

Tender Document

HIRING OF BUILDING ON RENT TO ESTABLISH IUB SUB-CAMPUS AT AHMADPUR EAST



THE ISLAMIA UNIVERSITY OF BAHAWALPUR

Abbasia Campus Near University Chowk, Bahawalpur

Phone: 062-9250235

1. INSTRUCTION TO BIDDERS (ITB)

1.1 Corresponding Address

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

Office of Director Campus, AhmadPur East
The Islamia University of Bahawalpur (IUB)
Abbasia Campus near University Chowk, Bahawalpur
Mobile No: 0322-7200699

1.2 Eligible Bidders

An owner or lawful Attorney of the Owner, having active National (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 - Two Envelope Procedure**.

1.3.2 Bid Currencies

All prices quoted must be in Pak Rupees.

1.3.3 Bid Validity

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

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 (Technical Proposal);
- b) Signed Form - B (Financial Proposal);

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 Islamia University of Bahawalpur (IUB) 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.

IUB 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

Incomplete Bids in any aspect/false information will be rejected.

1.5 Opening and Evaluation of Bids

1.5.1 Opening of Bids by IUB

The date for opening of bids and the last date for submission of bids shall be the same (i.e. **xxx-xxxxxx**); and bid shall be opened at **xxxx pm** at the office of Director Campus Ahmadpur East, IUB Abbasia Campus.

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	Marks
01	Preferred Location	Urban Limits of AhmadPur East	05
02	Space Required	Covered area minimum 15,000 sq.ft and open area at-least 2 Kanals	15
03	Building Plan	At-least 15X Rooms 02X-Halls, At-least 05X each Separate Bathrooms (for Males & Females), 01 X Kitchen with allied necessary facilities.	15
04	Parking Space	For At least 05-Cars (indoor) and for 25-vehicles outside the vicinity.	10
05	Desired Amenities	Electricity Connection, Gas Connection Telephone lines, Water Supply etc. Renovation of the building be provided as and when required.	15
06	Availability for Shifting	First Week of January, 2023	5
07	Minimum Term	02-Years	5
08	Status of Building	Commercial Building	10
09	Inspection of Building		20

NOTE:

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

IUB will evaluate the Bids as per the following eligibility criteria:

NO.	FEATURES	Weightage	Qualifying Marks
1.	Technical Eligibility Criteria	70%	70
2.	Financial Rate Per Sq.ft.	30%	-----

1.6.2 Award Criteria

IUB 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 IUB with regard to requirements provided herein.

1.6.3 Signing of Lease Agreement

IUB would enter into Lease Agreement for a Period of 02-Year with Successful Bidder, the terms and conditions substantially in form attached as FORM-C.

1.6.2 Rejection of Bids

The IUB 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 IUB 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.



THE ISLAMIA UNIVERSITY OF BAHAWALPUR
Abbasia Campus, Near University Chowk,
Bahawalpur

FORM – A
(TECHNICAL PROPOSAL)

The Director Campus
Ahmadpur East, The Islamia University of Bahawalpur
Abbasia Campus, near University Chowk, Bahawalpur

Subject: HIRING OF OFFICE BUILDING ON RENT

I, _____ (Owner of Property), hereby confirm the availability and offer the following Premises on Rental Basis for 02-Years which contains following Features:

No.	Features	Details	Marks
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		
09	Inspection of Building		
Total Marks			

Notarized copies of the following documents are annexed herewith:

- a) CNIC of the Bidder (Owner of the Property);
- b) Ownership Documents of the building;
- c) Building Plan / Map;
- d) Documentary proof of Commercialization of building;
- e) Affidavit/undertaking by the Owner having no litigation against the building
- f) Any other relevant document / information.

Particulars of Bidder

Name

CNIC

Signature

Date:



THE ISLAMIA UNIVERSITY OF BAHAWALPUR
Abbasia Campus, Near University Chowk,
Bahawalpur

FORM – B
(FINANCIAL PROPOSAL)

The Director Campus
Ahmadpur East, The Islamia University of Bahawalpur
Abbasia Campus, near University Chowk, Bahawalpur

I, _____ (Bidder), hereby extends my offer to provide the premises measuring _____ sq.ft on rental basis for 02-Years on following Rates:

a) **RENT PROPOSAL:**

Total Covered Area	Rent Per Sq.ft. Per Month (Rs)	Total Rent Per Month (Rs)
(Sq.ft)	(in Figures)	(in Figures)
	(In Words)	(In Words)

b) **OTHER AMOUNTS:**

- i. Rent in Advance (for 03-Months) _____ (In words)
In shape of Pay Order/Demand Draft (**Refundable**)

NOTE:

- Financial Proposal shall be prepared and submitted on this Form signed by Bidder;
- All government taxes shall be included in quoted prices.
- 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

Name

CNIC

Signature

Date:

FORM - C

LEASE AGREEMENT

THIS LEASE AGREEMENT IS BEING EXECUTED ON THIS 1st DAY OF XXX BY AND
BETWEEN

XXXXXXXXXXXXXXXXXXXX (hereinafter referred and called as "OWNER" or
"LESSOR")

AND

The Islamia University of Bahawalpur, established through The Islamia University Act, 1975 having its own Seal and Succession along with its own Campuses and offices including but not limited to Abbasia Campus, Khawaja Fareed Campus, Baghdad-ul-Jadeed Campus, Bahawalpur and its Sub-Campuses at Bahawalnagar, Rahim Yar Khan and Liaquatpur (hereinafter referred to as "University" which term unless repugnant, shall mean and include its successor and permitted assigns) through its Authorized signatory Registrar IUB, (hereinafter called and referred as "University" or "LESSEE")

RECITAL:

WHEREAS, the owner / lessor is owner-in-possession of the building and premises measuring XXXXX Kanals along with covered area i.e., XXXX S.FT & XXXX S.FT, XX/n Rooms, XX/n halls, XX/n bathrooms, and XX/n offices (as described in annexed Map / plan of the lease property) situated at XXXXXX is intended and willing to lease out the said property to the University / lessee for period of 2x years to establish and maintain a Sub-Campus of the Islamia University of Bahawalpur at Ahmadpur East. The owner is desirous to lease-out or offer his/her building including premises as described in annexed schedule, which is exclusively owned by the Lessor, as University-Campus for the Islamia University of Bahawalpur's education and research to educate, overcome and uplift the least developed area of Ahmadpur East, District Bahawalpur on agreed lease money;

WHEREAS the owner/lessor has submitted its offer to carry out and perform his/her duties and responsibility to lease-out the premises and building including its maintenance to the University.

WHEREAS the owner/lessor is agreed to render all facilities and services to the University for Establishment of its sub-campus and these facilities include but not limited to the facilities mentioned in this lease agreement.

WHEREAS, the University is intended to establish the sub-campus of the Islamia University of Bahawalpur at Ahmadpur East therefore, the University for this purpose requires a constructed building including premises / land to maintain the University-sub-campus as per requirements of the prevailing laws of the University, Higher Education Commission of Pakistan and the Government of Punjab for this purpose and Owner / Lessor is being owner-in-possession of the building including premises which suits the requirements of the University to establish and maintain the Campus. The Owner / Lessor has approached the University with his offer to let the building and premises with all amenities and fixtures (as described with annexed Map) to the University for period of **XX x** years.

WHEREAS, the lessor/owner having no relation with the University or has no interest in the University or its business with University has offered to lease his owned Land and building as described in annexed schedule to the University.

WHEREAS, it has been agreed in principle between the parties that nature of business to be conducted by the University including establishment of its campus on the leased property (i.e. land and building) requires uninterrupted continuing possession on the Land / Property and certainly in the efflux of time shall bring goodwill to the Property and place and name of the property therefore the lessee shall retain the property for the period of lease as decided between the parties and in no case or event, the lessor shall have the right to interrupt the business of the lessee during the period of the lease and till the determination of the lease.

The parties have therefore agreed, covenanted and consented to the following terms & conditions:

1. That the Lessor has leased the construct building measuring covered area i.e., **XXXX S.FT. (Ground Floor) & XXXX S.FT (1st Floor) XX/n Rooms, XX/n halls, XX/n bathrooms, and XX/n offices** and Land measuring **XX Kanals**, comprising of **XXXX Tehsil Ahmadpur East** owned by the Lessor as per Record of Rights for the Year 2015-16, situated in **XXXXXX** (hereinafter "Property" and fully described in annexed map) to the Lessor for a period of five **XXXX** years. The period of Lease shall commence from **XXXXX** and shall end on **XXXXX**. Whereas the period of lease shall be extended for any further period if required by the University to continue its Campus on the terms and conditions as provided in this agreement.
2. That possession of the Property between the parties is to executed on **XXXXXXXXXXXXXXXXXX** for which a separate memorandum of deed of transfer of possession has also been executed between the parties. From the date of transfer of possession i.e., **XXXX** the lessee/University shall enjoy exclusive possession over the Property in exclusion to all other persons including the lessor. The lessee shall be

- bound to transfer the possession back to the lessor at the termination day of lease before midnight but till then the possession of the property shall rest with the lessee.
3. The consideration of the lease has been agreed upon by the parties which shall be payable on yearly basis to the lessor in the form of cheque, demand draft, online transfer to the account of the lessor from the account of the University / lessee. It is condition precedent for the acknowledgement of the lease money that the same shall be paid from the account of the University through banking channel and no other mode of payment shall be acceptable between the parties. The receipt of the payment made to the account of the lessor shall be the conclusive proof of payment of the Lease Money to the lessor.
 4. The Lessor / Owner and Lessee / University have agreed and acknowledged that the Lessee / University shall pay XXX per month (XXXX/- PKR) as lease money of the property to the lessor/owner on the 10th day of every month as lease money for every month however, nothing shall be paid to the Lessor / Owner in lieu of advance by the University and lessor / owner shall not be entitled to demand any amount in lieu of advance rent. Whereas XX (XX%) increase per annum in the lease amount shall be added every year.
 5. The lease shall be extendable on the option of both the parties and in such event both the parties shall be bound by the terms and conditions of this lease deed. The property shall remain in exclusive possession of the lessee during this time. The lessee shall use the property for the purpose of maintaining educational activity i.e. only and shall not use the property for purpose detrimental to the property or any other purpose prohibited under the law for the time being in force.
 6. At present the property beside Land consists of building covered area i.e., XXXX S.FT. (Ground Floor) & XXXX S.FT (1st Floor) XX/n Rooms, XX/n halls, XX/n bathrooms, and XX/n offices and the property also consists of an electricity connection installed on the property along with other installation and facilitation including easement rights, roads, water-supply, and sewerage access and connections shall also be the part of property of this lease. The lessor has leased all this structure and land to the lessee in lieu of per month lease money of Rs, XXXXX/- PKR with XX (XX%) percent increase per annum. It has been agreed between the parties that lessee shall have all the rights to erect any structure, building or bring any physical change to the property, install electricity or water connections and facilities. The present structure and the structures, buildings or modifications brought on the property shall be the ownership of the lessee and amount incurred upon it shall be accumulated and adjusted in lease money that shall be paid by the University whereas at the determination of the lease all the structure and modifications and physical

- changes shall stand transferred to the lessor free from all encumbrances and lessee shall have no right over the structures or buildings made thereon.
7. The lessor shall be liable for every tax payable on the property or the building erected including Property Tax, Conversion Fee or any other tax imposed by the Government or any other Government Body and the lessee shall have no liability to pay any such taxes. However, in case of default of the lessor, any such payment shall be made by the lessee and lessee shall have the right to deduct the same from the rent payable to the lessor. However, any taxes, duties or fee which may arise or accrue on the activity being conducted by the lessee shall be the sole responsibility of the lessee and lessor shall not be bound or liable for any such taxes or liability.
 8. The lessor shall have no right to lease the property to any other person till the determination of this lease and similarly the lessee shall no right to sub-let the property to any other person. Any such lease by the lessor to any other person shall be void and sub-letting by the lessee shall terminate the lease forthwith. However, the lessee may provide the property to any person for an event or function or any other recreational or entertainment activity on the payment of fee and that fee shall be received by the lessee and any taxes accruing on such fee shall be paid by the lessee.
 9. That in case the lessor in an event decides to sell the property then the first right of refusal shall be with the lessee. The consideration for the sale shall not be demanded by the lessor rendering the same so unreasonable that does not match the market value of the property and similarly lessee shall not make offer for consideration of sale so low so as to make it unacceptable for the lessor. In case of sale of property by the lessor and to determine the fairness of the first right of refusal of the lessee, both the parties shall appoint one arbitrator each who after considering all the factors decide an amount of consideration for sale of the property. The arbitrators shall be remunerated equally by the parties and arbitrators shall make an award in this regard regulated and governed under Arbitration Act 1940. However, any party shall have the right to assail such award or decision of the arbitrators before a court of competent jurisdiction.
 10. That in case the property is ultimately sold to any other person the vendee shall be bound by the terms of this Agreement of Lease so as to the extent that vendee has stepped into the shoes of the Lessor and shall be bound by all the terms of the agreement. The Lessor shall be bound to disclose the factum of lease on the property to any buyer and such factum shall make part of the sale-deed by the lessor in favour of any person.
 11. The lessee may terminate the lease on six (06) months' notice. The notice shall be in written form issued duly and shall be served on the person of the lessee or on the

address of the lessee on which the lessee is residing. The acknowledgment of the notice issued by the Courier Company or Pakistan Post shall be the conclusive proof of the delivery of notice upon the lessor. On such termination the lessor and lessee shall calculate and decide the amount due towards any party in respect of the structures, building on the property. However, the lessor shall be bound by the lease till its determination and shall on the determination of lease shall stand transferred with all the structures, building or other installations without any amount to be paid to the lessee.

12. That in case of any damage to the property caused by an act of GOD shall be made good by the lessee.
13. That the lessee shall be bound to pay the rent of the property and both the parties shall be bound to abide the terms and conditions of this agreement.
14. That in case of any dispute between the parties, the matter shall be referred to arbitration and both the parties shall appoint one arbitrator each and decision of the arbitration shall be final.
15. In case of non-resolution of any dispute both the parties shall have the right to approach court of competent jurisdiction and in such case the cost of litigation shall be paid by the party at default in the light of the decision of the court.
16. That the Lease deed shall be executed on the requisite stamp paper and shall be registered with the competent body under the law and original shall be delivered to the lessee and shall remain with the lessee till the determination of the lease. Both the parties shall be bound to facilitate the registration of the agreement.

THEREFORE, as expression of their consent and without any duress and with free will and without any undue influence, the parties in presence of witnesses affix their signatures on this deed for all intents and purposes. This signed and sealed agreement is hereby delivered on the _____ XXXX.

Sr. No.	Name	SIGNATURE
1.	Owner / Lessor:	
2.	Lessee / University	

WITNESSES:

Sr. No.	Name	SIGNATURE
1		
2		