

Q127351

Rs. 17,230/-



ZAIN-UL-ABEDIN STAMP VENDOR
 Licence # 116, Place Adjacent Suite # 44
 Ruby Centre, Talpur Road, Boulton Market, Karachi.

SR. NO. 16094 DATE 26 JUN 2019
 ISSUED TO WITH ADDRESS MR. M. IQBAL QURESHI ADVOCATE
 THROUGH WITH ADDRESS MR. L. No: 5103, High Court, Karachi
 PURPOSE KARACHI.
 VALUE RS. ATTACHED.
 STAMP VENDOR SIGNATURE
 FOR NOT RESPONSIBLE ANY FAKE DOCUMENTS

AGREEMENT SLA for Dell EMC Storage

THIS AGREEMENT is executed at KARACHI, on this day July... 24, 2019.

BETWEEN

The Institute of Business Administration, Karachi having its office at Main Campus, University Road, Karachi, through its authorized representative Mr. Imran Batada (Director ICT) hereinafter referred to as "IBA" (which expression is deemed to include its successors-in-interest and assign) of the FIRST PART.

AND

M/s New Horizon Computer, having its office at # F-8/2-A, KDA Scheme # 5, Block-7, Clifton, Karachi, hereinafter referred to as "SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its COO **Qaiser Sarwar**, holding CNIC No. 42501-7227598-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA of Dell EMC Storage vide tender # IT/29/18-19 for the SLA of Dell EMC Storage (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA of Dell EMC Storage" and "THE SERVICE PROVIDER" have offered to render all kind of SLA of Dell EMC Storage (including but not limited to the "SLA of Dell EMC Storage" of the proposed work up to the satisfaction & handing over the material(s) to the "IBA" having

WITNESSETH

"IBA" hereby offer to appoint "THE SERVICE PROVIDER" as their official for the specific purpose of "SLA of Dell EMC Storage" discussions in respect of the same with "IBA" before the determination of SLA of Dell EMC Storage to illustrate the schematic schedule work to suitable scale with any/all other relevant details for presentation to "IBA" for SLA of Dell EMC Storage. "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 Dell EMC Storage", 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 Dell EMC Storage 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 Dell EMC Storage.
- 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 Dell EMC Storage 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

2.6 This Agreement shall be in effect from July 24, 2019 for 01 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. Preventive maintenance, provisioning of extended warranties for Dell EMC Storage.
- (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) The scope of the project is to provide warranties of all IT equipment and components requested in BOQ.
- (h) Responsible to respond to events on urgent basis as per SLA mention in this SBD.
- (i) Responsible for handle level 3 technical support issues.
- (j) Responsible for minimum 1 year of Services.
- (k) Responsible to provide backup or replacement of any hardware with the same or higher Specification. IBA will not accept any low specification hardware. 
- (l) 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. 4,949,269.00 (inclusive of all taxes)** SLA of Dell EMC Storage vide tender # IT/29/18-19 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below; One Year EMC Premium Support Charges for EMC VNXe3200

		M/s. New Horizon Computer	
Item		Serial Number	QTY
1 x VNXE3200;2XSP DPE;25X2.5DS;25X1200GB 10K 2 x ONE 4 PORT 8GB FIBRE CHANNEL IO MODULE 1 x 2U DAE WITH 12 X 3.5 INCH DRIVE SLOTS 1 x 2U DAE WITH 25 X 2.5 INCH DRIVE SLOTS 1 x VNXE 3200 1.2TB 10K SAS 25X2.5 6 x VNXE 3200 200GB FAST VP EFD 25X2.5 9 x VNXE 3200 4TB NL SAS 12X3.5 1 x VNXE3200 FAST CACHE=IC 1 x VNXE3200 FAST VP=IC 1 x VNXE3200 BASE DUAL SP ECOSYS=IC 1 x VNXE3200 REMOTE PROTECTION=IC 34 x VNXE OE PER TB HI CAP FOR VNXE3200 3 x VNXE OE PER TB PERFOR FOR VNXE3200		CKM00162302153 & CKM00162302154	2
Warranty			
Warranty & Support (Entire equipment including options and accessories)	Replacement with equal or higher backup within 24 hours of reporting problem		
	1 years' comprehensive warranty including maintenance.		
	24x7 on-site support with 2 hrs. initial response time & 4 hrs. turnaround time		
	Spare parts with pre-failure warranty		
	24x7x4 Mission Critical Direct onsite engineering support		
	Transportation and labor inclusive		
	Fully backed by principal manufacturer. M/s New Horizon Computer must submit appropriate service agreement details / approval to guarantee required service level		
Total		Rs. 4,379,884.00	
SST		Rs. 569,385.00	
Total Amount		Rs. 4,949,269.00	

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

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 at the end of each quarter.

Article IV **ANNUAL SUPPORT & MAINTENANCE TERMS**

- 4.1 The Annual Support and Maintenance of the SLA for Dell EMC Storage shall include the following activities
- a. One (1) year maintenance support with parts, for Dell EMC Storage listed above.
 - b. M/s New Horizon Computer will be required to undertake Support and Maintenance for the SLA for Dell EMC Storage and related components as follows:
 - c. Quarterly onsite preventive maintenance service to keep the SLA for Dell EMC Storage in good working condition. The onsite preventive maintenance will include the following:
 - (i) Preventive Maintenance of Dell EMC Storage
 - (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 Dell EMC Storage and their components whenever called upon by the IBA.
 - (vii) Replacement of faulty equipment. Equipment will be provided 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.



<i>Equipment</i>	SLA Matrix for Prime Hours		SLA Matrix for Non-Prime Hours	
	Max. Response Time	Max. Rectification	Max. Response Time	Max. Rectification
SLA for Dell EMC Storage	30 Minutes	2 Hours	1 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 24 hours.

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 Dell EMC Storage with part is required.

5.5 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.

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.

	Amount	SST	Amount with SST
SLA Price for Second Year	—	—	—
SLA Price for Third Year	—	—	—

Article VII **DATA PROTECTION**

7.1 In addition to and notwithstanding any other right or obligation arising under this

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 SLA of Dell EMC Storage 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

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 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. 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 24 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 24/7/4 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 ESCALATION MATRIX

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

Escalation Matrix & Support Response

NEW HORIZON HELP-DESK CONTACT

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

INDIVIDUAL CONTACTS

S#	Contact/Person	Designation	Mobile	Email
1.	Bilal Jawaaid	Technical Consultant	0307-3335534	Bilal.jawaaid@newhorizonit.net
2.	Asif Zahoor	Senior Technical Consultant	0307-2224862	Asif.zahoor@newhorizonit.net
3.	Owais Baig	Senior Account Manager	0321-8535005	Owais.baig@newhorizonit.net
4.	Syed Kamran Ali	Head of Implementation	0300-8299393	kamran.ali@newhorizon-tech.com
5.	Noman Rasheed	Head of Sales	0300-2254516	noman.rasheed@newhorizon-tech.com

Article XII Follow-Up of support and service calls

The Service Provider will provide IBA with regular updates on the status of a problem for Lahore, Karachi & Islamabad. For any queries Client can contact

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 24x7 Basis.

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

Article XIII **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

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.

Article XVII
TERMINATION

- 17.1 "IBA" may terminate this agreement if the job is not executed according to the requirement at any time 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 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

- 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
Warranty & Support
(Entire Equipment Including Options and Accessories)

- 21.1 Replacement with equal or higher backup within 24 hours of reporting Problem.
- 21.2 1 years' comprehensive warranty including maintenance
- 21.3 24x7 on-site support with 2 hrs. initial response time & 4 hrs. Turnaround time.
- 21.4 Spare parts with pre-failure warranty.
- 21.5 24x7x4 Mission Critical Direct onsite engineering support
- 21.6 Transportation and labor inclusive
- 21.7 Fully backed by principal manufacturer. M/s New Horizon Computer must submit appropriate service agreement details / approval to guarantee required service level

Article XXII
SEVERABILITY

- 22.1 If any terms covenant or condition of this agreement shall be deemed invalid or unenforceable in a court of law or equity, the remainder of this agreement shall be valid & enforced to the fullest extent permitted by prevailing law.

Article XXIII
MISCELLANEOUS

- 23.1 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.
- 23.2 The validity of the contract will be effective from the date of issue of Work Order.
- 23.3 All terms and conditions of tender vide # IT/29/18-19 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
Administration Main Campus
University Road, Karachi

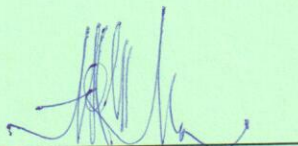


M/S New Horizon Computer
NAME: **Qaiser Sarwar**

CNIC # 42501-7227598-9

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

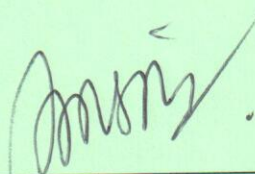
WITNESSES

1. 

"IBA" **M. SOHAIL KHAN**
M. Sohail Khan
Purchase & Stores
Institute of Business Administration
CNIC # Karachi-Pakistan

Address:

Sr. Manager Purchase & Stores
Institute of Business
Administration Main Campus
University Road, Karachi

2. 

M/s New Horizon Computer NAME:
NAME: **Owais Musfata Baig**

CNIC # 42201-4949495-3

Address:

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

