

## TERMS OF REFERENCE

1. 1<sup>st</sup> Party i.e. Flashman's Hotel will provide the open premises measuring 5 ½ Kanal (150' X 56'), (220' X 108.5') to the 2<sup>nd</sup> party i.e Successful Bidder.
2. The period of this agreement is for three years only.
3. 2<sup>nd</sup> Party will pay rent in four equal installments as per schedule given below:-
  - I. 25% at the time of bidding.
  - II. 25% one month before start of 2<sup>nd</sup> quarter.
  - III. 25% one month before start of 3<sup>rd</sup> quarter.
  - IV. 25% one month before start of 4<sup>th</sup> quarter.
4. Company profile must show its current activities, comprehensive proposed business plan, financial background, capability, management, technical and legal aspects. experience and capabilities of efficiency in relevant field with National Tax Number and CNIC copies.
5. Since the Flashman's Hotel is run by the PTDC and is under the Government, therefore, all the Government laws / conditions / obligations applicable to the Flashman's Hotel will also be observed by the 2<sup>nd</sup> party.
6. 2<sup>nd</sup> party will use the premises for the purpose it is obtained and shall not carry any other kind of business and will also be refrain doing any activities which may lower the dignity, honour, prestige and businesses of the PTDC organization.
7. 2<sup>nd</sup> party will not use any other entrance / exit except already provided on Haider Road.
8. Electricity, water, gas and telephone connections will not be provided to 2<sup>nd</sup> party, however, NOC for installation of the same will be granted and the 2<sup>nd</sup> party will install above-mentioned things in the premises on his own risk and cost. The electricity, water, gas and telephone connections will be installed with best of the quality and if there is any damage of the property of the Flashman's Hotel because of these installations the 2<sup>nd</sup> party will be liable for the same.
9. Any violation of the Marriage Act (Punjab Government) and other laws of land will be the responsibility of 2<sup>nd</sup> Party.
10. 2<sup>nd</sup> party will not do any act which may disturb the privacy of the adjacent rooms of Flashman's Hotel.
11. Vulgarity, musical programs, sounds, wine parties and fireworks etc will not be held at the premises and in case of any breach, the 1<sup>st</sup> party will not be liable.

12. 2<sup>nd</sup> party will keep its own guards / chowkidars to protect its belongings and the 1<sup>st</sup> party will not be liable for any theft or fire etc.
13. 2<sup>nd</sup> party will not use the car parking of the Flashman's Hotel; the 2<sup>nd</sup> party will use the car parking outside the road.
14. All the terms and conditions of Punjab Rented Premises Act, 2009 will be applicable to the parties that this agreement is subject to registration according to law.
15. 2<sup>nd</sup> party shall not use the business for purpose other than that.
16. The 2<sup>nd</sup> party shall not sublet or assign the premises or any part thereof, not transfer or alleviate under the agreement or permit the use of the occupancy of the premises to any other than 2<sup>nd</sup> party.
17. 2<sup>nd</sup> party shall keep and maintain the premises in clean, proper and decent condition and shall not in any manner injure / damage the structure of the Flashman's Hotel and allow the construction and shall not create any obstruction in any passage.
18. 2<sup>nd</sup> party shall not make any permanent construction in the premises without prior sanction and consent of the 1<sup>st</sup> Party, any expenditure in such construction or change shall be borne by the 2<sup>nd</sup> party. On the expiry or vacation of the premises, the 2<sup>nd</sup> party shall remove the fixture, fitting or installation, in any manner and shall not claim any charges.
19. If the premises are damaged by fire, earthquake or other calamity and are demolished the 1<sup>st</sup> party shall not be obliged to repair or restore the same.
20. On the expiry of this agreement or its termination under the terms and conditions of this lease agreement, the 2<sup>nd</sup> Party shall remove his goods and wares from the said premises forthwith or within such period as the agreement may allow unless the agreement is extended.
21. 1<sup>st</sup> Party may terminate the agreement by giving two months notice for any violation of terms and conditions of the agreement by the 2<sup>nd</sup> Party.
22. In the event of the 1<sup>st</sup> Party insolvency or closure of business for any reason whatsoever the agreement shall stand terminated forthwith. That in case of privatization / devolution of the Hotel or its property by the government, the Lease agreement shall automatically terminated immediately and the 2<sup>nd</sup> Party shall not be entitled to any notice and shall not have any claim whatsoever against the 1<sup>st</sup> Party.