

Tender Document

PROCUREMENT OF MARKETING FIRM FOR LEASING OF CORRIDOR SPACES, INFRASTRUCTURE AND BUSES FOR NON-FARE REVENUE GENERATION FOR METROBUS SYSTEM AND FEEDER ROUTES IN LAHORE



THE PUNJAB MASSTRANSIT AUTHORITY Government of the Punjab

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Important:

Registered companies and Joint Ventures complying with criteria given in this document are eligible for this tender, hereinafter referred to as Bidders.

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA) to any party other than the qualified Bidders to submit the Bids. The principle purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder must conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this RFP to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the RFP. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this RFP.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection/revision/supplement shall be entertained regarding the terms and conditions of the Bidding Documents submitted by the Bidder.
- The Bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority (www.pma.punjab.gov.pk) for all updates on this RFP such as addendums etc.
- This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and to the extent applicable; and instructions of the Government of the Punjab (GoPb) received during the period of completion of the Operation.
- The Bidder is advised to obtain for himself, at his own cost and responsibility, all information that may be necessary for preparing the Bid and entering into a Contract for execution of the Works/facility. This shall include but not be limited to the following:
 - Relevant laws, rules, and regulations of Pakistan including Income Tax and Sales Tax laws/rules
 - Customs duties and other import taxes applicable in Pakistan
 - Information regarding port clearance facilities, loading and unloading facilities, storage facilities, transportation facilities and congestion at Pakistan seaports.
 - Investigations regarding transport conditions and the probable conditions which will exist at the time the Equipment will be actually transported.

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1. Invitation to Bid

Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for Procurement of Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore

Punjab Procurement Rules 2014, as modified from time to time to the extent applicable, shall be strictly followed. These may be obtained from PPRA's website:

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

1.1. Mode of Advertisement(s)

As per Rule 12, 12(1) and 12(3), this tender is being placed online at PPRA's website, as well as being advertised in print media. The bidding document carrying all details can be downloaded from websites www.pma.punjab.gov.pk and www.ppra.punjab.gov.pk for information only.

1.2. Type of Open Competitive Bidding

As per Rule 38(2), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two (2) separate envelopes.
- ii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - a. "ENVELOPE-NO. 1: TECHNICAL PROPOSAL"
 - b. "ENVELOPE-NO. 2: FINANCIAL PROPOSAL"
- iii. Initially, only the ENVELOPE-NO. 1 marked TECHNICAL PROPOSAL shall be opened;
- iv. ENVELOPE NO 2 shall be retained in the custody of the Employer without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The ENVELOPE-NO. 2: FINANCIAL PROPOSAL of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

- viii. After the evaluation and approval of the technical proposal the Employer shall, at a time within the bid validity period, publicly open the ENVELOPE-NO. 2: FINANCIAL PROPOSAL of the technically accepted and qualified bids only.
- ix. The technically qualified bidder with highest financial bid will be the successful bidder.
- x. The Employer will invite the successful bidder to enter into an Agreement for Procurement of Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore.

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR Five (05) Hundred Thousand (See Price Schedule of General Condition of Contract)** as bid security in favor of “**The Punjab Masstransit Authority**” issued by a scheduled bank allowed to carryout financial transactions in PAKISTAN. *Clause18 gives details on Tender Security.*

The bids along with the Demand Draft / Pay Order/ Bank Guarantee, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at the Office of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, on or before **1500 hours on 28th May, 2019**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1530 hours on 28th May, 2019**.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN on or before **1100 hours on 15th May, 2019**. All queries shall be responded to within due time. The Punjab Masstransit Authority shall hold a pre-bid **meeting at 1500hours on 15th May, 2019**, at the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on “**Determination of Responsiveness of Bid**” regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

The contact detail for all correspondence in relation to this bid is as follows:

Email: shumaila.mohsin@pma.punjab.gov.pk

Punjab Masstransit Authority

5th Floor,

Arfa Software Technology Park (ASTP),

Lahore, PAKISTAN

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. Employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, Employer reserves the right to cancel the tender, or reject all bids prior to acceptance of bid as per PPRA Rule 35

3. Definitions

3.1 "LMBS" Lahore MetroBus System

3.2 "LFR" Lahore Feeder Routes

3.3 "MBS Territory/Infrastructure" is a group of stations, corridor, bus turnarounds and parking spaces at terminal stations, escalators, pedestrian bridges, underpasses (including underpass at Ichra used for pedestrian crossings only along with basement shops) , stairways, all access points to and from adjacent roadways. In addition, it includes any ancillary facilities in such areas including but not limited to washrooms, pipe networks, electric motors, water coolers, station lighting, all kind of electrical wiring, corridor lights arrangements (including Kalma and Lahore bridge), transformers, Distribution Board Panels, Data Cabins, platform sliding doors, ticket booths, surveillance cameras, Ticket Vending Machines (TVM), station furniture, announcement system including speakers, on ground / underground ducting etc.

3.4 "MBS" means the Metrobus System

3.5 "FR" means Feeder Routes.

3.6 "FBs" means Feeder Busses.

3.7 "BRTS" means Bus Rapid Transit System

3.8 "AFC-BSS" Automated Fare Collection and Bus Scheduling System,

3.9 "PMA" is Punjab Masstransit Authority, established by the Government of Punjab.

3.10 "Employer/Procuring Agency/Client" means Punjab Masstransit Authority (GoPb)

3.11 "Marketing Service Provider (MSP)" or "Successful Bidder" or "Licensee": The one

technically qualified bidder with lowest financial bid, who has the probability of award of Contract titled “**The Procurement of Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore**”, subject to necessary approvals and applicable policies.

3.12 "Registered Company" means a company duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan.

3.13 “Confirmation” means confirmation in writing.

3.14 “Bidder” means a registered company or joint venture that has submitted its bid as per the criteria/specifications listed.

3.15 “Contract” means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.

3.16 “Contract Price” means the share of revenues earned by MSP for the Employer, payable to the MSP Firm under the Contract for the full and proper performance of its contractual obligations.

3.17 "Pre-Bid Conference" means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening.

3.18 “Procurement Methods” means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.

3.19 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.

3.20 “RFP” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.

3.21 “SBD” means Standard Bidding Documents.

3.22 “SCC” means the Special Conditions of Contract.

3.23 “Services” means the tasks to be performed by the bidder pursuant to the Contract as listed under Section 6.3 & 8.2

- 3.24** “**TEC**” means the Technical Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.25** “**Terms of Reference**” or “**TOR**” means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- 3.26** “**VC/Venture Capitalist/Venture Capital firms**” means A person or investment firm that makes venture investments
- 3.27** “**Applicant**” means a Registered Company, an Association of Persons (AOP), or a Joint Venture that has submitted its application for pre-qualification as per the criteria/specifications listed.
- 3.28** “**Joint Venture (JV)**” means an association of up to five (05) business entities formed as per requirements listed in Para no. 6 of this Pre-qualification document.
- 3.29** “**Association of Persons (AOP)**” means a firm registered under the Partnership Act.
- 3.30** “**Works**” means work to be done by the MSP under the Contract.
- 3.31** “**GoPb**” means Government of the Punjab
- 3.32** “**GoP**” means Government of Pakistan
- 3.33** “**Applicable Laws**” means laws of the Government of Pakistan and the Government of Punjab.
- 3.34** “**SECP**” means Security and Exchange Commission of Pakistan
- 3.35** “**PESSI**” means Punjab Employee Social Security Institution
- 3.36** “**Labor Department**” means Labor Department, Government of Pakistan
- 3.37** “**EOBI**” means Employees’ Old-Age Benefits Institution, Government of Pakistan
- 3.38** “**ATL**” means Active Taxpayers List of FBR
- 3.39** “**FBR**” means Federal Board of Revenue, Government of Pakistan
- 3.40** “**MNC**” means multinational cooperation
- 3.41** “**Metrobus**” means a bus operated by the Punjab Masstransit Authority on the MBS Corridor.

4. Headings and Titles

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

5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post or by hand to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

6.1 Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as "the Tenders") for **Procurement of Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore**, as outlined in this document.

6.2 Overview

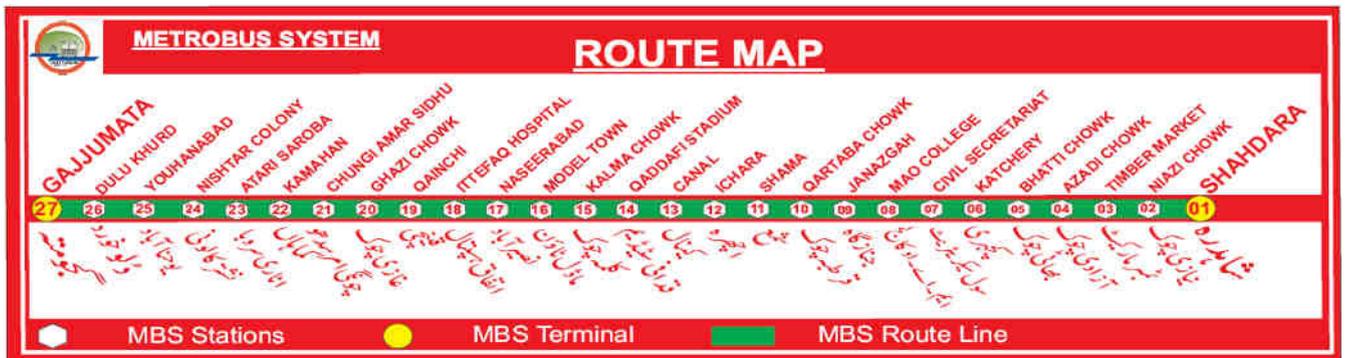
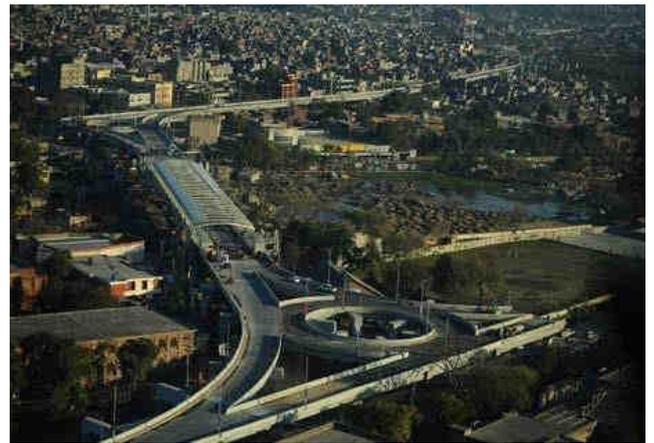
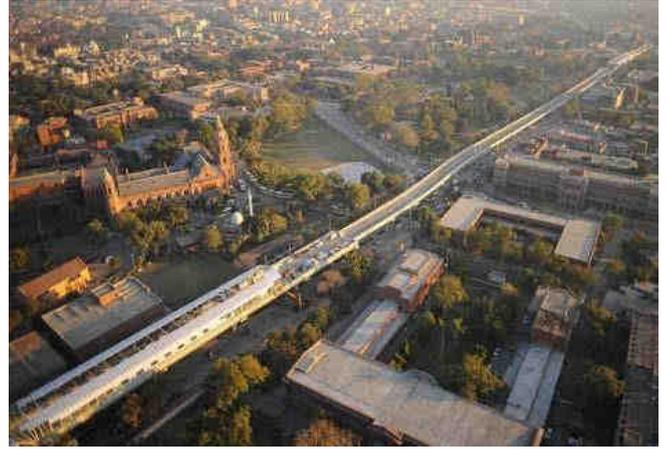
The Punjab Masstransit Authority (PMA) is a statutory body established by Government of the Punjab with the purpose of planning, construction, operation and maintenance of mass transit systems in the major cities of the Punjab, Pakistan. PMA vision is to provide state of the art mass transit system for all. The PMA mission is to establish and operate mass transit system, which is safe, comfortable and efficient. The features of mass transit system are planned and designed to cater to the vision and mission of the Authority.

PMA realizes the importance of generating non-fare revenue in order to minimize the subsidy paid by the GoPb. The Employer seeks to procure Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore. The prospective Employer/MSP will provide services for Five (05) years and shall be awarded exclusive rights to carry out the scope of services under this contract.

6.2.1. Lahore Metrobus System

MBS initially spans over approximately 27 KM running from Gajjumatta to Shahdara through Ferozpur Road and is also called Green Line. Key locations are targeted to

maximize ridership from all surrounding areas. 27 stations are built throughout the entire route of MBS. The pictures below highlight general station layout and its perspective view.



Salient Features Of The Lahore Metrobus System

- Total length of the corridor from Gajjumata to Shahdara is approximately 27 Km.

- Two lane - limited access corridor (10m wide). Access is controlled by Fenced barrier along the curb sides. Only four intersections at Timber Station, Naseerababd Station, Kalma Station and Niazi Station.
- Portion from Canal to Bhati Station is elevated (8.3 Km)
- Portion from Niazi Station till end of Ravi Bridge is Mixed traffic zone.
- Total 27 Stations having average inter-distance of 1 km. Each station has two platforms each with three (03) docking bays. 18 numbers of stations are at-grade while 9 stations are elevated.
- The access to the stations is grade-separated. Pedestrian bridge is used for station access except Kalma, Canal and Qartaba Stations where station access is through pedestrian underpass.
- MAO, Qartaba and Canal stations have multiple accesses
- The bridges and underpasses are used for stations access as well as road crossing.
- There are total 100 escalators. At-grade stations have 4 escalators each. Elevated stations have 2 escalators each, except Qartaba, Canal and MAO where number of escalators are 10,10 and 4 respectively.
- There are total 664 Platform Sliding doors in the system. Each platform has three (03) docking bays while each bay has four (04) sliding doors.
- There are 1300-1500 light poles along the corridor to make it well lit when required.
- Station power is backed up by 53 gensets of 100 KVA and 200 KVA fueling of which is done during non-operational hours (11:00 PM – 5:30 AM).
- Bus Operational hours are from 6:15 AM to 11:00 PM according to the prevalent schedule and is subject to change when desired by the Authority.
- There are station amenities such as water coolers, water motors, washrooms, ticket booths, Ticket Vending Machines, Announcement System, Surveillance Cameras, Passenger Information screens, gensets, transformers, turnstiles etc. Washrooms, water motors and transformers are located outside the station at varying accessible distances from the stations
- Automated Fare Collection (AFC): Two types of electronic fare media are used i.e. token and smart card which are validated at turnstiles before entering into the platforms
- Intelligent Transportation System (ITS) at intersections providing Metrobus Signal Priority.
- 64 Articulated air conditioned buses (seating capacity 38+1, total capacity 160 per bus)
- Terminal stations i.e. Shahdara and Gajjumatta have bus turnarounds and bus parking space

- Operations is monitored and controlled through Command & Control Center located in Arfa Karim Software Technology Park (ASTP), 5th Floor, Ferozpur Road, Lahore
- The average ridership details are as follows

AVERAGE DAILY RIDERSHIP 2019	
STATION	TOTAL
Shahdara	28,238
Niazi Chowk	5,563
Timber Market	3,191
Azadi Chowk	5,519
Bhatti Chowk	8,029
Katchery	5,417
Civil Secretariat	4,394
MAO College	6,664
Janazgah	1,183
Qartaba Chowk	5,266
Shama	3,059
Ichra	4,851
Canal	7,204
Qaddafi Stadium	3,702
Kalma Chowk	9,369
Model Town	2,490
Naseerabad	1,732
Ittefaq Hospital	7,549
Qainchi	5,175
Ghazi Chowk	6,504
Chungi Amar Sidu	6,479
Kamahan	3,771
Attari Saroba	2,427
Nishter Colony	3,441
Youhanabad	2,249
Dulu Khurd	1,319
Gajju Matta	12,357
TOTAL	157,142

6.2.2. Lahore Feeder Routes

The PMA is operating mass transit line in Lahore known as Lahore Metrobus system (LMBS) since February 10, 2013. In order to increase the coverage area of LMBS the PMA has planned to operate integrated public transport routes with Metrobus line. The Integrated Public Transport Network/Route has broadly three components i.e. physical, operational and

fare integration.

The physical aspect of integration deals with convenient transfer of passengers from feeder buses to Metrobus line and within feeder buses. The convenient transfer will allow shortest walking distance from bus stop to Metrobus station and vice versa.

The operational integration aspect of planned system will ensure that headway (successive interval between buses) and operation hours matched between feeder buses and Metrobus line.

An integrated fare is the fare charge for an amount of travel between two points in a public transport system, irrespective of the number of modes/services and operators involved in making the journey. This means that a passenger travelling from point A to C via B using two different operators/routes is charged a single fare for the journey as distinct from the alternative of charging two fares A to B + B to C. Integration of fare have social and financial objective; whose design utilize Automated Fare Collection technologies for implementation of the plan.

The Lahore Feeder Routes (LFR) has 200 buses which includes 162 Standard buses (12-meter) and 38 Mini buses (8-meter).

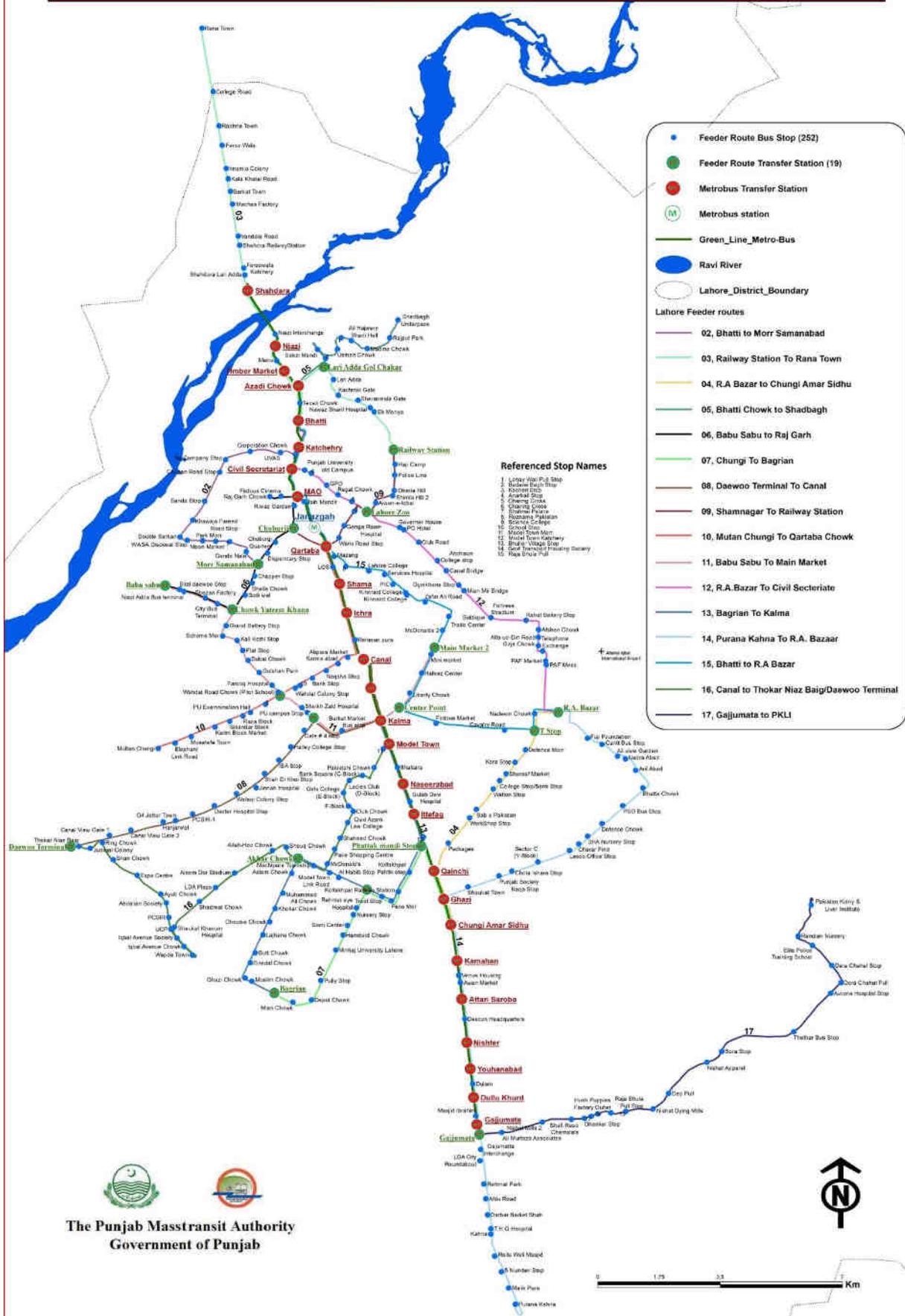
PMA has engaged an independent MSP, for provisioning of Automated Fare Collection and Bus Scheduling System (AFC-BSS) system which serve as a Management Information System (MIS). The AFC-BSS coupled with necessary hardware and software authenticate entry/exit of passengers into buses, and to monitor adherence to bus schedules. Each 12 m long feeder bus have two on-board validators for authentication of entry/exit of passengers whereas each 8 m long feeder bus is to have one on-board validator. Passengers shall use one stored value rechargeable smart cards for their journey in the Integrated Public Transport routes. These feeder buses have On-Board E-ticketing system and passenger will tap cards on Validator for fare authentication/deduction. One person is positioned in the bus to facilitate/guide the passengers.

The Driver Console/On-Board Unit installed on buses shall be used to track buses accurately and reliably. The PMA receive live passenger data, financial data, and Automatic Vehicle Location data in Control Center.

Efficient surveillance system is designed for the operation management of public transport system. PMA has installed cameras along the road at intersection, and at critical points for better operational management of buses, and bringing cost and operation efficiency. The surveillance system will also help in implementation of Service Level Agreement. The overall system is designed to be controlled and monitored from the Metrobus Command and control centers. The buses have wireless communication system to connect with Control center in case of emergency and broadcast information from control center to buses.

The LFR operations started on March 20, 2017 and has Average Daily Ridership of 105,699 passengers.

INTEGRATED PUBLIC TRANSPORT ROUTE MAP, LAHORE (PHASE-1)





The Punjab Mass Transit Authority
Government of Punjab

6.3 Objectives

The PMA intends to procure a Marketing Service Provider (MSP) for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation, who is capable of:

- 6.3.1 Advertising/ Publicity of local, national or international brands using BRT Infrastructure e.g. Terminals, Stations (Walls, Floors etc.), Pedestrian Bridges, Underpasses, Light Poles in BRT Corridor, Columns, Vehicles (Feeder & BRT) & Fare Collection Medium using various mediums like Print Advertisements, Promotions of Brands, , Flyers/ Brochures, Livery, Fact Sheets, News Letters, Seminars, Adds on Medias, LEDs, LCDs Graffiti, Paints or Art works etc.
- 6.3.2 Communicate local, provincial & federal governmental messages/ information of public interests through one cloud system.
- 6.3.3 Promote, generate & market PMA logo, slogans, colors & typography and system's information like System Maps, Trip Planners, Fares & Tolls, Schedules, Delays or Changes to regular routes or schedules, Special Schedules for holidays & events, updates on service enhancements, information to Tourists, Guide lines for People with disabilities, Old, Young & all genders etc. & Trademarks & Copyrights of the system.
- 6.3.4 Renting out areas for Tuck Shops, Street Kiosks, Stalls and Promotion of Brands etc. The users of all renting areas shall be required to wear same Uniform which promotes PMA as Brand.
- 6.3.5 Lease out spaces for installation of ATMs of different Banks in Pakistan in station areas.
- 6.3.6 Lease out space for installation of Vending Machines of different Brands in Pakistan inside the stations or PMA premises.
- 6.3.7 Produce visual design, promotional videos, advertising material, website for promotion via internet or other physical means including PMA as Brand.
- 6.3.8 Implement any other idea to earn non-fare revenue consistent with relevant laws & regulations through proposals & prior approval from the employer.
- 6.3.9 Auction of consumables such as used oil, oil filters, filters of Water Coolers, etc. and Faulty/malfunctioned Spare Parts like parts of motors, compressors, fan windings, escalator parts, elevator parts, Generator parts, PSD parts, tires, batteries and/or any other item available at PMA Stores as scrap. Also, auction of any land / parking

spaces owned by PMA (if any). For all auctions, the Marketing Firm will get prior approval from Employer for auction of any item / land of PMA. After approval the Marketing firm will give advertisement in Newspaper for the staging the auction and award of auction able item on highest price.

The prospective bidders are urged to study the scope of work provided in Section 8 of RFP and carryout site visits to actually assess resource requirements.

7. Contract Type and Duration

Contract will be titled “Procurement of Marketing Firm for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Routes in Lahore” for a period of 5 Years.

Sponsorship of Operation: Punjab Masstransit Authority– GoPb

Technical Evaluation: Punjab Masstransit Authority, GoPb.

Contract Signing: Formal Contract will be signed between technically qualified bidder with the lowest financial bid, and the Employer.

8. Services Required

Contractual obligations Roles and Responsibilities shall be as under:

8.1 EMPLOYER’S RESPONSIBILITIES

- 8.1.1 Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 8.1.2 Follow PPRA Rules 2014, as revised from time to time and to the extent applicable, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 8.1.3 Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document.
- 8.1.4 Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards MSP and Employers of MSP. The Employer shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 8.1.5 Attempt to grant timely approvals / issuance of license when required to :
 - 8.1.5.1 Lease spaces for promotion of local, national or international brands using BRT Infrastructure e.g. Terminals, Stations (Walls, Floors etc.), Pedestrian Bridges, Underpasses, Light Poles in BRT Corridor, Columns, Vehicles (Feeder & BRT) & Fare Collection Medium using various mediums like Print Advertisements, Promotions of brands, Flyers/ Broachers, Livery, Fact Sheets, News Letters,

Seminars, Adds on Medias, LEDs, LCDs Graffiti, Paints or Art works etc.

- 8.1.5.2 Communicate local, provincial & federal governmental messages/ information to MSP for dissemination to public through one cloud system.
 - 8.1.5.3 Promote, generate & market PMA logo, slogans, colors & typography and system's information like System Maps, Trip Planners, Fares & Tolls, Schedules, Delays or Changes to regular routes or schedules, Special Schedules for holidays & events, updates on service enhancements, information to Tourists, Guide lines for People with disabilities, Old, Young & all genders etc. & Trademarks & Copyrights of the system.
 - 8.1.5.4 Lease out spaces for Tuck Shops, Shops, Street Kiosks, Stalls, installation state of the art ATMs of Banks & Vending Machines of different Brands and Promotion of Brands etc. MBS Territory.
 - 8.1.5.5 Produce visual design, a promotional video, advertising copy, website for promotion via internet or other physical materials including PMA brand.
 - 8.1.5.6 Implement any other idea(s) for the sake of revenue generation consistent with relevant laws & regulations.
- 8.1.6 Have the right to make minor adjustments ($\pm 10\%$) in advertising areas.
- 8.1.7 Permit installation, removal, replacement of advertisement panels on designated advertising areas.
- 8.1.8 Have the right to instruct removal, on immediate basis, of any advertisement 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 License agreement if the MSP continues to display such advertisement.
- 8.1.9 Have the right to permanently withdraw the advertising rights for a particular advertising area/space 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 MSP to remove the advertising substance. **Accordingly, the License fee paid in advance by the MSP for the remaining period, if any, shall be adjusted in favor of the MSP, according to the 'per sq. foot fee' for the relevant area category, defined in Schedule-A and**

B, calculated as: License fee (in Rupees) for the relevant area category divided by Space available (in Sq. feet) for the area category, as quoted by the MSP in Annex C-9/C-10 of this RFP, 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 MSP. The remaining amount of advance License fee paid by the MSP, if any, shall then be adjusted in favor of the MSP after deduction of these expenses. In case the removal expenses incurred by the Employer exceed the balance adjustable in favor of MSP, then the same shall be recovered from the MSP.

- 8.1.10 Accord approval of advertising plan including details regarding structural design, type, size and material specifications of advertising substance. The materials used in advertising substance shall be rust-free, lightweight, and durable e.g. sticky paper or Aluminum.
- 8.1.11 Re-tender the Leasing Rights covered under this Tender upon conclusion of the License agreement or extend the same for a period mutually agreed by both parties.
- 8.1.12 Issue entry card/permit to the MSP for its staff or any other personnel essentially required by the MSP for fulfilling its obligations under the License agreement, within reasonable time after the initiation of such written request by the MSP. However, entry to the MBS corridor shall be restricted to non-operational hours i.e. between 11 p.m. to 5 a.m. Permission for entry of vehicles shall be granted to vans and flatbed vehicles, having a yellow rotating light affixed on their top, dedicated only for installing, replacing and maintaining the advertising substance.
- 8.1.13 Allow a 'mobilization period' of thirty (30) days to the successful bidder, free of License fee, from the date of submission of Performance Security.
- 8.1.14 Take legal action against the MSP and terminate the License agreement if it is found that the MSP has installed any advertising substance at any location other than approved place or has violated any terms of the License Agreement. The Employer may instruct remedial measures to correct the violation on immediate basis; failure to successfully remedy the violation(s) within stipulated period shall result in removal and forfeiture of the advertising substance by the Employer, at the risk and cost of the MSP, and cancellation of License. The MSP shall be declared blacklisted because of its default with the Employer.
- 8.1.15 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
- 8.1.16 Provide electricity and backup power through Generators installed at each station during the operating hours (6:00 a.m. to 11:00 p.m.) as per the terms and conditions mentioned in **Annexure-O**.

- 8.1.17 Implement the Service Level Agreement and levy penalties in case of deficiencies in performance.
- 8.1.18 Make payments as per share of earned non-fare revenue to the MSP on monthly basis subject to Clause 14 of the Contract.
- 8.1.19 Take prompt and disciplinary action against any misconduct or unreasonable offense committed by any of its employee.

8.2 SCOPE OF WORK OF MSP

The MSP shall lease corridor spaces, infrastructure and buses of Metrobus system and Feeder Routes in Lahore, details of which are provided in subsequent sections

8.2.1 GENERAL REQUIREMENTS

The MSP shall:

- 8.2.1.1 Enter into tri-partite sub-contract agreements/transactions with lessees/campaigners/ buyers to collect revenue through all permissible means stipulated in this Contract. The earned revenues which shall be paid to the Employer through bank draft from a scheduled bank of Pakistan in favor of Punjab Masstransit Authority. Each transaction shall be submitted for the approval of the Employer which would include details as under;
- a) An offer letter stipulating nature location, duration and lease charges along with time of payment to be paid by the prospective lessee/campaigner/ buyer.
 - b) A draft tripartite sub-contract agreement between the MSP, the lessee/ campaigner/ buyer and the Employer in a formatted template approved by the Employer for quick execution.
 - c) Any other document in support of the contract including sample adds, business plan of the lessee/ campaigner requirement if any from the Employer, etc.
 - d) Draft of Terms and Conditions of the contract.
- 8.2.1.2 Upon signing of the sub-contracts, the MSP shall furnish the agreed payment in the form of a Bank Draft from a scheduled Bank of Pakistan. The MAER shall be collected on basis of availability of the opportunity; however, MSP shall be accountable to meet the MAER amount on quarterly basis i.e. 25% of MAER shall be ensured, collected and accounted for in every quarter.
- Note: Net of amount of all draft shall not be less than the Total Revenue 'X' to be received by PMA in One year on all accounts.

- 8.2.1.3 Install background frames/supports that are aesthetically consistent for advertisements that are legally permissible and should carry PMA logo, slogans, colors & typography and architecture of the Metrobus stations/Pedestrian Bridges/underpasses such that they do not obstruct or hinder in the operational efficiencies.
- 8.2.1.4 Provide One-Cloud system for the control & management of all the services installed in PMA for smooth and efficient working environment.
- 8.2.1.5 Allow advertisement that are compliant in all respects to Supreme Court Order(s) **(Annexure A)**, Punjab Outdoor Advertisements & Sign Boards Policy and any other laws, rules and regulations governing the outdoor advertising business, installation of vending/ ATM machines notified/issued from time to time. Installation of billboards and hoardings shall not be allowed.
- 8.2.1.6 Create an environment that will provide social ecosystem to the city users that will promote cultural harmony
- 8.2.1.7 Promote brand of PMA positively that would help in attracting passengers to use BRT or Feeder services.
- 8.2.1.8 Be responsible to develop, operate, maintain, manage and sublet all types of above-mentioned services on MSPs own cost.
- 8.2.1.9 Utilize/sublease allocated spaces for services against non-fare revenue.
- 8.2.1.10 Install/affix and maintain means of advertisement and displays in good condition; the cost of preparation, installation and maintenance of which shall be borne solely by the MSP. The MSP may only utilize assigned space(s) and infrastructure for this purpose.
- 8.2.1.11 Submit leasing / advertising plan, within 30 working days of the receipt of Letter of Award (LOA), specifying details regarding structural design, type, material and size specifications of all background supports of advertisements.
- 8.2.1.12 Ensure that all services substance and displays are fabricated and installed in such a manner that they do not adversely affect road safety or integrity of the structure upon which they are affixed/installed. In case of any casualty due to poor installation or substandard quality of services substance or any other reason directly attributable to the services substance/displays, the MSP shall be dealt with in accordance with Laws of Pakistan.
- 8.2.1.13 Be liable to compensate PMA for any damage caused to the property of MBS, or for any damage caused to any other Service Provider that is directly attributable to the activities of the MSP, or due to substandard quality/installation of advertising substance, or for damage caused by any employee of the MSP. The compensation for

such damage shall be determined by the Employer and be payable immediately upon advice.

- 8.2.1.14 Submit structural stability certificate from a structural engineer. The submission of such a certificate does not absolve the MSP from its obligation to ensure stability of the structures/advertising substance throughout the currency of this contract.
- 8.2.1.15 Ensure no substance is affixed on traffic signal or traffic signs/boards except on poles and mast-arms.
- 8.2.1.16 Be responsible for the medical and accidental insurance of its staff, payment of all dues such as Social Security, EOBI etc. The Employer shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under the scope of this RFP. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the MSP.
- 8.2.1.17 Not hold the Employer responsible for any loss due to theft of, or damage to, the substance or displays caused by any third party or an act of God.
- 8.2.1.18 Place any substance/displays at MBS Territory/Infrastructure as approved by the Employer.
- 8.2.1.19 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 MSP to do the needful. In case of failure to resolve the issues highlighted in the notice within the stipulated period, the subject advertising substance shall be removed by the Employer at the expense of the MSP. No compensation in annual License fee shall be awarded in this case.
- 8.2.1.20 Ensure cleanliness of the MBS Stations, Corridor and Ancillary facilities during and after installation/removal of any substance etc.
- 8.2.1.21 Ensure that all sub-contractual dues owed to the Employer are paid on a timely basis as provided in Clause no. 4.6 of this RFP.
- 8.2.1.22 Ensure that the services are aesthetically pleasing and blending with the surrounding architecture, design and environment of the area.
- 8.2.1.23 Comply with all applicable laws, regulations and Court judgments regulating the advertising activities. No claim or compensation shall be given on this account by the Employer.
- 8.2.1.24 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.
- 8.2.1.25 Solicit, negotiate and deal with entities potentially interested in availing any service

- space let-out to the MSP and sublet the same.
- 8.2.1.26 Ensure its contact information is displayed on any substance vacant at any time during the contract period.
 - 8.2.1.27 Obtain all necessary permits under all applicable Laws of Pakistan required from concerned Authorities and bear the cost of such approvals.
 - 8.2.1.28 Cooperate with all other MBS MSPs and, to the extent possible, facilitate their operations.
 - 8.2.1.29 Engage and deploy suitably skilled personnel for marketing of assigned spaces, seeking clients for promotions, campaigns, sub-letting tasks, installation, maintenance and replacement of any displays in a timely manner at the cost of MSP with overall objective to maximize earned revenue for the Employer.
 - 8.2.1.30 Participate in all meetings, Committees etc., as directed by PMA/Employer from time to time.
 - 8.2.1.31 Ensure its personnel do not enter into the MBS Stations and allied facilities without valid entry cards/token or permit issued by the Employer in case of entry into the MBS corridor during non-operational hours. Permission for entry of vehicles shall be granted to vans and flatbed vehicles, having a yellow rotating light affixed on their top, dedicated only for installing, replacing and maintaining the any substances, displays etc.
 - 8.2.1.32 Ensure that placement of service inside the MBS Corridor and Stations is carried out during non-operational hours only.
 - 8.2.1.33 Be responsible for the conduct and functioning of all staff employed by the MSP.
 - 8.2.1.34 Take prompt and reasonable action for resolution of each complaint – including complaints received from the Employer related to its services.
 - 8.2.1.35 Comply, complete, and follow all reasonable commands, directions, and requirements of the Employer in respect of the any substance/displays and any other instructions/directions, including requirements that ensure public safety.
 - 8.2.1.36 Ensure that any substance and displays strictly conform to the applicable laws, rules, regulations, procedures as notified by the relevant competent authorities from time to time.
 - 8.2.1.37 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 License agreement within fifteen (15) days in good condition.

- 8.2.1.38 Ensure that any substance does not hinder the view of the bus drivers and is not a hurdle in the free flow of traffic outside the Metrobus Corridor. The MSP shall strictly follow the standards of installation of any services in system.
- 8.2.1.39 Ensure that services on the Licensed area/space do not contain:
- a) Information or graphics related to sale and consumption of alcohol and tobacco products.
 - b) Objectionable and indecent portrayal of people, products or any other items/issues that is inconsistent with the cultural and social values of Lahore.
 - c) PMA's name, logo or title without PMA's prior permission.
 - d) Political content.
 - e) Items/issues specifically prohibited under applicable law or by the Employer from time to time.
 - f) Any other contents which for the time being not covered in above-mentioned points. The MSP shall make every effort to facilitate the Employer in all respects and respond to and act upon all notices of the Employer.
- 8.2.1.40 Be responsible for the prompt removal of any substance affixed illegally on contracted advertising spaces, i.e. without the consent or authorization of the MSP.
- 8.2.1.41 Be responsible for the prompt removal of any obstruction in the MBS Corridor caused by any substance.
- 8.2.1.42 In case of any non-compliance under the contract or violation of any rule or regulation of Government whether mentioned or not mentioned in the contract; fines/penalties shall apply which are to be deducted using formula:

Fine/ Penalty amount in PKR = 10,000 x A

Where Factor A = 1 to 100 depending upon the sensitivity of the non-compliance

9. Minimum Annual Assured Earned Revenue

- 9.1. Bidders will quote in Pak Rupees (PKR) exclusive of all applicable taxes;
- 9.1.1 A MAAER for each year of the Contract.
 - 9.1.2 Percent share of earned non-fare revenue payable to MSP after deduction of the withholding tax (Y).
 - 9.1.3 The Employer shall add Sales Tax on Services over & above the amount payable to the MSP.
- 9.2. The revenue amount shall be increased by at least 10% in case a sub-contract of MSP is extended in duration by another year within the duration of this Contract.
- 9.3. The successful Bidder shall be required to pay the minimum guaranteed payments in quarterly equal installments in advance by the first date of the start of the relevant quarter, which will be valid after 1st quarter from the signing of contract/LOA whichever is earlier.

- 9.4. In case of non-payment of license fee by the stipulated date, a notice for the said violation shall be served. Failure to remedy the violation within fifteen days shall result in removal and forfeiture of the advertising substance by the Employer, at the risk and cost of the MSP and cancellation of License. Repeated defaults under the contract shall constitute breach of the contract and may lead to cancellation of the Contract, confiscation of performance security and/or blacklisting.

10. Payments

The Employer shall make payments to MSP as per Clause 14 of the Contract

11. Bidder's Eligibility

An eligible Bidder is a Bidder who:

- 11.1. Is a Local Registered Company registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan or Joint Venture (JV) complying with criteria given in Clause No. 13 of RFP.
- 11.2. Has been registered for at least 5 years (In case of JV, at least one member must meet the criteria)
- 11.3. Has been registered with PESSI or other provincial Employees Social Security Institutions, Labor Department of Pakistan, EOBI, etc.
- 11.4. Has valid Digital Signature from NIFT & a Company Seal.
- 11.5. Has proven experience of Marketing/ Publicity in Financial Sectors/ Commercial Banks/ Large Government / Private Organizations etc. at least 5 years. (In case of JV, at least one member must meet the criteria)
- 11.6. Has valid Registration Certificate for Income Tax (In case of JV, Applicable to all members)
- 11.7. Has submitted Income Tax Returns for the last three tax years (In case of JV, at least one member must meet the criteria)
- 11.8. Is in Active Taxpayers List (ATL) of FBR
- 11.9. Has experience to install ATMs/ Vending Machines and have capacity to sublet spaces for Tuck Shops, Street Kiosks etc (In case of JV, Applicable to all members)
- 11.10. Has Experience of conducting Auction of material, land etc.
- 11.11. Has well qualified personnel's well versed with standards related to a) Marketing's Standards; b) Economic Terms & Financing; c) Performance Management System; d) Succession Planning Process and

designing development plans.

11.12. Has average closing balance equal to the 1-year's installment to the employer.

11.13. Has never been blacklisted in any Government Organization.

12. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Employer shall in no case be responsible / liable for those costs / expenses.

13. Joint Venture

Joint ventures are eligible for this tender, as long as the joint venture complies with the following conditions:

- a. The Bidders may form a joint venture of maximum four Bidders. All members must be locally registered with relevant experience in providing security services. An Agreement Deed legally executed to that effect, or a Memorandum of Understanding (MOU), signed by all the partners shall be submitted with the Tender. All partners of the JV must be Local Registered Company.
- b. One partner will be designated the lead partner and would enter into legal contract with Employer and would be liable to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender.
- c. There must be at least one locally registered company (Partner) of good repute, with relevant experience and proven track record, in the joint venture that must be the lead partner.
- d. The Lead Partner in case of joint venture shall not be allowed to assign the contract or any part thereof to another party, without permission of the Employer.
- e. All the partners shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Contract Deed, to that effect, shall be signed by the lead partner.
- f. Partners other than the lead would also be bound by the terms and conditions of the contract.

14. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

15. Amendment of the Tender Document

- 15.1 The Employer may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 15.2 The Employer shall notify the amendment(s) in writing to the prospective Bidders.
- 15.3 The Employer may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Employer and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

16. Preparation / Submission of Tender

- 16.1 The Bidder is not allowed to bid for partial procurement of services or part of the services.
- 16.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Employer, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 16.3 The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Documents, required evidences etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 16.4 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 16.5 The Technical Proposal shall contain the following, **without quoting the price:**

Documents Required For Substantial Responsiveness: -

- 16.5.1 Firm establishment record in form of Company Registration with SECP/Certified Copy of Certificate of Incorporation (In case of JV Applicable to all members)
- 16.5.2 Firm Establishment record for at least 5 years (In case of JV, at least one member must meet the criteria)
- 16.5.3 Relevant experience record of 5 years (In case of JV, at least one member must meet the criteria)
- 16.5.4 Valid NTN company registration certificates (In case of JV Applicable to all members)
- 16.5.5 Income tax returns for the Fiscal Years 2015-2016, 2016-2017 and 2017-2018 (In case of JV, at least one member must meet the criteria)
- 16.5.6 Demand Draft / Pay Order/ Tender Security Form (Annexure-M): Tender Security of

PKR Five Hundred Thousand (PKR 500,000/-) vide clause 18 (Tender Security) of tender document).

16.5.7 Agreement Deed / MOU in case of JV

Documents Required for Technical Evaluation and other requirements

16.5.8 Covering letter duly signed and stamped by authorized representative. (Annexure-E)

16.5.9 Technical Proposal Submission Form (Annexure-F)

16.5.10 Technical Evaluation Form(Annexure-C)

16.5.10.1 Registration Certificate from Labor Department, and Valid Digital Signature from NIFT

16.5.10.2 Enlistment Letter from Government Organization (if any),

16.5.10.3 Number of MBAs (Marketing) - Filled Performa provided as Table B2-Annex B

16.5.10.4 Income Tax Returns for quoted number of years since tax payer in Technical Evaluation Form Annex-C (In case of JV, applicable to member with maximum number of years),

16.5.10.5 Financial Statements for the Fiscal years 2015-2016, 2016-2017, 2017-2018

16.5.10.6 Financial Details (Annex D)

16.5.10.7 Experience Certificates against number of year of experience in Punjab quoted in Technical Evaluation Form Annex C (In case of JV, applicable to member with maximum number of years)

16.5.10.8 Documentary Evidence / Registration Certificate against number of years since registered with SECP quoted in Technical Evaluation Form Annex C (In case of JV, applicable to member with maximum number of years)

16.5.10.9 Number of Employers in Punjab - Filled Performa provided as Table B3-Annex B, - Contract Document Pages OR Documentary Evidences showing name of parties and contract value of all Bank Employer provided in Table B3

16.5.10.10 Company Registration Certificate indicating head office location (In case of JV, applicable to member with maximum score)

16.5.11 Financial Capacity of the Bidder (Annexure-D)

16.5.12 Power of Attorney (Annexure-J)

16.5.13 Undertaking (Annexure-K)

16.5.14 Affidavit (Annexure-L)

16.6 The Financial Proposal shall comprise the following:

16.6.1 Financial Proposal Submission Form (Annexure-G)

16.6.2 Price Table (Annexure-H)

16.7 The Bidder shall follow the instructions laid down as under:

16.7.1 The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for
Tender Name. [Name of Tender]

[Name of the
Employer] [Address of
the Employer]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

16.7.2 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Envelope No. – 1B: Duplicate Technical Proposal for
Tender Name. [Name of Tender]

[Name of the
Employer] [Address of
the Employer]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

16.7.3 The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for
Tender Name. [Name of Tender]

[Name of the
Employer] [Address of
the Employer]

[Name of the Bidder]
[Address of the Bidder]

[Phone No. of the Bidder]

- 16.7.4 The Bidder shall seal the Duplicate Financial Tender in an envelope duly marked as under:

Envelope No. – 2B: Duplicate Financial Proposal for
Tender Name. [Name of Tender]

[Name of the
Employer] [Address of
the Employer]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 16.7.5 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelope No. (1+2) A: Original Tender
for Tender Name. [Name of Tender]

Strictly Confidential
Open on [Last Date of submission of the Tender]

[Name of the
Employer] [Address of
the Employer]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

- 16.7.6 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Envelope (1+2) B Duplicate Tender
for Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the

Employer] [Address of

the Employer]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 16.7.7 As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B in a single envelope titled PROCUREMENT OF MARKETING FIRM FOR LEASING OF CORRIDOR SPACES, INFRASTRUCTURE AND BUSES FOR NON-FARE REVENUE GENERATION FOR METROBUS SYSTEM AND FEEDER ROUTES IN LAHORE.
- 16.7.8 The Bidder shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Documents, Literature, etc., in the form of MS Word Documents/ MS Excel Worksheets/ PDF/ Scanned images, with the hard copies.
- 16.7.9 The Tender shall be hand-delivered to reach at the Employer's office before the closing date and time (last day of application). Any Bid received by the Employer after the deadline prescribed in Clause 2 shall be returned unopened to such Bidder.
- 16.7.10 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same may cause the rejection of bid at the time of opening.**

17. Tender Price

- 17.1 The quoted price payable to Employer shall be:
- 17.1.1 Minimum best / final and valid price until completion of all obligations under the Contract
- 17.1.2 in Pak Rupees (PKR);
- 17.1.3 adjusted / increased by 10% on annual basis to the extent of rentals,.
- 17.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 17.3 The quoted share of earned revenue that is payable to MSP shall constitute a net price

quoted by the Bidders that is deemed to cover the whole scope of services for the contract period.

18. Tender Security

18.1 The Bidder shall furnish the tender Security as part of the technical bid envelope, failing which will cause rejection of bid; as under:

18.1.1 Demand Draft / Pay Order / Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Employer, as per the format provided in the Tender Document or in form of Demand Draft;

18.1.2 A sum of PKR **Five Hundred Thousand (PKR 500,000/-)**;

18.1.3 Have a minimum validity period of **180 days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

18.2 The proceeds of the Tender Security shall be payable to the Employer, on the occurrence of any / all of the following conditions:

18.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

18.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or

18.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Employer during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

18.2.4 If the Bidder fails to provide the performance security in stipulated timeframe or format.

18.3 The Tender security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid, as well as to the unsuccessful bidders following the financial bid opening procedure. The Tender Security shall also be returned to the successful Bidder on furnishing the Performance Security.

19. Tender Validity

The Tender shall have a minimum validity period of **One Hundred and Eighty days (180) days** from the last date for submission of the Tender. The Employer may solicit the Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

20. Modification / Withdrawal of the Tender

- 20.1 The Bidder may, by written notice served on the Employer, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 20.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

21. Opening of the Tender

- 21.1 Tenders shall be opened, at the given place, time and date, in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.
- 21.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Employer may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 21.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

22. Clarification of the Tender by the Employer

The Employer shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of ambiguities / conflicting statements / arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the Employer.

23. Determination of Responsiveness of the Bid (Tender)

- 23.1 The Employer shall determine the substantial responsiveness of the Bidder to the Tender Document, prior to the Technical Evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 23.1.1 meets the eligibility criteria for the Bidder for the Services;
 - 23.1.2 is accompanied by the required Tender Security as part of Technical Bid;
 - 23.1.3 is otherwise complete and generally in order;
 - 23.1.4 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

- 23.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Employer's rights or the Bidder's obligations under the Contract.
- 23.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Employer may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to recommendations of the Tender Evaluation Committee.

24. Correction of errors / Amendment of Tender

- 24.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 24.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 24.2 The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

25. Rejection / Acceptance of the Tender

- 25.1 The Employer shall have the right, at his exclusive discretion, to accept a Tender (highest evaluated bid) , reject all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, and without thereby incurring any liability to the Bidder and the decision of the Employer shall be final.
- 25.2 The Tender shall be rejected if:
- 25.2.1 it is substantially non-responsive; or
- 25.2.2 it is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 25.2.3 it is incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late (by more than 59 seconds subject to Pakistan Standard Time); or
- 25.2.4 it is subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 25.2.5 the Bidder submits more than one Tenders; or
- 25.2.6 the Bidder fails to meet the minimum passing score of 70 in the Technical Evaluation Criteria (Annexure-B); or
- 25.2.7 the Bidder refuses to accept the corrected Total Tender Price; or
- 25.2.8 the Bidder has conflict of interest with the Employer; or
- 25.2.9 the Bidder tries to influence the Tender evaluation / Contract award; or
- 25.2.10 the Bidder engages in corrupt or fraudulent practices in competing for the Contract

award.

- 25.2.11 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 25.2.12 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

26. Acceptance Letter (Letter of Intent)

The Employer shall, send the Acceptance Letter (Letter of Intent) to the successful Bidder, prior to the expiry of the validity period of the Tender, which shall be made part of the formal contract.

27. Performance Security

27.1 The successful Bidder shall furnish Performance Security as under:

- 27.1.1 within ten (10) working days of the receipt of the Acceptance Letter from the Employer;
- 27.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Employer;
- 27.1.3 denominated in Pak Rupees;
- 27.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
- 27.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the Minimum Assured Annual Earned Revenue (MAAER) for a period of **five (5) years**, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, five (5) days before the expiry period of the submitted bank guarantee.
- 27.1.6 The proceeds of the Performance Security shall be payable to the Employer, on occurrence of any / all of the following conditions:
 - 27.1.6.1 If the MSP commits a default under the Contract;
 - 27.1.6.2 If the MSP fails to submit the bank guarantee for the next year five (5) days before the expiry of already submitted bank guarantee in stipulated timeframe.
 - 27.1.6.3 If the MSP fails to fulfill any of the obligations under the Contract
 - 27.1.6.4 If the MSP violates any of the terms and conditions of the Contract.
 - 27.1.6.5 If the MSP fails to achieve the MAAER, provided that in this case only the portion of the performance guarantee amount deemed as shortfall will be

deductible.

27.2 The MSP shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the MSP.

28. Redressing of Grievances by the Employer

28.1 The Employer shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

28.2 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 fifteen days after the announcement of the bid evaluation report.

28.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

28.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

28.5 Any bidder not satisfied with the decision of the committee of the Employer may follow the process mentioned vide Statutes and Regulations.

Contract for

PROCUREMENT OF MARKETING FIRM FOR LEASING OF CORRIDOR SPACES, INFRASTRUCTURE AND BUSES FOR NON-FARE REVENUE GENERATION FOR METROBUS SYSTEM AND FEEDER ROUTES IN LAHORE

between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

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1. AGREEMENT

PROCUREMENT OF MARKETING FIRM FOR LEASING OF CORRIDOR SPACES, INFRASTRUCTURE AND BUSES FOR NON-FARE REVENUE GENERATION FOR METROBUS SYSTEM AND FEEDER ROUTES IN LAHORE

This CONTRACT/ AGREEMENT is made on this _____ day of _____, 2019 (hereafter referred to as “Agreement”)

BY AND BETWEEN

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

AND

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

The Employer and the MSP are hereinafter collectively referred to as the "Parties" and individually as the "Party".

2. RECITALS

WHEREAS,

- (a) The GoPb through the Employer intends to generate non-fare revenue to minimize the subsidy. Revenue generated ~~Payments made~~ under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of services as described in the contract;
- (b) The Employer has requested the MSP to provide certain services as described in Tender Document; and
- (c) The MSP, having represented to the Employer that it has the required professional skills, personnel technical and financial resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

3. COVENANT:

- 3.1 The MSP hereby covenants with the Employer to supply services, in conformity in all respects with the provisions of the Contract and earn non-fare revenue for the Employer, in consideration of the payments as Y% of the Total Earned Revenue to be made by the Employer to the MSP.
- 3.2 The Employer hereby covenants with the MSP to pay the MSP, ~~the Contract Price~~ or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

4. ANNEXES TO THE AGREEMENT:

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

4.1.11 Performance Security

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

5. SERVICES REQUIRED:

The scope of services is explained in section 8 of RFP

6. SIGNING OF THE AGREEMENT

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

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

For: **Legal Name of the
MSP/Successful Bidder**

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

7. CONTRACT

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

8. CONTRACT DOCUMENTS AND INFORMATION

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

9. CONTRACT LANGUAGE

The Contract and all documents relating to the Contract, exchanged between the MSP and the Employer, shall be in English. The MSP shall bear all costs of translation to English and all risks of the accuracy of such translation.

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

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

11. INSURANCE

The MSP shall provide such insurance as is sufficient to protect against their theft, damage or deterioration during course of the service, storage/transit to their final destination as indicated in this Contract. The MSP shall arrange and pay for the insurance of the vehicle, equipment or

any such item to the place of destination and time, as required by the Employer.

12. EXECUTION SCHEDULE

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

13. PAYMENT

14.1. The procedure for payments to MSP shall be as under:

The MSP shall submit monthly Application for Payment (Invoice) to the Employer; within first five (05) working days of the following month, in the prescribed form and in line with the quoted share rates (Y%) in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Employer may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

The Employer shall issue a Certificate of Payment, in the prescribed form, with a copy to the MSP, verifying the amount due, within seven (07) working days of receipt of an Application for Payment. The Employer may withhold a Certificate of Payment on account of defects/shortcomings in the services provided. The Employer may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate; after giving an opportunity of clarification to the MSP

The Employer shall pay the amount verified in the Certificate of Payment within twenty-one (21) days inclusive of seven days of issuance of Certificate of Payment. Payment shall not be made in advance. The Employer shall make payment for the Services provided, to the MSP, as per Terms of the Contract, in Pak Rupees, through crossed cheque.

14. CONTRACT PRICE

15.1 The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be

added by the Employer over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable. Furthermore, in future, if the total incidence of taxes imposed on the Contractor increases above 10% of the rate that prevailed at the time of the signing of contract, the MSP and the Employer shall settle the issue through mutual consultations/agreement. Same dispensation will apply if the incidence of tax reduces over the contract period.

- 15.2** The MSP shall not change the quoted price(s) in bid for the equipment and services provided and for other obligations discharged, under the Contract.

15. CONTRACT AMENDMENT

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

16. ASSIGNMENT / SUBCONTRACT

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

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

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

18. LIQUIDATED DAMAGES (LD)

Liquidated Damages shall not be applicable under this Contract. The Employer shall be paid the amount of MAAER regardless of delay in MSP's activities or lack thereof.

19. FORFEITURE OF PERFORMANCE SECURITY

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

20. TERMINATION FOR DEFAULT

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

If the Employer terminates the Contract for default, in whole or in part, the Employer may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the MSP shall be liable to the Employer for any excess costs for such similar Services / Works. However, the MSP shall continue performance of the Contract to the extent not terminated.

21. TERMINATION FOR INSOLVENCY

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

22. TERMINATION FOR CONVENIENCE

- 23.1. The Employer may, at any time, by written notice of 30 days served on the MSP, terminate the Contract, in whole or in part.
- 23.2. The Services which are complete, or are scheduled to be completed by the MSP, within thirty working days after the receipt of such notice, shall be accepted by the Employer. For the remaining services, the Employer may elect:
- a) To have any portion thereof completed and delivered; and
 - b) To cancel the remainder services.

23. FORCE MAJEURE

- 24.1. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Employer or of the MSP. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies or services cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the Employer keeping in view all the circumstances and requirements of the Employer.
- 24.2. The MSP shall not be liable forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.
- 24.3. If a Force Majeure situation arises, the MSP shall, by written notice served on the Employer, indicate such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the MSP shall continue to perform 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.

24. DISPUTE RESOLUTION

- 25.1. The Employer and the MSP shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with

the Contract.

- 25.2. If, after thirty working days, from the commencement of such informal negotiations, the Employer and the MSP have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

25. STATUTES AND REGULATIONS

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

26. TAXES AND DUTIES

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Income Tax, Duties any other taxes on income arising out of the Contract, and the financial bid mentioned in "Financial Proposal Submission Form"/"Price Table" shall be deemed to cover all such taxes except sales tax on services.

27. CONTRACT COST

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

28. AUTHORIZED REPRESENTATIVE

- 29.1. The Employer, or the MSP may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 29.2. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Employer, or the MSP
- 29.3. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 29.4. Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 29.5. Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Employer to disapprove such Services or Works and to give instructions for the rectification thereof.
- 29.6. If the MSP questions any decision or instruction of the Authorized Representative of the Employer, the MSP may refer the matter to the Employer who shall confirm, reverse or vary such decision or instruction

29. WAIVER

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

30. SPECIAL STIPULATIONS

SCHEDULE-A, SPECIAL STIPULATIONS		
For ease of Reference, certain special stipulations are as under:		
1	Tender Security	<p>The MSP shall furnish the Tender Security as under:</p> <p>for the whole Tender;</p> <p>In the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Employer, as per the format provided in the Tender Document or in form of Demand Draft / Pay-order drawn on a Scheduled Bank operating in Pakistan; for a sum of PKR Five Hundred Thousand (PKR 500,000/-); denominated in Pak Rupees;</p> <p>Have a minimum validity period of one hundred and eighty (180) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.</p>
2	Performance Security	<p>The successful MSP shall furnish Performance Security as under:</p> <p>within ten (10) working days of the receipt of the Acceptance Letter from the Employer;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Employer;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.</p> <p>The MSP shall submit a Bank Guarantee for 10% of the annual contract value, for a period of five (5) years, on a yearly basis, with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, Five (5) days before the expiry period of the submitted bank guarantee. Subject to clause 27 of the RFP, the Employer, after receiving new bank guarantee shall return the previous bank guarantee in lieu of Performance Security to the MSP.</p>
3	Signing of Contract	<p>The Employer shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Employer.</p>
4	Start Security Services	<p>Subject to handing-over of the stations on as and when basis</p>
5	Liquidated damages for	<p>If and when applicable, liquidated damages (LD) shall be</p>

	failure / configuration of Services by the MSP	<p>levied for delay start date of services @ 0.25 % of the annual contract value per day per station (Monthly quoted price x 12)</p> <p>However, the amount so deducted shall not exceed, in the aggregate, the value of the performance security. The Liquidated Damages are attributable to such part of the Services as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s)</p>
6	Legal Status to Work in Pakistan	The Bidder must carry/possess relevant permissions and meet all conditions set forth by the GoPb to work with all concerned parties of the private, public, and not for profit sectors.
7	Contract Life	Five (5) Years

ANNEXURES

Annexure-A: Supreme Court Order

Annexure-B: Technical Evaluation Criteria

1. The bidders in order to qualify the Technical Evaluation Criteria must score at least 15 points in category A, 12 points in category B & 14 points in category C and at least total of 70 points.
2. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise.
3. The requirement of documents for evidence as indicated in the table below, is applicable to all members of JV unless specified otherwise.
4. Evaluation parameters including percentages shall be rounded to the nearest one decimal place for the purpose of scoring.

TABLE B1

	Evaluation Parameter	Total Points	Points Criteria	Evidence Required
A. Quality	Registration with : a) Parks and Horticulture Authority (PHA) b) EOBI and/or PESSI c) Pakistan Advertising Association d) Valid Digital Signature & Company Seal from NIFT	6	Two Points for each Registration subject to the maximum of 6.	Registration Certificate(s)
	Number of listed clients, local or foreign OR clients with revenue for at least PKR 1 billion per annum OR clients which are members of Pakistan Advertising Society (PAS)	15	One (1) point for each client which satisfies any of the criteria: i.e, it is: • Listed OR • Member of PAS OR Has Revenue of PKR 1B	Documentary Evidence / Enlistment Letter
	International affiliation	4	Yes = 4 No = 0	Affiliation/MoU CVs of Key Staff and other Marketing Staff and also filled perform in Table B2
	Number of MBAs (Marketing) or any equivalent degree with more than 5 years of Leasing Experience	10	Less than 3 0 Points 3 to 5 6 Points More than 5 to 6 8 Points More than 6 10 Points	
	Subtotal A	35		

B. Financial Capability	Income Tax Payer since (Years)	6	Less than 3Years Ineligible 3 to 5 Years 2 Points More than 5 to 7 Years 3 Points More than 7 to 10 Years 6 Points	Income Tax Returns for quoted number of years (In case of JV, applicable to member with maximum number of years) 1. Financial Statements for the Fiscal years 2015-2016, 2016-2017, 2017-2018 Annex D
	Net Worth of Marketing Business in Last year in Millions (Total Assets - Total Liabilities)	12	Less than 5 0 Points More than 5 to 10 3 Points More than 10 to 20 6 Points More than 20 to 30 9 Points More than 30 12 Points	
	Average Annual Turnover of Marketing / Leasing business in last three years in Millions	12	Less than 50 0 Points More than 50 to 70 3 Points More than 70 to 90 6 Points More than 90 to 110 9 Points More than 110 12 Points	
C. Reputation	Subtotal B	30		
	No. of Years of experience as Marketing Firm including Leasing spaces for advertisement, shops, Kiosk, etc.	10	Two points will be awarded for each year of experience.	Documentary Evidence showing experience / work certificates / Contract Documents
	Years since registered with SECP	5	Not Registered ineligible less than 5 yrs 2 Points >5- 8 yrs 3 Points >8- 10 yrs 4 Points More than 10 yrs 5 Points	Documentary Evidence / Registration Certificate (In case of JV, at least one member must meet the requirement and points earned by member with maximum number of years)
	Number of advertising campaigns handled in a month	12	Less than 12 3 Points 13 to 20 5 Points 21 to 40 7 points More than 40 8 Points	Filled Performa provided as Table B3 Contract Document Pages OR Documentary Evidences showing name of parties and contract value of all Employer names provided in Table B3

	Percentage of Government Organizations as Employer	4	(No. of Govt. Employers / No. of Total Employers) x 4	
	Subtotal C	35		
	TOTAL	100		

TABLE B2

This table in the provided format shall be filled and submitted in hard and soft form as an evidence for Evaluation of Quality along with Annex-C. In case of JV, all members shall provide separate table. The information provided must be correct and verifiable. The required evidences attached must be tagged according to the particular serial no.

Sr. No	Name	CNIC No.	Experience	Qualification	Designation	Contact No.

TABLE B3

This table in the provided format shall be filled and submitted in hard and soft form as an evidence for Evaluation of Reputation. along with Annex-C. In case of JV, all members shall provide separate table. The information provided must be correct and verifiable. The required evidences attached must be tagged according to the serial no.

Sr. No	Employer Name	Contract Start Date	Contract End Date	Contract Value	Contact Person Details			Province
					Name	Designation	Contact No	

Annexure-C: Technical Evaluation

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

1	Registered with Labor Department, PESSI and have Valid Digital signature	
2	Enlistment with Government	
3	No. of MBAs (Marketing)	
4	Income Tax Payer since (Years)	
5	Net Worth of Marketing Business in Last Year in Millions (Total Assets - Total Liabilities)	
6	Average Annual Turnover of Marketing business in last three years in Millions	
7	Total Number of Employers	
8	No of Government Employers	
9	No. of Employers in Punjab	
10	No. of Years of Service in Punjab	
11	No of years of Registration with SECP	
12	Province in which head office is located	

Annexure-D: Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Employer reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach balance sheets for the relevant years		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against MSP in PAK Rupees
------	-------------------	--

Authorized Signatures with Official Seal

Annexure-E: Format for Covering Letter

To

(Name and address of Employer)

Sub:

-

Dear Sir,

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

Authorized Signatures with Official Seal

Annexure-F: Technical Proposal Submission Form

Technical Proposal Submission Form

[Location, Date]

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

Dear Sir,

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

We undertake, if our Proposal is accepted, for Leasing of Corridor Spaces, Infrastructure and Buses for Non-Fare Revenue Generation for Metrobus System and Feeder Buses in Lahore.

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-G: Financial Proposal Submission Form (Part of Financial Bid Envelope)

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Employer /

Employer)_ Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures) as MAER.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the clauses 19 and 20 of RFP.

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

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Annexure-H: Price Table

Technically qualified bidders with Maximum MAER will be considered successful.

Sr. No.	ITEM	QUOTED VALUE				
		Year 1	Year 2	Year 3	Year 4	Year 5
1	Total Revenue (TR)-PKR					
2	Percent Revenue Share of PMA (X%)					
3	Percent Revenue Share of Marketing Firm (Y%)= 1 -X%					
4	Minimum Assured Annual Earned Revenue (MAAER) to PMA (MGP)= TR x (1-Y%/100) in PKR	A=	B=	C=	D=	E=
5	Percent Share of Marketing Firm in revenue in excess of TR (YExcess) = Actual Revenue – Target Revenue	Y%				

Notes to the Price Table:

1) Minimum Assured Earned Revenue will be calculated as

$$MAER = \sum TR (1 - Y\%/100) \text{ where } = A+B+C+D+E$$

2) Highest value of “MAER” will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully. **The bidder must meet the Target Revenue in each period.**

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of
Duly authorized by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Annexure-I: Instructions for preparation of power of attorney

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

Annexure-J: Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN / of the bidder's country in the relevant value OR on the bidder's letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the Operation) in response to the tenders invited by the (name of the Employer) including signing and submission of all documents and providing information/responses to (name of the Employer) in all matters in connection with our Bid.

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

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-K : Undertaking

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-L: Affidavit

AFFIDAVIT

Integrity Pact

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the MSP to submit the attached bid to the _(Name of the Employer)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Employer)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining Operations implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

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

Notary Public

Annexure-M: Tender Security Form

TENDER SECURITY FORM

WHEREAS [Name and Address of the MSP] (hereinafter called "the MSP") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Employer] (hereinafter called "the Employer") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the MSP a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Employer, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Employer, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Employer having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the MSP withdraws the Tender during the period of the Tender validity specified by the MSP on the Tender Form; or
2. If the MSP does not accept the corrections of his Total Tender Price; or
3. If the MSP, having been notified of the acceptance of the Tender by the Employer during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Employer shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Employer shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until furnishing of the Performance Security, whichever is later.

Date this _____ day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation____ Address _____

Annexure-N: Performance Security

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

WHEREAS [Name and Address of the MSP] (hereinafter called "the MSP") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful MSP shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Employer, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Employer, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the MSP a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Employer, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Employer, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Employer having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the MSP commits a default under the Contract;
2. If the MSP fails to fulfill any of the obligations under the Contract;
3. If the MSP violates any of the provisions of the Contract.

Provided that the Employer shall specify the occurred condition(s) owing to which the said sum is due to him.

And further provided that any demand(s) / claim(s) from the Employer shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this _____ day of 2012.

1.1.1.1.1.1.1.1 GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation____ Address _____

Annexure - O: Terms and Conditions for Provision of Electricity

1. General Conditions

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

2. Electricity Connection

There are two options for the provision of Electricity for the Tuck Shops:

Option - A

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

Option - B

The MSP shall apply in writing to obtain Electricity supply connection from the Owner by accepting and fulfilling the following conditions:

1. The MSP shall arrange Electricity/sub-energy meter apparatus from LESCO for the Metrobus shops.
2. The Owner shall provide standby power supply from station as well as backup power through Generators installed in the MBS. The MSP shall not be permitted to use any standby Diesel Generator of its own.
3. A Single Phase (50Hz) Electric Power Supply shall be provided by the Owner .
4. In case the MSP desires to install Air-Conditioning, the MSP shall obtain permission in writing from the owner and the Tariff and other arrangements for the same shall be decided at that stage.
5. The power supply will be extended by MSP from meter to the rented premises. The G.I. conduit wiring /copper cables., shall be furnished by the MSP at his/her own cost.via .

6. The MSP shall engage the existing Electric company responsible for supply of Electricity to the station, to install sub-meter connection and for the Electric work outside the rented premises.
7. The Electricity Sub-meter shall be sealed the Owner and is not to be tampered by MSP in any circumstances.
8. Load bearing appliances such as Refrigerator, Freezer, Electrical Heater, Electrical Kettle and Microwave oven may be allowed subject to the prior written approval of the Owner.
9. The MSP shall use suitable voltage stabilizers and power factor correction equipment as per his/her requirement.
10. The Energy consumed shall be charged based on Energy Meter Reading (KWH) which shall be taken once in a month on a nominated day by the Owner's representative.
11. The Tariff for Electricity (including the backup Electricity supply) to be charged from the MSP shall be as per unit rate decided by the Owner, which at present is Rs. 25 per Unit (KWH) and is subject to change from time to time depending on the changes in LESCO Tariff and Diesel Prices.
12. The charges/deposits (such as advance energy charges, refundable consumption deposit etc.) will be decided by the Employer as the case may be.
13. The MSP shall not draw power more than the 8,000 Watts per Tuck Shop.
14. Only a single point Electricity supply has been provided to each level of the Stations i.e. at the platform levels. The MSP is required to arrange all wiring by laying the cables as required from this designated point of connection, at his/her own cost
15. The Owner shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the MSP, if the MSP is in default of payment of the due charges.
16. The MSP shall pay the full amount mentioned in the Monthly Bill as raised by the Owner before the last date mentioned in such Monthly Bill.
17. The Owner shall not be responsible for any interruption/diminution of supply.
18. The Electric supply shall be used only for the purpose for which it has been sanctioned and shall not be misused in any way to serve any other purpose.
19. The Electric supply shall not be extended/sublet to any other premises/party.
20. The MSP shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. The Owner shall be entitled to disconnect the service connection in the event of any default and/or non-compliance of statutory requirements
22. The applicant acknowledges and accepts that its relationship with the Owner is not that of an Electricity consumer rather provision of electricity is a commercial arrangement incidental to the applicant's renting out of Tuck Shops at 27 Metrobus Stations in Lahore and the Electricity connection is merely being provided as a part of the above arrangement.

IN THE SUPREME COURT OF PAKISTAN
(ORIGINAL JURISDICTION)

PRESENT: MR. JUSTICE MIAN SAQIB NISAR, HCJ
MR. JUSTICE FAISAL ARAB
MR. JUSTICE IJAZ UL AHSAN

SUO MOTU CASE NO.27 OF 2018 AND CIVIL MISC. APPLICATION
NO.9577, 9606, 9457, 10063 AND 10036 OF 2018 AND CIVIL
REVIEW PETITIONS NO.711, 712 AND 723 OF 2018 AND CIVIL
MISC. APPLICATION NO.10291 OF 2018 IN C.R.P.NO.NIL OF 2018

- S.M.C.27/2018: Suo motu action regarding removal of billboards in Lahore
- C.M.A.9577/2018: Topaz Outdoor etc. Vs. Government of Pakistan through Ministry of Law and Justice etc.
- C.M.A.9606/2018: M/s Top Sign Services etc. Vs. Government of Pakistan through Ministry of Law and Justice etc.
- C.M.A.9457/2018: Impleadment application
- C.M.A.10063/2018: Application by Amin Afzal Malik etc.
- C.M.A.10036/2018: Muhammad Rehman etc.
- C.R.P.711/2018: DHA Lahore through its Secretary Vs. Government of Pakistan through Ministry of Law & Justice etc.
- C.R.P.712/2018: Imran Gulzar and another
- C.R.P.723/2018: National High Authority though its Chairman
- C.M.A.10291/2018: Muhammad Iqbal Butt etc. Vs. The Government of Pakistan and another

In attendance: Syed Nayab Hassan Gardezi, DAG
Mr. Qasim Ali Chohan, Addl. A.G. Punjab
Mr. Zahid Yousaf Qureshi, Addl.A.G. KPK
Mr. Sibtain Mahmood, A.A.G. Sindh
Mr. Ayaz Swati, Addl.A.G. Balochistan

Mr. Umar Riaz, ASC
(In C.M.As.10306 & 10283/2018)

Mr. Amanullah Kanrani, ASC
Mr. Mehr Khan Malik, AOR
(In C.M.As.10063, 9470 & 9457/2018)

Mr. Azeem-ul-Haq Pirzada, ASC
Syed Rifaqat Hussain Shah, AOR
(In C.M.A.9606 in C.R.P.Nil/2018)

Barrister Haris Azmat, ASC
(In C.M.As.9577 & 10695/2018)

Nemo
(In C.M.A.10036/2018 in C.R.P.Nil/2018)

*Keep a copy in record
Please include in
the advertisement /
rent for RFP for
non-fare revenue
with a clause to
not violate the
contents of the
order.*

FS
7/5/19

Mr. Shazib Masood, ASC
(In C.R.P.711/2018)

Mr. Zaheer Ahmed Qadri, ASC
(In C.R.P.723/2018)

Mr. Agha Muhammad Ali, ASC
(In C.M.A.10291/2018 in C.R.P.Nil/2018)

Mr. Muhammad Waqar Rana, ASC
(In C.M.A.10300/2018)

Sardar M. Latif Khan Khosa, Sr. ASC
Sardar Balakh Sher Khan Khosa, ASC/Legal
Advisor Cantonment Board, Lahore & Walton
Rana Khalid Ahmed, Director Military Lands,
Lahore Region

Mr. Omer Farooq Ali, CEO, Lahore Walton Cantt.
(In C.R.P.712/2018)

Syed Ali Zafar, ASC
(In C.M.A.8857/2018)

Mr. Waqar A. Sheikh, ASC
(For PHA)

Sardar M. Aslam, ASC
(For Railways)

Date of hearing: 14.12.2018

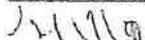
ORDER

MIAN SAQIB NISAR, CJ.- After hearing the learned counsel for the petitioners, we are of the view that no case for review has been made out. All the review petitions as also the connected applications are dismissed accordingly.

2. With regard to the request made by the learned counsel that some reasonable time be granted to the concerned authorities to remove the billboards, we are inclined to grant further three months' time from today. All the concerned authorities are directed to submit compliance report after expiry of the stipulated period without fail. It is made clear that no further extension of time shall be granted under any circumstances or for any reason whatsoever. S.M.C.No.27/2018 stands disposed of.

Islamabad, the
14th of December, 2018

Waqas Naseer/*



IN THE SUPREME COURT OF PAKISTAN
(ORIGINAL JURISDICTION)

PRESENT:

MR. JUSTICE MIAN SAQIB NISAR, HCJ
MR. JUSTICE FAISAL ARAB
MR. JUSTICE IJAZ UL AHSAN

SUO MOTO CASE NO. 27 OF 2018

(Action regarding removal of billboards in Lahore)

In Attendance: Syed Nayyar Abbas Rizvi, Addl. AGP
Mr. Qasim Ali Chohan, Addl. A.G. Punjab
Mian Zafar Iqbal Kalanauri, ASC
Mr. Waqas A. Sheikh, ASC
Sardar Muhammad Latif Khan Khosa, Sr. ASC
Sardar Balakh Sher Khan Khosa, Legal Advisor
Rana Khalil Ahmed, Director Cantonment Board
Sardar Muhammad Aslam, ASC (For Railways)

Mr. Zaheer Ahmed Qadri, ASC
Syed Rifaqat Hussain Shah, AOR
(For NHA)

Mr. Shazib Masood, ASC
(For DHA)

Syed Ali Zafar, ASC
Mr. Tariq Aziz, AOR
(In CMA 8851/2018)

Date of Hearing: 17.10.2018

JUDGMENT

FAISAL ARAB, J.- In view of the suo moto action taken in the city of Lahore with the object of removing unwanted billboards and hoardings, we through this order hold that a similar action taken for the city of Karachi should be replicated throughout Pakistan so that uniformity is achieved. The proposed action on the subject, has been set out in the judgment dated 05.5.2016 in CMA No.209-K of 2014 in C.P. No.152-K of 2011 and CMAs No.657 to 660-K of 2015 and CMA No.869-K of 2015 in CMA No.209-K of 2014 which requires that billboards or hoardings of any nature (including all electronic billboards/hoardings) cannot be allowed to be installed on any public property. The term 'public property' has been clarified

in our judgment dated 05.05.2016 passed in the Karachi case which states:

"The term 'public property' has wide meaning and, therefore, we would like to clarify it in the order to avoid any ambiguity. The term 'public property' shall include the following places:

(i) Roads.

(ii) Sidewalks.

(iii) Islands in the centre of a road/service lane – including but not limited to 'Sponsored Islands' whereby the entire Island is maintained by a private person who displays his name and products on the traffic signs.

(iv) Over-head Bridges and Under-passes.

(v) Overhead pedestrian walkways/bridges.

(vi) Round-abouts – including but not limited to "Sponsored Roundabouts" whereby the entire Roundabout is maintained by a private person/or any organization who displays his or their name and products on the traffic signs.

(vii) Green Belts/Dividers between a road.

(viii) Pedestrian lanes.

(ix) Nullahs (Storm Water Drains) and the banks of Nullahs (Storm Water Drains) which abut roads.

Notes:

(i) Traffic signs i.e. signs set up by the Traffic Department providing directions are permissible on these locations but should not be 'Sponsored Traffic Signs' i.e. Traffic Signs that

are sponsored by private persons and display their name and products on the traffic signs.

(ii) Signboards located within a plot not listed above but which in any manner 'overhand' any of the areas listed above."

4. The main object of institutions that perform municipal functions is for the benefit of the public at large. Allowing erections of hoardings/billboards would endanger the life and property of the public, therefore installation of any billboard or hoardings by Cantonment Boards or any other agency on a public property as defined above shall be deemed to be illegal. The learned Counsel for Lahore Cantonment Board argued that income generated from these billboards have contributed towards other welfare projects in the area hence if the said demolition takes place it would deprive the Board from carrying out their welfare projects. It may well be the case; however the Boards should not be utterly dependent on revenue generated from these advertisements as they can surely fund their welfare activities through other means. Insofar as advertisers are concerned, there are many other ways by which businesses can market themselves i.e. through print and electronic media which is one of the most popular means to advertise in today's day and age however if billboards/hoardings are to be used for the purpose of advertisement then the businesses should advertise on private buildings.

5. Therefore we are of the considered view that billboards and hoardings cannot be permitted to be installed on any public property. All concerned authorities across Pakistan are directed to immediately remove all the billboards/hoardings installed within

their jurisdiction within a period of one and a half months from today and file a compliance report. The billboards/hoardings which have been installed in public properties under any license or lease shall be uprooted within the same 45 day period by the concerned advertising agencies which own those billboards/hoardings either directly or through their contractors by the authorities with whose permission the billboards or hoardings have been installed. In the intervening period, no permission shall be granted by any authority in Pakistan to install the billboard/hoarding on any portion of public property. Any institutions or agencies that are found to be non-compliant with this order will be prosecuted.

7. The learned Additional Attorney General is further directed to hold meetings, within a month, with all the stakeholders who grant permission for installation of such billboards/hoardings anywhere in Pakistan to finalize the amendments in the proposed by-laws applicable beyond the public properties so that nation-wide uniformity could be achieved to ensure safety measures of the citizens of Pakistan.

9. All the authorities concerned shall submit their compliance reports in the light of above referred directions. Re-list.

IN THE SUPREME COURT OF PAKISTAN
(Appellate Jurisdiction)

Present:

Mr. Justice Mian Saqib Nisar
Mr. Justice Amir Hani Muslim
Mr. Justice Khilji Arif Hussain

CMA No.209-K of 2014 in C.P.
No.152-K of 2011 and CMAs
No.657 to 660-K of 2015 and CMA
No.869-K of 2015 in CMA No.209-
K of 2014.

*(Report of Karachi Cantonment Board
regarding Hoardings and signboards
installed with permission and without
permission)*

In attendance:

Mr. Salman Talibuddin, Additional Attorney General, Pakistan

Mr. Nisar Ahmed Durrani, Advocate General, Sindh

Mr. Adnan Karim, Additional Advocate General, Sindh

Mr. Mukesh Kumar Karara, Additional Advocate General, Sindh

Mr. Yasin Azad, ASC for Karachi Cantonment Board (**CMA No.869-K of 2015**)

Syed Jamil Ahmed, ASC and Mr. Khaleeq Ahmed, ASC for KMC

Mr. Nazar Hussain Dhoon, ASC for Defence Housing Authority

Mr. Sanaullah Noor Ghouri, ASC for Civil Aviation Authority

Mr. Sohail H.K. Rana, ASC for CEO, Karachi Cantonment

Rana Manzoor, CEO, Karachi Cantonment

Mr. Arfin Zubair Chaudhry, Additional CEO, Clifton, Karachi

Mr. Rabnawaz, CEO, Korangi, Karachi

Mr. Asif Ameer Khan, CEO

Ms. Ayesha Abro, Administrator, DMC

Lieutenant Colonel Khadim Hussain Changezi from Station Head Quarter, 5 Core

Lieutenant Imranul Haq, Senior Staff Officer, Legal to Commander Karachi

Lieutenant Shafiq-ur-Rehman, Assistant Director Legal Services, Naval

Mr. Muhammad Aslam Chaudhry, Legal Advisor, Karachi Cantonment

Syed Zahid Hussain, Officer Incharge, Control Room

Amicus curiae: Mr. Abdul Rehman, Advocate

Date of Hearing: 05.5.2016

ORDER

Amir Hani Muslim, J. In compliance with the Orders of this Court passed on 10.3.2016, the learned Additional Attorney General for Pakistan has placed before us an interim report reflecting that the meetings held in the Office of the Commissioner Karachi with the object to achieve city-wide uniformity for installation of Billboards and Hoardings. The interim report further reflects that all the stakeholders, who attended the meetings, proposed the amendments in the respective by-laws. The proposed amendments on the subject, annexed with the interim report, read as follows:-

- *“There are following types of advertisement:*
 1. Bill Boards/Hoardings : 45' x 15' (Max. Height 30 feet)
10' x 20' (Max. Height 20 feet)
60' x 20' (Max. Height 60 feet)
The total height of hoarding including board should not exceed 80 feet from ground.
 2. Pylons / Canopi : 6' x 12'
 3. Bridge Panel : Length as per Bridge & Height not exceeding 10 feet.
 4. Panel / Wall Panel : Length as per Area & Width 20 feet
 5. LED Screens : Maximum 1200 sq. feet. No other Board within 500 feet.
- *The Bill Boards / Hoardings on Roof Top and Over Hanging on Footpath, Roads and Triangles are not allowed.*
- *Distance of 400 feet between the two bill boards must be maintained.*
- *High marks are not allowed.*

- *Apart from Pole Sign, no other type of hoarding should be allowed on Central Median / Triangle / Square and Roundabouts.*
- *Responsible organizations to ensure aesthetic beauty of the city & public safety.*
- *On boundaries of lands, 100 feet be left by each organization on either side.*
- *For pedestrian bridge minimum 3 feet space from walking track be left open for ventilation / security of pedestrian.*
- *Maximum allowed angle is upto 45 Degrees to the road.*
- *Every Contractor shall provide structural plane, stability certificate duly vetted by another Engineer registered with PEC.*
- *Third party insurance shall be carried out by Contractor for each board”.*

2. We have inquired from the learned Advocate General Sindh, present in Court, the view point of the Sindh Government on the issue of installation of Billboards and Hoardings on public properties. He has made a statement on behalf of the Sindh Government that no Billboards or Hoardings of any nature can be allowed to be installed on public properties. The learned Additional Attorney General was also of the view that Billboards and Hoardings cannot be installed on the public properties.

3. The term ‘public property’ has wide meaning and, therefore, we would like to clarify it in the order to avoid any ambiguity. The term ‘public property’ shall include the following places:

- “(i) *Roads.*
- (ii) *Sidewalks.*
- (iii) *Islands in the centre of a road/service lane – including but not limited to ‘Sponsored Islands’ whereby the entire Island is maintained by a private person who displays his name and products on the traffic signs.*
- (iv) *Overhead Bridges and Underpasses.*
- (v) *Overhead pedestrian walkways/bridges.*

- (vi) Roundabouts – including but not limited to ‘Sponsored Roundabouts’ whereby the entire Roundabout is maintained by a private person/or any organization who displays his or their name and products on the traffic signs.
- (vii) Green Belts/Dividers between a road.
- (viii) Pedestrian lanes.
- (ix) Nullahs (Storm Water Drains) and the banks of Nullahs (Storm Water Drains) which abut roads.

Notes:

- (i) Traffic signs i.e. signs set up by the Traffic Department providing directions are permissible on these locations but should not be ‘Sponsored Traffic Signs’ i.e. Traffic Signs that are sponsored by private persons and display their name and products on the traffic signs.
- (ii) Signboards located within a plot not listed above but which in any manner “overhang” any of the areas listed above”.

4. We have heard Mr. Abdul Rehman Advocate as *amicus*, the learned Additional Attorney General for Pakistan, Advocate General Sindh and Administrators of District Town Committees. There is no law which permits K.M.C., D.M.C., Cantonment Boards or any other agency in Karachi to install Billboards or Hoardings on a public property. Such an act on the part of permission granting agency is against the civil rights of the citizens. The civil rights of the citizens cannot be hampered with by erecting the Billboards or Hoardings on the civic amenity meant for the use and benefit of public at large besides such an act would endanger the life and property of the common man.

5. As a first step, we are of the considered view that no Billboard or Hoarding can be permitted to be installed on any public property as defined in the preceding paragraph by any authority under the garb of by-laws which militate the civil rights of the public at large. Therefore, all the

concerned authorities are directed to immediately remove all the Billboards/Hoardings installed without permission within their jurisdiction within 15 days from today and report compliance.

6. The Billboards/Hoardings which have been installed in the public properties under any license or lease shall be uprooted by 30th June, 2016 by the concerned advertising agencies which own that poles or displaying materials or by the contractors if they own such material or by the authorities with whose permission the Billboards or Hoardings have been installed. In the intervening period, no permission shall be granted by any of the authority in Karachi to install the Billboard/Hoarding on any portion of public place/property as clarified hereinabove.

7. The learned Additional Attorney General is further directed to hold meetings, within a month, with all the stakeholders who grant permission for installation of such Billboards/Hoardings in Karachi to finalize the amendments in the proposed by-laws applicable beyond the public properties so that city-wide uniformity could be achieved on the one hand and safety measures of the citizens of Karachi shall be ensured on the other hand. The proposed meetings shall be attended by the Advocate General Sindh, as well. The learned Additional Attorney General shall submit report within one month.

8. Copy of this Order be faxed and sent to the Registrar, Sindh High Court for placing it before the learned Chief Justice and all the learned Judges for their information. Office shall also send copies to the learned *Amicus Curiae*, the learned Additional Attorney General and the learned Advocate General Sindh.

9. Office is directed to re-list this matter after 30th June, 2016. All the authorities concerned shall submit their compliance reports in the light of above referred directions.

Judge

Judge

Judge

Karachi, the
5th May, 2016