

BIDDING DOCUMENT

Lease, Management & Operations of Lahore Global Village (LGV)



**PUNJAB CENTRAL BUSINESS DISTRICT
DEVELOPMENT AUTHORITY**

December, 2023

SECTION 1: INVITATION TO BID

Tender Notice Ref. No: PCBDDA/PRO/TENDER/2023/14

BIDDING DOCUMENTS FOR THE LEASE, MANAGEMENT & OPERATIONS OF LAHORE GLOBAL VILLAGE.

Sealed Bids for the provision of Leasing Services are invited from Bidders i.e. firms / companies, JV's registered with relevant Tax Departments/ Authorities. The Bids shall be received as per **Single Stage Two Envelope Bidding Procedure.**

Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs. 10,000/- in the form of order / Demand Draft in favor of **Punjab Central Business District Development Authority.** The Bidding Document will only be provided to the prospective bidder upon submission of the fees as per the prescribed instrument.

Sr. No.	Description of services	Bid Security
1.	Lease, Management & Operations of Lahore Global Village	PKR 500,000/-

Bids must be delivered to the addressee below on or before **January 15, 2023, at 1100 Hours.** All Bids must be accompanied by a Bid Security as mentioned in above table in the form of Bank Guarantee / Pay Order. Late Bids shall be rejected. The Bids will be opened on the same day at **1200 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Punjab Central Business District Development Authority at the address given below.

Bidding Documents are immediately available after date of publication. Punjab Central Business District Development Authority will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can also be downloaded from websites of Punjab Central Business District Development Authority <http://cbdpunjab.gov.pk> and PPRA.

DIRECTOR PROCUREMENT
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore
Contact No. 042-99058100, Email: procurement@cbdpunjab.gov.pk

SECTION 2: INSTRUCTIONS TO BIDDERS

(Including Data Sheet)

INSTRUCTION TO BIDDERS

TERMS AND CONDITIONS OF CONTRACT FOR LEASING OF LAHORE GLOBAL VILLAGE (LGV) SITUATED IN JOHAR TOWN, LAHORE.

1. The period of contract will be for ten (10) years with effect from the date of signing of the official contract.
2. As per Regulation 39(2)(a) of PCBDDA Procurement Regulations (Amended), 2021, Single Stage – Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:
 - the bid shall be a single package consisting of two separate sealed envelopes, containing separately the financial and the technical proposals;
 - the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Lessor;
 - the Lessor shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - during the technical evaluation no amendments in the technical proposal shall be permitted;
 - after the evaluation and approval of the technical proposals, the Lessor shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
 - the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders
3. The Lessee will not be allowed for any kind of encroachment.
4. The Lessee will be responsible for any damage of Government property etc. to the fixtures of Lahore Global Village. The Lessee will manage the premises at the operational level. The Lessee will be responsible to manage the Cleanliness, Maintenance and Electrical Equipment of the Premises.

5. The Lessee will have to pay all applicable tax(s) according to the rules in addition to the payment of contract money.
6. The Base Rent for designated areas is as following:
 - PKR 400/- for Retail Shops
 - PKR 500/- for Kiosks
 - PKR 100/- for Open Kids Area
 - PKR 100/- for Rooftops
7. The Lessee will pay the annual rent within 30 days of the start of each year.
8. The Lessee shall provide a security deposit / performance guarantee to the Lessor in the form of an unconditional, irrevocable bank guarantee issued by an scheduled bank in Pakistan within twenty-one (21) days after issuance of Letter of Acceptance. The Security Deposit shall be equivalent to 10% of the minimum annual rent for the Demised Premises and shall be valid for an initial term of forty (40) months.
Before expiration of forty (40) months, the Lessee shall renew the bank guarantee for a further term of forty (40) months at least two (2) months in advance of its expiry for an amount that is equal to 10% of the total rental payments paid to the Lessor by the Lessee in the preceding year. Before expiration of the second guarantee, the Lessee shall renew the bank guarantee for a further term of forty-two (42) months at least two (2) months in advance of its expiry for an amount that is equal to 10% of the total rental payments paid to the Lessor by the Lessee in the preceding year. The Lessee shall ensure that this bank guarantee provided remains valid at least two (2) months after the expiry of the term of this Agreement.
9. The contract will be cancelled in case of violation of any terms and conditions of the agreement.
10. The Lessee will sign an agreement with Punjab Central Business District Development Authority on stamp paper, as per stamp act 1899, for acceptance of the above terms and conditions, within 15 days after the issuance of Letter of Acceptance / Work Order.
11. The Lessee must not be defaulter of any Government Department. In this connection he must provide affidavit for the purpose.
12. All terms & conditions of Tender Notice advertised in Daily National Newspapers, CBD and PPRA Websites shall be integral part of these Instructions.

SPECIAL INSTRUCTIONS TO BIDDERS -BIDDING DATA

1	<p>Name of the Employer: Punjab Central Business District Development Authority Method of procurement: "Single Stage Two Envelope" as prescribed under PCBDDA Procurement Regulations (Amended), 2021.</p>
2	<p>Name of the Procurement / Services: Leasing of Lahore Global Village (LGV).</p>
3	<p>The Employer's representative is: Punjab Central Business District Development Authority Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, procurement@cbdpunjab.gov.pk, 042-99058100</p>
4	<p>Proposal must remain valid for 90 days after the submission date.</p>
5	<p>Clarifications may be requested not later than 03 days before the submission date. Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, procurement@cbdpunjab.gov.pk, 042-99058100</p>
6	<p>Bid language: English</p>
7	<p>Bidders to quote the Bid Price: in Pak Rupees</p>
8	<p>Tender (Bidding) Documents must be obtained from the Punjab Central Business District Development Authority, Procurement Directorate, PCBDDA not later than the following date and time:</p> <p>On or before January 15, 2023, during office hours till 05:00 pm.</p> <p>The Tender (Bidding) Documents submission address is: Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, Punjab Central Business District Development Authority</p>
9	<p>Tender (Bidding) Documents must be submitted not later than the following date and time:</p> <p>On or before Monday, January 15, 2023, till 11:00 am.</p>

10	<p>Amount of Bid Security: PKR 500,000/- The Bid Security amount shall be deposited by the interested bidder in the form of Bank Guarantee or CDR or Pay Order in favour of “Punjab Central Business District Development Authority”.</p>												
11	<p>Venue, time and date of Technical Bid opening: - Conference Room, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore</p> <p>On Monday, January 15, 2023, at 12:00 pm</p>												
12	<p>Period for furnishing and signing of contract agreement: The successful Bidder shall submit the contract agreement in the form provided in the Tender (Bidding) Documents, within 15 days of the issuing of Letter of Acceptance / Work Order.</p>												
13	<p>Evaluation Criteria:</p> <p><u>Mandatory Criteria:</u></p> <ol style="list-style-type: none"> i. Original Bid Security with the proposal ii. Registered with FBR for National Tax Number (NTN) iii. Registration with Relevant Authorities iv. Bidder must have at least 03 (three) years of existence. The existence shall be calculated from the date of incorporation / registration of the bidder. v. Audit Financial Statements or Income Tax Returns of last three years (FY 2023, 2022 & 2021). vi. Affidavit to the effect that:- <ul style="list-style-type: none"> • Bidder is neither blacklisted from any government department nor is any litigation pending in this regard. • The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. • The provided information is correct. <p><u>Technical Evaluation Criteria:</u></p> <p><u>General Experience</u></p> <table border="1" data-bbox="199 1461 1453 1766"> <thead> <tr> <th data-bbox="199 1461 344 1499"><u>Sr. No.</u></th> <th data-bbox="344 1461 662 1499"><u>Description</u></th> <th data-bbox="662 1461 1284 1499"><u>Criteria</u></th> <th data-bbox="1284 1461 1453 1499"><u>Marks</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="199 1499 344 1667">i</td> <td data-bbox="344 1499 662 1667">Company Existence</td> <td data-bbox="662 1499 1284 1667">Maximum marks for existence of the Company of 8 years or more. Proportionate marks (3 for each year) shall be awarded in case of experience less than 8 years. No marks will be allocated if experience is less than 3 years.</td> <td data-bbox="1284 1499 1453 1667"><u>15</u></td> </tr> <tr> <td data-bbox="199 1667 344 1766">ii</td> <td data-bbox="344 1667 662 1766">Real Estate Experience</td> <td data-bbox="662 1667 1284 1766">03 Marks for Each Client. Supporting Documents to be provided for verification</td> <td data-bbox="1284 1667 1453 1766"><u>30</u></td> </tr> </tbody> </table>	<u>Sr. No.</u>	<u>Description</u>	<u>Criteria</u>	<u>Marks</u>	i	Company Existence	Maximum marks for existence of the Company of 8 years or more. Proportionate marks (3 for each year) shall be awarded in case of experience less than 8 years. No marks will be allocated if experience is less than 3 years.	<u>15</u>	ii	Real Estate Experience	03 Marks for Each Client. Supporting Documents to be provided for verification	<u>30</u>
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iii	Maintenance & Management Experience	03 Marks for Each Client. Supporting Documents to be provided for verification	<u>15</u>
Financial Soundness			
<u>Sr. No.</u>	<u>Description</u>	<u>Criteria</u>	<u>Marks</u>
i	Average Annual Turnover	<p>To be Calculated from Audited Financial Statements or Income Tax Returns</p> <p>The Lessee must have average Annual Turnover of PKR 150 million of last 03 years in order to attain full marks. In case of less than PKR 150 million, proportionate marks will be awarded.</p> <p>To be verified through Audited Financial Statements of Last 03 years i.e., FY 2021, 2022, 2023.</p>	<u>10</u>
Approach & Methodology			
<u>Sr. No.</u>	<u>Description</u>	<u>Criteria</u>	<u>Marks</u>
i	Presentation	<p>Presentation from the firm on the following points (Maximum 20 minutes):</p> <ul style="list-style-type: none"> ▪ Company Experience ▪ Methodology ▪ Work Plan 	<u>30</u>
<p>* The firm not meeting the minimum score of 70% Marks will be disqualified without considering the financial proposal. The Financial Proposal will be returned unopened to the disqualified bidders.</p>			
15	<p>Payment Terms: Refer to the Lease Agreement.</p>		
16	<p>Award Criteria: The Contract will be awarded to the Lessee attaining highest cumulative financial score. The Weightage is assigned as follows:</p> <p>Retail Shops = 80% Kiosks = 10% Open Kids Area = 05% Rooftop = 05%</p>		

The formula for determining the financial scores (Sf) of each category is calculated as following:

$$Sf = \text{Quoted Rate} \times \text{Weightage}$$

The firm with the highest cumulative financial score of all categories will be awarded the Contract.

SECTION 3: FINANCIAL PROPOSAL

Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided herein:-

FIN-1 Financial Proposal Submission Form.

FIN-2 Standard Form – Requirements.

FIN-3 Summary of Costs.

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer our Financial Bid (Price) regarding “**Leasing of Lahore Global Village**” in accordance with your Tender (Bidding Documents). Our attached Financial Proposal is for the sum of -----

-----[Insert amount(s) in words and figures¹]. This amount is exclusive of the applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature of Bidder [In full and initials]: _____

Name and Title of Signatory: _____

Name of Organization / Firm / Company: _____

Address: _____

FORM FIN-2
STANDARD FORM – REQUIREMENTS
Auction for Collection of Parking Stand Fee, Nishtar Park Sports Complex, Lahore

1.	Name of Lessee / Company / Firm:	
2.	Name of Owner / Chief Executive / Managing Partner:	
3.	CNIC No of Owner / Chief Executive: (Also attach a copy of CNIC)	
4.	Registered Address of the Lessee / Company / Firm:	
	Contact Information:	
5.	i. Land Line	-----
	ii. Cell No:	-----
	iii. Fax No:	-----
	iv. Email No:	-----
6.	NTN No / GST No & Punjab Sales Tax No.: (Also attach a copy)	
7.	Authorized Representative / Focal Person: (Attach Authority Letter from Owner / Chief Executive / Managing Partner in favor of nominated Authorized Representative)	
	• Name:	-----
	• Designation:	-----
	• CNIC No (attach copy):	-----

FORM FIN-3 SUMMARY OF COSTS

LEASING OF LAHORE GLOBAL VILLAGE (LGV).

Sr. No.	Description	Total Area	Per Sq. Ft. Rent Offered
1	Leasing of Lahore Global Village (Retail Area)	208,000 Sq. Ft.	
2	Leasing of Kiosk	-	
3	Leasing of Open Kids Area	-	
4	Rooftop	-	

1. The Payment for Rental of Kiosks, Open Kids Area & Rooftops will be charged as per actual occupancy at the time of Annual Payment.
2. The Base Rent for designated areas is as following:
 - PKR 400/- for Retail Shops
 - PKR 500/- for Kiosks
 - PKR 100/- for Open Kids Area
 - PKR 100/- for Rooftops
3. Rates are inclusive of all taxes.
4. Rates are inclusive of all out-of-pocket expenses, management expenses and repair and maintenance charges.
5. The Contract will be awarded to the Lessee attaining highest cumulative financial score. The Weightage is assigned as follows:

Retail Shops = 80%

Kiosks = 10%

Open Kids Area = 5%
Rooftop = 10%

The formula for determining the financial scores (Sf) of each category is calculated as following:

$Sf = \text{Quoted Rate} \times \text{Weightage}$

The firm with the highest cumulative financial score of all categories will be awarded the Contract.

Authorized Signature & Stamp

SECTION 4: CONTRACT AGREEMENT

CONTRACT REGARDING LEASING OF LAHORE GLOBAL VILLAGE

BETWEEN

_____ **NAME OF EMPLOYER**

AND

NAME OF THE LESSEE / FIRM / COMPANY

Regarding

**“LEASE, MANAGEMENT & OPERATIONS OF LAHORE GLOBAL
VILLAGE (LGV)”**

_____ **MONTH**
AND YEAR

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made at Lahore on this [•] day of [•] 2023 (“Effective Date”)

BY AND BETWEEN

Punjab Central Business District Development Authority (PCBDDA), having its registered office at [•] represented by its authorized signatory hereinafter referred to as the “**Lessor**” (which expression shall unless repugnant to the context or meaning thereof mean and include his successors-in-interest and title, permitted assigns or anyone claiming through or under him) of the **ONE PART**;

AND

[•] having its registered office at [•] hereinafter termed as the “**Lessee**” (which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors-in-interest and title, permitted assigns or anyone claiming through or under them) of the **OTHER PART**;

Lessor and Lessee are hereinafter jointly referred to as the “**Parties**” and individually as “**Party**”.

WHEREAS the Lessor has been given leasehold rights by the Lahore Development Authority (“**LDA**”) through Master Lease Agreement dated [•] in respect of the Lahore Global Village measuring 130 kanals with a covered area of 208,752.63 Sq. Ft. situated at Plot 69, Civic Centre Block D 2 Phase 1 Johar Town, Lahore, Punjab 54600, as fully described in Schedule A, (“**Demised Premises**”) with the power to sub-lease.

WHEREAS the Lessor has advertised the Demised Premises and invited interested bidders to participate in the bidding for the grant of its leasehold rights in respect of the Demised Premises.

WHEREAS the Lessee was selected as the highest bidder in the above-mentioned bidding process and was issued a Letter of Acceptance vide letter No. [•] dated [•].

WHEREAS the Lessee is desirous of taking on the sub-lease of the Demised Premises as a whole for the purpose of developing a vibrant public space by further sub-letting different units, kiosks, open areas to the general public and the Lessor hereby agrees to give on lease its rights in the Demised Premises to the Lessee on the terms and conditions agreed upon in this Agreement.

NOWHEREFORE, the Lessor and Lessee, in consideration of the rights, privileges, obligations, and agreements contained in this Agreement agree as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. LEASE TERM AND POSSESSION

- A. In consideration of the covenants contained in this Agreement, the Lessor does hereby demise and lease unto the Lessee, and the Lessee does hereby lease from the Lessor, the Demised Premises, together with any and all improvements situated thereon, and all rights, easements, appendages and privileges pertaining thereto, if any.
- B. The Term of this Lease shall be for an initial period of ten (10) years commencing from the signing date of the Agreement (the “**Term**”) to [•] (both days inclusive) which may be extended subject to such terms and conditions as agreed between the parties.
- C. The Lessee, in performing its obligations hereunder, shall have the right to hold, use, occupy and peaceably enjoy the Demised Premises without any interruption from the Lessor and shall be given possession from the Effective Date of this Agreement.
- D. Both Parties agree not to terminate the lease during the Term other than as may be specifically provided for in this Agreement.

2. RENT

- A. In consideration for the grant of the Lessor’s leasehold rights in the Demised Premises to the Lessee, the Lessee agrees and undertakes to pay rent to the Lessor in accordance with the terms of this Agreement.
- B. The Lessee’s obligation to pay rent shall consist of the following heads:
 - (i) A rent of Rs. _____ per square feet to be calculated on the actual occupancy of unit(s) forming part of the Rooftops as shown in the Lay-Out Plans in Schedule B (“**Rooftop Rent**”);
 - (ii) A rent of Rs. _____ per square feet to be calculated on the actual occupancy, or on seventy-five (75%), of the total covered area of [•] sq ft forming part of the Retail Shops as shown in the Lay-Out Plans in Schedule B, whichever is higher (“**Retail Shops Rent**”);
 - (iii) A rent of Rs. _____ per square feet to be calculated on the actual occupancy of unit(s) forming part of the Kiosks as shown in the Lay-Out Plans in Schedule B (“**Kiosk Rent**”),
 - (iv) A rent of Rs. _____ per square feet to be calculated on the actual occupancy of square footage forming part of the Open Area as shown in the Lay-Out Plans in Schedule B that can potentially be licensed or sub-leased (“**Open Area Rent**”).

Notwithstanding anything contained in sub-clause (ii) above, if:

- (i) the actual occupancy of the Retail Shops in the first year of this Agreement is equal to or below twenty-five percent (25%) of the total covered area of [•] sq ft, then the minimum rent for the Retail Shops Rent shall be calculated at twenty-five percent (25%) for the first year;
- (ii) the actual occupancy of the Retail Shops in the second year of this Agreement is equal to or below fifty percent (50%) of the total covered area of [•] sq ft, then the minimum rent for the Retail Shops Rent shall be calculated at fifty percent (50%) for the second year.

- C. The payment cycle for the Lessee's rent obligations under this Agreement shall be on a quarterly basis and payments for each quarter shall be made in advance by the Lessee in accordance with this sub-clause:
- (i) Within seven (7) days of the start of each quarter, the Lessor shall raise an invoice in favour of the Lessee containing (a) an amount representing the minimum advance rent payable for the forthcoming quarter, and (b) an amount representing the difference between the advance rent paid in the previous quarter and the rent actually due and payable for the quarter in accordance with the actual occupancy.
 - (ii) Within seven (7) days of the receipt of invoice, the Lessee shall make payment of its rent obligations to the Lessor in accordance with this Agreement.

If the commencement date of the rent commences on a day other than the first day of a calendar month, the first and last rent payments, if applicable, shall be prorated on a daily basis based on the number of days in such month and be paid in the billing quarter accordingly.

- D. For avoidance of doubt, it is clarified that any increase in the Lessee's rent obligations due to a change in the occupancy rate in a given quarter shall be accounted for, and paid, at the end of that quarter along with the advance payment of the next quarter.
- E. The Lessee's rent obligations will be exclusive of all applicable taxes, whether present or future.
- F. The rent shall be paid in the designated bank account owned by Punjab Central Business Development District (PCBDDA) or in such other account as intimated in writing by the Lessor.
- G. In the event of any delay in the payment of rent within 7 days of the due date as set out in this Agreement, the Lessee shall be liable to pay a late payment surcharge to be calculated at [KIBOR + 2% per annum] of the outstanding amount for each day of delay from the due date until the date of payment.
- H. In case of circumstances beyond the control of the Lessee to deposit the rent under this Agreement, the Lessor may, at its sole discretion, extend the date for deposit of the rent for such period as it deems fit, with or without the imposition of late payment surcharge.
- I. Notwithstanding any other provision in this Agreement, the Lessor reserves the right to adjust and set-off any payments that are due and payable against any amounts owed by the Lessee to the Lessor under this Agreement, or by the Lessee to any third-party for costs, expenses, taxes that constitute a charge on the Demised Property.
- J. The Lessor shall have the right to appoint a reputable accounting firm to conduct an audit of the books of the Lessee to verify the reliability and accuracy of the data of actual occupancy shared by the Lessee with the Lessor and to ensure that the rental payments paid by the Lessee to the Lessor on account of occupancy is commensurate with the actual occupancy on ground.

3. RENT ESCALATION

- A. Starting from the fourth (4th) year, the per square foot rates mentioned in Clause 2(B) for Rooftop, Kiosks, Retail Shops and Open Area will be subject to an annual increase of 10% which shall be calculated on the preceding year's per square foot rate.

4. GRACE PERIOD

- A. The Lessee shall be granted a grace period of nine (9) months ("**Grace Period**"), starting from the effective date of this Agreement. The obligation to pay rent shall only commence upon the conclusion of the Grace Period.

5. ADVANCE PAYMENT OF RENT

- A. As a condition of this Agreement, the Lessee shall be required to make an advance payment equivalent to three (3) month's rent to the Lessor. This advance payment shall be due and payable after the expiry of the Grace Period.

6. TAXES

- A. The Lessee shall pay, bear, and discharge diligently and promptly all current and future taxes, levies and other impositions charged in respect of the Demised Premises, including (without limitation) property taxes, betterment taxes, ground rent and special assessment.
- B. The Lessee or the sub-lessees shall pay, bear, and discharge diligently and promptly all current and future taxes, levies and other impositions charged in respect of the Demised Premises, including the applicable taxes on rental payments or any improvements erected by the Lessee to the Demised Premises during the Term of this Agreement.

7. SECURITY DEPOSIT/BANK GUARANTEE

- A. The Lessee shall provide a security deposit ("**Security Deposit**") to the Lessor in the form of an unconditional, irrevocable bank guarantee issued by an scheduled bank in Pakistan within twenty-one (21) days after issuance of Letter of Acceptance. The Security Deposit shall be in the form attached as Schedule D to this Agreement.
- B. The Security Deposit shall be equivalent to 10% of the minimum annual rent for the Demised Premises and shall be valid for an initial term of forty (40) months.

Before expiration of forty (40) months, the Lessee shall renew the bank guarantee for a further term of forty (40) months at least two (2) months in advance of its expiry for an amount that is equal to 10% of the total rental payments paid to the Lessor by the Lessee in the preceding year.

Before expiration of the second guarantee, the Lessee shall renew the bank guarantee for a further term of forty-two (42) months at least two (2) months in advance of its expiry for an amount that is equal to 10% of the total rental payments paid to the Lessor by the Lessee in the preceding year. The Lessee shall ensure that this bank guarantee provided remains valid at least two (2) months after the expiry of the term of this Agreement.

- C. In the event of any breach or default by the Lessee under the terms of this Agreement, the Lessor reserves the right to encash the bank guarantee, in whole or in part, and without any notice to recover any outstanding rent, late payment surcharge, damages, or costs incurred due to the Lessee's default.
- D. After any such deduction made by the Lessor, the Lessee shall immediately restore the Security Deposit to its original amount within [•] days and failure to replenish the Security Deposit within this timeframe shall be regarded as a material breach of this Agreement.
- E. Upon the completion of the Term and fulfilment of all obligations by the Lessee, the Lessor shall return the Security Deposit to the Lessee within sixty (60) days from the expiration of the Agreement.

8. CONDITION, IMPROVEMENTS, FIT-OUT AND INTERIORS

- A. The Demised Premises shall be leased to the Lessee on an "as-is" condition and any subsequent improvements added onto the Demised Property shall vest in, and be the property of, the Lessor.
- B. Prior to handing over the possession of the Demised Premises, the Parties shall jointly undertake an inspection of the Demised Premises to confirm that the interiors and fit outs have been done in accordance with the Lay-Out Plans as annexed in Schedule B. During this inspection the Parties shall jointly draw up and sign a list of the assets (Asset List) installed in the Demised Premises by the Lessor. This signed Asset List shall be included as Schedule C to this Agreement. These assets shall be available for the Lessee's use in the Demised Premises but shall remain the property of the Lessor and shall be returned to the Lessor on the Lessee vacating the Demised Premises.
- C. The Lessee shall ensure that there is routine maintenance executed for the upkeep and repair of all the assets as listed in the Asset List throughout the Term of this Agreement.

9. SUB-LEASE AND ITS CONDITIONS

- A. The Lessee shall have the right to sub-lease or license the Demised Premises or any of its unit(s) or part(s) at its own discretion and responsibility and under such terms and conditions as it deems fit; provided however, that the terms are not in contravention of any of the terms and conditions contained in this Agreement.
- B. The Lessee shall at all times keep the Lessor informed in writing about any sub-lease or license that it enters into with any third-party with respect to any unit(s) or part(s) forming part of the Demised Premises. Any such information will be shared with the Lessor no later than seven (7) days from the signing of an agreement.
- C. The Lessee shall sub-lease or license the Demised Premises or any of its unit(s) or part(s) in accordance with the following terms and conditions:
 - i. The Lessee shall not sub-lease any part of the Demised Premises or enter into any agreement with any party beyond the Term of this Agreement.
 - ii. The Lessee shall not encumber or mortgage the rights of the Lessor in the Demised Premises in any manner whatsoever. The Lessee shall not transfer or

assign its rights under the Agreement to any other party and can only manage or sub-lease the Demised Premises or any of its parts under the conditions contained in this Agreement.

10. MAINTENANCE, UTILITY CHARGES, AND SERVICES

- A. All the expenses related to marketing, operations and management, maintenance, common areas management, security, janitorial services of the Demised Premises and any other administrative expenses shall be borne solely by the Lessee.
- B. The Lessee shall have the right to get installed at the Demised Premises all or any of the utility services. All the expenses for installation and usage of utilities shall be borne solely by the Lessee or its sub-lessees, as the case may be.

11. THE LESSEE'S COVENANTS

The Lessee, to the extent that the obligations agreed upon under this Agreement may continue throughout the Term, covenants to the Lessor as follows:

- i. The Lessee shall use the said Demised Premises only as prescribed within this Agreement.
- ii. The Lessee shall abide by and perform all the rules and regulations and by-laws of the Demised Premises set forth by the Lessor and/or any concerned agency including LDA and all applicable laws. The Lessee shall indemnify and keep indemnified the Lessor against all actions, proceedings, suits, claims, demands, losses, damages, costs, charges, and expenses incurred or suffered by them as a reason of any non-observance or non-performance of such rules and regulations by the Lessee.
- iii. The Lessee shall not store or deal in any goods within the Demised Premises which are hazardous in nature and not permissible in law except the UPS, batteries, diesel, and other equipment essential to run business operations.
- iv. Upon expiry of the Term or an early termination under this Agreement, the Lessee shall vacate the Demised Premises and hand over the possession to the Lessor. In the event of unauthorized occupation after expiry of the Term or early termination under this Agreement, the Lessee will be deemed to have waived its right to claim holding over tenancy and the Lessor shall be entitled to the mesne profits for the duration of the unauthorized occupation.
- v. The Lessee shall at its own costs and charges with prior intimation to the Lessor install furniture, fixtures, fittings, electrical installations, equipment, and all other conveniences as the Lessee may think fit for or in connection with the full use, occupation, and enjoyment of the Demised Premises without any structural alterations. Any proposed improvements within the Demised Premises shall be given in writing to the Lessor in advance and after receiving consent of the same, the Lessee shall start the required works. Upon termination of this Agreement, the Lessee shall be entitled to remove all fixtures, fittings, machinery and other such installations that

do not form part of the structure of the Demised Premises and that are not permanently fastened or attached to the earth.

- vi. The Lessee shall use the Demised Premises in a reasonable and prudent manner (subject to normal wear and tear), and any damage done to the Demised Premises other than those caused by normal wear and tear and damage by fire, flood, earthquake or other Act of God, or riots, civil commotion, or any cause beyond the reasonable control of the Lessee shall be dealt with in accordance with Clause 19.
- vii. The Lessor or their duly authorised representative shall have the power to enter the Demised Premises at reasonable hours for the purpose of inspection and/or carrying out any required repairs in the Demised Premises.
- viii. The Lessee shall use the Demised Premises with due care and caution and keep the same in good and tenable condition (reasonable wear and tear is an exception).
- ix. All day-to-day repairs/maintenance, such as replacement fused bulbs, leakage of taps, replacement of glass panes, conduits, electrical connections etc. shall be undertaken by the Lessee at its own cost.
- x. The Lessee acknowledges and agrees that, during the Term of this Agreement, they shall not assign, transfer, create, or otherwise grant a mortgage or any other encumbrance upon the Demised Premises to any third party without the written consent of the Lessor.
- xi. The Lessee shall carry on its activities in accordance with the applicable law of Pakistan and will not carry out any illegal activities in the Demised Premises.
- xii. The Lessee shall be entitled to store all its goods, belongings, chattels, articles, (except inflammable articles or any other articles which are hazardous in nature and likely to cause damage to the building), in the Demised Premises.
- xiii. The Lessee shall indemnify, keep indemnified, defend, and hold the Lessor harmless from and against any and all direct and actual claims, losses, damages arising out of or relating to any misrepresentation or breach of representation or warranty made by the Lessee under this Agreement.
- xiv. The Lessee represents and warrants that it has read and is fully aware of the leasehold rights granted by LDA in favor of the Lessee in respect of the Demised Premises.

12. THE LESSOR'S COVENANTS

The Lessor to the extent that these obligations agreed upon under this Agreement may continue throughout the Term, hereby covenants with the Lessee as follows:

- i. The Lessor represents and warrants that the Lessee shall have the right to manage or sub-lease the Demised Premises or any of its unit(s) or part(s) at its own discretion and responsibility subject to the terms of this Agreement.

- ii. The Lessor represents and warrants that, on the Lessee paying the rent hereby reserved and performing and observing its obligations hereunder, the Lessee shall be entitled to hold and enjoy the Demised Premises during the Term without any eviction, disturbance or interruption by the Lessor howsoever peaceably and quietly.
- iii. The Lessor represents and warrants that all necessary approvals, permissions registrations etc. required for the occupation of the Demised Premises have been duly obtained and that the entire Demised Premises has been constructed strictly in accordance with the planning permit and approved building plans for the same and that it has obtained / applied for the necessary permissions / certificates under applicable laws to occupy and use it for commercial purposes and that the Lessor is not aware of any restraint, obstruction or legal impediment to the use and/or occupation of the Demised Premises for the purposes for which it has been leased.
- iv. The Lessor represents and warrants to sign, without undue delay, on such applications, no-objection certificates or any documents prescribed by any statute / government authority as may be required by the Lessee to obtain necessary statutory / governmental licenses, permissions etc. to carry out its business operations from within the Demised Premises.
- v. The Lessee shall be responsible for carrying out, at its cost, all structural repairs (including any leakages and seepages) to the Demised Premises as may be required. In the event the Lessee fails to carry out any such repairs as may be required, within 30 days the Lessor may carry out such repairs. The Lessor on carrying out such repairs shall be entitled adjustment from the Security Deposit as per Clause 7 of the Agreement.
- vi. The Lessor hereby represents that it is entitled to use and permit the use of all the common amenities, facilities and utilities within the Demised Premises as contemplated herein.

13. INSURANCE

During the Term, the Lessee shall obtain and maintain comprehensive general liability insurance, property insurance, and any other necessary insurance policies against loss or damage caused by fire, theft, vandalism, water damage, and any other perils that may reasonably be anticipated.

Such insurance policies shall be in full force and effect at all times and shall cover the entire Demised Premises and any equipment, fixtures, improvements, and any other assets located within the Demised Premises.

Lessee shall provide Lessor with proof of insurance upon request and prior to taking possession of the Demised Premises.

14. WAIVER OF SUBROGATION

Both parties mutually agree to waive any right of subrogation against each other for any loss, damage, or liability covered by their respective insurance policies, arising from or related to the Demised Premises. This waiver encompasses any claims, actions, or causes of action that might otherwise entitle one party's insurer to seek recovery or pursue subrogation against the other party. This waiver extends to the fullest extent permitted by applicable laws. This waiver of subrogation shall endure for Term and any extensions thereof.

15. REGISTRATION OF LEASE

The stamp duty and registration charges of the Agreement as applicable shall be borne by the Lessee.

The Lessor shall provide required assistance in the registration process.

16. RENEWAL

The Term of the Demised Premises may only be renewed with the mutual consent of both Parties.

17. FORCE MAJEURE

- A. If performance of this Agreement is prevented, restricted or interfered with by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, epidemic, quarantine, acts of government (including state or local government) acting in their sovereign capacity, labour difficulties (including strikes, slowdowns, picketing or boycotts), or any other circumstances beyond the reasonable control of a Party and not involving any fault, misconduct or negligence of the Party affected ("**Event of Force Majeure**"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Event of Force Majeure provided, however, that the Party so affected shall use its best reasonable efforts to avoid or remove such causes of non-performance and both Parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or avoided, or such causes otherwise cease.
- B. In the Event of Force Majeure, the Lessee shall continue to fulfil its rent obligations without exception or delay. Event of Force Majeure shall not serve as grounds for rent payment suspension or reduction, and the Lessee acknowledges that the Lessor's obligations under this Agreement may be subject to the force majeure clause while the Lessee's rent payment obligation remains unaffected.

18. TERMINATION

- A. Neither Party shall terminate the Agreement during the Term other than for the following reasons:

- i. For breach of material term of this Agreement by the other Party, in which the breach is either not capable of remedy or is not remedied within [•] days of written notice calling upon the Party in breach of to remedy the breach.
 - ii. On the occurrence of an Event of Force Majeure (as defined in Clause 19) that prevents the use of the Demised Premises for the purposes for which the Demised Premises has been leased for a continuous period of 90 days.
- B. The Parties agree not to terminate the Agreement during the Term other than as specifically agreed in this Agreement.
- C. The Lessee shall pay rent during the termination notice period in advance or may for any renewed Lease period, if any, at its option and advise the Lessor to adjust the same from the Security Deposit refundable to the Lessee on termination of the Agreement.
- D. In the event the Lessee terminates the Agreement during the Term other than as provided in Clause 18, the Lessee shall be liable to pay the Lessor the residual rent for the unexpired period of the Term. The Lessee may advise the Lessor to adjust any such amounts due from the Security Deposit.
- E. At least ten (10) days prior to the Lessee vacating the Demised Premises, the Parties shall undertake a joint inspection of the Demised Premises to identify any damage caused to the Demised Premises by the Lessee which has not been repaired by the Lessee. In the event any such damage is noticed during the said inspection, prior to the Lessee vacating the Demised Premises, the Lessee shall, at its option, either arrange to repair the same (at its own cost) or else the Parties may agree on the cost for repairing the said damage and the Lessor shall be entitled to adjust the amount so agreed from the Security Deposit. In the event the Parties are unable to agree on the existence of any such damage or the costs for repairing the same, the Parties shall jointly appoint a third party to assess the issues in dispute between them. The Parties shall use their best endeavour to get the decision from the third party prior to the Lessee vacating the Demised Premises and which decision shall be final and binding on both Parties. The charges for engagement of this third party shall be shared equally between the Parties.

19. SCOPE OF AGREEMENT

- A. This Agreement constitutes the entire understanding of the Parties. Oral discussions and representations made during the negotiation of this Lease shall not be construed to be terms of this Agreement. Any changes, variation, or modification of the terms of this Agreement shall not be valid unless made in writing and signed by both Parties hereto.
- B. Nothing herein contained shall be construed to allow the Lessee to undertake construction of any structure over the Demised Premises unless a prior written approval has been obtained from the Lessor.

20. SEVERABILITY

If any provision of this Agreement or the application of any such provision to any person or circumstance shall be held invalid, illegal or unenforceable in any respect, by a court of

competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and in its modified form, such provision shall then be enforceable and enforced.

21. NOTICE

Any notice, claim correspondence or other documents relating to this Agreement shall be in writing in the English language and shall be deemed to be duly given or made when delivered by registered post to the Party to which it is to be given or made at the following addresses:

If to Lessor, deliver to:

[•]

If to Lessee, deliver to:

[•]

With a copy to:

[•]

The Parties may change their addresses and numbers for the purpose of giving notice by providing proper notice in accordance with the terms of this Clause. Any notice shall be effective when received by the Party to which it is to be given or by the office of the Party to which it is sent.

22. APPROVALS, LICENSES AND PERMITS

- A. The Lessee undertakes the responsibility of obtaining all necessary licenses, approvals, and permits required for the lawful operation and habitation of the Demised Premises. This obligation encompasses those permits necessary for the property's compliance with local zoning, safety, and occupancy regulations.
- B. The Lessor will collaborate with the Lessee to provide any reasonable assistance or documentation necessary to facilitate the Lessee's applications for approvals, licenses and permits.

23. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of Pakistan.

24. DISPUTE RESOLUTION AND JURISDICTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of Pakistan and the courts in Lahore shall have jurisdiction with respect to all matters and disputes arising out of or relating to this Agreement.

25. INDEMNIFICATION

Lessee shall always observe and perform all the terms and conditions, covenants and provisions as contained in this Agreement and shall not do, omit, or suffer to be done any thing whereby the right of the Lessor to the Demised Premises is violated or forfeited or jeopardized or extinguished and Lessee shall always indemnify and keep the Lessor, its officers, employees, contractors and advisors indemnified against any such loss or damage suffered by Lessor by reason of any act or deed or omission of Lessee.

26. NO AMENDMENT

This Agreement may not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Agreement shall be binding upon the respective successors, legal representatives and permitted assigns of the Parties, provided that no Party shall assign any of its rights or delegate any obligations hereunder without the prior written consent of the other, and any attempted assignment or delegation without consent shall be null and void.

27. WAIVER

The failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of any provision or of the right therefore to enforce any/or each and every provision of the Agreement.

28. MISCELLANEOUS

- A. Subject to the terms and conditions of this Agreement, each of the Parties hereto will use all reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary to fulfil its obligations under this Agreement.
- B. The Parties agree that time is the essence in the performance of each of the Parties obligations under this Agreement.
- C. Each Party represents and warrants to the other that it has all power, authority and approval required to enter into, execute and deliver this Agreement to Lease and to perform fully its obligations hereunder, and that it has duly executed and delivered this Agreement to Lease, which constitutes its valid and binding obligation, enforceable in accordance with the terms hereof.
- D. This Agreement shall be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have set executed this Agreement on the day and year above written.

WITNESSES:

1. -----

2. -----

LESSOR:

[PCBDDA]

By:

Its:

LESSEE:

[•]

1. -----

2. -----

By:

Its:

CNIC No.

SCHEDULE A

(DESCRIPTION AND MAP OF DEMISED PREMISES)

SCHEDULE C

(ASSET LIST)

Shall be provided to the Successful Bidder at the time of Signing of the Contract and handing over assets to the Bidder.

SCHEDULE D

(FORM OF BANK GUARANTEE)

Bank Guarantee

[On stamp paper]

BANK GUARANTEE NO.:
ISSUE DATE:
EXPIRY DATE:
AMOUNT:
CONSUMER NO.:

To:

[PCBDDA]

Guarantee no. ... for the amount up to PKR [...] (in words: ***[amount in words] Pakistan Rupees***)

Bank Guarantee

Dear Sir or Madam,

We have been informed that [***Date***] [***Insert Details of Lessee***] (the “**Lessee**”) and **Punjab Central Business District Development Authority** (the “**Lessor**”) entered into a Lease Agreement regarding the Lease of **Lahore Global Village, Lahore, Pakistan** (the “**Agreement**”).

Under the terms of the Agreement, the Lessee is required to provide the Lessor with an unconditional, on-demand, and irrevocable guarantee upon first demand made by the Lessor.

At the request of the Lessee, we, [***Guarantor***], hereby issue this guarantee and irrevocably and unconditionally undertake to pay, as primary obligor and not merely as surety, an amount up to a maximum of **PKR [...]** (in words: ***[amount in words]***) immediately upon receipt of first written demand by the Lessor in writing, stating that the Lessee has not fulfilled its obligations under the Agreement. The Lessor may make multiple drawings under this guarantee. The Guarantor shall make the payments to such party and/or such bank account as stated in the demand.

The Lessor is not required to first claim payment from, to proceed against or to enforce any claims or security granted by the Lessee or any other person before demand is made hereunder.

This guarantee constitutes an independent obligation of us, [***Guarantor***], to make payment to the Lessor in accordance with the terms hereof regardless of the genuineness, validity, illegality or enforceability of the obligations under the Agreement or any other agreement, security granted or instruments referred to therein, any substitution, release or exchange of any other guarantee or security for any of the obligations of the Lessee, any amendments made to the Agreement or time

or release granted thereunder and irrespective of all objections, exceptions or defences raised by the Lessee or any third party.

Any payment under this guarantee shall be made in immediately available funds, without set-off or counterclaim, and free and clear of any deduction on account of any liability whatsoever including, without limitation, any present or future taxes, duties, charges, fees, or withholdings of any nature whatsoever and by whomsoever imposed.

This guarantee expires when the original of this guarantee document has been returned to us, [*Guarantor*].

The original form of this guarantee document shall be returned to us after settlement of all claims under this guarantee.

This guarantee is governed by and construed in accordance with Pakistani law. The Pakistani courts shall have exclusive jurisdiction with respect to this guarantee.

THIS GUARANTEE IS EXECUTED AND DELIVERED AS A DEED.

Yours sincerely,

[*Guarantor*]

SECTION 5: TERMS OF REFERENCES (TOR's)

1. Project Overview:

1.1 Introduction: The Lessee will be authorized to lease of Lahore Global Village, a Lahore Development Authority Project currently under the Punjab Central Business District Development Authority's jurisdiction.

1.2 Objectives: - Secure the lease for Lahore Global Village from Punjab Central Business District Development Authority. - Optimize occupancy rates over a three-year period. - Manage rental pricing and annual increments effectively.

2. Lease Acquisition: **2.1 Due Diligence:** Conduct thorough due diligence to understand the terms and conditions of the lease from Punjab Central Business District Development Authority.

2.2 Negotiation: Engage in negotiations with the authority to secure favorable lease terms, including pricing structures, charges, and any potential incentives.

2.3 Legal Compliance: Ensure all legal aspects of the lease agreement are thoroughly reviewed and complied with.

3. Marketing Strategy: **3.1 Brand Positioning:** Develop a brand strategy to position Lahore Global Village as an attractive destination for retailers.

3.2 Tenant Acquisition: Implement a targeted marketing campaign to attract potential retailers for subleasing opportunities.

3.3 Occupancy Planning: Strategize and implement occupancy plans to achieve the targeted occupancy rates of 25%, 50%, and 75% in the first, second, and third years, respectively.

4. Rental Management: **4.1 Pricing Structure:** Establish and manage the rental pricing structure,

4.2 Incremental Planning: Develop a transparent plan for annual rental increments of 10% starting from the fourth year onwards.

4.3 Tenant Relations: Maintain positive relationships with tenants, addressing concerns promptly to ensure tenant satisfaction.

4.4 Premises Management: Manage the premises at the operational level. The firm will be responsible to manage the Cleanliness, Maintenance and Electrical Equipment of the Premises.

5. Reporting and Analysis: **5.1 Performance Metrics:** Establish key performance indicators (KPIs) to measure the success of the project, including occupancy rates, revenue generation, and tenant satisfaction.

5.2 Regular Reporting: Provide regular reports to stakeholders outlining the progress, challenges, and financial performance of the Lahore Global Village project.

6. Risk Management: 6.1 **Identification:** Identify potential risks related to market conditions, tenant turnover, or legal issues.

6.2 **Mitigation Strategies:** Develop strategies to mitigate risks and ensure the project's resilience in the face of unforeseen challenges.

7. Sustainability Initiatives: 7.1 **Energy Efficiency:** Explore and implement energy-efficient practices within Lahore Global Village to reduce operational costs and enhance sustainability.

7.2 **Community Engagement:** Develop community engagement initiatives to foster a positive image and attract a diverse range of retailers.

8. Exit Strategy: 8.1 **Evaluation:** Regularly assess market conditions and the performance of the Lahore Global Village project to determine the viability of lease renewal or exit strategies.

8.2 **Transition Planning:** Develop a comprehensive plan for a smooth transition in the event of lease termination or a change in project direction.

This Scope of Work outlines the comprehensive plan for the Successful bidder involvement in the Lahore Global Village project, emphasizing effective lease acquisition, marketing, rental management, and risk mitigation strategies. Regular reporting and performance evaluations will contribute to the project's success and long-term sustainability.