

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 / DEPT. SINDH INTEGRATED EMERGENCY AND HEALTH SERVICES
- 2) PROVINCIAL / LOCAL GOVT / OTHER PROVINCIAL
- 3) TITLE OF CONTRACT SLA FOR PROVISION OF OUTSOURCE STAFF
- 4) TENDER NUMBER TENDER 18-2022
- 5) BRIEF DESCRIPTION OF CONTRACT TECHNICIAN, TEABOYS & JANITORIAL STAFF
OUTSOURCING SERVICES
- 6) FORUM THAT APPROVED THE SCHEME BUDGET APPROVED BY BOD
- 7) TENDER ESTIMATED VALUE PKR 8,431,559.5/-
- 8) ENGINEER'S ESTIMATE NOT APPLICABLE
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 30TH JUNE 2023
- 10) TENDER OPENED ON (DATE & TIME) 24TH SEPTEMBER 2022 AT 11:00 AM
- 11) NUMBER OF TENDER DOCUMENTS SOLD ONLY 03
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED ONLY 03
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS TECHNICAL-3, FINANCIAL-2
- 14) BID EVALUATION REPORT ATTACHED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER PLOT # 31, SEC 25, STREET 2/1, BLOCK B,
NEAR BILAL CHOWRANGI, KORANGI INDUSTRIAL AREA, KARACHI
- 16) CONTRACT AWARD PRICE PKR 10,450,462.68/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). THREE (03) BIDDERS SUBMITTED BID & TWO (02)
TECHNICALLY QUALIFIED
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE X Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE ✓
- c) TWO STAGE BIDDING PROCEDURE X
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE X

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

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 type="checkbox"/>
No	SPPRA REGISTRATION IN PROCESS

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

Yes	30 TH AUGUST 2022 DAWN, JANG & KAWISH
No	<input type="checkbox"/>

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"/>
NOT APPLICABLE			

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 checked="" type="checkbox"/>	No	<input type="checkbox"/>
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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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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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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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NOT APPLICABLE

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



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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
Excellent Clean								
No records to display								

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EXCELLENT

CLEANING & JANITORIAL SERVICES

Integrity Pact

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

Contract Number: Tender 18-2022 Dated: 1st December 2022

Contract Value: PKR 10,450,462.68 (for seven months, till June 30, 2023)

Contract Title: SLA FOR OUTSOURCE STAFF / MANPOWER

Excellent Cleaning & Janitorial Services 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, **Excellent Cleaning & Janitorial Services** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

Excellent Cleaning & Janitorial Services 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.

Excellent Cleaning & Janitorial Services 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.

Plot # 31, Street 2/1, Sector-25
Bilal Chowrangi, Korangi Industrial Area,
Karachi.

A-1413, Gulshan-e-Hadeed,
Phase-1, Bin Qasim Town, Karachi.
excellent.janitorial@gmail.com
info@excellentservices.com.pk
Web: www.excellentservices.com.pk

Ph: 021-35882596, 021-35882597
Cell: 0345-5665501



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CLEANING & JANITORIAL SERVICES

Notwithstanding any rights and remedies exercised by PA in this regard, **Excellent Cleaning & Janitorial Services** 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by **Excellent Cleaning & Janitorial Services** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from PA.

Sindh Integrated Emergency
and Health Services

Excellent Cleaning &
Janitorial Services

**Excellent Cleaning
& Janitorial Services
Kar-hyd.**

Plot # 31, Street 2/1, Sector-25
Bilal Chowrangi, Korangi Industrial Area,
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A-1413, Gulshan-e-Hadeed,
Phase-1, Bin Qasim Town, Karachi.
excellent.janitorial@gmail.com
info@excellentservices.com.pk
Web: www.excellentservices.com.pk

Ph: 021-35882596, 021-35882597
Cell: 0345-5665501

**Contract Reference No: SO/SIEHS 2022 - 2023
Tender reference 18-2022 Outsource Staff**

Between

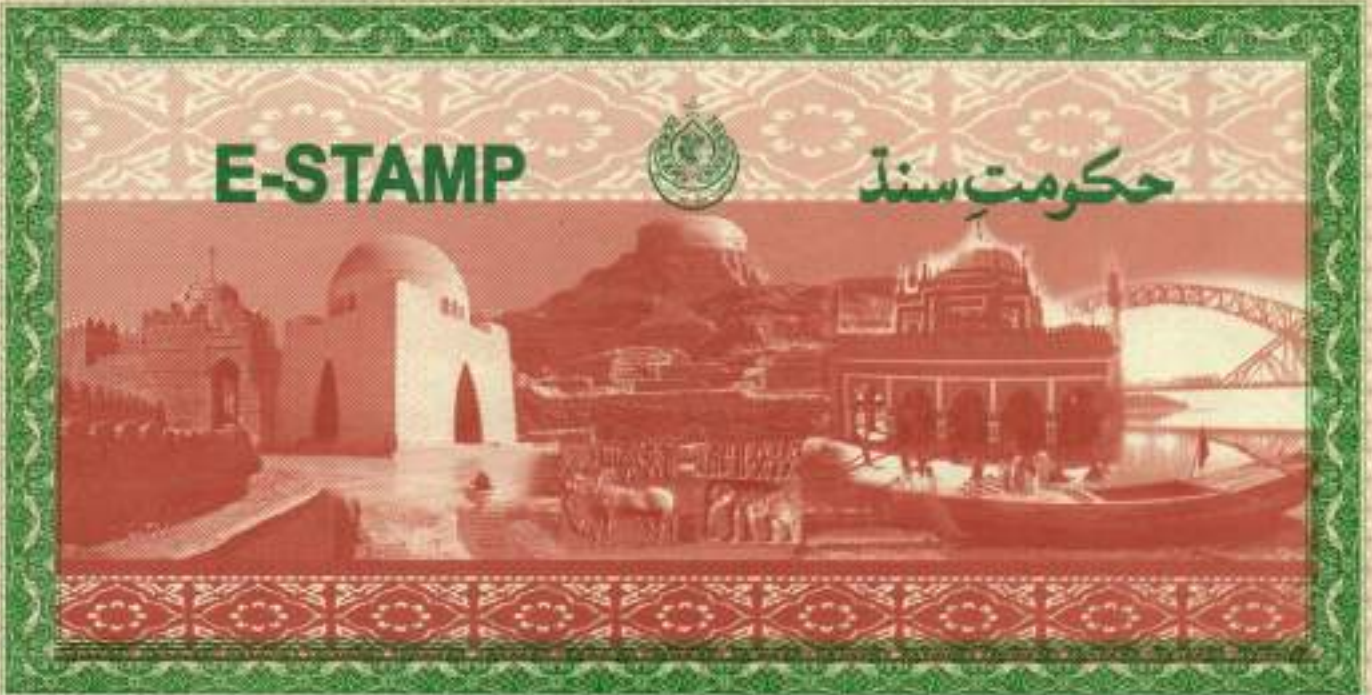
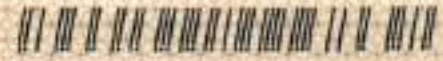
EXCELLENT CLEANING & JANITORIAL SERVICES

And

Sindh Integrated Emergency and Health Services

For

Staff Outsource Service



NBP-0055-2212060001524842

GoS-KHI-492ECFCE761E0D98

Non-Judicial

Rs 36,615/-

Description	: Contract - 15(a)
Principal	: Sindh Integrated Emergency & Health Services [00000000]
Contractor	: M/S Excellent Cleaning & Janitorial Services [00000000]
Applicant	: Muhammad Rehan [42301-3432017-3]
Stamp Duty Paid by	: M/S Excellent Cleaning & Janitorial Services [00000000]
Issue Date	: 06-Dec-2022, 03:47:48 PM
Paid Through Challan	: 2022AE911DCA4F7F
Amount in Words	: Thirty Six Thousand Six Hundred and Fifteen Rupees Only

Please Write Below This Line

Staff Outsource Service

THIS AGREEMENT is made at Karachi on this 1st December 2022

BETWEEN

Messers Excellent Cleaning & Janitorial Services a company having its registered office at Plot # 31, Sec. 25, Street 2/1, Block B, Near Bilal Chowrangi, Korangi Industrial Area, 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, a section 42 not-for-profit company registered under the laws of the Islamic Republic of Pakistan and having its office at 43,15/K, Block 6 PECHS 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.

Messers Excellent Cleaning & Janitorial Services 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 section 42 not for-profit company focusing on Health and Ambulance Operations based and operating in Pakistan.

AND WHEREAS the Supplier / Service Provider has agreed to provide goods / services and the 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 – Scope of Work & Delivery Schedule

Annexure C – Price Schedule / Contract Price

Annexure D – Minimum Health Safety Security Environment (HSSE) requirement

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

For and on behalf of Sindh Integrated Emergency and Health Services

Signed by

ARID NAVED
(Name)

[Signature]
(Signature)

CEO-SIEHS
(Designation)



WITNESSES:

PERVER AHMED
(Name)

[Signature]
(Signature)

42501-8567249-3
(CNIC No.)

SHAUZAD NOOR
(Name)

[Signature]
(Signature)

42201-0643322-7
(CNIC No.)

For and on behalf of Excellent Cleaning & Janitorial Services

BARBAR ALI
(Name)

[Signature]
(Signature)

Managing Director
(Designation)

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Kar-hyd.**

WITNESSES:

IMRAN BHATTI
(Name)

[Signature]
(Signature)

42501-4687865-9
(CNIC No.)

SALMAN SARWAR
(Name)

[Signature]
(Signature)

42501-0291412-9
(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 after Thirty (30) days of submission of invoice along with the delivery notes of goods / services completion certificate and written verification by the authorized representative of the Company. Invoices must be sent to Company User / Finance Department.

ARTICLE 6

EXAMINATION & PERFORMANCE GUARANTEE



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- 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 T18-2022 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.



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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**. Contract can be extended with mutual agreement for a period of further one year (12 months). The contract may further be renewed for next year on mutual consent of both the parties on annual basis, maximum up to three years (subject to the satisfactory performance). The bidder is bound to provide services for extended contract period. Upon signing of agreement with successful bidder, the filled bidding documents will be part of agreement. The price for 2nd and 3rd year (if renewed) cannot be more than the annual CPI published by the State Bank of Pakistan and is subject to mutual agreement
- 9.2 Either party will have the option to terminate this Agreement by giving the other party **one (1) month** written notice in advance. If the Supplier / Service Provider exercises right under this provision in that case the Supplier / Service Provider shall comply with instructions of the Company in respect of the last date for rendering of the Services and till that date the Supplier / Service Provider shall be responsible to provide the Services.
- 9.3 Breach of any condition of any term of the Contract and directions issued by the Company as and when communicated to the Supplier / Service Provider, including the terms of **Annexure A** -If the Supplier / Service Provider shall not rectify the breach within the stipulated period or comply with the Obligations of the Supplier / Service Provider, the non-compliance of obligation of the Supplier / Service Provider shall give the Company right to terminate the agreement immediately without notice and without prejudice to any other rights which may be available to the Company.
- 9.4 In the event of the following, the Company shall have the right to immediately terminate this Agreement without assigning any further reason and without any notice in writing or otherwise



- a. Supplier / Service Provider fails to comply with any provision of this Agreement, and or fails to comply with local / national laws and directions as and when communicated.
- 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.




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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:
- a. Be executed in accordance with the provisions of this Agreement;
 - b. Be executed contemporaneously with a separate specific Agreement in favor of and for the benefit of the Company to the effect that the assignee accepts and agrees to be bound by the Agreement;
 - c. Be of no force or effect whatsoever unless and until the provisions of this Article 11 have been met, and an executed copy of the Agreement referred to in (b) above has been delivered to Company as a pre-condition to granting the required written consent.

ARTICLE 12

COMPLIANCE WITH LAWS

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

ARTICLE 13

CONFIDENTIALITY

- 13.1 In the performance of this Agreement, each Party may be exposed to Confidential Information of the other Party. No Party may disclose, reveal or use any such Confidential Information without, in each instance, obtaining the express prior written consent of the owner thereof. These obligations shall survive the expiration or termination of this Agreement.
- 13.2 Each Party acknowledges and agrees that the Confidential Information received by it from the other Party shall be kept confidential and shall not be disclosed or revealed to any other person other than those employees of such Party who needs to know the Confidential Information for the purpose of performing their respective obligations under this agreement and such employees shall take responsible steps to keep secrets.
- 13.3 The obligation of the Parties under Confidentiality Clause shall survive the termination, expiration, cancellation of this Agreement and remain valid and in full force even after the termination, expiration, cancellation of this Agreement.

ARTICLE 14
WAIVER



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- 14.1 A waiver on the part of the Company or the Supplier / Service Provider of any breach of any term, provision or condition of the Agreement shall not constitute a precedent nor bind either party hereto to a waiver of any succeeding breach of the same of any other term, provision or condition of the Agreement.

ARTICLE 15

APPLICABLE LAW

- 15.1 The validity, applications, interpretation and implementation of the Agreement and any dispute, controversy and claims shall be governed by the laws of the Islamic Republic of Pakistan.

ARTICLE 16

JURISDICTION

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

ARTICLE 17

LANGUAGE

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

ARTICLE 18

SAFETY

- 18.1 Supplier / Service Provider shall take all necessary precautions in connection with the Agreement in order to ensure the safety and health of the personnel of Company, Supplier / Service Provider and third parties.

- 18.2 Further HSSE requirements are specified in **Annexure D**.



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ARTICLE 19**NOTICES**

- 19.1 All notices and other communications to be sent by either party to the other shall be duly communicated if delivered to the other party at its address referred to below or its receipt has been acknowledged in writing provided that either party may any time designate a different address to which notices and other communications are thenceforth to be sent.

Supplier / Service Provider at:

Excellent Cleaning & Janitorial Services
Plot # 31, Sec. 25, Street 2/1, Block B,
Near Bilal Chowrangi, Korangi Industrial Area,
Karachi.

Company at: **Sindh Integrated Emergency and Health Services**

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

- 19.2 Any notice, documents or other writing required by the Agreement to be given or sent shall be deemed to have been duly given or sent if it is delivered in person to the addressee or, if sent by courier telex or facsimile or e-mail, when it is received by the addressee.

Name	Designations	Email Addresses	Contact Numbers
Saad Bhutto	AM Administration & Security, Facility Management	saad.bhutto@siehs.org	0324-1453660
Tehreem Qazi	Manager Contracts & Procurement	tehreem.qazi@siehs.org	0302-8220595

- 19.3 The address for delivery of notices and documents to the Company or the Supplier / Service Provider, as the case may be, pursuant to this Article shall be as stated in the Agreement or as may otherwise be notified from time to time in writing by one party to the other.



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ARTICLE 20

ALTERNATIVE SUPPLIER / SERVICE PROVIDER

20.1 In the event of a default by the Supplier / Service Provider to fulfill any of the terms and conditions of the purchase order, the decision of the Company being conclusive and final in the matter, the Company shall have the absolute right to cancel the purchase order forthwith and stop receiving goods / services from the Supplier / Service Provider without incurring any liability financial or otherwise and shall be entitled to recover the cost of arranging alternate Supplies / Service Provider from other sources from the Supplier / Service Provider or adjust the same against the Supplier / Service Provider's outstanding bills.

ARTICLE 21

SURVIVAL

21.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Supplier / Service Provider from obligations being entered under this Agreement and Supplier / Service Provider shall be bound to complete the services or supplies of goods with the predetermined specifications and shall continue to be responsible for the warranties, remedies, promises of indemnity and confidentiality as decided.

ARTICLE 22

ENTIRETY OF THIS AGREEMENT

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

ARTICLE 23

RIGHT TO VARY QUANTITIES

23.1 SIEHS reserves the right to increase and/or decrease originally quantity specified in the tender 18-2022 without any change in unit price or other terms and conditions during the contract period.

The following annexures will form part of this agreement:

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Annexure B
SCOPE OF WORK

- a) The Services are performed by Service Provider Employees on the basis of a 6 days working week; or as decided by the Company from time to time, and communicated to Service Provider.
- b) Service Provider Employees utilize for the provision of the Services are suitably qualified and trained to perform the Services; in complete discharge of their responsibilities;
- c) During the tenure of this Agreement, Service Provider Employees devote the time, attention and skill required for the proper performance of Services to the Company in terms of the said contract;
- d) 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;
- e) Service Provider Employees comply with all applicable laws, rules and regulations.
- f) All Services are carried out with all reasonable skill and care;
- g) Service Provider and 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;
- h) The Service Provider Employees comply with any regulations provided to Service Provider under clause herein below; and
- i) Service Provider shall be responsible for minimum wage compliance and obligations with all the relevant Labor Laws including but not restricted to Education, 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;
- j) Service Provider employees will undertake to provide service training and development as specified from time to time
- k) 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.
- l) Service Provider will be responsible to verify the references provided by the candidate through written confirmation from reference at the time of hiring
- m) Service Provider will ensure to issue proper Appointment Letter to their employees and inform the Company accordingly.
- n) The representatives of the Company may conduct surprise visit(s) to the Service Provider's office(s) at any time.
- o) Service Provider shall be exclusively responsible for paying the salary and other emoluments and providing the benefits to which each Service Provider Employee is entitled under his contract with Service Provider. For the sake of clarity, it is specifically provided that the Company shall not be liable to any Service Provider Employee for any salary or emoluments, or for the reimbursement of any expenses, or for any other amount on any other account. Exclusively Service Provider shall deal with all claims made by Service Provider Employees. Service Provider shall be liable for observance of all the labor laws and payment of benefits with regard to labor laws to the Service Provider Employees. In case if the same is required to be made by the Company, the Service Provider should undertake to reimburse the Company with regard to the same or authorize deductions from payments due to the Service Provider.

p) Service Provider shall ensure that the verifications of relevant documents to be done and inform the Company accordingly:

• Educational record of the respective contractual (if any)

• Previous employer's certificate



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- 2 written References with contact Nos. and valid address of the reference
- Date of expiry of CNIC
- Verification of CNIC by NADRA
- Police Verification
- EOBI / SESSI payments record every month

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

LOCATIONS:

Head Office, Zone 1 & 2

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 / CTD: House # 134 Block-B, SMCHS Karachi
7. Korangi: F-36/3, Sector # 31-E Lucknow Housing Society Korangi, Karachi.

Zone 3

1. Thatta Station: Near Peads Ward Civil Hospital Makli Distt: Thatta.
2. Sakro Station: Village Ilyas Wayro near PSO pump Mirpursakro road District Thatta.
3. Sujawal Station: Civil Hospital Sujawal Distt: Sujawal
4. Mirpur Bathoro Station: Civil Hospital Mirpur Bathoro Distt: Sujawal
5. Hyderabad Station: H # A-121 Muslim Cooperative Housing Society Qasimabad Hyderabad.

STAFF/JANITORS DEPLOYMENT

TEA BOYS:

1. HO: 02 Tea boys required for First floor and 01 Tea boy for Second Floor required in shift (Morning = 3, Evening = 1, Night = 1), Total = 5 and 1 Supervisor in Morning shift
2. Satellite Office: 01 Tea boy required in Morning Shift.
3. CTD: 01 Tea boy required in Morning Shift.
4. Stations (Zone I & II): 01 Tea Boy per station in General Shift Total=5
5. Zone-III and Hyderabad:
 - i. 01 Tea Boy per station in General Shift
 - ii. 01 Tea Boy at C & C & Thatta station in Evening Shift, Total=6

JANITORIAL:

1. HO: 01 JS required for each floor in Morning shift and one Female and 01 JS (Evening and Night Shift), Total = 6
2. Satellite Office: 01 JS required in Morning Shift.
3. CTD: 01 JS required in Morning Shift.
4. Stations (Zone I & II): 1 JS per station in General Shift Total=5
5. Stations (Zone-III and Hyderabad)
 - i. 1 JS per station in General Shift & 01 JS at C & C and Thatta station in Evening Shift, Total=5

MULTISKILL TECHNICIAN:

1. Head Office (Morning, Evening and Night shift)



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2. 1 at Head Office (Morning Shift & also when required in emergency 24/7). This person must have their own bike for mobility towards our Karachi Stations). Fuel of bike will be borne by service provider

SUPERVISOR

The Service Provider shall provide a qualified and experienced Supervisor based in Karachi to look after the satisfactory provisioning of janitorial and tea boy at Head Office in the light of the terms and conditions of the contract on full time basis. He shall be representative of the Service Provider coordinate and interact with the management of the Company.

Scope for Expansion

SIEHS is expanding ambulance stations in 22 districts of Sindh in 40 different locations in next one year.

1. Every station will have one tea boy and one Janitorial staff with 8 hours shift 8.00 AM to 4.00 PM.
2. Total 80 support staff may be deployed and SIEHS may add / remove as per requirement.

Support staff can be relocated anywhere within district/city

STAFF

The Service Provider shall provide trained male/female janitors and tea boys with proper uniforms and label cards showing their identity for satisfactory performance of services as per the terms and conditions of the contract and provide list of such staff showing names, designation and addresses to the Company.

TIMINGS

The Service Provider shall provide the services at the SIEHS designated locations covering the prescribed timings or as per convenience of the Company.

- Morning Shift: 8:00 AM to 4:00 PM
- Evening Shift: 3: 00 PM to 11:00 PM
- Night Shift: 11:00 PM to 8:00 AM

COMPLAINT OFFICE

The Service Provider shall have a well-defined system of complaint registration and all complaints shall be dealt promptly and resolved immediately.

MACHINE AND TOOLS

Floor scrubbing machines, anti-septic spray machines, vacuum machines, etc. shall be made available by the Service Provider (Quarterly)

RESPONSIBILITIES OF JANITORIAL STAFF

The services includes but not limited to following:

- i. Dusting of furniture and fixture on daily basis
 - ii. Sweeping and cleaning of all staff rooms, training rooms, lobbies, terraces etc on daily basis
 - iii. Cleaning, washing of toilets including commode, urinals, wash basins by using proper insecticides material on daily basis
- Disposal of all liter/garbage from the office on daily basis
 Cleaning of curtains, walls and windows
 Wet and dry moping of floors on daily basis



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- vii. Cleaning of drains, sewerage line (this doesn't include major break down), as and when required basis.
- viii. Washing/cleaning of all tiles/marbles as and when required basis
- ix. Removal of rubbish/waste garbage to the nearest dumping point on daily basis
- x. Making and serving tea/coffee etc.
- xi. Serving of lunch to staff/guests
- xii. Washing of utensils.
- xiii. Deep cleaning will be made on weekend at HO and Stations.
- xiv. Any other routine office service will also be part of contract e.g. loading of office stuff, in-house event arrangements etc.
- xv. Provide one uniform set with shoes on yearly basis.
- xvi. Janitorial and tea boy must come with neat and clean uniform.
- xvii. Vendor will provide hairnet and gloves to tea boys.

TECHNICAL STAFF REQUIREMENT

- One technician will perform duty in shift A (7am to 3 pm).
- One technicians will perform duty in shift B (3 pm to 11 pm).
- One technician will perform duty in shift C (11 pm to 7 am).
- In case of any Technician Absent, Service Provide is responsible to deploy the alternate technician on site.

RESPONSIBILITIES OF SERVICE PROVIDER

- Implement weekly/ monthly checklists of all technical SOPs.
- Ensure operational serviceability of all technical equipment.
- Service Provider will provided all safety equipment and uniform.

RESPONSIBILITIES OF SERVICE CLIENT

- Client representative will assign the all type of R&M work of Technical maintenance as per schedule and check list.
- Attend the complaints through the team of Technicians for all Business Units.
- Control material issuances, equipment, and supplies.
- Client will provide all tools and equipment for carry out the execution of repair and maintenance jobs.

RESPONSIBILITIES – TECHNICIANS (Electrician cum carpenter or plumber)

- Carry out all technical maintenance work in respective shifts including but not limited;
- Keep round of building on daily basis and update to Manager Facility / AM Admin Services.
- All types of Electric wiring work with all safety measures with subject to prior approval from Manager Facility / AM Admin Services.
- Ensure all critical areas has been locked and tagged (Electrical Panel and others)
- Provide Technical support to the IT department (i.e. placing communication cables, etc.)
- All type of sanitary / plumbing jobs in case of malfunctioning of the plumbing fittings.
- Wiring work for installation of new telephone connections.
- Installation of new power extension inside premises of Head Office.
- Replacement / repairing of door locks and other associated carpentry work.
- Installation & Cleaning / fitting of bracket fans, sockets and pedestal fans.
- Timely generator operative in case of power outage from K Electric and maintain record of load shedding.
- Maintain log file of Diesel consumption and timely filling of diesel tank and cleanliness as well.
- Operation of dirty and sweet water pump and acknowledgement of water level in main tank on daily basis.
- Fixing & cleaning of Bulb energy saver & down light etc.
- In case of an emergency any Technician will be called for rectification 24 x 7



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Annexure C
PRICE SCHEDULE / CONTRACT PRICE

Description	No of Staff	Monthly Rate	Service Charges	Tax on Service Charges	Per Person / month	Per month Amount
Tea Boys Staff	18	32,252.67	2,660.00	345.80	35,258.47	634,652.40
Janitorial Staff	18	32,252.67	2,660.00	266.00	35,178.67	633,216.00
Janitorial Supervisor	1	35,319.00	2,913.00	291.30	38,523.30	38,523.30
Technician	3	38,919.33	3,210.00	417.30	42,546.63	127,639.90
Technician with bike & Fuel	1	50,586.00	4,172.00	542.36	55,300.36	55,300.36
Tea Boys Staff	1	1,644.00	136.00	17.68	1,797.68	1,797.68
Janitorial staff	1	1,644.00	136.00	13.60	1,793.60	1,793.60
Total Amount / month						1,492,923.24
Total Amount for Seven Months						10,450,462.68

- All the items / equipment required for carrying out required services are responsibility of service provider and included in the above service charges.
- The Numbers of staff and locations may vary as per Company's demand.
- The Current Charges are based on Minimum Wages fixed by Government @ 25,000/- per month excluding EOBI & SESSI. If during the contract period Minimum Wages are increased by Government, the financial impact will be borne by the Customer upon receipt of notification from Service Provider.
- Payment will be made on Monthly basis within 10 days and issue cheque / bank transfer by 10th working day of every month.
- Service Provider will submit complete and clear invoices along with supporting documents by 2nd of every month
- Pick and drop, Boarding and Lodging, Uniforms, Lunch / Dinner / Breakfast / Medical Aid / Insurance will be the responsibility of Service Provider
- Penalty of per day charges per staff will be deducted in case of staff does not report for duty or reports late. The company is liable to replace or provide alternative staff in case of absence of the deputed or his unavailability. Penalty amount is calculated based on per staff payment divided by 30 days

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Annexure D

MINIMUM HEALTH SAFETY SECURITY ENVIRONMENT (HSSE) REQUIREMENT

1. **Appropriate Equipment**
 - a. Appropriate equipment /tools are shall be issued to workers for use in their corresponding activity or task.
 - b. A safety harness shall be used while working at heights.
 - c. Special tools and equipment shall be issued to workers for specific jobs who are trained for proper use of such equipment.

2. **Personal Protective Equipment (PPEs)**
 - a. The Supplier / Service Provider shall provide all staff/workers with the appropriate personal protective equipment.
 - b. The proper use of personal protective equipment shall be monitored as part of the Contractor's regular inspection at the job site.
 - c. The Contractor shall arrange with the Company Representative for the proper storage of PPE's at the job site. This shall be discussed in the Pre-job Safety meeting.

3. **Kick-off meeting**
 - a. A Kick-off meeting shall be held prior to the start of work. The objective of this meeting is to achieve full and effective preparedness with the Contractor before execution of the job.

General Safety Requirement

1. **Safety Philosophy and Contractors Responsibilities**

2. **Personal Protective Equipment**
 Contractor's personnel working on the Company installations must wear and use the following appropriate personal protective equipment. These equipment(s) must be in perfect working order and unusable equipment must be destroyed.

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

Ear plugs/Ear Muffs: In areas of excessive noise hearing protection must be used. In low risk areas ear plugs and for high risk areas ear muffs are recommended, and must be used by all personnel.

Rubber boots: Are used to protect against Chemical splashes and in areas of water, wet mud or sediment.

Gloves: Appropriate gloves according to the nature of work should be worn for all jobs.

3. **Fire Control**
 Any work using tools or equipment that produce hot sparks, or using flames or high temperature, require a hot work permit before the work can be started.

During hot work, a water hose or at least one dry chemical powder fire extinguisher must be placed nearby for immediate use on a fire. While working on elevations have a fire extinguisher handy and protect the area below from falling sparks by keeping it wet.

Use the fire protection equipment as trained. Avoid delays as prompt action is vital to effective fire control. If managed to extinguish the fire flame successfully, make sure that the fire is completely out. Watch for possible re-flash and be ready to snuff it out again.



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