



**SINDH FOOD AUTHORITY
FOOD DEPARTMENT
GOVERNMENT OF SINDH**



SINDH FOOD AUTHORITY

BIDDING DOUCMENTS

**FOR ACQUIRING OF OFFICE PREMISES ON RENTAL BASIS IN
KARACHI FOR ESTABLISHMENT OF OPERATION OFFICE OF
SINDH FOOD AUTHORITY**

Address: Bungalow No. D/47, Clifton Block-1, near Altamash Hospital, Karachi.
Tel: +92 21 35290932-4, website: www.sfa.gos.pk

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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 entertained 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 www.pprasindh.gov.pk. 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.

1. INVITATION FOR BIDS (IFB):

The Director General, Sindh Food Authority (SFA), Food Department invites sealed bids for acquiring of office premises on rental basis in Karachi for establishment of operation office of SFA, Food 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 (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 there under (“SPPRA”) which can be found at website www.pprasindh.gov.pk

This TD includes the following Sections:

Instructions to Bidders (ITB)

Eligibility Criteria

Scope of Work

Data Sheet

Financial Proposal

Conditions of Contract

Proposals must be submitted at the below mentioned address;

Yours sincerely,

Director General

Sindh Food Authority

Food Department, Government of Sindh,

Address: Bungalow No. D/47, Clifton Block-1, near Altamash Hospital, Karachi.

Tel: +92 21 35290932-4, website: www.sfa.gos.pk

2. INSTRUCTION TO BIDDERS (ITB)

2.1 Corresponding Address

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

Director General

Sindh Food Authority

Food Department, Government of Sindh

Address: Bungalow No. D/47, Clifton Block-1, near Altamash Hospital, Karachi.

Tel: +92 21 35290932-4, website: www.sfa.gos.pk

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. **[SPP 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**. **[SPP 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 Food Authority** 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 Food Authority** must be written in English. **[SPP 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 **Sindh Food Authority** 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 **Sindh Food Authority**, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the **Sindh Food Authority** time to act, if the security is to be called. **[SPP 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 Food Authority** 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. **[SPP 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 **Sindh Food Authority** **[SPP 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 [SPP 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 **Sindh Food Authority** 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. **[SPP 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 **Sindh Food Authority** 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 Food Authority** may cancel the bidding process at any time prior to the acceptance of bid or proposal; **[SPP Rule 25(1)]**
2. **Sindh Food Authority** shall incur no liability towards the bidders, solely by virtue of its invoking **sub-rule (2.5.7 – 1)**; **[SPP 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; **[SPP Rule 25(3)]**
4. **Sindh Food Authority** 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. **[SPP Rule 25 (4)]**

2.5 Opening and Evaluation of Bids

2.5.1 Opening of Bids by Sindh Food Authority.

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 Food Authority** 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. **[SPP 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 5000 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/Information to be Enclosed
1.	Location	40			Preferably located Sindh Secretariat, Chief Minister House, Clifton, PECHS , Muhammad Ali Society, Sindhi Muslim Society and Gulshan-e-Iqbal, Karachi	Site Plan
		20			Away/ Stride the main Location	
2.	Approach to the Building	20			Easy Approach	Evidence
		10			Crowded Approach	
3.	Area	20			Above 6000 Sq.ft. to 7000 Sq.ft. and above	Title document of the Property
		10			5000Sq.ft. to 6000Sq.ft.	
4.	Dedicated Parking Space	20			With Parking each vehicle 4 marks	Numbers
		0			Without Parking	
TOTAL MARKS:		100			Qualified/ Disqualified	

Note:

1. Acquiring of 70% marks subject to condition that marks should be got from each section of above mentioned criteria; 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 “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 Evaluation

If required, prior to evaluation of the bid, **Sindh Food Authority** 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], **Sindh Food Authority** 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 **Sindh Food Authority**.

2.6.2 Procuring Agency may reject any or all Bids.

Sindh Food Authority 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, **Sindh Food Authority** 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.

Sindh Food Authority 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 Food Authority** particulars as may be asked by the **Sindh Food Authority**.

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 Director General, Sindh Food Authority, Food Department, Government of Sindh as per the locations given in the advertisement.

DATA SHEET

Name of Procuring Agency	Sindh Food Authority
Address	Bungalow No. D/47, Clifton Block-1, near Altamash Hospital, Karachi. Tel: +92 21 35290932-4, website: www.sfa.gos.pk
Date of Tender Issue/Closure:	From the date of publication up to 04 th March, 2019 till 1:00 P.M
Submission Date and time:	04 th March, 2019 by 2:00 P.M
Opening Date and Time:	04 th March, 2019 by 2:30 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

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

Monthly Rent (Lump Sum) _____ *(Including all applicable Taxes)*

(In word Rupees) _____

Rent in Advance (If any) _____

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 Eleven (11) month rent demanded of the premises, in shape of pay order or irrecoverable Bank Guarantee acceptable to the Sindh Food Authority 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 **Sindh Food Authority** 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 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 **Sindh Food Authority** 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.

TENANCY AGREEMENT

This **TENANCY AGREEMENT** is made at _____ on this _day of _____ 2017.

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 “the OWNER”, which expression shall include its successors in interest, nominees, representatives and assigns) of the **OWNER**.

AND

THE _____ **[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 **TENANT**.

WHEREAS the Owner is the undisputed owner-in-possession of _____
_____ BUNGALOW / HOUSE CONSTRUCTED ON
PROPERTY NO. _____ KARACHI MEASURING
_____ SQUARE YARDS, comprising _____ as
per SITE PLAN ATTACHED.

LANDLORD

TENANT:

AND WHEREAS the TENANT has agreed to take the aforesaid premises on rent with effect from _____ 2017, at the monthly rent of Rs. _____ and both above parties have agreed on following terms and conditions:

LESSOR:

LESSEE:

1. That the period of this agreement shall be initially for **(11) Eleven** months effective from _____, and renewable on such terms and conditions as may be mutually agreed upon.
2. That the monthly rent at the rate of _____ **(Inclusive all applicable taxes)** per month shall be payable by the LESSEES for Eleven (11) months in advance on signing of this Agreement.
3. THAT in case of renewal the rent will be increased @ _____ **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 this agreement period of **(11) ELEVEN MONTH.**
5. THAT the premises shall be used for office or residential or both purpose but the **LESSEES** 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 **LESSEES** 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.
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 **LESSEES** 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 **LESSORS**. If such bills are received by the **LESSEES**, these should be transmitted to the **LESSORS** immediately.
10. THAT on receipt of the bills of electricity, water, gas etc the same shall be paid by the **LESSEES** promptly and a copy shall be transmitted to the **LESSORS**.
11. THAT the **LESSEES** 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 **LESSEES** with serviceable electricity, fixtures, in immaculate condition.
13. In case of natural disaster / calamity any repair if required will be borne by the **LESSORS** and the **LESSEES** will not be responsible for any financial loss in this regard.
14. In case of variation in govt. taxes in future on rental income will be borne by the **LESSEES**.

LANDLORD

TENANT

Full Name,
Designation,
Complete Address,
 CNIC No.....

Full Name,
Designation,
Complete Address,
 CNIC No.....

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first above written.

WITNESSES:

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

_____ (Bidder/Company/Nominated State Agent Seal)

In the capacity of

Duly authorized to sign Bids for 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: _____

Dated: _____

Contract Value: _____

Contract Title: _____

1. M/s. _____ hereby declares that it has not obtained or induced the Procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any Administrative subdivision or Agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

2. Without limiting the generality of the foregoing, M/s. _____ represents and warrants that it has fully declared the brokerage, commission, fees etc paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its Affiliate, Agent, Associate, Broker, Consultant, Director, Promoter, Shareholder, Sponsor, or Subsidiary, any Commission, Gratification, Bribe, Finder's Fee or Kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from _____ [Procuring Agency], except that which has been expressly declared pursuant hereto.

3. M/s. _____ Certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with _____ [Procuring Agency] and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. M/s. _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to _____ [Procuring Agency] under any law, contract or other instrument, be voidable at the option of _____ [Procuring Agency].

5. Notwithstanding any rights and remedies exercised by _____ [Procuring Agency] in this regard, M/s. _____ agrees to indemnify _____ [Procuring Agency] for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to _____ [Procuring Agency] in an amount equivalent to Ten Times the sum of any commission, Gratification, Bribe, Finder's Fee or Kickback given by M/s. _____ as aforesaid for the purpose of obtaining or inducing the Procurement of any contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from _____ [Procuring Agency].

(Procuring Agency)

(Bidders Authorized Signatures with Official Stamp)