



## **SINDH SERVICE TRIBUNAL**

Barrack No.21, Sindh Secretariat  
Block 4-A, Court Road, Karachi.

### **TENDER DOCUMENT**

### **FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS**

### **IN KARACHI FOR SINDH SERVICE TRIBUNAL**

**Tender No. SST/Admin/RP/ 01 /2015**

**Tender Document Issuance Proforma**

Name of Tender:	Acquiring of Office Premises on rental basis in Karachi for Sindh Service Tribunal.
Official Address:	Sindh Service Tribunal, Barrack No. 21, Sindh Secretariat, Block 4-A, Court Road, Karachi.
Date of Tender Issue/Closure: Tender Submission Date and Time:	} from the date of publication of notice upto 27/08/2015
Bidding Process:	Single Stage- One Envelope
Bid Validity:	90 working days from the date of submission of tender.
Date of availability of premises:	Must be made available within 15 days of award of contract.
Bid Security:	1% of the total sum of one year's rent demanded.
Cost of Bidding Documents:	Free of Cost.

## INVITATION FOR BIDS (IFB)

The Sindh Service Tribunal invites proposal for acquiring of Offices on Rental Basis (directly or through nominated estate agents) for its establishment. Details of the specification of related services to be provided are given in the scope of service in Section [3] hereto. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued thereunder ("SPPRA") which can be found at [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk). For the purposes of this document, any reference to the term "Act" shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This TD includes the following Sections:

- Instructions to Bidders (ITB)
- Eligibility Criteria
- Scope of Work
- Financial Proposal
- Conditions of Contract

Proposals must be submitted at the below mentioned address;

REGISTRAR  
SINDH SERVICE TRIBUNAL  
Barrack No. 21, Sindh Secretariat  
Block 4-A, Court Road, Karachi

## 2. INSTRUCTION TO BIDDERS (ITB)

### 2.1 Correspondence Address

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

SINDH SERVICE TRIBUNAL  
Barrack No. 21, Sindh Secretariat  
Block 4-A, Court Road, Karachi.  
Phone No. 021-99202683

### 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 **Sindh Service Tribunal** 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 well correspondence and documents exchanged by the bidder and the Sindh Service Tribunal must be written in English.

#### 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.

### 2.3.7 Bid Security

The Sindh Service Tribunal shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the premises, in shape of Pay Order of Irrevocable Bank Guarantee acceptable to the Sindh Service Tribunal, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Sindh Service Tribunal 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 Sindh Service Tribunal 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 withdraws his 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 Sindh Service Tribunal [SPPRA Rule 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 respects) and **FINANCIAL PROPOSAL**. [SPPRA Rule 46 (1-a & b)]

### 2.4.2 Clarification of Bidding Documents.

Any interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and Sindh Service Tribunal 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 Sindh Service Tribunal prior to the opening of bids.

No bid shall be withdrawn in the interval between the opening of Bids and the expiry of the period of Bid validity.

#### **2.4.4 Cancellation of Bidding Process**

1. Sindh Service Tribunal may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. Sindh Service Tribunal shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (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. Sindh Service Tribunal 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 Sindh Service Tribunal**

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, Sindh Service Tribunal may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. 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.

**2.5.4 Eligibility Criteria.** Sindh Service Tribunal 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			On main location (in the vicinity of Sindh High Court, Karachi)	Site Plan
		20			Away/stride the main location	
2	Approach to the Building	20			Easy approach	Evidence
		10			Crowded area	
3	Area	20			800 sq. yards to 900 sq. yards	Title document of the property
		10			Above 700 sq. yards	
		0			Below 700 sq. yards	
4	Parking Space (Dedicated to the	20			With Parking	Numbers
		0			Without Parking	
	<b>Total Marks</b>	<b>100</b>			<b>Qualified/Disqualified</b>	

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 Sindh Service Tribunal.
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 70% marks after due inspection as per the criteria given above will be considered as "Qualified Premises/ Bid".
4. Attachment of relevant evidence 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, Sindh Service Tribunal 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**

### **2.6.1 Award Criteria**

Subject to ITB Section [2.6.2], Sindh Service Tribunal will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Procurement Committee of the Sindh Service Tribunal.

### **2.6.2 Sindh Service Tribunal's Right to Accept Any Bid and to reject any or all Bids**

Sindh Service Tribunal can annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the Bidder(s).

### **2.6.3 Notification of Award**

Prior to the expiry of the period of bid validity, Sindh Service Tribunal 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.

Sindh Service Tribunal 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 Sindh Service Tribunal particulars as may be asked by the Sindh Service Tribunal.

The Contract shall be signed by the parties at Sindh Service Tribunal Office, Karachi within 15 days of award of contract. Copy of the agreement enclosed as **Annexure "A"** is required to be signed by the lessor at this stage.

### **2.6.5 General Conditions of Contract**

For detailed General Condition 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 Sindh Service Tribunal as per the locations given in the advertisement.



**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. Earnest money of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the Sindh Service Tribunal 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**

This 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 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 any document required or permitted to be executed under this Contract by the Sindh Service Tribunal 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 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 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 as 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 measures to ensure the realization of the objectives 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 Sindh Service Tribunal 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.

**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 \_\_\_\_\_ holding CNIC No. \_\_\_\_\_ residing at \_\_\_\_\_, 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 OWNER.

**AND**

M/s. SINDH SERVICE TRIBUNAL, through its Registrar, Mr. Faheem Ali 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 bedroom, dining room, lounges, attached bathrooms, garden, servant quarters as per SITE PLAN ATTACHED.

**LANDLORD****TENANT**

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(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 11 (eleven) months effective from \_\_\_\_\_, 2015 and renewable on such terms and conditions as may be mutually agreed upon.
2. THAT the rent at the rate of Rs. \_\_\_\_\_ Per Month shall be payable by the Tenant for six months in advance on signing of this Agreement.
3. THAT in case of renewal the rent will be increased @ 7.5% per month.
4. 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 expiry of tenancy period of ELEVEN MONTHS.
5. THAT the premises shall be used for office or residential or both purpose, but the tenant shall not indulge into such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitled to.
6. THAT the Tenant shall not make any structural alterations, modifications, additions or damages including to the floors, walls, interior, and exterior of said premises without prior permission of the landlord.
7. THAT no offensive material shall be stored in the said premises that are prohibited by law.
8. THAT adequate fire-fighting arrangements shall be made by the Tenant so that the fire, accidental or otherwise, may be extinguished.
9. 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.
10. 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.
11. THAT the Tenant shall in no case let out or sub-let the premises collectively or individually to any other person or persons or handover the premises to any outsider.
12. THAT the premises would be handed over to the Tenant with serviceable electricity, fixtures, in immaculate condition.

LANDLORD

TENANT

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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 premises 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 Fifteen.

**WITNESSES:**

1. \_\_\_\_\_

OWNER \_\_\_\_\_  
Mr. \_\_\_\_\_  
S/o. \_\_\_\_\_  
CNIC No. \_\_\_\_\_

2. \_\_\_\_\_

TENANT \_\_\_\_\_  
M/s. Sindh Service Tribunal, Karachi  
  
Through its Registrar  
Mr. Faheem Ali \_\_\_\_\_  
S/o. \_\_\_\_\_  
CNIC No. \_\_\_\_\_