

**SMFB/ADMIN/TD/111/2018**

**Copy No. \_\_\_\_\_**

# **Sindh Microfinance Bank Limited**

**Tender Document  
For Acquiring of  
Service Centre Premises on Rental Basis**

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## **DEFINITIONS**

**“Bid”** means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by SMFB.

**“Bid with Lowest Evaluated Cost”** means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

**“Bidder”** means a person or entity submitting a bid;

**“Bidding Documents”** means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

**“Bidding Process”** means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

**“Blacklisting”** means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings.

**“Calendar Days”** means days including all holidays;

**“Conflict of Interest”** means -

- (i) where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to SMFB to obtain an undue benefit for himself or those affiliated with him;
- (ii) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the SMFB under the contract;
- (iv) where an official of the SMFB engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

**“Consultant”** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals;

**“Consulting Services”** means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

**“Contract”** means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

**“Contractor”** means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

**“Corrupt and Fraudulent Practices”** means either one or any combination of the practices given below;

**“Coercive Practice”** means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

**“Collusive Practice”** means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SMFB to establish prices at artificial, non-competitive levels for any wrongful gain;

**“Corrupt Practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

**“Fraudulent Practice”** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

**“Obstructive Practice”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

**“Emergency”** means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment;

**“Goods”** means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

**“Government”** means the Government of Sindh;

**“Head of the Department”** means the administrative head of the department or the organization;

**“Lowest Evaluated Bid”** means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

**“Lowest Submitted Price”** means the lowest price quoted in a bid, which is otherwise not substantially responsive;

**“Mis-procurement”** means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made thereunder or any other law in respect thereof, or relating to, public procurement;

**“Notice Inviting Tender”** means the notice issued by a SMFB through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre-qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Pre-qualifications or Request for Expression of Interests;

**“Open Competitive Bidding”** means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“SMFB” means the Sindh Microfinance Bank Limited;

**“Services”** means any object of procurement other than goods or works, and includes consultancy services;

**“Substantially Responsive Bid”** means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents;

**“Supplier”** means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

**“Value for Money”** means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet SMFB’s requirements.

## **1 INVITATION FOR BIDS (IFB)**

Sindh Microfinance Bank Limited (SMFB) invites proposal for acquiring of premises 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 thereunder (“**SPPRA**”) which can be found at [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk). For the purposes 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.

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 drop box mentioned at address below;

The Company Secretary  
Sindh Microfinance Bank Limited, 39-F, 2nd Floor,  
M.A.C.H Society, Karachi-75350  
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

## **2 INSTRUCTION TO BIDDERS (ITB)**

### **2.1 Correspondence Address**

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

#### **The Company Secretary**

Sindh Microfinance Bank Limited, 39-F, 2nd Floor,  
M.A.C.H Society, Karachi-75350  
Office Telephone (92-21) 34168125 Fax: (92-21)34168126

### **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. [SPPRA Rule 29]

### **2.3 Corrupt Practice**

1. SMFB requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices. [SPPRA Rule 2 (q – iii, iv)]
2. SMFB will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Sindh Public Procurement Rules 2010, in competing for the contract in question.
3. Any false information or misstatement on the part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

### **2.4 Preparation of Bids**

#### **2.4.1 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)]

#### **2.4.2 Cost of Bidding**

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



### **2.4.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and SMFB must be written in English. [SPPRA Rule 6 (1)]

### **2.4.4 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].

### **2.4.5 Bid Currencies**

For the purpose of comparison of bids quoted in different currencies, price shall be converted in PAK RUPEE (PKR). The rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids. [SPPRA Rule 42 (2)]

### **2.4.6 Bid Security**

The SMFB shall require the bidders to furnish the Earnest Money of 1% of bid price, in shape of Pay, in shape of Pay Order or Irrevocable Bank Guarantee acceptable to the bank, which shall remain valid for a period of twenty eight (28) days beyond the validity period for bids, in order to provide the SMFB 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 SMFB 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. [SPPRA 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 [2.7.4]; or
  - Does not abide by the terms of Contract Agreement.

### **2.4.7 Bid Validity**

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

Whenever an extension of bid validity period is requested, a bidder shall have the right to refuse to grant such an extension and withdraw his bid and bid security shall be returned forthwith; and [SPPRA Rule 38 (6)]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [SPPRA Rule 38 (7-a)]

## **2.5 Submission of Bids**

### **2.5.1 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**. [SPPRA Rule 46 (1-a & b)]

### **2.5.2 Response Time**

Bidders are required to submit their Bids within fifteen (15) calendar days from the date of publication of Notice Inviting Tender as per National Competitive Bidding. Bids will be received by SMFB at the address specified under ITB Section [2.1] within office hours. [SPPRA Rule 18 (2)]

### **2.5.3 Extension of Time Period for Submission of Bids**

SMFB may extend the deadline for submission of bids only, if one or all of the following conditions exist;

- Fewer than three bids have been submitted and SMFB is unanimous in its view that wider competition can be ensured by extending the deadline. In such case, the bids submitted shall be returned to the Bidders un-opened; [SPPRA Rule 22 (1)]
- If the SMFB is convinced that such extraordinary circumstances have arisen owing to law and order situation or a natural calamity that the deadline should be extended. [SPPRA Rule 22 (2)]

### **2.5.4 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 SMFB shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar 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 bidding documents.

### **2.5.5 Late Bids**

Any bid received by SMFB after the deadline for submission of bids prescribed by SMFB pursuant to ITB Section [2.5.2] will be rejected and returned unopened to the Bidder. [SPPRA Rule 24 (1)]. The rejection of bids received after the deadline for submission shall apply regardless of any reason whatsoever for such delayed receipt

### **2.5.6 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 SMFB 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].

### **2.5.7 Cancellation of Bidding Process**

1. SMFB may cancel the bidding process at any time prior to the acceptance of a bid or proposal; [SPPRA Rule 25 (1)]
2. SMFB shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule (2.5.7 - 1); [SPPRA Rule 25 (2)]
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. SMFB 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)]

### **2.5.8 Mechanism for Redressal of Grievances**

SMFB has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [SPPRA Rule 31 (1)]

Any bidder being aggrieved by any act or decision of the SMFB during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [SPPRA Rule 31(3)]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [SPPRA Rule 31(4)]

1. prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations; [SPPRA Rule 31(4-a)]
2. annul in whole or in part, any unauthorized act or decision of the procurement committee; [SPPRA Rule 31(4-b)] and
3. reverse any decision of the procurement committee or substitute its own decision for such a decision;

Provided that the complaint redressal committee shall not make any decision to award the contract. [SPPRA Rule 31(4-c)]

SMFB shall announce its decision as to the grievance within seven (7) days. The decision shall be intimated to the Bidder and the Authority within three (3) working days by SMFB. [SPPRA Rule 31(5)]

SMFB shall award the contract only after the decision of the complaint redressal committee [SPPRA Rule 31 (6)]

More fact of lodging of a complaint by a bidder shall no warrant suspension of the procurement proceedings. [SPPRA Rule 31(7)]

### **IMPORTANT**

**In addition to above it may be added that no complaint will be entertained unless it is:-**

- a) Forwarded on company's original letter head, complete address, NTN of the company and CNIC of the complainant.**
- b) Incriminating evidence of the complaints.**

### **2.5.9 Review Panel**

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder's complaint. The Panelist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Chief Secretary. [SPPRA Rule 32(1)]

The List of Specialists shall be formed from a number [SPPRA Rule 32(2)]

1. persons who have been legal professionals; [SPPRA Rule 32(2-a)]
2. persons who have been senior officers in the service of the Government with experience in the procurement area, [SPPRA Rule 32(2-b)] and
3. Persons from a list of specialists with experience in the relevant field. [SPPRA Rule 32(2-c)]

The Specialists shall be grouped into a number of Review Panels, each with a nominated Chairperson, both as approved by the Chief Secretary. Each panel shall have a minimum of 3 members, one from each of the groups listed in sub rule (2) above and up to 2 co-opted members on a case-by-case basis depending upon the nature of the complaint. [SPPRA Rule 32(3)]

The specialists shall be paid remuneration for their services as determined by the Authority from time to time with the approval of the Chief Secretary. [SPPRA Rule 32(4)]

### **2.5.10 Matters not subject to Appeal or Review**

The following actions of the SMFB shall not be subject to the appeal or review: [SPPRA Rule 33]

- Selection method adopted by the SMFB; [SPPRA Rule 33 (1)]
- Decision by the SMFB under ITB section [2.5.7]. [SPPRA Rule 33 (2)]

## **2.6 Opening and Evaluation of Bids**

### **2.6.1 Opening of Bids by SMFB**

The opening of bids shall be as per the procedure set down in Section 2.4.1 dealing with Bidding Process.

### **2.6.2 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, SMFB 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]

### **2.6.3 Preliminary Examination**

SMFB will examine the bids to determine whether the bids are complete and the documents have been properly signed and whether the bids are generally in order.

SMFB may waive any minor informality; nonconformity or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder and further provided that such waiver will be at the complete and sole discretion of SMFB.

If a bid is not substantially responsive, it will be rejected by SMFB and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

### **2.6.4 Eligibility Criteria**

All bids shall be evaluated as per the criteria given in para 2.6.5.

**2.6.5 Eligibility Criteria.** SMFB shall evaluate the offers using the following eligibility criteria.

01	Preferred Location	Non-commercial Area
02	Space Required	Space with approx. covered area between 800 to 1600 sq. ft or 3 to 5 Bedrooms, Kitchen, 2-3 Washrooms
03	Advance Rent	Preferably monthly
04	Preferable Amenities	Separate Electricity Meter, Water connection
05	Vehicle Parking	3-4 Motor Bikes

**Note**

1. Property will not be considered, if it does not fall in the commercial status.
2. The property will be visited by the Premises Visit Committee for physical verification of the information given by the bidder. Location which meets the requirement of SMFB after due inspection as per the criteria given above will be considered as “Qualified Premises/Bid”.
3. Copies of Title Documents of property is mandatory at the time of submission of Bids, otherwise bidder will be disqualified.

## **2.6.6 Discussions Prior to Evaluation**

If required, prior to evaluation of the bid, SMFB 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.

## **2.7 Award of Contract**

### **2.7.1 Award Criteria**

Subject to ITB Section [2.7.2], SMFB 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 is on ground verified by the Procurement Committee of the SMFB.

### **2.7.2 SMFB's Right to Accept Any Bid and to reject any or all Bids**

SMFB annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s).

### **2.7.3 Notification of Award**

Prior to the expiration of the period of bid validity, SMFB will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that his/her bid has been accepted.

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

Upon the successful Bidder's furnishing of the Performance Security pursuant to Section [2.7.5], SMFB will promptly notify each unsuccessful Bidder and will discharge his/her bid security, pursuant to ITB Section [2.4.7].

### **2.7.4 Signing of Contract**

Within 5 Days from the date of notification of the award the successful bidder shall furnish to SMFB particulars as may be asked by the bank management.

The Contract shall be signed by the parties at Central Office, SMFB, Karachi, within 07 Days of award of contract. Copy of the agreement enclosed as Annexure "A" required to be signed by the lessor at this stage.

### **2.7.5 Performance Security**

Within 15 DAYS of receipt of the notification of award from SMFB, the successful Bidder shall furnish to SMFB the Performance Security of 5% of contract price which shall be valid for at least ninety (90) days beyond the date of completion of contract to cover defects liability period or maintenance period. The Performance Security shall be in the form of a pay order or demand draft or

bank guarantee issued by a reputable commercial bank, acceptable to SMFB, located in Pakistan.  
[SPPRA Rule 39 (1)]

Failure of the successful Bidder to comply with the requirement of ITB Section [2.7.4] shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event SMFB may make the award to the next lowest evaluated Bidder or call for new bids.

The Performance Security forms shall not be completed by the bidders at the time of their bid submission. Only the successful Bidder will be required to provide Performance Security.

The Performance Security will be discharged by SMFB and returned to the Supplier not later than thirty (30) days following the date of successful completion of the Supplier's performance obligation under the Contract.

### **2.7.6 General Conditions of Contract**

For detailed General Condition of Contract refer to Section [5.1] of this TD.

### **2.7.7 Special Conditions of Contract (Same as General Conditions of the Contract)**

For detailed Special Condition of Contract refer to Section [5.2] of this TD.

### **2.7.8 Integrity Pact (Not Applicable)**

The successful bidder shall upon the award of the contract execute an Integrity Pact with SMFB.  
[SPPRA Rule 89]

### **2.7.9 Non-Disclosure Agreement**

The successful bidder shall upon the award of the contract execute a Non-Disclosure Agreement with SMFB.



### **3 SCOPE OF WORK**

Hiring of premises by Sindh Microfinance Bank Limited as per the locations given in the advertisement.

## 4 FINANCIAL PROPOSAL

### PRICE SCHEDULE

Name & Contact Details of the Bidder \_\_\_\_\_

Premises Name \_\_\_\_\_

Monthly Rent (Lump Sum) \_\_\_\_\_

Monthly Rent (Per Square Feet) \_\_\_\_\_

### 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. Rent will commence after one month of signing of agreement.
4. During process of renovation if any NOC is required from the government agencies the lessor is liable to get its approval. 25% amount of the total rent may be withheld at bank discretion till the needful is met.
5. Tenders may be submitted directly by the owners or their representatives of the premises. No tenders will be entertained if submitted by or through brokers/ agents.
6. If the financial evaluation are the same, then successful bidder will be the one who has acquired maximum marks in evaluation phase.
7. Writing of tender reference as given in the NIT on the Envelop, carrying tender document is must or the bank will not be responsible if the documents are not received by the Procurement Committee on time.
8. All clauses of the agreement (Attached as Annexure “A”) are part of the tender documents.

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

#### **5.1.1 Definitions**

In this contract, the following terms shall be interpreted as indicated:

“Applicable Law” means the Sindh Public Procurement Act 2009 and the Sindh Public Procurement Rules 2010.

“Procuring Agency” or “PA” means SMFB Contractor.

“Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC).

“Contract Price” means the monthly rent of the premises. “Effective Date” means the date on which this Contract comes into force.

“GC” mean these General Conditions of Contract.

“Government” means the Government of Sindh.

“Currency” means Pak Rupees.

“Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the performance of the Services or any part thereof.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the services to be performed by the Contractor pursuant to this Contract, as described in the scope of services.

“In writing” means communicated in written form with proof of receipt.

#### **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 SMFB 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**

This 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 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 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 inability 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 which 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 SMFB 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 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.

#### **5.1.13 Obligations of the Supplier (Not Applicable)**

The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the SMFB, and shall at all times support and safeguard the SMFB legitimate interests in any dealings with Sub-Suppliers or third Parties.

#### **5.1.13.1 Conflict of Interest**

The Supplier shall hold the SMFB's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### **5.1.13.2 Confidentiality**

Except with the prior written consent of the SMFB, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

### **6. Lease Agreement**

Copy of Agreement is enclosed as Annexure "A" which will be signed between the qualified Lessor & the Bank at the time of possession of Premises. It is the mandatory for the lessor to agree all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand cancelled.

**Annexure "A"**

**7. SPECIMEN OF LEASE AGREEMENT**

**LEASE AGREEMENT**

----- Service Centre

This Lease Agreement is made at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2017.

**BETWEEN**

Mr. \_\_\_\_\_ S/o \_\_\_\_\_, Muslim, adult, holding CNIC No. \_\_\_\_\_ R/o. ----- (Hereinafter referred to as the “**Lessor**”) which expression shall, where the context so permits, means and includes its successors, administrators, executors and assigns) of the **ONE PART**;

**AND**

SINDH MICROFINANCE BANK LIMITED, a banking company incorporated under the Companies Ordinance, 1984, having its registered office at 39/F, 2nd Floor, M.A.C.H. Society, Karachi, through \_\_\_\_\_ holding CNIC No- \_\_\_\_\_ of Sindh Microfinance Bank Ltd as the “**Lessee**” which expression shall, where the context so permits, means and includes its successors, administrators, executors and assigns) of the **OTHER PART**.

WHEREAS the Lessor is fully seized and possessed of and entitled to all that piece and parcel of Property a \_\_\_\_\_ .

AND WHEREAS the Lessor has agreed to let and the Lessee has agreed to take on lease the aforesaid premises measuring \_\_\_\_\_. for opening of Service Center (Hereinafter referred to as the “**Demised Premises**”) on the terms and conditions as set forth hereunder:

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the Lessee paying the rent herein after reserved in the manner hereinafter mentioned and the covenants hereinafter written to be observed by the Lessor and the Lessee, the Lessor doth hereby demise upon the Lessee the Demised Premises for a term of Eleven (11) months commencing from ----- and ending on -----.

The Bidder has submitted the Title Documents of the Property as per requirement of the tender.

**SECTION – I**  
**(GENERAL TERMS)**

- Term
1. The Lessor hereby demises unto the Lessee the Demised Premises for a period of Eleven (11) months commencing from ----- and ending on ----- (both days inclusive), renovation for further terms as per terms agreed between parties.
- Rent
2. The monthly rent of the Demised Premises will be Rs: \_\_\_\_\_ which shall be renewed with mutual consent of both parties beyond 11 months period.
- Advance Rent
3. The Lessee will pay the rent to the Lessor preferably on monthly basis. The Lessee shall deduct income tax from all amounts payable to the Lessor towards rent of the Demised Premises.
- Renewal of Lease
4. On expiry of the term of Lease hereunder, the Lease shall be extended at the option of the Lessee on the terms and conditions to be mutually agreed upon by the parties hereto provided the Lessee has served upon the Lessor a notice of its intention to renew the Lease at least 90 days prior to the expiry of the tenure of the Lease as aforesaid.
- Termination
5. The Lessee shall have a right to terminate this Agreement upon giving to the Lessor 90 days' notice in writing.
- Ejectment
6. The Lessor hereby expressly waives all its statutory and other rights of ejecting the Lessee from the Demised Premises except in the event Lessee fails to fulfill its commitments as appearing in Section II hereafter.
- Indemnity
7. The Lessor hereby declares that the Demised Premises are free from all encumbrances, charges, claims and demands and that the Lessor have not done or omitted to do any act, deed or thing whatsoever whereby the Demises Premises may be subject to any charge, lien or attachment by any Bank, Court of Law, authority or person whosoever. The copies of title documents provided to the lessee are genuine and valid. If any discrepancy is found at a later stage affecting the lessee's rights, the lessor undertakes to rectify the same with in seven (7) days, failing which the lessee reserves the right to terminate the agreement, whereupon the lessor shall be bound to immediately refund the advance rent for the unexpired period.



**SECTION – II**  
**(LESSEE’S COVENANTS)**

The Lessee hereby covenants with the Lessor that it shall:

- i) Not assign or sublet the Demised Premises or any part thereof to any other party;
- ii) Use the Demised Premises for exclusive purpose of its office cum residence only;
- iii) Pay on or before the due date all water, tanker charges, electricity, gas and telephone bills and any incidental charges or amounts claimed in respect thereof pertaining to the term of lease hereunder and handover copies of bills to the Lessor;
- iv) Handover vacant and peaceful possession of the Demised Premises to the Lessor on expiry of the lease term as aforesaid or extended lease term as the case may be.
- v) On termination of the lease as provided herein above in the same condition in which it was handed over to Lessee; except normal wear and tear;
- vi) Carry out at its cost civil and/or electrical repair work as may be necessary for restoration and rehabilitation of the Demised Premises to the same condition when it was taken over by the Lessee if the same are damaged by fire or other mishap during the term of lease;
- vii) Not carry out any structural alterations to the Demised Premises without the permission of the Lessor save those expressly authorized hereunder.
- viii) To pay timely and regular rent as per lease agreement.

**SECTION – III**  
**(LESSORS’ COVENANTS)**

The Lessor hereby covenants with the Lessee that he shall:

- i) Hand over the possession of the Demised Premises to the Lessee at the time of signing of this agreement;
- ii) Be responsible to resolve any issue, if arises regarding ownership of cited property, in case of failure to do so, lessor will be liable to return the advance rent of remaining period along with all expenses incurred by the bank for renovation of its service center at the demised premises.
- iii) Allow the Lessee to enjoy peaceful possession of the Demised Premises without any let or hindrance;
- iv) Allow installation of Solar PV Panels, at roof top for solar operated power system, without any extra charges.

- v) Pay all municipal, government, non-government and other rates, taxes and assessments which may be levied in respect of the Demised Premises;
- vi) Not do or cause to be done by himself or his agent, workman or employee anything which may be or may become a nuisance value for the Lessee and/or its customers;
- vii) Ensure that the Demised Premises are and continue to remain structurally sound and undertake at his cost such major structural repairs as may be deemed necessary by the Lessee;
- viii) Allow installation of outer of the ACs at a technically suitable place without any extra charges;
- ix) Allow the placement of Lessee's signage/signboard at the front of the Demised Premises without any monetary claim.
- x) Keep the Lessee indemnified from any loss(es) sustained on account of any defect in the Lessor's title to the Demised Premises or any misrepresentation and concealment of fact at the time of entering into this Lease Agreement;
- xi) Allow installation of any machinery, equipment, apparatuses, communication system etc. as may be required by the Lessee to carry out its normal business and operational activities;
- xii) Allow Lessee to paint, display, affix or exhibit signs and insignia as may be appropriate and necessary for its various activities at its own cost;
- xiii) Allow Lessee to make partitions in the hall and convert the Demised Premises into workable condition as per its requirement.
- xiv) Provide at his expense running sweet water connection throughout the tenancy period;
- xv) Provide at his expense sewerage line (outer point) and also arrange repairing/shifting of drainage lines of upper floor, from demised premises, if any at lessor's expense.

IN WITNESS WHEREOF the parties have signed these presents on the day, month and year first above mentioned.

**LESSOR**

**LESSEE**

**Sindh Microfinance Bank Limited**  
**For & behalf of Sindh Microfinance Bank Limited**

Name :  
S/o :

Name:  
S/o

CNIC :

CNIC

**WITNESSES**

Full Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
NIC No.: \_\_\_\_\_  
Address: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
NIC No.: \_\_\_\_\_  
Address: \_\_\_\_\_

**IMPORTANT:**

**It is the mandatory for the lessor to agree all clauses of this agreement. In case of any disagreement at any stage of Contract, the bid will stand cancelled.**

## **Annexure “B”**

### **8. SCHEDULE OF AVAILABILITY, SUBMISSION & OPENING OF BIDS**

For details refer to Newspaper Advertisement published on the subject matter.