

# REQUEST FOR PROPOSAL (RFP)

## **Renting-out of 100 Concrete Pillars of Lahore Orange Line Metro Train (OLMT) Track for Installation of Digital Streamers on Both Sides (from Chauburji to Band Road Stations)**



### **PUNJAB MASSTRANSIT AUTHORITY (PMA)**

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## Section-I: Invitation to Bids

## 1.1 INVITATION TO BID



### **RENTING-OUT OF 100 CONCRETE PILLARS OF ORNAGE LINE METRO TRAIN (OLMT) TRACK FROM CHAUBURJI TO BAND ROAD STATIONS (EXCEPT PILLARS UNDER STATIONS) FOR INSTALLATION OF DIGITAL STREAMERS ON BOTH SIDES**



PMA invites Sealed Bids for **Renting-out of 100 Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chauburji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides** from eligible Bidders engaged in provision of relevant services, registered with Tax Department (Income Tax). The Bids shall be received as per **single stage – two envelope procedure**.

Sr. No.	Description of services	Estimated Amount of Reserve Price (in PKR)	Remarks
1.	Renting-out of 100 Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chauburji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides.	<b>PKR. 1,000,000 per month</b>	Reserve Price estimate is exclusive of all applicable taxes.

1. Bids must be delivered to the addressee below on or before **4<sup>th</sup> January 2024 at 1200 Hours**.
2. All Bids must be accompanied by a Bid Security of **PKR 75,000/-** in the form of CDR/Bank Guarantee / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan.
3. Late Bids shall be rejected.
4. The Bids will be opened on the same day i.e. **4<sup>th</sup> January 2024 at 1230 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below.
5. Interested eligible Bidders may obtain further information from PMA at the address or email given below before the commencement of Clarification Meeting.
6. A pre-bid meeting will take place **at 1400 Hours on 27<sup>th</sup> December, 2023** at PMA office (address given below) for the applicants who wish to attend.
7. Bidding Documents are immediately available after date of publication.
8. **PMA** will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
9. In case of official holiday on the day of submission, next day will be treated as closing date.
10. The Bidding documents carrying all details can also be downloaded from PMA's website <http://pma.punjab.gov.pk> and PPRA's website <http://ppra.punjab.gov.pk>.
11. PMA reserves the right to cancel the bidding process at any time prior to the acceptance of a proposal.
12. All questions/queries/clarifications regarding this Bidding should be directed to the representative whose contact details are given below:

### **SECRETARY**

PUNJAB MASSTRANSIT AUTHORITY (PMA)

Government of the Punjab

5<sup>th</sup> Floor, Arfa Karim Software Technology Park, Main Ferozpur Road, Lahore, Pakistan

Phone: 0345-1112929, URL: [www.pma.punjab.gov.pk](http://www.pma.punjab.gov.pk)

## Section-II: Instructions to Bidders (ITB)

### 2.1. Introduction

- 2.1.1 Scope of Bid**
- i) The Employer, as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of [nature of services to be decided by the Employer] as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.
- 2.1.2 Source of Funds**
- i) The Employer named in the Bid Data Sheet has received budget from the Government of Punjab. The Employer intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.
- 2.1.3 Eligible Bidders**
- i) The Invitation to Bids is open to all Tenant / Lessees i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) [To be decided by the Employer], except as provided hereinafter.
  - ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the bidding of the services to be leased under this Invitation to Bids.
  - iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
  - iv) Bidders shall not be under a declaration of blacklisting by the Employer.
  - v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on

behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

[It is upon Employer to decide the participation of Bidders in J.V mode. The limit on the number of members of JV or Consortium or Association may be prescribed in BDS.

- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Employer.
- vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.
- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Employer and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidder/Tenant / Lessee subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
  - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the bidding of the services to be leased under this Invitation for Bids.
  - b) have controlling shareholders in common; or

- c) receive or have received any direct or indirect subsidy from any of them; or
  - d) have the same legal representative for purposes of this Bid; or
  - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.
- xi) A Bidder may be ineligible if –
- (a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
  - (b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
  - (c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
  - (d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
  - (e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices.
  - (f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public bidding) due to consistent performance failure.
  - (g) The firm, Tenant / Lessee and contractor is blacklisted/ debarred by any international organization.

- xii) Bidders shall provide to the Employer evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

- i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer named in the Bid Data Sheet, hereinafter referred to as “the Employer,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process-

**2.1.5. One person one bid**

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.1.6. Work Plan/Deputation Plan**

- i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the Employer and Employer may also, from time to time amend the same as per its requirement.

**2.2. The Bidding Documents**

**2.2.1. Content of Bidding Documents**

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

- (a) Invitation to Bids
  - (b) Instructions to Bidders (ITB)
  - (c) Technical Specifications
  - (d) Bid Data Sheet
  - (e) General Conditions of Contract (GCC)
  - (f) Special Conditions of Contract (SCC)
  - (g) Schedule of Requirements
  - (h) Bid Form
  - (i) Bidder Profile Form
  - (j) General Information Form
  - (k) Affidavit
  - (l) Bid Security Form
  - (m) Technical Bid Form
  - (n) Contract Form
  - (o) Financial Bid Form / Price Schedule
  - (p) Performance Guarantee Form
  - (q) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
  - iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents will take precedence.
  - iv) The Employer is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Employer or from its website or website of PPRA. Re-confirming from the Employer that all

pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

### **2.2.2. Clarification of Bidding Documents**

- i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Employer in writing or by email at the Employer's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Employer will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Employer's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.
- ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer in writing or in electronic form that provides record of the content of communication at the Employer's address indicated in the **BDS**.
- iii) The Employer will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Bidding.
- iv) Copies of the Employer's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment of Bidding Documents**

- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Employer, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment.
- ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.
- iii) Before the deadline for submission of Bids, the Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.
- iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer, at its discretion, may extend the deadline for the submission of Bids, in the manner similar to the original advertisements.

**2.3. Preparation of Bids**

**2.3.1. Language of Bid**

- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder

and the Employer shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

**2.3.2. Bid Form**

- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided.

**2.3.3. Bid Prices**

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the person/guard [to be decided by the Employer] the services of which it proposes to provide under the contract.
- ii) Prices indicated on the Price Schedule shall be item wise/ package wise [to be decided by the Employer on form 8.10]
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Employer and will not in any way limit the Employer's right to contract on any of the terms offered.
- iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

**2.3.4. Bid Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

**2.3.5. Documents Establishing Bidder's Eligibility and Qualification**

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Employer's satisfaction:
  - (a) that the Bidder has the financial, technical capability necessary to perform the contract;
  - (b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

#### **2.3.6. Bid Security**

- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Employer against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
  - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for (\_\_\_) Days, beyond the validity of Bid. [to be decided by the Employer keeping in view the time to be taken till award of contract or signing of contract agreement and chances of extension in Bid validity if any. The number of days will be expressed in word and figures].
- iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Employer as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible.

“The financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Employer may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Employer”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
  - a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
  - b. in the case of a successful Bidder, if the Bidder:
    - i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
    - ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
    - iii. is blacklisted.

**2.3.7. Period of Validity of Bids**

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Employer. A Bid valid for a shorter period may be rejected by the Employer as non-responsive.
- ii) In exceptional circumstances, the Employer may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.8. Format and Signing of Bid**

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the

contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.9. Minimum Wage rates/all applicable taxes**

- i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

**2.4. Submission of Bids**

**2.4.1 Sealing and Marking of Bids**

- i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
  - a. be addressed to the Employer at the address given in the Bid Data Sheet; and
  - b. bear the title of bidding Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE..... (time and date)," [to be completed with the time

and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]

- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared "late".
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Employer will assume no responsibility for the Bid's misplacement or premature opening.
- v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.  
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- vi) The inner and outer envelopes shall:
  - a) be addressed to the Employer at the address given in the **BDS**; and
  - b) bear the title of the subject bidding or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2.**
- vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
  - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
  - b) **ORIGINAL** and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

- viii) The inner and outer envelopes shall:
- a) be addressed to the Employer at the address provided in the BDS;
  - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
  - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.
- ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Employer will assume no responsibility for the misplacement or premature opening of Bid.

**2.4.2 Deadline for Submission of Bids**

- i) Bids must be received by the Employer at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.
- ii) The Employer may, at its discretion, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Employer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**2.4.3. Late Bids**

- iii) Bids shall be received by the Employer at the address specified under **BDS** no later than the date and time specified in the **BDS**.
- i) Any Bid received by the Employer after the deadline for submission of Bids prescribed by the Employer pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Employer shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

#### **2.4.4. Modification and Withdrawal of Bids**

i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Employer prior to the deadline prescribed for submission of Bids.

ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

iii) No Bid may be modified after the deadline for submission of Bids.

iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the ITB Clause 2.3.7 (vii).

v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Employer prior to the deadline for submission of Bids.

vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## **2.5. Opening and Evaluation of Bids**

### **2.5.1. Opening of Bids by the Employer**

i) The Employer will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not

be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.
- v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Employer may consider appropriate, will be announced by the Bid Evaluation Committee.
- vi) In case of Single Stage Two Envelope Procedure, the Employer will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Employer until the specified time of their opening.

- vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Employer may consider appropriate.
- viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.
- ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Employer against any claim or failure to read out the correct information contained in the Bidder's Bid.
- x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i)**.
- xi) The Employer shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.
- xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.
- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other

**2.5.2.  
Confidentiality**

persons not officially concerned with such process until the time of the announcement of the respective evaluation report.

- ii) Any effort by a Bidder to influence the Employer processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

### **2.5.3. Clarification of Bids**

- i) To assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Employer in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
  - a) evaluation & qualification criteria;
  - b) required scope of simple services/janitorial services/security services/repair and maintenance/any other services etc. and related materials.
  - c) all securities requirements;
  - d) tax requirements;
  - e) Terms and conditions of bidding documents.
  - f) change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Employer on any matter

related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

#### **2.5.4. Preliminary Examination**

- i) The Employer will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis:-
  - a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Tenant / Lessee does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
  - b. If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, the Employer will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **and Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not substantially responsive, it will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, the Employer will determine whether each Bid:
  - a) meets the eligibility criteria defined in **ITB 2.1.3**;
  - b) has been prepared as per the format and contents defined by the Employer in the Bidding Documents;
  - c) has been properly signed;

- d) is accompanied by the required securities; and
- e) Is substantially responsive to the requirements of the Bidding Documents.

The Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

- i) The Employer shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Employer shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Employer determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
  - a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
  - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
  - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Employer in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the

corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7**.

#### **2.5.7. Conversion to Single Currency**

- i) To facilitate evaluation and comparison, the Employer will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:  
For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

#### **2.5.8. Post-qualification & Evaluation of Bids**

- i) In the absence of **prequalification**, the Employer will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Employer deems necessary and appropriate.
- iii) The Employer will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Employer which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

#### **2.5.9. Contacting the Employer**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Employer on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Employer, it should do so in writing.

**2.5.10. Grievance  
Redressal**

- ii) Any effort by a Bidder to influence the Employer during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.
- i) Employer shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Bid Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the bidding in addition to one person with legal background as per their availability to the Employer.
- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Employer after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report.
- v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the bidding process.

## **2.6. Award of Contract**

### **2.6.1. Notification of Award**

- i) Prior to the expiration of the period of Bid validity, the Employer will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Employer will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

### **2.6.2. Performance Guarantee**

- i) Within fifteen (15) [to be decided by the Employer] days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Employer.
- ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Employer may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

### **2.6.3. Signing of Contract/ Issuance of work Order**

- i) At the same time as the Employer notifies the successful Bidder that its Bid has been accepted, the Employer will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the Lease order [as the case may be].

- ii) Under rule-63 of PPR-14, where the Employer requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Employer.
- iii) Where no such formal signing is required by the Employer, the Employer shall issue lease order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

- i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Employer will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Employer's Right to Vary Quantities at Time of Award**

- i) The Employer reserves the right at the time of contract award to increase or decrease the quantity of simple services/janitorial services/security services/repair and maintenance/any other services etc. originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

**2.6.6. Employer's Right to Accept or Reject All Bids**

- i) The Employer reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.
- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any
- iii) The Employer shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

- i) If the Employer rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

**2.6.8. Corrupt or Fraudulent Practices**

- i) The Employer requires that Bidders, Tenant / Lessees, and Contractors observe the highest standard of ethics during the bidding and execution of contracts.

“Corrupt practices” is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the bidding process or in Contract execution to the detriment of the Employer; or misrepresentation of facts in order to influence a bidding process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Employer of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the bidding process or Contract execution, designed to achieve with or without the knowledge of the Employer to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidding process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening,

harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”

**ii) Blacklisting & Debarment:**

Blacklisted bidders and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

## **Section-III. Technical Specifications**

### 3.1. Technical Specifications

**RENTING-OUT OF 100 CONCRETE PILLARS OF ORNAGE LINE METRO TRAIN (OLMT) TRACK  
FROM CHAUBURJI TO BAND ROAD STATIONS (EXCEPT PILLARS UNDER STATIONS) FOR  
INSTALLATION OF DIGITAL STREAMERS ON BOTH SIDES**

**Detail of Technical Specifications**

<b>Sr. #</b>	<b>Item / Description</b>	<b>Location</b>	<b>Size (In feet.)</b>	<b>No. of Pillars</b>
1	Digital Streamers (SMDs/LEDs/LCDs)	Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chaurji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides.	6' x 3' (approx.)	100

## 3.2 Scope of Services

### 1. Successful Bidder's Responsibility

The successful bidder will realize avenue for generation of non-fare revenue with the objectives details of which are provided in subsequent sections.

#### **The Tenant / Lessee shall:**

- 1.1 Submit Monthly Rent Amount in advance in the form of Cross Cheque/Bank Draft/Pay Order on or before 5<sup>th</sup> of each month. However, after submission of the Security Deposit and signing of the contract, the Contractor will be given a Mobilization Period free of such charges which shall not be more than Thirty (30) days or 01 month. The Rent Amount shall be exclusive of all applicable taxes, fees, electricity bills / charges or any other charges.
- 1.2 Ensure that background frames/supports are aesthetically consistent for advertisements, legally permissible.
- 1.3 Be careful that each advertisement is in consistent with all standards, procedures, safety features and laws of the Land, Punjab Outdoor Advertisements & Sign Boards Policy and any other laws, rules and regulations governing the outdoor advertising business.
- 1.4 Seek a formal approval from the Employer to display an advertisement on the media installed on the Pillars of Lahore Orange Line Metro Train (OLMT) within the area specified in this Contract. The Contractor shall not display any content which is against the norms and values of Pakistani society, against a political party/personality, promoting vulgarity, promoting sectarianism, a campaign against a government agency / department, etc.
- 1.5 Seek approval for his layout plan and structure design from the Employer or any agency/authority/department referred by the Employer prior to execution of the installation of SMDs/LEDs/LCDs work.
- 1.6 Supply, install/affix and maintain the SMDs/LEDs/LCDs and all other accessories including but not limited to the cables (power and networking), connectors, fixtures, computer systems, sub-meter(s), etc. in good condition; the cost of preparation, installation and maintenance of which shall be borne solely by the Contractor. The Contractor may only utilize assigned space(s) for this purpose.
- 1.7 Arrange electricity and its backup supply to energize the SMDs/LEDs/LCDs installed on the designated Pillars at his own. An NOC may be issued by the Employer on his demand. However, in case, the Contractor intends to use the electricity/power from PMA source, the Contractor shall be required to install sub-meter(s) for the purpose and pay the PMA the cost of electricity as per actual. Further terms & conditions will be decided at the time of making such arrangements.
- 1.8 Ensure that all services substance and displays are fabricated and installed in such a manner that they do not adversely affect passenger safety and safety of the other PMA property. In case of any untoward situation arising out of the reason directly attributable to the Contractor' part, the Contractor shall be dealt with in accordance with prevailing Laws of Pakistan.
- 1.9 Be liable to compensate PMA for any damage(s) caused to its property, that is directly attributable to the activities of the Contractor, or due to substandard quality/installation of advertising substance, or for damage caused by any employee of the Contractor. The compensation for such damage shall be determined by the Employer and be payable immediately.

- 1.10 Be liable for the compensation for any kind of damages/ losses occurred to any person or property due to an act on the part of Contractor, his staff or due to the fall of his equipment installed on the specified Pillars of OLMT.
- 1.11 Comply and follow all reasonable directions, and requirements of the Employer in respect of the any substance/displays and any other instructions/directions, including requirements that ensure public safety.
- 1.12 Maintain all services panels, fabricated, installed and commissioned in a neat and clean condition. In case, any substance is not maintained properly, a 15 days' notice shall be served to the Contractor to do the needful. In case of failure to resolve the issues highlighted in the notice within the stipulated time period, the subject advertising substance shall be removed by the Employer at the expense of the Contractor.
- 1.13 Ensure cleanliness of the spaces during and after installation/removal of any substance etc.
- 1.14 Ensure that the services are aesthetically pleasing and blending with the surrounding architecture, design and environment of the area.
- 1.15 Ensure safety/security of its equipment/installations and engage an appropriate number of security personnel, as it deems necessary for this task, at its own cost.
- 1.16 Obtain all necessary permits under applicable Laws of Pakistan required from concerned Authorities and bear the cost of such approvals.
- 1.17 Participate in all meetings, Committees etc., as directed by the Employer from time to time.
- 1.18 Ensure its personnel do not enter into the Metro Stations, Metro Corridors, Metro Trains, Metro Buses and Feeder Buses without valid entry cards/token or permit issued by the Employer.
- 1.19 Ensure smooth running of Employer's operations and shall not cause any hindrance / obstacle in Employer's operations.
- 1.20 Abide by all the rules and regulations laid down by Employer.
- 1.21 Facilitate the Employer to inspect its services at any time.
- 1.22 Be responsible for the conduct and functioning of all staff employed by the Contractor.
- 1.23 Take prompt and reasonable action for resolution of each complaint – including complaints received from the Employer related to its services.
- 1.24 Remove the structure of any substance and displays on the expiry date i.e. completion of contract period and ensure delivery of vacant physical possession to the Employer of all area/space, covered under the contract, at the conclusion of the Agreement within fifteen (15) days in its original shape.
- 1.25 Be responsible for the prompt removal of any substance affixed illegally on contracted advertising spaces, i.e., without the consent or authorization of PMA.
- 1.26 No drilling is allowed on the Employer's infrastructure other than specific area of the pillars officially allowed for installation of digital streamers. The Contractor may use clumps or other alternatives for installation of Digital Streamers and ducting.

## 2. The Employer's Role

The Employer shall:

- 2.1 Provide timely approvals for issuance of license.
- 2.2 Have the right to instruct removal, on immediate basis, of any Service substance that it considers inappropriate, unsafe, indecent, obscene or offensive, contrary to social norms, against the state or religion, or having potential to create ethnic, political or sectarian conflicts. The Employer reserves the right to cancel the agreement if the Bidder/Contractor continues to display such advertisement despite of 03 consecutive warnings.
- 2.3 Have the right to permanently withdraw the License rights for a particular service area/space/substance owing to extraordinary circumstances such as for road widening or any other development work or in the interest of general public or as desired by the Government or for any other reason but not for awarding the area/space to another party. For this purpose, a 15 days' notice shall be served to the Contractor to remove the services substance. Accordingly, the monthly payments for the issuance of License paid in advance by the Contractor for the remaining period, if any, shall be adjusted in favor of the Contractor calculated as: **Monthly Payment – Unit Revenue in Rupees Quoted by the Contractor** for the relevant area category, adjusted for the time duration of remaining period. However, if the advertising substance is not removed within the given timeframe, then the site shall be cleared by the Employer at the risk and cost of the Contractor. The remaining amount of advance Monthly Payment for the issuance of License paid by the Contractor, if any, shall then be adjusted in favor of the Contractor after deduction of these expenses. In case the removal expenses incurred by the Employer exceed the balance adjustable in favor of the Contractor, then the same shall be recovered from the Contractor.
- 2.4 Accord approval of each service plan including details regarding structural design, type, size and material specifications of service substance.
- 2.5 Re-advertise the Leasing Rights covered under this Bid upon conclusion of the License agreement or extend the same for a period mutually agreed by both parties.
- 2.6 Issue entry card/permit to the Contractor for its staff or any other personnel essentially required by the Contractor for fulfilling its obligations under the License agreement, within reasonable time after the initiation of such written request by the Contractor.
- 2.7 Not be responsible for any loss due to theft of, or damage to, the advertising substance or displays caused by any third party or by an Act of God.
- 2.8 Not be responsible for any kind of damages/ losses occurred to any person or property due to an act on the part of Contractor, his staff or due to the fall of his equipment installed on the specified Concrete Pillars of OLMT.

## Section-IV: Bid Data Sheet

## 4.1. Bid Data Sheet (BDS)

The following specific data for the services to be outsourced shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section-II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>A. Introduction</b>		
<b>BDS Clause Number</b>	<b>ITB Number</b>	<b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>
1.	2.1.1	Name of Employer: <b>Punjab Masstransit Authority (PMA)</b> .  The subject of RFP is: <b>Renting-out of 100 Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chauburji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides.</b>
2.	2.1.2	Financial year for the operations of the Employer: <b>2023 – 24 (extendable up to 02 years)</b>  Name of financing institution: Government of the Punjab Name and identification number of the Contract: <b><u>PMA-BD-NFR-RFP/03</u></b>
3.	2.1.3 (iv)	Maximum number of members in the joint venture, consortium or association shall be: <b>03</b> J.V. form 8.2 should be followed.
4.		Ineligible country(s) is or are: <b>N/A</b>
<b>B. Bidding Documents</b>		
6.	2.2.2	The address for clarification of Bidding Documents is SECRETARY, PUNJAB MASSTRANSIT AUTHORITY (PMA), Government of the Punjab, 5 <sup>th</sup> Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan Phone: 0345-1112929, URL: <a href="http://www.pma.punjab.gov.pk">www.pma.punjab.gov.pk</a>
7.	2.2.2	Pre-bid meeting will take place at the following venue, time, and date: A pre-bid meeting will take place <b>at 1400 Hours on 27<sup>th</sup> December, 2023</b> at PMA office (5 <sup>th</sup> Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan) for the applicants who wish to attend.
8.	2.3.8	The number of copies to be submitted: <b>One original, and one copy</b>

<b>C. Bid Price, Currency, Language and Country of Origin</b>		
<b>9</b>	<b>2.3.1</b>	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and PMA shall be written in ENGLISH. Supporting documents and printed literature furnished by the Bidder may be in same language.
<b>10</b>	<b>2.3.4</b>	The price quoted shall be: <b>in PKR</b>
<b>11.</b>	<b>2.3.4 &amp; 2.3.9</b>	The monthly rent shall be fixed for one year and shall be subjected to an increase of 10% for every next year in case of extension. However, the Contractor shall inform PMA in writing about whether the Contractor is interested in extension or not at least 03 months prior to the expiry of the Contract period.
<b>D. Preparation and Submission of Bids</b>		
<b>13.</b>	<b>2.1.3</b>	<p><b>Qualification Criteria:</b></p> <p>Qualification Criteria is provided at <b>Annex – A</b></p> <p>The bidder is also required to submit: <b>Affidavit to the effect that</b></p> <ul style="list-style-type: none"> <li>i. Bidder is not currently blacklisted by the Employer.</li> <li>ii. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.</li> <li>iii. The provided information is correct.</li> </ul>
<b>14.</b>	<b>2.1.1</b>	<p>Bid shall be submitted to:</p> <p><b>Punjab Masstransit Authority (PMA)</b>  <b>5<sup>th</sup> Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan</b></p>
<b>15.</b>	<b>2.4.2</b>	<p>The deadline for Bid submission is</p> <ul style="list-style-type: none"> <li>a) Day: <b>Thursday</b></li> <li>b) Date: <b>4<sup>th</sup> January, 2024</b></li> <li>c) Time: <b>1200 Hours</b></li> </ul>
<b>16.</b>	<b>2.5.1</b>	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <p>The deadline for Bid submission is</p> <ul style="list-style-type: none"> <li>a) Day: <b>Thursday</b></li> <li>b) Date: <b>4<sup>th</sup> January, 2024</b></li> <li>c) Time: <b>1200 Hours</b></li> </ul>

17.	2.6.2	Amount of Security Deposit (Performance Guarantee) is: <b>Equivalent to 03 months of Quoted Monthly Rental Amount</b>
18.	2.3.6	Estimated Reserve Price is: <b>PKR 1,000,000 per month</b>  Amount of Bid security is: <b>PKR 75,000/-</b> (in the form of CDR/Bank Guarantee / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan in the name of <b>"MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT"</b> . Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible.
19.	2.3.7	Bid validity period after opening of the Bid is: <b>180 days</b>
20.	2.3.8	Number of copies of the Bid to be provided are: <b>One Original and One Copy</b>
<b>E. Opening and Evaluation of Bids</b>		
21.	2.5.1	The Bid opening shall take place at: <b>Punjab Masstransit Authority (PMA)</b> <b>5<sup>th</sup> Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan</b>
22.	2.3.4	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: <b>PKR</b> The source of exchange rate shall be: <b>Not Applicable</b> The date of exchange rate shall be: <b>Not Applicable</b>
<b>F. Bid Evaluation Criteria</b>		
23.	2.5.8	The evaluation of Technical Bid shall be based on conformity to Technical Specifications <b>(Section 3.1)</b> and Scope of Service <b>(Section3.2)</b> .

**Annex – A****Qualification Criteria:**

<b>Sr. No.</b>	<b>Description</b>	<b>Allocated Marks</b>	<b>Total Marks</b>
<b>1</b>	<b>Company Profile &amp; Experience</b>		
i.	<b>Company Profile</b> Years of operations (From Registration date of NTN / FBR) • Two (2) marks for one (1) year experience to be awarded. • Maximum marks to be awarded, if the firm has 5 years or more experience.	10	
ii.	<b>Relevant Experience</b> Similar assignments / supplies over last 5 years. 1 similar project= 10 marks 2 similar projects= 20 marks 3 similar projects = 30 marks <b>Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.</b>	30	
iii.	<b>Value of Projects</b> Capital Cost of projects / Supplies completed over last 05 years <b>If the total value is equal to or more than the value of PKR 10 million</b> For one project = 10 marks may be awarded For two projects = 20 marks may be awarded For three projects = 30 marks may be awarded <b>Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.</b>	30	
<b>2</b>	<b>Financial Position</b>		
i.	<b>Annual Turnover (last 03 years)</b> <b>If the total annual turnover of last three years is equal or above PKR: 30 million</b>  If total turnover during last three years is up to PKR 20 million = 10 marks If total turnover during last three years is up to PKR 30 million= 20 marks If total turnover during last three years is up to PKR 40 million= 30 marks <b>Income Tax / Sales Tax Returns, and Audited Financial Statements of last three financial years must be attached, otherwise, no marks shall be awarded.</b>	30	
		<b>Total</b>	<b>100</b>
Only the Bids securing minimum <b>60 marks</b> would be declared technically accepted.			

## Section-V: General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between the Employer and the Tenant / Lessee, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Tenant / Lessee under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Tenant / Lessee is required to supply to the Employer under the Contract.
- (d) "The Services" means those services {detail to be provided by the Employer as per its requirements} and other such obligations of the Tenant / Lessee covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Employer" means the organization leasing the Services, as named in SCC.
- (h) "The Employer's country" is the country named in SCC.
- (i) "The Tenant / Lessee" means the Bidder or firm supplying the Services under this Contract.
- (j) "The Project Site," where applicable, means the place or places named in SCC.
- (k) "Day" means calendar day.

- 2. Application** 2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.  
[where applicable]
- 3.2. The origin of Services is distinct from the nationality of the Tenant / Lessee. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.
- 4. Standards** 4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Employer.** 5.1. The Tenant / Lessee shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Tenant / Lessee in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The Tenant / Lessee shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Employer and shall be returned (all copies) to the Employer on completion of the Tenant / Lessee's performance under the Contract if so required by the Employer.
- 5.4. The Tenant / Lessee shall permit the Employer to inspect the Tenant / Lessee's accounts and records relating to the performance of the Tenant / Lessee and to have them audited by auditors appointed by the donors, if so required by the donors.

**6. Performance Guarantee**

6.1. Within fifteen (15) days [to be decided by the Employer] of receipt of the notification of Contract award, the successful Bidder shall furnish to the Employer the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

6.2. The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Tenant / Lessee's failure to complete its obligations under the Contract.

6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Employer and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Employer's country, in the form provided in the Bidding documents or another form acceptable to the Employer; or

(b) a cashier's or certified cheque or CDR.

6.4. The performance guarantee will be discharged by the Employer and returned to the Tenant / Lessee not later than thirty (30) days following the date of completion of the Tenant / Lessee's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

**7. Incidental material**

7.1. The Tenant / Lessee may be required to provide any of the incidental material if any, specified in SCC:

[If required and decided by the Employer]

**8. Payment**

8.1. The method and conditions of payment to be made to the Tenant / Lessee under this Contract shall be specified in SCC.

8.2. The Tenant / Lessee's request(s) for payment shall be made to the Employer in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Employer, but in no case later than thirty (30) days after submission

of an invoice or claim by the Tenant / Lessee, provided the work is satisfactory.

8.4. The currency of payment is [to be decided by the Employer]

**9. Prices**

9.1. Prices charged by the Tenant / Lessee and Services performed under the Contract shall not vary from the prices quoted by the Tenant / Lessee in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the Employer}.

**10. Change Orders**

10.1. The Employer may at any time, by a written order given to the Tenant / Lessee pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.

10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Tenant / Lessee's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Tenant / Lessee for adjustment under this clause must be asserted within thirty (30) days from the date of the Tenant / Lessee's receipt of the Employer's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

**11. Contract Amendments**

11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**12. Assignment**

12.1. The Tenant / Lessee shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the Employer.

**13. Sub-contracts**

13.1. The Tenant / Lessee shall notify the Employer in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Tenant / Lessee from any liability or obligation under the Contract.

13.2. Subcontracts must comply with the provisions of GCC Clause 12.

**14. Delays in the Tenant / Lessee's Performance**

14.1. Performance of Services shall be made by the Tenant / Lessee in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Employer in Section VII.

14.2. If at any time during performance of the Contract, the Tenant / Lessee or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Tenant / Lessee shall promptly notify the Employer in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Tenant / Lessee's notice, the Employer shall evaluate the situation and may at its discretion extend the Tenant / Lessee's-time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Tenant / Lessee in the performance of its delivery obligations shall render the Tenant / Lessee liable to the imposition of liquidated damages.

**15. Liquidated Damages**

15.1. Subject to GCC Clause 17, if the Tenant / Lessee fails to perform the Services as per requirement/ within the period(s) specified in the Contract, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Employer may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under law of land.

**16. Termination for Default**

16.1. The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenant / Lessee, may terminate this Contract in whole or in part:

- (a) if the Tenant / Lessee fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 14;
- (b) if the Tenant / Lessee fails to perform any other obligation(s) under the Contract; or

- (c) if the Tenant / Lessee, in the judgment of the Employer has engaged in corrupt practices in competing for or in executing the Contract.

“Corrupt practices” is as follows:

(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the bidding process or in Contract execution to the detriment of the Employer; or misrepresentation of facts in order to influence a bidding process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Employer of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the bidding process or Contract execution, designed to achieve with or without the knowledge of the Employer to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a bidding process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to

materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Tenant / Lessee shall be liable to the Employer for any excess costs for such similar Services. However, the Tenant / Lessee shall continue performance of the Contract to the extent not terminated.

## **17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Tenant / Lessee shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, 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.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenant / Lessee and not involving the Tenant / Lessee's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Employer and the Tenant / Lessee, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Tenant / Lessee shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Tenant / Lessee 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 the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**18. Termination for Insolvency**

18.1. The Employer may at any time terminate the Contract by giving written notice to the Tenant / Lessee if the Tenant / Lessee becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenant / Lessee, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Employer.

**19. Termination for Convenience**

19.1. The Employer, by written notice sent to the Tenant / Lessee, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Tenant / Lessee under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Tenant / Lessee's receipt of notice of termination shall be accepted by the Employer on the Contract terms and prices. For the remaining Services, the Employer may choose:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Tenant / Lessee-an agreed amount for partially completed Services and for materials and parts previously procured by the Tenant / Lessee.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of lease order, The Employer and the Tenant / Lessee shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Employer and the Tenant / Lessee have been unable to resolve amicably 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 said arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

**21. Governing Language**

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

- 22. Applicable Law** 22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
- 23. Notices** 23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 24. Taxes and Duties** 24.1. Tenant / Lessee shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Employer.
- 25. Change in minimum wage rate** 25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category.
- 26. Extension in Contract period** {where applicable and if the Employer opts to include this condition, this should be included in original advertisement as well} Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of \_\_\_\_ (\_\_\_\_) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the Employer and the contractor has no right to claim further extension as a matter of right in the contract.

## **Section-VI. Special Conditions of Contract**

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Employer/Lesser is: Punjab Masstransit Authority (PMA)

GCC 1.1 (h)—The Employer/Lesser's country is: Pakistan

GCC 1.1 (i)—The Tenant/Lessee is:

### 2. Contract Type and Duration

This Contract will be for **Renting-out of 100 Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chauburji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides** for a period of one (01) year extendable up to two (02) years upon mutual consent.

### 3. Security Deposit (Performance Guarantee) (GCC Clause 6)

GCC 7.1— Equivalent to 03 months of Quoted Monthly Rental Amount.

### 4. Incidental Materials (GCC Clause 7)

GCC 7.1—Incidental materials to be provided are: **Responsibility of the Tenant /Lessee**

### 5. Payment (GCC Clause 8)

GCC 8.1— Payment may be made in Pak. Rupees

**Payment to be made by the Tenant/Lessee in the following manner:**

Submit Monthly Rent Amount in advance in the form of Cross Cheque/Bank Draft/Pay Order in the name of **"MASSTRANSIT AUTHORITY NON-FARE REVENUE (NFR) FUND ACCOUNT"** on or before 5<sup>th</sup> of each month.

**Payment for Services provided:** Not Applicable

## 6. Prices (GCC Clause 9)

GCC 9.1—Rental price shall be fixed for 01 year, and shall be increased @10% annually.

## 7. Penalties or Liquidated Damages due to Non Performance of Services (GCC Clause 15)

- The SLA describes target performance levels which the bidder shall aim to perform as per the Scope of Work outlined in this Contract. It also lists the procedures for managing unavailability of Services / negligence / inefficiency on part of the Tenant / Lessee, and associated penalties which will be applied if bidder fails to perform in accordance with this Agreement including agreed Standard Operating Procedures during contract life (SOP).
- The Operator will be exempted from delays or slippages on SLA parameters arising out of delays in execution or due to delay in approval or review from the Client's side. Any such delays will be notified in writing.
- Each non-compliance shall be penalized according to the following:
  1. **Delay in monthly rental payment:** 1% of the quoted bid price will be charged to the Tenant / Lessee on weekly basis.
  2. **The payment is delayed for 10 consecutive weeks:** The Contract shall be terminated under GCC Clause 16 and the Security Deposit shall be forfeited.
  3. **In case of any damage to the Employer's property:** The repair / maintenance shall be carried out immediately. The cost of repair / maintenance shall be recovered from Tenant / Lessee.
  4. **Delay in payment(s) against Utility Bill(s):** 2% penalty of the bill price shall be charged to the Tenant / Lessee on weekly basis.
  5. **In case of theft or abuse of Access Rights to the Employer's property:** Criminal proceedings against the Tenant / Lessee or his responsible staff shall be initiated.
  6. **Causing any kind of disturbance in Employer's operations:** The cost of damage along with the revenue loss (if any) shall be recovered from the Tenant / Lessee. The Employer may initiate legal proceedings against the Tenant / Lessee or his responsible staff depending upon the criticality of the matter.

## 8. Resolution of Disputes (GCC Clause 20)

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

The case of a dispute between the Employer and the Tenant/Lessee, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

## 9. Governing Language (GCC Clause 21)

**GCC 21.1—The Governing Language shall be:** English

## **10. Applicable Law (GCC Clause 22)**

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan)

## **11. Notices (GCC Clause 23)**

GCC 23.1—Employer’s address for notice purposes:

—Tenant/Lessee’s address for notice purposes:

## **Section-VII. Schedule of Requirements**

Not Applicable.

## Section-VIII: Sample Forms

## 8.1 Bid Form

[To be signed & stamped by the Tenant / Lessee and reproduced on the letter head. To be attached with the Bid, in case of Single Stage One Envelope Procedure and with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: \_\_\_\_\_

To: [name and address of Employer]

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Employer.

We agree to a Bid by this Bid for a period of [number] days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed (if required), this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

### **[In case of single stage - two envelope bidding procedure]**

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

#### **Technical bid includes the following: -**

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments [to be decided by the Employer i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD)]

/ Pay Order (PO) or Banker's cheque] valid for ..... ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the Employer.

**Financial bid includes the following: -**

- a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.10**) along with Original financial instrument [to be decided by the Employer i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for ..... ( ) Days, beyond the validity of Bid.
- d) Any other document required by the Employer not inconsistent with PPR-14.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of Tenant / Lessee	Amount and Currency
--	---------------------

_____	_____
_____	_____
_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

## 8.2 Bidder's JV Members Information Form

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Tenant / Lessee shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenant / Lessee and for each member of a Joint Venture}.

Date: [insert date (as day, month and year) of Bid submission]

RFB No.: [insert number of RFB process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: [insert Bidder's legal name]
2. Bidder's JV Member's name: [insert JV's Member legal name]
3. Bidder's JV Member's country of registration: [insert JV's Member country of registration]
4. Bidder's JV Member's year of registration: [insert JV's Member year of registration]
5. Bidder's JV Member's legal address in country of registration: [insert JV's Member legal address in country of registration]
<p>6. Bidder's JV Member's authorized representative information</p> <p>Name: [insert name of JV's Member authorized representative]</p> <p>Address: [insert address of JV's Member authorized representative]</p> <p>Telephone/Fax numbers: [insert telephone/fax numbers of JV's Member authorized representative]</p> <p>Email Address: [insert email address of JV's Member authorized representative]</p>
<p>7. Attached are copies of original documents of [check the box(es) of the attached original documents]</p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.</p> <p><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Tenant / Lessee.</p>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

### 8.3. Bidder Profile Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr.#	Particulars
1.	Name of the company:
2.	<b>Registered Office:</b>
Address:	
Office Telephone Number:	
Fax Number:	
3.	<b>Contact Person:</b>
Name:	
Personal Telephone Number:	
Email Address:	
4.	<b>Local office if any:</b>
Address:	
Office Telephone Number:	
Fax Number:	
5.	<b>Registration Details:</b>

**a) Audited Financial Statement Attachment (Last 3 years)**

Yes	No
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**b) Details of Experience (Last Five Years)**

(i)	<b>Similar Project (Agency/Department)</b>	<b>Item Name</b>
(ii)	<b>Value of total Projects/Tenders/POs</b>	<b>Amount</b>

**c) Staff Detail and last month Payroll**

Yes	No
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### 8.4. General Information Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

	Particulars			
<b>Company Name</b>				
<b>Abbreviated Name</b>				
<b>National Tax No.</b>			<b>Sales Tax Registration No</b>	
<b>PRA Tax No.</b>				
<b>No. of Employees</b>			<b>Company's Date of</b>	
			<b>Formation</b>	

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

<b>Registered Office Address</b>		<b>State/Province</b>	
<b>City/Town</b>		<b>Postal Code</b>	
<b>Phone</b>		<b>Fax</b>	
<b>Email Address</b>		<b>Website Address</b>	

## 8.5. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

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

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the [name of Employer] of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the [name of Employer]. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Employer.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) \*\*\*\*\*omitted\*\*\*

[Name of the Contractor/ Bidder/ Tenant / Lessee] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

### 8.6. Performance Guarantee Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

To,

[name and address of the Employer]

**WHEREAS** (Name of the Contractor/ Tenant / Lessee) \_\_\_\_\_ hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF \_\_\_\_\_" bidding of the following:

1. [Please insert details].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of \_\_\_\_\_ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

### 8.7. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

Sr. #	Item / Description	Location	Size (In feet.)	No. of Pillars
1	Digital Streamers (SMDs/LEDs/LCDs)	Concrete Pillars of Orange Line Metro Train (OLMT) Track from Chauburji to Band Road Stations (Except Pillars under Station Structures) for Installation of Digital Streamers on Both Sides.	6' x 3' (approx.)	100

Stamp & Signature of Bidder \_\_\_\_\_

## 8.8. Contract Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of Employer] of [country of Employer] (hereinafter called "the Employer") on the one part and [name of Tenant / Lessee] of [city and country of Tenant / Lessee] (hereinafter called "the Tenant / Lessee") on the other part:

WHEREAS the Employer invited Bids for certain services, viz., [brief description of services] and has accepted a Bid by the Tenant / Lessee for the supply of those services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

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 Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Employer's Notification of Award.
  - (g) Contract agreement
  - (h) Complete Bid document
3. In consideration of the payments to be made by the Employer to the Tenant / Lessee as hereinafter mentioned, the Tenant / Lessee hereby covenants with the Employer to provide the services in accordance with the provisions of the Contract and as required under **Section VII** Schedule of Requirements/Work Plan/ Deputation Plan.
4. The Employer hereby covenants to pay the Tenant / Lessee in consideration of the provision of services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Employer)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Tenant / Lessee)

### 8.9. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Sr. No.	Item Name / Description	Size (in feet)	Unit price (Exclusive of all taxes & duties etc.)	No. of Pillars	Total price (Exclusive of all applicable taxes & duties etc.)
1.	Digital Streamers (SMDs/LEDs/LCDs)	6' x 3' (approx.)		100	
Total price in words					

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

**Note:**

In case of difference between unit price and total price, unit price shall prevail and total price shall be "final". (Please refer ITB clause 2.5.6).

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

**Stamp & Signature of Bidder** \_\_\_\_\_

## 8.10. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its Bid dated [date of submission of Bid] for the supply of [name and/or description of the services] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Employer] (hereinafter called "the Employer") in the sum of for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

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[signature of the bank]