



GOVERNMENT OF SINDH
TRANSPORT & MASS TRANSIT DEPARTMENT

No. TMTD/ / DATED: 15TH September 2016

TENDER NOTICE FOR SINDH MASS TRANSIT CELL – OFFICE ON RENT BASIS IN KARACHI

Sealed bids are invited from eligible estate agencies / property owners in Sindh, registered with Income Tax, Sales Tax Departments, for the requirement of office premises in Karachi on rental basis as per below mentioned details: Estate agencies / property owners with strong professional background are required to provide their best proposal. They are allowed to participate as per below mentioned schedule:

DESCRIPTION OF JOB	TENDER DOCUMENT	LAST DATE OF SUBMISSION	TENDER OPENING DATE
Office space Preferably located in Clifton area, Karachi	Exact details and specifications are mentioned in the bidding document which is available from 20 th September 2016 to 5 th October 2016 during office hours.	5 th October 2016 up to 2:00 pm	5 th October 2016 at 3:00 pm

2. Interested eligible bidders may obtain further information from the office of Section Officer (T-II), Transport & Mass Transit Department Government of Sindh, 2nd Floor Sindh Secretariat Building No. 2 (Tuglaq House), Shahrah-e-Kamal Ataturk, Karachi.

3. The NT shall be given on prescribed Tender Form containing schedule of operation and terms and conditions which can be purchased on payment of Rs. 5,000/- per tender (non-refundable) from the office of the Section Officer (T-II) Transport and Mass Transit Department, Government of Sindh during the office hours with effect from the date of advertisement.

4. Sealed bids must be delivered at the above office on or before 5th October, 2016 at 2:00 pm and must be accompanied by a cash security of one (1%) of the one (01) year rent.

5. The bids will be opened on the same day at 3:00 pm in the presence of bidders' / representatives of bidders and notified procurement committee in the Committee Room, Transport & Mass Transit Department, Government of Sindh, 2nd Floor Sindh Secretariat Building No. 2 (Tuglaq House), Shahrah-e-Kamal Ataturk, Karachi.

6. The rates quoted should be inclusive of GST, Income Tax and SRB etc. GST will be deducted at source as per prescribed rates.

7. In case Government declares / announces public holiday on the date of opening of tenders, tenders will be submitted and opened on the next working day and time.

8. Procuring agency may reject all or any bid as per relevant provisions of Sindh Public Procurement Rules 2010.

SECTION OFFICER (T – II)
TRANSPORT & MASS TRANSIT DEPARTMENT,
2ND FLOOR, SINDH SECRETARIAT NO. 2 (TUGHLAQ HOUSE),
SHAHRAH-E-KAMAL ATATURK, KARACHI.



NO TO CORRUPTION

**GOVERNMENT OF SINDH
TRANSPORT AND MASS TRANSIT
DEPARTMENT**

Karachi, dated the 15th September, 2016

Off. No.021-99211017 Fax No.021-99211298
E.mail.secretarytransportsindh@gmail.com

NOTIFICATION

NO.SO(G)/TMTD/SMTC/2016: Transport and Mass Transit Department, Government of Sindh is pleased to constitute a Procurement Committee for hiring of Office Space Required for the Office of the Establishment of Mass Transit Cell, Karachi, comprising of the following officers:-

S.NO.	DESIGNATION	STATUS
1.	Additional Secretary, TMTD, Govt. of Sindh	Chairman
2.	Director General, KMTC, TMTD, GoS	Member
3.	Deputy Secretary, Works & Services Department, GoS	Member
4.	Director, PPP Node, TMTD, GoS	Member
5.	Director (Policy & Planning) Traffic Engineering Bureau, Karachi.	Member

TERMS OF REFERENCE:

- i. Opening of Technical and Financial Proposals.
- ii. Evaluation of Technical and Financial Proposals and making recommendation to the Procuring Agency.

TUAHA AHMED FARUQUI
SECRETARY
Transport and Mass Transit Department

NO.SO(G)/TMTD/SMTC/2016: Karachi, dated the September, 2016

1. The Chairman/Member (all) of the Committee.
2. The PS to Secretary, Transport and Mass Transit Department, GoS, Karachi.
3. The PA to Additional Secretary, T&MTD., Government of Sindh, Karachi
4. Notification file.



SECTION OFFICER (G)
SECRETARY TO GOVERNMENT OF SINDH



NO PAY NO TO CORRUPTION

**GOVERNMENT OF SINDH
TRANSPORT AND MASS TRANSIT
DEPARTMENT**

Karachi, dated the 15th September, 2016

Off. No.021-99211017 Fax NO.021-99211298
E.mail.secretarytransportsindh@gmail.com

NOTIFICATION

NO.SO(G)/TMTD/SMTC/2016: Transport and Mass Transit Department, Government of Sindh is pleased to constitute a Complaint Redressal Committee regarding hiring of Office Space Required for the office of the Establishment of Mass Transit Cell, Karachi comprising of the following officers:-

S.NO.	DESIGNATION	STATUS
1.	Secretary, Transport and Mass Transit Department, Government of Sindh.	Chairman
2.	Additional Secretary, Transport and Mass Transit Department, GoS.	Member
3.	Representative of AG Sindh	Member
4.	Director General, KMTC, TMTD, GoS	Member
5.	Director , PPP Node, TMTD, GoS.	Member

TERMS OF REFERENCE:

Receive any complaint against the bidding process and / or recommendations of the Procurement committee, and process / settle the same in accordance with the relevant provisions of Sindh Public Procurement Rules 2010 (Amended 2013).

**TUAHA AHMED FARUQUI
SECRETARY**

Transport and Mass Transit Department

NO.SO(G)/TMTD/SMTC/2016: Karachi, dated the 15th September, 2016

1. The Chairman/Member (all) of the Committee.
2. The PS to Secretary, Transport and Mass Transit Department, GoS, Karachi.
3. The PA to Additional Secretary ,T&MTD., Government of Sindh, Karachi
4. Notification file.



[Signature]
SECTION OFFICER (G)
SECRETARY TO GOVERNMENT OF SINDH



TRANSPORT & MASS TRANSIT DEPARTMENT GOVERNMENT OF SINDH

TENDER INQUIRY NO. TMTD () 2016

STANDARD BIDDING DOCUMENTS

FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS
FOR SINDH MASS TRANSIT CELL

Official Address: Second Floor, Transport & Mass Transit Department,
Government of Sindh, Building No.02, Sindh Secretariat Tuglaq House,
Kamal Atta-Turk Road, Karachi.

Ph No: (021) 99211017.

Last Date for Issuance of SBD: Wednesday 5th October, 2016 by 2-00P.M

Tender Submission Day, Date & Time: Wednesday 5th October, 2016 by 2:00 P.m

Tender Opening Date: Wednesday 5th October, 2016 at 03:00 P.m

Cost of Bidding Documents: Rs. 5,000/- (Rupees: Five 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 entertained 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. For 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).

**GOVERNMENT OF SINDH
TRANSPORT & MASS TRANSIT DE
PARTMENT**

Karachi dated 15th September, 2016

1. INVITATION FOR BIDS (IFB):

The Transport & Mass Transit Department, Government of Sindh invites sealed proposal for acquiring of office Premises on Rental Basis (directly or through nominated Estate Agents) for its Sindh Mass Transit Cell. Details of the specifications of required office premises to be provided are given in the Schedule of Requirements at Annexure-G.

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 Dawn; Daily Urdu Jang; Daily Sindhi Kawish.

The bidding documents carrying all details can be downloaded from SPPRA's website <http://www.pprasindh.gov.pk/>

1.3 Types of Open Competitive Bidding:

Following Procedure will be followed by Transport and Mass Transit Department, Government of Sindh for open competitive bidding. As per Rule 46 (02), Single Stage-Two Envelope Procedure would be followed. This is as follows:

- a) The Bid shall containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal.
- b) The envelopes shall be marked as "**FINANCIAL PROPOSAL**" and "**TECHNICAL PROPOSAL**" in bold and legible letters to avoid confusion.

- c) Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened.
- d) Envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
- e) Procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements.
- f) No amendments in the Technical Proposal shall be permitted during technical evaluation.
- g) Financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance.
- h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- i) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

In accordance with these rules, interested Bidders applying for bids should submit two separate Envelopes for Financial Proposal and Technical Proposal.

Technical Evaluation is based on Marks which are assigned to each criteria/ sub-criteria as the minimum Threshold as mentioned in these Bidding Documents.

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 Transport & Mass Transit Department in favor of "*Section Officer (T-II), Transport & Mass Transit Department, 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 Transport & Mass Transit Department reasonable time to act, if the Security is to be 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 Second Floor, Transport & Mass Transit Department, Government of Sindh, Sindh Secretariat No. 2, Tughlaq House, Kamal Atta-Turk Road, Karachi on or before **2:00 Pm** by *Wednesday 5th October, 2016*. The Technical Bids will be publicly opened in the office of Additional Secretary, Transport & Mass Transit Department at 02nd Floor, Transport & Mass Transit Department Govt of Sindh, Karachi, at **3:00 Pm** 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 the said period shall not be 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:

PRIMARY CONTACT:

Mr. Muhammad Yousif Memon
Section Officer (T-II)

E-Mail: Secretarytransportssindh@gmail.com

Phone: +92-21-99211017

Address: Second Floor, Tughlaq House, Secretariat No. 2, Transport & Mass Transit Department, Govt of Sindh, Kamal Atta-Turk Road, Karachi, Pakistan.

SECONDARY CONTACT:

Mr. Ghulam Farooque Mangrio
Section Officer (Gen),

Mail: Secretarytransportssindh@gmail.com

Phone: +92-21-99211017

Address: Second Floor, Tughlaq House, Secretariat No. 2, Transport & Mass Transit Department, Govt of Sindh, Kamal Atta-Turk Road, Karachi, Pakistan.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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 Transport & Mass Transit 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 Transport & Mass Transit 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 Section Officer (T-II),
Transport & Mass Transit Department,
Government of Sindh, Tughlaq House,
Building No.02,
Sindh Secretariat, Kamal Atta-Turk Road,
Karachi.

Subject: **ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS FOR SINDH
MASS TRANSIT CELL, TRANSPORT & MASS TRANSIT DEPARTMENT,
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 signed 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 Transport & Mass Transit 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

ANNEXURE-B

TECHNICAL PROPOSAL SUBMISSION FORM

(This Letter of Technical Proposal Form 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)

(Insert Location & Date)

To,

The Section Officer (T-II),
Transport & Mass Transit Department,
Government of Sindh, Building No. 02,
Sindh Secretariat,
Kamal Atta-Turk Road,
Karachi.

Dear Sir,

We, the undersigned, offer to provide the Office Premises in accordance with your request for proposal. We are hereby submitting our proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We also confirm that the Government of Sindh or Government of Pakistan has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature
(In full and initials)

Name and Designation of Signatory & Seal

Name of Firm/Bidder/Nominated State Agent

Address

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 Transport & Mass Transit Department Government of Sindh or any other person/entity for the time being or from time to time duly appointed in writing by the Transport & Mass Transit 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 Transport & Mass Transit 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 Transport & Mass Transit 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 Technical Proposal and 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 Transport & Mass Transit 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 Transport & Mass Transit 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:

Transport & Mass Transit 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 SINDH MASS TRANSIT CELL.

7. TENDER ELIGIBILITY:

All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statutes of Government of Paksitan 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 Transport & Mass Transit 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 Transport & Mass Transit 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 Transport & Mass Transit Department shall notify the amendment(s) in writing to the prospective Bidders.
- 11.3 The Transport & Mass Transit 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. PREPARATION / SUBMISSION OF TENDER:

- 12.1 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Transport & Mass Transit Department, shall be in English. Any Printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 12.3 The Tender shall be in Two Envelopes i.e. The "Technical Proposal" and The "Financial Proposal".
 - 12.3.1 The Technical Proposal shall comprise and fulfill all the requirements. without quoting the price.
 - 12.3.2 Tender Covering Letter duly signed and stamped by authorized representative. (*Annexure-A*).
 - 12.3.3 Technical Proposal Form, at *Annexure-B*.
 - 12.3.4 *Preliminary Requirements at Annexure-C.*
- 12.4 Evaluation Criteria at *Annexure-D*.
 - 12.4.1 Undertaking at *Annexure-E*. All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted.
 - 12.4.2 Successful Bidder shall submit the Integrity Pact duly signed and stamped by authorized representative at *Annexure-II*.
 - 12.4.3 Evidence of eligibility of the Bidder.
 - 12.4.4 Technical Brochures/Literature.
 - 12.4.5 The statement must be signed by the authorized representative of the Bidder.
 - 12.4.6 Valid Registration Certificate for Income Tax (If Available).
 - 12.4.7 The Financial Proposal shall comprise the following:
 - 12.4.8 Financial Proposal Form as mentioned vide at *Annexure-F*.
 - 12.4.9 Schedule of Requirement as mentioned vide at *Annexure-G*.
 - 12.4.10 Tender Earnest Money (01% of the total sum of one year's rent demanded for the premises offered).
- 12.5 The Bidder shall seal the Technical Proposal in an envelope duly marked as under:-

[Technical Tender Inquiry No]

[Tender Name]

Open on: [Last Date of submission of the Tender]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 12.6** The Bidder shall follow the same process for the Financial Proposal.
12.7 The Bidder shall again seal the envelope of Financial Proposal, duly marking the envelope as under:

[Financial Tender Inquiry No]

[Tender Name]

Strictly Confidential

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 12.8 The Tender shall be mailed to reach and dropped in the Tender Box (1) placed in the Office of Secondary Contact address as mentioned at clause-02, Para-04, during office hours, up to due date and time.
- 12.9 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificate, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Non compliance with the same will cause the rejection of bid at the time of opening.

13. 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.

14. EARNEST MONEY:

- 14.1 The Bidder shall furnish the Earnest Money as under:
- 14.2 As part of Financial Bid Envelope, failing which will cause rejection of Bid.
- 14.2.1 For a sum equivalent to 01% of total sum of one year's rent demanded for the premises offered ;
- 14.2.2 Denominated in PAK Rupees.
- 14.2.3 Have a minimum validity period of ninety days from the last date of submission of the Tender;
- 14.3 The proceeds of the Earnest Money shall be payable to the Procuring Agency, on the occurrence of any / all of the following conditions:-
- 14.3.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender form; or
- 14.3.2 If the Bidder does not accepted the correction of his total bid price; or
- 14.3.3 If the Bidder, having being notified of the acceptance of the tender by the procuring agency during the period of the tender validity.
- 14.4 The Earnest Money shall be returned to the technically unsuccessful bidder with unopened financial bids while the unsuccessful bids of financial bids opening procedure will be returned the Earnest Money only. The Earnest Money shall be returned to the successful bidder after signing the lease agreement.

15. TENDER VALIDITY:

The tender shall have a minimum validity period of ninety (90) days from the last date for submission of tender. The Transport & Mass Transit 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.

16. WITHDRAWAL OF THE TENDER:

- 16.1 The bidder may, by return notice served on the Procuring Agency to modify or withdraw the tender after submission of the tender, prior to the deadline for submission of the tender.
- 16.2 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 forfeiture of the Earnest Money.

17. OPENING OF THE TENDER:

- 17.1 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.
- 17.2 The bidder's name, modification, withdrawal, security, attendance of the bidders and such other details as the Transport & Mass Transit Department may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 17.3 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.*

18. CLARIFICATION OF THE TENDER:

The Transport & Mass Transit Department shall have the right, at its exclusive discretion, to require, in writing, further information clarification of the tender or may require 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 except as required to confirm the correction of arithmetical errors discovered in the Bid. Acceptance of any such correction is at the discretion of the Transport & Mass Transit Department.

19. DETERMINATION OF RESPONSIVENESS OF THE BID:

The Transport & Mass Transit 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:

- 19.1.1 meets the Preliminary Evaluation Criteria & De-Evaluation Criteria of the Bidder as mentioned vide Annexure-C & Annexure-D;
- 19.1.2 meets the Technical Specifications as mentioned vide Annexure-D;
- 19.1.3 meets the rate and limit of liquidated damages;
- 19.1.4 offers fixed price quotations as mentioned vide Annexure-G;
- 19.1.5 is accompanied by the required Tender Earnest Money as a part of Financial Bid envelope;
- 19.1.6 is otherwise complete and generally in order;
- 19.1.7 conforms to all terms and conditions of the Tender Document, without material deviation or reservation;
- 19.2 A material deviation or reservation is one which affects the scope or limits the Transport & Mass Transit Department's rights or the Bidder's obligations under the contract.
- 19.3 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 Transport & Mass Transit Department may waive off any

minor non-conformity or inconsistency or informality or irregularity in the Tender.

20. 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 Transport & Mass Transit Department may consider the alternative payment terms offered by the bidder.

21. REJECTION OF THE TENDER

- 21.1 The Transport & Mass Transit 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 Transport & Mass Transit Department's action, and without thereby incurring any liability to the Bidder and the decision of the Procuring Agency shall be final.
- 21.2 The Tender shall be rejected if it is:
 - 21.2.1 Substantially non-responsive; or
 - 21.2.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents by other than specified mode; or
 - 21.2.3 Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 21.2.4 Subjected to interlineations /cuttings/corrections/erasures/overwriting; or
 - 21.2.5 The bidders submits more than one tenders; or
 - 21.2.6 The bidder refuses to accept the corrected total bid price; or
 - 21.2.7 The bidder has conflict of interest with the Procuring Agency; or
 - 21.2.8 The bidders tries to influence the Bid evaluation/Contract award; or
 - 21.2.9 The Bidder engages in corrupt or fraudulent practices in competing for the Contract award.
- 21.3 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.

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

22. ACCEPTANCE LETTER (LETTER OF INTENT):

The Transport & Mass Transit 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.

23. 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.

24. DISCUSSION PRIOR TO EVALUATION:

If required, prior to evaluation of the Bid, Transport & Mass Transit 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.

25. AWARD OF CONTRACT:

(a) Award Criteria:

Subject to ITB Section (b), Transport & Mass Transit 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 Transport and Mass Transit Department, Government of Sindh.

(b) TRANSPORT & MASS TRANSIT DEPARTMENT'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Transport & Mass Transit 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).

26. SIGNING OF CONTRACT:

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

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

Between

Transport & Mass Transit Department,
Government of Sindh

And

(Name of the Firm)

Dated the: _____

I-CONDITIONS OF LEASE AGREEMENT

27. 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.

28. 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.

29. AUTHORIZED REPRESENTATIVE:

Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the Transport & Mass Transit Department, Government of Sindh or the Bidder may be taken or executed by the officials.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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 TRANSPORT & MASS TRANSIT DEPARTMENT, 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 TRANSPORT & MASS TRANSIT DEPARTMENT, GOVERNMENT OF SINDH,
KARACHI**, through its duly authorized attorney Mr.
_____ having their office located at Tughlaq House, Sindh Secretariat No. 2, Shahra-e- Kamal Atta
Turk, 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:

- x 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 Transport & Mass Transit Department Govt. of Sindh (The Lessee) on _____ 2015.
- x **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.
- x **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 _____ () months Advance rent & service charges against the first _____ months of the Term, shall be paid by the lessee within Three weeks of the execution of this Lease Agreement (the "Advance Payment").
- x 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 (Transport and Mass Transit 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.
- x **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:

- x **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.
- x **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.
- x 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, cesses, 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,
Designation,
Complete Address,
CNIC No.....

Full Name,
Designation,
Complete Address,
CNIC No.....

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

WITNESSES:

1. Name,
Designation,
Complete Address,
CNIC.....

LESSOR

2. Name,
Designation,
Complete Address,
CNIC.....

LESSEE

ANNEXURE-C:

PRELIMINARY REQUIREMENTS:

This form will be used by Procuring Agency for Preliminary Screening. Tenders which do not pass the Preliminary Screening requirements shall be eliminated from Tender Process. Bidders should be advised to provide all the below requirements in its Technical proposals of each section:

Technical Bid Opening Check List:

Section	Description	Name of Bidders		
		Firm-A	Firm-B	Firm-C
1.	Are Both Envelopes Sealed? (Technical & Financial)	Yes/No	Yes/No	Yes/No
2.	Are Envelopes properly typed as prescribed in clause 12.5, 12.6 & 12.7?			
3.	Is Tender Covering Letter typed properly on Bidder/Firm/Nominated State Agent Letter Head with Authorized Signatures & Official Seal as prescribed at <i>Annexure-A</i> .			
4.	Is Technical Proposal Form at <i>Annexure-B</i> typed properly on Bidder/Firm/Nominated State Agent Letter Head with Authorized Signatures & Official Seal?			
5.	Is Undertaking Form at <i>Annexure-D</i> typed properly on Bidder/Firm/Nominated State Agent Letter Head with Authorized Signatures & Official Seal?			

Note: Interested Bidders are advised to fulfill all the requirements as indicated above for passing out the preliminary Elimination Process.

ANNEXURE-D:

EVALUATION CRITERIA & COMPARISON OF BIDS:

Bidders who have been qualified on the basis of the preliminary evaluation shall be eligible for a detailed evaluation. The requirement of Office Premises will evaluate and compare the bid that have been determined to be substantial responsive. The evaluation will be performed assuming the contract will be awarded to the high evaluated bidder for the entire information system as per criteria mentioned in this bidding document.

The following weights will be used in the evaluation of Bids:-

Technical Evaluation Passing Marks: - 70% marks out of 100% marks

Sr. No	Requirements	Max Marks	Marks Obtained as per Documentary Evidence	Marks Obtained After Due Visit by the Premises Committee	Marking Criteria	Documents/Information to be Enclosed
1.	Location	40			Preferably located In Clifton area, Karachi	Site Plan
		20			Away/ Stride the main Location	
2.	Approach to the Building	20			Easy Approach	Evidence
		10			Crowded Approach	
3.	Area	20			5000 Sq.ft. to 5500 Sq.ft.	Title document of the Property
		10			Above 4500 Sq.ft.	
		0			Below 4500 Sq.ft.	
4.	Parking Space (Dedicated to the)	20			With Parking	Numbers
		0			Without Parking	
TOTAL MARKS:		100			Qualified/ Disqualified	

Note:

1. Acquiring of 70% marks (on the information given by the Bidder) will make a bidder qualify for visit of the Property by the Sub Committee constitutes by the Procurement Committee of the Transport & Mass Transit Department, Government of Sindh.
2. 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".
3. 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.

ANNEXURE-E:

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

(Bidder/Company/Nominated State Agent Seal)

In the capacity of

Duly authorized to sign Bids for and on behalf of:

ANNEXURE-F:

FINANCIAL PROPOSAL SUBMISSION FORM:

(This Letter of Financial Proposal Form 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 Financial Bids)

To,

The Section Officer (T-II),
Transport & Mass Transit Department,
Government of Sindh,
Sindh Secretariat No.2 (Tughlaq House), Kamal Atta-Turk Road,
Karachi.

**Subject: ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS FOR
SINDH MASS TRANSIT AUTHORITY, TRANSPORT & MASS
TRANSIT DEPARTMENT GOVERNMENT OF SINDH**

(Bidders are requested to fill the Blank spaces in this form of Bid).

Dear Sir,

1. Having inspected and checked all local conditions affecting the requirement of Office Premises on rental basis and having also examined all Bid Documents including the Instruction to the Bidders, General Conditions of Contract and Schedule of Requirement, we the undersigned offer to provide you our property in conformity with the Bid Documents including Instructions to Bidder, General Conditions of Contract and Schedule of Requirement for the total sums as specified at **Annexure-G**, as agreed upon under the contract.
2. We accept the above bid documents as valid and binding including those parts not countersigned in fully by us.
3. We conform that we have satisfied ourselves about the premises required and all other conditions which influence or may influence the requirement, and we do not require any clarification and additional information thereto and that we cannot raise any claim for not knowing them.
4. The rates which we have quoted and all information and data attached with our Bid are complete and without any hidden Technical & Financial reservations or implications. They have been duly checked and are correct in every aspect.
5. The rates entered in the Bid are firm and are inclusive of all cost of taxes, surcharges, local and Federal Taxes, insurances, overhead and profit and all other direct and indirect costs related to and connected with the satisfactory execution of lease agreement.
6. We undertake if our Bid is accepted to sign the Lease Agreement within SEVEN (07) working days of the issue of the Letter of Award.
7. We agree to pay all costs towards the preparation of the Lease Agreement of Contract.
8. We further agree to abide by this Bid for a period of (90) Ninety calendar days from the date of opening of the Bid and it shall remain binding upon us for this period.

9. Unless and until a formal agreement is prepared and signed, the Bid Documents together with your written acceptance thereof shall constitute a binding contract between us.
10. We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated: This _____ day of _____, 2014.

Signature of the Bidder _____

Duly authorized to sign the Bid on behalf of:

Name of bidder in block letters

Designation of the Bidder

Address

In presence of:

Name of witness

Designation of the witness

ANNEXURE-G:

SCHEDULE OF REQUIREMENTS

Sr. No	Description of Building	Bidder's Remarks	
		(Yes)	(No)
1.	Requisite Office area measures approximately 5000 Square Feet to 5500 Square Feet		
2.	Requisite Rental Space preferably be consists of 01 st Floor or 02 nd Floor.		
3.	Should be an Earth Quick Resistant Structure.		
4.	Atrium cum reception area preferably with sky light.		
5.	Should be an Ornamental Staircase and elevators connect all Floors.		
6.	Should be a Secure and Peaceful Environment.		
7.	Preferably basement Reserved Car Parking.		
8.	Preferably Floor directory and Air conditioning in the Reception/ Lobby area.		
9.	Should be Centrally monitored High-Speed elevators for Passengers and separate elevator for cargo.		
10.	Should be a Separate washrooms and Kitchenette for required Office Premises.		
11.	Separate emergency stair exit for each wing at all levels of building.		
12.	Preferably Central Air Conditioning system installed for required Office Premises.		
13.	Provision for Adequate Telephone Lines Setup.		
14.	Should be well planned cable trays for Power, computers and Telephone Cabling.		
15.	Heavy Duty Generators should be installed for uninterrupted power supply.		
16.	Should be a proper setup of Fire Fighting and Fire alarm system with electronic controls.		
17.	Should be a Proper set up of Vigilant Security Guards with CCTV Cameras in the Car Parking and Lobby Areas and Proper Maintenance Team.		

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 Transport & Mass Transit Department, Government of Sindh is to be attached with Sealed Financial Proposal.

Signature & Stamp of the Bidder: _____

Date: _____

ANNEXURE-II:

INTEGRITY PACT:

(This Integrity Pact Form should be on the stamp Paper valuing Rs. 100/- submitted by the successful Bidder with attestation of Notary Public.

Contract Number: _____
Contract Value: _____
Contract Title: _____

Dated: _____

1. M/s. _____ hereby declares that it has no obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. _____ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Transport and Mass Transit Department Government of Sindh, except that which has been expressly declared pursuant hereto.

3. M/s. _____ Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Transport and Mass Transit Department Government of Sindh and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. M/s. _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Transport and Mass Transit Department, Government of Sindh under any law, contract or other instrument, be voidable at the option of Transport and Mass Transit Department, Government of Sindh.

5. Notwithstanding any rights and remedies exercised by Transport and Mass Transit Department, Government of Sindh in this regard, M/s. _____ agrees to indemnify Transport and Mass Transit Department, Government of Sindh for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Transport and Mass Transit Department, Government of Sindh in an amount equivalent to Ten Time the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. _____ as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from Transport and Mass Transit Department, Government of Sindh.