



TENDER DOCUMENTS FOR OUTSOURCING PTDC FLASHMAN'S HOTEL RAWALPINDI

RSVP
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Kohsar Block, Pak Secretariat,
Islamabad.
Email: info@tourism.gov.pk

SECTION I:

Introduction

Pakistan Tourism Development Corporation (PTDC) is a public sector corporation incorporated under the repealed Companies Act, 1913 (Now Companies Act, 2017). PTDC in its drive to make optimum utilization of its real-estate properties, wants to convert its properties into high-end Hotels/Resorts while keeping intact the heritage and architectural value attached to existing building, on lease basis which would help PTDC creating its constant source of revenue from the commercial use of the properties while simultaneously offering private party an adequate rate of return on their investment. This will not only make effective utilization of the PTDC property, but also ensure adequate supply of world-class facilities to the tourists beside encouraging competition in the hospitality industry and bring improvement in services delivery.

The Flashman's Hotel is a land mark of Rawalpindi and commercial hub of business activities. The property having facilities such as mini suites, deluxe & standard rooms, banquets halls, swimming pool, provision/addition of café & Bakery services, space for erection of marquees, installation of new bill boards, provision of installation of Modern Laundry Plant and spacious parking, be utilized for boosting up tourism infrastructure besides providing comfortable boarding/lodging facility to local & international visitors. The property has potential source of generating significant revenues and be utilized by carrying out renovation, refurbishing and interior beautification without disturbing the original historically existing structure of the buildings. Hotel is ideally located near Saddar Bazaar and is only 50-minutes' drive from New Islamabad International Airport. Suites, Deluxe rooms, Lalarukh restaurant, Chinar & Jasmine banquets halls are tastefully decorated. Staying at Flashman's Hotel always remains memorable.

Pakistan Tourism Development Corporation (PTDC), issues Tender Documents to applicants interested for operating this prime property for period of (05) five years extendable for another period of (05) years. PTDC is looking for individuals/firms/companies or JV's that meet the minimum requirement and obtain minimum qualifying marks, based on scoring criteria.

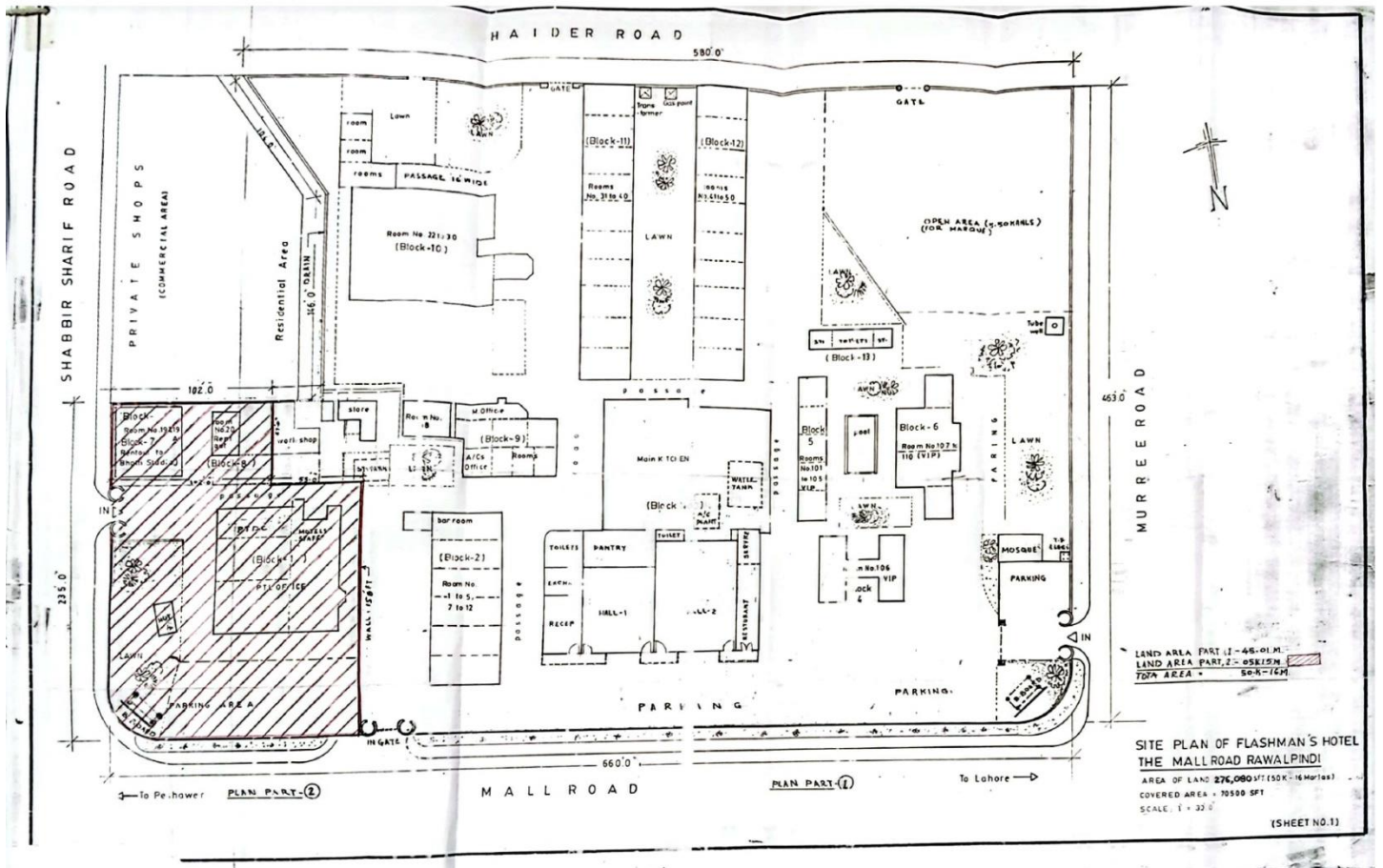
Details of Property:



PTDC Flashman's Hotel is consist of an area of 50 Kanal and 16 Marla's. An area of 05 Kanal 15 Marla comprising two (02) already leased properties i.e. Room No. 23, 24,25 & 09 PTDC offices previously used as offices of PTL, PTDC's Accounts and Motels Headquarters are not included in this process of outsourcing as shown in Site Plan. Thus, an area of 45 Kanal and 01 Marla is being outsourced. The hotel comprises of 66 rooms (46 hotel rooms and 20 management offices) consisting of mini suites, deluxe rooms, standard rooms, tastefully decorated reception, 02 Banquet Halls, kitchen, swimming Pool and open space measuring 5 ½ kanals for erection of Marquee. The 02 bill boards already installed within the premises are not included

in this outsourcing process. The properties/Rooms already leased out to private firms/individuals i.e. Room No. 23 & 24 leased to M/s Bhatti Studio and Room No. 25 leased to M/s Al-Khalid Engineering are also not included in this outsourcing process.

Site Plan: -





SECTION-II

Information/instructions to the Bidders / Applicants

1. Invitation to Bidders

- 1.1. Pakistan Tourism Development Corporation (PTDC) on behalf of Government of Pakistan, intends to outsource PTDC Flashman's Hotel Rawalpindi on "**AS IS WHERE IS BASIS**", to such reputed firms/ companies/ private corporations who shall operate the Hotel with a view to provide high standard hospitality services to the general public/ tourists and uplift the tourism sector of Pakistan with a good share of return for both the lessee and the lessor.
- 1.2. The bidders will be allowed to develop the premises, by way of retrofitting, renovation, and improvement of the existing premises within location.
- 1.3. Bidders will be provided support to review and visit the facility on his/her own expense, prior to submission of bids, failing which PTDC shall not be responsible for any subsequent claim by the bidder of being unaware of any physical or intangible fact or material information related to the property after the bid has been submitted.

2. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Tendering/bidding Document and clearly mark it "**ORIGINAL**". The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit 1 hard copy and 1 soft copy of the signed application in addition to the original application and clearly mark them as "COPY"**. In the event of any discrepancy between the original and the copy, the original shall prevail.

3. Cost of Application/Bidding

The bidding documents will be issued to the bidders on payment of Rs 10,000/- (non-refundable fee). Bidders shall be required to deposit the requisite fee in shape of a pay order issued in favour of PTDC, at the time of submission of **bid**. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the lessor shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Language of Bids

All correspondences, communications, associated with preparation of Bids, clarifications, amendments, and submissions shall be written in English language.

5. Clarification of Tender Document

An Applicant requiring any clarification of the Tender Documents shall contact PTDC's official email that is info@tourism.gov.pk. PTDC will respond by email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The PTDC shall upload its response to all queries on the official website of PTDC, www.tourism.gov.pk, including a description of the inquiry but without identifying its source. **PTDC reserves the right to amend the Tender Document as a result of a clarification if deemed appropriate and communicate the same to all applicants by email.**

6. Amendment of Tender Documents:

At any time prior to the deadline for submission of applications, PTDC may amend the Tender Document by Issuing addendum / Corrigendum. Any addendum / Corrigendum issued shall be part of the Tender Document and shall be communicated in writing or by Email to all who have obtained the Tender Document. The addendum/corrigendum



shall also be uploaded on the website of PTDC and PPRA for information of all concerned.

7. Letter of Application

The applicant shall submit Application form along with the documentary evidences / information required as per **Appendix-A**. This form shall be completed without any alteration to its format and shall be duly signed by the authorized representative of the bidder.

8. Joint Venture

a. Joint Venture Agreement

International Applicants may submit a Tender in a Joint Venture with a Pakistani firm. For local applicants, JV or joint bid is allowed only on the condition that the number of parties partnering for this purpose are not more than two, and the lead party should be clearly mentioned along with role of both parties. The lead party in this case will be evaluated against the eligibility criteria in Section III of this document, and the other party will be evaluated based on their role and expertise in the consortium. Tender Document shall be signed by all the members in the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Tender Document as per **Appendix-B**.

b. Lead Member

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as Lead member during the Tender and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Appendix-C**.

c. Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Tender and bidding period, and in the event of a successful bid, during contract execution.

9. Submission of Tender Application

Application for Tender (**One original and two copies** (01 hard & 01 soft)) must be received in **sealed envelopes** to be delivered by hand or through registered mail on or before the closing date as mentioned in the advertisement in the name and address as stated below:

General Manager (Motels), PTDC Head Office, Kohsar Block, New Secretariat, Islamabad.

Envelope should be clearly marked as **“TENDER DOCUMENT FOR LOCAL/INTERNATIONAL ORGANIZATIONS INTERESTED IN ACQUIRING PTDC FLASHMAN'S HOTEL, RAWALPINDI ON LEASE-BASIS.**

10. Late Submission of Tender Applications:

The Tender application which is received after the closing date and time shall not be entertained.

11. Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for



the PTDC's evaluation of the applicant's Tender or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated to the respective bidder.

12. Updating Tender Information

Pre-qualified Applicants shall inform the PTDC of any material change in information that might affect their qualification status. Applicants shall be required to update key pre-qualification information at the time of bidding. Prior to award of contract, the bidder of most advantageous bid will be required to confirm its continued qualified status in a post-qualification review process as deemed appropriate by the PTDC.

13. Only one Application

An Applicant shall submit only one application in the Tender process, either individually as an Applicant or as a member of a Joint venture.

14. Fraud & Corruption:

The PTDC requires that Applicants under this Tender process, observe the highest standards of ethics during this Tender and further processing.

In pursuit of this policy, the PTDC defines for the purposes of this provision, the terms set forth below:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Tender process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence the Tender;
- iii. "Collusive practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the PTDC, designed to establish artificial data/information; and
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Tender process;

The PTDC will reject an application for Tender if it determined that the Applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices; and

PTDC will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time for Tender if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices.

15. No Conflict

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if,

- i. such applicant and any other applicant have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in an applicant or a constituent thereof in the other



- applicant(s) is less than 1% of its paid up and subscribed capital; or
- ii. a constituent of such applicant is also a constituent of another applicant; or
 - iii. such applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Tender of either or each of the other applicant; or
 - iv. such applicant has participated as a consultant to the Client in the preparation of any documents, design or technical specifications of the Project: or
 - v. such applicant or the subscribers of the applicant firm has any member who is in active employment of the PTDC or its subsidiary companies or who is a member of the Board of Directors of PTDC or its subsidiary companies.
 - vi. Confirmation to the above clauses shall be provided by the bidder in the form of an Affidavit for No Conflict, stated as Form PQ-9 in the Annexure below.

16. Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the applicant shall not be disclosed to any person who is not officially concerned with the process or is not an Advisor in relation to, or matters arising out of, or concerning the Tender Process. The PTDC will treat all information, submitted as part of the Tender application, in confidence and will require all those who have access to such material to treat the same in confidence.

17. PTDC's Right

The PTDC reserves the right to take the following actions, and shall not be liable for any such actions:

- i. Amend the scope of work, if required while adhering to the Principles of Procurement as per Rule 4 of the Public Procurement Rules, 2004 during the Tender process.
- ii. Cancel the Tender process and reject all applications as per provisions of Rule 33 of Public Procurement Rules, 2004.

18. Address of PTDC

Kohsar Block (Ground Floor), New Secretariat, Islamabad.

19. PTDC Representative

General Manager (Motels), PTDC HO, Kohsar Block, New Secretariat,
Islamabad.
Phone: 051-9212837, 9212829.

SECTION-III

Mandatory Eligibility Criteria Checklist

Before the bidders submit their Tender documents, within the stipulated time mentioned in this Tender document bidders are required to make sure that following mandatory requirements of the Tender document are fulfilled. These requirements must be furnished at the time of submission of proposal. Non-submission of anyone of the following applicable requirements shall result in disqualification:

Sr. No.	Mandatory Eligibility Criteria Checklist	Mark
1	Letter of Application (Appendix-A) Applicant profile (Form TD-1) Proof of Certificate of incorporation or Registration or equivalent	
2.	Proof of NTN Certificate (if applicable, please check ()) Otherwise put a Cross (X) in the Mark Column)	
3.	In case of bid being submitted as joint venture (JV). (Form TD-2) a) Original affidavit on Stamp Paper(s) of worth PKR.1000 for joint venture agreement (Appendix B) b) Power of attorney for Lead Member of Joint Venture (Appendix C)	
4.	Local applicants should submit tax payment history of past 3 years. a. In case of Joint Venture, tax statements for both members of the JV will be needed. b. In case of international Joint Venture, tax payment status of the local partner will be evaluated as a local bidder which will require tax payment history of past 3 years.	
5.	Copy of Audited Annual Accounts (Last 3 years) (Form TD-3)	
6.	Relevant and General Experience for Hotel & Restaurant being managed & Operated (Form TD-4)	
7.	Proposed Team and Detail CVs (Form TD-5)	
8.	Litigation History for the Last Ten (10) Years (Form TD-6)	
9.	Affidavit for correctness of information (Form TD-7)	
10.	Original Affidavit on Stamp Paper (s) of worth of PKR. 100 (Form TD-8) a) Not being backlisted by any entity or Government Department in Pakistan. In case of JV undertaking by both parties will be necessary. b) Not a defaulter of any bank in Pakistan. In case of JV undertaking by both parties will be necessary.	
11.	Original Affidavit on Stamp Paper(s) worth PKR 100 for No Conflict of Interest with PTDC (Form TD-9)	



Eligibility & Evaluation Criteria

1. Eligibility Criteria

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation (**relevant documents to be attached**):

i. Legal Requirements:

- 1.1. Applicant in Pakistan should be a registered company according to the laws of Pakistan, with a history/experience of running Hotel and Restaurant operations and management for at least 05 under the same name and legal status. International bidders will not be allowed to bid without a local partner or representative with demonstratable experience of the sector and credentials.
- 1.2. Applications by international developers to be dealt according to the laws of Pakistan applicable for foreign investment.
- 1.3. Local applicants should be tax payers of Pakistan and should submit their tax payment history of past 3 years. In case of JV, tax statements for both members of the Joint Venture will be needed. In case of international JV, tax payment status of the local partner will be evaluated as a local bidder which will require tax payment history of past 3 years.
- 1.4. Applicant should provide undertakings in the form of Affidavit on a stamp paper of Rupees 100 of the following:
 - a. Not being blacklisted by any entity or government department in Pakistan. In case of JV undertaking by both parties will be necessary.
 - b. Not a defaulter of any bank in Pakistan. In case of JV undertaking by both parties will be necessary.

ii. Commercial Requirements:

- 2.1. Having demonstratable experience of operating and managing a similar project in the hospitality industry for at least (05) five years prior to the date of submission of EOI.
- 2.2. Experience including management and operations of other hotel and Restaurant projects with at least 50 rooms or above, in one project or collectively in multiple locations. In case of Restaurants business, the experience of operating restaurant having 50 person sitting capacity at a time is mandatory.
- 2.3. Demonstratable experience of managing and operating Restaurant/ food and beverage related activities project with at least 05 years practical experience including restaurant management, with a sitting capacity of at least 50 persons at a time.
- 2.4. Experience of at least 05 years for handling and management of banquet facilities and corporate events within the project.
- 2.5. Having knowledge and capability of safety and health standards of Pakistan applicable to the hospitality industry.
- 2.6. Having knowledge of tourism industry of Pakistan and the dynamics of seasonality in this business, especially in the context of the climate change of Pakistan.
- 2.7. In case of JV, requirements 2.1 to 2.6 will be applicable to the lead member in the two-party Joint Venture.

iii. Financial Requirements: (To become eligible)

- 3.1. Audited financial statements of the company operating the hotel and Restaurant business, for at least 03 years prior to the date of submission of tender documents.
- 3.2. Having an annual turnover of at least PKR 30 Mn as per commercial requirements.
- 3.3. Have sound financial stability with a current account ratio of at least 1.5 in the last two years of business, as stated in the audited financial statements.
- 3.4. Interested parties should demonstrate source of funds, if investment in PTDC property is being made directly by the sponsors/owners.

Note: In case of JV, the financial soundness criteria will have to be met by both members of the JV,



as per requirement in Sub Category A: Financial Soundness mentioned below in Paragraph 2: Bidding Criteria

2. Qualification Criteria

Tender will be based on applicant's meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the applicant's response in the Tender Forms and necessary documentary evidences for validating and confirming the information required in the following criteria and forms.

Tender evaluation criteria as mentioned below is applicable for applicants:

Sub-Category	Category	Weightage/ Marks
A	Financial Soundness	40
B	Experience Record	40
C	Brief Understanding and Project Implementation plan	10
D	Personnel Capabilities	10
	Total	100

Marks shall only be given if the Tender Forms are filled by the applicant as per instructions given in this Document.

Tender status shall be decided on the basis of Pass/Fail Criteria.

No compromise shall be made on minimum requirements of 50% marks in each category and an overall minimum of 70% marks as a total shall be required to pre-qualify.

In case of JV, marks will be awarded to each member of the JV, based on the proposed role of each member in the JV. For example, the lead member will state clearly in the application if any attribute in the qualification criteria, other than the one mentioned in Sub Category A: Financial Soundness in Paragraph 2: Qualification Criteria, will be evaluated for the other member in the JV who is not declared as the lead in the application for Tender. The lead member will clearly state which attribute of the qualification criteria will be met by which member of the JV and provide a rationale for doing so in the cover letter of the Tender application as well as in the letter of association between the JV members.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under: Any application submitted without fulfilling entirely the legal requirements mentioned in Section II containing Legal requirements shall be considered invalid for evaluation and scoring.

SUB CATEGORY A: FINANCIAL SOUNDNESS

For financial soundness, audited financial statements for *last three financial years shall be submitted. No marks shall be given if audited financial statements or Bank statements of last three financial years are not attached.*



In case of Joint Venture (JV),

- (i) All members combined are required to meet the given criteria of financial soundness,
- (ii) Lead Member must meet at least 70% of the qualifying scores for financial soundness;
and,
- (iii) Each JV member (other than lead member) must meet at least 20% of the qualifying scores.

Marks shall be awarded on the basis of the following criteria:

Sr. No	Category	Marks Assigned	Criteria for Marks
a)	Audited financial statements of the company operating the hotel business at least 03 years prior to the date of submission of this EOI,	15	<ul style="list-style-type: none"> • Full Marks will be given if 3 years financial statements audited by category "A" Chartered accountancy firm are provided. • 5 Marks will be given if 3 years financial statements audited by category "B or below rating" Chartered accountancy firm are provided. • No marks will be given if audited financial statements of 3 years are not provided.
b)	i) Having an annual turnover of at least PKR 30 Mn from the existing hotel business in the last 3 years	15	<ul style="list-style-type: none"> • Full Marks will be given if annual turnover in the last 3 years is more than PKR 30 MN. • 5 marks will be given if annual turnover in the last 3 years is between PKR 15 Mn to PKR 30 MN • No Marks will be given if annual turnover of last 3 years is less than PKR 15 Mn.
c)	Have sound financial stability with a current account ratio of at least 1.5 in the last two years of business, as stated in the audited financial statements submitted by the interested party.	5	<ul style="list-style-type: none"> • Full marks will be given if annual current account ratio in the past 2 years is more than 1.5 times as stated in the annual audited financial statements. • 3 marks will be given if annual current account ratio in the past 2 years is between 1.0 to 1.5 times as stated in annual audited financial statements. • No marks will be given if annual current account ratio in the past 2 years is less than 1.0 times as stated in annual audited financial statements.
d)	Interested parties should demonstrate source of funds, if investment in PTDC properties is being made directly by the sponsors/owners.	5	<ul style="list-style-type: none"> • Full marks will be given to applicants providing complete and accurate source of funds for investment in the PTDC project. • No marks will be given to applicants not providing complete and accurate source of funds for investment in the PTDC project.
	Sub-Category 'A' Total	40	



SUB CATEGORY B: EXPERIENCE RECORD

Marks shall be awarded on the basis of the following criteria:

Sr. No	Category	Marks Assigned	Criteria for Marks
a)	Having demonstratable experience of operating and managing a similar project in the hospitality industry for at least (05) years prior to the date of submission of TD.	10	Full Marks will be given if applicant has demonstratable experience of hotel business at least 05 years prior to submission of this application. No Marks will be given if applicant has no demonstratable experience of hotel and business of at least 5 years prior to submission of this application.
b)	Experience of management and operations of other hotel projects up to 50 rooms or above, in one project or collectively in multiple locations.	10	Full Marks will be given if applicant has demonstratable experience of operating and managing a hotel project of 50 or more rooms at least five years prior to the date of submission of Tender Documents. 5 Marks will be given if applicant has demonstratable experience of operating and managing a hotel project of 25 to 50 rooms for at least 05 years prior to the date of submission of application. No Marks will be given if applicant does not provide demonstratable experience of operating and managing a hotel project of at least 25 rooms for at least 05 years prior to the date of submission of application.
c)	Demonstratable experience of managing and operating food and beverage related activities including; room service and restaurant management, with a volume of at least more than 25 covers/day in single restaurant.	8	Full Marks will be given if applicant has demonstratable experience of managing and operating food and beverage related activities including; room service and restaurant management, with a capacity of more than 25 cover/day in a single restaurant. 5 Marks will be given if applicant has demonstratable experience of managing and operating food and beverage related activities including; room service and restaurant management, with a capacity between 10 and 25 cover/day in a single restaurant. No Marks will be given if applicant does not have demonstratable experience of managing and operating food and beverage related activities including room service and restaurant management with a capacity of at least 10 cover/day in a single restaurant.
d)	Experience of handling and management of banquet facilities and corporate events within the project.	8	Full marks will be given to applicants with experience of handling and management of banquet facilities and corporate events within the project. No marks will be given to applicants with no experience of handling and management of banquet facilities and corporate events within the project.



e)	Have knowledge and capability of safety and health standards of Pakistan applicable to the hotel industry.	2	Full marks will be given to applicants providing a brief write up on their knowledge and capability of safety and health standards of Pakistan applicable to the hotel industry. No marks will be given to applicants providing a brief write up on their prior knowledge and capability of safety and health standards of Pakistan applicable to the hotel industry.
f)	Have knowledge of tourism industry of Pakistan and the dynamics of seasonality in this business, especially in running Hotel and Restaurants.	2	Full marks will be given to applicants providing a brief write up on their knowledge of tourism and hospitality industry No marks will be given to applicants fail to providing a brief write up on their prior knowledge of tourism and hospitality industry.
Sub-Category 'B' Total		40	

SUB-CATEGORY C: BRIEF UNDERSTANDING AND PROJECT IMPLEMENTATION PLAN

Firms/Contractors has to provide a brief understanding of the project along with a detail project implementation plan.

Marks shall be awarded on the basis of detail and thoughtfulness of the project development and implementation plan by the applicant. **Maximum of 10 marks can be obtained in this category.**

SUB-CATEGORY D: CAPABILITIES OF PERSONNEL PROPOSED BY THE APPLICANT

Marks shall be awarded on the basis of the following criteria:

Sr. No	Category	Marks Assigned	Criteria for Marks
a)	CVs of Professional Staff with relevant experience of Hotel management	10	<ul style="list-style-type: none"> • 1 to 5 Marks will be given if a detailed and thought-out organization chart is provided, showcasing a comprehensive management approach of the property being applied for. • 1 to 5 Marks will be given if detailed CVs with experience of key management professionals proposed for the project are provided.
Sub-Category 'D' Total		10	



SECTION-IV
APPENDICES & TENDER FORMS



Appendix A

Letter of Application

[Letterhead paper of the Applicant, or Lead Member of joint venture, including full Postal address, telephone no., fax no and email address]

Date: _____

To: _____

Sir,

1. Being duly authorized to represent and act on behalf of..... (hereinafter "the Applicant"), and having reviewed and fully understood all the Tender information provided, the undersigned hereby apply to be qualified as an applicant for the Lease Out Option of PTDC Flashman's Hotel Rawalpindi.
2. Attached to this letter are copies of original documents defining:
 - a) The Applicant's legal status;
 - b) The principal place of business; and
 - c) The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
3. The PTDC and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. The PTDC and its authorized representatives may contact the following persons for further information, if needed.



General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

5. This application is made with the full understanding that:
- (a) Bids by prequalified applicants will be subject to verification of all information submitted for Tender at the time of bidding;
 - (b) The PTDC reserves the right to:
 - (i) Amend the scope of work if required during the Tender process; and
 - (ii) Reject or accept all application, cancel the Tender process.
 - (c) The PTDC shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
 - (d) The PTDC shall not be liable for consequence of, and shall be under no obligation to inform the applicant of the grounds for, actions taken under para 5(b) here above.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

Signed for and on behalf of
[Bidder/Lead Member]

Signature _____
 Name: _____
 Designation: _____
 Date: _____

Seal _____



Appendix B

Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000) To:

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called “Lead Member”

[Name and address of the Member firm]
who for the purpose of this Agreement shall hereinafter called “Member”. They hereby declare:

1. That they will legalize a Joint Venture in case that a Contract for the Development of_ is awarded to their group.
2. That they have nominated _____(name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr./Ms. _____(name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV’s Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture is constituted for the purpose of the execution of the Construction of _____ under this contract.
6. That if the PTDC accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the PTDC.
7. That each member’s share of the Work, stated as percentage of the total contract amount, shall be a follow.
8. That the Members shall enter into a definitive Joint Venture Agreement, in case of award of Contract, covering the detailed rights and obligations of the members and others details as deemed necessary for successful execution of the Project.

1. Signed for and on behalf of [Name of the Lead Member]

Signature Name:

Designation: Date:

Seal

2. Signed for and on behalf of [Name of the Member]

Signature

Name:

Designation:

Date:



Appendix C

Power of Attorney for Lead Member of Joint Venture

[To be printed on a PKR 100 stamp paper]

Whereas the PTDC has invited Application for Tender of Applicants for Developing PTDC Flashman's Hotel on Lease Basis.

Whereas, _____, _____ and _____ (collectively the "**Joint Venture**" and individually as the "**Member**") being members of the Joint Venture are interested in Tender for the Project in accordance with the terms and conditions of the Tender Document and:

Whereas, it is necessary for the JV to designate one of the JV Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's Tender Application for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s

_____, having its registered office at _____, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Tender process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For: _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

(Executants)



(To be executed by both the Members of the Joint Venture) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.



FormTD-1

General Information

Applicant (or each Member of a Joint Venture) applying for Tender is required to complete the information in this form.

1.	Name of Firm	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	NTN#	
9.	Name, Designation and Mobile Number of Firm's Representative	

Detail of Owners/ Directors

	Name	Designation	Nationality
1.			
2.			
3.			
4.			
5.			



Joint Venture Details

Names of all Members of a Joint Venture
1. Lead Member
2. Member

- Role of each member in the JV, with respect to the project,
- Reason for forming the JV, especially in this context and the value this JV will create for the Client,
- Clearly spell out the term of the JV which should be state that it will be intact till the term of the lease being applied for and any breach in the JV before the expiry of lease term with PTDC will result in penalties to the lead member unless indemnity is provided to PTDC by the lead member for continuing the project without the consortium member in the event of early dissolution of the JV.



Form-TD-3

Financial Soundness

*Applicant (Lead Member of a Joint Venture, in case of JV) applying for Tender is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.***

Financial information in Pak Rupees	Year 1	Year 2	Year 3
Annual Turnover			
Total Assists			
Total Liabilities			
Net Worth			
Working Capital			
Current assets			
Current liabilities			
Profits before taxes			
Profits After taxes			
Total Debt			
Total Equity			
Total Revenue			



Details - Similar Nature Hotel & Restaurant Projects being Managed & Operated

Applicant and each Member of a Joint Venture applying for Tender is required to complete the information in this form.

(Use a separate sheet for each Member of a Joint Venture.)

Project Details:

- Project name and location,
- Year of commencement of commercial operations,
- Type of ownership of property (owned or leased),
- Lease term and lessor name (if applicable),
- If Franchise is obtained, the terms of franchise restricting use of name in any other property or any restriction on starting a new project outside the scope of franchise,
- Number of rooms in the project (with each category of room),
- Occupancy levels in the last 3 years,
- Number of restaurants in the property,
- Details of restaurant, with type of cuisine, number of covers per day and annually in the past 3 years,
- Banquet hall or corporate events in the property, along with occupancy levels and meal covers in the last 3 years,
- Facilities inside the property, in terms of room services, amenities, packages or other services
- Facilities outdoor, such as sports (with type of sport), swimming pool or any other guest attraction,
- Associated arrangements for guest convenience such as rent a car or tour operator desk etc.
- Any other detail worth mentioning about the project. E.g. Unique location, heritage site, or cultural focus.



Personnel Capabilities

Name of Applicant:

(Applicant or Member of Joint Venture)

1	Title of Position	
	Name of Proposed staff	
2	Title of Position	
	Name of Proposed staff	
3	Title of Position	
	Name of Proposed staff	
4	Title of Position	
	Name of Proposed staff	
5	Title of Position	
	Name of Proposed staff	

Note:

CVs of proposed personal shall be attached for detailed evaluation.



Litigation History for the last Ten (10) Years

Name: _____
(Applicant or Member of Joint Venture)

Description of Contract	Year	Name of Client, Cause of litigation and matter in dispute	Disputed amount (Current value in PKR or US\$ equivalent)	Award FOR or AGAINST Applicant	Remarks by Applicant

Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.



AFFIDAVIT FOR CORRECTNESS OF INFORMATION
(To be printed on PKR 100 Stamp Paper)

Name: _____
(Applicant or member of Joint Venture)

I, the undersigned, do hereby certify that all the statements made in the Pre- Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by PTDC if the PTDC, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the PTDC 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 PTDC.

PTDC undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of
the firm*

Title of Officer _____

Name of Firm _____

Date _____



Form TD-8

AFFIDAVIT FOR NON-BLACKLISTING BY ANY GOVERNMENT ORGANISATION OR DEPARTMENT

(To be printed on PKR 100 Stamp Paper)

(To be completed by each member of Joint Venture)

Name: _____

We hereby confirm and declare that we, M/s ----- , are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken Works/ Services during the last 10 years.

For

Authorized Signatory Date:



Form TD-9

**AFFIDAVIT FOR NO CONFLICT-OF-INTEREST WITH PTDC
(To be printed on PKR 100 Stamp Paper)**

(To be completed by each member of Joint Venture)

Name: _____

We hereby confirm and declare that we, M/s ----- ,
do not have any conflict of interest as per Clause 14 of this Tender document.

For

Authorized Signatory Date:

SECTION V

20. Applicable Bidding Procedure.

- 20.1 The following bidding procedure shall be followed for the transaction. Bidders are advised to refer to the Bid Data Sheet (BDS) to confirm the Bidding procedure applicable in the present bidding process.
- 20.2 The bidding procedure prescribed in the Bid Data Sheet is explained below:
- i. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the **Bid Proposal and the Bid Security**;
 - ii. The envelopes shall be marked as “**Bid Proposal**” and **Bid Security**” in bold and legible letters to avoid confusion;
 - iii. Both envelopes marked “**Bid Proposal**” and **Bid Security** shall be opened at a time of submission of bid.
 - iv. The Bid Security of all bidders shall be retained by PTDC till open competitive financial bidding, the bid security of highest bidder and 2nd highest bidder will be retained by PTDC till execution of agreement while the bid security of rest of bidders will be returned within week after financial bidding.
 - v. Upon scrutiny and evaluation of bidding documents received from different individuals /firms, a list of qualified/responsive bidders will be prepared for Financial Competition and will be uploaded on PTDC web-site.
 - vi. The invitation for open competitive financial bidding will be sent to only those bidders who have scored equal to or higher than 70% marks in their overall technical scores and at least 50% marks in all categories.
 - vii. Time, date and venue of the open competitive bidding to be announced and communicated to the bidder at least two weeks in advance, for facilitating the international bidders to arrange for their travel.
 - viii. The open competitive financial bidding will be undertaken at the premises of PTDC head office, which shall be attended by the authorized representatives of the technically responsive bidders.
 - ix. The open competitive financial bidding shall start with the Reserve Price for the property as mentioned in BDS. The bidder should be cognizant of the fact that the Reserve price is the Minimum Annual Rent for the first year of lease term, and the amount of rent shall be subject to an increase of 10% annually as per terms & conditions of the draft lease agreement attached with this Tender document for reference to the bidders.
 - x. The authorized representatives attending the open competitive financial bidding, shall be provided adequate number of chances for increasing their bid, based on the bids of other competitors attending the process. The bidder with the highest bid price shall be required to complete on the spot, the **FIN-2 FINANCIAL BID SUBMISSION FORM** annexed as part of the required documents in the Tender documents. The attendees shall make sure that they have made the requisite arrangements for signing the **FIN-2 FINANCIAL BID SUBMISSION FORM**, that is, the company letter head and stamp etc.
 - xi. The Bid Security received from bidders found non-responsive shall be returned after open competitive financial bidding.
 - xii. Successful bidder who has qualified and offered highest financial bid shall be invited for negotiations on the terms of lease agreement for facilitating project implementation and signing of the lease agreement.

- xiii. In case the highest financial bidder does not sign the lease agreement within the stipulated time of contracting, the lessor or PTDC will approach the second highest bidder or call for new bids in case the next highest bidder is not financially competitive against the first highest bid.

21. The bidding Documents:

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents, and Instructions to Bidders. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder's risk and may result in the rejection of bid.

22. Pre-Bid meeting and Clarification(s) on Bidding Documents

A prospective bidder requiring any clarification of the Bidding Document may notify the lesser in writing through PTDC's official email i.e. info@tourism.gov.pk. PTDC will respond by email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The PTDC shall upload its response to all queries on the official website of PTDC i.e. www.tourism.gov.pk, including a description of the inquiry but without identifying its source. **PTDC reserves the right to amend the bidding document as a result of a clarification if deemed appropriate and communicate the same to all bidders by email.** Pre-bid meeting with the interested bidders will be held on ----- at ----- PTDC HO, Kohsar Block, Pak Secretariat, Islamabad.

23. Amendment(s) to the Bidding Documents:

- 23.1 At any time prior to the deadline for submission of bids, the lessor, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s), or cancel the bidding process at their discretion.
- 23.2 All prospective Bidders that have received the bidding documents shall be notified of the amendments through e-mail and shall be binding on them.
- 23.3 Order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the lessor or PTDC, at its discretion, may extend the deadline for the submission of bids.

24. Bid Price/ Lease offer:

- 24.1 The bidder shall indicate their best offer during the open competitive financial bidding that will be held by PTDC and qualified bidders will be invited for an open competitive financial bidding.
- 24.2 The highest bidder will then confirm in writing at the end of the open competitive financial bidding process on their formal letter head, the amount of bid on annum basis for the property. The offer will be clearly written and signed by the bidder on the same day, after the bidding has ended. Any alteration/ correction must be initialled.
- 24.3 Every page is to be signed and stamped at the bottom.

25. Bid Currencies.

Price / lease offers shall be quoted in the currency as mentioned in the Bid Data Sheet.

26. Documentation on Eligibility of Bidders:

- 26.1 In pursuance of the formal submission of bids mentioned above, the formal Bid Form, required at the end of the bidding process, establishing the Bidder's capability to fulfil the bid and ability to perform throughout the lease term if the bid is accepted, and the bidder is asked to sign the lease agreement. A proforma of the Bid

Submission Form has been annexed below for reference of the bidders. Refer to annexure **Fin 2: Financial Bid Submission Form**.

- 26.2 The documentary evidence of the Bidder's eligibility to bid shall establish, to the lessor's satisfaction that the Bidder, at the time of submission of its bid, is an eligible bidder as defined under INSTRUCTIONS TO BIDDERS above.

27. Bid Security:

- 27.1 The bidder shall furnish, as part of the bid a Bid Security of **20%** of the Minimum Lease amount or Reserve Price, as mentioned in BDS: in the form of a Pay Order/Bank Draft in favour of Pakistan Tourism Development Corporation.
- 27.2 Unsuccessful Bidder's Bid Security shall be discharged or returned soon after signing of lease agreement with the successful bidder.
- 27.3 The successful Bidder's Bid Security shall be discharged upon signing of contract.
- 27.4 The Bid Security may be forfeited:
- (1) If a Bidder withdraws its bid during the period of bid validity'
- Or
- (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a Performance Security / Guarantee for the duration of the contract.

28. Bid Validity:

- 28.1 Bids shall remain valid for the period identified in the **BDS i.e. 180 days** after the date of submission of **FIN-2 FINANCIAL BID SUBMISSION FORM** as subscribed by the procuring entity. A bid valid for a period shorter than the one prescribed in the BDS, shall be rejected by the Lessor as non-responsive.
- 28.2 The lessor shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 28.3 Bidders who agree to the Lessor's request for extension of bid validity period shall not be permitted to change the substance of their bids; and,
- 28.4 Bidders who do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

29. Formats and signing of bids:

- 29.1 The Bidder shall prepare and submit their bid and provide documents as appropriate, copies of any documents must be signed and stamped by the bidder. The bidder shall submit separate technical proposal and bid security for the property.
- 29.2 The original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid form.
- 29.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.
- 29.4 Any tampering, illegitimate inclusion or exclusion in any part of the Bidding Documents shall lead to disqualification of the Bidder.

30. Deadline for submission of Bids;

- 30.1 Bids must be submitted by the bidder and received by the lessor at the address on the time and date specified. Bids received later than the time and date specified will stand summarily rejected.
- 30.2 The Lessor may, in its discretion, extend the prescribed deadline for the submission of bids by amending the advertisement notice.

- 30.3 Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

31. Late Bids:

Any bid received by the Lessor after the deadline for submission of bids prescribed by the lessor pursuant to INSTRUCTIONS TO THE BIDDERS Clause 14 shall be rejected and returned un-opened to the Bidder.

32. Withdrawal of Bids:

- 32.1 The bidders may withdraw their bid after the bid's submission and prior to the deadline prescribed for opening of bids.
- 32.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity.
- 32.3 Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder.

33. Opening of Bids by the Lessor:

- 33.1 All bids received, shall be opened by PTDC, publicly in the presence of the Bidders or their representatives who chose to be present on the date, time, and venue.
- 33.2 The opening of Bids shall be subject to the Bidding Procedure elaborated in INSTRUCTION TO THE BIDDERS.
- 33.3 All Bidder in attendance shall sign an attendance sheet.
- 33.4 The Lessor shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, any bid modifications or withdrawal, the presence or absence of the requisite Bid Security, and such other details as the Lessor, at its discretion, may consider appropriate.
- 33.5 The lessor shall have the minutes of the Bid opening and Open Financial Bidding recorded.
- 33.6 No bid shall be rejected except for late bids, which shall be returned un-opened to the Bidder.
- 33.7 The bids found without Bid Security shall also be returned un-announced to the Bidders.

34. Pre-Evaluation of bids by the Lessor:

During evaluation of the bids, the lessor may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the substance of the bid shall be sought, offered, or permitted.

35. Preliminary Examination:

- 35.1 The lessor shall examine the bids to determine whether they are complete, whether any computational errors have been made. Whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 35.2 The lessor may waive any minor non-conformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or defect the relative ranking of any Bidder.
- 35.3 Prior to the detailed evaluation, the Lessor shall determine the substantial responsiveness of each bid; a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. The Lessor's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 35.4 If a bid is not substantially responsive, it shall be rejected by the lessor and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

36. Evaluation of Bids:

- 36.1 The lessor shall evaluate and compare the bids, which have been determined to be substantially responsive in accordance with Eligibility & Evaluation Criteria.
- 36.2 All bids shall be evaluated in accordance with the Eligibility & Evaluation Criteria mentioned in Section II, and other terms and conditions set forth in this bidding documents.
- 36.3 A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for Lease.

37. Determination of Qualification of Bidder:

- 37.1 Any bidder who has secured 50% marks in each category and over all minimum of 70% marks as a total shall stand qualified and will be allowed to participate in open competitive financial bidding.
- 37.2 The Lessor, at any stage of the bid proceedings, having credible reasons for or prima facie evidence of any defect in Bidder's capacities, may require the Bidder to provide information concerning their professional, technical, financial, legal or managerial competence.
- 37.3 Such qualification shall only be laid down after recording reasons thereof in writing. They shall form part of the records of that procurement proceeding.
- 37.4 The Lessor shall determine to their satisfaction whether a bidder, technically and financially qualified is capable to perform the Contract satisfactorily.
- 37.5 The determination can take into account the Bidder's financial, technical, and operational capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidders, as well as such other information as the lessor deems necessary and appropriate.
- 37.6 An affirmative determination shall be a pre-requisite for entering open competitive financial bidding, prior to the final qualification. A negative determination shall result in rejection of the bidder's bid, in which event the lessor shall proceed to the next highest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 37.7 The Lessor shall disqualify a bidder if it finds at any time, that the information submitted in the bid concerning qualification as bidder was false and materially inaccurate or incomplete.

38. Announcement of Evaluation Report:

The lessor may announce the results of the bid evaluation in form of a report through PTDC website, via e-mail or display on office notice board, giving justification for acceptance or rejection of bids at least ten days prior to the signing of lease agreement.

39. Rejection of Bids:

- 39.1 The lessor may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PTDC may upon request communicate to any bidder who submitted a bid or proposal, the grounds for rejection of all bids or proposals. However, the lesser shall not be bound to justify those grounds.
- 39.2 The Lessor incurs no liability, solely by virtue of its invoking INSTRUCTIONS TO THE BIDDERS above towards Bidders who have submitted bids.
- 39.3 Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.
- 39.4 Any bid not received as per terms and conditions laid down in this document, is liable to be ignored. No bid shall be considered if:
 - Received without Bid Security;
 - It is received after the date and time fixed for its receipt;
 - The Tender document and the bid are un-signed;

- The offer is ambiguous or conditional;

40. Re-Bidding:

- 40.1 If the lessor has rejected all bids, it may call for a re-bidding.
- 40.2 The Lessor before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other conditions for Bidders, as it may deem necessary.

41. Contacting the Lessor:

- 41.1 No bidder shall contact the lessor on any matter relating to its bid, from the time of the bid opening to the time of announcement of evaluation report. If a bidder wishes to bring additional information to the notice of the procuring entity, it should do so in writing.
- 41.2 Any effort by the Bidder to influence the lessor in its decisions on bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

42. Acceptance of Bid, Invitation to Open Competitive Financial Bids & Award Criteria:

- 42.1 The bidders who have qualified by obtaining minimum 70% marks shall be invited for an Open Competitive Financial Bidding through invitation letter.
- 42.2 The bidders invited for the open financial bidding should be cognisant of the fact that the financial bid price shall be in accordance to the requirements of the BDS which states the Reserve Price, to be treated as floor price for start of the Open Competitive Financial Bidding.
- 42.3 The highest evaluated responsive bidder shall be invited by PTDC for negotiations on the terms of the lease agreement for facilitating project implementation and signing of the lease agreement within 30 days of completion of bidding process. A specimen of the Draft Lease Agreement has been stated in BIDDING DOUCMENTS.

43. Notification of award.

The lessor shall notify to the highest evaluated responsive bidder, in writing within 30 days of finalisation of bidding process that their bid has been accepted.

44. Security Deposit

Lessee shall pay to the Lessor/PTDC an amount of Security Deposit which will be an amount equal to 20% of the lease offered amount/first-year annual rent for PTDC Flashman's Hotel Rawalpindi to be held by PTDC as security for the effective performance of provisions mentioned in the Draft Lease Agreement by the lessee.

45. Reserve Price

- 45.1 PTDC has estimated a Minimum Annual Rent or Reserve Price for this property based on exert analysis of the highest and best use market study of the property, attached with this bidding documents. Therefore, the Reserve Price for this property has been set by PTDC as mentioned in BDS.
- 45.2 The reserve price is inclusive of cost of existing moveable inventory which will be handed over to the Lessee on As-is-Where Basis. The moveable and immovable properties will be returned to Lessor after expiry of lease terms and termination of lease agreement if terminated before completion of contract period.
- 45.3 The open financial bidding will be started with any amount over and above this reserve price, estimated as a base case for start of open competitive financial bidding.
- 45.4 Requirements with respect to payment of Rent are also mentioned in Draft Lease Agreement.

46. Fraud & Corruption:

The PTDC requires that Applicants under this Tender process, observe the highest standards of ethics during this bidding and further processing.

In pursuit of this policy, the PTDC defines for the purposes of this provision, the terms set forth below:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Tender process or in contract execution;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence the Tender bidding;
- iii. "Collusive practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the PTDC, designed to establish artificial data/ information; and
- iv. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Tender process;

47. No Conflict

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if,

- i. such applicant and any other applicant have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in an applicant or a constituent thereof in the other applicant(s) is less than 1% of its paid up and subscribed capital; or
- ii. a constituent of such applicant is also a constituent of another applicant; or
- iii. such applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the bidding process of either or each of the other applicant; or
- iv. such applicant has participated as a consultant to the Client in the preparation of any documents, design or technical specifications of the Project: or
- v. such applicant or the subscribers of the applicant firm has any member who is in active employment of the PTDC or its subsidiary companies or who is a member of the Board of Directors of PTDC or its subsidiary companies.
- vi. Confirmation to the above clauses shall be provided by the bidder in the form of an Affidavit for No Conflict, stated as Form TD-9 in the Annexure below.

48. Confidentiality

Information relating to the examination, clarification, evaluation and

recommendation for the applicant shall not be disclosed to any person who is not officially concerned with the process or is not an Advisor in relation to, or matters arising out of, or concerning the Tender bidding Process. The PTDC will treat all



information, submitted as part of the bidding application, in confidence and will require all those who have access to such material to treat the same in confidence.

49. PTDC's Right

The PTDC reserves the right to take the following actions, and shall not be liable for any such actions:

- i. Amend the scope of work, if required while adhering to the Principles of Procurement as per Rule 4 of the Public Procurement Rules, 2004 during the tendering process.
- ii. Cancel the tender/bidding process and reject all applications as per provisions of Rule 33 of Public Procurement Rules, 2004.

50. Address of PTDC

Kohsar Block (Ground Floor), New Secretariat, Islamabad.

51. PTDC Representative

General Manager (Hotels), PTDC HO, Kohsar Block, New Secretariat, Islamabad.

Phone: 051-9212837, 9212829.

SECTION VI: BID DATA SHEET

Paragraph Ref. #	Description	Detail
ITB 1	Bid reference number	PTDC 2024/Outsourcing Flashman's Hotel-01
ITB 2	Name of client	PTDC
ITB 3	Name of Project	Outsourcing of PTDC Flashman's Hotel-, Rawalpindi.
ITB 4	Commencement date of provision of bidding documents	06-05-2024
ITB 5	Cost of Bidding	PKR 10,000 non-refundable in the shape of a Pay Order or Bank Draft in favor of PTDC.
ITB 6	Bidding procedure	One stage one envelope with Open Competitive Financial Bidding
ITB 7	Duration of lease term	Minimum 05 years , extendable for another period of 05 years.
ITB 8	Clarification on bidding documents	General Manager (Hotels), PTDC HO, Kohsar Block, New Secretariat, Islamabad. Email: info@tourism.gov.pk
ITB 9	Language of bid	English
ITB 10	Bid Price/Lease offer	Total Annual Rent of PTDC Flashman's Hotel, Rawalpindi.
ITB 11	Currency of bid	Pakistan Rupees
ITB 12	Amount of Bid Security	20% of the reserve price indicative for starting the bidding process. Reserved price of the property is mentioned in BDS.
ITB 13	Bid validity period	180 days
ITB 14	Last date and time for submission of bids	04-06-2024 at 3.00 PM
ITB 15	Date, and time of opening of bids	04-06-2024 at 3.30 PM
ITB 16	Evaluation Criteria	Attached in Section II
ITB 17	Acceptance of Bid, and Invitation to Open Competitive Financial Bids & Award Criteria	The bidders who have qualified by obtaining minimum 70% marks in the bid shall be invited for Open Competitive Financial Bidding on Date and Time as per letter of invitation.
ITB 18	Security Deposit	Security Deposit will be calculated as an amount equal to 20% of the first-year annual lease amount , to be held by PTDC as security for the effective performance.
ITB 19	Reserve Price	Reserve prices of the property has been set by PTDC to provide a base case for starting open competitive financial bidding and the same have been stated at Annexure I . Reserve Price Schedule.
ITB 20	Specific description of PTDC property in the bidding documents	Property detail is mentioned in Section I and Site Plan (Draft Lease Agreement attached) .

FIN-1 BID SECURITY SUBMISSION FORM

[Location, Date]

To:

General Manager (Motels),
PTDC HO,
Kohsar Block, New Secretariat,
Islamabad.

**Subject: Bid Security for RFP No. _____ against Out
Sourcing of PTDC Flashman's Hotel Rawalpindi in the form of Pay Order/Bank
Draft favoring PTDC.**

Dear Sir:

We, the undersigned, offer to obtain the subject PTDC property on lease as per terms in the draft lease agreement in accordance with your Request [Insert Date] and our Proposal.

Our enclosed Bid Security is for the sum of [Insert amount(s) in words and figures1] which is based on 20% of the Minimum Annual Rent or Reserve Price as stated in Clause BDS for the subject PTDC property.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [In full and initials]
Name and Title of Signatory
Name of Firm
Address.

ANNEXURE - I RESERVE PRICE SCHEDULE

Sr. No	Property Name	Reserve Price/ Minimum Rent for 1st. Year
1	PTDC Flashman's Hotel Rawalpindi	80.00 million

DRAFT/LEASE AGREEMENT

Between

Pakistan Tourism Development Corporation

And

[Insert Name of the Company]

DATED [X] 2024

This Lease Agreement (the "Agreement") is executed at Islamabad on this [X] Day of [X] 2024,

BETWEEN

- 1) **PAKISTAN TOURISM DEVELOPMENT CORPORATION**, a company incorporated under the repealed Companies Act, 1913 (now Companies Act, 2017) and having its registered office at Kohsar Block, Pakistan Secretariat, Islamabad through its duly authorized representative [please insert name and designation] (hereinafter referred to as the "**Lessor**" or "**PTDC**", which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the First Part;

AND

- 2) **[PLEASE INSERT NAME OF COMPANY]**, a company incorporated under the Companies Act, 2017 having its registered office [please insert address], through its duly authorized representative [please insert name and designation] (hereinafter referred to as the "**Lessee**" or the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the Second Part;

(The Lessor and Lessee/ PTDC and the Company are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**" as the context so requires.)

RECITALS

- (a) **WHEREAS**, PTDC is a company incorporated by the Government of Pakistan to promote and develop the tourism industry in Pakistan and is the owner of land/ a hotel situated at (please insert location) more particularly described in **Section -1 and Site Plan (the "Hotel")**;
- (b) **AND WHEREAS**, PTDC is desirous of commercialization of the Hotel by way of delivering the possession of the property for the purposes of developing, financing, managing, operating, maintaining, possessing, controlling and setting up of any other facilities as deemed necessary and agreed in writing by the Parties after the entry into force of this Agreement ("**Proposed Commercialization**");
- (c) **AND WHEREAS**, the Company in response to the Bidding documents for Proposal issued by PTDC on [X] for the Proposed Commercialization of the Hotel (the "**Proposal**") submitted a bid on [X] to undertake, *inter alia*, the development, operations and management of the Hotel ("**Bid**");
- (d) **AND WHEREAS**, subsequent to a competitive bidding process conducted by PTDC, the Company was informed by PTDC *vide* letter dated [X] that its Bid had been accepted for the Proposed Commercialization of the Hotel;
- (e) **AND WHEREAS**, the Parties are entering into this Agreement so that the Company may carry out the Proposed Commercialization of the Hotel based on the terms and conditions set out herein and in a manner that reflects close cooperation between the public and private sector in the development of tourism and service sector in Pakistan; and
- (f) **NOW, THEREFORE**, in consideration of the foregoing and relying on the representations, warranties, covenants, undertakings, and agreement set forth in this Agreement, receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, words and expressions shall bear the meanings ascribed to them in this Clause 1.1 hereinbelow. Capitalized terms used but not defined shall have the same meaning as ascribed to them under the Bidding documents

1.1. Definitions

“Agreement” means this Lease Agreement and all schedules, exhibits and attachments hereto which are explicitly incorporated herein (as may be amended, modified, or supplemented from time to time).

“Applicable Laws” means all federal, provincial, and local laws of Pakistan and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by any public sector entity pursuant thereto, as any of them may be amended or substituted from time to time, and as may be in force and effect during the subsistence of this Agreement.

“Bid” means bid submitted by the Company to PTDC in response to the Bidding documents circulated by PTDC.

“Business Day(s)” means any day which is not a public holiday and on which banks are open for normal banking business in Islamabad, Pakistan.

“Company” as defined in the preamble.

“Day” means a calendar day, unless the Agreement clearly states otherwise, and “Business Day” means a business day in Pakistan.

“Effective Date” means the date of execution of this Agreement.

“Encumbrance(s)” means any encumbrance on an asset, including but not restricted to mortgage, charge, pledge, lien, hypothecation and / or any security interest, assignment, privilege, or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy and physical encumbrances and encroachments thereon.

“Event of Default” means, as the context may require:
the Company Event of Default; and
the PTDC Event of Default.

“Expiry Date” means the last day of the Lease Term or any extension thereof pursuant to this Agreement.

“Fit for Purpose” shall mean in relation to the services to be performed by the Company hereunder shall be fit and appropriate for the purpose(s) of PTDC’s applicable standards and in the event of any discrepancy the most stringent standards, requirements and criterion, as contained in the relevant industry shall apply.

“Financial Year” means in respect of each Party, the year commencing from 1st day of July of any calendar year and ending on 30th day of June of the next calendar year.

“Force Majeure” bears the meaning attributable thereto in Clause 26.

“Good Industry Practice” means those practices, methods, techniques, standards, skills, diligence, and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged in respect of the Company under this Agreement and acting generally in accordance with the provisions of the Applicable Laws.

“Government Authority” means any government entity, body or authority officially recognized by the Government of Pakistan and includes provincial and municipal entities and bodies.

“Insurances” means all insurances, reinsurance, agreements of insurance and reinsurance and / or

arrangement for insurance and / or reinsurance in relation to the Hotel and / or any part or portion thereof procured by the Company.

“Lease Commencement Date” means the date on which possession of the Hotel is delivered to the Company.

“Leasehold Rights” means all the exclusive and irrevocable lease and possession rights, licenses, easements, and interests in, under, above and over the Hotel including without limitation the rights to use, uninterrupted access, to the Hotel leased to the Company by PTDC for the term or any extension thereof.

“Lease Term” From the Effective Date, unless terminated earlier, a period of five (05) years and any further period for which this Agreement may be extended.

“Hotel” as defined in the Preamble.

“Hotel Operations and Management” means the performance of functions and obligations of the Company.

“Maintenance” means inspection, prevention maintenance, repairs, and service to be carried out by the Company.

“Material Breach” means non-performance of an obligation required by this Agreement that is so material and important so as to justify any injured Party in regarding the entire transaction covered by this Agreement to be at an end.

“Pakistan” means the Islamic Republic of Pakistan.

“Party” means each Party to this Agreement, and “Parties” mean all parties collectively.

“PTDC” as defined in the Preamble.

“Rent” means the sum of money payable by the Company to PTDC in accordance with Clause 3.1 of this Agreement.

“TENDER DOUCMENTS” shall mean the request for proposal.

“TENDER DOUCMENTS” shall collectively mean the TENDER DOUCMENTS and the documents submitted by the Company in accordance with the terms and conditions of the TENDER DOUCMENTS.

“Rupees” means the currency of Pakistan, being Pakistani rupees.

“Security Deposit” means the payment of Rupees [*] from the Company to PTDC as more fully described in Clause 3.2.

“Staff” means the employees of the Hotel hired by the Company, and they are not the responsibility of PTDC.

“Taxes” shall mean and include all general and special taxes, duties and levies, whether ordinary or extraordinary, including existing and future assessments for property, income, goods or services of any description by whatever name called now or in future which may be lawfully charged, assessed, or imposed upon all or any portion of the Hotel (as the same may be increased or diminished from time to time during the Term) and all improvements contained thereon and/or the Company’s business;

“Termination’ means early termination of this Agreement pursuant to a Termination Notice or

otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement.

“Termination Date” means the date specified in the Termination Notice.

“Termination Notice” means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

“Utility Charges” means a charge for such services as electricity, water, satellite television cable, telephone and facsimile communications, Internet, sewer, and generator fuel changes.

1.2. Clauses, Schedules etc.

References to this Agreement shall include any Recitals and Schedules to it and references to Clauses, Schedules and Appendices are to clauses of, and schedules and appendices to this Agreement. References to paragraphs are to paragraphs of the Schedules.

1.3. Headings

Headings shall be ignored in construing this Agreement.

1.4. Successors

Any reference to any person shall include its successors and permitted assigns.

1.5. Including

The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation,".

1.6. No Presumption

The Parties hereby acknowledge that each Party and its counsel have reviewed and revised this Agreement and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall be employed in the interpretation of this Agreement (including all of the Schedules and Appendices) or any amendments hereto or thereto.

2. Grant of Lease

2.1. Assignment and grant of rights

- In consideration of the mutual covenants and obligations of the Parties hereto and in pursuance of the Bid, PTDC hereby irrevocably and exclusively grants and legally assigns to the Company during the Lease Term and any extension thereof unless terminated earlier according to the terms of the Agreement:
 - i. The Leasehold Rights in respect of the Hotel for performing all activities necessary in relation to the operating Hotel;
 - ii. The Leasehold Rights in respect of the Hotel for carrying out the Hotel Operations and Hotel Management including the right to perform all activities necessary in relation to Hotel Operations and Management obligations; and
 - iii. The rights to demand, collect and appropriate amounts from guests and/or persons for using the Hotel or any part thereof and refuse entry of any guests and/or persons if said amount is not paid.

2.2. Delivery of Properties

- PTDC shall, on or immediately after the Effective Date, deliver possession of the Hotel to the Company free from all obligations and encumbrances as follows:
 - i. Delivery of the Hotel shall be duly acknowledged in writing by Company on the date the Hotel is handed over by PTDC to the Company;
 - ii. The Hotel shall be delivered to the Company with vacant possession with all buildings, structures, inventories, fixtures, boundary walls, services, utilities, landscape including trees and shrubs intact as reflected in advertisement an “as is where is” basis; and
 - iii. The Hotel are to be delivered free from all old liabilities, corporate or any other type of taxes and utility or all other such charges.

2.3. Lease Term and Commencement Date

- The Lease Term shall begin from the Lease Commencement Date for an initial period of five (05) years extendable for another period of 05 years.
- Upon expiration of the Lease Term or termination of this Agreement, the Leasehold Rights hereby granted shall stand cancelled and revoked forthwith but without prejudice to the rights of PTDC against the Company in respect of any matter or thing occurring or arising prior to such termination or expiration.
- On expiry of the Lease Term or early termination of this Agreement by PTDC, the Company shall handover to PTDC, vacant and peaceful possession of the properties, together with all buildings, moveable, immoveable assets furniture and fixtures, plant & machinery free from all Encumbrances and other documents relating to the Hotel within 14 days of such expiry or termination and shall execute such instrument(s) and deeds as PTDC may require the Company to execute.
- Notwithstanding anything contained herein, the Company recognizes and agrees that its Leasehold Rights over the Hotel shall stand terminated effective immediately on the Expiry Date, or if a Termination occurs, on the Termination Date. PTDC, however, reserves the right to renew, extend or otherwise enter into another agreement on mutually agreed terms and conditions with regards to continuity of the concession or otherwise act in a prudent manner as the situation warrants in the larger public interest.

3. Rent and Security Deposit

3.1. Rent

- In consideration of the Leasehold Rights of the Hotel, the Company shall pay to PTDC in the manner outlined herein, an annual rent in an amount of Rs. (X) (“Rent”), which shall be paid in annual instalments in advance of the Lease Term and thereafter on every anniversary of the Lease Commencement Date till the expiry of the Lease Term, provided always that there shall be an escalation of ten per centum (10%) in the Rent after every (1) year period as set forth in Schedule B.

3.2. Security Deposit

- Upon the Effective Date, the Company shall transfer a Security Deposit equivalent to 20% of bid amount/offered amount by the firm/company in open competitive financial bidding to PTDC in the form and manner required by PTDC (“Security Deposit”) which shall be held by PTDC as security for the faithful performance of every provision of this Agreement to be performed by the Company.
- The Security Deposit shall be used in accordance with the provisions of this Agreement to ensure that the Company performs its obligations under this Agreement.

- Provided that the Company fully performs all its obligations under this Agreement, the Security Deposit or any balance thereof shall be returned to the Company within sixty (60) days following the expiration or termination of this Agreement.
- The amount of Security Deposit required under clause 3.2.1 shall be in addition to the Rent mentioned in clause 3.1.1.

4. Mode of Payment of PTDC's Entitlement

Payment of all money due to PTDC under this Agreement shall be paid in Pakistan Rupees, and be made in the form of cross cheque or demand draft, or pay order issued in favor of "Pakistan Tourism Development Corporation (PTDC)".

5. Hotel Operations and Management

5.1. Hotel Operations and Management Obligations of the Company

- During the Lease Term, the Company shall operate and manage the Hotel in accordance with this Agreement.
- The Company shall illustrate the highest level of professionalism, efficiency and dedication and diligently and efficiently conform to all applicable laws, and with Good Industry Practice.
- The Company shall ensure the performance of seamless day-to-day operations of the Hotel, managing and training Staff, managing vendors and suppliers for the Hotel & Hotel.
- The Company shall be responsible for employing the Staff and bearing all costs associated therewith. The Company shall ensure that the Staff possesses the requisite skills and training according to the best business standards, practices and ethics.
- The Company shall provide the accounting and billing services required for the operation of the Hotel and shall provide information and records as required to prepare the accounts and records required by this Agreement.
- The Company shall carry out periodic preventive and routine Maintenance of the Hotel.
- The Company shall establish and maintain the highest standard of services and assistance and facilitation to all its guests.
- The Company shall provide the equipment infrastructure, including hardware and software, necessary to accomplish the booking and reservation process.
- The Company must ensure that the Hotel is kept fully equipped to meet all foreseeable circumstances and deliver in accordance with its commitments to guests and customers.
- The Company must ensure that it adheres and implements all necessary measures to ensure fire safety, environmental and occupational health and safety standards pursuant to the Applicable Laws and regulations,
- The Company shall prevent, with the assistance of the concerned law enforcement agencies, any encroachments on the Hotel in consultations with PTDC.
- The Company shall provide all sales and marketing services required in order to accomplish the commercial management of the Hotel, including sales, marketing events and public relations.
- The Company shall be responsible for maintaining the appearance of the Hotel including but not limited to matters such as the cleaning of the general grounds and gardening services.

The grounds cleaning services shall include the sweeping of paths and walkways, disposal and the general cleaning and beautification of the Hotel as is deemed necessary.

- The Company is responsible for maintaining a high standard of cleanliness and hygiene on the Hotel, and keep the Hotel in a clean, tidy and orderly condition, in conformity with the Applicable Laws, permits and Good Industry Practice.
- The Company shall be responsible for keeping the Hotel reasonably free of pests and rodents.
- The Company shall be solely responsible for obtaining and maintaining utility services in the Hotel and will pay all the relevant utility charges including electricity, gas, oil, water, sewer and other utilities used in the Hotel during the Term.
- The Company shall provide security services for the Hotel as is deemed required to the satisfaction of PTDC.

6. Other Charges

6.1. Utility Charges

- The Company shall be responsible for and shall make, on a regular and timely basis, payments for all utility charges in respect of the Hotel during the entire Lease Term, including water, electricity, telecommunications, internet, cable charges, municipal, solid waste, and other utilities. All such payments shall be made by the Company directly to the service provider(s) providing such services, failure in respect of which would entitle the services being disconnected as per rules of the service provider, and the Company shall keep and hold PTDC harmless and indemnified in this regard. The Company shall also pay the charges for various servicing and common facilities and up-keep and maintenance of roads, water supply, drainage, sewage disposal, street lighting and the like to the relevant agencies.

6.2. All outstanding charges (utility dues or recovery against other losses) in respect of any obligation arising against the Company under this Agreement are deductible from the Security Deposit and the Company shall not have any objections to it and will only be entitled for the refund of balance Security Deposit. The Company shall be required to replenish the Security Deposit (or part thereof) within 7 Days from being notified by PTDC, of any usage of amount therefrom.

6.3. Service Tax/ GST/ VAT and other Taxes

- It is specifically agreed by the Company that the Rent is exclusive of all Taxes levied or charged as per Applicable Law and the same shall be borne and paid by the Company alone. The Company shall bear pay and discharge all existing and future amounts, property tax, duties, imposing and outgoing of whatsoever taxes imposed or charged upon the Hotel or upon the occupier in respect thereof from the Effective Date. It is clearly understood that the property tax paid by the Company shall not give it any better right to use the property other than what is expressly mentioned herein. It is agreed and understood that each Party shall bear their respective income tax/other direct taxes, arising out of the lease granted under this Agreement.

6.4. Permitted Use

- The Company shall not use, nor permit or suffer the use of, the Hotel for any business or purpose other than the other than the Hotel related commercial business.

6.5. Uses Prohibited

- The Company shall not do or permit or suffer anything to be done in or about the Hotel which will in any way obstruct or interfere with the rights or residents of the neighborhood of the

Hotel nor should the Company allow the Hotel to be used for any unlawful or offensive purpose, nor shall the Company cause, maintain or suffer or permit any nuisance in, on or about the Hotel. The Company agrees that during the Term, the Hotel shall be kept in a clean and wholesome condition, free of any objectionable noises or odors and that all health and safety regulations shall be respected at all times, the truly complied with by the Company. The Company shall not commit nor allow to be committed any waste in or upon the Hotel. If the use permitted under this Agreement shall be a use that may generate excessive noise offensive odors or other offensive impacts which could be a nuisance to surrounding neighborhood, the Company shall be responsible for installing, providing for and maintaining at the Company's sole cost and expense measures to mitigate the nuisance or potential nuisance.

6.6. Operation of Business

- The Company shall conduct its business on the Hotel during the entire Lease Term with the utmost diligence and efficiency.

6.7. Compliance of Laws

- PTDC shall also be under an obligation at its sole cost and expense to faithfully observe and promptly comply with all Applicable Laws now in force or which may hereafter be in force with respect to PTDC allowing the Company use, occupancy and possess the Hotel and conduct business thereon.

6.8. Hazardous Materials

- The Company shall at all times and all respects comply with all Applicable Laws relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, presence, disposal or trans protection of any Hazardous Materials as thereafter defined.
- The Company shall not cause or permit any Hazardous Materials to be brought upon, kept, stored, generated, treated, manufactured, produced, disposed of, discharged, released, spilled, or used in, on or about the Hotel by the Company. If the Company breaches the obligations pared herein, or if the presence of Hazardous Materials on the Hotel caused or permitted by the Company results in contamination of the Hotel or any adjacent Hotel, then the Company shall indemnify, defend and hold harmless PTDC from and against any and all claims, judgments, actions, damages, penalties, fines, forfeitures, costs, expenses, liabilities or losses which arise during the Term or any extension hereof, as a result of such breach.
- The term "Hazardous Materials" in the Clause shall mean any flammable item, explosive, radioactive material, hazardous or toxic substance, material or waste or related materials.

7. Covenants

7.1. Company Covenants

- The Company acknowledges that during the Lease Term it shall be bound to act in a manner consistent with its status under this Agreement and it shall be specifically bound by the covenants stated hereinafter.
- The Company shall procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Hotel.
- The Company shall be responsible to procure at its own cost, risk and expense and in a timely manner, and secure and maintain the same in full force and effect, all consents, permits, licenses etc. required in relation to:

- a. Use, occupation and, if any, construction and development of the Hotel;
 - b. The operation and management of the Hotel; and
 - c. Undertake other permitted activities within the Hotel as per the terms of this Agreement.
- The Company shall send to PTDC by letter or email, a report stating accidents and unusual occurrences if any at the Hotel during the Lease Term. An annual summary of such reports shall also be sent within 15 (fifteen) days of the closing of each Financial Year. For the purposes of this clause, accidents and unusual occurrences at the Hotel shall include, inter alia, the following:
 - a. death or injury to any person;
 - b. damaged or dislodged fixed equipment;
 - c. disablement of any equipment during operation;
 - d. smoke or fire;
 - e. flooding of hotel; and
 - f. such other relevant information as may be required by PTDC, from time to time.
- The Company shall submit to PTDC, within a period of 7 (seven) days from the date a request is made by PTDC, all such information and documents as is reasonably requested by PTDC.
- The Company shall not transfer, dispose of, let, lease, license, sub-license or otherwise alienate the Hotel or any part thereof. The Company shall not do or permit to be done any act whereby PTDC's right, title, interest or entitlement in or upon the Hotel is in any way prejudicially affected, impaired or extinguished. Further, the Company shall not create or allow to subsist any Encumbrance on the Hotel.
- The Company shall not use the Hotel for any illegal or unlawful purposes and shall not use, permit or suffer upon the Hotel or any part thereof anything which may become a nuisance or annoyance or cause damage to the Hotel or to the guest staying at or visiting the Hotel. The Company shall not store at the Hotel, any hazardous, inflammable material or material not permitted to be stored under Applicable Laws.
- The Company shall, on and from the Effective Date and for the entire Lease Term, keep the Hotel and every part thereof, in good order, condition, and repair. PTDC shall not be responsible to carry out any construction or development, make any improvements or carry out any changes of any kind whatsoever at the Hotel and the Company shall solely be responsible for all works required to be carried out at the Hotel & Hotel, at its own cost, expenses, risk and liability.
- The Company shall carry out any and all works including repairs required to be carried out at the Hotel due to damage caused to the Hotel or any part thereof due to any fire or casualty and restore all such portions of and equip them with such fittings, fixtures and equipment as are necessary or proper.
- The Company shall, at all times during the Lease Term, insure and keep insured, the Hotel, the fittings, fixtures, equipment and furniture therein and the goods/stock in the Hotel, from any and all risks and keep such insurance policies valid and subsisting during the entire Lease Term including third party insurance. All such insurance shall be from a reputed insurance company.

- The Company shall, at all times during the Lease Term, ensure that the Hotel remain free from all encroachments and shall take all steps necessary to remove encroachments, if any. Upon expiry of the Lease Term, the Hotel shall be handed over by the Company to PTDC free from all encroachments and Encumbrances. The Company shall not permit any lease/license by action or inaction at the Hotel or permit the Hotel to be used in such a way as to cause nuisance or annoyance or inconvenience to the occupiers of the surrounding area.
- The Company shall arrange and access at its own cost, expense, risk and liability, all infrastructural facilities like water, power and technology, goods, materials, consumables, things and services etc. as may be necessary or required by it at the Hotel and make arrangements and backup arrangements of the same. PTDC is neither required to nor shall be obligated to provide any facilities to the Company at the Hotel other than specifically set out in this Agreement.
- The Company shall be solely responsible to PTDC for observance of all provisions of this Agreement and compliance with all Applicable Laws by itself, its employees, agents, permitted users/occupants, contractors and representatives and their employees and any other person acting for or under or on behalf of any of the aforementioned as fully as if they were the acts or defaults of the Company alone. The Company shall not do or omit to do any act, deed, matter or thing, which may, in any manner, be in violation of any of the provisions of this Agreement, or Applicable Law.
- The Company shall observe, perform and abide by or otherwise comply with Applicable Laws in so far as the same are applicable to the Company, including without limitation to the provisions of all Applicable Laws in relation to food, fire safety and environment, in each case including the rules and regulation made there under, and the provisions laid down under any other Applicable Law, in respect of the manner and method of running a hospitality establishment.
- The Company shall be liable for and shall indemnify, protect, defend and hold PTDC, harmless and indemnified, from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of or in relation to the failure or non-compliance with the terms of this Agreement, the PREQUALIFICATION DOUCMENTS, Applicable Law, and the discharge of its obligations under this Agreements or Applicable Laws.
- The Company shall be responsible to keep the Hotel and the entire area forming part of it together with its fixtures and other installations including, if applicable, air-conditioning plant, lifts, electrical installations, boilers, gas installations and other assets, in a safe, sound and working condition. The Company shall also be responsible to carry out effective Maintenance and repairs, annual or special, as may be required from time to time, including operation of all services at its own cost, including Maintenance, repairing and replacement of fixtures, fittings and equipment.
- The Company shall be further responsible for the Maintenance of lawns and open spaces in good condition, at its own cost.
- The Company shall employ throughout the Lease Term, qualified Staff to manage and operate the Hotel totally at its own costs and liabilities.
- The Company shall maintain harmony and good industrial relations among the personnel, labor, vendors, contractors, sub-contractors, engaged or employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labor laws and liable for all possible claims and employment related liabilities of the Staff employed in by the Company or its vendors contractors or sub-

contractors in relation with the operation, management and, if any, construction, and development of the Hotel, during the term of this Agreement and that in no case and for no purposes whatsoever, shall PTDC be treated as the employer in this regard. The Company hereby agrees to indemnify and keep and hold PTDC, harmless and indemnified against any and all claims, damages, expenses or losses incurred or caused to be incurred or suffered by them in this regard.

- The Company shall handover the actual, vacant and peaceful occupation of the Hotel to PTDC, free and clear from all Encumbrances and encroachments, and in fully operational and functional condition, upon the expiry of the Lease Term or upon early termination of this Agreement, in accordance with the provisions hereof.
- The Company shall receive and deliver goods and material required by it at the Hotel only at the areas designated for it. It shall keep and maintain the Hotel in a neat manner and ensure that all trash, refuse, and the like, are kept in covered bins/ cans, to ensure hygiene and cleanliness of the Hotel, compliances of Applicable Laws in respect of waste management & disposal at all times, during the Lease Term.
- The Company shall make its own arrangements for daily disposal of all waste generated out of the Hotel at the waste disposal sites approved by the concerned Government Departments/ Authority and in accordance with Applicable Laws. Disposal of waste on or around non-approved sites or in violation of Applicable Law shall make the Company liable to fines/penalties prescribed in the Applicable Laws. The garbage disposal system would be in conformity with the latest standards and norms.
- The Company shall obtain and maintain requisite health license from the concerned Government Departments/ Authority for preparation of food articles within the Hotel, and dish washing will be done only in the kitchen area and nowhere else.
- The Company shall not employ or permit to be employed any minor or, allow into the Hotel any person suffering from any contagious or infectious disease or epidemic.
- It shall maintain environmental hygiene and proper sanitation of the Hotel including water closet, toilet etc. at all times during the Term.
- It shall undertake day to day Maintenance, watch and ward, sanitation of the Hotel including routine and periodical Maintenance of electrical and other installations and engage adequate number of trained personnel for the same.
- The Company shall obtain electric and water connections and would get the load for light and power sanctioned in its name after completing all formalities like deposits of the new connections, fee etc. and shall bear the electric and water consumption charges on its own. The Company shall not exceed the sanctioned electric load and if any additional load is required by the Company over and above that what is installed, the same shall be at the Company's cost.
- The Company shall comply with and abide by any other conditions as may be imposed by PTDC at any time during the Term.
- The Company shall comply with all the labor laws, welfare legislations etc.
- Upon reasonable notice, afford access to the Hotel to the authorized personnel of PTDC (including PTDC representative), and any Government Authority having jurisdiction, including those concerned with safety, security or environmental protection, to inspect the Hotel and to investigate any matter within their authority and provide to such person's assistance reasonably required to carry their respective duties and functions;

- i. Provide all necessary assistance to PTDC representative, and any expert engaged or appointed auditor, as may be, reasonably required in the performance of their respective duties and services;
 - ii. Maintain its corporate existence and its rights to carry on operations of its business;
 - iii. Not permit, without the prior approval of PTDC, any change in shareholding interest in the Company;
- iv. Not revoke or extinguish, under any circumstance, the usufruct of the Hotel created in favor of PTDC prior to the Expiry Date or the Termination Date, whichever is earlier.

7.2. PTDC Covenants

- PTDC acknowledges that during the Lease Term it shall be bound to act in a manner consistent with its status under this Agreement and it shall be specifically bound by the covenants stated hereinafter.
- PTDC shall handover the peaceful possession of the Hotel, to the Company.
- Provided that the Company fully complies with and promptly performs all of the terms, covenants and conditions of the Agreement on its part to be performed, and promptly and timely makes payment of all sums due hereunder, PTDC shall ensure peaceful use of the Hotel by the Company under and in accordance with the provisions of this Agreement.
- PTDC shall not do, perform or omit to do, perform any act or thing which will in any manner undermine the Leasehold Rights and the rights to erect reconfigure, procure, construct, finance, develop, operate, manage, maintain and control the Site Development subject to prevalent laws and court Decisions.
- PTDC shall be solely responsible for and shall bear and discharge all Taxes, unpaid utility bills and all other charges or liabilities of any nature whatsoever for or in relation to the Hotel that pertain to the period prior to the Effective Date;
 - i. After the Effective Date, PTDC shall provide reasonable cooperation to the Company in obtaining the requisite, permits, consents that may need to be issued in the name of PTDC or, otherwise; and
 - ii. Perform its obligations as set forth in this Agreement in accordance with Applicable Laws.

8. Representations and Warranties

8.1. Representations and Warranties of the Company

- The Company represents and warrants to PTDC the following:
 - i. The Company is a company duly incorporated under the Companies Act, 2017 and has full power to carry on its business and to own its property and assets;
 - ii. The Memorandum and Articles of Association of the Company incorporates provisions which authorize, and all necessary corporate actions have been taken to authorize, the Company to own its assets, carry on its business and operations as it is now conducting and sign and deliver and perform the transactions contemplated in this Agreement, and to perform its obligations herein;
 - iii. The Company has full power and authority to undertake the Hotel Operations and Management and all related, ancillary and incidental activities;

- iv. The Company has all the necessary corporate as well as statutory approvals, permissions and other actions (a) to authorize the execution, delivery and performance by it of this Agreement each of such actions is in for force and effect; and (b) for carrying out its operation;
- v. The Company shall pay PTDC's entitlements as provided herein at the times and in the manner mentioned herein;
- vi. This Agreement constitutes legal, valid and binding obligations of the Company enforceable in accordance with their respective terms;
- vii. The execution, delivery and performance of its obligations under this Agreement by the Company, subject to any approval or consents, does not and shall not, constitute a violation of any statute, judgment, order, decree, regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its business;
- viii. The Company is subject to the Laws of Pakistan with respect to this Agreement and the Company hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- ix. There are no actions, suits, proceedings or investigations pending or to the Company's knowledge threatened against it at law or in equity before any court or before any judicial, quasi-judicial or other authority, the outcome of which may constitute a Company Event of Default or which individually or in the aggregate disrupt or interfere with the Company's possession and management of the Hotel and prevent or prohibit the Company from performing its obligations under this Agreement;
- x. No steps have been taken by the Company nor have any legal proceedings been started or threatened for the dissolution or winding-up of the Company or for the appointment of a receiver, liquidator, judicial manager or similar officer in respect of all or any part of the business or assets of the Company, the outcome of which may constitute a Company Event of Default, and it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in a Company Event of Default;
- xi. No event has occurred which constitutes, or which with the serving of notice and or the lapse of time and or relevant determination would constitute a Company Event of Default under this Agreement or any agreement or instrument by which the Company or any of its assets is bound or affected;
- xii. No representation or warranty by the Company contained herein or in any other document furnished by it to PTDC or to any other Government Authority contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make such representation or warranty not misleading;
- xiii. The Company has not nor shall commit, fraud, nor provide any financial information with the intent of misleading PTDC;
- xiv. The Company will use the Hotel only for the use permitted in accordance with the provisions of this Agreement;
- xv. No bribe or unlawful payment or illegal gratification has been or shall be paid in cash or through any medium by or on behalf of the Company to any person, including any officer or employee of PTDC; and

xvi. The Company is in compliance in all respects of all Applicable Laws including those which are necessary or desirable in respect of the conduct of its business, the ownership of assets, in relation to the Hotel.

xvii. The Company has completed its due diligence in respect of the Hotel and has satisfied itself with the title of PTDC;

xviii. The Company has inspected the Hotel and has satisfied itself in all respects in relation thereto including as to the area, location, etc and PTDC shall not be held responsible in any manner whatsoever in relation to the same.

8.2. Representations and Warranties by PTDC

- PTDC represents and warrants to the Company as follows:
 - i. PTDC has the ownership and possession of the Hotel and it is authorized to provide the possession and Hotel Operations and Management rights to the Company;
 - ii. It has taken all necessary actions to authorize the execution, delivery and performance of this Agreement, and to perform its obligations herein;
 - iii. This Agreement constitutes legal, valid and binding obligations of PTDC enforceable in accordance with their respective terms;
 - iv. PTDC ensures that the Company shall peacefully, lawfully and freely hold, occupy, use, operate and enjoy the Hotel during the Lease Term;
 - v. PTDC is in litigation with some government organizations but the same does not prevent the management of PTDC from operating and outsourcing the operation of the hotel.
 - vi. The Hotel is free of any lien, charge, Encumbrances or hypothecation whatsoever, whether financial or legal or any other restraint;

8.3. In the event that any of the representations or warranties made or given ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other Party of the same.

8.4. The representations and warranties set out hereinabove shall survive the signing and delivery of this Agreement until the payment of all monies due under this Agreement, as if repeated by reference to the then existing circumstances.

9. Repairs & Maintenance

9.1. During the Lease Term, the Company shall unconditionally undertake at its sole costs and expense all and any Maintenance and repair works and highest performance standards and workmanship, including major repairs (structural or otherwise), Maintenance of day-to-day items, ordinary wear and tear and degradation and shall take all necessary remedial actions and rectification of any damage or defects in the Hotel and shall keep the Hotel Fit for Purpose.

9.2. The Company shall ensure that the workmanship and performance standards in the Hotel is kept in first class condition, including but not limited to, prompt redressal of customer complaint, plumbing, electrical, structural, mechanical systems, roof, stairs, doors, floors, windows, weatherproof integrity, ceiling, air-conditioning, Wi-Fi, outside fencing etc.

9.3. In the event that PTDC determines or obtains knowledge of any defect or damage which requires repairs and remedial work, and the Company has failed to perform such repair and remedial work, PTDC will immediately direct the Company to repair the defect or damage. In case of failure by the Company, PTDC may procure and allocate human resource to remedy such defect or damage and the Company undertakes that it shall reimburse within seven (7) days all related costs incurred to PTDC plus 10% of the cost as penalty for the work performed. Failure in making timely reimbursement payment within aforesaid will entitle

PTDC to draw the same amount from Security Deposit and in such case the Company shall without delay deposit the same amount as Security Deposit to restore the previous level.

10. Ownership of the Hotel/ Properties

10.1. The Hotel and any and all construction, development, structures, additions, modifications and expansions at the Hotel carried out by the Company shall, at all times be owned by PTDC and vest solely with PTDC, together with all installations of immovable nature, the removal of which is likely to cause damage or deterioration in value of the Hotel & Hotel , and execution of this Agreement shall in no manner be interpreted to mean any transfer or alienation of such ownership rights, interest or entitlements in any manner by PTDC to the Company.

11. Sublease and Assignment

11.1. Subject to clauses herein, the Company shall not directly or indirectly transfer, assign, sell, mortgage, pledge, assign, hypothecate, encumber or part with hotel or any part thereof and/or the benefits arising out of this Agreement or any part thereof, or sublet, underlet or part with the possession of the Hotel or any part thereof without obtaining prior written approval from PTDC at any time during the Lease Term. Any such act, in the absence of a prior approval, shall be considered a material breach of this Agreement by the Company.

11.2. The Company may, with the consent of PTDC, sublease certain parts of the Hotel for any activity relating to development and promotion of tourism.

12. Rights of PTDC

12.1. PTDC shall at all times through its authorized officers, employees, representatives and agents shall, throughout the Lease Term, have the right:

- i. To enter into the Hotel premises at any time in the case of an emergency.
- ii. upon giving a prior notice of 48 (forty-eight) hours to enter upon and inspect:
 - a. the Hotel;
 - b. the services provided at the Hotel;
 - c. the fixtures installed at the Hotel;
 - d. the offices of the Company at the Hotel;
- iii. To inspect and seek copies of:
 - a. the books of accounts, files, voucher books, documents maintained by the Company in relation to the Hotel; and
 - b. such other information and documents as may be deemed necessary or relevant by PTDC.

13. Hotel Insurance

As may be required by PTDC, the Company shall maintain at its expense and costs, the types and amounts of insurance coverages required to be maintained by it from financially strong and reputable insurance companies. The insurances required shall include workers' compensation, auto insurance, general third-party liability insurance, product liability insurance, insurance for stock in storage, loss of revenue/profits or business interruption coverage and such other insurances which are commonly required in similar industry. The Company shall be included as an additional insured on any property and liability insurance policies covering the Hotel.

14. Branding

The Hotel or any part thereof may be branded in any manner to advertise, display or reflect the name or identity of the Company. The Company may, in any manner, use the name or entity of the Hotel to advertise or display its own identity, brand equity or business interests, as may be necessary in the normal course of business along with the name of PTDC. For the avoidance of doubt, it is agreed that the Company shall display the name/logo of PTDC at a spot where other public notices are displayed and every effort shall be made that the Hotel shall also be known, promoted, displayed and advertised as being the Hotel owned by PTDC.

15. Commercial Operation of the Hotel

The Company has the right and power to do all things reasonably necessary for the successful commercial operation of the Hotel including, but not limited to:

- i. Establishing pricing policies and related terms and conditions for all guest rooms and function facilities;
- ii. Resolving all pricing and billing issues with guests, visitors, law enforcing agencies and referring bodies; and
- iii. Providing all booking and reservation systems required for the Hotel.

16. Hotel Regulations

16.1. The Company shall establish internal rules and regulations for the Hotel, in accordance with Applicable Laws, which must be made readily available to all guests and visitors, and with which all guests and visitors must comply.

16.2. The rules must be in accordance with the applicable laws of Pakistan including but not limited to 'No Smoking Indoors in Public Places'.

17. Approval

Except as provided in Clause 7 hereinabove, no sub-contractor or person may perform any work or provide any service within or to the Hotel, without the prior written approval of PTDC.

18. Insurance over Guests, Visitors and Staff

The Company shall ensure against accidents and injury to Staff, guests and visitors. Such insurance shall continue for the duration of this Agreement.

19. Cost and Expenses

All cost and expenses related to the legal, technical and financial due diligence, legal documentation fees, government charges and ancillary expenses incurred by any Party, including the cost of attorney fees and expenses, shall be borne by the Party that incurred them.

20. Indemnity

The Company shall defend and indemnify and keep PTDC, its directors, officers, and employees against and hold PTDC and its directors, officers, and employees indemnified and harmless at all times after the date hereof, from any and all losses incurred, suffered, sustained or required to be paid, directly, or indirectly, by or sought to be imposed upon, PTDC and its directors, officers, and employees, for personal injury or death to persons or damage to Hotel arising out of negligent or intentional act or omission of the Company in connection with this Agreement.

21. Force Majeure

21.1. Inability to perform

- Neither PTDC nor the Company shall be in breach of its obligations under this Agreement if it is unable to perform its obligations under this Agreement or any part thereof as a result of the occurrence of any Force Majeure acts.

21.2. Force Majeure Acts

- A “Force Majeure” act shall mean an act not within the control of the Party affected, which that Party is unable to prevent, avoid or remove and shall include:
 - i. War, hostilities (whether war can be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, terrorism, civil riots, provincialism;
 - ii. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - iii. Natural catastrophe including, but not limited to earthquakes, floods, subsidence, lightning, an epidemic or pandemic, or any operation of the forces of nature against which a reasonable/ experienced contractor could not reasonably have been expected to take effective precautions; or
 - iv. Riot and disorders, strike, lockout, lockdown, labour unrest, or other industrial disturbances (affecting the performance of this Agreement) which are not the fault of the Company, its contractors, and which cause or can reasonably be expected to cause, either party to fail to comply with its obligations hereunder.

21.3. Notice

- If an act of Force Majeure occurs by reason of which PTDC or the Company is unable to perform its obligations under this Agreement or any part thereof, PTDC or the Company shall immediately inform the other Party in writing of the occurrence of such act of Force Majeure, its consequences, and the cessation of such event.

21.4. Non-reliance

- Neither Party shall be entitled to rely upon the provisions of Clause 25.2 if both Parties reasonably determine that an act of Force Majeure has not occurred. If either Party does not agree that an act of Force Majeure has occurred, then the dispute shall be dealt with in accordance with this Agreement.

21.5. Frustration

- If an act of Force Majeure continues for a period of six (6) months and either party reasonably considers that such an act of Force Majeure is widespread throughout Pakistan and of such severity or to be continuing for such a period of time that it effectively frustrates the original intention of this Agreement, then this Agreement may be terminated by either party.

21.6. Extended Completion Period

- Provided that the party concerned has complied with Clause 25.3 hereof it shall not be liable for any delay in the performance of its obligations under this Agreement and the Completion Period, as the case may be extended for a period to compensated the loss incurred as a result of the delay caused by such act of Force Majeure, if the Parties do not agree as to the period of the extension, the dispute shall be dealt with in accordance with this Agreement.

22. Events of Default

22.1. Events of default by the Company

- The occurrence of any or more of the following events shall constitute a default (each, a “Company Event of Default”) and breach of this Agreement by the Company:
 - i. Failure by the Company to make any payment of Commitment Fee, the Rent, or any other payment due to PTDC as and when due where such failure should continue beyond a period of sixty (60) days;

- ii. The Company abandons the Hotel for sixty (60) days or more at any time during the Lease Term or its extension thereof unless such abandonment is in accordance with the Applicable Laws or at the advice of the architect; or
- iii. The Company commits any material breach of the terms and covenants herein which is not remedied within sixty (60) days.

22.2. PTDC's right to terminate

- In the event of any such default by the Company, PTDC shall give a Termination Notice to the Company specifying the default, and requiring the Company to remedy, correct or make good the default within a period of not more than three (03) months from the date of such notice or such other period as may be agreed in writing by the Parties, failing which PTDC may terminate this Agreement and thereafter neither party shall have any obligations toward each other under or in relation to this Agreement except those provided in this Agreement.

22.3. Default by the PTDC

- The occurrence of any one or more of the following events shall constitute a default (each a "PTDC Event by Default") and breach of this Agreement by the PTDC:
 - i. PTDC has made any statement, representation or warranty herein which proves to have been incorrect, in any respect, when made or when deemed to have been made and such failure or incorrect statement, representation or warranty has a material adverse effect on the Company's ability to perform its obligations under this Agreement.
 - ii. PTDC commits any material breach of any of its obligation under this Agreement, which is not remedied within sixty (60) days.

22.4. Company's right to terminate

- In the event of a PTDC Event of Default, the Company may after serving a Termination Notice in writing to PTDC specifying the PTDC Event of Default, and requiring PTDC to remedy, correct or make good the default within a period of not more than three (03) months from the date of such notice or such other period as may be agreed in writing by the Parties, failing which the Company may terminate this Agreement.

23. Dispute Resolution

23.1. Amicable Settlement

- In the event that any misunderstanding, disagreement or dispute shall arise concerning any aspect of this Agreement, including any dispute touching the validity or the construction, meaning or effect of this Agreement, or the rights or liabilities of the Parties hereunder, or any matter arising out of the same, or connected herewith, the Parties hereby covenant that, in keeping with the cordial relationship of good faith and mutual trust that exists between them, they will exercise earnest efforts and use their best endeavors to resolve any such misunderstanding, disagreement or dispute in an amicable manner so as to eliminate any discord and avoid any conflict.

23.2. Arbitration

- In the event that such dispute, difference or question cannot be resolved amicably between the Parties, then such dispute may be referred by any party giving a notice in writing to the other party requiring the dispute to be settled by arbitration.

- The arbitration shall be in accordance with the Arbitration Act, 1940. The Arbitration proceedings shall be held in Islamabad, Pakistan and the Agreement shall be construed in accordance with the Laws of Pakistan.
- Any arbitration shall be conducted in the English Language. The Party in whose favor the arbitration award is granted shall be entitled to recover costs and expenses of administration of the arbitration proceedings.
- The Parties bind themselves and acknowledge and accept as final in all respects any decision or award of an arbitration.

24. Handing Over Occupation; Consequences of Expiry or Termination

- 24.1. Simultaneously with the expiry of the Lease Term or on early termination of the Agreement under the provisions of this Agreement:
- The Company shall pay all arrears, if any, of all unpaid Rent and other payments and charges in relation to the Hotel payable by the Company under this Agreement;
 - The Company shall return possession of the Hotel to PTDC together with all buildings, structures, inventories, boundary walls, services, utilities, landscape, fixtures and fittings, appliances, equipment and any and all other improvements to the Hotel on an "as is where is basis" whereupon PTDC shall assume all assets of the Hotel from that date onwards and the Company's interest hereunder shall cease with immediate effect;
 - The Company shall, and shall ensure that all persons, vacates the Hotel within a period of 01 month period from the date of expiry of the Term or termination of the Agreement, whichever is earlier and shall ensure that its officers, employees and agents remove themselves and their articles, belongings and things from the Hotel and the Company shall hand over to PTDC, actual, vacant, and peaceful occupation of the Hotel in working condition (reasonable wear and tear excepted) and modifications made in accordance with the terms of this Agreement. The Company shall not remove any of fixtures or permanent fittings and fixtures, removal of which may cause damage to the Hotel & Hotel, unless otherwise specifically required by PTDC. In case of any damage to the Hotel or to any permanent fixture or fitting therein, the Company shall be obliged, at its cost, to repair any such damage and restore the Hotel to a good and tenantable state.
 - In the event, for any reason whatsoever, the Company fails to or refuses to or delays in vacating the Hotel within the time period set out in this Agreement, then without prejudice to such rights, PTDC has under this Agreement or under Applicable Law or otherwise including the right to forfeit the Security Deposit (if applicable at such time of termination), the Company shall be obligated to pay to PTDC in advance, on a weekly basis, 15% (fifteen percent) of the Rent at the time of such failure to vacate the Hotel for such period for which it overstays at the Hotel.
 - Subject to the Company having handed over actual vacant occupation of the Hotel upon expiry or early termination of the Lease Term and the Company having paid and discharged all its payment obligations to PTDC in full (including without limitation all unpaid Rent and accrued interest thereon and all other amounts due and payable) under this Agreement, PTDC shall return the balance Security Deposit, if any (and if applicable at such time of termination), to the Company within a period of sixty (60) days from the date of discharge by the Company of the aforesaid payment obligations to PTDC.
 - Upon termination, PTDC has the right to allot the Hotel as per its internal policy/decision.

25. Notice

25.1. Every notice or demand or other communication, including change of address or contact detail, under or in connection with this Agreement shall be in writing, in English and delivered by courier, by facsimile, or by hand to the address or addresses specified below:

If any communication is to be sent to PTDC:

[PLEASE INSERT]

Fax: [*]

If any communication is to be sent to the Company:

[PLEASE INSERT]

Fax: [*]

25.2. Litigation, Permit Lapses

- Upon obtaining knowledge thereof, the Company shall promptly notify PTDC in writing of:
 - i. Any Event of Default under any of the clause of the Agreement;
 - ii. Any litigation, claims, disputes or actions, threatened or filed, concerning the Hotel.
 - iii. Any refusal or threatened refusal to grant, renew or extend (or any action pending or threatened that might affect the granting, renewal or extension of) any license, permit, warranty, approval, authorization or consent relating to the Hotel and
 - iv. Any dispute with any Government Authority relating to the properties.

25.3. Other Information

- The Company shall promptly submit to PTDC any material information concerning new or significant aspects of the Hotel activities and, upon PTDC's request, shall promptly submit any other information concerning the Hotel.
- Within thirty (30) days after submission of each quarterly, annual or other reports, PTDC shall meet with the Company to review and discuss the report and any other aspects of the Hotel operations that PTDC may wish to discuss.

26. General Limitations

- 26.1. The Company or any employee, representative, contractor or other agent of the Company is prohibited from taking the specified actions with respect to the matters indicated below:
- i. Sell, lease, pledge, mortgage, convey or make any license, exchange or other transfer or disposition of the Hotel or assets of PTDC.
 - ii. Make, enter into, execute, amend, modify or supplement any contract or agreement:
 - a. On behalf of, in the name of, or purporting to bind PTDC; or
 - b. That prohibits or otherwise restricts the Company's right to assign such contract or agreement to PTDC at any time.
 - iii. Take or agree to take any action that materially varies from the Agreement.
 - iv. Create, incur, or assume any lien upon the Hotel.
 - v. Engage in any other transaction on behalf of PTDC or any other person or entity not expressly authorized by this Agreement or that violates the Agreement, or any applicable law.

27. Choice of Law and Jurisdiction

- 27.1. This Agreement shall be governed by and construed in accordance with the Laws of Pakistan. The Courts of Pakistan at Islamabad shall have exclusive jurisdiction.
- 27.2. No court proceedings or action or suit of any kind shall be commenced in the courts unless and until the Parties have complied with the provisions of Clause 28 hereof and the Parties shall be entitled to apply for a stay of such proceedings in the event that the provision is not complied with.

28. Variation in writing

- 28.1. No provisions of this Agreement may be voided, amended, waived, discharged, absolved, or terminated orally nor may any default, breach, or omission of any provision of this Agreement be waived or condoned orally.
- 28.2. Any alteration, amendment to, or variation in this Agreement, whether in whole or part at any time shall only be effective by an agreement in writing signed by the proper authorized representative of the Parties.

29. No Partnership

The Parties remain independent contracting Parties. Neither this Agreement, nor any performance under it, creates a relationship of principal and agent, or joint venture, or partnership, or employer employee, or any similar relationship.

30. Miscellaneous

- 30.1. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal. The Parties intend that the remaining provisions shall constitute the Agreement between them.
- 30.2. This Agreement is the entire agreement of the Parties, and replaces all prior understandings, agreements, conditions, reservations, or representations, oral or written.
- 30.3. All communication between the parties shall be conducted in the English language and all notices if in any other language shall be accompanied by a duly certified translation in English. In the event of a conflict between the English text and the text in any other language, the English text shall prevail.
- 30.4. A waiver by either party of any default or non-performance required under this Agreement shall not be construed as a waiver of any prior or subsequent default or breach of the same or any other provision of this Agreement. The exercise of any right, power or remedy provided by this Agreement or by law, shall not act to the exclusion of any other right, power, or remedy.
- 30.5. This Agreement is binding upon the heirs, assigns and successors in interest of the Parties.
- 30.6. This Agreement shall be lodged for registration by the Parties and the Parties shall admit execution thereof. All stamp duty and registration charges and related fees, costs, charges and expenses in respect of this Agreement and/or any other document pertaining to the license granted hereunder or any other charges by whatever name called, shall be borne and paid by the Company, alone.
- 30.7. This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties on the date first written above.

For PTDC Name: [X]	For the Company Name: [X]
Designation: [X]	Designation: [X]
Signature:	Signature:
Date:	Date:
Witnessed By: CNIC No:	Witnessed By: CNIC No:

RENT PAYMENT SCHEDULE

(Which is to be taken and construed as an essential part of this Agreement)

PERIOD APPLICABLE	RENT INSTALLMENTS PAYABLE (As per Section 3.1 of the Agreement) (the first (1 st) year rent shall be for fifteen (15) months from the start of lease term and thereafter rent shall be payable on every anniversary after the end of the first fifteen months until the expiry of the lease term. Provided always that there shall be an escalation of 10% in the rent after the fifteen months and thereafter every (01) one year period.
Year	Pak Rupees
1	
2	
3	
4	
5	