TERMS AND CONDITIONS OF CONTRACT AGREEMENT

1. The contract will be initially for the period of "One Year" and extendable to three (03) tenures of twelve calendar months with the escalation of 05% of the bid quoted amount, subject to mutual consent of both parties and based on satisfactory performance. The Resident Engineer, QMMB, can apply family restrictions or any other restrictions at any time during the contract period. The party of the second part will obey the instructions issued by the Resident Engineer QMMB from time to time.

2. If Quaid-i-Azam Mazar Management Board notifies free of cost entry to Bagh-e-Quaid-i-Azam for the public, then the contract will be terminated without any prior notice and that will be unchallengeable at any Court of Law.

3. The contractor will charge Rs.50/- (Rupees: Fifty Only) per visitor as per the following:

S#	Description	Charges
i.	Local Visitors	Rs. 50/-
ii.	Foreign Visitors	Rs. 50/-
iii.	Official Delegations	Free
iv.	QMMB Staff and outsourced contractor's staff	Free
v.	Field Trips for Schools/College/University Students	Free
vi.	Senior Citizens above 60 years, special persons and infants.	Free
vii.	National Days (23rd March, 14th August, 06th September, 11th September, 25th December)	Free

4. The opening and closure timings of Bagh-e-Quaid-i-Azam and Quaid-i-Azam Mazar will be from 09:00am till sunset, however, the timings can be reduced by the Resident Engineer QMMB due to the security or other reasons during the entire period of contract for which the party of the second part shall have no objection and no any claim of financial compensation will be entertained.

5. The contractor will deploy sufficient number of staff duly security cleared by the Special Branch of Sindh Police for collection of maintenance charges at designated location within Bagh-e-Quaid-i-Azam. The verification of all staff of the contractor by the Special Branch of Sindh Police will be the sole responsibility of the Contractor.

6. The party of the first part can terminate the contract without assigning any reason with one month's prior notice. However, if the party of the second part wants to discontinue the contract, then a prior written notice addressed to Resident Engineer QMMB atleast sixty (60) days before the termination of the same will be served by the party of the second part.

7. The contractor shall be liable to pay to the Quaid-i-Azam Mazar Management Board, against all the damages that might occur due to the negligence of the contractor.

8. The contractor shall abide by all directions/instructions issued by the Resident Engineer from time to time in the interest of the Government and the Public during the entire period of the contract.

9. The Resident Engineer, QMMB shall be at liberty to change, alter, or amend the existing terms and conditions or the schedule as and when required.

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10. The contractor shall bind his employees/agents/ staff deputed for the collection of maintenance charges to always keep with them identity card to be issued by the contractor.

11. The contractor will arrange the display of the rate of maintenance charges, Rs.50/- (Rupees: Fifty Only) at the ticket collection counter and the same shall not be disfigured.

12. The Resident Engineer, QMMB shall have the right to call upon the contractor to change his agent/employees, if any are considered by him to be undesirable persons for one reason or another. Failure to do so within 03 days of receipt of such order, shall cause the contractor to face such necessary action as deemed suitable by the Resident Engineer, including termination of contract.

13. The contractor shall not object to inspection by the QMMB, officials. The contractor shall also be bound to comply with the instructions of the inspection team designated by Resident Engineer QMMB.

14. The attendants and other personnel working in connection with the maintenance charges collection contract shall wear neat and clean cloths during the duty hours provided by the contractor.

15. This agreement shall be governed by the Law of Pakistan for the time being in force. In case of any dispute arising from the agreement between parties, the matter shall be referred to the Accountant General Sindh / Acting Honorary Treasurer QMMB, whose decision shall be final and binding on both parties.

16. The tenure of the contract can be shortened at any time. In case the tenure of the contract is shortened, the contractor will pay to QMMB, accordingly on a pro-rata basis.

17. The selected contractor at his own cost may install the ticketing system proposed in the technical proposals by the contractor. The tickets will be issued to visitors against payment of the prescribed fee. The format of tickets shall be approved by the Resident Engineer QMMB.

18. The contractor cannot sell any eatables in the area provided by QMMB for collection of maintenance charges from the visitors of Bagh-e-Quaid-i-Azam.

19. The contractor shall be personally responsible for the commission or omission on the part of his employees.

20. In the event of the death of the contractor, his heirs will be entitled to carry on the contract for the remaining period upon execution as a similar fresh agreement within fifteen days of the event, failing which the contract shall stand rescinded at the risk and cost of the said heirs. In case of more than one partner, on the death of any of them, if the heirs of the deceased partners do not execute the agreement within the aforesaid period, the Resident Engineer QMMB shall be at liberty to treat the serving partner or partners as contractors for the remaining period of the contract.

21. Mazar-e-Quaid shall remain opened for seven (07) days throughout the week. However, a calendar year, the following days shall be the free entry days for visitors of Bagh-e-Quaid-i-Azam and Quaid-i-Azam Mazar:

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S. No.	Day/ Date	Number of Days
1	23rd March	01
2	14th August	01
3	06th September	01
4	11th September	01
5	25th December	01

In addition to the above, Bagh-e-Quaid-i-Azam and Quaid-i-Azam Mazar shall remain closed for Visitors during a Calendar Year for the following days:

S. No.	Day/ Date	Number of Days
1.	13th August	01
2.	05th September	01
3.	24th December	01
4.	8th 9th 10th Muharram-ul-Harram	03
5.	Chehlum (10th Safar)	01
6.	Youm-e-Ali (21st Ramzan)	01
7.	12 Rabi-ul-Awal	01

22. In addition to above, the collection points may remain closed for an hours or full day due to several reasons such as the visit of official delegations, rehearsals days for the national events, security situations and political or religious processions in the vicinity, whose occurrence and frequency cannot be pre-determined. However, if Bagh-e-Quaid-i-Azam and Quaid-i-Azam Mazar remains closed for continuous three (03) days or more due to security or any other reason, the financial compensation for the closed days may be provided to the contractor on pro-rata basis by the party of the first part with the approval of Resident Engineer QMMB.

23. It is to be noted that no financial compensation will be given to the contractor for closed days as mentioned in the table at para-21.

24. The company/firm will furnish a certificate to the effect that no relative(s) of the Directors / Proprietors of the company/ firm are working in Quaid-i-Azam Mazar Management Board (QMMB). In case of breach of this condition, the contract will be liable to be cancelled at any stage.

25. The contractor shall ensure that the flow of the public is maintained without any hindrance in the area of Collection of Maintenance Charges Fee.

26. The contractor will assign uniformed staff members with equipment to each facility to perform required services during the designated hours of operation and to open and close each entry fee collection facility at the times designated by the Quaid-i-Azam Mazar Management Board (QMMB).

27. The contractor will establish procedures to safeguard all monies collected by their employees.

28. The contractor will note any hazardous conditions that might appear to warrant action and report these conditions immediately through telephonically to the security team in place.

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29. The contractor will be responsible for lighting fixture defects and bulb replacement requirements in the entry collection point's area.

30. The contractor shall provide and install necessary fixtures and furniture in the collection area or attendant's booth, including but not limited to, a computerized cash register, and security locks.

31. The contractor shall bear all expenses towards operation of the entry fee through the entire period of the contract and shall not claim any additional expenses for that purpose.

32. The party of the second part will display "Placard" to this effect at ticketing booths.

33. In case of overcharging of complaint, misbehavior with the visitors, or any of the breach of clauses of this contract agreement, the contractor will be notice or fine of Rs.15,000/- (Rupees; Fifteen Thousand Only) per event or both. After three (03) times imposition of fines in a year, the contract may be terminated without any notice or compensation.

34. Following any notification or act of intent to withdraw prematurely, the Contractor is explicitly and legally bound to continue managing, manning, and operating the visit-entry ticket gates uninterruptedly. All operations must persist under the exact same financial terms, contracted lease rates, and approved ticket price caps until a fresh competitive bidding process is completed and an incoming firm is formally awarded the contract by the Procuring Agency.

35. Under no circumstances shall the Contractor lock the booths, remove essential ticketing staff, or obstruct public entry. Any halt in gate operations shall authorize the party of the first part to exercise immediate, unconditional step-in rights to occupy the facilities and collect public revenue directly, without prejudice to legal remedies.

36. Upon any unilateral withdrawal or default event by the party of the second part, the Security Deposit, deposited along with any advance installments / payments currently held with the party of the first part account shall be unconditionally and totally forfeited in favor of the Honorary Treasurer QMMB.

37. If the Contractor causes operational delays, artificially creates long public queues, or acts in a non-cooperative manner during the contract period, a fine of amounting to Rs.500/- per day shall be levied and recovered from any-outstanding dues or property on-site.

38. In strict adherence to the statutory mechanisms of PPRA Rule 25, due to the established performance failure and flagrant breach of contractual obligations during execution, the party of the first part shall initiate formal administrative debarment proceedings against the firm as per the relevant procedure of PPRA Regulations 2026.

39. **<u>Force Majeure</u>**:

i) Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by force majeure. The expression "Force Majeure" shall mean cause or causes beyond the control of either party, that may intervene after the formation of the contract and which may cause delay or in any way impede its performance, namely industrial disputes, floods or any other natural catastrophe, fire, war, insurrection, embargo, strikes or any other circumstances beyond the control of both the parties.

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ii) The party of the second part will not be entitled to claim any rebate due to any reason or temporary closure of the Mausoleum for official delegation etc. The offer of the party of the second will be final and will not be subject to any rebate for whatever reason.

40. **Mode of Payment:**

i. The bidders shall deposit Rs.2,700,000/- (Rupees: Two Million Seven Hundred Thousand Only) as earnest money/bid security in the shape of a pay order to be drawn in favor of the Honorary Treasurer, Quaid-i-Azam Mazar Management Board. The pay order must be enclosed along with the offer/bid. However, the original pay order shall be reached to the Office of the Resident Engineer, QMMB before the closing time of submission of bids.

ii. Pay orders of the unsuccessful bidders/firms will be returned after completing the requisite formalities. However, earnest money of successful bidder/firm will be withheld and considered as "Security Deposit", and will be retained till the completion of the contract.

iii. The Letter of Intent (LoI) shall be issued to the highest quoted bidder upon completion of the prescribed bidding process. In the event that the successful bidder declines or fails to accept the Letter of Intent, the earnest money/bid security deposited by the bidder shall be forfeited.

ii. The successful highest quoted bidder has to deposit 20% of its quoted amount in advance in the shape of a pay order in favor of Honorary Treasurer, Quaid-i-Azam Mazar Management Board, within seven (07) days of opening of financial bids.

iii. The successful highest quoted bidder/firm has to deposit the remaining 80% of its quoted amount in the shape of a pay order in favor of the Honorary Treasurer, Quaid-i-Azam Mazar Management Board in equal installments for which the schedule of payment will be issued by QMMB, after the signing of the contract agreement.

iv. The successful highest quoted bidder/firm shall be liable to pay each installment to QMMB by the 07th day of completion of each respective month, failing which a penalty of Rs.500/- (Rupees: Five Hundred Only) per day shall be imposed unless the same is waived by the Resident Engineer, Quaid-i-Azam Mazar Management Board, Karachi (party of first part) under special circumstances which are to be explained in writing by the successful highest quoted bidder/firm.

41. If the Contractor unilaterally terminates, abandons, vacates, or prematurely withdraws their operations from the Bagh-e-Quaid-i-Azam and Quaid-i-Azam Mazar prior to the scheduled expiration date of the Contract Agreement without the explicit, advance written authorization of the party of the first part, such act shall be legally defined as an absolute performance failure and a fundamental material breach of the contract. This execution failure shall immediately trigger default proceedings under the applicable Public Procurement Regulation 2026.

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