

**Rental of Six (6) Tuck Shops at 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 Tuck Shops in Peshawar BRT Bus Stations per following details:

S. No.	Description	Deadline for Submission of Bids	No. of Tuck Shops for rental
1.	Tuck Shops	October 21, 2022, 11:00 AM	(06) (Sardar Gardhi, Khyber Bazar, Tehkal Bala, Abdara Road, Bab-e-Peshawar and Karkhano Market)

Tuck Shop wise design, dimension and location is provided as **Annex-1**.

The rates shall be quoted for all Tuck Shops collectively. The bidders are required to quote for all six (6) tuck shops collectively. The bids submitted for fewer tuck shops will be considered non-responsive and will be 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-2**) 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, 1<sup>st</sup> 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 Tuck Shop location:**

4.1. The Tuck Shops location 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 11:00 AM dated October 21, 2022 at TransPeshawar Head Office, 1<sup>st</sup> 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 11:15 AM October 21, 2022 at Main Conference Room 1<sup>st</sup> 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 Tuck Shops collectively. The bidder quoting highest evaluated prices against all tuck 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 tuck 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 Tuck Shops:**

14.1. Possession to construct and operate tuck 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-1

### TUCK SHOP DESIGN, DIMENSIONS AND LOCATIONS (Please refer to Tuck shop location for actual sizes)

TUCK SHOP DESIGN AND SPECIFICATION



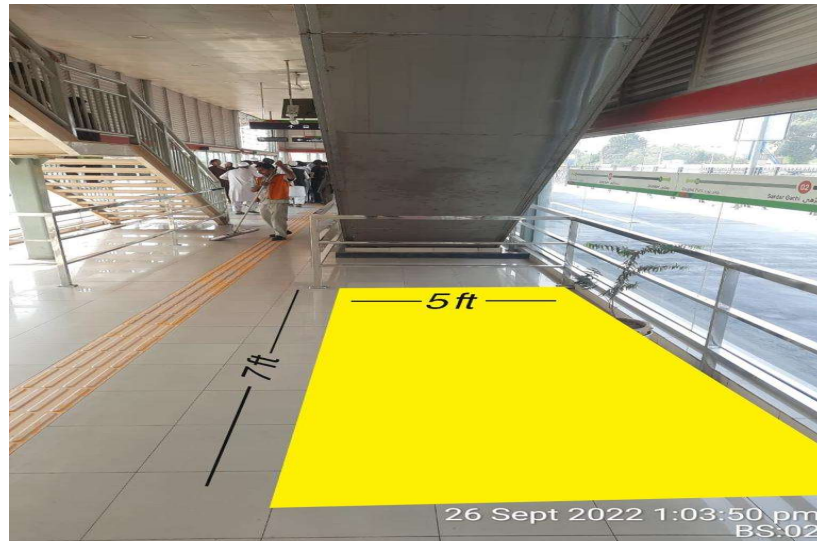
#### SPECIFICATION:

Outdoor location of Tuck Shop, shall be covered with plastic  
Fully Secure, wooden kiosk constructed with pre laminated MDF/Chipboard with thickness not less than 3/4 inch. Kiosk shall have a central door and windows and racks on both sides of the kiosk.  
Branding and Kiosk color as agreed by TransPeshawar  
Floor area covered to a non-slip compliant standard  
Movable Kiosk (As per pictures)  
The new unit / kiosk is to place in a key user flowing area as approved by TransPeshawar  
Electrical supply and 2 no. Twin sockets  
Worktop and food preparation area with wipe down surface and splash-back  
Storage cupboard

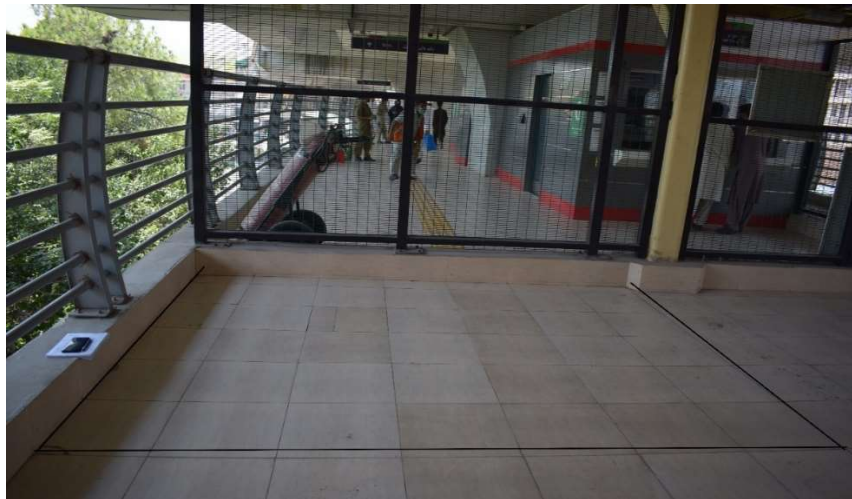
## TUCK SHOP LOCATIONS

Station Name:

### 1. SARDAR GARDHI (5x7=35sq/ft)



### 2. KHYBER BAZAR (8x8=64sq/ft)



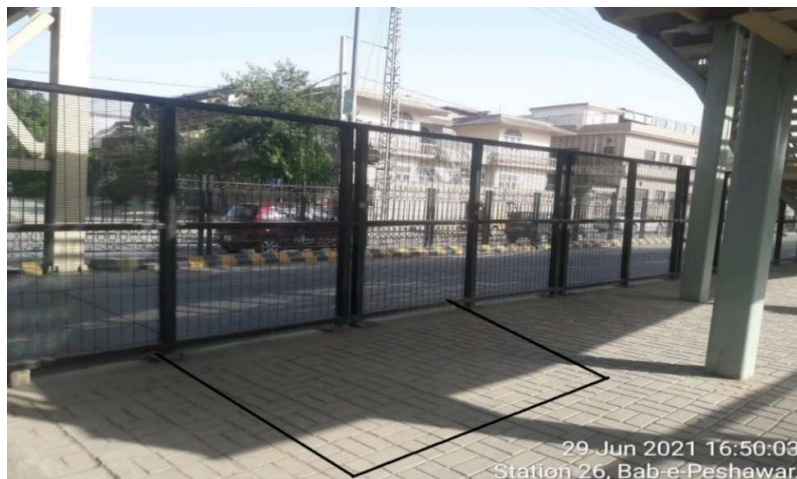
**3. TEHKAL BALA ( $7 \times 4.5 = 31.5$  sq/ft)**



**4. ABDARA ROAD ( $7 \times 4.5 = 31.5$  sq/ft)**



**5. BAB-E-PESHAWAR ( $8 \times 8 = 64$  sq/ft)**



**6. KARKHANO MARKET (8x8=64sq/ft)**





**ANNEX-2**

**APPLICATION FORM**

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

Financial offer for Tuck Shops			
S.No.	Tuck Shops at Peshawar BRT Stations	Offered Rent Per Month in PKR Exclusive of All Taxes	Offered Rent per Annum in PKR Exclusive of All Taxes
1	Sardar Gardhi		
2	Khyber Bazar		
3	Tehkal Bala		
4	Abdara Road		
5	Bab-e-Peshawar		
6	Karkhano Market		

**Note:** The bidder quoting highest evaluated prices against all tuck 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 RENT AGREEMENT is made and executed at Peshawar, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (Hereinafter called the Agreement).

### **Between**

TransPeshawar (The Urban Mobility Company) through its the Chief Executive Officer, having its registered office at First floor, KPUMA Building near Northern bypass, Chamkani, GT Road, Peshawar, Pakistan (hereinafter referred to as the **Landlord**, which expression where the context so require shall mean and include; assignee, authorized and/or legal representatives) of the **First Part**.

### **AND**

\_\_\_\_\_ having its registered office \_\_\_\_\_, (hereafter referred to as **the Tenant**, which expression where the context so require shall mean and include their executors, administrator legal representatives and assigns) of the **Second Part**.

**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 properties handed over to it in connection with the affairs of the project. Also, First Part is desirous to have Tuck Shops installed at Peshawar BRT Stations to facilitate the general public with refreshments etc.

**Whereas**, First Part is willing to rent out and Second Part is willing to take on monthly rent basis subject to Terms and Conditions of the agreement executed between the parties by maintaining relationship of Landlord and Tenant for a fixed tenure/ time.

**Now** therefore, on acceptance of the terms and conditions contained herein, this agreement is executed and signed between First Part and Second Part, collectively referred to as parties.

### **TERMS AND CONDITIONS:**

#### **I. Tenure and Consideration**

The Rent agreement shall be deemed to be effective from \_\_\_\_\_, for a period of three (03) years ("term"). The rent has mutually been agreed upon at Rs. \_\_\_\_\_/only per month, exclusive of all taxes which shall be paid as quarterly advance on \_\_\_\_\_, which shall be increased yearly at the rate of 10%. The Tenant would pay to the Landlord Rs \_\_\_\_\_/only, as quarterly ADVANCE RENT and Rs. \_\_\_\_\_/only being the SECURITY DEPOSIT. Security deposit shall be refunded to the Tenant after vacating the said premises and handing over of physical possession to the Landlord. TransPeshawar reserve the right to make adjustment of any loss, damages or dues or consumption charges or any other charges in Security Deposit, if the Tenant failed to pay.

#### **II. Roles and Responsibilities**

Detailed roles and responsibilities of both parties are as follows;

**1. First Part Shall: -**

- 1.1 Handover the Second Part possession of the said rental space for installation and operation of Tuck Shop (**Annex-A- Location and Sizes of Tuck Shops**). Variation up to 10 percent of the dimension, if required, may be allowed.
- 1.2 Have overall control and supervision of the premises/shops along with the right to inspect the whole or part of the premises, as and when considered necessary with respect to its use and in connection with fulfillment of other terms and conditions of the agreement.
- 1.3 Have the right to take possession of rental space within 7 days' after giving notice if the same is required for BRT operations or hygiene of BRT stations or affecting the bus operation, circulation of passengers or for any other reason.
- 1.4 Disconnect electricity of Tuck Shop, if Second Part fails to pay advance deposit and/or comply with instructions of First Part or in case of breach of any term and condition of the agreement.
- 1.5 Give access to the Second Part for the installation of Tuck Shop and allied racks at BRT station with in the rented space.
- 1.6 Develop and notify policy & regulation for revenue generation in BRT premises.
- 1.7 Not be responsible for damage and / or malfunctioning of Tuck Shop or allied racks due to whatsoever reason.
- 1.8 Provide electricity connection to the Second Part from Station. The installation of electricity cable from Kiosk to electricity facility, switches, fans, socket or additional lighting will be the responsibility of second part subject to prior written approval of the First Part.
- 1.9 Have the right to finalize or change the location of installation of Tuck Shop at Stations keeping the scenario of BRT operations in best public interest.
- 1.10 Remove or restrict movement of Second Part or anyone who works on his behalf to BRT station for Tuck Shop replenishment or other activity, if First Part raises objection on such activity.
- 1.11 Issue Standard Operating Procedure (SOP) / Code of Conduct through Notice for regulating affairs and operation of Kiosk for maintenance of service level, opening and closing time, sanitization, mask, dealing with passengers, pasting of item rates, dealing with janitorial staff, security or other service provider or their staff at station, etc.
- 1.12 Impose penalty of Rs.500 per instance for violation of SOPs or any term of the agreement.

**2. Second Part Shall: -**

- 2.1 Deposit Three-month advance rent in favor of Chief Executive Officer TransPeshawar. The advance for next quarter (three-month) shall be deposited 10 days prior to the expiry of the previous quarter rental period.
- 2.2 Shall deposit one-time six-monthly rent as a security in the name of CEO TransPeshawar which shall be released on the expiry of The Agreement after due clearance and vacation of the premises.

2.3 In case of delay in agreed quarterly rent, surcharge will be levied as per following schedule below:

- (i) PKR. 500 per day for delay by 30 days from the 5th due day of each quarter.
- (ii) PKR. 1000 per day for delay by 31 to 60 days from 5th due day of each quarter.
- (iii) PKR. 1500 per day for delay by 61-90 days from the 5th day of each quarter.
- (iv) More than 90 days shall lead to cancellation of rent agreement and forfeiture of security along with sealing of premises.

2.4 Shall sign the Agreement within seven (7) days of issuance of the Letter of Intimation from TransPeshawar and its acceptance by the Second Part.

2.5 Regarding Installation of Tuck Shop;

- a) Be responsible to procure, construct and install Tuck Shop as per attached design, dimensions and locations of the agreement (Annex-A). Furthermore, the Second Part can construct Tuck Shops through any Company brand or sponsoring agency and strictly utilize spaces for branding from the same company brand or sponsoring agency. Be responsible for prior approval of installation plans from First Part and shall be responsible for damage to infrastructure/ facilities of First Part during installation/ operation.
- b) Execute the required improvements (holes, piping, welding, cutting, replacement, railing etc.), and clear the site from all debris and restore the structure to original condition during the performance of his duties/ installation.

2.6 Regarding electricity;

- a) Be responsible to install calibrated/PESCO approved KWH Check meter (sealed by First Part) and associated cabling (approved from First Part) required for electricity at the Tuck Shop at their own risk and cost. The electricity cost shall be responsibility of the Second Part. The applicable per unit rate for the tuck shop/premises shall be determined as per following formula which shall be called Charged Unit Rate:

$$\begin{aligned} &= \text{Chargeable Unit Rate for the next month} = \left\{ \frac{\text{Total paid bill for the last month (PKR)}}{\text{Total No. of Units consumed in the last month (KWH)}} \right. \\ &\quad \left. + \text{Rs. 6 (For Genset fuel adjustment)} \right\} \times \text{Total Units consumed in the month} \times 1.175 \text{ (GST)} \end{aligned}$$

- b) Be responsible for all costs related to installation of Tuck Shop including electrical wires, cable trays, pipes, stabilizers, breakers, alteration requires in existing electrical equipment etc. Second Part shall also be responsible for restoration of structure to original shape in case of damage or effected during Tuck Shop installation.
  - c) In case of installation of Air-conditioning or refrigeration load or equivalent load, prior approval of the First Part will be required. Estimated monthly cost of electricity shall be paid in advance, upon demand of the First Part, at prevailing PESCO rates.
- 2.7 Not be allowed to sub-let the rights under The Agreement to any other party. This does not include master and servant employment status and position.

- 2.8 Not use the space for commercial advertisement or any other purpose except for Refreshment usage/ retail products sale. Second part shall also ensure not to use the space or allow its usage for:
- a) Any product / Service, the sale of which is unlawful /illegal or deemed unlawful under the law.
  - b) Sale of tobacco and tobacco products.
  - c) Storage and Sale of liquor and alcohol-based drinks or beverages.
  - d) fire from any source (including gas) for any cooking process.
  - e) Keeping or storage of any dangerous substance which is also harmful to humans.
  - f) For sale of items which are prohibited under the laws.
  - g) ATM/Retail Banking.
  - h) Any other purpose prior written approval of which has not been given by the First Part.
- 2.9 Be responsible for waste/trash, water etc. disposal of Tuck Shop on regular basis so as to keep premises clean and tidy all times. As facilities such as water and sewerage disposal have not been provided at stations, therefore, the Second Part will have to make its own arrangements for disposal of solid or any other wastes, which will be removed from the station's premises on regular basis so as to ensure perfect cleanliness.
- 2.10 Tenant shall be responsible to display instructions so as to avoid standing and hindrance and guide customers to take refreshment items away along with themselves that fall under this agreement or TPC may issue timely instructions regarding the use and disposal of refreshments. Further, before closing hour the tenant shall be responsible to dispose of waste/trash from the premises.
- 2.11 Be responsible for security of Tuck Shop and its cash.
- 2.12 Be responsible to have permission from Government agency of the specific business to be conducted and will not be responsibility of First part.
- 2.13 Be liable to pay penalty, if so, imposed by First Part.
- 2.14 Not be allowed to enter station without fare or travel without fare or facilitating staff to travel without fare.
- 2.15 Not to use any harmful instruments/material including Gas cylinder that can lead to potential damage and threat to human life.
- 2.16 Remove its staff within 24 hours of such notice by First Part without assigning any reason.
- 2.17 Responsible for repair of equipment, infrastructure etc. damage by Second Part within 14 days of such notice by First Part.
- 2.18 Vacate and handover peaceful possession of the Tuck Shop to First Part at termination of agreement or earlier upon 7 days' notice from the First Part. The Tuck Shop will be handed over to First part for ownership and future use.
- 2.19 Comply with and abide by all the Laws, Rules and Regulations of the Government (Federal or Provincial and local), regulators and statutory entities/ bodies of Pakistan and of KPUMA/TransPeshawar.

- 2.20 In respect of the business to be carried out by the Second Part on tuck shops, the Second Part shall arrange permission, license, registration and/or other authorization, if required by whatsoever reason, for the business.

### **III. Dispute and Arbitration**

- i. In case of any dispute or difference arising out of or concerning any clause herein contained or otherwise arising out of The Agreement, both the parties shall amicably resolve the same by direct informal negotiations.
- ii. Any dispute, or controversy between the Parties relating to the interpretation or application of any covenant or clause herein contained or otherwise arising out of the Agreement which cannot be settled amicably, the same will be referred to MD KPUMA whose decision shall be binding on the Parties.
- iii. In case of failure of resolution of a dispute in terms of Para (ii) the matter in dispute shall be referred to arbitration, subject to 15 days prior written notice and mutually agreed terms of arbitration.
- iv. The arbitration proceedings shall be carried out in accordance with the Arbitration Act, 1940, and the Rules and Regulations made thereunder.
- v. The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing between the Parties.
- vi. Unless otherwise required by the 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 the 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.

#### **IV. 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 its expiry, for another such term in writing with revised monthly rent fixed on the basis of either highest pro-rata market rates or area obtained in latest competitive bidding for respective Tuck shops or with an increase of 15% of last received monthly rent, whichever is greater.
- iii. In case of extension, the first year after extension will be charged as per Clause IV (ii);

#### **V. Breach, Penalty and Termination**

- i. If the Second Part commits a material breach of The Agreement and fails to remedy the breach within seven (07) Business Days after receipt of a notice from the First Part calling upon it to do so or such other time as specified, then the First Part shall be entitled to impose penalty up to maximum amount equal to 10 % of the value of annual rentals.
- ii. In addition to and without prejudice to any other right which 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 the purpose of the Agreement, a breach shall also include but not limited to failure of Second Part to pay three-month advance payment of Rent, discontinuity of Tuck Shop and/or issuance of three Notices in month for violations under the Agreement on same or multiple issues impacting the vary purpose of the Agreement.
- iii. For all purposes, once prior termination notice is issued, the Tenant shall be liable to vacate the premises i.e., Tuck Shop within 1 week of such notice. In case of failure of the 2<sup>nd</sup> Part to vacate the rented premises, First Part will have every right and legal remedy against the rented premises, being public property and such illegal possession/occupation of the same would be an encroachment on the Landlord's property.

#### **VI. Amendment(s)**

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 cause loss to the First part.

## **VII. Termination for Convenience**

Either Part can terminate the Agreement with three-month advance notice to the other Part without assigning any reason and such three months' notice period from either part would be considered as actually utilized period.

## **VIII. Laws**

The governance of the Agreement shall be subject to the Laws in force in Pakistan including amendments therein and rules & regulations made thereunder.

## **IX. Waiver**

No waiver by either party of any breach of or of compliance with any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

## **X. Indulgence**

No indulgence granted by any party to any other party shall be deemed in any way to affect, prejudice or derogate from the rights under this agreement of the party granting such extension or indulgence or be in any way regarded as a waiver of any rights hereunder or as a novation of this agreement.

## **XI. Assignment**

Neither by the Agreement nor by any other means any of the rights, interests or obligations of the Tenant hereunder shall be assigned to any other person (whether by operation of law or otherwise) without the prior written consent of the Landlord. However, the tenant may assign certain of the rights and obligations under the Agreement to any of his/her Affiliates, but only to the extent that such assignment would not result in an impairment of the Landlord rights under this Agreement. No assignment shall relieve the assigning party of any of its obligations hereunder.

## **XII. 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.

## **XIII. Indemnity**

The Tenant shall indemnify Landlord for all injury, loss, claims or damage to any person or property while on the Rented Premises. It may also include the liabilities on the part of tenant and contractual obligations under this agreement unless proved otherwise on part of the tenant.



#### **XIV. Force Majeure**

Any 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 Contract is the result of an event of Force Majeure.

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

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

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 Landlord to decide whether to continue with the contractual obligations or otherwise.

#### **XV. Taxes, Duties, Fees, Charges**

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

#### **XVI. 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 or through any other service to such Party at the following address:

##### **For First Part:**

Chief Executive Officer, Second Floor, KPUMA Building, Near Northern Bypass, Chamkani, G.T Road Peshawar, Pakistan.

Office Tel No: +92 91 2621393; Email: info@transpeshawar.pk

##### **For Second Part:**

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## **XVII. Entry into Force**

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

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

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### **First Part**

Name: Fayyaz Ahmed Khan

Designation: Chief Executive Officer

Company: TransPeshawar (The Urban Mobility Company)

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### **Second Part**

Name:

Company:

### **WITNESSES:**

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

CNIC: \_\_\_\_\_

CNIC: \_\_\_\_\_

## ANNEX-A

### DESIGN, DIMENSIONS AND LOCATIONS

(Please refer to Tuck shop location for actual sizes)

TUCK SHOP DESIGN AND SPECIFICATION

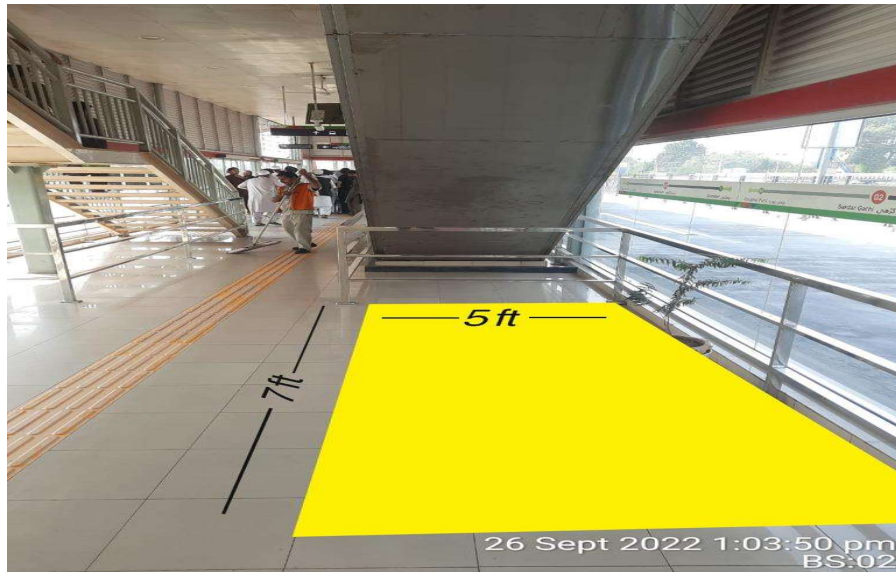


#### SPECIFICATION:

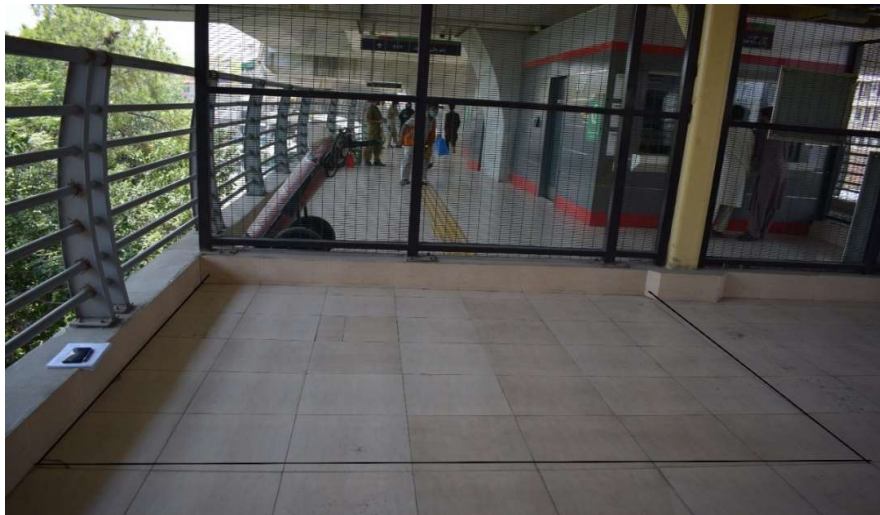
Outdoor location of Tuck Shop, shall be covered with plastic  
Fully Secure, wooden kiosk constructed with pre laminated MDF/Chipboard with thickness not less than 1/2 inch. Kiosk shall have a central door and windows and racks on both sides of the kiosk.  
Branding and Kiosk color as agreed by TransPeshawar  
Floor area covered to a non-slip compliant standard  
Movable Kiosk (As per pictures)  
The new unit / kiosk is to place in a key user flowing area as approved by TransPeshawar  
Electrical supply and 2 no. Twin sockets  
Worktop and food preparation area with wipe down surface and splash-back  
Storage cupboard

## TUCK SHOP LOCATIONS

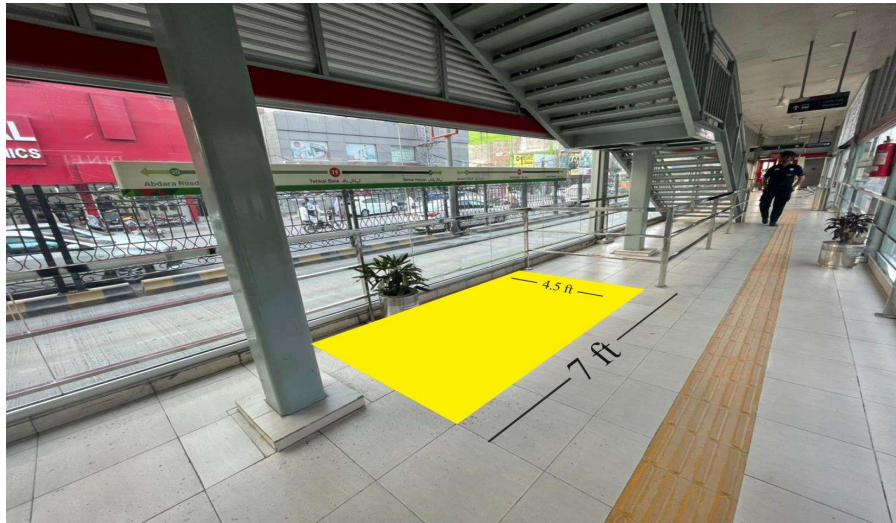
### 1. SARDAR GARDHI (5x7=35sq/ft)



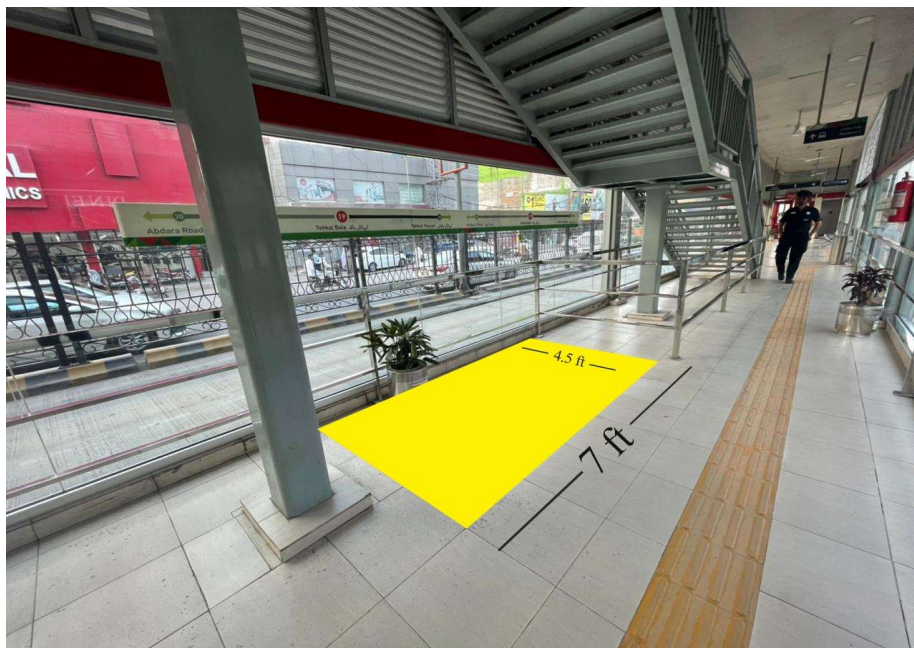
### 2. KHYBER BAZAR (8x8=64sq/ft)



**3. TEHKAL BALA ( $7 \times 4.5 = 31.5$  sq/ft)**



**4. ABDARA ROAD ( $7 \times 4.5 = 31.5$  sq/ft)**





**5. BAB-E-PESHAWAR (8x8=64sq/ft)**



**6. KARKHANO MARKET (8x8=64sq/ft)**

