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Amount : Rs 200/-



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Description : CERTIFICATE OR OTHER DOCUMENT - 19
Applicant : Ben Pak [33100-6870137-9]
Representative From : Muhammad Nawaz Asghar
Agent : Self
Address : Faisalabad
Issue Date : 5-Jul-2024 1:17:58 PM
Delisted On/Validity : 12-Jul-2024
Amount In Words : Two Hundred Rupees Only
Reason : In Favor of The University of Agriculture
Vendor Information : Muhammad Ashraf | PB-FSD-6 | ETO Office



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نوٹ: یہ آرٹیکل تاریخ اجراء سے سات دنوں ہی کے اندر قابل استعمال ہے۔ اس آرٹیکل کی تصدیق بذریعہ ویب سائٹ: www.ec.gov.pk یا ایس ایم ایس سے کی جا سکتی ہے۔
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NO. 4227/DPIC
Date: 18-01-2024

SERVICE LEVEL AGREEMENT

This Agreement for Service Level Agreement for Chiller Plants University Hostels Buildings in Main Campus, PARS, PBI, CAS, Sub Campus T. T Singh, Sub Campus Depalpur-Okara and Sub Campus Burewala, where required (herein after referred to as "CONTRACT") is executed at Faisalabad.

BETWEEN

The University of Agriculture, Faisalabad through Treasurer, University of Agriculture, Faisalabad hereinafter referred to as the "UNIVERSITY" (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 Ben-Pak, P-26, Haram Plaza, Ground Floor, Civic Center, West Cana Road, Faisalabad under Sales Tax No.2400366029310 and National Income Tax # 3660293-7 with phone No.0300-7252617 Email:nawaz1097@gmail.com through its Managing Director" (which expression shall, whenever the context so permits means and includes its successors in-interest and assigns) of the other part.

NOW, THEREFORE, THE PARTIES HAVE ENTERED INTO AN AGREEMENT ON THE TERMS AND CONDITIONS STATED HEREIN BELOW:

A. General

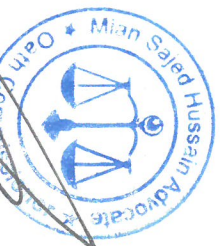
This Agreement/Contract shall be subject to the following:

- i. All relevant Laws / Rules / Regulations / Notifications / Instructions





Treasurer
University of Agriculture
Faisalabad


ATTESTED
Mian Sajid Hussain
Advocate High Court
Oath Commissioner
Faisalabad.

- / Directions of UAF and Government.
- ii. Any other Terms and Conditions imposed by the Government from time to time as well as tender (22/2024) documents.

B.

i) **Monthly cost per Chiller Plant**

Years	No. of Chiller Plants (approximately)	Monthly cost per Chiller Plant with GST/PST
1 st year	70 Nos.	Rs.8,797/-Each Chiller Unit (from March to October) Rs.2,000/-Each Chiller Unit (for rest of four months)
2 nd year	70 Nos.	Rs.9,997/-Each Chiller Unit (from March to October) Rs.2,000/-Each Chiller Unit (for rest of four months)
3 rd year	70 Nos.	Rs.10,987/-Each Chiller Unit (from March to October) Rs.2,000/-Each Chiller Unit (for rest of four months)

- ii)
- a) The Chief Hall Warden can add No of Chiller Plant at any time with written notification duly copy send to Treasurer & Director DPIC accordingly.

C.

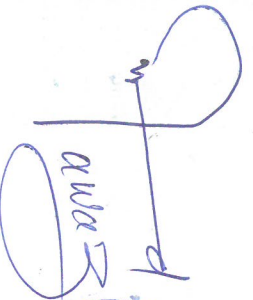

Duration

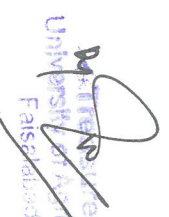
- i. The Service Level Agreement shall be for a period of 01 year w.e.f. 05-7-2024 to 04-7-2025
- ii. The Service Level Agreement may be extendable on satisfactory performance by the Chief Hall Warden for further two years.
- iii. The Agreement may be extended for six month by mutual consent after expiry of three year.

D.

Scope of Work

- i. The firm shall deliver:-
- The service engineer will be on site round the clock. The service engineer along with his team will check the Chiller Plants closely, hence their main job is to ensure that the Chiller Plants run trouble free and deliver quality


 Director
 University of Agriculture
 Faisalabad

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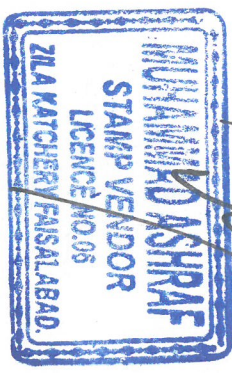
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ii. **Daily maintenance check of all the components of Chiller Plants to ensure**

the drinking water quality round the clock.

- iii. Biocide chemical treatment of each Chiller Plant for removing all types of bacteria in membrane to ensure bacterial/fungal free water.
 - iv. Weekly treatment of each Chiller Plant for cleanliness.
 - v. Following of the operation closely for preparation of log sheets as required and routing check of the process parameters on-site to ensure smooth operation.
 - vi. Periodic Calibration of system instruments to ensure proper functioning of the Chiller Plants and its components.
 - vii. The prices shall be valid for the period of contract. The bidder may be asked to replace any of such part, if the university found it necessary to replace the same for proper functioning of machine.
 - viii. Any complaint shall be entertained within one working day (for minor) and two working day (for major) period from the time of reporting the complaint.
 - ix. Ensure all health & safety regulations are followed and inform the client immediately about any irregularities.
 - x. Replacement of any component of Chiller Plant will be made by the company at its expiration or malfunctioning.
 - xi. The company will be responsible for every component of Chiller Plant and University will have to ensure the stable electric supply only at each Chiller Plant.
 - xii. Submission of the monthly testing reports of each Chiller Plant to the Office of the Chief Hall Warden.
- F. Payment**
- a. **Prerequisites:**
 - i. Provision of satisfactory Inspection Certificate as per clause of inspection.

Muhammad Nawaz Asghar



Muhammad Nawaz Asghar
Treasurer
University of Agriculture
Faisalabad



ATTESTED
Mian Sajid Hussain
Advocate High Court
Oath Commissioner
Faisalabad

- ii. Payment will be paid on monthly basis after completion of each month upon submission of bill/invoice by the firm and endorsed by the Chief Hall Warden, Principal Sub campus and end-user.
 - iii. Deduction of Income Tax (or production of an Exemption Certificate by the Firm from Income Tax Commissioner concerned.
 - iv. Provision of prescribed Sales Tax/PST Invoices showing the requisite amount of Sales Tax/PST and deduction as per rule.
- b. **Mode:**
- i. Deduction through University of Agriculture, Faisalabad, Pre-Audit Section.
 - ii. Through crossed Cheque issued by the Treasurer, UAF.

F. Inspection

- i. Authority: The technical committee constituted by the competent authority will make routine visits of Chiller Plants, and submit monthly inspection report to the Chief Hall Warden regarding firm/company's performance and operation of Chiller Plants.
- ii. Inspecting Officer: Committee constituted by the competent authority and Chief Hall Warden or his representative.
- iii. Place: At the respective hostel or any place at Main & PARS campus, CAS & PBI hostel of UAF and sub campuses of UAF.

G. Security

- i. Performance Security: A sum of RS. = 200000/- (Rupees Two hundred - thousand only) have been deposited by the Firm in the shape of Deposit at Call Receipt No. 2002837 dated 26/3/24 as performance security.
- ii. Release: performance security deposit shall be released after three month from the date of expiry of SLA, 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) or in respect of any deficiency and confirmed after due **enquiry by the committee comprising Chief Hall Warden, Director (DPIC) and Representative of Treasurer** 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.

H. Cancellation/Termination




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نوٹ: یہ وارنٹنگن تاریخ اجراء سات دنوں تک کے قابل استعمال ہے۔ اسٹیپ کی تصدیق بذریعہ ویب سائٹ کوڈز ایس ایس پی کی جانچنی ہے۔
The University reserves the right to terminate the contract and / or
forfeit the security without prior notice to the firm, if the firm:
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- i. Violates any condition of the Contract;
- ii. Fails to perform its contractual obligations and walkways;
- iii. Sublets the contract;
- iv. Provides unsatisfactory service.
- v. Shows non-responsive attitude.
- vi. Misbehave with any University employee

I. Settlement of Dispute

In case of difference of opinion or dispute on the interpretation and effect of this agreement or any action taken therein between UNIVERSITY and firm, the same shall be referred to the joint Committee Chief Hall Warden, Director (DPIC) being nominee of the UNIVERSITY and Representative of the firm for amicable solution. In case of non-settlement of dispute(s), the matter shall be referred to the Vice Chancellor of the UNIVERSITY as Arbitrator. The decision so taken by the Vice Chancellor/Arbitrator shall be final and binding upon both the parties.

Only the Courts at Faisalabad shall have exclusive jurisdiction to adjudicate upon any "lis" brought by either of the parties in relation to the instant Contract.

J. Termination for Default

- 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 firm/Supplier, may terminate this contract in whole or in part.
 - (a) if the firm 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 firm fails to perform any other obligation(s) under the Contract;
 - (c) if the firm in the judgment of the Purchaser, has engaged in

Handwritten signature in blue ink.



By Treasurer
University of Agriculture
Faisalabad

Handwritten signature and circular stamp of the District and Sessions Judge, District Court, Faisalabad.

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.

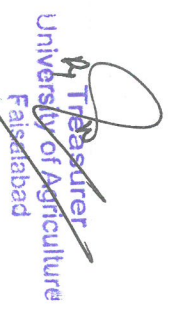
2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to this clause, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs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

K. Force Majeure

1. Notwithstanding the other provisions of the contract, the Supplier 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.

2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires




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floods, epidemics, quarantine restrictions, and freight embargoes.
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3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing the Supplier 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.

L. Termination for Insolvency

1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.
2. The Purchaser, by written notice sent to the Supplier, 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 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
3. The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the 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 Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

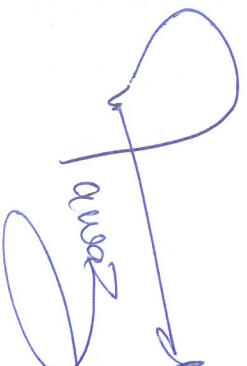

Trasferer
University of Agriculture
Faisalabad

ADVOCATE
Mian Sajid Hussain
Advocate High Court
Oath Commissioner
Faisalabad.

M. Material and Method

The M/s Ben-Pak, Faisalabad shall use the following material during agreement period: -

Sr. No.	Name and Specification
1.	Outdoor unit with fitting martial (Haier/Mitsubishi)
2.	Rotary Compressor (1.5 ton) (Danfoss)
3.	Cooling Coils 3/8" (22guage)
4.	Gas R-22 (Gentron) USA
5.	Electric Breaker (20/amp) Terasaki
6.	Thermostat China
7.	Pipe nipple 1x5 M, China
8.	Socket 1/2 ,3/4 China
9.	Handle Cock 1" (Faisal)
10.	Floating Switch (Faisal)
11.	Floating Valve 1/2, ¾ Faisal
12.	Water Taps, Faisal
13.	Fan for Motor, Local
14.	Capacitor 50 Uf (Fuji)
15.	Capacitor 3.5 Uf (Fuji)
16.	Copper Welding rod, Local
17.	Sluice Value ¼, China
18.	Sluice Value 1/2, China
19.	Outdoor unit with fitting charges
20.	Rotary Fitting Charges


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University of Agriculture
Faisalabad



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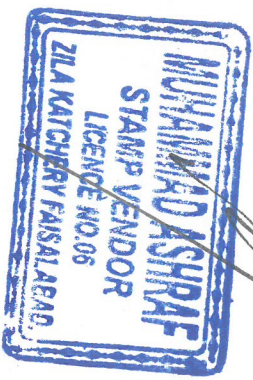


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21.	Cooling Coils fitting charges
22.	Gas fitting charges
23.	Floating Switch Fitting Charges
24.	Fan for motor fitting charges
25.	Capacitor 50 Uf Fitting Charges
26.	Thermostat fitting charges
27.	Service charges
28.	Eclectic breaker fitting
29.	Sodium Hypochlorite liquid bleach, Brand Hydronix, Made UK

For and On the behalf of
M/s Ben-Pak, Faisalabad
Faisalabad

MANAGING DIRECTOR



DIRECTOR

Naveed Asghar

For and On the behalf of
University of Agriculture,
Faisalabad

TREASURER

M. Ashraf
University of Agriculture
Faisalabad

DIRECTOR (DPIC)

M. Ashraf
Director
Procurement & Inventory Control
University of Agriculture
Faisalabad



ADVOCATE
Mian Sajid Hussain
Advocate High Court
Oath Commissioner
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