



SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

T# 14/19-20

Re-Invitation to Bid - Hiring of Office Space on Rental Basis

The Securities and Exchange Commission of Pakistan intends to acquire office building/commercial property with the minimum required area of 12,000 sqft. on rent in Blue Area, Mauve Area or any other prominent location in Islamabad.

Interested bidders may download the bidding document from the website of SECP <https://www.secp.gov.pk/procurement/> containing terms and conditions, method of procurement, evaluation criteria and other requirements.

The bids prepared in accordance with the instructions in the bidding documents, must reach undersigned on or before November 29, 2019 by 1030 Hrs and will be opened on the same day at 1100 Hrs in the presence of the bidders/ their authorized representatives, who may choose to be present.

In case of any query, Admin Department may be contacted on Telephone No. 051-9207091-4 (Ext-302) during office hours (Monday to Friday excluding Public Holidays) Deputy Director (Admin)

Deputy Director (Administration)

63, NICL Building, Main Jinnah Avenue Blue Area, Islamabad.

Terms and Conditions for Bids and Service Providers

1. Tender Identification Number: **TENDER # 14 /19-20**
2. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area,
Islamabad.

3. The Securities and Exchange Commission of Pakistan invites **sealed** bids from the eligible reputed Landlords/Property Agents/Owners for

Hiring of Rental Building for Office use by the Securities and Exchange Commission of Pakistan

through

SINGLE STAGE ONE ENVELOP METHOD.

4. The Procurement Agency is:

Securities and Exchange Commission of Pakistan
NICL Building, 63-Jinnah Avenue, Blue Area, Islamabad
5. Relevant details plus terms and conditions of the invitation may be obtained from the undersigned personally or by visiting the SECP website: <https://www.secp.gov.pk/procurement/>
6. The bid validity period shall be 60 days.
7. The amount of the bid shall be in Pak rupees, however, for the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.
8. Clarification if any on the requirement may be obtained from Mr. Zahid ul Hassan, Deputy Director (Admin) by sending an email at zahid.hassan@secp.gov.pk
9. It is of utmost importance that bids should be submitted very carefully and the instructions set forth above, scrupulously complied with, failing which the offer will be ignored.
10. The language of the bid is English and alternative bids shall not be considered.
11. Amendments or alterations/cutting etc., in the bids must be attested in full by the person who has signed the bids.
12. The prices/rate quoted shall correspond to 100% of the requirements specified. Quoted price/rate shall not be adjustable. Changes or revisions in rates after the opening of the bids will not be entertained and may disqualify the original offer.
13. The rates must be quoted strictly in accordance with our documents and Annex(s).
14. Detail of applicable taxes and whether taxes is included or not in the quoted price and breakup of quoted price shall be clearly mentioned.
15. In case applicable taxes have neither been included in the quoted rate nor mentioned whether quoted amount is inclusive or exclusive of such taxes, then quoted rate will be considered inclusive of all taxes. and selected Landlords/Property Agents/Owners will have to make the offered building/office space, if selected and declared as lowest evaluated bidder. In case selected

bidder is not willing to provide required offered building/office space on quoted rates then its bid will be rejected and second lowest evaluated bid will be considered.

16. **Landlords/Property Agents/Owners** must submit an undertaking with the bid that the he is not blacklisted by any organization.
17. Only registered Landlords/Property Agents/Owners who are on Active Taxpayers List (ATL) of FBR are eligible to bid.
18. Tax shall be deducted/withheld as per applicable sales tax and income tax law.
19. If any Landlords/Property Agents/Owners is not in ATL then his payment shall be stopped till he files his mandatory returns and appears on ATL of FBR.
20. The bids received after the due date and time will not be entertained.
21. SECP shall disqualify Landlords/Property Agents/Owners if it finds at any time that the information submitted by the Landlords/Property Agents/Owners is false and materially inaccurate.
22. Landlords/Property Agents/Owners do not have the option of submitting their bids electronically.
23. Telegraphic and conditional bids will not be accepted.
24. Sealed bids may be dropped in the tender drop box placed at **Ground Floor of the NIC Building, 63 Jinnah Avenue, Islamabad.**
25. Successful Landlords/Property Agents/Owners shall be engage in an agreement.
26. Place of bid destination is:

Securities and Exchange Commission of Pakistan,
4th Floor, NICL Building, 63 Jinnah Avenue, Blue Area, Islamabad.

27. The envelopes shall bear the following additional identification marks:

Bid for:	Hiring of Rental Building for Office use by the Securities and Exchange Commission of Pakistan
Bidder Name:	XYZ
Attention:	4th Floor, NICL Building, 63-Jinnah Avenue, Blue Area, Islamabad.

28. The deadline for the submission of bids is:

Date: November 29, 2019
Time: 1030 Hrs.

45. The bid opening shall take place at:

Securities and Exchange Commission of Pakistan
3rd Floor, NICL Building, 63-Jinnah Avenue, Blue Area,
Date: November 29, 2019
Time: 1100 Hrs.

29. A statement “**(Do Not Open Before 1030 Hrs on November 29, 2019)**” shall be clearly mentioned on the top of the sealed bid.

Attachment Details are as under		
1.	Terms and Conditions	Annex “A”
2.	Evaluation Criteria	Annex “B”
3.	Documentary Evidence Form	Annex “C”
4.	Sample Contract	Annex “D”

Note:

- If the above Terms & Conditions are acceptable then bids must be submitted well in time and according to the requirements as per details above.

Terms & Conditions

1. Sealed bids are invited from the eligible reputed Landlords/Property Agents/Owners for "Hiring of Rental space for Office use by the Securities and Exchange Commission of Pakistan".
2. Minimum covered area of the building should be 12,000 sqft. area on rent in Blue Area, Mauve area or any other prime location within Islamabad.
3. Tender participants should clearly mention total sqft. area available in the building/space, location, complete address, monthly rent, advance security deposit and detail of other facilities.

Ownership proof required along with proposal.

4. Building must have proper commercialization letter from the concerned Authority.
5. The building being offered must be free of encumbrances and from all types of litigation.
6. Building/Space has been constructed as per the approved by-laws of the CDA.
7. Previous taxes and utilities bills of the building (any kind) have been paid by the owner.
8. Building should have all utilities i.e. sufficient water supply, electricity meter, Generator space and Sui Gas (optional). An independent transformer of the building would be preferred.
9. Property will not be considered, if it does not fall in the commercial status.

Evaluation Criteria

Bid will be evaluated on technical and financial basis,

Technical marks: 60

Financial marks: 40

Total Marks: 100

Technical evaluation criteria would be as follows;

S. No	Technical Attributes	Evaluation Criteria	Allocated Marks	Obtained Marks
1.	Ownership of the premises and Trade allowed.	The owner of the property must have confirmed ownership of the building, should not be a disputed building. Trade allowed should be commercial use and not specific purpose.	MUST	
2.	Covered Area	Required Covered area of minimum 12,000 sqft is available.	MUST	
3.	Water Connection.	Sufficient water availability i.e. Functional water bore facility or operational Govt. water connection.	MUST	
4.	Location of the Premises/ easy accessibility.	Building is located on easy access road. 10 Marks, if building is located on Main Road and nearby established commercial area. No mark will be awarded if building is not located on main road/easy access road.	10	
5.	Parking Space.	Sufficient Parking space is available inside the building. 05 Marks for minimum parking of 10 cars or more	5	
6.	Building Condition.	If building is less than 10 year old (15 marks) less than 15 years old and more than 10 years old (10 marks) less than 20 years old and more than 15 years old (5 marks)	15	
7.	Elevators.	No. of functional elevators in the premises. (5 marks per functional elevator) (Max marks 15).	15	
8.	HVAC Plant.	Centralized Heating/cooling facility available in the building.	5	
9.	Transformer Facility.	a). Separate Transformer available for the building occupants. OR b). Must have dedicated electricity connection.	5	
10.	Generator space	Proper space for Genset placement	5	

Note: 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.

1. Bids found eligible and in compliance with the MUST requirements shall only be considered for further evaluation and visit of the property.
2. Bid securing highest marks in consolidated technical and financial evaluation will be selected on the ratios given above.

DOCUMENTARY EVIDENCE

Name of the Bidder: _____

Bid against Reference No: _____

Date of opening of Bid: _____

Documentary evidence for determining eligibility of the bidders & evaluation of bids. Bidders should only initial against those requirements that they are attaching with the form. Bidders are required to mention the exact page number of relevant documents placed in the Bid. Bidders are advised to attach all supporting documents with this form in the order of the requirement.

S#	Required Documentation	Signature of Bidder	Supporting Document's Name	Page Number in the Bid.
1	NTN Certificate			
2	GST Certificate			
3	On Active Tax Payers List of FBR			
4	Registration / Incorporation / Business Certificate			
5	Affidavits			
6	Bid Bond/Security			
7	Bid Validity period of 60 days			
8	Original Bidding documents duly signed/stamped			

LEASE AGREEMENT

This lease Agreement ("Agreement") is executed at Islamabad on this2019/20.

By and Between

Landlord.....

And

Securities and Exchange Commission of Pakistan ("Commission"), a statutory body established in pursuance of the Securities & Exchange Commission of Pakistan Act, 1997, having its head office at NIC Building, 63-Jinnah Avenue, Blue Area, Islamabad acting through Mr. Waseem Irshad (Director Admin), holder of CNIC No. _____ (hereinafter referred to as the "Tenant/Lessee") of the Second Part.

The Landlord/Lessor and the Tenant/Lessee may hereinafter individually be referred to as "Party" and collectively as "Parties". The expression "Tenant/Lessee" shall include its executors, administrators, successors, and permitted assigns.

WHEREAS;

A. The Tenant/Lessee is desirous of acquiring office space for its Company Registration Office in Islamabad.

B. The Landlord/Lessor is the lawful and absolute owner of entire property number situated at (hereinafter referred to as the "Demised Premises").

C. The Tenant/Lessee has acquired on lease Office Space from the Landlord/Lessor, the demised premises thereof for a period of 03 years starting from.....The Landlord/Lessor has agreed to lease the said premises to the Tenant/Lessee.

Now therefore, upon mutual understanding and subject to the terms and conditions stated herein, the Parties have agreed as follows;

1. That the tenancy under this Agreement has commenced from and shall remain valid for a period of 03 years. (the "Term") or until terminated in accordance with the term(s)/condition(s), pertaining to termination, contained hereunder. The termination of this Agreement will not;

(a) relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor

(b) cause either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

2. Prior to the expiration of the Term, this Agreement may be extended for such further period as mutually agreed between the Parties, provided that, the Parties must enter into a mutual written agreement to extend the Term. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

3. That the Tenant/Lessee shall paymonths rent in advance as security deposit to the Landlord/Lessor and monthly rental payment of Rs..... (exclusive of tax) will be released on monthly basis to the Landlord/Lessor. The security deposited under this Agreement shall be refunded to the Tenant/Lessee by the Landlord/Lessor upon completion and/or termination of this Agreement.

4. All payments made by the Tenant/Lessee under this Agreement shall be less any Government taxes which the Tenant/Lessee is authorized to deduct.

5. Rent will be enhanced @25% after every three years.

6. That the Tenant/Lessee shall be responsible for the regular payment of electricity, water and all other utilities consumed at the Demised Premises. The Landlord/Lessor will ensure that continuous supply of electricity, water and other utilities of the building are maintained as per standard. All kind of property/local Govt. /TMA taxes will be paid by the landlord/Lessor.

7. That the Tenant/Lessee shall neither sublet the Demised Premises or any part thereof nor shall deliver possession of the same through partnership or otherwise to any other person or party.

8. The Tenant/Lessee shall be under a legal obligation to deliver peaceful possession to the Landlord/Lessor upon completion/ termination of this Agreement.

9. That, after the execution of this Agreement, any minor repair of the Demised Premises, if and when required, shall be the responsibility of Tenant/Lessee at his own cost, whereas any major repair or renovation to the same, if and when necessary, shall be the responsibility of Landlord/Lessor and the same shall be done by the Landlord/Lessor at his own cost. The Landlord/Lessor will be responsible to repaint the Demised Premises at the time of renewal of this Agreement.

10. The Tenant/Lessee may vacate the Demised Premises upon giving one (06) month prior written notice to the Landlord/Lessor. The Landlord/Lessor may request the Tenant/Lessee to vacate the Demised Premises by giving a three (03) months' prior written notice.

11. That the terms and conditions of this Agreement shall be equally binding upon the heirs, successors and legal representatives of the Parties.

12. (a) ALL REAL ESTATE TAXES, levied or assessed by lawful authority (but reasonably preserving Landlord's rights of appeal) against the Demised Premises shall be timely paid by the Landlord/Lessor.

(b) Increase in such taxes shall also be paid by Landlord/Lessor.

13. In case the property is partially or completely destroyed, either Party may terminate this Agreement upon written notice.

14. Either Party may terminate this Agreement, by serving a prior written notice, if the other Party is in breach of its obligations under this Agreement. The termination if initiated by the Tenant/Lessee, the notice period shall be of one (01) month and if initiated by the Landlord/Lessor, the notice period shall be of three (03) months.

15. Any unutilized advance rent shall be returned to the Tenant/Lessee by the Landlord/Lessor upon termination of this Agreement.

16. There should be no substantial property alterations, including additional and improvement, without the prior written consent of the Landlord/Lessor.

17. This Agreement can be amended by mutual consent of the Parties, provided that any such change/amendment shall take effect only if reduced into writing by the Parties.

18. After the signing of this Agreement, the Landlord/Lessor is bound to handover the Demised Premises to the Tenant/Lessee after the completion of color, paint, glass, electrical, wooden work etc. or any other work required to be done in the Demised Premises which is necessary for the ordinary use of the said Premises. As, at present, the Demised Premises require some major repair(s) and maintenance which is necessary for the ordinary use of the Demised Premises.

19. Any failure or omission by any Party to perform any obligation under this Agreement shall not be considered or treated as a default or breach by such Party if to the extent and for as long as such failure or omission is caused by any supervening event (hereinafter referred to as "Force Majeure") beyond the reasonable control of the Party so affected. Force Majeure shall include, but not limited to, acts-of-God, acts-of-state, war, riot, military action explosions, terrorism, sabotage, natural disaster, civil commotion, strikes, lockouts and labor disputes and which by the exercise of reasonable diligence could not be prevented or provided against and the effects of which cannot be overcome by reasonable expenditure.

i. The Party so affected shall as soon as it becomes aware of the occurrence of Force Majeure immediately notify the other Party, and the protection of this Article shall become operative only from the time when such notice is given. Thereafter, the Party so effected shall do all that is reasonably possible at its expense to remove or ameliorate the effect of such occurrence of Force Majeure. If all reasonable efforts should fail, or if Force Majeure situation persists beyond the period of thirty (30) days, the Parties shall in good faith consult with each other and take necessary steps for resolving the issue of investment, loss of goodwill, etc.

ii. If the effect of Force Majeure continues beyond a period of sixty (60) days than either Party may terminate this Agreement.

20. Any dispute arising out of the terms of this Agreement shall be amicably settled by the Parties. In case the dispute is not settled within 15 days of the instance of the dispute, then the same shall be referred to (HOD Admin) of the Commission whose decision shall be final.

21. The Landlord/Lessor shall indemnify and hold harmless the Tenant/Lessee (including its commissioners, officers and advisors) from and against any claim or dispute arising out of the title to the Demised Premises.

22. This Agreement shall be stamped by the Landlord/Lessor in accordance with the Stamp Act, 1899.

23. The Parties hereby agree that no terms of this Agreement shall be construed as to portray an employer-employee relationship between the Parties and that both the Parties are acting independently and at their entire discretion.

24. This Agreement forms the entire Agreement between the Parties and supersedes any and all previous correspondence between the Parties regarding the matter.

25. Each of the clauses of this Agreement is severable and distinct from one another and if any one or more of the clauses of this Agreement or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining clauses of this Agreement shall not thereby be affected or impaired in any way.

26. This Agreement shall be governed by and construed to be in accordance with the laws of The Islamic Republic of Pakistan. Furthermore, the Parties irrevocably submit to the exclusive jurisdiction of the courts of Islamabad.

27. Address for Notices: For the purposes of this Section, a Party may take the address and facsimile number of other Party to be:

- (a) the address and number set out below; or
- (b) where another address or number is notified by either of the Party to other Party, the last address or number so notified to it:

Tenant/Lessee's address and designated person:

To: Attn;
Address:
Tel:

Landlord/Lessor's address and designated person:

To: Attn; _____
Address: _____
Tel: _____ Fax: _____

In WITNESS HEREOF the Parties, in good faith and with mutual understanding have set and subscribed their signatures hereinto at Sukkur on the date mentioned above.

EXECUTANTS

LANDLORD:

TENANT: (SECP)
N.I.C No. _____

WITNESS:-

Landlord: NIC:

Tenant: NIC: