



No. Assistant Director/SPPRA 26314/15-16/07254

**GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT
REGULATORY AUTHORITY
Karachi Dated May 27/2016**

The Additional Medical Superintendent/D.D.O
SMBB, Accident, Emergency & Trauma Centre and Ancillary Services,
Civil Hospital,
Karachi

SUBJECT: NIT REF NO: MS (CHK) 2015-16/844 DATED 26.01.2016 (SR#26314)

I am directed to refer to the Contract Documents of the subject NIT received vide your letter No SMBB/TC/184 dated 13.05.2016 and to state that the contract agreement is not attached with the above documents.

2. In view of the above, it is advised to furnish requisite document/ award of contract agreement, at the earliest.
3. It may be noted that it is the sole responsibility of Procuring Agency to ensure compliance of SPP Rules, 2010, (Amended 2013) in letter and spirit.


Assistant Director

Copy forwarded for information to:

1. The Secretary to Government of Sindh, Health Department, Karachi
2. The Staff Officer to the Managing Director, SPPRA



The Additional Medical Superintendent/D.D.O
S.M.B.B Trauma centre,
Karachi

SUBJECT: NIT REF NO: MS (CHK) 2015-16/844 DATED 26.01.2016 (SR#26314)

I am directed to refer to the Contract Documents of the subject NIT received vide your letter No SMBB/TC/184 dated 13.05.2016 and to state that the contract agreement is not attached with above documents.

2. Accordingly, it is advised to furnish contract agreement as per requirement of Rule-50 of Sindh Public Procurement Rules, 2010 (amended 2013), at the earliest.

2

Assistant Director

Copy forwarded for information to:

1. The Secretary to Government of Sindh, Health Department, Karachi
2. The Staff Officer to the Managing Director, SPPRA, Karachi



Ph: 02199215759
Fax: 02199215733

The Assistant Director (A&F)
Sindh Public Procurement Regulatory Authority
Government of Sindh
Karachi

Subject: NIT REF NO:MS(CHK)2015-16/844 DATED 26.01.2016 (SR#26314)
REF LETTER NO: SPPRA-26314/15-16/9757 DATED 27TH MAY 2016

Please find enclosed the (i) Contract Agreement Form for the "SECURITY SERVICES" @ S.M.B.B. Trauma Centre in compliance of Rule-50 of SPP Rules,2010.

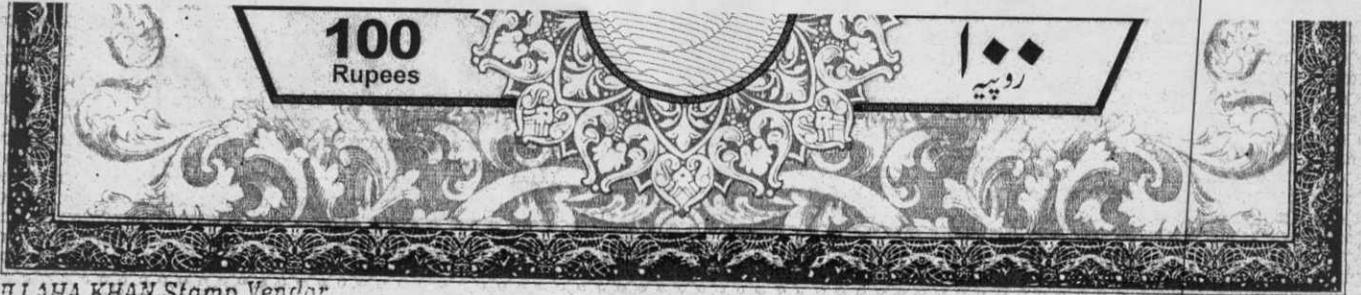
Dr. Yasmeen Kharal
Addl. Medical Superintendent / D.D.O
S.M.B.B. Trauma Centre

SPPRA DOCUMENT LIBRARY
NO: 2014
DATE: 7/6/16

26314

No. SMBB/TC/306
Chand Bibi Road Karachi

Dated: 01/06/16



ZAFAR ULLAHA KHAN Stamp Vendor

Licence No. 99 Shop No. 412

4th Floor, Tajir Plaza, Near City Court Karachi

SNO. 7495 DATE: 09 MAY 2016

ISSUED TO WITH ADDRESS: Muhammad Arman

THROUGH WITH ADDRESS: ADVOCATE

PURPOSE: THIS AGREEMENT is made in duplicate at Karachi on this 11th May, 2016.

VALUE RS. 105/-

STAMP VENDOR/SIGNATURE

NOT USE FOR FREE WILL & DIVORCE PURPOSE

09 MAY 2016 AGREEMENT

(RUPEES ONE HUNDRED ONLY)

BETWEEN

M/S: ACHTUNG SECURITY (PVT) LIMITED

A Company incorporated and existing under the laws of Pakistan and having its head office at Office # A-7, Descon Plaza 16-A Block-6, PECHS, Main Shakra-e-Faisal, Nursery Karachi Pakistan (Hereinafter called as "The Company"), which expression shall be deemed to mean and includes its successors-in-interest and permitted assigns):

AND

SMBB TRAUMA CENTRE @ CIVIL HOSPITAL KARACHI

A department under Government of Sindh, having its office at SMBB Trauma Centre At Civil Hospital, Chand Bibi 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 Eight (8) 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:-

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.
- l. 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 **16th May, 2016** to maintain a Security Services at the following premises, address/location of the Client.

SMBB TRAUMA CENTRE @ CIVIL HOSPITAL KARACHI.

Chand BiBi Road, Karachi, with whole covered area 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. OBLIGATIONS 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 shall operate & maintain cleanliness of the lifts as per the policy of the Centre Administration.
- 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 number of Security Guards /

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 2nd 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 (4th) of the succeeding month for further processing and arranging the payment from the office of the Accountant General Sindh by 12th of the month 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 Trauma Centre, 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/Admin), 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.
- Neither the Company nor it shall allow any Security Guard/Worker/Security Supervisor to violate laws and rules of the Government.

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[Handwritten signature]

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.2,745,600/- (Rupees: Two Million Seven Hundred Forty Five Thousand & Six 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 favor of "M/S. ACHTUNG SECURITY (PVT.) LTD" and subject to deduction of Withholding Income Tax / 1/5th 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 4/5th except withholding tax mentioned in ante clause 4 (b).
- d. The sanctioned strength can be increased / decreased on the basis of the funds, 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 **15th April, 2016 to 14th April, 2017** for a probationary period of Three (03) months and upon completion of the said probationary term continue till 14th April, 2017 extendable till the finalization of the next tender.
- b. During probationary period, the Agreement may be terminated at any time by Client's Additional Medical Superintendent (Trauma Centre) 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.

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 (3rd) 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 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 Management Board 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**

- 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 Additional Medical Superintendent SMBB Trauma Centre Civil Hospital Karachi.

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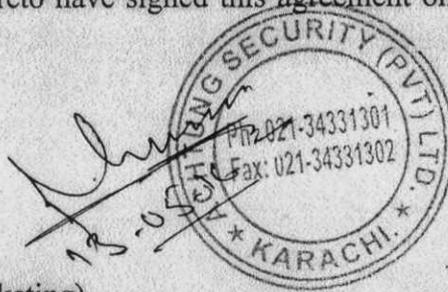
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18. **GENERAL:**

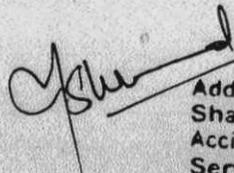
- a. The failure on the part of either party to exercise any right conferred upon him or it by this agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- b. This agreement shall not confer any right 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 Additional 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.

Signed by the within named
M/s. Achtung Security (Pvt.) Ltd.
Sheikh Waseem Khalid (Director Marketing)



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

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

In the presence of

Mr. Tamwar Daud
42101-1432777-7

Mr. Syed Amia Khan
42301-0939495-7