

Addendum

to

BID SOLICITATION DOCUMENTS

for

**Rental of Spaces at ZU Business
Center, Chamkani**

Issued on: April 03, 2025

OCB No.: TPC/BD/OCB/ZBC/2024-25/008

Procuring Entity: TransPeshawar (The Urban Mobility Company)

		<p>qualified for consideration based on evaluation criteria specified in the BSD or Request for Proposal;</p> <p>u. “Signature” includes the thumb impression;</p> <p>v. “Singular words” also refer to plural words of the kind and vice versa, except where the context requires otherwise;</p> <p>w. “Special Conditions of Contract (SCC)” mean the Special Conditions of Contract contained in Description of Assets in Part-II Section-IV of the BSD;</p> <p>x. “Standard Bidding Documents (SBD)” mean the format/forms approved and notified by the Authority for submission of proposals and bids by the bidders in a public procurement process;</p> <p>y. “Successful Bidder” means a Bidder whose bid has been accepted as the best-evaluated bid by the Procuring Entity, following the terms of the Instructions to Bidders;</p> <p>z. “Transaction” means a set of specified activities for the disposal of assets through a bidding process or alternative methods, and all related follow-up actions; and</p> <p>aa. “Transfer of Assets” means changing the ownership or other rights in an asset from the Procuring Entity to the Counter-party.</p> <p>bb. Term: As provided under Clause 4 of Schedule of Requirement;</p> <p>cc. Effective Date: is the date agreement is signed by the PE.</p> <p>dd. Commencement Date: The date indicated to Counter-Party by the PE through a Service Notice form which the Rental will be payable.</p>
	1.2	<p>Words, phrases, expressions, and terms not specifically defined in this Contract shall have the same meanings as attributed to them in the Procurement Act and the Rules and the Guidelines made thereunder. Any other word, phrase, expression, or term not specifically defined as such shall have the same meaning as attributed to them in the relevant trade and industry practices.</p>
2. Documents Included in the Contract	2.1	<p>The following documents as included in the BSD, shall, along with their attached schedules, forms, and annexes, duly completed, or added to, be integral parts of the Contract:</p> <ol style="list-style-type: none"> 1. Invitation for Bids (IFB) 2. Bid Data Sheet (BDS)

	17.4	The Counter-party shall contact the designated person in the Procuring Entity to arrange the date and time or a schedule for taking over and removal of the assets, as specified in the SCC.
	17.5	The Counter-party shall sign and deliver a handing/taking over note of the assets, at the time of transfer of the assets.
	17.6	The Procuring Entity shall hand over the documents to the Counter-party about the assets disposed of, as specified in the SCC.
18. Transfer of Intellectual Property Rights	18.1	The intellectual property rights (patents, trademarks, copyrights, trade secrets, etc.) associated with the assets for disposal shall not be part of the assets disposed of and transferred to the Counter-party unless otherwise specifically provided in the SCC.
19. Performance Guarantee	19.1	The Counter-party shall, where applicable, furnish to the Procuring Entity a Performance Guarantee, denominated in the currency of the Contract, in the amount and on the Form, and within the time from the date of issue of the Letter of Acceptance, as specified in the SCC.
	19.2	The proceeds of the Performance Guarantee shall be payable to the Procuring Entity as liquidated damages and/or compensation for any loss resulting from the Counter-party's failure to complete its obligations under the Contract.
	19.4	Failure of the Counter-party to comply with the requirement of GCC Clause 19.1 shall constitute sufficient ground for the annulment of the Contract award and forfeiture of the Bid Security/Guarantee.
	19.5	The Performance Guarantee, where applicable, will be discharged by the Procuring Entity and returned to the Counter-party not later than thirty (30) days following the date of completion of the Counter-party's performance obligations under the Contract unless otherwise specified in the SCC.
20. Incidental Services and Costs	20.1	The Counter-party shall be required to provide any or all of the following incidental services, on its risk and cost, as specified in the SCC: a. performance or supervision of on-site activities at assets

		<p>judgment of the Procuring Entity; or</p> <p>d) Commits material breach as specified in Schedule of Requirements.</p>
	31.2	The Procuring Entity may at any time terminate the Contract by giving written notice to the Counter-party if the Counter-party becomes bankrupt or otherwise insolvent. In this event, the termination will be without any compensation to the Counter-party, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.
	31.3	The Procuring Entity, by a written notice sent to the Counter-party, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which the performance of the Counter-party under the Contract is terminated, and the date upon which such termination becomes effective.
	31.4	In the event the Procuring Entity terminates the Contract in whole or in part, according to GCC Clauses 30.1, 30.2, or 30.3, the Procuring Entity shall take over the assets disposed of under the Contract present at the location of the assets and may dispose it of, upon such terms and in such manner as it deems appropriate. In the case of termination under Clauses 30.1 and 30.2, the Counter-party shall be liable to the Procuring Entity for any loss incurred in this process, besides other penalties and blacklisting. The losses in such cases shall be recoverable from the performance guarantee as well as through other legal means, including as arrears of land revenue. In the case of termination under Clause 30.3, the Performance Guarantee shall be returned to the Counter-party, subject to outstanding adjustments, if any.
	31.5	In case the Contract is partly terminated, the Counter-party shall continue the performance of the Contract to the extent not terminated.
32. Use of Contract Documents and Information; Inspection and Audit by the Procuring Entity	32.1	The Counter-party shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Counter-party in the

		Force Majeure event.
34. Resolution of Disputes	34.1	Both parties agree to resolve any disagreements or disputes arising out of the Agreement or its interpretation, during the currency of the Agreement, through direct and informal negotiations. If deemed necessary, either party may escalate the dispute to the Chief Executive Officer of the PE for its amicable resolution. The CEO shall address the matter within fifteen (15) Business Days from the date the dispute is referred, or within a mutually agreed timeframe by both parties.
	34.2	In the event that no settlement is reached in accordance with GCC 34.1, the matter shall be referred to arbitration under the Arbitration Act, 1940, or any other prevailing law regulating arbitration in Peshawar Pakistan, to be conducted by a single arbitrator appointed with mutual consent of the Parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.
	34.3	The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Agreement.
	34.4	Notwithstanding GCC 34.2 the PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes under GCC 34.2.

Invitation for Bids
Rental of Spaces at Zu Business Center Chamkani

Date: March 08, 2025

IFB No. TPC/BD/OCB/ZBC/2024-25/008

1. TransPeshawar (The Urban Mobility Company) invites national and multi-national company, national or international non-profit organization, Govt. Owned Enterprises, Individual, Sole Proprietor, Firm, Joint Venture, Consortium, or Association to participate in the National Competitive Bidding, to be conducted via *Single Stage-One Envelope*, for the **Rental of Spaces at Zu Business Center Chamkani**. The bidder must be registered with FBR or bidder shall commit on notarized stamp paper that it shall get registered with FBR before signing of agreement or otherwise provide a tax exemption certificate.
2. A bidder shall meet the qualification and eligibility conditions, as specified in the Qualification and Evaluation Criteria (Part II Section-III) of the *Bid Solicitation Documents*.
3. Detail of assets for disposal are *described in Description of Assets (Part-II Section-IV) of the Bid Solicitation Documents*.
4. The assets for disposal are offered on “as is where is” basis.
5. The prospective bidders may visit and inspect the assets for disposal located near Main BRT Depot Chamkani, in liaison with Business Development Section, TransPeshawar during publication period of this advertisement in newspaper till one day prior to deadline for submission of Bids by taking prior appointment with the liaison officer for the purpose.
6. A complete set of bid solicitation documents may be downloaded by the prospective bidders from the website of TransPeshawar from publication of this advertisement in newspaper till last day for submission of bids.
7. A bidder shall furnish with his bid a Bid Security in PKR from any scheduled bank of Pakistan to the amount of twenty-five (25%) of annual rent in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar.
8. A pre-bid meeting with prospective bidders will be held on **March 18, 2025, at 11:30 am** the office of undersigned.
9. A bidder shall submit a sealed bid complete in all respects, in person or through an authorized representative, or be submitted through a registered post or courier service, on or before last day for submission of bids. A bid received later than the deadline shall be rejected and returned unopened.
10. The deadline for submission of bid is ~~March 26, 2025~~, **April 15, 2025 11:30 AM (PST)**. The bids will be opened at the office of undersigned on same day, ~~March 26, 2025~~, **April 15, 2025, 11:45 AM (PST)** in the presence of the bidders and/or their authorized representatives, who choose to attend the scheduled event.
11. TransPeshawar reserves the right to reject any or all bids as per KPPRA rules, 2014.

Chief Executive Officer, TransPeshawar (The Urban Mobility Company)
TransPeshawar Head Office First (1st) Floor, Main BRT Depot, Opposite NHA Complex,
Khyber Pakhtunkhwa.
Contact Number: 091-2621393-5.

		bank of Pakistan to the amount of twenty-five (25%) of annual rent in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the bidder submitting bid. The bid security for successful bidder will be adjusted as advance quarterly rent.
	ITB 17.7	The bid security of the successful bidder shall be adjusted as 1 st quarter advance rent.
	ITB 17.8 and ITB 18.1	The bid validity period shall be: 150 days from the deadline for submission of bids.
Format and Signing of Bid	ITB 21.1	The number of copies of the bid: One hard and one soft copy.
D. Submission of Bids		
Sealing and Marking of Bid	ITB 22.3 (a)	Address for bid submission: TransPeshawar (The Urban Mobility Company) TransPeshawar Head Office First(1 st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa. Contact Number: 091-2621393-5.
	ITB 22.3 (b)	The original bid and each copy (inner envelopes) and outer envelope shall contain the following: Procurement Ref. No: Lot No: Procurement Title: Bid shall not be open before:
Deadline for Submission of Bid	ITB 23.1	The bids shall be submitted to: Chief Executive Officer, TransPeshawar (The Urban Mobility Company) TransPeshawar Head Office First(1 st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa. Contact Number: 091-2621393-5. The deadline for submission of the bids shall be: Date: March 26, 2025 , April 15, 2025 Time: 11:30 AM (PST) Venue: Reception Desk TransPeshawar Head Office First(1 st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa

	ITB 23.2	Provision for Electronic Bids: Not applicable
E. Opening and Evaluation of Bids		
Bids Opening	ITB 26.1	The bids opening shall take place at: Date: March 26, 2025 , April 15, 2025 Time: 11:45 AM (PST) Venue: Conference Room TransPeshawar Head Office First(1 st) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa
	ITB 26.2	Not applicable
Clarification of Bid	ITB 27.1	Period for clarification of the bids: Bids clarification can be sought by any bidder/prospective bidder one (01) day before holding of pre-bid meeting or in pre-bid meeting.
Evaluation and Comparison of Bids	ITB 30.2	Conversion of bid currencies into a single currency: Not Applicable
	ITB 30.3	The margin of preference for national bidders shall be "Not applicable"
	ITB 30.4	The criteria and methodologies set for the evaluation and comparison of the bids are: The criteria and methodologies are provided under Part II Section III, "Qualification and Evaluation Criteria".
	ITB 30.7	not applicable
	ITB 30.8	not applicable
Post-qualification Evaluation of Successful Bidder	ITB 31.1	Requirement of post-qualification evaluation of the Successful Bidder: not applicable
Stand-still Period	ITB 32.1	The stand-still period to be observed in the case shall be ten (10) days from the announcement of the final results of bid evaluation.
F. Award of Contract		
Notification of Award and Entry into Force of Contract	ITB 37.1	The time limit for confirmation of receipt of the Letter of Acceptance by the Successful Bidder will be: three (03) working days. The time limit for the return of the signed Contract by the Successful Bidder will be: twenty-one (21) days
	ITB 37.3 (b)	Twenty-one (21) days

Description of Assets

Part-II

Category of items/Assets for disposal: The asset to be disposed of is “ZU Business Center (ZBC), Chamkani.” The building has a total covered area of 148,316 sq/ft.

The building is available for rent in following lots. The bidders can participate in single or multiple lots. Similarly, bidders have the option to bid for partial lot indicating the desired area and mentioning front or rare side as well.

Lot- 1: Complete Building with Maintenance Services includes five (05) floors (total saleable floor area 127, 876 Sq/ft) with reserve Price of PKR. 84 per Sq/ft;

Lot- 2: Ground Floor (52 shops/offices with total saleable area of 24,723 Sq/ft) with reserve Price of PKR. 110 per Sq/ft. **The bidders applying for Lot-2 shall mention Shop/office number in Column 2 of “Price Schedule of Assets for Disposal”, as indicated on each shop, along with name of Lot.**

Lot- 3: First Floor (Open floor plan with total saleable area of 25,252 Sq/ft) with reserve Price of PKR. 94 per Sq/ft

Lot- 4: Second Floor (Open floor plan with total saleable area of 25,047 Sq/ft) with reserve Price of PKR. 81 per Sq/ft

Lot- 5: Third Floor (Open floor plan with total saleable area of 25,047 Sq/ft) with reserve Price of PKR. 71 per Sq/ft

Lot- 6: Rooftop (Open floor plan with total saleable area of 27,807 Sq/ft) with reserve Price of PKR. 66 per Sq/ft.

6. Assets Location (GCC Clause 10.1)

The locations of the assets for disposal are: ZU Business Center near Main BRT Depot Chamkani

7. Country of destination (GCC Clause 11.1)

Not Applicable

8. Restrictions on end-users and exports (GCC Clause 12.1)

Not applicable

9. Packing (GCC Clauses 14)

GCC 14.1 — Not applicable

10. Insurance (GCC Clause 15.1)

The counter party shall, at their own expense, obtain and maintain comprehensive insurance coverage for the leased premises under this agreement and all contents located therein throughout the term of the agreement through National Insurance Company Limited. The insurance policy shall cover risks including but not limited to fire, theft, vandalism, water damage and natural disasters. The tenant shall include a waiver of subrogation clause, waiving thereby the insurer's right to recover against the Landlord for any loss or damage covered under the policy. The tenant shall provide the Landlord with a copy of the insurance policy within twenty (20) days of the execution of this agreement. Failure to provide proof of insurance within the specified timeframe shall constitute a material breach of this agreement. Any damage to the property of the TransPeshawar, all losses shall be re-imbursed by the tenant. The Tenant is required to get comprehensive insurance of the leased Premises and the contents under this agreement and provide a copy of the Insurance Policy to the Owner within twenty (20) days of the execution of this Agreement.

11. Schedule of Requirements and Transfer of Assets (GCC Clause 17)

Schedule of Requirement is attached as Annex-I

12. Transfer of Intellectual Property Rights (GCC Clause 18.1)

Not Applicable

13. Performance Guarantee (GCC Clause 19)

GCC Clause 19.1—The amount of Performance Guarantee shall be in PKR to the amount of six (06) months' rent quoted at the time of bidding in shape of CDR/DD/pay order in the name of Chief Executive Officer, TransPeshawar. The performance guarantee shall be submitted within 21 days of issuance of Letter of Acceptance.

GCC Clause 19.3— In case of partial liquidation, the counter party shall be responsible to replenish the performance security with same amount within 07 days of such partial liquidation. If the Counter Party fails to replenish the Performance Security in

accordance with this Clause, this shall constitute a material breach of the Agreement and the PE shall be entitled to liquidate the remainder of the Performance Security and terminate the Agreement pursuant to Clause 31 [Termination] of the Agreement.

GCC Clause 19.5— Performance guarantee shall be retained throughout execution of the contract. Performance Security will be released to the Counter Part by the Procuring Entity within thirty (30) days after expiry/termination of the lease agreement and vacation of premises after adjustment/deduction of dues payable by the Counter Part.

~~In case of partial liquidation, the counter party shall be responsible to replenish with same amount within 07 days of such partial liquidation.~~

14. Incidental Services and Costs (GCC Clause 20.1)

Not applicable

15. Contract Price (GCC Clause 21.1)

Total Price of contract: ----- PKR

16. Payments and Schedule of Payments (GCC Clause 23)

GCC Clause 23.1— The Counter Party shall pay three months advance rent by the 5th of start of each quarter.

Monthly/Quarterly Rent: PKR

The monthly rent is without deductions, bank charges, set-off or exchange. Increase in monthly rent at the completion of every year during term of the agreement shall be at the rate of 10% of the monthly rent and quarterly rent will be revised accordingly.

The Counter Party shall be responsible for payment of utilities charges as per following

- a) 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.

- b) The number of electricity units consumed shall take readings from Smart Digital Meter installed by the Procuring Entity.

4. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between [*insert name of the Procuring Entity*] of [*insert name of the country of the Procuring Entity*] (hereinafter called **“the Procuring Entity”**) of the one part and [*insert name of the Bidder*] of [*insert address of the Bidder*] (hereinafter called **“the Bidder Counter-Party”**) of the other part:

WHEREAS the Procuring Entity invited Bids for disposal of certain assets, viz., [*insert the list of item(s)/Lot(s)/Package(s)/Bidding Unit(s), and its Unique Identification Number(s) and Unique Recognition Number(s), etc.*] and has accepted a bid by the Bidder for the disposal of the said assets in the sum of [*insert Contract Price in figures and words*] (hereinafter called **“the Contract Price”**).

The Parties hereby agree that the Agreement shall immediately be binding on them from the date of signing of the Contract Agreement by both the parties for a term of [*insert duration/term of Contract*] years, unless otherwise terminated earlier.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract, read with Special Conditions of Contract, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
 - 1) Invitation for Bids (IFB)
 - 2) Bid Data Sheet (BDS)
 - 3) Qualification and Evaluation Criteria
 - 4) Description of Assets (DOA)
 - 5) General Conditions of Contract (GCC)
 - 6) Special Conditions of Contract (SCC)
 - 7) Bid Form (BF)
 - 8) Performance Guarantee (PG)
 - 9) Minutes of Negotiations (if any)
 - 10) Letter of Acceptance (LOA)

- 11) Contract Form (CF)
- 12) Price Schedule (PS)
- 13) Bid Security
- 14) Power of Attorney of a Bidder participating in the bidding process through a representative (if applicable)
- 15) Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award (if applicable)
- 16) Integrity Pact (if applicable)
- 17) Affidavit for Eligibility of Bidders

3. In consideration of the payments to be made by the Bidder to the Procuring Entity as hereinafter mentioned, the Procuring Entity hereby covenants with the Bidder to hand over the assets for disposal in conformity with the provisions of the Contract.

4. The Bidder hereby covenants to pay the Procuring Entity in consideration of the disposal of the assets, the Contract Price, or such other sum as may become payable under the provisions of the Contract at the time(s) and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed following their respective laws the day and year first above written.

Signed, sealed, delivered by _____ on the _____ day of _____ 20 _____ (for the Procuring Entity)

Signed, sealed, delivered by _____ on the _____ day of _____ 20 _____ (for the Bidder)

Annex-I
Schedule of Requirements

1. The Procuring Entity (PE) is the exclusive and the absolute Procuring Entity-in-possession of the immovable property, situated at Chamkani, GT Road, Peshawar, named as ZU Business Centre (hereinafter referred to as ZBC).
2. The Counter-Party has requested the Procuring Entity to allow it to use a space measuring [.....] Sq Ft on [.....] Level (the location is attached Annex-A).
3. The PE has agreed to allow the Counter-Party to use the Asset and the Counter-Party has agreed to use the rented Asset for the period, rent, purpose and subject to the terms and conditions mentioned in the GCC, SCC and /or Schedule of Requirement hereafter.
4. The Parties hereby agree that the Agreement shall be binding on them, **as of the Effective Date, for a period of up to ten (10) years as mutually agreed between the parties and renewed yearly with 10% yearly increase as notified by the PE, unless the Contract is terminated earlier in accordance with the Contract (hereinafter called “the Term”), which may be extendable for another such Term (s) subject to mutual agreement of both the parties in accordance with Clause 17 of Schedule of Requirement. The Rental shall be payable from the Commencement Date.** ~~as of the Effective Date, which is the date signed by the PE the Commencement date for rent shall be the same as of the Effective Date.~~
5. In consideration of the Counter-Party paying the rent for area rented out (with maintenance services), the Procuring Entity hereby allows the Counter-Party to use the Asset along with the provision of janitorial services, security services, landscaping, operation of elevators, parking, Genset and water supply during term of the agreement.
6. At the time of the handing over of the Asset, the Counter-Party and the Procuring Entity shall jointly carry out an inspection of the Asset. The state of the Asset shall be reduced in writing and that record shall be signed by the Parties. The Counter-party

7. The Counter-Party acknowledges that prior to the Effective Date, the Procuring Entity has given the Counter-Party the opportunity to inspect, survey and carry out investigation as to the condition of the Asset, and the Counter-Party accepts the conditions of the Asset.
8. The Counter-Party is allowed to use the Asset strictly for the purposes mentioned in SCC and any violation in this regard will lead to the termination of Agreement and vacation of Asset immediately without the refund of **performance** security.
9. The Procuring Entity does not give the Counter-Party any estate, right or interest in the Asset and the Counter-Party shall not transfer the benefits of this Agreement or sub-let the Asset to any other person.
10. The Counter-Party shall not construct any permanent structure on the Asset except with prior written approval of the Procuring Entity. Notwithstanding anything to the contrary contained in the Agreement, any fixtures, fittings, installations etc. installed by the Counter-Party shall remain the Counter Part's property and the Counter-Party shall have the right to remove the same at any time. Upon termination or expiration of the Term of the Agreement, the Counter-Party shall vacate and transfer the Asset to the Procuring Entity free and clear of personal effects and in the same condition as was at the time of the Agreement, except if the procuring entity agrees otherwise.
11. The Procuring Entity shall pay, bear and discharge, diligently and promptly, all current and future taxes, levies and other impositions charged with respect to the Asset. Whereas, the Counter-Party shall pay all taxes and rents levied with respect to his Business, as per the law.
12. The Counter-Party shall have the right to put up company name plates, logo, emblems etc. of prescribed dimensions, with the prior approval of the Procuring Entity at the designated and pre-approved places of the ZBC.
13. The Counter-Party agrees and undertakes for the maintenance of Asset:
 - 13.1. not to use the Asset otherwise than for the allowed purpose;
 - 13.2. That the Asset are kept clean, tidy and clear of rubbish. The Counter-Party shall ensure regular collection of refuse and shall ensure transferring the refuse to the specified sites;

15. The Counter-Party hereby covenants as follows:

- 15.1. To use the Asset in such a manner that the same is not damaged, destroyed or negatively affected in any manner whatsoever, and ensure that the Asset remains in good condition.
- 15.2. The Counter-Party shall ensure not to harm the legitimate interests of the Procuring Entity. Any harm to interests would be considered a potential claim for damages, the cost of reasonable remedial measures as approved by the Procuring Entity and supported by 3rd party quotation for remedial works.

16. The Counter-Party agrees that Procuring Entity is not liable for:

- 16.1. the death of or injury to the Counter Party, its employees, customers or invitees to the Asset; or
- 16.2. damage to any Asset of the Counter-Party or that of the Counter Party's employees, customers or other invitees to the Asset; or
- 16.3. any losses, claims, demands, actions, proceedings, suits, litigation, damages, costs or expenses or other liability incurred by the Counter-Party or the Counter Party's employees, customers or other invitees to the Asset in the exercise or purported exercise of the rights granted by the Agreement.

17. The Parties hereby agree that:

- 17.1. For the purpose of extension in the term of the Agreement, the Counter-Party shall request the Procuring Entity in writing at least Ninety Days (90) before the expiry of the term of the Agreement and thereafter the duration of the Agreement may be extended, if agreed by both the parties.
- 17.2. If no written request is made by the Counter-Party to the Procuring Entity in terms of clause 17.12 of the Agreement, then the 90 days before the expiry of the term of the Agreement shall be deemed to be a valid notice period for

vacation of the Asset by the Counter-Party and on the expiry of the same, the Agreement shall stand terminated and the Asset be vacated forthwith by the Counter Party.

17.3. At any time during the period of the Agreement or any extension thereof, the Counter-Party may terminate the Agreement by giving to the other Party **ninety (90)** days prior written notice of such termination.

17.4. On the expiry of the term of the Agreement, or its earlier revocation by the Procuring Entity, the Counter-Party shall as promptly as reasonably possible, but not later than 15 days, leave the Asset along with any equipment and or person(s) that he has placed/posted on the Asset, unless otherwise agreed by the procuring entity.

18. Notwithstanding anything to the contrary contained in the Agreement, if the Counter-Party commits a material breach as given below, **the PE shall have the right to forthwith terminate the contract:**

- a) delegates or sub-contracts this agreement or part thereof in contravention of the provisions hereof; or
- b) abandons the Asset or any of its obligations under the agreement; or
- c) consistently fails to observe any provision of this agreement (despite being given notice in relation thereto); or
- d) Fails to rectify or comply to the Procuring Entity instructions despite of three notices in a month; or
- e) When maximum limit is achieved in accordance with GCC Clause 23.2;
- f) If the Counter-Party fails to replenish the performance security in accordance with GCC Clause 19.3.**

19. If any provision of the Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.



TransPeshawar (The Urban Mobility Company)

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ADDENDUM

Rental of Spaces at Zu Business Center Chamkani

Date: March 23, 2025

IFB No. TPC/BD/OCB/ZBC/2024-25/008

1. Reference to TransPeshawar (The Urban Mobility Company) advertisement regarding **“Rental of Spaces at Zu Business Center Chamkani”** published in The News, Daily Aaj, and Daily Jung dated **8th March, 2025**.
2. The deadline for submission of bid is extended and rescheduled as **April 15, 2025, 11:30 AM (PST)**. The bids will be opened on same day, **April 15, 2025, 11:45 AM (PST)**, in the presence of the bidders or their authorized representatives, who choose to attend. The addendum to the effect may be inspected at the websites of TransPeshawar (<http://transpeshawar.pk/>) and KPPRA (<http://www.kppra.gov.pk/>).
3. Other terms and conditions shall remain the same.

**Chief Executive Officer,
TransPeshawar (The Urban Mobility Company)
TransPeshawar Head Office First (1st) Floor, Main BRT Depot,
Opposite NHA Complex, Khyber Pakhtunkhwa.
Contact Number: 091-2621393-5.**