



ABDUL LATIF ARAIN STAMP VENDOR

Lic. # 109, Allah Bakhsh Manzil  
D.D. Ch... Bagdad Karachi.

ST. NO. 14449

ISSUES...

THROUGH WITH...

PURPOSE...

VALUE RS. 100/-

STAMP VENDOR SIGNATURE...

07 MAY 2016

Muhammad Sharif Arain

(RUPEES ONE HUNDRED ONLY)

## BETWEEN

M/s. Master Multi Tech (Pvt.) Limited

A Contractor, having its office at Dascon Plaza, E-10, 5<sup>th</sup> Floor, Block 6, P.E.C.H.S., Karachi (hereinafter mentioned as Contractor), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns);

AND

S.M.B.B. Trauma Centre – Karachi

A department under Government of Sindh, having its office at S.M.B.B. Trauma Centre, Chand Bibi Road, Karachi Sindh, Pakistan (Hereinafter mentioned as "the Client"), which expression shall be deemed to mean and include its successors-in-interest and permitted assigns);

WHEREAS the Contractor renders Janitorial Services and has necessary know how and staff in the respect.

AND

WHEREAS the Client is desirous of availing the services offered by the Contractor for maintaining proper hygienic conditions and general cleanliness of its premises.

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

### 1. SCOPE OF WORK

The company shall provide following services:

- Sweeping and Cleaning of bituminous and R.C.C. Road in the premises of SMBB Trauma Centre
- Cleaning of Sewerage Systems including Septic Tank
- Sweeping, Cleaning and Dusting of all Units / Wards / Operation Theaters / Admin Block etc.
- Cleaning of open arcs / area.
- Removal and disposal of garbage Infected and Non-Infected waste as per E.P.A recommendation.
- The Janitor will provide along with usual services timed framed as and when required to the Centre Administration.
- Provide bedpan and urinal to the patients.

### 2. OBLIGATIONS OF CONTRACTOR, CLIENT AND WORKERS

Contractor shall render sanitation and janitorial services and all matters relevant / incidental thereto ("Services") in accordance with the specification / instructions given by the Client from time to time to Contractor, for the Client's premises for janitorial services.

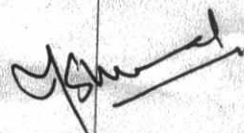
responsible to maintain 90% strength of the approved manpower every day even on holidays.

- ii) Hospital's authorized officer / official shall declare sensitive areas and list of janitors required for that area and the same will be provided to the Contractor. These janitors will neither be transferred nor terminated by the Contractor without asking written permission from the Client.
  - iii) The sanctioned strength can be increased / decreased on budget availability basis.
- The Contractor is operating on and from 12<sup>th</sup> May, 2016 to maintain Janitorial Services initially for a period of One Year (Extendable as per N.I.T or till the finalization of the next tender).
  - Bill of the Janitorial Services will be submitted by the contractor on 1<sup>st</sup> of each and every succeeding month. Additional Medical Superintendent / D.D.O. or Authorized Officer / Official will verify the bills within three days and submit the same to the Accounts Branch on 5<sup>th</sup> of the same month for further processing and arranging the payment from the office of the Account General Sindh and in case of any reasonable for and late payment surcharge of whatsoever nature or any penalty to the Contractor and the bill for the month of June will be submitted before date of closing fix by the Accountant General Sindh Karachi.
  - In case of any dispute between janitorial workers and the Contractor, the matter shall be referred to the client's administration for arbitration whose decision shall be final and binding upon the concerned janitorial workers and the Contractor.
  - Contractor shall provide duty roster of the supervisor accordingly to the client's administration.
  - Contractor shall not be bound to immediately change the Janitorial Workers who will be unwanted by the SMBB Trauma Centre Hospital Administration.
  - Janitorial workers shall work according to time table issued by the Client's Additional Medical Superintendent / D.D.O. / Deputy Medical Superintendent / Authorized Official / Officer.
  - Contractor undertakes that it shall not violate the Child Labour Rules and Basic Human Rights while performing services under this Agreement.
  - Contractor shall be bound to maintain the sanctioned strength (S.O.R) of janitorial workers round the clock at all times even months on the holidays 90% of the approved strength (S.O.R).
  - Contractor shall provide the following materials to his staff as per requirements:

Hard Broom, Soft Broom, Mops (3 Lair) Steel rods for Mops, Wiper, Duster (Fine), Brushes, Hard Brush, Corner Brush, Plastic Bags, Uniform of Contractor's Janitors and the quality of these articles would be approved by the client's authorized Official / Officer.

Contractor shall also be responsible to incur an amount of Rs.10,000/- (Rupees Ten thousand Only) Per Month on un-foreseen expenditure on minor nature compulsory goods / articles for maintaining the required standard of cleanliness. However, Phenyl, Acid, Bleach, Oil Spray, Vim Powder etc. will be arranged by the SMBB Trauma Centre Administration.

- In case of any complaint or observation conveyed to the Contractor or its supervisor by the Client's authorities / Additional Medical Superintendent / D.D.O., the Contractor shall report in writing within stipulated time to the Client about the steps taken in order to rectify those observations.
- Contractor shall be fully responsible to keep the whole covered area including walls and roofs neat and clean and also disinfecting operation theaters etc. of Client's premises fully in accordance with the satisfaction of Client's administration. Similarly all the open areas like roofs, terrace, lawns, patios, ducts etc. shall also be kept neat and clean all the time by the Contract and the Contractor shall be responsible for round the clock cleanliness of the areas under this Agreement.



least Rs. 50/- per janitor / worker per day.

- Contractor shall made available a vehicle for lifting of remains of non-infected garbage for disposal at the approved dumping yard of the ZMC/KMC and infected Hospital wastage through KMC as offered by the contractor in his alternate offer.

### 3. CONSIDERATION

- Contractor shall made available a vehicle for lifting of remains non-infected garbage for disposal at the ZMC / KMC approved Dumping Yard(s). For this service an amount of Rs. 60,000/- Per Month will be charged by the Contractor.
- The client pay to the Contractor a sum of **Rs. 4,968,000/- (Rupees Four Million Nine Hundred Sixty Eight Thousand Only)** per month. Contractor after completion of the month, and in consideration thereof the Contractor undertakes and promises to render Services as offered.
- All payments to the Contractor shall be paid through Cross Cheque issued by the O/o the A.G Sindh Karachi in favor of "M/s. Master Multi Tech (Pvt) Limited" and subject to deduction of Withholding Income Tax, Sindh Sales Tax and Stamp Duty will be recovered from Monthly Bill.

### 4. TERM AND TERMINATION OF AGREEMENT

- The Agreement shall be deemed to have commenced with effect from 12<sup>th</sup> May, 2016 to 11<sup>th</sup> May, 2017, initially for One Year (Extendable as per NIT / Bid Documents or till the finalization of the next tender) and may be terminated at any time by either party without assigning any reason to Thirty (30) days advance written notice.
- In the event of termination of the Agreement under ante clause 4(a), the Contractor shall not be entitled to claim any losses or damages from the Client arising out of such termination. Either party shall not be entitled to transfer its rights or duties under this agreement to anyone.

### 5) LIABILITY

- The contractor shall exclusively be responsible for proper disposal of Garbage infected wastes of the Client's Hospital as per E.P.A recommendation from the Centre Premises to the Dumping Yard approved by the ZMC/KMC.
- The Client shall not in any case of whatsoever nature be liable for any reuse of garbage infected wastes material of its hospital including but not limited to disposal syringes, nozzle etc. In case any claim against the Client in this respect arises by any agency, the contractor shall indemnify the Client against all claims, damages, liabilities, losses, and expenses of the Client.

### 6. ASSIGNMENT

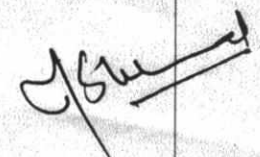
Either party shall not be entitled to transfer its right or duties under this agreement to anyone.

### 7. LAW

This agreement shall be governed by and construed in accordance with existing rules of Government of Pakistan.

### 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 representative.
- Both parties are bound to omit / add any clause of agreement as per SPP Rules 2010 (Amended 2013/14)
- The contract is being awarded on services basis.





addresses specified at the front of this agreement or to such other address as 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 (3rd) day after the date of 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. **HEADING**

The heading of the clauses of this agreement being for convenience only shall not affect 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 Contractor including its employees shall be bound not to disclose or divulge to other or any third party or use either during or after termination of this agreement, any business, technical or other information or whatsoever nature ("information"), which is obtained or acquired either from Client or its members in 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 circumstances 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 Contractor shall first approach the Client's Additional Medical Superintendent Trauma Centre 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 Chairman SMBB Trauma Centre for arbitration who shall be sole arbitrator and his decision shall be final and binding on the parties hereto.

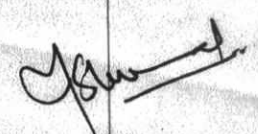

17. **PENAL CLAUSE**

In case of violation of any term of this Agreement the Contractor may be fined up to Rs. 5,000/- (Rupees Five Thousand Only) at one time and legal action can be initiated against it by the Client.

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 representative(s).

18. **GENERAL**

- a) In case of complaint reported by the janitorial contractor with Hospital staff necessary action will be taken against them by the Hospital Administration as per Government Rules.
- b) The failure on the part of either party to exercise any right referred upon him or it by this agreement shall be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time thereafter.



- c) This agreement shall not confer any right of suit or action whatsoever to and on any third party.
- 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 Contractor can be included / amended if required in the interest of the Client with the mutual understanding of both parties.
- g) In case of breach of the agreement by the Contractor, its security shall be forfeited partly or fully as decided by Client's Medical Superintendent.
- h) Call deposit of the successful bidder will be transferable to security account.
- i) Helpers will work under Centre Administration.
- j) The contract is awarded to provide Janitorial Services, as offered by the Contractor as well as Terms & Conditions of the N.I.T / Bid Documents of Janitorial Services.

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

Signed by the within named  
**M/s. Master Multi Tech (Pvt) Limited**  
 M.N. Rehmani, (G.M.Operation)



**Dr. Yasmeen Kharal**  
 Addl. Medical Superintendent / D.D.O.  
 S.M.B.B. Trauma Centre @ CHK

*[Signature]* **Dr. Yasmeen Kharal**  
 Additional medical Superintendent / D.O.  
 Shaheed Mohtarma Benazir Bhutto  
 Accident Emergency Centre and Ancillary  
 Services Complex @ Civil Hospital  
 Karachi

In the presence of

Mr. SALEEM AHMED  
42201-3326007-5

Mr. Syed Amir Raza  
42301-0939496-1