TRADING CORPORATION OF PAKISTAN (PVT) LIMITED
MINISTRY OF COMMERCE
GOVERNMENT OF PAKISTAN

No. TCP/REM&S/Petroleum/2023 June 07, 2023

TENDER NOTICE
RENTING OUT OF ROAD FACING SPACE/ LAND AT TCP'S LANDHI GODOWN FOR ESTABLISHMENT OF PETROL PUMP

Trading Corporation of Pakistan Private Limited ('TCP') intends to rent out its main road facing land/space located at TCP's Landhi godown, near 89-Bus Stop, Landhi, Karachi to Oil Marketing Companies (OMC,s) for establishment of Petrol pump.

2. Bidding will be conducted under Rule 36(a) of the Public Procurement Rules, 2004 i.e. Single stage One Envelope procedure. Only Oil Marketing Companies (OMC,s) may submit their sealed offer/bids comprising single envelope to be dropped in the tender box placed at Reception Counter of TCP at 4th Floor, Block B, Finance & Trade Centre, Sharea Faisal, Karachi on **26.06.2023** by 1100 hours. Bids will be opened on the same day by 1130 hours in TCP's Board Room, in presence of bidder or their authorized representatives who may wish to be present.

3. The interested Companies who have not fulfilled their contractual obligation with TCP previously shall not be eligible to participate in the bids, unless they clear their dues along with penalties or fulfill their contractual obligations in services with TCP, as the case may be. Furthermore, any Company against which blacklisting process has either been initiated or they have been blacklisted by TCP or and government organization is not eligible to participate.

4. Tender Documents, containing terms & conditions can be obtained on payment of Rs.2,000/- (Rupees Two thousand only) during office hours from publication of this notice till **26.06.2023 by 1100 (hours)** from following offices of TCP.

a. Deputy Manager (Cash), Trading Corporation of Pakistan (Pvt.) Ltd, 4th Floor, Block-B, Finance & Trade Centre, Sharah-e-Faisal, Karachi, Pakistan (Phone: 021-99202947-49 Ext.: 235);

b. General Manager, Regional Office, 2nd Floor L.D.A Plaza, Egerton Road Lahore (Phone No. 042-99206067, 99206068);

c. Manager Incharge, Regional Office, Trading Corporation of Pakistan (Pvt.) Ltd., House No. 47, Street No. 02, PHAF Residencia Kuri Road, Islamabad.

5. The Tender Documents can also be downloaded from TCP's website www.tcp.gov.pk and PPRA's website www.ppra.org.pk also. Interested parties would however be required to provide separate Demand Draft/Pay Order of Rs.2,000/- in favor of Trading Corporation of Pakistan as Tender Documents fee while submitting the bids without which their bids will not be accepted.

6. TCP reserves the right to reject any or all bids at any time prior to their acceptance as per relevant rules.

(Muhammad Asif Rajpar)
DGM Incharge (REMS)

Trading Corporation of Pakistan (Pvt.)Limited
4th & 5th Floor, Block B, Finance & Trade Center,
Shahra-e-Faisal, Karachi. 75530
(Pakistan)

www : tcp.gov.pk
Tel : (92-21) 99202947-9 UAN :111-827-000
Fax : (92-21) 99202722,99202595 & 99202731
Email : tcpfa tcp.gov.pk

EMERGING PAKISTAN

TRADING CORPORATION OF PAKISTAN (PVT.) LIMITED

No. TCP/REM&S/Petroleum/2023 June 07, 2023

DETAILED TERMS AND CONDITIONS OF TENDER NO.TCP/REM&S/PETROL PUMP/2023, DATED 07.06.2023 FOR RENTING OUT OF ROAD FACING SPACE/ LAND FOR ESTABLISHMENT OF PETROL PUMP

1. **INTRODUCTION: -**

1.1. Trading Corporation of Pakistan Private Limited ('**TCP**') intends to rent out its main road facing land/space located at TCP's Landhi godown, near 89-Bus Stop, Landhi Karachi to Oil Marketing Companies (OMC's) for establishment of Petrol pump.

1.2. The land / space can be hired against long terms minimum for a period of 10 years on monthly rental basis for establishment of petrol pump. The necessary installation/construction/equipment/utilities on the hired space shall be arranged by the tenant after taking over the possession of the open land, however, such installation/construction shall be made subject to approval by the TCP.

1.3. The OMC's shall apply and endeavor to obtain all necessary authorization, permits, sanctions and licenses for the use of the Land for establishment of petrol pump from concerned authorities at its own cost.

1.4. The interested parties may submit their offer on the prescribed Bid Performa, duly filled in all respect, clearly mentioning required space, rates for per square feet per month as per **Annexure-I.**

1.5. The interested OMC's can visit available space at TCP's Landhi Godown from Monday to Friday from 8.00 am to 4.00 pm during office hours along with their identification/CNIC.

1.6. The space will be rented out to the successful bidder after signing of tenancy agreement for a period of minimum of 10 years extendable subject to terms and conditions of tender documents.

1.7. The rent will be increased@10% annually.

1.8. The tenancy agreement shall be signed for exact space to be rented out on the enclosed format and tenant shall be responsible to comply with the terms and conditions of tenancy agreement (Annex-IV).

2. **OBTAINING OF TENDER DOCUMENTS:**

2.1 Tender documents along with detailed terms & conditions can be purchased upon written request on the letter head of the interested Companies Monday to Friday from 8.00 am to 4.00 pm during office hours from the date of publication of this tender notice.

2.2. Tender documents along with detailed terms & conditions can also be downloaded from TCP's or PPRA's Official website i.e. tcp.gov.pk or ppra.org.pk, respectively. However, the bidder is required to enclose Pay Order/Demand draft of Rs.2, 000/- along with the bidding documents.

2.3 Bidder is required to submit their valid, Name, Company Name, Email ID and Contact Number, while downloading the Tender documents from TCP's Official website; and

3. **LIST OF DOCUMENTS TO BE SUBMITTED WITH BID/OFFER:**
Bidder(s) must ensure that the following documents are enclosed with the bid;

3.1 Complete Tender documents along with terms and conditions, duly signed and stamped on its each/every page, including annexure as acceptance of these terms & conditions;

3.2 Bid Form duly filled, signed and stamped;

3.3 OMC's Profile;

3.4 Attested copy of NTN / Income Tax Registration Certificate;

3.5 Attested copy of Sales Tax Registration Certificate;

3.6 Attested copy of CNIC of signatory of the Bid Form;

3.7 License from relevant authorizes.

4. **Power of Attorney**
Each Bidder shall provide a written General power of attorney in the form attached hereto as **ANNEXURE-II, on stamp paper**, indicating that the person(s) signing the proposal/bid has/have the authority to sign the Bids and other relevant documents on behalf of the Bidder/company.

5. **Contents of Bidding Documents**

5.1 The nature of the Assignment, bidding procedures, contract terms and requirements are prescribed in the Bidding Documents

5.2 Each Bidder shall examine all instructions, terms and conditions, forms, specifications and other information contained in the Bidding Documents. If the Bidder:

(a) fails to provide all documentation and information required by the Bidding Documents; or

(b) submits a Bid which is not substantially responsive to the terms and conditions of the Bidding Documents, such action shall be at the Bidder's risk.

In such a scenario, the TCP may determine that the Bid is non-responsive to the Bidding Documents and may reject it.

6. **Bidders Comments and Clarifications on Bidding Documents**
The Bidders shall have the opportunity to propose comments on the Bidding Documents. However TCP may (at its sole and absolute discretion) accepts or rejects such proposals and comments. All comments shall be made in writing and sent to the relevant persons mentioned in the **ANNEXURE-III**.

7. **Amendment of Bidding Documents**

At any time before the Bids Submission Deadline, TCP may amend the Bidding Documents, for any reason, whether at its own initiative, or in response to the Bidder's questions and comments.

8. **Bidders Due Diligence**

8.1 Each Bidder is solely responsible for conducting its own independent research, due diligence, any lawful inspection(s), seeking any independent advice necessary or any other work necessary for the preparation of Bids, negotiation of agreements, and the subsequent delivery of all services to be provided by the Successful Bidder in accordance with the Contract.

8.2 No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the TCP or its advisors, employees or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Contract. The Company and its advisors, employees and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document, or provided during the Bidding Process or during the term of the Contract.

8.3 Bidders may not rely on any verbal statements made by the TCP's advisors, employees or agents.

9. **PREPARATION OF BIDS:**

9.1 **Contents of Bid**

Bidders must prepare and submit their Bids in full compliance with the requirements of this DOCUMENTS together with the submission of the documents, forms and instruments required for submission by this DOCUMENTS.

9.2 **Bid**

Each Bidder shall submit a Bid marked and sealed in envelope. Bid should contain Bid Security and Financial Offer as per following requirements:

9.3 **Bid Security:**

9.3.1 The Bid submitted by each Bidder must be accompanied by a Bid Securing of 2% of the annual offered contractual value in the form of demand draft/pay order in the name of Trading Corporation of Pakistan.

9.3.2 Any Bid not accompanied by a **Bid Security** or not in accordance with this DOCUMENTS, shall be rejected by the TCP as being non-responsive.

9.3.3 After the award of contract, the successful bidder shall be required to submit 5% of the annual contractual value contract value as **Performance Security** in shape of pay order within 7 days from the award of the contract.

9.3.4 If the Bidder or Successful Bidder (i) resorts to deceit and/or fraud in its dealings with the TCP (including the Evaluation Committee), its advisors, employees or agents or otherwise in relation to the award of the Contract; or (ii) is proven to have personally or through an intermediary, either directly or indirectly, offered or attempted to offer a bribe to any TCP's

employee involved with the Bid or the award of the Contract, then the Bidder's Bid and, if applicable, the said award, shall be cancelled and the Bid Security or the Performance Security (as the case may be) shall be forfeited, all without prejudice to any TCP's claim for ensuing damages and without prejudice to any criminal and/or administrative proceedings (or otherwise) in the country.

10. Financial Offer:

10.1 Each Bidder shall submit a Bid by completing Bid Form set out in **ANNEXURE-I**. Bidders shall not amend or change the form in any way.

10.2 The offer shall include all taxes, duties, levies or charges in accordance with Law.

10.3 If in case, any Bidder does not make provision of taxes, duties, levies or charges in its Bid, whether willfully or erroneously, such Bidder would be required to provide appropriate exemption certificate(s) or prove, as may be the case. Nonetheless, if the Authority receives any notice/receipt for such taxes or charges relating to the Contract, the same shall be passed on to the Successful Bidder to be processed and cleared accordingly.

10.4 The Bid shall be quoted in Pakistani Rupees. The Contract shall be awarded to the highest evaluated bidder.

11. Language of Bid

All Bids, and all correspondence and documents related to the Bid submitted by the Bidder to the TCP, shall be written in English.

12. Bid Validity Period

12.1 Bids shall remain valid for ninety (90) days as from the Bids Submission Deadline. A Bid valid for a shorter period shall be rejected by the TCP as non-responsive.

12.2 In exceptional circumstances, the TCP may solicit the Bidders' consent to an extension of the Bid Validity Period. The request and responses there to shall be made in writing. Such extension shall not be for more than ninety (90) days.

13. SUBMISSION OF BIDS:

13.1 Format and Signing of Bids

13.1.1 The Bidder shall prepare and submit Bid as specified in the Bid Data Sheet as Annex-I.

13.1.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or person(s) duly authorized to bind the Bidder to the contract. The letter of authorization shall be indicated by written power of attorney accompanying the Bid and submitted in accordance with Tender Document. All pages of the Bid, except for un-amended printed literature, shall be initialed by the person or persons signing such Bid.

13.1.3 The Bid shall contain no alterations, omissions or additions, unless such corrections are initiated by the person or persons signing the Bid.

13.2 Sealing and Marking of Bids

13.1.1 The bidder shall submit the Bid in the sealed envelope clearly marked **Bid for renting out of space for establishment of petrol pump at Landhi Godown**.

13.1.2 The envelopes shall indicate the name and address of the Bidder so that the Bid can be returned unopened in case it is declared "late" as specified in Tender document.

13.1.3 For the avoidance of doubt, it is expressly specified that the Bidders shall not be allowed to submit their Bids by e-mail.

13.2 Bids Submission Deadline

13.2.1 Bids should be dropped in the tender box placed on the reception counter of TCP on the 4th Floor, Block-B FTC Building Shahra-e-Faisal Karachi as per timeline and date i.e **11.00 am** on **26.06.2023**.

13.3 Late Bids

13.3.1 Any Bid received by the TCP after the Bids Submission Deadline for any reason whatsoever will be rejected and returned unopened to the Bidder.

13.4 Modification and Withdrawal of Bids

13.4.1 The Bidder shall not modify or withdraw its Bid after submission.

13.4.2 Any withdrawal of a Bid in the interval between the Bids Submission Deadline and the expiration of the Bid Validity Period specified in Tender document shall result in the Bidder's forfeiture of its Bid Security.

14 BIDS: OPENING AND EVALUATION

14.1 Opening and Preliminary Examination of Bids

The Bid opening committee shall open the Bids of each Bidder, in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the document. The Bidders' representatives shall bear identification and authorization documents issued by the Bidder. The Bidders' representatives who are present shall sign a register evidencing their attendance.

14.1.1 The Bid Opening Committee shall open the outer envelopes/boxes, one at a time, in the order in which the Bids were received, and take out the inner envelopes/boxes containing the Bids. These inner envelopes/boxes shall be placed on a table in open view of the public but shall remain sealed. The Bid opening Committee shall then declare the Bids opening proceedings ended.

14.1.2 At the opening of each Bid, the Bid Opening Committee shall announce the Bidders' names and any other details that it may consider appropriate.

14.1.3 The Bid Opening Committee shall prepare report of the Bids, including the information disclosed to those present.

14.2 Evaluation of The Bids

14.2.1 The Bid Evaluation Committee shall evaluate the bids. Each Bid shall be evaluated and ranked as per PPRA Rule and the method given in this tender document.

14.2.2 Arithmetic errors in the Bid, if any, will be rectified on the following basis: if there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its Bid will be rejected.

15 Evaluation Report

The results of the Evaluation of the Bids conducted by the Evaluation Committee in accordance with this section shall be reflected in the "Bids Evaluation Report" which shall be published on the TCP's official website and PPRA website and communicated to the Bidders on the date specified in the Estimated Timetable.

16. Signing of the Contract

Within seven (7) working days of the Notification of Award, the Successful Bidder shall sign the Contract with the TCP.

17. SIGNING OF TENANCY AGREEMENT:-

17.1 The Terms & Conditions , Bid/Offer submitted by the bidder and the Letter of acceptance issued by the TCP shall constitute the Contract between the TCP and the tenant.

17.2 The successful bidder shall sign the tenancy agreement as per standard format Annex IV. The successful bidder shall ensure the compliance of all terms & conditions of the tenancy agreement. After signing of tenancy agreement, the terms of tenancy agreement shall be treated as contract.

17.3.1 The tenancy agreement shall be signed for a period of minimum of 10 years, which is extendable upon mutual consent subject to increase of 10% annually. The tenant required to pay the difference amount of security deposit after every increase in rent. All the stamps duty and charges shall be paid by the tenant.

18. HANDING OVER THE POSSESSION OF RENTED PREMISES:

18.1 The tenant after fulfilling the required codal formalities, and after signing of the contract agreement, shall take over the possession of premises within 7 calendar days of signing of the tenancy agreement.

18.2 In case tenant does not take over the possession, TCP shall charge the rent w.e.f. date of signing of agreement.

18.3 The necessary repair / maintenance and relevant construction on the hired premises shall be arranged by the tenant after taking over the possession on its own expenses.

18.4 Before establishment of Petrol Pump the Company will be responsible to obtain NOCs from relevant authorities from its own expenses whatsoever.

18.5 Any expense incurred by the tenant for construction or repair / maintenance within the premises shall not create any kind of right of tenant to claim its incurred expenditure from TCP.

18.6.1 The space shall be handed over to the successful bidder/company in vacant condition.

919. **ARBITRATION:**

Any dispute / difference, arising between the parties regarding interpretation or effect of the rent agreement or any clause hereof, the same shall be referred to the Chairman, TCP whose decision shall be final and binding upon both the parties.

Annexure-I

TRADING CORPORATION OF PAKISTAN (PRIVATE) LIMITED

BID FORM

I _____ S/o _____ have the representing the following detailed Company (OMC) hereby declare that I/our authorized representative have inspected TCP's Godowns at Landhi and after satisfaction with regards to its location and condition and terms & condition of this Tender documents and tenancy agreement to be signed in case of award of contract, I am submitting this offer for an on behalf of following detailed Firm/Company:

Name of the Company (OMC) _____

Postal address _____

_____

National Tax No. _____

Sales Tax No. _____

2. Details of space

Space (As is where is basis)	**Total Space Required in Sq. ft.**	**Offered Rent Per sq. ft./per month inclusive of all taxes, levies etc.**
TCP's Grain Godown,Landhi facing to the main Road, near 89 Bus Stop, Landhi, Karachi.		

* Photocopies of this Bid Form and additional sheets can also be used on the letterhead, if required.

3. Our offer/bid for rent is per square feet per month is inclusive of all applicable taxes,

4. We have read the terms and conditions of Tender No. TCP/EM&S/Petrol Pump, dated 07.06.2023 and hereby accepts all the terms and conditions of the tender.

Yours faithfully,

Signature : _____
Name : _____
Designation : _____
CNIC No. : _____ (copy enclosed)

ANNEXURE "II"

APPLICATION/COVERING LETTER

[The application/covering letter is to be submitted by the Bidder]

DGM Incharge
Real Estate Management and Services
Trading Corporation of Pakistan Private Ltd.
Ministry of Commerce

Date: _____
Place: _____

Dear Sir(s),

RENTING OUT OF ROAD FACING SPACE/ LAND AT TCP'S LANDHI GODOWN FOR ESTABLISHMENT OF PETROL PUMP

This is with reference to the captioned matter.

Please find enclosed one (1) original (certified to be true copies of the original) of our Bid (the "**Bid**") for "RENTING OUT OF ROAD FACING SPACE/ LAND AT TCP'S LANDHI GODOWN FOR ESTABLISHMENT OF PETROL PUMP" in response to the TENDER DOCUMENTS issued by the Deputy General Manager Incharge, Trading Corporation of Pakistan (TCP) Private Ltd. of Government of Pakistan dated 07.06.2023 (the "**TENDER DOCUMENTS**");

We hereby confirm the following:

1. The Bid is being submitted by (name of the Bidder) who is the Bidder comprising (mention the names of the entities), in accordance with the conditions stipulated in the TENDER DOCUMENTS;

2. We have examined in detail and have understood and fully accepted the terms and conditions stipulated in the TENDER DOCUMENTS and in any subsequent communications issued by the TCP and hereby agree and undertake to abide by all such terms and conditions. Our Bid is consistent with all the requirements of the TENDER DOCUMENTS and of any subsequent communications from the TCP;

3. We hereby represent that the information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the TENDER DOCUMENTS, and is correct to the best of our knowledge and understanding. We would be solely liable and responsible for any errors or omissions in our submissions and for any error, omission, defect or deficiency in our Bid;

4. We further hereby represent that we are permitted and authorized under the applicable laws and our corporate documents to submit the Bid for the for establishment of Petrol Pump and our submission of the same will not conflict with result in the breach of or constitute a default under any applicable laws or any covenant, agreement, understanding, decree are a party or by which we or any of our properties or assets is bound or affected;

5. Further, we hereby represent that (mention name(s) of the entities that are Promoter(s)/Parent Company(s) to satisfy the legal requirements laid down in the TENDER DOCUMENTS;

6. We as the Bidder, designate Mr./Ms. [----------.] (mention name, designation, contact address, phone no., fax no., email ID, etc.), as our authorized representative and signatory who is

authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on our behalf in respect of the hiring the land the for Petrol Pump. [A Power of Attorney from the [Bidder] authorizing the undersigned as the authorized representative, signatory and contact person who is authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Petrol Pump is included as a part of the Bid.

FOR AND ON BEHALF OF:
[Insert name of the Company]

Signature: _____

Name: _____
(Authorized Representative/Signatory)

CNIC No.: _____

Designation: _____

List of Enclosures:

i. Basic Information (including but not limited to the following information) of the Bidder, as detailed including an up-to-date list of shareholders or members or stakeholder of the Bidder;

(a) Legal name;
(b) Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address.

ANNEXURE "III"

BID DATA SHEET

The following Bid-specific data shall supplement the provisions in TENDER DOCUMENTS.

S. No.	PROJECT NAME	Renting Out Of Road Facing Space/ Land At Tcp's Landhi Godown For Establishment Of Petrol Pump
1.	Address and Contact Person of the TCP:	Name: Muhammad Asif Rajpar Designation: Deputy General Manager Contact #:021-99202721 Address: 4th Floor, Block-B FTC Building Shahra e Faisal Karachi Email: asifrajper@tcp.gov.pk
2.	Address for Submission of Bids, Bid Modifications and Bid Withdrawals *[All Bids need to be submitted/sent to this address. Bids submitted/sent elsewhere will not be considered]*	Name: Muhammad Asif Rajpar Designation: Deputy General Manager Contact #:021-99202721 Address: 4th Floor, Block-B FTC Building Shahra e Faisal Karachi Email: asifrajper@tcp.gov.pk
3.	Number of Copies of Bids	**Proposal** One (1) printed original
4.	Bids Submission Deadline	1100 hours on 26.06.2023
5.	Place and Time of Bids Opening	26.06.2023 at 1130 hours in the Board room of Principal Office of Trading Corporation of Pakistan, 4th Floor Block-B, FTC Building Karachi

Annex-IV

TENANCY AGREEMENT

1. This agreement is made at _____ on this _____ between Trading Corporation of Pakistan (Pvt.) Limited having their office at 4th& 5th Floor, Block-B, FTC Building, Shahra-e-Faisal, Karachi, through its, authorized General Manager (REM&S), (hereinafter called as Landlord, which expression, wherever the context so permits, shall mean and include its, successor-in-interest, administrators, and assigns) the party of the First Part.

AND

2. M/s. _____ having their office at _____ , through its authorized representative _____ (hereafter called as Tenant) which expression, wherever the context so permits, shall mean and include its heirs, successors interest administrators, attorney/executors and assigns) party of Second Part.

WHEREAS, the 2nd party has agreed with 1st party to take the ---------- measuring ---------- **sqr. ft.,** for the period of ----------on monthly rental basis **@ Rs. --------- per sqr. ft. per month (Inclusive of taxes)** located at TCP's Landhi Godown, Karachi, or part thereof for establishment of Petrol Pump.

NOW, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:-

1- That the said premises have been rented out for the purpose of establishment of Petrol pump at its own cost for construction / setting up of a petrol pump.

2- That TCP shall hand over the vacant and peaceful possession of the premises ---------- to the tenant on ----------. Hence, this tenancy agreement will comes in force **w.e.f ---------- to ---------** and shall be valid for a period of **10 years** extendable with mutual consent subject to 10% increase of rent after every 11 months, which may be extendable by mutual consent on such terms and conditions to be agreed between them.

3- Before establishment of petrol pump, the company/tenant will be responsible to obtain NOCs from the concerned authorities/Government Agencies/Department required for installation/establishment of petrol pump. The tenant shall arrange the amount involved for construction of the petrol pump at its own cost.

4- Security and safety of the Petrol Pump shall be sole responsibility of the Tenant.

5- The Tenant shall arrange the required Insurance of the structure of the rented premises from National Insurance Company Limited (NICL) and at its own cost. Tenant shall not be allowed to perform any activity in the rented premises, which is not admissible as per Insurance Policy. Besides, the tenant shall also arrange insurance of their goods and equipments under intimation to TCP.

6- The tenant has submitted the Cheque ---------- amounting to ----------/- being Security Deposit amount equivalent to three (3) months rent for rented premises at the time of execution of the tenancy agreement which would be returned to the tenant after vacation of the space and issuance of

NOC from Godown Incharge of TCP. The tenant has also submitted (__) post dated cheques of different dates, in respect of rent for the period of 11 months.

7- During the Occupancy period, services and maintenance of the hired premises shall be arranged by the tenants themselves on their own. However, alteration, modification and any installation shall be allowed on the permission/NOC by TCP in advance.

8- The monthly rent of rented premises is payable, inclusive of all applicable taxes on rent. The rent shall be payable in advance by 15th day of each calendar months. The tenant has submitted the post-dated cheques in respect of monthly rent for the tenancy period.

9- The utility services (Electricity & Telephone etc) and water for day to day use shall be arranged by tenants themselves and the TCP will provide NOC, if required by the KW&SB / KE/ PTCL.

10- The TENANT shall vacate and handover peaceful vacant possession of the rented premises to TCP before/on expiry date of the agreement, failing which they shall be liable to pay to TCP @ **Rs.50,000/-** (Rupees Fifty Thousand only) per day till vacation of the hired premises.

11- That the tenant, on expiry / termination of tenancy agreement, shall hand over vacant possession of the premises peacefully to TCP without hindrance/excuses/reasons whatsoever.

12- That the space shall not be used for public meetings and social gatherings.

13- That TENANT shall not use the rented premises for any purpose other than it is rented for.

14- That the TENANT shall not sub-let the said space or part with its possession to any body.

15- In case the tenant failed to pay / deposit monthly rent on giving due date as per agreement. The penalty of Rs.1,000/- per day will be charged by the landlord.

16- That the tenant will be ejected from the said premises without any notice by the landlord (TCP) if they fail to pay the monthly rent for continuously three months or the default outstanding amount against tenant reaches upto the amount equivalent to three months' rent (tax and utility charges shall also be treated as part of outstanding amount).

17- Taxes would be applicable as per law, where tenant is a withholding agent; they may deduct the amount of tax under respective laws and shall furnish duly paid challan / CPR of deducted taxes to TCP within 15 days following the close of a month.

18- That any breach of the above terms and conditions by Tenant, they shall be liable for eviction from the rented premises forth-with.

19- That the TENANT will be responsible for safety of space during their occupancy. The premises/space are "no smoking area". Therefore staff employed by TENANT will have to observe "no smoking" and "fire protection" measures and other rules and regulation of TCP/godowns during the occupancy period at ---------- Godown. If any damage is caused to store / property during their occupancy period due to TENANT's operation, compensation of damages will be given by the TENANT as claimed by TCP (Landlord). The TENANT will also fully indemnify the landlord in every respect.

20- That it will be the responsibility of the tenant to arrange/install fire extinguishers by a reputed company and a certificate must also be forwarded to the landlord (TCP) every year certifying that the fire extinguishers so installed are not expired and that they are in complete functional condition.

21- Any dispute / difference, arising between the parties regarding interpretation or effect of the rent agreement or any clause hereof, the same shall be referred to the Chairman, TCP whose decision shall be final and binding upon both the parties.

22- IN WITNESS THEREOF THE RESPECTIVE Parties, named above have set and subscribed their hands here at Karachi on the date and month the first mentioned above.

FOR AND ON BEHALF OF THE	**FOR AND ON BEHALF OF THE TRADING CORPORATION OF PAKISTAN (PVT.) LTD., KARACHI**
Name : _____	Name :
Designation : _____	Designation :
CNIC No. : _____	CNIC No. :
Witness-1 : _____	Witness-2 :
CNIC No. : _____	CNIC No. :