



Karachi, dated 24th January, 2019

TENDER NOTICE FOR
OFFICE SPACE REQUIRED IN KARACHI

The Services, General Administration & Coordination Department, Government of Sindh, invites Sealed bid(s) under SPPRA Rules 2010 from interested owners / their representatives Estate Agent having requisite premises, for acquiring accommodation on rental basis for the office of Chairman Employees Old Age Benefit institution.

2. The basic requirements for the premises are as follows:

FEATURES	REQUIREMENTS
Preferred Location	P.E.C.H.S, Saddar, Shaheed-e-Millat Road, Bahadurabad, Sindhi Muslim Housing Society or nearby Sindh Assembly.
Area /Space	Offered premises / bungalow should have a minimum floor area of 10000 sq feet in good condition.
Parking Space	10 Cars
Necessities & Conditions	i. The premises must be vacant and free from all encumbrance, claims and disputes. ii. The documentary evidence of ownership, copy of approved layout plan as well as the copies of duly paid utility bills / taxes including electricity, telephone, water & sewerage, Sui Gas etc should be made available. iii. The premises must be neat & clean and freshly whitewashed. iv. The rate / rent offered should be inclusive of all taxes levied by FBR & SRB.

3. The tender documents containing evaluation criteria and other relevant details may be collected, free of cost, from the office of Chairman Committee, Additional Secretary (GA), SGA&CD, Government of Sindh, 2nd floor, New Sindh Secretariat Building No.1, Kamal Atta Turk Road, Karachi, during office hours from publication of this notice to 12th February 2019. The last date for submission of bids is 12th February 2019 upto 3:00 pm. The bid shall be opened on the same day at 3:30 pm in the presence of bidders who wish to attend. The willing bidder can also download the bidding documents from the SPPRA website and submit the same.

4. In case Government announces any public holiday on scheduled dates, the tender will be submitted and opened on the next working day at same time.

5. A refundable pay order of an amount of 2 % of the total sum of 11 months and venue rent demand for the premises offered, as Bid Security, in the name of "**Section Officer (CTC), SGA&CD, Government of Sindh**" with the tender documents is mandatory to be enclosed. No tender will be accepted without Bid Security and all such tenders will be rejected on the spot.

6. The Competent Authority reserves the right to reject any or all bids at any time subject to provisions as given in SPPRA Rules 2010.

Section Officer (CTC)
SGA&CD, Government of Sindh



**GOVERNMENT OF SINDH
SERVICES, GENERAL ADMINISTRATION
& COORDINATION DEPARTMENT**

BIDDING DOCUMENT

FOR

OFFICE SPACE REQUIRED IN KARACHI

**2ND FLOOR, NEW SINDH SECRETARIAT BUILDING NO. 1,
SHARAH-E-KAMAL ATTA TURK ROAD, KARACHI.
PHONE NO.021-**



NO.SO(CTC)SGA&CD/ /2019

Government of Sindh
Services General Administration &
Coordination Department

Karachi dated: January 2019

TENDER FORM

Name of Tender	Acquiring of office accommodation in Karachi.
Official address	Section Officer (CTC), Services General Administration & Coordination Department, Government of Sindh, Karachi.
Date of Tender issue/Closure:	24 th January 2019/12 th February 2019
Tender submission first date and time	12 th February 2019 at 3:00 p.m
Bidding Process	Single Stage - One Envelop
Bid Validity	90 working days from the date of opening of bid.
Date of availability of premises	Must be made available within one month of signing of contract or letter of award.
Bid security	2% of the total sum of 11 months' rent demanded
Cost of Bidding documents	Free of Cost (Can be downloaded from website of SPPRA)

2. INSTRUCTIONS TO BIDDERS (ITB)

2.1 CORRESPONDENCE ADDRESS

The contact number and the correspondence address for submitting the proposals are as follow:

**Section Officer (CTC)
Services General Administration &
Coordination Department
Government of Sindh,
2nd Floor, New Sindh Secretariat Building No.1,
Shahrah-e-Kamal Atta Turk Road,
Karachi.
Phone No,021-_____**

2.2 ELIGIBLE BIDDERS

All the bidders duly incorporated and based in Pakistan governed by rules, laws and states of Government of Pakistan and Government of Sindh shall be eligible. (SPPRA Rule 29).

2.3 PREPARATION OF BIDS

2.3.1 BIDDING PROCESS

This is the single stage - One envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** . (SPPRA Rule 46 (1-a & b))

2.3.2 COST OF BID

The bidder shall bear all costs associated with the preparation and submission of its bid. Services General Administration & Coordination Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3.3 LANGUAGE OF BID

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and Services General Administration & Coordination Department must be written in English. (SPPRA Rule 6 (1)).

2.3.5 FINANCIAL PROPOSAL

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Form for Financial Proposal are available in Section (4).

2.3.6 BID CURRENCIES

All prices quoted must be in Pak Rupees.

2.3.7 BID SECURITY

Services General Administration & Coordination Department shall require the bidders to furnish the BID Security of 2% of one year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank guarantee acceptable to the Services General Administration & Coordination Department, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Services General Administration & Coordination Department reasonable time to act, if the security is to be called. (SPPRA Rule 37(1)).

Bid Security should be attached with the bid.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Services General Administration & Coordination Department as non - responsive.

Bid Security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired. (SPPRA Rule 37(2)).

The bid security shall be forfeited:

- If a bidder withdrawn its bid during the period of its validity specified by the Bidder on the Bid Form; or
- In the case of a successful Bidder, if the Bidder fails to:
 - Sign the contract in accordance with ITB Section (2.6.4); or
 - Does not abide by the terms of Contract Agreement.

2.3.8 BID VALIDITY

Bids shall remain valid for a period of ninety (90) days after the date of bid opening prescribed by Services General Administration & Coordination Department; (SPPRA Rules 38(1)).

2.4 SUBMISSION OF BID

2.4.1 SEALING AND MARKING OF BID

This is the Single Stage - One Envelop Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (I) Estate agent has three years of experience of Real Estate (II) Rs. 1 million turnover of each year for last three years (III) NTN/GST/SRB wherever applicable (duly filled in all respect) and **FINANCIAL PROPOSAL**. (SPPRA Rule 46 (1-a & b)).

2.4.2 CLARIFICATION OF BIDDING DOCUMENTS

An interested bidder, who has obtained bidding document, may request for clarification of contents of the bidding document in writing, and Services General Administration & Coordination Department shall respond to such queries in writing within three calendar days provided they are received at least five (5) calendar days prior to the date of opening of bid. (SPPRA Rule 23 (1)).

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.4.3 WITHDRAWAL OF BIDS

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and / or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by Services General Administration & Coordination Department prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section (2.4.8)

2.4.4 CANCELLATION OF BIDDING PROCESS.

1. Services General Administration & Coordination Department may cancel the bidding process at any time prior to the acceptance of a bid or proposal; (SPPRA Rule 25 (1)).
2. Services General Administration & Coordination Department shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7-1); (SPPRA Rule 25 (2)).

3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security shall be returned along with such intimation; (SPPRA Rule 25 (3)).
4. Services General Administration & Coordination Department shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. (SPPRA Rule 25 (4)).

2.5 OPENING AND EVALUATION OF BIDS

2.5.1 OPENING OF BIDS BY SERVICES GENERAL ADMINISTRATION & COORDINATION DEPARTMENT

The opening of bids shall be as per the procedure set down in Section 2.3.1 dealing with bidding process.

2.5.2 CLARIFICATION OF BID

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, Services General Administration & Coordination Department may, at its discretion, ask a Bidder for a clarification of bid for evaluation proposes. The request for clarification and the response shall be in writing and no change in the prices of substance of bid shall be sought, offered or permitted (SPPRA Rule 43).

2.5.3 ELIGIBILITY CRITERIA

All bids shall be evaluated as per the criteria given in para 2.5.4.

2.5.4 ELIGIBILITY CRITERIA

Services General Administration & Coordination Department shall evaluate the offers using the following eligibility criteria.

Sr#	Requisite	Max Marks	Marks Obtained as Documentary Evidence	Marks Obtained per	Marks Obtained after due visit by the Premises	Marking Criteria	Documents / Information to be enclosed
1	Location	30				P.E.C.H.S, Saddar, Shaheed-e-Millat Road, Bahadurabad, Sindhi Muslim Housing Society or preferably in the vicinity of Sindh Secretariat.	Site Plan
		15				Away from the main location i.e. Sindh Secretariat	
2	Approach to the road	10				Easy approach	Evidence
		05				Crowded area	
3	Area	20				10000 sft floor area	Title document of the property
		10				Above 10000 sft.	
		0				Below 10000 sft.	
4	Dedicated Parking space.	10				With Parking	Number
		0				Without Parking	
5	Security, services lifts & maintenance	10					
6	Condition of the property i.e. ready to move or not.	05					
	Total Marks	95				70 % minimum marks for qualification is required. Qualified / Disqualified	

Note

1. Acquiring of 70% marks (on the information given by the bidder) will make a bidder qualify for visit of the property by the Sub-Committee to be constituted by the Procurement Committee of the Services General Administration & Coordination Department.
2. Post qualification process will be adopted on least cost method.
3. Subsequently the property will be visited by the Procurement Committee for physical verification of the information given by the bidder. Location which acquires minimum of 70% marks after due inspection as per the criteria given above will be considered as "Qualified Premises / Bid".
4. Attachment of relevant in each of the above requisite is mandatory. In case of non-provision of evidence to any of the demand, no marks will be awarded.

2.6

AWARD OF CONTRACT

2.6.1 AWARD CRITERIA

Subject to ITB section (2.6.2) Services General Administration & Coordination Department will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined is on ground verified by the Procurement Committee.

2.6.2 SERVICES GENERAL ADMINISTRATION & COORDINATION DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BID

Services General Administration & Coordination Department annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the bidder(s)

2.6.3 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, Services General Administration & Coordination Department will notify the successful Bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid has been accepted.

The notification of award will constitute the formation of the Contract.

Services General Administration & Coordination Department will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB section (2.4.7).

2.6.4 SIGNING OF CONTRACT

Within 5 days from the date of notification of the award the successful bidder shall furnish to Services General Administration & Coordination Department particulars as may be asked by the Services General Administration & Coordination Department.

The Contract shall be signed by the parties at Services General Administration & Coordination Department, Government of Sindh, Karachi, within 15 days of award of contract copy of the agreement enclosed as **Annexure "A"** required to be signed by the lessor at this stage.

2.6.5 GENERAL CONDITIONS OF CONTRACT

For detailed General Conditions of Contract refer to Section (5.1) of this TD.

**2.6.6 SPECIAL CONDITIONS CONTRACT
(SAME AS GENERAL CONDITIONS OF THE CONTRACT)**

3. SCOPE OF WORK

Hiring of office by Services General Administration & Coordination Department,
Government of Sindh, Karachi as per the location given in the advertisement.

4. **FINANCIAL PROPOSAL**

PRICE SCHEDULE

Name of the Bidder _____

Monthly Rent (Lump Sum) _____ Total of 11 months

NOTE

1. Owner will be liable to pay all municipal, government non-government and other rates, taxes stamp duly (as applicable under Stamp act 1989) duly stamped on the contract agreement and assessment which may be levied in respect of the Demised Premises.
2. For each property separate pay order has to be enclosed as per the amount mentioned in the advertisement given in the newspaper.
3. Earnest money of 2% of one year rent demanded of the premises, in shape of pay order or irrevocable Bank Guarantee acceptable to the Services General Administration & Coordination Department is to be attached with Financial Proposal.

Signature & Stamp of the Bidder _____

Date _____

5. CONTRACT (As will be executed if the bid qualifies) – **Annexure-A**

5.1 CONDITIONS OF CONTRACT, As per clause 5

5.1.2 LAW GOVERNING CONTRACT

The contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

5.1.3 NOTICE

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- A Party may change its address for notice by giving the other Party notice in writing of such change to the address specified in the bidding document.

5.1.4 AUTHORIZED REPRESENTATIVE

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Services General Administration & Coordination Department or the supplier may be executed by its officials.

5.1.5 TAXES AND DUTIES

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

5.1.6 EFFECTIVENESS OF CONTRACT

This Contract shall come into effect on the date of contract is signed by both Parties. The date of the Contract comes into effect is defined as the Effective Date or possession of site/takeover of premises.

5.1.7 EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

5.1.8 MODIFICATIONS OR VARIATIONS

Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

5.1.9 FORCE MAJEURE

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is a result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach or default under this Contract insofar as such inability arises from an event of Force Majeure provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measure in order to carry out the terms and conditions of this Contract, and (b) has informed that other Party as soon possible about the occurrence of such an event.

5.1.9.2 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 TERMINATION OF CONTRACT BY LESSOR / LESSEE. As per clause 5

5.1.11 GOOD FAITH

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of the objective of this Contract.

5.1.12 SETTLEMENT OF DISPUTES

5.1.12.1 AMICABLE SETTLEMENT

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 ARBITRATION

If the Services General Administration & Coordination Department and the Supplier fails to amicably settle any dispute arising out of or in connection with the Contract within Ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi Pakistan and proceedings of arbitration shall be conducted in English.

TENANCY AGREEMENT

This Tenancy Agreement is made at _____ on this _____ of _____ 2019

BETWEEN

Mr. _____ S/o _____, Muslim, adult, holding CNIC No. _____, resident of _____ (O) though his Special Power of Attorney Mr. / Mrs. _____ S/D/ _____, hereinafter referred to as Owner, which expression shall wherever the context so requires or permits, include his/her successors, done, executors administrator and assigns of the ONWER.

AND

Government of Sindh, Services General Administration & Coordination Department through its Section Officer (CTC) Mr. _____ S/o _____ Muslim, adult, holding CNIC No. _____ resident o

Karachi, hereinafter referred to as the TENANT, which expression shall, wherever the context so required or permits, include their successors, executors, administrators, and assigns of the TENANT.

WHEREAS the OWNER is the undisputed owner-in-possession of _____ BUNGALOW/HOUSE CONSTRUCTED ON PROPERTY NO. _____ KARACHI, MEASURING _____ SQUARE YARDS, comprising such bedroom drawing room, dining room, lounges, attached bathrooms, garden, servant quarter as per SITE PLAN ATTACHED.

AND WHEREAS, the TENANT has agreed to take the aforesaid premises on rent with effect from _____ 2019 AT THE MONTHLY RENT OF Rs. _____ (Rupees _____) and both the above parties have agreed on the

following terms and conditions:

1. THAT the period of tenancy shall be initially for 11 months effect from _____ 2019 and renewable on such terms and conditions as may be mutually agreed upon.
2. THAT the rent at the rate of Rs. _____ (Rupees _____) per month shall be payable by the tenant up to 10th of every month.
3. THAT the rent will be increased subject to the mutual agreement.
4. THAT the rent in advance shall not be paid beyond three months amount.
5. THAT either party shall serve THREE MONTH prior written notice to the other in case the said premises is being vacated or is required to be vacated, ON OR BEFORE expire of tenancy period of one year.

6. THAT the premises shall be used for office purpose, but the tenant shall not include into such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitled to.
7. THAT the tenant shall not make any structural alteration, modification, addition or damage including to the floor, walls, interior or exterior of said premises without prior permission of the landlord.
8. THAT no offensive material shall be stored in the said premises that are prohibited by law.
9. THAT adequate fire-fighting arrangements shall be made by the Tenant so that the fire, accidental or otherwise, may be extinguished.
10. THAT all income/ sales and property taxes, rates, assessments, levied by the Government (Federal/Provincial) or their agencies, shall be payable by the owner, if such bills are received by the Tenant, these shall be transmitted to the owner immediately.
11. THAT on receipt of the bills of electricity, water gas etc, the same shall be paid by the Tenant promptly and a copy shall be transmitted to the owner.
12. THAT the Tenant shall in no case let out or sub-let the premises collectively or individually to any other person or persons of handover the premises to any outside.
13. THAT the premises would be handed over to the Tenant with serviceable electricity, fixtures, in immaculate condition.
14. THAT the Tenant shall keep the premises in its present order, and will not cause any damages to the rented premises.
15. THAT the Tenant shall allow the owner or his representative / agent to inspect the said premises during any reasonable time of the day with prior appointment with the Tenant.
16. THAT the Tenant is authorized to put cabins, partitions etc, of wood or synthetic material without causing any damages to the floors or the four walls of the premises.
17. THAT on the expiry of tenancy period, the Tenant shall handover to the Owner vacant possession of the rented premise in its original condition in which it was let out, except normal wear and tear.

IN WITNESS WHEREOF the Owner and the Tenant have set their respective hand on this day of _____, Two Thousand and Nineteen.

WITNESSES:

1. _____

2. _____

OWNER _____

Mr. _____

S/o _____

CNIC No. _____

TENANT _____

GOVERNMENT OF SINDH
 SERVICES GENERAL ADMINISTRATION &
 COORDINATION DEPARTMENT

Through its Section Officer (CTC)

Mr. _____

S/o _____

CNIC No. _____



NOTIFICATION

In respect of
Hiring of Private
Premises
(Under Rule 7)



NOTIFICATION

Complaint
Rederessal
Committee
(Under Rule 31)