***Tender Fee: Free of Cost***



**Hiring of A Building on Rent**

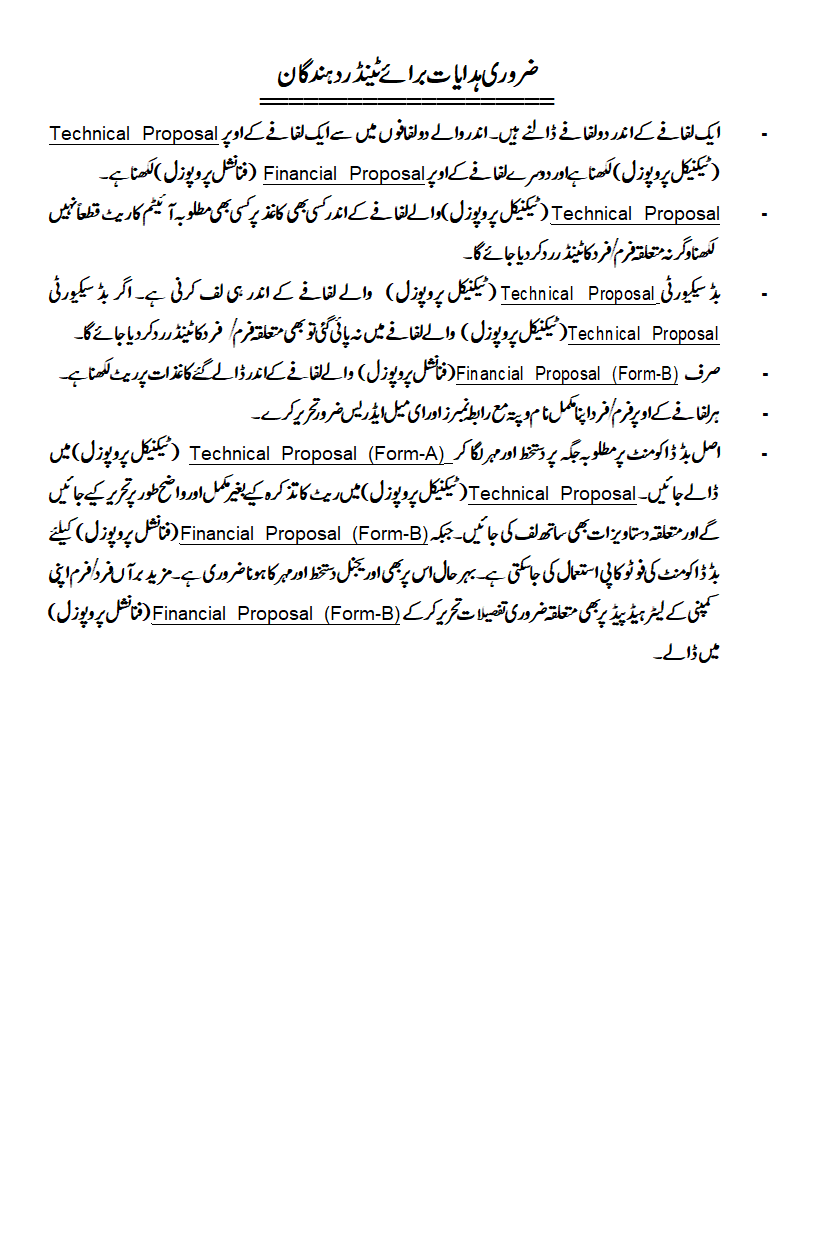
Single Stage Two Envelope

(In-line with PPRA rules)

**office of the director p&d wing**

University of the Punjab, Quaid-e-Azam Campus, Lahore.

Tel: 042-99231118, Email: director.pnd@pu.edu.pk



**INSTRUCTION TO BIDDERS (ITB)**

2.1 **Bidding Details**

i. University of the Punjab requires a building on rent initially for a period of **3 years** extendable subject to the requirement of university by adopting Single Stage Two Envelopes procedure of PPR-2014. The intended building will be used as sub-campus of the university. The building should have the minimum **covered area of 20,000 sq. ft.** with a proper parking place and preferably be located at the primary location of the city “**Gujar Khan**” with easy access to major transport routes.

ii. Interested owners/parties registered with Tax Authorities and not blacklisted / not in litigation with any government institution should submit their sealed offers / bids in one envelop stating of covered area, facilities available and demand of monthly rent (inclusive of all government taxes), phone number and address.

iii. All bids must be accompanied with Bid Forms, Affidavits, etc. and must be submitted to the Office of Director, P&D Wing, Punjab University, New Campus, Lahore on or before **26.06.2024** not later than **10:30 (a.m.) (Wednesday).** The bids will be publicly opened at Committee Room of P&D Wing, 1st Floor, Accounts Department, Main Admin Block, on same date at **11:00 (a.m.)**.

iv. The bidder must submit bids on the basis of complete requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered.

**2.1.1 Correspondence Address**

i. The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

|  |  |
| --- | --- |
| **Primary Contact**  TREASURER, UNIVERSITY OF THE PUNJAB  NEW CAMPUS/QUAID E AZAM CAMPUS, LAHORE.  PH: 042-99231549 | **Secondary Contact**  PROJECT DIRECTOR (POTHOHAR CAMPUS)  P&D WING, NEW CAMPUS, UNIVERITY OF THE PUNJAB, LAHORE.  PH-NO: 042-99231118 |

ii. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

iii**.** University of the Punjab will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

**2.2 Documents to be submitted with Bid:**

Following documents are required to be attached with Bid. These documents may be submitted as part of General Proposal (Envelop marked General Proposal).

|  |  |
| --- | --- |
| a. | Copies of Ownership/Property Documents |
| b. | Copy of Approved Site-Plan or any supporting document. |
| c. | Copy of Valid CNIC of Owner/Authorized Person |
| d. | NTN, GST & SST (if Available) |
| e. | Power of Attorney (If Applicable) |
| f. | Bank Account Number of Owner |
| g. | Building fitness certificate or any supporting document. |
| h. | Undertaking on Legal stamp paper of Rs.3000/- certifying that owner / building is not temporarily / permanently debarred from any Government agency / authority / department (without bearing any responsibility on University of the Punjab whatsoever in this regard). Stamp paper should be attested by Notary Public |
| i. | Any other relevant information document/s owner find necessary. |

**Note:** The Bidder/owner(s) shall have to provide all the required documents as and when required.

**2.3 Eligible Bidders**

All the bidders duly incorporated and based in Pakistan governed by rules, laws and statutes of Government of Pakistan shall be eligible.

**2.4 Corrupt Practice**

i. University of the Punjab requires that Bidders / Suppliers / Contractors, observe the highest standard of ethics during the procurement and execution of contract and refrain from undertaking or participating in any corrupt or fraudulent practices.

ii. University of the Punjab will reject a proposal for award, if it determines that the Bidder recommended for award was engaged in any corrupt or has been blacklisted under the Punjab Procurement Rules (PPRA), in competing for the contract in question.

iii. Any false information or misstatement on part of the vendor will lead to disqualification/ blacklisting/ legal proceeding regardless of the price or quality of the product.

**2.5 Preparation of Bids**

**2.5.1 Bidding Process**

This is the Single Stage - Two Envelope Procedure; the bid shall comprise a single package containing ELIGIBILITY CRITERIA (duly filled in all respect) along with GENERAL PROPOSAL and FINANCIAL PROPOSAL sealed separately in envelops as per PPRA Rule.

**2.5.2 Cost of Bidding**

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

**2.5.3 Language of Bid**

The bid prepared by the bidders as well as all correspondence and documents exchanged by the bidder and University of the Punjab must be written in English. [PPRA Rule]

**2.5.4 General Proposal**

The General Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative. Standard Forms for General Proposal.

**2.5.5 Financial Proposal**

The Financial Proposal shall be prepared using the standard form attached, duly signed by the bidder or authorized representative.

**2.5.6 Bid Currencies**

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

**2.5.7 Bid Security**

Bid Security of Rs.300,000/- in shape of Bank Guarantee, CDR in favor of Treasurer, University of the Punjab shall be accomplished along with Technical Proposal (Form-A).

**2.5.8 Bid Validity**

Bids shall remain valid for a period of 120 days, after the date of bid opening prescribed by University of the Punjab; [PPRA Rule]

Bidders who agree to extension of the bid validity period shall also extend validity of the bid security for the agreed extended period of the bid validity. [PPRA Rule]

**2.6 Submission of Bids**

**2.6.1 Sealing and Marking of Bids**

This is the Single Stage - two Envelope Procedure; the bid shall comprise a single package containing ELIGIBILITY CRITERIA (duly filled in all respect) along with General Proposal and Financial Proposal sealed separately in envelops. As per PPRA Rule.

**2.6.2 Response Time**

Bidders are required to submit their Bids by or before 10:30 (a.m.) not later than 26.06.2024 (Wednesday). Bids will be received by University of the Punjab at the address specified under ITB Section [2.1] within office hours. [PPRA Rule]

**2.6.3 Clarification of Bidding Documents**

An interested bidder, who has obtained bidding documents, may request for clarification of contents of the bidding document in writing, and University of the Punjab shall respond to such queries in writing within three calendar days, provided they are received at least five (5) calendar days prior to the date of opening of bid.

It should be noted that any clarification to any query by a bidder shall also be communicated to all parties, who have obtained biding documents.

**2.6.4 Late Bids**

Any bid after the deadline for submission of bids prescribed by University of the Punjab will not be received.

**2.6.5 Withdrawal of Bids**

The Bidder may withdraw their bids after it has been submitted by sending a written Withdrawal Notice, duly signed by the Bidder and/or by an authorized representative, and shall include a copy of the authorization. Provided that, written notice of Withdrawal, shall be received by University of the Punjab prior to the opening of bids. No bid shall be withdrawn in the interval between the opening of Bids and the expiration of the period of Bid validity specified in ITB section [2.5.8].

**2.6.6 Cancellation of Bidding Process**

1. University of the Punjab may cancel the bidding process at any time prior to the acceptance of a bid or proposal as per PPRA Rules.

2. University of the Punjab shall incur no liability towards the bidders, solely by virtue of its invoking sub-rule as per PPRA Rules.

3. University of the Punjab shall, upon request by any of the bidders, communicate to such bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds as per PPRA Rules.

**2.6.7 Mechanism for Redressal of Grievances**

University of the Punjab has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. [PPRA Rule]

Any bidder being aggrieved by any act or decision of the University of the Punjab during procurement proceedings may lodge a written complaint after the decision causing the grievance has been announced. [PPRA Rule]

The complaint redressal committee upon receiving a complaint from an aggrieved bidder may, if satisfied; [PPRA Rule]

1. Prohibit the procurement committee from acting or deciding in a manner, inconsistent with these rules and regulations;

2. Annul in whole or in part, any unauthorized act or decision of the procurement committee; and

3. Reverse any decision of the procurement committee or substitute its own decision for such a decision;

4. Provided that the complaint Redressal committee shall not make any decision to award the contract.

University of the Punjab shall announce its decision as to the grievance within fifteen (15) days. The decision shall be intimated to the Bidder and the Authority within three (03) working days by University of the Punjab. [PPRA Rule]

A bidder not satisfied with decision of the University of the Punjab complaints’ redressal committee may lodge an appeal to the relevant court [PPRA Rule]

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

a) Forwarded on original letter head, complete address, NTN of the company and CNIC of the complainant.

b) Incriminating evidence of the complaints.

**2.6.8 Review Panel**

The Authority shall maintain a list of Review Panelists for the purpose of reviewing a bidder’s complaint. The Panelist shall be appointed on such terms and conditions as the Authority may from time to time notify with the approval of the Competent Authority. [PPRA Rule]

**2.6.9 Matters not subject to Appeal or Review**

The following actions of the University of the Punjab shall not be subject to the appeal or review:

* Selection method adopted by the University of the Punjab;
* Decision by the University of the Punjab under ITB section [2.6.6].

**2.7 Opening and Evaluation of Bids**

**2.7.1 Opening of Bids by University of the Punjab**

The opening of bids shall be as per the procedure set down in Section 2.5.1 dealing with Bidding Process. The bids will be publicly opened in the Committee Room of P&D Wing, 1st Floor, Accounts Department, Main Admin Block, on same date of receiving of bids at 11:00 (a.m.). (26.06.2024).

**2.7.2 Clarification of Bids**

No Bidder shall be allowed to alter or modify his bids after the expiry of deadline for the receipt of the bids unless, University of the Punjab may, at its discretion, ask a Bidder for a clarification of bid for evaluation purposes. The request for clarification and the response shall be in writing and no change in the prices or substance of bid shall be sought, offered or permitted. [PPRA Rule]

**2.7.3 Preliminary Examination**

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

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

**2.7.4 Eligibility Criteria**

All bids shall be evaluated as per the criteria given below.

**2.7.5 Technical Evaluation Criteria**

**Name of Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CNIC No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address of Proposed building \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Area \_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **University of the Punjab shall evaluate the offers using the following eligibility criteria:-** | | | | | | |
| **Sr.#** | **Requisite** | **Max** | Info by owner | Marks Obtained after Visit by the hiring verification by committee | **Marking Criteria** | **Documents/ Information to be enclosed** |
| **1** | Location | **7** |  |  | In main city | Site Plan |
| 4 |  |  | Away/stride the main city (In near vicinity) |
| **2** | Approach to the Building | **3** |  |  | Non crowded & accessible by public transport |  |
| 2 |  |  | Crowded area but accessible by public Transport |
| 0 |  |  | Crowded area & not accessible by public Transport |
| 3 | Renovation of Building | **15** |  |  | Completely renovated in all aspect i.e. (Proper flooring, False Ceiling, Distemper, Washrooms with accessories | Renovation Details |
| % of 15 |  |  | Without Completely Renovated with i.e. (Proper flooring, False Ceiling, Distemper |
| 4 | Availability of Washroom & Store Room | **9** |  |  | Separate Public and staff washroom (with complete drainage system) and store room |  |
| 6 |  |  | Only washrooms (with complete drainage system) with no store room |  |
| 0 |  |  | Separate Public and staff washroom (no drainage line available, no store & Wash Room |  |
| 5 | Condition of Property | **10** |  |  | Constructed in less than 5 years |  |
| 7 |  |  | Constructed 5 to 10 years |  |
| 3 |  |  | Constructed in more than 10 years |  |
| 6 | Construction of Building | **10** |  |  | Roof of complete RCC structure in shape of hall |  |
| 7 |  |  | Roof with T-iron/Girders, RCC Beam round the building and Beam above Doors/windows/round the wall |  |
| 0 |  |  | Roof with T-iron/Girders, without any RCC Beam. |  |
| 7 | Building above the Road level or below | **6** |  |  | Building 2 feet above the road level |  |
| 3 |  |  | Building on the road level |  |
| 0 |  |  | Building below the road level |  |
| 8 | Parking Space (Dedicated to the premises) | **15** |  |  | Above 25 Vehicles (cars) + bikes | Numbers |
| 10 |  |  | Above 15 Vehicles (cars) + bikes |
| 4 |  |  | Below 15 Vehicles (cars) + bikes |
| 9 | Availability of Electric connection with sanctioned load | **10** |  |  | 3 phase meter with separate transformer |  |
| 5 |  |  | 3 phase meter without separate transformer |
| 0 |  |  | No Line/Electricity facility available |
| 10 | Security wise suitability | **10** |  |  | Security wise suitable with boundary wall |  |
| % of 10 |  |  | Security wise ok |
| 0 |  |  | without dedicated roof top |
| 11 | Tap water and other Utilities | **5** |  |  | Water with separate overhead tank & electric water pump |  |
| 3 |  |  | No separate water with overhead tank & electric water pump |
| **Total Marks** | | **100** |  |  | **Qualified** Disqualified | |

**Important Note**

1. The proposed building must be within nearby surrounding of Gujjar Khan City.

2. The proposed property will be visited by University of the Punjab Evaluation Committee for physical verification of the information given by the bidder. Evaluation which acquires minimum of 50% marks after due verification as per the criteria given above will be considered as “Qualified Premises/Bid”.

3. Attachment of relevant evidence of the above requisites is mandatory. In case of non- provision of evidence to any of the demand, no marks will be awarded.

**2.7.6 Discussions Prior to Evaluation**

If required, prior to evaluation of the bid, University of the Punjab may, within 6-7 days of receipt of the bid, call upon any of the Bidders to discuss or to ask for clarification about anything contained in the bidding document.

**2.8 Award of Contract**

**2.8.1 Award Criteria**

University of the Punjab will award the contract to the successful Bidder, whose bid has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Evaluation/Procurement Committee of the University of the Punjab.

**2.8.2 University of the Punjab’s Right to reject all Bids**

University of the Punjab may cancel the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder(s) [PPRA Rule 33]

**2.8.3 Notification of Award**

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

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

Upon the successful Bidder’s furnishing of the Performance Security of Rs.300,000/-, University of the Punjab will discharge bid security.

**2.8.4 Signing of Contract**

Within 7 Days from the date of notification of the award the successful bidder shall furnish to University of the Punjab particulars as may be asked by the University of the Punjab management.

The Contract shall be signed by the parties within 15 Days of award of contract. Copy of the agreement enclosed as Annexure "A" required to be signed by the lessor at this stage.

**2.8.5 General Conditions of Contract**

For detailed General Condition of Contract refer to Form-C..

**2.8.6 Special Conditions of Contract (Same as General Conditions of the Contract)**

For detailed Special Condition of Contract refer to Form-C.

**3. Contract will be executed if the bid qualifies**

**3.1 Conditions of Contract. As per Form-C.**

**3.1.1 Definitions**

In this contract, the following terms shall be interpreted as indicated: Applicable Law” means the Punjab Procurement Rules. “Procuring Agency” or “PA” means University of the Punjab. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), and the Special Conditions (SC). “Contract Price” means the monthly rent of the premises. “Effective Date” means the date on Which This Contract comes into force. “GC” mean these General Conditions of Contract. “Government” means the Government of Pakistan “Currency” means Pak Rupees.

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

“Party” means the PA or the Contractor, as the case may be, and “Parties” means both of them. “Personnel” means persons hired by the Contractor or by any Sub- Contractors and assigned to the Performance of the Services or any part thereof.

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

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

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

**3.1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the laws of the Islamic Republic of Pakistan.

**3.1.3 Notice**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

**3.1.4 Authorized Representative**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the University of the Punjab or the Supplier may be taken or executed by the officials.

**3.1.5 Taxes and Duties**

The Lessor shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the bidding document, the amount of which is deemed to have been included in the Contract Price.

**3.1.6 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

**3.1.7 Expiration of Contract**

Unless terminated earlier pursuant to Lease agreement, this Contract shall expire at the end of such time period after the Effective Date as specified in the lease agreement.

**3.1.8 Modifications or Variations**

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

**3.1.9 Force Majeure**

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

**3.1.9.1 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**3.1.9.2 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**3.1.10 Termination of Contract by lessor/lessee. As per Form-C.**

**3.1.11 Good Faith**

The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**3.1.12 Settlement of Disputes**

**3.1.12.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**3.1.12.2 Arbitration**

If the University of the Punjab and the Supplier fail to amicably settle any dispute arising out of or in connection with the Contract within ten (10) days of commencement of such informal negotiations, the dispute shall be referred to arbitration of two arbitrators, one to be appointed by each party, in accordance with the Arbitration Act, 1940. Venue of arbitration shall be University of the Punjab, Pakistan and proceedings of arbitration shall be conducted in English.

**3.1.13.1 Conflict of Interest**

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

**3.1.14.1 Confidentiality**

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

**The bid amount will be quoted by the vendor along with this certificate:**

I / We have read all the above Bid Document’s instructions and submit bids/rates in conformity / compliance with the above given terms and conditions.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature & Stamp of Supplier/Bidder/Vendor**

**FORM – A**

(TECHNICAL PROPOSAL)

Project Director

UNIVERSITY OF THE PUNJAB

Subject: **HIRING OF CAMPUS BUILDING ON RENT**

I, (Owner of Property), hereby confirm the availability and offer the following Premises on Rental Basis for 03-Years which contains following Features:

|  |  |  |
| --- | --- | --- |
| **No.** | **Features** | **Details & Attached documents** |
| 01 | Location details |  |
| 02 | Approach to the Building |  |
| 03 | Renovation of Building (detail of flooring, false ceiling, distemper etc.) |  |
| 04 | Availability of Washroom & Store Room |  |
| 05 | Condition of Property (date of construction) |  |
| 06 | Construction of building (RCC / T-Iron / Garders) |  |
| 07 | Building above the road level or below |  |
| 08 | Parking Space (dedicated to the premises) No. of vehicles (Cars / M. Cycles) |  |
| 09 | Ability of the electric connection with sanction load |  |
| 10 | Security wise suitability |  |
| 11 | Tap Water and other utilities |  |

Following Documents are annexed herewith:

1. CNIC of the Bidder (Owner of the Property);
2. Ownership Documents;
3. Building Plan / Map;
4. Documentary proof of Commercialization of building;
5. Any other relevant Document / information.

Particulars of Bidder

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

**FORM – B**

(FINANCIAL PROPOSAL)

Project Director

UNIVERSITY OF THE PUNJAB

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Bidder), hereby extends my offer to provide the premises measuring sq. ft. on rental basis for 03-Years on following Rates:

1. RENT PROPOSAL:

|  |  |  |
| --- | --- | --- |
| **Total Area** | **Rent Per Sq.ft. Per Month** | **Total Rent Per Month for 1st year** |
| (Sq.fts) | (in Figures) | (in Figures) |
| (In Words) | (In Words) |

1. OTHER AMOUNTS:

i. Rent in Advance (for 06-Months) (In words)

NOTE:

1. Financial Proposal shall be prepared and submitted on this Form singed by Bidder;
2. All government taxes shall be included in quoted prices.
3. 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

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

**FORM - C**

(LEASE AGREEMENT)

This Lease Agreement is made at Lahore on this (date)

BY AND BETWEEN

Lessor Name, Address, hereinafter referred to as the LESSOR, includes his/her legal heirs, successors in interest, assignees, transferees and administrators of the First Part.

## AND

UNIVERSITY OF THE PUNJAB, LAHORE, with its address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as the LESSEE, includes its legal representative, nominees, successors in interest, assignees, transferees and administrators of the Second Part.

WHEREAS the lessor is the owner in possession to the exclusion of others of the commercial building namely (Name) constructed on (Address).

The Lessor has offered the Lessee a monthly rent of the building having an area of (Area) sq. ft.

(hereinafter referred to as the Rented Premises) on the following Terms and Conditions.

## **1. PERIOD OF TENANCY**

In consideration of the rent herein reserved and the lessee’s covenants herein contained, the Lessor has agreed to lease to the Lessee the rented premises with all the rights, amenities and easements appurtenant thereto for a period of 03 Years from the date of execution of this Lease Agreement or handing over the physical possession of the Rented Premises whichever is later, herein called as Term. The lease agreement shall be renewable after three years on mutual agreement of both parties.

## **2. RATE OF RENT**

1. The monthly rent payable by the Lessee to the Lessor in respect of the Rented Premises shall be Rs. (“Rent”) at the rate of Rs,\_\_\_\_\_ Per Sq. ft. effective from the date of execution of this Agreement or handing over the physical possession of Rented Premises to Lessee whichever is later, in pursuant to this Lease Agreement.
2. That the Lessee has agreed to pay to the Lessor an amount mentioned as Security Deposit in Bid/ Financial Proposal to the tune of (Rs.\_\_\_\_\_) as Refundable Security. The Security shall be refunded by the Lessor after adjustment of arrears of rent to the Lessee at the conclusion or termination of the Agreement as provided herein.
3. That the Lessor shall not vacate the premises affecting the Lease Agreement before the Term i.e. One (01) Year; and if the Lessee wants to vacate the Rented Premises, the Lessee shall give One (1) Month prior Notice of its intention to terminate this Lease Agreement.
4. That the advance rent (Six Months’ Rent) shall be paid from the commencement of the Lease or at the date of signing of this Agreement, whichever is earlier.

## **3. RATE OF ENHANCEMENT**

That going forward there shall be an increase in the rent at the rate of 5% per annum after completion of 1st year.

## **4. MODE OF PAYMENT**

The Lessee shall pay the Rent on a biannual basis through a cross-cheque in the name of (Lessor). The Rent shall be paid after the deduction of all applicable taxes and levies as may be applicable under the Laws of Pakistan.

The Lessor shall pay such direct or indirect taxes, duties, fees and other impositions levied under the Applicable Laws of Pakistan.

A certificate of deduction of income tax shall be provided by the Lessee upon request of the Lessors.

## **5. CAR PARKING**

A dedicated parking space for cars and motorcycles for the office staff and visitors shall be available at all times.

**6. THE LESSEE COVENANTS WITH THE LESSOR AS UNDER**

1. To be liable for payment of utility charges such as electric, gas, water, telephone charges, as per monthly bills/consumption, without any delay or default.
2. To permit the Lessor or its authorized agent to enter the Rented Premises at all reasonable hours of the day to inspect the same and to allow reasonable structural repairs to be undertaken by the Lessor at the convenience of the Lessee, provided that the Lessor shall give the Lessee at least 24-hour notice of their intention to make such inspections and repairs.
3. Not to use the Rented Premises for any other purpose except for running/managing its business and activities related thereto.
4. Upon expiry/termination of this Lease Agreement, to remove at its option any of the temporary fixtures installed in the Rented Premises during the course of this Agreement and to hand over vacant possession of the Rented Premises in a tenable condition to the Lessor, normal wear and tear excepted.
5. To keep and maintain the Rented Premises in a neat and tidy condition and to use the same in a manner that does not cause interference or obstruction to the use of other premises in and around the building.
6. The Lessee and the Lessor agree to execute and register the Lease Agreement on the terms and conditions provided herein in accordance with Rent Laws. All costs charges and expenses in connection with the registration of the Lease Agreement including payment of stamp duty shall be borne by the Lessor in accordance with Rent Laws.
7. The Lessee shall take all possible measures to save the building from fire. The fire extinguishers and hydrants shall be installed by the Lessor and so shall be maintained by the Lessee with training by the concerned staff.
8. The security shall be the sole responsibility of the Lessee who shall appoint its own security staff for Rented Premises. The Lessor shall not be responsible for any kind of theft from the Rented Premises including parking space.
9. The replacement of all fixtures such as sanitary, electric and other fittings would be the responsibility of the Lessee.

## **7. THE LESSOR COVENANTS WITH THE LESSEE AS UNDER**

1. The Lessor shall be fully responsible for all structural faults in the building and/or the Rented Premises and shall pay for all repairs on account of such structural faults and shall carry out all structural and major repairs to the Rented Premises as may be required from time to time. Provided, however, that any structural fault resulting from any inappropriate action of the Lessee shall be repaired and put right by the Lessee.
2. That the Lessor shall get the paint work done after every two years of tenancy (in the event the Lease Agreement is extended) and if the same is not done within the time specified, the Lessee shall be entitled to do the same job at the expense of Lessor after giving seven (07) days’ notice in writing.
3. The Lessor shall authorize the Lessee to undertake any alteration in the Rented Premises in order to comply with the international health and safety standards for the safety of its staff and students.
4. Subject to the Lessee performing its obligations hereunder, to ensure that the Lessee shall peacefully enjoy use of the Premises for commercial purposes without any hindrance or interference from the Lessor and/or any person and/or Authority and Government.
5. Any sale/transfer and/or assignment of the said Premises or a portion thereof by the Lessor to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Lessee as contained in this Lease Agreement. Every purchaser/transferee/assignee shall be bound by the said Lease Deed and all the terms and conditions and covenants herein contained. The Lessors shall further be bound to disclose the Terms and Conditions of this Lease Agreement and covenants herein provided to the purchaser/transferee/assignee.
6. That the Lessor has a legal and valid title of the Rented Premises and has the right to lease the Rented Premises for commercial purposes which is free from all encumbrances and charges/liens and shall submit copies of all property documents along with any necessary approvals and sanctions of the concerned authority in respect of the Rented Premises prior to execution of this Lease Deed or at any time as and when required by the Lessee.
7. Disputes of any kind between the Lessor and any third party shall not affect the rights of the Lessee under this Lease Agreement or any renewals thereof.
8. The Lessor shall provide all approvals and necessary assistance to the Lessee for obtaining of any utilities at the Rented Premises as and when required by the Lessee.
9. The Lessor has paid all the utility bills and taxes related to the Rented Premises (as brought to the knowledge of the Lessee) as provided in the Schedule II of this Lease Agreement at the time of handing over the Rented Premises to the Lessee.
10. The Lessee shall be entitled to erect and /or install the neon sign and/or other publicity boards/skins/hoarding and/or advertising boards in front of the Rented Premises subject to the provision of appropriate space.
11. Lessor confirms and acknowledges to the Lessee that said plot and the Rented

Premises have been permitted by the relevant authority to be used in the Permanent Commercial category by the Lessor.

## **8. THE LESSOR WARRANTS**

1. There are no restrictions or impediments in the Lessor’s rights to lease the Rented Premises to the Lessee and/or as provided anywhere under this Lease Agreement and all necessary lawful authority/approvals/permissions/consents/permits of the relevant Government Department / Municipal Authority / Development Authority has been obtained and fulfilled by the Lessor in respect of leasing/renting out the Rented Premises to the Lessee for the use of the Rented Premises for commercial purposes and all such conditions imposed by any of the above for the commercialization and use of the Rented Premises have been duly fulfilled.
2. The Lessor warrants that Rented Premises, at the time of handing over, is structurally sound in every respect and may be used for the purpose for which it is leased out and the Lessor undertakes that the structure has been erected in accordance with the necessary approvals/permissions/consents/plans/permits of the relevant Local Government / Town thereby allowing for lawful utilization of the same for purposes mentioned.
3. The Lessor shall, when called upon by the Lessee, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ Town for making any additions to the structure of the Rented Premises as and when required by the Lessee provided that the cost of such approvals/permissions shall be borne by the Lessee.
4. If during the period of this lease agreement, the Rented Premises are destroyed and/or damaged due to any structural defects and/or damaged by an earthquake, civil commotion, riots, war, political disturbances, fire, storm or any other cause beyond the control of Lessee which may impede the use of the Rented Premises by the Lessee, the Lessee at its sole discretion shall have the right to terminate this Lease Agreement with one-month prior notice. Upon such termination of the lease, no further rent shall be due and payable by the Lessee and if any advance rent paid by the Lessee in respect of the remaining period of this Lease Deed or any renewals thereof and/or under any other agreement(s) between the Lessee and the Lessor with respect to the Premises shall be refunded forthwith by the Lessors within 30 days of such termination.
5. The Lessee shall on the termination of the lease deliver possession of the Rented Premises to the Lessor. However, if the Lessee is unable to carry on running the business at the Premises due to any Federal/Provincial/Municipal/Cantonment Board/Local Bodies, Institutions, authorities, Regulations or Court order, the Rented Premises will be vacated accordingly and the Lessor will refund the balance amount of rentals from the advance paid to Lessee within 30 days of such termination.
6. At the completion of the term of this Lease Agreement and upon receipt of 30 days’ advance written Notice from the Lessee of its intentions to renew the Lease Agreement, the lease may be further extended by mutual consent of both the parties on the terms and conditions mutually agreed at the time of the expiry of this Lease Agreement.

## **9. INDEMINITY AND UNDERTAKINGS**

1. The Lessor hereby indemnifies the Lessee and agrees to keep the Lessee safe, secured and harmless against all costs, charges, liabilities, expenses, litigations/legal actions, losses, claims and detriments (including but not limited to as hereinabove defined) that may be suffered by or made against or incurred by the Lessee owing to any breach of the conditions of this Lease Agreement or as a result of any act or omission on part of the Lessor which directly, or indirectly shall prejudice the rights, privileges and benefits of the Lessee.
2. The Lessor agrees/undertakes to indemnify the Lessee against any claims, liabilities dues or charges accrued or accruing and claimed by any person/party or authority in respect of the Rented Premises.

**10. MISCELLANEOUS**

1. The Lessee may terminate this Lease Agreement at any time by giving the other Party a One (01) Month prior Notice in writing at the address specified under this Agreement / Deed. On the happening of such an event, Lessor undertakes to return all unutilized amount of rent received in advance from Lessee hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.
2. In case the Lessee reduce its operations and/or the premises become surplus, the Lessee shall communicate its intention of vacating the premises to the Lessor and both the parties shall mutually decide the mode of vacating of the premises, which in any case shall not exceed Three (03) Months. The Lessor undertakes to return all proportionately unutilized amounts of Rent received in Advance from Lessee hereunder within 30 days of the said date of the vacation.
3. The Lessor and the Lessee agree to strictly abide by the terms and conditions as laid down in this Lease Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Lessor, the Lessee may terminate this Lease Agreement immediately after giving a written Notice to this effect provided that a time of 30 working days is given to the Lessor to rectify the breach. Any unutilized payment made by the Lessee to the Lessors under this Lease Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Lessee within 60 days of such termination.
4. This Agreement has been drawn up in duplicate, one original to be retained by the Lessee and the other to be retained by the Lessor.
5. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
6. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

## **11. ASSIGNMENTS**

Save as herein expressly provided, the rights and obligations of Lessor and Lessee under this Lease Agreement may not be assigned or transferred by either Party without the prior approval in writing of the other Party; which approval shall not be withheld unreasonably.

## **12. APPLICABLE LAW AND JURISDICTION**

1. This Lease Agreement and any matters relating to this Agreement shall be governed by and construed in accordance with the Laws of Pakistan.
2. The Parties submit and agree to the exclusive jurisdiction of the Honorable Courts at Lahore, Pakistan.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS LEASE AGREEMENT ON THE (DATE)

LESSOR \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LESSEE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES: -

For Lessor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Lessee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_