**TERMS & CONDITIONS FOR EDIBLE STALL / CANTEENS / FOOD COURT located AT __________________, LAHORE**

1. Only NTN holders (active filers) individuals, sole proprietors, firms, AOP etc. will participate in the auction.

2. An affidavit on legal stamp paper (original) will be provided by the bidder that he / she is not black listed from any Government Department.

3. After final proposal / submission, no alteration whatsoever will be accepted by the Authority.

4. The whole process of auction will be governed under applicable laws of Government of Punjab.

5. Lease period will be for three (03) years initially extendable for another term of three years only with the consent of Authority.

6. Rentals will be increased at rate of 10% per annum.

7. Rentals will be payable on yearly basis, fifteen days before start of next year.

8. All Government taxes are applied.

9. Authority can reject all proposals or may cancel the bidding process at any stage before acceptance of any proposal on may cancel all bidding process at any stage.

10. The Lessee shall deposit a security in favour of the Authority which shall be refundable only on successful completion of lease, on clearance of all Government / PHA dues, and subject to the condition that the lessee has not altered any construction / installation of PHA and has not altered the approved plan of the Food Kiosk.

11. Successful bidder will be bound to deposit advance rent of first year within seven days of issuance of acceptance letter. Failing to respond his bid security will be confiscated.

12. Security of successful bidder will be refunded only after completion of lease period.

13. If the Lessee does not pay rent as provided above mentioned clauses, he shall be deemed as willful defaulter of the Authority and the lease shall stand cancelled; the security deposit by the Lessee shall stand forfeited in favour of the Authority.

14. The Authority shall allow appropriate number of chairs and tables in the vicinity of the Food Kiosk. The design and color scheme will be approved by the Authority.

15. Before acceptance of any proposal bid security of first three bidders will be withheld.

16. PHA will have the Authority to supervise all the operations of lessee in connection with the lease and may impose suitable penalty on any violation which may include fine or closure of business in case of any act of lessee against the standing instructions of the Authority overcharging misbehavior with customers or lack of cleanliness at site, etc. a fine upto Rs.5000/- per day shall be imposed on him till such time, instructions of PHA are fully complied.

17. Successful bidder / lessee will abide by the instructions issued by Authority from time to time.

18. Allocated place shall be used only for the specified purpose / business.

19. The lessee shall neither sub-let, nor have any additional business. In case of violation PHA shall have the Authority to seal the premises forthwith.

20. In case the Lessee desires to abandon his business or running the establishment before expiry of the period of lease, he shall have to surrender the security deposit against this agreement. He shall not be entitled for refund of advance payment made to the Authority on any account relating to the lease.

21. The Lessee shall accommodate all his stocks/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement, etc.

22. The Lessee shall beautify and landscape the immediate surroundings in consultation with the Authority at his own expenses.

23. The Lessee shall have to comply with directions of the Authority in connection with periodic upkeep of the premises and surrounding areas. The establishment shall be kept clean/clear and maintained by the Lessee. He shall not cause nuisance to the neighbors or the visiting public.

24. The Lessee shall not destroy greenery / plants around his Food Kiosk and in case of any harmful act by the Food Kiosk Staff, the lessee shall be responsible to replace the same at his cost.

25. Size and design of the board of the establishment shall be got approved from PHA.

26. Design of the establishment shall be environment friendly and shall require prior approval of the Authority.

27. Annual maintenance in respect of repair, painting, etc will be carried out by the Lessee at its own expenses.

28. During the lease period, the Lessee will not make any alteration in the existing space of the Food Kiosk with the consent of the Authority.
29. Nature of business as allowed will be randomly inspected and checked by the Authority to see the proper quality and cleanliness, etc. The advice of the PHA shall be adhered. The lessee will be bound to observe all Government laws in canteens with operations of the Food Kiosks.

30. Approved rate list by Competent Authority must be displayed at prominent place, clearly visible to the public. The lessee shall not charge any extra amount in shape of service charges, table charges, waiter commission etc.

31. In case the lessee desires to utilize facilities such as electricity, telephone, Sui Gas, water supply & drainage etc, he will have to make his own arrangement for the same by referring directly to the concerned agency for which NOC would be issued by the Authority or the Authority may provide sub-meter whatever the situation deems suitable. The lessee shall have to clear the bills well in time and also maintain record of such payments that can also be checked by PHA. The Lessee will not be provided any remedy on behalf of these facilities in any court of law.

32. The Lessee shall strictly observe timings of running its business as allowed by the Authority.

33. If the Lessee fails to deposit rent within the stipulated date, i.e. 15 days prior to the beginning of the next term contract shall be deemed as cancelled. However the Authority under special circumstances if finds any justification for delay, can condone the same upto 15 days. No condonation shall be made beyond such period and agreement shall remain cancelled. The possession shall be taken over by the Authority after issuance 3 days notice to the Lessee so that anything lying inside could be handed over to the Lessee. In case of failure of lessee to join possession proceedings and to receive his stock / article if any lying inside, will be deemed as confiscated and will be disposed of by the Authority as per his own choice without intervention of the court after a period of one month.

34. If the Lessee does not pay rent as provided above mentioned clauses, he shall be deemed as willful defaulter of the Authority and the lease shall stand cancelled; the security deposit by the Lessee shall stand forfeited in favour of the Authority.

35. Any outstanding dues against the Lessee shall be recovered under section 27 of the PHA Act-2012 or through any other mode deemed appropriate under laws of Government.

36. The tenure of this agreement shall be three (03) years only. The Lessee hereby undertakes that he shall immediately leave possession of the site on the expiry/termination of lease period, simultaneously handing it over to the Authority or on the expiry of the extended period, if any. If the Lessee continues to occupy the project site after expiry of the lease period, he shall be bound to pay rent @ three times the rent of the previous year beside any other remedy available to the Authority.

37. The Authority reserves the right to shift the allocated area to any other suitable place or dismantle the same to provide space for development as and when required due to unavoidable circumstances in public interest.

38. This lease can be terminated at any stage by the Authority, in case of violation of any of the clauses of this agreement. The Authority may terminate this lease after giving 03 days notice to the Lessee to fix the violation/issue, and in case the Lessee is unable rectify the violation within 03 days, the Authority may terminate this agreement. In which case the security and advance rentals paid by the Lessee to the Authority under the agreement shall stand forfeited and Authority shall take over possession of the allocated area.

39. The Lessee shall solely be responsible for any loss or damage to building/his business at the site of the establishment and the Authority is indemnified to the fullest extent. The Lessee shall be responsible for ensuring safety of the visiting public and his own employees and PHA shall in no way be responsible for any damage to the life and property of the visiting public or his employees caused by the use for visit to the establishment and the Lessee hereby indemnifies PHA and all its employees against any damage to life and property of the visiting public and his employees.

40. The Lessee shall furnish all information regarding its employees / staff deployed at the premises alongwith attested photocopies of National Identity Card.

41. In case of any dispute between the parties including the termination of agreement it shall be referred for arbitration to Secretary HUD & PHED. PHA who will be sole arbitrator his decision shall be binding upon the parties which will not be challenged before any authority or court whatever that may be.

42. The preamble hereof shall be deemed an integral part of this agreement.

43. Any other matter connected with this lease that has not been specified in the aforementioned clauses, shall be dealt with and decided by the Authority after affording opportunity of hearing to the Lessee. The Lessee shall abide by such decision and shall not go in litigation against such decision before arbitration.
1. Only NTN holders (active filers) individuals, sole proprietors, firms, AOP etc. will participate in the auction.

2. An affidavit on legal stamp paper (original) will be provided by the bidder that he / she is not black listed from any Government Department.

3. After final proposal / submission, no alteration whatsoever will be accepted by the Authority.

4. The whole process of auction will be governed under applicable laws of Government of Punjab.

5. The lessee will provide four (04) of Buggies.

6. Lease period will be for three (03) years initially extendable for another term of three years only with the consent of Authority.

7. Rentals will be increased at rate of 10% per annum.

8. Rentals will be payable on yearly basis, fifteen days before start of next year.

9. All Government taxes are applied.

10. Authority can reject all proposals or may cancel the bidding process at any stage before acceptance of any proposal on may cancel all bidding process at any stage.

11. The Lessee shall deposit security in favour of the Authority which shall be refundable only on successful completion of lease, on clearance of all Government / PHA dues, and subject to the condition that the lessee has not altered any construction / installation of PHA and has not altered the approved plan of the Buggi.

12. Successful bidder will be bound to deposit advance rent of first year within seven days of issuance of acceptance letter. Failing to respond his bid security will be confiscated.

13. Security of successful bidder will be refunded only after completion of lease period.

14. If the Lessee does not pay rent as provided above mentioned clauses, he shall be deemed as willful defaulter of the Authority and the lease shall stand cancelled; the security deposit by the Lessee shall stand forfeited in favour of the Authority.

15. Before acceptance of any proposal bid security of first three bidders will be withheld.

16. Successful bidder will be bound to acquire all type of licenses (if any) as required by Government of running of this business.

17. The route will be kept clear of wastage / dung and appropriate measures to stop spreading of wastage shall be taken.

18. Successful bidder shall operate Buggi Services for the ride / amusement of visitors of the park and shall charge Rs.60/- from each rider against one trip on prescribed route. The amount of ticket shall remain same i.e. Rs.60/- for agreement period.

19. Successful bidder may install two cabins for selling of tickets as per design, size and place approved by Authority.

20. Successful bidder shall follow the route prescribed by the Authority for the running of Buggi.

21. Contract holder will install proper ticketing system with prior approval of PHA.

22. Contract holder will be bound to provide details of his staff immediately after permission similarly any change in the staff should be communicated immediately.

23. After expiry of contract period, contract holder will be bound to hand over track in the same proper condition as handed over to him.

24. Periodical Medical checkup report of staff will be provided to the department.

25. In case of any complaint received against successful bidder or his employee, the PHA shall deal with it according to its nature and gravity and the decision of PHA shall be final and binding.

26. He will also be responsible to get his horses medically examined regularly by certified professionals and ensure timely vaccination.

27. All up front and future maintenance will be done by lessee.

28. No advertisement will be allowed on the buggi.

29. Service provider will observe proper cleanliness and hygienic standards at the track and surroundings. He will also be responsible for cleanliness of the area used as stable for horses.

30. PHA will have the Authority to supervise all the operations of lessee in connection with the lease and may impose suitable penalty on any violation which may include fine or closure of business in case of any act of lessee against the standing instructions of the Authority overcharging misbehavior with customers or lack of cleanliness at site, etc. a fine upto Rs.5000/- per day shall be imposed on him till such time, instructions of PHA are fully complied.

31. Successful bidder / lessee will abide by the instructions issued by Authority from time to time.

32. Allocated place shall be used only for the specified purpose / business.

33. The lessee shall neither sub-let, nor have any additional business. In case of violation PHA shall have the Authority to seal the premises forthwith.

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<td><strong>The Lessee shall be responsible for ensuring safety of the visiting public and his own employees and PHA shall in no way be responsible for any damage to the life and property of the visiting public or his employees caused by the use for visit to the establishment and the Lessee hereby indemnifies PHA and all its employees against any damage to life and property of the visiting public and his employees.</strong></td>
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<td><strong>Successful holder shall keep the train interior and exterior neat and clean and shall provide uniform to his staff member.</strong></td>
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13. If the Lessee does not pay rent as provided above mentioned clauses, he shall be deemed as willful defaulter of the Authority and the lease shall stand cancelled; the security deposit by the Lessee shall stand forfeited in favour of the Authority.

14. Before acceptance of any proposal bid security of first three bidders will be withheld.

15. Train Operator will keep the track clean and will take all precautionary measures for avoiding every type of pollution / disturbance.

16. Contractor will observe all SOP’s to avoid any damage to the train and passengers.

17. Successful bidder shall operate Soft Wheel Trains (02 Nos.) for the ride / amusement of visitors of the park and shall charge Rs.60/- from each rider against one trip on prescribed route. The amount of ticket shall remain same i.e. Rs.60/- for three years.

18. Ticket rate will be displayed at prominent place, clearly visible to the public. The lessee shall not charge any extra amount in shape from the visitors.

19. Contract holder will install proper ticketing system with prior approval of PHA.

20. Contract holder will be bound to provide details of his staff immediately after permission similar any change in the staff should be communicated immediately.

21. After expiry of contract period, contract holder will be bound to hand over train and its track in the same proper condition as handed over to him.

22. Periodical Medical checkup report of staff will be provided to the department.

23. In case of any complaint received against successful bidder or his employee, the PHA shall deal with it according to its nature and gravity and the decision of PHA shall be final and binding.

24. All up front and future maintenance will be done by lessee. Successful bidder shall be responsible period will return trains to Authority in running condition, at the end of agreement.

25. No advertisement will be allowed on the train.

26. PHA will have the Authority to supervise all the operations of lessee in connection with the lease and may impose suitable penalty on any violation which may include fine or closure of business. In case of any act of lessee against the standing instructions of the Authority overcharging misbehavior with customers or lack of cleanliness at site, etc. a fine upto Rs.5000/- per day shall be imposed on him till such time, instructions of PHA are fully complied.

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31. Successful bidder may install two cabins for selling of tickets as per design, size and place approved by Authority.

32. Nature of business as allowed will be randomly inspected and checked by the Authority to see the proper quality and cleanliness, etc. The advice of the PHA shall be adhered. The lessee will be bound to observe all Government laws in Train with operations of the Trains.

33. Train operator will keep the track clean and will take all measures in order to avoid every type of pollution.

34. The Lessee shall strictly observe timings of running its business as allowed by the Authority.

35. If the Lessee fails to deposit rent within the stipulated date, i.e. 15 days prior to the beginning of the next term contract shall be deemed as cancelled. However the Authority under special circumstances if finds any justification for delay, can condone the same upto 15 days. No condonation shall be made beyond such period and agreement shall remain cancelled. The possession shall be taken over by the Authority after issuance 3 days notice to the Lessee so that anything lying inside could be handed over to the Lessee. In case of failure of lessee to join possession proceedings and to receive his stock / article if any lying inside, will be deemed as confiscated and will be disposed of by the Authority as per his own choice without intervention of the court after a period of one month.

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39. The Authority reserves the right to shift the allocated area to any other suitable place or dismantle the same to provide space for development as and when required due to unavoidable circumstances in public interest.

40. This lease can be terminated at any stage by the Authority, in case of violation of any of the clauses of this agreement. The Authority can terminate this lease after giving 03 days notice to the Lessee to fix the violation/issue, and in case the Lessee is unable rectify the violation within 03 days, the Authority may terminate this agreement. In which case the security and advance rentals paid by the Lessee to the Authority under the agreement shall stand forfeited and Authority shall take over possession of the allocated area.

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