUS

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 Purchase Order.

13.3 All terms and conditions of Tender vide # IT/26/18-19 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.



Institute of Business Administration
Mr. Imran Batada

CNIC # _____

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

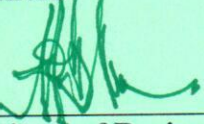


M/S New Horizon Computer
Mr. Qaiser Sarwar, COO

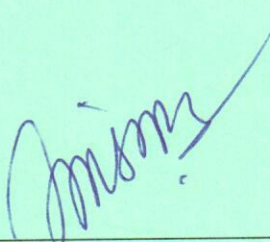
CNIC # 42501-7227598-9

Address:
F-8/2-A, KDA Scheme # 5,
Block-7, Clifton, Karachi.

Witness:

1. 

Institute of Business Administration
NAME: **M. SOHAIL KHAN**
Manager Purchase & Stores
Institute of Business Administration
CNIC # Karachi-Pakistan
Address:
Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

2. 

M/s New Horizon Computer
NAME: Owais Mustafa Baig
CNIC # 42201-4949495-3
Address:
Sr. Account Manager
New Horizon Computer
F-8/2-A, KDA Scheme # 5
Block-7, Clifton, Karachi.

