



**Provincial Disaster Management Authority,
Rehabilitation Department,
Government of Sindh**

Bidding Documents

For

**HIRING OF PDMA HEAD OFFICE BUILDING
ON RENTAL BASIS.**

**Procurement of
Services-2019**

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Bid Data Sheet

Tender No. PDMA(S) 4 (46)/ 2019

Tender Document Issuance Proforma

Name of Tender:	Hiring of PDMA Head Office Building on Rental Basis.
Office Address:	Bungalow No. 82, Lane 10, Khayaban-e-Hilal, DHA Phase VI, Karachi.
Date of Tender Issue/ Closure:	25-02-2019 to 13-03-2019
Tender submission date & time:	13-03-2019 at 12:00 hour
Tender opening date & time:	13-03-2019 at 13:00 hour
Bidding process:	Single stage – one envelope
Bid validity:	90 working days from the date of opening of tender.
Date of availability of premises:	Must be available within one month of publication of this N.I.T
Bid Security:	1% of the total sum of one year's rent demanded.
Cost of bidding documents:	PKR 1000.



**GOVERNMENT OF SINDH
REHABILITATION DEPARTMENT
PROVINCIAL DISASTER MANAGEMENT AUTHORITY(SINDH)**

1. INVITATION FOR BIDS (IFB)

Provincial Disaster Management Authority invites proposal for acquiring of Office accommodation on rental basis. 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 2010 issued there under ("SPPRA") which can be found at www.pprasindh.gov.pk. For the purpose 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 (Amended 2018).

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,

Assistant Director (Procurement)
Bunglow No. 82, Lane 10,
Khayaban-e-Hilal, DHA,
Phase VI, Karachi.

PROVINCIAL DISASTER MANAGEMENT AUTHORITY
Tender Document: Acquiring of office Accommodation on Rental basis

2. INSTRUCTION TO BIDDERS (ITB)

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

PROVINCIAL DISASTER MANAGEMENT AUTHORITY

Bungalow No. 82, Lane 10,

Khayaban-e-Hilal, PhaSE –VI, DHA, Karachi.

Phone: 021-99332701-02

2.2 Eligible Bidder

All the bidders duly incorporated and based in Pakistan governed by rules, laws and states 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 PDMA, Sindh 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 PDMA Sindh 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 (must include all applicable taxes).

2.3.6 Bid Security

The PDMA Sindh shall require the bidders to furnish the Earnest Money of 1% of one year rent demanded of the premises, in shape of Pay Order or irrevocable Bank Guarantee acceptable to the

PDMA, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the PDMA Sindh 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 PDMA Sindh as non – responsive.

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

The bid security shall forfeited:

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

2.3.7 Bid Validity

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by PDMA Sindh [SPPRA Rule 38(1)]

2.4 Submission of Bids

2.4.1 Sealing and Marking 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

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and PDMA Sindh shall respond to such queries in writing within three working days, provided they are received at least five (5) working 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 biding 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 PDMA Sindh 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. PDMA Sindh may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25(1)] in terms of relevant provisions of SPP Rules 2010 (Amended 2018).
2. PDMA Sindh shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7-1); [SPPRA Rule 25(1)]
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. PDMA Sindh 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 PDMA Sindh

The opening of bids shall be as per 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, PDMA Sindh may, at its discretion, ask a bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [SPPRA Rule 43].

2.5.3 Eligibility Criteria

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

2.5.4 Eligibility criteria. PDMA Sindh shall evaluate the offers using the following eligibility criteria.

No.	Requisite	Max Marks	MARKIGN Criteria	Documents/ Information to be enclosed
1	Preferred Location	20	Clifton / DHA/PECHS and Shara-e-Faisal (Commercial)	Site Plan
		10	Away stride the preferred location	
2	Back entrance / emergency exit on wide street	20	Commercial area.	Evidence
	If one entrance / exit in building	10	Commercial area.	
3	Space Required / Area	20	approximately 5000 Sq Feet constructed area	Title document of the property
		10	Below 5,000 Sq. ft	
4	Elevator & Washroom	10	At least one lift/elevator	Numbers with evidence
		05	No Lift/ elevator	
		10	2 to 4 washrooms at each floor	Numbers with evidence
		05	Less than 2 to 4 washroom at each floor	
5	space shall face a main road along with a service road	10	Having separate service road	
		05	If space shall not face a main road along with a service road	
6	Independent 3 phase electric meters	10	Each Floor have separate electric meter.	
		05	If not	
	Total		Qualified/ Disqualified (Subject to the condition of qualified premises will be as per note 3 below	

Note:

Acquiring for 75% 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 Procurement Committee of the PDMA Sindh.

Post qualification process will be adopted on least cost method.

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 75% marks after due inspection as per the criteria given above will be considered as "Qualified Premises/ Bid".

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 Discussion Prior to Evaluation

If required, prior to evaluation of the bid, PDMA Sindh may, within 6-7 days of receipt of the BD, 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], PDMA Sindh 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 in on ground verified by the Procurement Committee of the PDMA Sindh.

2.6.2 Procuring agency has right to accept and bid and to reject any or all bids in terms of relevant of SPP Rules, 2010 (Amended 2018).

Procuring agency annual 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 o the expiration of the period of bid validity, PDMA Sindh will notify the successful bidder in writing by letter or by facsimile, to be confirmed in writing by letter, that his/her this has been accepted.

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

PDMA Sindh 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 PDMA Sindh particulars as may be asked by the PDMA Sindh.

The contract shall be signed by the parties at PDMA Sindh 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 TD.

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

3. SCOPE OF WORK

Hiring of Provincial Disaster Management Authority Sindh Head Office Building/ Premises on rental basis as per the conditions given in the advertisement.

4. FINANCIAL PROPOSAL

PRICE SCHEDULE

Name of Bidder _____

Monthly Rent (Limp 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 the shape of pay order or irrecoverable Bank Guarantee acceptable to the PDMA is to be attached with Financial Proposal.

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.

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 PDMA Sindh 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

The 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 of Variations

Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the service, 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 liability 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 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 PDMA Sindh 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.