

**GOVERNMENT OF SINDH  
APPELLATE TRIBUNAL  
SINDH REVENUE BOARD**

**NOTICE INVITING TENDER**

**For**

**OFFICE SPACE REQUIRED AT KARACHI.**

Appellate Tribunal, Sindh Revenue Board, Government of Sindh, invites sealed bids under SPPRA Rules 2010 from interested owners / their representatives having suitable premises (free from all encumbrances), for acquiring premises on rental basis for establishment of office of the "APPELLATE TRIBUNAL, SINDH REVENUE BOARD" in Karachi.

The requirements for the premises are as under :-

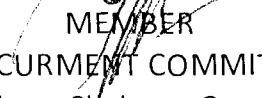
Sr.No.	Features	Requirements
01.	Preferred Location	Floor in any Building situated at Main Road, around the vicinity of C.M. House / Governor House
02.	Space required	1 <sup>st</sup> Floor to 3 <sup>rd</sup> Floor with approx. area of 5000 to 6000 sq.ft. or about 15 to 18 rooms.
03.	Parking Space	5 to 8 cars.
04.	Preferable amenities	Operational Kitchen with Gas, Telephone, Electricity, Water and availability of public transport in the vicinity.

Tender documents containing evaluation criteria and other relevant details may be collected (during office hours) from the following address by payment of PKR 500. The bids documents must be submitted within 15 days after publication of this NIT at 1100 hours of last day. The bids shall be opened on same day at 1200 hours in presence of the bidders who wishes to attend, in the office of Appellate Tribunal, Sindh Revenue Board, Karachi.

Attachment of a refundable Pay Order (2 ½% of total sum of one year's rent demanded for the premises offered) as Bid Security in the name of "Appellate Tribunal, SRB" with the tender documents is mandatory. No tender will be accepted without Bid Security and such tender (s) will be rejected on the spot.

In case of undesirable circumstances on submission/opening date and time or if the Government declare a Holiday, the tender shall be submitted /opened on the next working date the same time and venue.

The Competent Authority reserves the right to reject any or all proposals at any time subject to provision provided in SPPRA Rules, 2010.

  
MEMBER  
PROCUREMENT COMMITTEE  
9<sup>TH</sup> Floor, Shaheen Complex,  
M.R. Kiyani Road, Karachi.

GOVERNMENT OF SINDH  
APPELLATE TRIBUNAL  
SINDH REVENUE BOARD

TENDER DOCUMENT  
FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS.

9<sup>TH</sup> Floor, Shaheen Complex, M.R. Kiyani Road, Karachi.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

TENDER NO.AT-SRB/Premises/1/2015/Karachi, dated .....

## Tender Document Issuance Proforma

Name of Tender : Acquiring of office space in Karachi.

Official Address : Appellate Tribunal, Sindh Revenue Board,  
9<sup>th</sup> Floor, M.R. Kiyani Road, Karachi.

Date of Tender issue/Closure : .....to .....

Tender submission date and time : ..... At 1100 hours

Tender opening date and time : .....at 1200 hours.

Bidding Process : Single Stage – One Envelop.

Date of availability of premises : Must be made available within one month of  
publication of this N.I.T.

Bid Security : 2 ½ % of the total sum of one year's rent  
demanded.

Cost of Bidding Documents : Rs.500/-.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## INVITATION FOR BIDS (IFB)

Appellate Tribunal, Sindh Revenue Board, Karachi invites proposal for acquiring of Office On Rental Basis (directly or nominated estate agents) for establishment of its office. Details of the specifications of related services to be provided are given in the scope of service in the 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 purpose of this document, the 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,

Registrar/Member  
Procurement Committee  
9<sup>th</sup> Floor, Shaheen Complex  
M.R.Kiyani Road, Karachi.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## 2. INSTRUCTION TO BIDDERS (ITB)

### 2.1 Correspondence Address

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

Appellate Tribunal, Sindh Revenue Board,  
9<sup>th</sup> Floor, Shaheen Complex, M.R. Kiyani Road, Karachi.  
Phone : .....

### 2.2 Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, law and statutes of Govt. of Pakistan and Govt. 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 Appellate Tribunal, SRB will in no case be responsible or liable for those costs, regardless if 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 bidders and Appellate Tribunal, SRB 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 area available in Section [4].

#### 2.3.6 Bid Currencies

All Prices quoted must be in Pak Rupees.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## 2.3.7 Bid Security

The Appellate Tribunal, SRB 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 Appellate Tribunal, SRB, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Appellate Tribunal, SRB 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 Appellate Tribunal, SRB 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 bidders on the Bid Form; or

In the case of a successful Bidder, fails to;

- Sign the contract in accordance with ITB Section [2.6.4]; or
- Doesn't 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 Appellate Tribunal, SRB; [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

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and Appellate Tribunal, SRB 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.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental 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 and authorized representative, and shall include a copy of the authorization. Provided that, written notice of withdrawal, shall be received by Appellate Tribunal, SRB prior to the opening of bids.

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

## 2.4.4 Cancellation of Bidding Process

1. Appellate Tribunal, SRB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]

2. Appellate Tribunal, SRB 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. Appellate Tribunal, SRB SHALL, Upon request by any of the bidders, communicated 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 Appellate Tribunal, SRB

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, Appellate Tribunal, SRB may, at its discretion, as 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.13)

### 2.5.3. Eligibility Criteria

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

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

2.5.4 Eligibility Criteria. Appellate Tribunal, SRB shall evaluate the offers using the following eligibility criteria.

Sr. No	REQUISITE	Max. Marks	Marks obtained as per documentary evidence	Marks obtained after due visit by the premises committee	Marketing Criteria	Documentary information to be enclosed.
01.	Location	<b>40</b>	-	-	On main location (main road / near C.M. House/ Governor House.	Site Plan.
		20	-	-	Away / stride the main location	
02.	Approached to the Building	<b>20</b>	-	-	Easy approach	Evidence
		10	-	-	Crowded area	
03.	Area	<b>20</b>	-	-	5000 sq.ft. to 6000 sq.ft.	Title document of the property
		10	-	-	Above 4500 sq.ft	
		0	-	-	Below 4000 sq ft	
04.	Parking Space	<b>20</b>	-	-	With parking	Numbers
	(dedicated to the	0	-	-	Without parking	
	<b>Total Marks</b>	<b>100</b>	-	-		
					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 Appellate Tribunal, SRB.
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 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.



# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## **2.5.5. Discussions Prior to Evaluation.**

If required, prior to evaluation of the bid, Appellate Tribunal, SRB 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.

## **2.5 Award of Contract**

### **2.6.1. Award Criteria**

Subject to ITB Section (2.6 2) Appellate Tribunal, SRB 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 Appellate Tribunal, SRB.

### **2.6.1. Appellate Tribunal, SRB's right to accept any bid and to reject any or all bids.**

Appellate Tribunal, SRB 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, Appellate Tribunal, SRB will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her bid security, pursuant to ITB Section (2.4.7).

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

Appellate Tribunal, SRB 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 Appellate Tribunal, SRB particulars as may be asked by the Appellate Tribunal, SRB.

The Contract shall be signed by the parties at Appellate Tribunal, SRB's 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 offices by Appellate Tribunal, SRB as per the locations given in the advertisement.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## 4. FINANCIAL PROPOSAL

Name of the Bidder \_\_\_\_\_

Monthly Rent (Lumpsum) \_\_\_\_\_

### 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 2½ % of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the Appellate Tribunal, SRB is to be attached with Financial Proposal.

Signature & Stamp of the Bidder \_\_\_\_\_

Date \_\_\_\_\_

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document - Acquiring of office premises on Rental 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.**

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 given 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 Appellate Tribunal, SRB 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 of Contract is signed by both Parties. The date of 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.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

## **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 to this Contract, complete any action or task, shall be extended for a period of 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 the Contract or its interpretation.

### **5.1.12.2 Arbitration**

If the Appellate Tribunal, SRB and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within (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.

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

Annexure-A

## TENANCY AGREEMENT

This Tenancy Agreement is made at Karachi on this day 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. APPELLATE TRIBUNAL, SINDH REVENUE BOARD, GOVERNMENT OF SINDH, KARACHI through its Chairman, Justice<sup>®</sup> Nadeem Azhar Siddiqi S/o Azhar Siddiqi Muslim, Adult, Holding CNIC No. \_\_\_\_\_ Resident of \_\_\_\_\_

Karachi hereinafter referred to as **Tenant**, which expression shall, wherever, the context so requires or permits, include his/her successors, done, executors, administrators and assigns of the TENANT.

WHEREAS, the OWNER is the undisputed owner-in-possession of Property situated at Floor

\_\_\_\_\_ Karachi measuring \_\_\_\_\_ sq. ft. comprising such (rooms etc.) \_\_\_\_\_ as per Site Plan attached.

LANDLORD

TENANT

Continue page 2

# APPELLATE TRIBUNAL, SINDH REVENUE BOARD

Tender Document – Acquiring of office premises on Rental Basis

AND WHEREAS, the TENANT has agreed to take the aforesaid premises on rent with effect from \_\_\_\_\_, 2014 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 \_\_\_\_\_, 2014 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 MONTHS 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 in to 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 the 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 Govt. 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 the tenant with serviceable electricity, fixtures in immaculate condition.

LANDLORD

TENANT

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.

WITNESSESS;

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

Mr. \_\_\_\_\_

S/o \_\_\_\_\_

CNIC NO: \_\_\_\_\_

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