

RFP for

**PAINT WORKS FOR MULTAN METROBUS SYSTEM (MMBS) FROM BZU  
TO CHOWK KUMHARAN  
Between**

**PUNJAB MASSTRANSIT AUTHORITY**

And

**Contractor**

**Dated: .....**



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## Important:

- This Request for Proposal ('RFP') does not constitute a binding agreement or an offer or invitation by the Punjab Masstransit Authority (PMA), hereafter referred to as Client, to any party other than the qualified Bidders to submit the Bids. The principal purpose of this RFP is to provide the Bidders with information that shall form the basis of their proposals or bids. This RFP contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may 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 i.e. PMA 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 (PPRA) (<http://www.ppra.punjab.gov.pk>) or the Punjab Masstransit Authority ([www.pma.punjab.gov.pk](http://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 instructions of the Government of the Punjab (GoPb) received during the completion of the operation.

## 1. Invitation to Bid

- 1.1 The Punjab Masstransit Authority invites bids for '**PAINT WORKS FOR MULTAN METROBUS SYSTEM (MMBS) FROM BZU TO CHOWK KUMHARAN**
- 1.2 The **Reserve Price** for this Tender is **PKR 49,957,349/-** and is inclusive of all applicable taxes as per Laws of the Government of Pakistan but is exclusive of Sales Tax on Services which shall be added by the Client over and above the

offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price.

- 1.3 **Punjab Procurement Rules 2014**, as amended from time to time, shall be strictly followed. These may be obtained from the website of Punjab Procurement Regulatory Authority (PPRA) [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk). In this document, unless otherwise mentioned to the contrary, "Rule" shall mean a Rule under the Punjab Procurement Rules 2014, amended from time to time.
- 1.4 As competent authority to accept the tender, Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.
- 1.5 As per Rule 12, 12(1) and 12(3), this Tender is being placed online at e-PADS, PMA's and PPRA's websites. The bidding document carrying all details can be downloaded from following websites.

<https://punjab.eprocure.gov.pk>

<https://www.ppra.punjab.gov.pk>

<https://www.pma.punjab.gov.pk>

- 1.6 There shall be no tender fee for downloading bidding document or for submission of e-bids under the e-procurement system.
- 1.7 This is a National Tender with response time not less than 15 days as per Rule 14.

### 1.8 **Type of Bidding**

As per Rule 38(2)(a) i.e. Single Stage - Two Envelope Procedure with respect to e-procurement system shall be followed as under:

- i) The bids (Technical Proposals and Financial Proposals) complete in all respect shall be submitted online by uploading PDF Files on e-PADS.
- ii) Original Bid Security Instrument, Tender Forms, Affidavits, etc. shall be submitted in addition to the soft copy uploaded on the e-PADS.
- iii) Initially, only the Technical Proposal of e-bids shall be opened on e-PADS.
- iv) The Financial Proposals will remain unopened on the e-PADS until the specified time of their opening.
- v) The Technical Proposals will be evaluated in a manner as per the clauses mentioned in this document; and the Technical Proposal(s) which do not conform to the specified requirements as listed in said document will be rejected.
- vi) The Financial Proposals of technically qualified bidders shall be opened publicly on e-PADS at a time, date and venue announced and communicated to the bidders in advance. The Financial Proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.
- vii) The technically qualified bidder with lowest evaluated Financial Bid will be the successful bidder, subject to approval of the Competent Authority.

## 2. Bidding Details (Instructions to Bidders)

- 2.1 All bids must be accompanied by a Demand Draft / Pay Order/ Bank Guarantee of **PKR 800,000/- (PKR Eight Hundred Thousand Only) as bid security in favor of “Masstransit Authority Non-Fare Revenue Fund Account”** issued by a scheduled bank allowed carrying financial transactions in PAKISTAN.
- 2.2 The bid security in term of 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 **1100 hours on dated June 04<sup>th</sup>, 2026**. The Technical bids will be publicly opened in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore at **1130 hours on dated June 04<sup>th</sup>, 2026**.
- 2.3 The Punjab Masstransit Authority shall hold a clarification meeting at **1100 hours on dated May 25<sup>th</sup>, 2026** the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. The minutes of Clarification Meeting will be made public by uploading on EPADS official website and shall be deemed as part of the RFP. All queries shall be responded to within due time. No query shall be responded if received after the Clarification Meeting.
- 2.4 The bidders must submit their bids on the basis of complete fulfillment of Requirements. Failure to meet this condition will cause disqualification of the bidders. The bidders 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 24 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 details for all correspondence in relation to this bid is as follows:  
**Email:** [Sajawal\\_b@yahoo.com](mailto:Sajawal_b@yahoo.com) (Consultant contract and Procurement)  
[Engr.asifali1@gmail.com](mailto:Engr.asifali1@gmail.com) (Procurement Assistant)  
Punjab Masstransit Authority  
5th Floor, Arfa Software Technology Park (ASTP), Lahore, Pakistan.
- 2.5 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. Client 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, Client reserves the right to cancel the tender, or reject all bids prior to acceptance of bid as per PPRA Rule 35.

- 2.6 All bids must be accompanied by bid security as part of e-bid in Favor of “Masstransit Authority Non-Fare Revenue Fund Account” .
- 2.7 All interested bidders are required to register themselves by visiting the following link established by PPRA and become a register supplier under e-procurement system.  
<https://punjab.eprocure.gov.pk>
- 2.8 After registering on e-procurement system, the potential bidders are required to familiarize themselves with e-PADS which will be the only portal for submission of e-bids.
- 2.9 The e-bids (complete in all respects) must be submitted on e-PADS latest by **1100 Hours on 04<sup>th</sup> June, 2026**. Physical Bids received through courier service or delivered by the bidder, shall not be accepted. The bidder must submit original Bid Security Instrument, Tender Forms, Affidavits, etc. in an envelope clearly marked with the Tender Name, Bidder Name, Bidder Address and Bidder Phone Number in the office of the Punjab Masstransit Authority located at 5th floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore, Pakistan, on or before **1100 hours on 04<sup>th</sup> June 2026**, in addition to the soft copy uploaded on the e-PADS.
- 2.10 e-Bids will not be accepted on the e-PADS, after closing time. However, if any e-bid is submitted on the system after closing time due to some technical glitch in the e-PADS, in that case bid shall be declared late, rejected returned unopened to the Bidder.
- 2.11 The Technical Proposals of e-bids will be opened on the e-PADS in the Committee Room of the Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), at **1130 hours on 04<sup>th</sup> June 2026**. The Financial Proposals will remain unopened on the e-PADS until the specified time of their opening.
- 2.12 Any aforementioned bid documents (need to be submitted in original hard form) received by the Purchaser after the abovementioned deadline for submission of Bids shall be returned unopened to such Bidder. Delays in the mail, delays of person in transit, or delivery of these bid documents to the wrong office shall not be accepted as an excuse for failure to deliver at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which timely delivery of these bid documents will be accomplished either in person, by messenger, courier service or by mail.
- 2.13 The Punjab Masstransit Authority shall hold a Clarification meeting at **1200 hours on 25<sup>th</sup> May 2026**; in the Committee Room, Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Lahore, PAKISTAN. The bidders in case of any queries for seeking clarifications may send their queries in writing on e-PADS or via e-mail at the above contact detail or at the office of Punjab Masstransit Authority, 5th Floor, Arfa Software Technology Park (ASTP), Main Ferozpur Road, Lahore, PAKISTAN till the clarification meeting 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.
- 2.14 The Bidder must submit proposal in full conformity of the requirements mentioned vide this document. Failure to meet this condition will cause disqualification of the Bidder and subsequent rejection of the relevant proposal. Alternative bids will not be

considered. The attention of Bidder is drawn to the provisions of Clauses 16, 24 & 26 on "Preparation / Submission of Bid", "Determination of Responsiveness of Bid" and "Rejection & Acceptance of Bid" respectively before preparing and submitting the proposal.

2.15 The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation of bids or delivery of documents required in hard copies (Bid Security, Tender Forms, Affidavits, etc.).

**PAINT WORKS FOR MULTAN METROBUS SYSTEM (MMBS) FROM BZU TO  
CHOWK KUMHARAN**

This CONTRACT AGREEMENT is made on this    [date] day of    [month],    [year] (hereafter referred to as "**Agreement**")

**BY AND BETWEEN**

THE PUNJAB MASSTRANSIT AUTHORITY (PMA), established under The Punjab Masstransit Authority Act XXXIII of 2015, having its head office at 5<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, through its Executive Director-I (Operations), PMA (hereinafter referred to as the "**Client**"), which expression 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, on the ONE PART;

**AND**

**[Contractor Full Name]** through its [Signatory Name] having its registered office **[Complete Address]** (hereinafter referred to as the "**Contractor**") which expression shall include its successors-in-interest, legal representatives, executors, administrators, transferees, attorneys and permitted assigns on the OTHER PART.

The Client and the Contractor are hereinafter collectively referred to as the "Parties" and individually as the "Party".

**WHEREAS,**

- (a) The Client has invited bids for \_\_\_\_\_ as described in detail in the Tender Document;
- (b) Upon conclusion of the bidding process, the Client has accepted the bid of the Contractor for a total sum of PKR \_\_\_\_\_; and
- (c) The Contractor, having represented to the Client in its submitted bid, that it has the required professional skills, personnel, technical and financial

resources, has agreed to complete the works and provide services on the terms and conditions set forth in this Contract.

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

## **1. DEFINITIONS**

- 1.1 “Bidder”** means a registered company or joint venture that has been prequalified by the Client under the category of Civil Works and has submitted its bid as per the criteria/specifications listed.
- 1.2 “Client/Procuring Agency”** means Punjab Masstransit Authority (GoPb)
- 1.3 “Confirmation”** means confirmation in writing.
- 1.4 “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.
- 1.5 “Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 1.6 “Contractor”**: The one technically qualified bidder with lowest financial bid, who has the probability of award of contract for Paint works, subject to necessary approvals and applicable policies.
- 1.7 “Engineer In-charge”** means concerned Engineer /Assistant Director Operations MMBS/ Field Inspector of PMA.
- 1.8 “GoPb”** means Government of the Punjab.
- 1.9 “GoP”** means Government of Pakistan.
- 1.10 “MMBS”** Multan Metrobus System.
- 1.11 “NJB”** means New Jersey Barrier.
- 1.12 “Non-Operational Hours”** means non-operational hours of MMBS during 11:45 PM to 5:00 AM.
- 1.13 “PMA”** is a Punjab Masstransit Authority, established by the Government of Punjab.
- 1.14 “PPEs”** means Personal Protection Equipment
- 1.15 “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.
- 1.16 “Proposal”** means the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.
- 1.17 “RFP”** means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.
- 1.18 “SCC”** means the Special Conditions of Contract.
- 1.19 “Services”** means the services to be provided by the Contractor under the Contract.
- 1.20 “TEC”** means the Tender Evaluation Committee, constituted for the purpose of evaluating the Proposals received.
- 1.21 “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.

**1.22 "Works"** means work to be done by the Contractor under the Contract.

2. The following shall be deemed to form and be read and construed as part of this Contract:

2.1 Letter of invitation of bid /RFP

2.2 Bidder Eligibility Criteria

2.3 Bidder Technical Proposal

2.4 Bidder's Financial Proposal

2.5 Acceptance Letter (Letter of Intent)

2.6 Terms and Conditions of the Contract

2.7 The Technical Specifications

2.8 Price Schedule Form

2.9 Pre-qualification Documents/Affidavit(s)

3. 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.

4. In consideration of the payments to be made by the Client to the Contractor, the Contractor hereby covenants with the Procuring Agency to provide the goods and

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract Agreement.

5. The Client hereby covenants to pay the Contractor in consideration of the provision of the Works and Services and the remedying of defects therein; the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed in the Contract Agreement.

6. The Contract Agreement may be varied or amended only by mutual consent of the Parties. All such variations and amendments shall be binding only if they are in writing and signed by the duly authorized representatives of the Parties as per FIDIC regulations 2017 and Pakistan Engineering Council standard form of Contracts.

7. A waiver by either Party, in respect of any obligations under the Contract Agreement, shall only be effective if it is agreed upon by the other Party in writing and specifically expressed as a waiver and shall not operate as, or be construed to be, a waiver of any other obligation or provision of the Contract Agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Contract Agreement to be executed by their duly authorized representatives on the day, month, and year first above written.

For and on behalf of the Client:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Witness:

Name \_\_\_\_\_

CNIC \_\_\_\_\_

For and on behalf of the Contractor:

Name \_\_\_\_\_

Designation \_\_\_\_\_

Witness:

Name \_\_\_\_\_

CNIC \_\_\_\_\_

## **2. QUALIFICATION CRITERIA**

**I. Eligibility:** A minimum requirement for eligibility shall be:

- a. Must be a Sole Proprietor, registered Company with, AOP/SECP. This applies to all members of JV
- b. Registration with Pakistan Engineering Council (PEC) for at-least C-4 Category (this must be applicable for all Member of the JV)
- c. All applicants must have income tax registration. This applies to all members of JV
- d. Applicants have never been blacklisted with any Government Organization. This applies to single applicants, Association of persons and all members of Joint Venture.
- e. Passing Points are 65. The bidder must score at least 50% of the Points in each of the category.

**II. Evaluation Criteria:** Evaluation Criteria shall be the following;

**a. GENERAL EXPERIENCE:**

<b>Sr. No.</b>	<b>Description</b>	<b>Max Points</b>	<b>Detail Of Points</b>
<b>1.</b>	Projects worth PKR 50 million or more of similar nature (Construction/Maintenance) completed during last 05 years.	20	05 or more projects = 20 Points 03 to 04 projects = 15 Points 01 to 02 projects = 10 Points
<b>2.</b>	Projects worth PKR 20 million or more of similar nature (Construction /Maintenance) in hand.	10	03 or more projects = 10 Points 01 to 02 Projects = 05 Points
<b>3</b>	Status of active enlistment with at least 02 other Government Organizations and agencies.	05	Yes = 05 No = 00
<b>Sub Total</b>			<b>35</b>

**b. PERSONAL CAPABILITIES:**

Sr. No.	Description	Max Points	Detail Of Points
1.	<p>Number of Engineers (BSc / BS) Civil Engineer in Employment of the Firm.</p> <p>1. Numbers of Engineers 2. Experiences of Engineers</p>	<p>08          07</p>	<p><b>No. of Engineers:</b> <u>02 Points for each Engineer &amp; max. of 08 Points are given</u></p> <p><b>Experience:</b> 07 Marks will be given if the individual experience of at least 3 no. of B.Sc. Engineers is equal to 08 years or above. For less than 3 no of B.Sc. Engineers having individual experience of 5 years, marks will be given as per following formulas: = ( A/3) * 7 A = No. of Engineers having individual experience of 0 5 years or above.</p>
2.	<p>Experience of Diploma technicians in number of Years (Lead engineer).</p> <p>1. Number of Diploma Civil/elec/Mech Engineers 2. Experience of Engineers</p>	<p>05          05</p>	<p><b>No. of Engineers:</b> <u>01 Point for each Engineer &amp; max. of 05 Points are given.</u></p> <p><b>Experience:</b> 05 Marks will be given if the individual experience of at least 4 no. of diploma technicians is equal to 05 years or above. For less than 4 no of diploma technicians having individual experience of 5 years, marks will be given as per following formulas: = ( A/4) * 5 A = No. of Engineers having individual Experience of 05 years or above.</p>
<b>Sub Total</b>			<b>25</b>

**c. EQUIPMENT CAPABILITIES:**

<b>Sr. No.</b>	<b>Description</b>	<b>Max Points</b>	<b>Detail Of Points</b>
1.	List of Equipment's	10	01 Point of each equipment and max of 10 point are given (Contractor has to submit the relevant documents)
<b>Sub Total</b>			<b>10</b>

**d. FINANCIAL SOUNDNESS:**

<b>Sr. No.</b>	<b>Description</b>	<b>Max Points</b>	<b>Detail Of Points</b>
1.	Available Bank Credit Line	05	Less than 30 million = 00 Points 30 to 60 million = 2.5 Points More than 60 million = 05 Points
2.	Working Capital & Turnover for Last 03 Years	10	Less than 70 million = 00 Points 70 to 120 million = 5 Points More than 120 million = 10 Points
3.	Active Taxpayer List	05	No Point shall be given in case of In-Active
4.	GST Registrations	05	No Point shall be given in case of In-Active
5.	Blacklisting	05	No point shall be given in case of Blacklisted
<b>Sub Total</b>			<b>30</b>
<b>Total Points</b>			<b>100</b>

### 3. SCOPE OF WORK

a. **Specific Requirements:**

- 1.1.1. The Contractor shall be responsible for carrying out painting and repainting activities for the Multan Metro Bus System (MMBS) in all respects, including but not limited to the overall steel structures and its components inside and outside, at grade level and at elevated sections up to the required height of Metro Bus Stations, corridor fences, grills, containers, louvers, doors, windows, shutters, cemented surfaces & concrete surfaces (interior & exterior), and any other structures or surfaces where painting is required, as specified and directed by the Client.
- 1.1.2. Take approval of paint quality and colors from the client before the execution of work.
- 1.1.3. The specifications of all goods and materials supplied under this Contract must strictly comply with the specifications provided herein. In the event that no specifications are provided for a particular item or work, the goods or materials shall conform to the standards of similar works or items previously executed at the site, subject to the Client's approval. Inferior quality work and items shall not be acceptable.
- 1.1.4. The contractor shall provide well trained personnel/team for the execution of paint works.
- 1.1.5. Contractor / Successful Bidder shall be responsible to provide all material, labor and machinery for the execution of this work i.e Ladders, Scaffoldings, Lifter, bucket truck etc as per the site requirement upto any height.
- 1.1.6. The Contractor must obtain written permission/permit or work, personnel, machinery & vehicles from the Client prior to performing within the corridor and at metro bus stations. The Contractor is responsible for providing the names of personnel and vehicle registration details to facilitate the timely issuance and renewal of entry permits by the Client.
- 1.1.7. Contractor will prepare the surface before paint. Scrap the surfaces well before the paint.
- 1.1.8. Contractor will fill the wall putty to make the surface smooth for paint work.
- 1.1.9. Upon completion of the painting work, the Station area will be cleaned, and any debris or waste will be properly disposed of. Contractor shall remove all paint stains form aluminum windows, doors, floors etc as per the direction of client
- 1.1.10. Contractor shall provide the execution plan with in the 2 days of after receiving of the LOA.

- 1.1.11. All safety precautions and measures will be taken to protect station assets, equipment, and the safety of passengers during the painting process. Workers will be trained and equipped with the necessary safety gear.
- 1.1.12. Contractor may conduct the paint test as per demand of Client.
- 1.1.13. The Contractor shall be responsible for arranging and providing the required labor, equipment, tools and machinery for painting works, as per the Client's instructions and specifications regarding quantity and deployment.
- 1.1.14. A final inspection will be conducted by the PMA to ensure that all work has been completed to the satisfaction. The work will be considered complete when all painting work and inspections have been successfully carried out.
- 1.1.15. The Contractor shall prepare and submit Work Completion and Verification Proformas duly verified and signed by the Field Inspectors and the concerned PMA Officer/Engineer In charge. The same shall be submitted along with the invoices, supported by proper pictorial evidences of the executed activities.
- 1.1.16. Due to ongoing operational activities, the Contractor shall be liable to carry out painting activities after bus operational hours wherever required, including but not limited to inside stations, pedestrian bridges, paint at corridor/track etc strictly in accordance with the directions and prior permission of the Client. Furthermore, the Client shall determine and notify which painting activities are to be performed during daytime and which are to be executed after bus operational hours, based on site requirements, and the Contractor shall be bound to comply with such instructions.
- 1.1.17. The Contractor shall be responsible for obtaining all necessary permissions from the relevant local government authorities for the safe use of public roads for deployment of ladders, scaffolding, lifters, bucket cranes, or any other required equipment prior to commencement of the activity, wherever required.
- 1.1.18. The Contractor shall be liable to fully cooperate with other service providers engaged by PMA and shall ensure smooth coordination during execution of works. The Contractor shall also ensure that no misbehavior, misconduct, or inappropriate conduct occurs during the performance of the assigned activities.
- 1.1.19. The Contractor shall strictly comply with all safety (PPEs) and security Standard Operating Procedures (SOPs) issued by the Client during the execution of the assigned works.
- 1.1.20. The Contractor shall maintain an adequate inventory of all materials/items, based on prevailing demand, to ensure timely completions of activity that are not readily available in the market.

1.1.21. The Punjab Masstransit Authority, Government of Punjab (GoPb), hereby invites proposals (hereinafter referred to as "Tenders") for Paint works related to the Multan Metrobus System (MMBS), as specified in this document. The scope of work to be executed by the Contractor is listed below:

**b. Paint Work**

1.3.1 Paints shall be applied at stations structure including but not limited to all steel structure components (interior & exterior) , data cabin, ticketing booth, doors, washrooms, water cooler stands, grills, emergency stairs, MS Sheets, water tank covers, cemented/concrete surfaces (interior & exterior) Genset area louvers, fences or where required and suggested by the client. Paint work shall be done according to the following specifications/methods:

- i. Polyurethane paint (Epoxy Paint), Weather shield paint, Enamel paint, and Emulsion Oil Paint, vinyl Emulsion Paint, acrylic paint, distemper using vinyl Emulsion paint, Thermoplastic Paint (TP), Chlorinated Rubber (CR) Paint, of approved quality & Color by the client.
- ii. Preparing surface and painting with Matt/Glossy high chemical resistant/ hardwearing Poly urethane paint (Epoxy Paint) by sprayer/Brush i/c the cost of Primer coat, all material and labor complete in all respects, as approved and directed by the Engineer in charge.
- iii. Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect, as approved and directed by the Engineer in charge.
- iv. Removal of all corrosion and paints from structure. Cleaning of old paint, Oil, grease and other contaminants shall be removed in accordance with procedures from Steel Structures Painting Council specification SSPC like SSPC-SP 1 SSPC-SP 2 or SSPC-SP 3
- v. New paint should meet the existing standards of paint. Contractor shall seek approval of paint specification from client before the execution of work.
- vi. The contractor shall provide all labor, materials, tools, supplies, equipment, transportation, bucket truck, scaffolding, ladders and supervision necessary to perform work.
- vii. Use paint colors which have already been applied at structure subject to the approval of client. Before execution of work contractor shall take approval of color and quality from the

- client.
- viii. PMA may recommend paint test to assess the quality of paint and associated cost shall have borne by the contractor.

#### **4. DURATION OF THE CONTRACT**

The duration of the Contract shall be six-month (06) month. However, the Contract may be extended for an additional six (06) month as per PPRA rules, with mutual consent of both parties' subject to satisfactory performance of the Contractor.

#### **5. GENERAL REQUIREMENTS.**

- i. Take all necessary safety measures during repair works to prevent any accident. In case of any injury/death caused due to negligence in such measures during or after the construction, a penalty of 25% of the bid value shall be levied. In addition, the Contractor shall bear all legal claims and court actions, if any, solely on his own. Disputes in this regard, if any, shall be dealt according to the Arbitration Act 1940.
- ii. Deploy adequate number of suitably skilled and well-equipped staff for the execution of the works. The Contractor shall ensure and be entirely responsible for the safety of its working staff and for the safety of other personnel inside the work- zone i.e. personnel of other service providers, commuters.
- iii. Conduct all activities such as mobilization, extraction, removal, dismantling and reinstallation in safe manner.
- iv. Be responsible for security of material/equipment/machinery during execution of work at a particular construction site. PMA shall not be responsible for any kind of theft or damage during work execution. In such an eventuality, the damage recovery shall be on part of Contractor. All access material shall be removed from the site immediately within one day after the completion of works.
- v. All the payments will be made as per actual work done verified by the PMA field team performed by the Contractor basis.
- vi. Be liable to compensate the Client for any damage caused to the property or daily operations of MMBS, or for any damage caused to any other service provider that is directly attributable to the repair Works/Services or for damage caused by any employee of the Contractor or otherwise. In such case the damage cost shall be assessed by the Client and his verdict shall be final.
- vii. Seek appropriate approvals, schedules and permissions from the Client for working inside the corridor and stations including but not limited to carrying any work force / material /equipment / machinery.

- viii. Be responsible for contract termination, barring from participation in the next tenders and forfeiture of defect liability/Bid security/Bank Guarantee amount in case of continuous negligence in meeting the time lines, for non-serious behavior of contractor towards work or for causing unreasonable delays. In such case PMA shall have the right to terminate the contract for default, forfeit performance security/Bank guarantee/ Bid security and engage another contractor for completion of works.
- ix. The Contractor shall be liable to pay damages as per actual specification for any loss incurred or any damage caused to movable or immovable property of the Client, on account of sub-standard, deficient or inadequate Services, or Services for reasons directly and solely attributable to the Contractor.
- x. The Client shall not accept any responsibility of the designated personnel in the event of death, injury, disablement or illness that may take place while performing/executing the contract. Any compensation, expenditure and legal liability towards the treatment of such injury or loss of life shall be the sole responsibility of the Contractor.
- xi. The contractor will be responsible to secure the work area by erecting appropriate barriers, including caution tape and a clearly visible signboard indicating that work is in progress. Violation may result in a penalty as per penalties mechanism.
- xii.** Be responsible for penalty in case of any non-compliance to the scope of work other than the liquidated damages.
  
- xiii. The Contractor shall be responsible for furnishing all labor, uniforms & equipment for proper discharge of duties & services.
- xiv. The Service Provider shall remain fully responsible for all contractual obligations. If, during the execution of work or services, additional workforce is required to ensure the timely completion of tasks or activities, the Service Provider shall deploy the necessary resources to address the shortfall.
- xv. The Contractor shall ensure that none of its personnel neither report to duty nor perform duty under the influence of alcoholic beverages or intoxicating substances etc.
- xvi. The Contractor's entire staff shall, at all times, remain polite, courteous, respectful, and responsive in their dealings with passengers, Authority officers, and other service providers.
- xvii. The Contractor agrees to ensure that employee is present and performing their duties as outlined in the Scope of Work on all scheduled workdays, unless otherwise authorized by the client.
- xviii. The Contractor shall facilitate the Client to inspect its services at any time and shall provide competent and experienced representatives to

assist and coordinate with the Client during such inspections. Further, the contractor shall furnish staff list containing detail of team with their basic information (Name, CNIC, Designation, Mobile Number etc.) and registration of vehicle used for maintenance works whenever required.

- xix. Commence paint works within 20 days of the award of contract in all respect from date of signing of Contract. Failure to comply with the aforesaid requirements shall result in imposition of liquidity damages at rate of PKR 10,000 per day but not exceeded more than 20 % of the produced invoice value.
- xx. The Contractor shall agree to remove from site, whenever required to do so by client, any employee considered by the client to be unsatisfactory or undesirable, with respect to the provision of this contract.
- xxi. Penalties shall be levied solely due to inadequate negligence/fault on part of the Contractor.
- Maximum penalty shall not exceed 20% of the monthly price.

Sr. No.	Fault Categories	Fine at the end of Month (PKR)
1	Carrying-out repair and maintenance works without seeking any permission from PMA	1,000/- Per Instance
2	Damage to PMA Property solely on part of the Contractor.	10,000/- (To be replaced / repaired by Contractor as per original specifications and timelines issued by PMA. Delay in timelines will be subjected to additional penalties from PKR 1000/- to 20,000/- as per Client's decision)
3	Falsification of Facts and Information or breach of confidentiality of information/documents	5,000/- per instance
4	Any act/instance which is non-conforming to Authority's Rules /scope of work/ Regulations / Contract/ Disobedience of Instructions given by PMA.	5,000/ x A - per instance/day (Where A = 1 to 10 depending on the sensitivity)

5	Paint is of inferior quality and not in accordance as specified in the contract and approved by the Client/Engineer In-chare	The work shall not be verified and shall not be considered eligible for payment.
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- xxii. The Contractor shall be obligated to execute the quantities specified in the Price Table/Bill of Quantities (BOQ) within the stipulated time period of the Contract, in accordance with the terms and conditions set forth therein. Failure to comply with the assigned quantities may result in forfeiture of the Performance Bank Guarantee/Performance Security and imposition of penalties in accordance with the applicable penalty mechanism of the Contract.
- xxiii. The Contractor shall provide name of personnel and registration details of vehicles, used for execution of activity and otherwise essential for the execution of services, requiring access to Metrobus corridor during non-operational hours. The Contractor shall immediately inform to the Client if there is any change in the schedule / work plan / work force etc.
- xxiv. In case of any works to be executed other than the items specified in the price table, Client may issue a work order to the Contractor. For issuance of work orders, the Contractor shall upon Client's directions submit a cost proposal along with any other particulars that may technically apply. The Client shall on receipt of such proposal, evaluate, review and approve the cost of and other particulars through work order issued to the Contractor, to procure such contents stipulated in the proposal with/without any modifications thereof, subject to mutual agreement between both parties. The Client shall reimburse the cost of Contractor for the works executed through work orders upon submission of invoice with valid evidence to establish cost by the Contractor.

## **I. GENERAL CONDITIONS OF CONTRACT**

### **6. PERFORMANCE SECURITY**

The successful Bidder shall furnish Performance Security amounting to 10% of the bid value within Six (6) working days of the receipt of the Acceptance Letter from the Client accompanied by Demand Draft / Pay Order/ Bank Guarantee issued by a scheduled bank operating in Pakistan denominated in Pak Rupees; Having a minimum validity period of six (06) months or the course of contract from the date of Award Notification. The proceeds of the Performance Security shall be payable to the Client, on occurrence of any / all of the following conditions if the Contractor commits a default under the Contract.

- a) If the Contractor fails to fulfill any of the obligations under the Contract.
- b) If the Contractor violates any of the terms and conditions of the Contract.
- c) If the Contractor delays the project without any valid and acceptable reason.
- d) Performance Security shall be returned upon successful completion of the project

### **7. CONTRACT**

The Client shall; after announcing the successful Bidder, issue letter of award send the Contract provided in the Tender Document, to the successful Bidder. Within three (03) working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Client.

### **8. CONTRACT DOCUMENTS AND INFORMATION**

The Contractor / Successful Bidder shall not, without the Client'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 Client in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor 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 Operator and the Client, shall be in English. The Operator 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 Contractor / Successful Bidder shall indemnify and hold the Client 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 Client will hold the exclusive rights to the contents of this program.

## **11. OWNERSHIP OF SPARE PARTS / REPLACED COMPONENTS**

Spare parts to be supplied to the Client, pursuant to this Contract, shall become the property of the Client when the Goods are taken over by the Client upon expiry of the contract. All defective components, to be replaced by the Contractor pursuant to the Contract, shall also become the property of the Client.

## **12. PAYMENT**

The procedure for payments to operator shall be as under:

- i. The Contractor shall submit Application for Payment (Invoice) to the Client after successful completion of the actual works and verification from the Client, in the prescribed form and on the quoted rates in the bid. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence (if any) and as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule with particulars of the items purchased and services provided during the execution of work.
- ii. The Client shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within seven (07) working days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defects/shortcomings in the Application for Payment or services provided.
- iii. The Client shall pay the amount verified in the Certificate of Payment within twenty-one (21) working days inclusive of seven days of issuance of Certificate of Payment. Payment shall not be made in advance. The Client shall make payment for the works done, to the Contractor, as per Terms of the Contract, in Pak Rupees, through crossed cheque.
- iv. After 30% completion of works, payment may be claimed through running bills subject to field verifications and satisfaction by the Client

### **13. CONTRACT PRICE**

- i. The quoted price, in the financial bid, is inclusive of all applicable taxes, as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the quoted amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.
- ii. The Contractor shall not change or demand to increase the quoted price(s) in bid/BOQ/Price table for the works, equipment and services provided and for other obligations discharged, under the Contract.

### **14. CONTRACT AMENDMENT**

The Client, at any time, by written notice served on the Operator, 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 Contractor shall, within specified number of 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 Client. The Contractor shall not execute the Change until and unless the Client has allowed the said Change, by written order served on the Contractor 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 Client and the Operator.

### **15. ASSIGNMENT / SUBCONTRACT**

The Contractor will not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Client's prior written consent. The Operator shall guarantee that any and all assignees / subcontractors of the Contractor 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.

**16. EXTENSIONS IN TIME FOR PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT**

If the Contractor / Successful Bidder encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Client 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 Contractor, extend the Contractor's time for performance of its obligations under the Contract.

**17. TERMINATION FOR DEFAULT**

If the Contractor fails/delays in performance of any of the obligations under the Contract / violates any of the provisions of the Contract / commits material breach of any of the terms and conditions of the Contract, or engages in any illegal activities; where such failure/breach/illegal activity has a material adverse effect on the operations of this Project, the Client may, at any time, without prejudice to any other right or action / remedy it may have, by written notice served on the Contractor, 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 Contractor does not cure its failure / breach/ illegal activity, within Seven (07) working days (or such longer period as the Client may allow in writing), after receipt of such notice.

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

**18. TERMINATION FOR INSOLVENCY**

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

## **19. TERMINATION FOR CONVENIENCE**

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

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

- To have any portion thereof completed and delivered; and
- To cancel the remainder and pay the Contractor for the remaining portion

## **20. FORCE MAJEURE**

- i. Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the Client or of the Contractor. 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 Client keeping in view all the circumstances and requirements of the Client.
- ii. The Contractor shall not be liable for liquidated damages, 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.
- iii. If a Force Majeure situation arises, the Contractor shall, by written notice served on the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Client in writing, the Operator 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.

## **21. DISPUTE RESOLUTION**

- iv. The Client and the Contractor 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.
- v. If, after thirty working days, from the commencement of such informal negotiations, the Client and the Contractor 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/Multan, Pakistan. The award shall be final and binding on the parties.

- vi. If the parties fail to resolve the dispute through mutual consultations, then the matter will be referred to three arbitrators, one to be appointed by each party and the third by the two appointed arbitrators.

## **22. STATUTES AND REGULATIONS**

The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Operator 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 Client indemnified against all penalties and liability of any kind for breach of any of the same. The Courts at Lahore/Multan 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.

## **23. TAXES AND DUTIES**

The Contractor shall be responsible for the payment, if any is required, of all Pakistani Taxes, Duties and 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, however; bid price **is exclusive of Sales Tax on Services** which shall be added by the Client over and above the quoted amount, as applicable/required under the relevant Tax Laws.

## **24. CONTRACT COST**

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

## **25. AUTHORIZED REPRESENTATIVE**

- a. The Client, or the Contractor 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.

- b. The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Client, or the Contractor.
- c. Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- d. 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.
- e. Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- f. If the Contractor questions any decision or instruction of the Authorized Representative of the Client, the Contractor may refer the matter to the Client who shall confirm, reverse or vary such decision or instruction.

## **26. 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.

## **27. CONFLICT OF INTEREST**

All employees of PMA whether part of any particular procurement or otherwise upon Cognizance of the fact that any blood relation (parents, brother, sister, children) of theirs is a bidder in any PMA procurement must immediately inform in writing, the head of Procuring Wing before award of the contract. Concealment shall lead to disciplinary action against the employee.

27. **ANNEX-A PRICE TABLE/BILL OF QUANTITIES OF GOODS/MATERIALS AND SERVICES: -**

<b>PAINT WORKS FOR MULTAN METROBUS SYSTEM (MMBS) FROM BZU TO CHOWK KUMHARAN</b>							
<b>Sr. No.</b>	<b>Items/Work Description</b>	<b>UNIT</b>	<b>Qty</b>	<b>Services</b>	<b>GOODS / MATERIAL</b>	<b>TOTAL</b>	<b>Amount (PKR)</b>
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D=B+C</b>	<b>E=A*D</b>
<b>1</b>	<b>PAINT WORKS</b>						
	<b>METAL SURFACE</b>						
1.1	Scraping, brushing and removing old paint from metal.	SFT	50000				
1.2	Preparing surface and painting with Matt/Glossy high chemical resistant/hard wearing Polyurethane paint (Epoxy Paint) by sprayer / Brush i/c the cost of Primer coat, all material and labor complete in all respects as approved and directed by the Engineer In charge. (i) Priming Coat (ii) Each and subsequent Coat	SFT	600000				
1.3	Painting guard bars, gates of iron bars, gratings, railing (including standards, braces etc.) and similar open work:- i) first coat ii) each subsequent coat	SFT	300000				
1.4	Painting corrugated surfaces, patent roofing, etc. with oil paint. i) first coat ii) each subsequent coat	SFT	7500				
<b>2</b>	<b>CEMENTITIOUS/CONCRETE SURFACES</b>						
2.1	Scraping: - b) Ordinary distemper, oil bound distemper, or paint of wall.	SFT	1000				

2.2	Providing and applying wall putty of 2mm thickness over plastered surface (new surface) to prepare the surface even and smooth complete in all respect.	SFT	5000				
2.3	Providing and applying weather shield paint of approved quality on external surface of building including preparation of surface, application of primer complete in all respect: a) new surface: i) 1st coat ii) 2nd coat	SFT	25000				
2.4	Removing paint or varnish from wall.	SFT	5460				
2.5	Distempering using Vinyl Emulsion Paint:- b) old surface:- i) one coat ii) two coats	SFT	10000				
2.6	Painting old surfaces with Enamel Paint:-Painting doors and windows, any type: i) first coat ii) each subsequent coat	SFT	1500				
2.7	Painting Traffic Lane 5" (125 mm) wide with reflective chlorinated rubber (CR) paint complete in all respect.	RFT	9450				
2.8	Painting Traffic Lane Marking of specified width (1.5mm thick) with Thermoplastic (TP) Paint including Glass Beads, complete in all respect, as approved and directed by Engineer Incharge. ii) 6" wide	RFT	20000				
<b>TOTAL AMOUNT PKR: -</b>							<b>XX</b>

Notes to the Price Table:

- 1) *No advance payments will be made. Payment of Parts/equipment will be made as per items executed in actual.*
- 2) *The quoted price is inclusive of all applicable taxes as per Laws of the Government of Pakistan but Exclusive of GST on Services.*
- 3) *Lowest value of "XX" will determine the successful bidder, provided mandatory requirements are met.*

Date \_\_\_\_\_  
Company Seal

Signature of authorized person with

Place \_\_\_\_\_

Name:

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

[Location, Date]

To \_\_ (Name and address of 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)\_\_** . Our attached Financial Proposal is for the sum of PKR \_\_ (insert amount in words and figures) \_\_. This amount is inclusive of all applicable taxes as per Laws of the Government of Pakistan, but is exclusive of Sales Tax on Services which shall be added by the Client over and above the offered amount, as applicable/required under the relevant Tax Laws, to arrive at the Contract Price. Accordingly, the Contract Price shall be subject to adjustments for change in rate of Sales Tax on Services as and when applicable.

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, i.e. three (03) months from the submission date.

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

We understand you are not bound to accept any Proposal you

receive. Signed

In the capacity of:

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

Date:

## **Annexure-C: Format of Power-of-Attorney**

### **POWER OF ATTORNEY**

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

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

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

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

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**Annexure-D: Undertaking**

**UNDERTAKING**

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

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of