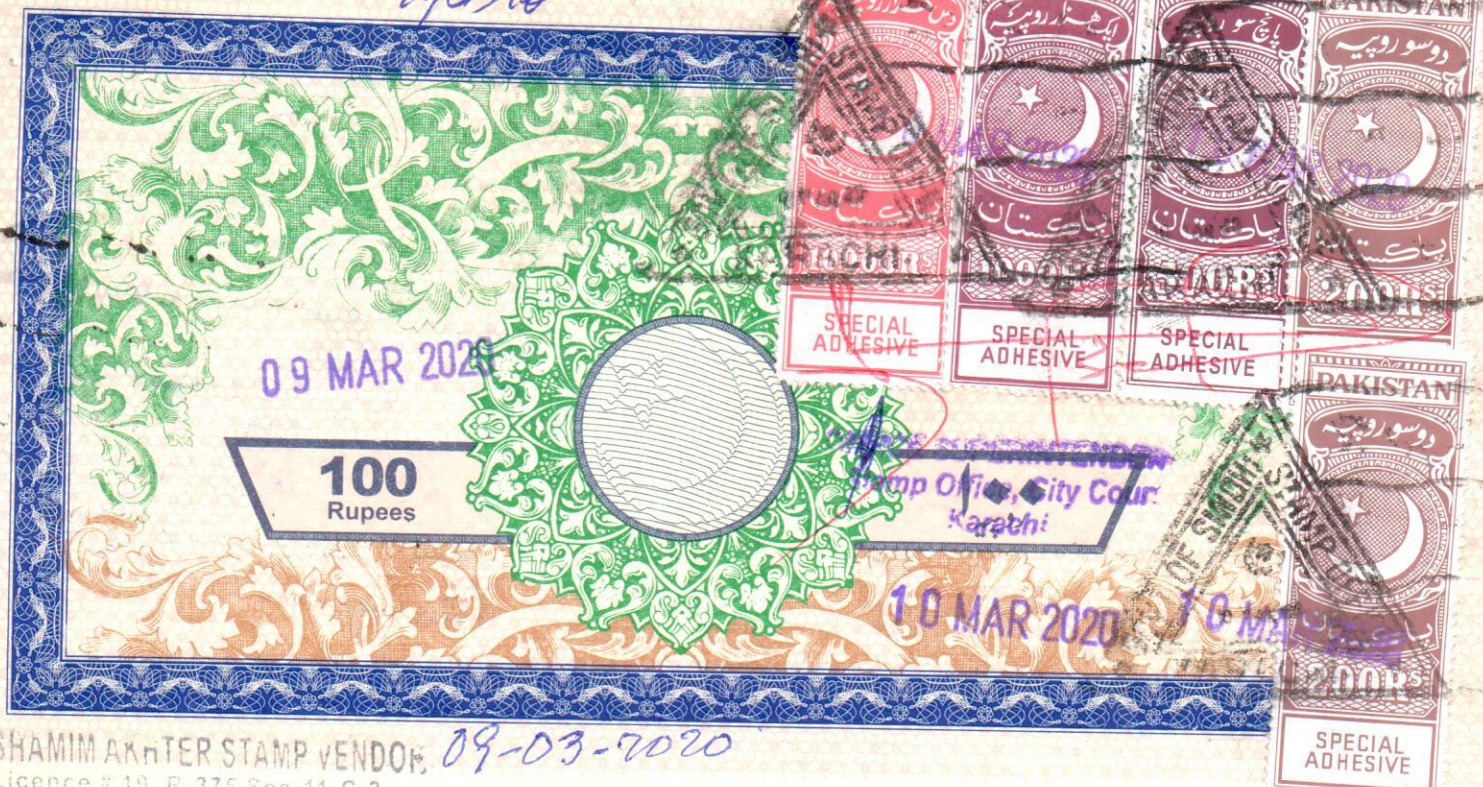


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10/5/20



I. SHAMIM AKHTER STAMP VENDOR, 09-03-2020

Licence # 19, R-375 Sec-11-C-3,
Sir Syed Town North Nazimabad Karachi

R. No. 1949, DATE 09 MAR 2020

ISSUED TO WITH ADDRESS MR.

THROUGH WITH ADDRESS MR.

PURPOSE GHULAM SARWAR Advocate L.No: 173

VALUE RS. 100/- ATTACHED

STAMP VENDOR SIGNATURE

Not Issued For Divorce And

AGREEMENT

SLA OF CISCO NETWORK EQUIPMENT

THIS AGREEMENT is executed at KARACHI, on this day March 9, 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 **National Engineer**, having its office at # Office # 912, 9th Floor, Saima Trade Tower-B, I.I. Chundrigar Road, 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 proprietor **Mr. Jahangir Ahmed**, holding CNIC No. 352010-576169-1 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA of CISCO Network Equipment vide tender # IT/09/19-20 for the SLA of CISCO Network Equipment (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA of CISCO Network Equipment" and "THE SERVICE PROVIDER" have offered to render all kind of SLA of CISCO Network Equipment (including but not limited to the "SLA of CISCO Network Equipment" 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 “SLA of CISCO Network Equipment” discussions in respect of the same with “IBA” before the determination of SLA of CISCO Network Equipment to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to “IBA” for SLA of CISCO Network Equipment. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth. The ‘Terms of Conditions’ of Tender Document are the integral part of this agreement

Article I
DUTIES & SCOPE OF WORK AND AGREEMENT

- 1.1 This Agreement includes, the “SLA of CISCO Network Equipment”, discussions with “IBA” before the determination of scope of work 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 CISCO Network Equipment 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 Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed SLA of CISCO Network Equipment.
- 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 Road, Karachi as & when required with prior appointment.
- 1.6 All logistic charges will be borne by “THE SERVICE PROVIDER”.

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of SLA of CISCO Network Equipment in accordance with the Description & Specification.
- 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” 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 SERVICE PROVIDER will ensure the following:

- (a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement. Preventive maintenance, provisioning of extended warranties for Core Switches, routers, Firewalls, Wi-Fi equipment, telephony equipment and access switches etc.
- (b) Physical inspection of complete equipment.
- (c) Performance tests and adjustments.
- (d) Performance engineering modification and changes, if recommended by IBA.
- (e) Responsible for the smooth functioning of already installed Hardware as per BOQ.
- (f) Equipment is fully operational and perform properly and meet SBD's Requirements.
- (g) Responsible to respond to events on urgent basis as per SLA mention in this SBD.
- (h) Responsible for handle level 2 & 3 technical support issues.
- (i) Responsible to provide backup or replacement hardware (in case of faulty hardware is irreparable). Replacement / backup hardware should be of same or higher specification.
- (j) Provide Backup in case of delay in part replacement.



Article III
REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Service Provider is **Rs. 3,398,168.00 (inclusive of all taxes)** SLA of CISCO Network Equipment vide tender # IT/09/19-20 variation may ~~occur~~ occur. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

| S. No | Product | Description | Serial No. | Service Level | QTY | Unit Rate | Amount |
|-------|-------------------|---|---|-------------------|-----|-----------|--------------|
| 1 | WS-C2960X-48FPS-L | CATALYST 2960-X 48GIGE POE 740w 4x1G SFP LANE | FOC1817Y27S,FOC1817Y27D,FOC1817Y27E,FOC1817Y27P,FOC1817Y27X,FOC1817Y283,FOC1817Y286,FOC1817Y28P,FOC1817Y29H,FOC1817V29Y,FOC1817Y2AA,FOC1817Y2BO,FOC1817Y2B2,FOC1817Y2B7,FOC1817Y2B9F,FOC1817Y26Z, FOC1817Y270, FOC1817Y271, FOC1817Y273, FOC1817Y274, FOC1817Y276, FOC1817Y279, FOC1817Y27A, FOC1817Y27J, FOC1817Y27Q, FOC1817Y27U, FOC1817Y289, FOC1817Y28J, FOC1817Y28K, FOC1817Y29A, FOC1817Y29L, FOC1817Y2A5, FOC1817Y2AH, FOC1817Y2B5, FOC1817Y2B8 | Next Business Day | 35 | 31,500.00 | 1,102,500.00 |
| 2 | WS-C2960X-24PS-L | CATALYST 2960-X 24 GIGE POE 370w 4x1G SFP LANE | FCW1812A3QH,FCW1812A3RM,FCW1812A3RS,FCW1812A48F,FCW1812A48S,FCW1812A3PQ, FCW1812A3Q6,FCW1812A3QF, FCW1812A3RU,FCW1812A3S6, FCW1812A45X,FCW1812A48A, FCW1812A48E,FCW1812A48H | Next Business Day | 14 | 17,500.00 | 245,000.00 |
| 3 | AIR-CAP35011-E-K9 | 802.11G/N CTRL-BASEDAP W/CLEANAIR;I NT ANT;E RN | FCZ1822J101,FCZ1822J102,FCZ1822J103,FCZ1822J104,FCZ1822J111,FCZ1822J112,FCZ1822J113,FCZ1822J114,FCZ1822J115,FCZ1822J116,FCZ1822J117,FCZ1822J118,FCZ1822J119,FCZ1822J11A,FCZ1S22J11F,FCZ1822J11G,FCZ1822J11H,FCZ1822J11J | Next Business Day | 18 | 9,000.00 | 162,000.00 |



Article III
REMUNERATION

3.1 The charge(s)/cost(s) offered by the Service Provider is **Rs. 3,398,168.00 (inclusive of all taxes)** SLA of CISCO Network Equipment vide tender # IT/09/19-20 variation may ~~occurred~~ occur. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

| S. No | Product | Description | Serial No. | Service Level | QTY | Unit Rate | Amount |
|-------|-------------------|---|---|-------------------|-----|-----------|--------------|
| 1 | WS-C2960X-48FPS-L | CATALYST 2960-X 48GIGE POE 740w 4x1G SFP LANE | FOC1817Y27S,FOC1817Y27D,FOC1817Y27E,FOC1817Y27P,FOC1817Y27X,FOC1817Y283,FOC1817Y286,FOC1817Y28P,FOC1817Y29H,FOC1817V29Y,FOC1817Y2AA,FOC1817Y2BO,FOC1817Y2B2,FOC1817Y2B7,FOC1817Y2B9F,FOC1817Y26Z, FOC1817Y270, FOC1817Y271, FOC1817Y273, FOC1817Y274, FOC1817Y276, FOC1817Y279, FOC1817Y27A, FOC1817Y27J, FOC1817Y27Q, FOC1817Y27U, FOC1817Y289, FOC1817Y28J, FOC1817Y28K, FOC1817Y29A, FOC1817Y29L, FOC1817Y2A5, FOC1817Y2AH, FOC1817Y2B5, FOC1817Y2B8 | Next Business Day | 35 | 31,500.00 | 1,102,500.00 |
| 2 | WS-C2960X-24PS-L | CATALYST 2960-X 24 GIGE POE 370w 4x1G SFP LANE | FCW1812A3QH,FCW1812A3RM,FCW1812A3RS, FCW1812A48F,FCW1812A48S,FCW1812A3PQ, FCW1812A3Q6, FCW1812A3QF, FCW1812A3RU, FCW1812A3S6, FCW1812A45X, FCW1812A48A, FCW1812A48E, FCW1812A48H | Next Business Day | 14 | 17,500.00 | 245,000.00 |
| 3 | AIR-CAP35011-E-K9 | 802.11G/N CTRL-BASEDAP W/CLEANAIR;I NT ANT;E RN | FCZ1822J101,FCZ1822J102,FCZ1822J103,FCZ1822J104,FCZ1822J111,FCZ1822J112,FCZ1822J113,FCZ1822J114, FCZ1822J115,FCZ1822J116,FCZ1822J117,FCZ1822J118,FCZ1822J119,FCZ1822J11A,FCZ1S22J11F,FCZ1822J11G,FCZ1822J11H,FCZ1822J11J | Next Business Day | 18 | 9,000.00 | 162,000.00 |



| | | | | | | | |
|---|--------------------|--|--|-------------------|-----|----------|------------|
| 4 | CP-6921-CL-K9 | CISCO UC PHONE 6921,CHARCOAL,SLIMLINE HEADSET | PUC181302AS,PUC1815094K,PUC18160VEH,PUC18160VFP,PUC18160VFQ,PUC18160VHO,PUC18160VH3,PUC18160VHY,PUC18160VI8,PUC18160VJE,PUC18160VIF,PUC18160VIT,PUC18160VIW,PUC18160VIY,PUC18160VJ2,PUC1818021M,PUC1818022Z,PUC181802-76,PUC1818028L,PUC1818028S,PUC1818029J,PUC181802BA,PUC181802G8,PUC181802PW,PUC181802YF,PUC181803CK,PUC182103NS,PUC18210307,PUC2821030V,PUC182103RO,PUC182103SW,PUC182103US,PUC182103UV,PUC182103UW,PUC182103VO,PUC182103WF,PUC182103XB,PUC181802YR,PUC181802ZW,PUC1818030Q | Next Business Day | 40 | 7,000.00 | 280,000.00 |
| 5 | CP-7925G-E-K9 | [CISCO 7925G ETSI;BATIERY/POWER SUPPLY NOT" INCL] | IAC1819A02W,IAC1819A04C,IAC1819A04F,IAC1819A04L,IAC1819AOSN,IAC1819AOSQ,IAC1819AOAS,IAC1819AOBB,IAC1819AODJ,IAC1819AOE2 | Next Business Day | 10 | 9,000.00 | 90,000.00 |
| | CP-PWR-7925G | [CISCO 7925G POWER SUPPLY FOR UNITED KINGDOM | | | | 2,000.00 | 20,000.00 |
| | CP-BATT-7925G-EXT | [CISCO 7925G BATTERY EXTENDED | | | | 2,000.00 | 20,000.00 |
| 6 | MIG-CUCM-ENHP-A | Migration to UC Manager 9x10 Enh Plus-less than 1K Users | FCH1813VOWZ, FCH1813V0ZP | Next Business Day | 100 | 100.00 | 10,000.00 |
| | UCSS-U-CMENP-A-1-1 | UC Manager Enh Plus UCSS less than 1K Users | | | 100 | 100.00 | 10,000.00 |
| | MIG-CUCM-USR-A | Migration to UC Manager Enchnced | | | 415 | 100.00 | 41,500.00 |
| | UCSS-U-UCM-A-1-1 | UC Manager UCSS-1ENH User One Year Sub Tier A | | | 415 | 100.00 | 41,500.00 |



| | | | | | | | |
|---|--------------------|--|-------------|-------------------|-----|------------|------------|
| | MIG-CUCM-BASIC-A | Migration to UC Manager Basic-less than 1K Users | | | 50 | 100.00 | 5,000.00 |
| | UCSS-UUCMBAS-A-1-1 | UC Manager UCSS-1Basic User One Year Sub Tier A | | | 50 | 100.00 | 5,000.00 |
| | MIG-UCXN9-USR | Mig Unity 4x or later/Unity Cxn 1x to Unity Cxn 9x User | | | 500 | 20.00 | 10,000.00 |
| | UCSS-U-MSG-1-1 | UCSS for Unity or Unity Connection-1 user One Year Sub | | | 500 | 20.00 | 10,000.00 |
| | UCSC-C220-M3SBE= | UCS C220 M3S BE Server | | | 2 | 80,000.00 | 160,000.00 |
| | VMW-VS5-ST-1A= | VM ware vSphere 5 Standard (1CPU) 1YR Support Required | | | 4 | 8,000.00 | 32,000.00 |
| 7 | AIR-CT5508-100-K9 | [CISCO 5508 SERIES WIRELESS CONTROLLER FOR UP TO 1S with RDUNDANT POWER SUPPLY | FCW1821L09R | Next Business Day | 1 | 152,729.00 | 152,729.00 |



| | | | | | | | |
|---------------------------------|-------------------|--|--|-------------------|----|------------------|------------|
| 8 | AIR-CAP1602I-C-K9 | [802.11A/G/N CTRLR-BASED AP, INT ANT, C REG DOMAIN] | FGL1822S47B, FGL1822S47C, FGL1822S47D, FGL1822S47E, FGL1822S47F, FGL1822S47G, FGL1822S47H, FGL1822S47J, FGL1822S47K, FGL1822S47LFGL1822S47M, FGL1822S47N, FGL1822S47P, FGL1822S47Q, FGL1822S47R, FGL1822S47S, FGL1822S47T, FGL1822S47U, FGL1822S47V, FGL1822S47W, FGL1822S47X, FGL1822S47Y, FGL1822S47Z, FGL1822S480, FGL1822S481, FGL1822S482, FGL1822S483, FGL1822S484, FGL1822S485, FGL1822S486, FGL1822S487, FGL1822S488, FGL1822S489, FGL1822S48A, FGL1822S48B, FGL1822S48C, FGL1822S48D, FGL1822S48E, FGL1822S48H, FGL1822S48J | Next Business Day | 40 | 7,000.00 | 280,000.00 |
| 9 | CP-7821-K9= | [CISCO UC PHONE 7821 | WZP181309AZ, WZP18130IUO, WZP18130K97, WZP18130KAS, WZP1813002W, WZP181300FI, WZP181300FI, WZP181300FJ, WZP181300GL, WZP18130P2H, WZP18130PMI, WZP18130PWH, WZP18130Q2X, WZP18130QG8, WZP18130QMO, WZP18130QZJ, WZP18130QZK, WZP18130QZL, WZP18130QZX, WZP18130R1Z, WZP18130R2S, WZP18130R4D, WZP18130R4F, WZP18130R4J, WZP18130RD5, WZP18130RE0, WZP18130S2D, WZP18130S4A, WZP18130S8G, WZP181401NQ | Next Business Day | 30 | 11,000.00 | 330,000.00 |
| Total | | | | | | Rs. 3,007,229.00 | |
| Monthly Amount without SST | | | | | | Rs. 250,602.42 | |
| SST | | | | | | Rs. 32,578.00 | |
| Total Amount Per Month with SST | | | | | | Rs. 283,180.73 | |
| Grand Total Amount Per Year | | | | | | Rs. 3,398,168.76 | |



3.2 Liquidity damages:

- (a) In case of breach of SLA 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 SLA.
- (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% |

- 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.

3.6 Quarterly Payment will be made as follow.

Payment would be made at the end of each quarter. Invoice / bill should be submitted to Purchase & Store Department after acknowledgment by Sr. Manager IT

Article IV ANNUAL SUPPORT & MAINTENANCE TERMS

- 4.1 The Annual Support and Maintenance of the CISCO Network Equipment's shall include the following activities
 - a. One (1) year maintenance support with parts, for all the CISCO Network Equipment listed above.
 - b. The Bidder will be required to undertake Support and Maintenance for the CISCO Network Equipment and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the CISCO Network Equipment in good working condition. The onsite preventive maintenance will include the following:
 - (i) Preventive Maintenance of CISCO Network Equipment
 - (ii) Checking fitment of internal and external hardware and heating of the system for above BOQ



- d. Break down call shall be attended immediately as per SLA.
- e. Network Equipment and their components whenever called upon by the IBA.
- f. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
- g. Back to back support for items mentioned in the BOQ from NE.

Article V
SLA TIME MATRIX

5.1 THE SERVICE PROVIDER shall provide the required services as per SLA matrix given below: -

| <i>Equipment</i> | SLA Matrix for Prime Hours | | SLA Matrix for Non-Prime Hours | |
|--|-----------------------------------|---------------------------|---------------------------------------|---------------------------|
| | Max. Response Time | Max. Rectification | Max. Response Time | Max. Rectification |
| CISCO Network Equipment and related accessories. | 1 Hour | 2 Hours | 2 Hour | 4 Hours |

5.2 The time mentioned in above table shall not be counted as 'Down Time'. In case the BIDDER is permitted for providing Stand-By equipment / part in replacement of faulty equipment / part till the faulty equipment / part is repaired / replaced in order to complete removal of the fault, the purchaser may relax the period for which standby equipment / part is placed from counting the downtime for the said item subject to a maximum period of 5 days.

5.3 In case of three repetitive faults in any equipment due to same reason in a quarter, the time as mentioned in the above table shall be added to the downtime while calculating the overall down time for that quarter and BIDDER shall replace the defective component / part with new one within three days.

5.4 Comprehensive Support Level agreement of CISCO Network Equipment with part is required.

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.

6.3 From expiry of the service tenure of this agreement, a new support contract will be signed after mutual consent of IBA and the SERVICE PROVIDER. Amount



of the contract will be charged as per the below table, if IBA agree with the performance.

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 .A; 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 RESPONSIBILITIES

- 9.1 SERVICE PROVIDER will make all reasonable endeavors to provide the "Response Time" stated in the schedule and to perform the aforesaid Repair and Maintenance Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment down-time.
- 9.2 The schedule response time will only be applicable at Karachi.

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 above BOQ 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. Any application software/ signature and OS update/upgrade or data backup is not covered.



- 10.4 Under this agreement any critical marked hardware becomes faulty, will be replaced by Service Provider provided backup to operational the environment within 4 hours, whereas replacement of the faulty part will be provided in later phase accordingly.
- 10.5 Under this agreement any other than critical marked 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.
- 10.6 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.
- 10.7 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 it's working.

Article XI

All calls will be logged centrally either through telephone, email or web based call logging system and will be distributed city wise. Another notification is sent to Client once the call is successfully closed.

Hours of Coverage

The Service Provider will provide maintenance and support for 8x5 Basis.

Response Time

Response time to incidents reported would be as follows:

| Severity Level | Response Time |
|-----------------------|---------------|
| Severity Level 1 (S1) | 1 Hour |
| Severity Level 2 (S2) | 2 hour |
| Severity Level 3 (S3) | 4 hours |

Severity Levels

The Service Provider and concerned IBA personnel will determine and assign the severity of reported issue / case in accordance with the following definitions:

ARACHIBAKISTAN

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 down or severely degraded. A system or major application is totally 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 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 and CEO of the "THE SERVICE PROVIDER" 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 XIII FORCE MAJURE

- 13.1 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 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.

Article XV
TERMINATION

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

Article XVI
INDEMNITY

- 16.1 "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 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
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 SERVICE PROVIDER, 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 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. 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.

18.4 Notwithstanding any right and remedies exercised by the IBA in this regard, SERVICE PROVIDER, 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 SERVICE PROVIDER, as aforesaid for the purpose of obtaining or inducing procurement /work/ service or other obligation or benefit in whatsoever from the IBA.

Article XIX **ESCALATION MATRIX**

19.1 M/s National Engineer support desk team is available 24/7 on Tel: 051-2894260. And customer can also email us at support@ne.com.pk for any related query.

| Department | Escalation Level 1 | Escalation Level 2 | Escalation Level 3 |
|-------------------------|-------------------------------|-----------------------------------|--------------------------------|
| | | | |
| | | Senior Post Sales Engineer | Chief Technical Officer |
| Operations/Support Desk | Support Desk Team 24/7 | Hassan Wali Khan | Aleem Ismaeel Paracha |
| Manager Technical IP | Tel: 051-2894260 | Cell: 0312-2406562 | Cell: 0300-4053834 |
| | support@ne.com.pk | hassan.khan@ne.com.pk | aleem.paracha@ne.com.pk |
| | | | |
| | | Senior Post Sales Engineer | Manager Technical IP |
| | | Syed Ali | Usman Ashraf |
| | | Cell: 0322-2547424 | Cell: 0309-7798696 |
| | | syed.ali@ne.com.pk | usman.ashraf@ne.com.pk |
| | | | |
| | | Manager Operations | |
| | | Syed Atta-ul-aziz | |
| | | Cell: 0333-0530370 | |
| | | atta.aziz@ne.com.pk | |



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 Work Order.
- 20.3 All terms and conditions of tender vide # IT/09/19-20 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 National Engineers

NAME: Kashif Awan

CNIC # 42301-0953652-1

Address:

Office # 912, 9th Floor, Saima Trade
Tower-B, I.I. Chundrigar Road,
Karachi

2. _____

Suleman Aziz

National Engineers

CNIC# 42301-8163125-3

Address: Office # 912, 9th floor, Saima Trade
Tower B, I.I. Chundrigar Road, K.H.

