

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT. SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES
- 2) PROVINCIAL / LOCAL GOVT./ OTHER PROVINCIAL
- 3) TITLE OF CONTRACT SLA FOR MAINTENANCE OF COMMUNICATION TOWERS AND WIRELESS RADIO
- 4) TENDER NUMBER TENDER 19 - 2022
- 5) BRIEF DESCRIPTION OF CONTRACT R&M FOR TOWERS & RADIO BASE
- 6) FORUM THAT APPROVED THE SCHEME BUDGET APPROVED BY BOD
- 7) TENDER ESTIMATED VALUE PKR 4,730,290/-
- 8) ENGINEER'S ESTIMATE (For civil works only) NOT APPLICABLE
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) JUNE 30TH 2022
- 10) TENDER OPENED ON (DATE & TIME) 24TH SEPTEMBER 2022 AT 11:00 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD ONLY 01
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED ONLY 01
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS TECHNICAL=0, FINANCIAL =1
- 14) BID EVALUATION REPORT ATTACHED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/S. HR MOBILES, OFFICE # 1, MEZZANINE FLOOR, SOCIETY APARTMENTS, KASHMIR ROAD, BLOCK 02, PECHS, KARACHI
- 16) CONTRACT AWARD PRICE PKR 5,743,854/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID) ONLY 01 BIDDER SUBMITTED BID & TECHNICALLY QUALIFIED
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE X Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE ✓
- c) TWO STAGE BIDDING PROCEDURE X
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE X

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

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT CEO – SIEHS

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	<input type="checkbox"/>
No	SPPRA REGISTRATION IN PROCESS

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	30 TH AUGUST 2022 DAWN, JANG & KAWISH
No	<input type="checkbox"/>

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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NOT APPLICABLE

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	✓

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE /DOCUMENTS
(If yes, give details)

Yes	
No	✓

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
No	✓

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	✓

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD.
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE
CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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NOT APPLICABLE

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



PUNJAB PROCUREMENT REGULATORY AUTHORITY

Government of The Punjab

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Blacklisted Firm (Graph View)

List View

Firm Name	Firm Address	Reason	Department	Blacklisting Type	Publish Date	Blacklist Date	Blacklisted Till	Remarks	E
HR Mobiles									

No records to display

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HR Mobiles (Pvt.) Ltd.
Integrity Pact

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: Tender 19-2022

Dated: 23rd November 2022

Contract Value: PKR 5,743,854/- (till June 30, 2023)

Contract Title: SLA FOR MAINTENANCE OF COMMUNICATION TOWERS AND WIRELESS RADIO

HR Mobiles Pvt. Ltd hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, **HR Mobiles Pvt. Ltd** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

HR Mobiles Pvt. Ltd certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

HR Mobiles Pvt. Ltd accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **HR Mobiles Pvt. Ltd** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **HR Mobiles Pvt. Ltd** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.


Sindh Integrated Emergency
and Health Services


HR Mobiles Pvt. Ltd

Contract Reference No: CT/WA/RB/WT - SIEHS 2022 – 2023
Tender reference 19-2022 Communication Towers & Radio Base (Maintenance SLA)

Between

HR Mobiles Pvt Ltd

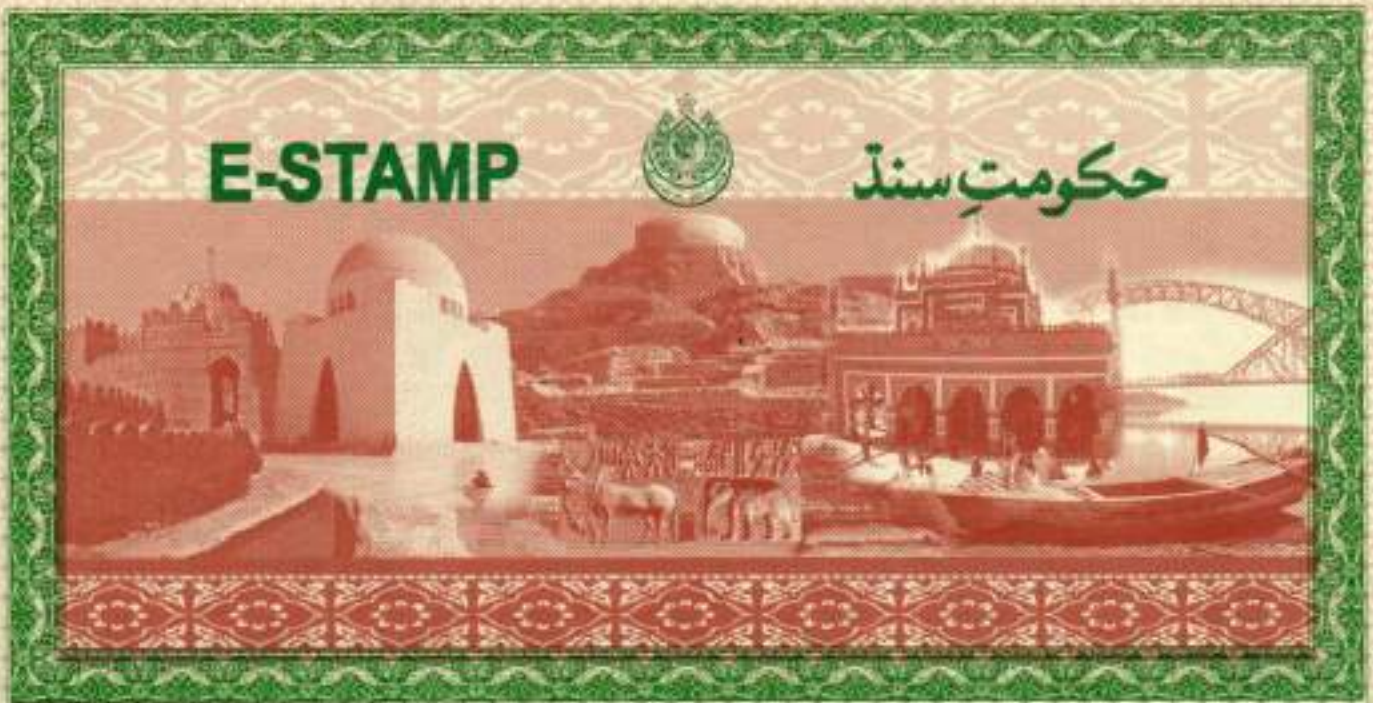
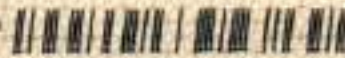
And

Sindh Integrated Emergency and Health Services

For

**Maintenance of Communication Towers,
Wireless Antennas, Base Radios**





NBP-0108-2211180001437846

GoS-KHI-EDFC738709D9DAFC

Non-Judicial

Rs 17,574/-

Description	: Contract - 15(a)
Principal	: SINDH INTEGRATED EMERGENCY AND HEALTH SERVICE [00000000]
Contractor	: HR MOBILES PVT LTD. [00000000]
Applicant	: SHARJEEL AHMED [42101-5956772-1]
Stamp Duty Paid by	: HR MOBILES PVT LTD. [00000000]
Issue Date	: 18-Nov-2022, 12:35:57 PM
Paid Through Challan	: 202216C250075389
Amount in Words	: Seventeen Thousand Five Hundred and Seventy Four Rupees Only

Please Write Below This Line

Maintenance of Communication Towers, Wireless Antennas, Base Radios

THIS AGREEMENT is made at Karachi on this 16th November 2022

BETWEEN

Messers **HR Mobiles Pvt Ltd** a sole proprietorship having its registered office at Office # 1, Mezzanine Floor, Society Apartments, Kashmir road, Karachi, hereinafter called "Supplier / Service Provider", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

AND

Sindh Integrated Emergency and Health Services, a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block 6 PECHS Raazi Road, Karachi, hereinafter called "Company" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

Messers **HR Mobiles Pvt Ltd** and **Sindh Integrated Emergency and Health Services** are hereinafter collectively referred to as the "Parties" and individually as a "Party")

WHEREAS **Sindh Integrated Emergency and Health Services** is a section 42 not-for-profit company focusing on Health and Ambulance Operations based and operating in Pakistan.

AND WHEREAS the Supplier / Service Provider has agreed to provide goods / service and the Company has agreed to take the goods / services as per the terms & conditions, scope of descriptions / specifications) as given in annexures of this agreement.



NOW THEREFORE THIS AGREEMENT WITNESSETH;

Annexure A – General Terms and Conditions

Annexure B – Scope of Work & Delivery Schedule

Annexure C – Price Schedule / Contract Price

Annexure D – Minimum Health Safety Security Environment (HSSE) requirement

IN WITNESS WHEREOF the parties hereto have set their respective hands through their nominated signatories on the day, month and year first above written.

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by

ABID NAVEED

(Name)

[Signature]

(Signature)

CEO-SIEHS

(Designation)



WITNESSES:

Shaikh Nadeer Hussain

(Name)

[Signature]

(Signature)

42101-1614428-3

(CNIC No.)

PERVEZ AHMED

(Name)

[Signature]

(Signature)

42501-8569749-3

(CNIC No.)

For and on behalf of HR Mobiles Pvt Ltd

Urooj Syed

(Name)

[Signature]

(Signature)

SALES MANAGER

(Designation)



WITNESSES:

AGANI JOBAL

(Name)

[Signature]

(Signature)

42101-1670763-1

(CNIC No.)

YASIR RAZA ALI

(Name)

[Signature]

(Signature)

42401-1359115-7

(CNIC No.)



Handwritten initials 'Hy' in the bottom left corner.

Annexure A

GENERAL TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following definitions shall apply to this Agreement except where the context otherwise requires. Words importing the singular include the plural and vice versa where the context requires.

1.1 COMPANY

Company shall mean Sindh Integrated Emergency and Health Services

1.2 COMPANY REPRESENTATIVE

Company Representative shall mean any person nominated to coordinate and deal with the Supplier / Service Provider or with Supplier's / Service Provider's Organization on behalf of the Company. The terms Requestor or End user or Business Unit where used in this Agreement shall have the same meaning as the Company Representative.

1.3 SUPPLIER / SERVICE PROVIDER

Supplier / Service Provider shall mean the person or Company identified in this Agreement or the person or the Company identified in the Purchase Order as the Supplier of Goods / Service. Where the term "Seller" or "Vendor" or "Contractor" appear they shall be taken to mean Supplier / Service Provider.

1.4 SUPPLIER / SERVICE PROVIDER'S ORGANISATION

Supplier / Service Provider's Organization shall mean subsidiaries and/or any other person or Company having an Agreement directly or indirectly with the supplier / service provider for the supply of Goods / Services.

1.5 AGREEMENT OR THE AGREEMENT

Agreement / The Agreement means this agreement.

1.6 GOODS

Goods mean the material and equipment to be supplied by the Supplier or Supplier's Organization as specified in Annexure B and/or the Purchase Order.

1.7 SERVICES

Services shall mean the services to be provided by and execution of work to be done by the Service Provider as specified in Annexure B and/or the Purchase Order.

1.8 PURCHASE ORDER

Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

1.9 INSPECTION

Inspection shall mean Inspection by the Company's Representative of the Goods supplied / Service provided

1.10 DELIVERY

Delivery shall mean the point or location(s) where the Company takes possession of the Goods and Services or a part of the Goods and Services.

1.11 CONFIDENTIAL INFORMATION



Confidential Information means all oral, electronic, and written information and material, in tangible and intangible format (including, without limitation, financial information, irrespective of the form of communication), which whether designated as "Confidential" or not is considered as confidential.

1.12 LAW

Law means any applicable federal, state, or local Law, regulation, rules, or ordinance enforced in Pakistan.

ARTICLE 2

SCOPE OF WORK

2.1 The Supplier / Service Provider shall supply the goods / services according to the specification and description as given in **Annexure B**.

ARTICLE 3

BUSINESS INTEGRITY

3.1 The Supplier / Service Provider shall act in accordance with the provisions of this Agreement, rules and policies of the Company as communicated and:

- a. shall ensure that the goods / services supplied are as per specifications and free from all defects.
- b. should comply with any conditions or warranties provided for by law.

ARTICLE 4

CONTRACT PRICE

4.1 In full consideration of the Supply of Goods / Service provided and of the fulfillment of other obligations under the Agreement, the Company shall, subject to the provisions of the Agreement, pay or cause to be paid to Supplier / Service Provider the contract price of the goods / services in accordance with the provisions of the **Annexure C**.

4.3 The Parties shall defend, indemnify and hold harmless each other from any liability resulting failure to comply with the reporting or other procedural requirements with respect to their payment.

ARTICLE 5

TERMS OF PAYMENT

5.1 In consideration of goods / services supplied / provided as per specifications and verified by the relevant department, the Company will make payment to the Supplier / Service Provider mentioned in **Annexure C**.

5.2 Contract price as specified in **Annexure C** of the Agreement shall remain unchanged during the term of this Agreement unless mutually agreed for any price revision formula / mechanism.

5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made after Thirty (30) days of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.



EXAMINATION & PERFORMANCE GUARANTEE



- 6.1 Company or its designates shall have the right, at any time, to examine the goods supplied / services provided by the Supplier / Service Provider and their performance and to reject any items found to be not in accordance with the provisions of the Agreement or the specifications provided for supply of goods/ services for which the Company shall have sole discretion. No such examination or rejection shall relieve Supplier / Service Provider of any of its obligations and/or liabilities under the Agreement.
- 6.2 Any additional work to be performed or action to be taken by Supplier / Service provider resulting from examination or rejection as referred to in Article 6.1 shall not be regarded as a variation in Supplier / Service Provider's Work and shall be carried out at Supplier / Service Provider's own expense.
- 6.3 The rejected Goods will be replaced by the Supplier / Service Provider at its own cost. In case of failure on the part of the Supplier / Service Provider to replace the rejected equipment or material / service, the Company shall be entitled to deduct the entire cost of the rejected equipment or material from the Supplier's invoices which may be due for payment.
- 6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender T19-2022 in the shape of Pay Order or Demand Draft or a Bank Guarantee in favour of SIEHS issued by a scheduled bank in Pakistan. No interest will be paid on Performance security. The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.
- 6.5 In the event of failure to provide items/services as per contract agreement / work order within the stipulated period, the performance security may be forfeited. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors. If any equipment / instrument or property of SIEHS or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.



ARTICLE 7

INDEMNIFICATION

- 7.1 Supplier / Service Provider hereby agrees and undertakes to indemnify and hold harmless to the Company, its members, subsidiaries, affiliates and joint venture partners, and their respective directors, officers, employees, and agents ("indemnified parties") from and against all proceedings, costs, charges, obligations, liabilities, actions, claims, demands, causes of action, suits, damages, judgments, liens, penalties, and expenses including, without limitation, costs and legal fees which may be rendered against the Company
- 7.2 Without prejudice to the provision of Article 7.1, Supplier / Service Provider shall hold harmless and indemnify Company from and against all liens, attachments or claims by Supplier / Service Provider's Representatives or persons alleging to be Supplier / Service Provider's Representatives in connection with or arising out of Supplier / Service Provider's Work. Company shall have the right to withhold the amount involved in the cost arising out of such lien, attachment or claim from any payment due to Supplier / Service Provider until removal of such lien, or attachment or settlement of such claim by Supplier / Service Provider.

ARTICLE 8

WARRANTY

- 8.1 The Supplier / Service Provider warrants and guarantees that the Goods / Services shall be of good standard and quality and shall comply in all respects with the agreed terms and scope of work, and are carried out by professionals qualified to perform in a timely and efficient manner and with all reasonable, care and skills.
- 8.2 In case of failure of the Supplier / Service Provider to rectify any defects in the Goods / Services as notified by the Company, the Company shall have the rights to deduct an amount equivalent to the value of goods / services from the Supplier / Service Provider's invoices which may be due for payment and/or terminate this Agreement without prejudice to other rights and remedies available to the Company.

ARTICLE 9

TERM & TERMINATION

- 9.1 This Agreement shall remain in full force and effect for a period of **seven (07) months** effective from **December 01, 2022 to June 30, 2023**. Contract can be extended with mutual agreement for a period of further one year (12 months). The contract may further be renewed for next year on mutual consent of both the parties on annual basis, maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period. Upon signing of agreement with successful bidder, the filled bidding documents will be part of agreement. The price for 2nd and 3rd year (if renewed) cannot be more than the annual CPI published by the State Bank of Pakistan and is subject to mutual agreement
- 9.2 Either party will have the option to terminate this Agreement by giving the other party **one (1) month** written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Services.
- 9.3 Breach of any condition of any term of the Contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of **Annexure A** -If the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement immediately without notice and without prejudice to any other rights which may be available to the Company.

In the event of the following, the Company shall have the right to immediately terminate this Agreement without assigning any further reason and without any notice in writing or otherwise.



- a. Supplier / Service Provider fails to comply with any provision of this Agreement, and or fails to comply with local / national laws and directions as and when communicated.
- b. Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.

9.5 If the Company shall elect to terminate this Agreement, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.

ARTICLE 10

FORCE MAJEURE

- 10.1 Neither Party to this Agreement shall be liable for a delay in the execution of the Agreement or for any failure to fulfill any term of the Agreement if such delay or fulfillment has been caused by Force Majeure.
- 10.2 Force Majeure shall for the purpose of the Agreement mean an occurrence, which is beyond the control of the party affected and could not have been overcome or prevented by the exercise of reasonable diligence.
- 10.3 Without prejudice to the generality of Article 10.2 the events falling within Force Majeure include, subject to the conditions of the said Article 10.2, force of nature, lightning, earthquakes, floods, volcanoes, tidal waves, acts of war or public enemy, lockdown due to global pandemic and riots.
- 10.4 On the occurrence of any condition of Force Majeure the Party so affected shall immediately give verbal notice of such an event to the other Party and promptly confirm that notice by letter or email to point of contact.



ARTICLE 11

ASSIGNMENT

- 11.1 Supplier / Service Provider shall not be entitled to assign either in whole or in part any of its rights and obligations to sub-contractor under the Agreement without the prior written consent thereto of the Company.
- 11.2 Any Party to whom the rights and obligations under the Agreement are transferred to sub-contractor shall be bound by all the provisions of this Agreement. In addition to Article 11.1, Supplier / Service Provider shall procure as a condition precedent to any assignment that such assignment shall:
- Be executed in accordance with the provisions of this Agreement;
 - Be executed contemporaneously with a separate specific Agreement in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement;
 - Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement referred to in (b) above has been delivered to Company as a pre-condition to granting the required written consent.

ARTICLE 12

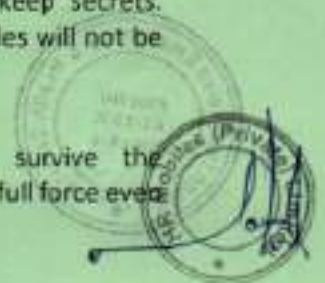
COMPLIANCE WITH LAWS

- 12.1 Supplier / Service Provider its employees and agents shall observe and abide by and shall ensure that its subcontractor shall observe and abide by all applicable laws, rules and regulations in Pakistan in connection with the Agreement including but not limited to those with respect to labor and insurance.
- 12.2 Supplier / Service Provider shall obtain without delay such authorizations, approvals, permits, consents and licenses which are necessary for it to perform the Agreement.
- 12.3 Supplier / Service Provider specifically undertakes that it shall not engage/hire/employ child labor / force labor in line with local labor law, while discharging its contractual duties hereunder.
- 12.4 Without prejudice to any other rights that the Company may have the right to terminate the Agreement or any Contract/Work Statement immediately upon notice in writing if the Supplier / Service Provider violate the provisions of this clause.

ARTICLE 13

CONFIDENTIALITY

- 13.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information explicitly marked confidential without, in each instance, obtaining the express prior written consent of the owner thereof. However, information required to be published publically under SPPRA rules will not be considered as confidential. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets. However, information required to be published publically under SPPRA rules will not be considered as confidential.
- 13.3 The obligation of the Parties under Confidentiality Clause shall survive the termination/expiry/cancellation of this Agreement and remain valid and in full force even after the termination/expiry/cancellation of this Agreement.



ARTICLE 14

WAIVER

14.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement.

ARTICLE 15

APPLICABLE LAW

15.1 The validity, applications, interpretation and implementation of the Agreement and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

ARTICLE 16

JURISDICTION

16.1 The parties shall submit to the exclusive jurisdiction of the Karachi Courts.

ARTICLE 17

LANGUAGE

17.1 For all aspects of the Agreement, the English language shall be the ruling language.

ARTICLE 18

SAFETY

18.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement in order to ensure the safety and health of the personnel of Company, Supplier / Service Provider and third parties.

18.2 Further HSSE requirements are specified in **Annexure D**.

ARTICLE 19

NOTICES

19.1 All notices and other communications to be sent by either party to the other shall be duly communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.

Supplier / Service Provider at:

HR Mobiles Pvt Ltd
Office # 1, Mezzanine Floor,
Society Apartments, Kashmir road,
Karachi

Company at:

Sindh Integrated Emergency and Health Services
Plot # 43-15/K, Block 06, PECHS
Karachi.

19.2 Any notice, documents or other writing required by the Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier telex or facsimile or e-mail, when it is received by the addressee.



Name	Designations	Email Address	Contact Numbers
Muhammad Adnan Saify	Manager IT Infrastructure, Information Technology	adnan.saify@siehs.org	0333-3412414
Tehreem Qazi	Manager Contracts & Procurement	tehreem.qazi@siehs.org	0302-8220595

19.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement or as may otherwise be notified from time to time in writing by one party to the other.

ARTICLE 20

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

20.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the purchase order, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the purchase order forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider's outstanding bills.

ARTICLE 21

SURVIVAL

21.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

ARTICLE 22

ENTIRETY OF THIS AGREEMENT

22.1 No prior stipulation, agreement of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in the provisions of this agreement.

ARTICLE 23

RIGHT TO VARY QUANTITIES

23.1 SIEHS reserves the right to increase and/or decrease originally quantity specified in the tender 19-2022 without any change in unit price or other terms and conditions during the contract period.

The following annexures will form part of this agreement:



- X
- X
- X
- X
- X
- X
- X
- X
- X
- X



Annexure B

SCOPE OF WORK

For Zone 1, 2 & 3 - Maintenance Of Communication Towers, Wireless Antennas, Base Radios

1.1) ANNUAL COMPLETE OVERHAULING & MAINTENANCE OF COMMUNICATION TOWERS (WITHOUT REPLACEMENT OF PARTS) BY COVERING THE FOLLOWING SCOPE OF WORK:

- Cleaning of tower segments and accessories.
- Removal of corrosion from G.I. Pipes / iron bracings.
- Apply of Grease on all tower accessories to prevent from rust / corrosion.
- Tower adjustment, alignment etc.
- Tightening and adjustment of Guises of Tower.
- Adjustment, Pointing and Aligning of SSNPS.
- Re-tightening of tower's segments nut and bolts etc.
- Repairing of Tower Light + Photo System etc.
- Dress up feeder cables, electric and grounding cables.
- Apply of Anti Rusted Primer ICI.
- Apply of two coats of Enamel Paint Red & White Alternative segments ICI/Berger.
- Telecommunication Towers Serviceability Report on the safety of Telecommunication Towers

1.2) QUARTERLY INSPECTION AND MAINTENANCE OF WIRELESS ANTENNAS INSTALLED ON COMMUNICATION TOWERS & AMBULANCES BY:

- Cleaning of antennas already mounted on towers and Ambulances.
- Removal of corrosion.
- Apply of WD-40 for the protection from corrosion.
- Apply of Weather Proofing of Antennas.
- Apply of sealant on antennas to refrain from rain.
- Alignment and adjustment of antennas.
- Dress-up of feeder cables.
- Installation and mounting of antennas on tower etc.
- Dismantling and Re-installation of antennas during service if required.
- Removal of old grease and moisture.
- Apply of new petroleum grease to prevent from corrosion.
- IT technician of SIEHS to verify all locations after completion of work.
- Service provider should get job completion report signed from relevant supervisor of the station and submit it to IT.

1.3) QUARTERLY INSPECTION AND PREVENTIVE MAINTENANCE OF WIRELESS RADIOS, LOCATED AT EACH EMS STATION AND IN AMBULANCE BY.

In order to keep all VHF Equipment in good working condition, quarterly preventive maintenance / servicing will be conducted by Certified Wireless Engineers / Technicians who will be equipped with all relevant testing equipment i.e. Watt Meter, Testing Analyzer, and Laptop for programming or configuration if required. All ambulances will be deeply maintained for which radio base, power lead, RF Antenna cable will be dismantled (if required) from each ambulance and after doing necessary inspection, maintenance, services, tuning it will be re-installed in the presence of SIEHS authorized technician. Although, all out efforts will be made to avert from any unpleasant damage or loss and it will be ensured to conduct all activities safely as well.

- Servicing of Base equipment, Sets and handsets already installed in ambulances and stations to ensure smooth working and performance etc.
- Proper maintenance of batteries of Wireless Radio Base Sets.
- Cleaning & Dusting of Power Supply of Wireless Radio Base.
- Maintenance of Power Supply and Battery with cleaning of battery terminal etc.
- Service provider should get Service Acceptance certificate signed from relevant supervisor of the station and Wireless technician of SIEHS and submit it to IT.

1.4) QUARTERLY INSPECTION AND SERVICE OF WIRELESS TOWERS AT EACH STATIONS and Head Office BY.

- Cleaning of tower segments and accessories.
- Removal of corrosion from G.I. Pipes / iron bracings.
- Apply of Grease on all tower accessories to prevent from rust / corrosion.
- Tower adjustment, alignment etc.



- Tightening and adjustment of Guises of Tower.
- Adjustment, Pointing and Aligning of SSNPS.
- Inspection for re-tightening of loose nut & bolts of tower segments and fitting and fixing of faulty nut & bolts of tower segments.
- Repairing of Tower Light + Photo System etc.
- Service provider should get Service Acceptance certificate signed from relevant supervisor of the station and Wireless technician of SIEHS and submit it to IT.

1.5) HELP DESK / ON CALL SUPPORT AND SERVICE AS REQUIRED IN RESPECT OF REPAIRING / MAINTENANCE OF VHF EQUIPMENT & ANY OTHER INSTALLATIONS / PROJECTS ETC.

- Attend the complaint reported by SIEHS on all Zone 1, 2 and 3 Stations and Head Office as and when required basis within 6 to 7 hours of notifying of complain.
- Complain registered with the service provider after 8pm will be handled the next day.
- Complains can be registered via Email @ it.helpdesk@siehs.org and also on phone @ 0213-5069996 or 0213-8651113.
- The contact persons (PoC) for close liaison with SIEHS will be Ms. Urooj (Cell 0302-2136001)
- Deployment of Engineer / Technician to resolve the complaint.
- Arrange repairing of faulty equipment i.e. VHF Antenna, Mike Cord, Hand Set, Battery Charger, LCD, Base Radio and allied accessories etc.
- Deployment of Engineer / Technician for repairing of tower lights, antennas on call basis.
- Support and Service for the movement of Wireless equipment (i.e. Tower and allied accessories) of station from one location to another location.
- Dismantling of Tower and Re-Installation as required and when required.
- Providing of Transportation for the shifting of wireless equipment as required.
- Providing of services for any civil work i.e. repairing of tower base, guy supports foundations as required for immediate action to meet safety requirements etc.
- Deployment of Wireless Team in case of any emergency call by SIEHS to meet any complaint at any Station whether relates to tower issues, VHF equipment or tower light etc.
- Providing of Electrician as required to meet any complaint at any Station for feeding of power to tower light etc.
- Providing of Resident Wireless Engineer / Technician to extend full support to minimize outage time during wireless services if desired by SIEHS.
- Monthly visits of all stations to ensure that tower lights are functioning regularly specially in low fly zone areas.
- Keep close liaison with all stations supervisors and coordinators to address their issues and resolve within short possible time period relates to wireless towers and equipment's etc.
- To co-ordinate with IT and all stake holders during shifting of any Station or any new assignments relates to Wireless Communication etc.

List location of Towers:

- SRMS Head office - 150ft
- P.E.C.H.S Stations - 120ft
- Johar (Gulshan) Stations - 100ft
- Bin Qasim Stations - 80ft
- North Nazimabad Station - 100ft
- Korangi Station - 100ft

For Zone 3 - Wireless Equipment Maintenance

1.1) Quarterly inspection and maintenance of wireless antennas installed on Communication towers & ambulances

- Cleaning of antennas already mounted on towers and ambulances
- Removal of corrosion
- Apply of WD-40 for the protection from corrosion
- Apply of weather proofing of antennas
- Apply of sealant on antennas to refrain from rain
- Alignment and adjustment of antennas
- Dress-up of feeder cables
- Installation and mounting of antennas on tower etc.
- Dismantling and re-installation of antennas during service if required



- Removal of old grease to prevent from corrosion
- Apply of new petroleum grease to prevent from corrosion
- IT technician of The SIEHS to verify all locations after completion of work
- Service provider should get job completion report from relevant supervisor of the station and submit it to IT

1.2) Quarterly inspection and preventive maintenance of wireless radios, handsets, located at each station and in ambulance

In order to keep all VHF equipment in good working condition, quarterly preventive maintenance/ servicing will be conducted by Service Provider Certified Wireless Engineers/ Technicians who will be equipped with all relevant testing equipment i.e Watt Meter, Testing Analyzer, and Laptop for programming or configuration if required. All ambulances will be deeply maintained for which radio base, power lead, , RF antenna cable will be dismantled from each ambulance and after doing necessary inspection, maintenance, services, tuning it will be re-installed in the presence of SIEHS authorized technician. Although, all out efforts will be made to avert from any unpleasant damage or loss and it will be ensured to conduct all activities safely as well.

- Servicing of base equipment, and handsets already installed in ambulances and stations to ensure smooth working and performance etc.
- Cleaning and dusting of power supply of VHF radio base
- Maintenance of power supply and battery with cleaning of battery terminal etc
- Service provider should get service acceptance certificate signed from relevant supervisor of the station and wireless technician of ACHS and submit it to IT

1.3) Delivery time for repairing items:

The following is delivery time period of such items whose repairing and maintenance is required to be done:

1	VHF base radio	4 – 5 days for repairing and handing over
2	LCD repairing	2 – 3 days for repairing and handing over
3	Power supply	2 – 3 days for repairing and handing over
4	Fibre glass antenna	1 – 2 days for repairing and handing over
6	Maintenance of tower	2 days required
7	Repairing / replacement of parts	2 – 3 days required
8	New tower erection / installation	3 – 5 days required

1.4) Number of existing stations & offices of SIEHS – Zone - III:

Sr.#	City	Complete Address
1	Thatta	Civil Hospital Makli, beside Dialysis Ward, District Thatta
2	Sujawal	District Head Quarter Hospital, District Sujawal
3	Bathoro	Banglow #01, Taluka Head Quarter Mirpur Bathoro, District Sujawal
4	Sakro	Village Ilyas Wayro near PSO Pump Mirpur Sakro Road, Sakro, District Thatta.

1.5) Equipment site visit charges are not part of scope, equipment will be handed over to the service provider for repairing from SIEHS, Karachi

For Zone 3 - Towers Maintenance Services

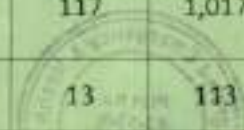
1.1) Annual complete overhauling & maintenance of communication towers without replacement of parts covering the following scope of work:

- Cleaning of tower segments and accessories
- Removal of corrosion from G.I. pipes / iron bracings
- Apply of grease on all tower accessories to prevent from rust / corrosion
- Tower adjustment, alignment etc.
- Tightening and adjustment of guses of tower
- Adjustment, pointing and aligning of SSNPS
- Re-tightening of tower light + photo system etc.



Annexure C
PRICE SCHEDULE / CONTRACT PRICE

S.NO	ITEM DESCRIPTION	UOM	QTY.	UNIT PRICE	TAX	TAX PRICE	UNIT PRICE WITH TAX	AMOUNT IN PKR (INCL. TAX)
1	ANNUAL OVERHAULING & MAINTENANCE OF COMMUNICATION SERVICES	FEET	970	900	13%	117	1,017	986,490
2	QUATERLY MAINTENANCE OF WIRELESS ANTENNAS ON COMMUNICATION TOWERS & AMBULANCE	EACH	110	300	13%	39	339	37,290
3	QUATERLY MAINTENANCE OF WIRELESS EQUIPMENT	EACH	339	300	13%	39	339	114,921
4	QUATERLY INSPECTION & MAINTENANCE TOWERS	FEET	2010	100	13%	13	113	227,130
5	PAINT SERVICE ZONE 1 & 2	FEET	670	450	13%	59	509	340,695
6	SITE VISIT CHARGES ZONE 1 & 2	EACH	24	5,000	13%	650	5,650	135,600
7	REPLACEMENT OF TOWER GUY WIRE WITH ALLIED ACCESSORIES SERVICES	FEET	300	900	17%	153	1,053	315,900
8	PROVIDING AND INSTALLATION OF NEW TOWER LIGHT WITH CABLING	EACH	8	6,000	17%	1,020	7,020	56,160
9	SERGE ARRESTING SYSTEM SERVICES	EACH	3	12,000	17%	2,040	14,040	42,120
10	DISMANTLING OF OLD TOWER FOR SHIFTING PURPOSE SERVICES	FEET	300	650	13%	85	735	220,350
11	CIVIL WORK REQUIRED FOR TOWER PLACEMENT SERVICES	JOB	10	12,000	13%	1,560	13,560	135,600
12	TRANSPORTATION OF MATERIAL FOR MOVEMENT OF VHF SERVICES	JOB	2	10,000	13%	1,300	11,300	22,600
13	REPAIRING OF BASE STATION SERVICES	EACH	24	2,500	13%	325	2,825	67,800
14	REPAIRING OF ANTENNA SET SERVICES	EACH	6	700	13%	91	791	4,746
15	REPAIRING OF MIKE SERVICES	EACH	20	1,000	13%	130	1,130	22,600
16	REPAIRING OF POWER SUPPLY SERVICES	EACH	13	1,000	13%	130	1,130	14,690
17	INSTALLATION, RELOCATION OF ANTENNAS AND LAYING OF RF CABLES SERVICES	JOB	6	8,000	13%	1,040	9,040	54,240
18	PROVIDING & INSTALLATION OF ANTENNA WIBE (METAL) SERVICES	EACH	24	1,250	17%	213	1,463	35,100
19	PROVIDING OF ANTENNA FOR VEHICLES SERVICES	EACH	15	4,500	17%	765	5,265	78,975
20	PROVIDING OF RADIO BASE POWER CABLE SERVICES	EACH	20	3,000	17%	510	3,510	70,200
21	PROVIDING OF FIBRE GLASS ANTENNA FOR TOWER SERVICES	EACH	6	25,000	17%	4,250	29,250	175,500
22	REPLACEMENT OF PCB /FRONT PANEL / SAV.32 IC OF ICOM F-III. SERVICES	EACH	3	20,000	17%	3,400	23,400	70,200
23	POWER SUPPLY TRANSFORMER REPLACEMENT SERVICE	EACH	5	6,000	17%	1,020	7,020	35,100
24	NEW MATERIAL FOR TOWER INSTALLATION WITH ALLIED ACCESSORIES SERVICES	FEET	300	3,000	17%	510	3,510	1,053,000
25	VHF ANTENNA CONNECTOR N-TYPE MALE / FEMALE	EACH	6	600	17%	102	702	4,212
26	ANNUAL OVERHAULING & MAINTENANCE OF COMMUNICATION SERVICES - ZONE 3	FEET	600	900	13%	117	1,017	610,200
27	QUATERLY INSPECTION & MAINTENANCE TOWERS - ZONE 3	FEET	2400	100	13%	13	113	271,200



Annexure D

MINIMUM HEALTH SAFETY SECURITY ENVIRONMENT (HSSE) REQUIREMENT

1. Appropriate Equipment
 - a. Appropriate equipment /tools are shall be issued to workers for use in their corresponding activity or task.
 - b. A safety harness shall be used while working at heights.
 - c. Special tools and equipment shall be issued to workers for specific jobs who are trained for proper use of such equipment.

2. Personal Protective Equipment (PPEs)
 - a. The Supplier / Service Provider shall provide all staff/workers with the appropriate personal protective equipment.
 - b. The proper use of personal protective equipment shall be monitored as part of the Contractor's regular inspection at the job site.
 - c. The Contractor shall arrange with the Company Representative for the proper storage of PPE's at the job site. This shall be discussed in the Pre-job Safety meeting.

3. Kick-off meeting
 - a. A Kick-off meeting shall be held prior to the start of work. The objective of this meeting is to achieve full and effective preparedness with the Contractor before execution of the job.

General Safety Requirement

1. Safety Philosophy and Contractors Responsibilities

All construction/maintenance contractors working at Company's sites should follow the philosophy of:

- a. No unsafe practices
- b. No unsafe working conditions
- c. To observe all safety regulations
- d. To prevent equipment damages at all construction/maintenance sites.

Based upon this philosophy, following are the Contractor's responsibilities:

- a. Learn and follow the safety rules and regulations applicable to the job.
- b. Follow the job instruction given by the Supervisor and always seek clarification from him in case of any confusion.
- c. Use proper tools and personal protective equipment.
- d. Remove all hazardous conditions at work sites.
- e. Report all accidents, incidents and near misses
- f. Provide all safety gear to his workforce and ensure its regular use while performing work.
- g. Obtain all work permits required for the type of job.

Any violation of above requirements may lead to termination of a contract

2. Personal Protective Equipment

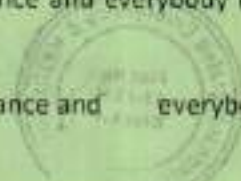
Contractor's personnel working on the Company installations/maintenance must wear and use the following appropriate personal protective equipment/gear. These equipment(s) must be in perfect working order and unusable equipment must be destroyed.

Overalls: are mandatory on all Company installations/maintenance and everybody must wear it during work.

Hard Hats: are mandatory on all Company installations/maintenance and everybody must wear it during work.

Safety Shoes: are mandatory on all Company installations/maintenance and everybody must wear it during work.

Safety Harness: Must be worn while working at heights of 06 feet or more on platforms without handrail, or while working outside handrails.



Eye Protectors: Suitable safety spectacles, splash and welding goggles or face shield must be worn to protect the eyes against dust, grit, splashes, welding area sparks and flying particles.

Ear plugs/Ear Muffs: In areas of excessive noise hearing protection must be used. In low risk areas ear plugs and for high risk areas ear muffs are recommended, and must be used by all personnel.

Rubber boots: Are used to protect against Chemical splashes and in areas of water, wet mud or sediment.

Gloves: Appropriate gloves according to the nature of work should be worn for all jobs.

3. Fire Control

Any work using tools or equipment that produce hot sparks, or using flames or high temperature, require a hot work permit before the work can be started.

During hot work, a water hose or at least one dry chemical powder fire extinguisher must be placed nearby for immediate use on a fire. While working on elevations have a fire extinguisher handy and protect the area below from falling sparks by keeping it wet.

Use the fire protection equipment as trained. Avoid delays as prompt action is vital to effective fire control. If managed to extinguish the fire flame successfully, make sure that the fire is completely out. Watch for possible re-flash and be ready to snuff it out again.

Tower Climbing – Safety Measures

1. Service Provider to assure that tower climbers and ground crew employees should know how to report unsafe conditions and should follow the applicable reporting process whenever they discover unsafe conditions.
2. All work crews need to have and use proper safety equipment at all times. No work should be done if proper safety equipment is unavailable or the safety equipment available is not functioning properly.
3. All climbing work should include comprehensive safety planning, including a Job Hazard Analysis (JHA) and an Emergency Action Plan (EAP) for every job site.
4. Work crews should not work at heights when weather conditions raise safety risks.
5. No member of a work crew should work at heights if their physical or mental health is impaired. For example, if a member of a work crew is taking medication that affects his or her physical abilities (such as over-the-counter cold and flu medication that can cause drowsiness), he or she should not climb or work at elevations.
6. Work crews should promptly report issues with any safety device and cease operations if the safety device is compromised.
7. Work crews should continually seek to enhance their safety skills and awareness through regular trainings and stand-downs.
8. Particular attention should be paid to inspections, including equipment inspections (such as inspections of tools, hoisting and rigging equipment, and other machinery) and inspections of personal protective equipment.
9. Service provider needs to ensure that there is a competent person on site. This person should monitor the mental and physical well-being of climbers on his or her team. The competent person should have authority to stop an unfit employee from climbing and should be expected to exercise that authority whenever necessary to ensure the safety of employees at the site

X
X
X

