

**DIRECTORATE OF HUMAN RIGHTS GOVERNMENT OF SINDH**



**FOR ACQUIRINGOF OFFICE PREMISESONRENTALBASIS**

**Official Address:**

House No 14 Block 7/8, KMCHS Society, Shahrah-e-Faisal, Karachi

PhNo:021-99333272-3.

**Last Date for Issuance of SBD: Friday 28th April, 2017**

**Tender SubmissionDay, Date &Time: Thursday 25th May 2017 by13:00 Hrs**

**Tender OpeningDate: Thursday 25th May 2017 at14:00Hrs**

**Cost of BiddingDocuments: Rs.1,000/-(Rupees:OneThousand)Only**

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

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**IMPORTANT NOTE:**

Bidders must ensure that theysubmit all the required documents indicated in the Bidding Documentswithoutfail.Bidsreceivedwithoutvalid documentary evidence,supporting documentsandthemannerforthevariousrequirementsmentionedintheBiddingDocuments areliabletoberejectedattheinitialstageitself.Thedatasheets,validdocumentaryevidences forthecriticalcomponents as detailed hereinaftershould besubmitted bytheBidder for scrutiny. Itisintimatedthatnoobjectionshallbeentertainmentregarding thetermsandconditionsofthe Bidding Documents at thelater stages duringTender process.

**APPLICABILITY OFSINDHPUBLICPROCUREMENTRULES-2010 (AMENDED-2013):**

ThisBidding Processwillbegovernedunder SindhPublic ProcurementRules-2010,asamended fromtimetotime.Bidder willbeselectedunderprocedure describedinthisTenderDocument (TD),inaccordancewiththe Sindh PublicProcurementRules2010issuedthereunder (“**SPPRA**”)whichcanbefoundat [www.pprasindh.gov.pk.F](http://www.pprasindh.gov.pk/)orthepurposesofthisdocument, theanyreferencetotheterm“**Act**”shallmeanareferencetotheSindhPublicProcurementAct

2009andanyreferencetotheRulesshallmeanareferencetotheSindhPublicProcurement

Rules 2010 (Amended-2013).

GOVERNMENTOFSINDH



DIRECTORATE OF HUMAN RIGHTS

Karachi dated the, 2017

**1. INVITATIONFOR 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 office .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 maybe

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%***ofOne 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 [SPPRARule37(2)].The bids along with an Earnest Money ,Tender Forms ,Affidavits and all required Documents as mentioned in Bidding Documents must be delivered at House No 14 Block 7/8, KMCHS Society, Shahrah-e-Faisal, Karachi on or before***1300 hrs*** by ***Thursday,25thMay,2017***.The Technical Bids will be public opened in the office of Director Human Rights at House No 14 Block 7/8, KMCHS Society, Shahrah-e-Faisal, Karachi, Directorate of Human RightsDepartmentGovtofSindh,Karachi,at***1400 hrs*** on the same day.

QueriesoftheBidders(ifany)forseeking clarificationsregarding therequirementsmustbe receivedinwritingtothePrimary ContractnolaterthanFive(05)workingdayspriortothe deadlineforthesubmissionofBids.Any QueryreceivedafterTen(10)workingdaysshallnot entertained. All queries shallberesponded to within due time.

Thebiddermustsubmitbidsonthebasisofcompletefulfillmentofrequirements.Failureto meetthiscondition will causedisqualificationofthebidder.Thebiddershallsubmit bidswhich comply withtheBiddingDocument.Alternativebidswillnotbeconsidered.Theattentionof bidderisdrawntotheprovisionsofclauseon “***DeterminationofResponsivenessofBid*** “regardingtherejectionofbids,whicharenotsubstantiallyresponsivetotherequirementoftheBidding Documents.

ThePrimary Contact&Secondary Contactforallcorrespondenceinrelationtothisbidisas follows:

Biddersarealsorequiredtostate,in theirproposals,thename,title,faxnumberande-mail addressofthebidder’sauthorizedrepresentative throughwhomallcommunicationsshallbe directed until theprocesshas been completed or terminated.

The Human Rights Departmentwillnotberesponsibleforanycostsorexpensesincurredby biddersin connection with thepreparation ordeliveryof bids.

AsAuthoritycompetenttoaccepttheTender,theHuman RightsDepartmentreservestherightto cancel theTender, acceptor reject one or allBids withoutassigning anyreason thereof.

Failuretoproviderequiredpremiseswithinthespecifiedtimeperiodwillinvokepenalty as specifiedinthisdocument.Inadditiontothat,Security Depositamountwillbeforfeitedandthe bidderwillnot be allowed to participatein futureTenders aswell.

**ANNEXURE-A:**

**FORMATFOR COVERING LETTER:**

To

The Director,

Directorate of Human Rights Department, Government of Sindh,

House No 14 Block 7/8, KMCHS Society,

Shahrah-e-Faisal,

**Karachi.**

**Subject: ACQUIRINGOFOFFICE PREMISESON RENTAL BASISFOR DIRECTORATE OF HUMAN RIGHTSGOVERNMENTOFSINDH**

***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 ,inconformity with the said document(s),offerto provide the said premisesontermsofreference tobe singed upon the award of contract forthe sum indicatedas per financial bid.

I/ We undertake,if our proposalisaccepted, toprovide therequiredOfficePremisescomprise in thecontractwithintime framespecified,starting fromthedateof receipt ofnotificationof award from theDepartment.

I/WeagreetoabidebythisproposalfortheperiodofNinety days(asperrequirementofthe project)fromthedateofbidopeninganditshallremainbindinguponusandmaybeacceptedat anytime beforethe expiration ofthat period.

I/Weagreetoexecuteacontractintheformtobecommunicatedby the Human RightsDepartment, incorporatingallagreementswithsuchalternationsoradditions theretoasmay benecessaryto adapt such agreement to the circumstances of thestandard.

Unlessanduntila formalLease Agreementispreparedandexecutedthisproposaltogetherwith yourwritten acceptancethereof shallconstitute abindingLeaseAgreement.

I/Weunderstandthatyouarenotboundtoacceptalowestoranybidyoumayreceive,notto giveany reasonforrejectionofany bidandthatyouwillnotdefrayanyexpensesincurred by us in bidding.

I/Wewouldliketoclearly statethatI/Wequalify forthisprojectasmeetsallthePre-Factor criteriaindicated onyourTender documents. Thedetails areas attached:-

**Authorized Signatures with Official Seal**

**TERMS &CONDITIONSOF THETENDER:**

**3. DEFINITIONS:**

**3.1** In this document, unlessthereis anythingrepugnant in the subject or context:

**3.2** “ProcuringAgency”meansthe Director Human RightsGovernmentofSindhorany otherperson/entity for thetimebeingorfromtimetotimeduly appointedin writingby the Human RightsDepartmentGovernmentofSindhtoactasProcuring Agencyfor thepurposeof the contract.

**3.3** “Confirmation” meansconfirmation in writing.

**3.4** “Contractor/Bidder/Tenderer”meansanentity/company/organizationthatisa registeredbidderwiththeHuman RightsDepartmentandhassubmitteditsBidasper the criteria/ specifications listed.

**3.5** “Contractor”meansany entityorpersonthatmay provideorprovidestheservices to anyof thepublicsector organization under thecontract.

**3.6** “Contract”meansthecontractproposedtobeenteredintobetweentheHuman Rights DepartmentGovernmentof Sindhandthe Bidder,includingallattachments, appendices,and alldocuments incorporated byreferencetherein.

**3.7** “ContractPrice”meansthepricepayabletotheContractorundertheContractfor the fulland proper performanceof its contractualobligations.

**3.8** “CalendarDays”meansdays includingallholidays.

**3.9** “Fraudulent and Corruptpractices”willhavethesame bearingand meaningasare definedinGeneralProvisionPart-I,inthe Sindh Public ProcurementRegulatory Rules-2010 (Amended-2013).

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

**3.11** “InWriting”meanscommunicatedinwrittenforme.g.bymail,e-mailorfax, delivered with proofof receipt.

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

Institutionand organization, etc havinglegalcapacity.

**3.13** “Personnel”meansprofessionalsandsupportstaffprovidedbythebidderthatare

Assigned to perform theTask or anypart thereof.

**3.14** “ProcurementMethods”meansanyoneoftheprocurementmodes/methodsas providedintheSindhProcurementRules-2010(Amended-2013)publishedbythe Sindh PublicProcurement RegulatoryAuthority(SPPRA), Government of Sindh.

**3.15** “Proposal” meansthe Financial Proposal for the provision of the officespacesubmitted byaBidder in response to RFP.

**3.16** “Substantially Responsive Bid”, means the Bid that contains no material differencesorDeviationsfromorreservationsto,the terms,conditionsand Specificationsgiven in the BiddingDocuments.

**3.17** “RFP”meansRequestforProposals,includinganyamendmentsthatmaybe made by the Human Rights Department Government of Sindh for the selection of bidder.

**3.18** “SBD”means StandardBidding Documents.

**4. HEADINGSAND TITLES:**

Inthisdocument,headingsandtitlesshallnotbeconstruedtobe partthereof orbe takeninto considerationintheinterpretationofthedocumentandwordsimporting thesingularonly shall also include theplural and vice versawherethe context so requires.

**5. NOTICE:**

**5.1** Inthisdocument,unlessotherwisespecified,whereverprovisionismadefor exchangingnotice,certificate,order,consent,approvalorinstructionsamongst the Contractor, theHuman RightsDepartment and theBidder, thesame shallbe**:**

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

**5.1.2** issued within reasonabletime**;**

**5.1.3** servedbysendingthesamebycourierorregisteredposttotheirprincipaloffice in Pakistan or such otheraddress as theyshallnotifyforthe purpose**;**and

**5.1.4** Thewords“notify”,“order”,“consent”,“approve”,“instruct”,shallbeconstrued

accordingly.

**6. TENDER SCOPE:**

Human RightsDepartment,GovernmentofSindh,(hereinafter referredtoas“theProcuring Agency”) invitesSealedProposals (hereinafterreferredtoas“theTender”)frominterestedowners,their representativeshaving suitablepremisesforacquiring premisesonrentalbasisforitsDirectorate.

**7. TENDER ELIGIBILITY:**

All thebidders dulyincorporatedand based in Pakistan Governed byrules, laws and statues of

Government of Pakistanand Government of Sindh shallbe eligible.

**8. TENDER COST:**

TheBiddershallbearallcosts/expensesassociatedwiththepreparationandsubmissionof the Tenderand the Human RightsDepartment,Government of Sindh shallinno caseberesponsible / liable forthe anycosts/expenses.

**9. EXAMINATION OFTHETENDER DOCUMENT:**

TheBidderisexpectedtoexaminetheTenderDocument,includingallinstructionsandterms&

conditions.

**10. CLARIFICATION OF THETENDER DOCUMENT:**

TheBiddermayrequirefurtherinformationorclarificationoftheTenderDocument,within10- workingdays of issuanceof Tender inwriting.

**11. AMENDMENT OFTHETENDER DOCUMENT:**

**11.1** TheHuman RightsDepartmentmay,atanytimepriortothedeadlineforsubmissionof theBid,atitsowninitiativeorinresponsetoaclarificationrequestedby the Bidder(s),amendtheTenderDocument,onany account,forany reason.All amendment(s)shallbepart ofthe Tender Document and bindingon theBidder(s).

**11.2** The Human RightsDepartment shall notify the amendment(s) inwritingtothe prospectiveBidders.

**11.3** The Human RightsDepartment may, atitsexclusivediscretion, amendtheTender Documenttoextendthedeadline forthesubmissionoftheTender,inwhich case allrightsandobligationsoftheDepartmentandtheBidderspreviously subjectto the deadlineshallthereafterbesubject to the deadline as extended.

**12. TENDER PRICE:**

The quotedpriceshall bebest/final/fixedinPAKRupeesinclusiveofalltaxes,duties,levies, insuranceetc.Ifnotspecifically mentionedintheTender(s),itshallbepresumedthatthequoted price isasperthe above requirementsandvaliduntilcompletionofall obligationsunderthe Contract i.e. not subject to variation/ escalation.

**13. EARNEST MONEY:**

**13.1** TheBidder shallfurnishthe Earnest Moneyas under:

**13.2** As part ofFinancialBidEnvelope, failingwhichwillcauserejection ofBid.

**13.2.1** Forasumequivalentto01%oftotalsumofoneyear’srentdemandedforthe

premises offered;

**13.2.2** Denominated in PAKRupees.

**13.2.3** Haveaminimumvalidityperiodofninetydaysfromthelastdateofsubmission of theTender;

**13.3** TheproceedsoftheEarnestMoneyshallbepayabletotheProcuringAgency,on the occurrenceof any/allof thefollowing conditions:-

**13.3.1** IftheBidderwithdrawstheTenderduringtheperiodoftheTendervalidity specified bytheBidderon the Tenderform;or

**13.3.2** Ifthe Bidder does not accepted thecorrection of his total bid price; or

**13.3.3** If the Bidder, having being notified of the acceptance of the tender by the procuringagencyduring the period ofthe tender validity.

**14. TENDER VALIDITY:**

Thetendershallhaveaminimumvalidity periodofninety(90)daysfromthelastdatefor submissionoftender.TheHuman RightsDepartmentmaysolicitthebidder’sconsenttoanextension ofthevalidityperiodofthetender.Therequestandtheresponsetheretoshallbemadein writing.Ifthebidderagreestoextensionofvalidityperiodofthetender,thevalidityperiodof theEarnestMoney shallalsobesuitablyextended.Thebiddermayrefuseextensionofvalidity period oftender, without forfeitingthe Earnest Money.

**15. WITHDRAWAL OFTHETENDER:**

**15.1** Thebiddermay,byreturnnoticeservedontheProcuringAgencytomodifyor withdraw the tender after submissionof the tender, prior tothe deadline for submission of thetender.

**15.2** Thetender,withdrawnafterthedeadlineforsubmissionforBidsandpriortothe expirationof the periodof the tender validity,shallresultinfor forfeiture of the Earnest Money.

**16. OPENINGOFTHETENDER:**

**16.1** Tendershallbeopened,atthegivenplace,timeanddate,inpresenceofthe bidderforwhichtheyshallensuretheirpresencewithout furtherintimation.

**16.2** Thebidder’sname,modification,withdrawal,security,attendanceofthebidders andsuchotherdetailsasthe Human RightsDepartmentmay,atitsexclusive discretion, consider appropriate, shallbeannouncedand recorded.

**16.3** Nobidderoritsrepresentativewillbeallowedtokeepanydigitaldevice(i.e. camera,audiorecorder,cellphoneetc)during tenderopening atgiventimeand location. ***Non compliancewill causetherejectionof respectivebidder***.

**17. CLARIFICATION OF THETENDER:**

The Human Rights Departmentshallhave theright,atitsexclusive discretion,torequire,inwriting, furtherinformationclarificationofthetenderormayrequiredsupportingDocumentsfromany oralltheBidder(s).Nochangeintheprice orsubstance oftheBidshallbe sought,offeredor permittedacceptasrequiredtoconfirmedthecorrectionof arithmeticalerrorsdiscoveredinthe Bid. Acceptanceofanysuch correction sold discretion ofthe FinanceDepartment.

**18. DETERMINATION OFRESPONSIVENESSOFTHEBID:**

The Human RightsDepartmentshalldetermine thesubstantialresponsivenessoftheTendertothe Tender Document,priortothe Tender EvaluationCriteria,onthe basisof the contentsof the Tender itselfwithoutrecourseto extrinsic evidence. A substantiallyresponsive Bid is onewhich:

**18.1.1**meetstherateand limit of liquidated damages**;**

**18.1.2**offersfixed pricequotations as mentioned vide ***Annexure-C*;**

**18.1.3**isaccompaniedbytherequiredTenderEarnestMoneyasapartofFinancialBid envelope;

**18.1.4**is otherwise complete and generallyin order;

**18.1.5**conformstoalltermsandconditionsoftheTenderDocument,withoutmaterial deviation or reservation;

**18.2** Amaterialdeviationorreservationisonewhichaffectsthescopeorlimitsthe

Human RightsDepartment’s rights or theBidder’s obligations under the contract.

**18.3** TheTenderdeterminedasnotsubstantiallyresponsiveshallnotsubsequentlybe maderesponsiveby theBidderbycorrectionorwithdrawalofthematerial deviationorreservation.However,theHuman RightsDepartmentmaywaiveoff any minor non-conformity or inconsistency or informality or irregularity in the Tender.

**19. CORRECTION OFERRORS/AMENDMENT OFTENDER:**

TheTender shallbe checked for anyarithmeticerrors which shallberectified, as follows:

Ifthereisadiscrepancy betweentheamountinfiguresandtheamountinwordsforthetotalBid Price enteredintheTenderForm,theamountwhichtallieswiththetotalBidPrice enteredinthe PriceSchedule,shallgovern.Ifthereisadiscrepancyintheunitrateandthetotalpriceentered inthepriceschedule,resultingfromincorrectmultiplicationoftheunitrateby thequantity,the unitrateasquotedshall governandthetotalpriceshallbecorrected,unlessthereisanobvious andgrossmisplacementof thedecimalpointinthe unitrate, inwhichcasethe totalpriceas quotedshallgovernandtheunitrateshallbecorrected.Ifthereisadiscrepancyintheactual sumoftheitemizedtotalpricesandthetotalBidpricequotedinthepriceschedule,theactual sumoftheitemizedtotalpricesshallgovern.The Bidpriceasdeterminedafterarithmetic correctionshallbetermedasthecorrectedBidpricewhichshallbebinding uponthebidder. Adjustmentshallbe basedoncorrectedBidPrice.The pricedeterminedafter makingsuch adjustmentsshallbetermedasevaluatedtotalBidprice.ThebiddershallratetheBidpricefor thepayment terms outlinedin theconditions ofcontract which will beconsidered forthe evaluationofthetender.Thebiddermaystatealternatepaymenttermsandindicatethereduction intheBidprice offeredfor suchalternative paymentterms.The Human Rights Departmentmay consider the alterativepayment terms offered bythebidder.



**20. REJECTION OFTHETENDER:**

**20.1** TheHuman RightsDepartmentshallhavetheright,atitsexclusivediscretion,toaccept aTenderorrejectany orallTender(s),cancel/annultheTenderingprocessatany time prior to the award of Contract, without assigning any reason or any obligationtoinformtheBidderofthegroundsfortheHuman RightsDepartment’s action,andwithouttherebyincurringanyliabilitytotheBidderandthedecision of theProcuringAgencyshallbefinal.

**20.2** TheTender shallberejected ifitis:

**20.2.1** Substantiallynon-responsive; or

**20.2.2** Submittedinotherthanprescribedforms,annexes,schedules,charts,drawings, documents byother thanspecified mode; or

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

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

**20.2.5** Thebidders submits morethan onetenders; or

**20.2.6** Thebidderrefuses to accept the corrected total bidprice; or

**20.2.7** Thebidderhasconflict of interest with the ProcuringAgency; or

**20.2.8** Thebidders tries to influencetheBid evaluation/Contract award; or

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

Contract award.

**20.3** Thereisanydiscrepancybetweenbiddingdocumentsandbidder’sproposali.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

20.4 TheBiddersubmitsanyfinancialconditionsaspartofitsbidwhichisnotin conformitywith tender document.

**21. ACCEPTANCE LETTER (LETTER OFINTENT):**

The Human RightsDepartmentshall,sendtheAcceptance letter (Letter ofIntent)tothesuccessful Bidder,priortotheexpiry ofthevalidity periodoftheTender,whichshallconstituteaLease Agreement, until execution ofthe formalLeaseAgreement. TheProcuring Agencywillpromptly notifyeach unsuccessfulBidder&willDischargeits Earnest Money.

**22. STAMPDUTY:**

Owner/SuccessfulBidderwillbeliabletopay stampduty (asapplicableunderStampAct1989) duly stampedontheContractAgreementandassessmentwhichmay beleviedinrespectofthe demised Premises.

**23. DISCUSSION PRIORTO EVALUATION:**

Ifrequired,priortoevaluationoftheBid,Human RightsDepartment,GovernmentofSindhmay, within6-7daysofreceiptoftheBidcalluponany oftheBidder(s)todiscussortoaskfor clarification about anythingcontained in the BiddingDocument.

**24. AWARDOFCONTRACT:**

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

SubjecttoITBSection(b),Human RightsDepartment,GovernmentofSindhwillawardtheContract tothesuccessfulBidder,whosebidhasbeendeterminedtobesubstantially responsiveandhas beendeterminedtobe the lowestevaluatedbid,providedtheinformationgivenintheBidding Documentisongroundverifiedby theProcurementCommitteeofthe Human RightsDepartment, Government of Sindh.

***(b) HUMAN RIGHTS DEPARTMENT’SRIGHTTOACCEPTANYBID ANDTOREJECTANYORALLBIDS:***

Human RightsDepartment,GovernmentofSindhannulstheBiddingProcessandrejectsallBid(s)at anytime prior to Contract award, without therebyincurringanyliabilitytothe Bidder(s).

**25. SIGNINGOF CONTRACT:**

Within 05-DaysfromthedateofNotificationoftheawardthesuccessfulbiddershallfurnishto Human Department,GovernmentofSindhparticularsasmay beaskedby the Human Department.

**TERMS &CONDITIONS OFTHELEASEAGREEMENTFOR ACQUIRINGOF OFFICE PREMISES ONRENTALBASIS**

Between

Directorate of Human Rights,Government of Sindh

And

(Name of the Firm)

Datedthe:

**I-CONDITIONSOFLEASEAGREEMENT**

**26. LAW GOVERNINGCONTRACT:**

ThisContract,itsmeaningandinterpretation,andtherelationbetweenthePartiesshallbe governed bythe laws oftheIslamicRepublicof Pakistan.

**27. NOTICE:**

Any Notice,RequestorConsentrequiredorpermittedtobegivenormadepursuanttothis Contractshallbeinwriting.AnysuchNotice,Request,orConsentshallbedeemedtohavebeen given ormadewhen deliveredinPersontoanauthorizedrepresentativeofthePartytowhomthe communicationisaddressed,orwhensenttosuchParty attheaddressspecifiedintheBidding Document.

Aparty maychangeitsaddressforNoticehereunderbygivingtheotherPartyNoticeinwriting of such changeto the address specified in theBiddingDocument.

**28. AUTHORIZED REPRESENTATIVE:**

Any actionrequired orpermittedtobetaken,andmay documentrequiredorpermittedtobe executedunderthiscontractbytheHuman RightsDepartment,GovernmentofSindhortheBidder maybetaken orexecuted bythe officials.

**29. TAXESAND DUTIES:**

TheLessorshallpay suchDirectorIndirectTaxes,Duties,Feesandotherimpositionslevied undertheApplicableLawasspecifiedintheBidding Document,theamountofwhichisdeemed to havebeen included inthe Contract Price.

**30. EFFECTIVENESSOFCONTRACT:**

This Contract shall comeinto effect on thedate theContract is signed byboth Parties. Thedate the Contract comes into effect is defined as the EffectiveDate.

**31. EXPIRATION OFCONTRACT:**

Unless terminated earlierpursuant toLeaseAgreement, thisContract shall expire at the end of such time period after theEffectiveDateas specified in theLeaseAgreement.

**32. MODIFICATIONSOR VARIATIONS:**

Any modificationorvariationofthetermsandconditionsofthiscontract,includingany modificationor variationofthescopeoftheServices,may only bemadeby writtenagreement betweentheParties.However,eachParty shallgivedueconsiderationtoany proposalsfor modification or variation made by the other party.

**33. FORCE MAJEURE:**

Thefailure onthepartofthepartiestoperformtheirobligationsunderthecontractwillbe considereda defaultif suchfailureistheresultofnatural calamities, disastersandcircumstances beyond the control of theparties.

**34. NO BREACH OFCONTRACT:**

ThefailureofaPartytofulfillanyofitsobligationsunderthecontractshallnotbeconsideredto beabreachof,ordefaultunder,thiscontractinsofarassuchinabilityarisesfromaneventof forcemajeure, provided that thepartyaffected bysuch an event

(a)Hastakenallreasonableprecautions,duecareandreasonablealternativemeasuresin order to carryout theterms and conditions of this Contract.

(b)Has informed theother Partyas soon as possible about theoccurrenceof such an event.

**35. EXTENSION OFTIME:**

Any periodwithinwhichaParty shall,pursuanttothisContract,completeanyactionortask, shallbeextendedforaperiodequaltothetimeduring whichsuchParty wasunabletoperform such action as aresultofForceMajeure.

**36. TERMINATION OFCONTRACTBY LESSOR/LESSEE:**

***(a)GOODFAITH:***

Thepartiesundertaketoactingoodfaithwithrespecttoeachother’srightsunderthisContract

and to adopt allreasonable measures to ensuretherealization ofthe objectives of this Contract.

**37. SETTLEMENT OFDISPUTES:**

***(a)AMICABLE SETTLEMENT:***

Thepartiesagreethattheavoidanceorearly resolutionofdisputesiscrucialforasmooth executionofthecontractandthesuccessoftheassignment.ThePartiesshallusetheirbest effortstosettleamicably alldisputesarising outoforinconnectionwiththisContractorits interpretation.

***(b)ARBITRATION:***

Ifthe Directorate of Human Rights, Government of SindhandtheBidderfailtoamicably settleany disputearisingoutoforinconnectionwiththeContractwithinTen(10)daysof commencementofsuchinformalnegotiations,thedisputeshallbe referredtoarbitrationof two arbitrators,onetobeappointedby eachparty,inaccordancewiththeArbitrationAct,1940. Venue of Arbitration shall be Karachi, Pakistan and Proceedings of arbitration shall be conducted in English.

**II-LEASEAGREEMENT**

This **AGREEMENT OF LEASE** is made at on this day of 2017**.**

**BETWEEN**

Mr.S/o**,** Muslim, adult holding CNICNo., resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(OR through his Special Power of Attorney Mr./ Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_S/o. Holding CNIC No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at , (hereinafter referred to as“ the LESSOR”,whichexpressionshallincludeitssuccessorsininterest,nominees,representatives and assigns) of the **One Part.**

**AND**

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

Having their office located at House No 14 Block 7/8, KMCHS Society, Shahrah-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”andthe“Lessee”shallhereinafteralsobeindividuallyreferredtoasa“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

RoadinthecityofKarachimorespecificallydescribedinthescheduleattached hereto and shown as per SITE PLAN ATTACHED and forming an integral part of the Agreement.

**ANDWHEREAS** 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 there on ford is charging its business upon terms and conditions appearing hereinafter.

**LESSOR: LESSEE:**

**NOWTHEREFORE,**inconsiderationofthemutualpromisesandcovenantscontainedherein, the Parties herebyagreeas follows:

 InpursuanceofthesaidAgreementandinconsiderationoftherentherebyreservedand ofthecovenants,conditionsandstipulationshereby agreedandcontainedhereinandon theLessee’sparttobepaid,observedandperformed,THELESSORhereby DEMISE UNTO THE LESSEE ALL THAT the demised premises TOGETHER WITH ALL rightsandprivilegesheretobelonging orheldorenjoyedtherewith,includingtheuseand enjoymentinconjunctionofallfacilitieshereinafter referredatthecostoftheLessorand has handed over thevacant possession ofthe demised premises situated at\_\_\_\_\_\_\_\_\_\_\_\_

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

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

2016.

**TERM.**Theterm of theLeaseAgreement shall commencewith effect from dayof

2015(theeffectivedate)andshallinitiallycontinuetoremainvalidfor11 months(the“Term”).Aftertheexpiry oftheTermtheLeaseAgreementshallbedeemed to have extended till dayof2020unlessspecificallyterminated byeitherpartybygivingOnemonthadvancenoticeinwriting.Thereafter,theParties may mutuallyagreeinwritingtorenewtheLeaseoftheDemisedPremisesforany such furtherperiodanduponsuchtermsandconditionsasmaybemutuallyagreeduponby the Parties.

 **CONSIDERATION.**TheconsiderationoftherentoftheDemisedPremisesshallbe Rs. per month which includes or excludes asum of Rs. per monthin respect of Maintenancecharges for theBuilding.An amountofRs.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,whichisthe Three(03)monthsAdvancerent& servicecharges againstthefirst11monthsoftheTerm,shallbepaidby thelesseewithinThreeweeksof the execution ofthisLeaseAgreement (the “AdvancePayment”).

 TheIncomeTaxDeductionCertificatestobeissuedby theofficeofAccountantGeneral, Sindhinrespectof theamountdeducted onaccountof WHT atthe time of making paymentofrentas perprovisionsoftheprecedingpara.The lessee (Human Rights Department Govt.of Sindh)shallalsoissue certificateoneachoccasiononitsletter headconfirming the deduction and the deposit of WHTin the account of FBR.

**ANNUALINCREASE.**ThemonthlyrentshallnotbeenhancedUptothree(03)Years.

Incase,iftheLeaseAgreementisextendedwithmutualconsent,rentshallbeenhanced as per provisions of Sindh Rented Premises Ordinance1979.

**LESSOR: LESSEE:**

* **SECURITYDEPOSIT.**T hesecuritydepositshallbeequivalenttoThree (03) months’

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

.TheLessoris,hereby,authorizedbythelesseetoretainthesecuritydepositof

Rs.Stated in paratitled as

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | | **“Consideration”.**TheSecurityDepositshallberetainedbytheLessorfortheentire Termand/orattheearlyexpiry ofthisAgreement.Thiswillbereturnedtothelesseeby theLessorinatimely manner afteradjustmentofdues,ifany,andclearanceof outstandingbillsforelectricity&telephoneetcagainstthedemisedpremisesatthetime ofthevacanthanding overofthePremises by thelesseetotheLessorpursuanttothe Lease Agreement or upon termination of this Agreement in accordance with the provisions hereofand in themanner described hereinabove. | |
|  | | **TERMINATION.**IntheeventthattheLesseedesirestovacatethePremisesatany time | |
|  | | priortotheexpirationoftheTerm,thenitshallgiveapriorwrittennoticeofsuch | |
|  | | intentiontotheLessorofatleast30days.IntheeventthattheLessorreceivesany notice | |
|  | | fromtheLesseepursuanttothisClauseoftheLessee’sintentiontovacatethePremises, | |
|  | | then,theLessorshall,onorpriortotheeffectivedateofsuchnotice,returntotheLessee | |
|  | | fortheunexpiredperiodoftheTermandtheSecurityDepositwithoutanydeductions | |
|  | | 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 | |
|  | | demisedpremisestoLessor.Anydamagetothepropertyduringdismantling/removing | |
|  | | willbegot properlyrepaired bythe lessee. | |
|  | | OnterminationofthisAgreementunderthisClause,theLessorshallimmediatelyrefund totheLesseetheAdvancePaymentfortheunexpiredportionoftheTermandthe | |
|  | | SecurityDeposit,afteradjustingtheduesifanyandclearanceofoutstandingbillsfor | |
|  | | electricity, telephoneetcagainstthe demised premises and payable bythelessee. | |
|  | | AnyadditionalelectricsupplyrequiredbytheLesseemaybeinstalledbytheLessor | |
|  | | subjecttoavailabilityofloadatthesolecostoftheLessee(estimatedcostwouldbe | |
|  | | payableinadvance),providedthattheadditionalloadisavailablefromK.Electricorany | |
|  | | utilityagencyandtheLessor shallbesatisfied that thesamewillnot causeanydamageor | |
|  | | injuryto theBuildingorDemised Premises. | |

|  |  |  |
| --- | --- | --- |
| **2.** |  | TheLessorshallnotberesponsibletotheLesseeforanypowerfluctuation,breakdown |
|  |  | orshutdownduetoanyreasonwhatsoever,norforanydamage,lossorconsequence |
|  |  | resultingtherefrom.However,incaseofanydisruptionofElectricity,GasorWaterby |
|  |  | theconcernedauthority/company,theLessorshallmakebestendeavorsforthetimely |
|  |  | rectification. |
| **3.** |  | TheLessorshallbeattheirowncosttohavevigilantsecurityguardsattheDemised |
|  |  | Premises to safeguard. |

**LESSOR: LESSEE:**

**4.** Thatitisclearlyunderstoodandagreedthatallthetermsandconditionslaiddowninthe Agreementshallbebindingequally upontheLessorandLesseeaswellasontheirheirs, successorsand legalrepresentatives.

**5.** ThattheLesseeshallpermittheLessorand/ortheLessor'srepresentativesandagentsto inspecttheDemisedPremisesupontheLessorgiving totheLesseeatleasttwo(2)days priorintimationin writing andshallpermittheLessorand/ortheLessor'srepresentatives **or**agentstocarry outany repairs,alterations,improvementsinortothe Demised Premises.

**6.** ThattheLessorshallpayalltaxes,ceases,chargesandleviesthatareimposedinrespect oftheDemisedPremiseswheneverand by whomsoeverlevied,includingwithout limitationpropertytax,butexcludingserviceschargesandchargesasdefinedinclause

11 of this Agreement and shall keep the Lessee indemnified in respect of such impositionsatalltimes.However,theProfessionalTaxand/orany othertaxespertaining to theLessee’s business shallbepayable bytheLessee.

**7.** Thatthelesseeshallmaintainthedemisedpremises,entirefurniture,fixturesandfittings intheconditionthatthe samewaslettoit,exceptingnormalwear&tearandshallnot makeany alterationin thedemisedpremises,exceptwiththepriorpermissionofthe Lessor.The lessee, hereby, also under-takes to get the replacement of anydamaged portionand/orany repairworkofthepremises,asmentionedinthestatementannexed with this Agreement, at its own cost beforethe termination oftheLeaseAgreement.

**8.** Thatthelesseeshallnotdemandany constructionrenovationexpensesorany chargesfor fittings and fixtures fromtheLessor at thetime oftermination ofthis Agreement.

**9**. That the Lesseeshall promptlytimelypayall utilitybills and water, sewerageand conservancy chargesrelatingtothetimeperiodcomprisingtheTerminrespectofthe Demised Premisesandshallprovide apaidcopyof suchbillstotheLessorasandwhen demanded bytheLessor.

**10.** TheLesseeshallnotusetheDemisedPremisesforanyunlawfulorpoliticalpurposeand shallnotpermittobedoneany actorthing, orpermitthesametobeusedforthepurpose ofholdingpublicorpoliticalgatheringsoremployeesunionmeetings,andnottopermit or allow anyone, other than the securitypersonnelto sleep in theDemised Premises.

**11.** TheLesseemayinstallanysignboard,nameplate,logo,emblemand/orinsigniaonthe DemisedPremisesofareasonablesize.Howevernosignboardsshallbeinstalledby the Lesseeon theexterior ofthe building.

**LESSOR: LESSEE:**

**12.** Thatthedemisedpremises,itsstructure,fixture,fittings,glassesareproperlyinsured fromanyreputableinsurancecompanyanditwillbethesoleresponsibility oftheLessor, while insurance of the lessee’s equipment and furniture & fixture will be the responsibilityof lessee.

**13.** If the Demised Premises or any part thereof, during the occupation of the Lessee, damagedanddestroyed,duetostructuraldefectsorbyany naturaldisasterlike earthquake,stormor flood,actsof God,disturbances,civilunrest,riotor war (“force majeure”)theLessorwillrepairitatitsowncostandexpenseimmediatelyuponreceipt of anoticeto this effect.

**14.** TheLesseeshallnotsubletorpartwiththepossessionoftheDemisedPremisesoranypart thereof,orinany mannerassigntheLesseerightsandobligationsunderthisLeasewithout the prior consent in writingof theLessor which consent shall not be unreasonablywithheld.

**15.** TheLesseeshallabidebytheLessor’sreasonablerules,asadvisedtotheLesseeinwriting fromtimetotime,relating tothemaintenanceintheDemisedPremisesandthebuilding providedthattheserulesshallinnoway impairtheLesseerightoffulluseoftheDemised Premises.

**16.** TheLessor hereby covenantswiththeLesseethattheLesseepaying therentandperforming theirobligationshereundershallpeacefullyenjoy theDemisedPremiseswithoutany interruptionfromtheLessororany personclaimingunderorintrustforthemorby any authorities.

**17.** Anyfailure bytheLessororthelesseetoinsistuponthestrictperformanceofanycovenant inthisLeaseshallnotbe consideredasawaiverof the concernedparty’srighttoenforce strict performancethereof.

**18.** TheLesseeisauthorizedtoputCabins,Partitionsetc.ofwoodorsyntheticmaterialwithout causing anydamages tothe Floors orthe Four Walls of thePremises.

**19.** ThelesseeundertakestogetthisDeedofLeaseexecutedandregisteredwiththeappropriate authorities, andthecostincidentaltothe preparationof theLease induplicate andthestamp duty andregistrationfeeforthedeedofLeaseandcounterpartshallbeborne/sharedand paidby theLessor.TheLessorshallextendallcooperationtothelesseeforregisteringthe Leaseand its renewal.

**20.** This Agreement shallbegoverned byand construed in accordancewith thelaws of Pakistan.

Theparties submitto thejurisdiction ofthe Courts in Karachi.

**LESSOR: LESSEE:**

**21.** AnynoticerequiredtobegivenunderthisLeaseAgreementshallbeinwritingandshallbe sufficientlyserved if addressed anddelivered byRegistered Post or first class courier service as follows or to such other address aseither Partymayhereinafternotifytothe other Partyin writing.TheNoticeshallbedeemedtohavebeenreceivedwhenactuallyreceivedby the recipient.

**22.** ThatonExpiryofLeaseAgreementperiod,TheLesseeshallhandovertotheLessorvacant possessionof therentedpremise initsoriginalconditioninwhichitwasletout,except normal wear and tear.

**LESSOR: LESSEE:**

**FullName, FullName, Designation**, **Designation**, **Complete Address, CompleteAddress,**

CNIC No…………… CNICNo……………………

**INWITNESSWHEREOF**,thepartiesheretohavehereundersettheirhandstheday andyearfirst abovewritten.

**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 2017

Signature

In the capacity of

(Bidder/Company/Nominated State Agent Seal)

Duly authorized to sign Bids for and on behalf of:

**ANNEXURE-C:**

**SCHEDULEOFREQUIREMENTS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.No** | **Description of Building** | **Bidder’s Remarks** | |
|  | | ***(Yes)*** | ***(No)*** |
| * **1.** | Requisite Office are a measures approximately 250 Square Yard to500 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 underStampAct1989)duly stamped on the contract agreement and assessment which may be levied in respect of the Demised Premises.

**2.** Foreachpropertyseparatepayorderhastobeenclosedaspertheamountmentionedinthe 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:***