



STAMP OFFICE CITY COURT KARACHI

Issued to M. Siddique  
 CNIC / LEG No. 62201-674629317  
 Vide D.S.P No. 2 DT 10.6.22  
 On behalf of Challan No. 60 DT 10.6.22  
 for the purpose of DT  
 Entry No. 2 DT 10.6.22

Rs. Ten Thousand Only

10 JUN 2022

*Eco Officer Vender*

**AGREEMENT****Provide & Install Endpoint Protection (Antivirus) Licenses**THIS AGREEMENT is executed at KARACHI, on this day July 29, 2022**BETWEEN**

**M/s. Institute of Business Administration, Karachi** through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors and assigns) of the FIRST PART.

**AND**

**M/s. Information Systems Associates Limited**, having its office on the 6<sup>th</sup> Floor, Illaco House, Abdullah Haroon Khan, Saddar, Karachi, hereinafter referred to as "THE SUPPLIER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assign), through its proprietor **Mr. Samiullah Bajwa**, holding CNIC No. 42301-3998463-7 on the SECOND PART.

**WHEREAS** "IBA" intends to obtain Provide & Install Endpoint Protection (Antivirus) Licenses vide tender # IT/28/21-22 up to the entire satisfaction & handing over the material(s) to the "IBA" having accepted the offer in a finished form complete in all respect.

**NOW IT IS HEREBY AGREED & DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**





# STAMP OFFICE CITY COURT KARACHI

Issued to M. P. Siddiqui  
 CNIC / LEG No. 12201-674563-7  
 Vide D.S.P No 2 DT 10-6-22  
 On behalf of Chalan No. 50 DT 10-6-22  
 for the purpose of CF  
 Entry No 2 DT 10-6-22

*Ex Officer Vindoo*

Rs. Ten Thousand Only

10 JUN 2022

## RECITALS

### WHEREAS:

- IBA is an educational Institute desirous of hiring the Services (defined below);
- The M/s Information Systems Associates Limited has represented that it has the requisite resources, necessary infrastructure, approvals and skills to provide the Services to IBA as detailed herein; and
- Based on the representation of the M/s. Information Systems Associates Limited, IBA has agreed to avail the Services from the M/s. Information Systems Associates Limited on the terms and conditions as set out in this Agreement.

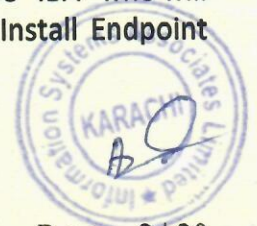
## WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of "Provide & Install Endpoint Protection (Antivirus) Licenses" vide tender # IT/28/21-22. "THE SUPPLIER" hereby agrees to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

### Article I:

#### SCOPE OF SUPPLY & SERVICES

- 1.1 "THE SERVICE PROVIDER" agrees to Provide & Install Endpoint Protection (Antivirus) Licenses 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 Manager IT, of the "IBA" who will assist "THE SERVICE PROVIDER" in supervision of proposed Provide & Install Endpoint Protection (Antivirus) Licenses.







### STAMP OFFICE CITY COURT KARACHI

Issued to M. Siddique  
 CNIC / LEG No. 112-1-6746683-7  
 Vide D.S.P No. 2 DT 10-6-22  
 On behalf of Chellan No. 50 DT 10-6-22  
 for the purpose of DT  
 Entry No. 2 DT 10-6-22

Rs. Ten Thousand Only

10 JUN 2022

*En Officer Vender*

- 1.3 This Agreement shall be in effect from \_\_\_\_\_, 2022 for 01 year subscription and subject to the SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 Bidder should provide training to at least two staff members of IBA for the proposed solution on principal aggregation Centre.
- 1.5 The bidder should be responsible for handling level 2 and 3 technical support issues.
- 1.6 Support from the Senior Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 1.7 "THE SERVICE PROVIDER" will visit the Purchase Offices located at Main Campus, University Road, Karachi as & when required with prior appointment.
- 1.8 All logistic charges will be borne by "THE SERVICE PROVIDER".

### Article II

#### SCOPE OF PROFESSIONAL SERVICES

Technical Requirements	
General Requirement	Leader in Gartner Magic Quadrant and Forrester Wave of endpoint security.
	Includes comprehensive web console-based administration for both on the cloud management server
	Have a hybrid deployment option
	Have streamlines centralized security management with a web or cloud console integrate with Active Directory in case of hybrid deployment as well
	Provides data retention for 30 days.
Threat Protection Requirement	Includes signature-based detection with behavior monitoring and machine learning
	provide machine learning on file and process
	Have technologies to detect, stop and restore encrypted files from ransomware
	Have ML-driven threat protection that's effective even without the regular updates



10 JUN 2022  
En Officer Vendee

	Provides pre-execution detection and blocking of new and evolving threats (advanced machine learning, sandboxing to detect malware hidden in custom packers, and suspicious file behavioral monitoring and blocking), and signature-based methods
	Have System Watcher/behavior analysis to protect against file-encrypting malware and roll back the changes made by malicious applications.
	Protect against CnC connections part of vendor threat intelligence or manually
	Have exploit prevention feature that denies attackers by blocking the exploit tools and techniques used to distribute malware, steal credentials, and escape detection
	Terminate memory resident virus processes
	Includes web protection to prevent access to malicious websites
	Includes host-based firewall
	Includes Intrusion Prevention System (IPS)/s that show CVE on each endpoint that is being protected
	Provides application control feature to implement blacklisting or whitelisting or lock-down
	Have data encryption
	Have mobile security
Data Leakage Prevention	Have data discovery capability on endpoints
	Protects against data leaks via USB drives and other channels based on specified sensitive content
	stop data leakage on Web and Email
	Protects data on keywords
	Protects data on expressions
	Protects data based on file type
	Support user justification option when violating the DLP policies
	Capability to block print-screen function





## STAMP OFFICE CITY COURT, KARACHI

Issued to M. JunaidCNIC/LEG No 42301-7258106-3Vide D.S.R. No: 22 DT. 5-4-22On behalf of Challan No. 225 DT. 5-5-22

for the purpose of \_\_\_\_\_

Entry No. 22 Dt 5-5-22

05 APR 2022

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05 APR 2022

Ex Officio Vendor

Device Control	restrict device access on endpoints by assigning rights to read, read/write, write and deny access to USB drives.
	Provides restrictions for the CD-ROM
	Provides restrictions for the Network Shares
Endpoint Detection & Response	Leader in Forrester Wave XDR Report
	Delivers powerful IT security operations hygiene and threat hunting for both IT admins and security analysts
	Provides monitoring and visualization of every investigative stage, fast access to data, premium threat discovery and efficient analysis
	Provides the ability to record and analyze endpoint behavior to identify Advanced Attack Techniques
	Provides IOC sweeping
	Provides Yara rule scanning
	Provides the ability to conduct root-cause analysis
	The proposed solution must map detections to MITRE ATT&CK
	Provides the ability to scan disk and registry
	isolate the endpoint
	Allows termination of malicious process
Server Security	Allows blocking of malicious file
	The proposed solution for the cloud must provide telemetry storage for a minimum of 30 days
	Provides a single platform for complete server protection over physical and virtual (server/desktop).
	Have at least 03 customers in Pakistan
	Have support for following OS Windows, Linux, AIX and Solaris
	Have support for Server 2003 and Server 2008
	Provides layered defence against advanced attacks and virtual defence layer against vulnerabilities on OS level and application level
	provide a virtual patch against WebSphere Application Server









**FARAZ AHMED STAMP VENDOR**  
Licence # 160, Shop # 58, SITE Marked  
Habib Bank Chowrangi, SITE Karachi  
S.No.....DATE.....  
ISSUED WITH ADDRESS.....  
THROUGH WITH ADDRESS.....  
PURPOSE.....  
VALUE RS.....  
ATTACHED.....  
STAMP VENDOR'S SIGNATURE.....  
*This Stamp Paper is not valid for Divorce & Free Will Purpose*

20 JUN 2022

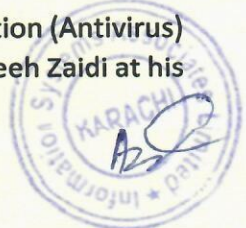
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184752

Waved Advocate  
Log. #4183

	detects when a software is installed or uninstalled on Unix
	detects files created by Oracle Bea WebLogic Server when modified
	provides lock-down ability (to block all new executable) if needed on Linux
	monitor critical operating system and application files, such as directories, registry keys and values, to detect and report malicious and unexpected changes in real-time
	Provides hypervisor integrity monitoring, extends security and compliance of virtualized systems to hypervisor
	provides information on the user and process associated with the launching of executable
	provides a way to block suspicious list of hashes on Linux
	list down the vulnerabilities being protected with relevant CVE and CVSS score
	provides a mechanism to block suspicious web traffic

- 2.1 “THE SERVICE PROVIDER” hereby agree and acknowledge for the periodic supervision of the supplies and to check the execution of Provide & Install Endpoint Protection (Antivirus) Licenses in accordance with the Description & Specification.
- 2.2 “THE SERVICE PROVIDER” hereby agree and acknowledge the acceptance of attending the meetings with the Head of Procurement “IBA” as & when required.
- 2.3 THE SERVICE PROVIDER must have right from the source and have NOC from concerned licensing authority in Pakistan.
- 2.4 “THE SERVICE PROVIDER”, will provide the Provide & Install Endpoint Protection (Antivirus) Licenses directly on official address of IBA, Karachi to Syed Muhammad Wajeesh Zaidi at his email address [smwzaidi@iba.edu.pk](mailto:smwzaidi@iba.edu.pk)





- 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 No pirated / forged / tampered material would be accepted. In later stage/ period, if found, the supplier would be penalized according to the prevailing rules of the country.
- 2.7 End to end deployment of the procured product.
- 2.8 The necessary service support should be provided by "THE SERVICE PROVIDER" during the agreement period.
- 2.9 SERVICE PROVIDER will ensure the following:
- 2.9.1 THE SERVICE PROVIDER will be responsible for the smooth functioning acquired software as per BOQ.
- 2.9.2 THE SERVICE PROVIDER should ensure Free software updates and upgrades during the licensing period.
- 2.9.3 THE SERVICE PROVIDER shall coordinate with OEM (Original Equipment Manufacturer) to support for configuration issues and hardware repair replacement.
- 2.9.4 THE SERVICE PROVIDER shall provide patches / upgrades of appliance during the contract period without any extra cost to IBA.
- 2.9.5 THE SERVICE PROVIDER shall provide onsite support.
- 2.9.6 THE SERVICE PROVIDER will also be responsible for Complete Installation, configuration.
- 2.9.7 This contract would be for 1 year subscription.

#### CALL LOGGING PROCEDURE

In case of any issue, call would be log to following email address / focal person

Email: [ndt@comstar.com.pk](mailto:ndt@comstar.com.pk)

Phone: +92 21 35637128

Support Manager: M. Saad Qaiser Cell: 0306-2379487

Account Manager: Azhar Mahmood Cell: 0331-2235326

#### Article III

##### REMUNERATION

- 3.1 The cost offered by the SUPPLIER is Rs. 9,870,000/- (inclusive of all taxes) Provide & Install Endpoint Protection (Antivirus) Licenses vide tender # IT/28/21-22 variation may occur. The cost is inclusive of labor/transportation/supplies/taxes/levies/custom duties etc. Details of items are appended below:

S.No.	Description	QTY	Unit Price	Total Amount
1	Advanced Endpoint Protection with Data Loss Prevention	1100	4,201.00	4,621,100.00
2	Extended Detection and Response	900	3,549.00	3,194,100.00
3	Advance Server Security for Physical, Virtual and Cloud Servers	20	45,965.66	919,313.20
<b>Total Amount</b>				8,734,513.20
<b>13% SST</b>				1,135,486.72
<b>Total Amount with All Taxes Included</b>				9,869,999.92

- 3.2 A liquidity damages @ 2% per month, of the total agreed payment as per Work Order, of the total cost, will be imposed in case of delayed delivery. "THE SERVICE PROVIDER" have to deliver the required number of Licenses ENDPOINT PROTECTION (Antivirus) to IBA.



- 3.3 Performance Security 5% of the 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 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**  
**PAYMENT TERM**

- 4.1 80% after successful deployment of acquired solution at IBA, Karachi.
- 4.2 20% remaining payment of the order value would be paid after three months from the signing of the final acceptance including training.

**Article V**  
**RENEWAL**

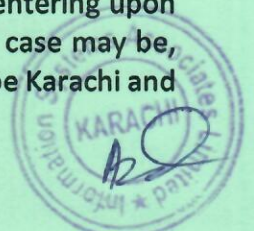
- 5.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

**Article VI**  
**FORCE MAJEURE**

- 6.1 Parties shall not be liable for any non-performance of any obligation under this Agreement caused by any cause which is beyond the affected Party's reasonable control, including Acts of God, insurrection of civil disorder, war or military operations, national or local emergency, acts or omissions of the local or national government (excluding any actions taken on account of breach of any legal obligation by the affected Party), or other competent authority, industrial disputes which are widespread, fire, lightning, explosion, flood, subsidence, electric shock and inclement weather ("Force Majeure").
- 6.2 Upon the happening of a Force Majeure event which continues for more than fourteen (14) Working Days, IBA may elect to terminate this Agreement with immediate effect or suspend the performance of this Agreement in whole or in part for the duration of the Force Majeure event. In the event of termination, the Parties shall settle all outstanding amounts owing to the other immediately prior to the occurrence of such Force Majeure event.
- 6.3 In the event that the Services or any part thereof is suspended on account of any Force Majeure event, no fees shall be payable pursuant to this Agreement for the Services or any part thereof throughout such event, but IBA shall continue to pay in accordance with Clause 3 for all outstanding amounts and all other charges billed for the Services preceding the effective date of suspension.

**Article VII**  
**ARBITRATION**

- 7.1 The Parties shall endeavour to settle all disputes arising out of this Agreement amicably, failing which such disputes shall be settled in accordance with the Arbitration Act, 1940 and the Rules made there under.
- 7.2 Any dispute arising under or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be submitted to two joint arbitrators, one to be appointed by each of the Party, and failing agreement between the arbitrators, to the decision of the umpire, to be appointed by the arbitrators before entering upon the reference. The award made by such arbitrators or the umpire, as the case may be, shall be final and binding on the Parties. The venue of the arbitration shall be Karachi and the arbitration proceedings shall be conducted in English Language.





#### **Article VIII**

##### **GOVERNING LAW AND JURISDICTION**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan. The courts of competent jurisdiction in Karachi, Pakistan are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

#### **Article IX**

##### **FUTURE DEVELOPMENTS AND UPGRADES**

- 9.1 THE SUPPLIER shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 9.2 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 X**

##### **NOTICE**

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

#### **Article XI**

##### **AMENDMENTS**

- 11.1 Any term of this Agreement may be amended or waived with the prior written consent of both Parties.

#### **Article XII**

##### **UNDERTAKINGS**

The "SERVICE PROVIDER" agrees and undertakes:

- 12.1 It shall supervise and direct the performance of Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Services in accordance with this Agreement. The "SERVICE PROVIDER" shall be solely responsible for the means, methods, techniques, sequences and procedures used and to see that the Services when completed or finished complies accurately with the terms of this Agreement;
- 12.2 It shall exercise all reasonable skill, care and diligence in the discharge of the Services agreed to be performed by it under this Agreement. If in the performance of the Services, the "SERVICE PROVIDER" has a discretion exercisable as between IBA and any third party concerned, the "SERVICE PROVIDER" shall exercise its discretion fairly;
- 12.3 it shall in all professional matters act as a faithful adviser to IBA;
- 12.4 In addition to the Services, the "SERVICE PROVIDER" will provide all the expert technical advice and skills which are normally required for the class of Services for which it is engaged. Where specialist technical advice or assistance is required, beyond that is anticipated under the scope of the Services, the "SERVICE PROVIDER" may with the prior written agreement of IBA, will arrange for the provision of such services at its own cost. However, the "SERVICE PROVIDER" shall retain full responsibility for all the Services which it is committed to render under this Agreement;
- 12.5 It shall give all notices and comply with all the laws and regulations applicable to furnishing and performance of the Services. IBA shall not be responsible for monitoring the "SERVICE PROVIDER" 's compliance with any laws or regulations;
- 12.6 equipment and materials, if any, that shall be furnished to the "SERVICE PROVIDER" by IBA or purchased by the "SERVICE PROVIDER" with funds wholly supplied or reimbursed by IBA shall be the property of IBA and shall be so marked. Upon completion or termination of the Services, the "SERVICE PROVIDER" shall furnish to IBA inventories of the equipment and materials referred to above as it then remains and disposes of same as directed by IBA;
- 12.7 that the Services will be carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable skill and care;
- 12.8 It will employ a such number of persons as may be required for carrying out and discharging obligations, duties and responsibilities and for providing adequate, effective and efficient Services. All such persons shall be directly employed by the "SERVICE PROVIDER", who shall as an employer be directly and solely responsible for all such





- employees and personnel and for the payment of their wages, salaries and other benefits;
- 12.9 It shall not publish descriptive articles, with or without illustrations, with respect to the Services either on its own account or in conjunction with any other party; and
- 12.10 The "SERVICE PROVIDER", its employees and sub-contractors (if any) shall respect the laws and customs of Pakistan.

### Article XIII

#### **WARRANTIES AND REPRESENTATIONS**

- 13.1 Both Parties warrant to each other that they have duly obtained all necessary consents and regulatory approvals from their respective competent authorities to enter into this Agreement.
- 13.2 Each Party represents and warrants to the other Party that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein, will violate or conflict with: (a) its constitutional documentation; (b) any material provision of any agreement or any other material restriction of any kind to which it is a party or by which it is bound; (c) any material statute, law, decree, regulation or order of any governmental authority; or any arrangement whereby it has not paid any collateral amounts to the other Party of any of its officer with regard to the award of contract hereunder or its performance.

### Article XIV

#### **SEVERABILITY**

- 14.1 If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

### Article XV

#### **INTEGRITY PACT**

- 15.1 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).
- 15.2 Without limiting the generality of the forgoing the M/s. Information Systems Associates Limited 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.
- 15.3 M/s. Information Systems Associates Limited 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 instruments, be stand void at the discretion of the IBA.
- 15.4 Notwithstanding any right and remedies exercised by the IBA in this regard, M/s. Information Systems Associates Limited 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. Information Systems Associates Limited, as aforesaid for the purpose of obtaining or inducing procurement/work/service or other obligation or benefit in whatsoever from the IBA.

*Provide & Install Endpoint Protection (Antivirus) Licenses vide tender # IT/28/21-22*



**Article XVI**  
**INTELLECTUAL PROPERTY**

- 16.1 The "SERVICE PROVIDER" agrees it shall not use any of IBA's names, logos, trademarks etc. without the express written consent of IBA. All rights in any software/database prepared by the "SERVICE PROVIDER" under this Agreement will vest in IBA.
- 16.2 Notwithstanding any provision in this Agreement, the "SERVICE PROVIDER" shall indemnify IBA and keep IBA fully and effectively indemnified on demand (and shall pay such sums to IBA as would indemnify and keep IBA indemnified) against any and all loss, damage, claims, demands, actions, costs (including legal/attorney fees), charges, expenses and liabilities of whatsoever nature incurred by IBA arising directly or indirectly out of or in connection with materials (including hardware, software, developments and deliverables) provided by the "SERVICE PROVIDER" to IBA pursuant to this Agreement containing material in respect of which any intellectual property rights or proprietary rights belong to any third party or any claim that the possession or use by IBA of the software, the software documentation and any other specification, information, goods, service or material produced or supplied by the "SERVICE PROVIDER" under or pursuant to this Agreement infringes at any time the intellectual property rights of any third party whosoever and howsoever arising ("Intellectual Property Infringement").
- 16.3 IBA shall in its discretion give the "SERVICE PROVIDER" conduct of the defence to any claim or action in respect of any Intellectual Property Infringement and shall not (unless IBA takes back the conduct of the defence, which it shall be permitted to do if it does not believe the "SERVICE PROVIDER" is conducting the same competently) at any time admit liability or otherwise attempt to settle the said claim or action subject to the "SERVICE PROVIDER" providing to IBA's reasonable satisfaction security for any costs or liabilities IBA may incur by reason of the "SERVICE PROVIDER" 's conduct of such defence.
- 16.4 In the event of any Intellectual Property Infringement the "SERVICE PROVIDER" shall at IBA's option procure for IBA the right to continue its use of such infringing items free of charge on the terms of this Agreement or forthwith make without charge to IBA such alterations, modification or adjustments to such infringing items (without reducing or adversely affecting the functionality or performance thereof) as shall be necessary and acceptable to IBA to make them non-infringing.

**Article XVII**  
**COMPLIANCE WITH LAWS**

- 17.1 The "SERVICE PROVIDER" shall comply with all applicable laws, ordinances, regulations, and codes concerning the "SERVICE PROVIDER" 's obligations as an employer with regard to the health, safety and payment of its employees, and identification and procurement of required permits, certificates, approvals, and inspections during the performance of this Agreement.

**Article XVIII**  
**RIGHTS TO AUDIT AND INSPECTION**

- 18.1 The "SERVICE PROVIDER" agrees, upon reasonable notice, to allow IBA, its auditors and/or regulators to inspect, examine and audit any operational and business records of the "SERVICE PROVIDER" which are directly relevant to the Services as set forth in this Agreement.

**Article XIX**  
**UNAUTHORIZED SOLICITATION OF EMPLOYEES**

- 19.1 During the term of this Agreement, neither Party shall without the prior written consent of the other Party solicit any person who at the commencement of this Agreement is a full-time employee of such Party or engaged by the third-party contractor providing services to such Party.

**Article XX**  
**NON-AGENCY**





- 20.1 In the conduct and performance of this Agreement, the Parties shall always be regarded as independent entities and not as partners, agents or employees of the other Party.

**Article XXI**

**ASSIGNMENT AND SUB-LETTING**

- 21.1 This Agreement is personal in nature and cannot be assigned by the "SERVICE PROVIDER" without prior written permission of IBA. IBA however, shall have the right to assign this Agreement to any third party without the consent of the "SERVICE PROVIDER".
- 21.2 The "SERVICE PROVIDER" shall have no right to sublet or outsource all or any part of this Agreement or its obligations, rights and interests hereunder, to any third party without the prior written approval of IBA.

**Article XXII**

**TIME OF ESSENCE**

- 22.1 The "SERVICE PROVIDER" understands that time is of essence of this Agreement, and it shall take all necessary steps to commence (and cause and ensure continuance of) the provision of the Services to IBA, immediately commencing from the date of signing of this Agreement.

**Article XXIII**

**WAIVER**

- 23.1 No waiver by either Party of any default by the other in the performance of any of the provisions of this Agreement shall be effective unless in writing duly executed by an authorized representative of the Party and no such waiver shall operate or be construed as a waiver of any other or further whether of alike or of a different character.

**Article XXIV**

**TERMINATION**

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

**Article XXV**


**MISCELLANEOUS**

- 25.1 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.
- 25.2 The validity of the contract will be effective from the date of issue of the Purchase Order and shall remain in full force for 3 (three) years unless terminated earlier by either Party.
- 25.3 All terms and conditions of tender vide # IT/28/21-22 will be an integral part of this agreement.





IN WITNESS WHEREOF both the parties hereto have set & subscribed their respective hands to this agreement at Karachi on the date mentioned above.

  
**Dr. Mohammad Asad Ilyas**  
Registrar  
Former Chairperson Accounting & Law Department  
Institute of Business Administration (IBA),  
Karachi, Pakistan

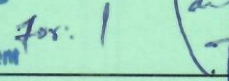
IBA, Karachi

Registrar

CNIC # 42301-4497722-9

Address:

Institute of Business Administration  
Main Campus, University Road, Karachi

  
M/s. Information Systems Associates Ltd.

**Samiullah Bajwa**

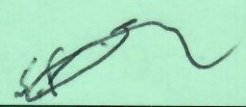
President & CEO

CNIC # 42301-3998463-7

Address:

6th Floor, Illaco House, Abdullah Haroon  
Khan, Saddar, Karachi

**WITNESS:**

1. 

IBA, Karachi

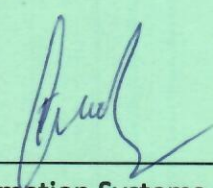
Syed Fahad Jawed

Head of Procurement

CNIC # 42201-9125136-6

Address:

Institute of Business Administration  
Main Campus, University Road, Karachi

2. 

M/s. Information Systems Associates Ltd.

Faisal Zaheer

Regional Sales Manager

CNIC # 42101-3998379-9

Address:

6th Floor, Illaco House, Abdullah Haroon  
Khan, Saddar, Karachi

Focal Person IBA Mr. Mansoor Ali