

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- 1) NAME OF THE ORGANIZATION / DEPTT. Sindh Integrated Emergency and Health Services
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Provincial
- 3) TITLE OF CONTRACT Security Guard Services
- 4) TENDER NUMBER Tender 17-2022
- 5) BRIEF DESCRIPTION OF CONTRACT Security Guard Services
- 6) FORUM THAT APPROVED THE SCHEME Budget Approved by Board
- 7) TENDER ESTIMATED VALUE 6,785,240/- 7 Months
- 8) ENGINEER'S ESTIMATE (For civil works only) Not Applicable
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) Upto June 30, 2023 (Year 1) Annual Review is subject to performance
" " 2024 (Year 2)
" " 2025 (Year 3)
- 10) TENDER OPENED ON (DATE & TIME) 24 September, 2022 At 11:00 Am
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 02 (Annexure - 1)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02 (Technical) 01 (Financial)
- 14) BID EVALUATION REPORT (Enclose a copy) Attached (Annexure - 2)
M/s Rapid Security Guards (RSG) Ltd
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER Suit #21 Al Karam Building, Main Shahrah-e-Ghaib, Hi-
Rs. 6,785,240/- Till 30 June 2023
- 16) CONTRACT AWARD PRICE _____
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATION BID). Only 1 Bidder Qualified Technically
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE / Domestic/ Local
 - b) SINGLE STAGE – TWO ENVELOPE PROCEDURE Domestic
 - c) TWO STAGE BIDDING PROCEDURE /
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE /

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

ms

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT CEO SIEHS

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

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

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

Yes	
<input checked="" type="checkbox"/>	SPPRA Registration was in Process

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

Yes	30 th August 2022 Dawn, Jang, Kwiksh
No	

22) NATURE OF CONTRACT

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

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

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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 N/A

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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 Only One Qualified Bidder

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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ms

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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SPPRA
PPMS Portal
Attached in
(Annexure-3)

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

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

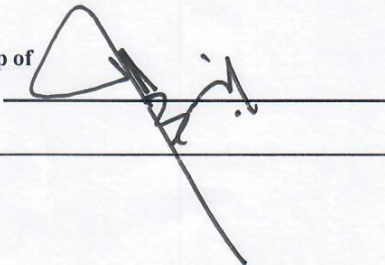
Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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N/A

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

Yes	
No	✓

Signature & Official Stamp of
Authorized Officer



FOR OFFICE USE ONLY

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

Print

Save

Reset

(Annexure - 3)



PUNJAB PROCUREMENT REGULATORY AUTHORITY
Government of The Punjab

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Blacklisted Firm (Graph View)

List View

Firm Name	Firm Address	Reason	Department	Blacklisting Type	Publish Date	Blacklist Date	Blacklisted Till	Remarks
rapid security								
No records to display.								

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SINDH
INTEGRATED EMERGENCY
& HEALTH SERVICES

Plot No. 43 - 15 / K, Block 6,
P.E.C.H.S, Karachi.
Tel: +92-21-111-111-823
www.siehs.org

28TH October 2022

To,

M/S Rapid Security Guards (Pvt) Ltd,

Office Address: Suit # 2, Al Karam Building,
Near Regal Chowk, Main Shahrah-e-Liaquat,
Saddar, Karachi

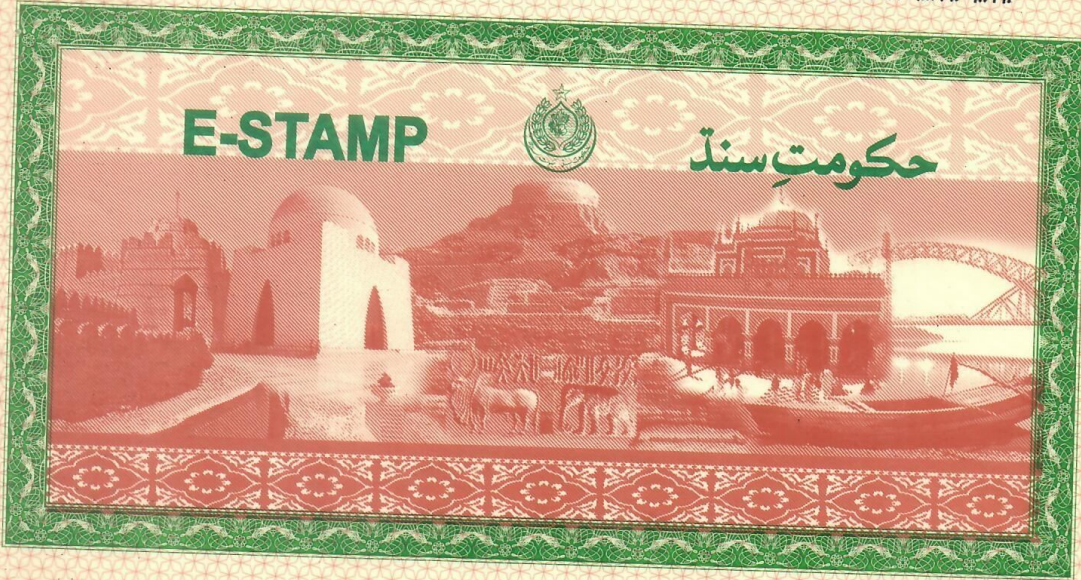
LETTER OF ACCEPTANCE

SUBJECT: PROVISION OF SECURITY GUARDS SERVICES (ARMED & UNARMED)

1. On the recommendation of the procurement committee and with the approval of the Competent Authority, it is to inform that your Financial bid (opened on 8th October 2022) for the provide to Civilian Security Guards services (21 x Armed & 5 x Unarmed = Total 26 Guards) for SIEHS. The total offered amount of Rs. 763,000 (Rupees Seven hundred sixty-three thousand) for each month and Rs. 5,341,000 (Rupees Five million three hundred forty-one thousand) for the period up to 30th June 2023.
2. You are therefore requested to furnish Performance security of 5% of the current contract amount i.e. Rs. 267,050 in the form of bank guarantee / pay order from any scheduled bank of Pakistan and government stamp duty 0.35% for signing the contract agreement within 07 days.
3. Initially contract shall be signed for a period of seven months (07 months). If the contract is extended for the period of July 2023 to June 2024 and July 2024 to June 2025 stamp duty and performance guarantee will be renewed/revised accordingly.



Pervez Ahmed
Head of Supply Chain Management
Sindh Integrated Emergency & Health Services
A Company setup under Section 42 of the Companies Act 2017
Plot No. 43-15/K, Block 6, P.E.C.H.S, Karachi, Pakistan.



NBP-0055-2211300001499670

GoS-KHI-AC3E4B6D6491250F

Non-Judicial

Rs 23,749/-

Description	: Contract - 15(a)
Principal	: Sindh Intergrated Emergency & Health Services (SIEHS) [42000-0000000-0]
Contractor	: Rapid Security Guards (Pvt) Ltd [42401-2024866-7]
Applicant	: Rashid Mehmood [42401-2024866-7]
Stamp Duty Paid by	: Rapid Security Guards (Pvt) Ltd [42401-2024866-7]
Issue Date	: 30-Nov-2022, 04:49:12 PM
Paid Through Challan	: 2022B51A27E2167A
Amount in Words	: Twenty Three Thousand Seven Hundred and Forty Nine Rupees Only

Please Write Below This Line

Reference No. Tender# T17/2022 for Security Staff Outsource Services (Armed & Unarmed Guards)

THIS AGREEMENT is made at Karachi on this **01st December 2022**

BETWEEN

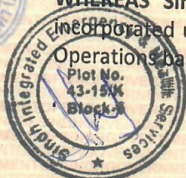
Messer **Rapid Security Guards (Pvt) Ltd** a company incorporated in Pakistan under the laws of Pakistan and having its registered office at **Suit # 2, Al Karam Building, Near Regal Chowk, Main Shahrah-e-Liaquat, Saddar, Karachi**, hereinafter called "**Supplier / Service Provider**", (which expression shall wherever the context so admits mean and include its successors-in-interest and permitted assigns) of the ONE PART.

AND

Sindh Integrated Emergency and Health Services (SIEHS), 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, P.E.C.H.S, Raazi Road, Karachi**, hereinafter called "**Company**" (which expression wherever the context so admits shall mean and include its successors-in-interest and assigns) of the OTHER PART.

Messer **Rapid Security Guards (Pvt) Ltd** and **Sindh Integrated Emergency and Health Services** are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS **Sindh Integrated Emergency and Health Services** is a not-for-profit company incorporated under Section 42 of the Companies Act, 2017 focusing on Health and Ambulance Operations based and operating in Pakistan.





STAMP
CONTINUATION SHEET
Government of Sindh

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

NOW THEREFORE THIS AGREEMENT WITNESSETH;

Annexure A – General Terms and Conditions

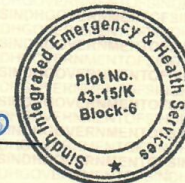
Annexure B – Service - Scope of Work

Annexure C – Price Schedule / Contract Price

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

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by



ABID NAYEED
(Name)

[Signature]
(Signature)

CEO - SIEHS
(Designation)

WITNESS:
PERVEZ AHMED
(Name)

[Signature]
(Signature)

42501-8569749-3 (HOD SCM)
(Designation)

WITNESSES:

SHAAZAD NOOR
(Name)

[Signature]
(Signature)

42201-0693322-7
(CNIC No.)

Tehreem Qazi
(Name)

[Signature]
(Signature)

42301-2217366-8
(CNIC No.)

For and on behalf of Rapid Security Guards (Pvt) Ltd.

[Signature]
(Name)

[Signature]
(Signature)
LI Col
Ch. Tqbal Ahmad (Retd)
Chief Operating Officer
Rapid Security Guards (Pvt) Ltd

42301-1426501-1
(Designation)

WITNESSES:

[Signature]
(Name)
General Manager

[Signature]
(Signature)
JETIKHAR AHMED SHAHZAD
RAPID SECURITY GUARDS (PVT) LTD

42000-9908152-3
(CNIC No.)

[Signature]
(Name)

[Signature]
(Signature)
Accounts Officer
Rapid Security Guards (Pvt) Ltd

42201-6688761-7
(CNIC 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

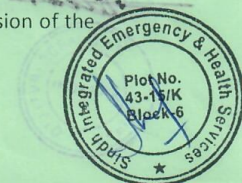
Purchase Order means an order to purchase Goods and Services from the Supplier / Service Provider or Supplier's / Service Provider's Organization placed by the Company as and when required.

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.



1.11 CONFIDENTIAL INFORMATION

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

1.12 LAW

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

ARTICLE 2

SCOPE OF WORK

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

ARTICLE 3

BUSINESS INTEGRITY

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

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

ARTICLE 4

CONTRACT PRICE

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

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

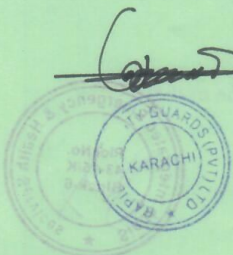
ARTICLE 5

TERMS OF PAYMENT

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

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

5.3 Except in case of discrepancies in the invoice submitted to the Company, payment to the Supplier / Service Provider shall be made on monthly basis within 10 days' subject to submission of correct invoices 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

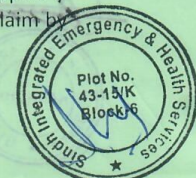
EXAMINATION & PERFORMANCE GUARANTEE

- 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.
- 6.4 The service provider shall submit the Performance Security / Guarantee in the amount finalized through the tender T17-2022 in the shape of Pay Order or Demand Draft or a Bank Guarantee in favour of SIEHS issued by a scheduled bank in Pakistan. No interest will be paid on Performance security. The Performance Security / Guarantee shall be returned after expiry of contract and settlement of all claims. This amount will be returned to the supplier after satisfactory completion note from SIEHS.
- 6.5 In the event of failure to provide items/services as per contract agreement / work order within the stipulated period, the performance security may be forfeited. In that event, acquiring of the said items/services may be taken from the next lowest bidder vide the same work order at contractor's risk and cost without any farther reference, so that the loss incurred would be recoverable from the Performance Security of the said contractor or from any sum due of which may become due to the contractors. If any equipment / instrument or property of SIEHS or its representative / landlord / donor/ is damaged by the representative of approved firm, cost of the same will be deducted from the performance security money / pending bills of the contractor.

ARTICLE 7

INDEMNIFICATION

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



ARTICLE 8

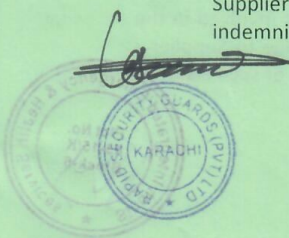
WARRANTY

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

ARTICLE 9

TERM & TERMINATION

- 9.1 This Agreement shall remain in full force and effect for a period of **seven (07) months** effective from **December 01, 2022 to June 30, 2023**. Initially the contract is signed for a period of seven months (07 months), however, 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 up to June 30th 2025 (subject to the satisfactory performance). If service charges are increased 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 **two (2) 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 If the service provider fails to provide the satisfactory services, the SIEHS is entitled at its option to cancel the contract and recover the damages besides forfeiture of performance guarantee. The SIEHS shall not be liable to any risks and costs whatsoever in consequence of such cancellation of the contract. Further, the Company shall have the right to immediately terminate this Agreement without assigning any further reason and without any notice in writing or otherwise in case of occurrence of below event(s)
- a) Supplier / Service Provider fails to comply with any provision of this Agreement, and or fails to comply with local / national laws and directions as and when communicated.
 - b) Any default by Supplier / Service Provider, or in case the Company wishes to close the business at the Site or wants to use it for some other purposes.
- 9.5 If the Company shall elect to terminate this Agreement, all rights and obligations of Supplier / Service Provider shall terminate, except for Supplier / Service Provider's indemnification contained herein.



ARTICLE 10

FORCE MAJEURE

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

ARTICLE 11

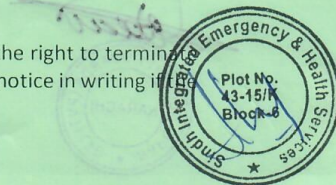
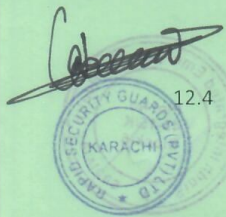
ASSIGNMENT

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

ARTICLE 12

COMPLIANCE WITH LAWS

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



ARTICLE 13

WAIVER

13.1 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 14

APPLICABLE LAW

14.1 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 15

JURISDICTION

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

ARTICLE 16

LANGUAGE

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

ARTICLE 17

SAFETY

17.1 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. In no case shall the company be responsible for the obligations of the service provider.

ARTICLE 18

NOTICES

18.1 Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by courier/ hand delivery or by fax to the address or telephone number of the other Party at the address set out herein below (or such other address or numbers as may be notified from time to time) in writing. Where sent by courier/ hand delivery, any such notice or other document shall be deemed to have been received and delivered as per the receipt and acknowledgment of delivery. Where sent by fax, any such notice or other document shall be deemed to be delivered on the same day as it was sent.

Supplier / Service Provider at:

Rapid Security Guards (Pvt) Ltd
Suit# 2, Al Karam Building,
Near Regal Chowk,
Main Shahrah-e-Liaquat, Saddar,
Karachi

Name	Designation	Email Address	Contact No.
Iftikhar Ahmed	General Manager	info@rapidsecurityguards.com	0300-2036943



Company at:

Sindh Integrated Emergency and Health Services

Plot # 43-15/K, Block 06, PECHS

Karachi.

Name	Designations	Email Address	Contact Numbers
Shahzad Noor	Manager Admin and Security	shahzad.noor@siehs.org	0302-8240510
Tehreem Qazi	Manager Contracts & Procurement	tehreem.qazi@siehs.org	0302-8220595

18.2 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.

18.3 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 19

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

19.1 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 20

SURVIVAL

20.1 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 21

ENTIRETY OF THIS AGREEMENT

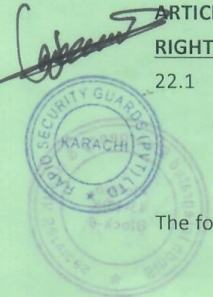
21.1 No prior stipulation, agreement of understanding, verbal or otherwise, of the parties or their agents with respect to the subject matter of this Agreement shall be valid or enforceable unless embodied in the provisions of this agreement.

ARTICLE 22

RIGHT TO VARY QUANTITIES

22.1 SIEHS reserves the right to increase and/or decrease the number of guards (s) originally specified in the tender 17-2022 without any change in unit price or other terms and conditions during the contract period.

The following annexures A to C will form part of this agreement:



Annexure B
SERVICES - SCOPE OF WORK

1.1 Scope of Services

- 1.1.1 Under the terms and conditions of this Agreement, the Service Provider will provide the Services at the Premises for the Term as mentioned in Annexure B hereto (the "Services – Scope of Work").
- 1.1.2 The Services shall be provided by the Service Provider in conformity with the requirements specified in Annexure B.
- 1.1.3 All operations, treatments, applications or other works carried out as part of the Services shall at all times be supervised by qualified personnel acceptable to and approved by the Customer.
- 1.1.4 The Service Provider will provide the Services at the Premises during the Term and on the dates and times as provided for in Annexure 1 hereto.
- 1.1.5 Prior to the commencement of Services under this Agreement, the Service Provider shall be required to provide the following, as may be required by the Customer:
- (a) documentation detailing the procedures to be carried out by the Service Provider as part of the Services;
- (c) any other documentation or information requested by the Customer.
- 1.1.6 All necessary equipment / materials and security guards required to provide the Services hereunder shall be procured and provided by the Service Provider.
- 1.1.7 All the arms and other related equipment/ items required for carrying out security duties are responsibility of service provider.
- 1.1.8 Pick and drop, Boarding and Lodging, Uniforms, Lunch/Dinner/Breakfast / Medical Aid / accidental / Safety related Insurances will be the responsibility of the service provider.

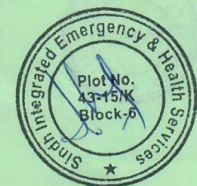
LOCATIONS OF STAFF TO BE DEPLOYED:

Karachi Stations

1. The SIEHS, Head Office, Plot No. 43 – 15 / K, Block 6, PECHS, Karachi
2. Satellite office: H # 202 / 2-C block 2 PECHS Karachi.
3. Johar Station: House # C-14/1 Rock hills road Gulistan-e-Jauhar Block-1, Karachi.
4. Binqasim Station: Plot # 20, Ismail Jokhio Goth, Dak khana District Malir, Karachi.
5. North Nazimabad Station: House # C-8, Block R, Scheme 2, North Nazimabad Karachi.
6. PECHS Station: House # 134 Block-B, SMCHS Karachi
7. Korangi Station: F-36/3, Sector # 31-E Lucknow Housing Society Korangi, Karachi.

Stations other than Karachi

8. Thatta Station: Near Peeds Ward Civil Hospital Makli Distt, Thatta.
9. Sakro Station: House # 94-A , Employee cooperative Housing Society, Sakro.
10. Sujawal Station: Civil Hospital Sujawal Distt, Sujawal
11. Mirpur Bathoro Station: Civil Hospital Mirpur Bathoro Distt, Sujawal
12. Hyderabad: H# A-121, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad.



13. Sukkur Stations: H # A-90 Govt. Employees Cooperative Housing Society, Shikarpur Road, Sukkur.
14. Larkana: Block-B, opposite Civil Hospital, Larkana
15. Shahdadkot Station: Ground Floor, Civil Hospital, Shahdadkot.

STAFF TO BE DEPLOYED

The Service Provider shall deploy security staff on and from the premises mentioned. The Numbers of guards and locations may add/change as per requirement.

1. Total 80 Guards may be deployed in addition to above requirement and SIEHS may add / remove as per requirement.
2. Guards can be relocated anywhere within district/city.

Head Office Karachi

- a. Armed Guards – 12 Hours (Morning) at HO (One each)
- b. Unarmed Guards – 12 Hours (2 each Morning / Night).
- c. Total Guards = 5 (2 Armed & 3 Unarmed).

Satellite Office Karachi

- a. Armed Guard-12 Hours (Morning) (One)
- b. Un-Armed-12 Hours (Night) (One)
- c. Total Guards = 2 (1 Armed & 1 Unarmed).

Karachi Stations

- a. Armed Guards – 12 Hours (Morning / Night) at all station (One each)
- b. Total Guards = 10 (Armed Guards)

Stations other than Karachi

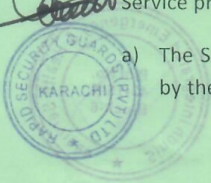
- a. Armed Guards – 12 Hours (Morning / Night) at all station.
 1. Thatta Station: 02 Armed Guards – 12 Hours (Morning) & 01 Armed Guard (night)
 2. Sarko Station: 02Armed Guards – 12 Hours (1 each Morning / Night)
 3. Sujawal Station: 02Armed Guards – 12 Hours (1 each Morning / Night)
 4. Mirpur Bathoro: Station 02Armed Guards – 12 Hours (1 each Morning / Night)
 5. Regional Office Hyderabad: 02 Armed Guards – 12 Hours (1 each Morning / Night)
 6. Sukkur Regional Office: 02 Armed Guards – 12 Hours (1 each Morning / Night)
 7. Larkana Station: 02 Armed Guards – 12 Hours (1 each Morning / Night)
 8. Shahdadkot Station: 02 Armed Guards – 12 Hours (1 each Morning / Night)
- b. Total Guards = 16 (Armed Guards)

As per requirement Ex-Forces trained security guards may also will be deployed at various districts as per need.

DUTIES OF SERVICE PROVIDER

Service provider shall ensure that:

- a) The Services performed by Service Provider based on a 7 days working week; or as decided by the Company from time to time, and communicated to Service Provider.



- b) Service Provider Employees utilized for the provision of the Services are suitably qualified and trained to perform the Services; in complete discharge of their responsibilities under the terms of agreement.
- c) Security Guard must change after every 12 hours after completing the shift.
- d) Service provider ensure that Guard should be on location with the maintained and tested weapons.
- e) Service provider should submit weapon tested report quarterly and solely responsible must test their arms.
- f) Service provider must provide arms renewal license timely.
- g) Security Guard should be remain calm and have patience during duty timings. Age limit is 30-50 (beyond this age exception would be allowed for deployment with mutual consent, based on the physical appearance and understand the security procedures)
- h) Security Guard should not be drugs (Alcohol, betel quid etc.) addicted.
- i) Security Guard should not left station unattended. In case of any emergency Guard has to report station supervisor or company representative and service provider will ensure immediate replacement.
- j) If Security Guard left station without any alternate resource, it will be count as absent and penalty will be impose. Replacement of guard required in one hour after intimation.
- k) Service provider ensure that unnecessary usage of mobile should prohibited during duty hours of security guard.
- l) Service Provider should ensure randomly visit by their Supervisor of each locations and discuss the gaps with Client Field Security Officer and concerned representative.
- m) Security Guard should be well discipline to maintain and manage the team in the wear of assigned uniform with Belt and safety shoes (No Shalwar Kamiz).
- n) Security Guard should be literate enough to read or write Urdu and aware with the rules and regulations of security. SGs should be trained enough to handle any untoward situation and their weapons as expected by Security Personnel.
- o) During the tenure of this Agreement, Security Guard devote the time, attention and skills required for the proper performance of Services to the Company in terms of the said contract.
- p) In the course of the performance of the Services, the Service Provider Employees comply with all reasonable requests of the Service Provider, subject to ultimate direction and control being retained by company.
- q) Service Provider Employees promptly notify the Company of any matter coming to their knowledge which could have a material effect on the business or affairs of the Company;
- r) The Service Provider Employees comply with any regulations provided to Service Provider under clause herein below.
- s) Service Provider shall be responsible for compliance and obligations with all the relevant Labor Laws including but not restricted to Education Cess, EOBI, Social Security, Form 'C' premises registrations and Inspections of all premises. Service Provider shall fully keep the Company indemnified and harmless in this regard.
- t) Service Provider employees will undertake to provide required basic training, which is mandatory for fulfill the job requirement from time to time.
- u) Service Provider will be responsible to maintain and organize complete record/bio-data recent two photographs and at least two written references of their employees in their personal files.
- v) Service Provider will be responsible to verify the references provided by the candidate through written confirmation from reference at the time of hiring;
- w) Service Provider will issue proper Deployment Letter to the Company/Client. Also ensure to avoid continue replacement.

Service Provider shall provide proof that the verifications of relevant documents are must be done and inform to the Company accordingly:

- Educational documents
- Previous employer's certificate
- written References with contact Nos. and valid address of the reference



- Date of expiry of CNIC
- Verification of CNIC by NADRA
- Police verification and clearance must provide at the time of replacement

Its contractual obligation, Service Provider shall ensure that its employees are insured with a reputed Insurance Company in Pakistan under the group insurance scheme against any bodily injury or death, individually or collectively for all times during the period of contract. Further agrees to present such documents on demand for inspection to the Company.

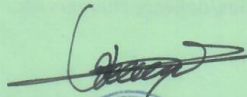

The service provider shall submit periodic fitness report of provided arms in use of deputed staff at Company's locations.

The service provider will be required to be engaged in the provision of Services throughout the year (365 days) without any break and discontinuation.

OUT OF SCOPE:

The security guards are meant for guarding of premises. They will not be employed for:

- a. To perform duties.
- b. To perform duties in Civil / plain clothes
- c. Watering of lawn, flower pots and maintenance of premises.
- d. washing and cleaning of car / area.
- e. To shift luggage / stores from one place to another.
- f. Any task which distracts the guard from his main security duty.

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Annexure C
PRICE SCHEDULE / CONTRACT PRICE

Sindh Integrated Emergency and Health Services shall pay for the services in accordance with the below table on the basis of 12 hours' duty:

S.No.	Item	No. of Staff	Salary	Service Charges	Tax on Service Charges	Price with taxes for each guard	Total Price (PKR)	Total Contract value 7 Months
Rates for Civilian Guards								
1	Armed Guard	29	25,000.00	4,000.00	400.00	29,400.00	852,600.00	5,968,200.00
2	Unarmed Guard	4	25,000.00	3,800.00	380.00	29,180.00	116,720.00	817,040.00
Grand Total							969,320.00	6,785,240.00
S.No.	Item	No. of Staff	Salary	Service Charges	Tax on Service Charges	Price with taxes for each guard		
Rates for Ex-forces Guards								
1	Armed Guard (Ex-Forces)	1	28,000.00	4,000.00	400	32,400.00		
2	Unarmed Guard (Ex-Forces)	1	28,000.00	3,800.00	380	32,180.00		

- The current charges are based on Minimum Wages fixed by Government @25,000/- per month. If during the contract period Minimum Wages are increased by Government, the financial impact will be borne by SIEHS upon receipt of notification from service provider, along with the copy of a SRO or a government issued notification.
- The above rates are inclusive of all taxes (WHT/SRB/GST) duties/delivery chargers etc.
- Above rates are inclusive of all requirements mentioned SOW.
- Payment will be made on monthly basis within 10 days' subject to submission of correct invoices.
- The company can ask for deployment of Ex-Forces trained security guards at various districts as per need. All the arms and other related equipment/ items required for carrying out security duties are responsibility of service provider and included in the above service charges.
- Pick and drop, Boarding and Lodging, Uniforms, Lunch/Dinner/Breakfast / Medical Aid / accidental / Safety related Insurances will be the responsibility of the service provider.
- In case of any absence of staff, service provider is liable to provide backup without any delay.
- SIEHS reserves the right to increase and/or decrease the number of guards (s) originally specified in the Tender 17-2022 on the quoted price by Rapid Security Guards Services. The unit price, other terms and conditions will remain same during the contract period.
- Penalty of per day charges per security guard will be deducted in case of security guard does not report for duty or reports late. The company is liable to replace or provide alternative guard in case of absence of the deputed guard or his unavailability. Penalty amount is calculated based on per guard payment divided by 30 days.

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