



**SINDH TEACHER EDUCATION DEVELOPMENT AUTHORITY
(STEDA) at Government Elementary College of Education
Qasimabad Karachi**



No.STEDA/ 645 / 2016 Karachi Dated: 19-9-2016

**TENDER DOCUMENT
FOR ACQUIRING OF OFFICE PREMISIS ON RENT BASIS**

**SINDH TEACHER EDUCATION
DEVELOPMENT AUTHORITY (STEDA)
@ Government Elementary College Of Education
Qasimabad KARACHI
Phone # 021-99231943**



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(STEDA) at Government Elementary College of Education
Qasimabad Karachi**



No.STEDA/645 / 2016 Karachi Dated: 19-9-2016

TENDER DOCUMENT ISSUANCE PROFORMA

NAME OF TENDER:

ACQUIRING OF OFFICE ACCOMODATION IN
KARACHI

STEDA @ GOVT: ELEMENTARY COLLEGE OF
EDUCATION QASIMABAD KARACHI

OFFICIAL ADDRESS

DATE OF TENDER ISSUANCE/CLOSURE

23RD SEPTEMBER, 2016 TO 12TH OCTOBER 2016,
01:00 PM

TENDER SUBMISSION DATE AND TIME

12TH OCTOBER 2016 AT 3:00 PM

TENDER OPENING DATE AND TIME

12TH OCTOBER 2016 AT 4:00 PM

BIDDING PROCESS

SINGLE STAGE-TWO ENVELOPE

BID VALIDITY

90 WORKING DAYS FROM THE DATE OF
SUBMISSION TENDER

DATE OF AVAILABILITY OF PREMISES

MUST BE MADE AVAILABLE WITHIN ONE
MONTH OF SUBMISSION OF THIS N.I.T.

BID SECURITY

1% OF THE TOTAL SUM OF ONE YEAR RENT
DEMAND

COST OF BIDDING DOCUMENTS

FREE OF COST



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OFFICE ACCOMMODATION REQUIRED

1. Sindh Teacher Education Development Authority (STEDA) at Government Elementary College of Education Qasimabad Karachi invites sealed offers for providing office accommodation on rent basis to establish the office. The requirement is 1000 sq. yds. to 1500 sq. yds. Office space may have multiple floors (having at least one hall measure 20 x 30 feet for conference /meeting).The good condition bungalow preferably located in the vicinity of P.E.C.H.S Block-2, Mohammad Ali Housing Society, Sindhi Muslim Housing Society Block-A Bahadurabad, Sharfabad, Main Shahrah-e- Faisal,Shaheed-e-Millat Road, KarsazRaod, Kashmir Road, Clifton Karachi for 11 months (Extendable).
2. The Bungalow offered on rent must be vacant, free from all encumbrances / claims and legal disputes etc. Documentary evidences of ownership, payment of all duties/ taxes and dues, telephone, electricity / water changes must be produced.
3. The premises should be in nice and secured vicinity with all necessary facilities, ample car parking and availability of public transport in the vicinity.
4. Tender documents can be obtained from STEDA office at Government Elementary College of Education Qasimabad Karachi w.e.f 23rd September 2016 to 12th October 2016, 01:00 PM on any working day. The same is also available on STEDA website www.steda.gos.pk
5. Sealed offers must be sent to the office of the Executive Director STEDA at Government Elementary College of Education Qasimabad Karachi up to 12th October, 2016 at 3.00 pm and will be opened on same day at 4.00 pm.
6. The interested owners / parties are requested to give their best and final as no negotiation and provision of commission are expected.
7. The tenancy Agreement shall be executed in accordance with prevailing Govt. of Sindh Rent Laws and Rules / Regulation. Initially the Agreement will be made for 11 months period (Extendable).
8. The Competent Authority reserves the right to reject any or all offers subject to the relevant provision of SPPRA Rules, 2010 (Amendment 2013).

**Executive Director
STEDA**



**SINDH TEACHER EDUCATION DEVELOPMENT AUTHORITY
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2. INSTRUCTION TO BIDDERS (ITB)

2.1. CORRESPONDANCE ADDRESS

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

STEDA @ GOVT.ELEMENTARYCOLLEGE EDUCATION QASIMABAD
KARACHI.
021-99231913

2.2. ELIGIBLE BIDDERS

All the bidders duly incorporated and based in Pakistan governed by rule, 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 two 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 STEDA 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 STEDA 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



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The STEDA shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the shape of Pay Order or Irrevocable Bank guarantee acceptable to the which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the STEDA 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 STEDA as no – responsive.

Bid security shall be released to the unsuccessfully 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 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 STEDA; [SPPRA Rules 38(1)].

2.4. SUBMISSION OF BIDS

2.4.1. SEALING AND MARKING OF BIDS

This is the Single Stage – Two Envelope Procedure; the bid shall comprise a two packages containing ELIGIBILITY CRITERIA (duly filled in all respect) and FINANCIAL PROPOSAL, [SPPRA Rule 46(1-a&b)]

2.4.2. CLARIFICATION OF BIDDING DOCUMENTS

An interested bidder, who has obtained bidding document, may request for clarification of contents of the bidding documents in writing, and STEDA 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.



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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 Teacher Education Development Authority (STEDA) 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 CANCELTION OF BIDDING PROCESS

1. STEDA may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)].
2. STEDA 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 cancelation 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. STEDA shall, upon requested 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

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

NoBidder shall be allowed to modify his bids after the expiry of deadline for the receipt of the bids unless, STEDA may, at its discretion, ask a Bidder for a clarification of bid for evaluation propose. 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 ELIGIBILTY CRITERIA



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

Tender document Acquiring of Office Accommodation on Rent Basis

2.5.4 ELIGIBILITY CRITERIA: Sindh Teacher Education Development Authority (STEDA) shall evaluate the offers using the following eligibility criteria.

Sr. #	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	Location	20			Preferably located in the central hub of PECHS Block-2, Muhammad Ali Housing Society, Sindhi Muslim Housing Society Block-A Bahadurabad, Sharafabad, MainShahrah-e-Faisal, Shaheed e Millat Road, Karsaz Road and Kashmir Road/Clifton.	Site plan
		10			Within the vicinity of above areas, thickly populated/ congested (at any corner sites of the above mentioned areas)	
2		20			Rental space having a Conference hall at minimum measurement 20 X 30 feet	
3	Approach to the building	20			Easy approach/ availability of appropriate parking space up to 10 vehicles or above outside area of the rental space	Evidence
		10			Crowded area with outside parking space less than 10 vehicles	
4	Area	20			1000 sq yards to 1500 sq yards	Title document of property
		10			Less than 1000 sq yards	
		<i>If any rental area is based on multiple story building then sum of all (floors) will be taken into consideration.</i>				
5	Parking	20			With Parking more than 4	



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	space (Dedicated to the)				vehicle inside the building	Number
		10			With Parking between 2-4 vehicles	
	Total marks	100			Qualified/ Disqualified	

Note

1. Acquiring of 70/% marks (on the information given by the bidder) will make a bidder qualify for a visit of property by the subcommittee constituted by the procurement committee of STEDA.
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 requires minimum of 70% marks after due inspection as per criteria given above will be considered as "Qualified premises/Bid"
4. Attachment of relevant in each of the above requisite is mandatory. In case 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 STEDA may within 6-7 days of the 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 [2.6.1] STEDA will award the contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined is on ground verified by the Procurement committee of STEDA.

2.6.2. STEDA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

STEDA annul the bidding process and reject all Bids at any time prior to contact award without thereby incurring any liability to the bidder(s).

6.2.3. NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity, STEDA will notify the successful bidder in writing by letter or by facsimile, to be conformed in writing by letter, that his/her bid has been accepted.

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



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STEDA 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 shall finish to STEDA particulars as may be asked by the STEDA.

The contract may be signed by the parties at STEDA within 15 days of award of contract Copy of award enclosed as Annexure "A" required to be signed by the lessor at this stage.

2.6.5. GENERAL CONDITION OF CONTRACT

For detail general condition of contract refer to section [5.1] of the TD

2.6.6. SPECIAL CONDITION OF CONTRACT

(SAME AS GENERAL CONDITION OF THE CONTRACT)

2. SCOPE OF WORK

Hiring of office by STEDA as per location given in the advertisement



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4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of 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. Earnest money of 1% of one year rent demanded of the premises, in shape of pay order or irrecoverable bank Guarantee acceptable to the Sindh Teacher Education development Authority(STEDA) is to be attached with Financial Proposal.

Signature & Stamp of the Bidder_____

Date:_____



Annexure-A

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

The 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 STEDA 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 building 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.

5.1.8 MODIFICATIONS OR VARIATIONS

Any modification or variation of the terms and condition 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.



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5.1.9 FORCE MAJEURE

The failure on the part of the parties to perform to their obligation under the contract will be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

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 objective 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 STEDA 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 negotiation, 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.

TENANCY AGREEMENT

This Tenancy is made at _____ on this _____ of _____ 2016

BETWEEN

Mr. _____ S/o _____,

Muslim, Adult, Holding CNIC NO: _____

Resident of _____

(OR through his special power of Attorney)

Mr. / Ms. _____ S/o _____ hereinafter referred to as Owner, which expression shall, wherever the context so required or permits, include his/ her successor done, executor, administers and assign the OWNER.

AND

Sindh Teacher Education Development Authority (STEDA) through its Executive Director

Mr. _____ S/o _____
Muslim, Adult, Holding CNIC NO:

Resident of _____

Hereinafter referred to as TENANT, which expression shall, wherever the context so required or permits, include his/ her successor done, executor, administers and assign the TENANT.

WHEREAS the OWNER is the undisputed owner in possession of _____ BUNGLOW/ HOUSE CONSTRUCTED ON PROPERTY NO: _____, KARACHI, MEASURING _____ SQUARE YARDS, comprising multiple floors having one hall measuring 20x30 feet for conference/meeting.

LANDLORD

TENANT

AND WHERE AS, the tenant has agreed to take the aforesaid premises on rent with effect from _____, 2016 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 three years effective from _____, 2016 and renewable on such terms and conditions as may be mutually agreed upon.
2. That the monthly rent shall not be enhanced up to three years. In case, if tenancy agreement is extended with mutual consent, rent shall be enhanced as per provisions of Sindh Rented Premises Ordinance 1979.
3. That either party shall serve one month prior written notice to the other in case the said premises is being vacated or required to be vacated on or before expiry of tenancy period of three years.
4. That the premises shall be used for office or residential or both purpose, but the tenant shall not include in such activity that may be offensive to the legal right of easement to which the adjoining neighbors are entitle to.
5. That the tenant shall not make any structural alteration, modification, addition, or damage including to the floor,walls,interior or exterior of the said premises without prior permission of the land lord.
6. That no offensive material shall be stored in the said premises that are prohibited by law.
7. That adequate fire-fighting arrangements shall be made by the tenant so that the fire, accidental or otherwise may be extinguished
8. That all property tax, rates, assessment, 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.
9. That on the receipt of bills of electricity, water, gas etc. the same shall be paid by the tenant promptly and a copy shall be transmitted to the owner.
10. That the tenant shall in no case let out or sublet the premises collectively or individually to any other person or persons of handover the premises to any outside.
11. That the premise would be handed over to the tenant with serviceable electricity fixture, in immaculate condition.

12. LANDLORD / TENANT

13. THAT the tenant shall keep the premises in its present order, and will not cause any damage to the rented premises.
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 tenant.
15. That the tenant is authorize to put cabins, partitions etc of wood or synthetic material without causing damages to the floors or four walls of the premises
16. That on the expiry of tenancy period , the tenant shall hand over to the owner vacant possession of the rented premise 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 sixteen.

WITNESS

1. _____

2. _____

OWNER

MR. _____

S/O _____

CNIC NO. _____

TENANT _____

**M/S. SINDH TEACHER EDUCATION
DEVELOPMENT AUTHORITY (STEDA)**

Through Executive Director

Mr. _____

S/O _____

CNIC NO. _____