

Request for Proposal (RFP)

**Renting the Café Baldia along with Existing Lawn,
attached rooms and Bakery Shop.**

October 18, 2024

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SECTION-1:
Notice Inviting Tender (NIT)

Notice Inviting Tender (NIT)

Renting the Café Baldia along with Existing lawn, Attached rooms and Bakery shop

Background

Metropolitan Corporation Quetta (**MCQ**), Government of Balochistan, invites Technical and Financial Proposals by Mail or by Hand from the potential Bidder(s) for renting the Café Baldia along with existing lawn, attached rooms and bakery shop, herein after referred as “**Café Baldia**” with total area of approximately 28,000 square feet, located at Shara-e-Iqbal, opposite District Court, Quetta as per the Balochistan Local Councils (Property) Rules, 2019.

Request for Proposal (RFP) shall be available from the office of undersigned and on the Metropolitan Corporation Quetta and Balochistan Public Private Partnership Authority’s official website. *(Please refer Detailed Technical Evaluation Sheet, Sample Agreement & Term and conditions sections for detailed understanding).*

Mandatory Requirements:

1. The Bidder (in case of consortium, each member) must be an entity registered under the applicable laws and must submit incorporation details, including corporate charter and articles of incorporation, if applicable. The Bidder (in case of consortium, each member) must possess valid tax registration certificate (i.e. NTN) from Federal Board of Revenue (FBR).
2. The successful bidder must register with the Balochistan Revenue Authority (BRA) before execution of the contract;
3. Minimum Annual Turnover of **One Million** for the last three years as per Audited Financial Statements or Annual Tax Returns
4. The bidder must have at least **Five Years** proven similar experience in Operations, Management and Maintenance of the Restaurant or Café or Catering Services or Confectionary.
5. Not have been declared ineligible / blacklisted by any government / semi-government agency department / Organization.

Terms & Conditions

The following Terms and conditions should be noted:

- ▶ Pre-Bid Inspection and survey of the premises, all potential bidders are invited on **October 29th , 2024** at 11 a.m. to visit and survey the Café Baldia *(Please see technical specifications and relevant pictures for detailed understanding)* located at Shara-e-Iqbal, opposite District Court, Quetta, before submitting their technical & Financial proposals.
- ▶ Based on above said survey and visit, all bidders are **compulsory** required to submit their detailed plan regarding operations and management of Café Baldia along with existing lawn, attached rooms and bakery shop, which should include besides other technical requirements:
 - a. Detailed plan for use of Café Baldia along with existing lawn, attached rooms and bakery shop.
 - b. Detailed Food and services plan for the customers and visitors.
 - c. Detailed Maintenance Plan of the above said closed and open designated spaces.
 - d. Expected Investment for renovation of the Café’ Baldia necessary for the smooth operations and better environment.

NOTICE INVITING TENDERS (NIT)

- ▶ The initial Renting term should be of **Ten (10) Years** from the date of signing of Renting agreement. However, Renting term may be further extended for another 10 years on mutual consent of both parties and subject to revised rent assessed by District Rent Assessment Committee notified by the Board of Revenue.
- ▶ Bidding documents can be obtained from the office of the Administrator, Metropolitan Corporation Quetta, located at Anscomb road, Balochistan on any working day during Office Hours.

- ▶ Bidders are required to submit their Bids in single Package containing two separate envelopes clearly marked as “Technical Proposal” & “Financial Proposal” by **11:00 AM on November 04, 2024** to the office of the Administrator, Metropolitan Corporation Quetta, Anscomb Road, Quetta. Initially, a Technical Bid will be opened on the same day at 11:30 AM in the presence of the Bid Evaluation Committee and in the presence of the authorized representative of the bidders. Financial Proposal will be retained in the custody of the Metropolitan Corporation Quetta till the finalization of technical evaluation process and will be opened in the presence of Bid evaluation committee and authorized representative of technical successful bidders on specified date to be informed by MCQ.
- ▶ Technical Bid must include Bid Security (Refundable) amounting to **1/4th of the reserve price i.e. PKR600,000**, in shape Deposit at Call or Bank Guarantee issued by a scheduled Bank in Pakistan. Further, BID Validity period should be 90 days after the date of opening of Financial Proposal.
- ▶ Financial Proposal should quote **monthly rental** to be paid to MCQ in consideration of Renting of Café Baldia along with existing lawn, attached rooms and bakery shop, and shall include all relevant tax and duties and any other deduction related thereto as required by relevant authorities. **Any bid quoted below the monthly reserve price i.e. PKR200,000 will be rejected.**
- ▶ The Successful bidder shall pay rent to the MCQ each month in advance by 10th of each month, commencing from the Effective Date and the rate of the monthly rent shall be increased by **10% each year**.
- ▶ A Bidder who met the mandatory requirements will be technically evaluated, based on conditions listed in this document. If the bidder fails to meet 70 passing marks will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned. Technical Marks greater than or equal to 70 marks will be accepted and their financial bids will be opened. (Please see Detailed Technical Evaluation Sheet for detailed Understanding). **The bidder quoted highest financial bid/Monthly Rent will be considered as successful bidder.**
- ▶ The Successful bidder shall deposit **Six Months** (refundable security deposit) in the designated bank account of MCQ at the time of signing of the Renting agreement. With prior approval of the MCQ, the successful bidder shall have the right to make such additions and alterations to the said premises, at their own cost, as may appear to them to be appropriate for more convenience and better services. Moreover, the successful bidder will also be responsible for payment of Utilities bills including Water, electricity, Gas etc. (Please see draft agreement for detailed understanding of the Tenant’s Responsibilities).
- ▶ The successful bidder will also be responsible for all equipment and facilities necessary for the smooth operation and maintenance of Café Baldia which include but not limited to Furniture & Fittings, necessary Kitchen appliances, crockery, Manpower, Generator etc.
- ▶ MCQ reserves the right to cancel this bidding process at any time prior to the award of contract.

Exhibit # 1:
Detailed Technical Evaluation Sheet

Detailed Technical Evaluation Sheet

(For technical qualification, a Bidder must score at least 70 (Seventy) marks or more marks)

Sr.	Criteria	Points	
(i)	Business Established/incorporation (No of Years)	[15]	
(ii)	Financial Soundness	[25]	
(iii)	Specific Experience relating to Restaurant, café & Tuck-shop & Catering Services.	[25]	
(iv)	Methodology and Proposed Plan a. Detailed <u>plan</u> for use of Café Baldia along with existing lawn, attached rooms and bakery shop. b. Detailed Food and services <u>plan</u> for the customers and visitors. c. Detailed <u>Maintenance Plan</u> of the above said closed and open designated spaces. d. Expected Investment for renovation of the Café’ Baldia necessary for the smooth operations and better environment.	[20]	
(v)	Physical Survey of Café Baldia on Specified date	[15]	
	Total	[100]	
Factors to be considered		Marks	Documents to be attached
1. <u>Business Establishment/ Incorporation (No of Years)</u> (1 to 5 Years – 5 marks) (6 to 10 Years – 10 Marks) (More than 10 Years – 15 Marks)		15	a. Incorporation/Establishment Certificate from relevant authorities, if applicable.
2. <u>Financial Capabilities</u> Business Average Annual Turnover for last three years as per Audited Financial Statements or Annual Tax Returns 1 to 5 million – 15 Marks Above 5 million – 25 Marks		25	a. Last three Audited Financial Statements or Business Tax returns.
3. General Experience relating to Operation, Management and Maintenance of Infrastructure Projects or Facility or services (10 Marks) Similar Experience relating to Operation, Management and Maintenance of the Restaurant, Café, Tuck shop, catering services, Bakery (15 Marks)		25	Agreement/Contract/Work award.
4. Methodology and Proposed Plan Detailed <u>plan</u> for use of Café Baldia along with existing lawn, attached rooms and bakery shop – (5 Marks) Detailed Food and services plan for the customers and visitors.		20	a. Giant Chart b. Breakdown of investments c. Detailed report on the

Technical Information and Pictures

(5 Marks) Detailed <u>Maintenance Plan</u> of the above said closed and open designated spaces. (5 Marks) Details about the proposed Investment for renovation of the Café' Baldia necessary for the smooth operations and better environment. (5 Marks)		operations, management and maintenance of the Café Baldia
5. <u>Physical Survey of Café Baldia on Specified date and time</u>	15	a. Record attendance on the date of Survey to be announced by MCQ.
<u>Total – Technical</u>	100	

Financial Proposals

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, [insert name of Bidder], hereby solemnly declare that we have read and understood the complete bidding documents and any obligations (direct or indirect) and unconditionally offer to perform, without any omission, reservation, deviations or conditions and subject to conditions / instructions, issued by the government from time to time, applicable on the MCQ.

Sr. No	Minimum Monthly Reserved Price for Café Baldia (Assessed by District Rent Assessment Committee)	Monthly Rent for Café Baldia (To be Filled by Bidder)
1	PKR200,000 (Two Hundred Thousand Rupees)	
Please note that any bid proposing a monthly rent below PKR 200,000 will be rejected.		

Our attached financial Proposal for **leasing of Café Baldia along with existing lawn, attached rooms and bakery shop** as required, amounting PKR _____ per month, all-inclusive fixed (one-figure) value that includes all relevant taxes and duties.

The bidder shall pay above said rent to the MCQ each month in advance 10th of each month, commencing from the Effective Date and the rate of the monthly rent will be increased by **10% each year**.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Exhibit # 2:

Technical Information and Pictures of Café Baldia















Exhibit -3
Sample – Agreement

RENTING DEED

THIS TENANCY DEED (this **“Deed”**) is made at [•] on this [•] day of Nov, 2024 (the **“Signing Date”**);

BY AND BETWEEN

METROPOLITAN CORPORATION QUETTA, GOVERNMENT OF BALOCHISTAN, through its [•], having its office at [•] (hereinafter referred to as the **“Owner”**, which expression shall, where the context so permits, be deemed to mean and include, its successors in interest and permitted assigns);

AND

MR. [•], son of Mr. [•], holding CNIC No. [•], resident of [•] (hereinafter referred to as the **“Tenant”**, which expression shall, where the context so permits, be deemed to mean and include, his legal heirs, successors in interest, permitted assignees, executors, administrators and legal representatives);

(the MCQ/Owner and the Tenant shall collectively be referred to as the **“Parties”** and individually as the **“Party”**).

WHEREAS:

- A. The MCQ/Owner is the sole and lawful owner of a piece of land measuring approximately 28,000 square feet located at Shara-e-Iqbal, opposite District Court Quetta, along with existing lawns, attached rooms, and the bakery constructed thereon (the **“Property”**), details of which are mentioned under Schedule 1 (*Property Details*).
- B. The MCQ/Owner had advertised the RFP regarding Renting of Café Baldia along with existing laws, attached rooms and Bakery on _____ and post bid evaluation process, the MCQ/Owner has awarded contract to the Tenant on _____.

NOW THEREFORE, in view of the foregoing and in consideration of the mutual benefits to be derived and the representation and warranties, mutual covenants and agreements set forth in this Deed and for other good and valuable consideration, the adequacy of which is hereby acknowledged by the Parties and intending to be legally bound, the Parties have agreed as under:

1. DEFINITIONS & INTERPRETATION

1.1. In this Deed, the following terms shall have the meanings assigned to them hereunder:

“Applicable Laws” means any common or customary law, constitutional law, any statute, regulation, resolution, rules, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or other governmental restriction and any decision of or determination by or interpretation of any of the foregoing (whether or not having the force of law) by any governmental authority, court or the competent authority having jurisdiction over this Deed, the Property, and the Parties (whether at a national, regional, provincial, state or local level) now or hereafter in effect, in each case as amended, re-enacted or replaced;

“Arbitration Act” has the meaning ascribed thereto in Section 8.2.1;

“Confidential Information” has the meaning ascribed thereto in Section 1.4.1;

“Cure Period for Tenant” has the meaning ascribed thereto in Section 7.2.4;

“Cure Period for MCQ/Owner” has the meaning ascribed thereto in Section 7.3.4;

“Day” means a calendar day commencing from 12.00 midnight in the Country and ending twenty-four (24) hours thereafter;

“Deed” has the meaning ascribed thereto in the Preamble;

“Disclosing Party” has the meaning ascribed thereto in Section 1.4.1;

“Earlier Notice to Terminate by Tenant” has the meaning ascribed thereto in Section 3.4.2;

“Earlier Notice to Terminate by MCQ/Owner” has the meaning ascribed thereto in Section 3.4.1;

“Effective Date” means the date of Signing of the Agreement;

“Encumbrances” means any encumbrance such as a mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or other obligations or restrictions and shall also include, without limitation, any designation of loss, payees or beneficiaries, or any similar arrangement under an insurance policy in respect of the Property, or any physical encumbrances or encroachments on the Property;

“Expiry Date” means the date falling **ten (10)** years from the Effective Date;

“Initial Tenancy Deed” has the meaning ascribed thereto in the Recitals;

“Key Performance Indicators” means key performance indicators set out in the Schedule 2;

“Rent” has the meaning ascribed thereto in Section 6.5.1;

“Tenant” has the meaning ascribed thereto in the Preamble;

“Tenant Event of Default” has the meaning ascribed thereto in Section 7.2.1;

“Tenant Representative” has the meaning ascribed thereto in Section 6.4.1;

“MCQ/Owner” has the meaning ascribed thereto in the Preamble;

"MCQ/Owner Event of Default" has the meaning ascribed thereto in Section 7.3.1;

"MCQ/Owner Representative" has the meaning ascribed thereto in Section 5.2.1;

"Material Adverse Effect" means the occurrence of an event which materially and adversely impairs the Tenant's ability to perform his obligations under this Deed;

"Material Breach" means a breach of the obligations, terms and conditions of this Deed or covenants by the Tenant or the MCQ/Owner, having a Material Adverse Effect;

"Notice, Notify, Notification" and its grammatical variations shall mean as notified in writing;

"Notice of Intent to Terminate by Tenant" has the meaning ascribed thereto in Section 7.3.1;

"Notice of Intent to Terminate by MCQ/Owner" has the meaning ascribed thereto in Section 7.2.2;

"Party" or "Parties" has the meaning ascribed thereto in the Preamble;

"Preamble" means the preamble of this Deed

"Property" has the meaning ascribed thereto in the Recitals;

"Receiving Party" has the meaning ascribed thereto in Section 1.4.1;

"Recitals" means the recitals of this Deed

"Schedule(s)" means the schedule(s) of this Deed

"Signing Date" has the meaning ascribed thereto in the Preamble;

"Term" has the meaning ascribed thereto in Section 2.2.1;

"Termination Notice by Tenant" has the meaning ascribed thereto in Section 7.3.6; and

"Termination Notice by MCQ/Owner" has the meaning ascribed thereto in Section 7.2.6.

1.2. **INTERPRETATION**

- 1.2.1. Words importing persons or parties shall include firms and corporations and any organisation having legal capacity.
- 1.2.2. Words importing the singular also include the plural and vice versa where the context requires.
- 1.2.3. Words importing one gender also include other genders.
- 1.2.4. The words "herein", "hereof", "hereto" and "hereunder" and words of similar import when used, with the required linguistic and/or grammatical derivation, in this Deed, refer to this Deed as a whole and not to any particular provision thereof.
- 1.2.5. The words "include", "includes" or "including" shall mean "including, but not limited to" and "include, but not limited to".
- 1.2.6. Reference to any contract or agreement means contract or agreement as amended and/or restated from

time to time.

- 1.2.7. References to the Preamble, Recitals, Sections or Schedules are, unless the context otherwise requires or unless indicated to the contrary, references to the Preamble, Recitals, Sections or Schedules to this Deed.
- 1.2.8. The Preamble, Recitals and Schedules form part of this Deed and will be in full force and effect as though they were expressly set out in the body of this Deed.
- 1.2.9. A reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation or rules or regulations under that legislation or legislative provision.
- 1.2.10. Where a word or phrase is given a defined meaning in this Deed, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning.
- 1.2.11. A reference to any party to this Deed or any other document or arrangement includes that party's executors, administrators, successors, permitted substitutes, permitted transferees and permitted assigns.
- 1.2.12. A reference to any agreement, deed, instrument or document shall be construed as a reference to that agreement, deed, instrument or document (and, where applicable, any of its provisions) as amended, varied, supplemented, novated, restated or replaced from time to time.
- 1.2.13. The headings and sub-headings in this Deed are inserted merely for the convenience of facilitating reference and shall be ignored in the interpretation and construction of any of the provisions contained herein.
- 1.2.14. The Recitals to this Deed shall have effect and be construed as an integral part of this Deed. In the event of any conflict or discrepancy between any of the provisions of this Deed and the Recitals, such conflict or discrepancy shall, for the purposes of the interpretation and enforcement of this Deed, be resolved by giving the provisions contained in the Sections of this Deed priority and precedence over the provisions contained in the Recitals to this Deed.

1.3. **COMMUNICATIONS**

- 1.3.1. Wherever provision is made for the giving or issue of any Notice, instruction, consent, approval, certificate or determination by any person, unless otherwise specified, such communication shall be in writing and shall not be unreasonably withheld or delayed and shall be deemed to have been received and be effective: (i) upon receipt by the Party to which the Notice is given; or (ii) five (5) Days, following the mailing of such Notice, whichever occurs first.
- 1.3.2. Wherever provision is made for a communication to be written, or in writing, this means any hand-written, type-written or printed communication, including electronic mail.
- 1.3.3. All certificates, Notices or written orders to be given to the Tenant by the MCQ/Owner, and all Notices to be given to the MCQ/Owner or the MCQ/Owner's Representative by the Tenant, shall either be delivered by hand against written acknowledgement of receipt or be sent by mail, fax or e-mail.
- 1.3.4. The addresses for the receipt of such communications shall be as follows:

MCQ/OWNER

Attention: [•]

Address: [•]
Fax: [•]
E-mail: [•]

TENANT

Attention: [•]
Address: [•]
Fax: [•]
E-mail: [•]

1.4. CONFIDENTIAL DETAILS

- 1.4.1. All documents and the subject matter contained therein and any information provided by a Party hereunder (the “**Disclosing Party**”) to the other Party hereunder (the “**Receiving Party**”) in connection with the performance of this Deed which is oral or in writing or communicated by any other means and is intimated by the Disclosing Party as being proprietary, secret, or confidential (the “**Confidential Information**”), shall be held confidential by the Receiving Party and shall not be used or disclosed by the Receiving Party for any purposes other than those for which they have been prepared or supplied, unless otherwise permitted with the prior written consent of the Disclosing Party. As a condition to receiving such Confidential Information, the Receiving Party agrees to hold all such Confidential Information confidential and not to use, discuss or disclose such Confidential Information with or to third parties for a period of five (5) calendar years following the date of disclosure by the Disclosing Party, without the prior written consent of the Disclosing Party. For purposes of this Section 1.4 (*Confidential Details*), the entire contents of this Deed shall be the Confidential Information.
- 1.4.2. This Section 1.4 (*Confidential Details*) shall not prevent the Receiving Party from disclosing such Confidential Information of the Disclosing Party pursuant to: (a) a subpoena issued by a court of competent jurisdiction; or (b) other requirements of law or judicial or administrative order; provided, however, that prior to making such a disclosure pursuant to (a) or (b), the Receiving Party will provide the Disclosing Party with the timely advance written Notice of its intent to so disclose, to the extent reasonably practical.
- 1.4.3. The Receiving Party shall have no obligation hereunder with respect to any portion of the Confidential Information received by it from the Disclosing Party that: (a) has been made public, unless such Confidential Information was made public by or with the assistance of the Receiving Party in violation of this Deed; (b) becomes part of the public domain by publication or otherwise, after disclosure to the Receiving Party, unless such Confidential Information was made public by or with assistance of the Receiving Party in violation of this Deed; (c) shall otherwise lawfully become available to the Receiving Party on a non-confidential basis from a Third Party who has not received the Confidential Information directly or indirectly from the Disclosing Party; (d) was or is independently developed by the Receiving Party, and such fact can be proven by reasonable written documentation, and such Confidential Information was not acquired directly or indirectly from the Disclosing Party; or (e) it was already rightfully in the Receiving Party’s possession at the time it was disclosed to the Receiving Party.
- 1.4.4. As far as possible and unless needed for the proper execution of their responsibilities under this Deed, the Parties shall keep confidential the terms of this Deed.

2. TENANCY & TERM

2.1. TENANCY

- 2.1.1. The MCQ/Owner hereby demises unto the Tenant the Property, together with all rights, easements, and privileges appurtenant thereto, to be held and enjoyed by the Tenant for the Term, subject to the terms and conditions contained herein.

2.2. TERM AND EFFECTIVE DATE

- 2.2.1. The provisions herein and the renewal of the Renting of the Property envisioned hereunder shall become effective on the Effective Date and shall remain in full force and effect until the Expiry Date unless renewed by mutual agreement between the Parties or terminated earlier than the Expiry Date in accordance with the provisions of this Deed (the "Term").

3. OBLIGATIONS OF MCQ/OWNER

3.1. GENERAL OBLIGATIONS

3.1.1. The MCQ/Owner shall:

- (a) not hinder or interrupt in the peaceful possession and enjoyment of the Property, subject to Section 6.2.1(d) below.

3.2. MCQ/OWNER REPRESENTATIVE

3.2.1. The MCQ/Owner shall appoint a representative (the “**MCQ/Owner Representative**”), to act on its behalf under this Deed and shall give a written Notice to the Tenant of the name and address of the MCQ/Owner Representative and the authority delegated to him.

3.2.2. The MCQ/Owner shall have the right to change the MCQ/Owner Representative at any time during the Term and shall give a written Notice to the Tenant of the name and address of such MCQ/Owner Representative.

3.2.3. The MCQ/Owner Representative shall carry out the duties specified in this Deed on behalf of the MCQ/Owner, provided, however, the MCQ/Owner Representative shall have no authority to amend this Deed. The MCQ/Owner Representative may exercise the authority specified in or necessarily to be implied from this Deed.

4. OBLIGATIONS OF TENANT

4.1. TENANT REPRESENTATIONS & WARRANTIES

4.1.1. The Tenant hereby represents and warrants to the MCQ/Owner that:

- (a) he has the legal capacity to enter into this Deed;
- (b) this Deed and all obligations contained herein constitute his legal, valid and binding obligations, enforceable against him in accordance with the terms hereof;
- (c) the execution, delivery and performance of this Deed shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which he is a party or by which he or any of his properties or assets are bound or affected;
- (d) there are no actions, suits, proceedings, or investigations pending or, to his knowledge, threatened against him under the Applicable Laws before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a Material Adverse Effect;
- (e) he has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government authority which may result in any Material Adverse Effect on its ability to perform his obligations under this Deed and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its material obligations under this Deed; and
- (f) he has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil liabilities which in the aggregate have or may have a Material Adverse Effect.

4.1.2. In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately Notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Deed.

4.2. GENERAL UNDERTAKINGS

4.2.1. The Tenant hereby covenants to the MCQ/Owner that:

- (a) the Tenant shall only use and utilize the Property for the purpose to operate a cafe solely for the purpose of providing refreshments, food and fostering a welcoming environment for public, visitors, and the employees.
- (b) The tenant shall invest the amount as proposed in the Technical Proposal for the necessary renovation, smooth operations and better environment.
- (c) the Tenant shall timely pay all utility charges of the Property and deliver to the MCQ/Owner originals of the bills paid in respect of any charges as and when required by the MCQ/Owner;
- (d) the Tenant shall take care of the maintenance of the Property;

- (e) permit the MCQ/Owner or their duly authorized representatives to enter the Property and examine its state and condition and for the purposes of determining the fulfilment of the Key Performance Indicators;
- (f) the Tenant shall not sub-let, assign, transfer or sell the Property or any part thereof for any purpose and under any circumstances whatsoever;
- (g) the Tenant shall not carry out any illegal or unauthorized activities on the Property; or
- (h) With prior approval of the MCQ/Owner, the Tenant shall have the right to make such additions and alterations in the said premises, at their own cost, as may appear to them to be appropriate for more convenience and better services
- (i) the Tenant shall be responsible for the registration of this Deed with the relevant government authorities at his own cost and expense;
- (j) if the Property or any part thereof shall be destroyed or rendered un-habitable or unfit for use due to fire, tempest use due to not taking of any precautionary measure from the Tenant or not performing any act or deed which was under the control of the Tenant to perform to prevent such destruction or harm to the Property, the Tenant shall get the same repaired at his own sole cost and expense immediately and bring the Property in the same condition and state;
- (k) the Tenant shall be responsible for paying all the taxes in relation to the Property and activities or businesses conducted by the Tenant thereon;
- (l) the Tenant shall not create any Encumbrance on the Property.

4.3. **GENERAL OBLIGATIONS**

4.3.1. The Tenant shall:

- (m) pay the Monthly Rent to the MCQ/Owner in accordance with the terms and conditions of this Deed; and
- (n) meet and fulfil the Key Performance Indicators in accordance with the terms and conditions of this Deed.

4.4. **TENANT REPRESENTATIVE**

- 4.4.1. The Tenant shall appoint a representative (the **"Tenant Representative"**), to act on its behalf under this Deed and shall give a written Notice to the MCQ/Owner of the name and address of the Tenant Representative and the authority delegated to him.
- 4.4.2. The Tenant shall have the right to change the Tenant Representative at any time during the Term and shall give a written Notice to the MCQ/Owner of the name and address of such Tenant Representative.
- 4.4.3. The Tenant Representative shall carry out the duties specified in this Deed on behalf of the Tenant, provided, however, the Tenant Representative shall have no authority to amend this Deed. The Tenant Representative may exercise the authority specified in or necessarily to be implied from this Deed.

4.5. **TENANCY TERM & RENT**

- 4.5.1. The MCQ/Owner have agreed to Renting out to the Tenant the Café Baldia, including the existing lawns and the bakery, for the period of **10 years**, commencing from the effective date and extendable for further ten years on such terms and conditions as mutually agreed between them and subject to revised rent assessed by District Rent Assessment Committee.
- 4.5.2. The Tenant shall pay rent of PKR [●] (the “**Monthly Rent**”) to the MCQ/Owner each month in advance, commencing from the Effective Date and the rate of the monthly rent will be increased by **10% each year**.
- 4.5.3. The monthly Rent shall be paid by the Tenant to the MCQ/Owner on or before the 10th calendar day of each month during the entire Term. The mode of payment of the monthly Rent shall be decided by the MCQ/Owner and intimated to the Tenant.
- 4.5.4. In the event the Tenant fails to pay consecutively **Three** months’ Rent to the MCQ/Owner in accordance with this Deed, it shall be considered a Tenant Event of Default and the MCQ/Owner shall be entitled to terminate this Deed in accordance with Section *Expiry & Termination*.

4.6. **KEY PERFORMANCE INDICATORS**

- 4.6.1. The Tenant shall be responsible for meeting and fulfilling the Key Performance Indicators stipulated under Schedule 2 (*Key Performance Indicators*).
- 4.6.2. Upon achieving the Effective Date, the Tenant shall immediately commence fulfilling the Key Performance Indicators, which shall be reviewed and approved by the MCQ on a quarterly basis. At the end of each quarter, the MCQ shall issue a letter to the Tenant, with a copy to the MCQ/Owner, either confirming and approving the fulfilment of the Key Performance Indicators for the relevant quarter or disapproving the same.
- 4.6.3. In the event, the Tenant fails to fulfil the Key Performance Indicators for three (3) consecutive quarters, it shall be considered a Tenant Event of Default and the MCQ/Owner shall be entitled to terminate this Deed in accordance with *Expiry & Termination*.

5. EXPIRY & TERMINATION

5.1. EXPIRY OF TERM

- 5.1.1. [90] Days prior to the expiry of the Term, the Parties may mutually agree to renew the Term on such terms and conditions as mutually agreed between them, provided, that the Tenant has consistently fulfilled the Key Performance Indicators throughout the Term.
- 5.1.2. In the event the Parties do not renew the Term as stipulated, the Tenant shall hand over peaceful vacant possession of the Property to the MCQ/Owner immediately upon the expiry of the Term.

5.2. DEFAULT OF TENANT

5.2.1. The following events shall be an event of default of the Tenant under this Deed (the "Tenant Event of Default"):

- (a) the Tenant fails to pay three consecutive monthly rentals to the MCQ/Owner in accordance with this Deed.
- (b) the Tenant fails to meet and fulfil the Key Performance Indicators for three (3) consecutive quarters.
- (c) the Tenant fails to comply with any of the requirements of any Applicable Laws and after being so required to apply, does not rectify its default within a reasonable period of time;
- (d) the Tenant becomes bankrupt, insolvent, or has a receiving order made against him, or if he compounds with his creditors, or if any act is done or event occurs which (under the Applicable Laws) has a similar effect to any of these acts or events;
- (e) any statement, representation or warranty made by the Tenant in this Deed proves to have been incorrect, in any material respect, when made and such incorrect statement, representation or warranty has a Material Adverse Effect on the Tenant's ability to perform its obligations under this Deed or has a Material Adverse Effect on the rights and/or obligations of the MCQ/Owner under this Deed;
- (f) the Tenant fails to fulfil its obligations under (*General Obligations*);
- (g) the Tenant is otherwise in the Material Breach of any of its obligation under this Deed.

5.2.2. If a Tenant Event of Default has occurred and the MCQ/Owner wishes to terminate this Deed, it shall serve a Notice of termination (the "Notice of Intent to Terminate by MCQ/Owner") on the Tenant.

5.2.3. The Notice of Intent to Terminate by MCQ/Owner shall specify the type and nature of the Tenant Event of Default that has occurred.

5.2.4. In case of any Tenant Event of Default arising under Section 5.2, the cure period for the Tenant shall be fifteen (15) Days (the "Cure Period for Tenant") from the Notice of Intent to Terminate by the MCQ/Owner.

5.2.5. In the event the Tenant rectifies the Tenant Event of Default prior to the expiry of the Cure Period for Tenant, such Notice of Intent to Terminate by MCQ/Owner shall be deemed to be revoked and this Deed shall continue in accordance with the terms and conditions hereof.

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- 5.2.6. In the event the Tenant fails to rectify the Tenant Event of Default prior to the expiry of the Cure Period for Tenant, the MCQ/Owner may terminate this Deed by serving a Notice of termination (the **“Termination Notice by MCQ/Owner”**) to the Tenant. This Deed shall terminate on the date specified in the Termination Notice by MCQ/Owner.

5.3. **DEFAULT OF MCQ/OWNER**

5.3.1. **The following events shall constitute events of default by the MCQ/Owner under this Deed (the “MCQ/Owner Event of Default”):**

- (a) the MCQ/Owner fails to fulfil its obligations under Section 5.1 (General Obligations);
- (b) the MCQ/Owner is otherwise in the Material Breach of any obligation under this Deed; or
- (c) any statement, representation or warranty made by the MCQ/Owner is proving to have been incorrect, in any material respect, when made or when reaffirmed and such incorrect statement, representation or warranty having a Material Adverse Effect on the Tenant’s ability to perform its obligations under this Deed.

- 5.3.2. If a MCQ/Owner Event of Default has occurred and the Tenant wishes to terminate this Deed, it shall serve a Notice of termination (the **“Notice of Intent to Terminate by Tenant”**) on the MCQ/Owner.

- 5.3.3. The Notice of Intent to Terminate by MCQ/Owner shall specify the type and nature of the MCQ/Owner Event of Default that has occurred.

- 5.3.4. In the case of a MCQ/Owner Event of Default arising under Section 5.3.1, the cure period for the MCQ/Owner shall be fifteen (15) Days (the **“Cure Period for MCQ/Owner”**).

- 5.3.5. In the event the MCQ/Owner rectifies the MCQ/Owner Event of Default prior to the expiry of the Cure Period for MCQ/Owner, such Notice of Intent to Terminate by Tenant shall be deemed to have been revoked and this Deed shall continue in accordance with the terms and conditions hereof.

- 5.3.6. In the event the MCQ/Owner fails to rectify the MCQ/Owner Event of Default prior to the expiry of the Cure Period for MCQ/Owner, the Tenant may terminate this Deed by serving a Notice of termination (the **“Termination Notice by Tenant”**) to the MCQ/Owner. This Deed shall terminate on the date specified in the Termination Notice by Tenant.

5.4. **CONSEQUENCES OF TERMINATION**

- 5.4.1. In the event of termination of this Deed, the Tenant shall hand over peaceful vacant possession of the Property to the MCQ/Owner immediately upon the termination of this Deed.

- 5.4.2. Upon termination of this Deed, the Tenant shall immediately pay any outstanding Monthly Rent to the MCQ/Owner, if any, which is due at the time of termination of this Deed.

- 5.4.3. Notwithstanding anything to the contrary contained in this Deed, any termination of this Deed pursuant to the provisions of this Deed shall be without prejudice to accrued rights of either Party including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Deed shall survive the termination of this Deed to the extent such survival is necessary for giving effect to such rights and obligations.

6. DISPUTE RESOLUTION

6.1. NEGOTIATION

- 6.1.1. The MCQ/Owner and the Tenant will attempt in good faith to resolve any dispute, arising out of or in relation to this Deed, promptly by negotiation between senior executives of the MCQ/Owner who have the authority to settle the dispute and the Tenant. If the Tenant or the MCQ/Owner intends to invoke such negotiation process, it shall give the other Party written Notice of such intent and specify in writing the specific nature of the dispute. If such dispute is not resolved within thirty (30) Days from their first meeting (or within such longer period of time as the Tenant and the MCQ/Owner may mutually agree), the Parties shall proceed to arbitration in accordance with Section 6.2 (*Arbitration*). The Notices called for within this Section 6.1.1 shall not be deemed a substitute for any other Notice requirement set forth in this Deed.

6.2. ARBITRATION

- 6.2.1. If the Tenant and the MCQ/Owner are unable to resolve any dispute through the procedures set forth in Section 8.1 (*Negotiation*) above, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Act, 1940 (the “Arbitration Act”), which is deemed to be incorporated by reference into this Section 8 (*Dispute Resolution*). The number of arbitrators shall be determined in accordance with the Arbitration Act. The seat, or legal place, of arbitration, shall be Quetta. The language to be used in the arbitration shall be English. Both the Parties undertake to implement the arbitration award.
- 6.2.2. The award rendered shall apportion the costs of the arbitration. The arbitrator need not be bound by strict rules of law where they consider the application thereof to particular matters to be inconsistent with the spirit of this Deed and the underlying intent of the Tenant and the MCQ/Owner, and as to such matters, their conclusions shall reflect their judgment of the correct interpretation of all relevant terms hereof and the correct and just enforcement of this Deed in accordance with such terms.
- 6.2.3. The award rendered shall be in writing and shall set forth in reasonable detail the facts of the dispute and the reasons for the arbitrator’s decision. The decision of the arbitrators shall be final and binding upon the Parties. The prevailing Party may enforce such award in any jurisdiction, including any jurisdiction where the other Party’s assets may be located.

7. MISCELLANEOUS

7.1. VALIDITY AND ENFORCEABILITY

- 7.1.1. The invalidity or unenforceability of any portion or provision of this Deed shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Deed, and the balance of this Deed shall be construed and enforced as if this Deed did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Deed be found invalid by any authority having jurisdiction thereof, the Parties shall immediately renegotiate in good faith such term or provision of this Deed to eliminate such invalidity.

7.2. WAIVER

- 7.2.1. No waiver by either Party of any default by the other Party in the performance of any of the provisions of this Deed:

- (a) shall operate or be construed as a waiver of any other or further default whether of a like or different character; or
- (b) be effective unless in writing duly executed by a duly authorised representative of such Party.

Such waiver shall not affect the validity or enforceability of this Deed in any manner.

- 7.2.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Deed nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

7.3. COUNTERPARTS

- 7.3.1. This Deed may be executed in any number of counterparts and by each of the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Deed.

7.4. ENTIRE AGREEMENT & AMENDMENTS TO THIS DEED

- 7.4.1. This Deed sets forth the full and complete understanding of the Parties relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. Subsequent to the Signing Date, this Deed may be supplemented, modified or otherwise amended by mutual agreement or only in accordance with the terms of this Deed, provided that any such supplements, modifications and amendments to this Deed, if any, must be in the form of a written amendment to this Deed, and signed by authorized representatives of the Parties.

8. GOVERNING LAW & JURISDICTION

This Deed shall be governed by and construed in accordance with the laws of the Country and the courts at Quetta shall have non-exclusive jurisdiction to hear and decide all disputes arising under or in connection with this Deed.

SIGNING PAGE

IN WITNESS WHEREOF the Parties have caused this Deed to be executed by their duly authorized representatives as of Signing Date.

MCQ/OWNER

Signed for and on behalf of
METROPOLITAN CORPORATION QUETTA
through its authorized signatory

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SIGNATURE

Name:

.....

Designation:

in the presence of:
signature of **WITNESSES**

1. Name:
Address:
NIC No:

.....

2. Name:
Address:
NIC No:

.....

TENANT

MR. [•]

}

SIGNATURE

in the presence of:
signature of **WITNESSES**

1. Name:
Address:
NIC No:

.....

2. Name:
Address:
NIC No:

.....

