

SND-0304-28165625557

GoS-KHI-610F48566D160783

Non-Judicial**Rs 20,847/-**

Description	: Contract - 15(a)
Principal	: Institute of Business Administration Karachi [27024407]
Contractor	: Commtel [36575143]
Applicant	: Abdul Qadir [42011-1111111-1]
Stamp Duty Paid by	: Commtel [36575143]
Issue Date	: 24-Jul-2024, 02:57:36 PM
Paid Through Challan	: 2024174BBFD30252
Amount in Words	: Twenty Thousand Eight Hundred and Forty Seven Rupees Only

Please Write Below This Line

THIS SERVICE LEVEL AGREEMENT is made at Karachi on this _____ 2024, and will commence 22nd July 2024 (Effective Date) till 21st July 2024 (Termination Date), in the continuation of contracts Bid Nos. IT/27/23-24, for the SLA for Annual Support and Maintenance of Network Core Switches;

BY AND BETWEEN

Institute of Business Administration Karachi, an Educational Institution formed and existing under the laws of the Islamic Republic of Pakistan, has its Main Campus, University Enclave, University Road, Karachi, Pakistan. (hereinafter, "Client", which term wherever occurs in these presents shall mean and include its successors-in-interest, executors and assigns) of the One Part;

AND

M/s Commtel, incorporated under the laws of the Islamic Republic of Pakistan and having its registered head office at C-37 Block 4 Clifton Karachi (hereinafter referred to as "SERVICE PROVIDER" which expression shall, where the context so admits, mean and include its successors-in-interest, nominees, legal representatives, administrators and permitted assigns) of the Other Part.

(IBA and the M/s Commtel shall hereinafter collectively be referred to as the "Parties" and singly as "Party").

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(IBA and the M/s Commtel shall hereinafter collectively be referred to as the "Parties" and singly as "Party").

COMMTTEL

RECITALS

WHEREAS:

- a) IBA is an educational Institute desirous of hiring the Services (defined below);
- b) SERVICE PROVIDER has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- c) Based on the representation of the SERVICE PROVIDER, IBA has agreed to avail the Services from the SERVICE PROVIDER on the terms and conditions as set out in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and in consideration of the mutual covenants contained herein, the Parties do hereby agree, undertake and declare as under:

Article I

DUTIES and SCOPE OF SERVICES and WORKS AND AGREEMENT

- 1.1 This service includes the "SLA for Annual Support and Maintenance of Network Core Switches", and discussions with "IBA" before the determination of the 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) and Work(s) of 'SLA for Annual Support and Maintenance of Network Core Switches' to "IBA" whenever and wherever form is required as per the terms and conditions of this Agreement.
- 1.3 "THE SERVICE PROVIDER" will coordinate their work with the Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in the supervision of proposed 'SLA for Annual Support and Maintenance of Network Core Switches'.
- 1.4 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if it occurs, in the 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 and when required with a prior appointment.
- 1.6 All logistic charges will be borne by "THE SERVICE PROVIDER".
- 1.7 The "SERVICE PROVIDER" shall be responsible for providing hardware support with parts.
- 1.8 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.9 If the problem is not solved within the agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. THE SERVICE PROVIDER is also bound to arrange at least 15 % of the hardware inventory as a backup in the company office.
- 1.10 The "SERVICE PROVIDER" shall be bound to monitor the maintenance and repair work and furnish the complete report to IBA authorities as per SLA on a monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labour.
- 1.12 Service of all the equipment shall be carried out. The service plan shall be discussed with IBA authorities before its execution. The plan was provided by IBA authorities.
- 1.13 All faulty parts of are covered under this agreement and replaced with OEM/COMPATIBLE parts.
- 1.14 The "SERVICE PROVIDER" must provide backup units if the original equipment requires repair. If the "SERVICE PROVIDER" fails to do so, a penalty @ 2% of the total contract amount per day, until the backup unit is delivered to IBA or the original unit is returned to IBA after performing required maintenance/replacement on the part or machine as a whole.
- 1.15 All equipment to be covered under this SLA 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 'SLA for Annual Support and Maintenance of Network Core Switches' at IBA Main Campus at, University Enclave, University Road, Karachi.
- 2.2 "THE SERVICE PROVIDER" hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as and when required.

- 2.3 "THE SERVICE PROVIDER" hereby agrees to accept the variation, if it occurs, in the 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 labour.
- 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 effect from 22nd July 2024 to 21st July 2025 and subject to the "SERVICE PROVIDER" inspection of the equipment to ensure that they are in working order.
- 2.7 The "SERVICE PROVIDER" will ensure the following:
- (a) Performance Measures
 - (i) Turnaround time for a repair Maximum of 2 days or provide a backup unit.
 - (ii) IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.
 - (b) Maintenance Schedules:
 - (c) Physical inspection of complete equipment.
 - (d) Performance tests and adjustments.
 - (e) Performance engineering modification and changes, if recommended by IBA.
 - (f) Responsible for the smooth functioning of already installed Hardware as per BOQ.
 - (g) Equipment is fully operational and performs properly and meets SBD's Requirements.
 - (h) The scope of the project is to provide warranties and Level 2 and level 3 support for all IT equipment and components requested in BOQ.
 - (i) Responsible for responding to events on an urgent basis as per SLA mentioned in this SBD.
 - (j) Responsible for providing backup or replacement of any hardware with the same or higher specification. IBA will not accept any low-specification hardware.
 - (k) Provide Backup in case of delay in part replacement.
 - (l) "THE SERVICE PROVIDER" must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
 - (m) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
 - (n) Any value-added service bundled with no impact on the BOQ, service level, shall be acceptable.
 - (o) "The "SERVICE PROVIDER" will sign a Service level agreement (SLA) with parts for a period of one year, extension of which shall be dependent on satisfactory performance for the previous year(s).
 - (p) "THE SERVICE PROVIDER" must have a team of technically qualified staff on payroll for providing repair and maintenance services.
 - (q) "THE SERVICE PROVIDER" bound to all defective items shall be replaced with the new and same brand.

Article III

REMUNERATION

- 3.1 The cost offered by the SERVICE PROVIDER is Rs. 5,956,267/- (inclusive of all taxes) SLA for Annual Support and Maintenance of Network Core Switches vide tender # IT/27/23-24 variation may occur. The cost is inclusive of labor /transportation /supplies /etc.

3.1.1 Bill of Quantity

Sr. #	Description	Qty	Annual Rate per Equipment	Total Amount Annually
Annual Technical Support Services of HUAWEI Network Core Switches				
1	Ethernet Switches Series: S5700 Product Code: S5720-52X-PWR-SI-AC, Site1 Part Number: 88134UGQ-4NS Bundle, Co-Care Standard, 12 months Renewals	20 units	156,266	1,765,586
2.	ToR Data Centre Switch Series: CloudEngine 6800 Product Code: CE6856-48T6Q-HI, Site1 Part Number: 88134UHD-2D7	3 units	1,093,014	1,235,106

	48-Port 10GE RJ45, 6-Port 40GE QSFP+, 2 AC Power Module, 2FAN Box, Port-side Intake, Co- Care Premier 12 months Renewals			
3.	Core Switch Series: CloudEngine 12800 Product Code: CE12804S V200R005, Site1 Part Number: 88134UHD-248 Bundle 6 (AC/HVDC Assembly Chassis, 2 MPUA- S, 2 SFUG-S, 2 PHD-3000WA), Co- Care Premier 12 months Renewals	1 unit	529,944	598,837
4.	Core Switch Series: CloudEngine 12800 Product Code: CE12804S V200R005, Site1 Part Number: 88134UHD-278 36-Port-40GE Interface Card (FD,QSFP+), Co- Care Premier, 12 months Renewals	1 unit	546501	617547
5.	Core Switch Series: CloudEngine 12800 Product Code: CE12804S V200R005, Site1 Part Number: 88134UHD-281 48-Port-10GE Interface Card (FD,SFP+), Co-Care Premier, 12 months Renewals	1 unit	546,501	546,501
6.	Firewall Series: USG6500E Product Code: USG6555E V600R007, Site1 Part Number: 88134UHD-46H Co- Care Premier, Renewal	2 units	94,060	106,288
7.	Firewall Series: USG6500E Product Code: USG6525E V600R007, Site1 Part Number: 88134UHD-46L Co- Care Premier, Renewal	2 units	54985	62133
8.	Series Routers Series: AR6100 & AR6510-L Product Code: AR6140-9G-2AC, Site1 Part Number: 88134UHD-47W AC host, 5*GE RJ45, 4*GE SFP, 1*USB 3.0, 4*SIC Co- Care Premier, 12 months Renewals	2 units	96,709	109,281
Support and Subscription Services (SnS) Renewal Solution				
9.	Software CloudEngine 6800 TOR Switch Part Number: 88060QCW CE6856-48T6Q-HI (SnS, Renew, CE6856-48T6Q-HI, 20210621, 495) N1-CloudFabric Management SW License for CloudEngine 6800, SnS-Year	3 units	366,379	414,009
10.	Software CloudEngine 12800 Core Switch Part Number: 88060QCA CE12804S V200R020 (SnS, Renew, 20210621, 502) N1-CloudFabric Management SW License for CloudEngine 6800, SnS-Year	1 unit	230,628	260,610
11.	Unified Security Gateway (N1) License Package Part Number: USG6500E USG6555E V600R007 (SnS Renew 20210622, 376) Part Number: 88060RHY N1-USG6555E Foundation, SnS, Per Device, 1 Year	2 units	23,745	26,832
12.	Unified Security Gateway (N1) License Package Part Number: USG6500E USG6525E V600R007 (SnS Renew 20210622, 292) Part Number: 88060RHY N1-USG6525E Foundation, SnS, Per Device, 1 Year	2 units	10,180	11,503
Total				5,271,041
18% GST (If Applicable)				-
13% SST (If Applicable)				685,235
Grand Total Amount				5,956,276

3.1.2 Scope of Work

- a. The selected bidder will be responsible for the smooth functioning, fully operational and performing properly of already installed hardware as per BOQ.
- b. The selected bidder should provide Back-to-back support/warranties of IT equipment and components requested in BOQ.
- c. Critical: Urgent response and replace faulty parts.
- d. The selected bidder should be responsible for handling level 2 and level 3 technical support issues.
- e. The selected bidder should be responsible for a log ticket to HUAWEI Tech Support for Critical Hardware.
- f. The selected bidder must provide backup or replacement of any hardware in case of delay in part replacement with the same or higher specification hardware.
- g. The selected bidder should provide an onsite comprehensive replacement Warranty, a period of one year is mandatory which includes the replacement of the Switches or parts (if necessary) without any additional cost.

3.2 Liquidated 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 the total amount of the Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.4 Stamp Duty @ 0.35% of the cost of transaction/purchase/work order will be deposited in the 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

ANNUAL SUPPORT and MAINTENANCE TERMS

- 4.1 The Annual Agreement of 'SLA for Annual Support and Maintenance of Network Core Switches' shall include the following activities
 - a. One-year maintenance support with parts, for all the equipment listed in BoQ.
 - b. The Bidder will be required to undertake 'SLA for Annual Support and Maintenance of Network Core Switches' with support and maintenance and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the equipment in good working condition. The onsite preventive maintenance will include the following:
 - (i) Break down calls shall be attended immediately as per SLA.
 - (ii) Corrective maintenance of equipment whenever called upon by the IBA.
 - d. The bidder will be required to ensure that maintenance personnel are readily available as and when required by the IBA.
 - e. Back-to-back support for items mentioned in the BOQ from the principal.

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Article V
FUTURE DEVELOPMENTS AND UPGRADES

- 5.1 "THE SERVICE PROVIDER" shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 5.2 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 VI
DATA PROTECTION

- 6.1 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 misuses, and that only the "SERVICE PROVIDER" personnel designated for the purpose of Services have access to the Data.
- 6.2 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 who 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.

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Article VII
ADD-ON EQUIPMENT

- 7.1 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 VIII
SERVICE PROVIDER'S RESPONSIBILITIES

- 8.1 The "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.
- 8.2 Parts will be replaced as per agreed terms of the contract.
- 8.3 Response time will be 4 hours via telephone, email or engineer visit.
- 8.4 Engineer's visit time will be 09:00 AM to 04:00 PM during business hours.
- 8.5 Equipment pickup time will be 09:00 AM to 04:00 PM.

Article IX
SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

- 9.1 Burnt / damaged parts replacement.
- 9.2 In terms of damage, the 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 BoQ 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.

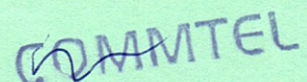
Article XI
Operations and Maintenance (OandM) Support

- 11.1 The following shall be provided to IBA.

24x7x4

"THE SERVICE PROVIDER" will provide OandM support to IBA with its shared pool of resources On-Call basis.

"THE SERVICE PROVIDER" will provide the mobile phone numbers of the concerned technical persons and escalation.



“THE SERVICE PROVIDER” concerned technical personnel will reach the site / remote login / VPN /Telnet for trouble shooting the problem registered through support call logging procedure.

During the OandM, “SERVICE PROVIDER” concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer cannot resolve the reported incident, the support system will automatically engage the next level of support.

Support Levels Description:

Level 1: “THE SERVICE PROVIDER” engineer will provide telephonic support for minor issues and general queries of IBA.

Level 2: “THE SERVICE PROVIDER” engineer will try to resolve the problem remotely and if required will visit the site for onsite intervention. If the problem is not resolved at this level, then it would be escalated to Level 3.

Level 3: “THE SERVICE PROVIDER” engineer will engage Subject Matter Expert (SME) at Level 3 to remotely rectify the problem. SME will remote login / VPN /Telnet the equipment for trouble shooting the problem. If required, Service Provider Technologies engineer will open TAC case and engage support till the rectification of the problem.

Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.

Article XII

Call Logging System

12.1 To lodge a complaint CUSTOMER can contact SERVICE PROVIDER’s Support desk by phone or by email, once complaint is logged.

Email: info@commtel.ae

Call at: 0215822467

Non-Working Hours / Holidays:

Name: Samar Abbas

Number: +92 321 8230299

Email: samar.abbas@commtel.ae

12.2 Reporting Service Call While reporting a service call a user/manager must provide following information to SERVICE PROVIDER’s helpdesk in order to log a service call:

- (a) Username, Contact Numbers.
- (b) Model and serial number of machines / devices.
- (c) Brief description of the problem and symptoms.
- (d) Ask for Call Log “Ticket Number

- i. Based on its expertise and knowledge The “SERVICE PROVIDER” has categorized all problems in 3 levels of problems i.e. Severity Level 1, Severity Level2 and Severity Level3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by specific predefined resource / team. This response time varies as per Escalation Level of that problem at that given time.
- ii. Incase IBA informs the “SERVICE PROVIDER” of any problem regarding the network via helpline or by informing related contact person (mobile number provided in escalation matrix) it is registered on the “SERVICE PROVIDER” ticketing tool. This tool then keeps track of the problem and escalates it as per predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
- iii. The “SERVICE PROVIDER” support structure defines problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to ‘Problem Escalation’ section). As per the severity level, each problem is escalated to the next level in case support team at previous level failed to resolve the problem within predefined timelines.

Hours of Coverage

The “SERVICE PROVIDER” will provide maintenance and support for 24x7 Basis.

COMMTTEL

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	XXXX
Severity Level 2 (S2)	XXXX
Severity Level 3 (S3)	XXXX

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:

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 XIII

ARBITRATION

- 13.1 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 XIV

FORCE MAJURE

- 14.1 The "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 XV

RENEWAL

- 15.1 This Agreement shall be renewed with mutual consent and satisfactory performance upon completion of one year if the IBA, Karachi and the "SERVICE PROVIDER" agree so.
- 15.2 Initial contract is for one year, which can be extended to further one year but not more than three years based on the bidder performance. However, Terms and Conditions of the agreement would remain same.

Article XVI

TERMINATION

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

COMMITEL

Article XVII

INDEMNITY

- 17.1 "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

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

Article XIX

INTEGRITY PACT

- 19.1 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).
- 19.2 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.
- 19.3 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 and remedies available to the IBA under any law, contract, or other instrument, be stand void at the discretion of the IBA.
- 19.4 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 and 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 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 Purchase / Work Order.
- 20.3 All terms and conditions of tender vide # IT/27/23-24 will be the integral part of this agreement and can't be revoked.

Article XXI

PAYMENT TREM

- 21.1 25% of the total amount at the end of each quarter after completion of satisfactory services and works as per Bill of Quantity in SBD. Also, the credit period will be 30 days after submission of the commercial invoice (quarterly basis)

COMMITTEL

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: **Dr. Mohammad Asad Ilyas**
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