# 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. SERVICES	SINDH INTEGRATED EMERGENCY AND HEALTH.
2)	PROVINCIAL / LOCAL GOVT / OTHER	PROVINCIAL
3)	TITLE OF CONTRACT	SLA FOR UPS R&M OF DATA CENTRE
4)	TENDER NUMBER	TENDER 21-2022
5)	BRIEF DESCRIPTION OF CONTRACT	R&M OF UPS DATA CENTRE AGREEMENT
6)	FORUM THAT APPROVED THE SCHEME	BUDGET APPROVED BY BOD
7)	TENDER ESTIMATED VALUE	PKR 1.035,388/-
8)	ENGINEER'S ESTIMATE (For civil works only)	NOT APPLICABLE
9)	ESTIMATED COMPLETION PERIOD (AS P	PER CONTRACT) 15 <sup>TH</sup> NOVEMBER 2023
10)	TENDER OPENED ON (DATE & TIME)	24 <sup>TH</sup> SEPTEMBER 2022 AT 11:00 AM
11)	NUMBER OF TENDER DOCUMENTS SOLI (Attach list of buyers)	D ONLY 01
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 (Enclose a copy)	ATTACHED
15)	NAME AND ADDRESS OF THE SPECESSI PECHS, KARACHI	UL BIDDER M.S. CNS ENGINEERING, 43/6-DI BLOCK 06
16)	CONTRACT AWARD PRICE	PKR 2.165.927.50
17)	RANKING OF SUCCESSFUL BIDDER IN F (i.e. 1st, 2st, 3st EVALUATION BID).	VALUATION REPORT ONLY OF BIDDER SUBMITTED BID & TECHNICALLY QUALIFIED
18)	METHOD OF PROCUREMENT USED : - (Ti	ick one)
	a) SINGLE STAGE - ONE ENVELOPE	PROCEDURE X Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE ✓
	e) TWO STAGE BIDDING PROCEDUR	RE X
	d) TWO STAGE - TWO ENVELOPE B	MDDING PROCEDURE_X
	PLEASE SPECIFY IF ANY OT	THER METHOD OF PROCUREMENT WAS ADOPTED 1.e.
	EMERGENCY, DIRECT CONT	TRACTING ETC. WITH BRIEF REASONS:

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31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes		
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32) ANY DEVIATION FROM SPECIFICATIONS (If yes, give details)	GIVEN IN THE TENDER	NOTICE / DOCUMENTS	
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	No	1	
33) WAS THE EXTENSION MADE IN RESPONS	SE TIME? Yes		
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37) WERE PROPER SAFEGUARDS PROVIDED CONTRACT (BANK GUARANTEE ETC.)?	ON MOBILIZATION ADV.	Yes No	П
		NOT APPLICABL	E
38) SPECIAL CONDITIONS, IF ANY			
(If yes, give Brief Description)	Yes		
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gnature & Official Stamp of			

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

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# PUNJAB PROCURMENT REGULATORY AUTHORITY Government of The Punjab

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Blacklisted Firm (Graph View)

LIST VIEW

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## Integrity Pact

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

Contract Number: Tender 21-2022 Dated: 23rd November 2022

Contract Value: PKR 2,165,927.50 (for one year, till November 15, 2023)

Contract Title: SLA FOR APC BRANDED UPS & ISOLATION TRANSFORMERS R&M

OF DATA CENTRE

CNS Engineering 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, <u>CNS Engineering</u> 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.

<u>CNS Engineering</u> 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.

<u>CNS Engineering</u> 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, <u>CNS Engineering</u> 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by <u>CNS Engineering</u> 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

CNS ENGINEERING

Fax: +92 42 32560258

Web: www.ons-e.com

 Building No. 40, Northern Strip Sector E-11/2 Islamabad - Pakiston.
 Int.: +92 51 2706630, 2706631

Fax: +92 51 2706632 Web: www.cns-e.com House 43/16-D, Block-6 RE.G.H.S Karachi - Pakistan Tel.: +92.21.34313977 Fax: +92.21.34380899

CNS Engineering

Web: www.cns-e.com

Contract Reference No: APC-UPS/R&M/SIEHS 2022 -2023, Tender reference 21-2022 Data Centre UPS (Repair & Maintenance SLA)

Between

**CNS Engineering** 

And

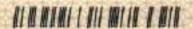
Sindh Integrated Emergency and Health Services

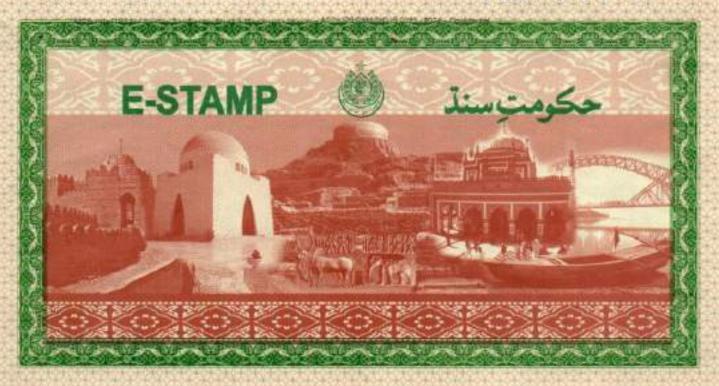
For

APC Branded UPS and Isolation Transformers Repair & Maintenance Services









# NBP-0144-2211080001387127

# GoS-KHI-ECB4FD93FF2EB2EB

# Non-Judicial

Description Contract - 15(a)

Principal Sindh Integrated Emergency & Health Services [00000000]

 Contractor
 CNS Engineering (09608067)

 Applicant
 Shoalb Shamoon (42201-8751479-9)

Stamp Duty Paid by CNS Engineering [09608067]

Issue Date 06-Nov-2022, 01-44:30 PM Paid Through Challan 2022288289EEEDFF

Amount in Words Seven Thousand Five Hundred and Seventy Nine Rupees Only

Please Witte Selene Storture

Rs 7,579/-

#### APC Branded UPS & Isolation Transformers R&M Services

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

#### BETWEEN

Messer's <u>CNS Engineering</u> a company having its registered office at <u>43/16/D/1</u>, <u>8lock 6</u>, <u>P.E.C.H.S.</u>, <u>Shahrah-e-Faisal</u>, <u>Karachi</u> 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 Razzi 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.

Messer's CNS Engineering and Sindh Integrated Emergency and Health Services are hereinafter collectively referred to as the "Parties" and incluidually 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.

WHEREAS the Supplier / Service Provider has agreed to provide goods / services any has agreed to take the goods / services as per the terms & conditions, scope of ations / specifications) as given in unnexures of this agreement.



# NOW THEREFORE THIS AGREEMENT WITHESSETH;

Annexure A - General Terms and Conditions

Annexure 8 - Scope of Work & Delivery Schedule

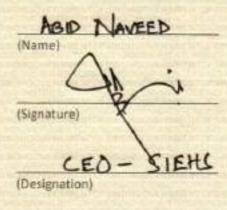
Annexure C - Price Schedule / Contract Price

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





WITNESSES:

(Signature)

42101-1614428-3 (CNIC No.)

(CNIC No.)

For and on behalf of CNS Engineering

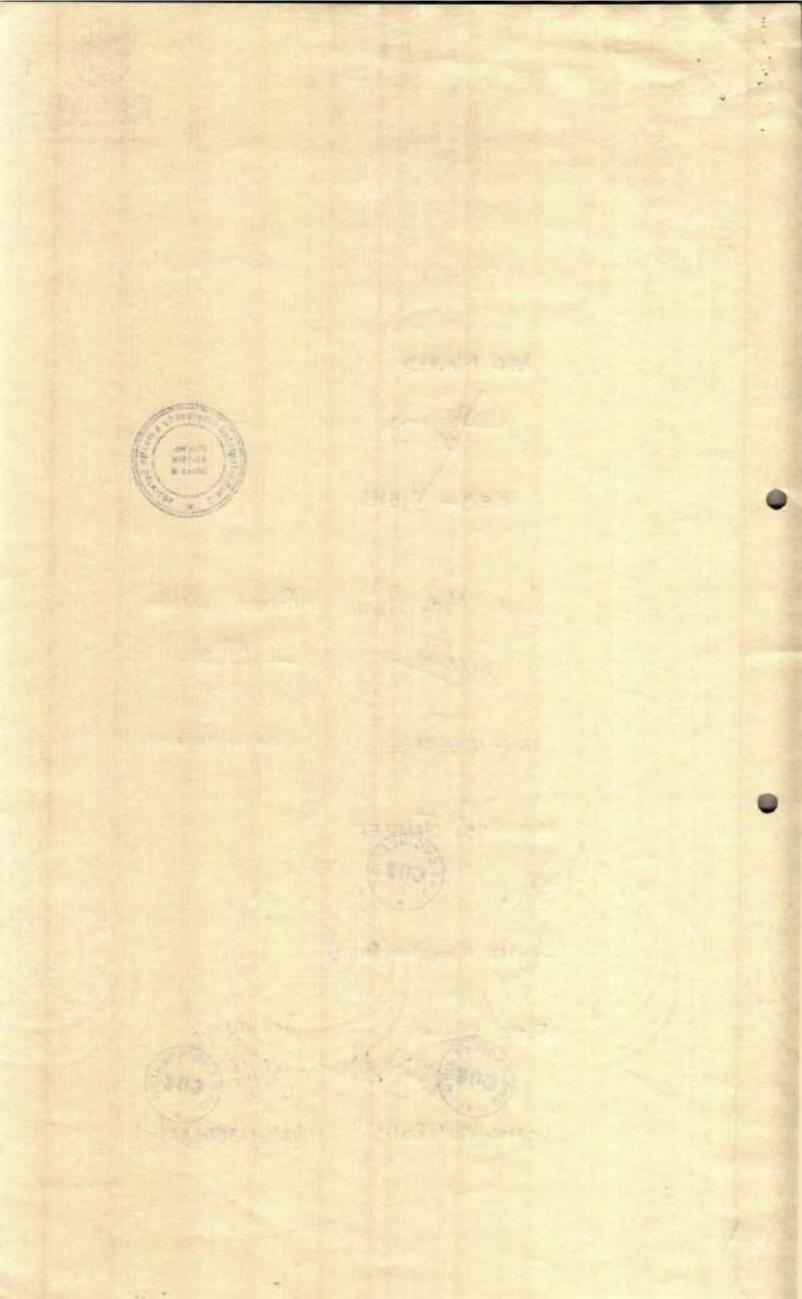
MUHAMMAD (Signature)

Service Manager (South) (Designation)

WITNESSES:

42401-9724801-5

(CMIC No.)



# 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 "Contactor" 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.



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 end of each quarter after 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.





#### ARTICLE 6

# **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.

#### 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**



This Agreement shall remain in full force and effect for a period of one (01) year effective from November 16, 2022 to November 15, 2023. However, 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.
- 9.4 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.
  - 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.
- 9.6 If the successful bidder fails to provide the satisfactory services, the SIEHS shall be entitled with the option to cancel the contract and recover the damages besides forfeiture of Performance Guarantee. SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract

# **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;
  - c. 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 without, in each instance, obtaining the express prior written consent of the owner thereof. 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.



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.

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#### 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:

CNS Engineering 43/15/I/3, Block 6, PECHS, Shahrah-e-Faisal, 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.

The following annexures will form part of this agreement:

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#### Annexure B

#### SCOPE OF WORK

- Contract will provide 24x7x365 days Support.
- Technical person should be available at site within 2 hours.
- Same module Backup will provide if the faulty UPS need to send the vendor. (Keep redundancy as configured)
- Batteries & UPS health checking/ Preventive Maintenance on quarterly basis.
- The contract will include repair, maintenance and replacement of Parts & batteries
- If the faulty UPS needs to remove from the location, immediate backup will be provided by the contractor.

#### Maintenance scope will include

- Cleaning of equipment and logging of all measurements taken
- · Checking the mechanical soundness of all UPS components
- Simulation of operation and, if necessary, making adjustments to the electronic control circuits etc.
- Checking and adjustment of all electronic supervisory and alarm circuits
- Control checks on all thyristors, diodes, and transformers and filter elements.
- · Advice of any parts found defective and replace
- Checking of internal batteries
- Compile comprehensive maintenance report

#### Parts / tools

 Vendor will be responsible to provide parts/tools for the repair and maintenance of equipment

#### Preventive Maintenance

 During the contract period contractor will provide four (4) preventive maintenance visits to keep the equipment operational.

# Repair scope will include

- Service Provider shall repair equipment/ parts (i.e. UPS, power module, etc.) if any of those become faulty.
- If faulty equipment/ parts (i.e. UPS, power module, etc) are not repairable, Service Provider shall provide replacement of that equipment/ part.
- Service Provider shall replace batteries if any battery is becoming faulty or weak and backup time is reduced as a result.

#### **Backup Equipment**

- In order to provide minimum outage during services or minimum down time, Service Provider shall provide backup equipment in place of any faulty equipment to maintain smooth operation.
- Due to critical nature of services, Service Provider shall provide following inventory at Customer's premises which can be kept in a safe custody as specified by Service Provider.
  - 1. 20KVA Power Module
  - 2. MIM or RIM of Symmetra LX UPS
  - SNMP Card of 16 & 20 kva UPS





# **Complaint Handling Time**

# Response Time

Service Provider shall respond to complaints. Lodged by SIEHS according to the following timelines.

S.No	Complaint lodging	Response Time
1	Mon-Sun 24 hours	1-2 Hours

# Repair Time

Service Provider shall repair the faults of equipment in following timelines.

S.No	Type of Fault	Repair Time
1	Minor fault*	1-3 Hours
2	Major fault*	1-3 Days

# **Equipment Covered Under This Agreement**

Following equipment will be covered under this agreement:

S.No	Equipment Description	Serial No
1	APC Smart SUVTP20KH3B4S (with parts and batteries)	PS1204130393
2	APC Smart SUVTP20KH384S (with parts and batteries)	PS0933240782
3	APC Symmetra SYA16K161 (with parts and batteries)	PD0550131596

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# Annexure C PRICE SCHEDULE / CONTRACT PRICE

S. No	Item Name	Rate	Tax	Tax Unit	Amount incl. tax
1	APC UPS and Isolation Transformer Maintenance Service – Annual Amount	1,916,750.00	13%	249,177.50	2,165,927.50

Payment Term: Payment will be made after end of each quarter after submission of correct invoice

Penalty: In case of delay or incomplete delivery / services beyond the given timeline or any extended period duly approved by SIEHS, 0.33% of total amount of the Purchase Order/Contract will be charged as penalty per day up to a maximum of 10%. In case if the delivery is still delayed beyond the extended timeline, SIEHS may resort to cancellation of the order with no liabilities towards SIEHS

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#### Annexure D

#### MINIMUM HEALTH SAFETY SECURITY ENVIRONMENT (HSSE) REQUIRMENT

#### 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)

- The Supplier / Service Provider shall provide all staff/workers with the appropriate personal protective equipment.
- 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 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 sites.

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

- Learn and follow the safety rules and regulations applicable to the job.
- 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
- Provide all safety gear to his work force 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 must wear and use the following appropriate personal protective equipment. These equipment(s) must be in perfect working order and unusable equipment must be destroyed.

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

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

Safety Shoes: are mandatory on all Company installations and everybody must wear 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.

#### Hazardous Warnings:

- 1. All the battery maintenance and servicing procedures involving internal access need special tools or keys and should be carried out only by trained personnel of service provider. Special care should be taken when working with the batteries associated with this equipment. When connected together, the battery terminal voltage will exceed 400vdc and is potentially lethal. Battery manufacturers supply details of the necessary precautions to be observed when working on, or in the vicinity of, a large bank of battery cells. These precautions should be followed implicitly at all times. Particular attention should be paid to the recommendations concerning local environmental conditions and the provision of protective clothing, first aid and fire-fighting facilities.
- The components that can only be accessed by opening the protective cover with tools cannot be operated by user. Only qualified service personnel are authorized to remove such covers.
- All the equipment maintenance and servicing procedures involving internal access need special tools and should be carried out only by trained personnel. The components that can only be accessed by opening the protective cover with tools cannot be maintained by user.
- All the battery maintenance and servicing procedures involving internal access need special tools or keys and should be carried out only by trained personnel.
- When connecting the battery, the battery terminal voltage will exceed 400Vdc and is potentially lethal.
  - a. Eye protection should be worn to prevent injury from accidental electrical arcs.
  - b. Remove rings, watches and all metal objects. Only use tools with insulated handles.
  - c. Wear rubber gloves.
  - d. If a battery leaks electrolyte, or is otherwise physically damaged, it must be replaced, stored in a container resistant to sulfuric acid and disposed of in accordance with local regulations.
  - e. If electrolyte comes into contact with the skin, the affected area should be washed immediately with water

Plot No.
43-15/K
Block-d

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Prior to cabling the UPS, confirm the status and positions of the switches of the UPS rectifier input power supply / bypass power supply and mains power distribution board. Ensure that

these switches are opened and attached with WARNING label so as to prevent unauthorized operation to these switches

 If it is required to maintain the modules, the cabinet is opened for internal maintenance after waiting for 10 minutes in order that the capacitor voltage in the internal DC bus automatically discharges.

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