

Tender Document

HIRING OF OFFICE BUILDING ON RENT



PUNJAB THERMAL POWER (PVT.) LTD.

First Floor, 7-C-1, Gulberg III, Lahore.

Ph# 042-35790364 - 35790365

1. INSTRUCTION TO BIDDERS (ITB)

1.1 Corresponding Address

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

Manager Administration
Punjab Thermal Power (Private) Limited (PTPL)
Government of Punjab, Lahore
Ph: 042-35750936

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 PTPL 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 PTPL 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 PTPL.

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 of the Bidder (Owner of the Property);
- d)* Copy of Ownership Documents;
- e)* Documentary proof of Commercialization of building;
- f)* Any other relevant Document / information.

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 PTPL 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 PTPL and its response, shall invariably be in writing.

PTPL 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

PTPL shall summarily reject following Bids:

- a) Any Bid received after the Closing Date & Time i.e. **20th April, 2018@ 02:00 pm**;
- 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 PTPL;
- f) Any Bid submitted in contradiction with Bidding Documents, etc.

1.5 Opening and Evaluation of Bids

1.5.1 Opening of Bids by PTPL

The date for opening of bids and the last date for submission of bids shall be the same (i.e. **20th April, 2018**); and bid shall be opened at **02:30pm** at the office of PTPL.

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	Preferred Location	Gulberg-III, Lahore
02	Space Required	Covered area between 9000 to 10000 sq.ft. only.
03	Building Plan	01-Room for Chief Executive with attached bathroom, atleast 10 Rooms for Senior Officers, 02-Conference Hall, Separate Bathrooms (for Males & Females), Kitchen with allied necessary
04	Parking Space	For Atleast 10-Cars (indoor) and for 05-Cars outside the vicinity.
05	Desired Amenities	Air Conditioners, Telephone lines, Electricity Connection, CCTV Cameras, Security Gadgets, Generator and Electric Lift (in case of multi-story building) etc.
06	Availability for Shifting	First Week of May, 2018
07	Minimum Term	03-Years
08	Status of Building	Commercial Building

NOTE:

- a) Meeting the eligibility criteria will make a bidder qualify for visit/ inspection of the property by the PTPL.
- b) Subsequently, the property will be inspected to satisfy by the PTPL for physical verification and suitability of the information given by the bidder.
- c) Location and Property which meets the requirement of PTPL 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

PTPL will evaluate the Bids as per the following criteria:

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

1.6.2 Award Criteria

PTPL 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 PTPL with regard to requirements provided herein.

1.6.3 Signing of Lease Agreement

PTPL would enter into Lease Agreement for a Period of 03-Year with Successful Bidder, the terms and conditions substantially in form attached as FORM-C.

1.6.2 Rejection of Bids

The PTPL 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 office premises / building by the PTPL 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.



PUNJAB THERMAL POWER (PVT.) LTD.

First Floor, 7-C-1, Gulberg III, Lahore.

FORM – A (GENRENAL PROPOSAL)

The Administrator
Punjab Thermal Power (Private) Limited
Gulberg-III, Lahore

Subject: HIRING OF OFFICE BUILDING ON RENT

I, _____(Owner of Property), hereby confirm the availability and offer the following Premises on Rental Basis for 03-Years which contains following Features:

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

Following Documents are annexed herewith:

- a) CNIC of the Bidder (Owner of the Property);
- b) Ownership Documents;
- c) Building Plan / Map;
- d) Documentary proof of Commercialization of building;
- e) Any other relevant Document / information.

Particulars of Bidder

Signature

Date:



PUNJAB THERMAL POWER (PVT.) LTD.

First Floor, 7-C-1, Gulberg III, Lahore.

FORM – B (FINANCIAL PROPOSAL)

The Administrator
Punjan Thermal Power (Private) Limited
Gulber-III, 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:**

Total Area	Rent Per Sq.ft. Per Month	Total Rent Per Month
<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 06-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
(LEASE AGREEMENT)

This Lease Agreement is made at Lahore on this (date)

BY AND BETWEEN

Lessor Name, Address, herein after referred to as the **LESSOR**, includes his legal heirs, successors in interest, assignees, transferees and administrators of the **ONE PART**.

Punjab Thermal Power (Private) Limited, herein after referred to as the **LESSEE**, includes its legal representative, nominees, successors in interest, assignees, transferees and administrators of the **OTHER PART**.

WHEREAS the lessor is owner in possession to the exclusion of others of commercial building namely (**Name**) constructed on (**Address**).

The Lessor has offered the Lessee for leasing on monthly rent the building having an area of (**Area**) **sq.ft.**(hereinafter referred to as the **Rented Premises**) on the following Terms and Conditions.

1. PERIOD OF TENANCY

In consideration of the Rent herein reserved and the lessee's covenants herein contained, the lessor has agreed to lease to the lessee the rented premises with all the rights, amenities and easements appurtenant thereto for a period of three year from **the date of execution of this Lease Agreement or handing over the physical possession of the Rented Premises whichever is later**, herein called as **Term**.

2. RATE OF RENT

- a) The Monthly Rent payable by the Lessee to the Lessor in respect of the Rented Premises shall be Rs,_____ ("**Rent**") at the rate of **Rs,_____**Per Sq. ft. effective from the date of execution of this Agreement or handing over the physical possession of Rented Premises to Lessee whichever is later, in pursuant to this Lease Agreement.
- b) That the Lessee has agreed to pay to the Lessor 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 Lessor after adjustment of arrears of rent to the Lessee at the conclusion or termination of Agreement as provided herein.

- c) That the Lessor shall not vacate the premises affecting the Lease Agreement before the Term i.e. Three (03) Years; and if the Lessee wants to vacate the Rented Premises, the Lessee shall give **Two (2) Month** prior Notice of its intention to terminate this Lease Agreement.
- d) That the advance rent (**Three Month Rent Amount**) from the commencement of the Lease or at the date of signing of this Agreement, whichever is earlier, and the Rent will be paid on monthly basis.

3. RATE OF ENHANCEMENT

That going forward there will be an increase in the rent at the rate of **8%** per annum. The lessee shall pay the monthly rent with enhancement at the rate of **8%** from the day of taking possession after which the next enhancement shall be made from the month of **(Date)**.

4. MODE OF PAYMENT

The Lessee shall pay the Rent on monthly basis through Cross Cheque on or before **13th** of every month in the name of **(Lessor)**. Monthly Rent shall be paid after deduction of applicable taxes and levies as may be applicable under the Laws of Pakistan.

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Pakistan.

A certificate of deduction of income tax shall be provided by the Lessee upon request of the Lessors.

5. ELEVATOR, ELECTRIC GENERATOR PROVISION

That the Lessor agrees to install, operate and maintain dedicated Generator for the Rented Premises; and Lift Service, in case of multi-story building.

The Lift and Generator Operator(s) shall be employed by the Lessor; and the Lessor will be responsible to pay Salary to Lift and Generator Operator(s).

The Generator Operator shall be obligated to maintain record of usage, maintenance, operational hours, etc. of the Generator through a Log Book. However, subject to actual consumption and maintenance, fuel charges, oil changing and filters of dedicated Generator, the charges for the same will be borne by Lessee.

6. CAR PARKING

That the Lessor shall provide an indoor Car Parking Space of **for atleast 10-Cars**; and the outdoor/ Car Parking Space for atleast 10-Cars outside the Rented Premises to be exclusively used by the Lessee, its Staff and Customers.

7. THE LESSEE COVENANTS WITH LESSORS AS UNDER

- a) To be liable for payment of electric, gas, water, sewerage, telephone and any other charges, as per monthly bills/consumption, without any delay or default.
- b) That rented premises has been air conditioned with **(units of air conditioning)** unit of air conditioners installed by the lessor and **(quantity of glass portioning if any)** partition of glass which shall be responsibility of lessee to keep in rented premises in good condition. To keep maintained in good condition all of the equipment and superstructures, installed by the Lessor at the time of handing over the physical possession of the Rented Premises.
- c) To permit the Lessor or his authorized agent to enter the Rented Premises at all reasonable hours of the day to inspect the same and to allow reasonable structural repairs to be undertaken by the Lessor at the convenience of the Lessee, provided that the Lessor shall give the Lessee at least **24 hour** notice of their intention to make such inspections and repairs.
- d) Not to use the Rented Premises for any other purpose except for running / managing its business and activities related thereto.
- e) Upon expiry / termination of this Lease Agreement, to remove at its option any of the temporary fixtures installed in the Rented Premises during the course of this Agreement and to hand over vacant possession of the Rented Premises in a tenable condition to the Lessor, normal wear and tear excepted.
- f) To keep and maintain the Rented Premises in a neat and tidy condition and to use the same in a manner that does not cause interference or obstruction to the use of other premises in and around the building.
- g) The Lessee and the Lessor agree to execute and register the Lease Agreement on the terms and conditions provided herein in accordance with Rent Laws. All costs charges and expenses in connection with the registration of Lease Agreement including payment of stamp duty shall be borne by the Lessor in accordance with Rent Laws.
- h) The lessee will take all possible measures to save the building from fire. The Fire Extinguishers and Hydrants would be installed by the Lessor and so shall be maintained by the Lessee with training by the concerned staff.
- i) The Security would be sole responsibility of lessee who will appoint its own security staff for rented premises. The Lessor will not be responsible for any kind of theft from the rented premises including parking space.

- j) The replacement of all fixtures such as sanitary, electric and other fittings would be responsibility of the lessee.

8. THE LESSOR CONVENANTS WITH THE LESSEE AS UNDER

- a) Lessor 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 Lessee shall be repaired and put right by the Lessee.
- b) That the Lessor shall get the paint work done after every two years of tenancy and if the same is not done within the time specified, the Lessee shall be entitled to do the same job at the expenses of Lessor after giving seven (07) days notice in writing.
- c) Lessor shall authorize the Lessee to undertake any alteration in the Rented Premises in order to comply with the international health and safety standards for the safety of its staff and customers.
- d) Subject to the Lessee performing its obligations hereunder, to ensure that the Lessee shall peacefully enjoy use of the Premises for commercial purposes without any hindrance or interference from the Lessor and/or any person and/or Authority and Government.
- e) Any sale / transfer and / or assignment of the said Premises or a portion thereof by the Lessor to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Lessee as contained in this Lease Agreement. Every purchaser / transferee / assignee shall be bound by the said Lease Deed and all the terms and conditions and covenants herein contained. The Lessors shall further be bound to disclose the Terms and Conditions of this Lease Agreement and covenants herein provided to purchaser / transferee / assignee.
- f) That the Lessor has a legal and valid title of the Rented Premises and have the right to lease the Rented Premises for commercial purposes which is free from all encumbrances and charges/liens and shall submit copies of all property documents along with any necessary approvals and sanctions of the concerned authority in respect of the Rented Premises prior to execution of this Lease Deed or at any time as and when required by the Lessee.
- g) Disputes of any kind between the Lessor and any third party shall not affect the rights of the Lessee under this Lease Agreement or any renewals thereof.
- h) The Lessor shall provide all approvals and necessary assistance to the Lessee for obtaining of any utilities at the Rented Premises as and when required by the Lessee.

- i) The Lessor has paid all the utility bills and taxes related to the Rented Premises (as brought to the knowledge of the Lessee) as provided in the Schedule II of this Lease Agreement at the time of handing over the Rented Premises to the Lessee.
- j) The Lessee 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.
- k) Lessor confirms and acknowledges to the Lessee that said plot and the Rented Premises have been permitted by the relevant authority to be used in the Permanent Commercial category by the Lessor.

9. THE LESSOR WARRANTS

- a. There are no restrictions or impediments in the Lessor's rights to lease the Rented Premises to the Lessee and / or as provided anywhere under this Lease 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 Lessor in respect of leasing/renting out the Rented Premises to the Lessee 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 Lessor 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 leased out and the Lessor undertakes that the structure has been erected in accordance with the necessary approvals / permissions / consents / plans / permits of the relevant Local Government Gulberg Town Lahore / Lahore Development Authority thereby allowing for lawful utilization of the same for purposes mentioned.
- c. The Lessor shall, when called upon by the Lessee, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ Gulberg Town / Lahore Development Authority for making any additions to the structure of the Rented Premises as and when required by the Lessee provided that the cost of such approvals / permissions shall be borne by the Lessee.
- d. If during the period of this lease agreement, the Rented Premises are destroyed and / or damaged due to any structural defects and / or damaged by an earthquake, civil commotion, riots, war, political disturbances, fire, storm or any other cause beyond the control of Lessee which may impede use of the Rented Premises by the Lessee, the Lessee at its sole discretion shall have the

right to terminate this Lease Agreement with one month prior notice. Upon such termination of the lease, no further rent shall be due and payable by the Lessee and if any advance rent paid by the Lessee in respect of the remaining period of this Lease Deed or any renewals thereof and / or under any other agreement(s) between the Lessee and the Lessor with respect to the Premises shall be refunded forthwith by the Lessors within **30 days** of such termination.

- e. The Lessee shall on the termination of the lease deliver possession of the Rented Premises to the Lessor. However, if the Lessee is unable to carry on running the business at the Premises due to any Federal/Provincial/Municipal/Cantonment Board/Local Bodies, Institutions, authorities, Regulations or Court order, the Rented Premises will be vacated accordingly and the Lessor will refund the balance amount of rentals from the advance paid to Lessee within **30 days** of such termination.
- f. At the completion of term of this Lease Agreement and upon receipt of **30 days** advance written Notice from the Lessee of its intentions to renew the Lease Agreement, the lease 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 Lease Agreement.

10. INDEMNITY AND UNDERTAKINGS

- a. The Lessor hereby indemnify the Lessee and agrees to keep the Lessee safe, secured and harmless against all costs, charges, liabilities, expenses, litigations/legal actions, losses, claims and detriments (including but not limited to as hereinabove defined) that may be suffered by or made against or incurred by the Lessee owing to any breach of the conditions of this Lease Agreement or as a result of any act or omission on part of the Lessor which directly, or indirectly shall prejudice the rights, privileges and benefits of the Lessee.
- b. The Lessor agrees/undertakes to indemnify the Lessee against any claims, liabilities dues or charges accrued or accruing and claimed by any person / party or authority in respect of the Rented Premises.

11. MISCELLENEOUS

- a) The Lessee may terminate this Lease Agreement at any time by giving the other Part a **One (01) Month** prior Notice in writing at the address specified under this Agreement / Deed. On the happening of such an event, Lessor undertakes to return all unutilized amount of rent received in

advance from Lessee hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.

- b) In the event the Lessee commits default in the payment of rent for more than **Seven (7) days** when it becomes due on the date as prescribed in the Lease Agreement, the Lessor shall give the other part a Notice for the reimbursement of the outstanding rent. However, if the Lessee does not make the rental payment within the notice period, the Lessor shall have the right to terminate this Lease Agreement by giving the other part a **Two (02) Months** prior Notice in writing at the address specified under this Agreement.
- c) In case the Lessee reduce its operations and/or the premises become surplus, the Lessee shall communicate his intention of vacation of premises to the Lessor 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 Lessor undertakes to return all proportionately unutilized amount of Rent received in Advance from Lessee hereunder within **30 days** of the said date of vacation.
- d) Upon expiry of this Lease Deed 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 Lessee will have the damage repaired at its own cost.
- e) The Lessor and the Lessee agree to strictly abide by the terms and conditions as laid down in this Lease Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Lessor, the Lessee may terminate this Lease Agreement immediately after giving a written Notice to this effect provided that a time of **30 working days** is given to the Lessor to rectify the breach. Any unutilized payment made by the Lessee to the Lessors under this Lease Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Lessee within **60 days** of such termination.
- f) This Agreement has been drawn up in duplicate, one original to be retained by the Lessee and other to be retained by the Lessor.
- g) 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.
- h) - 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.

12. ASSIGNMENTS

Save as herein expressly provided, the rights and obligations of Lessor and Lessee under this Lease Agreement may not be assigned or transferred by either Party without the prior approval in writing of the other Party; which approval shall not be withheld unreasonably.

13. APPLICABLE LAW AND JURISDICTION

- a. This Lease Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the Laws of Pakistan.
- 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 LEASE AGREEMENT
ON THE (DATE)**

LESSOR

LESSEE

WITNESSES:-

+

jFor Lessor:

For Lessee:
