



**BIDDING DOCUMENT FOR RENTAL**  
**AUCTION OF STAFF WELFARE**  
**ORGANIZATION'S PETROL PUMP SITE,**  
**SITUATED AT TUGHLAQ HOUSE,**  
**ADJACENT TO SINDH SECRETARIAT,**  
**COURT ROAD, KARACHI.**

## **DISCLAIMER**

The Staff Welfare Organization, Establishment Division has prepared this Bidding Document for rental auction of petrol pump site situated at Tughlaq House adjacent to Sindh Secretariat, Court Road, Karachi on yearly rental basis for 10 ( Ten) years with no extension. This bidding document does not claim to contain all the information as per government policy/regulations needed to be adhered during auction of the said premises. However, maximum efforts have been made to incorporate available information relevant to the proposed transaction.

The Staff Welfare Organization, Establishment Division does not make any representations or warranties, express or implied as to the adequacy, accuracy, completeness or reasonability of the information contained in this bidding document. No decision should be based solely on the basis of the information provided in this bidding document. The Staff Welfare Organization, Establishment Division, has no liability for any statements, opinions, information provided in this bidding document. The Staff Welfare Organization, Establishment Division shall also have liability for any statements, opinions, information or matters (expressed or implied) arising out of, contained in or derived from, or for any omission, in this bidding document. Furthermore, Staff Welfare Organization, Establishment Division will not be liable for any written or oral communication transmitted to third parties in relation to this bidding document.

## **IMPORTANT NOTE**

All Oil Marketing Companies complying with criteria given in this document are eligible for offering their open bid, hereafter referred to as Bidders. Prospective bidders must ensure submission of all the required documents indicated in this bidding document. Applications received without undertakings, valid documentary evidence, supporting documents and various requirements mentioned in the bidding document can be rejected at any stage prior to signing of Rental Deed/Agreement.

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## **1. INTRODUCTION.**

Staff Welfare Organization is an attached department of the Establishment Division with Headquarters at Islamabad, and Regional Offices at four provincial capitals. The department is headed by Director General. The department is primarily concerned with the provision of welfare services to the Federal Government employees and their dependents.

## **2. PURPOSE OF BIDDING.**

The Staff Welfare Organization, Establishment Division invites applications from well reputed Oil Marketing Companies (OMCs) registered with Security Exchange Commission of Pakistan (SECP) and licensed by Oil & Gas Regulatory Authority (OGRA), Ministry of Petroleum, Government of Pakistan and also with FBR (NTN/STRN) for renting out its petrol pump site situated at Tughlaq House adjacent to Sindh Secretariat, Court Road, Karachi measuring 14256 sq.ft for **10(Ten)** years on yearly rental basis through open competitive bidding process with no further extension.

## **3. TYPE/PROCESS OF OPEN COMPETITIVE AUCTION**

The Oil Marketing Companies (OMCs) complying with the criteria specified in the bidding document shall be invited to participate in the open auction process as per date and time fixed by this Organization. The base/ reserve price shall be Rs.14.4 million per annum (Rs. 1.2 million per month) as worked out by Pak PWD on the basis of market value survey. The bids shall be on annual rental basis and may be raised by multiples of Rs.0.5 million. The open auction procedure shall be followed. The representative of the company would be required to submit special power of attorney with the application (Annex. A) on the prescribed format (Annex. B) along-with National Identity Card for participation in the bidding. The successful bidder shall be liable to sign the tenancy agreement/ deed on the prescribed format (Annex. C) on stamp paper at his own expense within one month of the issuance of the Letter of Acceptance (Annex. D).

The bidding will start from the reserve price, and the following terms & conditions will apply to the bidding:

- i. An ascending English (numeric) auction will be carried out starting from the reserve price;
- ii. Any raise to the price after the reserve price shall not be less than the minimum raise i.e. Rs.0.5 million;
- iii. Only the Bidders or their authorized representatives will be allowed to call a bid, and it will be assumed that authorized representatives have instructions and full authority to call the bid and legally bind the Bidders;
- iv. All bids made by the Bidders will be recorded on a record sheet;
- v. The bidding will conclude when the highest bid is received, and subsequently, no other bid surpasses the amount of this bid;
- vi. Thereafter, all Bidders will be called to sign the record sheet, and failure of any Bidder to sign the sheet shall not in any way invalidate the contents and/or effects of the record sheet;
- vii. The SWO will announce the identity of the highest bidder. Following this announcement, the auction will conclude for the property, and no subsequent bids shall be made for the property;
- viii. The declaration of the highest bidder shall in no way constitute acceptance of the highest bidder's bid.

- ix. The bidder shall comply with any other procedural requirements as communicated by the SWO prior to the Auction

#### **4. BIDDING ELIGIBILITY/QUALIFICATION CRITERIA**

Only registered oil marketing companies with experience in managing petrol pumps and allied services shall be eligible to participate in the open auction.

Prospective Bidders must comply with the following criteria and provide the documentary proof for scrutiny in order to qualify for the auction:

- a) Company profile including experience of running petrol pumps and allied services;
- b) Attested copy of registration with Security Exchange Commission of Pakistan (SECP);
- c) Attested copy of Registration with FBR for income tax/sales tax etc.;
- d) Attested copy of Certificate of Authorization/registration with Oil & Gas Regulatory Authority (OGRA) of the Ministry of Petroleum, Government of Pakistan;
- e) Bidders must not have been debarred or blacklisted by any of the provincial or federal government departments for corrupt and fraudulent practices and /or consistent performance failure and shall submit an affidavit on the prescribed format (Annex. E) making this declaration.
- f) Bidders must not have a conflict of interest to be certified on stamp paper and any bidder found to have such a conflict may be disqualified at any time prior to the issuance of the Letter of Acceptance.
- g) Special Power of Attorney in favour of authorized representative and two attested copies of the individual's CNIC;
- h) Submission of bid security with the application in the form of Demand Draft/Pay Order amounting Rs.1,500,000/- (Rupees one million and five hundred thousand only)

#### **5. BID SECURITY:**

The Bidder shall furnish the Bid Security as under:

- a) For an amount of Rs. Rs.1,500,000/- (Rupees one million and five hundred thousand only)
- b) Denominated in Pak Rupees;
- c) At the time of submitting application;
- d) In the form of Demand Draft/Pay Order in favor of "Drawing & Disbursing Officer, Headquarters, Staff Welfare Organization, G-6 Sector, Aabpara, Islamabad and have a minimum validity period of one hundred and twenty days from the date of open bidding.
- e) The bid security shall be returned to the unsuccessful bidders within seven working days.
- f) The bid security submitted by the successful bidder shall be adjusted with the advance rent without any profit, markup or interest etc. thereon.

#### **6. CONTRACT DURATION:**

The contract duration shall be for a period of Ten (10) years on payment of advance yearly rental basis with no further extension. A maximum grace/mobilization period of six months from date of possession shall be allowed to the highest bidder for erecting building structure on petrol pump site/obtaining requisite NOCs. The First Year Annual Rent shall be reckoned

from the last date of grace period or operationalization of the petrol pump whichever is earlier. The company will have to establish the petrol pump with its own resources and will have to operate it by itself including allied services. No subletting of the premises or running the pump through agent/dealer will be allowed.

## **7. PAYMENT DETAILS:**

- a) The successful bidder shall be required to deposit full amount of one year advance rent within one month of the receipt of Letter of Acceptance. Furthermore, this Organization shall enter into the Rental Deed/ Agreement only upon payment of complete advance rent within the stipulated time period.
- b) In case the highest bidder fails to deposit full amount of one year advance rent within the stipulated period, the bid security deposited with this Organization shall be forfeited.
- c) The lessee shall deposit Six (6) months' rent as an interest free "Security Deposit" within 30 days of the issuance of a Letter of Acceptance, along with the advance rent in the form of an unconditional, irrevocable bank guarantee issued by a scheduled bank in Pakistan. The security deposit shall be equal to six months' rent for the property and shall be valid for an initial term of 12 months and liable to be renewed at least two months in advance of its expiry for a further term of twelve (12) months for each year of the term of this lease for an amount equal to six months total rental payments made to the lessor by the lessee in the preceding year, provided that the bank guarantee in the last year shall be extended for a further period of six months to keep the bank guarantee valid for six (6) months after the expiry of the Lease Term.
- d) The successful bidder shall be liable to deposit advance rent of subsequent years before the expiry of each year of lease term, failing which a surcharge of 1.5% per month of the outstanding amount until full payment is made shall be levied. If default continues for more than two months, lessor reserves the right to take action including sealing of property and/or disconnection of utilities. If the default continues for more than six months the lease shall be automatically terminated and the lessor shall have the right to enter upon and repossess the property.
- e) The successful bidder shall be solely responsible for payment of any applicable and/or future taxes resulting from the lease of property including but not limited to withholding Tax, Capital Value Tax, Stamp Duties and any other expenses
- f) The rent shall be increased annually @10% compound basis.

## **8. BID VALIDITY**

The offer shall have a minimum validity period of one hundred and twenty days from the date of open auction.

## **9. BLACKLISTING**

If the successful bidder indulges in any of the following activities it will be blacklisted adopting the mechanism laid down in PPRA rules, 2004; amended from time to time.

- (a) Acted in a manner detrimental to the public interest or good practices;
- (b) Consistently failed to perform his obligation under the contract;

- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt and fraudulent practices.
- (e) Failure in handing over of possession immediately after / on expiry of the contract/rental deed / agreement.
- (f) Non-depositing of yearly advance rent.
- (g) Non-clearance of outstanding dues.

## **10. GENERAL TERMS & CONDITIONS OF THE OPEN AUCTION**

- I. Applications received after due date and time shall not be entertained and will be returned to the bidder(s);
- II. The bidders providing unsubstantiated and/or incorrect information will be liable to legal action and disqualification;
- III. All pages of application must be properly signed and stamped. Any overwriting may result into the rejection of bid.
- IV. Bidders must not have a conflict of interest and any bidder found to have such a conflict may be disqualified at any time prior to the issuance of Letter of Acceptance.
- V. In case the highest bidder fails to sign the contract after being declared the highest bidder, the bid security deposited by him will be forfeited.
- VI. All the proceedings shall be conducted as per the provisions of PPRA rules as amended from time to time.
- VII. After expiry of the rental period the complete site along with buildings, equipment and installations etc. will become the property of Staff Welfare Organization and will be handed over to Staff Welfare Organization in running condition.
- VIII. The bidder shall not sublet the petrol pump to any other party.
- IX. Telephone, electricity and all other utility connections shall be installed by the tenant on his own expense without involving SWO.
- X. SWO reserves the right to reject any or all bids and to annul the bidding process at any time prior to the award of contract without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for Committee action. In case of dispute, the decision of the sole arbitrator nominated with mutual consent of the lessor and lessee at the time of signing Rental Deed/Agreement shall be final and binding on both the parties. In case of non-agreement, the provisions of the Arbitration Act, 1940 or as amended and re-enacted from time to time shall be employed. The seat of arbitration shall be Islamabad. Each party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision /award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.

## **11. SUBMISSION CRITERIA& SCHEDULE**

The prospective bidders shall submit their application along with all essential documents in sealed envelope addressed to: Director (IM&E), Headquarters, Staff Welfare Organization, Sector G-6, Aabpara, Islamabad on or before the last date/time fixed for submission. Envelope should be marked as "Confidential". The applications on receipt shall be evaluated by the scrutiny committee as per prescribed eligibility criteria. The eligible applicants shall be assigned unique bidding number along with the acknowledge receipt of bid security issued by SWO (Annex. F) and shall be informed through letter/email to

participate in the open bidding on scheduled date. Ineligible OMC(s) shall also be informed of their ineligibility through letter/email after scrutiny of their documents as per eligibility criteria.

## **12. AWARD OF CONTRACT**

Letter of Acceptance shall be issued to the successful bidder with a copy of Specified Rental Deed/Agreement. The successful bidder will have to sign the Agreement on stamp paper with the Staff Welfare Organization, Establishment Division which will be registered in the office of the concerned Sub-Registrar, Board of Revenue/ lawful authority by the successful bidder at his own expense prior to taking over the site.

## **13. CLARIFICATION**

A prospective bidder requiring any clarification of the Bidding Document may approach the DG, Staff Welfare Organization, Islamabad in writing or by email at the DG official email address: [directorgeneral@swg.gov.pk](mailto:directorgeneral@swg.gov.pk), at least 7 days before the auction date. The DG will within three (3) working days respond in writing or through electronic means to any requests for clarification received not later than seven (7) days before the auction day and all such clarifications shall be shared with all bidders.

## **14. REDRESSAL OF GRIEVANCES**

The OMCs declared ineligible may file a complaint with justification/ documentary proof before the Grievances Redressal Committee constituted for the purpose (Annex. G) through chairman of the committee; Mr. Miran Mohyuddin Soomro, Joint Secretary(Training), Establishment Division, contact number: 051-9103670 and official email [jst@establishment.gov.pk](mailto:jst@establishment.gov.pk). The Grievance Redressal Committee shall evaluate and decide complaints in accordance with terms and provisions enlisted in Rule (27) of Disposal of Public Assets Regulations, 2024 and/or Rule (48) of PPRA Rules, 2004 whichever is applicable at the time of evaluation of said complaints.

## **15. SITE VISIT**

Prospective bidders may visit the site at any time during office hours prior to the auction. To arrange the site visit, prospective bidders may contact the designated person i.e. Chief Welfare Officer, SWO Regional Office, Karachi through contact No.021-99203312 at least one (01) working day prior to the auction. The Google imagery of SWO Petrol Pump Site is also available on [www.swg.gov.pk](http://www.swg.gov.pk) and [www.ppra.com](http://www.ppra.com) and is also attached herewith at (Annex. H).

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**APPLICATION SUBMISSION FORM**

To:

**The Director (IM&E),**  
Headquarters, Staff Welfare Organization,  
Sector G-6, Aabpara, **Islamabad.**

1. We (Name and Address of the bidder), having read, understood and accepted the bidding document including the Addendum (s), if any, offer to participate in the open auction for lease of the SWO-owned petrol pump site situated at Tughlaq House adjacent to Sindh Secretariat, Court Road, Karachi in conformity with your Bidding Document.
2. We undertake that our bid shall have a minimum validity period of one hundred and twenty days from the date of auction for submission of the bid and may be accepted at any time before the expiration of that period.
3. We undertake that in case of being successful bidder, we shall carry out the obligations prescribed in the Terms and Conditions of the contract. We undertake to pay the Advance rent and **Security Deposit** and to give satisfactory assurance of our ability and intention, for signing and execution of the Contract in accordance with the terms and conditions contained in the bidding document.
4. We undertake to be bound by the bid offered and the Letter of Acceptance, which shall constitute a contract, until execution of the formal contract.
5. We undertake to be bound by the bid offered and the **Letter of Acceptance**, which shall constitute a contract, until execution of the formal contract.
6. The proof of bid security amounting to Rs.1,500,000/- (Rupees one million and five hundred thousand only) is attached in the shape of Bank draft/ pay order No. \_\_\_\_\_ Dated \_\_\_\_\_

**BIDDER**

Signature \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**WITNESS-I**

Signature \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**WITNESS-II**

Signature \_\_\_\_\_  
CNIC No. \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**Note: This application form should be on the letter head of the Bidder.**

**POWER OF ATTORNEY**

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[Draft of Special Power of Attorney for companies, firms etc., to be printed on stamp paper, signed, and notarized. Copy of CNIC of Attorney should be attached.]

**SPECIAL POWER OF ATTORNEY**

KNOW BY ALL MEN BY THESE PRESENTS that by this Power of Attorney \_\_\_\_\_ [Insert name of Bidder] having its registered office at \_\_\_\_\_ does hereby nominate, appoint and authorize \_\_\_\_\_ [*•Insert name of attorney*] daughter of/wife of/son of \_\_\_\_\_ resident of \_\_\_\_\_ holder of CNIC Number \_\_\_\_\_ (the "Attorney", whose specimen signature appears below) on behalf of \_\_\_\_\_ [*•Insert name of Bidder*] and his/her name to:

1. sign and submit to the Staff Welfare Organization, Establishment Division, Government of Pakistan or its authorized nominee all documents and instruments required for participating in the lease of the vacant parcel of land measuring 1584 square yards (i.e. 14,256 square feet) located at Tughlaq House, Adjacent to Sindh Secretariat, Court Road, Karachi ("**Property**").
2. participate and bid during the bidding process for purchase of the Property and sign any record sheet established by the Staff Welfare Organization, Establishment Division, Government of Pakistan in relation to the bidding process, and
3. do any carry out all other actions as may be required by the Staff Welfare Organization, Establishment Division, Government of Pakistan in connection the bidding and lease of the Property.

\_\_\_\_\_ [*•Insert name of Bidder*] does hereby ratify and confirm whatever the Attorney shall do by virtue of these presents.

Dated \_\_\_\_\_

\_\_\_\_\_ [*•Insert name of Bidder*]

\_\_\_\_\_ Specimen signature of Attorney (copy of CNIC attached)

Witnesses:

1. \_\_\_\_\_

2. \_\_\_\_\_

**DRAFT RENTAL DEED/AGREEMENT FOR THE SWO PETROL PUMP SITE LOCATED AT  
TUGHLAQ HOUSE, COURT ROAD KARACHI**

**THIS** Rental Deed made at Islamabad this \_\_\_\_\_day of\_\_\_\_\_ (Month),\_\_\_\_ (Year) between , Establishment Division, Staff Welfare Organization (hereinafter called "the Lessor" with expression shall where the context permits, include its successors and assigns) on the One Part and M/S\_\_\_\_\_, an Oil Marketing Company(OMC) licensed by Government of Pakistan and registered with OGRA/ F.B.R having main office at\_\_\_\_\_ and a branch at\_\_\_\_\_ (hereinafter called "the Lessee" which expression shall, where the context so permits, include its successors and assigns) of the Other Part.

**2. WHEREAS** by virtue of transfer of Petrol Pump site to SWO vide M/O Housing & Works O.M dated 25.5.2023, the Lessor being a federal government entity is the owner of all the pieces or Parcel of land measuring 14,256 sq. feet or thereabouts situated at Court Road, Tughlaq House, bounded North by Hashim Gazdar Road South by Shahrah-e-Iraq (Kings Way) East by Court Road and West by Tughlaq House (hereinafter called "the said plot").

**3. AND WHEREAS** by virtue of open competitive bidding held on \_\_\_\_\_ and the lessee being the highest bidder, the lessor enters into this agreement with the lessee for tenancy rights of the said plot for a period of Ten (10) years with no further extension on payment of advance yearly rental basis. The company will establish the petrol pump including allied facilities with its own resources and will have to operate by itself. No subletting of the premises or running the pump through agent/dealer will be allowed.

**4. NOW THIS DEED WITNESSETH:**

The Lessor hereby Demises unto the Lessee the said plot together with all ways, passages and appurtenances whatsoever to the said plot belonging or therewith usually held or enjoyed and together also with the right for the Lessee to install erect and maintain in and open the said plot roadways and pathways and underground petrol tanks and petrol delivery pumps connected with the said petrol tanks and shelter for an attendant and any other building erection of equipment whether of a permanent or temporary nature for the purpose of storing selling or otherwise carrying on trade in petrol or petroleum products oil and kindred motor accessories **AND** together with the rights to use the said plot at all times and for all purposes mentioned herein TO HOLD the said plot unto the Lessee for a term commencing from the handing over of site and ending on the expiry of lease period at a monthly rent of Rs.\_\_\_\_\_ payable in the manner following that is say the Lessee has paid to the Lessor a sum of Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_) being advance rent for the

first year of the term after the grace period herein granted (receipt of which sum the Lessor hereby acknowledged) and the balance of the rent shall be payable by the Lessee to the Lessor on yearly basis with 10% increase each year on compound basis.

**5. THE LESSEE covenants with the Lessor as follows:-**

- a) To pay the rent at the time and in the manner aforesaid.
- b) To submit bank guarantee for the security deposit which shall be equal to six months' rent for the property and shall be valid for an initial term of 12 months and liable to be renewed at least two months in advance of its expiry for a further term of twelve (12) months for each year of the term of this lease for an amount equal to six months total rental payments made to the lessor by the lessee in the preceding year, provided that the bank guarantee in the last year shall be extended for a further period of six months to keep the bank guarantee valid for six (6) months after the expiry of the Lease Term. The security deposit shall remain with the lessor till six months after the expiry of the lease term and may be applied to cover any outstanding payments or liabilities of the lessee. Any remaining amounts shall be returned to the lessee after final accounting.
- c) The successful bidder shall be liable to deposit advance rent of next year before expiry of each year of the lease term. Failing which, a surcharge of 1.5% per month until full payment is made shall be levied. If default continues more than two months, lessor reserves the right to take action such as for sealing of the property and other action.
- d) In case of dispute, the decision of the sole arbitrator nominated with mutual consent of the lessor and lessee at the time of signing Rental Deed/Agreement shall be final and binding on both the parties. In case of non-agreement, the provisions of the Arbitration Act, 1940 or as amended and re-enacted from time to time shall be employed. The seat of arbitration shall be Islamabad. Each party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision /award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.
- e) To obtain and renew all necessary licenses and permits and to pay all licenses and other fees and cases levied in respect of the said plot by reason of it being used for storing, selling or otherwise carrying on trade in petrol, petroleum products oil and other allied facilities and to observe and perform all local police and municipal rules and regulations in connection with such use without involving Staff Welfare Organization.
- f) A maximum grace/mobilization period of six months from date of possession is allowed for erecting building structure on petrol pump site/obtaining requisite NOCs. The first years advance rent shall be reckoned from the last date of grace period or operationalization of the petrol pump whichever is earlier.
- g) To install telephone, electricity and all other utility connections on his own expense without involving SWO.

- h) To pay all charges for telephone, gas and electricity or water etc. consumed in or upon the said plot as shown by the separate meter or meters thereon to be installed by Lessee and to pay the rent of such meter or meters and the bid offered shall be exclusive of such charges.
- i) To pay all the government taxes including income tax etc. to the concerned department without involving Staff Welfare Organization.
- j) To indemnify and to keep indemnified the landlord against all claims, demands, suits, decrees and awards whatsoever which may be brought or passed against the Landlord by reason of any damage caused to any adjoining owners or occupants and others by reason of any explosion or other accident consequent upon such uses of the demised premises as aforesaid.
- k) To handover the complete site along with buildings, equipment and installations etc. in running condition after the expiry of rental period which will become the property of Staff Welfare Organization.
- l) Not to sublet the petrol pump venue to any other party.
- m) To permit the Lessor and its agents duly authorized by it to enter into and upon the said plot at all reasonable times for the purpose of viewing the condition of the said plot.
- n) The Lessor may terminate this Lease under any one of the following conditions:
- i. if the Lessee fails to pay any instalment of rent or other amounts due under this Lease within sixty (60) days of the due date, and such default continues for a period of thirty (30) days after written notice from the Lessor;
  - ii. if the Lessee breaches or violates any material term or condition of this Lease, including but not limited to the use of the Property for unauthorized purposes, failure to comply with subleasing provisions, or non-compliance with environmental and safety regulations, and fails to cure such breach within thirty (30) days of receiving written notice of the breach;
  - iii. if the Lessee fails to obtain necessary licenses, permits, and approvals for setting up the petrol pump within the grace period of six months.
  - iv. becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which under the applicable laws has a similar effect to any of these acts or events;
  - v. If the Lessee's operations result in an environmental hazard or contamination, and the Lessee fails to remedy such condition within the time specified by the relevant authorities or the Lessor.
    - gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or thing of value, as an inducement or reward:
    - for doing or forbearing to do any action in relation to the Lease; or,
    - for showing or forbearing show favour or disfavour to any person in relation to the Lease;
  - vi. The Lessee is in breach of a covenant, representation or warranty made under this Lease

- vii. Force Majeure Event subsists for a period longer than ninety (90) days and the Lessor has reached a conclusion that such event can no longer be cured.
- o) It is understood that if the company is indulged in following activities it will be blacklisted:
- Acts in a manner detrimental to the public interest or good practices;
  - Consistently fails to perform his obligation under the contract;
  - Indulges in any corrupt and fraudulent practices.
  - Fails in handing over of possession immediately after / on expiry of the contract/Rental Deed/Agreement.
  - Non-depositing of yearly advance rent.
  - Non-clearance of outstanding dues.

**6. Provided always and it is mutually agreed as follows:-**

- (a) The Lessee shall be at liberty to construct, fix, erect in or upon or fasten to the said petrol pump plot office and trade fixtures and fitting such as screen, counters, partitions, benches, shelves, lockers, and sun blinds and gas and electric fittings with other allied facilities.
- (b) The Lessee shall be at liberty to affix, place and display name boards, signboards, advertisement boards and advertisements or signs of any nature whatsoever in relation to its business to in upon or any part of the said plot.
- (c) The Lessee shall be at liberty to terminate this lease by giving to the Lessor three month notice in writing. Upon termination, the lessor shall pay to the lessee three months' rent as liquidated damages. The lessee shall vacate the property and return possession to the lessor within notice period and shall remain liable for all payments due under the lease upto the effective date of termination including rent, taxes and penalties.
- (d) In the event of the said plot being required by the Government for any purpose whatsoever the Lessor shall be entitled to terminate the tenancy at any time during the currency of term thereof giving three months' notice in writing to the Lessee and the Lessee shall not be entitled to any compensation whatsoever on account of such termination.
- (e) To sign and register Rental Deed/Agreement at Islamabad.
- (f) In case of non-agreement, the provisions of the Arbitration Act, 1940 or as amended and re-enacted from time to time shall be employed. The seat of arbitration shall be Islamabad. Each party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision /award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.
- (g) In case of expiry of lease agreement or termination of lease agreement, delay in handing of the possession of the plot to the lessor, the lessee shall be liable for payment of liquidated damages equal to double of the monthly rent on pro-rata basis in addition to blacklisting.

In witness whereof the parties have hereunto executed this deed on the day and year first above mentioned.

Signed for and on behalf of

The said Staff Welfare Organization, Establishment Division (Lessor)

By \_\_\_\_\_

In the Presence of \_\_\_\_\_

Signed for and on behalf of

The \_\_\_\_\_ (Lessee)

By \_\_\_\_\_

In the Presence of \_\_\_\_\_

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LETTER OF ACCEPTANCE

Subject: **LETTER OF ACCEPTANCE OF BID**

Dear Sir/Madam:

With reference to the above subject, we are pleased to inform you that the Staff Welfare Organization(SWO), Establishment Division hereby accepts your bid for Property measuring [14256 sq.ft] situated at [Court Road, Tughlaq House, Karachi] amounting to [•]/year ("**Rent**") made on [•] at [•]. This acceptance is in accordance with the terms, provisions, and stipulations contained in the documents collectively referred to as the Bidding Documents.

This acceptance will be valid for a maximum period of one (1) month from its issuance during which you are required to deposit the advance rent amounting to one-year's Rent, failing which the LOA may be cancelled. Upon deposit of the advance rent, you will be required to sign and execute the Rental Deed/Agreement as per the prescribed conditions.

The issuance of the LOA is subject to the following terms and conditions:

- 1. Advance Rent within 30 days of issuance of LOA:** The Successful Bidder agrees to pay the advance rent in accordance with the Rental Deed/Agreement within thirty (30) days of the Letter of Acceptance (LOA) being issued by the SWO.
- 2. Rental Deed/Agreement:** The Successful Bidder agrees to sign the Rental Deed/Agreement no later than thirty (30) days of the issuance of the Letter of Acceptance (LOA) by the SWO.
- 3. Binding Obligations:** The Successful Bidder acknowledges and agrees to be bound by all rules and regulations of the SWO, both present and future including all terms and conditions outlined in the Bidding Document including its development obligations. The Successful Bidder further acknowledges and agrees that all instructions issued by the SWO from time to time shall be binding and shall be complied with promptly.
- 4. Development Obligations:** The Successful Bidder agrees to fulfil all development obligations as specified by the SWO in the Auction Documents within the designated timeframe.
- 5. Disclaimers:** The Successful Bidder acknowledges and understands that the SWO does not warrant or guarantee any specific outcomes or results arising from the Auction or subsequent transactions.
- 6. No rights in rem:** The Successful Bidder acknowledges and confirms that the LOA is only a contractual right and does not operate to create any rights in the Property.
- 7. Acknowledgment:** The Successful Bidder covenants that it shall not market or purport to create any third-party interests in respect of any of its rights granted pursuant to the LOA and that it shall not sell, assign, transfer or convey any of its rights and/or obligations under this LOA to any third-party except with the written consent of the SWO/ Establishment Division.
- 9. Representations and Warranties:** The Successful Bidder represents and warrants that all information provided to the SWO is true, accurate, and complete to the best of their knowledge, and that they have the legal capacity and authority to enter into and perform the obligations under the Rental Deed/Agreement and the Auction Documents.

11. **No Blacklisting:** The Successful Bidder warrants that they have not been blacklisted or barred from participating in auctions by any regulatory authority or government body, and that they are not aware of any circumstances that would prevent them from fulfilling their obligations under the Rental Deed/Agreement and the Auction Documents.

In the event that the above-mentioned terms and conditions of the LOA are violated, the SWO reserves the right to revoke and cancel the LOA at its sole discretion.

Yours truly,

Director General  
Staff Welfare Organization, Establishment Division,  
Government of Pakistan

**AFFIDAVIT**

*[To be printed on Stamp Paper of PKR 1200, duly attested by oath commissioner.]*

**Name:** \_\_\_\_\_

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by the Staff Welfare Organization, Establishment Division, Government of Pakistan at any time if it deems necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the Staff Welfare Organization, Establishment Division, Government of Pakistan deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the Staff Welfare Organization, Establishment Division, Government of Pakistan. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by any Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Failure to adhere to any of the commitments made in this rental deed agreement, SWO reserves the right to initiate process for blacklisting the firm.

*[•Name of the Bidder Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

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ACKNOWLEDGEMENT RECEIPT OF BID SECURITY BY STAFF WELFARE ORGANIZATION,  
ESTABLISHMENT DIVISION, GOVERNMENT OF PAKISTAN

**In the name of: [Name of Bidder/Developer]** \_\_\_\_\_

**CNIC /Co. Reg No. (SECP)[of the Bidder/Developer]** \_\_\_\_\_

**Resident of [Address of Bidder/Developer]** \_\_\_\_\_

**Receipt of Bank/Pay Order/demand draft No.**  
\_\_\_\_\_

**Dated:**

**Drawn on** \_\_\_\_\_ **[Name of Bank]** \_\_\_\_\_

**for Rs.** \_\_\_\_\_

Is hereby acknowledged for participation in Auction of the SWO Petrol Pump Site as per the following details:

**Name of Authorised Representative:** \_\_\_\_\_

**Unique Bidding Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **[Date of Auction]**

**Time of Auction:** \_\_\_\_\_

**Name and designation of Staff Welfare Officer Organization, Establishment Division, Official:**

**Mr. [•]**

**[•] Insert Designation**

**Note:** The applicant is requested to fill in the above details in line with application and leave the signature part.

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GOVERNMENT OF PAKISTAN  
CABINET SECRETARIAT  
ESTABLISHMENT DIVISION  
\*\*\*\*\*

No.3-6/2023-Admn-III

Islamabad the 11<sup>th</sup> September, 2024**OFFICE ORDER**

The Secretary Establishment Division has been pleased to constitute a special Grievances Redressal Committee comprising the following for the auction of Staff Welfare Organization's Petrol Pump site situated at Court Road, Karachi: -

- |     |                            |          |
|-----|----------------------------|----------|
| i   | Joint Secretary (Training) | Chairman |
| ii  | Deputy Secretary (E-I)     | Member   |
| iii | Deputy Legal Advisor       | Member   |

Asstt. Director S.W.Org  
DY NO. 119/2024  
Date: 11/9/2024  
Islamabad

529  
By No. 119/2024  
Date: 11/9/2024  
Office S.W.O. Islamabad

(Sarang)  
Section Officer (Admn-III)  
Tele: 051-9103488

## Distribution:

- i. SPS to Secretary, Establishment Division.
- ii. APS to Special Secretary, Establishment Division.
- iii. APS to Sr. Joint Secretary (Admn), Establishment Division.
- iv. Joint Secretary (Training), Establishment Division.
- v. Deputy Secretary (E-I), Establishment Division.
- vi. Deputy Legal Advisor, Establishment Division.
- ✓ vii. Director General, Staff Welfare Organization, Islamabad.

Google Imagery (Coordinate Search): V249+CV9 Pakistan State Oil (PSO) - Gasoline Inn, Burns Road, Karachi, Karachi City, Sindh

