

NBP-1063-2405270004695017

GoS-KHI-EA089D19CE951171

Non-Judicial

Rs 8,306/-

Description : Contract - 15(a)
 Principal : Institute of Business Administration [27024407]
 Contractor : Glaxy Enterprises [42101-1540586-9]
 Applicant : Irfan Ahmed Khan [42101-1540586-9]
 Stamp Duty Paid by : Glaxy Enterprises [42101-1540586-9]
 Issue Date : 27-May-2024, 12:11:03 PM
 Paid Through Challan : 202445042F95A807
 Amount in Words : Eight Thousand Three Hundred and Six Rupees Only

Please Write Below This Line

AGREEMENT**SLA FOR PUMPS AT IBA MAIN CAMPUS**

THIS AGREEMENT is executed at KARACHI, on this day **June 01, 2024**

BETWEEN

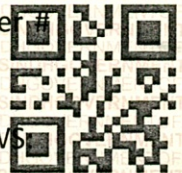
M/s Institute of Business Administration, Karachi through its Registrar, located at Main Campus, University Enclave, Karachi, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors, and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

AND

M/s Glaxy Enterprises, having its office at **A-293, Block-H, North Nazimabad, Karachi**, hereinafter referred to as "THE SERVICE PROVIDER" (which expression shall wherever the context so permits be deemed to include its legal representatives, executors, successor and assigns), through its proprietor **Mr. Irfan Ahmed Khan**, holding CNIC No. 42101-1540586-9 on the SECOND PART.

WHEREAS "IBA" intends to obtain SLA for Pumps at IBA, Main Campus vide Tender # Maint/05/23-24.

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



WITNESSETH

"IBA" hereby offer to appoint M/s Glaxy Enterprises as their official Services Provider for the specific purpose of "SLA for Pumps at IBA, Main Campus" in respect of the same with "IBA" before the determination of scope of services on suitable scale with any/all other relevant details for presentation to "IBA" for services of SLA for Pumps at IBA, Main Campus. "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 WORK & AGREEMENT

Service Level Agreement for Pumps installed at IBA Main Campus. Scope of work shall be including:

- 1.1 For monthly preventive maintenance of mentioned pumps, the service provider will physically inspect the pumps, motors, valves, and other associated parts/equipment. Cleaning, greasing, current monitoring of motors, check the seals of the pumps for any leakages. Vendor will submit the maintenance report on monthly basis.
- 1.2 The scope also covers the replacement of valves, cleaning of bores at MC-BH-ST and repairing of water & sewerage lines at any other location of MC if required.
- 1.3 In case of any breakdown or any other specific planned activity THE SERVICE PROVIDER will diagnose the problem and will submit a quotation for prior cost approval from IBA.

Note: THE SERVICE PROVIDER will depute 1xSkilled Technician **capable of repairing of waterlines (HDPE) upto 6-inches** & 1xHelper at site on permanent basis from 8am to 4pm (Monday to Saturday), however staff will be available on call to cater for the emergency. Material consumed in normal maintenance and repair work will be charged at actual subject to cost approval by IBA. Emergency breakdowns and repairs of pumps, water and sewerage lines will also be billed separately subject to prior cost approval by IBA.) OT hrs will be charged at actual for holidays, gazetted holidays and after office hours subject to approval by Sr. Manager O&M IBA Khi. Vendor will also pay OT to its staff.

Article IISCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER" hereby agree and acknowledge for the periodic supervision of the services and to check the execution of services in accordance with the Description & Specification vide Tender # Maint/05/23-24.
- 2.2 "THE SERVICE PROVIDER" hereby agree and acknowledge the acceptance of attending the meetings with the Sr. Manager Maintenance & Operations "IBA" as & when required.
- 2.3 THE SERVICE PROVIDER shall wherever and whenever or permits / applicable / suitable will deploy/detail/depute manpower with suitable qualification, experience and expertise to operate, maintenance and run the SLA for Pumps, at IBA Main Campus.
- 2.4 THE SERVICE PROVIDER is responsible for the safety of all its activities including protection of the life & environment on and off the site. Proper safety kept / harness will be applied by the service provider.
- 2.5 All staff must have CNIC and clearly mentioned to discourage work through child labor.



2.6 The Service Provider must provide character certificate of all workers.

2.7 Life Insurance / Security of worker will be the responsibility of the service provider.

2.8 The service provider shall be responsible for the safety of all its activities including protection of the life & environment on and off the site. IBA is no smoking zone. IBA will not be responsible for any mishap.

2.9 This Agreement includes SLA for Pumps at IBA Main Campus, discussions with "IBA" before the determination of scope of services with "IBA". The description/BOQ is appended below:

Main Water PUMP FIRE PUMP & S.T.P PUMP

S.No	Building Name	Pump Type	Make/Brand	Quantity	Capacity
Main Campus					
1	S.T.P PUMP	Ebara		2	3 HP
2	S.T.P	Air Blower Motor		2	5.5 kW
3	AMAN CED Building	FIRE PUMP ELECT	GRUNDFOS	1	11kW
4	Abdul Razzak Tabba Academic Center	FIRE PUMP ELECT	GRUNDFOS	1	11kW
5	Student Center	FIRE PUMP ELECT	GRUNDFOS	1	11kW
6	IBA New Boys Hostel	FIRE PUMP ELECT	GRUNDFOS	1	15kW
7	Masjid-Cricket Ground-STP	Submersible Pumps		3	5.5kW
8	MC Pump Room	Water Supply Pump	Lowara	2	4kW

Staff Town

S.No	Building Name	Pump Type	Make/Brand	Quantity	Capacity
1	Main Water Pumps	Water Supply Pump	Siemens	3	7.5 HP
2	IBA VFR	FIRE PUMP ELECT	GRUNDFOS	1	11kW

Boys Hostel

S.No	Building Name	Pump Type	Make/Brand	Quantity	Capacity
1	IBA New Boys Hostel	FIRE PUMP ELECT	GRUNDFOS	1	15KW
2	Canteen Side	Submersible Pumps		1	5.5kW

Article III REMUNERATION



3.1 The charges will be based on the following.

Item #	Description	Total Charges	
		Total Monthly Cost without SST Rs.	Total Annual Cost without SST Rs.
1-	SLA for Repair & Maintenance of Pumps and Repairing of Water & Sewerage Lines at IBA for Main Campus SLA for repair, maintenance and servicing of Water and Fire pumps installed at different locations of IBA Main Campus and Pump Rooms as mentioned above. Cleaning of Bores at MC-BH-ST, repairing of water & sewerage lines of Main Campus.	Rs.175,000	Rs.2,100,000.00
Total		Rs.175,000.00	Rs.2,100,000.00
SST		Rs.22,750.00	Rs.273,000.00
Total Amount		Rs.197,750.00	Rs.2,373,000.00

3.2 Liquidity damages 2% of the total amount will be imposed per month for which the SERVICE PROVIDER failed to deliver as per standard or in accordance to the entitlement / authorization within the delivery/execution period and maximum upto 10%.

3.3 Payment will be made after submission of invoice.

3.4 Performance Security 5% of total amount should be submitted in shape Pay Order before signing of Contract Agreement.

3.5 All Government taxes (including Income tax and stamp duties), levies and charges will be charged as per applicable rates / denomination.

3.6 Stamp duty 0.35% for Services against total annual value of Work will be levied accordingly.

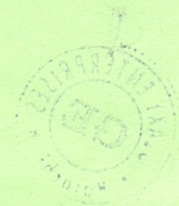
3.7 All rules, regulations and policies will be governed in accordance to the SPPRA & IBA PP&P.

3.8 IBA reserve the right to accept or reject any or all agreement(s) or terminate proceedings at any stage in accordance to the rules & regulations framed by SPPRA.

3.9 Material / Parts required for operation and maintenance shall be supplied by the service provider "only" after prior approval from IBA Maintenance Department. Cost of material shall be charge of prevailing market rate with 15% service charges.

Article IV ARBITRATION

4.1 In case of any dispute, difference or question which may at time arise between the parties hereto or any person claiming under them, touching or arising out in respect of this agreement or this subject matter thereof shall be referred to the arbitration and an Arbitrator will be appointed by mutual consent, whose decision and findings will be final and binding on both 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 V
TERMINATION

5.1 "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 VI
INDEMNITY

6.1 "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 VII
NOTICE

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

Article VIII
WARRANTY

8.1 No dispute rises regarding the replacement of faulty parts from THE SERVICES PROVIDER except consumable (Accessories are compatible with 3 months warranty) items under this agreement.

8.2 Warranty of consumable items must be minimum 3 months.

8.3 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 IBA, Karachi. IBA, Karachi will be required to provide an approval or purchase order within 15 days.

8.4 The Service Provider warrants that the Goods supplied under the services & contract should be new, unused, of desired models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Service Provider further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the IBA's specifications) or from any act or omission of the Service Provider, that may develop under normal use of the supplied Goods in the conditions prevailing on the site.

8.5 This warranty shall remain valid as per requirement of the services after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated accordingly.

8.6 If the Service Provider having been notified, fails to remedy the defect(s) within the period specified in the Contract, within a reasonable period, the IBA, Karachi may proceed to take such remedial action as may be necessary, at the Service Provider's risk and expense and without prejudice to any other rights which the IBA, Karachi may have against the Service Provider under the Contract.



Article IX
INTEGRITY PACT

- 9.1 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).
- 9.2 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 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.
- 9.3 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.
- 9.4 Notwithstanding any right and remedies exercised by the IBA in this regard, THE 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 X
RENEWAL

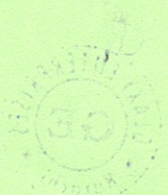
- 10.1 This Agreement shall be renewed with mutual consent & satisfactory performance upon completion of one year if the IBA, Karachi and the SERVICE PROVIDER agree so.

Article XI
SEVERABILITY

- 11.1 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 XII
MINIMUM WAGES

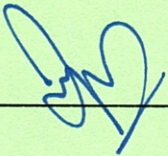
- 12.1 In compliance with Sindh minimum wages notification, list of O&M staff required mentioned in clause 5 must maintain minimum wages criteria. The service provider will be required to submit certificate that they are complying minimum wage instructions and IBA will be entitled to ask for monthly payroll sheet.




Article XIII
MISCELLANEOUS


- 13.1 Any addition & alteration(s) made in the contents as required which entail extra time & labor and material on part of the services, shall be charged separately/extra on 'Quantum Merit' basis before & on final services handed over to the "IBA". After FINAL WORKS if any alteration(s), arise charges will be paid on mutually agreed upon.
- 13.2 Service(s) will be handed over by the "IBA" or vet the cost with authentic stamp and signature. If any or suitable part(s), required to run the system and SERVICE PROVIDER should make the availability of the same with due approval of Senior Manager Operations & Maintenance on approved price/rate/cost. Bill/Invoice should be adjusted in monthly bill/invoice.
- 13.3 Competent Authority reserves the right to change / alter / remove any item or reduce / enhance quantity without assigning any reason.
- 13.4 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.
- 13.5 This agreement is effective from **June 01, 2024 up to May 31, 2025**

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

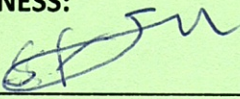


"IBA"
NAME: Dr. Muhammad Asad Ilyas
Dr. Muhammad Asad Ilyas
CNIC # 42301-4497702-9
Address: **Former Chairperson Accounting & Law Department**
Institute of Business Administration (IBA),
Registrar, Institute of Business
Administration Main Campus
University Road, Karachi

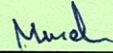


M/s Glaxy Enterprises
NAME: Irfan Ahmed Khan

CNIC # 42101-1540586-9
Address: A-157 Block-H
North Nazimabad Karachi

WITNESS:

1. 

Syed Fahad Jawed
CNIC # 42201-9125136-3
Address:
Associate Registrar Resource Optimization
Institute of Business
Administration Main Campus
University Road, Karachi

2. 

M/s Glaxy Enterprises
NAME: Mohammed Maraid
CNIC # 42101-9608750-9
Address: Nazimabad Posh
C-378 Orangi Road Karachi

Focal Person IBA
Mr. Rehan Husain