

DIRECTORATE GENERAL CULTURE

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT,
GOVERNMENT OF SINDH



Block 76, Pak Secretariat Opp: M.P.A Hostel, Karachi,
Ph: (021) 99206073 –99206063 Fax: (021) 99206144
E-mail: dgculturesindh@yahoo.com

Karachi Dated 10th October, 2017

NOTICE INVITING TENDER

FOR ACQUIRING OFFICE ACCOMODATION ON RENTAL BASIS IN KARACHI

Directorate General Culture Sindh, Culture, Tourism & Antiquities Department, Government of Sindh requires office space on rental basis initially for period of one year, extendable with mutual consent, in the independent banglow (free from all encumbrances) for shifting its office. The requirements for premises area are as under:

S.No	Features	Requirement
1.	Preferred location	Clifton Karachi
2.	Space	Furnished Banglow / space with approx. covered area between 4,500 sq.ft to 10,000 sq.ft having 08 to 10 rooms, bathrooms, kitchen and guard room
3.	Parking Space	04 to 06 vehicles
4.	Preferable Amenities	Operational kitchen with gas, electricity, telephone, line water and availability of public transport in the vicinity

1. The Tender documents containing evaluation criteria and other relevant details may be collected, *free of cost*, from the date of publication to 30.10.2017 from the office of Director General Culture, Block 76-A, Pak-Secretariat, Opp. MPA Hostel Karachi during office hours.
2. The last date for submission of sealed bids is 31.10.2017 up to 2:00 p.m. in the office of Director General Culture which shall be opened at 3:00 p.m. on the same day in presence of bidders or their representatives, who wish to remain present before the committee.
3. Bidders shall quote their final prices both in figures and in words. Any cutting/overwriting and correction in the Tender Form will not be accepted.
4. Refundable Pay Order / Irrevocable Bank Guarantee (1% of total sum of one year's rent demanded for the premises offered) as Bid security in favor of Director General (Culture), Culture, Tourism & Antiquities Department is to be furnished with the tender form. Any tender not accompanied with earnest money or conditional tender will not be considered.
5. Rate quoted must be inclusive of all prevalent taxes.
6. The Procuring Agency reserves the right to reject any or all proposals at any time as per SPPRA Rules, 2010 amended in 2013.
7. In case the Government announces any public holiday, then the Tender will be submitted and opened on next working day.

Assistant Director (Admn)
Directorate General Culture Sindh



NO.SO(G) CT&AD/Tender/2017 / 774
GOVERNMENT OF SINDH
CULTURE, TOURISM &
ANTIQUITIES DEPARTMENT
Karachi, dated the 21th July, 2017

CORRIGENDUM

No.SO(G)/ACCOUNT/tende-Notif/2016-17: A committee is hereby constituted regarding the Procurement/Promotion of Cultural Activities in Sindh consisting on the following members for Current Financial Year 2016-17

- | | |
|--|----------|
| 1. Mr. Abdul Aleem Lashari
Director (Culture & Tourism),
Culture, Tourism & Antiquities Department. | Chairman |
| 2. Mrs. Fouzia Mursaleen,
Section Officer (Budget)
Culture, Tourism & Antiquities Department. | Member |
| 3. Mr. Muhammad Riaz,
Private Secretary,
Planning & Development Department. | Member |

TERMS OF REFERENCE:

- m) Preparing bidding documents.
- n) Preparing evolution report as provided in SPP Rules 45.
- o) Making recommendation for the award of contract to the competent authority
- p) Perform any other function ancillary and incidental to the above.

Secretary to Government of Sindh
Culture, Tourism & Antiquities Department

A copy is forwarded for information and necessary action to:-

- 1. The managing Director SPRA, Government of Sindh, Karachi.
- 2. The Chairman/ members of the Committee.
- 3. The PS to Minister Culture, Tourism & Antiquities Department Government of Sindh.
- 4. The PS to Secretary Culture, Tourism & Antiquities Department Government of Sindh.
- 5. P.A to Director General Culture, Government of Sindh, Karachi.
- 6. General Order File.

Fouzia
FOUZIA MURSALEEN
Drawing & Disbursing Officer
Culture, Tourism & Antiquities Department
Government of Sindh

Issued
DISPATCHED
2017
Culture, Tourism & Antiquities Department
Government of Sindh

Ashraf
(ASHRAF HUSSAIN ANSARI)
SECTION OFFICER (GENERAL)

JR
RIAZ AHMED MANSOURI
Private Secretary,
Planning & Development Department
Government of Sindh



GOVERNMENT OF SINDH 1894
CULTURE, TOURISM &
ANTIQUITIES DEPARTMENT

Karachi, dated the 8th August, 2017

NOTIFICATION

No.SO(B)/CT/Notif: In partial modification of this department's Notification of even number dated 21st July, 2017 and with the approval of competent Authority Culture, Tourism & Antiquities Department Government of Sindh. Rule-31(1)(2)(a)(b)&(c) of Sindh public Procurement Constitute "Redressal Committee" to address the grievances and settlements of disputes consisting on the following members:-

- | | |
|--|------------------|
| 1. Syed Shafi Mohammed Shah,
Special Secretary(Antiquities),
Culture, Tourism & Antiquities Department. | Chairman |
| 2. Mrs. Fouzia Mursaleen,
Section Officer (Budget)
Culture, Tourism & Antiquities Department. | Member |
| 3. Representative of AG Office/DAO ,
Office of Accountant General Sindh Karachi, | Member |
| 4. Mr. Ashraf Hussain Ansari ,
Section Officer (General),
Culture, Tourism & Antiquities Department. | Member |
| 5. Mr. Noor Ahmed Memon,
Sindhika Academy Karachi | Member/Secretary |

TERMS OF REFERENCE:

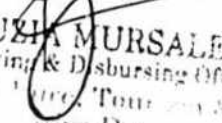
- Board as per procedure of SPRA Rule.
- Address the compliant of bidders.
- Prohibit or annual the process of procurement.
- Perform any other function ancillary and incidental related to complaints.

Secretary to Government of Sindh
Culture, Tourism & Antiquities Department

A copy is forwarded for information and necessary action to:-

- The Accountant General Sindh, Karachi.
- The Managing Directors SPRA, Government of Sindh.
- The PS to Secretary Culture, Tourism & Antiquities Department Government of Sindh.
- P.A to Director General Culture, Government of Sindh, Karachi.
- All Members of Committee.
- Notification File


(ASHRAF/HUSSAIN ANSARI)
SECTION OFFICER (General)


FOUZIA MURSALEEN
Drawing & Disbursing Officer
Culture, Tourism &
Antiquities Department
Government of Sindh

**DIRECTORATE GENERAL CULTURE
CULTURE, TOURISM & ANTIQUITIES DEPARTMENT
GOVERNMENT OF SINDH**

ANNUAL PROCUREMENT PLAN

S.No	Title of Procurement	Estimated Cost in Millions	Funds Allocated in Millions	Method	Source of Funding ADP/Non-ADP	Tentative / Actual date of NIT	Tentative / Actual Closing date of NIT	Timing of Procurement				Remarks
								1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	
1.	Hiring the office on monthly rent basis for Directorate General of Culture, Sindh	Rs.6.00 Million	Rs.6.00 Million	Single Stage-One Step Procedure	Non-ADP	10.10.2017	31.10.2017	✓	✓	✓	✓	



Assistant Director,
Directorate General Culture
Sindh

**CULTURE, TOURISM & ANTIQUITIES DEPARTMENT,
GOVERNMENT OF SINDH**



BIDDING DOCUMENT

Single Stage One Envelop Procedure

No. DG/CT&AD/Tender/20-6/2017/

Dated: _____

**FOR ACQUIRING OFFICE ACCOMODATION ON RENTAL BASIS IN
KARACHI FOR DIRECTORATE GENERAL CULTURE SINDH**

M/S _____

The deadline for bid submission is 31.10.2017 at 02:00 p.m.
and will be opened on same day at 3:00 p.m.

DIRECTORATE GENERAL CULTURE

CULTURE, TOURISM & ANTIQUITIES DEPARTMENT, GOVERNMENT OF SINDH

Block 76, Pak Secretariat Opp; M.P.A Hostel, Karachi, Ph: (021) 99206073 –99206063 Fax: (021) 99206144

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Karachi Dated 10th October, 2017

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5. Rate quoted must be inclusive of all prevalent taxes.
6. The Procuring Agency reserves the right to reject any or all proposals at any time as per SPPRA Rules, 2010 amended in 2013.
7. In case the Government announces any public holiday, then the Tender will be submitted and opened on next working day.

Assistant Director (Admn)
Directorate General Culture Sindh

2. INSTRUCTIONS TO BIDDER

2.1. Corresponding Address

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

DIRECTOR GENERAL CULTURE SINDH
Block 76-A, Pak-Secretariat,
Opp. MPA Hostel Karachi.
Tel: (021) 99206073 –99206063 Fax: (021) 99206144

2.2. Eligible Bidders

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan and Government of Sindh shall be eligible.
[SPPRA Rule 29]

2.3. Preparation of Bids

2.3.1 Bidding Process

This is the Single Stage - One Envelope Procedure; the bid shall comprise a Single package containing eligibility criteria (duly filled in all respect) and financial proposal. [SPPRA Rule 46(1-a & b)]

2.3.2 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid and Culture, Tourism and Antiquities Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3.3 Language of Bid

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and Culture, Tourism and Antiquities Department must be written in English. [SPPRA Rule 6 (1)]

2.3.4 Financial Proposal

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for Financial Proposal are available in Section [4].

2.3.5 Bid Currencies

All prices quoted must be in Pak Rupees.

2.3.6 Bid Security

The Culture, Tourism and Antiquities Department shall require the bidders to furnish the Earnest Money of 1% of one-year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the Culture, Tourism and Antiquities Department, which shall remain valid for a period of twenty-eight (28) days beyond the validity period for bids, in order to provide the

Culture, Tourism and Antiquities Department reasonable time to act, if the security is to be called. [SPPRA Rule 37(1)]

Bid Security should be attached with the bidding document.

Any Bid not accompanied by an acceptable Bid Security shall be rejected by the Culture, Tourism and Antiquities Department as non - responsive.

Bid security shall be released to the unsuccessful bidders once the contract will be signed with the successful bidder or the validity period has expired.
[SPPRA Rule 37(2)]

The bid security shall be forfeited:

- i. If a Bidder withdraws his bid during the period of its validity specified on the Bid Form;
or
- ii. In the case of a successful Bidder, if the Bidder fails to;
 - Sign the contract in accordance with ITB Section [2.6.4]; or
 - Does not abide by the terms of Contract Agreement.

2.3.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by Culture, Tourism and Antiquities Department [SPPRA Rule 38 (1)]

2.4 Submission of Bids

2.4.1 Sealing and Marking of Bids

This is the Single Stage - One Envelope Procedure; the bid shall comprise a single package containing **ELIGIBILITY CRITERIA** (duly filled in all respect) and **FINANCIAL PROPOSAL** [SPPRA Rule 46(1-a & b)]

2.4.2 Clarification of Bidding Documents

Interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and Culture, Tourism and Antiquities Department shall respond to such queries in writing with three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid.

[SPPRA Rule 23(1)]

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained bidding documents.

2.4.3 Withdrawal of Bids

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and / or by and authorized representative, and shall include a copy of the authorization. Provided that, written notice of withdrawal, shall be received by Culture, Tourism and Antiquities Department prior to the opening of bids.

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

2.4.4 Cancellation of Bidding Process

1. Culture, Tourism and Antiquities Department may cancel the bidding process at any time prior to the acceptance of bid or proposal; [SPPRA Rule 25(1)]
2. Culture, Tourism and Antiquities Department shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
3. Intimation of the cancellation of bidding process shall be given promptly to all bidders and bid security returned along with such intimation; [SPPRA Rule 25(3)]
4. Culture, Tourism and Antiquities Department shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds. [SPPRA Rule 25 (4)]

2.5 Opening and Evaluation of Bids

2.5.1 Opening of Bids by Culture, Tourism and Antiquities Department

The opening of bids shall be as per the procedure set down in Section 3.1 dealing with Bidding Process.

2.5.2 Clarification of Bids

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, Culture, Tourism and Antiquities Department may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43]

2.5.3 Eligibility Criteria

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

2.5.4 Eligibility Criteria

S.No	Features	Max Marks	Marking Criteria	Documents / Information to be enclosed
1.	Preferred location	40	Clifton Karachi	Site Plan
2.	Approach to the building	20	Easy Approach	Evidence
		10	Crowded Approach	
3.	Area	20	4,500 sq.ft to 10,000 sq.ft	Title document of the property
		10	Below 4,500 sq.ft	
4.	Parking Space	10	04 to 06 vehicles	Numbers
		0	Without parking	
5.	No. of Rooms	10	More than 08 rooms	Numbers
		0	Less than 08 rooms	
	Total Marks	100	Qualified / Dis-Qualified	

Note

1. Acquiring 75% marks (on information given by the bidder) will make a bidder qualify for visit of the property by the Sub-Committee constituted by the Procuring Agency.
2. Post qualification process will be adopted on least cost method.
3. Subsequently the property will be visited by the Procurement Committee for physical verification of the information given by the bidder. Location which meets the requirement of Culture, Tourism and Antiquities Department after due inspection as per the criteria given above will be considered as "Qualified Premises / Bid".
4. Attachment of relevant evidence in each of the above requisite is mandatory. In case of non-provision of evidence to any of the demand, no marks will be awarded.

2.5.5 Discussions Prior Evaluation

If required, prior to evaluation of the bid, Culture, Tourism and Antiquities Department may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

2.6 Award of Contract

2.6.1 Award Criteria

Subject to ITB Section [2.6.2], Culture, Tourism and Antiquities Department will award the contract to the successful Bidder, whose bid has been determined to be the substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Procurement Committee of the Culture, Tourism and Antiquities Department.

2.6.2 Culture, Tourism and Antiquities Department's Right to accept any Bid and to reject any or all Bids.

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

2.6.3 Notification of Award

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

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

Culture, Tourism and Antiquities Department will promptly notify each unsuccessful Bidder and will discharge his/her bid security.

2.6.4 Signing of Contract

Within 5 Days from the date of notification of the award, the successful bidder shall furnish to Culture, Tourism and Antiquities Department particulars as may be asked by the Culture, Tourism and Antiquities Department.

The Contract shall be signed by the parties at the Office of Director General Culture Sindh, Karachi, within 15 Days of award of contract.

2.6.5 General Conditions of Contract

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

2.6.6 Special Conditions of Contract (Same as General Condition of the Contract)

3. SCOPE OF WORK

Hiring of office for Directorate General Culture Sindh as per the locations given in the advertisement.

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

Address of the Banglow _____

Total Area (Square feet) _____ (Square yards) _____

NTN Number _____

Monthly Rent (Lump Sum) including all taxes _____

(In word Rupees _____

Total Cost of Contract for one year _____

(In words Rupees _____

NOTE

1. Owner will be liable to pay all municipal, government, non-government and other rates, taxes, stamp duty (as applicable under Stamp Act 1989) duly stamped on the contract agreement and assessment which may be levied in respect of the Demised Premises.

2. For each property separate pay order has to be enclosed as per the amount mentioned in the advertisement given in the newspaper.

3. Earnest money of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the Culture, Tourism & Antiquities Department is to be attached with Financial Proposal.

Signature & Stamp of the Bidder _____

Date _____

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

5.1 Conditions of Contract. As per clause 5

5.1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of the Islamic Republic of Pakistan.

5.1.3 Notice

- Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.

- A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

5.1.4 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Culture, Tourism & Antiquities Department or the Supplier may be taken or executed by the officials.

5.1.5 Taxes and Duties

The Lesser shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

5.1.6 Effectiveness of the Contract

This Contract shall come into effect on the date the Contract is signed by the both Parties. The date the Contract comes into effect is defined as the Effective Date.

5.1.7 Expiration of Contract

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

5.1.8 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposal for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure of the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

5.1.9.1 No Breach of Contract

The failure of a Party to fulfill any of its obligation under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precaution, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and (b) has informed the other Party as soon as possible about the occurrence of such an event.

5.1.9.2 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task shall be extended for a period equal to the during which such Party was unable to perform such action as a result of Force Majeure.

5.1.10 Termination of Contract by lesser/lessee. As per clause 5

5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measure to ensure the realization of objectives of this Contract.

5.1.12 Settlement of Disputes

5.1.12.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

5.1.12.2 Arbitration

If the Culture, Tourism & Antiquities Department and the Bidder / Party fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be Karachi, Pakistan and proceedings of arbitration shall be conducted In English.