



**TENDER FOR PAINT WORKS FOR
ENTIRE INFRASTRUCTURE OF LAHORE METROBUS
SYSTEM (LMBS) THROUGH PRIVATE SPONSORS
PUNJAB MASSTRANSIT AUTHORITY (PMA)**



1. Punjab Masstransit Authority (PMA) is established for the purposes of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan; for providing safe, efficient and comfortable urban transportation system.
2. PMA intends to seek proposals/ Expression of Interests (EOI) from interested firms/companies/sponsors for sponsoring paint works for entire infrastructure of Lahore Metrobus System (LMBS) **free of cost subject to allowance of placing name plates in recognition of work done.**
3. Proposals/ Expression of Interests (EOI) are invited from advertising firms/firms/companies/sponsors/traders/corporate sectors/individuals having adequate human resources.
4. Perspective parties shall be responsible for painting the corridor of Lahore Metrobus System (LMBS) subject to mutually agreed terms and conditions of the Contract.
5. Perspective parties may submit their proposals/EOI **at the reception of PMA Office 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore** no later than 1100 HRS Pakistan Standard Time (PST) on December 17, 2021.
6. A clarification meeting will be held on December 02, 2021 at 1400 HRS Pakistan Standard Time (PST) at 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore.
7. Tender documents/RFP can be downloaded from the PPRA website (www.ppra.punjab.gov.pk) or PMA website (www.pma.punjab.gov.pk).
8. Procurement will be carried out as per Punjab Procurement Regulatory Authority Rules 2014 as applicable.
9. All questions/queries/clarifications regarding this procurement should be directed to the representative whose contact details are given below:

General Manager Operations

**Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park,
346-B, Main Ferozpur Road, Lahore, Pakistan. Tel: +92 (42) 99028000
Fax: +92 (42) 99232541, Email: info.pmba@pma.punjab.gov.pk**

TENDER

FOR

**PAINT WORKS FOR ENTIRE
INFRASTRUCTURE OF LAHORE
METROBUS SYSTEM (LMBS) THROUGH
PRIVATE SPONSORS
PUNJAB MASSTRANSIT AUTHORITY (PMA)**



OCTOBER 2021



**PUNJAB MASSTRANSIT AUTHORITY
GOVERNMENT OF PUNJAB, PAKISTAN**

**PMA Office, 5th Floor, Arfa Software Technology Park, 346-B, Ferozpur
Road, Lahore**

Phone: +92 42 99028000 Fax: +92 51 9274429

URL: info.pmba@pma.punjab.gov.pk

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Important:

Registered Advertising firms/ firms/ companies/ sponsors/ traders/ corporate sectors/ individuals complying with criteria given in this document are eligible for this tender, hereinafter referred to as “**Sponsor(s)**”.

- This Request for Proposal (‘RFP’) does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA) (henceforth called "Employer") to any party other than the qualified Sponsor(s) to submit the proposals/EOI. The principle purpose of this RFP is to provide the Sponsor(s) with information that shall form the basis of their proposals or EOI. This RFP contains the minimum requirements and information desired by the Employer. The contents hereof may be supplemented by the Employer as it deems appropriate. Each Sponsor must conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this RFP to its satisfaction. The Employer makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the RFP. The Employer may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.
- Sponsor(s) must ensure that they submit all the required documents indicated in the Tender Documents/RFP without fail. Proposals/EOI received without valid documentary evidence, supporting documents and various requirements mentioned in the Tender Documents/RFP are liable to be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Sponsor for scrutiny. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Tender Documents/RFP submitted by the Sponsor(s).
- The Sponsor(s) are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority (www.pma.punjab.gov.pk) for all updates on this RFP such as addendums etc.
- This Tender Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and to the extent applicable; and instructions of the Government of the Punjab (GoPb) received during the period of completion of the Operation.
- The Sponsor will never claim any right in its favour regarding ownership of Land/Structure which will rest with relevant department.
- The Sponsor is advised to obtain for himself, at his own cost and responsibility, all information that may be necessary for preparing the proposals/EOI and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:
 - Relevant laws, rules, and regulations of Pakistan including Income Tax and Sales Tax laws/rules
 - Customs duties and other import taxes applicable in Pakistan
 - Investigations regarding transport conditions and the probable conditions which will exist at the time the Equipment will be actually transported.
 - Others taxes or fees like Cantonment Boards, Local Authorities like Parks & Horticulture Authority (PHA), Town/ Tehsil Municipal Administrations (TMA) etc. or any other.

1. DEFINITION AND INTERPRETATION

In this document (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context requires otherwise:

- 1.1 **Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab.
- 1.2 **MBS** shall mean the Metrobus System.
- 1.3 **PMA** shall mean The Punjab Masstransit Authority, established by the Government of Punjab under the Punjab Masstransit Authority Act, 2012.
- 1.4 **Employer** shall mean The Punjab Masstransit Authority (PMA).
- 1.5 **Sponsor** shall mean the advertising firm/firm/companies/traders/corporate sectors/individuals who are invited for proposals/EOI.
- 1.6 **EOI** shall mean Expression of Interest or Proposals or Ideas.
- 1.7 **Applicant** shall mean a Registered Company or an Association of Persons (AOP) or a Joint Venture that has submitted its application for pre-qualification as per the Criteria/specifications listed.
- 1.8 **Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).
- 1.9 **Joint Venture (JV)** shall mean an association of up to five (05) business entities formed as per requirements listed in Para no. 6 of this Pre-qualification document.
- 1.10 **Association of Persons (AOP)** shall mean a firm registered under the Partnership Act.
- 1.11 **Clarification Conference** shall mean the meeting conducted by the Employer on the given date and time prior to the actual date of submission of applications.
- 1.12 **GoPb** shall mean The Government of the Punjab.
- 1.13 **GoP** shall mean The Government of Pakistan.
- 1.14 **At grade** shall mean at ground level.
- 1.15 **Elevated** shall mean above the ground level.
- 1.16 **MBS Corridor** shall mean the limited access facility dedicated for Masstransit operation in Lahore, Rawalpindi-Islamabad & Multan.
- 1.17 **Metrobus** shall mean a bus operated by the Punjab Masstransit Authority on the MBS Corridor.
- 1.18 **LMBS** shall mean Lahore Metrobus System.
- 1.19 **Stations** shall mean as a point of boarding & alighting from six (6) bays, approach stairs/escalators, pedestrian bridge/underpass, toilets, ticketing area and length of grills/fence halfway to the next station/ end terminal on both sides of the station.

2. HEADINGS & TITLES

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

3. NOTICE

In this document, unless otherwise provided, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Applicant and the Employer, the same shall be:

- a. In writing;
- b. Issued within reasonable time;
- c. Served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;
- d. The words “Notify”, “Certify”, “Order”, “Consent”, “Approve”, “Instruct”, shall be construed accordingly.

4. INTRODUCTION

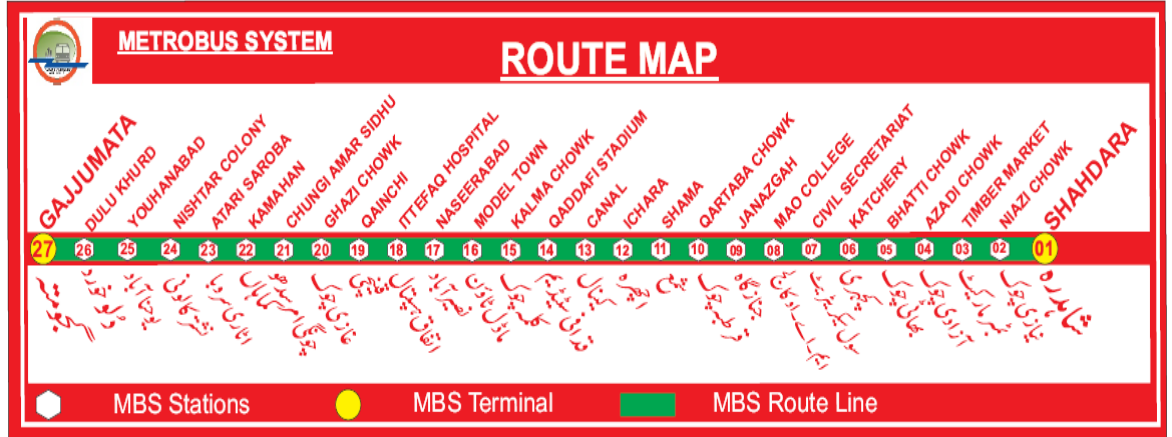
The Punjab Masstransit Authority (PMA) is a statutory body established by the Government of the Punjab for the purposes of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan; for providing safe, efficient and comfortable urban transportation system.

The Punjab Masstransit Authority hereinafter the "Employer" intends to seek proposals/EOI from advertising firms/ firms/ companies/ Sponsor(s)/ traders/ corporate sectors/ individuals hereinafter the “Sponsor(s)” regarding Paint Works for entire infrastructure of Lahore Metrobus System (LMBS) through Private Sponsor(s) free of cost subject to allowance of placing name plates in recognition of work done.

4.1 Project Location:

- 1) **Lahore Metrobus System (LMBS)** located in Lahore. This comprises of following:
 - a. 27 Km corridor (Green Line) from Shahdara to Gajjumata. Corridor from Canal to Bhatti is elevated having length 8.3 KM.
 - b. 27 Stations out of which 18 Stations are at-grade (i.e. Shahdara, Niazi Chowk, Timber Market, Azadi Chowk, Qaddafi Station, Kalma Chowk, Model Town, Naseerabad, Ittefaq Hospital, Qainchi, Ghazi Chowk, Chungi Amar Sidhu, Kamahan, Atari Saroba, Nishter Colony,

- Youhanabad, Dulu Khurd, Gajjumata) while 9 Stations are elevated (i.e. Bhatti Chowk, Katherine, Civil Secretariat, MAO College, Janazgah, Qartaba Chowk, Shama, Ichara, Canal).
- Depot (18 Acres) located at Nishtar Colony.
 - Command & Control Centre located at 5th Floor Arfa IT Tower Ferozpur Road.
 - Feeder Routes.



4.2 SCOPE OF WORK:

PMA intends to seek proposals/EOI from Sponsor(s) for Paint Works for entire infrastructure of Lahore Metrobus System (LMBS) on sponsorship basis. In this regards, interested Sponsor(s);

- Shall be responsible for undertaking Paint Works as per specifications mentioned in **Clause 4.4 (i)** of this document on mutually agreed terms and conditions under the contract.
- May acquire one or more groups of stations (as per Annex-D) or entire corridor of LMBS for Paint Works.
- Shall submit following documents;
 - Company Profile
 - Documents of registrations/certificates from Security & Exchange Commission of Pakistan (SECP) or Association of Partnership (AOP).
 - Active Tax Payers Certificates (Income Tax/Sales Tax etc.)
 - A Conceptual Note/Layout comprising themes for paint at site.
 - Proposed Plan and duration of maintenance works (if any).
 - Timelines (schedule of implementation) to complete paint work.
 - Demand Draft / Pay Order for Tender Security of Rupees Ten Thousands (PKR 10,000/-)

4.3 Sponsorship will be of three types with three available categories;

I. **Option I:**

No Maintenance

Sponsor will be allowed to display its 3'x2' sized Logo/Advertising material to be hanged at all Entry & Exit points of Stations for six (6) months.

II. **Option II:**

01 Year Maintenance

Sponsor will be allowed to display its 3'x2' sized Logo/Advertising material to be hanged at all Entry & Exit points of Stations for eighteen (18) months.

III. **Option III:**

03 Year Maintenance

Sponsor will be allowed to display its 3'x2' sized Logo/Advertising material to be hanged at all Entry & Exit points of Stations for Forty-Two (42) months. In addition, the provision for display will also be allowed at four (4) other locations at the stations, to be mutually agreed by and between both parties.

4.4 Sponsor(s) Obligations

The Sponsor(s) shall:-

- i. Carryout Paint Works as per following specification:-
 - a. Prepare the surface after removing old paint, rust, dust, oil, grease and other contaminants.
 - b. Supply and apply primer & 2 coats of polyurethane coating @ 80 micron (each @40 microns).
- ii. Ensure the quality of work by conducting following paint tests with frequency of 2 tests per bridge from PCSIR or laboratories approved by PCSIR i.e.
 - Wet- Viscosity Test, Adherence Test and Wet Film Test.
 - Dry- Dry film thickness test, Gloss Test, Bend Test.
- iii. Install advertisement as per Clause 4.3.
- iv. Carryout maintenance works as per opted category.
- v. Ensure that during Paint Works or maintenance works, no damage is caused to PMA infrastructure/equipment.
- vi. Be liable for any damage cause to PMA infrastructure/equipment.

4.5 Employer's Obligations

The employer shall:-

- i. Allow the Sponsor(s) to enter the station(s)
- ii. Carryout test of paint and ensure that Paint Works comply with the requisite tests mentioned in Clause 4.4 (ii).

5. INVITATION FOR PROPOSALS/EOI.

1. The Punjab Masstransit Authority (PMA) Punjab Masstransit Authority (PMA) is a statutory body established by Government of the Punjab with the purpose of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan; for providing safe, efficient and comfortable urban transportation system. PMA vision is to provide state of the art mass transit system for all. The PMA mission is to establish and operate mass transit system which is safe, comfortable and efficient. The features of mass transit system are planned to cater to the vision and mission of the Authority
2. The PMA hereinafter the Employer intends to seek proposals/EOI from Sponsor(s) for the works mentioned in Clause 4.2.
3. Stage One
 - i. In the first instance, Sponsor(s) shall submit according to the requirements, a technical proposal. In its proposal, the Sponsor(s) may opt to choose one of the following options which shall be indicated clearly on the Cover Letter:-
 - a. OPTION-A: Totally Agree with Employers Model of Sponsor(s) advertisement area as per Clause 4.3
 - b. OPTION-B: Totally/Partially Agree with Employers Model of Sponsor(s) advertisement area by indicating disagreements and its substitute; however, such a substituted material must lead to fare award of the Contract.
 - ii. The technical proposal shall be evaluated in accordance with the specified evaluation criteria stipulated in Annexure-B.
 - iii. Employer aims to discuss with the Sponsor(s) regarding any deficiencies and unsatisfactory technical features.
4. Stage Two
 - i. Out of the shortlisted Sponsor(s), those whose technical proposals/EOI are accepted may

- sign Contract/Agreement after submission of Performance Security.
5. Sponsor(s) shall be qualified based on criteria mentioned in Clause 4.3 of this document in Option **Error! Reference source not found.** , Option **Error! Reference source not found.** & Option III categories.
 6. In case more than one proposals/EOI for one or more groups of stations or entire corridor of LMBS are received, Sponsor(s) shall give presentation on conceptual note/layout provided in the proposal/EOI on date & time notified by the Employer. In case of competition against one station, preference will be given to sponsor(s) as per following criteria
 - i. with higher value of X, where, $X = (\text{No. of opted groups of stations}) \times (\text{Years of Maintenance})$
 - ii. higher National Tax Payer for last three years (in case of same value of X).
 7. PMA has the right to reject all proposal.
 8. Application for proposals/EOI must be delivered in sealed envelopes by hand or by courier at the reception of PMA Office 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore not later than 1100 Pakistan Standard Time (PST) on December 17, 2021 and be clearly marked “**APPLICATION FOR PAINT WORKS FOR ENTIRE INFRASTRUCTURE OF LAHORE METROBUS SYSTEM (LMBS) THROUGH PRIVATE SPONSOR(S)-PUNJAB MASSTRANSIT AUTHORITY (PMA)**”
 9. The Punjab Masstransit Authority (PMA) shall not accept late applications.
 10. Applicants will be informed, in due course, of the result of the evaluation of applications.

6. INSTRUCTIONS TO APPLICANTS

6.1 Submission of Applications shall be submitted by following the instructions as under for any one or both categories of works;

- I. Interested Sponsor(s) shall submit sealed envelope clearly marked “**APPLICATION FOR PAINT WORKS FOR ENTIRE INFRASTRUCTURE OF LAHORE METROBUS SYSTEM (LMBS) THROUGH PRIVATE SPONSOR(S) - PUNJAB MASSTRANSIT AUTHORITY (PMA)**” comprising;
 - i. Cover Letter given in Annexure-A of this documents.
 - ii. Company Profile
 - iii. Active Tax Payers Certificates (Income Tax/Sales Tax etc.)
 - iv. Documents of registrations/certificates.
 - v. A Conceptual Note/Layout comprising themes for paint at site.
 - vi. Proposed Plan and duration of maintenance works (if any).
 - vii. Timelines (schedule of implementation) to complete paint work.

viii. Demand Draft / Pay Order for Tender Security of Rupees Ten Thousands (PKR 10,000/-).

- II. The sealed envelopes must reach the Employer “**PMA Office 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore not later than 1100 Pakistan Standard Time (PST) on December 17, 2021.**
- III. Any application received by the Employer after the deadline prescribed in the above Para shall be returned unopened to such Applicant. Delays in the mail, delays of person in transit, or delivery of an application to the wrong office shall not be accepted as an excuse for failure to deliver the application at the proper place and time. It shall be the Applicant's responsibility to determine the manner in which timely delivery of his application will be accomplished, either in person, by messenger, courier service or by mail.
- IV. Applicants will be informed, in due course, of the result of the evaluation of applications.
- V. The name and mailing address of the Applicant must be clearly marked on left side of each envelope.
- VI. All submitted documents shall be prepared in the English language. Information in any other language shall be accomplished by its certified translation in English. Employer reserves the right to reject any Proposals/EOI application in case of non-compliance to this requirement.
- VII. The Applicants must respond to all questions and provide complete information as advised in this document. Any lapses to provide essential information may result in dis-qualification of the Applicant.
- VIII. A clarification meeting will be held on the venue, date and time given below. All prospective applicants may request clarification about the project and the evaluation criteria during this meeting.

Location: Conference Room of PMA Office 5th Floor, Arfa Software Technology Park, 346-B Ferozpur Road, Lahore

Time: PST 1400 HRS

Date: December 02, 2021.

*Clarification may be requested by post/email/ or other modes of communication. Any such clarification request shall reach the office before the clarification meeting.

Draft Contract for

PAINT WORKS FOR ENTIRE INFRASTRUCTURE OF LAHORE METROBUS SYSTEM (LMBS) THROUGH PRIVATE SPONSOR(S)

between

PUNJAB MASSTRANSIT AUTHORITY



And

SPONSOR(S)

Dated:

1. AGREEMENT

PAINT WORKS FOR ENTIRE INFRASTRUCTURE OF LAHORE METROBUS SYSTEM (LMBS) THROUGH PRIVATE SPONSORS – PUNJAB MASSTRANSIT AUTHORITY (PMA)

This CONTRACT/ AGREEMENT is made on this _____ day of _____, 20__ (hereafter referred to as “Agreement”)

BY AND BETWEEN

Managing Director, Punjab Masstransit Authority (hereinafter referred to as “**PMA**”), Government of the Punjab (hereinafter referred to as “**The Employer/ Employer**”) which term shall, wherever the context so permits or requires, mean and include its successors-in-interest, nominees, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

AND

[**Full legal name of Successful Bidder**] having its registered office at [**Address of Successful Bidder**] on the other part (hereinafter called **the “SPONSOR(S)”**) which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns

The Employer and the SPONSOR(S) are hereinafter collectively referred to as the "Parties" and individually as the "Party".

2. RECITALS

WHEREAS,

- (a) The Employer has requested the Sponsor(s) to provide certain services as described in Tender Document; and
- (b) The Sponsor(s), having represented to the Employer that it has the required professional skills, personnel technical and financial resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

3. COVENANT:

- 3.1 The Sponsor(s) hereby covenants with the Employer to supply services, in conformity in all respects with the provisions of the Contract, for the Employer,.
- 3.2 The Employer hereby covenants with the Sponsor(s) to fulfil the requirements at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

4. ANNEXES TO THE AGREEMENT:

- 4.1 The following shall be deemed to form and be read and construed as part of this Contract:
 - 4.1.1 The Tender Document/RFP
 - 4.1.2 Sponsor(s) Proposal
 - 4.1.3 Acceptance Letter (Letter of Intent)
 - 4.1.4 Terms and Conditions of the Contract
 - 4.1.5 Special Stipulations
 - 4.1.6 The Technical Specifications
 - 4.1.7 Tender Form
 - 4.1.8 Affidavit(s)

4.1.9 Performance Security

4.2 This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

5. SERVICES REQUIRED:

The scope of services is explained in Section 4.2 of RFP

6. SIGNING OF THE AGREEMENT

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For: **Punjab Masstransit Authority (PMA)**

For: **SPONSOR(S)**

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

7. PERFORMANCE SECURITY

The Sponsor(s) shall furnish Performance Security amounting to PKR 500,000/- within Ten (10) working days of the receipt of the Acceptance Letter from the Client accompanied by Demand Draft / Pay Order/CDR issued by a scheduled bank operating in Pakistan; denominated in Pak Rupees; Having a minimum validity period of six (06) months from the date of Award Notification. The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions:

- a. If the Contractor commits a default under the Contract.
- b. If the Contractor fails to fulfill any of the obligations under the Contract.
- c. If the Contractor violates any of the terms and conditions of the Contract.
- d. If the Contractor delays the project without any valid and acceptable reason.

Performance Security shall be returned upon successful completion of the project

8. CONTRACT

The Employer shall, after receipt of the Performance Security from the Sponsor(s), send the Contract provided in the Tender Document, to the Sponsor(s). Within ten working days of the receipt of such Contract, the Sponsor(s) shall sign and date the Contract and return it to the Employer.

9. CONTRACT DOCUMENTS AND INFORMATION

The Sponsor(s) shall not, without the Employer's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Employer in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Sponsor(s) in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

10. CONTRACT LANGUAGE

The Contract and all documents relating to the Contract, exchanged between the Sponsor(s) and the Employer, shall be in English. The Sponsor(s) shall bear all costs of translation to English and all risks

of the accuracy of such translation.

11. PATENT RIGHTS AND RIGHTS TO THE CONTENTS OF THE PROGRAM

The Sponsor(s) shall indemnify and hold the Employer harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Employer will hold the exclusive rights to the contents of this program.

12. INSURANCE

The Sponsor(s) shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The Sponsor(s) shall arrange and pay for the insurance of the vehicle, equipment or any such item to the place of destination and time, as required by the Employer.

13. EXECUTION SCHEDULE

The Sponsor(s) shall submit an Execution Schedule, giving details of services to be rendered, as required under the Contract, to the Employer, within ten (10) days of the signing of the Contract.

14. PAYMENTS

No Payments shall be made by the employer to the Sponsor(s) under this contract.

15. CONTRACT PRICE

No Payments shall be made by the employer to the Sponsor(s) under this contract.

16. CONTRACT AMENDMENT

The Employer, at any time, by written notice served on the Sponsor(s) may initiate, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part. The Sponsor(s) shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Employer. The Sponsor(s) shall not execute the Change until and unless the Employer has allowed the said Change, by written order served on the Sponsor(s), The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change. No variation in or modification in the Contract shall be made, except by written amendment signed by both the Employer and the Sponsor(s)

17. ASSIGNMENT / SUBCONTRACT

The Sponsor(s) will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Employer's prior written consent. The Sponsor(s) shall guarantee that any and all assignees / subcontractors of the Sponsor(s) shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

18. EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT

If the Sponsor(s) encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Sponsor(s) shall, by written notice served on the Employer, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Employer shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Sponsor(s), extend the Sponsor(s)'s time for performance of its obligations under the Contract.

19. FORFEITURE OF PERFORMANCE SECURITY

If the Sponsor(s) fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Employer may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Sponsor(s).

20. TERMINATION FOR DEFAULT

If the Sponsor(s) fails/delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits material breach of any of the terms and conditions of the Contract, or engages in any illegal activities; where such failure/breach/illegal activity has a material adverse effect on the operations of this Project, the Employer may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Sponsor(s), indicate the nature of the default(s) and terminate the Contract, in whole or in part; provided that the termination of the Contract shall be resorted to only if the Sponsor(s) does not cure its failure / breach/ illegal activity, within twenty one (21) working days (or such longer period as the Employer may allow in writing), after receipt of such notice.

If the Employer terminates the Contract for default, in whole or in part, the Employer may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar

to those undelivered, and the Sponsor(s) shall be liable to the Employer for any excess costs for such similar Services / Works. However, the Sponsor(s) shall continue performance of the Contract to the extent not terminated.

21. TERMINATION FOR INSOLVENCY

If the Sponsor(s), or any member in case of JV, becomes bankrupt or otherwise insolvent, the Employer may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Sponsor(s), indicate the nature of the insolvency and terminate the Contract, in whole or in part.

22. TERMINATION FOR CONVENIENCE

- 21.1 The Employer may, at any time, by written notice of 30 days served on the Sponsor(s), terminate the Contract, in whole or in part.

23. DISPUTE RESOLUTION

- 23.1 The Employer and the Sponsor(s) shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after thirty working days, from the commencement of such informal negotiations, the Employer and the Sponsor(s) have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

24. STATUTES AND REGULATIONS

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Sponsor(s) shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Employer indemnified against all penalties and liability of any kind for breach of any of the same. The Courts shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

25. TAXES AND DUTIES

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Duties any other taxes on income arising out of the Contract.

26. CONTRACT COST

The Sponsor(s) shall bear all costs / expenses associated with the preparation of the Contract and the Employer shall in no case be responsible / liable for those costs / expenses e.g. Contract Stamp duty charges etc.

27. AUTHORIZED REPRESENTATIVE

- 27.1 The Employer, or the Sponsor(s) may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 27.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Employer, or the Sponsor(s)
- 27.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 27.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 27.5 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Employer to disapprove such Services or Works and to give instructions for the rectification thereof.
- 27.6 If the Sponsor(s) questions any decision or instruction of the Authorized Representative of the Employer, the Sponsor(s) may refer the matter to the Employer who shall confirm, reverse or vary such decision or instruction

28. WAIVER

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

Letter of Application

[Letterhead paper of the Applicant, or partner responsible for a joint venture, including full postal Address, telephone no., fax no., telex no., cable and e-mail address]

Date:.....

To: Secretary Punjab Masstransit Authority,
5th Floor, Arfa Software Technology Park,
346-B, Ferozpur Road, Lahore.

Sir,

1. Being duly authorized to represent and act on behalf of..... (hereinafter “the Applicant”), and having reviewed and fully understood all the information’s provided, the undersigned hereby apply to be prequalified as a Sponsor(s) for the contract(s) under the "**PAINT WORKS FOR ENTIRE INFRASTRUCTURE OF LAHORE METROBUS SYSTEM (LMBS) THROUGH PRIVATE SPONSOR(S)- PUNJAB MASSTRANSIT AUTHORITY (PMA)**

Option (Insert Option as ‘I,’ II’ or III’)" for Groups (Insert Group Nos as 1, 2,9) as given in Annex-D project:

2. Your Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

3. Your Agency and its authorized representatives may contact the following persons for further information, if needed.

Name, Detail address with E-mail & Phone number

4. This application is made with the full understanding that:
 - (i) bids by prequalified / shortlisted applicants will be subject to verification of all information submitted for prequalification at the time of bidding;

- (ii) your Agency reserves the right to:
- (iii) amend the scope and value of any contract under this project; in such event bids will only be called from Sponsor(s) who meet the revised requirements; and
- (iv) reject all application, cancel the prequalification process, and
- (v) your Agency shall not be liable for any such actions and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.

Applicants who are not joint ventures should ignore para 5&6

5. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture or association. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract

6. We confirm that in the event that we bid, that bid as well as any resulting contract will be.

- (a) signed so as to legally bind all partners, jointly and severally; and
- (b) Submitted with a Joint Venture agreement providing the joint and several liability of all partners in the event the contract is awarded to us.

7. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

<p>Signed</p> <p>Name with Business Address:</p>	<p>Signed</p> <p>Name with Business Address:</p>
<p>For and on behalf of</p> <p>(name of Applicant or lead partner of a joint venture)</p>	<p>For and on behalf of</p> <p>(name and signature of other partners of the joint venture)</p>

Annexure-B

Technical Evaluation Criteria

1. The Sponsor(s) in order to qualify requires Yes for Sr. No 1 & 2.
2. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise.

Sr. No.	CRITERIA	ELIGIBILITY	DOCUMENTS REQUIRED
1	Registration with: a) Security & Exchange Commission of Pakistan (SECP) or b) Association of Persons (AOP)	a) Yes/No Or b) Yes/No	Registration Certificates
2	Active Tax Payer	Yes/No	<ul style="list-style-type: none">• Active Tax Payer Certificate• Tax Returns for last three years i.e. FY 2018-2019, 2019-2020, 2020-2021

Annexure –C

Terms and Conditions for Provision of Electricity

1. General Conditions

- 1.1. The Sponsor(s) shall arrange to install a low voltage switch-board.
- 1.2. If there is any harm/loss to the property of the Owner or to any other third party due to installation of Electrical connection; or fault in the Electrical works, outlets, or apparatus within the rented premises; all such loss shall be borne by the Sponsor(s).
- 1.3. All provisions related to cable laying/any Electrical work are to be carried out by the Sponsor(s) through Owner's prior written approval
- 1.4. Sponsor(s) shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. The Sponsor(s) shall also provide uniform & good illumination level
- 1.5. The Sponsor(s) shall use GI rigid conduit piped wiring which shall be suitably clamped and earthed
- 1.6. Sponsor(s) shall use reputed Brand/Make of Electrical wiring and switch gear items. The entire work within the rented premises shall be carried by the Electrical Contractor/Agency hired by the Sponsor(s) at his/her own cost. The Owner's representative(s) may inspect and supervise the work.

2. Electricity Connection

There are two options for the provision of Electricity:

Option - A

1. The Sponsor(s) at his/her/their own cost shall arrange a separate Electricity supply connection from the Lahore Electric Supply Company (LESCO)
2. The Sponsor(s) shall arrange his/her/their own Standby Generator

Option - B

The Sponsor(s) shall apply in writing to obtain Electricity supply connection from the Employer by accepting and fulfilling the following conditions:

The Sponsor(s) shall apply in writing to obtain Electricity supply connection from the Employer by accepting and fulfilling the following conditions:

1. The Sponsor(s) shall arrange Electricity/sub-energy meter apparatus from LESCO for supply to advertisement apparatus or any other works.
2. The Sponsor(s) shall pay the cost of the electricity consumed (i.e. KWh verified from sub-energy meter) including billed taxes based on the overall unit rate charged by LESCO+PKR 5 per unit.
3. The Employer shall provide standby power supply from station as well as backup power through Generators installed in the MBS. The Sponsor(s) shall not be permitted to use any standby Diesel Generator of its own. The Sponsor(s) shall pay the original cost of generator on hourly basis.
4. A Single Phase (50Hz) Electric Power Supply shall be provided by the Employer or a Three Phase Electric Power Supply shall be provided by the Employer upon written approval and from designated points appointed by the representative of the Employer.
5. The power supply will be extended by Sponsor(s) from meter to the rented premises. The G.I. conduit wiring /copper cables shall be furnished by the Sponsor(s) at his/her own cost.
6. The Sponsor(s) shall engage the existing Electric company responsible for supply of Electricity to the station, to install sub-meter connection and for the Electric work outside the rented premises.

7. The Electricity Sub-meter shall be sealed the Employer and is not to be tempered by Sponsor(s) in any circumstances.
8. Load bearing appliances such as Air Conditioner, Refrigerator, Freezer, Electrical Heater, Electrical Kettle and Microwave oven may be allowed subject to the prior written approval of the Owner.
9. The Sponsor(s) shall use suitable voltage stabilizers and power factor correction equipment as per his/her requirement.
10. The Energy consumed shall be charged based on Energy Meter Reading (KWH) and as per clause 2 of this section, which shall be taken once in a month on a nominated day by the Owner's representative.
11. The Employer shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Sponsor(s), if the Sponsor(s) is in default of payment of the due charges.
12. The Sponsor(s) shall pay the full amount mentioned in the Monthly Bill as raised by the Employer before the last date mentioned in such Monthly Bill.
13. The Employer shall not be responsible for any interruption/diminution of supply.
14. The Electric supply shall be used only for the purpose for which it has been sanctioned and shall not be misused in any way to serve any other purpose.
15. The Electric supply shall not be extended/sublet to any other premises/party.
16. The Sponsor(s) shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
17. The Employer shall be entitled to disconnect the service connection in the event of any default and/or non-compliance of statutory requirements.

Annexure –D

Groups of Stations for Sponsorship

Sr #	Groups	Station Names	Ridership
1	1	Shahdara	21,741
2		Niazi Chowk	4,972
3		Timber Market	2,507
4	2	Azadi Chowk	3,815
5		Bhatti Chowk	8,522
6		Katchery	3,913
7	3	Civil Secretriat	3,768
8		MAO College	6,662
9		Janazgah	1,446
10	4	Qartaba Chowk	4,406
11		Shama	2,893
12		Ichra	5,622
13	5	Canal	7,549
14		Qaddafi Stadium	2,147
15		Kalma Chowk	7,458
16	6	Model Town	2,593
17		Naseerabad	1,855
18		Ittefaq Hospital	6,634
19	7	Qainchi	4,918
20		Ghazi Chowk	5,739
21		Chungi Amar Sidu	6,136
22	8	Kamahan	3,378
23		Attari Saroba	2,476
24		Nishter Colony	3,877
25	9	Youhanabad	1,631
26		Dulu Khurd	1,813
27		Gajju Matta	9,973
Total			138,444

TECHNICAL PROPOSAL SUBMISSION - STANDARD FORMS

Technical Proposal Standard Forms shall be used for the preparation of the Technical Proposal as required in this Request for Proposal. The Sponsor(s) has to provide information using the forms provided in this section along with other requirements where mentioned. The Employer reserves the right to request additional information for clarification or further establishment of information provided.

FORM TECH-0	Cover Letter.
FORM TECH-1	Technical Proposal Submission Form.
FORM TECH-2	Joint Venture Details
FORM TECH-3	Details Required for Technical Evaluation
FORM TECH-4	Power of Attorney
FORM TECH-5	Undertaking
FORM TECH-6	Integrity Pact
FORM TECH-7	Group(s) of Station(s)

FORM TECH-0 COVER LETTER

[Date]

To

(Name and address of Employer)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Employer Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Employer), incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To _ (Name and address of Employer / Employer) _

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document dated _ (insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal at 1st Stage in sealed envelope.

We undertake, if our Proposal is accepted, provide the _ (insert title of assignment)

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

FORM TECH-2 JOINT VENTURE DETAILS

To be filled in case of Joint Venture only

Name of Member	Lead Member / Associate Member	Short description of the role of Member

FORM TECH-3 DETAILS REQUIRED FOR TECHNICAL EVALUATION

The following data form shall be filled out by the Sponsor(s); and by all partners in case of a Joint Venture, with supporting documents for evidence as described in Annex B. The Employer reserves the right to request additional information for values/information entered by the Sponsor(s) against any criteria.

1	Registration with : a. Security & Exchange Commission of Pakistan (SECP). or b. Association of Persons (AOP).	a. Yes / No or b. Yes / No
2	Active Tax Payer Certificate.	Yes / No

FORM TECH-4 POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN in the relevant value)

We [name of the company and address of the registered office] do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing National Identity Card (CNIC) of PAKISTAN OR equivalent as in Sponsor(s) country of origin. (Ref No_____, copy enclosed) who is presently engaged with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Name of the Tender] in response to the tenders invited by the Punjab Masstransit Authority including signing and submission of all documents and providing information/responses to Punjab Masstransit Authority in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this ____ day of ____ 20__

For _____
(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Instructions for preparation of power of attorney

- c. *To be executed by an authorized representative of the Sponsor(s).*
- d. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- e. *Also, wherever required, the Sponsor(s) should submit for verification of the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Sponsor(s).*
- f. *In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.*

FORM TECH-5 UNDERTAKING

(On a Legal / Revenue Stamp Paper of PAKISTAN in the relevant value.)

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

FORM TECH-6 INTEGRITY PACT

(On a Legal / Revenue Stamp Paper of PAKISTAN in the relevant value.)

DECLARATION OF FEES, COMMISSIONS AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS OF GOODS, SERVICES & WORKS

[Name of Sponsor(s)] hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoPb) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of Sponsor(s)] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb, except that which has been expressly declared pursuant hereto.

[Name of Sponsor(s)] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Sponsor(s)] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [Name of Sponsor(s)] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of service provider/operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoPb.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

FORM TECH-7 GROUP(S) OF STATION(S)

Sr #	Groups	Station Names	Mark \checkmark
1	1	Shahdara	
2		Niazi Chowk	
3		Timber Market	
4	2	Azadi Chowk	
5		Bhatti Chowk	
6		Katchery	
7	3	Civil Secretriat	
8		MAO College	
9		Janazgah	
10	4	Qartaba Chowk	
11		Shama	
12		Ichra	
13	5	Canal	
14		Qaddafi Stadium	
15		Kalma Chowk	
16	6	Model Town	
17		Naseerabad	
18		Ittefaq Hospital	
19	7	Qainchi	
20		Ghazi Chowk	
21		Chungi Amar Sidu	
22	8	Kamahan	
23		Attari Saroba	
24		Nishter Colony	
25	9	Youhanabad	
26		Dulu Khurd	
27		Gajju Matta	

NOTE: Please mark (\checkmark) on group(s) of station(s) selected for the sponsorship.