

Service Agreement

Between RAAS Technologies

AND

IBA Karachi



THIS SERVICE AGREEMENT is made at \_\_\_\_\_ on this 06 day of June, 2016  
(hereinafter referred to as the "Agreement")

Between

Institute of Business Administration, Karachi of Karachi, Pakistan (hereinafter referred to as the "Procuring agency") which expression shall be deemed to mean and include its successors-in-interest and assigns) of the One Part

AND

Raas Technologies of Karachi, Pakistan (hereinafter referred to as the "Supplier") which expression shall be deemed to mean and include its successors-in-interest and assigns) of the Other Part:

(The Procuring agency and the Supplier are hereinafter collectively and jointly referred to as the "Parties" and individually as the "Party".)

WHEREAS:

- A. The Procuring agency invited bids for certain goods and ancillary services, viz., [Digitalization of IBA Records] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [PKR. 4.0/- Per Page exclusive of taxes] (hereinafter called the "Contract Price"). No of pages (50,000 x 4 =200,000/- )

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the Parties hereto as follows:

## 1. INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context shall otherwise require:

"Agreement" means this service agreement;

"Business Day" means a day on which the banks are open in Pakistan for business;

"Contract Price" means a sum of [PKR. 4.0/- Per Page exclusive of taxes] for the supply of goods and services by the Supplier; (no of pages 50,000x4=200,000/-)

"Confidential Information" shall have the same meaning as ascribed in Clause No. 8 of this Agreement;

"Pak Rupees" or "PKR" means Pakistani Rupees, being the lawful currency of Pakistan;

*[Signature]*  
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30 MAY 2016

30 MAY 2016

30 MAY 2016

OFFICE SUPERINTENDENT  
Sitting Office City Court  
Karachi  
20-5-16



"Project" shall have the same meaning as ascribed thereto in Schedule 'A' of this Agreement;

"Services" mean the supply of goods and services in relation to the digitalization of the Procuring Agency's records, more particularly stated in Schedule 'B' of this Agreement.

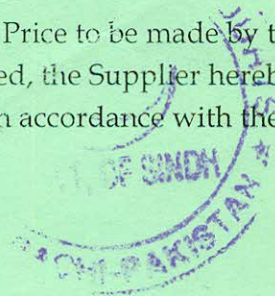
## 1.2 General

In this Agreement, unless the context shall otherwise require:

- a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation under, that legislative provision;
- b) Words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.;
- c) the singular includes the plural and vice versa;
- d) a reference to an individual or person includes a company, firm, entity association of persons, trust, authority or government and vice versa;
- e) a reference to a recital, article, schedule or annex is to a recital, article, schedule or annex of or to this Agreement;
- f) a recital, schedule or annexure forms integral part of this Agreement;
- g) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, innovated, restated or replaced from time to time;
- h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning; and;
- i) a reference to a matter being 'to the knowledge' of a person means that the matter is to the best of the knowledge and belief of that person after making reasonable enquiries in the circumstances.

## 2. SCOPE OF SERVICE

2.1 In consideration of the Contract Price to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the Services in accordance with the provisions of the Contract.



*Mr. Abdul Wahab S.*  
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2.2 The Procuring agency hereby covenants to pay the Supplier the Contract Price or such other sum as may become payable under the provisions of this Agreement at such times and in such manner as prescribed by the Procuring agency.

2.3 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) the Bid Form and the Price Schedule submitted by the Bidder;
- b) the Schedule of Requirements;
- c) the Technical Specifications;
- d) the General Conditions of Contract;
- e) the Special Conditions of Contract; and
- f) the Procuring agency's Notification of Award.

### 3. Obligations of the Supplier

- a) The Supplier shall perform Services as an independent supplier in accordance with recognized international standards and existing laws and regulations.
- b) The Supplier shall carry out the Services with due diligence and efficiency and in conformity with standard practices of digitalization.
- c) The Supplier shall act at all times so as to protect the interests of the Procuring Agency.
- d) The Supplier shall furnish the Procuring Agency such information relating to the provision of Services as the Procuring Agency may from time to time request or require.
- e) Except with prior written approval of the Procuring Agency, the Supplier shall not assign or transfer its obligations and duties under this Agreement to any other person or party.
- f) The Supplier agrees that no proprietary and/or confidential information received by the Supplier from the Procuring Agency shall be disclosed to a third party or person unless the Supplier receives a written consent from the Procuring Agency to do so.



*Mr. Shahidullah*  
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4. **Obligations of the Procuring Agency**

The Procuring Agency shall provide to the Supplier all necessary data/ documents/ reports/ information that may be required by the Supplier for performing the Services.

5. **Termination**

5.1 **End of Services**

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed to the entire satisfaction of the Procuring Agency and remuneration for Services has been made to the Supplier.

5.2 **Termination by the Procuring Agency**

The Procuring Agency may by a written notice of thirty (30) days to the Supplier terminate this Agreement. All accounts/outstanding amounts (if any) between the Parties shall be settled not later than forty five (45) days of the date of such termination notice. Payment for Services already performed in accordance with the terms hereunder shall be made by the Procuring Agency.

6. **ASSIGNMENT**

The rights, benefits, interests and obligations arising hereunder and/or connected hereto shall not be assigned, transferred and/or novated by the Supplier to any other third party/person without the prior written approval of the Procuring Agency.

7. **INDEMNITY**

The Parties hereby agree to indemnify and keep indemnified each other against any and all actions, proceedings, liabilities, claims, losses and damages and in relation to or arising out of the transaction as contemplated herein which may be instituted against, suffered or incurred by either Party.

8. **CONFIDENTIALITY**

The Parties agree that for the purposes of this Agreement, all non-public information (whether orally disclosed, provided electronically, or provided in tangible form) disclosed by the Procuring Agency to the Supplier or its employees or agents regarding the information or business dealings, customers, associated companies/undertakings, operations, affairs, or products shall be Confidential Information.

The Supplier agrees that it has not been granted any right or licence, either express or implied, to use or re-distribute any of the Confidential Information except with prior consent of the Procuring Agency. The Supplier also disclaims all rights to all inventions,



*Handwritten signature and initials*  
AS



improvements, copyrightable works, designs, and derivatives (if any) related to the Confidential Information of the Procuring Agency.

The Supplier agrees not to use or disclosure to any unauthorized person or third party any Confidential Information relating to or received from the Procuring Agency whilst performing their Services in relation to this Agreement and the Supplier further agrees to:

- a. to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure;
- b. not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Procuring Agency;
- c. to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information;
- d. to ensure that all Confidential Information provided or created for the purposes of this Agreement, including any back-up records, are passed back to the Procuring Agency or destroyed as directed, once the Supplier has completed their Services in relation to this Agreement.

**9. ENTIRE AGREEMENT**

This Agreement (along with schedules and annexures attached herewith) together with any amendments or modifications thereof constitutes the entire agreement and understanding among the Parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

**10. ARBITRATION**

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act 1940 and rules made thereunder as existing from time to time. The place of arbitration shall be Karachi.

**11. GOVERNING LAWS AND JURISDICTION**

This Agreement and all related documents or agreements shall be governed by, interpreted and construed in accordance with the applicable and substantive laws of Pakistan.



*Mr. Abdullah*  
A



## 12. Forfeiture of Performance guarantee:

- a. In case the bidder is not able to execute the job in time or to the entire satisfaction of the IBA Karachi, the Chairman PC, IBA Karachi may allot the work to any other agency at any time. The difference between the rates agreed to between the Bidder and the third party, which would undertake such work shall be liable to be payable by the defaulting firm/bidder along with the penalty, if any, imposed by the Chairman PC of the IBA Karachi.
- b. In case of non-retrieval of documents/records/ images and the agency is not able to retrieve the same, it shall be treated as mistake.

In the above cases, the performance/Bank Guarantee submitted by the firm/bidder shall be liable to be forfeited in whole or part as per decision of the Chairman of the Procurement Committee, which shall be binding on the agency.

In case of any delay in supplying the desired output in digitization & archiving and software development, on the part of the agency, the following deductions shall be applicable :

- i. Penalty @ 2.5% per month delay shall be charged.
- ii. In case of delay beyond 02 months no payment shall be made.

The courts of competent jurisdiction at Karachi shall have exclusive jurisdiction to adjudicate on all suits/cases/claims/disputes and other matters arising out of or under this Agreement.

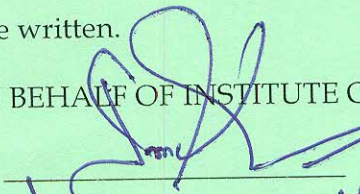
*Mr. Abdullah S.*  
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IN WITNESS whereof the Parties hereto have executed this Agreement on the day, month and year first above written.

FOR AND ON BEHALF OF INSTITUTE OF BUSINESS ADMINISTRATION

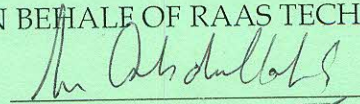
Signature: 

Name: Imran Batool

Designation: Director ICA

C.N.I.C: June 06 2016

FOR AND ON BEHALF OF RAAS TECHNOLOGIES

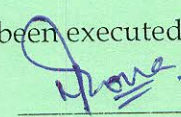
Signature:  6 June 2016.

Name: Mohd. Abdullah Samad

Designation: Manager Operations

C.N.I.C No.: 42201-4926656-7

This Agreement has been executed by the Parties in the presence of the following witnesses:

1. Signature: 

Name: Mona Naeem

C.N.I.C No.: 42101-6140616-0

2. Signature: 

Name: Syed Ali Naeem

C.N.I.C No.: 421011384309-1





SCHEDULE 'A'

Bill of Quantity / Specifications:

Details of Project

Introduction:

IBA, KARACHI is facing new challenges of preservation and management of old documents for longer period. IBA, KARACHI plans to digitize these records for proper up keep of these physical records in a systematic manner. This assignment includes scanning/quality enhancement/cropping of existing Record/digitization.

The documents would comprise approximately 50,000 pages & pictures and may be increased/decreased at the time of actual execution of the work.

The job is to be completed through scanning, converting to PDF format and indexing of records for fast and quick reference and retrieval.

Project Specification

Total number of pages	30,000 Pages Approximate
Total number of Pictures	20,000 Pictures Approximate
Paper Size	Minimum 3" x 4"
	Legal
Digitization Capacity (Estimated)	50,000 pages



*Mr. Abdul Wahid*  
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Software	None
Time period for project completion	30 Days after the issuance of Letter Of Award/Purchase Order.

**Implementation Process Plan**

Standard process comprising of following steps will apply for Digitization of Documents / images & Bidders must follow these proposed process plan.

**Step 1** Defining File name Convention

**Step 2** Preparation of Documents

Staples removal and stapling again would be the responsibility of vendor.

**Step 3** Scanning and indexing of documents for retrieval (Through Filename).

Documents will be scanned in Black & White 300dpi for Searchable PDF.

Pictures will be Scanned in 24 bit Color 300dpi for Smooth images

**Step 4** Physical Documents will be placed back to its Original files properly responsibility of bidder.

**Step 5** Processed data will be transferred to the server on weekly basis and will be available to IBA user.

*Mr. Abdul Wahid*  
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