

REQUEST FOR PROPOSAL (RFP)

**RENTING OUT SPECIFIED AREAS FOR ADVERTISEMENT / MARKETING
INSIDE & OUTSIDE AND LEASING INSIDE & OUTSIDE OF 24 PAKISTAN
METROBUS SYSTEM (PMBS) STATIONS IN RAWALPINDI / ISLAMABAD**



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Section-I: Invitation to Bids



1.1 Invitation to Bid

RENTING OUT SPECIFIED AREAS FOR ADVERTISEMENT / MARKETING INSIDE & OUTSIDE AND LEASING INSIDE & OUTSIDE OF 24 PAKISTAN METROBUS SYSTEM (PMBS) STATIONS IN RAWALPINDI / ISLAMABAD

PMA invites Sealed Bids for RENTING OUT SPECIFIED AREAS FOR ADVERTISEMENT / MARKETING INSIDE & OUTSIDE AND LEASING INSIDE & OUTSIDE OF 24 PAKISTAN METROBUS SYSTEM (PMBS) STATIONS IN RAWALPINDI / ISLAMABAD from eligible bidders engaged in provision of similar services.

Sr. No	Description of Services	Per Month Rental Reserve Price for Station Type			Remarks
		A	B	C	
1	Renting Out Specified Areas for Advertisement / Marketing and Leasing inside & outside of 24 Pakistan Metrobus System (PMBS) Stations in Rawalpindi / Islamabad.	430,000/-	320,000/-	200,000/-	Estimated reserve prices are exclusive of all taxes.

1. The Bidding documents carrying all details can be downloaded from PMA's website <http://pma.punjab.gov.pk>.
2. A clarification meeting is scheduled at **1100 Hours on 11th December, 2024** at PMA office (address given below) for the prospective bidders who wish to attend.
3. All bids must be accompanied by a Bid Security of **PKR 30,000/-** in the form of CDR / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan in the name of "MASSTRANSIT AUTHORITY NON-FARE REVENUE(NFR) FUND ACCOUNT"
4. A bidder can bid for one or more stations along with additional Bid Security as mentioned in Para-3 above.
5. Bids must be delivered to the address given below on or before **19th December, 2024 at 1300 Hours**.
6. Late bids shall be rejected.
7. The bids will be opened on **19th December, 2024 at 1330 Hours** at the address given below in the presence of the representatives of the bidders who wish to be present.
8. PMA will not be responsible for any cost or expense incurred by prospective bidders in connection with the preparation or delivery of bids.
9. In case of official holiday on the day of submission, next working day will be treated as closing date with the same submission time indicated are Para-5 above.
10. PMA reserves the right to cancel the bidding process at any time prior to the acceptance of a proposal.

SECRETARY

PUNJAB MASSTRANSIT AUTHORITY (PMA)

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Section-II: Instructions to Bidders (ITB)

2.1. Introduction

The salient features of the Pakistan Metrobus System (PMBS) are as under:

- Total length of the corridor from Saddar to Pak Secretariat is approximately 22.5 Km.
- Total **24 Stations** having average inter-distance of 1Km. Each station has single platform with three (03) docking bays on either side.
- 10 numbers of stations in Rawalpindi Section are elevated, 10 stations of Islamabad Section are at-grade and 04 stations are under ground.
- The bridges and underpasses are used for stations access as well as road crossing.
- Bus Operational hours are planned from 6:00 AM to 11:00 PM and subject to change when desired by the Authority.
- The average daily ridership is **130,000** passengers approximately.



2.1.1 Scope of Bid

- i) The Lessor, as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of [nature of services to be decided by The Lessor] as specified in the Section-IV Bid Data Sheet (BDS) and Section VII-Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.
- ii) PPRA Rules-14 are followed for the purpose of guidance only.

2.1.2 Eligible Bidders

- iii) The Invitation to Bids is open to all interested parties i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.).
- iv) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by The Lessor to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the bidding of the services to be leased under this Invitation to Bids.
- v) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.
- vi) Bidders shall not be under a declaration of blacklisting by The Lessor.
- v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. The limit on the number of members of JV or Consortium or Association is prescribed in BDS. A JV must be unique and any member of the JV shall not bid independently or through being a member of any other JV.
- vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to The Lessor.
- vii) Any agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.

- viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of The Lessor and in line with any instructions issued by the Authority.
- ix) The invitation for Bids is open to all prospective bidders subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that trade or business.
- x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:
 - a) are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by The Lessor to provide consulting services for the preparation of the design, specifications, and other documents to be used for the bidding of the services to be leased under this Invitation for Bids.
 - b) have controlling shareholders in common; or
 - c) receive or have received any direct or indirect subsidy from any of them; or
 - d) have the same legal representative for purposes of this Bid; or
 - e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of The Lessor regarding this Bidding process; or
 - f) submit more than one Bids in this Bidding process. However, this does not limit the participation of subcontractors in more than one Bids.
- xi) A Bidder may be ineligible if –
 - a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent.
 - b) the Bidder is convicted, by a final judgment, of any offence

involving professional conduct.

- c) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices.
- d) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public bidding) due to consistent performance failure.
- e) The firm, Tenant / Lessee and contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to The Lessor evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to The Lessor, as The Lessor shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions, and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.3. Cost of Bidding

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

2.1.4. One person one bid

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

2.1.5. Work Plan/Deputation Plan

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

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Technical Bid Form
 - (m) Contract Form
 - (n) Financial Bid Form / Price Schedule
 - (o) Performance Guarantee Form
 - (p) Check List
- ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- iii) The prospective bidders are instructed in their own interest to keep visiting official website of PMA i.e. <http://pma.punjab.gov.pk> to get latest updates / uploads regarding this bidding.
- iv) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents will take precedence.

v) The Lessor is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from The Lessor or from its website. Re-confirming from The Lessor that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

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

- i) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a clarification meeting at the place, date and time mentioned **in the BDS**. During this clarification meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- ii) Minutes of the clarification meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the clarification meeting shall be made by The Lessor exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non- attendance at the clarification meeting will not be a cause for disqualification of a Bidder.
- vi) Minutes of the clarification meeting, once issued officially, shall be construed as part of the bidding document
- iii) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, The Lessor, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment.
- iv) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email and will be binding on them.
- v) Before the deadline for submission of Bids, The Lessor for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or clarification meeting may modify the Bidding Documents by issuing addenda.
- vi) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.
- vii) To allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, The Lessor, at its discretion, may extend the deadline for the submission of bids, in the manner similar to the original advertisements.

2.2.3. Amendment of Bidding Documents

2.3. Preparation of Bids

- 2.3.1. Language of Bid**
- i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and The Lessor shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
- 2.3.2. Bid Form**
- i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the services to be provided.
- 2.3.3. Bid Prices**
- i) The Bidder shall indicate on form 8.9 the unit prices (where applicable) and total Bid price of the person/guard [to be decided by The Lessor] the services of which it proposes to provide under the contract.
 - ii) Prices indicated on the Price Schedule shall be item wise/ package wise.
 - iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) will be solely for the purpose of facilitating the comparison of Bids by The Lessor and will not in any way limit The Lessor's right to contract on any of the terms offered.
 - iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.
- 2.3.4. Bid Currencies**
- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- 2.3.5. Documents Establishing Bidder's Eligibility and Qualification**
- i) Pursuant to ITB Clause 2.2.1, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
 - ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to The Lessor's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.2.1.
 - iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to The Lessor's satisfaction:

(a) that the Bidder has the financial, technical capability necessary to perform the contract.

(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect The Lessor against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) CDR, Demand Draft (DD), Pay Order (PO) valid for at least 180 Days, beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by The Lessor as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible.

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

vi) The successful Bidder's Bid security will be discharged (or may be adjusted in the performance guarantee upon receiving an official request from the Bidder) before signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. in the case of a successful Bidder, if the Bidder:

- i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
- ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
- iii. is blacklisted.

2.3.7. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by The Lessor. A Bid valid for a shorter period may be rejected by The Lessor as non-responsive.
- ii) In exceptional circumstances, The Lessor may solicit the Bidder’s consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.6 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.8. Format and Signing of Bid

- i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall prevail.
- ii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.
- iii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.
- iv) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.3.9. Minimum Wage rates/all applicable taxes

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

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per PPRA Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as **“ORIGINAL”** and **“COPY.”** The envelopes shall then be sealed in an outer envelope.
- ii) The inner and outer envelopes shall:
 - a. be addressed to The Lessor at the address given in the Bid data Sheet; and
 - b. bears the title of bidding Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: **“DO NOT OPEN BEFORE.... (time and date),”** [to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared **“late”**.
- iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), The Lessor will assume no responsibility for the Bid’s misplacement or premature opening.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.
- v) In this case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit his **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** in separate inner envelopes and enclosed in a single outer envelope.
 - b) **ORIGINAL** and **each copy** of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - c) The envelopes containing the **ORIGINAL** and **COPIES** will be put in one sealed envelope and addressed / identified as given in BDS.

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

2.4.2 Deadline for Submission of Bids

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

2.4.3. Late Bids

- i) Any Bid received by The Lessor after the deadline for submission of Bids prescribed by The Lessor pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.
- ii) The Lessor shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- iii) Any Bid received by The Lessor after the deadline for submission of Bids shall be declared late, recorded, rejected, and returned unopened to the Bidder.
- iv) The prospective bidders are advised, in their own interest, to take into account sufficient time to reach Lessor’s office at the given address for the timely submission of their bidding documents. Delay in submission due to any reason whatsoever such as ASTP access time shall not be accepted.

2.4.4. Modification and Withdrawal of Bids

- i) The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by The Lessor prior to the deadline prescribed for submission of Bids.
- ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of Bids.
- iii) No Bid may be modified after the deadline for submission of Bids.
- iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security, pursuant to the ITB Clause 2.3.6 (vii).
- v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by The Lessor prior to the deadline for submission of Bids.
- vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by The Lessor

- i) The Lessor will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register as proof of their attendance.
- ii) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as The Lessor may consider appropriate, will be announced by the Bid Evaluation Committee.
- iii) In case of Single Stage Two Envelope Procedure, The Lessor will open the Technical Proposals in public at the address, date and time

specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of The Lessor until the specified time of their opening.

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

**2.5.2.
Confidentiality**

- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report.
- ii) Any effort by a Bidder to influence The Lessor processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact The

Lessor on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

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

2.5.4. Preliminary Examination

- i) The Lessor will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- ii) Arithmetical errors will be rectified on the following basis: -
 - a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Tenant / Lessee does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
 - b) If there is a discrepancy between words and figures, the amount in words will prevail.
- iii) Prior to the detailed evaluation, The Lessor will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.6) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Lessor's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- iv) If a Bid is not substantially responsive, it will be rejected by The Lessor and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- v) Prior to the detailed evaluation of Bids, The Lessor will determine whether each Bid:
 - a) meets the eligibility criteria defined in **ITB 2.2.1**.
 - b) has been prepared as per the format and contents defined by The Lessor in the Bidding Documents.
 - c) has been properly signed;
 - d) is accompanied by the required securities; and

e) Is substantially responsive to the requirements of the Bidding Documents.

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

2.5.5. Examination of Terms and Conditions; Technical Evaluation

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

2.5.6. Correction of Errors

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of The Lessor there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail, and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by The Lessor in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited, or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.6.**

2.5.7. Conversion to Single Currency

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

2.5.8. Post-qualification & Evaluation of Bids

- i) In the absence of **prequalification**, The Lessor will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.2.1.
- ii) The determination will consider the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as The Lessor deems necessary and appropriate.
- iii) The Lessor will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to **ITB Clause 2.5.5**.
- iv) The **financial evaluation** of a Bid will be based on form of Price Schedules/ Financial Bid **Form 8.9** to be decided by The Lessor which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

2.5.9. Contacting The Lessor

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact The Lessor on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has **grievance** to the notice of The Lessor, it should do so in writing.
- ii) Any effort by a Bidder to influence The Lessor during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.
- ii) Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of The Lessor after the submission of his Bid may lodge a written complaint concerning his grievances not later than **ten days** after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within **5 days** of announcement of the technical evaluation report.
- iv) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.
- v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the bidding process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, The Lessor will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.
- ii) The notification of award will constitute the formation of the Contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), The Lessor will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.6 (v).

2.6.2. Performance Guarantee

- i) Within ten (10) days of the receipt of notification of award from The Lessor, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to The Lessor.
- ii) In case, a bidder is declared successful in bids for more than one stations, additional Performance Guarantee of PKR 0.5 million shall also be submitted w.r.t. each additional station.
- iii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, The Lessor may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of work Order

- i) At the same time as The Lessor notifies the successful Bidder that its Bid has been accepted, The Lessor will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the Lease order [as the case may be].
- ii) Under rule-63 of PPR-14, where The Lessor requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to The Lessor.
- iii) Where no such formal signing is required by The Lessor, The Lessor shall issue lease order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

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

2.6.5. Lessor’s Right to Vary Quantities at Time of Award

- i) The Lessor reserves the right at the time of contract award to increase or decrease the Scope of this agreement originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

2.6.6. Lessor’s Right to Accept or Reject All Bids

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

2.6.7. Re-Bidding

- i) If The Lessor rejects all the Bids under rule 35 of PPR-14, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

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

“Corrupt practices” is as follows:

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

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

2.6.9 Blacklisting & Debarment:

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

Section-III. Technical Specifications

3.1. Payment Terms

Month	Monthly Rental Payment
1	Grace Period - Only Pay Rent of the spaces used for advertising / leasing inside & outside of the stations.
2	
3	
4	
5	
6	
Rest of the Contract Duration	Pay in advance the total monthly rental amount quoted in the bid for both i.e. advertising and leasing at specified spaces inside and outside of a particular station(s).

3.2. Scope of Services

Renting Out Specified Spaces for Advertisement / Marketing and Leasing inside & outside of 24 Pakistan Metrobus System (PMBS) Stations in Rawalpindi / Islamabad

Find below the details of 24 PMBS Stations along with Reserve Price and Type of these stations:

Sr. #.	Station Name	Station Type	Reserve Price in PKR (Per Month)
1	SADDAR	A	430,000/-
2	SHAMSABAD		
3	FAIZABAD		
4	KHAYABAN-E-JOHAR		
5	FAIZ AHMED FAIZ		
6	PIMS		
7	STOCK EXCHANGE		
8	MARRIR CHOWK	B	320,000/-
9	COMMITTEE CHOWK		
10	CHANDNI CHOWK		
11	REHMANABAD		
12	6 TH ROAD		
13	POTOHAR		
14	KACHEHRI		
15	7 TH AVENUE		
16	SHAHEED-E-MILLAT	C	200,000/-
17	PARADE GROUND		
18	LIAQAT BAGH		
19	WARIS KHAN		
20	IJP		
21	KASHMIR HIGHWAY		
22	CHAMAN		
23	IBN-E-SINA		
24	PAK SECRETARIAT		

- Rental price shall be fixed for 01 Year and shall be increased @10% annually after 1st Year.

The detail of **permissible Services** at each of the **24 PMBS Stations** is as under:

Sr. #.	Schedule of Activities Per Station	Station Building Design Category
1	Branding inside of Stations	All Station Types
2	Branding outside of Stations	All Station Types
3	Renting of Shops/Kiosks/ATM etc. inside Stations	All Station Types

1. Branding inside of Stations

(Permissible area up to 5,036 sq. ft.)

Sr.	Item / Description	Quantity	Size	Area
i.	LCD/LED/Backlit Boards	02	6 ft. x 3 ft.	36 sq.ft.
ii.	One Vision (Flex) indoor Glass Walls except door panels	-		5,000 sq.ft
			Total Area	5,036 sq.ft.



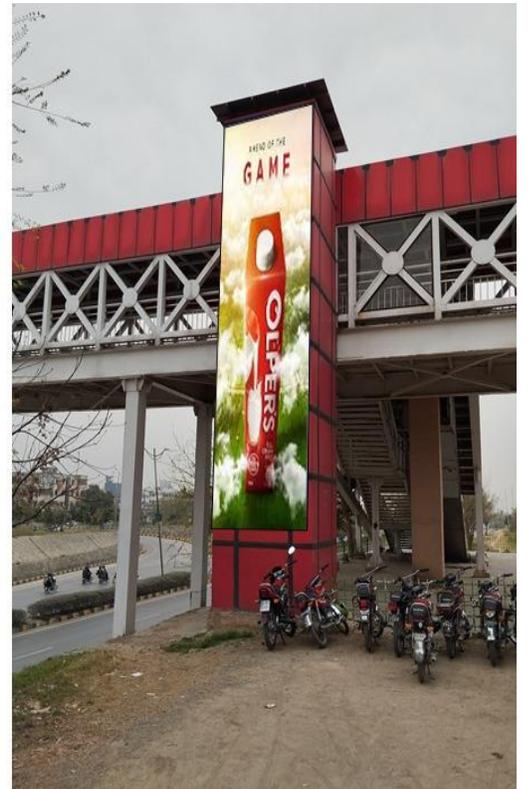


2. Branding outside of Stations

(Permissible area up to 6,036 sq. ft.)

Sr.	Item / Description	Quantity	Size	Area
i.	LCD/LED/Backlit Boards	02	6 ft. x 3 ft.	36 sq.ft.
ii.	Static Display Boards	05	20 ft. x 10 ft.	1,000 sq.ft.
iii.	One Vision (Flex) on glass			5,000 sq.ft.
			Total Area	6,036 sq.ft.







3. Renting of Shops / Kiosks / ATM inside Stations

Sr.	Item / Description	Quantity	Size	Specifications
i.	Shops / Stalls / Kiosks etc.	05	10' x 5' x 8'	Moveable cardboard structure Non-inflammable
ii.	ATM	1	Standard	Standard





Note:

The Lessee / tenant shall seek prior approval from the Lessor w.r.t the design, size, and material before the installation of any Advertising / Marketing campaign or before installation of any substance w.r.t. the Leasing of a space.

3.2 Roles and Responsibilities

1. Successful Bidder's Responsibility

The Tenant / Lessee will be allowed to utilize advertising and leasing rights of specified spaces inside & outside of 24 PMBS Stations as per given specifications. In general, the scope includes installation, operation, and maintenance of advertisement campaigns, as well as, leasing of specified spaces inside & outside of PMBS Stations.

The Tenant / Lessee shall:

- 1.1 Only use the advertising / leasing locations as agreed in this agreement or allowed by the Lessor.
- 1.2 Keep the advertising spaces inside & outside of PMBS stations clean, tidy and maintained to its original form in terms of body paint and glass panels etc.
- 1.3 Deposit Rent Amount in advance in the form of **Crossed Cheque** as per the Payment Terms (Clause 3.1 of Technical Specifications). However, the rental amount (exclusive of all applicable taxes, fees, electricity bills / charges or any other charges) shall be paid in advance on or before the 05th of each month.
- 1.4 Ensure that renting shops/kiosks/stalls and background frames/supports for advertisement and leasing are aesthetically good, consistent and legally permissible.
- 1.5 Ensure that the sizes of shops/stalls/kiosks etc. are not more than **10x05 base and 8 ft. Height**, and the material used to make shops/stalls/kiosks etc. would be standalone cardboard and nonflammable structures (Moveable) only.
- 1.6 Ensure that each advertisement adheres to all applicable / relevant standards, procedures, safety features and laws of the Land, Punjab Outdoor Advertisements & Sign Boards Policy and any other laws, rules and regulations governing the outdoor advertising business.
- 1.7 Seek a formal approval from the Lessor prior to affixation of an advertisement or installation of any substance for Marketing / Advertisement or leasing inside and outside of PMBS stations.
- 1.8 Strictly plan / perform installation of advertising material after operation hours that is 11:30 PM to 05:00 AM or as allowed by the Lessor.
- 1.9 Be responsible to clear the locations used for affixation / installation from any debris, rust, garbage etc. prior installation and after removal of the advertising or leasing material.

- 1.10 Seek approval, as deemed mandatory, from any other agency/authority/department prior to installation of an advertisement content or shops / kiosks, etc. for leasing purposes.
- 1.11 Not display any content which is against the norms and values of Pakistani society, against a political party/personality, promoting vulgarity, promoting sectarianism, a campaign against a government agency / department, etc.
- 1.12 Supply, install/affix and maintain the LEDs/LCDs/Boards etc., as well as, material required for establishment of shops/kiosks and all other accessories including but not limited to the cables/switches (power and networking), connectors, fixtures, computer systems, sub-meter(s), etc. in good condition; the cost of preparation, installation and maintenance of which shall be borne solely by the Tenant. The Tenant may only utilize assigned space(s) for this purpose.
- 1.13 Arrange electricity and its backup supply at his own. An NOC may be issued by The Lessor on formal request within the earliest possible time frame. However, in case, the Tenant intends to use the electricity/power from PMA source, the Tenant shall be required to arrange and install a sub-meter along with all necessary items including but not limited to the cables, switches, ducts etc. for this purpose and pay to PMA the cost of electricity as per actual. Further terms & conditions may be decided at the time of making such arrangements.
- 1.14 Ensure that all services substance and displays are fabricated and installed in such a manner that they do not adversely affect passengers' safety and safety of other PMA properties. In case of any untoward situation arising out of the reason directly attributable to the Tenant's part, the Tenant shall be dealt in accordance with the PMA Act.
- 1.15 Be liable to compensate PMA for any damage(s) caused to its property, which is directly attributable to the activities of the Tenant, or due to substandard quality/installation of advertising/leasing substance, or for damage caused by any employee of the Tenant. The compensation for such damage shall be determined by The Lessor and be payable by the Tenant immediately.
- 1.16 Be liable for compensation against any kind of damages/ losses occurred to any person or property due to an act on the part of the Tenant, his staff or due to his equipment installed inside and outside of PMBS Stations.
- 1.17 Comply and follow all reasonable directions, and requirements of The Lessor in respect of

- the installed or affixed substances / displays and any other instructions / directions, including requirements that ensure public safety.
- 1.18 Maintain all services panels, fabricated, installed and commissioned in a neat and clean condition. In case, any substance is not maintained properly, a 15 days' notice shall be served to the Contractor to do the needful. In case of failure to resolve the issues highlighted in the notice within the stipulated time period, the subject advertising / substance shall be removed by The Lessor at the expense of the Tenant.
 - 1.19 Ensure cleanliness of the spaces during and after installation/removal of any substance etc.
 - 1.20 Ensure that the services are aesthetically pleasing and blending with the surrounding architecture, design and environment of the area.
 - 1.21 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 risk and cost.
 - 1.22 Obtain all necessary permits under applicable Laws of Pakistan required from concerned Authorities and bear the cost of such approvals.
 - 1.23 Participate in all meetings, Committees etc., as directed by The Lessor from time to time.
 - 1.24 Ensure its personnel do not enter the Metro Stations, Metro Corridors, Metro Trains, Metro Buses or Feeder Buses without valid entry permission.
 - 1.25 Ensure smooth running of Lessor's operations and shall not cause any hindrance / obstacle in these operations.
 - 1.26 Abide by all the rules and regulations laid down by the Lessor.
 - 1.27 Facilitate The Lessor to inspect its services at any time.
 - 1.28 Ensure facilitation to the Lessor for display of ads / messages / promotions of PMA or other government institutions / agencies / departments as and when required by the Lessor at a specific location / area.
 - 1.29 Be responsible for the conduct and functioning of all staff employed by the Tenant.
 - 1.30 Take prompt and reasonable action for resolution of all types of complaints attributable to Tenant – including complaints received from The Lessor related to its services.
 - 1.31 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 of all areas /spaces to The Lessor in its original shape, covered under the contract, at the conclusion of the

Agreement within fifteen (15) days.

- 1.32 Be responsible for the prompt removal of any substance affixed illegally on contracted advertising spaces, i.e., without the consent or authorization of PMA.
- 1.33 Avoid unnecessary direct engagement with other Service Providers of PMA.

2. The Lessor's Role

The Lessor shall:

- 2.1 Provide timely approvals for issuance of license.
- 2.2 Have the right to instruct removal, on immediate basis, of any Service substance that it considers inappropriate, unsafe, indecent, obscene or offensive, contrary to social norms, against the state or religion, or having potential to create ethnic, political or sectarian conflicts. The Lessor reserves the right to cancel the agreement if the Bidder/Contractor continues to display such advertisement despite 03 consecutive warnings.
- 2.3 Have the right to permanently withdraw the License rights for a particular service area/space/substance owing to extraordinary circumstances such as for making certain arrangements for better facilitation to commuters, installation / removal of equipment or machinery for improvement of operations, alteration in existing facility designs or infrastructure, road widening or any other development work or in the interest of 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, 15 days' notice shall be served to the Contractor to remove the services substance. Accordingly, the monthly payments for the issuance of License paid in advance by the Tenant for the remaining period, if any, shall be adjusted in favor of the Tenant calculated as: **Monthly Payment – Unit Revenue in Rupees Quoted by the Tenant Lessee** for the relevant area / category, adjusted for the time duration of remaining period. However, if the advertising material/ leasing substance is not removed within the given timeframe, then the site shall be cleared by The Lessor at the risk and cost of the Tenant / Lessee. The remaining amount of advance Monthly Payment for the issuance of License paid by the Tenant, if any, shall then be adjusted in favor of the Tenant after deduction of these expenses. In case the removal expenses incurred by The Lessor exceed the balance adjustable in favor of the Tenant, then the same shall be recovered from the Tenant.
- 2.4 Accord approval of each service plan including details regarding structural design,

type, size, and material specifications of service substance.

- 2.5 Re-advertise the Leasing / Renting Rights covered under this Bid upon conclusion of the License agreement or extend the same for a period mutually agreed by both parties.
- 2.6 Issue entry card/permit to the Tenant for its staff or any other personnel essentially required by him for fulfilling its obligations under the License agreement, within reasonable time after the initiation of such written request by the Tenant.
- 2.7 Not be responsible for any loss due to theft of, or damage to, the advertising / leasing substance or displays caused by any third party or by an Act of Nature.
- 2.8 Not be responsible for any kind of damage/ losses occurred to any person or property due to an act on the part of Tenant, his staff or due to the fall of his equipment / substances installed inside and outside of PMBS Stations under this contract.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet (BDS)

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

A. Introduction		
BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	2.1.1	Name of Lessor: Punjab Masstransit Authority (PMA) . The subject of RFP is RENTING OUT SPECIFIED SPACES FOR MARKETING / ADVERTISEMENT AND LEASING INSIDE & OUTSIDE OF 24 PAKISTAN METROBUS SYSTEM (PMBS) STATIONS IN LAHORE.
2.	2.1.2	Life of the Contract: Initially for 02 Years, Extendable up to 01 Year subject to the mutual consent and approval from the Authority Along with First Right of Refusal at the time of new bidding / auction). Identification number of the Contract: <u>PMA-BD-NFR-RFP-24/08</u>
3.	2.1.2	Maximum number of members in the joint venture, consortium or association shall be: 03 . J.V. form 8.2 should be followed.
4.		Ineligible country(ies) is or are N/A
B. Bidding Documents		
6.	2.2.2	The address for clarification of Bidding Documents is SECRETARY, PUNJAB MASSTRANSIT AUTHORITY (PMA), Government of the Punjab, 5 th Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan Phone: 0345-1112329, URL: www.pma.punjab.gov.pk
7.	2.2.2	Clarification meeting will take place at the following venue, time, and date: A clarification meeting is scheduled <u>at 1100 Hours on 11th December 2024</u> at PMA office (5 th Floor, Arfa Karim Software Technology Park, Main Ferozepur Road, Lahore, Pakistan) for the applicants who wish to attend.
8.	2.3.8	The number of copies to be submitted: One original, and one copy

C. Bid Price, Currency, Language and Country of Origin		
9	2.3.1	The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and PMA shall be written in ENGLISH. Supporting documents and printed literature furnished by the Bidder may be in same language.
10	2.3.4	The quoted Rent offer shall be in PKR, on Monthly basis.
11.	2.3.4	The monthly rent shall be fixed for one year and shall also be subjected to an increase of 10% on annual basis. However, the Tenant shall inform PMA in writing about whether he is interested in extension or not at least 03 months prior to the expiry of the Contract life.
D. Preparation and Submission of Bids		
12.	2.2.1	<p>Qualification Criteria:</p> <p>Qualification Criteria is provided at Annex – A</p> <p>The bidder is also required to submit an Affidavit to the effect that:</p> <ul style="list-style-type: none"> i. Bidder is not currently blacklisted by The Lessor or by any other government agency / department / institution. ii. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. iii. The provided information is correct.
13.	2.1.1	<p>Bid shall be submitted to:</p> <p>Punjab Mass-transit Authority (PMA) 5th Floor, Arfa Karim Software Technology Park, Main Ferozpur Road, Lahore, Pakistan</p>
14.	2.4.2	<p>The deadline for Bid submission is:</p> <ul style="list-style-type: none"> a) Day: Tuesday b) Date: 19th December 2024 c) Time: 1300 Hours
15.	2.5.1	<p>Time, date/ Month/ Year, and place for Bid opening.</p> <ul style="list-style-type: none"> a) Day: Tuesday b) Date: 19th December 2024 c) Time: 1330 Hours

16.	2.6.2	Amount of Performance Guarantee is: One (01) million. (in the form of CDR / Bank Guarantee / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan in the name of “MASSTRANSIT AUTHORITY NON FARE REVENUE (NFR) FUND ACCOUNT” . In case, a bidder is declared successful in bids for more than one stations, additional Performance Guarantee of PKR 0.5 million shall also be submitted for each additional station.
18.	2.3.6	Amount of Bid security is PKR 30,000/- per Station. (in the form of CDR / Demand Draft / Pay Order issued by a scheduled bank regulated by State Bank of Pakistan in the name of “MASSTRANSIT AUTHORITY NON FARE REVENUE (NFR) FUND ACCOUNT” . Unsuccessful Bidders’ Bid security will be discharged or returned as promptly as possible. The Bid Security of successful bidder will be immediately return after signing of the contract or may be adjusted in the Performance Security subjected to the formal request of the bidder.
19.	2.3.7	Bid validity period after opening of the Bid is: 180 days
20.	2.3.8	Number of copies of the Bid to be provided are: One Original (Technical + Financial) and One Copy (Technical + Financial). Each envelope containing a Technical or Financial proposals shall be sealed separately.
E. Opening and Evaluation of Bids		
21.	2.5.1	The Bid opening shall take place at: 1330 Hours on 19th December 2024. Punjab Mass-transit Authority (PMA) 5th Floor, Arfa Karim Software Technology Park, Main Ferozpur Road, Lahore, Pakistan
22.	2.3.4	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is PKR. The source of exchange rate shall be: Not Applicable The date of exchange rate shall be: Not Applicable
F. Bid Evaluation Criteria		
23.	2.5.8	The evaluation of Technical Bid shall be based on conformity to 4.1 (D).

ELIGIBILITY CRITERIA**Mandatory Requirements.**

Category	Description
1	Company Profile <ul style="list-style-type: none"> • Introduction of the company: maximum 200 words. • Company Organogram • In case of JV applicable to all JV members.
2.	Registration Certificates (Status shall be “Active”) <ul style="list-style-type: none"> • FBR • SECP / Registrar of Firms • PRA
3.	Financial Position <ul style="list-style-type: none"> • Average turnover for the last three years: Not less than 15 million • Audited Financial Statements or Income Tax returns of last year.
4.	<p>The bidder is also required to submit an Affidavit to the effect that:</p> <ol style="list-style-type: none"> i. Bidder is not currently blacklisted by The Lessor or by any other government agency / department / institution. ii. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules. iii. The provided information is correct. iv. Failure to perform the contract or any obligation thereunder with PMA should not have occurred as a result of default by the bidder (In case of JV - applicable to all members).

Section-V: General Conditions of Contract

1. Definitions

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

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

6. Performance Guarantee

- 6.1. Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to The Lessor the Performance Guarantee as per **Sample Form 8.10** in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB. The amount of Performance Guarantee shall also be increase by 10% on annual basis.
- 6.2. In case, a bidder is declared successful in bids for more than one stations, additional Performance Guarantee of PKR 0.5 million shall also be submitted w.r.t. each additional station.
- 6.3. The proceeds of the Performance Guarantee shall be payable to The Lessor as compensation for any loss resulting from the Tenant / Lessee's failure to complete its obligations under the Contract. Similarly, the proceeds of the Performance Guarantee shall also be payable to The Lessor if the Tenant / Lessee fails to sign the Contract after submission of the Performance Guarantee.
- 6.4. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to The Lessor and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in The Lessor's country, in the form provided in the Bidding documents or another form acceptable to The Lessor; or
 - (b) a pay order / Bank Guarantee / demand draft.
- 6.5. The performance guarantee will be discharged by The Lessor and returned to the Tenant / Lessee not later than thirty (30) days following the date of completion of the Tenant / Lessee's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

7. Incidental material

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

8. Payment

- 8.1. The method and conditions of payment to be made by the Tenant / Lessee under this Contract shall be specified in SCC.
- 8.2. The currency of payment is in PKR.

9. Prices

- 9.1 Prices charged by the Tenant / Lessee and Services performed under the Contract shall not vary from the prices quoted by the Tenant / Lessee in its Bid, with the exception of any price adjustments authorized in SCC.

10. Change Orders

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

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

11. Contract Amendments

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

12. Assignment

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

13. Sub-contracts

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

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

14. Delays in the Tenant / Lessee's Performance

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

14.2 If at any time during performance of the Contract, the Tenant / Lessee or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Tenant / Lessee shall promptly notify The Lessor in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Tenant / Lessee's notice, The Lessor shall evaluate the situation and may at its discretion extend the Tenant /

Lessee's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

15. Termination for Default

- 15.1 If the Service Provider 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 Client may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Service Provider, 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 Service Provider does not cure its failure / breach/ illegal activity, within twenty one (21) working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 15.2 If the Client terminates the Contract for default, in whole or in part, the Client may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Service Provider shall be liable to the Client for any excess costs for such similar Services / Works. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

16. Force Majeure

- 16.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Tenant / Lessee shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 16.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Tenant / Lessee and not involving the Tenant / Lessee's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of The Lessor in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, The Lessor and the Tenant / Lessee, may agree to exclude certain widespread conditions e.g.: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".
- 16.3 If a Force Majeure situation arises, the Tenant / Lessee shall promptly notify The Lessor in writing of such condition and the cause thereof. Unless otherwise directed by The Lessor in writing, the Tenant / Lessee shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion

concerning “Force Majeure” may be decided through means given herein below.

**17. Termination
for Insolvency**

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

**18. Termination
for Convenience**

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

**18. Resolution
Of Disputes**

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

19.2. If, after thirty (30) days from the commencement of such informal negotiations, The Lessor and the Tenant / Lessee have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by arbitrators selected in accordance with said law. The place for said arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

**20. Governing
Language**

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

**21. Applicable
Law**

21.1 The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

- 22. Applicable Law** 21.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.
- 22. Notices** 22.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 22.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 23. Taxes and Duties** 23.1. Tenant / Lessee shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to The Lessor.
- 24. Extension in Contract period** 24.1 Initially the contract will be for (02) Years. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of (01) Year on mutual consent.

Section-VI. Special Conditions of Contract

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Lessor is: Punjab Mass-transit Authority (PMA) GCC 1.1

(h)—The Lessor's country is: Pakistan.

GCC 1.1 (i)—The Tenant/Lessee is:

2. Contract Type and Duration

This Contract will be for RENTING OUT SPECIFIED SPACES FOR MARKETING / ADVERTISEMENT AND LEASING INSIDE & OUTSIDE OF 24 PAKISTAN METROBUS SYSTEM (PMBS) STATIONS IN RAWALPINDI / ISLAMABAD for a period of two (02) years extendable up to one (01) year subject to the mutual consent and approval of the Authority, along with First Right of Refusal at the time of new bidding / auction.

3. Performance Guarantee (GCC Clause 6)

GCC 6.1— **PKR 0.5 million** in the form of a CDR / pay order / Bank guarantee / demand draft. In case, a bidder is declared successful in bids for more than one stations, additional Performance Guarantee of **PKR 0.5 million** shall also be submitted w.r.t. each additional station.

4. Incidental Materials (GCC Clause 7)

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

5. Payment (GCC Clause 8)

GCC 8.2— Payment may be made in Pak. Rupees.

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

Deposit Rent Amount in advance in the form of Crossed Cheque as per the Payment Terms (Clause 3.1 of Technical Specifications) in the name of **"MASSTRANSIT AUTHORITY NON FARE REVENUE (NFR) FUND ACCOUNT"**. However, the fixed rental amount shall be paid in advance on or before the 05th of each month.

Payment for Services provided: Not Applicable

6. Prices (GCC Clause 9)

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

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

- 7.1 The SLA describes target performance levels which the bidder shall aim to perform as per the Scope of Work outlined in this Contract. It also lists the procedures for managing unavailability of Services / negligence / inefficiency on part of the Tenant / Lessee, and associated penalties which will be applied if bidder fails to perform in accordance with this Agreement including agreed Standard Operating Procedures during contract life (SOP).
- 7.2 The Operator will be exempted from delays or slippages on SLA parameters arising out of delays in execution or due to delay in approval or review from the Client's side. Any such delays will be notified in writing.
- 7.3 Each non-compliance shall be penalized according to the following:
1. **Delay in monthly rental payment:** 1% of the quoted bid price will be charged to the Tenant / Lessee on weekly basis.
 2. **The payment is delayed for 06 consecutive weeks:** The Lessor may terminate the Contract under GCC Clause 15 "Termination for Default" of the RFP, and, in this case, the Performance Guarantee / Security Deposit may be forfeited.
 3. **In case of any damage to The Lessor's property:** The repair / maintenance shall be carried out immediately. The cost of repair / maintenance shall be recovered from Tenant / Lessee.
 4. **Delay in payment(s) against Utility Bill(s):** 2% penalty of the bill price shall be charged to the Tenant / Lessee on weekly basis.
 5. **In case of theft or abuse of Access Rights to The Lessor's property:** Criminal proceedings against the Tenant / Lessee or his responsible staff shall be initiated.
 6. **Causing any kind of disturbance in Lessor's operations:** The cost of damage along with the revenue loss (if any) shall be recovered from the Tenant / Lessee. The Lessor may initiate legal proceedings against the Tenant / Lessee or his responsible staff depending upon the criticality of the matter.
 7. **In case a bus becomes off-road:** For more than a period of seven (07) days, the issue may be resolved amicably and the decision by the Lessor shall be considered final in such cases.

8. Resolution of Disputes (GCC Clause 19)

GCC 19.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:

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

9. Governing Language (GCC Clause 20)

GCC 20.1—The Governing Language shall be: English.

10. Applicable Law (GCC Clause 21)

GCC 21.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan)

11. Notices (GCC Clause 22)

GCC 22.1—Lessor's address for notice purposes:

—Tenant/Lessee's address for notice purposes:

Section-VII. Schedule of Requirements (Checklist)

Technical Requirements:

Sr No	Description	Status
1	8.1. Bid Form (Cover Letter – Technical Bid)	
2	8.2. Bidder's JV Members Information Form	
3	8.3. Bidder Profile Form	
4	8.4. General Information Form	
5	8.5. Affidavit	
6	8.6. Technical Bid Form	
7	Original Bid Security in the form of Demand Draft / Pay order	
8	Company Profile	
9	Registration Certificates	
10	Annual Turnover (last 03 years) Income Tax / Sales Tax Returns or Audited Financial Statements of last three financial years must be attached.	

Financial Requirements:

Sr No	Description	Status
1	8.8. Bid form (Cover Letter – Financial Bid)	
2	8.9. Financial bid form / Price Schedule	

Section-VIII: Sample Forms

8.1 Bid Form

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

Date: _____

To,
The Chairman,
Bid Evaluation Committee,
Punjab Masstransit Authority
Lahore.

Subject: (Title of the Bid)

Being duly authorized to represent and act on behalf of (_____), and having examined and fully understood the Bidding documents, we the undersigned, in conformity with the said Bidding documents submit our bid in the prescribed manner with the details as per the requirements of the RFP.

If our Bid is accepted, we will obtain the guarantee of a bank as prescribed in the **“Special Conditions of the Contract”** for the due performance of the Contract, in the form prescribed by The Lessor.

We agree to a Bid by this Bid for a period of 180 days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

We, the undersigned, certify to the best of our knowledge and belief that:

- a. Neither this firm nor its JV Member or any of its experts prepared the TOR for this activity.
- b. We confirm that the documents submitted as part of this bid accurately reflect the experience of the specified firm/ JV (or a Member of JV).
- c. The Firm/ JV Member(s) are NOT currently blacklisted/ debarred by any Govt./ Semi Govt. Organizations etc. Neither the firm Nor the JV Members have ever been convicted of an integrity-related offense or crime related to corrupt and fraudulent practice.
- d. We understand that it is our obligation to notify PMA should the Firm or any Member of the JV become ineligible to work with PMA or be convicted of corrupt and fraudulent practice.
- e. JV Member including all proposed experts named in this bid, confirmed/ authorized us in writing to represent them in expressing interest in this activity.

- f. We understand that any misrepresentations that knowingly or recklessly mislead or attempt to mislead may lead to the automatic rejection of the application, proposal, or cancellation of the contract, if awarded, and may result in further remedial action, in accordance with available Mechanism and Manner for Blacklisting of Suppliers, Consultants & Contractors.

This Technical bid includes the following: -

- a) Complete bidding documents (without filling) signed and stamped by the bidder.
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Original bid security in the form of CDR / Demand Draft (DD) / Pay Order (PO) valid for 180 Days, beyond the validity of Bid.
- d) Any other document required by The Lessor.

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

Name and address of Tenant / Lessee

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder’s JV Members Information Form

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

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

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

RFB No.: [insert number of RFB process]

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

Page _____ of _____ pages

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

8.3. Bidder Profile Form

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

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

a) Audited Financial Statement Attachment (Last 3 years)

Yes	No
-----	----

8.4. General Information Form

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

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

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

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

8.5. Affidavit

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

Name: _____

(Applicant)

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

- (i) The firm is not currently blacklisted by The Lessor.
- (ii) The documents/photocopies provided with Bid are authentic. In case any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) Failure to perform the contract or any obligation thereunder with PMA should not have occurred as a result of default by the bidder (In case of JV - applicable to all partners).

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

Signed by an authorized Officer of the company.

Title of Officer: _____

Name of Company: _____

Date: _____

8.6. Technical Bid Form

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

Sr. No.	Avenues	Item / Description	Quantity per Station	Size (Approx.)	Total Permissible area
1	Branding inside of Stations	LCD/LED/Backlit/ Static Display Boards	02 Nos	6 ft. x 3 ft	5,036 sq. ft.
		One Vision (Flex) PSD Glass Panel		5000 sq. ft.	
2	Branding outside of Stations	LCD/LED/Backlit Boards	02	6 ft. x 3 ft.	6,036 sq. ft.
		Static Display Boards	05	20 ft. x 10 ft.	
		One Vision (Flex) on glass		5000 sq. ft.	
3	Renting of Shops / Kiosks / ATM inside of Stations	Shops / Stalls / Kiosks etc.	05	10' x 5' x 8'	
		ATMs	1	Standard	

Note:

- * Before the installation of any Advertising / Marketing material and fixing of a Leasing infrastructure, the lessee / tenant shall seek prior approval from the Lessor w.r.t the design, size, material and quantity of said item/instrument/infrastructure.
- ** Size(s) may vary depending upon available spaces and operational requirements of Pakistan Metrobus System with prior approval from the Lessor.

Stamp & Signature of Bidder _____

8.7. Contract Form

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

THIS AGREEMENT (herein after called the "Contract") is made on the ____day of _____
_____20__between, [name of Lessor] of [country of Lessor]
(hereinafter called "The Lessor") on the one part and [name of Tenant / Lessee] of [city and
country of Tenant / Lessee] (hereinafter called "the Tenant / Lessee") on the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are
respectively assigned to them in the Conditions of Contract referred to.
 2. The following documents shall be deemed to form and be read and construed as part of
this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder.
 - (b) the Schedule of Requirements.
 - (c) the Technical Specifications.
 - (d) the General Conditions of Contract.
 - (e) the Special Conditions of Contract; and
 - (f) The Lessor's Notification of Award.
 3. In consideration of the payments to be made by The Lessor to the Tenant / Lessee as
hereinafter mentioned, the Tenant / Lessee hereby covenants with The Lessor to provide the
services in accordance with the provisions of the Contract and as required under **Section VII**
Schedule of Requirements/Work Plan/ Deputation Plan.
 4. The Lessor hereby covenants to pay the Tenant / Lessee in consideration of the provision
of services, the Contract Price or such other sum as may become payable under the provisions of
the contract at the times and in the manner prescribed by the contract.
- IN WITNESS whereof the parties hereto have caused this Agreement to be executed in
accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _____the _____(for The Lessor)

Signed, sealed, delivered by _____the _____(for the Tenant /
Lessee)

8.8 . Bid Form

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

Date: _____

To,

The Chairman,
Bid Evaluation Committee,
Punjab Masstransit Authority
Lahore.

Subject: (Title of the Bid)

Being duly authorized to represent and act on behalf of (_____), and having examined and fully understood the Bidding documents, we the undersigned, offer bid for the sum of PKR (insert amount in words and figures). This amount is exclusive of all applicable taxes.

Our proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal.

This Financial bid includes the following: -

- a) Original Bid form (as per **form 8.8 of** Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.9. Financial Bid Form/Price Schedule

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

Name of the PMBS Station to be Bid for _____

Sr. No.	Avenues	Item / Description	Quantity per Station	Rent per Item per Month (PKR)	Total Rent per Month (PKR)
1	Branding inside of Stations	LCD/LED/Backlit Boards/Static Boards, etc.	02		
		One Vision (Flex) indoor Glass Walls except door panels	5,000 sq. ft.		
2	Branding outside of Stations	LCD/LED/Backlit Boards	02		
		Static Display Boards	05		
		One Vision (Flex) on glass	5,000 sq. ft.		
3	Renting of Shops / Kiosks / ATM inside of Stations	Shops / Stalls / Kiosks etc.	05		
		ATMs	01		
Total					x

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

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

Note:

- In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- Highest value of “X” will determine the successful bidder, provided mandatory requirements are met and bidder has qualified technical evaluation successfully.
- The quoted prices are **exclusive of all applicable taxes**.
- A bidder can bid for **more than one PMBS** stations by submitting a separate financial bid (properly sealed) for each additional station.

Stamp & Signature of Bidder _____

8.10 PERFORMANCE GUARANTEE FORMAT

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

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

AND WHEREAS it has been stipulated in the Bid Document that the successful Bidder shall furnish Performance Guarantee, within ten (10) working days or more as per Client's approval, of the receipt of the Acceptance Letter from the Client, 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 Client, 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 Service Provider a Guarantee; THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Client, 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 Client 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 Service Provider commits a default under the Contract;
2. If the Service Provider fails to fulfill any of the obligations under the Contract;
3. If the Service Provider violates any of the provisions of the Contract.

Provided that the Client 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 Client 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 20__.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____