

E-STAMP



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ID : PB-LHR-509F9CF4D035E2F2
 Type : Low Denomination
 Amount : Rs 100/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
 Applicant : Ebone Network Pvt Ltd [00000-00000000-0]
 Representative From : Ebone Network Pvt Ltd
 Agent : Ali Raza [35301-3982308-9]
 Address : Lahore
 Issue Date : 27-Nov-2023 2:01:25 PM
 Delisted On/Validity : 4-Dec-2023
 Amount in Words : One Hundred Rupees Only
 Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
 Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor

Licence No. (1656)

0322-7400363

126-G, Block N, Model Town, Ext. Lahore

3665

AGREEMENT

THIS Agreement (hereinafter called "Agreement") is made at University of Agriculture, Faisalabad, dated Monday, 27 November 2023.

BETWEEN

The University of Agriculture, Faisalabad through Treasurer, University of Agriculture, Faisalabad hereinafter referred to as the "UAF/Purchaser" (which expression shall where the context so permits, means and include the heirs, successors legal representative and assignees of the owner of the One part;

AND

M/s Ebone Network Private Limited, having NTN Sales Tax 3335915 PNTN 3335915-6 and having its registered office at Ascenso Suites # 26-27 Acclivity Tower Model Town Extension, M-Block International Market Lahore. (hereinafter referred to as the "ENPL/Service Provider" which expression wherever the context so permits shall include its successors-in-interest and permitted assigns).

UAF and ENPL collectively referred to as the Parties and singly as Party, where the context of this Agreement so requires.

Article 1. General

This Agreement/Contract shall be subject to the following: -

- i. All relevant Laws/Rules/Regulations/Notifications/Instructions/Directions of UAF and Government.
- ii. Any other Terms and Conditions imposed by the Government from time to time.
- iii. All terms and conditions of tender documents will remain intact during the contract.
- iv. The agreement shall be for a period of 01-year w.e.f. November 27, 2023
- v. The agreement may be extendable for a further one year by mutual consent after expiry of one year on satisfactory performance.

Article 2: Scope of Work

- I. Service provider shall perform its obligations in relation to provide bandwidth to UAF in accordance with the specifications, description as stipulated in the Scope of Work (attached as Schedule A) subject to the terms and conditions of this Agreement.
- II. Commencement of billing. ENPL/Service Provider will deliver written or electronic notice (a "connection notice) to UAF when service is installed/commenced, at which time billing will commence (Service Commencement Date) as per schedule A.



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Representative From : Ebone Network Pvt Ltd
Agent : Ali Raza [35301-3982308-9]
Address : Lahore
Issue Date : 27-Nov-2023 2:05:06 PM
Delisted On/Validity : 4-Dec-2023
Amount in Words : One Hundred Rupees Only
Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor

Licence No. (1656)

0322-7900003

126-G, Block N, Model Town, Ext. Lahore

3667

Article 3: Business Integrity

Service provider shall act in accordance with the applicable laws, regulations and provisions of this Agreement and shall:

- I. Ensure that the Services provided under this Agreement are in accordance with the terms and conditions of the Agreement;
- II. Perform in accordance with the highest standards of care and diligence normally practised in performing of the Services of a similar nature; and
- III. Conduct its business in an ethical manner.

Article 4: Payment/Charges to Service Provider

- I. In full consideration for provision of the Services, and of the fulfilment of other obligations under this Agreement, UAF shall, subject to the provisions of this Agreement, pay or cause to be paid to Service provider the charges in accordance with the rates stated in the Schedule "B".
- II. Provision of satisfactory Inspection Certificate as per Clause of Inspection.
- III. In consideration of the provision of service, UAF agrees to pay ENPL service charges as per Schedule B.
- IV. The charges/rates for the Services shall remain unchanged during the period of this Agreement.
- V. The charges/rates for the Services shall be inclusive of all taxes.
- VI. Invoices will be submitted on the Office of ITRCDB.
- VII. Taxes subjected to vary as per government policies.
- VIII. Billing mode: Postpaid quarterly

Article 5: Service Provider's Employees

- I. The workers and staff employed by Service provider for performance of its obligations under this Agreement shall be Service provider's employees for all intent and purposes and Service provider shall be responsible for their numbers, wages, terms and conditions of their employment and any other liability which may arise or accrue under applicable laws and regulations. Such workers shall not in any manner be considered as employees of UAF for any purpose whatsoever, and UAF shall not be liable towards them on any account whatsoever.





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Representative From : Ebone Network Pvt Ltd
Agent : Ali Raza [35301-3982308-9]
Address : Lahore
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Delisted On/Validity : 4-Dec-2023
Amount in Words : One Hundred Rupees Only
Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor
Licence No. (1656)
0322-1630000
126-G, Block N, Model Town, Est. Lahore
3668

- II. Service provider hereby agrees and undertakes to comply with all employment/labour laws and regulations as may be applicable on employment of Service provider's personnel, employees/staff performing duties with respect to this Agreement. If there is any default, contravention, differences, disputes or any matter arising or claims to arise relating to any right or benefit allowed or available to the employees/persons/personnel of Service provider, the same shall be claimed from and paid/allowed by Service provider who maintains the requisite records and register required in this regard.
- III. It is specifically agreed and understood that the relationship between UAF and Service provider is of purchaser and seller. Neither Service provider is an employee of UAF nor shall any of the servants, workers, personnel employed by Service provider in relation to this Agreement be deemed employee/workman of UAF for any purpose.
- IV. Service provider specifically undertakes that it shall not engage/hire/employ child labour while discharging its contractual duties hereunder. UAF shall have the right to inspect the premises of Service provider to ensure that Service provider is complying with the provisions of this clause.
- V. Service provider shall ensure that its employee(s) are not involved in any manner in any criminal offence or convicted or using or possessing drugs, non-prescribed medicines/substance. In order to ensure the above-stated, Service provider shall be responsible to maintain complete record of its employees including verification of references and following screening procedures before hiring/engaging its employees.
- VI. Without incurring any liability whatsoever, UAF shall have the right to direct Service provider to replace or substitute or remove immediately any of its employees, staff and personnel whose performance is unsatisfactory and/or he/she has violated the policies and procedures of UAF.

Article 6: Notice

- All notices to be given by any one party to the other under this Agreement shall be in writing in the English language and shall be made either by email, WhatsApp or letter addressed to party concerned at the address set out above (or at such other addresses as may be notified in writing by either party to the other from time).

Article 7: Equipment Ownership

- All the supplied equipment by ENPL/Service Provider at UAF will remain its property.





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Agent : Ali Raza [35301-3982308-9]

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Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor

License No. (1656)

0322-740603

126-G, Block N, Model Town, Ext. Lahore

3669

Article 8: Term & Termination

1. The University of Agriculture, Faisalabad (Purchaser), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the M/s ENPL, Lahore (Service Provider), may terminate this contract in whole or in part.

- (a) if the M/s ENPL/Service Provider, Lahore fails to deliver any or all of the Goods/services within the period (s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to specific terms of the contract; or
- (b) if the M/s ENPL/Service Provider, Lahore fails to perform any other obligation(s) under the Contract;
- (c) if the M/s ENPL/Service Provider, Lahore, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract for the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to this clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

Article 9 Security

- I. Performance Security: A sum of Rs.466,800/- (Rupees: Four Hundred Sixty Six Thousand Eight Hundred only) have been deposited by the firm in the shape of Deposit at Call Receipt No. 16570172 dated November 24, 2023 as performance security.
- II. Release: performance security deposited shall be released after three month from the date of expiry of agreement, subject to satisfactory execution of agreement.
- III. Forfeiture: Security shall be forfeited if; (a) the Firm fails to execute any provision of this agreement; and (b) complaints are received against the good(s)/service or in respect of any deficiency and confirmed after due enquiry by the committee comprising Chairman, Department of Computer Science, Network



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Representative From : Ebone Network Pvt Ltd
Agent : Ali Raza [35301-3982308-9]
Address : Lahore
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Delisted On/Validity : 4-Dec-2023
Amount in Words : One Hundred Rupees Only
Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor
Licence No. (1656)
0322-7400052

126-G, Block N, Model Town, Ext. Lahore

3670

Administrator and Director (DPIC) in which case the firm shall be given opportunity of being heard and of adducing evidence. The clients would then have a right to purchase the requisite material(s) from elsewhere without any notice and at the firm's cost.

Article 10 Termination for Insolvency

- I. The UAF/Purchaser may at any time terminate the contract by giving written notice to the ENPL/Service Provider if the ENPL/Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the ENPL/Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- II. The UAF/Purchaser, by written notice sent to the ENPL/Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination if for the Purchaser's convenience, the extent to which performance of the ENPL/Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.
- III. The Goods that are complete and ready for shipment within thirty (30) days after the ENPL/Service Provider's receipt of notice of termination shall be accepted by the UAF/Purchaser at the Contract terms and prices. For the remaining Goods, the UAF/Purchaser may elect:
 - (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the ENPL/Service Provider an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the ENPL/Service Provider.

Article 11: Ownership Rights

- I. Parties shall not use any trade names/marks, logos and other intellectual properties belonging to the Parties unless authorised specifically in writing by the Concerned Party. Further, Parties shall not disclose any information related to the arrangement made under this Agreement to any third party without prior written consent of the Concerned Party.
- II. All documents and information given to ENPL/Service provider by UAF shall remain absolute property of UAF.





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Representative From : Ebone Network Pvt Ltd
Agent : Ali Raza [35301-3982308-9]
Address : Lahore
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Amount in Words : One Hundred Rupees Only
Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
Vendor Information : Magsood Ahmad | PB-LHR-1656 | Model TownLahore

Magsood Ahmad Stamp Vendor
License No. 1656
0322-16002
3671
126-G, Block N, Model Town, Ext. Lahore

Article 12: Confidentiality (non-disclosure Agreement)

Each Party to this Agreement acknowledges and agrees that the confidential information received by it from the other Party shall be kept strictly confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the confidential information for the purpose of performing their respective obligations under this Agreement and such employees shall take appropriate steps to keep secrets all information provided to them. The obligations of the Parties under this article shall remain valid and in full force even after termination of this Agreement. For the purposes of this article the confidential information of UAF shall include but not limited to the information pertaining to the business and operations and information relating to UAFs of UAF.

Article 13: Force Majeure

- I. Notwithstanding the other provisions of the contract, the ENPL/Service Provider shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- II. For purposes of this clause, "Force Majeure" means an event beyond the control of the ENPL/Service Provider and not involving the ENPL/Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the UAF/Purchaser in its sovereign capacity, wars or revolutions, fires floods, epidemics, quarantine restrictions, and freight embargoes.
- III. If a Force Majeure situation arises, the ENPL/Service Provider shall promptly notify the UAF/Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the UAF/Purchaser in writing the ENPL/Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Article 14: Assignment

Neither Party shall be entitled to assign either in whole or in part any of its rights and obligations under this Agreement without the prior written consent of the other Party.



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Address : Lahore
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Reason : Agreement With University of Agriculture, Faisalabad Director (DPIC)
Vendor Information : Magsood Ahmad | PB-LHR-1656 | Model TownLahore

Magsood Ahmad Group Member
Licence No. (1656)
0322-3530139823
3672

Article 15: Compliance with Laws

- I. ENPL/Service provider and its employees and agents shall observe and abide by all applicable laws, rules and regulations including but not limited to those with respect to labour and insurance.
- II. ENPL/Service provider shall obtain and keep valid, at its own cost and expense and without delay such authorisations, approvals, permits, consents and licenses which are necessary for it to perform obligations under this Agreement.

Article 16: Waiver

A waiver on the part of UAF or ENPL/Service provider of any breach of any term, provision or condition of this Agreement shall not constitute a precedent nor bind either Party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of this Agreement. Any such waiver must be given in writing.

Article 17: UAF's Liability

- I. All obligations under this Agreement are only payable at and are sole responsibility of UAF subject to laws of Pakistan and no other affiliate or associated undertaking of UAF shall be responsible in any manner.
- II. Any notice, documents or other writing required by this Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or sent by telex or facsimile or e-mail and received by the addressee.

Article 18: Originals of Agreement

This Agreement has been made in two (2) counterparts and each is original and the Parties have taken one (1) each for their reference and record.



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Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor
Licence No. (1656)
0922-1656
126-G, Block N, Model Town, Ext. Lahore
3673

Article 19: Service Availability

ENPL shall provide 99% guaranteed uptime on the last mile in the case of optical fiber installed at core and regional sites. In the event that service levels fall below 99%, the compensation payable will be equivalent to total circuit's rental for time equal to the total downtime of the last mile. In the event that service levels fall below the percentage level, the following compensation shall be payable:

Sr. No.	Service Availability in Each Calendar Month Measured as a Percentage	Percentage of Monthly Recurring Charges
	99% or above	0%
	96% to 98.99%	5%
	90% to 95.99%	10%
	80% to 89.99%	15%
	60% to 79.99%	20%
	Below 59.99%	80%



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 Vendor Information : Maqsood Ahmad | PB-LHR-1656 | Model TownLahore

Maqsood Ahmad Stamp Vendor
 Licence No. (1656)
 0322-140002
 26-G, Block N, Model Town, Ext. Lahore
 3674

Schedule "A"

ENPL responsibility includes:

- The excavation, installation, and maintenance of fiber optic cables to the UAF data center shall be executed with precision and compliance.
- All excavation work and civil structures involved shall be dismantled and restored to their original condition in a meticulous manner.
- Ongoing maintenance and potential upgrades of routers and Customer Premises Equipment (CPE) will ensure uninterrupted bandwidth delivery.
- A backup device or router will be installed at the UAF data center to maintain continuous service availability.
- The service provider shall assume responsibility for the equipment throughout the contract duration to ensure its consistent functionality.
- Network Management Systems (NMS) will be provided to monitor and assess bandwidth utilization.
- In the event of an active device failure, the service provider commits to escalate and address the issue within a maximum of three hours.
- Should any damage or breakage occur to the fiber optic cable, the service provider pledges to restore services using an alternate fiber within 24 hours.
- If both fiber optic cables are simultaneously compromised, the service provider shall undertake the restoration of services within three days.
- The service provider, with the Director's (ITRCDB) approval, may handle any equipment or assets belonging to ENPL.

Schedule "B"

Rates/Charges

Pricing of above Services of 1000 Mbps @ Rs. 389,000/month Inclusive Tax



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Magsood Ahmad Stamp Vendor
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 0322-740002
 126-C, Block N, Model Town, Ext. Lahore
 3675

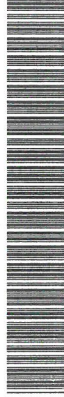
Schedule "C"**Escalation Matrix**

Level	Timeline	Personnel	Contact	Email
Level-1	Immediately	Corporate Helpline CSE	0300-8110718	Support@ebonet.com
Level-2	30 Minutes	Mr. Noman Asim Support Supervisor	0315-4002224	noman.asim@ebonet.com
Level-3	90 minutes	Mr. Ali Ahmad, RGM	0324-1111199	ali.rafiq@ebonet.com

*Any variation in the escalation matrix will be intimated accordingly



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Maqsood Ahmad Stamp Vendor



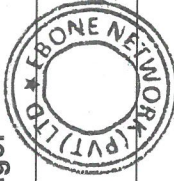
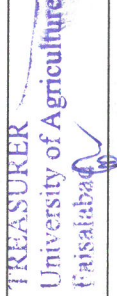


License No. 1656

022-353012

126-G, Block N, Model Town, Ext. Lahore

3676

IN WITNESS WHEREOF the Parties above named has executed this Agreement on the day month and year first above written.

 (Signatures)	 (Signatures)
For and on behalf of	For and on behalf of
Ebone Network Private Limited	UAF
Name: Ali Ahmad	Name: UMAR SAEED
Designation: General Manager	Designation: TREASURER
	
 (Signatures)	 (Signatures)
(Witness 1) For and on behalf of	For and on behalf of
Ebone Network Private Limited	UAF
Name: Muhammad Ibrahim	Name: DR. AHSAN RAZA SATTAR
Designation: Assist. Manager Sales	Designation: PRINCIPAL OFFICER (ITRCDB)