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16/1/2020

6850



**ANIL AKHTAR STAMP VENDOR**

Lic # 05, Shop # 04, New Ruby Centre,

Talpur Road, Boultan

Market, Karachi

Issue to with AddressMR MUHAMMAD YAQOOB

Through with AddressMR Advocate L.No.1459

Purpose .....

Value Rs.....Attached.....

Stamp Vendor's Signature .....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

01 NOV 2019

RUPE

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

16 JAN 2020

## **AGREEMENT** **SLA for Mobile Video Conference**

THIS AGREEMENT is executed at KARACHI, on this day January...01..., 2020

### **BETWEEN**

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

### **AND**

M/s Commtel, having its office at # C-37, Block-04, 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 CEO Mr. Asher Faisal Khan, holding CNIC No. 35202-1988624-3 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain SLA for Mobile Video Conference vide tender # IT/07/19-20 for the SLA for Mobile Video Conference (IBA requirement) discussions in respect of the same before the determination of scope of work will be held with "IBA" as "SLA for Mobile Video Conference" and "THE SERVICE PROVIDER" have offered to render all kind of SLA for Mobile Video Conference (including but not limited to the "SLA for Mobile Video Conference" 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 for Mobile Video Conference” discussions in respect of the same with “IBA” before the determination of SLA for Mobile Video Conference to illustrate the schematic design to suitable scale with any/all other relevant details for presentation to “IBA” for SLA for Mobile Video Conference. “THE SERVICE PROVIDER” hereby agree to the offer of the “IBA” in acceptance of the terms & conditions here in below forth.

**Article I:**  
**DUTIES & SCOPE OF SERVICES AND AGREEMENT**

- 1.1 “THE SERVICE PROVIDER” agrees to provide of SLA for Mobile Video Conference to “IBA” whenever and wherever form is required as per the terms & conditions of this Agreement.
- 1.2 “THE SERVICE PROVIDER” will coordinate their work with Sr. Manager IT, of the “IBA” who will assist “THE SERVICE PROVIDER” in supervision of proposed SLA for Mobile Video Conference.
- 1.3 “THE SERVICE PROVIDER” will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.4 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 for Mobile Video Conference 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 Payment would be made at the end of each quarter. Invoice / bill should be submitted to Purchase & Store Department.
- 2.4 Internet service provider will conduct a thorough survey of the site for the installation of internet connectivity. After completing this exercise &



collection of information, firm will submit a report including Fiber layout plan, resources deployment, tasks detail with timeline to complete the project.

- 2.5 Total 160Mbps CIR/ dedicated internet bandwidth with voice & video communication enabled license is required from competent authorities
- 2.6 All civil work e.g. Installation, excavating, digging (soft & hard), curing, tunneling, configuration and testing of the Fiber Optic Cable within the premises of IBA Karachi will be the responsibility of the Service Provider.

### **Article III** **WARRANTY**

3.1 The equipment/ hardware supplied by the Service Provider shall be brand new with OEM warranty and complete with all respects. The devices/ equipment delivered by the Service Provider must be compatible to the existing network connectivity.

3.2 Design of the network should have the scalability/flexibility to add any additional bandwidth in future.

### **Article IV** **REMUNERATION**

4.1 The cost offered by the SERVICE PROVIDER is Rs. 1,954,986.00 per year (inclusive of all taxes) SLA for Mobile Video Conference vide tender # IT/07/19-20 variation may occurred. The cost is inclusive of labor /transportation /supplies /etc. Details of items are appended below;

S. #	Product	Serial No.	Qty
1	<b>Multipoint Video Conferencing Equipment (3+1) Mobile Setup Cisco Telepresence SX20 Multipoint with 12X Camera</b>	FCZ1813F0B8, FCZ1814F0EV	2
	SX20 Quick Set HD Codec	FTT180901QC, FTT170300R4	
	Full HD 1080p Camera with 12X Zoom	AIAB62F00824, AIAB64F00942	
	Omni Directional Microphone	I309001081402, I309001084850	
	IR Remote	FIA148F01556, WOO180802D2	
	Cables and Accessories		
2	<b>Cisco Smartnet 8x5 NBD SX20</b>		2
	Software upgrades		
3	<b>Speakers for Audience</b> of 50-60	ESN578006847837, ESN578006846682	2
	Edifier Speaker 5.1 M1550		
	5 Speakers Wooden MDF subwoofer		
4	<b>Mobile Rack for Video conferencing</b>		2
	Metal Rack		
	Wooden Finishing		



	industrial Grade tires for Smooth Movement		
5	<b>Projector 5000 Lumens LCD Quality</b> Hitachi-CP-X502WN	F4CH02994,F4CH03001	2
6	<b>Software based Recording</b> Lifesize Softphone with Recording Recording for Presenter and Presentation at a Time		2
7	<b>Dell 3521 Laptop with 1 TB Hard disk</b>	CZK0QZ1, J0Y3QZ1	2
8	<b>Trained Resident Engineer</b> Resident Engineer (6 days a week 8hrs)		2

	Monthly Recurring Charges (MRC)
<b>Total</b>	Rs.144,173.00
<b>SST</b>	Rs.18,742.00
<b>Total Amount per Month</b>	Rs.162,915.00
<b>Grand Total Amount per Year</b>	Rs.1,954,986.00

4.2 A liquidity damages a the rate of 2% per month, of the total agreed payment as per Work Order, of the total cost will be imposed in case of delayed delivery services upto 10% of the total contract value. Services will be deemed completed in finished form as per specification and "THE SERVICE PROVIDER" have to deliver the required number of SLA for Mobile Video Conference to IBA.

4.3 Performance Security 5% of total amount of Work Order will be provided by "THE SERVICE PROVIDER".

4.4 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.

4.5 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

4.6 Payment would be made at the end of each quarter. Invoice / bill should be submitted to Purchase & Store Department.

#### Article V **ARBITRATION**

5.1 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 VI**  
**TERMINATION**

6.1 "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 VII**  
**INDEMNITY**

7.1 "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**

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

**Article IX**  
**SEVERABILITY**

9.1 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 X**  
**RENEWAL**

10.1 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. However, Terms & Conditions of the agreement would remain same.

**Article XI**  
**INTEGRITY PACT**

11.1 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).



- 11.2 Without limiting the generality of the forgoing the M/s Commтел, 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.
- 11.3 M/s Commтел, 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.
- 11.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s Commтел, agrees to indemnify the IBA for any loss or damage incurred by it on account of its corrupt business practice & further pay compensation to the IBA in any amount equivalent to the loss of any commission, gratification, bribe, gifts, kickback given by the M/s Commтел, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

## **Article XII**

### **ESCALATION MATRIX**

12.1 Customer need to call/email/Fax on provided contact details in first phase. He will further move forward to Level-2 in case of delay in response from Level-1.

12.2 For urgent support e-mails: Supprot@commтел.ae

Escalation Level	Contact Details	Department	Designation	Email	Contact Number
<b>Level - 1</b> (All Dept: Support)	Mujeeb Mirza	Support	SLA Coordinator	<a href="mailto:Mujeeb.mirza@commтел.ae">Mujeeb.mirza@commтел.ae</a>	0320-82393927
<b>Level - 1</b> (Video Conferencing & Telepresence & (Voice & Communication))	Muazam Ali	Video Conferencing & Telepresence	Team Lead- Telepresence	<a href="mailto:muazam.ali@commтел.ae">muazam.ali@commтел.ae</a>	0321-8230108
<b>Level - 2</b> (Information Security/Technical)	Hanif Ghazi	Sales	Sr. Account Manager	<a href="mailto:hanif.ghazi@commтел.ae">hanif.ghazi@commтел.ae</a>	343 2517616
<b>Level - 2</b> (Information Security/Technical)	Yaseen	Video Conferencing & Telepresence	Sr. Networking Engineer	<a href="mailto:muhammad.yaseen@commтел.ae">muhammad.yaseen@commтел.ae</a>	0321-8230278
<b>Level - 2</b> (Internet Protocol)	Ahsan Khan	Unified Communication Infrastructure	Manager	<a href="mailto:Ahsan.khan@commтел.ae">Ahsan.khan@commтел.ae</a>	0300-2342670
<b>Level - 3</b> (All Depart: Customer Services)	Abdul Rasheed	SLA	Account Manager	<a href="mailto:abdul.rasheed@commтел.ae">abdul.rasheed@commтел.ae</a>	0321-8230270



<b>Level - 3</b> (Video Conferencing &Telepresence&(Voice & Communication)	Saad Alam	Operations	Head of Operations	<a href="mailto:saad.alam@commtel.ae">saad.alam@commtel.ae</a>	0343-2517610
<b>Level - 3</b> (All Dept: Support)	Ahmer Faisal Khan	Security	CTO	<a href="mailto:Ahmar.khan@commtel.ae">Ahmar.khan@commtel.ae</a>	0321-8103116

### Article XIII MISCELLANEOUS

- 13.1 The terms and conditions of the AGREEMENT have been read over to the parties which they admit to be correct and abide by the same.
- 13.2 The validity of the contract will be effective from the date of issue of Work Order.
- 13.3 The validity of the contract will be effective from January 1<sup>st</sup>, 2020 to December 31<sup>st</sup>, 2020.
- 13.4 All terms and conditions of tender vide # IT/07/19-20 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

1. \_\_\_\_\_

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

Address: \_\_\_\_\_

For \_\_\_\_\_  
M/S CommTel  
NAME: Asher Faisal Khan

CNIC # 35202-1988624-3

Address:  
C-37, Block-04, Clifton,  
Karachi

2. \_\_\_\_\_

**SAAD ALAM**  
DIRECTOR SALES & OPERATIONS

CNIC# 425011464005-3

Address: C-37, BLOCK 4, CLIFTON KARACHI