

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
- TITLE OF CONTRACT Support Services For Existing USE ITEMS Portfolio
- TENDER NUMBER USE/TDRS/PI and I/support/2023-24/01
- BRIEF DESCRIPTION OF CONTRACT _____
Support Services for the Existing Devices
(04) Devices
- TENDER VALUE RS. 1,786,089
- ENGINEER'S ESTIMATE N/A
(for civil Works only)
- ESTIMATED COMPLETION PERIOD 4 months
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? ~~YES~~ NO Yes/No
- ADVERTISEMENT :
- (i) PPRA Website 31st Jan 2024 (Ts 531456E) 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) 15-Feb-24 at 11:30 AM
- NATURE OF PURCHASE Local Local / ~~International~~
- EXTENSION IN DUE DATE (If any) NE Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD N/A
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / ~~No~~
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS No 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.) N/A
- WHO IS THE APPROVING AUTHORITY CEO
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. N/A
- NUMBER OF BIDS RECEIVED ONE
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER __ Yes / ~~No~~
- WHETHER INTEGRITY PACT WAS SIGNED N/A Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

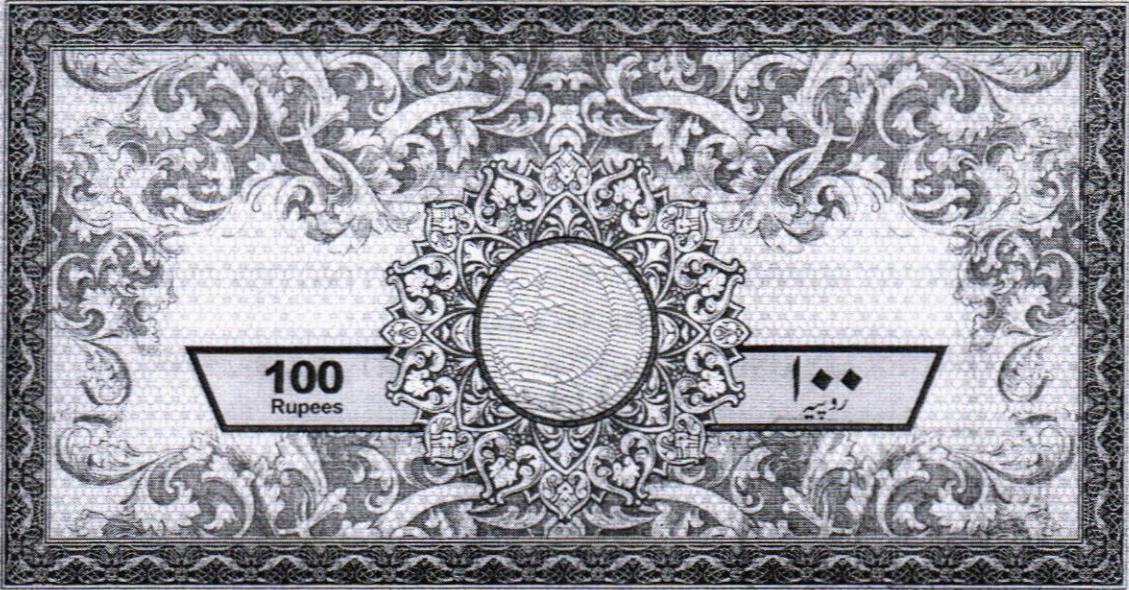
To Be Filled And Uploaded on PPRA Website In Respect of All
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Million Rupees or More

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS ONE
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Mr. HASSAN KHAN
Stratum Pvt.Ltd., First floor khumrial Centre
G-8/4, ISB
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).
1st
- NEED ANALYSIS (Why the procurement was necessary?)
The existing (04) devices required
support services.
- 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 Yes / ~~No~~
- DATE OF CONTRACT SIGNING 1st March 2024 To 30 June 2024
(Attach a copy of agreement)
- CONTRACT AWARD PRICE Rs. 1786,089
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS yes Yes / ~~No~~
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED No Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No ~~Yes~~ / No
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA No ~~Yes~~ / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description) N/A



SERVICE LEVEL AGREEMENT

FOR

**“SUPPORT SERVICES FOR EXISTING USF TEMS
PORTFOLIO”**

TENDER I.D; USF/TDRS/PT&I/ SUPPORT/2023-24/01

BY AND BETWEEN

UNIVERSAL SERVICE FUND

AND

M/S STRATUM PVT. LTD

MADE AS OF

13th MARCH 2024

AT ISLAMABAD



Date: 04-03-2024.

Rs. 100/-

No. 8285

SERVICE LEVEL AGREEMENT

FOR

**"ANNUAL SUPPORT SERVICES FOR EXISTING USF TEMS
PORTFOLIO"**

TENDER I.D: USF/TDRS/PT&I/SUPPORT/2023-24/01

BY AND BEHALF OF

UNIVERSAL SERVICE FUND

Sajjad Hassan Askari

Stamp Vendor Licence No. 242

/S STIKHARAH CAPITAL SECURITIES LTD

G-54, Sector 10, F-7/3, Islamabad

04 MAR 2024

نوٹ
یہ شام پورہ کسی بھی سرکاری راضی / CDA یا
کسی اداروں کی ملکیت میں کسی دوسری راضی
کی خرید و فروخت کیلئے ہائی ٹیک کیا گیا

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the “**Agreement**”) for support services for existing USF TEMS portfolio is made at Islamabad on this 13th day of March 2024:

By and Between

Universal Service Fund, a company incorporated under the Companies Act, 2017 having its registered office at 3rd Floor Evacuee Trust Complex Agha Khan Road, Islamabad (hereinafter referred to as “**USF**” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the One Part;

AND

M/s Stratum Pvt. Ltd, having its/their place of business at First Floor Khumrial Center I & T Center G-8/4 Islamabad (hereinafter referred to as the “**Service Provider**” which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the Other Part.

(The Party of the One Part and 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 desires to procure support maintenance services for its existing *Infovista* TEMS portfolio (i.e., pocket, Discovery, Director and renewal of Google licenses for Discovery);
- B. USF in pursuit of the above objectives invited proposals from interested bidders vide Bidding Document bearing Tender ID: **USF/TDRS/PT&I/Support/2023-24/01** (“Support Services for Existing USF TEMS portfolio”).
- C. The Service Provider in response to above Bidding Document submitted its proposal and the same was found to be technically qualified meeting all technical requirements set out in the above Bidding Document which are necessary to provide the Support Services for Existing USF TEMS Portfolio.
- D. The Service Provider engaged in the business of rendering the similar services to various companies agreed to provide Support Services for Existing USF TEMS Portfolio on the terms and conditions set forth and over the period of time specified hereunder in this Agreement.
- E. The Service Provider further represents that it has the requisite expertise and resources to provide top quality support services for existing *Infovista* TEMS portfolio of USF in accordance with highest industry standards and to the satisfaction of USF and undertakes that support services shall be provided



only through the staff that have the requisite expertise and experience in this regard.

NOW THEREFORE, in consideration of the foregoing and the Quoted price i.e. (PKR=1,786,089/-) for provision of Support Services for existing *Infovista* TEMS portfolio of USF, and of the undertakings and obligations accepted by the Service Provider herein, and for other good and valuable consideration, the Parties hereby agreed to the following terms and conditions:

I. GENERAL PROVISIONS

1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Agreement have the following meanings:

“**AGREEMENT**” or (“**SERVICE LEVEL AGREEMENT (SLA)**”) means the present Agreement signed between the USF and the Service Provider including all annexures attached herewith for provision of support and maintenance services of existing *Infovista* TEMS portfolio of USF. This Agreement and its attached annexure(s) constitute the exhaustive description of obligations of the Parties;

“**AGREEMENT PRICE**” means price of this Agreement i.e. PKR=1,786,089/-;

“**EXCUSED DELAY**” means any possible extension in timelines for the execution of the Services due to any delay, intentional or unintentional, caused by USF, Force Majeure or other relevant public authorities, under the Agreement. An extension in the overall delivery schedule shall be granted accordingly and the duration of such extension shall be at the discretion of USF;

“**FINAL ACCEPTANCE CERTIFICATE**” or “**FAC**” means the certificate issued by authorized officer of USF to the Service Provider upon discharge of all obligations specified hereunder;

“**FORCE MAJEURE**” means without limitation, Acts of God, Government restrictions, war and hostilities, invasion, act of foreign enemies, rebellion, revolution, riot, industrial disputes, commotion, natural disasters and other similar risks that are beyond the control of Parties;

“**PERFORMANCE GUARANTEE**” means an Irrevocable Bank Guarantee issued by a scheduled bank located in Pakistan and acceptable to USF for an amount equivalent to ten [10%] percent] of the total value of this Agreement;

“**SERVICES**” means and includes software support and maintenance services to be provided by the Service Provider for existing USF *Infovista* TEMS portfolio (i.e. Pocket, Discovery, Director), and renewal of Google licenses for Discovery.

2. TERM & COMMENCEMENT

- 2.1 The initial term of this Agreement shall be Four (04) Months starting from **1st March 2024** and ending on **30th June 2024** the date of its signing (“**Effective Date**”) unless earlier terminated under the provisions hereof.

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2.2 After expiry of the term of this Agreement the Parties may extend the term of this Agreement to such term as may be mutually agreed by both Parties.

3. ANNEXURES / AGREEMENT DOCUMENTS

3.1 The Service Provider shall ensure provision of desired services to USF in accordance with the terms and conditions of this Agreement and the following documents shall be deemed to form and be read and construed as integral part of this Agreement:

- (a) Annexure-A RFP/TOR
- (b) Annexure-B Technical Proposal
- (c) Annexure-C Financial Quotation
- (d) Annexure-D Letter of Intent (LoI) & Letter of Acceptance (LoA)
- (e) Annexure-F Communication/correspondence between the Parties
- (f) Annexure-G Performance Bank Guarantee (if Applicable)

4. SCOPE OF WORK / SERVICE PERFORMANCE

4.1 The scope of work shall include software support and maintenance services for *Infovista* TEMS portfolio of USF and renewal of Google licenses for Discovery as per **Annex – A** of this Agreement.

4.2 The Service Provider undertakes to ensure consistent, timely and efficient performance of Services throughout the term of the Agreement.

5. SERVICE COMPLETION / IMPLEMENTATION SCHEDULE

5.1 The Services shall be deemed completed/implemented after Four (4) Months satisfactory performance and upon issuance of Final Acceptance Certificate (FAC) by an authorized officer of USF. Retention Money shall be released accordingly after issuance of FAC subject to deduction of Penalty under Clause 11 (*Penalty in case of Down Time in Service Provision*) of the Agreement.

5.2 No relaxation shall be allowed in case of disrupted or delayed performance of Services as required under Clause 4.1. of this Agreement Any such disruption or delay in performance of Services shall result in imposition of Penalty under Clause 11 (*Penalty in case of Down Time in Service Provision*) of the Agreement. However, a relaxation in special cases may be granted by USF subject to verification of event under Force Majeure which may have caused delay.

5.3 In case a Force Majeure event has occurred the Service Provider shall promptly notify USF in writing of the fact of delay, it's likely duration and its causes. As soon as practicable after receipt of Service Provider's notice, USF shall evaluate the situation and may at its discretion relax the performance of Services.

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6. PRICE AND PAYMENT TERMS

6.1 The Services under this Agreement shall be rendered at a fixed Cost of Pak Rupees 1,786,089/-; inclusive of all applicable duties, levies and taxes etc.

6.2 The payment shall be made as per the following plan:-

Sr.no	Description	Payment %
1	After renewal of the Services mentioned in the TORs	90% of the contract price
2	After completion of service support period i.e. Four (04) Months after signing of contract	10% of remaining payment of the contract price

6.3 The Agreement Price and the Payment Terms set forth in this Agreement is firm and final and no variation whatsoever is acceptable to USF.

6.4 The Service Provider's request for payment shall be made to USF in writing accompanied by an invoice indicating Services to be performed.

6.5 USF shall make prompt payment, within thirty (30) days of submission of an invoice/claim by the Service Provider.

6.6 Payments shall be made subject to deduction of all applicable taxes at prevalent rate which shall be paid to the tax authorities, except those especially exempted by the tax authorities. USF, upon written request of the Service Provider, shall issue certificate of deductions to the Service Provider to enable him to settle tax returns with the tax authorities.

6.7 Any exchange rates fluctuations shall be the responsibility of the Service Provider and USF shall not give any price escalation on that account.

7. PERFORMANCE BANK GUARANTEE

7.1 N.A

8. TAXES AND DUTIES

8.1 The Service Provider shall be responsible for all taxes time being enforced under prevailing laws of Pakistan including GST, duties, license fees, Insurance, freight charges, local transportation, handling and other incidental charges etc. incurred or accrued until the completion of term of the Agreement.

8.2 Withholding tax shall be deducted as per applicable tax laws of Pakistan as amended from time to time.

8.3 Any increase or decrease in the rates of sales tax applicable at the time of payment shall be to the cost and the benefit of the USF and shall be further added or adjusted, as the case may be, in total Agreement price.

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8.4 The Service Provider shall have to be aware and responsible for payment of all Pakistani tax regulation and will pay all taxes, duties, tariffs and impositions lawfully assessed against the Service Provider for execution and performance of the Agreement.

9. FINAL ACCEPTANCE CERTIFICATE

9.1 Final Acceptance Certificate (FAC) shall be issued to the Service Provider upon successful and satisfactory performance of Services throughout the term of the Agreement.

10. SERVICE PROVIDER'S OBLIGATIONS

10.1 The Service Provider shall duly perform the Services in accordance with the terms and conditions laid down in this Agreement.

10.2 The Service Provider shall provide all verified licenses / software subscriptions required to be provided under this Agreement.

10.3 The Service Provider shall provide software support and maintenance services for a period of four (04) months under this Agreement.

10.4 The Service Provider undertakes that it shall use every reasonable means for efficient and timely performance and provision of the Services.

10.5 The Service Provider shall secure and maintain during the performance of this Agreement, all licenses, permits, authorization and certification required for the purposes of this Agreement and under the laws of Pakistan. USF shall have the right to inspect such licenses, permits, authorization and certificates and the Service Provider shall forthwith comply with such request.

10.6 The Service Provider undertakes to employ and depute persons who are careful, skilled and experienced in their profession for the proper and efficient performance of Services.

11. PENALTY IN CASE OF DOWN TIME IN SERVICE PROVISION

11.1 The Service Provider undertakes to provide the Infovista Global Support Services as per the details set forth in Annex – A duly supported by Infovista Customer Care Team. However, subject to Clause 14 (*Force Majeure*), if the Service Provider fails to:

- a. Resolve USF new case or request for technical support or assistance as per the response times committed under Annex – A
- b. Provide updated information about the case whenever USF requires an update;
- c. Provide USF, major and minor software and maintenance releases, as per Annex – A, provided that the existing USF TEMS portfolio supports such releases.



USF, shall without prejudice to its other remedies under this Agreement, have the right to impose penalty after a delay or persistent failure of seventy-two (72) hours by the Service Provider to carryout agreed tasks mentioned in Clause 11.1. In such case the Penalty so imposed shall be at the rate of PKR 2000/- per hour beyond delay or persistent failure of seventy-two (72) hours.

11.2 In case the delay or persistent failure by the Service Provider to carryout agreed tasks mentioned in Clause 11.1 exceeds beyond seven (7) days, USF shall have the right to terminate this Agreement.

11.3 USF shall have the right to deduct an amount of Penalty from the upcoming invoice/ remaining amount of Service Provider.

12. TERMINATION OF AGREEMENT

12.1 USF may, without prejudice to any other remedy for breach of Agreement, by written notice of default sent to the Service Provider terminate this Agreement forthwith in whole or in part.

- (a) If the Service Provider fails to perform Services to the satisfaction of USF.
- (b) If the delay in resolution of issue / ticket raised by USF exceeds beyond thirty (30) days.
- (c) If the Service Provider fails to perform any other obligation under the Agreement and fails to abide by the terms and conditions laid down in this Agreement.
- (d) If the Service Provider, in either of the above circumstances does not cure its failure within a period of fourteen (14) days (or such longer period as USF may authorize in writing) after receipt of the default notice from USF.
- (e) In the event USF terminates the Agreement, in whole or in part, USF may procure, upon such terms and in such a manner as it deems appropriate, performance of Services and the Service Provider is liable to pay to USF any excess cost for procurement of such Services.

12.2 The Service Provider may terminate this Agreement if USF fails to make payment under this Agreement within thirty (30) days after the receipt of invoice from the Service Provider.

13. AMICABLE SETTLEMENT

13.1 The Parties shall attempt to resolve any and all disputes amicably as to the interpretation of the Agreement or as to the performance of either Party hereunder, and shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with this Agreement.



13.2 If the Parties fail to settle any dispute or difference within thirty (30) days after first conferring, then such dispute or difference shall be settled through arbitration, either party may refer the dispute to Arbitration under the provisions of Arbitration Act, 1940 (Act No. X of 1940) and Rules made there-under as amended from time to time.

13.3 The place of arbitration shall be Islamabad, the arbitration shall be governed by the Arbitration Act, 1940 and the language of the arbitration shall be English.

14. FORCE MAJEURE

14.1 Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected (to include without limitation, acts-of- God, acts-of-state, pandemic, epidemic, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes) and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.

14.2 The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of thirty (30) days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.

14.3 The Service Provider is not liable for forfeiture of its Performance Guarantee or imposition of Penalty, if and to the extent that, it's delay in performance or other failure to perform its obligations under this Agreement is the result of an event of Force Majeure.

14.4 If the effect of Force Majeure continues beyond a period of thirty (30) days than either Party may terminate this Agreement.

15. GENERAL CONDITIONS

15.1 This Agreement shall remain in force for a period of Four (04) months and after completion of such period the Service Provider shall notify USF of its intent to renew the Agreement at least one (1) month prior to completion of term of the Agreement.

15.2 After the completion of the successful term of the Agreement, a Renewal Agreement shall be signed for such term as may be mutually agreed by the Parties.



16. INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Service Provider shall fully indemnify USF against all actions, claims, demands, litigation proceedings, damages, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any intellectual property rights including but not limited to copyright, patent rights, design rights and trade marks in Pakistan by the use of or in connection with performed Services.
- 16.2 If at any time any allegation of infringement of any intellectual property rights including copyright, patent rights, design rights and trade marks by the use or possession of the Service and software supplied by the Service Provider under the Agreement is made or in the Service Provider's reasonable opinion is likely to be made, the Service Provider may at their own expense modify or replace the Services, without detracting from overall performance, and shall make good to USF, jointly and/or severally, any loss of use during modifications or replacement and/or any other losses arising out of such infringement or anticipated infringement.

17. CONFIDENTIALITY

- 17.1 Any data provided by the USF or which the Service Provider or its employees have access to, or which they acquire directly or indirectly under this Agreement or during the performance of this Agreement, shall be deemed Confidential Information. Duplication or disclosure of such Confidential Information by Service Provider or any one claiming through it without the prior written consent of the USF is strictly prohibited. All Confidential Information shall be the sole property of the USF.
- 17.2 The Service Provider hereby agrees not to disclose said data, information, any interpretations thereof, or data derivative there from or any information relating to USF's operations to unauthorized parties or person. The obligations under these provisions shall survive the termination or expiry of this Agreement.
- 17.3 The Service Provider further undertakes that it shall not, except with the prior written consent of the USF:
- (i) make any reference publicly, whether to the press or in books, brochures, internal publications, publicity material, magazines and periodicals or by advertisement through radio, television or films or by any other medium relating to:
 - (a) the Agreement or its terms and conditions,
 - (b) the nature or extent of Services carried out by the Service Provider,
 - (c) the method, materials, or equipment used and personnel employed, or
 - (d) any other USF information in the possession of the Service Provider.

by



- (ii) disclose or convey any of the matters or information referred to in (i) above to any employees of the Service Provider not directly concerned with the Agreement.

18. NOTICES

18.1 Any notice, request demand, statement, call, question, intimation, reference, or other Communication required for execution of this Agreement shall be made in writing and shall be directed by courier service or facsimile to the address of the Parties as follows:

USF

Mr. Shehzad Islam
Expert Implementation
Universal Service Fund
3rd Floor, Evacuee Trust Complex,
Agha Khan Road, Islamabad
Telephone: 051-9212308-09
Ext: 210
Email: shehzad.islam@usf.org.pk

Service Provider

Mr. Hassan Raza Khan
CEO/Director
Stratum Pvt Ltd
First Floor Khumrial Center G-8/4
Islamabad.
Telephone: 051-2250088
Email:
hassan.khan@stratumgroup.co.uk

18.2 Notices shall be deemed served when received by the addressee.

19. GOVERNING LAW

19.1 This Agreement shall be construed, interpreted and governed by the laws of the Islamic Republic of Pakistan.

20. AMENDMENTS

20.1 No variation, modification, amendment, waiver or change in any of the terms of this Agreement shall be effective unless made in writing and by a written amendment in the Agreement signed by duly authorized officer or representative of each of the Parties.

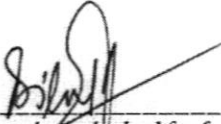
21. COUNTERPARTS

21.1 This Agreement may 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 HERETO HAVE SET THEIR RESPECTIVE HANDS AND SEALS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed by



For and on behalf of
Universal Service Fund

A/CEO

Witnesses:

1. Saima Agal

Name: _____

CNIC No: _____

Signed by



For and on behalf of
M/S Stratum Pvt. Ltd



Witnesses:

1. Bilal Ahmed

Name: Bilal Ahmed

CNIC No: 14201-2135958-7

