#### SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

### CONTRACT EVALUATION FORM

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

• >	NUMBO	E THE ORGANIZATION / DEPTH	DR. RUTH K.M. PFAU, CIVIL HOSPITAL KARACHI
1)		F THE ORGANIZATION / DEPTT.	PROVINCIAL
2)		CIAL / LOCAL GOVT./ OTHER	SECURITY SERVICES
3)		F CONTRACT	No. MS/DR.RKMP-CHK//2017-2018/769
4)		NUMBER ESCRIPTION OF CONTRACT	SECURITY SERVICES @ DRKMP - CHK
5)		THAT APPROVED THE SCHEME	
6)			REGULAR BUDGET
7)		ESTIMATED VALUE	Rs. 16.500 Million
8)	(For civil	ER'S ESTIMATE works only)	NOT APPLICABLE
9)	ESTIMA	TED COMPLETION PERIOD (AS PE	ER CONTRACT) 1 Year or till the finalization of next tender
		OPENED ON (DATE & TIME)	13-02-2018 at 12.00 Noon
11)		R OF TENDER DOCUMENTS SOLD st of buyers)	(09) Nine
12)	NUMBE	R OF BIDS RECEIVED	(09) Nine
13)	NUMBE	R OF BIDDERS PRESENT AT THE T	TIME OF OPENING OF BIDS (09) Nine
		LUATION REPORT	Hoisted @ SPPRA ID # 690/2018
15)	NAME A	ND ADDRESS OF THE SUCCESSFU	UL BIDDER M/s. Rapid Security Guards (Pvt.) Ltd.
16)	CONTRA	ACT AWARD PRICE	Rs. 1,670,700/- Per Month
17)		G OF SUCCESSFUL BIDDER IN EV nd, 3 <sup>rd</sup> EVALUATION BID).	ALUATION REPORT 1st M/s. Rapid Security Guards (Pvt.) Ltd.
			2nd M/s. Sakru Security (Pvt.) Ltd.
			3rd M/s. Achtuing Security (Pvt.) Ltd.
18)	МЕТНОІ	O OF PROCUREMENT USED : - (Tig	ck one)
	a) .	SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local
	b) :	SINGLE STAGE – TWO ENVELOPE	PROCEDURE YES
	c)	TWO STAGE BIDDING PROCEDUR	RE N/A
	d)	TWO STAGE – TWO ENVELOPE BI	DDING PROCEDURE N/A
		PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e. G ETC. WITH BRIEF REASONS:

19)	MEDICAL SUPERINTENDENT CIVIL HOSPITAL KARACHI 9) APPROVING AUTHORITY FOR AWARD OF CONTRACT				
20)	WHETI	HER THE PROCUREMENT WAS INCLUDED IN	N ANN	UAL PROCUREMENT PLAN?  Yes	
21)	ADVER	RTISEMENT:			
	i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	REPORT ID 690/2018 09th March 2018	
			No		
	ii)	News Papers (If yes, give names of newspapers and dates)	Yes	Daily DAWN, Daily JANG & Daily KAWISH dated 22-01-2018	
			No		
22)	NATUR	RE OF CONTRACT		Domestic/ i.ocal	
23)	WASIN	HER QUALIFICATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	Yes V No	
24)	WAS IN	HER BID EVALUATION CRITERIA NCLUDED IN BIDDING / TENDER DOCUMEN enclose a copy)	TS?	Yes V No	
25)		HER APPROVAL OF COMPETENT AUTHORIT DD OTHER THAN OPEN COMPETITIVE BIDD		S OBTAINED FOR USING A  Yes V No	
26)	WAS B	ID SECURITY OBTAINED FROM ALL THE BI	DDER	Yes V No	
27)		HER THE SUCCESSFUL BID WAS LOWEST E EEST EVALUATED BID (in case of Consultancies		ATED Yes / No	
28)		HER THE SUCCESSFUL BIDDER WAS TECHN LIANT?	NICAL	LY Yes V No	
29)		HER NAMES OF THE BIDDERS AND THEIR IME OF OPENING OF BIDS?	QUOT	Yes No :	
30)		HER EVALUATION REPORT GIVEN TO	BIDD	ERS BEFORE THE AWARD OF	
	CONTI (Attach	copy of the bid evaluation report)		Yes / No	

31)	ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
		No	Not Received
32)	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN T	THE TI	ENDER NOTICE / DOCUMENTS
	(If yes, give details)	Yes	
		No	No
33)	WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
		No	No
34)	DEVIATION FROM QUALIFICATION CRITERIA		,
31)	(If yes, give detailed reasons.)	Yes	
		No	No
35)	WAS IT ASSURED BY THE PROCURING AGENCY TO BLACK LISTED?	ГНАТ	THE SELECTED FIRM IS NOT Yes   V   No
36)	WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF WISIT (If yes, enclose a copy)	PROC	UREMENT? IF SO, DETAILS TO BROAD:
			Yes No ✓
37)	WERE PROPER SAFEGUARDS PROVIDED ON MOB THE CONTRACT (BANK GUARANTEE ETC.)?	ILIZA	Yes No
38)	SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	Till the finalization of the next tender
		No	No.
	0 `		
	re & Official Stamp of horized Officer		
EOD OFFIC	(Procurement)		
FOR OFFIC	CE USE ONLY Civil Hospital Karachi		

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

Print Save Reset



# OFFICE OF THE MEDICAL SUPERINTENDENT DR. RUTH K.M. PFAU, CIVIL HOSPITAL, KARACHI

No.MS/CHK/2017-18/ 939

Dated: 14-3-2018

M/s. Rapid Security Guards (Pvt.) Limited

Suite # 2, Al-Karam Building Main Shahrah-e-Liaquat, Near Regal Chowk Saddar, Karachi

Attn:

Mr. Rashid Khan, Director

SUBJECT:

LETTER OF INTENT FOR SECURITY SERVICES @ DR. RUTH K.M. PFAU, CIVIL

HOSPITAL KARACHI.

We are pleased to inform you that your offer for job of "Security Services" has been accepted, being found responsive bid.

The terms & conditions for award of this job are subject to the agreement and condition as laid out in the following correspondence.

S	S.#	Reference Correspondence
	01	Tender Enquiry No. MS(Dr.RKMP/CHK)/2017-18/769, 18 <sup>th</sup> January, 2018
	02	Your Bid dated: 13 <sup>th</sup> February,2018 in response to our above reference Tender Enquiry

The job shall be awarded to you for arranging the following staff at an amount not exceeding Rs. 1,670,700/- Per Month (Rupees: One Million Six Hundred Seventy Thousand Seven Hundred Only) which is inclusive of all taxes, however the payment will be made to you on satisfactory Security Services performances basis done by your firm as per following schedule of requirement and fulfillment of Terms & Conditions.

S. #	Particular of Post(s)	Required Staff	Per Staff	Per Month
01	Head Supervisors  Ex Military / Para Military Force with Good Health (Non Commissioned)	01	Rs. 19,000/-	Rs.19,000/-
02	Supervisors Ex Military / Para Military Force with Good Health (Non Commissioned)	10	Rs. 16,000/-	Rs. 160,000/-
03	Security Guards Ex Military / Para Military Force with Good Health	20	Rs. 15,575/-	Rs. 311,500/-
04	Security Guards (Civilian) Good Health and Matriculation Passed (As per Police Standard)	70	Rs. 15,325/-	Rs. 1,072,750/-
05	Lady Searcher Good Health and Matriculation Passed	06	Rs. 15,325/-	Rs. 91,950/-
06	Security Clerk: Intermediate	01	Rs. 15,500/-	Rs.15,500/-
	Total =	108	Grand Total =	1,670,700/-



- 1. You are requested to submit performance security amount **Rs.** 400,968.00 equivalent to 2% of the contract value in the form of Pay Order or Demand Draft or Bank Guarantee from any scheduled bank in favour of undersigned within 07 days of issuance of this letter.
- 2. Formal contract on Non Judicial Stamp Paper of Rs.100/- will be signed within 07 days after submission of the Performance Security.

# **MEDICAL SUPERINTENDENT**DR. RUTH K.M. PFAU, CIVIL HOSPITAL KARACHI

#### Copy to the:

- 1. Accountant General Sindh Karachi
- 2. AMS (Admin) Dr. Ruth K.M. Pfau, Civil Hospital Karachi
- 3. AMS (General), Dr. Ruth K.M. Pfau, Civil Hospital Karachi
- 4. AMS (Security), Dr. Ruth K.M. Pfau, Civil Hospital Karachi
- 5. AMS (I.T.), Dr. Ruth K.M. Pfau, Civil Hospital Karachi Please arrange registration of the above said security staff for their attendance on the Face ID Machine
- 6. Director (A&F) SPPRA w.r to SPPRA Sr. # 36409, Evaluation Report ID # 690/2018
- 7. Accounts Officer, Dr. Ruth K.M. Pfau, Civil Hospital Karachi.

MEDICAL SUPERINTENDENT DR. RUTH K.M. PFAU, CIVIL HOSPITAL KARACHI



## OFFICE OF THE MEDICAL SUPERINTENDENT DR. RUTH K.M. PFAU, CIVIL HOSPITAL, KARACHI

No.MS/CHK/2017-18/ 950 Dated: 19 3 2018

M/s. Rapid Security Guards (Pvt.) Limited

Suite # 2, Al-Karam Building Main Shahrah-e-Liaquat, Near Regal Chowk Saddar, Karachi

AWARD OF CONTRACT FOR SECURITY SERVICES @ CIVIL HOSPITAL SUBJECT: KARACHI.

We are pleased to award you the job of "Security Services" for a period of one year with effect from 1<sup>st</sup> April, 2018 (or till the finalization of the next tender).

The job is being awarded to you for arranging the following staff at an amount not exceeding Rs. 1,670,700/- Per Month (Rupees: One Million Six Hundred Seventy Thousand Seven Hundred Only) which is inclusive of all taxes, however the payment will be made to you on satisfactory Security Services performances basis done by your firm during the above said period.

S. #	Particular of Post(s)	Required Staff	Per Staff	Per Month
01	Head Supervisors	01	Rs. 19,000/-	Rs.19,000/-
02	Supervisors	10	Rs. 16,000/-	Rs. 160,000/-
03	Security Guards (Ex-Armed Forces)	20	Rs. 15,575/-	Rs. 311,500/-
04	Security Guards (Civilian)	70	Rs. 15,325/-	Rs. 1,072,750/-
05	Lady Searcher	06	Rs. 15,325/-	Rs. 91,950/-
06	Security Clerk	01	Rs. 15,500/-	Rs.15,500/-
	Total =	108	Grand Total Rs. =	1,670,700/-

Please mobilize your resource and take over the job from existing contractor with effect from 1st April, 2018.

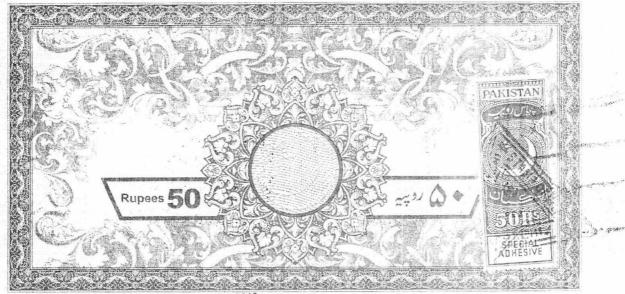
> MEDICAL SUPERINTENDENT CIVIL HOSPITAL, KARACHI

#### Copy to the:

- 1. Accountant General Sindh Karachi
- 2. Director (A&F) SPPRA w.r to SPPRA Sr. # 36409, Evaluation Report ID # 690/2018
- 3. AMS (General), Dr. Ruth K.M. Pfau, Civil Hospital Karachi
- 4. AMS (Security), Dr. Ruth K.M. Pfau, Civil Hospital Karachi
- 5. Accounts Officer, Dr. Ruth K.M. Pfau, Civil Hospital Karachi

MEDICAL SUPERINTENDENT

Stand Office, City Oxe



MUHAMMAD ASHRAF GULIAR STAMP VENDOR 1 4 MAR 2018

s No 2917 C

Livence No. 48, House

Am State

INTEGRITY PACT

STAMP VENDOR'S SIGNATURE PAYABLE BY THE SUPPLIERS/CO TRACTORS/CONSULTANTS

Contract Number: Contract Value: NO. MS(CHK)2017-2018/9. Dated: 14/03/2618 Rs. 1,670,700/- P/Month or .s. 20.048 (M) Per Vear (± 15% as per SPP Rule 26 0 (Amended 2013/1.)

Contract Title:

Security Services at Dr. Rt h K.M. Pfau, Civil E spital Karachi

M/s. Rapid Security Guards (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, M/s. Rapid Security Guards (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 Civil Hospital Karachi (PA), except that which has been expressly declared pursuant her to.

M/s. Rapid Security Guards (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.

M/s. Rapid Security Guards (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, M/s. Rapid Security Guards (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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. Rapid Security Guards (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.

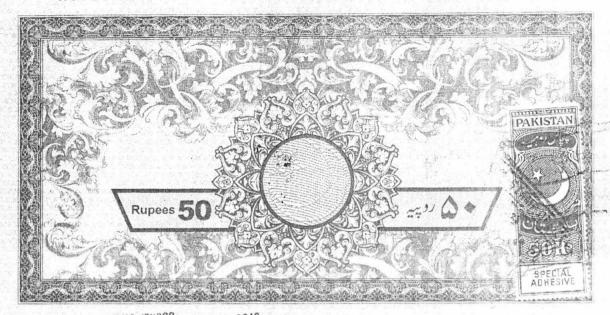
M/s. Rapid Security Guards (Pvt.) Ltd.

Medical Superintendent

Medical Superintendent Dr. Ruth K.M. Pfau Civil Hospital Karachi

Raja Rashid Mehmood Chief Executive Rapid Security Guards (Pvt) Ltd.

2 8 FED 7018



MUHAMMAD ASHRAF GULJAR STAMP VENDOR 1 4 MAR 2018 Leconce No. 48, House No. 1085 Street No. 1 with Surla Liaquat Ashrat Cook by No. 2. defailed Libed No. 5. Karache Memp Office, v., Luc AGREEMENT THE ACRES MENT is made in duplicate at Karachi on this 14th March, 2018. THROUGH WITH AJURE BETWEEN PURPOSE STAMP VENDER SIGNAMIS. RAPID SECURITY GURADS (PVT.) LTD.

> A Company incorporated and existing under the laws of Pakistan and having its head office at Suite # 2, Al-Karam Building, Mai Shahrah-e-Liaquat, Near Regal Chowk, Saddar - Karachi, Pakistan (Hereinafter called as "The Company"), which expression shall be deemed to mean and includes its successors-in-interest and permitted assigns):

#### AND

#### DR. RUTH K.M.PFAU, CIVIL HOSPITAL KARACHI

A department under Government of Sindh, having its office at Dr. Ruth K.M. Pfau, Civil Hospital, Baba-e-Urdu Road, Karachi, Pakistan (Hereinafter called as "The Client"), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns):

(Collectively referred to as "The Parties")

WHEREAS the Company being a firm formed for the purpose of operating security services within the Sindh Province having more than Ten (10) years of experience and has its security guards and personnel who are well trained in the field of security and fully furnished with all necessary equipment/weapons/ammunitions to perform the security services provides security services.

#### AND

WHEREAS the Client is desirous of availing the services offered by the Company and the Company has agreed to provide its services for maintaining security of the Client's premises on the following Terms & Conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follow:-

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#### 1. SCOPE OF WORK:

The Company shall provide following Services:

- a. Carryout study of existing Security Policies, Programs and Practices and develop new policies in line with the Client's policy and Rules & Regulations of Government of Sindh.
- b. Enforce and implement revised / approved security program containing effective reporting / monitoring system.
- c. Assessment of Security manpower requirements of Client in consultation with Client and its administration and develop proposal based on Client vision of lean & efficient security organization.
- d. Provide security to the official / ward's staff, equipment, assets and store inside the Client's premises against threats, pilferage, damage, destruction and theft.
- e. Maintain peace and order within Client's premises during any disturbance or disorder and emergency.
- f. Maintain and control traffic during peace and emergency, within the Client's premises and parking areas and introduce entry stickers for vehicles / passes as approved by the Client's management.
- g. Keep 24/7 watch, enforce restriction on unwanted trespasser and addicts with the approval / assistance of the Client's management spot and periodic checks.
- h. Conduct surveys and security inspection for assessing the security requirement and make recommendation to Client's management.
- i. Visit of all zones/wards of the Client's premises for improvement of security services.
- j. Detail discussion with Client's senior management for continuous improvement in security parameters.
- k. Provide Security at all time.
- I. Maintain harmony under stressful situation.
- m. Maintain traffic inflow during peace and emergency time and arrange to park the vehicles as per policy of the Client's Administration.
- n. The Company shall also be responsible to carry out any other job assigned by the Client's Administration in this regard.

#### 2. AREA COVERED

a. The Company is operating on and from the 1<sup>st</sup> April, 2018 initially for One Year (which is extendable as per NIT/Bid Documents) to maintain a Security Services at the following premises, address/location of the Client.

#### DR. RUTH K.M. PFAU, CIVIL HOSPITAL KARACHI

Baba-e-Urdu Road, Karachi, with whole covered area including OPD Compound and All Open Space. (Hereinafter referred to as "Premises").

b. The Company shall be fully responsible to keep the whole premises secured according to the entire satisfaction of the Client's Administration.

#### 3. OBILGATIONS OF COMPANY, CLIENT AND WORKERS:-

- Company shall tender security services and all matters relevant/incidental thereto ("Services:) in accordance with the specification/instructions given by the Client from time to time to Company, for the Client's premises.
- Company further agrees to abide by all the terms and conditions stipulated and notified in the Tender / Bid Form.
- Company, throughout the term of this Agreement shall make Services available to the Client under this Agreement of professional quality conforming to generally accepted standards and practices and shall make its best efforts to ensure almost satisfaction of the Client.
- Company shall also ensure to maintain 90% of total numbers of Security Guards and Security Supervisors everyday according to the approved sanctioned strength.

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- i. Security Guards of the client will be assisted to the Company. In case of complaints or absentee reported, necessary action will be taken against them by the Client's Administration, as per Government Rules.
- ii. Client's authorized officer shall declare sensitive areas and list of Security Guards required for that area and the same will be provided to the Company. These Security Guards will neither be transferred nor terminated by the Company without taking written permission from the Client.
- iii. The sanctioned Strength can be increased / decreased as per SPP Rules 2010 (Amended 2013/14)
- Company shall submit to the Client's authorized officer Security Services Monthly Bill along with the invoice by 2<sup>nd</sup> of the same month. Client's Additional Medical Superintendent (Security) will verify the bills within three days and submit the same to the Accounts Branch on (4<sup>th</sup>) of the succeeding month for further processing and arranging the payment from the office of the Accountant General Sindh. However in case of any reasonable delay occurred towards payment of any invoice the Client shall not be responsible for any late payment surcharge of whatsoever nature or any penalty to the Company and the bill for the month of June will be submitted before date of Closing fixed by the A.G Sindh.
- In case of any dispute between Security Guards / Workers with the Company, the
  matter shall be referred to the Client's administration for arbitration whose decision
  shall be final and binding upon the concerned Security Guards / Workers and the
  Company.
- Company shall provide duty roster of the Security Supervisors Accordingly to the Client's administration on the monthly basis.
- Company shall ensure that Security Guards / Workers / Security Supervisors involved in immoral and indiscipline activities shall not be allowed to serve under this Agreement and the Company shall refer the matter to the Client.
- Company shall be bound to immediately change the Security Guards / Workers / Security Supervisors who will be unwanted by the Client's administration.
- Security Guards / Workers / Security Supervisors shall work according to time table issued by the Client's Additional Medical Superintendent (Security), Dr. Ruth K.M. Pfau, Civil Hospital Karachi.
- Company undertakes that it shall not violate the Child Labour Rules and Basic Human Rights, while performing Services under this Agreement.
- Company shall be bound to provide manpower fully in accordance with the present Agreement and in case of any deficiency shall compensate the Client in reasonable manner.
- Company shall be bound to Maintain 90% of the sanctioned strength of Security Guards / Workers / Security Supervisors round the clock at all times even on holidays.
- Company shall ensure provision of appropriate lawful licensed weapons ammunition / communication equipments to Security Guards / Workers / Security Supervisors for safety / security of the Hospital Assets.
- The weapons / ammunition / communication equipments provided by the Company must be get approved by the Client's authorized officer before commencement of agreement.
- Company shall be exclusively responsible for maintenance and security of the weapons / ammunition / communication equipments.
- In case of any complaint or observation conveyed to the Company or its supervisor by the Client's authorities / Additional Medical Superintendent (Gen), the Company shall report in writing within stipulated time to the Client about the steps taken in order to rectify those observations.
- Company shall be fully responsible to keep the premises of the Client secured fully in accordance with the satisfaction of Client's administration and the Company shall be responsible for round the clock security of the areas under this Agreement.
- Company shall not participate in any political / immoral / illegal activities in the Client's premises.

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- Neither the Company not it shall allow any Security Guard / Worker / Security Supervisor to violate laws and rules of the Government.
- In every case of whatsoever nature, the Company shall exclusively be responsible for all act affairs / activities and personality of the Security Guards / Workers / Security Supervisors. In addition, the Company shall also exclusively be responsible for any theft or pilferage committed by any of his Security Guard/Worker/Security Supervisor and the said Security Guard/Worker/Security Supervisor shall be liable for punishment under the laws and rules.
- The Company in all cases shall indemnify the Client.
- Company shall ensure that the Security Guard/Worker/Security Supervisor shall work according to day/night shift basis and they will be bound to wear neat and clean uniform and badges approved by the Company. In case of violation fine will be imposed by the Client's Additional Medical Superintendent which will be at least Rs.50/- (Rupees: Fifty Only) per Security Guard/Worker/Security Supervisor per day.

#### 4. **CONSIDERATION:**

- a. The Client shall pay to the Company a sum of Rs.1,670,700/- (Rupces: One Million Six Hundred Seventy Thousand Seven Hundred Only) per month, upon issuance of bill of the Security persons as offered in tender by the Company after completion of the month, and in consideration thereof the Company undertakes and promises to render Services under this Agreement.
- b. All payments to the Company shall be paid through Cross Cheque issued by the A.G Sindh in favour of "M/S. RAPID SECURITY GUARDS (PVT.) LTD" and subject to deduction of Withholding Income Tax / 1/5<sup>th</sup> S.S.T and Stamp Duty will be recovered from Monthly bill of the Company.
- c. The Company shall be responsible for payment of all the applicable Government Institution's Contribution and S.S.T 4/5<sup>th</sup> except withholding tax mentioned in ante clause 4 (b).
- d. The sanctioned strength can be increased / decreased on the basis of the funds, as per SSP Rules-2010 (Amended 2013/14) and the payment will be made accordingly.

#### 5. TERM AND TERMINATION OF AGREEMENT

- a. The Agreement for One Year shall be deemed to have commenced with effect from 1<sup>st</sup> April, 2018 to 31<sup>st</sup> March, 2019 for a probationary period of Three (03) months and upon completion of the said probationary term continue till 31<sup>th</sup> March, 2019 extendable till the finalization of the next tender.
- b. During probationary period, the Agreement may be terminated at any time by Client's Medical Superintendent without assigning any reason and issuing any prior notice.
- c. During or Subsequent to completion of probationary period the Agreement may be terminated at any time by either party without assigning any reason subject to Thirty (30) days advance written notice.
- d. In the event of termination of this Agreement under ante clause 5 (b) (c), the Company shall not be entitled to claim any losses or damages from the Client arising out of such termination.

#### 6. ASSIGNMENT:

Either party shall not be entitled to transfer its rights or duties under this agreement to any other party.

#### 7. LAW:

This agreement shall be governed by and construed in accordance with the laws of Pakistan. Nothing contained herein shall contravene any prevailing or prospective laws relating to the parties.

#### 8. **VARIATIONS:**

No addition, amendment, variation or modification to any of the terms of this agreement shall be valid and binding unless made in writing signed by and on behalf of both the parties itself or by their duly authorized representatives.

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#### 9. ENTIRE UNDERSTANDING:

This agreement constitutes the entire agreement between the parties and supersedes all other representations or prior agreements (if any), all proposals, whether oral or written, relating to the provisions of this agreement between the parties.

#### 10. NOTICES:

All notices required to be given or information supplied by other of the parties to other pursuant to provisions of this agreement must be in writing and shall be sent by registered post / counter service or personally served or by telefax with a copy sent by registered post / courier service to the parties addresses specified at the front of this agreement or to such other address or telefax number as may from time to time be notified in writing by either of the parties to other, and any notice delivered by registered mail to have been served on the third (3<sup>rd</sup>) day after the date on which it is posted and any notice sent by telefax on the date on which such telefax is transmitted. Notice is effective upon confirmed receipt.

#### 11. HEADINGS:

The headings of the clauses of this agreement being for convenience only shall not effect the construction thereof.

#### 12. RELATIONSHIP OF PARTIES:

This agreement does not create a joint venture or partnership between the parties and each will act independently of the other. Neither party is empowered to bind or commit the other to any agreement or other obligation.

#### 13. **TEXT**:

This agreement is written in English version with two copies, one for each party both copies have the same effect.

#### 14. CONFIDENTIALITY:

That the Company, including its employees, shall be bound not to disclose or divulge to others or any third party or use either during or after termination of this agreement, any business, technical or other information or whatsoever nature terms of this agreement. None of the information will be given to any third party without the prior written consent of the Client.

#### 15. FORCE MAJEURE:

Neither party shall be liable to the other for any failure or delay in the performance of its obligations under this agreement due to circumstance, which constitute force majeure events beyond their control.

#### 16. ARBITRATION:

In the event that there shall be any dispute or difference between the parties as to this agreement or any matter relating hereto the Company shall first approach the Client's Additional Medical Superintendent (Gen) for attempting to resolve the dispute or difference amicably and in the event this shall not prove possible such dispute or difference shall be referred to Client's Medical Superintendent for arbitration who shall be sole arbitrator and his decision shall be final and binding on the parties hereto.

#### 17. PENAL CLAUSE

- a. In case of violation of any term of this. Agreement, the Company should be fined upto Rs.1,000/- (Rupees One Thousand Only) at one time and legal action can be initiated against it by the Client.
- b. In case of breach of this Agreement by the Company, security will be forfeited partly or fully as decided by the Client's Medical Superintendent, Dr. Ruth K.M. Pfau, Civil Hospital Karachi.

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#### 18. GENERAL:

- a. The failure on the part of either party to exercise any right conferred upon him or it by this agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- b. This agreement shall not confer any right of suit or action whatsoever to and on any third party.
- c. This agreement is non-exclusive and the parties are at liberty to initiate and contract similar types of agreement with any other party without involving the other party under this agreement.
- d. The language for the purpose of administering and interpreting this agreement including any Proceedings hereunder shall be English.
- e. Further commitments in addition or in further detail to the above may be the subject of an additional agreement between the parties in the future.
- f. Any condition / clause of the Company can be included / amended if required in the interest of the Client with the mutual understanding of both the parties.
- g. In case of breach of the agreement by the Company, its security shall be forfeited partly or fully as decided by the Client's Medical Superintendent.
- h. Call deposit of the successful bidder will be transferable to security account.

IN WITNESS whereof the parties hereto have signed this agreement on the date, month and year first above written.

MR. RAJA RASHID MEHMOOD CHIEF EXECUTIVE RAPID SECURITY GUARDS (PVT.) LTD.

Raja Rashid Mehmood Chief Executive Rapid Security Guards (Pvt) Ltd.

In the presence of

Mr. Muhammad Ast

CNIC No: 38201-5849135-4

DR. MUHAMMAD TOFIQUE
MEDICAL SUPERINTENDENT
DR. RUTH K. M. REALTOFIQUE
CIVIL HOSPITAL KARAUTANT
Dr. Ruth K.M. Pfau
Civil Hospital Karachi

In the presence of

Addl.Medical Superintendent

Stamp: (Procurement)

Civil Hospital Karachi



## RAPID SECURITY GUARDS (PVT) LTD.

(Approved by the Government of Pakistan)

## Financial Offer

S#	Particular of Post (s)	B.O.Q	Per Month	Total Amount For 12 Month
	* Head Supervisors			
01	Ex Military / Para Military Force with	1	19,000	228,000
	Good Health (Non Commission)			
	* Supervisors			
02	Ex Military / Para Military Force with	10	16,000	1,920,000
	Good Health (Non Commission)			
	Security Guards (Armed)			
03	Ex Military / Para Military Force with	20	15,575	3,738,000
	Good Health			
	Security Guards:			
04	(Civilian) Good Health and Matriculation	70	15,325	12,873,000
	Passed (As Per Police Standard)			
	Lady Searcher:			
05	Good Health and Matriculation Passed	6	15,325	1,103,400
	Good Health		(中) (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	
06	Security Clerk : Intermediate	1	15,500	186,000
	Total=	108	Grand Total=	20,048,400

Pay Order of 2% Earnest Money is Attached

400,968

Monthly Billing

1,670,700

#### Note:

- (i) Bid Security Pay Order / Demand Draft should be attached (In Original).
- The Strenght od the said staff can be increased / decreased as per SPP Rules 2010 (Amended 2013/14)
- The Offer will not be considered witout signature & Stamp of the Contractor.

Signature of Contractor / Supplier

Name:

Raja Rashid Mehmood

Designation:

Chief Executive

CNIC#:

42401-2024866-7

Address: Suite# 2, Al Karam Building, Main

Shahrah-e-Liaquat, Near Regal

Chowk, Saddar, Karachi

Stamp: