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Non-Judicial

Rs 11,874/-

Description : AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)
 First Party : Ms Institute of Business Administration Karachi [10000-0000000-0]
 Second Party : Ms Agrius IT Pvt Ltd [61101-1689436-7]
 Agent : M Fiaz Malik [37405-3920019-1]
 Stamp Duty Paid by : Ms Agrius IT Pvt Ltd [61101-1689436-7]
 Issue Date : 24-Jan-2024, 11:58:57 AM
 Paid Through Challan : 202433B/A1B0E8A1
 Amount in Words : Eleven Thousand Eight Hundred and Seventy Four Rupees Only

Please Write Below This Line

SERVICE LEVEL AGREEMENT

Annual Maintenance of Dell EMC Storage Service

THIS AGREEMENT is executed at KARACHI, on this day of January 10, 2024.

BETWEEN

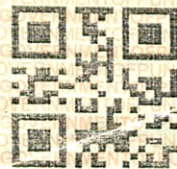
M/s. Institute of Business Administration, Karachi through its Registrar, located at **Main Campus, University Enclave, Karachi**, hereinafter called and referred to as "IBA" (which expression shall wherever the context so permits, be deemed to include its legal representatives, executors, successors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

AND

M/s. Agrius IT (Pvt.) Ltd., having its office on **Office # 505, Daiaa Trade Centre, Plot # 114, Block-3, Bahadur Yar Jang Housing Society, Karachi**, hereinafter referred to as **THE SERVICE PROVIDER** (which expression shall wherever the context so permits be

Annual Maintenance of Dell EMC Storage Service tender # IT/15/23-2.

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deemed to include its legal representatives, executors, successor and assign), through its proprietor Mr Wahib Shakeel, holding CNIC No. 61101-6448948-9 of the SECOND PART.

WHEREAS "IBA" intends to obtain the Annual Maintenance of Dell EMC Storage Service vide tender # IT/15/23-24 up to the entire satisfaction, having accepted the offer in a finished form complete in all respects.

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

WITNESSETH

"IBA" hereby offer to appoint "THE SUPPLIER" as their supplier for the specific purpose of the "Annual Maintenance of Dell EMC Storage Service" vide tender # IT/15/23-24. THE SERVICE PROVIDER hereby agree to the offer of the "IBA" in acceptance of the terms & conditions herein below forth.

Article I
DUTIES & SCOPE OF SERVICES AND AGREEMENT

- 1.1 THE SERVICE PROVIDER agrees to the Annual Maintenance of Dell EMC Storage Service 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 the Head of ICT, of the "IBA" who will assist THE SERVICE PROVIDER in the supervision of the proposed Annual Maintenance of Dell EMC Storage Service.
- 1.3 This Agreement shall be in effect from January 10, 2024, for a 1-year and subject to THE SERVICE PROVIDER inspection of the service to ensure that they are in working order.
- 1.4 THE SERVICE PROVIDER will visit the Procurement Department located at Main Campus, University Enclave, Karachi as & when required with a prior appointment.
- 1.5 All logistic charges will be borne by THE SERVICE PROVIDER.

Article II
SCOPE OF PROFESSIONAL SERVICES

- 2.1 THE SERVICE PROVIDER will be responsible for the smooth functioning of the already installed Equipment as per BOQ in Article III.

- 2.2 THE SERVICE PROVIDER must ensure that the equipment is fully operational and performing properly.
- 2.3 Support from the Senior Hardware Engineers shall be available from the company in solving and troubleshooting the problems if IBA Karachi needs any guidelines.
- 2.4 If the problem is not solved within the agreed timeframe according to the severity level, the Company shall provide a backup unit thereafter. THE SERVICE PROVIDER is also bound to arrange at least 10% of the hardware inventory as a backup in the company office.
- 2.5 The SERVICE PROVIDER shall be bound to monitor the maintenance and repair work and furnish a complete report to IBA authorities as per SLA every month or according to the requirement of the IBA authorities.
- 2.6 Maintenance contract shall be with parts services and labour.
- 2.7 Service of all the equipment shall be carried out. The service plan shall be discussed with IBA authorities before its execution. The plan is to be provided by IBA authorities.
- 2.8 All faulty parts are covered under this agreement and replaced with OEM/COMPATIBLE parts.
- 2.9 No dispute arises regarding the replacement of faulty parts from the company except consumable (Accessories are compatible with a 3-month warranty) items under this agreement.
- 2.10 THE SERVICE PROVIDER must provide backup units if the original equipment requires repair. If THE SERVICE PROVIDER fails to do so, a penalty of @2% of the total contract amount per day, until the backup unit is delivered to IBA or the original unit is returned to IBA after performing required maintenance/ replacement on the part or machine as a whole.
- 2.11 THE SERVICE PROVIDER hereby agrees and acknowledges the periodic supervision of the services & supplies and to check the execution in accordance with the description & specification.
- 2.12 THE SERVICE PROVIDER hereby agrees and acknowledges the acceptance of attending the meetings with the Head of Procurement "IBA" as & when required.

- 2.13 THE SERVICE PROVIDER hereby agrees to accept the variation, if it occurs, in the scope of professional services and works with mutual consent on acceptable cost/price/charges/amount inclusive of all taxes and levies.
- 2.14 All staff must have valid CNIC to discourage work through child labour.
- 2.15 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.
- 2.16 THE SERVICE PROVIDER must maintain a backup inventory of all items and components, covered under the SLA, up to a minimum of 10% of the total number of covered equipment.
- 2.17 Standard response time should be a maximum of 4 hours from the time the complaint is logged.
- 2.18 THE SERVICE PROVIDER must be prepared to provide any additional or value-added services, not specifically covered under the bid, at no additional cost to IBA.
- 2.19 THE SERVICE PROVIDER will be responsible for providing services and maintaining the hardware in working condition, as specified in the bid and the final agreement.
- 2.20 In case of repair/maintenance tasks taking more than two days, a standby/backup unit of equivalent or higher specifications will be provided by the vendor for every unit taken away for repair/maintenance.
- 2.21 The complaint must be attended to within a day of informing the problem.
- 2.22 SERVICE PROVIDER will ensure the following:
 - 2.22.1 Performance Goals:
 - a. 4 hours response time.
 - b. On-site support
 - c. Provide a backup unit if required.
 - 2.22.2 Performance Measures:
 - a. 90% of equipment repaired on site
 - b. Turnaround time for a repair Maximum of 2 days or provide a backup unit.
 - c. IBA can request other performance measures apart from the above which may be negotiated on a case-by-case basis.
 - 2.22.3 Maintenance check Schedules: once in three months.
 - 2.22.4 Physical inspection of complete equipment.

- 2.22.5 Performance tests and adjustments.
- 2.22.6 Performance engineering modification and changes, if recommended by IBA.
- 2.22.7 Responsible for the smooth functioning of already installed Hardware as per BOQ.
- 2.22.8 Equipment is fully operational performs properly and meets SBD's Requirements.
- 2.22.9 The scope of the project is to provide warranties for all IT equipment and components requested in BOQ.
- 2.22.10 Responsible for responding to events on an urgent basis.
- 2.22.11 Any value-added service bundled with no impact on the BOQ, or service level shall be acceptable.
- 2.22.12 Warranty of consumable items must be a minimum of 3 months (Adopter).
- 2.22.13 THE SERVICE PROVIDER must have a team of technically qualified staff on payroll for providing repair & maintenance services.
- 2.22.14 THE SERVICE PROVIDER bound to all defective items shall be replaced with the new and same brand.

**Article III
REMUNERATION**

- 3.1 The cost offered by THE SERVICE PROVIDER is Rs. 2,374,875/- (inclusive of all taxes) for the Annual Maintenance of Dell EMC Storage Service vide tender # IT/15/23-24 variation may occur. Details of items for Preventive Maintenance are appended below:

Description	Qty	Annual Rate per Equipment	Total Amount Annually
Hardware Maintenance Service & Support for Dell EMC Storage Full On-site Intervention Serial # CKM00162302153 & CKM00162302154 Model: EMC VNXe3200 Equipment: 1 x VNXE3200; 2XSP DPE; 25X2.5 DS; 25X1200GB 10K 2 x ONE 4 PORT 8GB Fibre Channel IO Module 1 x 2U DAE with 12" x 3.5" Drive Slots 1 x 2U DAE with 25" X 2.5" Drive Slots 1 x VNXE 3200 1.2TB 10K SAS 25X2.5 6 x VNXE 3200 200GB Fast VP EFD 25X2.5 9 x VNXE 3200 4TB NL SAS 12X3.5	2 Units	1,050,829.50	2,101,659.00

1 x VNXE3200 Fast CACHE=IC 1 x VNXE3200 Fast VP=IC 1 x VNXE3200 Base Dual SP Ecosys=IC 1 x VNXE3200 Remote Protection=IC 34 x VNXE OE per TB Hi Cap for VNXE3200 3 x VNXE OE per TB Perfor for VNXE3200			
		13% SST	273,216.00
		Grand Total Amount	2,374,875.00

- 3.2 25% of the total amount at the end of each quarter after completion of satisfactory services and works as per Bill of Quantity. All payments shall be released after the submission of the commercial invoice within 30 working days.
- 3.3 Liquidity damage @ 2% per month of the total agreed to pay as per the Purchase Order, of the total cost, will be imposed in case of delayed completion. THE SERVICE PROVIDER has to complete the required tasks as per the schedule.
- 3.4 Performance Security 5% of the total amount of the Purchase Order will be provided by THE SERVICE PROVIDER.
- 3.5 Stamp Duty @ 0.35% of the cost of transaction/work order will be deposited in the Government treasury by the SERVICE PROVIDER.
- 3.6 Tax(es)/Challan(s)/Levy(ies), if any or additional will be paid/borne by THE SERVICE PROVIDER as per SRO/Notification.

Article IV

ANNUAL SUPPORT & MAINTENANCE

- 4.1 The Annual Agreement of Annual Maintenance of Dell EMC Storage Service shall include the following activities:
 - 4.1.1 1 year of maintenance support with parts, for all the equipment listed in BoQ.
 - 4.1.2 The SERVICE PROVIDER undertakes the service and Maintenance of related components as follows:
 - a) Onsite service to keep the equipment in good working condition. The onsite service will include the following:
 - b) Service/Maintenance of equipment
 - c) Breakdown down calls shall be addressed immediately as per SLA.
 - d) Corrective maintenance of equipment whenever called upon by the IBA.
 - 4.1.3 The SERVICE PROVIDER will ensure that maintenance personnel are readily available as and when required by the IBA.
 - 4.1.4 Back-to-back support for items mentioned in the BOQ from the principal.

- 4.2 THE 'SERVICE PROVIDER' shall keep IBA promptly informed of any technological or regulatory changes affecting the Services.
- 4.3 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 V

DATA PROTECTION

- 5.1 In addition to and notwithstanding any other right or obligation arising under this Agreement the 'SERVICE PROVIDER' shall (and shall ensure that its sub-contractors shall) take all appropriate technical and organizational security measures to ensure that any or all Data is protected against loss, destruction and damage, and against unauthorized access, use, modification, disclosure or other misuses, and that only the SERVICE PROVIDER personnel designated for the purpose of Services have access to the Data.
- 5.2 The 'SERVICE PROVIDER' shall (and shall ensure that its employees, agents and subcontractors shall) in respect of the Data:
 - 5.2.1 comply with any request made or direction given by IBA in connection with the requirements of any Data Protection Laws; and not do or permit anything to be done which might jeopardize or contravene the terms of any registration, notification or authorization under the Data Protection Laws; and not process any Data (including personal or private information of personnel, IBA's or IBAs of IBA) as part of the Services unless it is acting on the express written instructions of IBA, and such Data shall be treated as Confidential Information of IBA for this Agreement; and
 - 5.2.2 use the Data only to fulfil its obligations under this Agreement and to comply with instructions of IBA from time to time in connection with the use of such Data, and not retain the Data for any longer than is necessary for these purposes; and
 - 5.2.3 not disclose the Data without the written authority of IBA (except to fulfil its obligations under this Agreement), and immediately notify such member where it becomes aware that a disclosure of Data may be required by law; and not transfer Data which has been obtained by or made available to the 'SERVICE PROVIDER' within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of IBA; and
 - 5.2.4 observe the provisions of, and comply with any request made or direction given by IBA in connection with, any Data Protection Laws; and
 - 5.2.5 take all reasonable steps to ensure the reliability of the personnel who will have access to any Data and ensure that any employee of the 'SERVICE PROVIDER' (or of any of the 'SERVICE PROVIDER's sub-

contractors) requiring access to any data gives a written undertaking not to access, use, disclose or retain the Data except in performing their duties of employment and is informed that failure to comply with this undertaking may be a criminal offence and may also lead the 'SERVICE PROVIDER' (or, as the case may be, sub-contractor) to take disciplinary action against the employee; and

- 5.2.6 consider all suggestions by IBA's personnel to ensure that the level of protection provided for the Data is in accordance with this Agreement and to make the changes suggested (at the 'SERVICE PROVIDER's cost) unless the 'SERVICE PROVIDER' can prove to IBA's reasonable satisfaction that they are not necessary or desirable to ensure ongoing compliance with this Clause.
- 5.2.7 Immediately notify IBA when it becomes aware of a breach of this Clause.
- 5.2.8 The 'SERVICE PROVIDER' acknowledges that any unauthorized access, destruction, alteration, addition or impediment to access or use of that Data when stored in any computer, or the publication or communication of any part or document by a person which has come to his knowledge or into his possession or custody by virtue of the performance of this Agreement (other than to a person to whom the 'SERVICE PROVIDER' is authorized to publish or disclose the fact or document) may be a criminal offence.

Article VII

ADD-ON EQUIPMENT

- 6.1 Any equipment or complete devices may be added to this Agreement at IBA's request at any time; however proportional charges for the specific equipment shall be added to the Agreement.

Article VII

SERVICE PROVIDER'S RESPONSIBILITIES

- 7.1 'THE SERVICE PROVIDER' will make all reasonable endeavours to provide the "Response Time" stated in the schedule and to perform the aforesaid Maintenance Support Services at IBA, Karachi. In case of unavoidable delays, all legitimate efforts will be made to reduce equipment downtime.
- 7.2 Parts will be replaced as per the agreed terms of the contract.
- 7.3 Response time will be 4 hours via telephone, email or engineer visit.
- 7.4 The equipment pickup time will be 9:00 AM to 4:00 PM.

Article VIII

SERVICE PROVIDER'S OUT-OF-SCOPE RESPONSIBILITIES

- 8.1 Burnt/damaged parts replacement.
- 8.2 In terms of damage, 'THE SERVICE PROVIDER's Engineer will inform IBA Staff at his premises and in terms of the burnt report will share IBA within 02 working days.

- 8.3 Burnt and damaged parts would be replaced after IBA's approval and charged separately.

Article IX

SERVICES / OBLIGATIONS OF THE SERVICE PROVIDER

- 9.1 The following section provides a detailed list of the Standard Services that are to be delivered to the Client under the terms of this Agreement.
- 9.2 It is hereby specifically agreed between the Parties that during the currency of this Agreement, and any renewal thereof, Service Provider shall be responsible for parts replacement and installation, of all or any parts (under warranty) of the Equipment which are or become defective, malfunction, or breaks down. The equipment will not be covered if there is any burning or physical damage which voids the manufacturer's warranty.
- 9.3 Under this agreement hardware under manufacturer warranty will be covered as mentioned in this agreement. Application software/ signature and OS update/upgrade or data backup as mentioned in BoQ are also covered.
- 9.4 Under this agreement any hardware that becomes faulty, will be replaced by a 'Service Provider' provided backup to operate the environment within the next business day whereas replacement of the faulty part will be provided in a later phase accordingly.
- 9.5 If '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 the Client. The client will be required to provide an approval or purchase order within 15 days.
- 9.6 The 'Service Provider' will provide a centralized 24/7 Service Desk facility to log calls for servicing with a dedicated resource for Client Calls. Kindly refer to the attached Call Logging procedure document which provides a detailed description of logging a call and its works.

Article XI

CALL LOGGING SYSTEM

- 11.1 To lodge a complaint CUSTOMER can contact 'The SERVICE PROVIDER's Support desk by phone or by email, once a complaint is logged.

Email: support@agrusit.com

Call at: 0306 8880444 Ext. —

Non-Working Hours / Holidays:

Name: Nashit Khalil

Number: +92 3068880444

Email: support@agrusit.com

- 11.2 Reporting Service Call While reporting a service call a user/manager must provide the following information to 'SERVICE PROVIDER's helpdesk to log a service call:
- (a) Username and contact Numbers.
 - (b) Model and the serial number of machines/devices.
 - (c) Brief description of the problem and symptoms.

(d) Ask for the Call Log "Ticket Number

- 11.3 Based on its expertise and knowledge The Service Provider has categorized all problems into 3 levels of problems i.e. Severity Level 1, Severity Level 2 and Severity Level 3 (level 3 being the least severe). Each Severity Level corresponds to a specific response time by a specific predefined resource/team. This response time varies as per the Escalation Level of that problem at that given time.
- 11.4 In case IBA informs the Service Provider of any problem regarding the network via helpline or by informing the related contact person (mobile number provided in escalation matrix) it is registered on The 'Service Provider' ticketing tool. This tool then keeps track of the problem and escalates it as per a predefined structure till it gets resolved. The tool also keeps a record of historical tickets.
- 11.5 The 'Service Provider support structure defines the problem escalation process based on global best practices as presented in the Problem Escalation Matrix (refer to the 'Problem Escalation' section). As per the severity level, each problem is escalated to the next level in case the support team at the previous level fails to resolve the problem within predefined timelines.

Article XII
ARBITRATION

- 12.1 In case of any dispute, difference or 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 hereof 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, of 1940 and the Substantive and procedural law of Pakistan. The venue shall be Karachi.

Article XIII
FORCE MAJURE

- 13.1 THE 'SERVICE PROVIDER' shall not be asked for the return of consideration amount, in part or full nor can be used in a court of law, when failure to provide services outlined in this Agreement is due to an event beyond the control of 'SERVICE PROVIDER' and which could not have been foreseen, prevented or avoided by a judicious person of able mind and body. These include, but are not restricted to, Acts of God, Acts of the public enemy (including arson and terrorist activities), Acts of Government(s), fires, floods, epidemics, strikes, freight embargoes and unusually severe weather.

Article XIV
RENEWAL

- 14.1 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.
- 14.2 Initial contract is for three years, which can be extended further based on the SERVICE PROVIDER's performance. However, the Terms & Conditions of the agreement would remain the same.

Article XV
TERMINATION

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

Article XVI
INDEMNITY

- 16.1 THE SERVICE PROVIDER in its capacity shall indemnify and keep IBA and any person claiming through IBA fully indemnified and harmless from and against all damages, costs 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 XVII
NOTICE

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

Article XVIII
PAYMENT TERM

- 18.1 25% of the total amount at the end of each quarter after completion of satisfactory services and works as per Bill of Quantity. All payments shall be released after the submission of the commercial invoice within 30 working days.

Article XIX
INTEGRITY PACT

- 19.1 Its intention is not to obtain the Provide & Supply 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).
- 19.2 Without limiting the generality of the forgoing the M/s Agrius IT (Pvt.) Ltd. 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 Provide & Supply or service contract or order or other obligations whatsoever from the IBA, except that which has been expressly declared pursuant hereto.

- 19.3 M/s Agrius IT (Pvt.) Ltd. 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 the 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, stand void at the discretion of the IBA.
- 19.4 Notwithstanding any right and remedies exercised by the IBA in this regard, Bidder 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 company/firm/supplier/agency/bidder as aforesaid to obtain or induce Provide & Supply/work/service or other obligation or benefit in whatsoever from the IBA.

Article XX

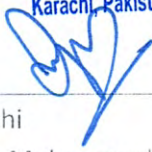
MISCELLANEOUS

- 20.1 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.
- 20.2 The validity of the contract will be effective for 1 year from January 10, 2024.
- 20.3 All terms and conditions of Tender vide # IT/15/23-24 will be an integral part of this agreement and can't be revoked.

Dr Mohammad Asad Ilyas


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

Registrar
Former Chairperson Accounting & Law Department
Institute of Business Administration (IBA),
Karachi, Pakistan



IBA, Karachi
Name: Dr. Muhammad Asad Ilyas
Registrar
CNIC # _____


Address:
Institute of Business Administration
Main Campus, University Road, Karachi


M/s. Agrius IT (Pvt.) Ltd.
Name: Wahib Shakil
Designation: Account Manager
CNIC # 61101-6448948-9




Address:
Office # 505, Balad Trade Centre, Plot #
114, Block-3, Bahadur Yar Jang Housing
Society, Karachi

WITNESS:

1. 
IBA, Karachi
Name: Syed Fahad Jawed
Head of Procurement
CNIC # 42201-9125135-3

Address:
Institute of Business Administration
Main Campus, University Road, Karachi

2. 
M/s. Agrius IT (Pvt.) Ltd.
Name: Hamza Shakeel
Designation: Finance Specialist
CNIC # 61101-1689436-7



Address:
Office # 505, Balad Trade Centre, Plot #
114, Block-3, Bahadur Yar Jang Housing
Society, Karachi

Focal Person IBA Mansoor Ali