

**AUCTION DOCUMENT (FOR RENTING OUT OF UNIVERSITY SPACE FOR CELLULAR
TELECOMMUNICATION TOWER LEASING 3 YEARS
AT THE GOVT. SADIQ COLLEGE WOMEN UNIVERSITY, BAHAWALPUR**



The Government Sadiq College Women University (GSCWU), Bahawalpur, is a public sector higher education institution dedicated exclusively to the education and empowerment of women. The University currently serves approximately 6,000 female students and has a workforce comprising around 350 teaching and non-teaching staff members, exclusive visiting faculty. The primary source of income for the University is the biannual fee collection from enrolled students.

GSCWU invites sealed bids from licensed and authorized cellular telecommunication service providers for renting out designated University space for the installation, operation, and maintenance of a Cellular Telecommunication Tower on a lease basis for an initial period of three (03) years, extendable up to ten years' subject to satisfactory performance and mutual consent. The purpose of this initiative is to enhance cellular network coverage and communication facilities within the University campus while ensuring optimal utilization of University-owned land and infrastructure in a transparent, competitive, and regulated manner. The leasing process shall be conducted strictly in accordance with applicable government rules, regulations, and procurement procedures

It is further clarified that the interested parties, companies, firms and individuals, should submit their business proposals along with financial proposals in sealed envelopes separately.



THE BIDDING DOCUMENT CONTAINS THE FOLLOWING:

- A. AUCTION NOTICE**
- B. INSTRUCTIONS TO BIDDERS (ITB)**
- C. LOCATION/SITE**
- D. FINANCIAL PROPOSAL**
- E. LEASE AGREEMENT**



A. AUCTION NOTICE

Government Sadiq College Women University, Bahawalpur (GSCWU) intends to rent out designated University space for the installation of a Cellular Telecommunication Tower on a lease basis for a period of three (03) years **through a** transparent and competitive auction process. Accordingly, sealed bids are invited from eligible firms, companies, and licensed operators who possess a valid NTN and fulfill the eligibility criteria as specified in the bidding documents. Interested bidders may participate in the auction at the University's main campus in accordance with the prescribed terms and conditions.

Sr.	Location of Sites	Area (Sft)	Monthly Rent (Base value) (Rs.)	Earnest Money (3%) (Rs.)
01	Space near University Hostel.	30*30	95,000	35,000
02	Space in roof top of Arfa Karim Block	30*30	95,000	35,000

Term and Conditions

1. Interested parties, companies, firms and individuals are required to submit bid security in the shape of CDR mentioned in above table drawn in the name of Treasurer GSCWU, Bahawalpur. That will be refundable to the unsuccessful Bidders.
2. Applications in the shape of sealed bid (***duly signed stamps***) and complete conformity with documents shall be submitted to the Convener Auction Committee, GSCWU, Bahawalpur, latest by January 27, 2026 (Tuesday) before 11:00 am. The open auction will be conducted on the same day at 12:00 noon in the presence of the bidders who may wish to attend. Contract shall be awarded to the highest bidder. Single stage/one envelop bidding procedure will be adopted as per PPRA Rules 38(1). The bid shall comprise a single package containing both Technical and Financial Bids and the bid/proposal found to be the lowest evaluated bid shall be accepted.
3. The initial period for award of contract(s) shall be for 3 years; however, the contract may be extended up to a maximum of (10) years. The annual increase in the rent will be @ 10 % per annum.
4. Detailed Terms & Conditions / Tender documents can be downloaded from Punjab PPRA as well as from University website after uploading / publication of the tender notice. The Bidder shall download the Bidding documents from website and participate in the procurement process without paying any tender fee. All prospective bidders must meet the eligibility/qualification criteria and comply the terms & conditions mentioned in the bidding document.
5. The University may reject all Bids or proposals at any time prior to the acceptance of a Bids or proposal. The University shall upon request communicate to any Bidder who submitted a Bids or proposal, the ground for its rejection of proposals, but is not required to justify those grounds.

Registrar

Contact Person:

Mamoon ur Rashid Assistant Treasurer

THE GOVT. SADIQ COLLEGE WOMEN UNIVERSITY, BAHAWALPUR

Website address: www.gscwu.edu.pk

Email Address: ad.pnd@gscwu.edu.pk

Contact No. 03336417189



B. INSTRUCTIONS TO BIDDERS (ITB)

1. ELIGIBLE BIDDERS:

This Invitation for Bids is open to all interested companies, firms and individuals.

2. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract/Letter of Acceptance awarded under this Bid Process will be entertained by the Auctioneer. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder

3. THE BIDDING PROCEDURE

Single Stage-one Envelope Bidding Procedure as per PPRA Rules shall be applied:

3.1 Single stage one envelope bidding procedure shall be applied.

3.2 The Auction Committee shall evaluate the Technical Proposal, without reference to the price and may reject any proposal which does not conform to the specified requirements; during the technical evaluation.

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

3.4. The Financial Proposals shall be opened by the Procuring Agency on time, date and venue will be announced and communicated to the bidders in advance.

3.5. After the evaluation and approval of the technical proposal, the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids.

4. CONTRACT AGREEMENT

- A contract agreement will be signed between GSCWU and the successful bidders for a period of **3 years**.
- The rent will have a 10% annual increase.
- The agreement may be extended for next 3 years based on satisfactory performance.
- The successful bidders shall deposit a refundable security equivalent to Three (03) months' rent, drawn in favor of:

**TREASURER, THE GOVT. SADIQ COLLEGE WOMEN UNIVERSITY,
BAHAWALPUR**

5. CLARIFICATION OF BIDDING DOCUMENTS

- Any prospective bidder requiring clarification on the bidding documents may submit a written request to the Procuring Agency at the address provided in the Request for Proposal (RFP) or Invitation for Bids.
- The Procuring Agency will respond in writing to any clarification requests received at least 3 days prior to the deadline for submission of bids.

6. CLARIFICATION & AMENDMENT OF BIDDING DOCUMENTS

Clarification Response Timeline

- The Procuring Agency shall respond in writing within two (2) working days to any request for clarification, provided such request is received at least three (3) days prior to the submission deadline.

AMENDMENT OF BIDDING DOCUMENTS

6.1 Modifications Before Deadline

- At any time before the deadline for bid submission, the Procuring Agency may modify the bidding documents:
 - On its own initiative, or
 - In response to a clarification request by a prospective bidder.



- Any such amendments will be:
 - Notified to all bidders who have received the bidding documents.
 - Provided in a timely manner, preferably no later than three (3) days before bid submission.
 - Issued on equal opportunity basis in accordance with Rule-25(3) or Rule-25(4) of PPRA-2014, as applicable.

6.2 Deadline Extension

- To allow bidders sufficient time to consider amendments, the Procuring Agency may extend the submission deadline at its discretion.

7. LANGUAGE OF BID

- All bids, correspondence, and documents must be written in English.
- Supporting documents in another language must be accompanied by a certified English translation.
- For purposes of bid interpretation, the English translation shall prevail.

8. DOCUMENTS COMPRISING THE BID

8.1 Bid Components

The bid shall include the following:

- Complete bid document in accordance with RFP.
- Required forms and certificates.
- Financial bid.
- Technical bid.
- Bid security as specified.

8.2 Document Identification

- All submitted documents must clearly indicate:
 - The title of the document
 - The name and address of the bidder.

8.3 Envelope Labeling

- Each envelope should be clearly labeled with:
 - The bid title
 - The name and address of the bidder.

Failure to comply with envelope labeling requirements may result in rejection of the bid.

The committee's decision in this regard shall be final.

- Late submissions will not be entertained.

8.4 Technical and Financial Proposal Handling

The rate (rent PKR) for technically responsive/successful bidders at the declared time, date, and venue, will be considered.

Bids must remain valid for 120 days after the opening of the Technical Bid.

Bids valid for a shorter period shall be rejected as non-responsive. The validity may be extended for a period equal to the original validity.

- The Bid Form and Price Schedule must be completed in accordance with the instructions to bidders and attached with the Financial Proposal.
- Documentary evidence must be provided as per the instructions to prove bidder eligibility and capability to perform the contract if awarded.
- Documentary proof must also be provided that the services offered conform to the bidding documents.

9. BID FORM & PRICE SCHEDULE

The bidder must complete the Bid Form and an appropriate Price Schedule as furnished in the bidding documents.



10. BID PRICES

The quoted price shall be:

10.1 In a Financial Proposal

10.2 Final, fixed, and valid until completion of the contract – i.e., not subject to escalation/inflation etc.

10.3 In Pakistani Rupees PKR

10.4 Inclusive of all applicable taxes, duties, and levies

11. BID VALIDITY

11.1 Bids must remain valid for 120 days after the opening of the Bid. Shorter validity will render the bid non-responsive.

11.2 The Procuring Agency is expected to complete bid evaluation within the validity period. Under exceptional circumstances, an extension may be requested in writing, not exceeding the original bid validity.

11.3 Bidders who agree to extend validity cannot alter their bids, while those who do not agree may withdraw without forfeiting their bid security.

12. FORMAT AND SIGNING OF BID

12.1 The bid must be typed or written in indelible ink and signed by an authorized person.

12.2 All bid pages must be initialed by the signatory, except for unamended printed literature.

12.3 Any interlineations, erasures, or overwriting must be initialed to be valid.

13. SUBMISSION OF BIDS

13.1. DEADLINE FOR SUBMISSION

13.1 Technical and Financial Proposal must be submitted before the closing time/date stipulated by the Procuring Agency in one envelope and it should be properly sealed. The auction bids will be submitted to “Secretary Auction Committee, GSCWU Bwp” within due time.

13.2 The Procuring Agency may extend the deadline by amending the bidding documents. All related rights and obligations will adjust accordingly.

14. LATE BIDS

Late bids will be rejected and returned unopened.

15. MODIFICATION & WITHDRAWAL OF BIDS

15.1 Bids may be withdrawn prior to the submission deadline.

15.2 Written notice must be submitted for withdrawal before the deadline.

15.3 A revised bid may be submitted before the deadline. No modifications allowed after the deadline.

16. OPENING AND EVALUATION OF BIDS

16.1. OPENING OF BIDS

Bids will be opened on the same date at the specified time in the presence of bidders or their representatives.

16.2 During evaluation, the Procuring Agency may seek clarifications in writing only. No change in price or substance is allowed after submission.

16.2 Any queries from bidders must be made in writing or electronic form with a verifiable record.

17. EVALUATION & COMPARISON OF BIDS

17.1 Only substantially responsive bids will be evaluated.

17.2 Evaluation will follow the criteria and conditions specified in the bidding documents.

17.3 Once opened, bids will be evaluated using only the rules and regulations in effect at the time of bid invitation and criterion mentioned in the bidding document.



18. REJECTION AND ACCEPTANCE OF BIDS

The Auction will be rejected if:

- 18.1 It is substantially non-responsive
- 18.2 The bidder fails to meet mandatory criteria
- 18.3 Required documentary proof is missing
- 18.4 The bid is incomplete, conditional, alternative, or late
- 18.5 Bid Security is not attached or is in incorrect form
- 18.6 Bid Security is less than required amount
- 18.7 Multiple bids are submitted against one Auction
- 18.8 Attempts are made to influence the procurement process
- 18.9 Fraudulent or corrupt practices are involved
- 18.10 Any discrepancy is found between bid and documents
- 18.11 Any financial condition is submitted that violates Auction requirements

19. RE-BIDDING

If all bids are rejected, re-bidding may be initiated, or alternative procurement methods may be used under Punjab Procurement Rules 2014. Before inviting re-bids, the agency will assess and may revise specifications, criteria, or conditions as needed.

20. CONTACTING THE PROCURING AGENCY

- 21.1 No bidder may contact the Committee from the time of bid opening to the time of contract award.
- 21.2 Any attempt to influence the evaluation process will result in bid rejection and disqualification.

22. AWARD OF CONTRACT

The highest evaluated bidder, if in accordance with law, rules, and policy, will be awarded the contract within the validity period.

23. SIGNING OF CONTRACT

Upon acceptance, the Procuring Agency shall issue a contract form incorporating all agreed terms to the successful bidder.

24. CONTRACT AMENDMENT

Any amendment to the contract must be made in writing, signed by both parties.

25. FORFEITURE OF PERFORMANCE SECURITY

In case of non-performance or breach of contract, the agency reserves the right to forfeit the performance security without prejudice to other remedies.



C. PROPOSED LOCATION/SITE

- 1) The site is located at beside (By the outside) of Fatima Hostel, GSCWU, Near Overhead water tank area.

Dimension: Land/Space about 3.5 Marlas (about 900 square feet) for the establishment of Cellular Telecommunication Tower.

- 2) The Site is located on the Roof Top of Arfa Karim Block is located near parking area.

Dimension: Land/Space about 3.5 Marlas (about 900 square feet) for the establishment of Cellular Telecommunication Tower.

The bidder obtaining highest score will be offered to establish its Cellular Telecommunication Tower in GSCWU. The decision of GSCWU Management shall be final and absolute on all, the Management withdrawal requests as per PPRA Punjab Rules.



D. Financial Proposal

AUCTION SR NO. _____ FINANCIAL PROPOSAL / APPLICATION FORM

For

(Separate for every Category)
(On Company / Firm's original Letter Head)

I / We, _____

Address: _____

Contact No.: _____ do hereby submit Auction bid for

Sr. No. _____ at a rent of Rs. _____ (Rupees: _____)

_____) per month. I / We, enclosed herewith CDR No. _____ Dated _____ Rs. _____

being earnest money. I / We accept the all above term and conditions.

Authorized Auctioneer

Signature: _____

Company _____

Stamp: _____

Name: _____

Designation: _____

Contact No.: _____

Address: _____

NOT: OVERWRITING / CUTTING IN ANY DOCUMENT WILL NOT BE ACCEPTED.



Section 4: Terms and Conditions Acknowledgement

- The quoted rent is inclusive of taxes and shall be subject to applicable government levies.
- The tenure of the agreement will be three (03) years, extendable for another three (03) years based on performance.
- The rent shall escalate 10% annually.
- The successful bidders must sign the space rental agreement within 15 days of award notification.
- No structural modifications to university property are allowed without prior written approval.
- The bidder shall comply with all rules and procedures outlined in the document.
- Financial proposal will be evaluated.

Section 5: Declaration

I/We, the undersigned, hereby submit our financial offer in accordance with the terms and conditions outlined in the tender document. We confirm that:

- The information provided herein is true and accurate.
- This financial proposal is valid for (120) days from the date of opening.
- We accept the right of the University to reject all bids as per PPRA Rules.
- We understand that failure to comply with tender conditions will lead to disqualification.

Authorized Signatory: _____

Full Name: _____

Designation: _____

Date: _____

Bidders Seal & Signature



(LEASE AGREEMENT)

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

BY AND BETWEEN

Lessor Name, Address, hereinafter referred to as the LESSOR, includes his/her legal heirs, successors in interest, assignees, transferees and administrators of the First Part. (The Government Sadiq College Women University Bwp)

AND

The successful bidder , with its address at _____ hereinafter referred to as the LESSEE, includes its legal representative, nominees, successors in interest, assignees, transferees and administrators of the Second Part.

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

The Lessor has offered the Lessee a monthly rent of the building having an area of (Area) sq. ft. (hereinafter referred to as the Rented Premises) on the following Terms and Conditions.

1. PERIOD OF TENANCY

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

2. RATE OF RENT

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

3. RATE OF ENHANCEMENT

That going forward there shall be an increase in the rent at the rate of 10% per annum after completion of 1st year.



4. MODE OF PAYMENT

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

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

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

5. THE LESSEE COVENANTS WITH THE LESSOR AS UNDER

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

6. THE LESSOR COVENANTS WITH THE LESSEE AS UNDER

- a) The Lessor shall be fully responsible for all structural faults in the building and/or the Rented Premises and shall pay for all repairs on account of such structural faults and shall carry out all structural and major repairs to the Rented Premises as may be required from time to time. Provided, however, that any structural fault resulting from any inappropriate action of the Lessee shall be repaired and put right by the Lessee.



- b) That the Lessor shall get the paint work done after every two years of tenancy (in the event the Lease Agreement is extended) and if the same is not done within the time specified, the Lessee shall be entitled to do the same job at the expense of Lessor after giving seven (07) days' notice in writing.
- c) The Lessor shall authorize the Lessee to undertake any alteration in the Rented Premises in order to comply with the international health and safety standards for the safety of its staff and students.
- d) Subject to the Lessee performing its obligations hereunder, to ensure that the Lessee shall peacefully enjoy use of the Premises for commercial purposes without any hindrance or interference from the Lessor and/or any person and/or Authority and Government.
- e) Any sale/transfer and/or assignment of the said Premises or a portion thereof by the Lessor to any person in any manner, whatsoever, shall not in any way affect or prejudice the rights of the Lessee as contained in this Lease Agreement. Every purchaser/transferee/assignee shall be bound by the said Lease Deed and all the terms and conditions and covenants herein contained. The Lessors shall further be bound to disclose the Terms and Conditions of this Lease Agreement and covenants herein provided to the purchaser/transferee/assignee.
- f) That the Lessor has a legal and valid title of the Rented Premises and has the right to lease the Rented Premises for commercial purposes which is free from all encumbrances and charges/liens and shall submit copies of all property documents along with any necessary approvals and sanctions of the concerned authority in respect of the Rented Premises prior to execution of this Lease Deed or at any time as and when required by the Lessee.
- g) Disputes of any kind between the Lessor and any third party shall not affect the rights of the Lessee under this Lease Agreement or any renewals thereof.
- h) The Lessor shall provide all approvals and necessary assistance to the Lessee for obtaining of any utilities at the Rented Premises as and when required by the Lessee.
- i) The Lessor has paid all the utility bills and taxes related to the Rented Premises (as brought to the knowledge of the Lessee) as provided in the Schedule II of this Lease Agreement at the time of handing over the Rented Premises to the Lessee.
- j) The Lessee shall be entitled to erect and /or install the neon sign and/or other publicity boards/skins/hoarding and/or advertising boards in front of the Rented Premises subject to the provision of appropriate space.
- k) Lessor confirms and acknowledges to the Lessee that said plot and the Rented Premises have been permitted by the relevant authority to be used in the Permanent Commercial category by the Lessor.

7. THE LESSOR WARRANTS

- a. There are no restrictions or impediments in the Lessor's rights to lease the Rented Premises to the Lessee and/or as provided anywhere under this Lease Agreement and all necessary lawful authority/approvals/permissions/consents/permits of the relevant Government Department / Municipal Authority / Development Authority has been obtained and fulfilled by the Lessor in respect of leasing/renting out the Rented Premises to the Lessee for the use of the Rented Premises for commercial purposes and all such conditions imposed by any of the above for the commercialization and use of the Rented Premises have been duly fulfilled.
- b. The Lessor warrants that Rented Premises, at the time of handing over, is structurally sound in every respect and may be used for the purpose for which it is leased out and the Lessor undertakes that the structure has been erected in accordance with the necessary



approvals/permissions/consents/plans/permits of the relevant Local Government / Town thereby allowing for lawful utilization of the same for purposes mentioned.

c. The Lessor shall, when called upon by the Lessee, acquire any necessary approvals/plans/permissions/permits from the relevant Local Government/ Town for making any additions to the structure of the Rented Premises as and when required by the Lessee provided that the cost of such approvals/permissions shall be borne by the Lessee.

d. If during the period of this lease agreement, the Rented Premises are destroyed and/or damaged due to any structural defects and/or damaged by an earthquake, civil commotion, riots, war, political disturbances, fire, storm or any other cause beyond the control of Lessee which may impede the use of the Rented Premises by the Lessee, the Lessee at its sole discretion shall have the right to terminate this Lease Agreement with one-month prior notice. Upon such termination of the lease, no further rent shall be due and payable by the Lessee and if any advance rent paid by the Lessee in respect of the remaining period of this Lease Deed or any renewals thereof and/or under any other agreement(s) between the Lessee and the Lessor with respect to the Premises shall be refunded forthwith by the Lessors within 30 days of such termination.

e. The Lessee shall on the termination of the lease deliver possession of the Rented Premises to the Lessor. However, if the Lessee is unable to carry on running the business at the Premises due to any Federal/Provincial/Municipal/Cantonment Board/Local Bodies, Institutions, authorities, Regulations or Court order, the Rented Premises will be vacated accordingly and the Lessor will refund the balance amount of rentals from the advance paid to Lessee within 30 days of such termination.

f. At the completion of the term of this Lease Agreement and upon receipt of 30 days' advance written Notice from the Lessee of its intentions to renew the Lease Agreement, the lease may be further extended by mutual consent of both the parties on the terms and conditions mutually agreed at the time of the expiry of this Lease Agreement.

8. INDEMINITY AND UNDERTAKINGS

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

b. The Lessor agrees/undertakes to indemnify the Lessee against any claims, liabilities dues or charges accrued or accruing and claimed by any person/party or authority in respect of the Rented Premises.

09. MISCELLANEOUS

a) The Lessee may terminate this Lease Agreement at any time by giving the other Party a One (01) Month prior Notice in writing at the address specified under this Agreement / Deed. On the happening of such an event, Lessor undertakes to return all unutilized amount of rent received in advance from Lessee hereunder upon taking over physical possession of the Rented Premises on the date of termination mentioned in the notice.

b) In case the Lessee reduce its operations and/or the premises become surplus, the Lessee shall communicate its intention of vacating the premises to the Lessor and both the parties shall mutually decide the mode of vacating of the premises, which in any case shall not exceed Three (03) Months.



The Lessor undertakes to return all proportionately unutilized amounts of Rent received in Advance from Lessee hereunder within 30 days of the said date of the vacation.

- c) The Lessor and the Lessee agree to strictly abide by the terms and conditions as laid down in this Lease Agreement. In case of any breach of any of the conditions and covenants to be observed and performed by the Lessor, the Lessee may terminate this Lease Agreement immediately after giving a written Notice to this effect provided that a time of 30 working days is given to the Lessor to rectify the breach. Any unutilized payment made by the Lessee to the Lessors under this Lease Agreement or any renewals thereof and/or on account of any other agreement with respect to the Rented Premises shall be returned to the Lessee within 60 days of such termination.
- d) This Agreement has been drawn up in duplicate, one original to be retained by the Lessee and the other to be retained by the Lessor.
- e) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the bidding document.
- f) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the bidding document.

10. ASSIGNMENTS

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

11. APPLICABLE LAW AND JURISDICTION

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

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

LESSOR _____

LESSEE _____

For Lessor:

WITNESSES: -

For Lessee