

TENDER DOCUMENT

PROCUREMENT OF MARKETING & MANAGEMENT SERVICE PROVIDER FOR GENERATION OF NON-FARE REVENUE THROUGH LEASING OF SPACES AT ORANGE LINE METRO TRAIN PROJECT (OLMTP) LAHORE



**PUNJAB MASSTRANSIT AUTHORITY
Government of the Punjab**

5th Floor, Arfa Software Technology Park (ASTP) 346-B, Main Ferozpur
Road, Lahore, Pakistan.

Phone: +92 42 3588 0136 Fax: +92 42 99232541

URL: www.pma.punjab.gov.pk

Important:

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

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

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1. Invitation to Bid

Punjab Masstransit Authority, Government of the Punjab (GoPb) invites bids for Procurement of Marketing & Management Firm for Generation of Non-Fare Revenue through Leasing of Spaces at Orange Line Metro Train Project (OLMTP) Lahore.

The Tender Number is PMA-TNDA-LOS-OLMTP-LHR/02/2022

The Reserve Price of this Tender shall be PKR 15.5 Million per Quarter i.e. PKR 62 Million per year.

1.1. PPRA Rules to be followed

Punjab Procurement Rules 2014, as modified from time to time, will be strictly followed. These may be obtained from PPRA's website: <http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

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

1.2. Mode of Advertisement(s)

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

1.3. Type of Tender

This is a National Tender with response time not less than 15 days as per Rule 14.

1.4. Type of Open Competitive Bidding

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

Single Stage

- i. The bid shall comprise of a single package containing two (2) separate envelopes.
- ii. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - a. **"ENVELOPE-NO. 1: TECHNICAL PROPOSAL"**
 - b. **"ENVELOPE-NO. 2: FINANCIAL PROPOSAL"**
- iii. Initially, only the ENVELOPE-NO. 1 marked **TECHNICAL PROPOSAL** shall be opened;
- iv. ENVELOPE NO 2 shall be retained in the custody of the Client without being opened;
- v. The technical proposal will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The ENVELOPE-NO. 2: **FINANCIAL PROPOSAL** of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the Client shall, at a time within the bid validity period, publicly open the ENVELOPE-NO. 2: **FINANCIAL PROPOSAL** of the technically accepted and qualified bids only.
- ix. The technically qualified bidder with highest financial bid will be the successful bidder.
- x. The Client will invite the successful bidder to enter into an Agreement to provide Advertisement and Branding for Orange Line Metro Train System in Lahore.

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee **of PKR Five (05) Hundred Thousand as bid security in favor of “The Punjab Masstransit Authority”** issued by a scheduled bank allowed to carry out financial transactions in PAKISTAN. *Clause 21 gives details on Tender Security.*

The bids along with the Demand Draft / Pay Order/ Bank Guarantee, Tender Forms, Affidavits, etc., must be dropped in Tender Box placed at the Office of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, on or before **1500 hours on 30 August, 2022**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at 1530 hours on 30 August, 2022.

The Punjab Masstransit Authority shall hold a clarification meeting at 1530 hours on 12th August, 2022; at the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. Bidders in case of any queries for seeking clarifications regarding the specifications of the services may send their queries in writing at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN, or email to the designated address on or before 12^{ss}th August, 2022 or raise them during the Clarification Meeting. All queries shall be responded to within due time. No query shall be responded if received after the Clarification Meeting. The minutes of Clarification Meeting shall be considered as part of this RFP.

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

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

Email: muhammad.taimoor@pma.punjab.gov.pk

Punjab Masstransit Authority

5th Floor,

Arfa Software Technology Park (ASTP), Lahore, PAKISTAN

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to the above contact in writing or via e-mail at the above stated address. Bidders are also required to state, in their proposals, the name, title, fax number and e-

mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated. Employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids. As authority competent to accept the tender, Employer reserves the right to cancel the tender, or reject all bids prior to acceptance of bid as per PPRA Rule 35.

3. Definitions

- 3.1 "OLMTP"** Orange Line Metro Train Project
- 3.2 "LMBS"** Lahore MetroBus System
- 3.3 "AFC-BSS"** Automated Fare Collection and Bus Scheduling System,
- 3.4 "PMA"** is Punjab Masstransit Authority, established by the Government of Punjab.
- 3.5 "Employer/Procuring Agency/Client"** means Punjab Masstransit Authority (GoPb)
- 3.6 "Marketing Service Provider (MMSP)" or "Successful Bidder" or "Licensee":** The one technically qualified bidder with highest quoted Revenue for the period of Three (03) Years up to five (5) years upon mutual consent with both parties who has the probability of award of Contract subject to necessary approvals and applicable policies.
- 3.7 "Registered Company"** means a company duly registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan.
- 3.8 "Confirmation"** means confirmation in writing.
- 3.9 "Bidder"** means a registered company or joint venture that has submitted its bid as per the criteria/specifications listed.
- 3.10 "Contract"** means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.11 "Contract Price"** means the share of revenues earned by MMSP for the Employer, payable to the MMSP Firm under the Contract for the full and proper performance of its contractual obligations.
- 3.12 "Pre-Bid Conference"** means the meeting conducted by the procuring entity on given date and time prior to actual date of bid opening.
- 3.13 "Procurement Methods"** means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab, as amended from time to time.
- 3.14 "Proposal"** means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.

- 3.15 “**RFP**” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- 3.16 “**Minimum Assured Value**” means the guaranteed amount to be submitted by the bidder, which shall not be less than the Reserved Price of the Contract.
- 3.17 “**SBD**” means Standard Bidding Documents.
- 3.18 “**SCC**” means the Special Conditions of Contract.
- 3.19 “**Services**” means the tasks to be performed by the bidder pursuant to the Contract as listed under Section 11.
- 3.20 “**TEC**” means the Tender Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 3.21 “**Terms of Reference**” or “**TOR**” means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.
- 3.22 “**VC/Venture Capitalist/Venture Capital firms**” means A person or investment firm that makes venture investments
- 3.23 “**Joint Venture (JV)**” means an association of up to four (04) business entities formed as per requirements listed in Section 16 of this document.
- 3.24 “**Association of Persons (AOP)**” means a firm registered under the Partnership Act.
- 3.25 “**Works**” means work to be done by the MMSP under the Contract.
- 3.26 “**GoPb**” means Government of the Punjab
- 3.27 “**GoP**” means Government of Pakistan
- 3.28 “**Applicable Laws**” means laws of the Government of Pakistan and the Government of Punjab.
- 3.29 “**SECP**” means Security and Exchange Commission of Pakistan
- 3.30 “**PESSI**” means Punjab Employee Social Security Institution
- 3.31 “**Labor Department**” means Labor Department, Government of Pakistan
- 3.32 “**EOBI**” means Employees’ Old-Age Benefits Institution, Government of Pakistan
- 3.33 “**ATL**” means Active Taxpayers List of FBR
- 3.34 “**FBR**” means Federal Board of Revenue, Government of Pakistan
- 3.35 “**MNC**” means multinational cooperation
- 3.36 “**Metro Train**” means a Train operated by the Punjab Masstransit Authority in OLMTP.
- 3.37 “**Metro Bus**” means a bus operated by the Punjab Masstransit Authority LMBS.

- 3.38 “**Feeder bus**” means a bus operated by the Punjab Masstransit Authority in LFR.
- 3.39 “**License**” means grant of permission in a specified format to the MMSP to conduct all or part of an activity to generate non-fare revenue.
- 3.40 “**Quarter**” means 3 months.
- 3.41 “**Conceptual Note**” means the notes comprising all steps to achieve particular ideas of a MMSP which includes, but not limited to, the resource allocations, activities involved, staff handling that particular activity, the life cycle of instruments, capacity of resources, backup management, emergency handlings, structural stabilities, stores, laws/standards, revenue against unit items of any category of advertisement etc.
- 3.42 “**Revenue**” means the revenue generated through leasing of spaces at OLMTP for the period of Three (03) extendable up to two (2) Years.

4. Headings and Titles

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

5. Notice

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

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

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

6. Tender Scope

Punjab Masstransit Authority, GoPb, invites/requests Proposals (hereinafter referred to as “the Tenders”) for **Procurement of Marketing & Management Firm for Generation of Non-Fare Revenue through leasing of spaces at Orange Line Metro Train Project (OLMTP)**, as outlined in this document.

7. Overview

The Punjab Masstransit Authority (PMA) is a statutory body established by Government of the Punjab with the purpose of planning, construction, operation and maintenance of mass transit

systems in the major cities of the Punjab, Pakistan. PMA vision is to provide state of the art mass transit system for all. The PMA mission is to establish and operate mass transit system, which is safe, comfortable and efficient. The features of mass transit system are planned and designed to cater to the vision and mission of the Authority.

PMA realizes the importance of generating non-fare revenue in order to minimize the subsidy paid by the GoPb. The Employer seeks to procure Marketing & Management Firm for the said purpose and in line with Supreme Court restrictions on Advertisement on Public Property, realize multiple avenues only inside Metro Stations of OLMTP, Corridor and Metro Train in the city of Lahore only.

The prospective Bidder/MMSP will provide services for Three (03) years extendable up to two (02) years and shall be awarded exclusive rights to carry out the scope of services under this contract.

7.1. Orange Line Metro Train Project

- Total length of the corridor from Ali Town to Dera Gujran is approximately 27.1 Km.
- Portion from Ali Town to Chowburji and Lakshmi to Dera Gujran is elevated (25.4 Km)
- Estimated number of pillars/Columns in the elevated portion is 770.
- Portion from Chowburji to Lakshmi is underground (1.7 Km)
- There are total 26 Stations having average inter-distance of 1 km. Each station has two platforms for both directions. 24 numbers of stations are elevated while 2 stations (GPO and Anarkli) are underground.
- The access to the elevated stations is grade-separated. Each elevated station has two entrances except Lakshami, Railway Station and Thokar Niaz Baig having four entrances. The entrances to underground stations i.e. GPO & Anarkali are at-grade with the exception of one entrance for GPO which is through pedestrian underpass.
- Two types of electronic fare media are used i.e. token and smart card which are validated through turnstiles in passenger lounge area before entering into the platforms.
- Each station excluding the platform level is centrally air conditioned.
- Each station is equipped with Passenger Information System which consists of LED screens.
- Train Operational hours are from 6:15 AM to 10:00 PM according to the current implemented schedule.
- There are 27 train sets each with 05 cars. Each train set is 100m in length with 20 doors. Each train set has a comfortable carrying capacity of 1000 passengers. The minimum headway between two train sets is 05 minutes.
- The average daily ridership is 110,000 passengers.

8. Objectives

The PMA intends to procure a Management & Marketing Service Provider (MMSP) for generation of Non-Fare revenue by realizing multiple avenues including but not limited to the following:-

- 8.1 Renting out areas for Tuck Shops, Street Kiosks, Stalls and Promotion of Brands etc. The users of all renting areas shall be required to wear same Uniform which promotes PMA as Brand.
- 8.2 Lease out spaces for installation of ATMs of different Banks in Pakistan in station areas.
- 8.3 Lease out space for installation of Vending Machines of different Brands in Pakistan inside the stations or PMA premises.
- 8.4 Auction of consumables such as used oil, oil filters, filters of Water Coolers, etc. and Faulty/malfunctioned Spare Parts like parts of motors, compressors, fan windings, escalator parts, elevator parts, Generator parts, PSD parts, tires, batteries and/or any other item available at PMA Stores as scrap. Also, auction of any land / parking spaces owned by PMA (if any). For all auctions, the Marketing Firm will get prior approval from Employer for auction of any item / land of PMA. After approval the Marketing firm will give advertisement in Newspaper for the staging the auction and award of auction able item on highest price.
- 8.5 Implement any other idea to earn non-fare revenue consistent with relevant laws & regulations through proposals & prior approval from the employer.
- 8.6 Manage activities by arranging sponsors including but not limited to the following:-
 - a. Communicate local, provincial & federal governmental messages/ information of public interests.
 - b. Promote, generate & market PMA logo, slogans, colors & typography and system's information like System Maps, Trip Planners, Fares & Tolls, Schedules, Delays or Changes to regular routes or schedules, Special Schedules for holidays & events, updates on service enhancements, information to Tourists, Guide lines for People with disabilities, Old, Young & all genders etc.

9. Contract Type and Duration

Contract will be titled "Procurement of Marketing & Management service provider for Generation of Non-Fare Revenue from Orange Line Metro Train Project (OLMTP) through leasing of spaces" for a period of Three (03) Years extendable up to (02) years upon mutual consent.

Sponsorship of Operation: Punjab Masstransit Authority– GoPb

Tender Evaluation: Punjab Masstransit Authority, GoPb.

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

10. Employer's Responsibilities

- 10.1 Undertake and complete a competitive and transparent bidding process to select the successful bidder.
- 10.2 To the extent of relevance, follow PPRA Rules 2014, as revised from time to time and to the extent applicable, and procedures for bidding process to ensure transparency and economically efficient outcome.
- 10.3 Advertise the project to initiate the procurement process and conduct evaluation of bids (technical and financial) submitted against this tender document under Clause 1.4.
- 10.4 Be responsible for the conduct and functioning of all staff employed in the PMA. The PMA staff shall provide efficient services, polite and courteous behavior towards MMSP and Employers of MMSP. The Employer shall be liable for any misconduct or unreasonable offense of its employees and shall take prompt and appropriate action.
- 10.5 Attempt to grant timely approvals / issuance of license as per MMSP's objectives and scope of work. License shall be granted upon advance quarterly payments to PMA as per schedule given by the successful bidder.
- 10.6 Permit installation, removal, replacement of advertisement panels for leasing of spaces on designated advertising areas.
- 10.7 Have the right to instruct removal, on immediate basis, of any Service substance that it considers inappropriate, unsafe, indecent, obscene or offensive, contrary to social norms, against the state or religion, or having potential to create ethnic, political or sectarian conflicts. The Employer reserves the right to cancel the agreement if the MMSP continues to display such advertisement for leasing of spaces.
- 10.8 Have the right to permanently withdraw the License rights for a particular service area/space/substance owing to extraordinary circumstances such as for road widening or any

other

reason but not for awarding the area/space to another party. For this purpose, a 15 days' notice shall be served to the MMSP to remove the services substance. Accordingly, the quarterly payments for the issuance of License paid in advance by the MMSP for the remaining period, if any, shall be adjusted in favor of the MMSMSP calculated as: **Quarterly/Monthly Payment – Unit Revenue in Rupees Quoted by the MMSMSP in** for the relevant area category, adjusted for the time duration of remaining period. However, if the advertising substance is not removed within the given timeframe, then the site shall be cleared by the Employer at the risk and cost of the MMSP. The remaining amount of advance Quarterly Payment for the issuance of License paid by the MMSP, if any, shall then be adjusted in favor of the MMSP after deduction of these expenses. In case the removal expenses incurred by the Employer exceed the balance adjustable in favor of MMSP, then the same shall be recovered from the MMSP.

- 10.9 Accord approval of each service plan including details regarding structural design, type, size and material specifications of service substance. The materials used in service substance shall be rust-free, lightweight, and durable e.g. sticky paper or Aluminum.
- 10.10 At its discretion, re-tender the Leasing Rights covered under this Tender upon conclusion of the License agreement or extend the same for a period mutually agreed by both parties.
- 10.11 Issue entry card/permit to the MMSP for its staff or any other personnel essentially required by the MMSP for fulfilling its obligations under the License agreement, within reasonable time after the initiation of such written request by the MMSP.
- 10.12 Allow a 'mobilization period' of sixty (60) days to the successful bidder, from the date of submission of Performance Security.
- 10.13 May take legal action against the MMSP and terminate the License agreement if it is found that the MMSMSP has installed any advertising substance at any location other than approved places or has violated any terms of the License Agreement. The Employer may instruct remedial measures to correct the violation on immediate basis; failure to successfully remedy the violation(s) within stipulated period shall result in removal and forfeiture of the advertising substance by the Employer, at the risk and cost of the MMSP.
- 10.14 Not be responsible for any loss due to theft of, or damage to, the advertising substance or displays caused by any third party which is not under a Contractual relationship or not a Service Provider of PMA or by an Act of God.
- 10.15 May provide electricity against payment of monthly charges upon written request/application of the MMSP and backup power through Generators installed at each station during the operating hours (6:00 a.m. to 11:00 p.m.) or non-operating hours as per the terms and conditions mentioned in Annexure-B.

- 10.16 Implement the Service Level Agreement and levy penalties in case of deficiencies in performance.
- 10.17 Take prompt and disciplinary action against any misconduct or unreasonable offense committed by any of its employee.

11. SCOPE OF WORK OF MMSP

The MMSP will realize multiple avenues for generation of non-far revenue in line with the objectives within Metro Stations of OLMTP, Metro Trains and Corridor, details of which are provided in subsequent sections Annex-F. The MMSP;

- 11.1. **Shall use places which comes under the jurisdiction of OLMTP but excluding Poles/Pillars, non-public areas.**
- 11.2. Shall submit a Technical Bid having details regarding ideas of achieving objectives which must comprise the following documents.
 - a) Company Organogram along with detail of staff employed to perform tasks under this RFP.
 - b) Documents of registrations/ certificates.
 - c) The detail of documents/registrations/ certificates, experiences etc..
 - d) Details of having contracts with Government/Semi Government/ Autonomous Bodies.
 - e) Any other document in support of the contract including sample adds, business plan of the lessee/ campaigner requirement if any from the Employer, etc.
- 11.3. Shall submit the performance security each year which should be the 10% of the proposed Annual Revenue (of Four Quarters) paid to the Client.
- 11.4. **Shall submit Revenue Amount in the form of Cheque/Bank Draft/Pay Order on quarterly basis at the start of each quarter and as per the Payment Schedule given in Annexure A. However, after the submission of the Performance Security, MMSP shall be given the Mobilization Period free of such charges which shall not be more than Thirty (30) days.**
- 11.5. **The Revenue Amount shall be exclusive of all applicable taxes, fees, electricity bills/charges or any other charges.**
- 11.6. Shall ensure that background frames/supports are aesthetically consistent for advertisements, legally permissible and should carry PMA logo, slogans, colors & typography such that they do not obstruct or hinder in the operational efficiencies. However, each design, type of advertisement, slogans, colors & topography can be changed by the Client after MMSP Shall come into contract with PMA.
- 11.7. **Shall be bound to provide/display PMA logos or government messages etc. on each day for**

at least 20 % of the day in terms of hours. For this purpose, MMSP shall have to arrange its own data center which should be centralized i.e. MMSP shall provide One Cloud System.

- 11.8. Shall take care that each advertisement is in consistent with all standards, procedures, safety features and laws of Government of Punjab or Pakistan like Supreme Court Order(s), Punjab Outdoor Advertisements & Sign Boards Policy and any other laws, rules and regulations governing the outdoor advertising business. Furthermore, installation of billboards and boarding's shall not be allowed.
- 11.9. Shall install/affix and maintain means of advertisement and displays in good condition; the cost of preparation, installation and maintenance of which shall be borne solely by the MMSP. The MMSP may only utilize assigned space(s) for this purpose.
- 11.10. Submit leasing / advertising/ service plan, within 30 working days of the receipt of Letter of Award (LOA), specifying details regarding structural design, type, material and size specifications of all background supports of advertisements.
- 11.11. Ensure that all services substance and displays are fabricated and installed in such a manner that they do not adversely affect passenger safety. In case of any untoward situation arising out of the reason directly attributable to the services, the MMSP shall be dealt with in accordance with Laws of Pakistan.
- 11.12. Be liable to compensate PMA for any damage caused to its property, or for any damage caused to any other Service Provider that is directly attributable to the activities of the MMSP, or due to substandard quality/installation of advertising substance, or for damage caused by any employee of the MMSP. The compensation for such damage shall be determined by the Employer and be payable immediately.
- 11.13. Be responsible for the medical and accidental insurance of its staff, payment of all dues such as Social Security, EOBI etc. The Employer shall not accept any responsibility of the designated personnel in the event of death, injury, disability or illness that may take place while performing/executing services required under this scope. Any compensation or expenditure towards the treatment of such injury/disability or loss of life shall be the sole responsibility of the MMSP.
- 11.14. Not hold the Employer responsible for any loss due to theft of, or damage to, the substance or displays caused by any third party or an act of God.
- 11.15. 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 MMSP to do the needful. In case of failure to resolve the issues highlighted in the notice within the stipulated period, the subject advertising substance shall be removed by the Employer at the expense of the MMSP. No compensation in annual License fee shall be awarded in this case.

- 11.16. Ensure cleanliness of the spaces during and after installation/removal of any substance etc.
- 11.17. Ensure that all sub-contractual dues owed to the Employer are paid on a timely basis as provided.
- 11.18. Ensure that the services are aesthetically pleasing and blending with the surrounding architecture, design and environment of the area.
- 11.19. Comply with all applicable laws, regulations and Court judgments regulating the advertising activities. No claim or compensation shall be given on this account by the Employer.
- 11.20. Ensure safety/security of its equipment/installations and engage an appropriate number of security personnel, as it deems necessary for this task, at its own cost.
- 11.21. Solicit, negotiate and deal with entities potentially interested in availing any service space let-out to the MMSP and sublet the same.
- 11.22. Ensure its contact information is displayed on any substance vacant at any time during the contract period.
- 11.23. Obtain all necessary permits under all applicable Laws of Pakistan required from concerned Authorities and bear the cost of such approvals.
- 11.24. Engage and deploy suitably skilled personnel for marketing of assigned spaces, seeking clients for promotions, campaigns, sub-letting tasks, installation, maintenance and replacement of any displays in a timely manner at the cost of MMSP with overall objective to maximize earned revenue for the Employer.
- 11.25. Participate in all meetings, Committees etc., as directed by PMA/Employer from time to time.
- 11.26. Ensure its personnel do not enter into the Metro Stations, Metro Trains, Metro Buses and Feeder Buses without valid entry cards/token or permit issued by the Employer. Permission for entry of vehicles into Metrobus Corridor shall be granted to vans and flatbed vehicles, having a yellow rotating light affixed on their top, dedicated only for installing, replacing and maintaining the any substances, displays etc.
- 11.27. Be responsible for the conduct and functioning of all staff employed by the MMSP.
- 11.28. Take prompt and reasonable action for resolution of each complaint – including complaints received from the Employer related to its services.
- 11.29. Comply, complete, and follow all reasonable commands, directions, and requirements of the Employer in respect of the any substance/displays and any other instructions/directions, including requirements that ensure public safety.
- 11.30. Ensure that any substance and displays strictly conform to the applicable laws, rules, regulations, procedures as notified by the relevant competent authorities from time to time.

- 11.31. 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 to the Employer of all area/space, covered under the contract, at the conclusion of the License agreement within fifteen (15) days in good condition.
- 11.32. Ensure that services on the licensed area/space do not contain:
- a) Information or graphics related to sale and consumption of alcohol and tobacco products.
 - b) Objectionable and indecent portrayal of people, products or any other items/issues that is inconsistent with the cultural and social values of Lahore.
 - c) PMA's name, logo or title without PMA's prior permission.
 - d) Political content.
 - e) Items/issues specifically prohibited under applicable law or by the Employer from time to time.
 - f) Any other contents which for the time being not covered in above-mentioned points. The MMSP shall make every effort to facilitate the Employer in all respects and respond to and act upon all notices of the Employer.
- 11.33. Be responsible for the prompt removal of any substance affixed illegally on contracted advertising spaces, i.e. without the consent or authorization of the MMSP.
- 11.34. In case of any non-compliance under the contract or agreed SOPs or violation of any rule or regulation of Government; fines/penalties shall apply which are to be added to the quarterly paid amount using formula:

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

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

12. Payments Schedule

- Bidders will quote in Pak Rupees (PKR) which are exclusive of all applicable taxes, fees or any other in the table given in Annex-A;
- Minimum assured value (reserved price) per quarter is PKR 15.5 Million i.e. PKR 62 Million annually.
- Payment shall be made as per following Quarterly plan.
- Where X is the payment against One quarter.
- After the 12th Quarter further extension in Contract up to 2 years shall be subject to mutual consent of both parties.
- However, after 12 Quarter, 10% increment shall be applicable over and above the quarterly bid amount.

Quarter No.	Payable Quarterly Amount
1	X
2	X
3	X
4	X
5	X
6	X
7	X
8	X
9	X
10	X
11	X
12	X
13	1.1 X
14	1.1 X
15	1.1 X
16	1.1 X
17	1.1 X
18	1.1 X
19	1.1 X
20	1.1 X

13. Bidder's Eligibility

An eligible Bidder is a Bidder who:

- 13.1. Is a Local Registered Company registered under Companies Ordinance 1984 with Security and Exchange Commission of Pakistan or Joint Venture (JV) complying with criteria given in Clause No. 16 of this document.
- 13.2. Has been registered for at least Two (02) years (In case of JV, at least one member must meet the criteria)
- 13.3. Has proven experience of working in Financial Sectors/ Commercial Banks/ Large Government / Private Organizations etc. at least Two (02) years. (In case of JV, at least one member must meet the criteria)

- 13.4. Has valid Registration Certificate for Income Tax (In case of JV, at least one member must meet the criteria)
- 13.5. Has submitted Income Tax Returns for the last two tax years (In case of JV, at least one member must meet the criteria)
- 13.6. Has never been blacklisted in any Government Organization.
- 13.7. The detail of documents are given in Clause 19.4.

14. Technical Evaluation

Technical Evaluation Criteria is given in Annexure-B.

15. Joint Venture

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

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

16. Examination of the Tender Document

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

17. Amendment of the Tender Document

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

18. Preparation / Submission of Tender

- 18.1 The Bidder is not allowed to bid for partial procurement of services or part of the services.
- 18.2 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Employer, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 18.3 The Tender shall be submitted accompanied by the prescribed Forms, Annexes, Documents, required evidence etc. which shall be typed, filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, photocopies may be submitted.
- 18.4 The Technical Proposal shall contain the following, **without quoting the price:**

Documents Required For Substantial Responsiveness: -

- 18.4.1 Firm establishment record in form of Company Registration with SECP/Certified Copy of Certificate of Incorporation (In case of JV Applicable in case all members are local. In case of foreign member, company registration as applicable in the country of origin)
- 18.4.2 Firm Establishment record for at least Two (02) years (In case of JV, at least one member must meet the criteria)
- 18.4.3 Relevant experience record of Two (02) years (In case of JV, at least one member must meet the criteria)
- 18.4.4 Valid NTN company registration certificates (In case of JV Applicable in case all members are local. In case of foreign member, tax record as applicable in the country of origin)
- 18.4.5 Income tax returns for the last two years (In case of JV, at least one member must meet the criteria)
- 18.4.6 Copy of the Demand Draft / Pay Order/ Tender Security Form (FORM FIN-3): Tender Security of PKR Five Hundred Thousand (PKR 500,000/-) vide clause 21 (Tender Security) of

tender document).

18.4.7 Agreement Deed / MOU in case of JV

Documents Required for Technical Evaluation and other requirements

18.4.8 Covering letter duly signed and stamped by authorized representative. (FORM TECH-0)

18.4.9 Technical Proposal Submission Form (FORM TECH-1)

18.4.10 Details in case of Joint Venture (FORM TECH-2)

18.4.11 Technical Evaluation Form(FORM TECH-3)

19.4.11.1 Registration Certificates (PHA / PESSI / PAA)

19.4.11.2 Documentary Evidence to establish PMA Affiliation (if any)

19.4.11.3 Documentary Evidence to establish numbers of years of experience quoted.

19.4.11.4 CVs / Appointment Letters and latest three months' salary slips of quoted number of Marketing professional with 16 years education having four years relevant experience.

19.4.11.5 Documentary Evidence to establish quoted number of Clients with whom the bidder has done business having worth PKR 10 Million or more

19.4.11.6 Financial Statements for the last two (02) Years.

18.4.12 Financial Capacity of the Bidder (FORM TECH-4)

18.4.13 Power of Attorney (FORM TECH-5)

18.4.14 Undertaking (FORM TECH-6)

18.4.15 Integrity Pact (FORM TECH-7)

18.4.16 Affidavit for non-blacklisting (FORM TECH-8)

18.5 The Financial Proposal shall comprise the following:

18.5.1 Financial Proposal Submission Form (FORM FIN-1)

18.5.2 Price Table (FORM FIN-2)

18.5.3 Original Tender Security (FORM FIN-3)

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

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

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

[Name of the Client]
[Address of the Client]

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

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

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

[Name of the Client]
[Address of the Client]

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

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

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

[Name of the Client]
[Address of the Client]

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

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

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

[Name of the Client]
[Address of the Client]

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

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

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

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

[Name of the Client]
[Address of the Client]

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

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

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

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

[Name of the Client]
[Address of the Client]

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

- 18.6.7 As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B in a single envelope titled LEASING OF SPACES AT ORANGE LINE METRO TRAIN PROJECT LAHORE.
- 18.6.8 The Bidder shall enclose soft copies of the Technical Proposal including all Forms, Annexes, Documents, Literature, etc., in the form of scanned images and in MS Word Documents/ MS Excel Worksheets where specified along with the hard copies.
- 18.6.9 The Tender shall be mailed through a registered courier or hand-delivered to reach at the Client's office before the closing date and time (last day of application). Any Bid received by the Employer after the deadline prescribed in Clause 2 shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of the Bid to the wrong office shall not be accepted as an excuse for failure to deliver the Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his Bid is accomplished
- 18.6.10 **This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, Annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder. Noncompliance with the same may cause the rejection of bid at the time of opening.**

19. Tender Price

19.1 The quoted price payable to Employer shall be:

19.1.1 Maximum best and valid price over and above reserve price which is PKR 15.5 Million per quarter until completion of all obligations under the Contract in Pak Rupees (PKR).

20. Tender Security

20.1 The Bidder shall furnish copy of the Tender Security as part of the technical bid envelope. The original Tender Security will be part of the Financial Bid, failing which will cause rejection of bid; as under:

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

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

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

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

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

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

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

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

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

21. Tender Validity

The Tender shall have a validity period of One Hundred and Eighty days (180) days from the last date

for submission of the Tender. Any extension in the Tender validity period shall be carried out in compliance to PPRA Rule 28.

22. Modification / Withdrawal of the Tender

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

23. Opening of the Tender

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

24. Clarification of the Tender

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

25. Determination of Responsiveness of the Bid

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

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

26. Correction of errors / Amendment of Tender

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

27. Rejection / Acceptance of the Tender

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

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

28. Acceptance Letter (Letter of Intent)

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

29. Performance Security

- 29.1 The successful Bidder shall furnish Performance Security as under:
- 29.1.1 within ten (10) working days of the receipt of the Acceptance Letter from the Employer;
 - 29.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Employer;
 - 29.1.3 denominated in Pak Rupees;
 - 29.1.4 Have a minimum validity period of one year from the date of Award Notification or until the date of expiry of yearly support period.
 - 29.1.5 The successful Bidder shall submit a Bank Guarantee of 10% of the annual Revenue having validity period of One (01) Year and re-new the Bank Guarantee each year up to the contract period of Three **(03) years up to five (5)** (on a yearly basis), with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, five (5) days before the expiry period of the submitted bank guarantee.
 - 29.1.6 The proceeds of the Performance Security shall be payable to the Employer, on occurrence of any / all of the following conditions:
 - 27.1.6.1 If the MMSP commits a default under the Contract;
 - 27.1.6.2 If the MMSP fails to fulfill any of the obligations under the Contract
 - 27.1.6.3 If the MMSP violates any of the terms and conditions of the Contract.
 - 27.1.6.4 If the MMSP fails to pay quarterly payment in advance, provided that in this case only the portion of the performance guarantee amount deemed as shortfall will be deductible.
- 29.2 The MMSP shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the

MMSP.

30. Redressing of Grievances by the Employer

- 30.1 The Employer shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 30.2 Any bidder feeling aggrieved by any act of the Employer after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 30.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 30.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 30.5 Any bidder not satisfied with the decision of the committee of the Employer may follow the process mentioned vide Statutes and Regulations.

Contract for

PROCUREMENT OF MARKETING & MANAGEMENT FIRM FOR GENERATION OF NON-FARE REVENUE THROUGH LEASING OF SPACES AT ORANGE LINE METRO TRAIN PROJECT (OLMTP)

Between

PUNJAB MASSTRANSIT AUTHORITY



And

SUCCESSFUL BIDDER

Dated:

1 AGREEMENT

PROCUREMENT OF MARKETING & MANAGEMENT FIRM FOR GENERATION OF NON-FARE REVENUE THROUGH LEASING OF SPACES AT ORANGE LINE METRO TRAIN PROJECT (OLMTP).

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

BY AND BETWEEN

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

AND

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

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

2. RECITALS

WHEREAS,

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

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

3. COVENANT:

- 3.1 The MMSP hereby covenants with the Employer to pay the Employer, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of services.
- 3.2 The Employer hereby covenants with the MMSP to supply services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the MMSP to the Employer.

4. ANNEXES TO THE AGREEMENT:

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

4.1.11 Performance Security

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

5. SERVICES REQUIRED:

The scope of services is explained in section 11 of RFP

6. SIGNING OF THE AGREEMENT

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

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

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

Signature _____

Signature _____

Name:

Name:

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

I. GENERAL CONDITIONS OF CONTRACT

7. CONTRACT

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

8. CONTRACT DOCUMENTS AND INFORMATION

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

9. CONTRACT LANGUAGE

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

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

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

11. INSURANCE

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

12. EXECUTION SCHEDULE

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

13. PAYMENT

The procedure for payments to MMSP shall be as under:

The MMSP shall submit Bank Draft/ Pay Order/ Cheque in favor of “THE PUNJAB MASSTRANSIT AUTHORITY” at the start of each quarter of a year and within Seven (07) Working Days and as per quoted price in Payment Schedule given in Annexure-A.

14. CONTRACT PRICE

The quoted price, in the financial bid, is exclusive of all applicable taxes, fees or any other charges as per Laws of the Government of Pakistan.

15. CONTRACT AMENDMENT

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

16. ASSIGNMENT / SUBCONTRACT

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

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

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

18. FORFEITURE OF PERFORMANCE SECURITY

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

19. TERMINATION FOR DEFAULT

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

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

20. TERMINATION FOR INSOLVENCY

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

21. TERMINATION FOR CONVENIENCE

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

21.2 The Services which are complete, or are scheduled to be completed by the MMSP, within thirty working days after the receipt of such notice, shall be accepted by the Employer. For the remaining services, the Employer may elect:

a) To have any portion thereof completed and delivered; and

- b) To cancel the remainder services.

22. FORCE MAJEURE

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

23. DISPUTE RESOLUTION

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

24. STATUTES AND REGULATIONS

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

any kind arising out of or in connection with the Contract.

25. TAXES AND DUTIES

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

26. CONTRACT COST

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

27. AUTHORIZED REPRESENTATIVE

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

28. WAIVER

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

Annexure-A: Payment Schedule (to be filled by the bidder)

Quarter No.	Year	Amount (PKR)
1	01	
2		
3		
4		
5	02	
6		
7		
8		
9	03	
10		
11		
12		
	Total Amount (PKR)	

NOTE: Payment schedule is as per Clause 12. The bidder having Highest Total amount of the tender will be called the successful bidder.

Annexure-B: Technical Evaluation Criteria

1. In order to qualify, the bidders must achieve at least total of 70 points out of 100 points.
2. Bidders with 0 scores in criteria at serial number 5 or 6 or 7 shall be technically disqualified.
3. In case of JV, marks shall be evaluated jointly for all members unless stated otherwise.

Sr No.	CRITERIA	MAX. MARKS	SCORING CRITERIA	DOCUMENTS REQUIRED
1	Registration with: a) Parks and Horticulture Authority b) Punjab Employees Social Security Institution. c) Pakistan Advertising Association	09	Three Points for each Registration subject to the maximum of 9.	Attested copies of Registration Certificates
2	No. of years of experience working with any Masstransit/Transport organization at national or international level.	06	Less Than 2 = 0 Points > 5 = 06 Points	Attested Documentary Evidence
3	No. of Years of experience as Marketing Firm including but not limited to Leasing spaces for advertisement, shops, Kiosk, Branding and activation etc.	15	Less Than 2 = 0 Points 2 to 5 = 05 Points > 5 = 10 Points	Attested Documentary Evidence showing experience / work certificates / Contract Documents. (In case of JV applicable to any one member)
4	Number of (Marketing Professional) with 16 years education having more than 4 years of relevant experience.	15	Less Than 2 = 0 Points 3 = 06 Points 4 = 09 Points >5 = 15 Points	CVs / latest 3 months' Salary slips & Appointment Letters of the staff
5	Number of Clients with whom the bidder has done marketing business having worth PKR 10 Million or more	15	Less Than 2 = 0 Points 2 to 4 = 06 Points 5 to 7 = 09 Points 7 to 9 = 12 Points > 10 = 15 Points	Attested Experience Letters / Contract Documents / Any other valid evidence (In case of JV applicable to any one member)
6	Average Annual Turnover Business in last two years in PKR Millions.	20	Less than 50 = 0 Points 50 to 70 = 04 Points >70 to 90 = 08 Points >90 to 110 = 12 Points >110 to 130 = 16 Points >130 = 20 Points	Audited Financial Statements for the last two years
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	20	Less than 10 = 0 Points 10 to 20 = 04 Points >20 to 40 = 08 Points >40 to 70 = 12 Points >70 to 100 = 16 Points >100 = 20 Points	
	TOTAL	100		

Annexure -C: Terms and Conditions for Provision of Electricity

1. General Conditions

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

2. Electricity Connection

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

Option - A

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

Option - B

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

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

1. The MMSP shall arrange Electricity/sub-energy meter apparatus from LESCO for advertisements or any other works.

2. The MMSP shall pay the actual cost of the electricity consumed (i.e. KWh verified from sub-energy meter) based on the overall unit rate charged by LESCO.
3. The Client shall provide standby power supply from station as well as backup power through Generators installed in the MBS. The MMSP shall not be permitted to use any standby Diesel Generator of its own. The MMSP shall pay the original cost of generator on hourly basis.
4. A Single Phase (50Hz) Electric Power Supply shall be provided by the Client or a Three Phase Electric Power Supply shall be provided by the Client upon written approval and from designated points appointed by the representative of the Client.
5. The power supply will be extended by MMSP from meter to the rented premises. The G.I. conduit wiring /copper cables., shall be furnished by the MMSP at his/her own cost.
6. The MMSP shall engage the existing Electric company responsible for supply of Electricity to the station, to install sub-meter connection and for the Electric work outside the rented premises.
7. The Electricity Sub-meter shall be sealed the Client and is not to be tampered by MMSP in any circumstances.
8. Load bearing appliances such as Air Conditioner, Refrigerator, Freezer, Electrical Heater, Electrical Kettle and Microwave oven may be allowed subject to the prior written approval of the Owner.
9. The MMSP shall use suitable voltage stabilizers and power factor correction equipment as per his/her requirement.
10. The Energy consumed shall be charged based on Energy Meter Reading (KWH) and as per clause 2 of this section, which shall be taken once in a month on a nominated day by the Owner's representative.
11. The Client shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the MMSP, if the MMSP is in default of payment of the due charges.
12. The MMSP shall pay the full amount mentioned in the Monthly Bill as raised by the Client before the last date mentioned in such Monthly Bill.
13. The Client shall not be responsible for any interruption/diminution of supply.
14. The Electric supply shall be used only for the purpose for which it has been sanctioned and shall not be misused in any way to serve any other purpose.
15. The Electric supply shall not be extended/sublet to any other premises/party.

16. The MMSP shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
17. The Client shall be entitled to disconnect the service connection in the event of any default and/or non-compliance of statutory requirements.

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date:

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Operator shall furnish Performance Security, within ten (10) working days 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 Operator 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 Operator commits a default under the Contract;
2. If the Operator fails to fulfill any of the obligations under the Contract;
3. If the Operator 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 _____

Annexure -E: Supreme Court Orders

IN THE SUPREME COURT OF PAKISTAN
(Appellate Jurisdiction)

Present:

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

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

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

In attendance:

Mr. Salman Talibuddin, Additional Attorney General, Pakistan
Mr. Nisar Ahmed Durrani, Advocate General, Sindh
Mr. Adnan Karim, Additional Advocate General, Sindh
Mr. Mukesh Kumar Karara, Additional Advocate General, Sindh
Mr. Yasin Azad, ASC for Karachi Cantonment Board (CMA No.869-K of 2015)
Syed Jamil Ahmed, ASC and Mr. Khaleeq Ahmed, ASC for KMC
Mr. Nazar Hussain Dhoon, ASC for Defence Housing Authority
Mr. Sanaullah Noor Ghouri, ASC for Civil Aviation Authority
Mr. Sohail H.K. Rana, ASC for CEO, Karachi Cantonment
Rana Manzoor, CEO, Karachi Cantonment
Mr. Arfin Zubair Chaudhry, Additional CEO, Clifton, Karachi
Mr. Rabnawaz, CEO, Korangi, Karachi
Mr. Asif Ameer Khan, CEO
Ms. Ayesha Abro, Administrator, DMC
Lieutenant Colonel Khadim Hussain Changezi from Station Head Quarter, 5 Core
Lieutenant Imranul Haq, Senior Staff Officer, Legal to Commander Karachi
Lieutenant Shafiq-ur-Rehman, Assistant Director Legal Services, Naval
Mr. Muhammad Aslam Chaudhry, Legal Advisor, Karachi Cantonment

Syed Zahid Hussain, Officer Incharge, Control Room

Amicus curiae: Mr. Abdul Rehman, Advocate

Date of Hearing: 05.5.2016

ORDER

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

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

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

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

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

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

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

Notes:

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

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

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

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

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

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

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

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

Judge

Judge

Judge

Karachi, the
5th May, 2016

Annexure -F: Leasing of Spaces

It is clarify that the contents of the below presentation shall not in any way be taken or construed or interpret to affect/influence in any way whatsoever the terms and conditions of the Contract/Agreement to be signed between Employer and the highest evaluated bidder.

Leasing of Spaces:

Leasing & Renting
of Spaces at Orange Line
Metro Train (OLMT) stations.



Type of Leasing / Renting:

- Shops
 - Stalls
 - ATMs
 - Kiosks (Telecom Mobile & Accessories)
 - Vending Machines (Packed food items)
 - Books Stalls
 - Health Parameter Machine
-

Shops at Station:

Description:

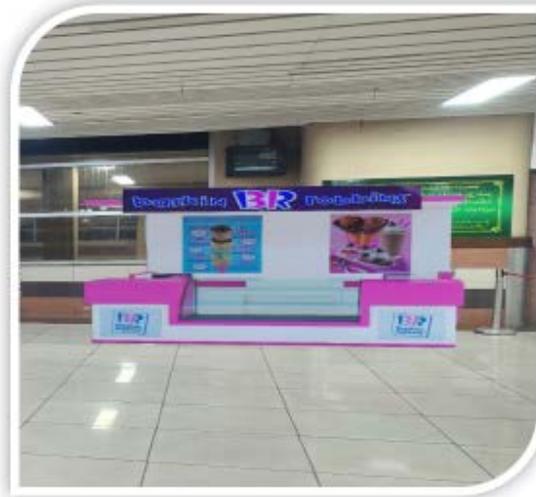
A Total 10 Shops are suggested to be placed at each Station of Orange Line Metro Train. OLMT have total potential of 260 Shops in all 26 Stations.

Shops at Station:



Shop No 1

Size:
(15*30) Sq Feet shop at Un-Paid Area.
Including Sitting Area.



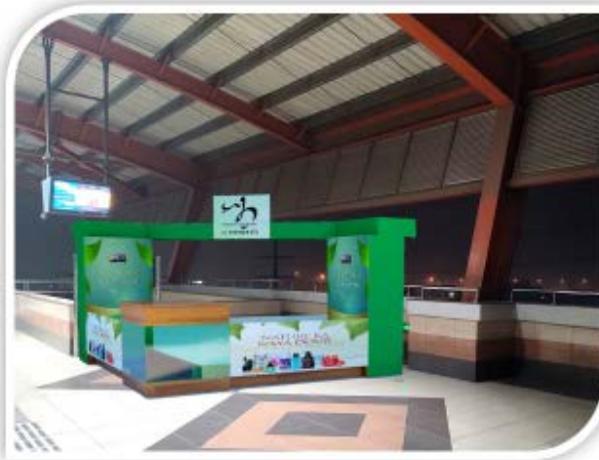
Shop No 2

Size:
(12*13) Sq Feet shop at Un-Paid Area.



Shop No 3 & 4

Size:
(10*10) Sq Feet shop at Un-Paid Area.
Two shops are suggested in that area.



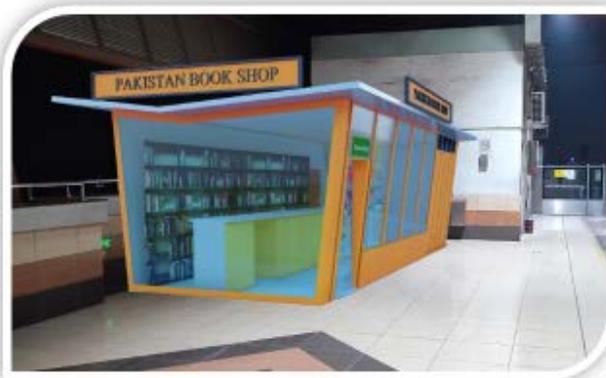
Shop No 5 & 6

Size:
(10*10) Sq Feet shop at Both Sides of Platform Area.
Two shops are suggested in that area.



Shop No 7 & 8

Size:
(10*10) Sq Feet shop at Both Sides
of Platform Area.
Two shops are suggested in that
area.



Shop No 9 & 10

Size:
(10*25) Sq Feet shop at Both Sides
of Platform Area.
Two shops are suggested in that
area.

Stalls at Station:

Description:

A Total 03 Stalls are suggested to be placed at each Station of Orange Line Metro Train. OLMT have total potential of 78 Stalls in all 26 Stations.

Stalls at Station:



Stall No 1

Size:
(05*10) Sq Feet stall at Un-Paid Area.



Stall No 2
Size:
(10*10) Sq Feet stall at Un-Paid
Area.



Stall No 3
Size:
(10*10) Sq Feet stall at Un-Paid
Area.

Bank ATMs at Station:

Description:

A Total 03 Bank ATMs are suggested to be placed at each Station of Orange Line Metro Train. OLMT have total potential of 78 ATMs in all 26 Stations.

Bank ATMs at Station:



Bank ATMs

2 ATMs Machines can be placed at Un-Paid Area and 1 ATM can be placed at Paid area of every Station.

Vending Machine at Station:

Description:

A Total 02 Vending Machines are suggested to be placed at each Station of Orange Line Metro Train. OLMT have total potential of 52 Vending Machines in all 26 Stations.

Vending Machines at Station:



Vending Machines

2 Vending Machines can be placed at both sides of station (Entry & Exit)

Health ATM at Station:

Description:

A Total 01 Health ATM is suggested to be placed at each Station of Orange Line Metro Train. OLMT have total potential of 26 Health ATMs in all 26 Stations.

Health ATM at Station:



Health Parameter Machine

1 Health Parameter Machine can be placed at each station (Paid Area).

**Orange Line Metro
Train Station Complete
(Tariff-Card) for
Leasing/Renting.**

**We divided the stations
in 3 categories.**

**We are proposing Tariff
Rates (tentative) as per the
Ridership & Location rate
of every station.**

Daily Rider Ship 5,000+ = A	
Daily Rider Ship 2,000 - 4,999 = B	
Daily Rider Ship Less then 2,000 = C	
A Category - Indoor & Outdoor Station	Rs. 250,000/- per month
B Category - Indoor & Outdoor Station	Rs. 200,000/- per month
C Category - Indoor & Outdoor Station	Rs. 150,000/- per month

- All Leasing & Renting Options will be available for One complete Month.
- Art work cost and execution cost will be paid by the MMSP.
- Shops/Stalls/ATMs/KISOKs/Vending Machines/Book stalls/Health Parameter Machines or any proposed Leasing/Renting cost with cleanliness & maintenance are to be managed by MMSP.

Reserved Price for Leasing & Renting:

Categories	Number of Stations	Monthly Reserved Price PKR	Yearly Reserved Price PKR
A	8	2 Million	24 Million
B	10	2 Million	24 Million
C	8	1.2 Million	17 Million
Total	26	5.2 Million	62 Million

TECHNICAL PROPOSAL SUBMISSION - STANDARD FORMS

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

FORM TECH-0	Cover Letter.
FORM TECH-1	Technical Proposal Submission Form.
FORM TECH-2	Joint Venture Details
FORM TECH-3	Details Required for Technical Evaluation
FORM TECH-4	Financial Strength
FORM TECH-5	Power of Attorney
FORM TECH-6	Undertaking
FORM TECH-7	Integrity Pact
FORM TECH-8	Affidavit for Non-Blacklisting

FORM TECH-0 COVER LETTER

[Date]

To _____
(Name and address of Client)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Operation) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Client)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Date]

To __(Name and address of Client / Client)___

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

FORM TECH-2 JOINT VENTURE DETAILS

To be filled in case of Joint Venture only

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

FORM TECH-3 DETAILS REQUIRED FOR TECHNICAL EVALUATION

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

1	Registration with : a. Parks and Horticulture Authority b. Punjab Employees Social Security Institution. c. Pakistan Advertising Association	a. Yes / No b. Yes / No c. Yes / No
2	No. of years of experience working with any Masstransit/Transport organization at national or international level.	Yes / No
3	No. of Years of experience as Marketing Firm including but not limited to Leasing spaces for advertisement, shops, Kiosk, Branding and activation etc.	
4	Number of (Marketing Professionals) with 16 years education having more than 4 years relevant Experience.	
5	Number of Clients with whom the bidder has done marketing business having worth PKR 10 Million or more	
6	Average Annual Turnover Business in last two years in PKR Millions.	
7	Net Worth in Last Year in PKR Millions (Total Assets - Total Liabilities)	

FORM TECH-4 FINANCIAL STRENGTH

The following financial data form shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners.

Information from Balance Sheet:(In PKR) for the last Fiscal Year	
(1) Total Assets	
(2) Current Assets	
(3) Total Liabilities	
(4) Current Liabilities	
Information from Income Statement: Total Revenue (including subsidy from the Government if any) for last two (02) applicable Fiscal Years: (In PKR)	
(5) First Year	
(6) Second Year	

Current Ratio (2) / (4)	
Debt Ratio (3) / (1)	
Average Annual Turnover [(5) + (6)] / 2	

Provide information on current or past litigation or arbitration over the last two (2) years as shown in the form below if any:-		
Year	Matter in Dispute	Value of Award Against the Bidder (PKR)

Bidder has to provide copies of the original audited financial statements for the last two financial years. In case the currency used in financial audited statements is not PKR, use the PKR equivalent figures required in the Form Tech4 worked out by using the average exchange rate for the relevant time period obtained from xe.com. Where the financial statements are not in English, attested and notarized English-copies of the Income Statement (and Statement of Other Comprehensive Income), Balance Sheet, Statement of Cash Flows and Statement of Shareholders' Equity must be provided.

Authorized Signatures with Official Seal

FORM TECH-5 POWER OF ATTORNEY

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

We [name of the company and address of the registered office] do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing National Identity Card (CNIC) of PAKISTAN OR equivalent as in Bidder's country of origin. (Ref No _____, copy enclosed) who is presently engaged with us and holding the position of _____, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for [Name of the Tender] in response to the tenders invited by the Punjab Masstransit Authority including signing and submission of all documents and providing information/responses to Punjab Masstransit Authority in all matters in connection with our Bid.

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

Dated this ____ day of ____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Instructions for preparation of power of attorney

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

FORM TECH-6 UNDERTAKING

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

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

FORM TECH-7 INTEGRITY PACT

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

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

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

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

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

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

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

Signature & Stamp

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

FORM TECH-8 AFFIDAVIT FOR NON-BLACKLISTING

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

In response to the Tender Document for [*Tender Name*] We hereby solemnly declare that presently [*Name of Bidder / Supplier*] is having unblemished record and is not presently blacklisted on any grounds whatsoever by any Government entity (Federal, Provincial, Local Body) or Public Sector Organization in the country of origin and Pakistan.

It is understood that if this declaration is found to be incorrect for [*Name of Bidder / Supplier*] or any member in case of Joint Venture, then without prejudice to any other action that may be taken, our Tender Security shall be forfeited in full and our bid shall be cancelled.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

FINANCIAL PROPOSAL SUBMISSION - STANDARD FORMS (SINGLE STAGE ONLY)

Financial Proposal (Single Stage Only) Standard Forms shall be used for the preparation of the Financial Proposal as required in this Request for Proposal.

FORM FIN-1	Financial Proposal Submission Form.
FORM FIN-2	Price Table
FORM FIN-3	Tender Security Format

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

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

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of PKR (insert amount in words and figures). This amount is exclusive of all applicable taxes as per Laws of the Government of Pakistan, fees, charges, electricity bills etc. The quoted price shall be final and the Client shall not be liable to pay any liability to the MMSP.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the clauses 21 and 22 of RFP.

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

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

Signed

In the capacity of:

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

Date:

FORM FIN-2 PRICE TABLE

Quarter No.	Year	Amount (PKR)
1	01	
2		
3		
4		
5	02	
6		
7		
8		
9	03	
10		
11		
12		
	Total Amount (PKR)	

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of duly authorized by

Note:

- 1. The total amount will be based as per Clause 12. The bidder having amount with highest total value will be the successful bidder.**
- 2. Highest quoted value less than the minimum assured value (Reserved Price) will not be acceptable and shall result in rejection of the bid.**
- 3. No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

FORM FIN-3 TENDER SECURITY FORMAT

WHEREAS [Name and Address of the Bidder] has submitted Tender against _(Insert title of assignment)_ (hereinafter called "the Tender") to the Punjab Masstransit Authority 5th Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore (hereinafter called "the Client")

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Bidder 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 Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder does not accept the corrections of his Total Tender Price; or
3. If the Bidder, having been notified of the acceptance of the Tender by the Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

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

Provided further that any demand(s) / claim(s) from the Client shall reach the Guarantor within thirty working days after the expiry of the bid validity period.

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

Date this _____ day of 20__.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____