PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) CONTRACT AWARD PROFORMA - I

(As Per Rule 47 of PP Rules, 2004)

<u>To Be Filled and Uploaded on PPRA Website in Respect of All</u> <u>Public Contracts of Works, Services and Goods</u>

	NAME OF THE ORGANIZATION/DEPTT.						
	Technology Upgradation and Skill Development Company (TUSDEC)						
\triangleright	FEDERAL / PROVINCIAL GOVT.	FEDERAL					
≻	TITLE OF CONTRACT	Tenancy Agreement					
≻	TENDER NUMBER	TUSDEC/P&O/NPGP/01					
≻	BRIEF DESCRIPTION OF CONTRAC	Т					
	Tender Notice for Hiring of Premises	s on Rental Basis at Badin and Thatta,					
	NPGP Project						
	TENDER VALUE PKR 44,66	0/- per month (For Badin District)					
	PKR 48480	/- per month (For Thatta District)					
	ENGINEER'S ESTIMATE (For civil Works only)	Not applicable					
	ESTIMATED COMPLETION PERIOD	2 Years					
	WHETHER THE PROCUREMENT WA PROCUREMENT PLAN?	AS INCLUDED IN ANNUAL NA					
	ADVERTISEMENT:						
	(i) PPRA Website	Yes (TS484772E dated 30-06-2022)					
	(ii) News Papers	No (Below 3.0 million)					
	TENDER OPENED ON (DATE & TIME)	19-07-2022 at 1430 hour at TUSDEC SkillTech Karachi Office					
	NATURE OF PURCHASE	To hire premises on rent basis at Badin and Thatta					
	EXTENSION IN DUE DATE (If any)	Νο					

NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	04
WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy).	Yes
WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy).	Yes
WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)	
a) SINGLE STAGE – ONE ENVELOPE PROCEDURE	✓
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE.	
c) TWO STAGE BIDDING PROCEDURE.	
d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE.	

- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e., EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY CEO (TUSDEC)
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING Not applicable
- NUMBER OF BIDS RECEIVED 04
- > WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes
- WHETHER INTEGRITY PACT WAS SIGNED Not applicable

PUBLIC PROCUREMENT REGULATORY <u>AUTHORITY (PPRA)</u> (As per rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA – II

<u>To Be Filled and Uploaded on PPRA Website in Respect of All</u> <u>Public Contracts of Works, Services & Goods</u>

- NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS
- NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
 Badin- Mr. Akbar Ali, H.No.47, Ward No.06, Hyder Town, Cantt Road, Badin
 Thatta Mrs. Bhana Mahar, Hashimabad Society, Unit 03, Makli, Thatta
- RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e., 1st, 2nd, 3rd EVALUATED BID).

For Badin District

- 1. Mr. Akbar Ali
- 2. Mr. Muhammad Raees
- 3. Muhammad Amin Memon

For Thatta District

- 1. Mrs. Bhana Mahar
- > NEED ANALYSIS (Why the procurement was necessary?)

For implementation of National Poverty Graduation Programme (NPGP) at District Badin and Thatta, Sindh

 IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE REASONS (Briefly describe)
 Not applicable WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS Yes

	DATE OF CONTRACT SIGNING (Attach a copy of agreement)	16-August-2022 (Badin District) 18-August-2022 (Thatta District)
	CONTRACT AWARD PRICE	PKR 44,660/- per month (Badin District)
\triangleright		PKR 48,480/- per month (Thatta District)
8	WHETHER COPY OF EVALUATION R BIDDERS (Attach copy of the bid evaluation report	Yes
	ANY COMPLAINTS RECEIVED	Νο
	ANY DEVIATION FROM SPECIFICATION FROM SPECIFICATION IN THE TENDER NOTICE/DOCUMENT (If yes give details)	
	DEVIATION FROM QUALIFICATION C (If yes give details)	RITERIA No
	SPECIAL CONDITIONS, If any (Give Brief Description)	Νο

[F.No.2/1/2008PPRA-RA.III]

Documents to be attached with bid

Sr.#	Description	To be filled in by Bidder			
		Attached			
		Yes	No		
1.	Copy of complete set of "Bid Documents" signed/stamped by				
	Bidder				
2.	Ownership proof attached with proposal in the form of any utility				
	bill in the name of bidder				
3.	Form of Bid-Securing Declaration (Format attached as Annexure C)				

Note:

- Rates quoted must include all applicable taxes
- Bid should be valid for a minimum period of 60 days after bid opening
- TUSDEC will not be responsible for any cost or expense incurred by bidders in connection with preparation or delivery of bids
- Each page of bid document will be signed / stamped by bidder

Tender for Hiring of Premises on Rental Basis at Badin and Thatta

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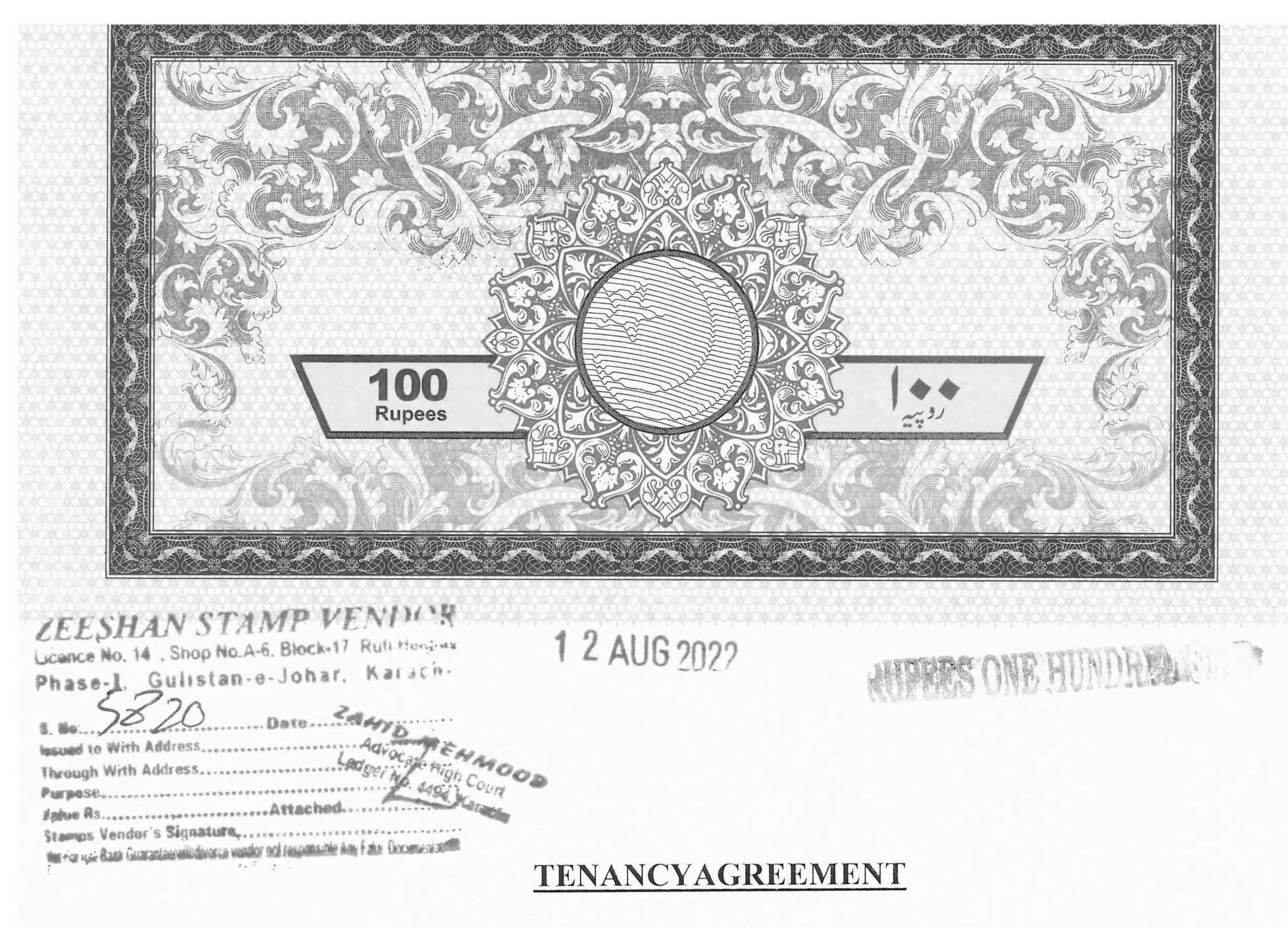
Tender Reference No.TUSDEC/P&O/NPGP/01 Timing 1430 Hrs on July 19, 2022 Venue: SkillTech International Karachi .

Evaluation for Tender# TUSDEC/P&O/NPGP/01

S.No	District	Name Of Owner/Landlord of Premises	Contact Person (Designation)	Contact Number	Bidding documents (Signed/ Stamped)	Utility Bill Attached	Rates with Applicable Taxes	Bid Validity (60 Days)	Bid Securing Declaration Form	Total covered area offered for rent in Sq. Yard	Offered Bid Rate per Sq. Yard (In Rupees Inclusive of all	Monthly Rent Offered (In Rupees Inclusive of all	Remarks	Results
	Badin	Muhammad Raees Near United Hotel Hyderabad Badin	Muhammad Raees		~	~	~	*	1	250	180	45,000	Technically qualified , Financially 2nd Lowest	Being Most
1		Akbar Ali H.No.47, Ward No.06, Hyder Town, Cantt Road, Badin (Sindh)	Akbar Ali		~	1	~	*		290	154	44,660	Technically qualified, Financially Lowest	Advantageous Bidder Landlord Akbar Ali is selected for provision of premises on rent at
		Muhammad Amin Memon Umair Cement & Iron Store Golarchi Road, Badin (Sindh)	Muhammad Amin Memon		~	1	~	~	1	230	200	46,000	Technically qualified , Financially 3rd Lowest	District Badin
2	Thatta	Mrs. Bhana Mahar Hashimabad Society, Unit 03, Makli, Thatta	Mrs. Bhana (Landlord)		~	~	~	,	*	300	161.6	48,480	Technically qualified, Financially Lowest	Being Most Advantageous Bidder Landlord Mrs. Bhana Mahar is selected for provision of premises on rent at District Thatta

LIST OF TENDER DOCUMENT BUYERS

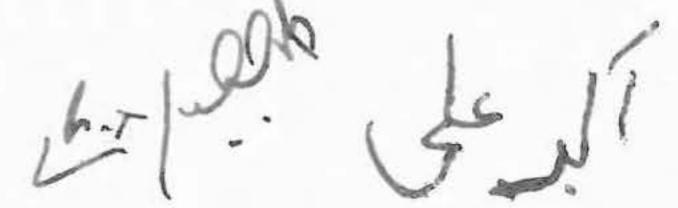
- 1. Mr. Akbar Ali
- 2. Mr. Muhammad Raees
- 3. Muhammad Amin Memon
- 4. Mrs. Bhana Mahar



This Tenancy Agreement is made at **Badin** on this 16th day of August 2022 by and between:

Technology Upgradtaion & Skill Development Company (TUSDEC), a company incorporated u/s 42 of the Companies Ordinance 1984 having its Registered Office at State Cement Corporation Building, Kot lakhpat. Lahore hereinafter referred to as the "LESSEE" (which expression wherever the context so admits shall include and mean its successors and assigns) through its Director (P &O) of the ONE PART.

AND



Mr. Akbar Ali s/o Khair Din Chaudhry (Hereinafter referred to as the "LESSOR" which term shall include its successors in interest and assigns) of the OTHERPART;

WHEREAS THE LESSOR represents that, he is the rightful and beneficial owner in possession of the property situated at House No.47, Ward No. 06, Hyder Town Cantt Road, Badin hereinafter referred to as (the "Property"),

ANDWHEREAS the Lessor want to let and the Lessee agrees to take on space on at House No. 47, Ward No.06, Hyder Town Cantt Road, Badin (<u>290 sq vard covered area</u>) (the "Demised Premises") of the Property, for its Training Centre on the terms and conditions contained herein below.

- i. The Lessor hereby agreed to rent the LESSEE the Demised Premises on monthly rent of **Rs.44,660/-**(Forty Four Thousand Six Hundred and Sixty Rupees) commencing from 16 August 2022 and ending on 15August 2023. After the expiry of the Initial Term, the LESSEE shall be entitled to renewal of the Lease on the same terms & conditions. On the expiry of 1st term the contract maybe extendable with mutual consent of both parties with 10% increase in rates, if agreed by both parties.
- ii. The LESSEE shall make payment in advance on monthly basis.
- iii. The Lessee shall pay are fundable security PKR.133,980/-(Rupees One Hundred Thirty-Three Thousand Nine Hundred Eighty only) after signing the agreement (maximum equivalent to three months rent).
- iv. All payment shall be made by the LESSEE to the LESSOR subject to withholding and other taxes applicable under the law.

- The LESSEE covenants that it shall not under this lease or otherwise, claim ownership rights in the V. Demised Premises or any of the structures already constructed by the LESSOR in the Demised Premises.
- The LESSOR represents that the LESSEE shall be entitled and able to use the Demised Premises for vi. training activities.
- vii. LESSEE shall not be liable for payment of any taxes, duties, levies and outgoing since respect of the Property to the concerned Government Authorities and other Authorities.
- viii. The LESSEE undertakes to carry out all structural and other repairs and to maintain the Demised Premises in good tenant-able condition.
- Both LESSOR and LESSEE shall have the right to terminate the lease on giving one-month prior ix. notice in writing. Upon such termination, no further rent shall be due and the LESSOR shall Immediately refund any un-utilized rent paid in advance by the LESSEE to the LESSOR.
- The LESSEE shall not assign, sublet or part with the possession of the Demised Premises or any part Χ. thereof without the written consent of the LESSOR. However, the LESSOR shall not unreasonably withhold such consent.
- xi. The LESSEE shall be responsible for the watch and ward, security and safety of all its equipment and structure installed at the Demised Premises and the LESSEE can employ/post its own security guard, if so desired. The Lessee shall, not be held responsible for the damage, if any caused to the equipment, structures and installation at the Property due to acts of God or by the elements beyond the control of the parties hereto, unless the same has been caused by the LESSOR, its agents or employees.
- xii. The LESSEE shall permit the LESSOR to enter the Demised Premises at all reasonable hours of the day to inspect the same and to provide reasonable facilities for any reasonable structural repairs to be under-taken by the LESSOR shall give the LESSEE at least 24 hours' notice of his intensions to 14.7/20%: 5 pl make such inspection/repairs.
- xiii. The LESSOR hereby covenants with the LESSEE that subject to the LESSEE performing its obligation hereunder, the LESSEE shall peacefully enjoy use of the Demised Premises without any hindrance or interference from the LESSOR or any Person claiming through, under or in trust of the LESSOR.
- xiv. If the rent hereby agreed shall at any time unpaid by the LESSEE, despite 30 days' notice by the LESSOR to the LESSEE, the LESSOR shall have the right to terminate this Lease and get the premises vacated by the LESSEE.
- If during the term of the Lease, the Property is destroyed or damaged due to structural defects or XV. damaged by earthquake, fire, civil commotion, riots, political disturbances, or similar events whichever, beyond the reasonable expectations of the parties hereto and which make the property on the Premises unusable, the LESSEE at its sole discretion shall have the right to terminate this Lease forthwith.
- Any notice required to be given under this agreement shall be deemed to have been properly XVI. addressed and sufficiently served under the general law of service to the other party at the following

addresses. However, in case of change in the postal address, intimation to this effect shall be given in writing and acknowledgement obtained for the same for the other party.

Contd...P/3



LESSOR Mr.Akbar Ali s/o Khair Din Chaudhry

LESSEE

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Mr. Nabeel Asghar s/o Chaudhry Asghar Ali Designation: Director (P & O) TUSDEC State Cement Corporation Building, Kotlakhpat, Lahore.

- xvii. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, costs, charges and expenses whatsoever which the LESSEE may suffer due to any defects in the title of the LESSOR to Property or on account of any other breach of a covenants/representation/ undertaking contained in this Lease Agreement. All the disputes will be solved through mutual consultations/arbitration.
- xviii. This is agreed between the parties that the LESSEE shall be at liberty to install and remove from the Demised Premises its fixtures and fittings as may be convenient, necessary or required for the Lessee's occupation and use of the Demised Premises from time to time. Any furniture or fixture so installed shall remain the property of the LESSEE, and at the termination of the Lesse, the LESSEE shall be entitled to remove the same provided that the Demised Premises is restored to the same condition as before, subject to the normal wear and tear.
- xix. That the LESSEE shall be fully authorized, at all times, to erect/install and display its advertisement boards/hoardings/signs at the Property. It is further agreed that any taxes and/or cesses in relation to such hoardings/boards/signs installed/erected by the LESSEE shall be borne by the LESSEE.
- xx. That the Lessee may if it so wishes install on the Property a generator for use of the Demised Premises.
- xxi. During the term of this lease, the LESSOR agrees to carry out major repairs or defects (i.e., electrical. plumbing, humidity, structural etc.) at his own cost and in an expeditious manner, when requested by the LESSEE. The LESSEE at his own cost shall undertake all minor repairs (i.e., fused bulbs, faulty switches, leaking taps).
- xxii. The LESSOR warrants that there are no restrictions or impediments in the LESSOR's right to lease the Demised Premises to the LESSEE for purposes set out in this Agreement and all necessary consents of the concerned authorities have obtained by it. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, cost, charges, and expenses whatsoever which the LESSEE may suffer in the absence of any such approvals or for any warranties or representations made in this behalf being untrue or incorrect.

xxiii. The meter readings of various utilities are as given below on the date of handing over of the demised premises

Electricity_		
Gas		
Water		
Telephone		

xxiv. The LESSEE is responsible to pay all utility bills i.e., water, gas, electricity, telephone, Fax, TV Cable Internet etc. regularly on monthly basis for the area under its use.

INWITNESS WHEREOF, the parties have hereunder set their hands on the day and year first above written.

For and on behalf of

For and on behalf of

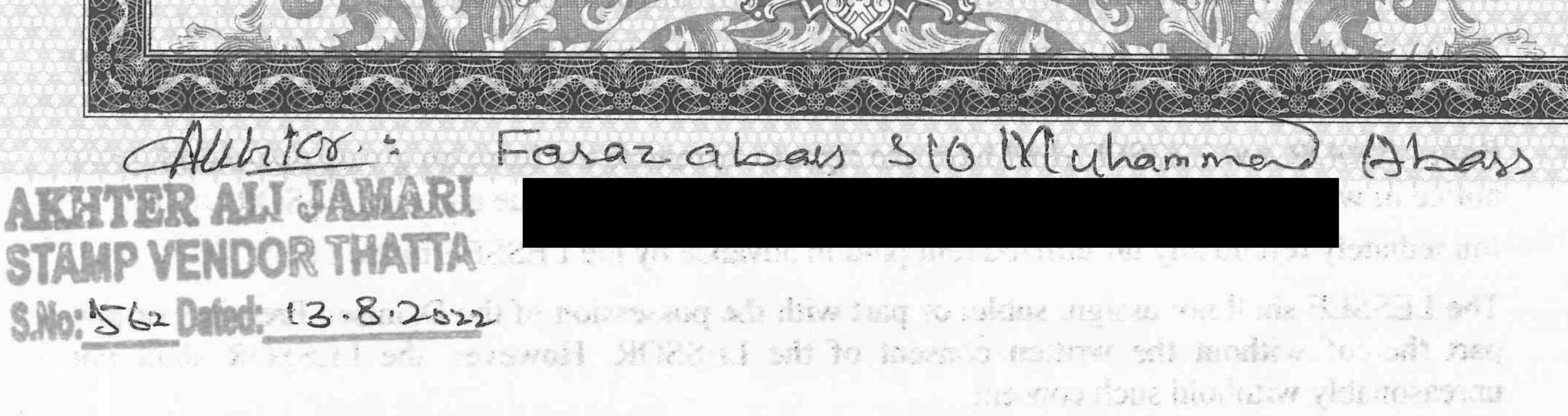
By: LESSOR

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By: LESSEE

Name: AKBAL Ali Name: Mabeel Asghar Designation: Director P20 Designation: Owner CNIC NO .. CNIC NO. Signature: An July Signature: Witness 1 Witness 2 ALEED Name: RATIO KIAZ NALIA Name: CNIC NO ... CNIC NO. Sionature Signature





TENANCY AGREEMENT This Tenancy Agreement is made at <u>Thatta</u> on this 18th day of August 2022 by and between:

Technology Up-gradation & Skill Development Company (TUSDEC), a company incorporated u/s 42 of the Companies Ordinance 1984 having its Registered Office at State Cement Corporation Building, Kot lakhpat, Lahore hereinafter referred to as the "LESSEE" (which expression wherever the context so admits shall include and mean its successors and assigns) through its Director (P & O) of the ONE PART. AND

Ms. Bhana Mahar w/o Mir Muhammad Mahar Here in after referred to as the "LESSOR" which term shall include its successors in interest and assigns) of the OTHER PART; WHEREAS THE LESSOR represents that, he is the rightful and beneficial owner in possession of the property situate dat Unit No.03, Hashimabad Society Makli, Thatta here in after referred to as (the "Property"),

AND WHERE AS the Lessor want to let and the Lessee agrees to take on space on at Unit No.03 Hashimabad Society Makli, Thatta (300 sq yard covered area) (the "Demised Premises") of the Property, for its Training Centre on the terms and conditions contained herein below.

1.

The Lessor here by agreed to rent the LESSEE the Demised Premises on monthly rent of **Rs.48,480/-** (Forty-Eight Thousand Four Hundred and Eighty Rupees) commencing from 18 August 2022 and ending on 17 August 2023. After the expiry of the Initial Term, the LESSEE shall be entitled to renewal of the Lease on the same terms & conditions. On the expiry of 1st term the contract maybe extendable with mutual consent of both parties with 10% increase in rates, if agreed by both parties.

The LESSEE shall make payment in advance on monthly basis.

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iv.

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- The Lessee shall pay are-fundable security PKR.145,440/-(Rupees One Hundred Forty-Five in. Thousand Four Hundred and Forty only) after signing the agreement (maximum equivalent to three months' rent).
 - All payment shall be made by the LESSEE to the LESSOR subject to withholding and other taxes applicable under the law.

- The LESSEE covenants that it shall not under this lease or otherwise, claim ownership rights in the Demised Premises or any of the structures already constructed by the LESSOR in the Demised Premises.
- The LESSOR represents that the LESSEE shall be entitled and able to use the Demised Premises vi. for training activities.
- LESSEE shall not be liable for payment of any taxes, duties, levies and outgoing sin respect of VII. the Property to the concerned Government Authorities and other Authorities.
- viii. The LESSEE undertakes to carry out all structural and other repairs and to maintain the Demised Premises in good tenant-able condition.
- Both LESSOR and LESSEE shall have the right to terminate the lease on giving one-month prior 1X. notice in writing. Upon such termination, no further rent shall be due and the LESSOR shall Immediately refund any un-utilized rent paid in advance by the LESSEE to the LESSOR.
- The LESSEE shall not assign, sublet or part with the possession of the Demised Premises or any X. part thereof without the written consent of the LESSOR. However, the LESSOR shall not unreasonably withhold such consent.
- The LESSEE shall be responsible for the watch and ward, security and safety of all its equipment XI. and structure installed at the Demised Premises and the LESSEE can employ/post its own security guard, if so desired. The Lessee shall, not be held responsible for the damage, if any caused to the equipment, structures and installation at the Property due to acts of God or by thee laments beyond the control of the parties hereto, unless the same has been caused by the LESSOR, its agents or employees. xii. The LESSEE shall permit the LESSOR to enter the Demised Premises at all reasonable hour's of the day to inspect the same and to provide reasonable facilities for any reasonable structural repairs to be under-taken by the LESSOR shall give the LESSEE at least 24 hours' notice of his intentions to make such inspection/repairs.
- The LESSOR hereby covenants with the LESSEE that subject to the LESSEE performing its xiii. 20 obligation hereunder, the LESSEE shall peacefully enjoy use of the Demised Premises without any hindrance or interference from the LESSOR or any Person claiming through, under or entrust of the LESSOR parter is allowed bas hubered out at on just smeet of the street of the the street of the way 061 10 xiv. If the rent hereby agreed shall at any time unpaid by the LESSEE, despite 30 days' notice by the LESSOR to the LESSEE, the LESSOR shall have the right to terminate this Lease and get the If during the term of the Lease, the Property is destroyed or damaged due to structural defects or XV damaged by earthquake, fire, civil commotion, riots, political disturbances, or similar events whichever, beyond the reasonable expectations of the parties hereto and which make the property on the Premises unusable, the LESSEE at its sole discretion shall have the right to terminate this Lease forthwith. (2000 n. Antgia bone boobas H ago I bearand I mail (no T) - (MA St. 84.8) Asgest 2022 and culling on 17 August 2023. After the expiry of the funder for allow been the SSEE Luid No. Any notice required to be given under this agreement shall be deemed to have been properly XVł. addressed and sufficiently served under the general law of service to the other party at the

following addresses. However, in case of change in the postal address, intimation to this effect shall be given in writing and acknowledgement obtained for the same for the other party.

LESSOR Ms.Bhana Mahar Ms.Bhana Mahar w/o Mir Muhammad Mahar

LESSEE

Mr. Nabeel Asghar s/o Chaudhry Asghar Ali Designation: <u>Director (P & O)</u>

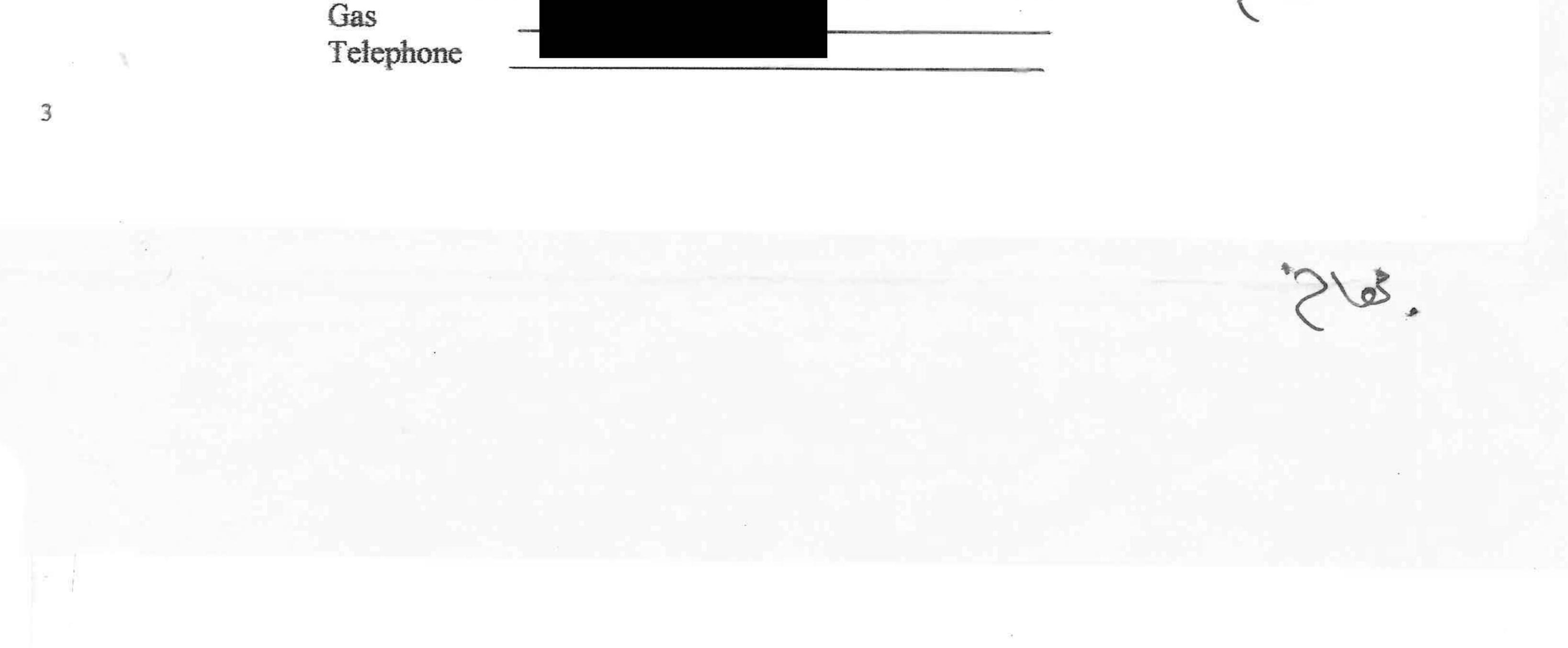
TUSDEC State Cement Corporation Building, Kot lakhpat, Lahore.

xvii. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, costs, charges and expenses whatsoever which the LESSEE may suffer due to any defects in thetitleoftheLESSORtoPropertyoronaccountofanyotherbreachofacovenants/representation/undert akingcontained in this Lease Agreement.

- xviii. All the disputes will be solved through mutual consultations/arbitration.
- xix. This is agreed between the parties that the LESSEE shall be at liberty to install and remove from the Demised Premises its fixtures and fittings as may be convenient, necessary or required for the Lessee's occupation and use of the Demised Premises from time to time. Any furniture or fixture so installed shall remain the property of the LESSEE, and at the termination of the Lease, the LESSEE shall be entitled to remove the same provided that the Demised Premises is restored to the same condition as before, subject to the normal wear and tear.
- xx. That the LESSEE shall be fully authorized, at all times, to erect/install and display its advertisement boards/hoardings/signs at the Property. It is further agreed that any taxes and/ogresses in relation to such hoardings/boards/signs installed/erected by the LESSEE shall be borne by the LESSEE.
- xxì. That the Lessee may if it so wishes installs on the Property a generator for use of the Demised Premises.
- xxii. During the term of this lease, the LESSOR agrees to carry out major repairs or defects (i.e., electrical, plumbing, humidity, structural etc.) at his own cost and in an expeditious manner, when requested by the LESSEE. The LESSEE at his own cost shall undertake all minor repairs (i.e., fused bulbs, faulty switches, leaking taps).
- xxiii. The LESSOR warrants that there are no restrictions or impediments in the LESSOR's right to lease the Demised Premises to the LESSEE for purposes set out in this Agreement and all necessary consents of the concerned authorities have obtained by it. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, cost, charges, and expenses whatsoever which the LESSEE may suffer in the absence of any such approvals or for any warranties or representations made in this behalf being un true or incorrect.
- xxiv. The meter readings of various utilities are as given below on the date of handing over of the demised premises

Electricity

12/03.



The LESSEE is responsible to pay all utility bills i.e., gas, electricity, telephone, Fax, TV Cable / Internet XXV. etc. regularly on monthly basis for the area under its use. The LESSOR is responsible to provide three water tankers on monthly basis for the area under the use of LESSEE.

IN WITNESS WHERE OF, the parties have here under set their hands on the day and year first above written.

For and on behalf of		For and on behalf of
By: LESSOR		By: LESSEE
Name: Bhana Mahar	s	Name: Nabeel Asghar



