



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 Faisal Colony and Gulbahar Chowk, and tuck-shops in Peshawar BRT Bus Stations per following details:

S. No.	Description	Deadline for Submission of Bids and Bids Opening	No. of Shops to be let for Rentals	Reserve Price Per Shop (PKR)
1	Underpass Shops at Gulbahar Chowk	Bids' Submission September 05, 2023, 11:30 AM Bids' Opening September 05, 2023, 11:45 AM	09	11,500
2	Underpass Shops at Faisal Colony		01	6,000
3	Tuck-Shops at Multiple BRT Stations		05	8,500

Shop and tuck-shop wise details, location, dimensions/covered area are provided as **Annex-I**.

Bids can be submitted for single or multiple underpass shops and Tuck-shops. The bids will however, be evaluated for each underpass shops and Tuck-shops separately and responsive bidder (s) quoting highest evaluated price for respective underpass shops and Tuck-shops will be selected.

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 for bidders:

- 2.1. Following are pre-requisite for potential bidders:
- Pakistani National having valid CNIC or firm/company registered with /incorporated in Pakistan with Registrar of Firms/SECP;
 - 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:
- A copy of CNIC or certificate of registration/incorporation of firm/company with Registrar of Firms or SECP;
 - 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 Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be provided separately

for each underpass shop and tuck-shop or collectively for all underpass shops and tuck-shop if applying for more than one shop.

- 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 underpass shops and tuck-shops:

- 4.1. The underpass shops and Tuck-shops may be inspected at relevant bus stations 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 the indicated deadline 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 of a shop in shape of Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be provided separately for each underpass shop and/or tuck shop or collectively for all underpass shops and/or Tuck-shops if applying for more than one underpass shops and/or Tuck-shops. The bid security for underpass shops and/or Tuck-shops against which the bidder is declared as successful will be adjusted as advance quarterly rent whereas the bid security for underpass shops and/or tuck-shops against which bidder is declared as unsuccessful will be released accordingly. 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. The bid security of the successful bidder will be adjusted against quarterly advance rent.
- 6.4. 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;
- 6.5. 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

6.6. In the case of a successful bidder, if it fails to:

- Deposit performance security as per terms and conditions of bidding documents or failed to sign the rent agreement.

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.

9. Opening and Evaluation of bids:

9.1. The sealed bids will be opened by the procurement committee at the date and time as indicated above 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 each underpass shop and/or tuck shop separately. The bidder quoting highest evaluated prices against the given underpass shops and/or Tuck-shops will be declared as successful bidder for the specific underpass shops and/or Tuck-shops subject to approval of competent authority. The successful bidder will be issued letter of acceptance to the effect after approval of competent authority.

12. Signing of Rent Agreement

12.1. within fourteen (14) days of submission of performance security as per terms and conditions of bid solicitation documents, 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 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 Underpass Shops and/or Tuck-shops:

- 14.1. Possession of underpass shops and/or Tuck-shops will be given after the successful party have submitted performance security and signed the rent agreement including realization of three (03) months 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 award his rights to any other individual/firm/party.

18. Defaulter Bidders.

- 18.1. Bidders with any conflict or pending issues will not be allowed for the bidding process.

ANNEX-1

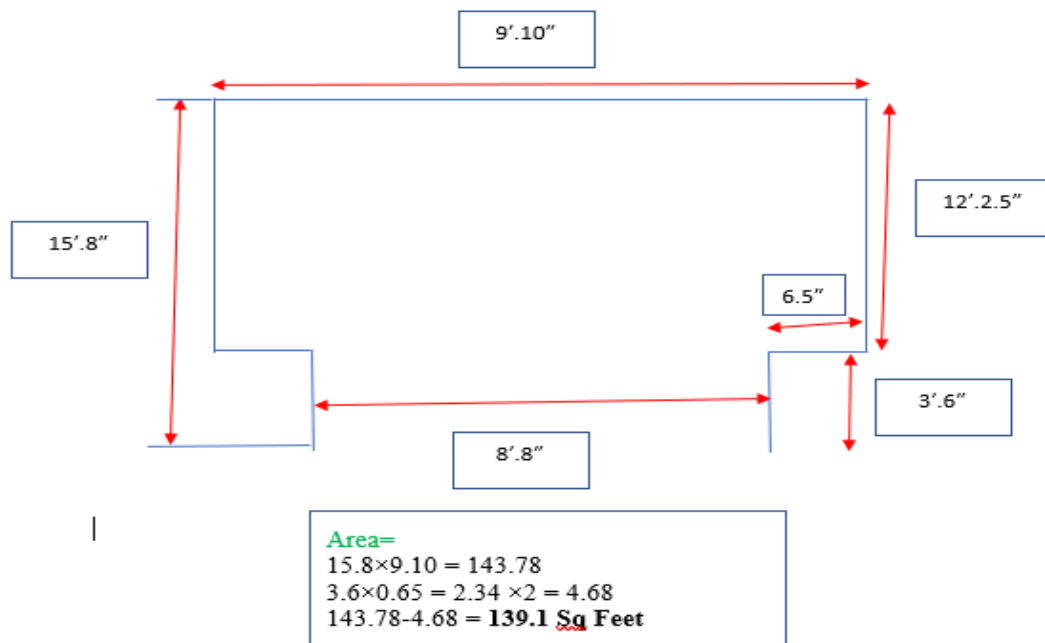
Dimension / Covered area (In Square Feet) of Shop at BS-04 Faisal Colony Bus Station

Summary:

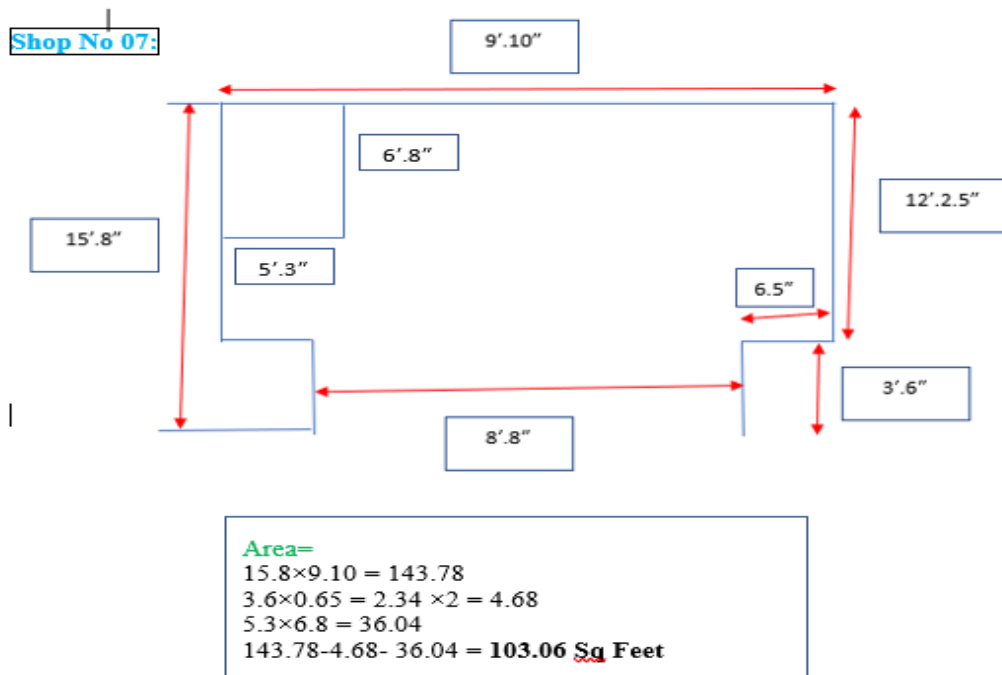
Total No. of underpass shops on both sides = 12 (Left side facing Eastward) + 13 (Right side facing Eastward) = 25

No. of underpass Shops with same dimensions = 24

- Area of underpass Shops from 1 to 25 (Except Shop No 7) = **139.1 Sq Feet**



- Area of Shop No 07 = **103.06 Sq Feet**



Dimension / Covered area (In Square Feet) of Underpass Shops at BS-07 Gulbahar Chowk Bus Station

Summary:

Total No. of underpass Shops = 17

- Single Shutter underpass Shops = 9
- Double Shutter underpass Shops having same Area= 8

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

Area of Shops No 2,3,4,5,13,14,15,16 (Double Shutter) = **151.58 Sq Feet**

Area of Shop No 6 & 7 (Single Shutter) = **128.76 Sq Feet**

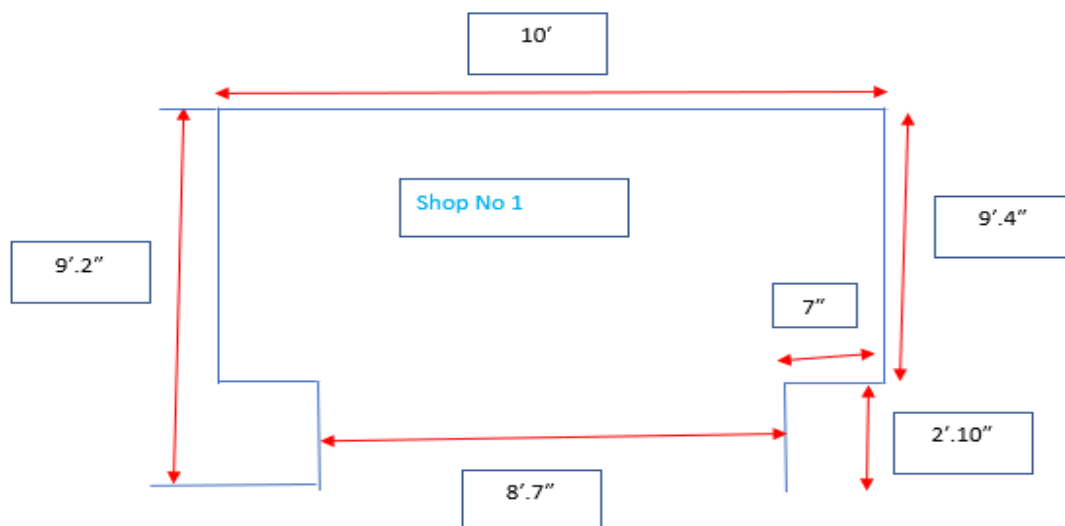
Area of Shop No 8 (Single Shutter) = **230.39 Sq Feet**

Area of Shop No 9 (Single Shutter) = **301.32 Sq Feet**

Area of Shop No 10 & 11 (Single Shutter) = **138.67 Sq Feet**

Area of Shop No 12 (Single Shutter) = **144.11 Sq Feet**

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

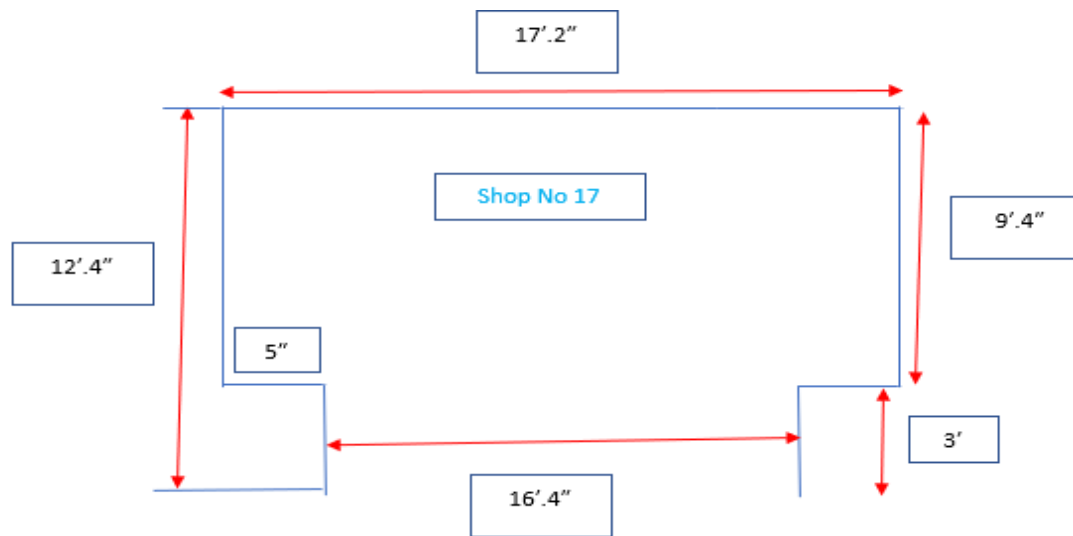


Single Shatter Shops No 1 Area=

$$10 \times 9.2 = 92$$

$$0.7 \times 2.10 = 1.47 \times 2 = 2.94$$

$$92 - 2.94 = \mathbf{89.06 \text{ Sq Feet}}$$

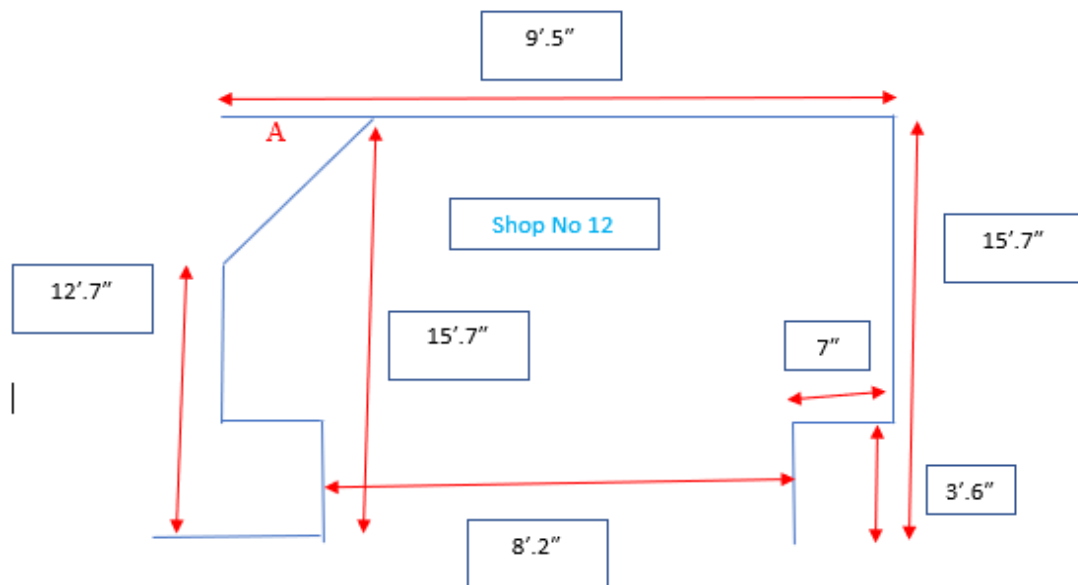


Shops No 17 Area=

$$12.4 \times 17.2 = 213.28$$

$$0.5 \times 3 = 1.75$$

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



Shops No 12 Area=

$$15.7 \times 9.5 = 149.15$$

$$0.7 \times 3.6 = 2.52 \times 2 = 5.04$$

$$149.15 - 5.04 - A = 144.11 \text{ Sq Feet}$$

TUCK-SHOP LOCATIONS

Station Name:

1. Islamia College Bus Station
2. Board Bazar Bus Station



3. Phase 3 Bus Station
4. Tatara Park Bus Station
5. PDA Bus Station



ANNEX-II
APPLICATION FORM

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

Financial Offer for Gulbahar Chowk Underpass Shops			
Sr.	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		

Financial Offer for Faisal Colony Underpass Shops			
Sr.	Faisal Colony	Offered Rent Per Month in PKR Exclusive of all taxes	Offered Rent Per Annum in PKR Exclusive of all Taxes
1.	Shop no. 22		

Financial Offer for Tuck-shops			
Sr	Station Name	Offered Rent Per Month in PKR Exclusive of all taxes	Offered Rent Per Annum in PKR Exclusive of all Taxes
1.	Islamia College		
2.	Board Bazar		
3.	Phase-3		
4.	Tatara Park		
5.	PDA		

Note: The bids will be evaluated and offer is accepted for each shop separately of the qualified bidder(s) quoting highest evaluated price for respective shop and./or tuck-shop. The bidders are required to write down bid price against each shop separately.

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 price quoted for underpass shops and/or Tuck-shops in shape of CDR in the name of Chief Executive Officer (CEO) TransPeshawar

UNDERPASS SHOPS

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/underpass 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/shop.

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 shop No. _____ to the Second Part on monthly 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 underpass shop No. _____ located at _____ for being Tenant of the First Part.

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

That the Agreement shall be deemed to be effective from the date of signature, for a period of three (03) years, which may be extendable for another such period as per terms and conditions of the Agreement;

1. 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;
2. 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;
3. That the Second Part shall ensure that it maintains with TransPeshawar a valid and enforceable Performance Security until the Second Part has fulfilled all its obligations under the Agreement. The Second Part shall deposit six (06) months' rent as performance security within fourteen (14) days of issuance of offer letter in shape of Call Deposit Receipt/Demand Draft from any Schedule Bank of Pakistan in favor of Chief Executive Officer (CEO) TransPeshawar;
4. 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;

5. That the performance security will be released at completion or termination the Agreement and at the time of vacating the said premises and handing over its physical possession to the First Part. The release of performance security shall however, be subject to adjustment for any loss or damages or dues or consumption charges or any other charges;
6. 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;
7. That the Second Part shall not make any structural addition/ alteration without 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;
8. 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;
9. 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;
10. 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;
11. That the Second Part shall not obstruct entrances and exits of the premises, make them dirty or untidy or leave any rubbish on them;
12. That the Second Part shall comply with the Applicable Law which is the subject of the Agreement and with any recommendations of the relevant authorities relating to the supply/removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Properties;
13. 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;
14. 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;
15. That the Second Part shall inform the First Part in the event that the Second Part becomes aware of any defect or damage to the premises;
16. 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;
17. 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 or for any other reasonable purpose as may be required;
18. That the Second Part shall use the said premises for his own business purposes and shall not sub-let it and provide possession or portion thereof to third party or anybody else;
19. 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 also installed Smart Energy Management/ metering system for these facilities. The Second Part shall purchase in advance prepaid unit from the First Part in accordance with their energy demand based on least monthly consumption units. Each shop shall have separate meter reading. First month consumption shall be estimated by the First Part and

subsequently the quantity of purchased units may be as per the last month consumption. The applicable per unit rate for the shop/premises is as per following formula:

Per Unit Rate = Applicable per unit rate for Commercial facility as per NEPRA, as revised from time to time, plus generator fuel adjustment @PKR.3 Per unit Plus Fuel Price Adjustment (FPA) for respective month X Total units consumed X applicable GST.

Per Unit Rate = [PKR.24.5 (NEPRA Unit Rate @PKR.21.5 + Generator Fuel Adjustment @PKR.3 per Unit) + Fuel Price Adjustment for Respective Month] X Total units consumed] X 1.175 (GST);

20. 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;
21. 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;
22. That the Second Part shall not be allowed to use or encroach underpass corridor/pathway for sale of goods or vehicle parking;
23. That the Second Part shall not be allowed to operate any business which is prohibited under any Law or local culture;
24. That the Second Part shall not operate any such business which is not pleasant for underpasses or affecting adversely BRT image / operation it also includes live fire restaurants, LPG, or any other business the First Part perceives as harmful to public safety and interest;
25. 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;
26. That the Second Part shall be responsible for security of their underpass shops and goods therein;
27. That the Second Part shall avoid illegal connections or loose wire in pathway which is strictly prohibited;
28. 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;
29. That the Second Part shall not do such act or actions which harm passenger movement in pathway of underpasses or passengers of bus operation;
30. 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 functions and the Second Part shall be following protocols for the time being notified and enforced;
31. 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 condition. 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;
32. 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;

33. 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:
34. That the First Part shall recover or demand costs from the Second Part for damages caused to First Part's assets;
35. 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
36. That the First Part shall have the right to issue protocols / procedures for use of pathway or other regulation to use pathway in underpasses.
37. 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

- 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 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'.

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 termination of 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 Law 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 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 prior termination notice is issued the Second Part shall be liable to relocate the premises i.e., underpass shop #_____ 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: _____

TUCK-SHOPS

RENT AGREEMENT

THIS AGREEMENT OF RENT is made and executed at Peshawar, on this _____ day of _____, 2021.

1. **Between**

TransPeshawar (The Urban Mobility Company) hereinafter called "TransPeshawar" 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/Lessor**, which expression where the context so require shall mean and include; assignee, authorized and/or legal representatives, wherein party of the **First Part**.

2. **AND**

_____ having its registered office _____, hereafter referred to as **the Tenant/Lessee**, which expression where the context so require shall mean and include their executors, administrator legal representatives and assigns, of the second part, through _____, hereinafter called the Tenant/Lessee, party 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 which for, First Part is desirous to have Tuck-Shop installed at Peshawar BRT Station to facilitate the general public with refreshments etc.

Whereas, TransPeshawar is willing to rent out and utilize the premises measuring 64 sq/ft, allotted on rent of monthly basis to the Tenant/Lessee, collected in advance on quarterly basis, subject to terms and conditions of agreement executed between First Part and Second Part by maintaining relationship of Landlord and Tenant for a fixed tenure/ time.

Whereas, Second Part is agreed to take the premises for Tuck-Shop on rent subject to terms and conditions of agreement executed for being Tenant/Lessee of the First Part.

Now therefore, on acceptance of the following terms and conditions this agreement is executed and signed between First Part and Second Part.

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, exclusive of all taxes, which shall be increased yearly at the rate of 10%. The Tenant/lessee would pay to the Landlord/Lessor Rs _____/only, as quarterly ADVANCE RENT and Rs. _____/only being the SECURITY DEPOSIT. Security deposit shall be refunded to the Tenant/Lessee at the time of vacating the said premises and handing over of physical possession to the Landlord/Lessor. 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/Lessee failed to pay.

II. Roles and Responsibilities

Detailed roles and responsibilities of both parties are as follows;

1. First Part Shall: -

- 1.1 Locate and handover the Second Part possession of the said rental space mentioned in **ANNEX B&C of the rent agreement** for installation and operation of Tuck-shops. Variation up to 10 percent of the dimension is allowed.
- 1.2 Have overall control and supervision of the premises/tuck-shops shall remain vested with First Part who will have 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 the other terms and conditions of the agreement.
- 1.3 Have the right to take possession of rental space with 7 days' prior notice if required for BRT operational purposes or affecting the bus operation or circulation of passengers or for hygiene of BRT Station 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 TransPeshawar or in case of breach of any term and condition of this agreement.
- 1.5 Give access to the Second Part for the installation of Tuck-Shop and allied racks at BRT station within 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 ticket office, switches, fans, socket or additional lighting will be the responsibility of second 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 work on his behalf to BRT station for Tuck-Shop replenishment or other activity, if TransPeshawar raised objection on such.
- 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. Upon completion of three months, the advance for next period (three-month) shall be deposited 10 days prior to expiry of previous three-month period.
- 2.2 Shall deposit one-time six-monthly rent as a security in the name of CEO TransPeshawar which shall be released at the expiry of rent agreement after due clearance.
- 2.3 In case of delay in agreed quarterly rent, surcharge will be levied as per following schedule attached in **Annex-A**.
- 2.4 That this Rent Agreement shall be signed within seven (7) days of Letter of Intimation from TransPeshawar upon acceptance.
- 2.5 Regarding Installation of Tuck-Shop;
 - a) Shall install Tuck-Shop as per attached design, specification and dimensions (**Annex-B**) of the agreement.
 - b) 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.

- c) 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 total electricity consumptions will be updated as per changes in fuel adjustment rate, NEPRA rate, and GST only. Present Applicable per unit rate for Commercial facility is as per following formula:

$$= \text{Applicable per unit rate for Commercial facility as per NEPRA plus Generator fuel adjustment charges @ Rs.3 per unit} \times \text{Total units consumed} \times \text{applicable GST} = [24.5 (\text{Unit Rate (3)} + \text{NEPRA Rate (21.5)}) \times \text{Total units consumed}] \times 1.175 (\text{GST})$$
 - 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, approval of TransPeshawar will be required. Estimated monthly cost of electricity shall be paid in advance at prevailing PESCO rates.
- 2.7 Shall not be allowed to sub-let the rights 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 Refreshment usage/ retail product except following;
- 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) Will not use fire from any source (including gas) for any cooking process.
 - e) Not keep / store any dangerous substance which is also harmful to the human.
 - f) Not sell items which are prohibited under the laws.
 - g) ATM/Retail Banking.
- 2.9 Be responsible for dispose of Tuck-Shop waste/trash, water etc. on regular interval to keep premises clean and tidy all times. Facilities such as water and sewerage disposal are not provided at stations. The Second Part will have to make arrangements for disposal of solid waste, which will be removed from the station's premises on a regular basis to ensure perfect cleanliness.
- 2.10 All the customers of the tuck-shops shall avoid standing and hindrance and take refreshment items away along with themselves and the Lessee shall be responsible to display instructions that fall under this agreement or TPC may issue timely instructions regarding the use and disposal of refreshments. Further, before closing hour the lessee 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. The Tuck-Shop along with all electrical connections and meters will be handed over to First part for ownership and future use.
- 2.19 Comply 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 rules/ regulations.
- 2.20 Related to tuck-shop and scope of business any permission, license, registration and/or formalities involved is to be the responsibility of the Second part and would indemnify TPC of any or the related liability.

III. Settlement of Disputes

- iv. Both parties shall amicably resolve any disagreement or disputes arising between them in connection with this agreement or its interpretation by direct informal negotiations.
- v. If any dispute, or controversy arise between Parties relating to the interpretation or application of this Agreement and which cannot be settled amicably, the matter in dispute shall be referred to MD KPUMA whose decision will be binding on Parties.
- vi. In case of failure of Para (ii) above, the matter/dispute shall be referred arbitration under the law of Arbitration Act 1940 subject to prior written notice and the mutually agreed terms of arbitration.

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. This agreement may be extended for a further term as agreed by both the parties in writing on same Terms and Condition, if required one month prior to expiry.

V. Breach, Penalty and Termination

- i. If the Second Part commits a material breach of this Agreement and fails to remedy the breach within seven (07) Business Days after receipt from TPC of a notice calling upon it to do so or such other time as specified by TPC then TPC 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 it (First Part) may have under Applicable Law or in accordance with this Agreement, to seek specific performance of this Agreement or to terminate this Agreement forthwith on notice to the Second Part and in either event, to recover such damages as it may have sustained. For purposes of this Agreement, a breach shall also include but not be 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 violation under the Agreement on same or multiple issues impacting the vary purpose of this Agreement.
- iii. For all purposes, once the prior termination notice would be issued the Tenant/Lessee shall be liable to relocate the premises i.e., Tuck-Shop after the notice period within 1 week. Further the Landlord/Lessor would have to avail every right and legal remedy against the property being public and the illegal possession would be an encroachment of Landlord/Lessor's property.

VI. Amendment(s)

Through mutual consultation, the Rent 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.

VII. Termination for Convenience

Either Part can terminate contract with three-month advance notice to the other Part without assigning of any reason.

VIII. Laws

The governance of this contract shall be the laws implemented in Pakistan and including its amendments and its rules/regulations.

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 this Agreement nor any of the rights, interests or obligations of the Lessee hereunder shall be assigned hereto (whether by operation of law or otherwise) without the prior written consent of the Landlord/lessor. However, that the Lessee/tenant may assign certain of their rights and obligations under this Agreement to any of their Affiliates, but only to the extent that such assignment would not result in an impairment of the Landlord/lessor 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 from 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 restricted to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the 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/Lessor to decide whether to continue with the contractual obligations or not.

XV. Taxes, Duties, Fees, Charges

All taxes, duties, fees and other charges shall be borne by Tenant/Lessee. 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 this 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:

.....

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.

First Part

Name:

Designation: Chief Executive Officer

Company: TransPeshawar (The Urban Mobility Company)

Second Part

Name:

Company:

WITNESSES:

1. _____

2. _____

Name: _____

Name: _____

CNIC: _____

CNIC: _____

ANNEX-A

Late Fee Schedule

- 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.

ANNEX-B

TUCK SHOP DESIGN AND SPECIFICATION



SPECIFICATION:

- * Size: 8ft x 8ft
- * Fully Secured, wooden kiosk constructed with pre-laminated MDF/Chipboard with thickness not less than 1/4 inch. Kiosk shall have a central door and windows and racks on both sides of the kiosk.
- * Branding and Kiosk color as agreed by Trans/eshawar
- * 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 Trans/eshawar
- * Electrical supply and 2 no. Twin sockets
- * Workshop and food preparation area with wipe down surface and splash-back
- * Storage cupboard

ANNEX-C

TUCK-SHOP LOCATIONS

Station Name

1. Islamia College
2. Board Bazar



3. Phase 3
4. Tatara Park
5. PDA

