

Bid Solicitation Documents

for

Rental of Underpass Shops at Faisal Colony, Gulbahar Chowk and Tuck Shops in Peshawar BRT Bus Stations

Issued on.: November 16, 2024

Bid Solicitation Document No.: TPC/BD/AUC/FC&GBC/2024-25/003

Procuring Entity.: TransPeshawar (The Urban Mobility Company)

Preface

This Bid Solicitation Document is prepared by TransPeshawar (The Urban Mobility Company) for **Rental of Underpass Shops at Faisal Colony, Gulbahar Chowk and Tuck Shops in Peshawar BRT Bus Stations**. The procedure of bidding is Single Stage- One Envelope.

Table of Contents - Summary Description

The bid solicitation document consists of the following:

1. Instructions to Bidders (ITB)

This section specifies the procedures Bidders should follow when preparing and submitting their bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract. This also includes the detail, dimensions and covered area of shops along with Application Form.

2. Lease Agreement

This section contains the clauses that govern the Contract.

**Rental of Underpass Shops at Faisal Colony,
Gulbahar Chowk and Tuck Shops in Peshawar BRT
Bus Stations**

Instructions to Bidders

TransPeshawar (The Urban Mobility Company) invites sealed bids from individuals (Pakistani nationals with valid CNIC) or firms/companies registered with registrar of firm/SECP respectively for lease/rentals of underpass shops and tuck shops as per following details:

S. No.	Description	Deadline for Submission of Bids	No. of Shops	Reserve Price (Exclusive of all Taxes)	Remarks
1.	Underpass shops at Gulbahar Chowk BRT Peshawar Bus Station	11:30 AM (PST), December 04, 2024	10	8,000/-	The bidder quoting bid below reserve price shall be rejected.
2.	Underpass shops at Faisal Colony BRT Peshawar Bus Station		05	6,000/-	
3.	Tuck-Shops at Mall Road, Tatara Park, FC Chowk and Tehkal Payyan BRT Peshawar Bus Stations		04	10,000/-	

Shop wise detail, and dimensions/covered area is provided as **Annex-I & Annex-II** respectively. The bidder shall construct Tuck Shop, based on dimensions, location and design attached as provided, at their own cost and liability at FC Chowk and Tehkal Payyan.

Bids can be submitted for single or multiple shops. The bids will however, be evaluated for each shop separately and responsive bidder quoting highest evaluated price for respective shop will be selected.

1. Open competitive bidding

1.1. The bids are invited under 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 is pre-requisite for perspective 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.

2.2. Employees of the TransPeshawar or members of Board or Committee of TransPeshawar shall be barred to participate in the bidding process for offering their bids.

3. Documents for Submission:

3.1. The bidder shall fill in Application Form (**Annex-III**) and attach following documents:

- i. A copy of CNIC or certificate of registration/incorporation of firm/company with Registrar of Firms or SECP respectively;

- ii. Power of Attorney (on the format attached as **Annex-IV**) by the bidder on a notarized stamp paper of PKR.100, if the bidder is submitting bid through a representative or in case the bidder is a firm of a company.
- iii. 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. The bid security may be provided separately for each shop or collectively for all shops if applying for more than one shop.

3.2. Application Form along with requisite documents sealed in an envelope shall be sent at, Reception Desk 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 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 11:30 AM dated December 04, 2024 at Reception Desk 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 bearing the name of procurement and address of bidder and TransPeshawar. The bid will be considered submitted upon physical receipt by TransPeshawar of the master envelope or any other evidence the TransPeshawar 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 may be provided separately for each shop or collectively for all shops if applying for more than one shop. The bid security for shops against which the bidder is declared as successful will be adjusted as advance quarterly rent and balance amount 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 he fails to:

- Deposit performance security as per terms and conditions of bid solicitation documents;
- Sign the Lease Agreement as per terms and conditions of the bid solicitation 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.

9. Opening and Evaluation of bids:

9.1. The sealed bids will be opened by the Auction Disposal Committee at 11:45 AM December 04, 2024 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 shop separately. The bidder quoting highest evaluated prices against the given shop will be declared as successful bidder for the specific shop subject to approval of competent authority. The successful bidder will be issued letter of acceptance to the effect.

11.2. TransPeshawar may negotiate with the Successful Bidder for the award of the Contract, including maximization of the prices, for the benefit of the public exchequer, in term of Rule 50(D) of Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rule, 2014.

12. Signing of Lease Agreement

12.1. Within fourteen (14) days of issuance of letter of acceptance, the successful bidder shall sign Lease 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 lease agreement.

13.2. Failure of the successful Bidder to submit the requisite performance security or to sign the Lease 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 as applicable laws.

14. Possession of Shops:

14.1. Possession of shops will be given after the successful party have submitted performance security and signed the Lease Agreement including deposit of 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. The bidders shall be responsible for bearing all cost associated with preparation and submission of bids irrespective of outcome of 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;

16.2. TransPeshawar may terminate the bidding process if no bid meets the reserve price;

16.3. 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.

**Annex-I
Shops Detail**

<u>S.No</u>	<u>Gulbahar underpass BRT Peshawar Bus Station Shop No.</u>	<u>Faisal Colony underpass BRT Bus Station Shop No.</u>	<u>Name of BRT station for Tuck Shops</u>
1	1	13	Mall Road
2	2	14	Tatara Park
3	3	15	FC Chowk
4	4	22	Tehkal Payyan
5	5	25	
6	7		
7	15		
8	16		
9	17		
10	18		

Annex-II

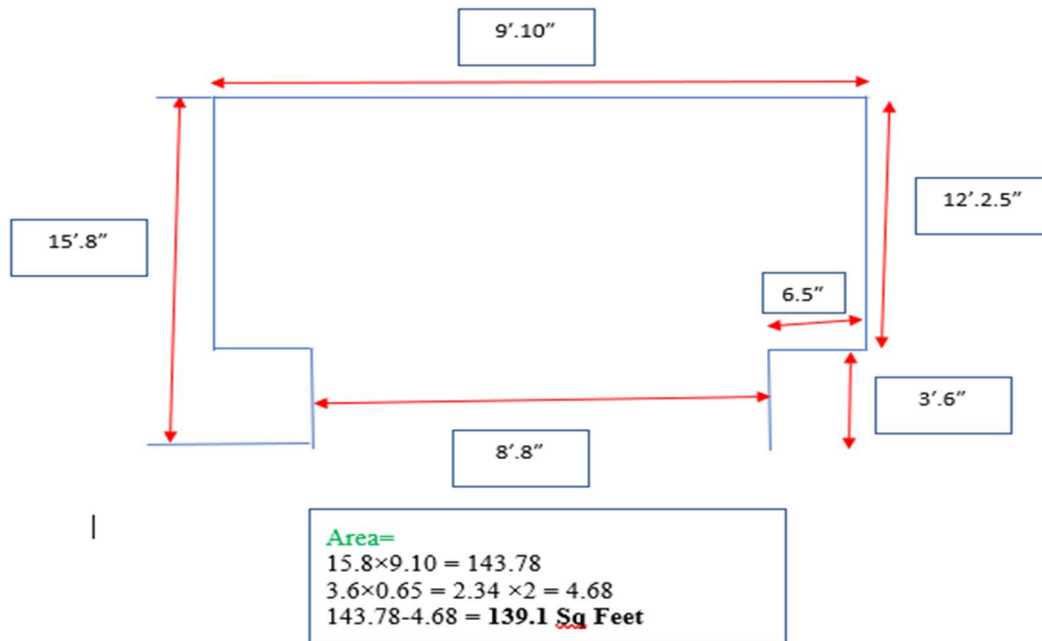
Dimensions/Covered Area

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

Summary:

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

- Area of Shops 13, 14, 15, 22 and 25 = **139.1 Sq Feet**



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

Summary:

Total No. of Shops = 17

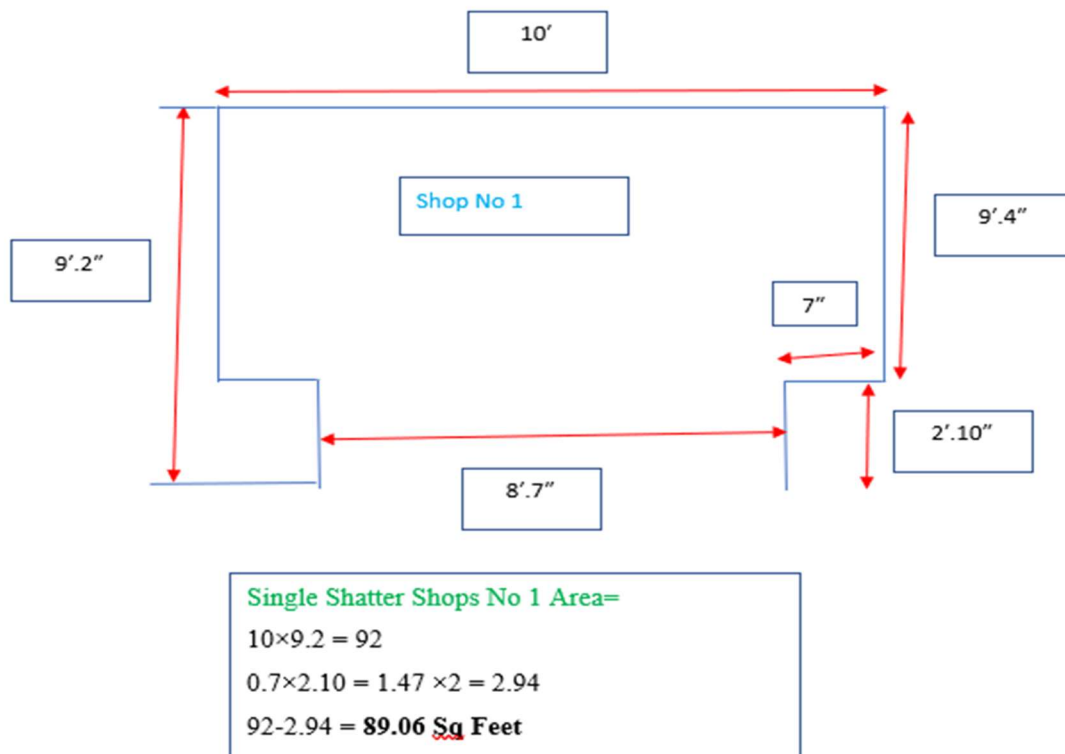
- Single Shutter Shops = 9
- Double Shutter Shops having same Area= 8

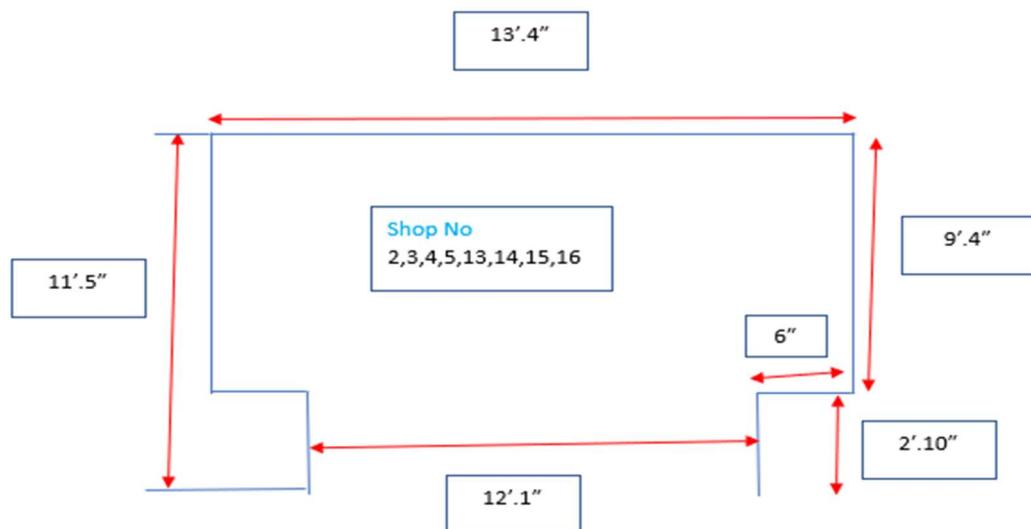
Area of Shop No 1 (Single Shutter) = **89.06 Sq Feet**

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

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

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



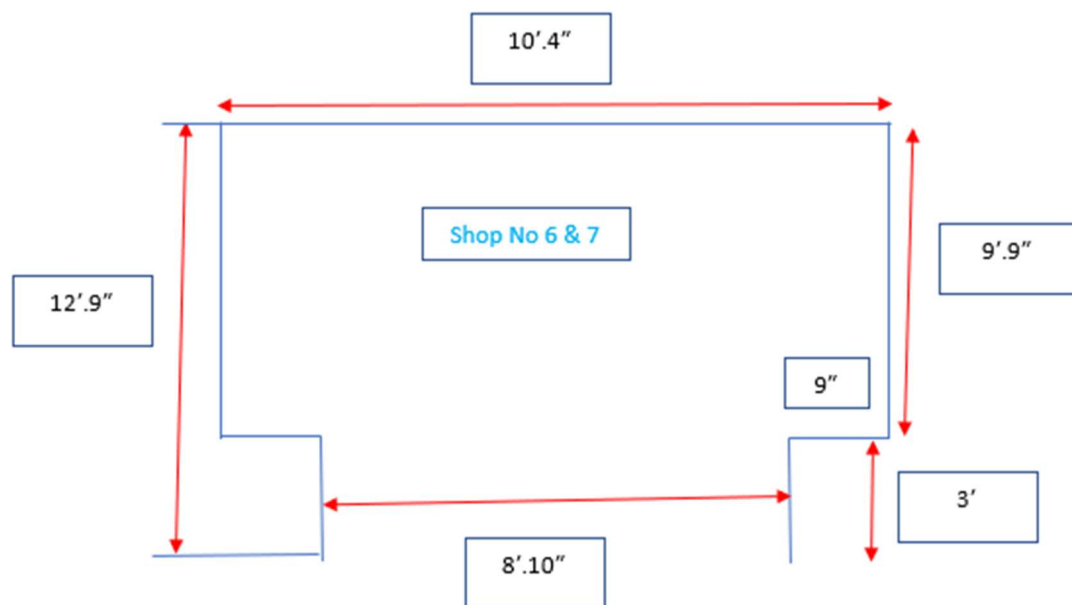


Double Shatter Shops Area=

$$11.5 \times 13.4 = 154.1$$

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

$$143.78 - 2.52 = 141.26 \text{ Sq Feet}$$

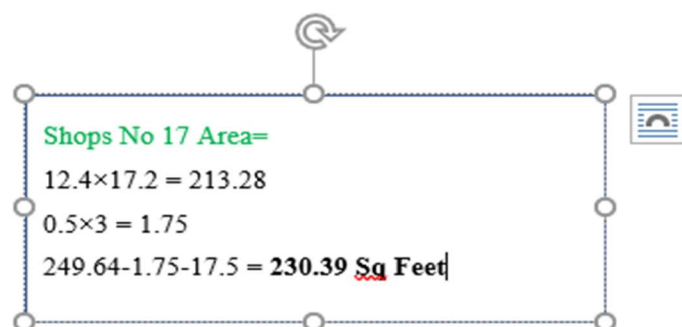
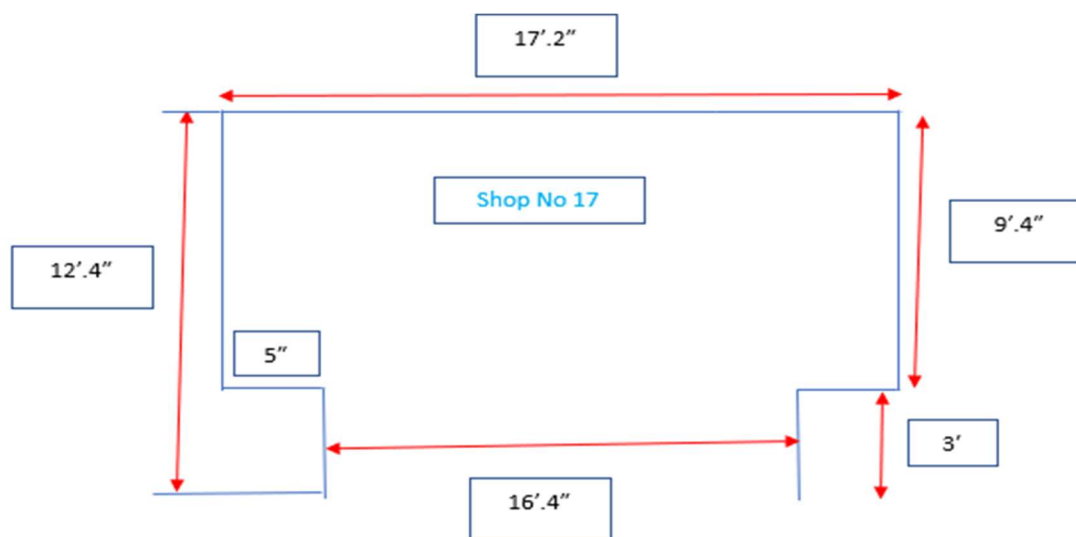


Shops No 6 & 7 Area=

$$12.9 \times 10.4 = 134.16$$

$$3 \times 0.9 = 2.7 \times 2 = 5.4$$

$$134.16 - 5.4 = 128.76 \text{ Sq Feet}$$





Annex-1

Tuck-shop Design





Tuckshop at Tehkal Payyan BRT Station





Tuckshop at FC Chowk BRT Station



**Annex-III
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			
S. No	Gulbahar Chowk Underpass Shop No	Offered Rent per Month in PKR Exclusive of all Taxes	Offered Rent per Annum in PKR Exclusive of all Taxes
1	1		
2	2		
3	3		
4	4		
5	5		
6	7		
7	15		
8	16		
9	17		
10	18		
Financial Offer Faisal Colony Underpass Shops			
S. No	Faisal Colony Underpass Shop No	Offered Rent per Month in PKR Exclusive of all Taxes	Offered Rent per Annum in PKR Exclusive of all Taxes
1	13		
2	14		
3	15		
4	22		
5	25		
Financial Offer for Tuck-Shops			
S. No	Name of BRT Station for Tuck Shop	Offered Rent per Month in PKR Exclusive of all Taxes	Offered Rent per Annum in PKR Exclusive of all Taxes
1	Mall Road		
2	Tatara Park		
3	FC Chowk		
4	Tehkal Payyan		
Bid Amount			

Note: The bids will be evaluated and offer is accepted for each shop separately of the bidder(s) quoting highest evaluated price for respective shop.
The bidders are required to fill the rates and prices against the desired shops while leave the rates and prices against other shops as blank. The bidders are also required to put aggregate amount as "Bid Amount" in the last row.

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

Name of Bidder: _____

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 of quoted shops in shape of Demand Draft/Pay Order/CDR in the name of Chief Executive Officer (CEO) TransPeshawar;
- iii. Power of Attorney (on the format attached as **Annex-IV**) by the bidder on a notarized stamp paper of PKR.100, if the bidder is submitting bid through a representative or in case the bidder is a firm of a company.

Annex-IV
Power of Attorney

(For the bidder participating in the bidding through a representative or Firm/Company)

[On a stamp paper of Rs. 100/-]

THIS POWER OF ATTORNEY is executed at _____ on this _____ day of _____, by [insert name of the Bidder] at [insert the address] (hereinafter, referred to as the “**Grantor**”), which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns.

WITNESSETH

WHEREAS the Grantor intends to submit a bid to TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Procuring Entity**”), in respect of “**Rental of Underpass Shops at Faisal Colony, Gulbahar Chowk and Tuck Shops in Peshawar BRT Bus Stations**” (hereinafter, referred to as “**the Assets**”), and to do the follow up related actions (hereinafter, jointly referred to as “**the Transaction**”), and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

WHEREAS the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the disposal of the assets referred to warrants submission of a Power of Attorney to the said appointment.

WHEREAS the Grantor represents and warrants to the Procuring Entity that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

NOW THEREFORE THIS DEED WITNESSETH the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. _____, son/daughter of _____, residing at _____ and holding CNIC No. _____ as its true and lawful attorney holding designation [insert the designation] (hereinafter, referred to as “**the Attorney**”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Transaction, including:

1. to visit and inspect the assets for disposal, seek clarification of the BSD, and attend the pre-bid meeting;
2. to participate in the Auction and offer a bid or bids following provisions of the BSD;
3. to attend the bids opening event and the bidding process in respect of the Transaction and generally to take such actions and decisions as may be necessary for the bidding;
4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Entity and/or any other interested parties;
5. to receive notices, instructions, and orders for and on behalf of the Grantor(s); and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done following this Power of Attorney shall be binding on the Grantor.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

All terms used in this instrument, but not defined herein, shall have the meaning given to them in the BSD

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney on the date and place first written above.

WITNESSES:

[Signature, Name, Father's Name, and CNIC]

INSERT NAME OF THE GRANTOR]

[Signature, Name, Designation, and CNIC]

1. _____

2. _____

NOTARY PUBLIC: (Name, Signature, Seal, Number, and Date) _____

LEASE AGREEMENT
Underpass Shops

THIS AGREEMENT OF TENANCY is made at Peshawar, on this _____ day of _____, 2024 (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/shop.

Whereas, the First Part has been assigned implementation, operations and maintenance of Peshawar BRT 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 Least out shop No. _____ situated at ----- (hereinafter called the Shop or the Premises) to the Second Part on monthly rent 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 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:

1. That the Agreement shall be deemed to be effective from the date of signature by both parties, for a period of three (03) years (hereinafter called the "Term"), which may be extendable for another such Term as per terms and conditions of the Agreement;
2. That the monthly rent of the Premises is mutually agreed as (amount in words and figure in PKR. exclusive of all taxes) which shall be subject to yearly increase @10% of monthly rent and quarterly rent will be revised accordingly;
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 ensure that it maintains with First Part 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 letter of acceptance in shape of Call Deposit Receipt/Demand Draft from any Schedule Bank of Pakistan in favor of Chief Executive Officer (CEO) TransPeshawar;
5. That if the Performance Security is partially liquidated, the Second Part is obliged to replenish the Performance Security equal to amount so detected within seven (07) business 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 First Part shall be entitled to liquidate the remainder of the Performance Security and terminate this Agreement pursuant to clause IV below;

6. That the performance security will be released at completion or termination of 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;
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 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 the First Part 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 them;
13. 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;
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 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 the 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 or for any other reasonable purpose as may be required;
19. That the Second Part shall use the Premises for his own 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 applicable per unit rate for the shop/premises is as per following formula:
= (Total PKR Amount in Pesco bill for the respective month/Total units consumed in Pesco bill for the respective month) + Genset charges @PKR 6.51*
*Genset charges shall be subject to variation on quarterly basis utilized in Genset on formula used by the First Part.
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 / operation it also includes live fire restaurants, LPG, or any other business 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 functions 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 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;
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 stipulated in the Agreement or determined by the First Part and failure shall constitute material breach to the Agreement;
35. That the First Part shall recover or demand costs from the Second Part for damages caused to First Part's assets;
36. 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 30th day, from due date of payment of quarterly advance rent.
 - b) PKR. 1000 per day of delay, up to 60th day, from due date of payment of quarterly advance rent.
 - c) PKR. 1500 per day of delay, up to 90th day, from due date of payment of quarterly advance rent.
 - d) More than 90th day of delay shall lead to cancellation of Lease Agreement and forfeiture of performance security along with sealing of the Premises.
37. 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
38. That the First Part shall have the right to issue protocols / procedures for use of pathway or other regulation to use pathway in underpasses.
39. 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

A. Disputes

For the purposes of this Clause, the term “dispute” shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Contract, the carrying into effect of the Contract, the interpretation or application of the provisions of the Contract, the Parties’ respective rights and obligations in accordance with and arising out of the Contract or the validity, enforceability, rectification, termination or whether in whole or in part, of the Contract. Save as otherwise provided for in the Contract, any dispute between the Parties arising in connection with the Contract shall be resolved in accordance with the provisions of this Clause.

B. Resolution by Chief Executives

Any dispute arising in connection with the Contract, during currency of the Contract, may be referred by either Party to the Chief Executive Officer of the Service Provider and the Chief Executive Officer of the TPC (or such other senior executives as the relevant Parties may determine) who shall resolve the matter within fifteen (15) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

C. Arbitration

If the Parties are unable to resolve the dispute by the Chief Executives pursuant to Clause above, either Party may refer the dispute to arbitration within 30 days of failure of the Chief Executive Officers to resolve the dispute within 15 days, by notifying the other Party in writing of its intention to do so. In case the matter is taken to the arbitration, both the parties will nominate their arbitrators within fifteen (15) days, who will appoint an umpire with mutual consent within period not exceeding fifteen (15) days. In case of failure to appoint an umpire by the arbitrators, provisions of Arbitration Act, 1940 shall be invoked. The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this Clause by reference.

- i. 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.
- ii. Unless otherwise required by the TPC, 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.
- iii. Unless otherwise required by the TPC, all evidence, submissions or documents presented at the arbitration in a language other than the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- iv. 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.
- v. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Contract.
- vi. Any monetary award in any arbitration shall be denominated and payable in PKR.
- vii. 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 the Contract and except as provided by the Contract 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.
- viii. 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.
- ix. Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Contract and the Service Provider shall proceed with its obligations under the Contract 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 by both the parties for a period of three (03) years, further extendable on the mutual consent of the parties.
- ii. In case Second Part intends to extend the Agreement, it shall communicate to the First Part, of its intention, in writing at least three (03) months before expiry of the Agreement, on the same or revised terms and condition, as deemed appropriate by the First Part;
- iii. Refusal for extension or termination of the Agreement, by the First Part, shall be construed as notice for vacation of the Premises not later than by the last day of the Term or the Notice, as the case may be.
- iv. The First Part shall have the right to terminate the Agreement and take possession of the Premises 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.
- v. That the Second Part shall vacate and handover peaceful possession of the Premises to First Part at the end of the Term or earlier termination of the Agreement not later than by the last day of the Term or the Notice, as the case may be.

III. Material Breach

For purposes of this Agreement, a material breach shall include, but not be limited to:

- i. Failure of Second Part to pay quarterly advance rent by more than ninety (90) days of the due date as per terms and conditions of the Agreement;
- ii. Issuance of three Notices in a month for violation under the Agreement on same or multiple issues impacting the vary purpose of the Agreement;
- iii. If the Second Part is unable to replenish the performance security within 7 business days.

IV. Penalty and Termination

- i. If the Second Part fails to perform its obligations under the Agreement and remedy the breach within seven (07) Business Days, after receipt from the First Part of a notice calling upon it to do so or such other time as specified by the First Part in writing, then the First Part shall be entitled to impose penalty to the amount equal to Rs. 5000 per instance which will be deducted from the performance security and the Second Part shall replenish the deducted amount within seven (07) business days of such deduction;
- ii. The First Part, in addition to and without prejudice to any other right it may have under the Applicable Laws or in accordance with this Agreement, may seek specific performance of the Agreement;
- iii. If the Second Part commits a material breach of the Agreement, the First Part shall have the right to terminate this Agreement forthwith on notice to the Second Part. In case of termination the performance security, remaining or full as the case may be, shall be forfeited and possession of the Premises shall be taken over by the First Part.

V. Amendment

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.

VI. Termination for Convenience

Save as otherwise provided, the First Part may terminate the Agreement with three-month advance notice to the Second Part without assigning any reason and such three months' notice period would be considered as actually utilized period.

VII. Laws

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

VIII. Waiver

No waiver by either party of any breach of or of compliance with any condition or provision of the 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.

IX. 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 the 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 the Agreement.

X. Assignment

Neither by the Agreement nor by any other means any of the rights, interests or obligations of the Second Part hereunder shall be assigned to any other person (whether by operation of law or otherwise) without the prior written consent of the First Part.

XI. 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.

XII. Indemnity

The Second Part shall indemnify First Part for all injury, loss, claims or damage to any person or property while on the Premises. It may also include the liabilities on the part of the Second Part and contractual obligations under the Agreement unless proved otherwise on part of the tenant.

XIII. 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 First Part to decide whether to continue with the contractual obligations or otherwise.

XIV. Taxes, Duties, Fees, Charges

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

XV. 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:

.....
.....

XVI. Entry into Force

The 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:

Address:

WITNESSES:

1. _____

Name: _____

CNIC: _____

2. _____

Name: _____

CNIC: _____

LEASE AGREEMENT
TUCK SHOP

THIS LEASE AGREEMENT is made and executed at Peshawar, on this _____ day of _____, 2024 (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

_____ through _____ having CNIC/registration No. _____ with address/ registered office address _____, (hereafter referred to as **the Tenant**, which expression where the context so require shall mean and include their executors, administrator and legal representatives) of the **Second Part**.

Whereas, the First Part has been assigned implementation, operations and maintenance of Peshawar BRT including its business development and revenue generation/enhancement from the properties handed over to it in connection with the affairs of the Peshawar BRT.

Whereas, First Part is willing to Lease out Tuck Shop/Premises situated at _____ (hereinafter referred as Tuck Shop or the Premises) to the Second Part on monthly rent 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 install and operate Tuck Shop having covered area of _____ Sqft under this Agreement, 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:

1. That the Agreement shall be deemed to be effective from the date of signature by both parties, for a period of three (03) years (hereinafter called the "Term"), which may be extendable for another such Term as per terms and conditions of the Agreement;
2. That the monthly rent of the Premises is mutually agreed as (amount in words and figure in PKR. exclusive of all taxes) which shall be subject to yearly increase @10% of monthly rent and quarterly rent will be revised accordingly;
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 in designated bank account.
4. That the Second Part shall ensure that it maintains with First Part 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 Letter of Acceptance in shape of Call Deposit Receipt/Demand Draft from any Schedule Bank of Pakistan in favor of Chief Executive Officer (CEO) TransPeshawar;
5. That if the Performance Security is partially liquidated, the Second Part is obliged to replenish the Performance Security equal to the amount so liquidated within seven (07) business 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 the Agreement and First Part shall be entitled to liquidate the remainder of the performance security and terminate the Agreement pursuant to Clause IV below;
6. That the performance security will be released at completion or termination of the Agreement and at the time of vacating the Premises and handing over its physical possession i.e.; Tuck Shop along with all electrical connections and meters to the First Part.

The release of performance security shall however, be subject to adjustment or forfeiture for any loss or damages or dues or consumption charges or any other charges;

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 install and operate Tuck Shop on premises based on dimensions, location and design attached as **Annex-I**. Furthermore, the Second Part shall construct Tuck Shop at their own cost and liability in those BRT stations where tuck shops are not available.

9. 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 and/or within relevant BRT station, including electrical and plumbing installations, without the First Part's prior written approval;

10. That the Second Part not to do or permit to be done on the Premises and/or within relevant BRT station anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the First Part and general public;

11. 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;

12. That the Second Part shall not cause or permit to be caused any damage to (i) the Premises, relevant BRT station and/or any neighboring properties; and (ii) any property of the First Part or the owners of any neighboring properties;

13. 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;

14. The First Part shall be entitled to recover or demand costs for damages caused by Second Part to the Premises, and/or assets of the First Part;

15. That the Second Part shall not obstruct entrances and exits in the relevant BRT station, make them dirty or untidy or leave any rubbish on them;

16. That the Second Part shall comply with and abide by all the laws, rules, and regulations of the Government (Federal, Provincial, and/or local), regulators and statutory bodies of Pakistan;

17. That the Second Part shall observe Standard Operating Procedures (SOPs) / Code of Conduct as and when issued by the First Part during currency of the Agreement for regulating affairs and operation of the Premises, 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.

18. 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 or termination of the Agreement in accordance with the provisions of the Agreement;

19. The Second Part shall not throw any waste in the pathway/corridor. It shall be responsible for waste/trash, water etc. disposal of the Premises on regular basis, especially before closing each day, so as to keep the Premises clean and tidy all times. The Second Part will have to make its own arrangements for disposal of solid or any other wastes on regular basis to city disposal points to ensure perfect cleanliness.

20. That the First Part shall be entitled to issue notices to the Second Part in accordance with the Agreement;

21. 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;

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

23. The Second Part shall be responsible for all costs related to installation of Tuck-Shop including electrical wires connecting Kiosk to ticket office main DB, 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

24. 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 installation of electricity cable from the Premises 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.

25. The Second Part shall be responsible for installation of calibrated/PESCO approved KWH Check meter(s) and associated cabling;

26. The Second Part shall be responsible for payment of electricity charges on monthly basis by the 10th of each month. The formula for per unit kWh determination shall be as follows:

= (Total PKR Amount in Pesco bill for the respective month/Total units consumed in Pesco bill for the respective month) + Genset charges @PKR 6.51*

*Genset charges shall be subject to variation on quarterly basis utilized in Genset on formula used by First Part.

27. In case of installation of Air-conditioning or refrigeration load or equivalent load by the Second Part, prior approval of the First Part will be required.

28. That the repairs, caused by the usage and/or negligence of the Second Part shall be borne by the Second Part;

29. That the Second Part shall not be allowed to use or encroach pathway/corridor for sale of goods;

30. That the Second Part shall be responsible for security of the Premises, goods and cash therein;

31. That the Second Part shall avoid illegal connections or loose wire in pathway/BRT Station which is strictly prohibited;

32. 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;

33. That the Second Part shall not do such act or actions which harm passenger movement in pathway/BRT station or passengers of bus operation;

34. 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;

35. 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 is 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 so determined by First Part, effect the required compliance including repairs/maintenance at its own cost;

36. That the First Part shall disconnect electricity apart from any other remedy provided for under the Agreement, if the Second Part fails to pay quarterly advance rent and/or electricity bills in accordance with the Agreement;

37. In case of delay in payment of quarterly rent, surcharge will be levied as per following schedule below:

- i. PKR. 500 per day of delay, up to 30th day, from due date of payment of quarterly advance rent.
- ii. PKR. 1000 per day of delay, up to 60th day, from due date of payment of quarterly advance rent.
- iii. PKR. 1500 per day of delay, up to 90th day, from due date of payment of quarterly advance rent.
- iv. More than 90 days shall lead to cancellation of Lease Agreement and forfeiture of performance security along with sealing of the Premises.

38. That in case of any man made or natural calamity, the Second Part will not be entitled to claim and/or compensation;

39. The First Part will have the right to finalize or change the location of the Premises at Stations keeping the scenario of BRT operations in best public interest.

40. The First Part will have the right to remove or restrict movement, in BRT station, of Second Part or anyone who works on his behalf in connection with the Premises, replenishment or otherwise, if First Part raises objection on such activity.

41. The Second Part shall 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;
- i) any harmful instruments/material.

42. The Second Part shall be responsible to display instructions so as to avoid standing and hindrance and guide customers to take refreshment items away along with themselves.

43. The Second Part shall not be allowed to enter station without fare or travel without fare or facilitating staff to travel without fare.

44. The Second Part shall remove its staff within 24 hours if so instructed by the First Part through notice, without assigning any reason.

45. The Second Part shall be responsible for obtaining permission, license, registration and/or other authorization, if required by the law, for conducting relevant business.

I. Settlement of Disputes

A. Disputes

For the purposes of this Clause, the term “dispute” shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Contract, the carrying into effect of the Contract, the interpretation or application of the provisions of the Contract, the Parties’ respective rights and obligations in accordance with and arising out of the Contract or the validity, enforceability, rectification, termination or whether in whole or in part, of the

Contract. Save as otherwise provided for in the Contract, any dispute between the Parties arising in connection with the Contract shall be resolved in accordance with the provisions of this Clause.

B. Resolution by Chief Executives

Any dispute arising in connection with the Contract, during currency of the Contract, may be referred by either Party to the Chief Executive Officer of the Service Provider and the Chief Executive Officer of the TPC (or such other senior executives as the relevant Parties may determine) who shall resolve the matter within fifteen (15) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

C. Arbitration

If the Parties are unable to resolve the dispute by the Chief Executives pursuant to Clause above, either Party may refer the dispute to arbitration within 30 days of failure of the Chief Executive Officers to resolve the dispute within 15 days, by notifying the other Party in writing of its intention to do so. In case the matter is taken to the arbitration, both the parties will nominate their arbitrators within fifteen (15) days, who will appoint an umpire with mutual consent within period not exceeding fifteen (15) days. In case of failure to appoint an umpire by the arbitrators, provisions of Arbitration Act, 1940 shall be invoked. The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this Clause by reference.

- i. 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.
- ii. Unless otherwise required by the TPC, 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.
- iii. Unless otherwise required by the TPC, all evidence, submissions or documents presented at the arbitration in a language other than the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.
- iv. 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.
- v. The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Contract.
- vi. Any monetary award in any arbitration shall be denominated and payable in PKR.
- vii. 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 the Contract and except as provided by the Contract 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.
- viii. 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.
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- i. Unless otherwise agreed between the parties, the agreement shall be effective from the date of signature by both the parties for a period of three (03) years, further extendable on the mutual consent of the parties.
- ii. In case Second Part intends to extend the Agreement, it shall communicate to the First Part, of its intention, in writing at least three (03) months before expiry of the Agreement, on the same or revised terms and condition, as deemed appropriate by the First Part;
- iii. Refusal for extension or termination of the Agreement, by the First Part, shall be construed as notice for vacation of the Premises not later than by the last day of the Term or the Notice, as the case may be.
- iv. The First Part shall have the right to terminate the Agreement and take possession of the Premises 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.
- v. That the Second Part shall vacate and handover peaceful possession of the Premises to First Part at the end of the Term or earlier termination of the Agreement not later than by the last day of the Term or the Notice, as the case may be.

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For purposes of this Agreement, a material breach shall include, but not be limited to:

- i. Failure of Second Part to pay quarterly advance rent by more than ninety (90) days of the due date as per terms and conditions of the Agreement;
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- iii. If the Second Part is unable to replenish the performance security within 7 business days.

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- i. If the Second Part fails to perform its obligations under the Agreement and remedy the breach within seven (07) Business Days, after receipt from the First Part of a notice calling upon it to do so or such other time as specified by the First Part in writing, then the First Part shall be entitled to impose penalty to the amount equal to Rs. 5000 per instance which will be deducted from the performance security and the Second Part shall replenish the deducted amount within seven (07) business days of such deduction;
- ii. The First Part, in addition to and without prejudice to any other right it may have under the Applicable Laws or in accordance with this Agreement, may seek specific performance of the Agreement;
- iii. If the Second Part commits a material breach of the Agreement, the First Part shall have the right to terminate this Agreement forthwith on notice to the Second Part. In case of termination the performance security, remaining or full as the case may be, shall be forfeited and possession of the Premises shall be taken over by the First Part.

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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.

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Save as otherwise provided, the First Part may terminate the Agreement with three-month advance notice to the Second Part without assigning any reason and such three months' notice period would be considered as actually utilized period.

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

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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.

IX. 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 the 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 the Agreement.

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Neither by the Agreement nor by any other means any of the rights, interests or obligations of the Second Part hereunder shall be assigned to any other person (whether by operation of law or otherwise) without the prior written consent of the First Part.

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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.

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The Second Part shall indemnify First Part 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 the Second Part and contractual obligations under the Agreement unless proved otherwise on part of the tenant.

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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 otherwise.

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

XV. 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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.....

XVI. 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:

Address:

WITNESSES:

1. _____

Name: _____

CNIC: _____

2. _____

Name: _____

CNIC: _____