

SINDH MUNICIPAL SERVICES DELIVERY PROGRAM
Bidding Document - Acquiring of Office Premises on Rental Basis



MSDP
Municipal Services Delivery Program
P & D Department, Government of Sindh



Bidding Document
FOR INVITATION OF OFFERS TENDER FOR
OFFICE SPACE IN JACOBABAD

This document contains 14 pages



MSDP

Municipal Services Delivery Program
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USAID
FROM THE AMERICAN PEOPLE

No. PMU/MSDP/P&DD/OFFICESPACE/2022/

Karachi dated 21st June, 2022

INVITATION OF OFFERS TENDER FOR OFFICE SPACE IN JACOBABAD

Sindh Municipal Services Delivery Program (MSDP), Planning & Development Department, Government of Sindh, invites sealed bids under SPPRA Rules 2010(Amended 2019), from interest owners/their representatives having suitable premises (free from all encumbrances) for acquiring premises House on rental basis for establishment of its Program Support Unit (PSU) in **Jacobabad city** for the fiscal year 2022-23 (which may be extendable).

The requirements with selection criteria are as under:-

Sr.#	Features	Requirements
01.	Rooms	Minimum 10 to Maximum 15 Rooms with 1 Hall for PSU Office, Camp Office of PD and DG(Works) & Committee Room.
02.	Approach to the Building	Minimum 30 ft Wide Road
03.	Area	1000 ft: to 1500 ft:
04.	Parking	Minimum Car Parking for 6 to 8 Vehicles
05.	Preferable Amenities	Operational Kitchen with Gas, Telephone, Electricity, Water and availability of public transport in the vicinity.

Tender documents containing evaluation criteria and other relevant details may be collected (during office hours) on submission of a written request by the landlord from the following address **free of cost up to 21-07-2022 before 10.30 am**. The Bidder may also download the bidding documents from the SPPRA website (www.pprasindh.gov.pk). The last date for submission of bid is **up to 21-07-2022 11.30 hours**. The bids shall be opened on the **same day at 12.00 hours** in presence of the bidders who wish to attend.

Attachment of a refundable Pay Order (1% of total sum of 1 year's rent demanded for premises offered) as Bid Security in the name of "Sindh Municipal Services Delivery Program" with the tender document is mandatory. No tender will be accepted without Bid Security & such tender (s) will be rejected on the spot.

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 and venue.

The Competent Authority reserves the right to reject any or all proposals at any time subject to provision provided in SPPRA Rules, 2010. The Bidders are required to be registered with FBR & SRB.

Sd/-

PROGRAM DIRECTOR
USAID-SINDH MSDP

Address:

Program Management Unit, USAID Sindh Municipal Services Delivery Program
House # D-18, Block-2 Kehkashan, Clifton, Karachi,
Phone #021-3581 0016-18 Fax # 21-35810019.



MSDP

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INVITATION FOR BIDS (IFB)

USAID - Sindh Municipal Services Delivery Program invites proposal for acquiring of Offices on Rental Basis (directly or through nominated estate agents) for its Project Monitoring Unit, Jacobabad. 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 Bidding Document (BD), in accordance with the Sindh Public Procurement Rules 2010 issued thereunder (“**SPPRA**”) which can be found at www.pprasindh.gov.pk. For the purposes of this document, the any reference to the term “Act” shall mean a reference to the Sindh Public Procurement Act 2009 and any reference to the Rules shall mean a reference to the Sindh Public Procurement Rules 2010.

This BD includes the following Sections:

- ☐ Instructions to Bidders (ITB)
- ☐ Eligibility Criteria
- ☐ Scope of Work
- ☐ Financial Proposal / PRICE SCHEDULE
- ☐ Conditions of Contract

Proposals must be submitted at the address, time and venue as mentioned in the NIT;

2. INSTRUCTION TO BIDDERS (ITB)

2.1 Correspondence Address

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

SINDH MUNICIPAL SERVICES DELIVERY PROGRAM
D-18, Block-2, Kehkashan, Clifton
Karachi 75600
Phone: +92 35810016 -17- 18

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 / PRICE SCHEDULE**. [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 SINDH MSDP 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 SINDH MSDP must be written in English. [SPPRA Rule 6 (1)]

2.3.5 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].

2.3.6 Bid Currencies

All prices quoted must be in Pak Rupees.

2.3.7 Bid Security

The Sindh MSDP shall require the bidders to furnish the Bid Security of 1% of one year rent demanded of the premises, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the MSDP, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SINDH MSDP 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 Sindh MSDP 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.

2.3.8 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by SINDH MSDP; [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 on specified PRICE SCHEDULE attached with this BD**. [SPPRA Rule 46 (1-a & b)]

2.4.2 Clarification of Bidding Documents

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and SINDH MSDP shall respond to such queries in writing within 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 an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by SINDH MSDP 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. SINDH MSDP may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SINDH MSDP 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 shall be returned along with such intimation; [SPPRA Rule 25 (3)]
4. SINDH MSDP 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 SINDH MSDP

The opening of bids shall be as per the procedure set down in Section 2.3.1 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, SINDH MSDP 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 2.6.5.

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2.5.4 Eligibility Criteria. SINDH MSDP shall evaluate the offers using the following eligibility criteria.

S. No.	Requisite	Max Marks	Marks Obtained as per Documentary Evidence	Marks Obtained After Due Visit by the Premises Committee	Marking Criteria	Documents/ Information to be enclosed
1	Rooms	40			10 to 15 Rooms with 1 Hall	Site Plan
		20			10 to 12 Rooms with 1 Hall	
2	Approach to the Building	20			>30ft Wide Road Front	Evidence
		10			30 ft Wide Road Front	
3	Area	20			>1500 sq.Ft.	Title document of the property
		10			Above 1000 sq.ft to 1500 sq Ft.	
		0			Below 1000 sq.ft.	
4	Parking Space	20			>7 Car Parking	Numbers
		10			4-7 Car Parking	
	Total Marks	100			Qualified / Disqualified	

*These Rooms shall also be used for camp office of Program Director and Director General (Works) whereas Hall will be used as Meeting Room.

Note

1. Acquiring of 70% marks (on the information given by the bidder) will make a bidder qualify for visit of the property by the Sub-committee constituted by the MSDP.
2. Subsequently the property will be visited by the Sub-committee for physical verification of the information given by the bidder. Location which acquires minimum of 70% marks after due inspection as per the criteria given above will be considered as “Qualified Premises / Bid”.
3. Attachment of relevant evidence in each of the above requisite is mandatory. In case of non-provision of evidence to any of the demand, no marks will be awarded.

2.5.5 Discussions Prior to Evaluation

If required, prior to evaluation of the bid, SINDH MSDP 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.

2.5 Award of Contract

2.6.1 Award Criteria

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

2.6.2 Sindh MSDP's Right to Accept Any Bid and to reject any or all Bids

SINDH MSDP annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

2.6.3 Notification of Award

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

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

SINDH MSDP 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 5 Days from the date of notification of the award the successful bidder shall furnish to SINDH MSDP particulars as may be asked by the Sindh MSDP.

The Contract shall be signed by the parties at Sindh MSDP's Office, Karachi, within 15 Days of award of contract. Copy of the agreement enclosed as **Annexure "A"** required to be signed by the lessor at this stage.

2.6.5 General Conditions of Contract

For detailed General Condition of Contract refer to Section [5.1] of this BD.

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

3. SCOPE OF WORK

Hiring of office spaces by Sindh Municipal Services Delivery Program in Jacobabad

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of the Bidder _____

Monthly Rent (Lump Sum) _____

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. Bid Security of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the MSDP is to be attached with the Bid.

Signature & Stamp of the Bidder _____

Date _____

5 Contract (As will be executed if the bid qualifies) – **Annexure-A**

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 SINDH MSDP or the Supplier 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 Contract

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

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, which is minimum 12 months which is for fiscal year 2022-23 (Which is Extendable).

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 proposals for modification or variation made by the other Party.

5.1.9 Force Majeure

The failure on 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 obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, 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 time 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 measures to ensure the realization of the 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 SINDH MSDP and the Supplier 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.

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ANNEXURE-A

TENANCY AGREEMENT

This **Tenancy Agreement** is made at _____ on this _____ of _____, 2022

BETWEEN

Mr. _____ s/o _____, Muslim, adult,
holding CNIC No: _____, resident of _____
_____ (OR through his Special Power of Attorney
Mr./Ms. _____ s/o _____ holding CNIC
No: _____, residing at _____,
hereinafter referred to as Owner,
which expression shall, wherever the context so requires or permits, include his/her successors, done,
executors, administrators and assigns of the OWNER.

AND

M/s. USAID-SINDH MUNICIPAL SERVICES DELIVERY PROGRAM, P&D DEPARTMENT,
GOVERNMENT OF SINDH, KARACHI, through its Program Director
MR. _____ S/O _____ Muslim, adult, holding CNIC
No: _____ resident of _____,
Karachi, hereinafter referred to
as the TENANT, which expression shall, wherever the context so required or permits, include their
successors, executors, administrators and assigns of the TENANT.

WHEREAS the OWNER is the undisputed owner-in-possession of _____
_____ BUNGLOW/HOUSE CONSTRUCTED ON PROPERTY
NO: _____, JACOBABAD, MEASURING _____ SQUARE
YARDS, comprising such bedrooms, drawing room, dining room, lounges, attached bathrooms, garden,
servant quarters as per SITE PLAN ATTACHED.

LANDLORD

TENANT

Cont.....P/2

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-: (2):-

AND WHEREAS, the TENANT has agreed to take the aforesaid premises on rent with effect from _____, 2022 at the monthly rent of Rs. _____ and both the above parties have agreed on the following terms and conditions:

1. THAT the period of tenancy shall be initially for One Fiscal Years i.e. 2022 to 2023 effective from the date of issuance of Award letter and renewable on such terms and conditions as may be mutually agreed upon.
2. THAT the rent at the rate of Rs. _____ per Month shall be payable by the Tenant for the twelve / six months in advance on signing of this Agreement.
3. THAT the rent will be increased @ 10 % per year.
4. THAT either party shall serve THREE 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 as per signed agreement.
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 alterations, modifications, additions or damages including to the floors, walls, interior and exterior of said premises without prior permission of the landlord.
7. THAT no offensive material shall be stored in the said premises that are prohibited by law.
8. 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, 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 out or sub-let the 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.
13. THAT the Tenant shall keep the premises in its present order, and will not cause any damages to the rented premises.

LANDLORD

TENANT

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-: (3):-

14. THAT the Tenant shall allow the owner or his representative/agent to inspect the said premises during any reasonable time of the day with prior appointment with the Tenant.
15. THAT the Tenant is authorize to put cabins, partitions etc. of wood or synthetic material without causing any damages to the floors or the four walls of the premises.
16. THAT on the expiry of tenancy period, the Tenant shall handover to the Owner vacant possession of the rented premises in its original condition in which it was let out, except normal wear and tear.

IN WITNESS WHEREOF the Owner and the Tenant have set their respective hands on this day of _____ , _____, Two Thousand and Twenty Two.

WITNESSESS:

1. _____

OWNER _____

Mr. _____

S/O _____

CNIC NO: _____

2. _____

TENANT _____

M/S. USAID-SINDH MUNICIPAL SERVICES
DELIVERY PROGRAM, P&D DEPARTMENT,
GOVERNMENT OF SINDH, KARACHI

Through its Program Director

MR. _____

S/O _____

CNIC NO: _____