



Pakistan Telecommunication Authority
Government of Pakistan
HEADQUARTERS F-5/1, ISLAMABAD.
[http// www.pta.gov.pk](http://www.pta.gov.pk)



Government of Pakistan
PAKISTAN TELECOMMUNICATION AUTHORITY
www.pta.gov.pk Tender No. 5/11/2020

TENDER NOTICE

HIRING OF BUILDING FOR PTA ZONAL OFFICE MUZAFFARABAD

Pakistan Telecommunication Authority, a Government organization invites sealed bids from owners of houses (located at main city of Muzaffarabad) for establishment of PTA Zonal Office Muzaffarabad who wish to sublet their premises to Pakistan Telecommunication Authority. Bidding documents, containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid validity, opening of bid, evaluation criteria, clarification / rejection of bids, performance guarantee etc. are available for the interested bidders from the office of undersigned during working hours i.e. **0900-1700** (Monday – Friday) at cash payment of **Rs. 1000/-**(non-refundable). Tender Documents can also be downloaded from www.pta.gov.pk free of cost.

The bids, prepared in accordance with the instructions in the bidding documents, must reach at PTA HQs, F-5/1, Islamabad on or before **27th October , 2020** at **11:00 AM**. Bids will be opened on the same day at **11:30 AM**. This advertisement is also available on PPRA website at www.ppra.org.pk

Engr. Asif Saeed
Director (Civil Works)
PTA HQs, F-5/1, Islamabad.
Phone: 051-2878114, 051-9225352 Fax: 051-2878149
Email: asifsaeed@pta.gov.pk

SAFELY CORRUPTION

14X2

BIDDING DOCUMENTS

1. Pakistan Telecommunication Authority, a Government organization invites sealed bids from owners of the houses who wish to sublet their houses to Pakistan Telecommunication Authority for establishing its Zonal office in **Muzaffarabad City** for a period of **five (05)** years.
2. Owners having their premises in city area preferably on main location/roads where access to general public is easy are encouraged to submit their premises documents/details as per the requirement mentioned in bidding documents.
3. Notice for inviting tender published on PTA's/PPRA's websites is the part of this contract document.

Terms and Conditions

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

- a. Bidding documents duly completed in all respects shall be submitted on or before 27th October, 2020 up to 11:00 AM in the office of Director (Civil Works), PTA HQs, F-5/1, Islamabad. The submission and evaluation of bids will be carried out as per "Single Stage Two Envelope Procedure" of PPRA Rules.

5. **OWNER'S INFORMATION**

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

- d. Residing Address _____

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

6. **SINGLE STAGE – TWO ENVELOPE PROCEDURE**

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- a. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- b. The envelopes shall be marked as “FINANCIALPROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- c. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- d. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the PTA without being opened;
- e. The PTA shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;
- f. During the technical evaluation no amendments in the technical proposal shall be permitted;
- g. The financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- h. After the evaluation and approval of the technical proposal the PTA, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically nonresponsive shall be returned unopened to the respective bidders; and
- i. The bid found to be the lowest evaluated bid shall be accepted.

7. INTEGRAL PART

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

8. Mandatory Requirements

Following **mandatory** requirements are **to be fulfilled** and evidence in this regard is to be enclosed with. Non provision of the same would result in disqualification:

- a. The covered area of building should be minimum 3500 Sq.t.
- b. Owner should be of AJK Resident and must have valid CNIC from NADRA (Pakistan).
- c. He must be sole owner of the premises/building/house.
- d. Affidavit on **Legal Paper of value Rs. 100**, to the effect that the owner is the sole legal owner of the premises and the property _____ (address) being offered free of encumbrances, possession able and free from all types of litigation, shall be attached with technical proposal. In addition, no loan has been taken against the property and it has not been pledged anywhere.
- e. Previous all government taxes related to the building has been paid by the owner.
- f. Previous utility bills have been paid by the owner.
- g. House/building has been constructed as per the approved by laws of the concerned municipal/cantonment etc. agency.
- h. Building has approved building plan from concerned controlling agency.
- i. Building has all basic amenities like electricity, water and telephone.
- j. Building has 3 phase electric connection.
- k. Building must be equipped with suitable number of geysers for continuous supply of hot water.

9. EVALUATION CRITERIA

- a. Technical proposals shall be evaluated as per the criteria laid down at **Annex-A**. All supporting documents must be attached with Technical Proposal.
- b. Bidder must score/ achieve 70 % as passing marks in technical qualification to become eligible for participating in financial bid opening. Technically qualified bidders shall be allowed to participate in the financial bid opening process. The financial bids of technically disqualified bidders shall be returned un-opened as per PPRA Rules.
- c. House/premises shall be hired from the technically qualified bidder who has quoted the lowest financial bid on the recommendations of the relevant PTA Committee.

- d. If two or more bidders quoted the same financial bid, then the contract will be awarded to the one who has scored highest in technical qualification.

10. PRICES

- a. The bidder should quote its rent rates in the Financial Proposal and total prices in figures as well as in words (**Annexure-B**). However, hiring order shall be awarded on consolidated amount of all years after evaluation.
- b. The rates quoted shall remain valid for six (6) months from the date of opening of Technical Proposal.
- c. Bid shall be in Pak rupees only and inclusive of all applicable taxes i.e. income tax etc. and any other tax/duties/surcharge as per current/prevalent GOP rules and if during the currency of contract there is any change, addition in taxes the same shall be borne by the owner of house without changing the monthly payment
- d. No claim on/of Escalation during the currency of contract will be entertained.

11. PAYMENT PROCEDURE

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

12. Hiring Period

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

13. DISQUALIFICATIONS

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

- a. Incomplete bid shall not be accepted.
- b. Offers are received after specified date and time.

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- c. Specification and other requirements are not properly adhered to or different from those given in the bidding documents.
- d. Any deviation of requirement mentioned at Para 7 and 8 of this document.

14. Any overwriting and cutting should be avoided. However, if it is inescapable then each overwriting/cutting is to be signed and stamped by the bidder and certificate in this regard be attached with the financial bid that these cutting/overwriting had been made prior to submission of bids. **ARBITRATION**

In case of any dispute or conflict between bidder and Employer, the case will be referred to PC-I, PTA. If the decision of PC-1 is not acceptable the case shall be referred to Chairman PTA, whose decision will be final and could not be challenged at any court of law.

15. **RIGHTS RESERVED**

Pakistan Telecommunication Authority Islamabad reserves the rights to cancel the bid, accept or reject any bid as per PPRA rules.

16. **DRAFT Agreement**

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

Financial Proposal

Hiring of Building/Premises for Zonal Office

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

Name of Owner _____
CNIC _____

Signature _____

Technical Evaluation Criteria/Company Profile

Annexure-A

Part A) Mandatory Requirement *	
1	<i>The covered area of building should be minimum 3500 sq.ft. minimum.</i>
2	<i>Owner should be of AJK resident and must have valid CNIC from NADRA (Pakistan). <u>Enclose Documentary proof.</u></i>
3	<i>He must be sole owner of the premises/building/house. <u>Enclose Documentary proof.</u></i>
4	<i>The building being offered must be free of encumbrances, possession able and free from all types of litigation. No loan has been taken against the property and it has not been pledged anywhere. House/building has been constructed as per the approved by laws of the concerned municipal/cantonment etc. agency. (Attach Affidavit)</i>
5	<i>Previous tax of Government related to building has been paid by the owner. <u>Enclose Documentary proof.</u></i>
6	<i>Previous utility bills have been paid by the owner. <u>Enclose Documentary proof.</u></i>
7	<i>Building has approved building plan from concerned controlling agency. <u>Enclose Documentary proof.</u></i>
8	<i>Building has all basic amenities like electricity, water and telephone. <u>Enclose Documentary proof.</u></i>
9	<i>Building has 3 phase electric connection. <u>Enclose Documentary proof.</u></i>
10	<i>Building must be equipped with suitable number of geysers for hot water</i>

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Part B) General Evaluation*				
Sr . #	Attributes	Max. Score	Points Earned	Evaluation Criteria
1	Location of Premises	10		<p>a. Located on main (100 feet or more) double road 10 Marks</p> <p>b. Located on secondary (> 60 Feet and < 100 feet) double road 8 Marks</p> <p>c. Located on secondary (> 40 feet and <60) single road 5Marks</p> <p>d. Located on < 40 feet single road 2 Marks</p>
2	Accessibility	10		<p>a. Public transport available within 500 Meters distance 10 Marks</p> <p>b. Public transport available within 750 Meters distance 7 Marks</p> <p>c. Public transport available within 1000 Meters distance 5 Marks</p> <p>d. Public transport available > 1000 Meters distance 3 Marks</p> <p>e. Public transport available > 1500 Meters distance 1 Marks</p>
3	Type of Structure	5		<p>a. Frame structure 5 Marks</p> <p>b. Frame and Brick Masonry Mix structure 4 Marks</p> <p>c. Brick Masonry structure 3 marks</p> <p>d. Cracks in Building 0 Marks and building will be rejected</p>
4	Rooms With Attached Bath	5		<p>a. All rooms with Attach Bath and tiles in washrooms in good Condition 5 Marks</p> <p>b. All rooms with Attach Bath and chips in washrooms in good Condition 3 Marks</p> <p>c. All rooms with some Attach Baths and some with not 1 Mark</p> <p>d. Dirty & Old Washrooms 0 Marks and building will be rejected.</p>
5	Flooring (Rooms)	5		<p>a. Tile/Marble/ Wooden flooring in full house in good Condition 5 marks</p> <p>b. Chips Flooring in good Condition 3 Marks</p> <p>c. Plain Cement Flooring in good Condition 1 Marks</p> <p>d. Cracks in Floors 0 Marks</p>

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	Kitchen	5		<p>a. Kitchen with tea bar 05 Marks</p> <p>b. Only Kitchen 03 Marks</p> <p>c. No Kitchen 0 Marks</p>
6	Internal Parking Space	5		<p>a. Internal parking Space of 3 large vehicles i.e. 2 x Corolla and 1 Double Cabin 5 marks</p> <p>b. Internal parking Space of 2 large vehicles i.e. 1 x Corolla and 1 Double Cabin 3 marks</p> <p>c. Internal parking Space of 1 large vehicles i.e. Corolla and 1 Double Cabin 1 marks</p>
7	Security Arrangements of Building	5		<p>a. Barbed Wire/concentrina Wire on all eternal walls and Security Room 5 Marks</p> <p>b. Barbed Wire/concentrina Wire on all eternal walls 3 Marks</p> <p>c. Security Room 3 Marks</p> <p>d. No barbed wire No security room 0 Marks</p>
8	Generator Wiring	3		<p>a. Generator wiring Available 3 Marks</p> <p>b. Not available 0 Marks</p>
9	UPS Wiring	4		<p>a. UPS wiring Available 4 Marks</p> <p>b. Not available 0 Marks</p>
10	Solar Panel along with complete system Installed	3		<p>a. Installed 3 Marks</p> <p>b. Not installed 0 Marks</p>
11	Lawn	4		<p>a. Green lawn having more than 1000 Sq.ft area 4 Marks</p> <p>b. Green lawn having more than 500 Sq.ft area 3 Marks</p> <p>c. Green lawn having more than 200 Sq.ft area 2 Marks</p> <p>d. Less than 100 sq.ft. 0 Marks</p>
13	European wash room	2		<p>a. All wash rooms with European seats 2 Marks</p> <p>b. Mix European and Asian seats 1 mark</p> <p>c. All Asian 0 marks</p>

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1 4	Wood Cabinets in Rooms for File Storage	10		<p>a. Wooden Cabinets in each room from Floor to Roof full Height 10 Marks</p> <p>b. Wooden Cabinets in each room from Floor to Roof half Height 7 Marks</p> <p>c. Small Wooden Cabinets in each room of size 28- 35 sq.ft 5 Marks</p> <p>d. Any smaller size in each rooms 2 Marks</p> <p>No 0 Marks</p>
1 5	Construction Year	5		<p>a. Less than 5 years 5 marks</p> <p>b. More than 5years and less than 10 years 4 marks</p> <p>c. More than 10 years and less than 15 years 3 marks</p> <p>d. More than 15 years and less than 20 years 2 marks</p> <p>e. More than 20 years 1 marks</p>
1 6	Guard Room	5		<p>a. Available 5 Marks</p> <p>b. Not Available 0 Marks</p>
1 7	Store Room	5		<p>a. Available 5 Marks</p> <p>b. Not Available 0 Marks</p>
1 8	Proximity to Government Offices	4		<p>a. Proximity 4 Marks</p> <p>b. Non Proximity 0 Marks</p>
1 9	Corner Plot	5		<p>a. Yes 5 Marks</p> <p>b. No 0 Marks</p>
Total		100		
<p>i. Minimum qualifying marks are 70% in above table. Attach Supporting documents.</p> <p>ii. Financial Bids of bidder scoring 70% and above in qualification shall be opened and bids of non-qualified firms shall be returned un opened.</p> <p>iii. PTA committee shall visit the premises and marks shall be awarded as per criteria given above.</p>				

Draft LEASE AGREEMENT

This Lease Agreement (the "Agreement") is made on _____ day of _____ 2020,
at _____ .

By and between

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

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

AND

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

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

WHEREAS,

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

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

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

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

2. **Tenure of Agreement**

The initial term of the Agreement shall be 5 (five) years commencing from _____, 2020 and ending on _____2025 both days inclusive. The Agreement may be renewed by mutual consent on such terms and for such period or otherwise as may be mutually agreed by the Parties.

Payment

3. The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term of this agreement rent at the following rates on half yearly basis:

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

i. PKR _____ /month for 1st year

ii. PKR _____ /month for 2nd year

iii. PKR _____ /month for 3rd year

iv. PKR _____ /month for 4th year

v. PKR _____ /month for 5th year

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

c. It is hereby agreed that rent shall not be increased beyond the rates specified at clause 3 (a) above during the tenure of this Agreement.

d. The rate of rent mentioned above is inclusive all taxes, rates, charges, assessment and imposition etc. in respect of the Premises other than those which are required to be paid by the LESSEE.

Rights of the Lessee

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

- a. That he shall not do any act, deed or thing creating any charge, lien or encumbrance, of any kind and description whatsoever, in respect of the Premises during the subsistence of this Agreement. Should there ever come cross any challenge or any issue, whatsoever, regarding title, possession etc. of the LESSOR on the Premises, the LESSOR shall, at its own cost, get all clearance and/or non encumbrance certificate(s) and other permissions/sanctions required for the completion of this Lease transaction/agreement up-to the satisfaction of LESSEE and within time approved in writing by the LESSEE.
- b. The Parties herein agree that the LESSEE shall not pay any brokerage in respect of this Lease transaction.
- c. The LESSEE will have unrestricted, unlimited and unhindered access to and peaceful utilization of the Premises 24 hours /day, 7 days a week.
- d. Notwithstanding anything contained in this Agreement, the LESSOR acknowledges that any revocation or termination of this Agreement by the LESSOR may cause irreparable loss and damage to the business interests of the LESSEE. Accordingly, the LESSOR hereby acknowledges, consents and agrees that the equipment is intended to and will “constitute things embedded into the Premises” and accordingly, so long as the yearly rent is duly paid by the LESSEE, the term of the Lease shall not be abridged or terminated by the LESSOR prior to the expiry of the initial term or any renewal thereof. The LESSOR hereby agrees to and affirms the right of the LESSEE to seek both temporary and permanent injunctive relief against any purported termination, withdrawal or abridgement of the initial term or any renewals thereof, and further irrevocably consents and waives any defence in law or in equity to the availability of such injunctive relief to the LESSEE.
- e. It is hereby further expressly provided and agreed by the Parties hereto that should the LESSOR fail to perform any of his/her obligations in part or in whole under this Agreement or fail to settle all issue(s) accrued, if any within the time set forth herein, all money/advance given by the LESSEE shall not only be returned by the LESSOR to the LESSEE without cavil but the LESSEE may institute suit against LESSOR for specific performance of the Agreement with costs or the LESSEE may bring an action for damages resulting from the breach of contract/Agreement. The LESSEE’s remedies are

cumulative and not exclusive of one another, and all other remedies shall be available in law or equity to LESSEE for LESSOR's breach hereof.

- f. The LESSEE may, at its sole option, terminate this Lease Agreement upon thirty (30) days prior written notice, whereupon, the LESSOR shall refund to the LESSEE within twenty-one (21) days of the receipt of the notice terminating the Lease, any unutilized rent paid in advance by the LESSEE for the term extending beyond the month in which the Lease shall come to an end pursuant to the notice of termination by the LESSEE.
- g. Subject to the due and timely refund of any unutilized rent in terms of above clause, the LESSEE shall vacate the premises upon the expiry of the thirty (30) days' notice period. The LESSEE shall not be required to vacate and shall be entitled to continue in possession of the Premises along with all rights and interests therein conferred on the LESSEE pursuant to this Agreement until such time the unutilized rent has been refunded to the LESSEE, provided that, no rent shall accrue to the LESSORS for and in respect of the time period during which the LESSEE continues the possession and occupation of the Premises due to failure of the LESSORS to refund the unutilized rent paid in advance, provided further that, any advance rent not refunded in accordance with this clause shall incur mark-up at the rate of 20% per annum for the number of days which it remains un-refunded.
- h. That the LESSEE shall be entitled to display name plate / boards and signs at the entrance / tower of the Premises, and to post or appoint any security guard thereof, if so required, will be the sole discretion of LESSEE,,

Rights of the Lessor

5. The LESSEE hereby covenants with the LESSOR as follows:
 - a. To pay rent for the Premises in advance for six months at the agreed rate provided in this agreement after taking over the complete possession of the Premises. Payment will be acknowledged by the LESSOR and a separate receipt will be issued.
 - b. LESSOR agrees to allow the contractor of LESSEE, if desired, to start the repair/renovation work of the Premises immediately after signing of Agreement by him if required by the PTA.

- c. To pay all lawful charges (except arrears prior to the date of execution of the said deed of Lease / handing over of possession of Premises to the LESSEE) in respect of water, and electricity used / consumed in the Premises with effect from the commencement directly to the agencies concerned in terms of bills in respect thereof.
- d. Not to store any explosive material in the Premises or any part of the building, which may cause damage to its inmates.
- e. The LESSEE undertakes to carry out all structural and other repairs and maintain the Premises in good tenable condition throughout the term of the Lease and any renewal thereof.

General Conditions

- 6. The LESSOR hereby covenants in all good faith with the LESSEE as follows:
 - a. The LESSOR agrees to indemnify the LESSEE against all claims, damages, demands, losses, costs, charges and expenses whatsoever which the LESSEE may suffer due to any defect(s) in the title of the LESSOR to the Premises.
 - b. That the LESSOR will have No Objection on the installation of telephone connections in the name of LESSEE in the Premises, for which bills will be paid by Lessee
 - c. The LESSOR shall be liable for payment of all taxes, duties, levies and outgoings in respect of the Premises to the concerned Government Authorities, if any.
 - d. The LESSOR acknowledges that the LESSEE may from time to time, make structural changes or addition to the Premises, and accordingly, hereby, irrevocably consents to such additions being made by the LESSEE only for the purpose of and in connection with the LESSEE's business. The LESSEE will be within his rights to remove the fixtures at the time of vacation of Premises.

- e. During the Term of this Agreement the LESSOR shall not at any time or under any circumstances block LESSEE's access to the Premises, lock or break/change any locks thereto, shutdown or cause the shutting down of any of the LESSEEs equipment installed thereon, or create any hindrance in the carrying out of LESSEEs operations being/to-be carried out on the Premises. Upon occurrence of any of the events stipulated herein this clause the LESSEE reserves the right to resort to any legal recourse available to the LESSEE.
- f. The lessor will provide the accommodation in best condition i.e. internal/external paint, working of all fixtures, electrical gadgets , addressing seepage issues, carpentry and wood work to the lessee before handing over the premises and if there is any shortcoming which is pointed out by LESSOR , the same will be done before handing/taking over.
- g. The minor repair maintenance will be carried out by the LESSE.
- h. Major repair maintenance and replacement of fixed assets like Meter replacement, Motors replacement if not repairable etc. shall be done by the LESSOR.
- i. This Agreement and its attached Annexure-A & B and mandatory requirements constitute the exhaustive description of obligations of the Parties and form an integral part of this agreement and have to be read and construed as such.
- j. This Agreement may not be assigned by either party other than by mutual agreement between the Parties in writing.
- k. All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties
- l. Subject to the foregoing clause, this Agreement shall be binding upon the parties and their respective successors and permitted assigns.
- m. This Agreement is intended by the parties as the final expression of their agreement and is intended also as a complete and exclusives statement of the terms of their agreement with respect to their relationship and all related matters.
- n. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that provision, nor prevent that party thereafter from subsequently enforcing that provision of any other provision of this Agreement.

- o. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.
- p.

7. Force Majeure

- a. If for any reason beyond the reasonable control of either Party hereto, upon occurrence of a Force Majeure event including without limitation fire, earthquake, cyclone, tsunami, tornado, war, **expropriation**, radiation or destruction of the building or area in which the Premises are situated, the LESSEE is no longer able to utilize the Premises for the purposes of its business, this Lease Agreement may be terminated by either Party upon giving seven day's notice to the other Party, whereupon this Agreement shall be terminated, provided that the LESSOR shall remain liable to refund to the LESSEE any rent paid in advance by the LESSEE for the term extending beyond the month in which this Agreement is terminated for reasons of force majeure event shall not foresight by the LESSEE in respect of the LESSEE's equipment and by the LESSOR in respect of the Premises or the building or area in which the Premises are situated.
- b. The LESSOR hereby covenants with the LESSEE that subject to the LESSEE performing its obligations hereunder, the LESSEE shall peacefully enjoy use of the Premises without any hindrance or interference from the LESSOR or any person claiming through, under or in trust of the LESSOR.
- c. The LESSOR knowingly and voluntarily covenant that he will not sue the LESSEE, whether during or after termination or expiry of the Agreement, on account of any loss, property damage, personal injury, emotions, reputation including, but not limited to any matter, cause, or thing that may arise out of, result from, or be related to any of the circumstances which may beyond the control of either Party or have no concern with the LESSEE. Further it is hereby agreed by LESSOR that all or any claim, demand arising out of or any way related to this Agreement, except the annual rent, are hereby released, waived and set at rest.

8. The LESSOR and the LESSEE further agree as follows:
- a. This Agreement shall stand terminated at the sole option of the LESSEE upon the refusal/or revocation by the Authorities to carry on the offices. Upon such termination of the Agreement the LESSOR shall within 21 (Twenty one) days of the receipt of notice refund to LESSEE any unutilized amount of rent paid by the LESSEE to the LESSOR and the LESSEE shall vacate the Premises. No rent shall accrue for the period until which the LESSEE shall stay in the premises due to non-refund of the advance rent and deposit if any.
 - b. Any notice/ payment cheque required to be given under this Agreement shall be deemed to be properly addressed and sufficiently served under the general law of service to the other Party at the following addresses. However, in case of change in the postal address, intimation to this effect shall be given in writing and acknowledgement obtained for the same from the other Party.
 - c. That in case any person, association, or a group, or society of owners, or properties in the building, wherein the Premises is located, present or future, creates or causes to be created, or attempts to create any hindrance in the occupation and operation of the Premises by the LESSEE after the effective date of this Agreement, the LESSOR shall be solely responsible, at its own risk, to make the necessary arrangements in a manner that allows the LESSEE to peacefully continue the occupation and operation of the Premises as defined in the Agreement. LESSOR will also bear the maintenance charges to the Resident Union (registered or unregistered) or other maintenance society (if any) on account of the Premises rented to the LESSEE.

Dispute Resolution

9. All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to

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- a. Purchase Committee-I (PC-I) of the Lessee for amicable settlement /resolution of the dispute at first stage.
- b. In case of failure in settlement, at the second stage the case will be referred to the Authority of the LESSEE through Dir (Admin).
- c. In case of failure of amicable settlement of dispute as above, it may be referred to agreed arbitrator mutually agreed by both the parties for arbitration in accordance with the applicable laws for the time being in force.

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

Lessor
(owner)
Name
NIC No.

Lessee
Pakistan Telecom Authority
Name
NIC No.

Witness # 1 _____
NIC No. _____

Witness # 2 _____
NIC No. _____