

9870

AGREEMENT
SLA OF DESKTOP COMPUTERS & PRINTER

THIS AGREEMENT is executed at KARACHI, on this day October 01, 2018.

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 NK Computers, having its office at WH-18 6th Floor Techno City Mall Main Hasra Mohani Road Karachi, hereinafter referred to as "**SERVICE PROVIDER**" (where the expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor Mr. Noman Khan, holding CNIC No.42101-7410132-3 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA of Desktop Computers & Printers vide tender # IT/05/18-19 for the SLA of Desktop Computers & Printers (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA of Desktop Computers & Printers" and "THE SERVICE PROVIDER" have offered to render all kind of SLA of Desktop Computers & Printers (including but not limited to the "SLA of Desktop Computers & Printers" 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 Desktop Computers & Printers" discussions in respect of the same with "IBA" before the determination of SLA of Desktop Computers & Printers to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to "IBA" for SLA of Desktop Computers & Printers. "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 Desktop Computers & Printers", 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 SLA of Desktop Computers & Printers 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 Desktop Computers & Printers.
- 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".
- 1.7 The SERVICE PROVIDER shall be responsible to provide 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 agreed timeframe according to the severity level, thereafter, the Company shall provide a backup unit. SERVICE PROVIDER is also bound to arrange at least 15 % of the hardware inventory as backup in company office.
- 1.10 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish complete report to IBA authorities as per SLA on monthly basis or according to the requirement of the IBA authorities.
- 1.11 Maintenance contract shall be with parts (without consumable parts), services and labor.
- 1.12 Service of all the equipment shall be carried out. Service plan shall be discuss with IBA authorities before its execution. Plan provided by IBA authorities.
- 1.13 All faulty parts of the defective computers/Printers/scanner etc. which are covered under this agreement replace with OEM/COMPATIBLE parts.
- 1.14 No dispute rises regarding the replacement of faulty parts from company except consumable (Accessories are compatible with 3 months warranty) items under this agreement.
- 1.15 SERVICE PROVIDER must provide backup units if original equipment requires repair. If SERVICE PROVIDER fails to do so, a penalty @ 2% of total contract amount per day,



until backup unit is delivered to IBA, or original unit is returned to IBA after performing required maintenance / replacement on the part or machine as a whole.

- 1.16 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" hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of SLA of Desktop Computers & Printers 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 This Agreement shall be in effect from October 1st, 2018 for one year and subject to the SERVICE PROVIDER inspection of the equipment to ensure that they are in working order.
- 2.7 SERVICE PROVIDER will ensure the following:
- (a) Preventive and corrective maintenance as recommended for the equipment listed of this Agreement.

(b) Service Level
Service Offering Includes:

Maintenance	Preventive and corrective maintenance as per agreement
Maintenance	Vacuum cleaning of complete equipment.
Maintenance	Physical inspection of complete equipment
Performance	Performance Tests and adjustments/Lubrication of mechanical assemblies
Back-up units	Only with parts agreement as per list.



- (c) Performance Goals
- (i) 4 Hrs Response Time.
 - (ii) On-site support
 - (iii) Provide back-up unit if required.
- (d) Performance Measures
- (i) 90% equipment repaired on site
 - (ii) Turnaround time for a repair Maximum 2 days or provide backup unit.
 - (iii) IBA can request other performance measures apart from the above which may be negotiated on a case by case basis.
- (e) Maintenance Schedules:
- (i) Preventive Maintenance two (2) times a year.
- (f) Physical inspection of complete equipment.
- (g) Performance tests and adjustments.
- (h) Performance engineering modification and changes, if recommended by IBA.
- (i) Responsible for the smooth functioning of already installed Hardware as per BOQ.
- (j) Equipment is fully operational and perform properly and meet SBD's Requirements.
- (k) The scope of the project is to provide warranties of all IT equipment and components requested in BOQ.
- (l) Responsible to respond to events on urgent basis as per SLA mention in this SBD.
- (m) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware.
- (n) Provide Backup in case of delay in part replacement.
- (o) The SERVICE PROVIDER must maintain a backup / surplus inventory up to a minimum of 15% for each item quoted in the bid.
- (p) Maximum response time should be less than 04 (four) hours of the time the complaint is logged.
- (q) Any value added service bundled with no impact on the BOQ, service level, shall be acceptable.
- (r) Warranty of consumable items must be minimum 3 months. (Battery, Adopter)
- (s) 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).



- (t) THE SERVICE PROVIDER must have team of technically qualified staff on payroll for providing repair & maintenance services.
- (u) THE SERVICE PROVIDER bound to all defective items shall be replaced with new and same brand.(with OEM and compatible brand)

Article III REMUNERATION

- 3.1 The charge(s)/cost(s) offered by the Service Provider is **Rs. 2,791,326.00 (inclusive of all taxes)** SLA of Desktop Computers & Printers vide tender # IT/05/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

Sr. #	Item	Description	Quantity
1	HP Printer A3 Size M712DN	A3 size heavy duty printers	11
2	Computers HP Elite Desktop 800 G1	HP Elite desktop 800 G1 USDT Core-i7 with HP Pro Display P191 18.8inch LED monitor	65
3	Computers HP Elite Desktop 800 G1	HP Elite desktop 800 G1 Full HD 21.5" with LED infinity touch screen Core-i5	05
4	HP Compaq Elite 8300 USDT Computers	Chassis Tower stand, 3 rd generation i5 with LED 1920x1200, 20-Inch	200
05	Miscellaneous Printers.	Black & White Laser and Colour Printers (HP Brand)	35

- 3.2 Below rates for consumables items

S. No	Desktop Accessories	Item /unit cost Adapter First copy
01	HP Elite desktop 800 G1 USDT Caore-i7 with HP Pro Display P191 18.8inch LED monitor	1,800.00 3 month warranty
02	HP Elite desktop 800 G1 Full HD 21.5" with LED infinity touch screen Core-i5	1,800.00 3 month warranty
03	HP Compaq Elite 8300 USDT Computers Chassis Tower stand, 3 rd generation i5 with LED 1920x1200, 20-Inch	1,800.00 3 month warranty

Note: All defective items shall be replaced with OEM / Compatible parts. Defective /dead items shall be returned to vendor. All consumables item price are with GST.

- 3.3 Following are the itemized breakup.




Sr. #	Item	Description	Qty	Unit cost Per month	Total cost Per month	Total cost Per year (Rs.)
1	HP Printer A3 Size M712DN	A3 size heavy duty printers	11	1000 / per unit	11,000.00	Rs.132,000.00
2	Computers 11.7" Elite Desktop 800 G1	HP Elite desktop 800 G1 USDT Core-i7 with HP Pro Display P191 18.8inch LED monitor	65	690/ per unit	44,850.00	Rs.538,200.00
3	Computers 11.7" Elite Desktop 800 G1	HP Elite desktop 800 G1 Dell HD 21.5" VESA LED Infinity touch screen Core-i5	5	1200/ per unit	6,000.00	Rs. 72,000.00
4	HP Compaq Elite 8300 USDT Computers.	Chassis Power stand, 3rd generation i5 with 11.6" HD 11,20-inch	200	600/ per unit	120,000.00	Rs.1,440,000.00
5	Miscellaneous Printers.	HP-4000 M-1500 4020 2150 7000 4000 HP-277Color,	35	685.72/ per unit	24,000.00	Rs.288,000.00
Amount without Taxes						Rs. 2,470,200.00

3.4 Payment Terms

- 40% at the signing of the contract (Signing of the contract).
- 40% at the end of the first six months (Six months from the date of signing of the contract).
- 20% at the end of the contract (At the end of the contract).

3.5 Liquidity Damages

- 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 party for SLA.
- If the work is not executed according to the satisfaction of IBA, IBA reserves the right to reject it, together with serving 15 days prior notice.
- 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%

- 3.6 Performance Security 5% of total amount of Purchase Order will be provided by "THE SERVICE PROVIDER".
- 3.7 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.
- 3.8 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 & MAINTENANCE TERMS

- 4.1 The Annual Support and Maintenance of the Desktop Computers & Printers shall include the following activities
- a. One (1) year maintenance support with parts, for all the Desktop Computers & Printers listed above.
 - b. The Bidder will be required to undertake Support and Maintenance for the Desktop Computers & Printers and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the Desktop Computers & Printers in good working condition. The onsite preventive maintenance will include the following:
 - (i) Preventive Maintenance of Desktop Computers & Printers
 - (ii) Checking fitment of internal and external hardware and heating of the system
 - (iii) Cleaning of Power distribution boards and operating power parameters.
 - (iv) Break down call shall be attended immediately as per SLA.
 - (v) Checking of input /output voltage of batteries
 - (vi) Corrective maintenance of Desktop Computers & Printers and their components 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 principal.

Article V SLA TIME MATRIX

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

Equipment	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification	Max. Response Time	Max. Rectification
SLA Desktop Computers & Printers	30 Minutes	2 Hours	1 Hour	3 Hours

5.2 If the IBA is not satisfied with the quality & level of services provided by the SERVICE PROVIDER the matter could be escalated to authorities mention in Escalation Matrix

SERVICE PROVIDER SUPPORT ESCALATION MATRIX		
Level-1		Karachi
First Escalation if the call is not resolved within "Standard Response Time"	Name	Arsalan Khan
	Phone	021-32270902-3
	Cell	0321-2410165
	Email	Arsalan.khan@nkc.com.pk
Level-2 Second Escalation if the call is not resolved by "Next Business Day"	Name	Muhammad Ali
	Phone	021—32270902-03
	Cell	0321-2410167
	Email	muhammad.ali@nkc.com.pk
Level-3 Third Escalation if the call is not attended even after above escalations	Name	Noman Khan
	Phone	021—32270902-03
	Cell	03212411726/03002213862
	Email	nkhan@nkc.com.pk

5.3 The time mentioned in above table shall not be counted as 'Down Time'. In case the SERVICE PROVIDER 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.

5.4 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 within three days.

5.5 Comprehensive Support Level agreement of Desktop Computers & Printers with part is required.

5.6 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 & Conditions of the agreement would remain same.

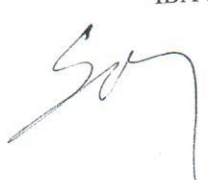


Article VI
FUTURE DEVELOPMENTS AND UPGRADES

- 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.

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 Parts will be replaced as per agreed terms of the contract.
- 9.3 Response time will be 4 hours via telephone, email or engineer visit.
- 9.4 Engineer's visit time will be 9:00am to 4:00pm during business hours.
- 9.5 Equipment pickup time will be 9:00am to 4:00pm.



Article X
SERVICE PROVIDER'S OUT OF SCOPE RESPONSIBILITIES

- 10.1 Burnt / damaged parts replacement.
- 10.2 In terms of damage SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and In terms of burnt report will share IBA within 02 working days.)
- 10.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article XI
SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 The Service Provider will be providing a centralized 7 DAYS 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
Operations & Maintenance (O&M) Support

The following shall be provided to IBA.

Number of Months	Service description
12 months	<p><u>7 days a week</u></p> <p>THE SERVICE PROVIDER will provide O&M support to IBA with its shared pool of resources On-Call basis.</p> <p>THE SERVICE PROVIDER will provide the mobile phone numbers of the concerned technical persons and escalation.</p> <p>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.</p> <p>During the O&M, SERVICE PROVIDER concerned personnel/ Help Desk Support System will update the logged call by IBA staff. In case the concerned engineer can not resolve the reported incident, the support system will automatically engage the next level of support.</p> <p>Support Levels Description:</p> <p>Level 1: THE SERVICE PROVIDER engineer will provide telephonic support for minor issues and general queries of IBA.</p> <p>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.</p> <p>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.</p> <p>Business critical issues will be analyzed by the concerned technical personnel and will be communicated to IBA through the Help Desk / Service Provider personnel.</p>

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: support@nkc.com.pk

Call at: 021-32270902-03 /0321-2410165

Non-Working Hours / Holidays:

Noman Khan
03212411726
nkhan@nkc.com.pk

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) User Name, Contact Numbers.
 - (b) Model and serial number of machine
 - (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 9 AM to 5 PM

Response Time

Response time to incidents reported would be as follows:

Severity Level	Response Time
Severity Level 1 (S1)	30 minutes
Severity Level 2 (S2)	1 hour
Severity Level 3 (S3)	2 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:

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 XIV
ARBITRATION

- 14.1 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 XV
FORCE MAJURE

- 15.1 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 XVI
RENEWAL

- 16.1 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.
- 16.2 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 & Conditions of the agreement would remain same.

Article XVII
TERMINATION

- 17.1 "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 XVIII
INDEMNITY

- 18.1 "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

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damage the reputation, quality or the standard of services provided by "IBA" and any person claiming through the IBA.

Article XIX
NOTICE

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

Article XX
INTEGRITY PACT

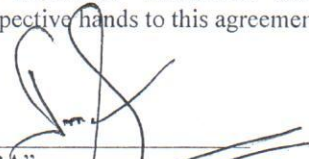
- 20.1 The intention not to obtain the procurement / work of any Contract, right, interest, privilege, or other obligation or benefit from the IBA or any administrative or financial offices thereof or any other department under the control of the IBA through any corrupt practice(s).
- 20.2 Without limiting 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.
- 20.3 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.
- 20.4 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 XXI
MISCELLANEOUS

- 21.1 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.
- 22.2 The validity of the contract will be effective from the date of issue of Work Order.
- 22.3 All terms and conditions of tender vide # IT/05/18-19 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.


"IBA"
NAME: Imran Batada

CNIC # _____


Address:
Director, ICT Institute of Business
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University Road, Karachi

1. 

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

CNIC # _____

Address: _____


M/S N.K.Computers
NAME: Noman Khan

CNIC # 42101-74101322-3

Address:
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2. Ansalan ulah Khan
M. A. Khan

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