

SINDH SOLID WASTE MANAGEMENT BOARD

Tender Document -

Acquiring Of Office Premises on Rental Basis.

Karachi/Rental Premises/2015

Copy No: _____



Sindh



**Solid Waste Management
Board**

**SINDH SOLID WASTE MANAGEMENT BOARD
GOVERNMENT OF SINDH
KARACHI**

Tender Document

For Acquiring of Office Premises on Rental Basis

Tender No. Karachi/Rental Premises/2015 Dated 19/10/2015

Tender Document Issuance Proforma

Name of Tender:	Acquiring of Office Space on Rent in Karachi
Office Address:	Sindh Solid Waste Management Board. D-47, Block 2, Clifton, Karachi Tel: 021 3527 2982 -4; Fax: 021-3586 3029
Date of Tender Issue/Closure:	21/10/2015 to 10/11/2015
Tender Submission Date and time:	10/11/2015 at 2:00 P.M
Tender Opening Date and Time:	10/11/2015 at 3:00 P.M
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 one month of Publication of this N.I.T
Bid Security:	1% of the total sum of one year's rent demanded.
Cost of Bidding Document	Rs. 500/-

Sindh Solid Waste Management Board
Government of Sindh

INVITATION FOR BIDS (IFB)

Sindh Solid Waste Management Board (SSWMB) invites proposal for acquiring its head office in Karachi on Rental Basis for or period of three (3) years, extendable with mutual consent in the independent building / portion / commercial building (Free from all encumbrances). Details of the specifications 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 website www.ppsasindh.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;

Yours sincerely,

Secretary

Sindh Solid Waste Management Board

D-47, Block 2, Clifton, Karachi

Tel: 021 3527 2982 -4

Fax: 021 3586 3029

2. INSTRUCTION TO BIDDERS (ITB)

2.1 Corresponding Address

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

SECRETARY

Sindh Solid Waste Management Board

Government of Sindh

D-47, Block 2, Clifton, Karachi

Tel: 021 3527 2982 -4; Fax: 021-3586 3029

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 SSWMB 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 SSWMB must be written in English. [SPPRA Rule 6 (1)]

2.3.4 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].

2.3.5 Bid Currencies

All prices quoted must be in Pak Rupees.

2.3.6 Bid Security

The SSWMB 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 SSWMB, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SSWMB 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 SSWMB 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 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.

2.3.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SSWMB [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 respect) and **FINANCIAL PROPOSAL** [SPPRA Rule 46(1-a & b)]

2.4.2 Clarification of Bidding Documents

Interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SSWMB shall respond to such queries in writing with 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 and authorized representative, and shall include a copy of the authorization. Provided that, written notice of withdrawal, shall be received by SSWMB 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. SSWMB may cancel the bidding process at any time prior to the acceptance of bid or proposal; [SPPRA Rule 25(1)]
2. SSWMB 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 returned along with such intimation; [SPPRA Rule 25(3)]
4. SSWMB 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 SSWMB

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, SSWMB 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

Sr. No.	Features	Requirements
01	Preferred Location	In the vicinity of Sindh Secretariat/Chief Minister House, Karachi
02	Space Required	Space with approx. covered area between 6,000 sq. ft. to 10,000 sq. ft. with bathrooms, guard room etc.
03	Parking Space	8/10 cars minimum
04	Preferable Amenities	Operational Kitchen with gas, telephone, electricity, water and availability of public transport in the vicinity.
05	Status of Building	Commercial

Note

1. Meeting the eligibility criteria will make a bidder qualify for visit of the property by the Sub-Committee constituted by the Procuring Agency.
2. Post qualification process will be adopted on Quality and Cost Based Selection Method Quality parameters include feasible design of premises for establishing office.
3. Subsequently the property will be visited by the Procurement Committee for physical verification of the information given by the bidder. Location which meets the requirement of SSWMB after due inspection as per the criteria given above will be considered as "Qualified Premises / Bid".
4. Non Encumbrances Certificate is mandatory is to be attached.

2.5.5 Discussions Prior Evaluation

If required, prior to evaluation of the bid, SSWMB 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], SSWMB will award the contract to the successful Bidder, whose bid has been determined to be the 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 SSWMB.

2.6.2 SSWMB's Right to accept any Bid and to reject any or all Bids.

SSWMB may annul the bidding process and reject all Bids at any time prior to Contract award, without assigning any reason thereof and thereby incurring any liability to the Bidder(s).

2.6.3 Notification of Award

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

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

SSWMB 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 SSWMB particulars as may be asked by the SSWMB.

The Contract shall be signed by the parties at SSWMB Office, Karachi, within 15 Days of award of contract.

2.6.5 General Conditions of Contract

For detailed General Conditions of Contract refer to Section [5.1] of the TD.

2.6.6 Special Conditions of Contract

(Same as General Condition of the Contract)

3. SCOPE OF WORK

Hiring of office by the Sindh Solid Waste Management Board as per the locations given in the advertisement.

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

Monthly Rent (Lump Sum) _____

(In word Rupees) _____

Rent in Advance (If any) _____

Security Deposit (If any) _____

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 irrecoverable Bank Guarantee acceptable to the SSWMB is to be attached with Financial Proposal.

Signature & Stamp of the Bidder _____

Date _____

5 Contract (As will be executed if the bid qualifies)

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 SSWMB 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 the Contract

This Contract shall come into effect on the date the Contract is signed by the 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 proposal for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure of 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 obligation 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 precaution, 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 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 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 SSWMB and the Bidder / Party 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.