

**DIRECTORATE OF HUMAN RIGHTS GOVERNMENT OF SINDH**



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

**Official Address:**

Mazanine Floor, 3A Fayaz Centre, SMCHS Main Shahra-e-Faisal, Karachi.

**Ph No: 021-34382292-3.**

**Last Date for Issuance of SBD: Monday 7th March, 2016**

**Tender Submission Day, Date & Time: Monday, 21st March, 2016 by 13:00 Hrs**

**Tender Opening Date: Monday, 21st March, 2016 at 14:00 Hrs**

**Cost of Bidding Documents: Rs. 1,000/- (Rupees: One Thousand) Only**

**Bid Validity Period: 90-Calendar Days from the date of submission of Bid**

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**IMPORTANT NOTE:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertainment regarding the terms and conditions of the Bidding Documents at the later stages during Tender process.

**APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES-2010 (AMENDED-2013):**

This Bidding Process will be governed under Sindh Public Procurement Rules-2010, as amended from time to time. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules 2010 issued there under (“**SPPRA**”) which can be found at [www.pprasindh.gov.pk. F](http://www.pprasindh.gov.pk/)or the purposes 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 (Amended-2013).

G O V E R N M E N T O F S I N D H



DIRECTORATE OF HUMAN RIGHTS

K a r a c h i d a t e d t h e , 2 0 1 6

**1. INVITATION FOR BIDS (IFB):**

The Directorate of Human Rights, Government of Sindh invites sealed proposal for acquiring of office Premises on Rental Basis (directly or through nominated Estate Agents) for its offce. Details of the specifications of required office premises to be provided are given in the Schedule of Requirements at Annexure-C.

***1.1 SPPRA Rules to be followed:***

Sindh Public Procurement Rules-2010 (Amended-2013) will be strictly followed. These may be

Obtained from SPPRA’s website:

<http://www.pprasindh.gov.pk/spprarules2010.php>

***1.2 Mode of Advertisement (s):***

As per Rule-17, this Tender is being placed online at SPPRA’s website, as well as being advertised in Three Leading News Papers i.e. Daily English; Daily Urdu ; Daily Sindhi.

**2. INSTRUCTION TO BIDDERS:**

All Bids must be accompanied by an Earnest Money in shape of pay order equal to ***01%*** of One year Rent demanded of the Premises or Irrevocable Bank Guarantee acceptable to the Director Human Rights in favor of ***“Director Human Rights, Govt of Sindh”***, which shall remain valid for a period of Twenty Eight (28) days beyond the validity period for Bids, in order to provide the Human Rights Department reasonable time to act, if the Security is to called [SPPRA Rule 37(2)]. The bids along with an Earnest Money , Tender Forms, Affidavits and all required Documents as mentioned in Bidding Documents must be delivered at Fayaz Centre Mazanine Floor 3-A, SMCHS Main Shahra-e-Faisal Karachi on or before ***1300 hrs*** by ***Monday, 21st March,2016***. The Technical Bids will be publicly opened in the office of Director Human Rights at Fayaz Centre, 3-A Mazanine Floor, SMCHS Main Shahra-e-Faisal, Directorate of Human Rights Department Govt of Sindh, Karachi, at ***1400 hrs*** on the same day.

Queries of the Bidders (if any) for seeking clarifications regarding the requirements must be received in writing to the Primary Contract no later than Five (05) working days prior to the deadline for the submission of Bids. Any Query received after Ten (10) working days shall not entertained. All queries shall be responded to within due time.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidder is drawn to the provisions of clause on “***Determination of Responsiveness of Bid*** “regarding the rejection of bids, which are not substantially responsive to the requirement of the Bidding Documents.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Human Rights Department will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As Authority competent to accept the Tender, the Human Rights Department reserves the right to cancel the Tender, accept or reject one or all Bids without assigning any reason thereof.

Failure to provide required premises within the specified time period will invoke penalty as specified in this document. In addition to that, Security Deposit amount will be forfeited and the bidder will not be allowed to participate in future Tenders as well.

**ANNEXURE-A:**

**FORMAT FOR COVERING LETTER:**

To

The Director,

Directorate of Human Rights Department, Government of Sindh,

Fayaz Centre, 3-A Mazanine Floor,

SMCHS Main Shahra-e-Faisal.

**Karachi.**

**Subject: ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS FOR DIRECTORATE OF HUMAN RIGHTS GOVERNMENT OF SINDH**

***This Letter should be on the Letter Head of the Bidder/Firm/Nominated State Agent and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

Dear Sir,

Having examined the Tender Documents and Annexures I/We, the undersigned, in conformity with the said document (s), offer to provide the said premises on terms of reference to be singed upon the award of contract for the sum indicated as per financial bid.

I/ We undertake, if our proposal is accepted, to provide the required Office Premises comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Department.

I/We agree to abide by this proposal for the period of Ninety days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We agree to execute a contract in the form to be communicated by the Human Rights Department, incorporating all agreements with such alternations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

Unless and until a formal Lease Agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding Lease Agreement.

I/We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

I/We would like to clearly state that I/We qualify for this project as meets all the Pre-Factor criteria indicated on your Tender documents. The details are as attached:-

**Authorized Signatures with Official Seal**

**TERMS & CONDITIONS OF THE TENDER:**

**3. DEFINITIONS:**

**3.1** In this document, unless there is anything repugnant in the subject or context:

**3.2** “Procuring Agency” means the Director Human Rights Government of Sindh or any other person/entity for the time being or from time to time duly appointed in writing by the Human Rights Department Government of Sindh to act as Procuring Agency for the purpose of the contract.

**3.3** “Confirmation” means confirmation in writing.

**3.4** “Contractor/Bidder/Tenderer” means an entity/ company/organization that is a registered bidder with the Human Rights Department and has submitted its Bid as per the criteria / specifications listed.

**3.5** “Contractor” means any entity or person that may provide or provides the services to any of the public sector organization under the contract.

**3.6** “Contract” means the contract proposed to be entered into between the Human Rights Department Government of Sindh and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.

**3.7** “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

**3.8** “Calendar Days” means days including all holidays.

**3.9** “Fraudulent and Corrupt practices” will have the same bearing and meaning as are defined in General Provision Part-I, in the Sindh Public Procurement Regulatory Rules-2010 (Amended-2013).

**3.10** “Government” means Government of Sindh.

**3.11** “In Writing” means communicated in written form e.g. by mail, e-mail or fax, delivered with proof of receipt.

**3.12** “Person” individual, association of persons, firm, company, corporation,

Institution and organization, etc having legal capacity.

**3.13** “Personnel” means professionals and support staff provided by the bidder that are

Assigned to perform the Task or any part thereof.

**3.14** “Procurement Methods” means any one of the procurement modes/methods as provided in the Sindh Procurement Rules-2010 (Amended-2013) published by the Sindh Public Procurement Regulatory Authority (SPPRA), Government of Sindh.

**3.15** “Proposal” means the Financial Proposal for the provision of the office space submitted by a Bidder in response to RFP.

**3.16** “Substantially Responsive Bid”, means the Bid that contains no material differences or Deviations from or reservations to, the terms, conditions and Specifications given in the Bidding Documents.

**3.17** “RFP” means Request for Proposals, including any amendments that may be made by the Human Rights Department Government of Sindh for the selection of bidder.

**3.18** “SBD” means Standard Bidding Documents.

**4. HEADINGS AND TITLES:**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

**5. NOTICE:**

**5.1** In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Human Rights Department and the Bidder, the same shall be**:**

**5.1.1** in writing**;**

**5.1.2** issued within reasonable time**;**

**5.1.3** served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose**;** and

**5.1.4** The words “notify”, “order”, “consent”, “approve”, “instruct”, shall be construed

accordingly.

**6. TENDER SCOPE:**

Human Rights Department, Government of Sindh, (hereinafter referred to as “the Procuring Agency”) invites Sealed Proposals (hereinafter referred to as “the Tender”) from interested owners, their representatives having suitable premises for acquiring premises on rental basis for its Directorate.

**7. TENDER ELIGIBILITY:**

All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statues of

Government of Pakistan and Government of Sindh shall be eligible.

**8. TENDER COST:**

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Tender and the Human Rights Department, Government of Sindh shall in no case be responsible / liable for the any costs/expenses.

**9. EXAMINATION OF THE TENDER DOCUMENT:**

The Bidder is expected to examine the Tender Document, including all instructions and terms &

conditions.

**10. CLARIFICATION OF THE TENDER DOCUMENT:**

The Bidder may require further information or clarification of the Tender Document, within 10- working days of issuance of Tender in writing.

**11. AMENDMENT OF THE TENDER DOCUMENT:**

**11.1** The Human Rights Department may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

**11.2** The Human Rights Department shall notify the amendment(s) in writing to the prospective Bidders.

**11.3** The Human Rights Department may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Department and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**12. TENDER PRICE:**

The quoted price shall be best/final/fixed in PAK Rupees inclusive of all taxes, duties, levies, insurance etc. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation.

**13. EARNEST MONEY:**

**13.1** The Bidder shall furnish the Earnest Money as under:

**13.2** As part of Financial Bid Envelope, failing which will cause rejection of Bid.

**13.2.1** For a sum equivalent to 01% of total sum of one year’s rent demanded for the

premises offered ;

**13.2.2** Denominated in PAK Rupees.

**13.2.3** Have a minimum validity period of ninety days from the last date of submission of the Tender;

**13.3** The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-

**13.3.1** If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender form; or

**13.3.2** If the Bidder does not accepted the correction of his total bid price; or

**13.3.3** If the Bidder, having being notified of the acceptance of the tender by the procuring agency during the period of the tender validity.

**14. TENDER VALIDITY:**

The tender shall have a minimum validity period of ninety (90) days from the last date for submission of tender. The Human Rights Department may solicit the bidder’s consent to an extension of the validity period of the tender. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the tender, the validity period of the Earnest Money shall also be suitably extended. The bidder may refuse extension of validity period of tender, without forfeiting the Earnest Money.

**15. WITHDRAWAL OF THE TENDER:**

**15.1** The bidder may, by return notice served on the Procuring Agency to modify or with draw the tender after submission of the tender, prior to the dead line for submission of the tender.

**15.2** The tender, withdrawn after the deadline for submission for Bids and prior to the expiration of the period of the tender validity, shall result in for forfeiture of the Earnest Money.

**16. OPENING OF THE TENDER:**

**16.1** Tender shall be opened, at the given place, time and date, in presence of the bidder for which they shall ensure their presence without further intimation.

**16.2** The bidder’s name, modification, withdrawal, security, attendance of the bidders and such other details as the Human Rights Department may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

**16.3** No bidder or its representative will be allowed to keep any digital device (i.e. camera, audio recorder, cell phone etc) during tender opening at given time and location. ***Non compliance will cause the rejection of respective bidder***.

**17. CLARIFICATION OF THE TENDER:**

The Human Rights Department shall have the right, at its exclusive discretion, to require, in writing, further information clarification of the tender or may required supporting Documents from any or all the Bidder(s). No change in the price or substance of the Bid shall be sought, offered or permitted accept as required to confirmed the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction sold discretion of the Finance Department.

**18. DETERMINATION OF RESPONSIVENESS OF THE BID:**

The Human Rights Department shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender Evaluation Criteria, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

**18.1.1** meets the rate and limit of liquidated damages**;**

**18.1.2** offers fixed price quotations as mentioned vide ***Annexure-C*;**

**18.1.3** is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;

**18.1.4** is otherwise complete and generally in order;

**18.1.5** conforms to all terms and conditions of the Tender Document, without material deviation or reservation;

**18.2** A material deviation or reservation is one which affects the scope or limits the

Human Rights Department’s rights or the Bidder’s obligations under the contract.

**18.3** The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Human Rights Department may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

**19. CORRECTION OF ERRORS/AMENDMENT OF TENDER:**

The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

If there is a discrepancy between the amount in figures and the amount in words for the total Bid Price entered in the Tender Form, the amount which tallies with the total Bid Price entered in the Price Schedule, shall govern. If there is a discrepancy in the unit rate and the total price entered in the price schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected. If there is a discrepancy in the actual sum of the itemized total prices and the total Bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern. The Bid price as determined after arithmetic correction shall be termed as the corrected Bid price which shall be binding upon the bidder. Adjustment shall be based on corrected Bid Price. The price determined after making such adjustments shall be termed as evaluated total Bid price. The bidder shall rate the Bid price for the payment terms outlined in the conditions of contract which will be considered for the evaluation of the tender. The bidder may state alternate payment terms and indicate the reduction in the Bid price offered for such alternative payment terms. The Human Rights Department may consider the alterative payment terms offered by the bidder.

**20. REJECTION OF THE TENDER:**

**20.1** The Human Rights Department shall have the right, at its exclusive discretion, to accept a Tender or reject any or all Tender (s), cancel/annul the Tendering process at any time prior to the award of Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Human Rights Department’s action, and without thereby incurring any liability to the Bidder and the decision of the Procuring Agency shall be final.

**20.2** The Tender shall be rejected if it is:

**20.2.1** Substantially non-responsive; or

**20.2.2** Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or

**20.2.3** Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

**20.2.4** Subjected to interlineations /cuttings/corrections/erasures/overwriting; or

**20.2.5** The bidders submits more than one tenders; or

**20.2.6** The bidder refuses to accept the corrected total bid price; or

**20.2.7** The bidder has conflict of interest with the Procuring Agency; or

**20.2.8** The bidders tries to influence the Bid evaluation/Contract award; or

**20.2.9** The Bidder engages in corrupt or fraudulent practices in competing for the

Contract award.

**20.3** There is any discrepancy between bidding documents and bidder’s proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

20.4 The Bidder submits any financial conditions as part of its bid which is not in conformity with tender document.

**21. ACCEPTANCE LETTER (LETTER OF INTENT):**

The Human Rights Department shall, send the Acceptance letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall constitute a Lease Agreement, until execution of the formal Lease Agreement. The Procuring Agency will promptly notify each unsuccessful Bidder & will Discharge its Earnest Money.

**22. STAMP DUTY:**

Owner/Successful Bidder will be liable to pay 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.

**23. DISCUSSION PRIOR TO EVALUATION:**

If required, prior to evaluation of the Bid, Human Rights Department, Government of Sindh may, within 6-7 days of receipt of the Bid call upon any of the Bidder(s) to discuss or to ask for clarification about anything contained in the Bidding Document.

**24. AWARD OF CONTRACT:**

***(a) Award Criteria:***

Subject to ITB Section (b), Human Rights Department, Government of Sindh 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 Human Rights Department, Government of Sindh.

***(b) HUMAN RIGHTS DEPARTMENT’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:***

Human Rights Department, Government of Sindh annuls the Bidding Process and rejects all Bid(s) at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

**25. SIGNING OF CONTRACT:**

Within 05-Days from the date of Notification of the award the successful bidder shall furnish to Human Department, Government of Sindh particulars as may be asked by the Human Department.

**TERMS & CONDITIONS OF THE LEASE AGREEMENT FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS**

Between

Directorate of Human Rights, Government of Sindh

And

(Name of the Firm)

Dated the:

**I-CONDITIONS OF LEASE AGREEMENT**

**26. 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.

**27. 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.

**28. AUTHORIZED REPRESENTATIVE:**

Any action required or permitted to be taken, and may document required or permitted to be executed under this contract by the Human Rights Department, Government of Sindh or the Bidder may be taken or executed by the officials.

**29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. FORCE MAJEURE:**

The failure on the part of the parties to perform their obligations 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.

**34. 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.

(b) Has informed the other Party as soon as possible about the occurrence of such an event.

**35. 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.

**36. TERMINATION OF CONTRACT BY LESSOR/LESSEE:**

***(a) 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.

**37. SETTLEMENT OF DISPUTES:**

***(a) 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.

***(b) ARBITRATION:***

If the Directorate of Human Rights, Government of Sindh and the Bidder 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.

**II-LEASE AGREEMENT**

This **AGREEMENT OF LEASE** is made at 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 “the LESSOR”, which expression shall include its successors in interest, nominees, representatives and assigns) of the **One Part.**

**AND**

**THE DIRECTORATE OF HUMAN RIGHTS, GOVERNMENT OF SINDH, KARACHI,** through its duly authorized attorney Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

having their office located at Fayaz Centre, 3-A Mazanine Floor, SMCHS Main Shahra-e-Faisal Karachi (hereinafter referred to as “the LESSEE” which expression shall include their successors-in-interest and Assigns) of the **OTHER PART**.

(The “Lessor” and the “Lessee” shall hereinafter also be individually referred to as a “Party and

collectively as the **“**Parties**”**).

**WHEREAS** the Lessor is the absolute and lawful owner of Office Premises measuring

Square feet on the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Building along with

Parking spaces, (hereinafter referred of as “Demised Premises” bearing address

Road in the city of Karachi more specifically described in the schedule attached hereto and shown as per SITE PLAN ATTACHED and forming an integral part of the Agreement.

**AND WHEREAS** the parties have agreed that the Lessor shall grant Lease to the Lessee and the Lessee has agreed to take on Lease from the Lessor in relation to the Demised Premises for the purposes of operating an office thereon for discharging its business upon terms and conditions appearing hereinafter.

**LESSOR: LESSEE:**

**NOW THEREFORE,** in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

 In pursuance of the said Agreement and in consideration of the rent hereby reserved and of the covenants, conditions and stipulations hereby agreed and contained herein and on the Lessee’s part to be paid, observed and performed, THE LESSOR hereby DEMISE UNTO THE LESSEE ALL THAT the demised premises TOGETHER WITH ALL rights and privileges hereto belonging or held or enjoyed therewith, including the use and enjoyment in conjunction of all facilities hereinafter referred at the cost of the Lessor and has handed over the vacant possession of the demised premises situated at\_\_\_\_\_\_\_\_\_\_\_\_

, Karachi through its authorized representative Mr.\_\_\_\_\_\_\_

to Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , the authorized representative of the Human Rights Department Govt. of Sindh (The Lessee) on\_\_\_\_\_\_\_\_

2016.

 **TERM.** The term of the Lease Agreement shall commence with effect from day of

2015 (the effective date) and shall initially continue to remain valid for 11 months (the “Term”). After the expiry of the Term the Lease Agreement shall be deemed to have extended till day of 2020 unless specifically terminated by either party by giving One month advance notice in writing. Thereafter, the Parties may mutually agree in writing to renew the Lease of the Demised Premises for any such further period and upon such terms and conditions as may be mutually agreed upon by the Parties.

 **CONSIDERATION.** The consideration of the rent of the Demised Premises shall be Rs. per month which includes or excludes a sum of Rs. per month in respect of Maintenance charges for the Building. An amount of Rs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which is the Three (03) months Advance rent & service charges against the first 11 months of the Term, shall be paid by the lessee within Three weeks of the execution of this Lease Agreement (the “Advance Payment”).

 The Income Tax Deduction Certificates to be issued by the office of Accountant General, Sindh in respect of the amount deducted on account of WHT at the time of making payment of rent as per provisions of the preceding para. The lessee (Human Rights Department Govt. of Sindh) shall also issue certificate on each occasion on its letter head confirming the deduction and the deposit of WHT in the account of FBR.

 **ANNUAL INCREASE.** The monthly rent shall not be enhanced Upto three (03) Years.

In case, if the Lease Agreement is extended with mutual consent, rent shall be enhanced as per provisions of Sindh Rented Premises Ordinance 1979.

**LESSOR: LESSEE:**

 **SECURITY DEPOSIT.** The security deposit shall be equivalent to Three (03) months’

rent @ Rs. per month i.e. Rs.

. The Lessor is, hereby, authorized by the lessee to retain the security deposit of

Rs. Stated in para titled as

|  |  |  |
| --- | --- | --- |
|  |  | **“Consideration”.** The Security Deposit shall be retained by the Lessor for the entire Term and / or at the early expiry of this Agreement. This will be returned to the lessee by the Lessor in a timely manner after adjustment of dues, if any, and clearance of outstanding bills for electricity & telephone etc against the demised premises at the time of the vacant handing over of the Premises by the lessee to the Lessor pursuant to the Lease Agreement or upon termination of this Agreement in accordance with the provisions hereof and in the manner described hereinabove. |
|  | **TERMINATION.** In the event that the Lessee desires to vacate the Premises at any time |
|  | prior to the expiration of the Term, then it shall give a prior written notice of such |
|  | intention to the Lessor of at least 30 days. In the event that the Lessor receives any notice |
|  | from the Lessee pursuant to this Clause of the Lessee’s intention to vacate the Premises, |
|  | then, the Lessor shall, on or prior to the effective date of such notice, return to the Lessee |
|  | for the unexpired period of the Term and the Security Deposit without any deductions |
|  | whatsoever. All the interior fixtures and furniture installed by Lessee shall be |
|  | dismantled/removed by Lessee at his own cost at the time of giving possession of |
|  | demised premises to Lessor. Any damage to the property during dismantling / removing |
|  | will be got properly repaired by the lessee. |
|  | On termination of this Agreement under this Clause, the Lessor shall immediately refund to the Lessee the Advance Payment for the unexpired portion of the Term and the |
|  | Security Deposit, after adjusting the dues if any and clearance of outstanding bills for |
|  | Electricity, telephone etc against the demised premises and payable by the lessee. |
| **1.** |  | Any additional electric supply required by the Lessee may be installed by the Lessor |
|  |  | subject to availability of load at the sole cost of the Lessee (estimated cost would be |
|  |  | payable in advance), provided that the additional load is available from K.Electric or any |
|  |  | utility agency and the Lessor shall be satisfied that the same will not cause any damage or |
|  |  | injury to the Building or Demised Premises. |
| **2.** |  | The Lessor shall not be responsible to the Lessee for any power fluctuation, breakdown |
|  |  | or shutdown due to any reason whatsoever, nor for any damage, loss or consequence |
|  |  | resulting there from. However, in case of any disruption of Electricity, Gas or Water by |
|  |  | the concerned authority/company, the Lessor shall make best endeavors for the timely |
|  |  | Rectification. |
| **3.** |  | The Lessor shall be at their own cost to have vigilant security guards at the Demised |
|  |  | Premises to safeguard. |

**LESSOR: LESSEE:**

**4.** That it is clearly understood and agreed that all the terms and conditions laid down in the Agreement shall be binding equally upon the Lessor and Lessee as well as on their heirs, successors and legal representatives.

**5.** That the Lessee shall permit the Lessor and/or the Lessor's representatives and agents to inspect the Demised Premises upon the Lessor giving to the Lessee at least two (2) days prior intimation in writing and shall permit the Lessor and/or the Lessor's representatives **or** agents to carry out any repairs, alterations, improvements in or to the Demised Premises.

**6.** That the Lessor shall pay all taxes, ceases, charges and levies that are imposed in respect of the Demised Premises whenever and by whomsoever levied, including without limitation property tax, but excluding services charges and charges as defined in clause

11 of this Agreement and shall keep the Lessee indemnified in respect of such impositions at all times. However, the Professional Tax and/or any other taxes pertaining to the Lessee’s business shall be payable by the Lessee.

**7.** That the lessee shall maintain the demised premises, entire furniture, fixtures and fittings in the condition that the same was let to it, excepting normal wear & tear and shall not make any alteration in the demised premises, except with the prior permission of the Lessor. The lessee, hereby, also under-takes to get the replacement of any damaged portion and / or any repair work of the premises, as mentioned in the statement annexed with this Agreement, at its own cost before the termination of the Lease Agreement.

**8.** That the lessee shall not demand any construction renovation expenses or any charges for fittings and fixtures from the Lessor at the time of termination of this Agreement.

**9**. That the Lessee shall promptly timely pay all utility bills and water, sewerage and conservancy charges relating to the time period comprising the Term in respect of the Demised Premises and shall provide a paid copy of such bills to the Lessor as and when demanded by the Lessor.

**10.** The Lessee shall not use the Demised Premises for any unlawful or political purpose and shall not permit to be done any act or thing, or permit the same to be used for the purpose of holding public or political gatherings or employees union meetings, and not to permit or allow anyone, other than the security personnel to sleep in the Demised Premises.

**11.** The Lessee may install any signboard, nameplate, logo, emblem and/or insignia on the Demised Premises of a reasonable size. However no signboards shall be installed by the Lessee on the exterior of the building.

**LESSOR: LESSEE:**

**12.** That the demised premises, its structure, fixture, fittings, glasses are properly insured from any reputable insurance company and it will be the sole responsibility of the Lessor, while insurance of the lessee’s equipment and furniture & fixture will be the responsibility of lessee.

**13.** If the Demised Premises or any part thereof, during the occupation of the Lessee, damaged and destroyed, due to structural defects or by any natural disaster like earthquake, storm or flood, acts of God, disturbances, civil unrest, riot or war (“force majeure”) the Lessor will repair it at its own cost and expense immediately upon receipt of a notice to this effect.

**14.** The Lessee shall not sublet or part with the possession of the Demised Premises or any part thereof, or in any manner assign the Lessee rights and obligations under this Lease without the prior consent in writing of the Lessor which consent shall not be unreasonably withheld.

**15.** The Lessee shall abide by the Lessor’s reasonable rules, as advised to the Lessee in writing from time to time, relating to the maintenance in the Demised Premises and the building provided that these rules shall in no way impair the Lessee right of full use of the Demised Premises.

**16.** The Lessor hereby covenants with the Lessee that the Lessee paying the rent and performing their obligations hereunder shall peacefully enjoy the Demised Premises without any interruption from the Lessor or any person claiming under or in trust for them or by any authorities.

**17.** Any failure by the Lessor or the lessee to insist upon the strict performance of any covenant in this Lease shall not be considered as a waiver of the concerned party’s right to enforce strict performance thereof.

**18.** The Lessee 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.

**19.** The lessee undertakes to get this Deed of Lease executed and registered with the appropriate authorities, and the cost incidental to the preparation of the Lease in duplicate and the stamp duty and registration fee for the deed of Lease and counterpart shall be borne / shared and paid by the Lessor. The Lessor shall extend all cooperation to the lessee for registering the Lease and its renewal.

**20.** This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

The parties submit to the jurisdiction of the Courts in Karachi.

**LESSOR: LESSEE:**

**21.** Any notice required to be given under this Lease Agreement shall be in writing and shall be sufficiently served if addressed and delivered by Registered Post or first class courier service as follows or to such other address as either Party may hereinafter notify to the other Party in writing. The Notice shall be deemed to have been received when actually received by the recipient.

**22.** That on Expiry of Lease Agreement period, The Lessee shall handover to the Lessor vacant possession of the rented premise in its original condition in which it was let out, except normal wear and tear.

**LESSOR: LESSEE:**

**Full Name, Full Name, Designation**, **Designation**, **Complete Address, Complete Address,**

CNIC No…………… CNIC No……………………

**IN WITNESS WHEREOF**, the parties hereto have hereunder set their hands the day and year first above written.

**WITNESSES**:

**1.** Name, **LESSOR**

Designation, Complete Address, CNIC……………..

**2.** Name,

Designation, **LESSEE**

Complete Address,

CNIC……………….

**ANNEXURE-B:**

**UNDERTAKING:**

***(This undertaking should be on the Letter Head of the Bidder/Firm/Nominated State Agent and should be signed by a person competent. It should be included by the Bidder in its Technical Bids)***

It is certified that the information furnished here in and as per the Document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Tender and are liable to any punitive action for furnishing false information / Documents.

Dated this day of 2016

Signature

In the capacity of

(Bidder/Company/Nominated State Agent Seal)

Duly authorized to sign Bids for and on behalf of:

**ANNEXURE-C:**

**SCHEDULE OF REQUIREMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No** | **Description of Building** | **Bidder’s Remarks** | |
|  | | ***(Yes)*** | ***(No)*** |
| * **1.** | Requisite Office area measures approximately 400 Square Yard to 600 Square Yard |  |  |
| * **1** | Requisite Rental Space preferably be consists of ground floor 5 or more Rooms. |  |  |
| * **4.** | Atrium cum reception area preferably |  |  |
| * **6.** | Should be a Secure and Peaceful Environment. |  |  |
| * **10.** | Should be a Separate washrooms and Kitchenette for required Office Premises. |  |  |
| * **12.** | Provision for Adequate Air Conditioning System Setup. |  |  |
| * **13.** | Provision for Adequate Telephone Lines Setup. |  |  |
| * **14.** | Provision for well-planned cable trays for Power, computers and Telephone Cabling. |  |  |
| * **15.** | Proper Generator Setup require of office premises |  |  |
| * **17.** | Should be a Proper set up of the Car Parking and Lobby Areas. |  |  |

**PRICE SCHEDULE:**

**Name of Bidder:**

**Monthly Rent** *(Lump Sum)***:** Total Amount in Words**:**

***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 01%*** of One (01) Year rent demanded of the premises, in shape of Pay order or irrecoverable Bank Guarantee acceptable to the Human Rights Department, Government of Sindh is to be attached with Sealed Financial Proposal.

***Signature & Stamp of the Bidder:***

***Date:***