



MAYO GARDENS CLUB, LAHORE



## **Outsourcing of Lawns of Mayo Gardens Club for Event Management**

### **Annulment of Bids and Prequalification Notice**

The previously advertised Invitation for Bids for the subject assignment has been withdrawn, and the entire bidding process stands annulled. The Management Committee, Mayo Gardens Club, Lahore, now invites proposals for the prequalification of firms for the subject assignment.

A complete set of Prequalification Documents may be purchased by an interested bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees. **2000 (Two Thousand)**. The prequalification documents can also be downloaded from PPRA website (<https://ppra.gov.pk>) and Pakistan Railway's website (<https://pakrail.gov.pk>) free of cost.

The Prequalification Application must be submitted at undermentioned address till **2:00 PM** on or before **17<sup>th</sup> December, 2025**. The Prequalification Applications will be opened publicly **2:30 PM** on the same day at the following address in the presence of bidder's representatives who choose to attend.

Any further information can be obtained from the under mentioned office address during office hours.

**(Ali Nawab Khan)**  
Honorary Secretary,  
Mayo Gardens Club, Lahore  
Ph# 99201876, 99201779



**PAKISTAN RAILWAYS  
MAYO GARDENS CLUB**

## **PREQUALIFICATION OF FIRMS**

**for**

## **OUTSOURCING OF LAWNS OF MAYO GARDENS CLUB FOR EVENT MANAGEMENT**

**December, 2025**

**Secretary**

Mayo Gardens Club, Sunderdas Road

Lahore

042-99201876

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## **1. Brief History and Purpose of Outsourcing**

1. The Mayo Gardens Club, Lahore, was established during the British Raj as an exclusive social and recreational facility for officers of the North Western Railway (NWR). Developed around 1910, alongside the Mayo Gardens Residential Colony, the Club was designed in the architectural and cultural spirit of the Lahore Gymkhana Club, reflecting the prestige and lifestyle of British railway officials of that era. The surrounding colony primarily housed British families, and the Club served as a central venue for their social gatherings, sports, and cultural events.
2. Over time, the Club evolved into one of the most well-facilitated and well-maintained Railway Clubs in Pakistan. It presently offers a wide range of sports and recreational amenities including lawn tennis courts, squash courts, an indoor badminton hall, a fully equipped gymnasium, and other indoor games. Recently, a modern swimming pool complex has been added, significantly enhancing the Club's recreational profile and providing members with contemporary fitness and leisure options.
3. However, like many historic institutions, the Club's operational and financial sustainability has faced challenges in recent years, reflecting the overall decline of railway services across the country. Despite these challenges, the Management Committee of the Club has undertaken various initiatives to revitalize and modernize the facility, ensuring that it continues to serve as a vibrant center of community and recreation for its members.
4. Given that the membership subscriptions and routine contributions are insufficient to meet the recurring costs of maintenance and operations, the Club has adopted a self-sustaining financial model. Under this model, certain Club facilities, particularly its lawns are outsourced for event management purposes to reputable private sector partners. This arrangement has successfully generated steady revenue over the past decade, enabling the Club to maintain and enhance its facilities without burdening members with additional costs.
5. As the current outsourcing contract is approaching its expiry, the Management Committee has decided to undertake the prequalification of firms with the objective of selecting a Management Partner through an open auction for the next outsourcing term. The objective is to select a competent and experienced Event Management Partner capable of maintaining the aesthetic standards of the Club, managing events professionally, and ensuring that the arrangement continues to provide sustainable revenue for the Club's operations and development.

### 1.1. Purpose of Prequalification

The purpose of this prequalification process is to identify and shortlist competent firms capable of undertaking the outsourcing of the Lawns of Mayo Gardens Club for Event Management. Only firms successfully prequalified through this process will be invited to participate in the auction. The assignment will be awarded to the firm offering the highest rent for the designated lawn area, in accordance with the terms and conditions specified in the auction documents.

### 1.2. Scope of Services

The Employer shall hand over to the Management Partner the designated lawn area of Mayo Gardens Club (Key Plan attached as **Appendix-B**), as specified in the draft Conditions of Contract, for the purpose of event management. The Management Partner may establish up to three (03) event management units within the allocated area, either as open lawns or by installing marquees.

During the Contract Period, the Management Partner shall carry out all event management activities within the designated area in accordance with the terms of the agreement. The Club shall provide only the lawn space, while the installation of marquees and all allied infrastructure shall be the sole responsibility of the Management Partner.

The Management Partner shall be responsible for the marketing, operation, and management of the marquees/lawns and associated facilities, including the establishment and management of proper parking within the space earmarked for this purpose. In return, the Management Partner shall pay rent as determined and agreed through the auction process.

The detailed scope of services, along with all other terms and conditions, is provided in the draft Contract attached with the Prequalification Documents

Summary of Key Items		
S. No.	Parameters	Details
1.	Project Title	Outsourcing of Lawns of Mayo Gardens Club for Event Management
2.	Location	Mayo Gardens, Pakistan Railway Officer's Colony, Sunderdas Road, Lahore
3.	Contracting Authority	Management Committee of Mayo Gardens Club, acting through Secretary, Mayo Gardens Club (hereinafter referred to as <i>the Employer</i> ).

<b>Summary of Key Items</b>		
<b>S. No.</b>	<b>Parameters</b>	<b>Details</b>
4.	Process of Selection of Management Partner	<b>Step 1:</b> Prequalification of interested firms. <b>Step 2:</b> Open auction among the prequalified firms
5.	Area of Lawns	Approximately 90,324 Sft.(around 2.07 acres)
6.	Area of land for parking	Approximately 47,069 Sft .(around 1.08 acres)
7.	Maximum number of Marques or Units allowed for Event Management	The Management Partner may establish a maximum of three (03) units for event management, either as open lawns or by installing marquees within the allocated area. No permanent structure will be allowed, except wash room and bridle room, but that too with prior approval by the Client. The Management Partner shall also be bound to get its detailed proposal / plan approved clearly indicating the space / area earmarked for lawn / marque, bridle room, toilets, kitchen by the client within 15 days of taking over possession.
8.	Outsourcing Model	The lawns (space only) shall be provided by the Club. The setup of marquees and allied infrastructure shall be the responsibility of the Management Partner. The Management Partner shall be responsible for marketing, operations, and management of the marquees/lawns and associated facilities including establishment of proper parking in the space earmarked for this purpose. In return, the Management Partner shall pay rent as agreed through this bidding process.
9.	Contract Period	The initial contract period shall be five (05) years, extendable for a further five (05) years subject to mutual consent of both parties and satisfactory performance of the Management Partner.
10.	Financial Covenants	<b>Bid Security required to be submitted by Prequalified Firms only before the Auction:</b> PKR 1.0 million (Pak Rupees One Million Only) <b>Performance Security:</b> Equivalent to three (03) months' rent, to be retained by the Employer till completion of the outsourcing period or earlier termination, as applicable
	Note: The above information provides a draft summarized overview for preliminary understanding. Detailed terms and conditions (which may differ from above) will be provided to prequalified firms before auction.	

## 2. DEFINITIONS

- 2.1 “**Applicant**” means the Firm or a Joint Venture of firms applying for the prequalification for Outsourcing of Lawns of Mayo Gardens Club for Event Management.
- 2.2 “**Client**” or “**Employer**” means Management Committee of Mayo Gardens Club, acting through Secretary, Mayo Gardens Club.
- 2.3 “**Applicant**” means a Firm or a Joint Venture of Firms that has been declared prequalified and subsequently participates in the auction for the Outsourcing of the Lawns of Mayo Gardens Club for Event Management.
- 2.4 “**Management Partner**” means the legal entity or a Joint Venture who declare successful and with whom Agreement will be signed.
- 2.5 “**Contract Agreement**” means the Agreement signed by the Client and the Management Partner and all the attached documents.
- 2.6 “**Joint Venture**” is a group of legal entities participating together to submit a Bid.
- 2.7 “**Application**” means the prequalification documents submitted by the Applicant.

### 3. INVITATION FOR PRE-QUALIFICATION

- (1) Management Committee of Mayo Gardens Club acting through Secretary, Mayo Garden Club (the “Employer”) invites pre-qualification of Firms / Joint Ventures (JV) of Firms to prequalify for the project ‘Outsourcing of Lawns of Mayo Gardens Club for Event Management’.
- (2) The Scope of the Project has been defined in the Bidding Documents.
- (3) A complete set of Prequalification Documents may be purchased by an interested Applicants on submission of a written application to the office given below and upon payment of a non-refundable fee of Rupees. **2000 (Two Thousand)**. The prequalification documents can also be downloaded from PPRA website (<https://ppra.gov.pk>) and Pakistan Railway’s website (<https://pakrail.gov.pk>) free of cost.
- (4) The Applicant can be single entity or Joint Venture (JV) of firms. In case of JV, all parties are required to sign the Contract Agreement so as to bind them jointly and severally.
- (5) The Prequalification Application must be submitted at undermentioned address till **2:00 PM** on or before **17<sup>th</sup> December, 2025**. The Prequalification Applications will be opened publicly **2:30 PM** on the same day at the following address in the presence of Applicant’s representatives who choose to attend.
- (6) Any further information can be obtained from the under mentioned office address during office hours..

**Secretary, Mayo Gardens Club**  
Sunderdass Road, Lahore  
+92-42-99201876

## **4. INSTRUCTIONS TO THE APPLICANTS**

### **4.1. Preparation & Submission of Applications**

- (1) The Application for prequalification (prequalification proposal duly prepared in accordance with the requirements as stated in the prequalification documents) must be submitted at the address stated in the Invitation for Prequalification.
- (2) The Applications must be submitted on or before the dead line for submission as stated in the Invitation for Prequalification.
- (3) Applications received after the due date and time will not be accepted.
- (4) Applications shall be clearly marked “Outsourcing of Lawns of Mayo Gardens Club for Event Management”.
- (5) The Applications should be in English language. Information in any other language shall be accompanied by its translation in English. Employer reserves the right for not qualifying any firm in case of non-compliance of this requirement.
- (6) Applicants must respond to all the questions and provide complete information as advised in this document. Lack of essential information may result in dis-qualification. However, the Employer may, at its discretion, request for clarifications (if any).
- (7) The Application should fully comply with the Instructions to Applicants, Forms, and Appendices etc. Non-compliance may lead to rejection of Application.

### **4.2. Eligible Applicants**

- (1) The invitation for Bids is open to local (Pakistani) firms / Joint Ventures of firms.
- (2) The Applicant may be a single entity or any combination of entities in the form of a Joint Venture (JV) under an existing MoU or agreement and in this case, all partners shall be jointly and severally liable.
- (3) The Applicant (lead partner in case JV) shall be registered with Security & Exchange Commission of Pakistan (SECP) or Registrar of Firms.
- (4) The Applicant (all partners in case JV) shall be registered with Tax Department of Pakistan and must be on active tax payer list.
- (5) The Applicant (all partners in case of JV) must have not been declared blacklisted or debarred for doing business by any Ministry, Department, Organization, Autonomous Bodies etc. of Government of Pakistan or Government of any other country.

(6) The Applicant, including all partners in the case of a Joint Venture (JV), must not be a current defaulter of the Mayo Gardens Club or any department or entity of Pakistan Railways, meaning there are no outstanding dues or unpaid financial obligations at the time of bid submission. Bids submitted by any Applicant who is presently a defaulter shall be declared non-responsive and rejected without further consideration

#### 4.3. Pre-Qualification Criteria

##### 4.3.1. General

Pre-qualification shall be based on the criterion given in succeeding paras regarding Applicant's experience, financial soundness and personnel capabilities as demonstrated by the Applicant's response in the Forms attached to this document. The Employer reserves the right to waive minor deviations, if these do not materially affect the capability of an Applicant to provide consultancy services. Experience of any Applicant as Joint Venture partner or Consortium partner shall be considered. The broad criteria for pre-qualification shall be as under:

Sr. No.	Category	Max. Marks
1	Experience Record	40
2	Financial Soundness	30
3	Organization Structure and Personnel Capabilities	20
4	Understanding and Project Implementation plan	10
Total		100

##### 4.3.2. Work Experience (Max Marks: 40)

###### a) Experience of Similar Project (Max Marks: 40)

- (i) Experience of One (01) Similar Project = 25 Marks
- (ii) Experience of Two (02) Similar Projects = 30 Marks
- (iii) Experience of three (03) Similar Projects = 35 Marks
- (iv) Experience of more than three (03) Similar Projects = 40 Marks

##### 4.3.3. Financial Soundness (Max Score: 30)

###### a) Annual Turnover (PKR in Million)

(Highest of last three financial years shall be considered)

More than or equal to 80 = 100%

More than or equal to 50 but <80 = 90%

More than or equal to 40 but <50	=	60%
More than or equal to 30 but <40	=	40%
Less than 30	=	Zero (Disqualified)

In case of JV, highest of last three years of each partner will be summed up for evaluation

**4.3.4. Organization Structure and Personnel Capabilities (Max Marks: 20)**

**a) Organization Structure (Max Marks: 10)**

- i. Organization structure of the Applicant (Lead partner in case of JV) shall be examined and graded as under based on
  - Excellent = 100%
  - Very Good = 90%
  - Good = 70%
  - Satisfactory = 50%
  - Unsatisfactory = Zero
- ii. The strength and effectiveness of the Applicant’s organizational structure will be evaluated to assess its capacity to manage and operate hospitality facilities, particularly event management or similar establishments. Following aspects shall be assessed for grading the organization structure.
  - a) Presence of a clear and well-defined hierarchy showing lines of authority and responsibility.
  - b) Availability of personnel having key roles such as General Manager/Operations Manager, Front Office Manager, Housekeeping Supervisor, Maintenance Staff, and Hospitality Services Staff.
  - c) Dedicated personnel for financial management, customer service, and quality assurance.
  - d) Availability of qualified and experienced hospitality professionals on staff.
  - e) Presence of food service personnel (e.g., chef/cook) and facility maintenance staff.
  - f) Presence of branch offices, support facilities, or service network in multiple cities.

**b) Personnel Capabilities (Max Marks: 10)**

The Applicant should have following key personnel. These personnel will be evaluated based on following criteria.

S.No	Description	Marks
1	<b>Event Management Expert</b> Bachelor’s degree in Hotel / Hospitality/	04

S.No	Description	Marks
	Business/Marketing/Social Sciences; with at least 10 years of relevant experience	
2	<b>Hospitality Expert</b> Bachelor's degree in Hospitality/ Business/ Marketing/Social Sciences; with at least 10 years of relevant experience. If bachelor degree is not Hospitality then must have Certification in hotel management	03
3	<b>Finance Expert</b> Bachelor degree in Accountancy/ Finance/Business Management/ Commerce or certification including ACCA/CPA/CA from a reputable university/institute with at least 10 years of experience in relevant field	03

#### 4.3.5. **Understanding and Project Implementation Plan (Max Marks: 10)**

The Applicant is required to submit detailed methodology and implementation plan for execution of the Project. The methodology and implementation plan will be evaluated for various aspects as detailed below;

##### 1. **Work Plan for Execution of Services (Max: 05 Marks)**

Quality of the work plan will be assessed for the following:

- a. Understanding the project (20%)
- b. Approach & Methodology (30%)
- c. Work plan for various activities (20%)
- d. Performance standards for event management (20%)
- e. Identification of risk in project implementation and mitigation plan (10%)

##### 2. **Scheduling and Human Resources Allocation (Max: 05 Marks)**

The execution schedule and human resource allocation including:

- a. Detailed Activity Schedule (Preferable if prepared in MS Project as Gantt Chart) including procurement and human resource allocation (20%).
- b. Organizational structure and supervisory arrangements to handle contractual obligations with Pakistan Railways.(30%)
- c. Role and Responsibility of Project Team i.e., job descriptions of the Core team (20%).
- d. Sound basis of key commercial assumptions (30%]

#### 4.3.6. **Minimum Score required for pre-qualification**

Pre-qualification status shall be decided on the basis of Pass/Fail. The minimum overall marks / score needed by an Applicant for prequalification is **seventy (70)**.

#### 4.3.7. **Mandatory Requirement**

The Applicant must fulfill the following mandatory requirements. In case the Applicant fails to fulfill these requirements, the Bid of such Applicant shall be declared as non-responsive.

- a) The Applicant must have been actively engaged in hospitality-related business operations for a minimum of three (03) years preceding the bid submission deadline.
- b) The Applicant must demonstrate verifiable experience in the successful operation and management of at least one (01) Similar Project within the hospitality industry.
- c) The Applicant must have achieved an annual turnover of at least PKR 30 million in any one of the last three (03) financial years. In the case of a Joint Venture (JV), the turnover requirement may be met cumulatively by all members of the JV.

#### **4.4. Conflict of Interest**

- (1) Government of Pakistan policy requires that the Applicant must not have any conflict of interest with the Employer. Management Partner provide professional, objective and impartial services, and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- (2) The Applicant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect.

#### **4.5. Updating Prequalification Information**

Prequalified applicants may be required, at any time during the validity of the prequalification, to update their information related to experience, personnel, and other relevant details initially submitted for prequalification. This is to ensure their continued compliance with the original qualification criteria and to allow for verification of the submitted information.

If it is determined at any stage during the prequalification period that an applicant no longer meets the required qualification thresholds, the firm shall be removed from the list of prequalified Firms.

#### **4.6. Ownership of Prequalification Document**

All documents submitted by the Applicant in response of this invitation to prequalification shall become the property of the Employer. However, intellectual proprietary rights of the information contained in the application shall remain vested to the Applicant.

#### **4.7. Misconduct**

If an Applicant or any person on its behalf makes any attempt to canvass, solicit or

approach any of the officials of the Employer in any matter relating to or arising out of this Application, its Application shall be liable for rejection besides taking other action(s) including debarring the Applicant in accordance with prevailing policies of Government of Pakistan and Pakistan Railways.

#### **4.8. Debarment Status**

As a prerequisite to participate in the prequalification process, the Applicant should not have been suspended or debarred by Government of Pakistan, Pakistan Engineering Council, Pakistan Procurement Regulatory Authority (PPRA), Pakistan Railways, any organization of Government of Pakistan or any agency in Pakistan or the country in which the Applicant's company is incorporated from participating in such public sector projects. A certificate to this effect shall be provided by the Applicants in case of single entity or all JV Partners in case of JV along with the pre-qualification Application.

#### **4.9. Amendment in Pre-Qualification Documents**

- (1) At any time, prior to deadline for submission of Applications, the Employer may amend the pre-qualification document by issuing addenda.
- (2) Any addendum issued shall be part of the prequalification documents and shall be uploaded on the websites ([www.pakrail.gov.pk](http://www.pakrail.gov.pk), [www.ppra.org.pk](http://www.ppra.org.pk)) to be downloaded by the prospective Applicants.
- (3) To give prospective Applicants reasonable time to take an addendum into account in preparing their Applications, the Employer may, at its discretion, extend the deadline for submission of Applications.

#### **4.10. Annulment of Pre-qualifications and Recalling of Application**

- (1) At any time during the pre-qualification process or after pre-qualification, the Employer can annul the pre-qualification and may recall the Applications. In such a case, the Employer shall not be liable for any expenses/claims of the Applicants who have submitted Applications for pre-qualifications or have been pre-qualified.
- (2) The Employer, if desired, may recall prequalification, without annulling the already qualified firms with a view to increase the competition. In such cases, already prequalified firms shall not be required to resubmit their Applications and shall stand prequalified.

#### **4.11. Duration of Prequalification Validity**

The prequalification shall remain valid until the successful auction of the Mayo Gardens Club lawns for outsourcing event management services. If any auction attempt is

unsuccessful, the Employer may, at its discretion, either conduct a fresh auction among the prequalified firms or initiate a new prequalification process by declaring the previous prequalification null and void. Accordingly, the prequalification shall remain valid until a successful auction is completed or until the Employer formally declares it null and void.

**4.12. Invitation to Participate in the Auction**

Only the firms prequalified through this process shall be invited to participate in the auction for the selection of the Management Partner for the lawns of Mayo Gardens Club. Participation in the auction shall be subject to the submission of the required Bid Security within the time and date specified in the auction notice, and to the acceptance of all terms and conditions of the Agreement to be executed with the successful Applicant.

The Applicant offering the highest rent shall be declared the successful bidder, subject to the fulfillment of all other applicable terms and conditions.

**4.13. Draft Contract Agreement**

The successful Applicant shall be required to enter into a formal Contract Agreement with the Employer prior to the commencement of services. A Draft Contract Agreement, outlining the preliminary terms and conditions, is provided with the prequalification documents for the guidance of prospective Applicants.

The terms and conditions stated in the Draft Contract Agreement are not final and may be amended at the time of the auction. The Employer will issue the final Conditions of Contract to all prequalified Applicants prior to the auctions.

**Annex-A Letter of Application**

*[On Letterhead paper of the Applicant (Lead partner in case of JV) including full postal address, telephone no., fax no., and e-mail address]*

Date:.....

To: **Secretary Mayo Gardens Club**  
Mayo Gardens, Sunderdass Road,  
Lahore, Pakistan

**Subject: OUTSOURCING OF LAWNS OF MAYO GARDENS CLUB FOR EVENT MANAGEMENT**

Dear Sir,

1. Being duly authorized to represent and act on behalf of..... (hereinafter “the Applicant”), and having reviewed and fully understood all the prequalification information provided, the undersigned hereby applies to be considered to be prequalified as a Consultant for the subject assignment.
2. Attached to this letter are copies of original documents defining<sup>1</sup>:
  - (a) the Applicant's legal status;
  - (b) the principal place of business; and
  - (c) the place of incorporation
  - (d) J.V agreement (*if applicable*)
3. The Employer and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and all the information submitted in connection with this Application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this Application, or with regard to the resources, experience, and competence of the Applicant.
4. The Employer and its authorized representatives may contact the following focal persons for further information<sup>2</sup>, if needed.

S.No	Name and Designation	Telephone (office & cell)	Email
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1 For applications by Joint Venture, all the information requested in the prequalification documents is to be provided separately for each partner of the Joint Venture. The lead partner should be clearly identified. Each partner in the Joint Venture shall sign the letter of Application.  
2 Application by Joint ventures should provide information on a separate sheet for each party to the Application.

1			
2			
3			
4			

5. This application is made with full understanding that:
- (a) Employer reserves the right to:
    - (i) amend the pre-qualification documents during pre-qualification process and these amendments shall be binding upon the Applicants;
    - (ii) annul the process of pre-qualification for which no liability will be accrued on the part of the Employer

**Applicants who are not applying as joint venture should delete para 6&7 and initial the deletions.**

6. Appended to this Application, we give details of the participation of each party, including personnel / resource contribution and profit/loss agreements, to the Joint Venture or association. We also specify in terms of the percentage of the value of the contract, and the responsibilities for providing consultancy services.
7. We confirm that in the event that we declared prequalified then resulting contract will be.
- (a) signed by all the partners in JV so as to legally bind all partners, jointly and severally; and
  - (b) submitted with a Joint Venture agreement providing the joint and several liabilities of all partners in the event the contract is awarded to us.
8. The undersigned declare that the statements made and the information provided in the duly completed application is complete, true, and correct in all respect.

Signed	Signed
Name	Name
For and on behalf of (name of Applicant or lead partner of a joint venture)	For and on behalf of (name and signature of other partners of the joint venture)
Signed	Signed

Name	Name
For & on behalf of (Name & signature of other partners of Joint Venture)	For & on behalf of (Name & signature of other partners of Joint Venture)
Signed	Signed
Name	Name
Name	Name

## Application Form A-1: General Information

*All individual firms and each partner of a Joint Venture applying for prequalification are requested to complete the information in this form.*

<b>Applicant's Information</b>	
Applicant's legal name	
Applicant's country of constitution	
Applicant's year of constitution	
Applicant's legal address in country of constitution	
Applicant's authorized representative (name, address, telephone, fax, email address)	
Address of Applicant's office in Pakistan (if any)	
Registration with Federal Board of Revenue (FBR) (Registration number active tax payer status)	
Registration of firm (with SECP or Registrar of Firms) (Registration number and validity)	
Attach following documents: <ol style="list-style-type: none"><li>1. Authorization Letter in favour of Authorized Representative.</li><li>2. Articles of incorporation or constitution of the legal entity named above.</li><li>3. Copy of NTN Certificate and Active Tax Payer status.</li></ol>	

**Application Form A-2: Joint Venture Summary**

<b>Names of all Partners of a Joint Venture</b>	<b>Percentage share (in terms of financial share) for this project</b>	<b>Broad specialization / area of services to be provided</b>
1. Lead Partner		
2. Partner		
3. Partner		
4. Partner		

**Note:**

1. Above is submitted if Applicant is a Joint Venture.
2. Above percentage share can be tentative. However, at the time of signing of agreement the Applicant must provide exact share of JV partners. The share of Lead Partner shall be greater than other JV partners.

**Application Form A-3: Applicant’s Work Experience**

The Applicant is required to provide detail of work experience of Similar Projects. In case of JV please attach detail of each partner. Similar Project means “Operation & Management of hospitality business like Hotel, Guest House, Motel, Restaurant, Lodges and Inns, Event Management, etc.

**Note: Separate Form shall be filled for each project.**

**Name of Firm:** \_\_\_\_\_

Project name:	
Project Description	
Location:	Date of start of Project (month/year):
Name of Client:	
Project is still managed and operated by the Applicant or agreement completed. If completed then provide date (month/year):	
Role in execution of Project. Single Entity or Lead Partner in JV or Partner other than Lead Partner. Please clarify.	
Attach following documents: Documentary evidence as proof (If awarded by other entity then copy of agreement or letter of acceptance. If Firm’s own project then any documentary evidence to prove it.)	



**Application Form A-5: Detail / CV of Proposed Key Professionals**

The Applicant is required to provide detail / CV of professional staff of Applicant’s firm, particularly for the staff listed in Section, Evaluation & Qualification Criteria. In case of JV / Consortium please attach detail of each partner.

<b>Position</b>			
<b>Name of Firm</b>			
Professional Information	Name		Date of Birth
	Professional Qualification		
	Total Experience (years)	Experience of similar to the proposed position (Years)	
Present employment	Designation:  Employed with firm since:		
Summarized professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project			
From	To	Position	Company / Project and Relevant technical and managerial experience

Note: Documentary evidence of professional degree and current employment must be attached in support.

**Application Form A-6: Financial Information**

The Applicant and in case of JV each partner should fill this Form.

	<b>Financial Data for last 3 years (Pak Rs)</b>		
	<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>
	<b>Information from Balance Sheet</b>		
Total Assets (TA)			
Total Liabilities(TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA-CL			
<b>Information from Income Statement</b>			
Total Turnover			
Profit before Tax			
Profit after Tax			
<p>The Applicant must attach documentary evidence financial statements (balance sheets including all related notes, and income statements) for the last three years.</p>			

## **Application Form A-7: Applicant's Organization**

Please provide the following information for your firm/entity and each JV partner for this project.

1. Firm's Background and Achievements (minimum two pages)
2. Organogram.
3. List of Similar Assignments in hand

*(The methodology offered by the Consultant is primarily for evaluation of the proposal. The Procuring Agency is not bound to accept the methodology proposed by the Consultant. The Consultants are requested not to include any financial impact in the financial proposal for the proposed methodology)*

## **Application Form A-8: Methodology & Project Plan**

The Applicant is required to submit detailed methodology and Project Implementation Plan for execution of the Project

Methodology and Implementation Plan should be prepared in accordance with the requirements stated in prequalification documents.

*(The methodology and Project Implementation Plan offered by the Applicant is primarily for evaluation of the proposal. The Employer is not bound to accept the methodology proposed by the Applicant. The Applicants are requested not to include any financial impact in the financial proposal for the proposed methodology and Project Implementation Plan)*

**DRAFT CONTRACT AGREEMENT**

This Contract Agreement (hereinafter referred to as the "Contract") is made on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between:

**Secretary Mayo Gardens Club, Pakistan Railways, Lahore** (hereinafter referred to as the "Employer", which expression shall, where the context so permits, include its successors, legal representatives, and permitted assigns)

**AND**

\_\_\_\_\_ (hereinafter referred to as the "Management Partner", which expression shall, where the context so permits, include its successors, legal representatives, and permitted assigns)

**WHEREAS:**

- (a) The Employer has engaged the Management Partner to provide services for the event management, as specified in the Conditions of Contract attached hereto (hereinafter referred to as the "Services"); and
- (b) The Employer shall hand over the designated lawn area to the Management Partner, who shall operate it as event management on a commercial basis. In consideration thereof, the Management Partner shall pay rent to the Employer as stipulated in the Conditions of Contract attached to this Agreement.

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the Letter of Acceptance;
  - (b) the Addendum (if any)
  - (c) the Conditions of Contract
  - (d) the Accepted Financial Proposal;
  - (e) the following Appendices:

Appendix A: Integrity Pact
  - (f) Any other documents, deemed appropriate to attach with Contract

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of Employer

For and on behalf of Management Partner

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name: -----

Name: -----

Title: -----

Title: -----

Address: -----

Address: -----

(Seal)

(Seal)

Witness

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witness

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Draft Conditions of Contract

### 1. Monthly Rent

The Management Partner shall pay a monthly rent of Pak. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for Lawn of Mayo Garden. The rent shall be subject to an annual escalation of 10% calculated on the original monthly rent.

### 2. Area of Lawn and Parking Space

- a) The Employer shall hand over to the Management Partner the lawn of Mayo Gardens Club, having an approximate area of 90,324 sq. ft. (around 2.07 acres), for the purpose of event management. In addition, an adjacent area of approximately 47,069 sq. ft. (around 1.08 acres) shall be provided for the establishment and use of a parking facility associated with events.

A key plan indicating the boundaries and layout of the lawn and parking areas is attached as **Appendix-B** for reference.

- b) The areas indicated above are approximate measurements and are provided for general guidance only. The Employer shall not be liable for any minor deviations in the actual area handed over, and the Management Partner shall accept the premises “as is” for the purpose of this contract.

### 3. Contract Period

- a. The initial term of the Contract shall be **five (05) years**, commencing from the date the possession of the lawn is handed over to the Management Partner. The Contract may be **extended for an additional period of up to five (05) years**, or for a shorter duration, **subject to mutual consent of both parties and contingent upon the satisfactory performance** of the Management Partner.
- b. In the event of such an extension, the base rent for the extended period shall be the last rent paid during the initial term plus 10% of initial rent, and an annual increase of 10% shall be applied, calculated from this revised base rent for each subsequent year of the extended period.

### 4. Performance Security

- a. The Management Partner shall furnish a Performance Security in the form of a Bank Guarantee equivalent to three (03) months of the accepted monthly rent of the Lawn. This Performance Security shall be submitted as a precondition to the signing of the Contract Agreement, and must remain valid for a period of three (03) months beyond the Contract duration of five (05) years.
- b. In the event of an extension of the Contract Period, the Management Partner shall be required to extend the validity of the Performance Guarantee accordingly.
- c. Upon expiration or earlier termination of the Contract, the Performance Security shall be released, subject to the condition that no dues or liabilities are outstanding against the Management Partner.
- d. In case of any outstanding liabilities, the Employer shall have the right to encash the Performance Security, recover the due amount, and refund any remaining balance to the Management Partner.

### 5. Permitted Use of Lawn under this Contract

- a. The Management Partner may establish a maximum of three (03) units for event management, either as open lawns or by installing marquees within the allocated area.
- b. No permanent structure will be allowed, except wash room and bridle room, but that too with prior approval by the Client. The Management Partner shall also be bound to get its detailed proposal / plan approved clearly indicating the space / area earmarked for lawn / marquee, bridle room, toilets, kitchen by the client within 15 days of taking over possession.
- c. At present, three marquees have been installed within the premises the lawn by the existing Management Partner. In the event that a firm other than the current Management Partner is declared as the successful Applicant, and such Applicant intends to purchase or acquire the existing marquees, furniture, or related infrastructure, prior written permission of the Employer shall be mandatory. Without obtaining such specific permission, the new Management Partner shall not be allowed to commence operations or conduct any business activities using the marquees or facilities previously installed by the outgoing Management Partner.

## **6. Obligations of the Management Partner**

- a. During the Contract Period, the Management Partner shall carry out event management at designated area of lawn in accordance with this Agreement.
- b. The Management Partner shall illustrate the highest level of professionalism, efficiency and dedication and diligently and efficiently conform to all applicable laws, and with Good Industry Practice.
- c. The Management Partner shall be responsible for employing the Staff for event management and bearing all costs associated therewith.
- d. The Management Partner shall carry out periodic preventive and routine Maintenance of the structures erected on the lawn to keep such structures safe.
- e. The Applicant shall make all necessary / sufficient security arrangements of his own to avoid / avert any subversive activity during functions. He will also ensure safety of persons, belongings etc. during functions. However, during normal days, necessary arrangements for protection of property will be arranged accordingly.
- f. The Employer will assume no responsibility whatsoever, for any damage to the personal and property of the Management Partner while conducting marriage or other functions throughout the contractual period.
- g. The Management Partner must ensure that it adheres and implements all necessary measures to ensure fire safety, environmental and occupational health and safety standards pursuant to the Applicable Laws and regulations.
- h. The Management Partner is responsible for maintaining a high standard of cleanliness and hygiene, and keep the premises in a clean, tidy and orderly condition, in conformity with the Applicable Laws, permits and Good Industry Practice.
- i. The Management Partner shall be responsible for keeping the area reasonably free of pests and rodents.

- j. The Management Partner shall be responsible for repairing of all damages caused to the building, wiring, plantation or other installation etc. of the club during marriage functions or other functions. Any damage caused will have to be compensated as per joint assessment by the Employer and Management Partner.
- k. Upon expiry or early termination of the contract, the Management Partner shall be obliged to remove all temporary structures, marquees, fixtures, storage items, and materials installed or placed by them within fifteen (15) days of such expiry or termination. Failure to do so within the stipulated period shall entitle the Employer to remove the same at the risk and cost of the Management Partner, without any liability for loss or damage.
- l. The Management Partner shall not damage, alter, or modify any part of the existing infrastructure, utilities, or facilities of the Mayo Gardens Club located within the premises of the lawn handed over to them. Any alteration or modification, if deemed necessary, shall be undertaken only with the prior written approval of the Employer and under the supervision of the Club's authorized representative.
- m. The Management Partner shall not accept or confirm any bookings for any type of functions beyond the expiry date of the contract. This is to ensure there is no inconvenience to the general public, and to allow for a smooth handover of the premises to the Employer or the incoming Management Partner.

## **7. Subletting and Outsourcing**

The Management Partner shall not sublet, rent out, or transfer possession of any part of the demised premises to any third party under any circumstances. However, the Management Partner may engage third-party vendors or service providers for outsourcing related services such as cooking, janitorial work, laundry, maintenance, etc., subject to the condition that such arrangements shall not constitute subletting and shall remain under the supervision and responsibility of the Management Partner. In case of any sub letting shall be termed as default of the Management Partner.

## **8. Compliance with Laws**

The Management Partner shall comply with all applicable laws, rules, bye-laws, and regulations of the relevant local authorities concerning the use and operation of the demised premises. The Management Partner shall not engage in, nor permit, any activity that is unlawful or prohibited under the prevailing laws of Pakistan.

## **9. Utility Charges**

- a. The Management Partner shall be fully responsible for arranging and obtaining all necessary utility connections required for the operation of the premises, including but not limited to electricity, water, and gas.
- b. The Employer shall provide reasonable facilitation and support to assist the Management Partner in obtaining such connections; however, the ultimate responsibility for securing and maintaining these services shall rest solely with the Management Partner
- c. The Management Partner shall be responsible for and shall make, on a regular and timely basis, payments for all utility charges in respect of the marquees and allied structures during the entire Term, including water, electricity, telecommunications, internet, cable charges, municipal, solid waste, and other

utilities. All such payments shall be made by the Management Partner directly to the service provider(s) providing such services, failure in respect of which would entitle the services being disconnected as per rules of the service provider, and the Management Partner shall keep and hold Pakistan Railway harmless and indemnified in this regard.

- d. All outstanding charges (utility dues or recovery against other losses) in respect of any obligation arising against the Management Partner under this Agreement are deductible from the Performance Security and the Management Partner shall not have any objections to it and will only be entitled for the refund of balance amount of Performance Security.

#### **10. Erection of Marquees and other Structures**

The Management Partner may establish a maximum of three (03) units for event management, either as open lawns or by installing marquees within the allocated area.

No permanent structure will be allowed, except wash room and bridle room, but that too with prior approval by the Client. The Management Partner shall also be bound to get its detailed proposal / plan approved clearly indicating the space / area earmarked for lawn / marquee, bridle room, toilets, kitchen by the client within 15 days of taking over possession.

#### **11. Inspection Rights**

The Management Partner shall permit the Employer or its authorized representative(s) to enter the premises handed over to the Employer at any reasonable time for the purpose of inspection or general checking. This is to ascertain the current condition of the premises, verify maintenance standards, or check for any violations of the terms and conditions committed by the Management Partner.

#### **12. Cleanliness and Nuisance**

The Management Partner shall maintain the premises in a clean, hygienic, and orderly condition at all times. The Management Partner shall not commit, or permit to be committed, any act that may cause inconvenience or nuisance to neighbouring occupants or the general public.

#### **13. Repairs and Maintenance**

All types of repairs and maintenance of the premises handed over to the Management Partner, whether structural, civil, electrical, or otherwise shall be the sole responsibility of the Management Partner. All costs and expenses incurred in this regard shall be borne entirely by the Management Partner.

#### **14. Service Tax/ GST/ VAT and other Taxes**

The Management Partner shall be solely responsible for the payment of all applicable direct and indirect taxes, including but not limited to Service Tax, GST, VAT, and any other levies, as may be imposed under the prevailing laws and regulations in connection with the event management and operation of the marquees, throughout the duration of the Contract. This obligation shall remain in effect even if such taxes are assessed or demanded (for the Contract Period) after the expiry or termination of the Contract. Each Party shall, however, be individually responsible for the payment of their respective income tax arising from the income earned under this Contract Agreement.

#### **15. Termination of Contract**

This Contract Agreement may be terminated before its expiry under the following circumstances:

- a) By the Employer at its discretion, by giving at least three (03) months' prior written notice to the Management Partner.
- b) By the Management Partner at its discretion, by giving at least three (03) months' prior written notice to the Employer.
- c) By the Employer in the event of default by the Management Partner, by giving fifteen (15) days' written notice.
- d) For the purpose of this clause, "default" shall include but not be limited to:
  - i. Non-payment of rent for three (03) consecutive months (excluding force majeure circumstances beyond the control of the Management Partner);
  - ii. Violation of any term or condition of the Contract Agreement;
  - iii. Engagement in any illegal activity or use of the premises for any purpose not permitted under the laws of Pakistan.

#### **16. Prohibited Items and Activities**

The Management Partner shall not store or keep any offensive, hazardous, explosive, or highly flammable materials on the premises. Furthermore, the premises shall not be used for any unlawful or unauthorized activities under the prevailing laws and regulations of Pakistan.

#### **17. Prohibition on Explosives, Fireworks, and Firearms**

The use of explosives, crackers, fireworks, firearms, or any other pyrotechnic materials within the premises of Mayo Gardens Club, whether before, during, or after any event or function, is strictly prohibited in accordance with official safety regulations and local government laws.

The Management Partner shall ensure full compliance with this prohibition and shall be responsible for preventing any violation by event organizers, guests, or third-party vendors. Any breach of this clause shall be treated as a serious violation of contract terms, entitling the Employer to impose penalties, recover damages, or take any other action deemed appropriate, including suspension or termination of the contract.

#### **18. Compliance with Official Timings and Regulations**

The Management Partner shall strictly observe and comply with all official timings, restrictions, and regulations applicable to the holding of wedding or marriage functions, parties, and other events, as prescribed or announced by the City, District, Provincial, or Federal Government, as well as by the Pakistan Railways Administration and the Mayo Gardens Club (MGC) Management from time to time.

Any violation or non-compliance with these directives shall be considered a breach of contract, and the Employer shall have the right to take appropriate action, including the imposition of penalties or termination of the contract.

#### **19. Provision of Catering Services for Club Functions**

The Management Partner shall provide catering arrangements for all assigned functions at Mayo Gardens Club at no additional cost or charge to the Club, except for food items for which payment shall be made directly by the Mayo Gardens Club Management or Pakistan Railways.

This condition of free catering shall not apply to personal functions of the Club members, for which the Management Partner may charge directly as agreed with the members.

The Management Partner shall ensure that all catering services are delivered in a professional, hygienic, and timely manner, in accordance with the standards and requirements of the Club.

## **20. Storage and Placement of Equipment**

The Management Partner shall restrict all belongings, equipment, and machinery including but not limited to power generators, trucks, loaders, and other gadgets to the allotted space only.

The Management Partner shall ensure that such placement does not cause any obstruction, blockage, or inconvenience to Club premises, members, or the general public.

Failure to comply with this requirement may result in the imposition of fines or penalties, the amount and nature of which shall be determined at the sole discretion of the Employer.

## **21. Uses Prohibited**

The Management Partner shall not do or permit or suffer anything to be done in or about the lawn which will in any way obstruct or interfere with the rights or residents of the neighborhood of the premises nor should the Management Partner allow the premises to be used for any unlawful or offensive purpose, nor shall the Management Partner cause, maintain or suffer or permit any nuisance in, on or about the lawn area. The Management Partner shall keep the premises in a clean and wholesome condition, free of any objectionable noises or odors and that all health and safety regulations shall be respected at all times, the truly complied with by the Management Partner.

## **22. Compliance with Food Safety and Hygiene Standards**

The Management Partner shall ensure that all food and beverages served during events are wholesome, hygienic, and prepared in accordance with the standards and requirements of the Punjab Food Authority Act, 2011, and all other applicable food safety laws, rules, and regulations enforced from time to time.

The Management Partner shall be responsible for maintaining clean and sanitary conditions in all kitchens, preparation areas, and service zones, and for ensuring that all food handlers are medically fit and properly trained in hygiene practices.

Any violation of food safety standards or detection of unhygienic practices shall render the Management Partner liable to penalties, including suspension or termination of the contract, in addition to any action by the competent regulatory authorities.

## **23. Parking Management and Traffic Control**

The Management Partner shall be fully responsible for the development, organization, and management of the area designated for parking, as provided by the Employer. This includes the provision of adequate flooring, signage, lighting, and demarcation to ensure orderly and safe parking of all vehicles during events.

The Management Partner shall arrange and supervise the parking of guest vehicles, ensuring safety, security, and proper allocation of spaces. All efforts must be made

to prevent congestion, unauthorized parking, or damage to vehicles and Club property.

Furthermore, the Management Partner shall ensure that the roads within Mayo Gardens Colony remain clear of any obstruction at all times, facilitating the smooth flow of traffic and minimizing inconvenience to residents and other road users. Any measures required for traffic management, crowd control, or directional guidance shall be implemented by the Management Partner at their own cost.

Failure to maintain proper parking and traffic management may result in penalties or other actions as deemed appropriate by the Employer.

#### **24. Prohibition of Loud Music and Unlawful Activities**

The Management Partner shall ensure that loud music, anti-social behavior, or any illegal or felonious activity is strictly prohibited within the premises of the site rented out for events.

The Management Partner shall be fully responsible for enforcing this condition in letter and spirit, including taking all necessary measures to prevent violations by guests, event organizers, or third-party vendors.

Any breach of this clause shall be considered a serious violation of the contract, and the Employer shall have the right to take appropriate action, including penalties, suspension, or termination of the contract, without prejudice to any other legal remedies.

#### **25. Force Majeure**

“Force Majeure” means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

#### **26. Payment of Rent and Fine for Delayed Payment**

- a. The Management Partner shall pay the monthly rent to Pakistan Railways on or before the 10th day of each calendar month. If the 10th day falls on an official holiday, payment shall be made on the next working day.
- b. In case the rent is not paid by the 10th of the month (or in case of holiday on 10th then next working day), a fine of Rs. 5,000/- (Rupees five thousand only) per day shall be imposed for each day of delay.
- c. If the delay in payment exceeds thirty (30) days, the fine shall be increased to Rs. 10,000/- (Rupees ten thousand only) per day for each subsequent day of delay.
- d. If the delay continues for sixty (60) days, a 15-day notice shall be issued to the

Management Partner, directing clearance of all outstanding dues. Failure to comply within this notice period shall lead to initiation of proceedings for termination of the contract due to default.

- e. If the rent remains unpaid even after seventy-five (75) days from the original due date, a final 15-day termination notice shall be served. If the dues are still not cleared upon expiry of this final notice i.e., after ninety (90) days of non-payment, the contract shall stand terminated, and all outstanding rent and fines shall be recovered from the Performance Security submitted by the Management Partner.
- f. In the event of a Force Majeure situation, the imposition of fines may be waived at the discretion of the Employer. Furthermore, if the premises remains closed due to a Force Majeure event, the Employer may also waive the rent for the corresponding period.

## **27. Settlement of Dispute**

### **a. Amicable Settlement**

The Parties shall make all reasonable efforts to resolve amicably, through mutual consultation and negotiation, any dispute, controversy, or claim arising out of or relating to this Contract, including its interpretation, performance, or termination

### **b. Dispute Settlement Mechanism**

If any such dispute cannot be resolved amicably within thirty (30) days from the date on which one Party receives a written request for amicable settlement from the other Party, either Party may refer the dispute to arbitration. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940), the rules framed thereunder, and any statutory modifications or re-enactments thereof for the time being in force.

## **28. Handover of Possession of Lawn**

### **a. Timeline for Possession**

The possession of the designated lawn shall be handed over to the Management Partner by the Employer within fifteen (15) days from the date of signing of the Contract Agreement.

### **b. Condition of Possession**

The lawn shall be handed over on an “*as is where is*” basis, meaning the existing condition of the premises shall be accepted by the Management Partner without any obligation on the Employer to improve, renovate, or alter the same.

### **c. Outstanding Dues and Charges**

All outstanding utility bills (including electricity, gas, water, and telephone) and any other dues pertaining to the period prior to the date of possession shall be paid and cleared by the Employer. The lawn shall be handed over free from all such liabilities.

### **d. Unencumbered Possession**

The Employer shall ensure that possession is handed over without any encumbrances, third-party occupation, or legal disputes, and in a manner that allows the Management Partner to commence operations without hindrance.

## **APPENDICES**

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**Integrity Pact**  
**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**  
**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... [name of Applicant/Contractor] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Applicant/Contractor] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Applicant/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Applicant/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Applicant/Contractor] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of

Applicant/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of the Employer: .....	Name of the Applicant/Contractor: .....
Signature: .....	Signature: .....
[Seal]	[Seal]

**Appendix-B**

**Key Plan**

