



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

No. SOA/SKA&SDD/4-39/2

Copy No. _____

TENDER DOCUMENT
FOR ACQUIRING OF OFFICE PREMISES ON RENT BASIS

1

KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT
GOVERNMENT OF SINDH
J-193, PECHS, BLOCK-2 NURSERY, KARACHI.
PHONE # 021-99238563 & 021-34302723



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

TENDER NO. SOA/SKA&SDD/4-39/2012 DATED 22ND MAY, 2015

TENDER DOCUMENT ISSUANCE PROFORMA

NAME OF TENDER:	ACQUIRING OF OFFICE ACCOMMODATION IN KARACHI.
OFFICIAL ADDRESS:	OFFICE OF THE SECRETARY TO GOVT. OF SINDH, KATCHI ABADIS & SPATIAL DEV. DEPTT. J-193, PECHS, BLOCK-02, NURSERY, KARACHI.
DATE OF TENDER ISSUE/CLOSURE:	22 ND MAY, 2015 TO 10 TH JUNE, 2015
TENDER SUBMISSION DATE AND TIME:	10 TH JUNE, 2015 AT 1500 HOURS
TENDER OPENING DATE AND TIME:	10 TH JUNE, 2015 AT 1600 HOURS
BIDDING PROCESS:	SINGLE STAGE – ONE ENVELOP
BID VALIDITY:	90 WORKING DAYS FROM THE DATE OF SUBMISSION OF TENDER
DATE OF AVAILABILITY OF PREMISES:	MUST BE MADE AVAILABLE WITHIN ONE MONTH OF PUBLICATIOIN OF THIS N.I.T.
BID SECURITY:	1% OF THE TOTAL SUM OF ONE YEARS RENT DEMANDED
COST OF BIDDING DOCUMENTS:	FREE OF COST



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

No. SOA/SKA&SDD/4-39/2012

Karachi dated the 22nd May 2015

OFFICE ACCOMMODATION REQUIRED

1. Sindh Katchi Abadis & Spatial Development Department, Government of Sindh invites sealed offers for providing office accommodation on rent basis to establish the office of the Department. The requirement is 600 sq yds to 1000 sq yds Bungalow, in good condition preferably located in the vicinity of P.E.C.H.S Block-2, Mohammad Ali Housing Society, Sindhi Muslim Housing Society Block-A, Bahadurabad, Sharfabad, Shaheed-e-Millat Road, Karsaz Road and Kashmir Road etc for three years (Extendable).
2. The Bungalow offered on rent must be vacant, free from all encumbrances / claims and legal disputes etc. Documentary evidences of ownership, payment of all duties / taxes and dues, telephone, electricity / water charges must be produced.
3. The premises should be in nice and secured vicinity with all necessary facilities, ample car parking and availability of public transport in the vicinity.
4. Sealed offers must be sent to the office of the Secretary, Katchi Abadis & Spatial Development Department, J-193, P.E.C.H.S, Block-2, Nursary, Karachi up to 10th June 2015 at 3.00 pm and will be opened on same day at 4:00 pm.
5. The interested owners / parties are requested to give their best and final offers as no negotiations and provision of commission are expected.
6. The Tenancy Agreement shall be executed in accordance with prevailing Govt. of Sindh Rent Laws and Rules / Regulations. Initially the Agreement will be made for three years period (Extendable).
7. The Competent Authority reserves the right to accept or reject any or all offers subject to the relevant provision of SPPRA Rules, 2010 and Amendment 2013.

**ADDITIONAL SECRETARY
Katchi Abadis & Spatial
Development Department**



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

2. INSTRUCTIONS TO BIDDERS (ITB)

2.1 CORRESPONDENCE ADDRESS

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

Katchi Abadis & Spatial Development Department
J-193. PECHS, Block-2, Nursery, Karachi
PHONE: 021-34302723 - 021-99238563.

2.2 ELIGIBLE BIDDERS

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes 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 BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid and Katchi Abadis & Spatial Development 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 Katchi Abadis & Spatial Development 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 Forms for Financial Proposal are available in Section [4].

2.3.6 BID CURRENCIES

All prices quoted must be in Pak Rupees.



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

2.3.7 BID SECURITY

The Katchi Abadis & Spatial Development Department shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank guarantee acceptable to the Katchi Abadis & Spatial Development Department, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Katchi Abadis & Spatial Development Department reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Katchi Abadis & Spatial Development Department as non – responsive.

Bid security shall be released to the unsuccessfully 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 withdraws 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 Katchi Abadis & Spatial Development Department; [SPPRA Rules 38 (1)]

2.4 SUBMISSION OF BIDS

2.4.1 SEALING AND MARKING OF BIDS

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)]

2.4.2 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 Katchi Abadis & Spatial Development 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.



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

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 Katchi Abadis & Spatial Development 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. Katchi Abadis & Spatial Development Department may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. Katchi Abadis & Spatial Development 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. Katchi Abadis & Spatial Development 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 KATCHI ABADIS & SPATIAL DEVELOPMENT 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 BIDS

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, Katchi Abadis & Spatial Development 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 or 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.



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

2.5.4 ELIGIBILITY CRITERIA Katchi Abadis & Spatial Development Department shall evaluate the offers using the following eligibility criteria.

S. No	Requisite	Max Marks	Marks Obtained as per Documentary Evidence	Marks Obtained After Due Visit by the Premises Committee	Marking Criteria	Documents/ Information to be enclosed
1	Location	40			Preferably located in the vicinity of PECHS Block-2, Muhammad Ali Housing Society, Sindhi Muslim Housing Society Block-A, Bahadurabad, Sharfabad, Shaheed-e-Millat Road, Karsaz Road and Kashmir Road ect.	Site Plan
		20			Away/stride the main location	
2	Approach to the Building	20			Easy approach	Evidence
		10			Crowded area	
3	Area	20			600 sq.yd to 1000 sq. yd.	Title document of the property
		10			Above 400 sq.yd.	
		0			Below 400 sq.yd.	
6	Parking Space (Dedicated to the)	20			With Parking	Number
		0			Without Parking	
	Total Marks	100			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 constituted by the Procurement Committee of the Katchi Abadis & Spatial Development 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.

2.5.5 DISCUSSIONS PRIOR TO EVALUATION

If required, prior to evaluation of the bid, Katchi Abadis & Spatial Development Department may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

2.6 AWARD OF CONTRACT



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

2.6.1 AWARD CRITERIA

Subject to ITB section [2.6.2] Katchi Abadis & Spatial Development 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 of the Katchi Abadis & Spatial Development Department.

2.6.2 KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT' S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

Katchi Abadis & Spatial Development 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, Katchi Abadis & Spatial Development 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.

Katchi Abadis & Spatial Development 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 Katchi Abadis & Spatial Development Department particular as may be asked by the Katchi Abadis & Spatial Development Department.

The Contract shall be signed by the parties at Katchi Abadis & Spatial Development Department Office, 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 OF CONTRACT (SAME AS GENERAL CONDITIONS OF THE CONTRACT)

3. SCOPE OF WORK

Hiring of office by Katchi Abadis & Spatial Development Department as per the locations given in the advertisement.



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of the Bidder _____

Monthly Rent (Lump Sum) _____

NOTE

1. Owner will be liable to pay all municipal, government non-government and other rates, taxes, stamp duty (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 1% of one year rent demanded of the premises, in shape of pay order or irrevocable Bank Guarantee acceptable to the Katchi Abadis & Spatial Development Department is to be attached with Financial Proposal.

Signature & Stamp of the Bidder _____

Date _____



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

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

- o 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.
- o A Party may change its address for notice hereunder 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 nay document required or permitted to be executed under this Contract by the Katchi Abadis & Spatial Development Department or the Supplier may be taken or executed by the 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 the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end o 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.



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

5.1.9 FORCE MAJEURE

The failure on the part of the parties to perform their obligation under the contract will be considered a default if such failure is the 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 of 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 measures in order to carry out the terms and conditions of this Contract, and (b) has informed the 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 Katchi Abadis & Spatial Development Department and the Supplier fail 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.



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

ANNEXURE-A

TENANCY AGREEMENT

This Tenancy Agreement is made at _____ on this _____ of _____, 2015

BETWEEN

Mr. _____ S/o _____, Muslim, adult,
Holding CNIC No. _____, resident of _____
(OR through his Special Power of Attorney
Mr. / Ms. _____ S/o _____, hereinafter referred to as
Owner, which expression shall, wherever the context so requires or permits, include his/her successors,
done, executors, administrators and assigns of the ONWER.

AND

Government of Sindh, Katchi Abadis & Spatial Development Department., through its Additional
Secretary Mr. _____ S/o _____
Muslim, adult, holding CNIC No. _____
resident of _____, 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
_____ BUNGLOW/HOUSE CONSTRUCTED ON
PROPERTY NO: _____, KARACHI, MEASURING
_____ SQUARE YARDS, comprising such bedrooms drawing room, dining room, lounges,
attached bathrooms, garden, servant quarters as per SITE PLANT ATTACHED.

LANDLORD

TENANT

Contd...P/2



KATCHI ABADIS & SPATIAL DEVELOPMENT DEPARTMENT

Tender Document - Acquiring of Office Accommodation on Rent Basis

-: (2) :-

AND WHEREAS, the TENANT has agreed to take the aforesaid premises on rent with effect from _____, 2015 AT THE MONTHLY RENT OF Rs. _____ and both the above parties have agreed on the following terms and conditions:

1. THAT the period of tenancy shall be initially for 3 (Three) Years effective from _____, 2015 and renewable on such terms and conditions as may be mutually agreed upon,
2. THAT the monthly rent shall not be enhanced upto Three Years. In case, if Tenancy Agreement is extended with mutual consent, rent shall be enhanced as per provisions of Sindh Rented Premises Ordinance 1979.
3. THAT either party shall serve ONE 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 THREE YEARS.
4. THAT the premises shall be used for office or residential or both 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 entitle to.
5. 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.
6. THAT no offensive material shall be stored in the said premises that are prohibited by law.
7. THAT adequate fire-fighting arrangements shall be made by the Tenant so that the fire, accidental or otherwise, may be extinguished.
8. THAT all property tax, rates, assessments, levied by the Government or its agencies, shall be payable by the owner, If such bills are received by the Tenant, these should be transmitted to the owner immediately.
9. THAT on receipt of the bills of electricity, water gas ect. The same shall be paid by the Tenant promptly and a copy shall be transmitted to the owner.
10. 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.
11. THAT the premises would be handed over to the Tenant with serviceable electricyt, fixtures, in immaculate condition.

12. LANDLORD

TENANT

Contd...P/2



**KATCHI ABADIS & SPATIAL
DEVELOPMENT DEPARTMENT**

Tender Document - Acquiring of Office Accommodation on Rent Basis

-: (3) :-

- 13. THAT the Tenant Shall keep the premises in its present order, and will not cause any damages to the rented premises.
- 14. 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.
- 15. THAT the Tenant is authorize to put cabins, partitions etc. of wood or synthetic material without causing any damages to the floors or the four walls of the premises.
- 16. 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 hands on this day of _____, Two Thousand and Fourteen.

WITNESSESS:

1. _____

OWNER _____

Mr. _____

S/O. _____

CNIC NO: _____

2. _____

TENANT _____

**M/S. KATCHI ABAIDS & SPATIAL
DEVELOPMENT DEPARTMENT,
GOVERNMENT OF SINDH, KARACHI.**

Through its Additional Secretary

MR.

S/O. _____

CNIC NO: _____