

# STANDARD BIDDING DOCUMENTS



for Hiring of Building on Rent

Issued to M/s. ....

December ,2023

## Board of Management Sundar Industrial Estate

### TENDER NOTICE

- 1. Board of Management Sundar Industrial Estate (BOMSIE)** requires a Rental Building for SIE O&M Staff Residential Purpose Building should have the covered area of approximately 4500 sqft and preferably be within vicinity of Sundar Industrial Estate , Sundar Raiwind Road, Lahore. The Building should have 8 rooms with parking space of almost 50 M/Cycles. The building should be equipped with all basic facilities including electricity and water connections etc. Interested owners/parties registered with Tax Authorities and not blacklisted/ not in litigation with any government institution should submit their sealed offers/ bids in one envelop as per tender documents.
- 2.** Bidding, shall be conducted through Open Competitive Bidding (**Single Stage - One Envelope**) procedure specified in the Punjab Procurement Rules 2014.
- 3.** Interested eligible bidders on payment of non-refundable fee of PKR1000/- (Pak Rupees; One Thousand Only) in the form of Bank Draft or Pay Order from any schedule Bank of Pakistan in favor of “Board of Management – Sundar Industrial Estate” can purchase complete set Tender Document during working hours (Monday to Friday) from the Admin office. The document can also be downloaded/observed from websites [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and [www.sie.com.pk](http://www.sie.com.pk) . **Only bidders, who shall purchase the tender documents shall be considered for participation/evaluation in this tender.**
- 4.** Bids complying in all aspects as per instructions given in the bidding documents along with the requisite 2 % bid security of offered price in the shape of Bank Guarantee/CDR/Pay Order/Bank Draft issued by a Scheduled Bank in Pakistan in favor of BOMSIE, must reach at BOMSIE office mentioned below.
- 5.** Tender shall close at 11-01-2024 on 11:00 hrs Sealed Bids must be delivered in BOM-SIE office as mentioned below not later than the closing time and date. Bids received late shall not be entertained and shall be returned unopened. Bids shall be opened on the same day at 11-01-2024 on 11:40 hrs in the office of BOM-SIE in the presence of bidders or their authorized representatives who may choose to attend.
- 6.** Bidders shall have to submit Affidavit on stamp paper, declaring that the Bidder is not blacklisted by any autonomous body/government/semi-government or any organization and that there is no legal case against the property.
- 7.** In case of official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid.
- 8.** Only those requests seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received 7 Days prior to the deadline for the submission of the bid shall be responded.
- 9.** Contract, shall be awarded according to PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.

HOD ADMIN

OFFICE

BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE

Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore

Phone: +92 42 35297291-3, Fax: +92 42 35297080, Email: [info@sie.com.pk](mailto:info@sie.com.pk)

## **1. INSTRUCTION TO BIDDERS (ITB)**

### **1.1 Corresponding Address**

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

BOARD OF MANAGEMENT SUNDAR INDUSTRIAL ESTATE (BOMSIE)

Gate # 2, Sundar Industrial Estate, Sundar Road, Lahore

Phone: +92 42 35297291-3, Fax: +92 42 35297080, Email: info@sie.com.pk

### **1.2 Eligible Bidders**

An owner or lawful Attorney of the Owner, having active National Tax Number (NTN), of the Property meeting with the Criteria provided in Clause 1.5.2 herein.

### **1.3 Preparation of Bids**

#### **1.3.1 Bidding Process**

This is the **Single Stage - Single Envelope Procedure**.

#### **1.3.2 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid and BOMSIE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **1.3.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and BOMSIE must be written in English.

#### **1.3.4 Financial Proposal**

The Financial Proposal shall be prepared using the standard format provided herein (FORM-B) on a Stamp Paper of valuing Rs.100/-, duly signed by the bidder or lawful Attorney.

#### **1.3.5 Bid Currencies**

All prices quoted must be in Pak Rupees.

#### **1.3.6 Bid Validity**

Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by BOMSIE.

### **1.4 Submission of Bids**

#### **1.4.1 Sealing and Submission of Bids**

The bid shall comprise a Single package containing the followings:

- a)* Signed Form – A (Eligibility Criteria);
- b)* Signed Form - B (Financial Proposal);
- c)* CNIC and NTN certificate of the Bidder (Owner of the Property);
- d)* Copy of Ownership Documents;
- e)* Approved Map of building;
- f)* Status of Utilities provision (Copy of last paid utility bills).

**1.4.2 Clarification of Bids**

No bidder shall be allowed to alter or modify his bid after the closing time for submission of the bids.

The BOMSIE may, if necessary, after the opening of the bid, seek and accept such clarifications of the bid as do not change the substance of the bid.

Any request for clarification in the bid, made by the BOMSIE and its response, shall invariably be in writing.

BOMSIE shall also have right to ask or demand any additional information or document for the purposes of its satisfaction and clarification during the procurement process.

**1.4.3 Rejection of Bidders**

BOMSIE shall summarily reject following Bids:

- a) Any Bid received after the Closing Date & Time i.e. ... 11-01-2024 at 11:40
- b) Any Bid received in Open or unsealed Envelope;
- c) Any Bid received incomplete;
- d) Any Bid containing false information or fake documents;
- e) Any Bid not received at the office of BOMSIE;
- f) Any Bid submitted in contradiction with Bidding Documents, etc.

**1.5 Opening and Evaluation of Bids****1.5.1 Opening of Bids**

The date for opening of bids and the last date for submission of bids shall be the same (i.e. 11-01-2024); and bid shall be opened at 11:40 at the office of BOMSIE

Bid shall be opened in the presence of the bidders or their representatives who may wish to be present.

**1.5.2 Eligibility Criteria**

All bids shall be evaluated as per the following criteria:

No	Features	Requirements
01	<b>Preferred Location</b>	The building should be located within the commercial area of Sundar Industrial Estate.
02	<b>Space Required</b>	Covered area between 4500 to 5000 sq.ft. only.
03	<b>Building Plan</b>	At least 8 room attached 8 bath rooms with full utilities and accessories.
04	<b>Parking Space</b>	For At least 50 motorcycles.
05	<b>Desired Amenities</b>	Electricity and water Connection, CCTV Cameras, etc.
06	<b>Availability for Shifting</b>	
07	<b>Minimum Term</b>	Six Months (extendable on Mutual consent )
08	<b>Status of Building</b>	Commercial Building

**NOTE:**

- a) Meeting the eligibility criteria will make a bidder qualify for visit/ inspection of the property by the BOMSIE.
- b) Subsequently, the property will be inspected to satisfy by the BOMSIE for physical verification and suitability of the information given by the bidder.
- c) Location and Property which meets the requirement of BOMSIE after due inspection as per the criteria given above will be considered for evaluation.
- d) The Premises not meeting the Eligibility Criteria shall not be considered for final evaluation or comparison.

**1.6 Evaluation of Bids & Award of Contract****1.6.1 Evaluation of Bids**

BOMSIE will evaluate the Bids as per the following criteria:

NO.	FEATURES
1.	Eligibility Criteria
2.	Rate Per Sq.ft.

**1.6.2 Award Criteria**

BOMSIE 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, upon the satisfaction of BOMSIE with regard to requirements provided herein.

**1.6.3 Signing of Rent Agreement**

BOMSIE would enter into Rental Agreement for a Period of six months (extendable) with Successful Bidder, the terms and conditions substantially in form attached as FORM-C.

**1.6.2 Rejection of Bids**

The BOMSIE may reject all bids or proposals at any time prior to the acceptance of bid or proposal and even revise, retender the same in accordance with law.

**2. SCOPE OF WORK**

Hiring of premises / building by the BOMSIE as per the locations and requirements provided herewith.

**3. FINANCIAL PROPOSAL**

Every Bidder shall submit Financial Proposal in accordance with the FORM-B provided herewith.

**FORM – A**  
**(GENRENAL PROPOSAL)**

**M/s, Board of Management Sundar Industrial Estate  
Sundar Raiwind Road,  
Lahore**

**Subject:       HIRING OF BUILDING ON RENT**

I, \_\_\_\_\_ (Owner of Property), hereby confirm the availability and offer the following Premises on Rental Basis for 3 years which contains following Features:

<b>No.</b>	<b>Features</b>	<b>Details</b>
<b>01</b>	<b>Preferred Location</b>	
<b>02</b>	<b>Space Required</b>	
<b>03</b>	<b>Building Plan</b>	
<b>04</b>	<b>Parking Space</b>	
<b>05</b>	<b>Desired Amenities</b>	
<b>06</b>	<b>Availability for Shifting</b>	
<b>07</b>	<b>Minimum Term</b>	
<b>08</b>	<b>Status of Building</b>	

**Following Documents are annexed herewith:**

- a)* CNIC and NTN certificate of the Bidder (Owner of the Property);
- b)* Copy of Ownership Documents;
- c)* Approved Map of building;
- d)* Status of Utilities provision (Copy of last paid utility bills).

**Particulars of Bidder**

**Signature**

**Date:**

**FORM – B**  
**(FINANCIAL PROPOSAL)**

**M/s, Board of Management Sundar Industrial Estate**  
**Sundar Raiwind Road,**  
**Lahore**

I, \_\_\_\_\_ (Bidder), hereby extends my offer to provide the premises measuring \_\_\_\_\_ sq.ft on rental basis for 03-Years on following Rates:

**a) RENT PROPOSAL:**

<b>Total Area</b>	<b>Rent Per Sq.ft. Per Month</b>	<b>Total Rent Per Month</b>
<i>(Sq.ft)</i>	<i>(in Figures)</i>	<i>(in Figures)</i>
	<i>(In Words)</i>	<i>(In Words)</i>

**b) OTHER AMOUNTS:**

- i.*     **Rent in Advance** *(for 03-Months)* \_\_\_\_\_ *(In words)*  
*ii.*    **Security Deposit** *(for 03-Months)* \_\_\_\_\_ *(In words)*

**NOTE:**

- a) Financial Proposal shall be prepared and submitted on this Form signed by Bidder;  
b) All government taxes shall be included in quoted prices.  
c) Owner will be liable to pay all municipal, government, non-government and other rates, taxes, etc. which may be levied by any Department, Authority, etc. in respect of the Rented Premises.

**Particulars of Bidder**

**Signature**

**Date:**

**FORM - C**  
**(RENT AGREEMENT)**

This Rent Agreement (the “Agreement”) is made at Lahore on this (date)

**BY AND BETWEEN**

**Landlord Name, Address**, (hereinafter referred to as the “**Landlord**”, includes his legal heirs, successors in interest, assignees, transferees and administrators of the **ONE PART**).

**Board of Management Sundar Industrial Estate**, situated at Gate No. 02, Raiwind Road, Lahore (hereinafter referred to as the “**Tenant**”, includes its legal representative, nominees, assignees, transferees and administrators of the **OTHER PART**).

**WHEREAS**, the Landlord is owner in possession of the commercial building namely (**Name**) situated at (**Address**).

(The Landlord and Tenant hereinafter individually referred as the Party and collectively as the Parties.)

WHEREAS, the Landlord has offered to the Tenant for renting out the building, on monthly rent, having an area of (**Area**) **sq.ft.** (hereinafter referred to as the “**Rented Premises**”) on the following Terms and Conditions.

**1. PERIOD OF TENANCY**

The Landlord has agreed to rent out to the Tenant the Rented Premises with all the rights thereto for a period of Six (06) Months extendable from **the date of execution of this Rent Agreement or handing over the physical possession of the Rented Premises whichever is later**, hereinafter referred as **Term**.

**2. RATE OF RENT**

- a) The monthly rent payable by the Tenant to the Landlord in respect of the Rented Premises shall be Rs. (“**Rent**”) at the rate of **Rs.**\_\_\_\_\_ Per Sq. ft. with effective from the date of execution of this Agreement or handing over the physical possession of Rented Premises to the Tenant whichever is later..
- b) That the Tenant has agreed to pay to the Landlord an amount mentioned as Security Deposit in Bid/ Financial Proposal to the tune of Rs.\_\_\_\_\_,as Refundable Security. The Security shall be refunded by the Landlord after adjustment of arrears of rent to the Tenant at the time of expiry or termination of this Agreement as provided herein.



- c) That the Landlord shall not vacate the Rented Premises before the expiry of Term; and if the Tenant wants to vacate the Rented Premises, the Tenant shall give the **One (1) Month** prior notice without assigning any reason for termination of this Agreement to the Landlord.
- d) That the Tenant will pay the advance rent of (Three Month Rent Amount) i.e. Rs. \_\_\_\_\_ to the Landlord, from the handing over the possession of the Rented Premises to the Tenant or at the date of signing of this Agreement, whichever is earlier.
- e) , the Rent will be paid on Quarterly basis by the Tenant to the Landlord.

### **3. RATE OF ENHANCEMENT**

There will be an increased in the Rent at the rate of 10% per annum. The Tenant shall pay the monthly rent with increased at the rate of **10%** from the day of taking procession after which the next increased shall be effective from **(Date)**.

### **4. MODE OF PAYMENT**

The Tenant shall pay the Rent on quarterly basis through Cross Cheque in the name of **Landlord**. Rent shall be paid after deduction of applicable taxes under the Laws of Pakistan.

The Landlord shall pay all the taxes, duties, fees and charges levied on the Rented Premises under the applicable laws of Pakistan.

### **5. THE TENANT COVENANTS WITH LANDLORDS AS UNDER**

- a) To be liable for payment of all the utilities or any other charges, as per monthly bills/consumption, without any delay or default.
- b) To keep maintained in good condition all of the equipment and superstructures, installed by the Landlord at the time of handing over the physical possession of the Rented Premises.
- c) To permit the Landlord or his authorized agent to enter into the Rented Premises in working hours to inspect the same and to allow reasonable structural repairs to be undertaken by the Landlord at the convenience of the Tenant, provided that the Landlord shall give the Tenant at least **24-hour prior** notice of their intention to make such inspections and repairs.
- d) Upon expiry / termination of this Agreement, to remove at its option any of the temporary fixtures installed in the Rented Premises during this Agreement and to hand over vacant possession of the Rented Premises to the Landlord, normal wear and tear excepted.
- e) The Tenant and the Landlord agree to execute and register this Agreement on the terms and conditions provided herein in accordance with Rent Laws. All costs charges and expenses in connection with the registration of this Agreement including payment of stamp duty shall be borne by the Landlord in accordance with Rent Laws.
- f) The replacement of all the fixtures such as sanitary, electric and other fittings would be responsibility of the Tenant.

**6. THE LANDLORD CONVENANTS WITH THE LESSEE AS UNDER**

- a) Landlord shall be fully responsible for all structural faults in the building and/or the Rented Premises and shall pay for all repairs on account of such structural faults and shall carry out all structural and major repairs to the Rented Premises as may be required from time to time. Provided, however, that any structural fault resulting from any inappropriate action of the Tenant shall be repaired and put right by the Tenant.
- b) That the Landlord shall get the paint work done after every two (01) years of tenancy and if the same is not done within the time specified, the Tenant shall be entitled to do the same job at the expenses of Landlord after giving seven (07) days notice in writing.
- c) Any sale / transfer and / or assignment of the said Premises or a portion thereof by the Landlord to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Tenant as contained in this Agreement. Every purchaser / transferee / assignee shall be bound by the said Rent Deed and all the terms and conditions and covenants herein contained. The Landlords shall further be bound to disclose the Terms and Conditions of this Rent Agreement and covenants herein provided to purchaser / transferee / assignee.
- d) The Landlord shall provide all approvals and necessary assistance to the Tenant for obtaining of any utilities at the Rented Premises as and when required by the Tenant.
- e) The Tenant shall be entitled to erect and /or install the neon sign and/or other publicity boards / skins / hoarding and / or advertising boards in front of the Rented Premises subject to provision of appropriate space.

**7. THE LANDLORD WARRANTS**

- a. There are no restrictions in the Landlord's rights to Rent the Rented Premises to the Tenant and / or as provided anywhere under this Rent Agreement and that all necessary lawful authority / approvals / permissions / consents / permits of the relevant Government Department / Municipal Authority / Development Authority been obtained and fulfilled by the Landlord in respect of leasing/renting out the Rented Premises to the Tenant for the use of the Rented Premises for commercial purposes and all such conditions imposed by any of the above for the commercialization and use of the Rented Premises have been duly fulfilled.
- b. The Landlord warrants that Rented Premises, at the time of handing over, is structurally sound in every respect and may be used for the purpose for which it is Rented out and the Landlord undertakes that the structure has been erected in accordance with the necessary approvals / permissions / consents / plans / permits of the relevant Local Government and BOM-SIE relevant authority thereby allowing for lawful utilization of the same for purposes mentioned.
- c. The Landlord shall, when called upon by the Tenant, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ BOM-SIE Authority for

making any additions to the structure of the Rented Premises as and when required by the Tenant provided that the cost of such approvals / permissions shall be borne by the Tenant.

Upon termination of the Agreement by the Tenant, no further rent shall be due and payable by the Tenant and if any advance rent paid by the Tenant in respect of the remaining period of this Agreement or any renewals thereof and / or under any other agreement(s) between the Tenant and the Landlord with respect to the Rented Premises shall be refunded forthwith by the Landlord within **30 days** of such termination.

- d. At the completion of term of this Agreement and upon receipt of **30 days** advance written Notice from the Tenant of its intentions to renew the Rent Agreement, the Rent may be further extended by mutual consent of both the Parties on the terms and conditions mutually agreed at the time of the expiry of this Agreement.

## **8. MISCELLENEOUS**

- a) The Tenant may terminate this Agreement at any time by giving the other Party a **One (01) Month** prior Notice in writing at the address specified under this Agreement . On the happening of such an event, Landlord undertakes to return all unutilized amount of rent received in advance from Tenant hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.
- b) In case the Tenant reduce its operations and/or the premises become surplus, the Tenant shall communicate his intention of vacation of premises to the Landlord and both the parties shall mutually decide the mode of vacation of the premises, which in any case shall not exceed Three (03) Months. The Landlord undertakes to return all proportionately unutilized amount of Rent received in Advance from Tenant hereunder within **30 days** of the said date of vacation.
- c) Upon expiry of this Agreement or upon its earlier termination, the Parties at the time of handing over possession will carry out a joint survey of the Rented Premises to confirm that the Rented Premises is being handed over in good condition, normal wear and tear excepted. In case any major damage is identified by the Parties during the joint inspection, the Tenant will have the damage repaired at its own cost.
- d) The Landlord and the Tenant agree to strictly abide by the terms and conditions as laid down in this Rent Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Landlord, the Tenant may terminate this Rent Agreement immediately after giving a written Notice to this effect provided that a time of **30 working days** is given to the Landlord to rectify the breach. Any unutilized payment made by the Tenant to the Landlords under this Rent Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Tenant within **60 days** of such termination.
- e) Any notice, request or consent required or permitted to be given or made pursuant to this

Agreement 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.

**9. APPLICABLE LAW AND JURISDICTION**

- a. For any dispute between the Parties, firstly the Parties will try to resolve the disputed matter amicably. Upon the failure of amicable solution, the Parties may refer the disputed matter to the Sole Arbitrator appointed by the Tenant under the Arbitration Act.
- b. The Parties submit and agree to the exclusive jurisdiction of the Honorable Courts at Lahore, Pakistan.

**IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS RENT AGREEMENT ON THE (DATE)**

**LANDLORD**

\_\_\_\_\_

**TENANT**

\_\_\_\_\_

**WITNESSES:-**

**For Landlord:**

\_\_\_\_\_  
\_\_\_\_\_

**For Tena**

\_\_\_\_\_

