

NO.SO(Admn-I)/12/(178)/2018 GOVERNMENT OF SINDH PLANNING &DEVELOPMENT DEPARTMENT

Karachi, 16th January, 2018

To,

The Assistant Director (Assessment) Sindh Public Procurement Regulatory Authority, Karachi

## SUBJECT :- NIT FOR HIRING OF OFFICE PREMISES FOR RESEARCH & TRAINING WING, P&D.

I am directed to refer to the subject noted above and to enclose herewith following documents:

- (i) Notice Inviting Tender (NIT)
- (ii) Annual Procurement Plan
- (iii) Notification of Procurement Committee
- (iv) Notification CRC
- (v) Advertisement
- (vi) Minutes of the Procurement Committee
- (vii) Bidding Document.

It is requested to kindly hoist the NIT on the Website of SPPRA:

(IMRAN SIBTAIN) Section Officer (Admn-I) Phone 021-99211926

CC:

· The PS to Chairman, P&D Board, Sindh

• The PS to Secretary (Planning), P&D

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SPPRA INWARD DIARY



#### **CORRIGENDUM**

#### **NOTICE INVITING TENDER**

## REQUIREMENT OF OFFICE PREMISES ON RENTAL BASIS IN THE CLOSE PROXIMITY OF SINDH SECRETARIAT FOR RESEARCH & TRAINING WING, PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI

Sealed bids are invited from the eligible and interested bidders / property owners having registration with FBR for the office premises on rental basis for Research & Training Wing, Planning & Development Department, Government of Sindh, Karachi in the independent building/portion/Commercial building (free from all encumbrances) preferably in the close proximity of Sindh Secretariat. The requirements for the premises are as under:

Description	Schedule of Issuance of Bidding Documents	Schedule of Submission	Schedule of Opening
4,500 to 5,000 Sq.feet covered area in any commercial building nearer to Sindh Secretariat	w.e.f. the date of publication to 05.03.2018 at 1:00 pm	0人03.2018 by 2:00 pm	01/03.2018 at 3:00 pm

The bidding documents containing evaluation criteria and other relevant details may be collected on payment of Rs.1,000/= in shape of Pay Order in favour of "SECTION OFFICER (ADMN), PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI " from office of the undersigned and can also be downloaded from SPPRA Website or email:secypndsindh@gmail.com. The bids will be submitted / opened in the office of the Chairman, Procurement Committee.

Attachment of a refundable in the shape of Pay Order / demand draft (1% of the total sum of Eleven (11) months rent demanded for the premises offered) as "Bid Security" in the name of "SECTION OFFICER (ADMN), PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI" with the bid is mandatory.

In case of undesirable circumstances on submission / opening date & time or if the Government declares a holiday, the tender shall be submitted/opened on the next working day at the same time & venue. The Procuring Agency may reject all or any bids as per relevant provision of SPP Rules, 2010 (Amended 2017)...

Section Officer (Admn)
Planning & Development Department
Government of Sindh, Karachi,

### ANNUAL PROCUREMENT PLAN FOR 2017-18 ADP # 1959 OF 2017-18 "RESEARCH & TRAINING WING FOR P&D AND HUMAN RESOURCE DEVELOPMENT"

Name of Procuring Agency:

Planning & Development Department, GoS

S#	Name of Procurement (Description)	Estd. Cost	Procurement Method	Tendative Date of Procurement Notice Publication	Tentative Date of Award of Contract	Tentative Date of Completion	Remarks (if any)
1	2	3	4	5	6	7	8
1	Puchase of Plant & Machinery - Generator 45 KVA - Photostat Machines - LED TV 42" - Air Conditioners (2.0 Tons) - Air Conditioners (1.5 Tons) - Air Conditioners (1.0 Tons) - Air Conditioners (Floor Standing) (2.5 Tons) - Water Dispensers - Stabilizers 7000 Watts - Stabilizers 5000 Watts - Ceiling Fans - Bracket Fans (Black) - Electric Jugs / Kettle	3,000,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	
2	- Laser Fax Machine Purchase of Hardware - Laptop - Core i7 - Destop Computer - Core i7	2,000,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	
	- LaserJet Printer						man in the second by the second
3	Furniture & Fixture	2,500,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	- renderation and a plant
4	Printing & Publication	500,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	- I - SANCE SANCE AND
5	Stationery	1,000,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	www.neerstrongs.decl.com
6	Others	1,500,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	
7	Conference System	1,200,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	
8	Entertainment		On cash basis under quotation limit		1 1 1		
9	Contingent Paid Staff	500,000.00	On cash basis under quotation limit	As & When required	•	-20	
10	Hiring of Office Premises	5,000,000.00	On cash basis under quotation limit	As & When required	**	-	
11	Renovation of offices	3,500,000.00	Open Competitive Bidding	February, 2018	March, 2018	June, 2018	



#### **NOTIFICATION**

NO: SO(ADMN-I)(P&D)12(176)/2018: In pursuance of Rule-7 of SPPRA Rules, 2010 (Amended 2017), the Government of Sindh is pleased to constitute a Goods/Works/ Non-Consulting Services Procurement Committee for implementation of ADP scheme titled "Research & Training for P&D and Human Resource Development (ADP No.1959) 2017-18" with the following composition/ TORs:

1	Additional Secretary (Admin), P&D	Chairman
2	Procurement Specialist, (MEC), P&D Department	Member / Secretary
3	Representative of Industries Department (Not Below the rank of BS-18)	Member

#### Terms of Reference:

- a. Preparing of Bidding Documents.
- b. Carrying out technical as well financial evaluation of the bids.
- c. Preparing evaluation report provided in Rule-45.
- d. Making recommendations for the award of contract to the competent authority.
- e. Perform any other function ancillary and incidental to the above.

#### -MUHAMMAD WASEEM-CHAIRMAN, P&D BOARD SINDH

NO: SO(ADMN-I)(P&D)12(176)/2018:

Karachi Dated 12th February, 2018

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

- The Chairman/all Members of Committee.
- 2. The Secretary to Government of Sindh, Industries & Commerce Department, Karachi.
- 3. Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- 4. P.S. to Chairman P&D Board Sindh, Karachi.
- 5. P.S. to Secretary (Planning) P&D Deptt, Govt. of Sindh, Karachi.

6. Master File.

(IMRAN SIBTAIN)

SECTION OFFICER (ADMN-I)

TEL: 021-9211926



#### NOTIFICATION

NO: SO(ADMN-I)(P&D)12(176)/2018: In pursuance of Rule-31 of Procurement Rules 2010, amended 2017 "Complaint Redressal Committee" for Research & Training for P&D and Human Resource Development (ADP No.1959) 2017-18 is hereby constituted with following composition/TORs:-

i)	Secretary (Planning)	Chairperson
ii)	Representative of Office of Accountant General Sindh	Member
iii)	An Independent professional from the relevant field concerning the procurement process in question, to be nominated by the head of procuring agency	Member

#### Terms of Reference (TORs):-

As provided under Rule-31 of SPPRA Rules 2010 amended in 2017 and to perform any other function ancillary and incidental to the above.

#### -MUHAMMAD WASEEM-CHAIRMAN, P&D BOARD SINDH

NO: SO(ADMN-I)(P&D)12(176)/2018:

Karachi Dated 12th February, 2018

A copy is forwarded for information & necessary action to:

- 1. The Director General, Research & Training Wing, P&D, Govt. of Sindh.
- 2. The Accountant General Sindh.
- 3. All Members of the Committee.
- 4. PS to Chairman P&D Board, Sindh, Govt. of Sindh.
- 5. PS to Secretary (Planning) P&D, Govt. of Sindh.
- 6. Master File.

SECTION OFFICER (ADMN-I)

Ph: 021-99211926

## DAWN WEDNESDAY FEBRUARY 14, 2018



#### **GOVERNMENT OF SINDH** PLANNING & DEVELOPMENT DEPARTMENT

#### **NOTICE INVITING TENDER**

REQUIREMENT OF OFFICE PREMISES ON RENTAL BASIS IN THE CLOSE PROXIMITY OF SINDH SECRETARIAT FOR RESEARCH & TRAINING WING, PLANNING & DEVELOPMENT DEPARTMENT. **GOVERNMENT OF SINDH, KARACHI** 

Sealed bids are invited from the eligible and interested bidders / property owners having registration with FBR for the office premises on rental basis for Research & Training Wing, Planning & Development Department, Government of Sindh, Karachi in the independent building/portion/Commercial building (free from all encumbrances) preferably in the close proximity of Sindh Secretariat. The requirements for the premises are as under:

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The bidding documents containing evaluation criteria and other relevant details may be collected on payment of Rs.1,000/- in shape of Pay Order in favour of 'SECTION OFFICER (ADMN), PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI" from office of the undersigned and can also be downloaded from SPPRA Website or email:secypndsindh@gmail.com. The bids will be submitted / opened in the office of the Chairman, Procurement

Attachment of a refundable in the shape of Pay Order / demand draft (1% of the total sum of Eleven (11) months rent demanded for the premises offered) as "Bid Security" in the name of "SECTION OFFICER (ADMN), PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI" with the bid is mandatory.

In case of undesirable circumstances on submission / opening date & time or if the Government declares a holiday, the tender shall be submitted/opened on the next working day at the same time & venue.

The Procuring Agency may reject all or any bid as per relevant provision of SPP Rules, 2010 (Amended 2017).

> Section Officer (Admn) Planning & Development Department Government of Sindh, Karachi, 2nd Floor, Sindh Secretariat Building No.2, Karachi.

Tel: +92 21 99211926 Fax: +92 21 99211423 email:secypndsindh@gmail.com

INF-KRY: 878/18

Say No to Corruption



#### No.SO(Admn-I)/(P&D)12(176)/2018 GOVERNMENT OF SINDH PLANNING & DEVELOPMENT DEPARTMENT

Karachi, 13th February, 2018

## MINUTES OF MEETING OF PROCUREMENT COMMITTEE CONSTITUTED FOR IMPLEMENTATION OF ADP SCHEME NO.1959 (2017-18) NAMELY "RESEARCH & TRAINING WING FOR P&D AND HUMAN RESOURCE DEVELOPMENT"

Meeting of the Procurement Committee constituted vide P&D's Notification No.SO(ADMN-I)/(P&D)12(176)/2018, dated 12.02.2018 for implementation of ADP Scheme No.1959 (2017-18) namely "Research & Training Wing for P&D and Human Resource Development" was held on 13.02.2018 at 10.00 a.m. in the office of the Chairman, P.C./Additional Secretary (Admn), P&D.

- List of Participants of the Meeting is attached.
- 3. Opening the discussion, the chair apprised the participants that in order to ensure effective public service delivery, enhance the capacity of the human resource and meet the modern day development challenges by adopting modern techniques and tools of planning and development and bring the Province of Sindh to the path of sustained economic growth and prosperity, the Government of Sindh is revamping its Research & Training Wing of P&D. The Wing will now act as an in-house research, policy-advice and capacity development body for P&DD helping it to improve functioning and quality of Public Investment Management. It has been decided in the meeting of P&D Board that existing Offices of R&T i.e. Barrack No.91 & 92 are in dilapidated condition and it would not be economical to renovate the existing offices as Government Government has plans to demolish the Barracks of Sindh Secretariat 4-A & B for launching some mega project. Therefore, rental premises in the close proximity of Sindh Secretariat would be hired to house the revamped R&T Wing. For the purpose 4,500 to 5,000 Sq. feet covered area in any commercial building nearer to Sindh Secretariat. The property should be clear from all liabilities and free from legal and family disputes.
- 4. Accordingly, Draft Bidding/Tender documents were placed before the members of the Procurement Committee. After due deliberations and in-put of the members of the committee the documents were finalized and it was decided to furnish them to Information & Archives Department/SPPRA for appropriate advertisement.

Meeting ended with a vote of thanks to and from the chair.

(SAEED NIZAMANI) PROCUREMENT SPECIALIST MEMBER OF P.C.

REPRESENTATIVE OF DUSTRIES & COMMERCE

MEMBER OF P.C.

(MUHAMMAĎ ALI KHOSO) ADDITIONAL SECRETARY (ADMN) CHAIRMAN OF P.C.

#### MINUTES OF MEETING OF PROCUREMENT COMMITTEE CONSTITUTED FOR IMPLEMENTATION OF ADP SCHEME NO.1959 (2017-18) NAMELY "RESEARCH & TRAINING WING FOR P&D AND HUMAN RESOURCE DEVELOPMENT"

13th February, 2018 at 10.00 a.m.

#### ATTENDANCE SHEET

S.No.	Name & Designation	Contact No.	Signature 1
1	Hulung Ali Kloon	0300/8214887	- My
2	Sacred Nizama Poccural Special (MEC)	313-29.49.00	TI
3_	Yusand Morete	0304-40972-89	His



## PLANNING & DEVELOPMENT DEPARTMENT GOVERNMENT OF SINDH

# STANDARD BIDDING DOCUMENTS

## FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS IN THE CLOSE PROXIMITY OF SINDH SECRETARIAT FOR RESEARCH & TRAINING WING, PLANNING & DEVELOPMENT DEPARTMENT, GOVERNMENT OF SINDH, KARACHI

Address: Planning & Development Department, Government of Sindh, Sindh Secretariat Building No.II, Karachi.

Tel: +92 21 99211926 Fax: +92 21 99211423 email:secypndsindh@gmail.com

Date of Tender Issue/Closure: Tender

From the date of publication up to 1st March,

2018 till 1:00 P.M

Submission Date and time: Tender

£st March, 2018 by 2:00 P.M

Opening Date and Time:

Kst March, 2018 at 3:00 P.M

**Bidding Process** 

Single Stage - One Envelope

**Bid Validity** 

90 days

Bid Security:

1% of the total sum of Eleven (11) months rent

demanded

Cost of Bidding Document

Rs. 1,000/- (Rupees: One Thousand) Only



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#### **IMPORTANT NOTE:**

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

#### APPLICABILITY OF SINDH PUBLIC PROCUREMENT RULES:

This Bidding Process will be governed under Sindh Public Procurement Rules, 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 issued there under ("SPPRA") which can be found at <a href="www.pprasindh.gov.pk">www.pprasindh.gov.pk</a>. For the purposes of this document, 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-2017).

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

The Planning & Development Department, Government of Sindh, Karachi invites sealed proposal for acquiring of office premises on rental basis in Karachi for Research & Training Wing, Planning & Development Department, Government of Sindh for a period (11) Eleven Months, extendable (with mutual consent / terms & conditions as per mentioned in agreement) in the independent building/portion/Commercial building (free from all encumbrances) for housing its office at Karachi. Details of the specifications of related services to be provided are given in the scope of service in Section [3] hereto. Bidder will be selected under procedure described in this Tender Document (TD), in accordance with the Sindh Public Procurement Rules issued thereunder ("SPPRA") which can be found at website <a href="www.pprasindh.gov.pk">www.pprasindh.gov.pk</a> For the purposes of this document, 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.

This TD includes the following Sections:

- ⇒ Instructions to Bidders (ITB)
- ⇒ Eligibility Criteria
- ⇒ Scope of Work
- ⇒ Financial Proposal
- ⇒ Conditions of Contract

Proposals must be submitted at the below mentioned address; Yours sincerely,

Section Officer (Admn)
Planning & Development Department

Planning & Development Department, Government of Sindh, Karachi

Tel: +92 21 99211926 Fax: +92 21 99211423 email:secypndsindh@gmail.com



#### 2. INSTRUCTION TO BIDDERS (ITB)

#### 2.1 Corresponding Address

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

Section Officer (Admn)
Planning & Development Department,
Government of Sindh,
Sindh Secretariat Building No.II Karachi

Tel: +92 21 99211926 Fax: +92 21 99211423

email:secypndsindh@gmail.com

#### 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 Planning & Development 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 Planning & Development 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 Planning & Development Department shall require the bidders to furnish the Bid Security of 1% of Eleven (11) month rent demanded of the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the Planning & Development Department, Government of Sindh, Karachi, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the Planning & Development Department, Government of Sindh, Karachi 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 Planning & Development Department, Government of Sindh, Karachi as non - responsive.

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

#### The bid security shall be forfeited:

⇒ If a Bidder withdraws its bid during the period of its validity specified by the bidder on the Bid Form;

or

- ⇒ 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, from the date of bid opening prescribed by Planning & Development Department, Government of Sindh, Karachi 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 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 Planning & Development Department, Government of Sindh, Karachi 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

 Planning & Development Department, Government of Sindh, Karachi may cancel the bidding process at any time prior to the acceptance of bid or proposal; [SPPRA Rule 25(1)]



- 2. Planning & Development Department, Government of Sindh, Karachi shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 1); [SPPRA Rule 25 (2)]
- 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)]
- Planning & Development Department, Government of Sindh, Karachi 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 Planning & Development Department, Government of Sindh, Karachi.

The opening of bids shall be as per the procedure set down in Section 2.3.1 dealing with Bidding Process.

#### 2.5.2 <u>Clarification of Bids</u>

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, Planning & Development Department, Government of Sindh, Karachi 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 / Evaluation Criteria

#### 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:

Sr. #.	Required Documents			
1	Valid NTN / all other relevant taxes			
2	Bid Security 1% of the total sum of Eleven (11) months rent demanded (Refundable)			
3	Tender Fee Rs.1000/= (Non-Refundable)			
4.	Authorization of Bidder/Firm/Nominated State Agent and should be signed by a person competent on stamp paper of Rs.200/= (Format Attached)			
5.	Litigation history on stamp paper of Rs.200/=			
6.	Covered area below 4500 Sq. ft. shall be disqualified			

#### **EVALUATION CRITERIA & COMPARISON OF BIDS:**

The received bids shall be evaluated using the following eligibility criteria

Sr. No	Requirements	Max Marks	Marks Obtained as per Documentary Evidence	Marks Obtained  After Due Visit by the Premises Committee	Marking Criteria	Documents/Informa to be Enclosed
		40			Clifton area, Karachi	
1.	Location	20			Away/ Stride the main Location	Site Plan
		20			Easy Approach	
2.	Approach to the Building	10			Crowded Approach	Evidence
3.	Area	20			Above 5000 Sq.ft. to 6000 Sq.ft. and above	Title document of Property
		10			4000 Sq.ft. to 5000 Sq.ft.	
	D I I D I .	20			With Parking	
4.	Dedicated Parking Space	0			Without Parking	Numbers
	TOTAL MARKS:	100				l/ 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 Procurement Committee.
- 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 "Oualified 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.



#### 2.5.5 Discussions Prior Evaluation

If required, prior to evaluation of the bid,y, 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], Planning & Development Department, Government of Sindh, Karachi 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 Planning & Development Department, Government of Sindh, Karachi.

#### 2.6.2 Procuring Agency may reject any or all Bids.

Planning & Development Department, Government of Sindh, Karachi may annul the bidding process and reject any or all Bids at any time prior to Contract award, subject to provision of SPP Rules.

#### 2.6.3 Notification of Award

Prior to the expiration of the period of bid validity, Planning & Development Department, Government of Sindh, Karachi 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.

Planning & Development Department, Government of Sindh, Karachi will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

#### 2.6.4 Signing of Contract

Within 7 Days from the date of notification of the award, the successful bidder shall furnish to Planning & Development Department, Government of Sindh, Karachi particulars as may be asked by the Planning & Development Department, Government of Sindh, Karachi.



The Contract shall be signed by the parties at above said address, 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 by Planning & Development Department, Government of Sindh, Karachi as per the locations given in the advertisement.



#### 4. FINANCIAL PROPOSAL

#### PRICE SCHEDULE

Name of B	idder				
Monthly I	Rent (Lump Sum)	(Including all applicable Taxes)			
(In word I	Rupees				
Rent in A	dvance (If any)	<del></del>			
<u>NOTE</u>					
1.	Owner will be liable to pay all municipal, government and assessment which may be levied	p Act 1989) duly stamped on the contract			
2.	For each property separate pay order has to be the advertisement given in the newspaper.	e enclosed as per the amount mentioned in			
3.	Bid security of 1% of Eleven (11) months rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the Planning & Development Department, Government of Sindh, Karachi 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 Planning & Development Department, Government of Sindh, Karachi or the Owner may be taken or executed by the officials.

#### 5.1.5 Taxes and Duties

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

#### 5.1.6 Effectiveness of 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 lessor/lessee. As per clause 5

#### 5.1.11 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable 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 Planning & Development Department, Government of Sindh, Karachi 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.



T	ENANCY AGREEMENT
This TENANCY AGREEMENT	is made aton thisday of2018.
	BETWEEN
Mr	, S/o, Muslim, adult
holding CNIC No	, resident of
(OR through his Sp	pecial Power of Attorney Mr./ Ms
S/o	holding CNIC No, residing at
-	, (hereinafter referred to as "the OWNER", which
expression shall include its succe	essors in interest, nominees, representatives and assigns) of the
OWNER.	
	AND
	[PROCURING AGENCY] , through its duly authorized attorney
Mr	having their office located , Karachi. (hereinafter referred to as "the
TENANT" which expression shall	include their successors-in-interest and Assigns) of the <b>TENANT</b> .
The second of the specific second of the second of the second second of the second of	
WHEREAS the Owner is	the undisputed owner-in-possession ofBUNGALOW / HOUSE/FLOOR
CONSTRUCTED ON PROP	PERITY NO KARACHI
MEASURING	SQUARE YARDS, comprising as per SITE PLAN ATTACHED.
LANDLORD	TENANT:



(2)

AND W	<b>HEREAS</b> the TENANT has agreed to take the aforesaid premises 2018, at the monthly rent of Rs.	on rent with effect from and both above
parties h	nave agreed on following terms and conditions:	and both above
LESSO	<u>OR</u> :	LESSEE:
1.	That the period the tenancy shall be initially for (11) Elever 2018, and renewable on such term	
	be mutually agreed upon.	

- 2. That the rent at the rate of Rs. \_\_\_\_\_ per month shall be payable by the TENANT maximum for eleven months in advance on signing of this Agreement.
- 3. THAT in case of renewal the rent will be increased @ 10% per month.
- 4. That either party shall serve one months prior written notice to the other in case the said premises is being vacated or is required to be vacated, ON OR BEFORE expiry of tenancy period of (11) ELEVEN MONTH.
- 5. THAT the premises shall be used for office or residential or both purpose but the tenant shall not indulge into such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitled to.
- 6. THAT the Tenant shall not make any structural alternations, modification additions or damages including to the floors, walls, interior and exterior of said premises without prior permission of the landlord.
- THAT no offensive material shall be stored in the said premises that are prohibited by law.
- THAT adequate fire-fighting arrangements shall be made by the Tenant so that the fire accidental or otherwise, may be extinguished.
- 9. THAT all property tax, stamp duty, Sindh revenue board, income tax, rates, assessments, levied by the Government or its agencies shall be payable by the owner. If such bills are received by the Tenant, these should be transmitted to the owner immediately.
- 10. THAT on receipt of the bills of electricity, water, gas etc the same shall be paid by the Tenant promptly and a copy shall be transmitted to the owner.



- 11. THAT the Tenant shall in no case let our or sub-let premises collectively or individually to any other person or persons of handover the premises to any outsider.
- 12. THAT the premises would be handed over to the Tenant with serviceable electricity, fixtures, in immaculate condition.

LAND	LORD	<u>TENANT</u>
Comp	ame, nation, lete Address, No	Full Name, Designation, Complete Address, CNIC No
above	ITNESS WHEREOF, the parties her written.  NESSES:	eto have hereunder set their hands the day and year first
1.	Name, Designation, Complete Address, CNIC	landlord
2.	Name, Designation, Complete Address, CNIC	Tenant



#### **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	2018
Signature		
In the capacity of		(Bidder/Company/Nominated State Agent Seal)
Duly authorized to	o sign Bids fo	or and on behalf of:



### **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:		
Procurement of any contract, right, interest, privilege or other	hereby declares that it has no obtained or induced the her obligation or benefit from Government of Sindh (GoS) or her entity owned or controlled by it (GoS) through any corrupt	
agreed to give and shall not give or agree to give to anyone any natural or juridical person, including its Affiliate, Shareholder, Sponsor, or Subsidiary, any Commission, Gra as consultation fee or otherwise, with the object of obtain	I/s represents mission, fees etc paid or payable to anyone and not given or within or outside Pakistan either directly or indirectly through Agent, Associate, Broker, Consultant, Director, Promoter, stification, Bribe, Finder's Fee or Kickback, whether described ing or including the procurement of a contract, right, interest, form, from[Procuring Agency], except that	
agreements and arrangements with all persons in resp	fies that it has made and will make full disclosure of all sect of or related to the transaction with[Procuring ill not take any action to circumvent the above declaration,	
declaration, not making full disclosure, misrepresenting f declaration, representation and warranty. It agrees that any obtained or procured as aforesaid shall, without prejudice	ots full responsibility and strict liability for making any false facts or taking any action likely to defeat the purpose of this contract, right, interest, privilege or other obligation or benefit to any other right and remedies available to[Procuring instrument, be voidable at the option of[Procuring]	
loss or damage incurred by it on account of its corrupt busing an amount equivalent to Ten Time	ed by[Procuring Agency] in this regard, M/s. es to indemnify[Procuring Agency] for any iness practices and further pay compensation to[Procuring e the sum of any commission, Gratification, Bribe, Finder's Fee as aforesaid for the purpose of obtaining st, privilege or other obligation or benefit, in whatsoever form,	
(Procuring Agency)	(Bidders Authorized Signatures with Official Stamp)	