

RENT AGREEMENT

RENTING-OUT 02 FLOORS (FOR OFFICE USE ONLY) OF PMA
BUILDING OF PAKISTAN METROBUS SYSTEM (PMBS)
LOCATED AT HAIDER ROAD, OPPOSITE MILLENNIUM
MARQUEE, SADDAR, RAWALPINDI



PUNJAB MASSTRANSIT AUTHORITY (PMA)

Government of the Punjab
5th Floor, Arfa Karim Software Technology Park,
Main Ferozepur Road, Lahore, Pakistan
Phone: 0345-1112929, URL: www.pma.punjab.gov.pk

December 2023

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Section-I: Invitation to Bids



1.1 INVITATION TO BID

RENTING-OUT OF 02 FLOORS (FOR OFFICE USE) OF PMA BUILDING OF PAKISTAN METROBUS SYSTEM (PMBS) LOCATED AT HAIDER ROAD, OPPOSITE MILLENNIUM MARQUEE, SADDAR, RAWALPINDI



PMA invites Sealed Bids for **Renting-out of 02 Floors (for office use) of PMA Building of Pakistan Metrobus System (PMBS) Command and Control Centre (CCC) Located at Haider Road, Opposite Millennium Marquee, Saddar, Rawalpindi** from interested bidders i.e. companies/ firms/ departments/ banks, etc. registered with Tax Department (Income Tax). The Bids shall be received as per **single stage – two envelope procedure**.

| Sr. No. | Description of Building Floor | Covered Area (Sq. ft.) | Estimated Rent Per month (in PKR) | Remarks |
|---------|-------------------------------|------------------------|-----------------------------------|--|
| 1. | 3 rd Floor | 4,170 | 925,687/- | Reserve Price estimate is exclusive of all applicable taxes. |
| 2. | 4 th Floor | 4,802 | 1,066,009/- | |

1. Bidding Documents are immediately available after publication of press advertisement.
2. The Bidding documents carrying all details can also be downloaded from PMA's website <http://pma.punjab.gov.pk> and PPRA's website <http://ppra.punjab.gov.pk>
3. Interested eligible Bidders may obtain further information from PMA at the address or email given below.
4. A pre-bid meeting will take place **at 1400 Hours on 10th January, 2024** at PMA office (address given below) for the applicants who wish to attend.
5. All Bids must be accompanied by a Bid Security of **PKR 100,000 per floor** in the form of CDR/Bank Guarantee / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan in the name of **"MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT"**.
6. Interested bidders can submit their bids for one or more floors. However, such bidder(s) will be required to submit a separate bid security for each floor.
7. Bids must be delivered to the addressee below on or before **17th January 2024 at 1500 Hours**.
8. The Bids shall be opened on the same day i.e. **17th January 2024 at 1530 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below.
9. Late Bids shall be rejected.
10. Bid Security will be returned to the unsuccessful bidders after completion of the bidding process.
11. **PMA** will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
12. In case of official holiday on the day of submission, next day will be treated as closing date.
13. PMA reserves the right to cancel the bidding process at any time prior to the acceptance of a proposal.
14. Any clarifications regarding this Bidding should be directed to the undersigned.

SECRETARY

PUNJAB MASSTRANSIT AUTHORITY (PMA)

5th Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan

Phone: 0345-1112929, URL: www.pma.punjab.gov.pk

Section-II: Rent Agreement

2.1 RENT AGREEMENT

THIS AGREEMENT is made at Lahore, on this ____ day of _____, _____ (hereafter referred to as “**Agreement**”) by and between:

Punjab Masstransit Authority (PMA) through its Secretary having its Administration Office at 5th Floor, Arfa Software Technology Park (ASTP), 346-B, Main Ferozpur Road, Lahore (hereinafter referred to as the “Owner”, which expression shall, where the context so permits include its successors-in-interest and assigns).

AND

M/S _____ (Pvt.) Ltd. through its _____ Mr. _____, hereinafter called the “Tenant” (which expression shall unless repugnant to the contents and context hereof be deemed to include its successors-in-interest, assigns and nominees etc.).
(The Owner and the Tenant are hereinafter collectively referred to as the “Parties”)

WHEREAS

The Punjab Masstransit Authority is the exclusive and the absolute owner-in-possession of the immovable property, situated at Haider Road, Opposite Millennium Marquee, Saddar, Rawalpindi named as **PMA Building of Pakistan Metrobus System (PMBS)**.

(hereinafter referred to as BUILDING).

- A. The Tenant has requested the Owner to allow it to use a space measuring _____ Sq. Ft. (Floor No. ____). (more fully described in the attached Schedule and hereinafter referred to as the "Premises").
- B. The Owner has agreed to allow the Tenant to use the Premises, and the Tenant has agreed to use the Premises, for the period, rent and purpose, and subject to the terms and conditions hereinafter mentioned.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the rent hereby agreed and the Tenant covenants hereinafter mentioned, the Owner hereby allows the Tenant to use the Premises along with the use and enjoyment of common passages, entrances, stair cases, landings, janitorial services, security services and lighting of the common areas, operation of elevators, water supply and air-conditioning for _____ to _____ hours (10 hours), for an initial period of Three (03) years, commencing from DATE and ending on DATE both dates inclusive at a monthly rent of Rs. _____/- (Rupees _____ Only) at the rate of Rs. _____/ Sq. Ft. (Rupees _____ per Sq. Ft.)
2. The Tenant shall pay the Six months' rent in advance a sum of Rs. _____/- (Rupees: _____ Only) and a Security Deposit amounting Rs. _____/- (Rupees: _____ Only) as soon as the Lease Agreement is fully executed. The Tenant hereby further agrees to pay the rent in advance on six monthly bases within Fifteen (15) days of receiving the invoice generated by the Owner.

3. Every year starting from DATE, the Tenant hereby agrees to pay the Owner the monthly rent at an increase of 10% of monthly rent payable. The outstanding rent, if any, shall be paid by the Tenant accordingly.
4. The Tenant is allowed to use the Premises strictly for his business only and any violation in this regard will lead to termination of agreement and vacation of premises immediately without the refund of security.
5. The Owner does not give the Tenant any estate, right or interest in the Premises and is personal to the Tenant and the Tenant shall not transfer the benefits of this Agreement or sub-let the premises to any other person. However, the Owner shall provide the following facilities to the Tenant:
 - a. The agreed rent includes Air Conditioning and other maintenance charges for normal office working hours i.e. 10 hours between TIME and TIME. The Owner will provide to the Tenant a parking space for 03 cars in the car parking free of charge. The Tenant shall have to pay extra charges if the services for air-conditioning, janitorial, generators, lifts and sui gas etc. are required on Sundays and holidays or beyond the normal working hours.
 - b. A regular three phase metered electric power for the premises and emergency power supply during normal working hours from standby generators, will be made available in the event of non-availability of power from WAPDA. All electricity charges billed by WAPDA as well as standby generator expenses in respect of the Premises shall be payable by the Tenant.
 - c. The additional utility services shall only be provided by the Owner to the Tenant upon receiving a formal request.
6. The Tenant shall not construct any permanent structure on the said premises. Notwithstanding any provision contrary to this Agreement, any fixtures, fittings, installations etc. installed by the Tenant shall remain the Tenant's property and the Tenant shall have the right to remove the same at any time. Upon termination or expiration of Lease Term, Tenant shall vacate and transfer the premises to Owner free and clear of persona effects in as the condition as is at the time of this Agreement considering normal wear and tear.
7. The Owner shall pay, bear and discharge, diligently and promptly, all current and future taxes, levies and other impositions charged with respect to the Premises.

Whereas, the Tenant shall pay all taxes and rents levied on his Business as per the law.

8. The Tenant shall have the right to put up its sign boards, name plates, logo, emblems etc. of prescribed dimensions, with prior approval of the Owner, at designated and pre-approved place of the Premises of BUILDING.
9. The Tenant shall, within forty-eight (48) hours of receiving a written/verbal request by the Owner for the purpose of inspection of the Premises, accommodate such a visit, provided such visit does not affect or interrupt the smooth running of the Business.
10. The Tenant is required to get comprehensive insurance of the leased Premises and the contents under this agreement and provide a copy of the Insurance Policy to the Owner within twenty (20) days of the execution of this Agreement.
11. Take prompt and reasonable action for resolution of each complaint – including complaints received from the Owner related to its services or personnel under intimation to the Owner.
12. The Tenant hereby covenants as follows:
 - a. To pay the amount equivalent of Six (6) months' rent as advance and six months rent as security deposit.
 - b. Not sub-let, sell, dispose of, transfer by way of mortgage, or assign the whole or any part of his right and interest in the Premises.
 - c. To use the Premises in such manner that the same is not damaged, destroyed or negatively affected in any manner whatsoever, and ensure that the premises remain in good condition, save for normal wear and tear.
 - d. Not to cause any nuisance or disturbance to other persons working /present in the Premises or occupants of the adjoining premises.
 - e. To pay all charges at prevailing rate in respect of electricity, telephone, gas and water or any other service availed by the Tenant in the Premises during the period of this Agreement, and provide copy of paid utility bills to the Owner on monthly basis.

- f. Not to make any alteration, addition or destruction in the structure of the Premises, and/or carry out a work of permanent character therein. However, Tenant is entitled to make certain customizations of the Premises as reasonably required by the Tenant, and as approved by the Owner in advance.
- g. The Tenant shall make reasonable efforts not to harm the legitimate interests of the Owner. Any harm to interests would be considered a potential claim for damages, the cost of reasonable remedial measures as approved by the Owner and supported by 3rd party quotation for remedial works.

13. The Parties hereby agree that:

- i. On the expiry of the term of this Agreement, or its earlier revocation by the Owner, the Tenant shall as promptly as reasonably possible leave the Premises along with any equipment and a person that he has placed/posted in the Premises.
- ii. The Tenant shall request for renewal of the Agreement to the Owner in writing at least Ninety Days (90) before the expiry of this Agreement, if agreed by both the parties, the Agreement may be renewed for another period of three years (03).
- iii. At any time during the period of this Agreement or any extension thereof, the parties may terminate this Agreement, by giving ninety (90) days written notice of such termination.
- iv. The Owner may with mutual consent of the tenant, at any time, by written notice served on the Tenant, alter and amend this contract.
- v. Notwithstanding anything to the contrary contained in this Agreement, the Owner may, after the first Three (3) years and ten months have elapsed, or if Tenant at any time commits a material breach of this Agreement which goes remedied before expiry of the ninety (90) days written notice period, revoke this Agreement by giving ninety (90) days written notice to the Tenant, and on the expiry of the notice period, this Agreement shall stand terminated provided that in case of a major breach of any part of this Agreement by the Tenant, where such breach is not capable of remedy, the Owner may revoke this Agreement on immediate basis. This clause shall be deemed to be sufficient advance notice of revocation in the case of such breach.
- vi. Security deposit, as mentioned in clause 2 above, will be refunded to the Tenant by the Owner with in sixty (60) days after expiry/termination of the lease agreement and vacation of premises after adjustment/deduction of dues payable by the Tenant.

- vii. If the Tenant fails / delays in performance of any of the obligations, under the Contract / violates any of the payment terms of the Contract, the Owner will have the exclusive right to charge at the rate of 2% per week of defaulted amount on account of rent and any other charges in consequence of the failure. In case of default by Tenant, the Owner has the right to disconnect the services being provided to the Tenant under this contract such as disconnection of utilities, access control cards, RFID cards etc.
- viii. The Agreement will be governed and interpreted by and according to the laws of Pakistan. Any disputes or differences arising out of or relating to the interpretation or effect of any term of Agreement, and/or breach of any term of the Agreement shall, unless amicably settled, be referred to the arbitration of two (2) arbitrators, one to be appointed by each party. In the event of either party failing to nominate an arbitrator within seven (7) days from being called upon by the other party through a written notice served by registered AD at the address of the respective parties, the other party may appoint the second arbitrator, and the decision given by the arbitrators shall be final and binding on the Parties. In case of disagreement between the arbitrators, the matter shall be referred to Managing Director PMA whose decision shall be final and binding on the Parties. The venue of arbitration shall be at Lahore.
- ix. The Courts of competent jurisdiction in Lahore shall have exclusive jurisdiction to entertain any dispute or difference arising out of or relating to arbitration under the Agreement which under the law cannot be adjudged upon by the arbitrators.
- x. If intended for the Owner, the notice shall be addressed to:
- Secretary, PMA
- Building
- Address:
- Lahore
- ix. If intended for the Tenant, the notice shall be addressed to:
- M/S _____
- Address:
- Lahore

14. All expense in respect of the execution and registration of this Agreement shall be borne by the Tenant.

15. The Schedule attached hereto is an integral part of this Agreement

IN WITNESS WHEREOF, the Parties have put their signatures on this Agreement on the day, month and year mentioned above.

Signature:_____

Signature:_____

(Mr._____)

(Mr._____)

Secretary, PMA

Director

CNIC No:

CNIC No:

Witnesses:

Signature:_____

Signature:_____

(Mr._____)

(Mr._____)

CNIC No:

CNIC No: