

F/D

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – I

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods**

- NAME OF THE ORGANIZATION/DEPTT: **NATIONAL ELECTRIC
POWER REGULATORY AUTHORITY (NEPRA)**
- FEDERAL / PROVINCIAL GOVT: **AUTONOMOUS**
- TITLE OF CONTRACT: **REPAIR, MAINTENANCE, SERVICE &
OVERHAULING CONTRACT OF HVAC SYSTEM INSTALLED AT NEPRA
OFFICE BUILDING ISLAMABAD.**
- TENDER NUMBER: **01/ 2022**
- BRIEF DESCRIPTION OF CONTRACT: **TO MAINTAIN THE HVAC SYSTEM
INSTALLED AT NEPRA TOWER**
- TENDER VALUE: **Rs. 6,616,800/-**
- ENGINEER'S ESTIMATE: **NA**
- ESTIMATED COMPLETION PERIOD: **31-07-2022**
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? **YES**
- ADVERTISEMENT:
 - (i) PPRA Website: **Yes (RECEIPT No. 161438)** 476506
 - (ii) News Papers: **Yes (Dawn & 92 News), 20.03.2022**

1 nepra 111122

4424

□ TENDER OPENED ON (DATE & TIME): **Technical 06.04.2022 Time: 12:30Hrs**
: **Financial 06.06.2022 Time: 14:30Hrs**

➤ NATURE OF PURCHASE: **Services Contract**

□ EXTENSION IN DUE DATE: **N A**

➤ NUMBER OF TENDER DOCUMENTS SOLD: **8**

➤ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES**

➤ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: **YES**

➤ WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)

e) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____

f) SINGLE STAGE - TWO-ENVELOPE PROCEDURE. _____

g) TWO STAGE BIDDING PROCEDURE. _____

h) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____

√

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e. EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.):

- WHO IS THE APPROVING AUTHORITY: **CHAIRMAN**

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING: **N/A**

➤ NUMBER OF BIDS RECEIVED: **02**

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: **YES**

➤ WHETHER INTEGRITY PACT WAS SIGNED: **N/A**

**PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)**

CONTRACT AWARD PROFORMA – II

**To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth**

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS:
- **02 Nos**
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(I.E. 1ST, 2ND, 3RD EVALUATED BID).
- 1ST **EMTISUN SOLUTIONS PVT. LTD.**

- NEED ANALYSIS (WHY THE PROCUREMENT WAS NECESSARY?):

**THE SERVICE CONTRACT WAS NECESSARY IN ORDER TO OPERATE &
MAINTENANCE THE HVAC SYSTEM INSTALLED AT NEPRA TOWER**

- IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (BRIEFLY DESCRIBE): **N/A**
- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS: **YES**
- DATE OF CONTRACT SIGNING: **29.07.2022**
- CONTRACT AWARD PRICE: **Rs. 6,616,800 /- (03 Years)**
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL

BIDDERS: **UPLOADED ON WEBSITE**

- ▣ ANY COMPLAINTS RECEIVED: **NO**
- ▣ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS:**NO**
- DEVIATION FROM QUALIFICATION CRITERIA: **NO**
- SPECIAL CONDITIONS: **NO**

National Electric Power Regulatory Authority
Islamic Republic of Pakistan



O&M Department

NEPRA Tower, Ataturk Avenue (East) G-5/1, Islamabad
Ph: +92-51-2013200, Fax: +92-51-9210215, +92-51-2600050
Web: www.nepra.org.pk, E-mail: Office@nepra.org.pk

P/O
F/E

Ref: NEPRA/O&M (HVAC)/ESPL/2022/

14th July 2016

M/s Emitsun Solutions Pvt. Ltd.
1st Floor Pristine Plaza, Main Service Road
New Gulzar-e-Quaid, Islamabad Expressway
Ph: 051-570 78 78

Subject: Repair, Maintenance, Service and Overhauling Contract of HVAC System at NEPRA Office Building, G-5/1, Islamabad

(Letter of Award)

Dear Sir,

Please refer to the final evaluation report of the subject tender hosted by National Electric Power Regulatory Authority (NEPRA) on PPRA and its website on 27.06.2022.

2. NEPRA (the Employer) has decided to award the Contract of "Repair, Maintenance, Service and Overhauling Contract of HVAC System" installed at NEPRA Office Building, G-5/1, Islamabad at the following lowest bid monthly rates (inclusive of all applicable taxes) quoted by your firm M/s Emitsun Solutions Pvt. Ltd. for the subject tender:

1 st Year (Rs.)	2 nd Year (Rs.)	3 rd Year (Rs.)
169,400/-	184,300/-	197,700/-

3. Within a period of fourteen (14) days after receipt of this Letter of Award, you are required to provide an irrevocable, without recourse, payable on demand bank guarantee, equivalent to 10% of the 3 years' average annual Contract amount (Rs. 220,560/-) as Performance Security issued by a Scheduled Pakistani Bank in favor of the Employer pursuant to clause 20 of section-I (instruction to bidders) of the tender documents. Failure to comply with this requirement shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security.

4. The subject contract will be executed according to the terms and conditions of the tender documents and, commenced from 01.08.2022.

5. Formal agreement between the Employer and your firm shall be executed on the format/specimen already provided in the bidding documents within seven (07) days from the date of furnishing of acceptable Performance Security, accordingly.

6. Please sign and affix stamp this Letter of Award and return a copy of the same as token of your acceptance.

Yours Sincerely,

Tufan Ahmed
Director (Administration)

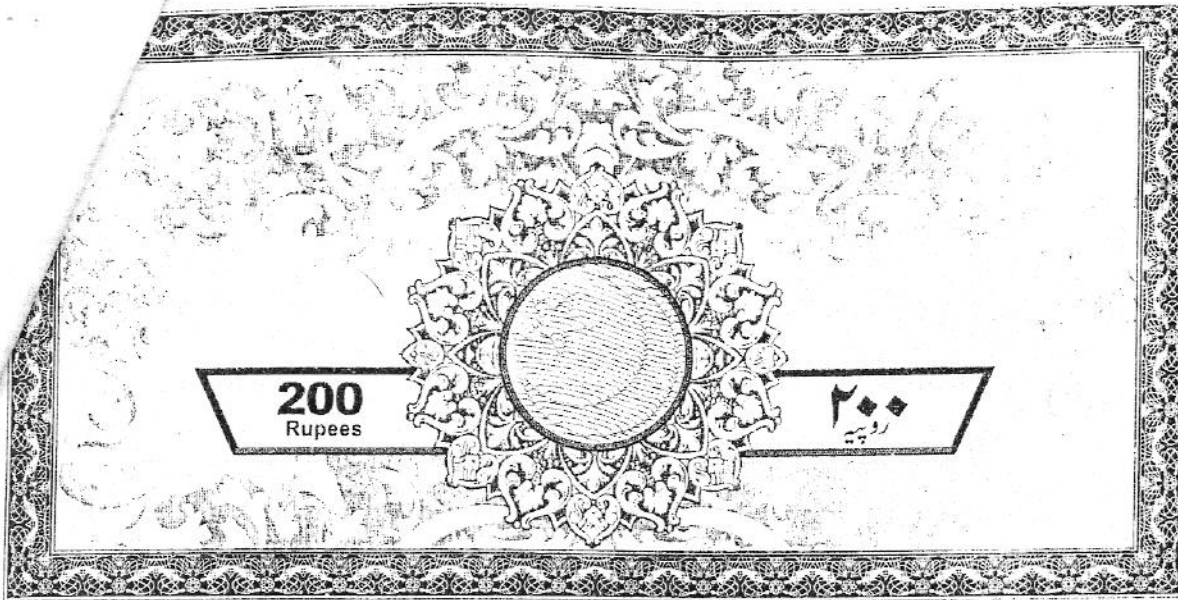
Accepted by M/s Emitsun Solutions Pvt. Ltd.
Authorized Signature

Name: Muhammad Bilal
Designation: CEO
CNIC: 32301-0919394
Date: 15/7/22



Copy for kind information:

- (i) DG (Admin./HR/CA)
- (ii) Director (Finance)
- (iii) PS to Chairman



Contract Agreement

This "Repair, Maintenance, Service and Overhauling Contract of HVAC System" AGREEMENT (hereinafter called the "Contract") is being made by and between **National Electric Power Regulatory Authority (NEPRA)** (hereinafter called the "Client" which expression wherever the context so admits or required shall be deemed to include their administrators, representatives, and permitted assignees) Ataturk Avenue (East), G-5/1, Islamabad, and **M/s Emitsun Solutions Pvt. Ltd.** (hereinafter called the "Contractor" which expression wherever the context so admits or required shall be deemed to include their executors, administrators, successors and permitted assignees), located at 1st Floor Pristine Plaza, Main Service Road, New Gulzar-e-Quaid, Islamabad Expressway.

WHEREAS the Client is desirous to award the Contract for "Repair, Maintenance, Service & Overhauling Works of HVAC System" (hereinafter called the "Services") installed at NEPRA Head Office Building, G-5/1, Islamabad to the Contractor after accepting the Bid of the Contractor being successful bidder.

WHEREAS, the Contractor has agreed to provide the HVAC Services on the terms and conditions set forth in the Bidding Documents and this Agreement. The monthly fee for rendering the works/services shall be as per matrix appended below:

1 st Year (Rs.)	2 nd Year (Rs.)	3 rd Year (Rs.)
169,400/-	184,300/-	197,700/-

The total value of this contract for three years is Rs. 6,616,800/- (Rupees six million six hundred sixteen thousand eight hundred only.)

NOW this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions mentioned in the Bidding Documents.
2. The following documents after incorporating addenda, if any, except those parts relating to Instructions to Bidders, shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) The Letter of Award;
 - (b) The completed Form of Bid;
 - (c) The Conditions of Contract;
 - (d) The priced Financial Proposal;

In consideration of the payments to be made by the Client to the Contractor the Contractor hereby covenants with the Client to provide the Services and to remedy any defects therein and maintaining the same in conformity in all respects, with the provisions of the Bidding Documents.

The Client hereby covenants to pay to the Contractor, in consideration of the Services provided as per provision of the Contract, this Agreement, the price or such other sum as may become payable under the provision of the Agreement at the time and in the manner prescribed by the Bidding Documents.

5. The effective date of this Contract shall be 01.08.2022. ✓

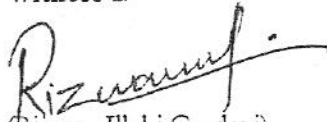
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the day, month and year first above written in accordance with their respective laws.

(Muhammad Bilal)
CEO

For & on Behalf of
M/s Emitsun Solutions Pvt. Ltd.

In the presence of:-

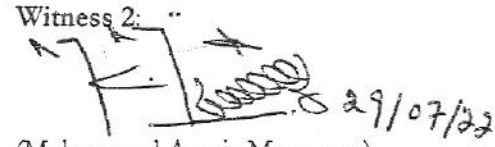
Witness 1:


(Rizwan Illahi Gardezi)
HVAC Technician
M/s Emitsun Solutions Pvt. Ltd.

(Tufail Ahmed)
Director (Administration)

For & on Behalf of
National Electric Power Regulatory Authority

Witness 2: "


(Muhammad Aamir Moawwez)
Assistant Director (O&M)
National Electric Power Regulatory Authority

Conditions of Contract

RECITALS

- A. WHEREAS National Electric Power Regulatory Authority (NEPRA) is desirous of engaging the services of the contractor for repair, maintenance, servicing and overhauling works of HVAC system installed at NEPRA head Office,
- B. AND WHEREAS the contractor warrants and represents that the contractor has necessary skills, knowledge, technical resources, personnel, experience and capability to perform the services for repair, maintenance, servicing and overhauling works of HVAC system installed at NEPRA head office in accordance with the best standards and practices of the industry and in terms of this Contract,
- C. AND WHEREAS the contractor has qualified through a bidding process and has agreed to such engagement to perform and carry out the required services in accordance with the terms and conditions hereinafter set forth,
- D. NOW THEREFORE, in consideration of the mutual covenants and agreements the Parties hereto, agree to the following terms and conditions:

ARTICLE 1: Definitions

In this Contract the following words and phrases shall have the meanings ascribed thereto hereunder:

"Client" shall mean NEPRA through Director (Operation & Maintenance).

"Contract" shall mean this contract for engaging the services of the contractor for maintenance, servicing and overhauling works of HVAC system installed at NEPRA head office.

"Day" shall mean a calendar day of twenty-four (24) hours measured from one preceding midnight to the succeeding midnight.

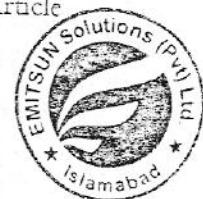
"Month" shall mean a calendar month according to Gregorian calendar beginning at 12:00 midnight on the last Day of the preceding month and ending at 12:00 midnight on the last Day of the month.

"Project" shall mean Repair, Maintenance, Service and Overhauling of HVAC System installed at NEPRA Head Office.

"Remuneration" shall mean any or all the amounts (as the context so admits) payable to or for the account of the contractor for the satisfactory and proper performance by the contractor of its obligations in accordance with the provisions of the contract.

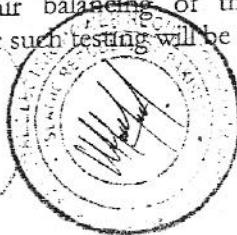
"Works" or "services" shall mean services to be performed by the contractor pursuant to Article 2 (Obligation of the Contractor/Scope of Work) of this contract.

"Year" shall mean 365 days of Gregorian calendar.



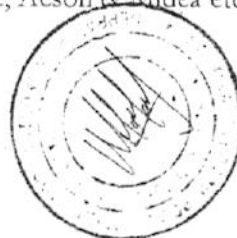
ARTICLE 2: Obligations of the Contractor/Scope of Work

- i. The contractor shall exercise all the necessary and reasonable skills, care and diligence in discharge of his duties under this agreement in a professional manner in accordance with the applicable standards and in good faith.
- ii. The contractor shall, after physical checkup of the client's store, recommend the critical spares along with their O&M part numbers to maintain the minimum inventory level which is required to be kept in stock for routine maintenance and servicing of the HVAC system for its smooth functioning.
- iii. All efforts should be made to repair old parts for re-use free of cost. The new parts should only be substituted when the old parts cannot be satisfactorily repaired & re-used.
- iv. The contractor shall maintain a register for each equipment/system and date wise record of servicing, maintenance & overhauling works being carried out by their staff. The contractor shall take confirmatory signatures from NEPRA's representative for satisfactory work done.
- v. The contractor will record/ watch coil sensor temperature (suction/ discharge) of all the rooms/ lobbies to ensure optimum performance of the respective equipment and ensure a pleasant environment inside the building.
- vi. The contractor shall submit a quarterly report, regarding the overall performance of the abovementioned equipment, to NEPRA's representative and pin point any action to be taken by the Client for improvement where required.
- vii. The contractor shall provide the CVs of their staff to be deputed for security clearance and formal interview by the client for necessary approval. Upon approval/clearance, the staff shall be detailed and no change be made without prior approval of the client. If a contractor's employee is found or involved in theft, ill-discipline or any other illegal activity, the client reserves the right to remove him from the project immediately. The contractor will be bound to provide his replacement in the given time frame.
- viii. The Contractor as and when required by the Client shall make their authorized representative available to attend meetings and shall reply all communications accordingly. He shall also to carry out site visits once a month for complete inspection of overall system.
- ix. The contractor shall handover defective parts demolition to the client's representative and takes confirmation receipt thereof. The contractor shall maintain a record of the new parts taken from the client's store.
- x. All employees of the contractor shall wear uniform and necessary personal protective equipment (PPE) such as safety shoes etc. to perform the services. In case of non-compliance, the client may restrict the employee's entry to the project. Contractor's employee shall also display their identification cards, bearing firm's name and logo thereon.
- xi. The aforesaid uniforms/safety shoes/jackets shall be provided by the Contractor on yearly basis or when they are worn out whichever is earlier.
- xii. The contractor shall maintain daily attendance of his employees and submit the same to the client's representative for his information who may (if required) physically verify the same. The contractor will submit, along with his monthly bill, the monthly attendance record of his employees on 1st of every month against the preceding month. The client has the right to deduct a proportional amount from the contractor's monthly bill against absentees of the contractor's staff (if any).
- xiii. The contractor shall provide services for arranging the test of compressor oil from PCSIR/NPSL and, necessary air balancing of the fans from reputed firms requirement basis and the cost for such testing will be borne by the Client.



In case of malfunctioning of the controller/ BMS, the contractor shall be responsible for the operation of MDS, AHU, independent split units, fresh/exhaust air fans on manual mode as well.

- xv. The resolution time for diagnosis and rectification of breakdown/emergent fault shall be as early as possible, but not later than 24 hours, depending on nature of the fault & availability of the spare parts.
- xvi. The technical staff will ensure that the operation of the system is in line with the design parameters of all the relevant components.
- xvii. The contractor shall be responsible to carry out Periodic Preventive Maintenance of all the HVAC system / equipment. The material/parts required for the purpose will be provided by the client cost.
- xviii. The requisite services shall be provided by the contractor 12 hours daily/06 days a week basis (excluding public holidays) throughout the tenure of this Contract. However, in case of important meetings, workshops, seminars etc., time duration of the services be extended accordingly.
- xix. As need arises from time to time, the senior staff or HVAC engineers of the contractor will also visit the site to check the system's performance.
- xx. The contractor shall submit the estimate for approval of the client prior to carrying out any work which would fall beyond the defined scope of this work.
- xxi. The contractor will detail three HVAC technicians (at least one diploma holder) technically qualified, experienced, competent & well-mannered staff who will ensure energy efficient operation of the system and economical consumption of the material/spare parts, and will remain present during their duty hours and shall work exclusively on the subject project whereas in case of major breakdown his qualified/competent team be called for the purpose.
- xxii. The contractor shall timely inform the client about the need of any consumable/ spare, required for repair or replacement, so that it can be procured conveniently and delay in repair/ rectification may be avoided.
- xxiii. The contractor will possess all the required tools & instruments i.e., drill machine, which are necessary for operations & maintenance of the HVAC system.
- xxiv. The contractor will supply following items on monthly basis for proper servicing and minor maintenance works of HVAC system.
- PVC tape As per requirement (Minimum 5 Nos.)
 - Solution tape As per requirement (Minimum 5 Nos.)
 - Surf As per requirement (Minimum 2 Kg)
 - Cotton waste As per requirement (Minimum 5 Nos.)
- xxv. Specification of the HVAC system presently installed is as under, but the contractor will also be bound to operate and maintain any other allied/additional equipment installed by the client at the project during the contract period:
- a. HVAC System capacity
- Total Capacity of MDS System (McQuay)+(Midea) 315 + 170 485 TR
 - Total Capacity of Split ACs (Sabro, Gree, Acson & Midea etc.) 70 TR
 - Total Capacity of AHU+DX (McQuay) 45 TR
 - Supply & exhaust fans Penberry USA 11 Nos.



b. Equipment Installed		
• MDS Outdoor Unit 13 (Mcquay)+ 06 (Midea)	19	Nos.
• MDS Indoor Units 126 (Mcquay) + 64 (Midea)	190	Nos.
• DX-AHU with Condensing unit	01	Nos.
• Independent split AC units	42	Nos.
• Exhaust Fans	08	Nos.
• Fresh Air Supply Fans	03	Nos.
• MDS BMS/smart controller (McQuay)	01	Set
• MDS BMS smart controller (Midea)	01	Set

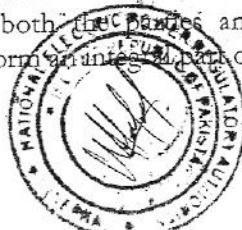
- xxvi. The contractor shall also be responsible for maintenance/installation/renovation and up gradation of the HVAC system software (where required) Smart Controller/BMS for effective usage/management of the system installed at the project. However, hardware will be provided by the Client if required.
- xxvii. PCB cards repair cost will be borne by the Client whereas, any other repair like compressor, leakage detection and fixing, welding, copper piping and sensors etc. shall be borne by the Contractor.
- xxviii. Semi hermetic/open type compressors can be repaired/overhauled whereas, the hermetic/close type compressors can't be repaired and always be replaced, if start malfunctioning. Sensors are not repairable and always be replaced if stop working however, connecting wires/ jacks of the sensors are repairable.
- xxix. The Contractor will maintain inventory of welding kit, faun, oxygen and nitrogen cylinders.
- xxx. Only gas refilling of the required type of gas/pressure will be borne by the Client as per actual.
- xxxi. Main HVAC control panel and related ACPs will be repair/maintained by the Contractor, hardware will provide the client.

ARTICLE 3: Obligations of the Client

- i. The client shall, on request of the contractor, furnish and/or make available to him all pertinent data and information available and give such reasonable assistance as required by the contractor for timely completion of the services.
- ii. The client shall give its approvals in writing on all observations/reports etc., submitted by the HVAC contractor within a reasonable time so as not to delay completion of the services.
- iii. The client shall provide the telephone/extension facility to the technical staff deputed at the project by the contractor.
- iv. The client shall provide a suitable office to the technical staff, employed on the project by the contractor, for seating and for keeping the required tools and others materials available at the site. Necessary furniture for the office will also be arranged by the client.
- v. All spare parts/refrigerants will be provided by the client well in time.

ARTICLE 4: Modifications

Any modifications of the terms and conditions of this contract, including any modification of scope of works, may be agreed by both the Parties and shall be placed in the form of supplementary contract and that shall form an integral part of this Contract.



ARTICLE 5: Remuneration and Payment

- i. The total fee for rendering works/services as per this Contract shall be [FINANCIAL PROPOSAL]
- ii. The payment shall be made to the contractor on monthly basis by the client on satisfactory performance of works/services provided by the contractor.
- iii. Invoice for the preceding month will be submitted on 1st of every succeeding month by the contractor.
- iv. Payment will be made through a crossed cheque in favor of the contractor by the client within two weeks from the date of submission of invoice after deduction of the applicable taxes.
- v. If any new tax is imposed by the government during currency of the contract, the financial effect of same shall be borne by the Client.
- vi. The contractor acknowledges and agrees that it shall, without incurring any additional cost to the client, be liable to re-perform and re-work all or any part of the work/services, which are deficient in any manner to the extent of the amounts of fees paid in respect of such work/services.

ARTICLE 6: Termination

The client shall have the right to terminate the contract by giving a notice of 30 days to the contractor, upon poor performance, failure to abide by any of the conditions of the contract or any other valid reason whatsoever. Similarly, contractor has also right to terminate the contract after giving 30 days' notice on non-fulfillment of obligation by the client.

ARTICLE 7: Effective Date

The effective date shall be upon mobilization of contractor to the office space/store dedicated by the client for the contractor's personnel/equipment. Upon signing of this contract the contractor within 3 working days shall mobilize in the office space provided by the client.

ARTICLE 8: Governing Law

This Contract shall be governed by and construed in accordance with the laws of Pakistan. The Parties hereby agree that the Courts of Islamabad shall have exclusive jurisdiction in all matters relating to this Contract.

ARTICLE 9: Tenure of Contract

The contract shall be valid for three years commencing on the effective date.

