



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk

Tender No. 9/CW/2024

INVITATION TO BID

Hiring of Building for PTA Zonal Office in Faisalabad City

Pakistan Telecommunication Authority, a Government organization invites electronic bids from owners of houses having minimum covered area of 5800sq ft and land area of plot minimum 900 sq yards , registered with income tax and sales tax department who wish to sublet their premises to Pakistan Telecommunication Authority, for its Zonal office in Faisalabad City preferably located in Peoples Colony No.1, Madina Town and Susan Road, for a period of five years.

E-Bidding documents as per regulations, containing detailed terms and conditions etc. are available at PTA Zonal Office, 272- I - D, Khawaja Islam Road, Peoples Colony No.1, Faisalabad and the office of undersigned. Price of the bidding documents is Rs.500/- (Cash non-refundable). E-Bidding Documents are also available for registered bidders on EPADS at (<https://eprocure.gov.pk>) and can be downloaded from www.pta.gov.pk free of cost.

The electronic bids, prepared in accordance with the instructions in the bidding documents, must be submitted through E-Pak Acquisition and Disposal System (e-PADS) on or before 26th August, 2024 by 11:00 AM. Manual bids, shall not be accepted. Technical bids will be opened the same day at 11:30 AM through e-PADS system. This advertisement is also available on PPRA website at www.ppra.org.pk .

Note: Notification of the GRC constituted in terms of Rule-48 of PPRA rules, 2004 is provided on EPADS at <https://eprocure.gov.pk> and on PTA Website www.pta.gov.pk.

Note: All interested bidders must register themselves at e-PADS at <https://eprocure.gov.pk/#/supplier/registration>

No Physical bid shall be entertained

PId (I) 800/24

Engr. Asif Saeed

Director (Civil Works)

PTA HQs, F-5/1, Islamabad.

Ph: 051-9225357,9225352 Fax: 051-2878149

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BIDDING DOCUMENTS

1. Pakistan Telecommunication Authority, a Government organization invites electronic bids from owners of the houses who wish to sublet their houses to Pakistan Telecommunication Authority for establishing its Zonal office in the Faisalabad City for a period of **five years**.
2. Owners having their premises in city area preferably in Peoples Colony no.1, Madina Town, Susan Road and on main double roads where access to general public is easy are encouraged to submit their premises documents/details as per the requirement mentioned in bidding documents.
3. Notice for inviting tender published on PTA's/PPRA's and e-PADs websites is the part of this contract document.

Terms and Conditions

4. **Date and time for submission of bids**

- a. Electronic bids duly completed in all respects as per bidding documents shall be submitted through **E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website on or before August 26th , 2024 at 11:00 AM**. Technical bids will be opened the same day at 11:30 AM through e-PADS system. The submission and evaluation of bids will be carried out as per "Single Stage Two Envelope Procedure" of PPRA Rules.

5. **OWNER'S INFORMATION**

- a. Name of Owner _____
- b. CNIC No. _____
- c. Premises Address which is to be Sublet _____

- d. Mailing Address _____

- e. Telephone No _____ Fax No. _____
- f. Mobile No. _____
- g. National Tax No _____

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6. **SINGLE STAGE – TWO ENVELOPE PROCEDURE (Rule 36(b) of PP Rules 2004)**

- a. The bid shall be submitted through **E-Pak Acquisition and Disposal System (e-PADS) available on PPRA website**. All interested bidders must register themselves on PPRA website in e-PADS as suppliers for submitting their bids. The detail procedure for submission of bids is available at PPRA website i.e. [epronotif1.pdf \(ppra.org.pk\)](#) . The salient of the Single Stage-Two Envelop bidding process are as under:
- b. The bidders through the e-PADs system shall fill the standard entries of the technical and financial proposals forms and allied sections separately. However, the bidders through the e-PADs system shall encrypt those entries electronically in the form of two encrypted packages with the separate encryption timelines, as configured in the 'system in accordance with the opening schedule defined in the procurement notice and respective procurement documents.
- c. The Procuring Agency shall access to the encrypted technical proposal portion through Encrypted Proposal Submission System (EPSS) after lapse of thirty (30) minutes on the date of proposal submission deadline configured in the system.
- d. The Procuring Agency shall open the technical proposals at the time, date and venue mentioned in the opening schedule in the presence of the applicants/bidders (optional) in accordance with the requirement of Rule 28(2) of the Public Procurement Rules, 2004. The applicants/bidders may be physically attend Technical Bid opening (if required)
- e. The Procuring Agency shall fill out the entries of the Technical Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
- f. The Procuring Agency through the system shall collect data of technical responsiveness and allied updated date of opening of financial proposal from the e-Evaluation Matrix System and e-Grievance Redressal System, and update the configuration accordingly.
- g. The Procuring Agency shall access to the encrypted financial proposal portion of the EPSS to the extent of only technically responsive proposals on the time and date configured in the system.

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- h. The Procuring Agency shall fill out the entries of the Financial Proposal Opening Sheet generated by the system, and shall post the tender opening sheet and allied record on the system.
- i. The Procuring Agency shall ensure that the financial proposals remain encrypted in the system which are technically non-responsive, unless specifically required by the Authority (i.e. PPRA) for determining any trends or for the purpose of some investigation or inquiry.
- j. The bid found to be the “most advantageous bid” , which has met the mandatory requirements/ eligibility criteria, secured minimum 70% marks in technical evaluation, found substantially responsive to the terms and conditions as set out in these bidding documents and evaluated as the highest ranked bid on the basis of cost (i.e. lowest in price) thereof, as specified in these bidding documents, shall be accepted.
- k. **Approved house map/plan only if cannot be attached in the e-PADS system, the same can be submitted physically in hard form to the Dir (Civil Works), PTA HQs, F-5/1, Islamabad.**
- l. Bid Security (in original) of Rs. 5,000/- (Rupees five thousand only) in the shape of Pay orders/ Demand Draft in the name of Pakistan telecommunication Authority must reach this office on or before of the closing date by 1100 hours (bid security in the shape of cheques shall not be entertained).

7. **INTEGRAL PART**

- a. **Mandatory Requirements:** The house which is to be offered must fulfil the mandatory requirements (mentioned at Sr. 8) to be considered for technical evaluations.
- b. **Annexure-A** is a part of technical proposal(s) which shall be read/filled carefully, each page must be signed and stamped by the bidder and are to be submitted with the technical proposal through e-PADS System. The documents should be arranged in the same sequence as mentioned in Annex-A. Documentary evidence is mandatory.
- c. **Annexure-B** is part of financial proposal which shall be read/filled carefully, each page must be signed and stamped by the bidder and is to be submitted through e-PADS System.

8. **Mandatory Requirements**

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Following **mandatory** requirements are **to be fulfilled** and **documentary evidence** in this regard is to be enclosed with electronically in e-PADs system. Failure to meet any of the following requirements shall result in disqualification:

- a. Bid security amounting to Rs. 5000/- in the shape of Pay order/Demand Draft only in the name of Pakistan telecommunication Authority. No cheque shall be accepted
- b. The covered area of building should be minimum 5800 Sq.ft.
- c. Land area of the plot should be at least 900 sq. yards.
- d. Owner should be of Pakistani National /NICOP and must have valid CNIC.
- e. The bidder must be **owner** of the premises/building/house. In case of multiple owners or inherited property, there must be a registered power of the attorney in the name of single person authorizing him to lend, lease, receive rent and deal with PTA.
- f. Affidavit on **Legal Paper of value Rs. 100**, to the effect that the owner is legal owner of the premises and the property _____
(address) being offered free of encumbrances, possession able and free from all types of litigation, shall be attached with technical proposal. In addition, no loan has been taken against the property and it has not been pledged anywhere.
- g. Previous all government taxes related to the building have been paid.
- h. Previous utility bills have been paid.
- i. House/building has approved building plan and constructed as per the approved by laws of the concerned municipal/cantonment etc. agency.
- j. Building has all basic amenities like electricity, gas, water and telephone.
- k. Building has 3 phase electric connection. In case there is single phase meter the bidder will submit an undertaking that he will provide the 3 Phase meter before award of contract. Building must be equipped with suitable number of geysers for continuous supply of hot water.

Note: All supporting documents/ Proofs to be attached with technical proposal.

9. **EVALUATION CRITERIA**

- a. Technical proposals shall be evaluated as per the criteria laid down at **Annex-A**. All supporting documents must be attached with Technical Proposal.

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- b. Bidder must score/ achieve 70 % as passing marks in technical qualification to qualify for financial bid opening. Technically qualified bidders shall be allowed to participate in the financial bid opening process. The financial bids of technically disqualified bidders shall be shall not be opened.
- c. House/premises shall be hired, on the recommendations of the relevant PTA Committee, from the technically qualified bidder who has quoted the lowest financial bid.
- d. If two or more bidders quoted the same financial bid, then the contract will be awarded to the one who has scored highest in technical qualification.

10. PRICES

- a. The bidder should quote its rent rates in the Financial Proposal through e-PADS and total prices in figures as well as in words (**Annexure-B**). However, hiring order shall be awarded on consolidated amount of all years after evaluation.
- b. The rates quoted shall remain valid for six (6) months from the date of opening of Technical Proposal.
- c. Bid shall be in Pak rupees only and inclusive of all applicable taxes, charges etc which are to be paid by owner.
- d. Any new tax or revisions in tax rates shall be borne by the owner as well.
- e. No claim on/of Escalation during the currency of contract will be entertained.

11. PAYMENT PROCEDURE

- a. Advance payment of six months of agreed/quoted rent shall be made by PTA against the hired property on the recommendations of concerned Zonal Director & Director (CWs) of PTA HQ.
- b. No security money shall be paid by PTA.
- c. Payment shall be made after deduction of applicable taxes i.e. Income Tax etc. at source as per Prevalent Government Rules at the time of payment.

12. Hiring Period

- a. PTA will hire premises for a period of 5 years.



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13. DISQUALIFICATIONS

Offers are liable to be rejected if; there is any deviation from the instructions as laid down in the bidding documents i.e.

- a. Incomplete bid shall not be accepted.
- b. Offers are received after specified date and time.
- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. Any deviation of requirement mentioned at Para 7 and 8 of this document.
- e. Bids submitted without e-PADS system.

14. RIGHTS RESERVED

Pakistan Telecommunication Authority Islamabad reserves the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposal in accordance with Rule 33 of PP Rules, 2004.

15. DRAFT Agreement

Draft agreement which is to be executed is enclosed as **Annexure-C**.

Financial Proposal

Hiring of Building/Premises for Zonal Office Faisalabad

Sr.No	Address of the Building/Premises along with Covered area	Rent per month for 1 st year	Rent per month for 2 nd Year	Rent per month for 3 rd Year	Rent per month for 4 th Year	Rent per month for 5 th Year

Name of Owner _____


CNIC _____

Signature _____



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				<p>c. Plain Cement Flooring in good Condition 1 Marks</p> <p>d. Cracks in Floors 0 Marks</p>
6	Internal Parking Space	5		<p>a. Internal parking Space of 3 large vehicles i.e. 2 x Corolla and 1 Double Cabin 5 marks</p> <p>b. Internal parking Space of 2 large vehicles i.e. 1 x Corolla and 1 Double Cabin 3 marks</p> <p>c. Internal parking Space of 1 large vehicles i.e. Corolla and 1 Double Cabin 1 marks</p>
7	Security Arrangements of Building	5		<p>a. Barbed Wire/ concentrina Wire on all external walls and Security Room 5 Marks</p> <p>b. Barbed Wire/ concentrina Wire on all external walls 3 Marks</p> <p>c. Security Room 3 Marks</p> <p>d. No barbed wire No security room 0 Marks</p>
8	UPS Wiring	4		<p>a. UPS wiring Available 4 Marks</p> <p>b. Not available 0 Marks</p>
9	Located in preferred area as per i.e. in Peoples Colony No.1, Madina Town and Susan Road	6		<p>a. Yes 6 Marks</p> <p>b. Not installed 0 Marks</p>
10	Lawn	4		<p>a. Green lawn having more than 300 Sq.ft area 4 Marks</p> <p>b. Green lawn having more than 200 Sq.ft area 3 Marks</p> <p>c. Green lawn having more than 100 Sq.ft area 2 Marks</p> <p>d. Less than 100 sq.ft. 0 Marks</p>
11	Water Bore	4		<p>a. Available 4 Marks</p> <p>b. Not Available 0 Marks</p>
12	European wash room	2		<p>a. All wash rooms with European seats 2 Marks</p> <p>b. Mix European and Asian seats 1 mark</p> <p>c. All Asian 0 marks</p>



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13	Wood Cabinets in Rooms for File Storage	10		<p>a. Wooden Cabinets in each room from Floor to Roof full Height 10 Marks</p> <p>b. Wooden Cabinets in each room from Floor to Roof half Height 7 Marks</p> <p>c. Small Wooden Cabinets in each room of size 28- 35 sq.ft 5 Marks</p> <p>d. Any smaller size in each rooms 2 Marks</p> <p>e. No 0 Marks</p>
14	Construction Year	5		<p>a. Less than 3 years old 5 marks</p> <p>b. More than 3 years and less than 7 years old 4 marks</p> <p>c. More than 7 years and less than 10 years old 3 marks</p> <p>d. More than 10 years and less than 15 years old 2 marks</p> <p>e. More than 15 years old 1 marks</p>
15	Servant Room with Attached bath	5		<p>a. Available 5 Marks</p> <p>b. Not Available 0 Marks</p>
16	Store Rooms	5		<p>a. Available 5 Marks</p> <p>b. Not Available 0 Marks</p>
17	Proximity to Government Offices	5		<p>a. Proximity 5 Marks</p> <p>b. Non Proximity 0 Marks</p>
18	Corner Plot	5		<p>a. Yes 5 Marks</p> <p>b. No 0 Marks</p>
Total		100		
<p>i. Minimum qualifying marks are 70% in above table. Attach Supporting documents.</p> <p>ii. Financial Bids of bidder scoring 70% and above in qualification shall be opened.</p> <p>iii. PTA committee shall visit the premises and marks shall be awarded as per criteria given above.</p>				



Draft LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made on _____ day of _____ 2024
at _____ .

By and between

Mr. _____ S/o _____ owner of H.No.
_____ having CNIC No.
_____ (hereinafter referred to as the – the

"Lessor" which terms shall, where the context so admits include its administrators,
successor-in-interest and assignee) on the first Part;

AND

Pakistan Telecommunication Authority (PTA) a statutory body established under Pakistan
Telecommunication (Re-organization) Act, 1996, having its principle office at PTA H/Q, F-
5/1, Islamabad, through its authorized officer (hereinafter referred to as the " Lessee" and
includes its administrators, successor-in-interest and assignee) on the second Part.

(If, when and where applicable, each of the two parties shall, hereinafter, be referred to
individually as "Party" and collectively as "Parties" as the context of this Agreement
requires).

WHEREAS,

The Lessor is the absolute legal and valid owner of the property/building bearing plot
no....., situated at -----and having covered area of _____ (Sq Ft), more
particularly described in Annexure-A Part- A of the document, in terms of registered record
and it is free from all sort of encumbrances, burdens, loans/debts securities, mortgages,
sale, gifts, wakf, decree and injunction order and any and all other defects (hereinafter
referred to as "Premises").

WHEREAS the LESSEE being a statutory body is desirous to acquire on rent Premises with all
rights, easements, and appurtenances, whatsoever to the said Premises belonging, for the
purpose of its offices.



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Headquarters F-5/1, Islamabad

AND WHEREAS the Lessor has agreed to let out the Premises and the Lessee has agreed to take the Premises on rental bases on the terms and conditions as hereunder:-

NOW THEREFORE, In consideration of the mutual promises, covenants and payments set out below, the parties hereby agree on the following:

1. The initial term of the Agreement shall be 05 (five) years commencing from _____, 2024 and ending on _____2029 both days inclusive. The Agreement may be renewed by Parties with mutual consent on such terms and for such period as may be agreed by the Parties.

2. The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, the rent at the following rates and times:

a. Annual rent for the term of the Lease shall be as under as per the financial bid.

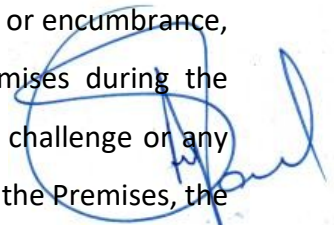
- i. PKR _____ /month for 1st year
- ii. PKR _____ /month for 2nd year
- iii. PKR _____ /month for 3rd year
- iv. PKR _____ /month for 4th year
- v. PKR _____ /month for 5th year

b. The annual rent shall be payable in advance in equal two instalments of the total yearly rent after each six months

c. It is hereby agreed that annual rent shall not be increased during the term of this Agreement.

3. The LESSOR hereby covenants with the LESSEE as follows;

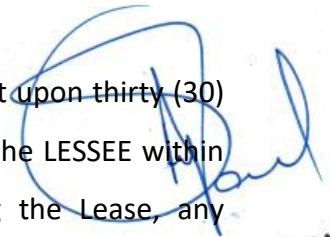
a. That he shall not do any act, deed or thing creating any charge, lien or encumbrance, of any kind and description whatsoever, in respect of the Premises during the subsistence of this Agreement. Should there ever come cross any challenge or any issue, whatsoever, regarding title, possession etc. of the LESSOR on the Premises, the LESSOR shall, at its own cost, get all clearance and/or non-encumbrance certificate(s)



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and other permissions/sanctions required for the completion of this Lease transaction upto the satisfaction of LESSEE and within time approved in writing by the LESSEE.

- b. The Parties herein agree that the LESSEE shall not pay any brokerage in respect of this Lease transaction.
- c. The LESSEE will have unrestricted, unlimited and unhindered access to and utilization of the Premises 24 hours /day, 7 days a week for the term of this agreement.
- d. Notwithstanding anything contained in this Agreement, the LESSOR acknowledges that any revocation or termination of this Agreement by the LESSOR may cause irreparable loss and damage to the business interests of the LESSEE. Accordingly, the LESSOR hereby acknowledges, consents and agrees that the equipment is intended to and will “constitute things embedded into the Premises” and accordingly, so long as the yearly rent is duly paid by the LESSEE, the term of the Lease shall not be abridged or terminated by the LESSOR prior to the expiry of the initial term or any renewal thereof. The LESSOR hereby agrees to and affirms the right of the LESSEE to seek both temporary and permanent injunctive relief against any purported termination, withdrawal or abridgement of the initial term or any renewals thereof, and further irrevocably consents and waives any defence in law or in equity to the availability of such injunctive relief to the LESSEE.
- e. It is hereby further expressly provided and agreed by the Parties hereto that should the LESSOR fail to perform any of his/her obligations in part or in whole under this Agreement or fail to settle all issue(s) accrued, if any within the time set forth herein, all money/advance given by the LESSEE shall not only be returned by the LESSOR to the LESSEE without cavil but the LESSEE may institute suit against LESSOR for specific performance of the Agreement with costs or the LESSEE may bring an action for damages resulting from the breach of contract/Agreement. The LESSEE’s remedies are cumulative and not exclusive of one another, and all other remedies shall be available in law or equity to LESSEE for LESSOR’s breach hereof.
- f. The LESSEE may, at its sole option, terminate this Lease Agreement upon thirty (30) days prior written notice, whereupon, the LESSOR shall refund to the LESSEE within twenty-one (21) days of the receipt of the notice terminating the Lease, any unutilized rent paid in advance by the LESSEE for the term extending beyond the



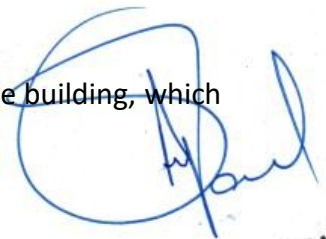
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month in which the Lease shall come to an end pursuant to the notice of termination by the LESSEE.

- g. Subject to the due and timely refund of any unutilized rent in terms of above clause, the LESSEE shall vacate the premises upon the expiry of the thirty (30) days' notice period. The LESSEE shall not be required to vacate and shall be entitled to continue in possession of the Premises along with all rights and interests therein conferred on the LESSEE pursuant to this Agreement until such time the unutilized rent has been refunded to the LESSEE, provided that, no rent shall accrue to the LESSORs for and in respect of the time period during which the LESSEE continues the possession and occupation of the Premises due to failure of the LESSORs to refund the unutilized rent paid in advance, provided further that, any advance rent not refunded in accordance with this clause shall incur mark-up at the rate of 20% per annum for the number of days which it remains un-refunded.

4. The LESSEE hereby covenants with the LESSOR as follows:

- a. To pay rent for the Premises in advance for six months at the agreed rate after taking over the complete possession of the Premises. Payment will be acknowledged by the LESSOR and a separate receipt will be issued.
- b. LESSOR agrees to allow the contractor of LESSEE, if desired, to start the renovation work of the Premises immediately after signing of Agreement by him.
- c. The rate of rent mentioned above is inclusive all taxes, rates, charges, assessment and imposition etc. in respect of the Premises other than those which are required to be paid by the LESSEE.
- d. To pay all lawful charges (except arrears prior to the date of execution of the said deed of Lease / handing over of possession of Premises to the LESSEE) in respect of water, gas, sewerage and electricity etc used / consumed in the Premises with effect from the commencement directly to the agencies concerned in terms of bills in respect thereof.
- e. Not to store any explosive material in the Premises or any part of the building, which may cause damage to its inmates.



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- f. The LESSEE undertakes to carry out all structural and other repairs and maintain the Premises in good tenable condition throughout the term of the Lease and any renewal thereof.
5. The LESSOR hereby covenants in all good faith with the LESSEE as follows:
- a. The LESSOR hereby covenants with the LESSEE that he is the lawful owner of the Premises and has good, valid and legal title thereto and is entitled to Lease the Premises to the LESSEE for the purpose intended.
- b. The LESSOR warrants that there are no restrictions or impediments in the LESSOR's rights to Lease the Premises to the LESSEE for operation of its offices as provided under this agreement.
- c. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, costs, charges and expenses whatsoever which the LESSEE may suffer due to any defect(s) in the title of the LESSOR to the Premises.
- d. That the LESSEE shall be entitled to display name plate / boards and signs at the entrance / tower of the Premises, and **to post or appoint any security guard thereof, if so required, will be the sole discretion of LESSEE,**
- e. That the LESSOR will have No Objection on the installation of telephone connections in the name of LESSEE in the Premises, for which bills will be paid by Lessee
- f. The LESSOR shall be liable for payment of all taxes, duties, levies and outgoings in respect of the Premises to the concerned Government Authorities, if any.
- g. The LESSOR acknowledges that the LESSEE may from time to time, make structural changes or addition to the Premises, and accordingly, hereby, irrevocably consents to such additions being made by the LESSEE only for the purpose of and in connection with the LESSEE's business. The LESSEE will be within his rights to remove the fixtures at the time of vacation of Premises.

h. During the Term of this Agreement the LESSOR shall not at any time or under any circumstances block LESSEE's access to the Premises, lock or break/change any locks thereto, shutdown or cause the shutting down of any of the LESSEEs equipment installed thereon, or create any hindrance in the carrying out of LESSEEs operations being/to-be carried out on the Premises. Upon occurrence of any of the events stipulated herein this clause the LESSEE reserves the right to resort to any legal recourse available to the LESSEE.

i. If for any reason beyond the reasonable control of either Party hereto, upon occurrence of a Force Majeure event including without limitation fire, earthquake, cyclone, tsunami, tornado, war, , radiation or destruction of the building or area in which the Premises are situated, the LESSEE is no longer able to utilize the Premises for the purposes of its business, this Lease Agreement may be terminated by either Party upon giving seven (07)days' notice to the other Party, whereupon this Agreement shall be terminated, provided that the LESSOR shall remain liable to refund to the LESSEE any rent paid in advance by the LESSEE for the term extending beyond the month in which this Agreement is terminated for reasons of force majeure event shall not foresight by the LESSEE in respect of the LESSEE's equipment and by the LESSOR in respect of the Premises or the building or area in which the Premises are situated.

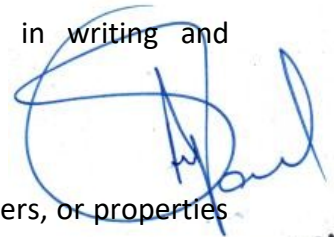
j. The LESSOR hereby covenants with the LESSEE that subject to the LESSEE performing its obligations hereunder, the LESSEE shall peacefully enjoy use of the Premises without any hindrance or interference from the LESSOR or any person claiming through, under or in trust of the LESSOR.

k. The LESSOR knowingly and voluntarily covenant that he will not sue the LESSEE, whether during or after termination or expiry of the Agreement, on account of any loss, property damage, personal injury, emotions, reputation including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related

to any of the circumstances which may beyond the control of either Party or have no concern with the LESSEE. Further it is hereby agreed by LESSOR that all or any claim, demand arising out of or any way related to this Agreement, except the annual rent, are hereby released, waived and set at rest.

6. The LESSOR and the LESSEE further agree as follows:

- a. This Agreement shall stand terminated at the sole option of the LESSEE upon the refusal/or revocation by the Authority to carry on the offices. Upon such termination of the Agreement the LESSOR shall within 21 (Twenty one) days of the receipt of notice refund to LESSEE any unutilized amount of rent paid by the LESSEE to the LESSOR and the LESSEE shall vacate the Premises. No rent shall accrue for the period until which the LESSEE shall stay in the premises due to non-refund of the advance rent and deposit if any.
- b. If during the term of this Agreement, the Premises are destroyed, or totally damaged, or are rendered wholly untenable by fire, earthquake, civil commotion, riots, political disturbances, or similar events and if the LESSOR shall decide not to rebuild the same, or if the building shall be so damaged as to be rendered beyond repair / unusable, then the LESSEE at its sole discretion shall have the right to terminate the Lease forthwith. Upon such termination, no further rent shall be due and advance rent and deposit money if any paid to the LESSOR by the LESSEE will be refunded within 90 days.
- c. Any notice/ payment cheque required to be given under this Agreement shall be deemed to be properly addressed and sufficiently served under the general law of service to the other Party at the following addresses. However, in case of change in the postal address, intimation to this effect shall be given in writing and acknowledgement obtained for the same from the other Party.
- d. That in case any person, association, or a group, or society of owners, or properties in the building, wherein the Premises is located, present or future, creates or causes



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to be created, or attempts to create any hindrance in the occupation and operation of the Premises by the LESSEE after the effective date of this Agreement, the LESSOR shall be solely responsible, at its own risk, to make the necessary arrangements in a manner that allows the LESSEE to peacefully continue the occupation and operation of the Premises as defined in the Agreement. LESSOR will also bear the maintenance charges to the Resident Union (registered or unregistered) or other maintenance society (if any) on account of the Premises rented to the LESSEE.

7. All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to
 - a. Purchase Committee-I (PC-I) of the Lessee for amicable settlement /resolution of the dispute at first stage.
 - b. In case of failure in settlement, at the second stage the case will be referred to the Authority of the LESSEE through Dir (Admin).
 - c. In case of failure of amicable settlement of dispute as above, it may be referred to agreed arbitrator mutually agreed by both the parties for arbitration in accordance with the applicable laws for the time being in force.
8. The lessor will provide the premises in best condition i.e. internal/external paint, working of all fixtures, electrical gadgets , addressing seepage issues, carpentry and wood work to the lessee before handing over the premises and if there is any shortcoming which is pointed out by LESSOR , the same will be done before handing/taking over.
9. The minor repair maintenance will be carried out by the LESSEE.
10. Complete internal and external Paint will be done by LESSOR (owner) after 2 and half years of possession as well.
11. Major repair maintenance, structural repairs, termite treatment, replacement of water supply and sewerage lines etc. and replacement of fixed assets like Meter replacement, Motors replacement if not repairable etc. shall be done by the LESSOR as and when required by the LESSEE.
12. This Agreement and its attached Annexure-A & B and mandatory requirements constitute the exhaustive description of obligations of the Parties and form an integral part of this agreement and have to be read and construed as such.

Pakistan Telecommunication Authority

13. This Agreement may not be assigned by either party other than by mutual agreement between the Parties in writing.
14. All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties.
15. Subject to the foregoing clause, this Agreement shall be binding upon, both parties and their respective successors and permitted assigns.
16. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusives statement of the terms of their agreement with respect to their relationship and all related matters.
17. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor prevent that party thereafter from subsequently enforcing that provision of any other provision of this Agreement.
18. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
19. The Lessee, shall not, because of expiration or termination of this Agreement, be liable to the Lessor for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the income/profit of the Lessor.

IN WITNESS WHEREOF the Parties hereto have set their hands the day, month and year first above written.

Lessor
(owner)
Name
NIC No.

Lessee
Pakistan Telecommunication Authority

Name
NIC No.

Witness # 1 _____
NIC No. _____


ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad

Pakistan Telecommunication Authority

Witness # 2 _____

NIC No. _____



ENGR. ASIF SAEED
Director (Civil Works)
Pakistan Telecommunication Authority
Headquarters F-5/1, Islamabad