

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 Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT. Universal Service fund
- FEDERAL / PROVINCIAL GOVT. Federal Govt
- TITLE OF CONTRACT Renewal of service and maintenance (HVAC)
- TENDER NUMBER N/A
- BRIEF DESCRIPTION OF CONTRACT Maintenance of
The HVAC System installed at USF
- TENDER VALUE Rs 63,250/- Per month (759,000) yearly
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD one year
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? Yes Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website N/A Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers N/A Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) N/A
- NATURE OF PURCHASE Local Local / International
- EXTENSION IN DUE DATE (If any) N/A Yes / No

➤ NUMBER OF TENDER DOCUMENTS SOLD N/A
(Attach list of Buyers)

➤ WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS N/A Yes / No
(If yes enclose a copy).

➤ WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS N/A Yes / No
(If yes enclose a copy).

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

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____
- c) TWO STAGE BIDDING PROCEDURE. _____
- d) 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.) *Direct contracting*

- WHO IS THE APPROVING AUTHORITY CEO

➤ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.

➤ NUMBER OF BIDS RECEIVED N/A

➤ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER N/A Yes / No

➤ WHETHER INTEGRITY PACT WAS SIGNED N/A Yes / No

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 Fifty
Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS N/A

- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s DWP
Technologies (PVT.) LTD Plot No. 18, Street No 39,
Sector G-10/4 ISB- Mr Wajay Ahmed

- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).
N/A

- NEED ANALYSIS (Why the procurement was necessary?) renewal of
Service & maintenance contract for
HVAC service

- 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 N/A Yes / No

➤ DATE OF CONTRACT SIGNING 1st March - 2023
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE Rs 63,250/- per month (759,000) yearly

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS N/A Yes / No
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED N/A Yes / No
(If yes result thereof)

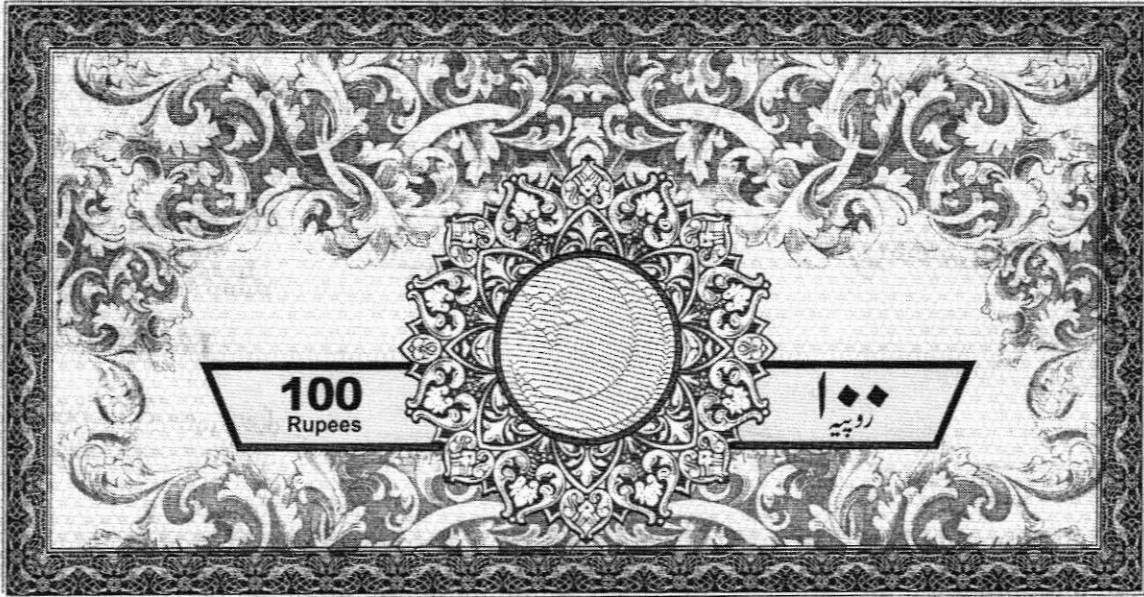
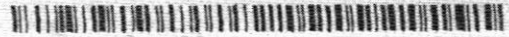
➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS N/A Yes / No
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA N/A Yes / No
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

N/A

C312617



RENEWAL OF SERVICE & MAINTENANCE CONTRACT

FOR

HVAC SERVICES FOR USF OFFICE

BETWEEN

UNIVERSAL SERVICE FUND

AND

M/S DWP TECHNOLOGIES (PVT.) LTD.

Made as of

1st March, 2023



Dwp Technologies (Pvt) Ltd
vs.

Universal Service Fund

149284
27 FEB 2023

ALI ABBAS AFZAL
Stamp Vender
Lic No. GDA/257/2016
District Office, Islamabad

27 FEB 2023

CONFIDENTIAL

SERVICE AGREEMENT

This Service & Maintenance Agreement (“**Agreement**”) for the service & maintenance of HVAC System for the USF office is made at Islamabad on this 1st day of March, 2023:

By and Between

Universal Service Fund, a Guarantee Limited Company incorporated under S. 42 of the Companies Act, 2017 (erstwhile Companies Ordinance, 1984), having its registered office at the 3rd Floor, Evacuee Trust Complex, Agha Khan Road, F-5/1, Islamabad (hereinafter referred to as “**USF**”) which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) OF THE ONE PART;

And

M/s DWP Technologies (Pvt.) Limited, a company incorporated under the Companies Act, 2017 (erstwhile Companies Ordinance, 1984), having a place of business at Plot No. 18, Street No 39, Sector G-10/4, I&T Center Near IBCC Office, Islamabad (hereinafter referred to as the “**Service Provider**”) which expression shall be deemed to include, where the context so permits, its successors in interests, administrators and permitted assigns) OF THE OTHER PART;

(The Party of the One Part and the Party of the Other Part shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**” as the context of this Agreement requires).

WHEREAS:

- A. USF requires to procure complete HVAC Services (“**Services**”) for USF office;
- B. The Service Provider represents and warrants that it has the requisite expertise and resources to provide the services as required by the USF;
- C. The Service Provider has agreed, and the USF has approved the Services to be provided by the Service Provider on the terms and conditions set forth in this Agreement.

NOW THEREFORE following documents attached hereto shall be deemed to form an integral part of this Contract:

Annexure A – ToR’s/Scope of Work

Annexure B – Payment Terms



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NOW THIS AGREEMENT \WITNESSES AS FOLLOWS

1. Duration

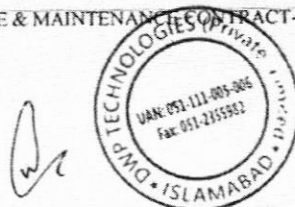
- 1.1 This Agreement shall become effective as of ^{1st} March, 2023 and shall remain in effect for a period of one (01) year (the "Term") till 28th February, 2024 or until terminated in accordance with Clause 5 & 7. The termination of this Agreement will not:
- (a) Relieve either party from any expense, liability or obligation or any remedy thereof, which has accrued or attached prior to the date of such termination, nor,
- (b) Cause either party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.
- 1.2 Prior to the expiration of the terms, this Agreement may be extended for a further period not exceeding one year by mutual agreement between the Parties, provided that, the Parties must enter into a written agreement to extend the Term of this Agreement. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of this Agreement.

2. Scope of Work

The Services to be provided by the Service Provider under this Agreement shall be in accordance with "Schedule-A" of this Agreement.

3. Payments

- 3.1 In consideration of the clear, efficient, and uninterrupted fulfillment of the services and other obligations of the Service Provider under this Agreement to the satisfaction of the USF, the Service Provider shall be paid a fixed amount of Pak Rupees Rs. 63,250/- per month, (Inclusive of all Federal & Provisional Taxes) subject to Clause 3.7 of this Agreement.
- 3.2 USF shall make payments, as per applicable laws, in Pak Rupees before 15th of every month subject to submission of valid invoice on or before 3rd of each month clearly demonstrating Services provided in the last month by the Service Provider. Payment will be made through a cross cheque to the Service Provider and shall not be made in advance.
- 3.3 The monthly invoice of the Service Provider will be verified by the concerned authorized officer of USF to check whether the Service Provider has fulfilled his obligations as per the terms of the Agreement and the payment will accordingly be made to the Service Provider.
- 3.4 The Service Provider shall be solely responsible for complying with applicable Labour Laws in relation to pay minimum wages, rate of monthly salary, and hiring of the staff.
- 3.5 USF shall pay a lump sum monthly payment as quoted in Financial Bid, after the deduction of all applicable taxes including withholding taxes and sales taxes, once the invoice is submitted by the SP.



3.6 All payments shall be subject to the Active Taxpayer Status of the Service Provider both on ATL & on the FBR portal, at the time of each payment. No payment shall be made until the status of the Service Provider becomes active. Moreover, the Service Provider shall have a valid and active Sales Tax registration number for all payments to be made in the course and period of this contract.

3.7 The contract price shall be locked at the time of entering the contract as per the Financial Bid submitted by the Service Provider and there shall be no change in the contract price during the continuation of this contract.

4. Service Provider's Obligations

4.1 The Service Provider undertakes to provide efficient HVAC services in accordance with the requirements and adequate standard of hygiene to the full satisfaction of the USF, and will accordingly carry out the necessary planning, management, and supervision of Services.

4.2 The Service Provider undertakes to provide efficient HVAC Services to USF, whereas if any issue arises & services of the Service Provider are required, the Service Provider is liable to provide services and sort out the issue within 3 to 5 hours of reporting the issue, whereas non-provision of services shall lead to the deduction of 15% of payment from the invoice of the Service Provider.

4.3 Service Provider shall depute the person from Monday to Friday 08:30 hrs to 17:30 hrs, and a deputed person shall be responsible for Operation & Maintenance/Technician activities without any hindrance and shall keep an eye so that the operation shall continue regularly.

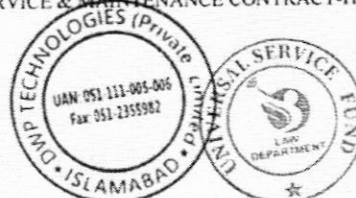
4.4 Service Provider shall make sure that the deputed personnel shall possess the necessary expertise Skills, and tools to carry out the required services.

4.5 Service Provider Shall arrange Bi-monthly visits of its engineer (s) to check and verify the Conditions of equipment at the site and submit a report. The logbook will be maintained on daily basis by the staff at the site.

4.6 The maintenance of the GMV-5 Gree all DC Inverter VRF System will be the responsibility of the Service Provider. However, in case of any fault arises due to a faulty part of the equipment and requires replacement, the part or its cost will be borne by USF.

4.7 In case of replacement is required for any failed part, staff of the Service Provider will get prior approval in writing from USF. For that purpose, Service Provider shall be responsible to provide a list of Critical Parts, & their Price Lock for the whole Contract Period.

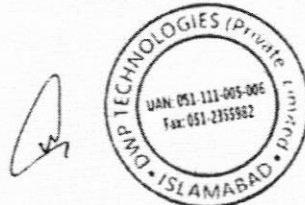
4.8 The Service Provider shall provide the staff at the USF office who are physically and medically fit and bear good moral conduct and follow punctuality and discipline.



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- 4.9 The Service Provider shall be exclusively responsible for the payment of the remuneration and all benefits to its staff including compensation for death, injury, etc. while performing the obligations under this Agreement and USF shall have no obligation or responsibility on any account whatsoever.
- 4.10 The Service Provider shall be responsible to provide neat and clean uniforms to its staff, to the complete satisfaction of USF. The Service Provider shall further ensure that its staff deputed at USF are disciplined, competent, efficient and in good physical and mental health.
- 4.11 The staff of the Service Provider will be subject to personal search by the USF security staff both at the time of entry and exit from the premises of USF.
- 4.12 The Service Provider shall be responsible for all acts or omissions of any of its staff or personnel working on the premises and liable for any loss or damage and compensate USF accordingly.
- 4.13 The Service Provider shall indemnify USF against all the damages or losses etc. that may be caused by its staff due to any reasons whatsoever, including but not limited to theft, malignance, and pilferage, etc.
- 4.14 The work done and standard observed/maintained by the Service Provider will be regularly checked, inspected, and reviewed by the concerned officers of USF in order to ensure that the work is being done and standards are observed as per terms of the Agreement and agreed on specifications, who may issue or give such notice, advises or reminders to the Service Provider as may be necessary for the proper execution of the Agreement.
- 4.15 The concerned officers of USF will at all times have free access to all the work areas where the work carried out by the staff of Service Provider is in progress. The Service Provider will extend all possible help and facilitate as may be required by USF.
- 4.16 USF shall have the right to request the Service Provider to remove any of its staff members from the USF office upon providing reasonable grounds in respect thereof to the Service Provider (such grounds shall include but not be limited to misconduct and misbehavior). Upon such request, the Service Provider shall depute another member from its staff at the USF office with immediate effect after the alleged member of staff is removed.
- 4.17 The necessary Insurance coverage for the staff of Service Provider deputed at the USF office shall be the responsibility of Service Provider.
- 4.18 The Service Provider shall maintain a complete inventory of Tools/Instruments to be used at the USF office. Any concerned officer of the USF shall have the right to inspect such Tools/Instruments and issue any sort of instructions/directions with regards to the equipment.



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5. Termination

- 5.1 This Agreement may be terminated by either Party by providing thirty (30) days prior written notice to the other party if the other party is in material breach of its obligations under this Agreement and the breach has not been remedied within a period of fifteen (15) days after the notice has been issued.
- 5.2 USF shall have the right to terminate this Agreement forthwith if the Services are not performed in accordance with this Agreement or to the satisfaction of the USF.

6. Penalty

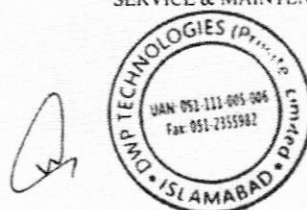
- 6.1 In case of absence/ leave/ sickness of any member of the Service Provider staff, alternate(s) shall be provided by the Service Provider. In case of non-provision of alternate(s) staff, a deduction shall be made from the payment on the basis of the number of deputed personnel absent and the duration of absence. Once the amount is pro-rated, it shall be deducted from Service Provider's Monthly Invoice.
- 6.2 Delay due to reasons beyond the reasonable control of the Service Provider ("Force Majeure") shall not be considered as delay on part of the Service Provider.
- 6.3 In case any member of the Service Provider staff is found guilty of theft/loss/damage of any equipment or asset, the Service Provider shall be liable for theft/loss/damage of such equipment or asset and shall compensate USF accordingly.
- 6.4 In case of poor service, USF may impose a penalty on the Service Provider and shall deduct up to fifteen (15%) of its payment from its monthly invoice.

7. Resolution of Disputes

- 7.1 The Parties shall endeavor to amicably resolve all disputes arising under this Agreement, whether during the term of this Agreement or any other extended period, as the case may be, through informal negotiation.
- 7.2 In the event of failure of the informal negotiation process defined above, either Party may refer the dispute to Arbitration under the provisions of Arbitration Act, 1940 (Act No. X of 1940) and rules made thereunder as amended from time to time. The seat of arbitration shall be in Islamabad. The decision of the Arbitrator shall be final and binding on the Parties.

8. Force Majeure

- 8.1 For the purposes of this Agreement, "Force Majeure" means and includes event(s) which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, acts of nature, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, civil



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disturbances, explosions and any other similar events not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

- 8.2 If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues and if such inability continues for the time period extending thirty (30) days, USF shall have the right to terminate the Agreement.
- 8.3 Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event.

9. Confidentiality

- 9.1 The Service Provider undertakes that it shall ensure the complete confidentiality of all and any information in respect of this Agreement and the Services stated herein, including without limitation the communication to and by USF about any of its business information. The Service Provider shall not disclose any such information to any person.
- 9.2 The Service Provider shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by USF or which the Service Provider or any of its janitorial staff may obtain directly or indirectly during the course of performance of this Agreement.

10. Notice

- 10.1 Any notice, request or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, facsimile or electronic mail to such party at the contact details detailed below:

To the USF:

Universal Service Fund
3rd Floor, Evacuee Trust Complex,
Agha Khan Road, F-5/1, Islamabad.

Mr. Majid Naqvi
Manager Admin
Telephone: (051) 921 2308-09 Ext: 309
Facsimile: (051) 921 4261
E-mail: majid.naqvi@usf.org.pk



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To the Service Provider:

M/s DWP Technologies (Pvt.) Ltd.
Plot No. 18, Street No 39, Sector G-10/4,
I&T Center Near IBCC Office, Islamabad

Mr. Waqar Ahmed
Assistant Manager Services
Telephone: 03216757079
E-mail: waqar.ahmed@dwp.com.pk

10.2 A party may change its contacts details by providing notice thereof to the other party without having to amend this agreement in accordance with this article.

11. Governing Law

11.1 This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan.

11.2 Subject to Clause 7 of the Agreement, the courts at Islamabad shall have exclusive jurisdiction for interpreting and adjudicating disputes arising out of or in connection with the Agreement.

12. Amendment

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

13. Assignment

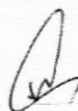
The Service Provider shall not assign this Agreement or any of its obligations hereunder, either in whole or any part, to any other person or contractor or firm in any form or manner whatsoever.

14. Severance

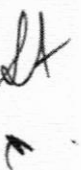
If any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respects, such provision(s) shall be limited, modified, or severed as necessary to eliminate the invalidity, illegality, or unenforceability and all other provisions of this Agreement shall remain unaffected.

15. Relationship

The Parties hereby agree that no terms of this Agreement shall be construed as to portray the employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.





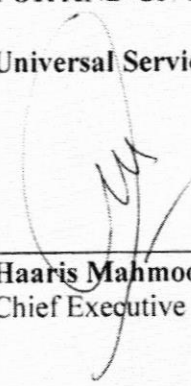


16. Counterparts

This Agreement shall be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

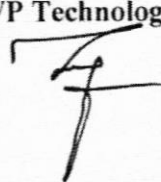
IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day and year first above written.

FOR AND ON BEHALF OF
Universal Service Fund (USF)




Haaris Mahmood Chaudhary
Chief Executive Officer

FOR AND ON BEHALF OF
M/s DWP Technologies (Pvt.) Ltd.

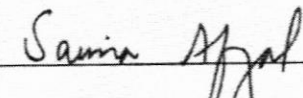


Malik Tariq Mehmood
Country Head



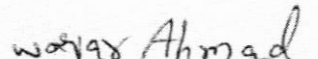
Witnesses:

SAIMA AHAD

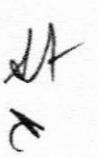


35201-2978640-6





35201-8115450-3



“Schedule – A”

Scope of Services/ Work

Universal Service Fund intend to sign an agreement for onsite maintenance of the HVAC system (Gree) including provisioning and change of parts as and when required bases. The HVAC system is installed at the Universal Service Fund office located at Evacuee Trust Complex, F-5/1, Islamabad.

Item:

Sr. No.	Description	Qty.
1.	Gree - GMV-900WM/E-X(450+450) including 4 x Condensing unit(Eurovent certified) – outdoor 60 x 4 Way Cassette type Indoor units	01

The agreement shall comprise the following conditions:

- a. Ensure same-day support/upkeep of the HVAC.
- b. Must submit a detailed report for complaints and remedies thereof to the USF guidelines.
- c. The preventative maintenance (PM) must cover:
 1. Weekly cleaning of all types of Indoor units (Gree) or whenever required.
 2. Weekly service of Indoor Units filter.
 3. Monthly servicing of Indoor Units cooling coil or whenever required.
 4. Monthly servicing of Outdoor Units condenser.
 5. Monthly air cleaning of electrical panels or safety devices.
 6. Monthly checking of safety devices and controls.
 7. Checking of temperature/set point of temperature controller fortnightly through appropriate device e.g. infrared device.
 8. Maintain daily log sheet of temperature reading and ampere etc.
 9. Weekly cleaning of PV solar panels or whenever required.
 10. Service provider shall be responsible for provision of List of High Price Parts equal to or more than PKR 100,000/- on quarterly basis.

Not included in the scope of this contract, unless otherwise specified on an addendum, are:

1. Total replacement of equipment.
2. Maintenance to non-refrigerant piping, ductwork & any Civil/masonry/installation work.
3. Electrical work beyond the internal wiring & main switch of the equipment.
4. Maintenance and/or change at some future date as recommended/required by government regulation, any other authorities, codes or insurance company.

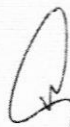


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5. Prevention of corrosion, erosion and oxidation & any replacement/ repair on account of this.

The following will be arranged by the Universal Service Fund authority without any cost to DWP Technologies (Pvt.) Ltd.

1. Free access of DWP Technologies (Pvt.) Ltd. Personal in all work area of the buildings.
2. Electricity and fresh water required for operation and maintenance of the units.
3. Weekly sufficient time to be provided by client for servicing of HAVC equipment.
4. Operation & Maintenance Staff sitting area to be provided by client.
5. All spare parts and consumables are to be stocked by Universal Service Fund at site to avoid delays in Availability.



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