

**Rental for Underpass Shops at Gulbahar
Chowk in Peshawar BRT Bus Stations
Terms and Conditions/Instructions to Bidders**

TransPeshawar (The Urban Mobility Company) invites sealed bids from Pakistani nationals having valid CNIC or firms/companies registered with registrar of firm/SECP for rental of underpass shops at Gulbahar Chowk in Peshawar BRT Bus Stations per following details:

S. No.	Description	Deadline for Submission of Bids	No. of Shops to be let for rental
1.	Gulbahar Chowk	October 13, 2022,02:30 PM	09

Shop wise detail, dimensions/covered area is provided as **Annex-I**.

The rates shall be quoted for all nine (09) shops collectively. Bidders quoting rates for fewer shops will be treated as non-responsive and be will rejected summarily.

1. Open competitive bidding

1.1. The bids are invited under general guidance of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules, 2014 through **Single Stage-One Envelope** bidding procedure.

2. Pre-requisite criteria:

2.1. Following is pre-requisite for potential bidders:

- i. Pakistani National having valid CNIC or firm/company registered/incorporated in Pakistan with Registrar of Firms/SECP;
- ii. Submission of bid security of requisite amount.

3. Documents for Submission:

3.1. The interested parties/bidders shall fill in Application Form (**Annex-II**) and attach following documents:

- i. A copy of CNIC or certificate of registration/incorporation of firm/company with Registrar of Firms or SECP;
- ii. Bid security in PKR from any scheduled bank of Pakistan to the amount of twenty-five (25%) of the annual rent/bid amount in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar.

3.2. Application Form along with requisite documents sealed in an envelope shall be sent at, TransPeshawar Head Office, 1st Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar on or before deadline for submission of bids. Application Form shall be signed by you or your authorized representative. Without a signature on Application Form or Bids not accompanied by requisite documents shall be declared as non-responsive and shall not be considered further for evaluation of financial price.

4. Inspection of shops:

4.1. The underpass shops may be inspected at relevant bus station from publication of advertisement in newspapers till last date for submission of bids.

5. Deadline for Submission of Bids:

5.1. The bids shall be submitted on or before 02:30 PM dated October 13, 2022 at TransPeshawar Head Office, 1st Floor, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani, Peshawar. The bids must be submitted in person or via registered post mail or via courier, in closed envelope. The bid will be considered submitted upon physical receipt by TransPeshawar of the master envelope or any other evidence the TransPeshawar Company may deem fit. TransPeshawar may issue a bid receipt confirmation, which will clearly indicate the date and time at which the bid was received. Late submission, for whatsoever reason, will not be acceptable and late bids will be returned unopened.

6. Bid Security:

6.1. Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of twenty-five (25%) of bid price/annual rent in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security for successful bidder will be adjusted as advance quarterly rent. A bid not accompanied by compliant bid security shall be rejected as non-responsive;

6.2. The requisite bid security shall remain valid for a period of Twenty-Eight (28) days beyond the original period of bid validity;

6.3. Bid Security of the unsuccessful bidders will be released as promptly as possible upon the successful bidder furnishing performance security or expiry of bid validity whichever is earlier as per terms and conditions of bidding documents;

6.4. The Bid security shall be forfeited:

- If a bidder withdraws his bid during the period of bid validity; or
- If a bidder doesn't accept the correction of his Bid Price as determined by TransPeshawar; or

6.5. In the case of a successful bidder, if he fails to:

- Deposit performance security as per terms and conditions of bidding documents.

7. Validity of Offer:

7.1. The offer shall be valid for a period of sixty (60) days from the deadline for receipt of bids.

8. Financial Bid and Taxes/Duties:

8.1. The offered price shall be exclusive of taxes and successful bidder shall be liable for payment of all applicable taxes including tax levied under section 236(A) of income tax ordinance 2001, if applicable.

9. Opening and Evaluation of bids:

9.1. The sealed bids will be opened by the procurement committee at 02:45 PM October 13, 2022 at Main Conference Room 1st Floor, TransPeshawar Head Office, Main BRT Depot, Opposite NHA Complex, GT Road Chamkani Peshawar in the presence of bidders who choose to attend. The received bids will be evaluated as per terms and conditions of bidding documents.

10. Substantial Responsiveness:

10.1. An offer is substantially responsive if the bid is submitted as per terms and conditions of the bidding documents and it meets the pre-requisite criteria. An offer is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and requirements of Bid Solicitation Documents, and it will not be considered further. TransPeshawar shall not entertain any request for alteration, modification, substitution or withdrawal of bid after deadline for submission of bids. Only responsive bids will be carried forward for consideration of financial price.

11. Acceptance of Offer:

11.1. Financial prices/quotes of substantially responsive bidders will be considered for all shops collectively. The bidder quoting highest evaluated prices against all shops collectively will be declared as successful bidder subject to approval of competent authority. The successful bidder will be issued letter of acceptance to the effect.

12. Signing of Rent Agreement

12.1. within fourteen (14) days of issuance of letter of acceptance, the successful bidder shall sign rent agreement with TransPeshawar.

13. Submission of Performance Security:

13.1. Within fourteen (14) days of issuance of letter of acceptance, the successful bidder shall deposit performance security in PKR to the amount of six (06) months' rent quoted for all shops collectively in shape of CDR/DD in favor of Chief Executive Officer (CEO) TransPeshawar as performance security as per terms and conditions of rent agreement.

13.2. Failure of the successful Bidder to submit the requisite performance security or to sign the rent agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security. In that event, TransPeshawar may award the contract to the next financially highest substantially responsive bidder.

14. Possession of Shops:

14.1. Possession of shops will be given after the successful party have submitted performance security and signed the rent agreement including realization of three (03) months quarterly advance rent.

15. Indemnification:

15.1. The bidder will indemnify the TransPeshawar from any/all claims and losses, acquiring or resulting from the bidding process.

16. Right to Accept Any Bid, and to Reject Any or All Bids:

16.1. TransPeshawar reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to acceptance of offer, without thereby incurring any liability to Bidders. In case of annulment the bid securities shall be promptly returned to the bidders.

17. Subletting:

17.1. The successful bidder shall not sublet or transfer his rights to any other individual/firm/party.

Annex-I

Underpass shops Details (Gulbahar Chowk)

S.NO:	Gulbahar Chowk Shops
1	Shop No: 1
2	Shop No: 2
3	Shop No: 3
4	Shop No: 4
5	Shop No: 5
6	Shop No: 15
7	Shop No: 16
8	Shop No: 17
9	Shop No: 18

Dimension of Shops at Gulbahar Chowk Bus Station

Summary:

Total No. of Shops = 9

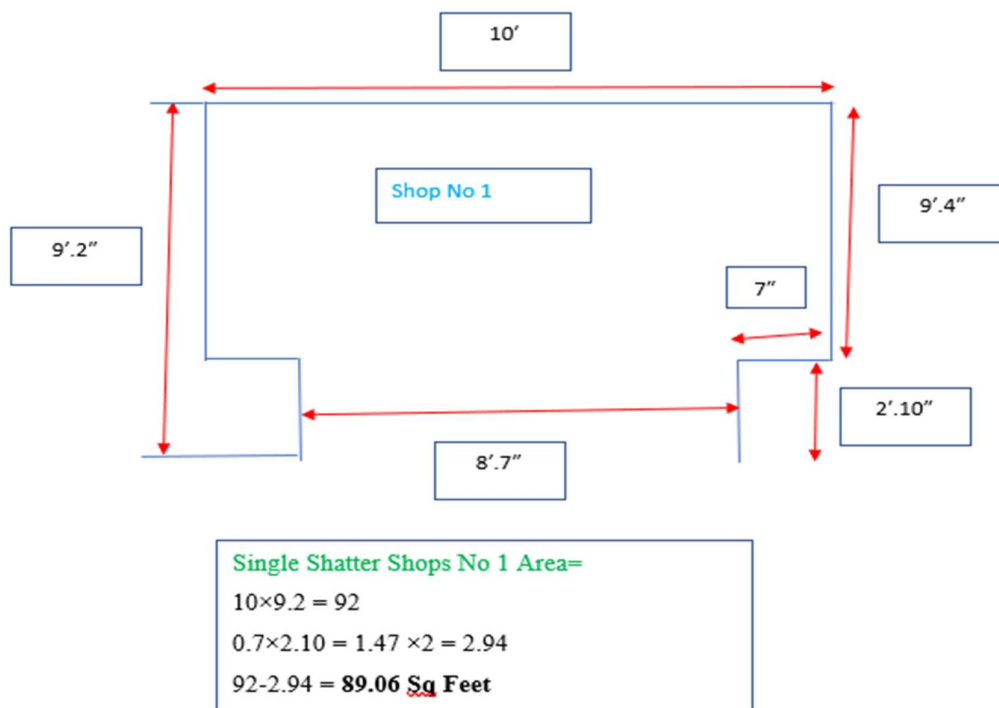
- Single Shutter Shops = 3
- Double Shutter Shops having same Area= 6

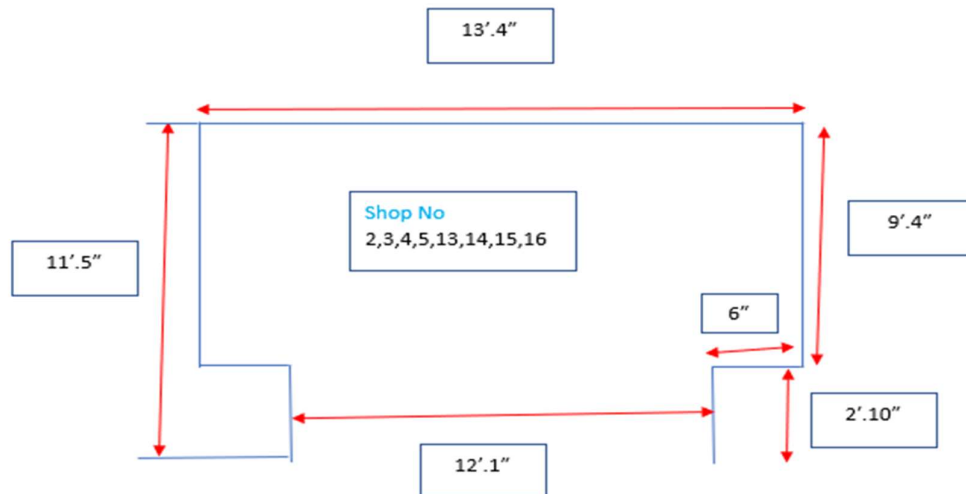
Area of Shop No 1 (Single Shutter) = **89.06 Sq Feet**

Area of Shops No 2,3,4,5, 15,16 (Double Shutter) = **151.58 Sq Feet**

Area of Shop No 17 (Single Shutter) = **230.39 Sq Feet**

Area of Shop No 18 (Double Shutter) = 151.58 Sq/ft



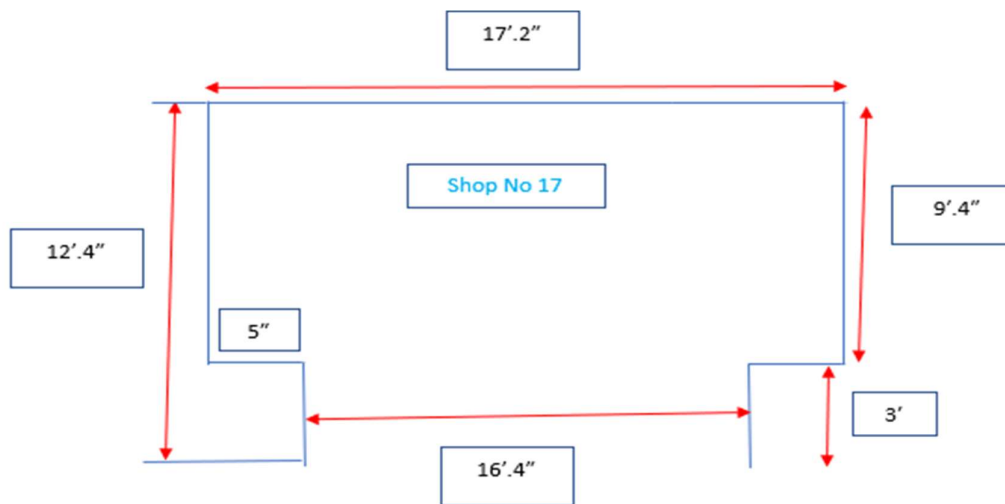


Double Shatter Shops Area=

$$11.5 \times 13.4 = 154.1$$

$$0.6 \times 2.10 = 1.26 \times 2 = 2.52$$

$$143.78 - 2.52 = 151.58 \text{ Sq Feet}$$



Shops No 17 Area=

$$12.4 \times 17.2 = 213.28$$

$$0.5 \times 3 = 1.75$$

$$249.64 - 1.75 - 17.5 = 230.39 \text{ Sq Feet}$$

APPLICATION FORM

1. Name of Bidder:
2. Address:
3. Contact No:
4. Email:
5. Registration No. of Firm/Company/CNIC No.:

Financial offer for Underpass Shops			
S.No.	Underpass Shops at Gulbahar Chowk	Offered Rent Per Month in PKR Exclusive of All Taxes	Offered Rent per Annum in PKR Exclusive of All Taxes
1	Shop No. 1		
2	Shop No. 2		
3	Shop No. 3		
4	Shop No. 4		
5	Shop No. 5		
6	Shop No. 15		
7	Shop No. 16		
8	Shop No. 17		
9	Shop No. 18		

Note: The bidder quoting highest evaluated prices against all shops collectively will be declared as successful bidder subject to approval of competent authority.

Signature of the Bidder/Authorized Representative
Name of Bidder/Authorized Representative: _____

Dated: _____

Attachment/Required Documents:

- i. A copy of CNIC or certificate of registration/incorporation of firm/company;
- ii. Bid security in PKR to the amount of twenty-five (25%) of the annual rent/bid amount in shape of Demand Draft/Pay Order/CDR in the name of Chief Executive Officer (CEO) TransPeshawar

RENT AGREEMENT

THIS AGREEMENT OF TENANCY is made at Peshawar, on this _____ day of _____, 2022 (hereinafter called "the Agreement").

Between

TransPeshawar through Chief Executive Officer, registered office situated at TransPeshawar Head Office, first (1st) Floor, Main BRT Depot Chamkani Opposite NHA Complex, GT Road, Peshawar, Pakistan (hereinafter referred to as **the First Part**, which expression where the context so require shall mean and include; assignee, successors, authorized and/or legal representatives, considered as party of the **First Part** and also Landlord of the premises/shops.

AND

_____ through _____ having CNIC/registration No. _____ with Address/ registered office Address _____, (hereinafter referred to as **the Second Part**), which expression where the context so require shall mean and include their executors, administrator, legal representatives and/or assigns, considered as party of the **Second Part** and also considered as Tenant of the premises/shops.

Whereas, the First Part has been assigned implementation, operations and maintenance of Peshawar BRT project including its business development and revenue generation/enhancement, from the property which is the underpass shops situated at _____ Peshawar BRT Bus Station.

Whereas, First Part is willing to rent out shops No. _____ (hereinafter is referred to as rented premises) and the Second Part is willing to take on monthly rental basis collected in advance on quarterly basis, subject to terms and conditions of the Agreement executed between First Part and Second Part maintaining relationship of Landlord and Tenant for a fixed tenure/ time.

Whereas, Second Part agreed to execute the Agreement regarding rented premises located at _____ for being Tenant of the First Part.

Now, therefore, the Agreement is executed between the First Part and Second Part, collectively referred to as parties subject to the terms and conditions as under:

1. That the Agreement shall be deemed to be effective from the date of signature, for a period of three (03) years (Starting from..... till), which may be extendable for another such period as per terms and conditions of the Agreement;
2. That the Monthly Rent of the said premises is mutually agreed as Rs. _____ (Rupees _____ exclusive of all taxes) which shall be subject to yearly increase @10% of monthly rent and quarterly rent will be revised accordingly. In case of extension, the first year after extension will be charged as per Clause II (ii);
3. Rental payment by the Second Part shall be payable on quarterly advance basis by the 5th day of the start of each quarter to the First Part;
4. That the Second Part shall within fourteen (14) days of issuance of letter of acceptance, being the successful bidder, shall deposit performance security in PKR equivalent to the amount of six (06) months' rent quoted for all shops collectively in shape of CDR/DD in favor of Chief Executive Officer (CEO) TransPeshawar as performance security as per terms and conditions of rent agreement.
5. That if the Performance Security is partially liquidated, the Second Part is obliged to replenish the Performance Security in full within seven (07) days of the date of any liquidation thereof. If the Second Part fails to replenish the Performance Security in accordance with this clause, this shall constitute a material breach of this Agreement and TransPeshawar shall be entitled to liquidate the remainder of the Performance Security and terminate this Agreement pursuant to clause III below;
6. That the performance security will be released at completion the Agreement and after vacation of the said premises and handing over its physical possession to the First Part. The release of performance security

shall however, be subject to adjustment against any loss or damages to the premises or dues or consumption charges or any other charges, if any due;

7. That all fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Second Part;

8. That the Second Part shall not make any structural addition/ alteration without prior written permission of the First Part, not to make or allow to be made any alterations or additions whatsoever (including external, internal, structural or non-structural) to the premises, including electrical and plumbing installations, without the First Part's prior written approval;

9. That the Second Part not to do or permit to be done on the premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Landlord and general public;

10. That the Second Part shall refrain from interfering with the electrical or plumbing installations serving the premises, except as may be strictly necessary to enable the Second Part to carry out its obligations under the Agreement with prior written approval of the First Part;

11. That the Second Part shall not to cause or permit to be caused any damage to (i) the premises or any neighboring properties; and (ii) any property of the First Part or the owners of any neighboring properties;

12. That the Second Part shall not obstruct entrances and exits of the premises, make them dirty or untidy or leave any rubbish on thereon;

13. That the Second Part shall comply with the Applicable Laws which is the subject of the Agreement and with any recommendations of the relevant authorities regarding the supply/removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the premises;

14. That the Second Part shall observe any regulations that the First Part makes and notifies to the Second Part from time to time governing the use of the premises;

15. That the Second Part shall leave the premises in a clean and tidy condition and to remove any equipment and goods from the premises at the end of the term of the Agreement in accordance with the provisions of the Agreement;

16. That the Second Part shall inform the First Part immediately in the event that the Second Part becomes aware of any defect or damage to the premises;

17. That three (03) month's prior notice shall be served on either side in case premises is to be vacated before the expiry of the Agreement;

18. That the Second Part shall not hinder the First Part or his nominee, during reasonable time of the day, to enter and to view the state or condition of the premises or for any other reasonable purpose as may be required;

19. That the Second Part shall use the said premises for his own lawful business purposes and shall not sub-let it and provide possession or portion thereof to third party or anybody else;

20. That the Second Part shall be responsible to pay electricity charges. The First Part will provide uninterrupted power supply from PESCO and Generator provided at stations. The First Part has installed Smart Energy Management/ metering system for these facilities. The Second Part shall purchase either in advance prepaid units from the First Part in accordance with their energy demand or shall be liable to pay the electricity bill in case of post-pay metering for the unit consumed within the due date. Each shop shall have separate meter reading. The applicable per unit rate for the shop/premises shall be determined as per following formula which shall be called Charged Unit Rate:

= Chargeable Unit Rate for the next month= $\frac{\text{Total paid bill for the last month (PKR)}}{\text{Total No. of Units consumed in the last month (KWH)}}$

Total No. of Units consumed in the last month (KWH)

+Rs. 6 (For Genset fuel adjustment) x Total Units consumed in the month X 1.175 (GST)

21. That the minor repairs will be made by the Second Part whereas the responsibility of major repairs rests with the First Part, except caused by the negligence of the First Part or his nominee/assignee with respect to business he conducts;
22. That the Second Part shall maintain uniform standard sign board after approval from the First Part with formal permission from the local authority, if required by law;
23. That the Second Part shall not be allowed to use or encroach underpass corridor/pathway for sale of goods or vehicle parking;
24. That the Second Part shall not be allowed to operate any business which is prohibited under any Law or local culture;
25. That the Second Part shall not operate any such business which is not pleasant for underpasses or affecting adversely BRT image / operations, including but not limited to live fire restaurants, LPG, or any other business which the First Part perceives as harmful to public safety and interest;
26. That the Second Part shall not throw any waste in pathway of underpasses. It shall be responsibility of Second Part to dispose waste to city disposal points;
27. That the Second Part shall be responsible for security of their shops and goods therein;
28. That the Second Part shall avoid illegal connections or loose wire in pathway which is strictly prohibited;
29. That the Second Part shall not paste or hang banners, sticker, posters, graffiti, wall chalking etc. and shall remove such material within one day, if so, notified by the First Part;
30. That the Second Part shall not do such act or actions which harm passenger movement in pathway of underpasses or passengers of bus operation;
31. That the Second Part shall in no way deal or discuss or interrupt with station management staff of respective BRT station or other contractors in the performance of their contractual obligations and the Second Part shall be following protocols for the time being notified and enforced;
32. That the First Part will be entitled to conduct unscheduled inspections of the premises to ensure compliance with the Agreement including applicable laws and to ensure satisfactory operational conditions. If the premises are not in compliance with the Agreement or to be found in an unsatisfactory condition, the First Part shall immediately inform the Second Part and the Second Part shall, within a reasonable time or a time determined by First Part, effect the required compliance including repairs/maintenance at its own cost;
33. That the First Part shall disconnect electricity apart from any other remedy provided for under the Agreement, if the Second Part fails to pay electricity bills in accordance with the Agreement;
34. That with prior notice the First Part shall impose Liquidated damages @ Rs. 5000 per instance for any violation of the Agreement. The liquidated damages shall be deducted from the performance security and the Second Part shall be liable to replenish the deducted amount within period as determined by the First Part and failure shall constitute material breach to the Agreement;
35. That the First Part shall recover or demand costs and the second party shall pay the same for any damage caused to First Part's assets;
36. That the First Part shall be entitled to issue notices to the Second Part for upkeep of the premises and in accordance with the Agreement and maintain standards of premises; and
37. That the First Part shall have the right to issue protocols / procedures for use of pathway or other regulation to use pathway in underpasses.
38. That in case of any man made or natural calamity, the Second Part will not be entitled to the claim of compensation etc.

I. Settlement of Disputes and Arbitration

- i. Both parties shall amicably resolve any disagreement or disputes arising between them in connection with the Agreement or its interpretation by direct informal negotiations.

- ii. If any dispute, or controversy arise between Parties relating to the interpretation or execution of the Agreement which cannot be settled amicably, the matter in dispute shall be referred to Managing Director, KPUMA whose decision will be binding on Parties.
- iii. In case of failure of resolution of a dispute in terms of Para (ii) above, the matter/dispute shall be referred to arbitration for its resolution by either of the Parties to the Agreement upon fifteen (15) days prior notice to the other party and the law with procedure applicable for conducting the process of Arbitration will be 'The Arbitration Act 1940'.
- iv. The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures.
- v. The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing by the Parties.
- vi. Unless otherwise required by first part, such arbitration shall be conducted in the English language and the award of any arbitrator or arbitral panel, together with the reasons for the determination, shall be written in the English language.
- vii. Unless otherwise required by first part, all evidence, submissions or documents presented at the arbitration in a language other than in the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- viii. The arbitrator or arbitral panel shall have full jurisdiction to open up, review and revise any determinations, decisions or findings in relation to the dispute.
- ix. The obligations of the Parties shall not be altered by reason of the arbitration being conducted during the duration of the Agreement.
- x. Any monetary award in any arbitration shall be denominated and payable in PKR.
- xi. The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall: (i) be binding on the Parties and shall be given effect and implemented forthwith by them; and (ii) be subject to the confidentiality restrictions in this Agreement and except as provided by agreement between the Parties, may not be publicized or otherwise disclosed provided always that nothing in this Clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.
- xii. The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.
- xiii. Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Agreement and the parties shall proceed with their obligations, under the Agreement with all due diligence.

II. Effectiveness and Duration of Contract

- i. Unless otherwise agreed between the parties, the Agreement shall be effective from the date of signature for a period of three (03) years;
- ii. The Agreement may be extended, at sole discretion of the First Part, three months prior to expiry, for another such term in writing with revised monthly rent fixed on the basis of either highest pro-rata market rates/area obtained in latest competitive bidding for respective market (Faisal colony and /or Gulbahar Chowk station underpass shops) or an increase of 15% of last received monthly rent, whichever is greater.

III. Breach, Penalty and Termination

- i. In case of delay in payment of quarterly advance rent from the date fixed for submission, surcharge shall be levied as per following rate:
 - a) PKR. 500 per day of delay up to 30 days;
 - b) PKR. 1000 per day of delay up to 60 days;
 - c) PKR. 1500 per day of delay up to 90 days.

- ii. If the Second Part commits a material breach of the Agreement, then First Part may forfeit the performance security and terminate the Agreement apart from other remedy provided for under the relevant law or contract;
- iii. In addition to and without prejudice to any other right the First Part may have under Applicable Laws or in accordance with the Agreement, the First Part may seek specific performance of the Agreement or terminate the Agreement forthwith on notice to the Second Part and in either event, recover such damages as it may have sustained. For purposes of the Agreement, a material breach shall include but not be limited to failure of Second Part to pay quarterly advance payment of rent for more than ninety days from the due date and/or issuance of three Notices in month for violation under the Agreement on same or multiple issues impacting the vary purpose of the Agreement;
- iv. For all purposes, once the termination notice is issued the Second Part shall be liable to vacate the premises after the notice period within 1 week. Further the First Part would have to avail every right and legal remedy against the property being public and the illegal possession would be an encroachment of First Part property.

IV. Amendments

Through mutual consultation the Agreement read with its terms and conditions, between the Parties may be amended and otherwise adjusted with the change of circumstances and legal reviews and updates except those changes which may cause to alter the object and purpose of the Agreement or ultimately harm or effect loss to the First Part.

V. Termination for Convenience

Either Part can terminate contract with three-month advance notice to the other Part without assigning of any reason. In such case, rent for un-utilized period paid in advance will be returned to Second Part and three months' notice period from either side would be considered as actively utilized period.

V. Laws

The Agreement shall be governed by the laws of Islamic Republic of Pakistan.

VI. Severance

In the event that any provision of the Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Agreement.

VII. Force Majeure

The Second Part shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Second Part and not involving the Second Part's fault or negligence and not foreseeable. Such events may include, but not restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Second Part shall promptly notify the First Part in writing of such condition and the cause thereof. Unless otherwise directed by the First Part in writing, the Second Part shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the event of Force Majeure.

The above-mentioned Force Majeure clause is subject to government notifications whether Provincial or Federal regarding Force Majeure and its factors, apart from it any partial emergency or temporary lock down and black out would be at the discretion of the First Part to decide whether to continue with the contractual obligations or not.

VIII. Taxes, Duties, Fees, Charges

All taxes, duties, fees and other charges shall be borne by the Second Part. Payment of rent amount shall be subject to withholding of taxes as per applicable laws, rules and regulations.

IX. Notices

Any notice, request or consent required or permitted to be given or made pursuant to the Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been duly given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail to such Party at the following address:

For First Part:

Chief Executive Officer, First Floor, TransPeshawar Head Office, main BRT Depot Chamkani Opposite NHA Complex, G.T Road, Peshawar, Pakistan.
Office Tel No: +92 91 2621393; Email: info@transpeshawar.pk

For Second Part:

X. Entry into Force

This Agreement shall come into force and effect upon signature by both parties.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their duly authorized representatives in copies in the city of on the day and year first above written.

First Part

Name: _____
Designation: Chief Executive Officer
Company: TransPeshawar (The Urban Mobility Company)

Second Part

Name: _____
Company: _____

WITNESSES:

1. _____ 2. _____

Name: _____ Name: _____

CNIC: _____ CNIC: _____