



TERMS OF REFERENCE FOR LEASING VACANT OFFICE SPACE

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) is inviting sealed bids for renting out vacant office space (Demised Premises) measuring about **7000 Sq-ft** on 1st Floor in the newly constructed building of NESPAK HOUSE Peshawar (24/B-2) located in the office enclave of Phase-V, Hayatabad with following details:

- First floor comprises of Executive Office, Kitchens, Main Hall and a set of ladies and gents toilets.
- Car parking and Prayer Hall facilities are at basement, and open paved area at rare is allotted for motor cycle parking and canteen facility.
- State-of-art facilities are provided on all floors including Multi-split HVAC system, 2No. Passenger's Lifts, Automatic power back-up, IP-Based Communication system, Fire Alarm and basic Fire Protection system.

Definitions:

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

- "Lessor means the firm or organization who leases the Demised Premises.
- "Lessee" means the firm or organization that holds the lease of the Demised Premises.
- "Demised Premises" means the space or floor or area which is given on lease by the lessor to the lessee.
- "Lease Agreement" means a written agreement in which the lessor allows the use of the Demised Premises for a specific period of the time (term) for specific Monthly Payment, and other terms and conditions.
- "Bidder" means a Firm or Organization that participates in the Bidding process.
- "Monthly Rent" means the sum payable in advance as consolidated monthly rent of the Demised Premises by the Lessee to the lessor.

Terms & Conditions

1. Bids stating the name and details of bidder, contact details alongwith copy of CNIC & NTN of the bidder (If any) in a sealed envelope marked as "Bid for Lease" must reach to the office of Regional Manager (Khyber Pakhtunkhwa), Second Floor, NESPAK House, 24/B-2, Phase-V, Hayatabad, Peshawar at or before 1400 hours September 15, 2021. The Bids shall be opened on the same day and venue at 1500 hours, in the presence of the bidders' representatives who may like to attend.

2. Bids must be accompanied by earnest money in the form of bank Demand Draft or Pay Order not less than two percent (2%) of the bid price in favor of National Engineering Services Pakistan (Pvt.) Limited (NESPAK) Peshawar (the Lessor).
3. Earnest money of all bidders shall be released upon the payment of Security Advance by the successful bidder.
4. The successful bidder shall be required to deposit an amount equal to three (03) times of the Bid Price as Security Advance within seven (07) days of the issuance of Letter of Acceptance. Security sum shall be held by NESPAK (Lessor) during the lease time for recovering any liquidated damage from Lessee and the sum shall be released upon the positive completion of the Lease Agreement.
5. Failure of successful bidder to deposit the Security Advance in amount and time as stated above shall constitute sufficient grounds for the annulment of acceptance of the bid and in such event, NESPAK may choose to accept the second highest bidder or, may re-advertise the Tender.
6. The Second highest bid may be accepted in case of annulment of the first highest bid only if the offer of second bidder is found up to the mark and is also subject to the approval of NESPAK. It is to elucidate that cancelation of offer of the first highest bidder shall not create any automatic devolving of any right to the second highest bidder.
7. Successful bidder shall be invited to enter in to a Lease Agreement for duration of twelve (12) months. After completion of every twelve (12) months period, the Monthly Rent shall be increased at a rate of ten percent (@10%) of the Monthly Rent. The Lease Agreement may be extended upon the approval of written requisition of the Lessee by NESPAK.
8. The Monthly Rent shall be payable in yearly advance and upon signing of the Lease Agreement. In case of default, NESPAK shall be entitled to recover the Rent along with ten percent (10%) of the total amount of rent due as liquidated damages and may also terminate the Lease Agreement subject to issuance of three (03) months' notice in writing.
9. The Demised Premises shall be used for office/business purpose only. Sever and constant disturbance or annoyance to the occupants of adjacent premises or indulgence in any unlawful or immoral activity shall lead to the termination of Lease Agreement.
10. The Demised Premises shall not allowed to be used any sublet party for any purpose under any circumstances. The same shall also not to be used for sale or storage of goods, products and merchandise etc.
11. The Lessor shall provide fully functional installations, fittings and fixtures, in good condition, in the Demised Premises with an inventory list signed by both the parties. Normal wear and tear and

damage caused by "ACT OF GOD", shall be borne by the Lessor. Any damage other than the stated shall be rectified at the cost of lessee.

12. Permanent alternation or addition in the Demised Premises or in existing fixtures and fittings of the Demised Premises shall not be allowed without the written permission of the Lessor. The permitted changes shall be carried out at the risk and cost of lessee. All alternations, installations, additions and improvements made and installed by either party which are of a permanent nature and which cannot be removed without damage to the building shall become the property of the Lessor.
13. Before the last week of the term of the lease or its renewal, the Demised Premises shall be restored to its equivalent condition by the lessee.
14. Displaying of sign-board, name-plate, logo, emblem, insignia, advertisement and neon-signs, flags, etc. placed thereon under and over by the on the external sides of the building shall be prohibited.
15. In case of any complaints from Lessee, NESPAK shall be the final authority to resolve the issues; however one (01) month notice may be issued from Lessee prior to the cancellation of Lease Agreement.
16. Municipal and Government rates, taxes, cesses in respect of leasing shall be applicable.
17. Following services shall be provided by the Lessor and therefore the bidders shall deem to include the prices of these services in Bid Price, which shall be a consolidated Monthly Rent Price against specified requirement of either Ground or First Floor or both:
 - Janitorial Services in both common areas and Demised Premises.
 - General security services.
 - Operation and maintenance of machinery/plants of the building system.
 - Operation and maintenance of lifts.
 - Operation and maintenance of Generators excluding fuels.
 - Reserved car-parking in basement parking area and non-reserved parking in open motorcycle-parking area at rear side.
 - Operation and maintenance of Fire Alarm and Basic Fire Protection System.

Nevertheless, the remittance of following services shall be paid separately by the lessee in Monthly segments:

- Payment against Water and Sanitation (WASA) bills on Pro-Rata basis.
- Payment against Sui-gas bills on Pro-Rata basis.
- Payment against WAPDA energy charges of Demised Premises recorded on check meter or Pro-Rata basis.

- Payment of monthly fuel (Diesel) charges of backup generators on Pro-Rata basis.

18. The Lessor reserves the right to reject / accept any or all bids thereto, in accordance with the provisions of PPRA Rules 2004.

If the above terms and conditions are acceptable to you, submit your Bids with duly sealed and signed TOR, within due time frame. The Bids, without this fulfillment will stand rejected.

Seal & Sign: _____

Bidder's Name: _____

Address: _____

Telephone (Landline): _____

Cell No.: _____

CNIC No.: _____

Regional Manager,

NESPAK House No. 24, Sector B-2, Phase-V,

Hayatabad, Peshawar, Khyber Pakhtunkhwa.

Ph. 091-5823149, 5828478, Fax: 091-5828482

This advertisement has appeared on **NESPAK** (www.nespak.com.pk) and **PPRA** (www.ppra.org.pk) website.