

**REQUEST FOR PROPOSALS (RFP)**

**for**

**Indoor Advertising Services Management at Peshawar BRT Stations**

**Tender No. TPC/BD/RFP/IDAS/2020-21/003**

Date: December 4, 2021

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## SECTION 1 - DEFINITIONS

1.1.1 The following words or terms shall have the following meanings in this Request for Proposals:

**Advertising Locations** includes louvers, static/still glass, escalators and elevators as mentioned under **Annex-B**;

**Advertising Product** is a tool to disseminate Advertising Contents and includes backlit boards, Vinyl/one Vision (double sided) and Digital Kiosk;

**Advertising Contents** to be displayed by the Service Provider for promotion i.e., static contents, imagery, and visuals;

**Affiliate** means a corporation or entity effectively under the Control of, or in Control of, a Bidder or associated with a Bidder under common ownership and Control.

**Bidder** means a legal entity and includes an individual/sole proprietor, firm, company, partnership, corporation, Consortium or joint venture of individuals/firms/companies which participates in the Bidding Process.

**Bid Bond** has the meaning given to it in paragraph 6.4.7.

**Bidding Process** or **Bidding** means the process beginning from the publication of the Request for Proposal until the signing of the Service Agreement.

**BRT** means a flexible, rubber-tired rapid transit mode that combines stations, bus stops, vehicles, services, running ways, and technological elements into an integrated system.

**Coercion, Collusion, Corrupt Practices, Fraud, Restrictive Practices and Undesirable Practices** have the meanings given to them in paragraph 8.4.2.

**Consortium** means an unincorporated association of juridical persons bound by contract or law, solidarily undertaking by mutual written agreement a common enterprise which is to participate in the Bidding Process.

**Consortium Member** means any of the juridical persons comprising a Consortium, each having a definite interest in the common undertaking, solidarily liable in the Proposal and whose interest may be converted into an equivalent equity participation in the corporation that will become a service provider if the Consortium is awarded and accepts the obligation to provide the Required Services.

**Control** means, for purposes of defining an Affiliate, the power to direct or cause the direction of the management policies of a body corporate whether through:  
ownership of at least fifty per cent (50%) plus one share of the outstanding voting shares or (ii) ownership of at least twenty per cent (20%) of the outstanding voting shares and (a) possession of at least fifty per cent (50%) plus one share of the voting rights through voting trust or other voting agreements entered into at least one year before the Proposal Submission Date or (b) the ability to elect a majority of the members of the Affiliate's board of directors. In determining ownership by a corporation of the shares of another corporation, shares held both directly and indirectly will be counted. If the Bidder or Consortium Member was incorporated only within the last six (6) months, then the requirement herein that the voting trust or other voting agreement should have been entered into at least one (1) year before the Proposal Submission Date, will not be applicable.

**KPPRA** means the Khyber Pakhtunkhwa Public Procurement Regulatory Authority.

**Net Worth** means total assets minus total liabilities.

**Procurement Rules** means the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Services Rules of 2014.

**Proposal** means the bid submitted by a Bidder for the provision of the Required Services.

**Proposal Submission Date** means the date specified as such in paragraph 5.2.1.

**Required Services** has the meaning given to it under Section 4 and in the Service, Agreement attached to the RFP.

**Revenue** means total income received from sale of advertising locations.

**Service Agreement** means the service contract to be entered into between TransPeshawar Company and a Winning Bidder.

**Subcontractor** means an entity which may be engaged by a Winning Bidder to undertake a portion of the Required Services.

**TransPeshawar (The Urban Mobility Company) or “TransPeshawar Company” or “TPC”** means the entity responsible for BRT project design, procurement, implementation and ongoing BRT operations and management of service contracts, a public Company (Section 42 Company) registered on February 09, 2017 with Security Exchange Commission of Pakistan with address:

TransPeshawar (The Urban Mobility Company), First (1<sup>st</sup>) Floor, KPUMA Building Main BRT Depot Chamkani, Peshawar, Khyber Pakhtunkhwa, Pakistan.

**Winning Bidder** means the highest financial responsive bidder meeting the qualification requirement as determined by TransPeshawar Company.

## **SECTION 2 – NOTICE**

### **2.1 Introduction**

- 2.1.1 This RFP is provided to the recipient solely for use in preparing and submitting a Proposal in a competitive tender to procure the Required Services.
- 2.1.2 This RFP is being issued to the Bidders by TransPeshawar Company, a public agency under the Government of Khyber Pakhtunkhwa.

### **2.2 Disclaimer**

- 2.2.1 No employees or consultants of TransPeshawar Company:
  - (a) make any representation (express or implied) or warranties as to the accuracy or completeness of the information contained in this RFP or other document made available to a person in connection with the tender process for the Required Services and shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Peshawar Sustainable BRT Corridor System; or
  - (b) will be liable to reimburse or compensate a recipient for any costs or expenses incurred by the recipient in evaluating or acting upon this RFP or otherwise in connection with Peshawar Sustainable BRT Corridor System.
- 2.2.2 The RFP does not constitute a solicitation to invest or otherwise participate in the assignment.
- 2.2.3 The Bidding Process is conducted through the procedures specified in this RFP, in line with the principles of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 and the Procurement Rules, 2014.
- 2.2.4 The issuance of this RFP does not imply that TransPeshawar Company is bound to appoint a Winning Bidder or enter into a Service Agreement. TransPeshawar Company reserves the right to reject all or any of the Proposals received or otherwise discontinue the Bidding Process at any time.

## **SECTION 3 - PESHAWAR SUSTAINABLE BRT CORRIDOR SYSTEM DETAILS**

### **3.1 Background**

- 3.1.1 The Peshawar BRT system is an important part of the public transport system in Peshawar.
- 3.1.2 The total length of BRT corridor is approximately 28.0 kilometers, with an at-grade section of approximately 12 kilometers and elevated section of approximately 13 kilometers.
- 3.1.3 BRT services provide following the "Direct-Service" concept. According to this concept, routes start outside the BRT corridor, join and then pass along the BRT corridor and leave the corridor at different stations according to their existing route. When running on the corridor, the BRT vehicles pick up passengers from BRT stations, and when running outside BRT corridor, passengers board from curb-side BRT vehicle stops.
- 3.1.4 The system is an "open" BRT system, meaning that passengers validate and pay for their journey using their fare medium (e.g., a contactless smart card) via validators at the BRT vehicle doors.

### **3.2 Infrastructure**

- 3.2.1 Approximately 28.0-kilometre-long corridor for the Peshawar BRT consist of:
  - (a) BRT infrastructure (stations, dedicated lanes, depot) designed and built following international best practices and quality standards;

- (b) sidewalks, mixed-traffic lanes and non-motorized transport lane along the BRT;
  - (c) improvement of access roads and surrounding areas in favour of non-motorized transport and potential feeder services.
- 3.2.2 30 BRT stations with an average distance of approximately 900 meters between stations.

### **3.3 Operations**

#### **3.3.1 BRT System operated so that:**

- (a) BRT vehicles shall provide a combination of stopping and express services on the trunk routes;
  - (b) most stations have passing lanes in order to allow express BRT vehicles to overtake stopping BRT vehicles;
  - (c) passengers board onto and alight from BRT vehicles on the right-hand side from stations located in the median of the roadway that is part of the BRT infrastructure, or on the left-hand side from the pavement or comparable when off the BRT infrastructure;
- 3.3.2 The estimated maximum capacity of the system is approximately twenty thousand (20,000) passengers per direction per hour.
- 3.3.3 The estimated maximal load during the morning peak hour is approximately five thousand (5,000) passengers per direction per hour.

## **SECTION 4 – ADVERTISING SERVICES MANAGEMENT AND QUALIFICATION REQUIREMENTS**

### **4.1 Required Services**

#### **4.1.1 Summary**

TransPeshawar intends to outsource Indoor advertising management services which includes provision, installation, operation/sub-letting and maintenance of Advertising Products at designated Indoor Advertising Locations (Annex-B) and undertaking of mandatory work from Chamkani to Karkhano Station as provided for in the Service Agreement against payment of Contract Price as per terms and conditions of the Service Agreement to the TPC. The detailed scope is provided in the Service Agreement.

#### **4.1.2 Objectives**

- (a) Utilizing advertising product in way that optimize advertising effectiveness and revenue generation;
- (b) Reflecting modern advertising approaches that create an attractive environment for the travelling public; and
- (c) Reflecting static content and visuals that are integrated into the Peshawar BRT bus stations, aesthetically pleasing and consistent with the BRT stations finishes.

#### **4.1.3 Detailed Tasks**

- (a) Digital Kiosks will be utilized for occupying advertising locations;
- (b) The services provider shall provide, install, operate/sub-let and maintain advertising product including provision of electrical, communications and fiber connections at designated advertising locations;
- (c) Inspections and cleaning of all advertising product and taking all necessary actions to maintain the advertising product in “as new” condition;

- (d) No advertising product will be permitted blank at any time. The blank advertising product will be utilized for hoisting public service content/BRT promotional material or filler content to supplement current advertising product; and
- (e) Performance of mandatory work.

**4.2 Qualification Requirement / Criteria**

- 4.2.1 The bidder meeting the following criteria shall be considered qualified for consideration of financial price:
- (a) Individual/sole proprietor shall be Pakistani national having CNIC or registered as a firm/company with registrar of firms or SECP (In case of JV mandatory for all members);
  - (b) Registered with FBR and reflected on the Active Tax Payer List of FBR (In case of JV mandatory of all members);
  - (c) Registered with KPRA for Sales Tax on Services (In case of JV mandatory of all members);
  - (d) Service provider is not blacklisted from any provincial or federal public entity/department (In case of JV apply to all members). Bidder shall provide affidavit of such undertaking on judicial paper;
  - (e) Submission of Bid Bond to the amount of PKR.1,000,000/- in shape of Call Deposit Receipt (CDR) in favour of “Chief Executive Officer TransPeshawar”. The bid security shall be submitted from the account of the bidder who submits the bid;
  - (f) Submission of Schedule 1 through 7 in conformity with prescribed templates.

**SECTION 5 - BIDDING PROCESS**

**5.1 Open competitive bidding**

- 5.1.1 The bids are invited under national competitive bidding through **Single Stage One Envelope** bidding procedure.

**5.2 Planning**

- 5.2.1 This Request for Proposals introduces the Bidding Process for the procurement of Required Services. The overall planning for the Bidding Process is presented below:

<b>Milestone</b>	<b>Party Responsible</b>	<b>Date/Deadline</b>
Issuance of Request for Proposal (RFP)	TransPeshawar	04-12-2021
Clarification and Questions/Comments submission	Bidders	20-12-2021
Pre-Bid Meeting	TransPeshawar	21-12-2021 11:30 AM (PST)
Uploading of Pre-Bid Minutes	TransPeshawar	22-12-2021
Proposal Submission Deadline	Bidders	06-01-2022 02:30 PM (PST)
Notification of the results of the Evaluation and Appointment of Winging	TransPeshawar	Tentatively in February, 2022



Bidder		
Signing Date of Service Agreement and Compliance with other Requirements	Winning bidder and TransPeshawar	Tentatively in February, 2022

### 5.3 Information Sources

5.3.1 The primary sources of information provided to Bidders in relation to this Request for Proposals are:

- Request for Proposals (the current document);
- Service Agreement (attached to the current document);
- Pre-Bid Meeting as organized by TransPeshawar Company (cf. Section 5.4).

5.3.2 Bidders relying on information from other sources or the public domain do so at their own risk.

### 5.4 Pre-Bid Meeting

5.4.1 A Pre-Bid Meeting shall be organized by TransPeshawar Company to:

- Explain the project, the Bidding Process and the Request for Proposals; and
- Provide an opportunity for Bidders to visit and inspect the existing infrastructure

5.4.2 The pre-bid meeting shall be organized at a date specified in Paragraph 5.2.1.

### 5.5 Questions and Answers on the Request for Proposals

5.5.1 The Bidders shall have the opportunity to ask questions concerning the Request for Proposals by the date specified in Paragraph 5.2.1. Questions can only be addressed by email to the following address:

Attention: Mr. Fayyaz Khan

Chief Executive Officer, TransPeshawar Company.

Email: [fayyazak@yahoo.co.uk](mailto:fayyazak@yahoo.co.uk) with cc to [khalil.ahmed@transpeshawar.pk](mailto:khalil.ahmed@transpeshawar.pk) and [alamgir.bangash@transpeshawar.pk](mailto:alamgir.bangash@transpeshawar.pk)

5.5.2 The Bidders' questions shall be treated anonymously.

5.5.3 TransPeshawar Company shall endeavor to respond to all clarification or information requests, however requests received later than date specified in Paragraph 5.2.1 would be left unanswered. Every such clarification delivered to Bidders shall be made in the form of an appendix to the Request for Proposals and shall, upon being issued, be sent in the shortest possible time to all Bidders. All such appendices shall automatically become an integral part of the Request for Proposals.

5.5.4 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

### 5.6 Submission of Comments on the RFP/ Service Agreement

5.6.1 The Bidders shall have the opportunity to submit comments concerning the RFP/Service Agreement before the Comment Submission Date specified in paragraph 5.2.1. Comments shall be submitted in conformity with Schedule 8 and shall be sent by email to the address specified in paragraph 5.5.1. The Bidders' comments shall be treated anonymously.

5.6.2 TransPeshawar Company shall endeavor to respond to all comments and may decide to issue a revised RFP / Service Agreement taking some or all of the comments into consideration. Every such response and, if applicable, the revised RFP / Service Agreement shall, upon being issued, be sent in the shortest possible time to all Bidders.

5.6.3 All Bidders shall therefore be provided with the same information simultaneously. TransPeshawar Company does not assume any responsibility for emails not received or delivered late.

## **5.7 Formation and Modification in the Composition of a Consortium**

5.7.1 Bidders can make Joint Venture / Consortium to meet requirements of the Request for Proposal.

5.7.2 TransPeshawar Company will not accept any modification in the composition of a Consortium / JV after Bid Submission.

## **5.8 Rejection of Proposals**

5.8.1 TransPeshawar Company has a discretionary right to reject a Proposal. Reasons for rejecting a Proposal include, but are not limited to, the following:

- (a) The Proposal does not contain all elements defined in the instructions;
- (b) The Proposal is not submitted before the Submission Deadline;
- (c) The Bidder or the bank which has issued the Bid Bond are insolvent or in the process of liquidation or bankruptcy;
- (d) The amount, format or issuer of the Bid Bond does not meet the requirements; or
- (e) TransPeshawar Company becomes aware of facts which can influence the free will of contractual parties.

5.8.2 The Proposal may also be rejected up until signing of the Service Agreement, in case TransPeshawar Company concludes, in its discretionary right, that one of the following applies:

- (a) The Proposal does not comply with the objectives of the tender or is not in line with the applicable laws (especially in case the Proposal proposed is not acceptable to TransPeshawar Company in terms of conditions offered or their alignment with applicable laws and existing practice in the Islamic Republic of Pakistan;
- (b) There is evidence of collusion/joint agreement between Bidders;
- (c) There is reason to believe that tender rules have been violated (for example, failure to keep confidential information);
- (d) There is evidence that the Bidder is trying to gain advantage over other Bidders in an incorrect manner; or
- (e) The Financial Offer varies significantly from the estimate of TransPeshawar Company.

5.8.3 In the event of the rejection of a Proposal, TransPeshawar Company shall inform the relevant Bidder in a written form, in accordance with the applicable laws.

## **5.9 Cancellation of the Bidding Process and Proclamation of the Bidding Process as Unsuccessful.**

5.9.1 TransPeshawar Company reserves the right to unilaterally cancel or suspend the Bidding Process at all times. In case of cancellation, TransPeshawar Company will inform the Bidders.

5.9.2 The tender may be cancelled at any time prior to the Submission Deadline at no cost to, if TransPeshawar Company determines that this action is in its best interest or that of the Government of Pakistan/Khyber Pakhtunkhwa. Reasons for cancellation include, but are not limited to:

- (a) Changes in the legislative framework in the Islamic Republic of Pakistan, causing the Bidding Process or the Required Services to become impossible, illegal or economically unviable; or
- (b) Proposed amendments to the instructions or procedure would be of such magnitude and substance that a new Bidding Process would be desirable.

5.9.3 The Bidding Process may be proclaimed unsuccessful at any time after the Submission Deadline, at no cost to TransPeshawar Company, if:

- (a) No Proposals have been submitted;
- (b) The Proposals which have been submitted, in the opinion of TransPeshawar Company, do not meet the criteria, goals and requirements of the Bidding Process; or
- (c) The Winning Bidder refuses to sign the Service Agreement in the form offered by TransPeshawar Company.

5.9.4 In the event of such rejection of a Proposal, or cancellation or proclamation of the Bidding Process as unsuccessful, no Bidder shall be entitled to any claim whatsoever against TransPeshawar Company or the Government of Pakistan/Khyber Pakhtunkhwa for any costs, expenses or damages resulting directly or indirectly from such cancellation of the Bidding Process or rejection of Proposal.

## **5.10 Opening and Evaluation of Proposals**

5.10.1 The opening of the Proposals shall occur fifteen minutes after the Proposal Submission Date at the address indicated in paragraph 6.3.1. The Bidders may be represented, by not more than two (2) persons, at the opening of Proposals. Proposals for which a notice of withdrawal request has been submitted shall not be opened.

5.10.2 TransPeshawar Company shall evaluate the Proposals in accordance with the provisions of SECTION 7. TransPeshawar Company shall then inform all Bidders of the results in writing.

## **5.11 Signing of the Service Agreement**

5.11.1 The Winning Bidder shall receive an invitation in form of Letter of Award from TransPeshawar Company with the aim to sign a Service Agreement for Required Services as defined in the Service Agreement. The Winning Bidder shall, within twenty-eight (28) days of receipt of Letter of Award, furnish Performance Security in shape of bank guarantee on a prescribed format on yearly renewal basis or Demand Draft/Call Deposit Receipt to the amount of five (5) % of total Contract Price in favor of Chief Executive Officer, TransPeshawar. The Service provider shall also ensure that it maintains with TPC a Reserve Fund to the amount of Rs. 2,000,000/- until the Service provider has fulfilled all of its obligations under the Agreement. The Service provider shall deposit the Reserve Fund within 28 days of issuance of Letter of Award in the designated account as mentioned in Annex-C, for the due and punctual fulfilment of all obligations and due and punctual payment of all amounts by the Service provider to TPC.

5.11.2 In the event of a withdrawal by a Winning Bidder or failure to submit Performance Security/Reserve Fund, TransPeshawar Company may invite the next Bidder to conclude a Service Agreement for the Required Services.

5.11.3 If a Bidder which was invited by TransPeshawar Company to sign a Service Agreement withdraws from the Bidding Process or fails to submit Performance Security/Reserve Fund, the Bid Bond of the said Bidder shall be called by TransPeshawar Company and the next Bidder may be issued Letter of Award.

## **SECTION 6 – INSTRUCTIONS TO BIDDERS**

### **6.1 General Terms that the Proposal Must Fulfil**

6.1.1 All elements of the Proposal containing monetary values, whether they apply to business activities in the Islamic Republic of Pakistan or abroad, must be expressed in Pakistani Rupees (PKR).

6.1.2 All documents forming part of the Proposal must be written in the English language; copies of legal or similar supporting documents in other languages must be accompanied with a notarized translation.

### **6.2 Proposal Package**

- 6.2.1 The Proposal must be submitted in a single envelope containing relevant documentary evidence and financial quote under Single Stage – One Envelope Bidding Procedure.
- 6.2.2 The envelope must be properly sealed and must be marked with:
- (a) The name and the address of the Bidder;
  - (b) The address of TransPeshawar Company as indicated in paragraph 6.3.1;
  - (c) The warning: “Do not open before <insert Proposal Submission Deadline>”;
  - (d) The wording: “Proposal for Indoor Advertising Services Management at Peshawar BRT Stations”.
- 6.2.3 The Proposal must contain:
- (a) One (1) complete original set of the Proposal, clearly marked as “**ORIGINAL**”;
  - (b) One (1) certified true copy clearly marked as “**COPY NO. \_\_**”; and
  - (c) One (1) readable compact disc, flash disks or flash drives containing an electronic copy of each Proposal document, in either Microsoft Word (.doc) or Portable Document Format (.pdf) format. (Optional)
- 6.2.4 In the event of any discrepancy between an original and the copies, the original shall prevail.

### **6.3 Submission of Proposal**

- 6.3.1 The Proposal must be delivered to TransPeshawar Company by the date specified in Paragraph 5.2.1 at the following address:

Attention: Mr. Fayyaz Khan

Chief Executive Officer, TransPeshawar.

Address: TransPeshawar (The Urban Mobility Company), 1<sup>st</sup> Floor KPUMA Building Main BRT Depot, Near Northern By-Pass, Chamkani Peshawar.

- 6.3.2 The Proposal must be submitted in person or via registered post mail or via courier, in closed envelope. The Proposal shall be considered submitted upon physical receipt by TransPeshawar Company of the master envelope. TransPeshawar Company may issue a Proposal receipt confirmation, which shall clearly indicate the date and time at which the Proposal was received. Late submission, for whatsoever reason, will not be acceptable.

### **6.4 Content of Proposal**

- 6.4.1 The Proposal shall contain all components listed below. The Proposal shall be considered only on the basis of information provided in accordance with below prescribed templates.
- 6.4.2 The Bidder must submit a **Business Structure** in conformity with Schedule 1 (or, in case the Bidder is a JV/Consortium, Schedule 2).
- (a) The Business Structure must be signed and dated by the Sole Proprietor or Authorized Representative.
  - (b) In the case of a JV/Consortium, JV/Consortium Members shall collectively appoint one, and only one, of their number to be the lead member (Lead Member) who shall be authorized by each JV/Consortium Member to represent and irrevocably bind all members of that JV/Consortium in all matters relating to the procurement process for the provision of the Required Services, including, but not limited to, the submission of the Bid on behalf of the Consortium. Lead Member and all partners of the Consortium / Joint Venture must be an individual/sole proprietor having CNIC with Pakistan nationality or a firm/company registered/incorporated with Registrar of Firms/Security and Exchange Commission of Pakistan. All members shall be jointly and severally liable for the execution of the Service Agreement.
- 6.4.3 The Bidder must submit **Proposal Submission Letter** in conformity with Schedule 3.

- (a) The Proposal Submission Letter must be signed by the Sole Proprietor or Authorized Representative.
- 6.4.4 The Bidder must submit a **Financial Offer** in conformity with Schedule 4.
- (a) The Financial Offer must be signed and dated by the Sole Proprietor or Authorized Representative.
- 6.4.5 The Bidder (or, in case the Bidder is a Consortium, each Consortium Member) must submit an **Authority to Bid and Designation of Authorized Representative** in conformity with Schedule 5 (or, in case the Bidder is a Consortium, Schedule 6). **(Note ignore submission of Schedule 5 or 6 in case the bidder is an individual or sole proprietor)**.
- (a) The Authority to Bid and Designation of Authorized Representative must be signed and dated by the Corporate Secretary or equivalent officer of the Bidder (or, in case the Bidder is a Consortium, Corporate Secretary or equivalent officer of each Consortium Member).
- 6.4.6 The bidder must submit the **Integrity Pact** in conformity with Schedule 7.
- (a) Integrity Pact must be signed and dated by the Sole proprietor or Authorized Representative.
- 6.4.7 The Bidder must submit a **Bid Bond** of Rs.1,000,000/- in Shape of Call Deposit Receipt (CDR) from schedule bank of Pakistan in favor of "**Chief Executive Officer, TransPeshawar**". The Bid Security shall be paid from the account of Service Provider
- (a) The Bid Bond must be provided by the Bidder from Schedule Bank in Pakistan;
- (b) The Bid Bond can be claimed by TransPeshawar Company in case of:
- (i) Withdrawal from the Bidding Process between the Proposal Submission Date and the signing date of the Service Agreement;
  - (ii) Failed to submit Performance Security/Reserve Fund within prescribed time;
  - (iii) Exclusion from the Bidding Process by TransPeshawar Company;
  - (iv) In case of any willful misconduct such as Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice.
- (c) Within seven (7) days after the submission of Performance Security and Reserve Fund by Winning Bidder, TransPeshawar Company shall release the Bid Bond to all Bidders;
- 6.4.8 The **following documents** shall also be submitted with the proposal:
- (i) Copy of CNIC in case of an individual/sole proprietor or Certificate of Registration or incorporation for a firm/company with registrar of firms or SECP (In case of JV mandatory of all members);
  - (ii) Certificate of Registration with FBR and reflected on the Active Tax Payer List of FBR (In case of JV mandatory of all members);
  - (iii) Certificate of Registration with KPRA for Sales Tax on Services (In case of JV mandatory of all members);
  - (iv) Certificate on Judicial Paper to the effect that the Service provider is not blacklisted by any provincial or federal public entity (In case of JV mandatory of all members);
  - (v) Initials on RFP, Services agreements and all its attachments as token of acceptance of terms and conditions.

## **SECTION 7 - EVALUATION**

### **7.1 Responsiveness Criteria**

- 7.1.1 Prior to evaluation of Proposals, TransPeshawar Company shall determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) the Proposal is received by the Proposal Submission Deadline;

- (b) the Proposal contains all the information in prescribed manner and on given formats (complete in all respects) as requested pursuant to this RFP; and
- (c) the Proposal does not contain any condition or qualification.

7.1.2 TransPeshawar Company reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by TransPeshawar Company in respect of such Proposal.

## **7.2 Evaluation**

7.2.1 The responsive proposals shall be evaluated in accordance with requirement prescribed under qualification criteria. The responsive proposal meeting the qualification criteria as mentioned above shall be considered for comparison of financial offer. Bidder with highest total rent offered to TransPeshawar in the financial offer (Schedule 4) shall be determined as winning bidder and considered for award of contract.

## **7.3 Information**

7.3.1 Any information contained in the Application shall not in any way be construed as binding on TransPeshawar Company, its agents, successors or assigns, but shall be binding against the Bidder if any contract is subsequently awarded to it under the Bidding Process on the basis of such information.

## **7.4 Clarification**

7.4.1 TransPeshawar Company may, at its sole discretion, seek clarifications and ask for supporting documents from any Bidder regarding its Proposal. Such clarification(s) must be provided within the time specified by TransPeshawar Company for this purpose. Any request for clarification(s) and all clarification(s) must be sent by email, at the address specified in paragraph 5.5.1.

7.4.2 If a Bidder does not provide clarifications sought under paragraph 7.4.1 within the prescribed time, its Proposal may be rejected. In case the Proposal is not rejected, TransPeshawar Company may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of TransPeshawar Company.

## **SECTION 8 - GENERAL MATTERS**

### **8.1 Responsibility of Bidders**

8.1.1 Notwithstanding any information given in the RFP and any additional communication from TransPeshawar Company, including supplemental notices and bid bulletins, it is the sole responsibility of any Bidder to:

- (a) be fully acquainted with the laws, requirements, terms, and conditions of the Bidding Process;
- (b) examine all the bidding documentation, including all instructions, annexes, forms, schedules, terms, specifications, and drawings; and
- (c) familiarize itself with all existing laws, decrees, acts, rules, and ordinances of Islamic Republic of Pakistan, whether national or local, which may affect the provision of the Required Services.

### **8.2 Confidentiality**

8.2.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising TransPeshawar Company in relation to or matters arising out of, or concerning the Bidding Process.

8.2.2 TransPeshawar Company shall treat all information submitted as part of the Proposal in confidence and shall require all those who have access to such material to treat the same in confidence.

8.2.3 TransPeshawar Company shall not divulge any such information, unless it is directed to do so by any statutory body that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory body and/or TransPeshawar Company.

### 8.3 Proprietary Data

8.3.1 All documents and other information supplied by TransPeshawar Company or submitted by a Bidder to TransPeshawar Company shall remain or become the property of TransPeshawar Company.

8.3.2 Bidders must treat all information related to the Bidding Process as strictly confidential and must not use it for any purpose other than for preparation and submission of a Proposal.

8.3.3 TransPeshawar Company will not return any Proposal or any information provided along therewith.

### 8.4 Fraud and Corruption

8.4.1 It is TransPeshawar Company policy to require that procuring entities and employers (including beneficiaries of public funds), as well as Bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts.

8.4.2 In pursuit of this policy, TransPeshawar Company:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- i. **Coercion** means harming or threatening to harm, directly or indirectly, persons, or their property to influence their involvement in the Bidding Process, or affect the execution of the Service Agreement.
- ii. **Collusion** means a scheme or arrangement between two or more Bidders, with or without the knowledge of the government, designed to establish financial offers or prices at artificial, non-competitive levels.
- iii. **Corrupt Practice** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official in the Bidding Process or in contract execution and includes inter alia bribery, extortion or coercion, which involves threats of injury to person, property or reputation.
- iv. **Fraudulent Practice** means a misrepresentation of facts in order to influence the Bidding Process or the execution of a contract to the detriment of the procuring entity, and includes collusive practices among Bidders (prior to or after the submission of Proposals) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- v. **Restrictive Practice** means any act, scheme, plan or agreement such as forming a group, clique, cartel, trust, syndicate, combine, pool and the like or arriving at any understanding or arrangement among Bidders, Consortium Members, Subcontractors, or the Affiliates of any of these entities, with the objective of restricting, subverting or manipulating a full and fair competition in the Bidding Process.
- vi. **Undesirable Practice** means (i) establishing contact with any person connected with or employed or engaged by TransPeshawar Company with the objective of canvassing or lobbying or (ii) in any manner influencing or attempting to influence the Bidding Process.

(b) will exclude from the Bidding Process any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Services; and

(c) will denounce to relevant authorities any Bidder found to be engaging or having engaged in any Corrupt Practice, Collusion, Coercion, Fraud, Fraudulent Practice, Undesirable Practice or Restrictive Practice in competing for the provision of the Required Service, which may result in the Service Agreement being cancelled and/or such Bidder incurring civil and criminal liability under the applicable laws and regulations and being declared ineligible, for a period of ten (10) years, to be awarded any public-funded contract in the Islamic Republic of Pakistan.

8.5 **Governing Law and Rules**

8.5.1 The provisions of Islamic Republic of Pakistan shall govern all matters relating to this RFP.



**Schedule 1**  
**Business Structure (Individual/Sole Proprietor/Firm/company)**

Name of Bidder: \_\_\_\_\_

**Contact Information of Bidder:**

Address	
Website	
Contact Person	
Telephone	
Fax	
Email	

For and on behalf of (*Name of Bidder:* \_\_\_\_\_)

(*Signature of Sole Proprietor or Authorized Representative*)

\_\_\_\_\_

(*Name, title and date*)

**Schedule 2**  
**Business Structure (JV/Consortium)**

Name of JV/Consortium: \_\_\_\_\_

**JV/Consortium Members**

	<b>1<sup>st</sup> Member</b>	<b>2<sup>nd</sup> Member</b>	<b>3<sup>rd</sup> Member</b>
Name			
Percentage Interest the Consortium			
Legal Status (individual/sole proprietor/ firm/company) also mention Lead or Partner			

Notes: *Insert columns as necessary to table above*

**Contact Information of JV/Consortium Members** (the information shall be furnished by each consortium partner individually).

JV/Consortium Member	
Address	
Website	
Contact Person	
Telephone	
Fax	
Email	

JV/Consortium Member	
Address	
Website	
Contact Person	
Telephone	
Fax	
Email	

For and on behalf of (*Name of Bidder:* \_\_\_\_\_)

(*Signature of the Lead Sole Proprietor or Authorized Representative*)

\_\_\_\_\_

(*Name, title and date*)

**Schedule 3**

**Proposal Submission Letter**

*To be submitted by the Bidder on official letter head*

I, \_\_\_\_\_(name), Pakistani, of legal age, with office address at \_\_\_\_\_(address), as Sole Proprietor or Authorized Representative of \_\_\_\_\_(name of Business/firm/company/consortium), hereby certify for and on behalf of \_\_\_\_\_(name of Business/firm/company/consortium) that:

\_\_\_\_\_ (name of Bidder) is bidding for the provision of the Required Services for Peshawar Sustainable BRT Corridor System and hereby submitting its Proposal, which shall remain valid and binding upon \_\_\_\_\_ (name of Bidder) for a period of one hundred eighty (180) days from the Proposal Opening Date;

\_\_\_\_\_ (name of Bidder) confirms that all statements made and the information and documents provided in its Proposal, including statements made by all JV/Consortium Members, their Affiliates and proposed Subcontractors, are true and correct, and any misrepresentation or false statement made therein shall be a ground for its disqualification;

\_\_\_\_\_ (name of Bidder) authorizes TransPeshawar Company to conduct any inquiries or investigations to verify the statements, documents, and information submitted in its Proposal, and to seek clarification from its clients and bankers regarding any technical and financial aspects; \_\_\_\_\_ (name of Bidder) also permits third parties to supply information required to verify statements and information submitted in its Proposal;

\_\_\_\_\_ (name of Bidder) acknowledges the right of TransPeshawar Company to reject its Proposal and to cancel the Bidding Process at any time, without incurring any liability, and accepts all the terms and conditions of the Request for Proposals;

\_\_\_\_\_ (name of Bidder), including all JV/Consortium Members, their Affiliates and proposed Subcontractors, have not at any time during the Bidding Process engaged in any Corrupt, Fraudulent, Coercive, Undesirable, or Restrictive Practices, nor have a Conflict of Interest;

\_\_\_\_\_ (name of Bidder) waives any right to and shall not seek or obtain any restraining order, writ of injunction or prohibition or any other form of coercive judicial, quasi-judicial or administrative writ, process or issuance against TransPeshawar Company inconvenient the Bidding Process; and

\_\_\_\_\_ (name of Bidder) acknowledges that TransPeshawar Company is undertaking this Bidding Process in the performance of its functions to ensure the provision of a critical basic necessity and that, therefore, the provision of the Required Services is of paramount public interest and importance and that TransPeshawar Company will suffer serious and irreparable damage on account of any breach by \_\_\_\_\_ (name of Bidder) of these undertakings, and agree that the breach of these undertakings shall result in \_\_\_\_\_ (name of Bidder)'s automatic disqualification from the Bidding Process.

For and on behalf of \_\_\_\_\_ (name of Bidder)

(Signature of Sole Proprietor or Authorized Representative)

\_\_\_\_\_

(Name, title and date)

**Schedule 4**

**Financial Offer**

*To be submitted by the Bidder on official letter head*

I, \_\_\_\_\_ (*name*), Pakistani, of legal age, with office address at \_\_\_\_\_ (*address*), Sole Proprietor or Authorized Representative of \_\_\_\_\_ (*Business/firm/company/ consortium*), hereby declare for and on behalf of \_\_\_\_\_ (*name of Business/firm/company/ consortium*) that:

1. \_\_\_\_\_ (*name of Bidder*) has examined the information provided in the Request for Proposals (including annexures) and the Service Agreement;
2. \_\_\_\_\_ (*name of Bidder*) has examined the properties (Advertising Locations) and made all due diligence in estimation of revenue as well as costs envisioned under the Agreement;
3. \_\_\_\_\_ (*name of Bidder*) hereby submits its Financial Offer, for undertaking the Service Agreement, which shall remain valid and binding upon (-----*name of Bidder*) for a period of one hundred eighty (180) days from the Proposal Opening Date; and
4. Total rent offered for three (03) years by \_\_\_\_\_ (*name of Bidder*) is of an amount of (*amount in words & integer*) Pakistani Rupees.

<b>Year</b>	<b>Quarter</b>	<b>Rent for Peshawar Thirty (30) BRT Stations (Chamkani to Karkhano Market) PKR (Exclusive of all Taxes)</b>
<b>1</b>	<b>1</b>	
	<b>2</b>	
	<b>3</b>	
	<b>4</b>	
<b>2</b>	<b>1</b>	
	<b>2</b>	
	<b>3</b>	
	<b>4</b>	
<b>3</b>	<b>1</b>	
	<b>2</b>	
	<b>3</b>	
	<b>4</b>	
Total Rent in PKR (Exclusive of all Taxes)		

For and on behalf of \_\_\_\_\_ (*name of Bidder*)

(*Signature of Authorized Representative*)

\_\_\_\_\_

(*Name, title and date*)

**Schedule 5**

**Authority to Bid and Designation of Authorized Representative (partnership/corporation)**

**(Ignore submission in case the bidder is an individual/sole proprietor)**

*To be submitted by a Bidder which is a partnership or corporation*

I, \_\_\_\_\_ (*Corporate Secretary or equivalent officer*), hereby depose and state that:

I am a citizen of the (*Islamic Republic of Pakistan*), of legal age and a resident of (*Pakistan*);

I am the duly elected (*Corporate Secretary or equivalent officer*) of \_\_\_\_\_ (*name of Bidder*), a (*corporation/partnership*) organized and existing under and by virtue of the laws of (*Pakistan*);

At a regular/special meeting of the Board of Directors/Partners of the Firm, held on \_\_\_\_\_ (*date*) at \_\_\_\_\_ (*place*), in which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

That \_\_\_\_\_ (*name of Bidder*) be, and is, authorized to participate in the Bidding Process and to bid for the provision of the Required Services for TransPeshawar Company;

That \_\_\_\_\_ (*name of Representative*) be and is hereby appointed as the authorized representative of the Bidder during the Bidding Process, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Bidder; and

That any and all acts done and/or performed by \_\_\_\_\_ (*name of Representative*) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended or modified and remain valid and binding on the Bidder;

That the above resolutions are in accordance with the records of the Bidder.

For and on behalf of \_\_\_\_\_ (*name of Bidder*)

(*Signature of Corporate Secretary or equivalent officer*)

\_\_\_\_\_

(*Name, title and date*)

**Schedule 6**

**Authority to Bid and Designation of Authorized Representative (by each JV/Consortium Member)**

**(Ignore submission in case the bidder is an individual/sole proprietor)**

*For a Bidder which is a JV/Consortium, to be submitted by each JV/Consortium Member*

I, \_\_\_\_\_ (*Corporate Secretary or equivalent officer*), hereby depose and state that:

I am a citizen of the (*Islamic Republic of Pakistan*), of legal age and a resident of (*Pakistan*);

I am the duly elected (*Corporate Secretary or equivalent officer*) of \_\_\_\_\_ (*name of JV/Consortium Member*), a \_\_\_\_\_ (*corporation/partnership*) organized and existing under and by virtue of the laws of (*Pakistan*);

At a regular/special meeting of the Board of Directors/Partners of the Firm/Company, held on \_\_\_\_\_ (*date*) at \_\_\_\_\_ (*place*), in which meeting a quorum was present and acting throughout, the following Resolutions were unanimously passed and approved:

That the Firm be, and is, through a Consortium consisting of the following Members and their respective nationalities and percentage interests in the Consortium, authorized to participate in the Bidding Process and bid for the provision of the Required Services for TransPeshawar Company;

Name of Consortium Member	Nationality	% Interest

*(Insert rows as necessary)*

That \_\_\_\_\_ (*name of Authorized Representative*) be and is hereby appointed as the authorized representative of the Firm, authorized to execute, sign, and receive documents for, and otherwise act in the name of, the Firm;

That the Firm/Company in the exercise of its interest in the Consortium hereby authorizes \_\_\_\_\_ (*name of Authorized Representative*) as representative of the Consortium during the Bidding Process for the provision of the Required Services, and for such purpose shall have the authority to execute, sign and receive documents for, and otherwise act in the name of the Consortium; and

That any and all acts done and/or performed by \_\_\_\_\_ (*name of Authorized Representative*) under and by virtue of this resolution be, as they are hereby, confirmed and ratified.

These resolutions have not been revoked, amended or modified and remain valid and binding on the Firm;

That the above resolutions are in accordance with the records of the Firm.  
For and on behalf of (*name of the Firm*)

(Signature of Corporate Secretary or equivalent officer)

\_\_\_\_\_

(Name, date and title)

**Schedule 7**  
**Affidavit of Integrity Pact**

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

\_\_\_\_\_ [Name of Bidder] 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 KPK (GoKPK) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Gopi) through any corrupt business practice.

Without limiting the generality of the foregoing, [Name of service provider] 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 GoKPK, except that which has been expressly declared pursuant hereto.

\_\_\_\_\_ [Name of Bidder] 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 GoKPK and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

\_\_\_\_\_ [Name of Bidder] 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 GoKPK under any law, contract or other instrument, be voidable at the option of GoKPK.

Notwithstanding any rights and remedies exercised by GoKPK in this regard, [Name of service provider/operator] agrees to indemnify GoKPK for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoKPK in an amount equivalent to ten times 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 GoKPK.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 2021



**Schedule 8  
Comment Form**

Name of Bidder: \_\_\_\_\_

Individual Clarification Meeting requested: Yes / No

**Comment 1**

Subject	
Location in RFP (clause and page number)	
Original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

**Comment 2**

Subject	
Location in RFP (clause and page number)	
Original wording in RFP	
Comment / motivation for amendment	
Suggested amended wording	

**AGREEMENT FOR INDOOR ADVERTISING SERVICES MANAGEMENT AT PESHAWAR  
BRT STATIONS**

*BETWEEN*

TRANSPESHAWAR (The Urban Mobility Company)

and

[SERVICE PROVIDER]

## SERVICE AGREEMENT

This Service Agreement is made on [Insert date] 2022

### Between:

- (1) **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a company incorporated with Security Exchange Commission of Pakistan on 9 February 2017, with company registration number 0105691, whose registered office is at 1<sup>st</sup> Floor, KPUMA Building, Near Northern Bypass, G.T Road, Peshawar, KPK, Pakistan (hereinafter called the “**TPC**” which expression shall include its successors-in-interest and permitted assigns);

### And

- (2) An Individual or Sole Proprietor with business name [●] and having CNIC [●] or a company/firm incorporated in [●], with registration number [●], whose registered office is at [●] (hereinafter called the “**Service Provider**”).

The TPC and the Service Provider are individually referred to herein as a “**Party**” and collectively as the “**Parties**”.

### WHEREAS:

- A. The TPC being a public sector company assigned with operations of BRT Project including its business development and revenue enhancement. Now, it is required to put in place business strategies for various advertising locations, which would best maximise the returns from those locations.
- B. The TPC has requested proposal for “**Indoor Advertising Services Management at Peshawar BRT Stations**” to be provided by Service Provider viz. contract “**Service Agreement for Indoor Advertising Services Management at Peshawar BRT Stations**” (hereinafter called the “**Service Agreement**”) and has accepted the proposal submitted by the Service Provider for Indoor Advertising Service Management at Peshawar BRT Stations for payment of total rent to TPC of PKR. .... (Hereinafter called the “**Contract Price**”)
- C. The Service Provider agrees to perform “**Indoor Advertising Services Management at Peshawar BRT Stations**” that includes provision, installation, operation/sub-letting and maintenance of Advertising Products at designated Indoor Advertising Locations and undertaking of mandatory work from Chamkani to Karkhano Station as provided for in the Service Agreement against payment of Contract Price as per terms and conditions of the Service Agreement to the TPC (hereinafter called “**the Services**”).
- D. The Service Provider agrees to commence the Services from the Commencement Date.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, and other good and valuable considerations, the TPC and the Service Provider agree as follows:

### PART A – GENERAL

#### 1. Preliminary Matters

##### 1.1 Definitions and Interpretation

- 1.1.1 The defined words and expressions set out in Clause 1 of **Annex A (Definitions)** hereof and the provisions relating to the construction and interpretation of the Services Agreement set out in Clause 2 of **Annex A (Interpretation)** hereof shall apply to the Services Agreement.

##### 1.2 Effect of the Service Agreement

- 1.2.1 The Parties hereby agree that the Service Agreement shall immediately be binding on both parties as of the Effective Date;
- 1.2.2 The TPC shall issue Service Notice to the Service Provider giving intimation for submission of first Quarterly Rent within 14 days of such Service Notice. Failure to deposit first Quarterly

Rent, the TPC shall have the right to withdraw partial amount from Performance Guarantee or Reserve Fund equal to amount of Quarterly Rent. Service Provider shall be bound to replenish the Performance Guarantee or Reserve Fund within the stipulated time else the TPC shall have the right to cease the Service Agreement or opt for other remedy as provided for under the Service Agreement;

1.2.3 Upon submission of Quarterly Rent payment, the TPC will issue a Commencement Notice mentioning date (Commencement Date) from which the quarterly rent will start. This date shall not be later than 14 days from Commencement Date. From the Commencement Date the Service Provider shall manage and use the Advertising Locations for provision of the Service;

1.2.4 In the event of any inconsistency between the provisions of the body of the Service Agreement and the Annexes, or between any of the Annexes, the conflict shall be resolved according to the following descending order of priority:

- a) the body of the Service Agreement, including **Annex A**;
- b) Letter of Award;
- c) Request for Proposal.

## **2. Advertising Locations Usage**

2.1 The TPC by signing the Service Agreement shall indicate its consent to grant the Service Provider, to use the Advertising Locations for the Services from Commencement Date;

2.2 The TPC permits the Service Provider to use the Advertising Locations for the Term specified in Clause 2.2 (*Commencement and Term*) of the Service Agreement. The Service Provider shall not grant the rights under the Service Agreement to any 3<sup>rd</sup> party;

2.3 The Service Provider hereby agrees to use Advertising Locations in accordance with the terms and conditions of the Service Agreement and the Applicable Laws, including all applicable labor, environmental, health and safety laws/regulations.

2.2 Commencement and Term:

2.2.1 Notwithstanding the Effective Date, the Service Provider shall commence the Services using the Advertising Locations on the Commencement Date and shall continue using Advertising Locations for the initial period of three (03) years, unless the Service Agreement is terminated earlier in accordance with the termination provisions hereof;

2.2.2 The Service Agreement will be subject to extension for a period of one (01) year or other such period, provided the notice for renewal has been served by the TPC at least thirty (30) days prior to the expiry of the Initial Period. In event of extension of the Service Agreement, the revised Contract Price shall be the average monthly rent of last quarter or average monthly rent of three years (whichever is greater) x 12 months and shall be paid uniformly in each quarter;

2.2.3 Notwithstanding anything to the contrary herein contained, the Service Provider shall only commence the Services using Advertising Locations upon payment of Quarterly Rent deposited through applicable and acceptable bank instrument in the name of Chief Executive Officer, TransPeshawar for each relevant quarterly calculated based on **Annex-C (Rent Deposit and Rent Deposit Account)** of the Service Agreement.

## **3. Hand-over of Advertising Locations**

3.1 At the time of the hand-over of the Advertising Locations, the Service Provider and the TPC shall jointly carry out an inspection of the Advertising Locations. The state of the Advertising Locations shall be recorded in writing and that record shall be signed by the TPC and the Service Provider;

3.2 The Service Provider shall acknowledge that prior to the Effective Date, TPC has given the Service Provider the opportunity to inspect, survey and carry out investigations as to the condition of the Advertising Locations, and the Service provider accepts the condition of the Advertising Locations.

## **PART B – ADVERTISEMENT AND MAINTENANCE SERVICES MANAGEMENT**

### **4. Required Services:**

4.1. Following are the general scope and obligations. The Service Provider agrees and undertakes:

- 4.1.1 to carry out activities necessary for letting and use of the Advertising Product on the Advertising Locations, including posting and removal of Advertising Products from Advertising Locations at appropriate times;
- 4.1.2 Procure such number, type and quality of Advertising Products (both digital and fix) for the Advertising Location, and to secure those at such times and for such periods, so as to maximise the Revenue;
- 4.1.3 To keep, at all times, each Advertising Locations and the Advertising Product in a clean and tidy condition. Should it be Advertising Locations, in the sole opinion of the TPC, require cleaning, such work shall promptly be attended by the Service Provider within three hours after receipt of a written notice by TPC to do so;
- 4.1.4 To get Advertising Products insured against damages from incidents including mishandling by passengers, fight at station, fire, theft, accident or any other reason. General security is provided at stations, however, the TPC shall not be responsible for damage to Advertising Product.
- 4.1.5 To depute maintenance team for all type of maintenance required for Advertising Products. Furthermore, each station is washed once in a month, therefore shall depute at least one person to keep Advertising Products protected during high cleaning or steam cleaning of stations.
- 4.1.6 not to use the Advertising Locations other than as agreed in the Service Agreement or else permitted by the TPC;
- 4.1.7 not to upload or fix/install Advertising Content without TPC prior approval;
- 4.1.8 at all times during the term of this Service Agreement, to ensure that the Advertising Locations are kept in a state of good repair and in a satisfactory operational condition and are maintained in accordance with the provisions of the Service Agreement;
- 4.1.9 to get permission or get licence or approval from district, town, any other government agency along with payment of their charges, fees, taxes etc. applicable under the law.
- 4.1.10 to keep detailed maintenance and repair records for the duration of the Service Agreement. The TPC shall be entitled to audit such records upon giving the Service Provider no less than twenty-four (24) hours' notices;
- 4.1.11 to conduct its business in a manner which ensures that such use and conduct do not interfere with, cause any disturbance or nuisance of whatsoever nature to, or affect the rights and privileges of the TPC, any third-party tenants or service provider or any members of the general public;
- 4.1.12 To satisfy himself about environment, conditions and temperature suitable for their Advertising Product as no air-conditioning is provided at station;
- 4.1.13 not to make any fixation of Advertising Products, repairs, alterations or changes in the operation hours without prior approval i.e., 5:00 AM to 11:59 PM;
- 4.1.14 not to make or allow to be made any alterations, additions or relocation of Advertising Products whatsoever (including external, internal, structural or non-structural) to the Advertising Locations, including electrical, mechanical and plumbing installations, without the TPC's prior written approval. Permission for installation mechanism is mandatory requirement;
- 4.1.15 to pay for all ancillary service related to provision of the Service, including insurance, assessments, utility charges, taxes, consultancy services, rates, and repairs;
- 4.1.16 to refrain from interfering with the electrical or plumbing installations, except as may be strictly necessary to enable the Service Provider to carry out its obligations of maintenance and repair under the Service Agreement with prior permission from the TPC or otherwise allowed by the TPC;

- 4.1.17 If applicable, to be responsible for the maintenance of all electrical cables, communication cable, wires and bringing electricity to the Advertising Locations;
- 4.1.18 not to install Advertising Products that obstruct entrance and exit at Stations;
- 4.1.19 to obey rules relating to safety and security as may be imposed by the TPC from time to time, in its absolute discretion, provided that such rules shall be notified by the TPC in writing;
- 4.1.20 at its own cost and expense, to appoint a full-time manager (minimum qualification of Master and preferably in marketing), who shall be responsible for attending day-to-day operation, attending meeting with Government department/ the TPC, and if applicable any other suitably qualified and competent personnel necessary for the efficient and proper performance by the Service Provider of its obligations under the Service Agreement;
- 4.1.21 to dedicate three (03) staff members approved by the TPC solely to perform task assigned by the TPC. Such staff shall work 6 days a week and 8 hours a day. The staff designations are; a) Graphic Designer with laptop and latest graphic designer software adobe photoshop, adobe illustrator, CorelDraw etc.; b) Photographer with DSLR Camera and laptop for stills, and videos. He shall also be able and well versed in operation of drone camera; and c) Professional female announcer for announcement at station and buses to be seated in control centre; These staff shall be deputed from 2<sup>nd</sup> month of the Service Agreement. The staff shall perform social media activities and other such tasks assigned by the TPC;
- 4.1.22 To comply with the Applicable Laws and recommendations of the agencies relating to electricity, gas, water, sewage, telecommunications and data and other services and utilities providing agencies in course of performing the Services;
- 4.1.23 To observe occupancy policy and regulations as and when notified by the TPC;
- 4.1.24 To observe advertisement policy notified by the TPC or KPUMA or any other regulating agency and not to display Advertising Contents which are considered to be offensive or objectionable, as determined by the TPC, in its sole discretion;
- 4.1.25 to remove the Service Provider installations and/or Advertising Products from the Advertising Locations at the end of the Term of the Service Agreement in accordance with the provisions of the Service Agreement or earlier termination. The Service Provider shall restore the TPC property to its original condition;
- 4.1.26 To indemnify the TPC against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from: (i) the Service Agreement; (ii) any breach of the Service Provider's undertakings contained in Clause 4 of the Service Agreement; and/or (iii) the exercise of any rights described in (Advertising Location Use) of the Service Agreement;
- 4.1.27 To not affect any alteration, addition, or improvement or any fitting to the Advertising Locations without the prior written consent of the TPC;
- 4.1.28 That its right to do business at the Advertising Locations and its conduct thereon are, at all times, subject to applicable legislation, by-laws and regulations of the Islamic Republic of Pakistan. In this regard, the Service Provider is solely responsible for and undertakes to obtain and maintain in full force and effect all approvals, licences, permissions and/or consents from the relevant authorities which are necessary for the display and installation of the Advertising Contents.;
- 4.1.29 To ensure uninterrupted/continuous display of Advertising Contents. For the purpose of this clause if the Service Provider fails to display/replace Advertising Contents it may be substituted by displaying public service/social Advertising Content after approval of the TPC or the TPC have the right to run video related to BRT operation or awareness; and
- 4.1.30 To allow Government based social welfare campaigns or awareness drives free of cost upon intimation and direction of the TPC.

## **4.2 Special Obligation regarding Digital Kiosk**

- 4.2.1 To procure, install, operate and maintain seventy (70) Digital Kiosk at designated Advertising Locations as per Annex-B with following details;
- ❖ Four (04) digital Kiosk @8 Stations= 32
  - ❖ Three (03) digital Kiosk @ 1 Station =3
  - ❖ Two (02) digital Kiosk @13 Stations= 26
  - ❖ One (01) digital Kiosk@8 Stations = 8
  - ❖ One (01) digital Kiosk @KPUMA Building= 1
- 4.2.2 to allow free of cost 20% airtime (calculated on monthly basis) to display Advertising Contents regarding awareness of bus operation or government awareness campaigning videos.
- 4.2.3 Political Advertising Contents may be displayed however, shall be mentioned as "Paid Content" where required.
- 4.2.4 In case of any damages to Digital Kiosk, in terms of power supply, any natural calamity the Service Provider is responsible for the replacement of Digital Kiosk as well as restoration of the Services.

## **4.3 Centralized Control System for Digital Kiosk**

- 4.3.1 The Service Provider have to comply with the following for installation and/or monitoring of digital kiosk apart from others;
- a) Procurement, operations and laying of communication cable from ticket office to Advertising Products with at least / average of 150 meter per Advertising Product with associated accessories;
  - b) Procurement, operations and laying of power cable from Distribution Board to Advertising Products with at least / average of 200 meter per Advertising Product with associated accessories;
  - c) Fiber cable (ten core) with approximate length of 250 meter per station from main fiber to ticket office including cost of splicing with main fiber with associated accessories. Cost also includes removal of manhole cover and restoration to its original position;
  - d) Centralised management software with computer for uploading of Advertising Contents from control centre;
  - e) Storage device (NAS or SAN), switch (Layer 3, 24 port 10g), Manageable switches (8port copper & 2 SFP ports) for 30 stations and server (Level 3) with licenses & operating system as approved by TPC; and
- 4.3.2 Alternatively, the TPC may suggest and approve alternate method for centralised uploading of Advertising Contents. The cost of going for any such options be the responsibility of the Service Provider;
- 4.3.3 Hardware and software (except digital Kiosk) once provided and installed (if any) at control centre/data centre and station under this clause shall be the property of the TPC.

## **4.4 Special Obligation Regarding Fix / Static Advertising Contents**

- The Service Provider shall hereby undertake;
- 4.4.1 To procure material, install, fix, operate and maintain Advertising Locations which may include backlit boards, Vinyl/Double-Vision or any other material approved by the TPC on;
- a) Fixed glass at platform level excluding PSD doors (Annex-B);
  - b) Fixed glass at Mezzanine level (Annex-B);
  - c) Side of escalators and elevators (Annex- B);
  - d) At louvers portion above PSD (Annex-B);

The Service Provider shall be responsible for removal of existing material such as louvers etc. fixed at Advertising Locations and replacement with Advertising Product of approved design. The Service Provider shall deliver material so removed to the TPC office at Chamkani.

4.4.2 that should any Advertising Location or any portion thereof be damaged or destroyed at any time during currency of the Service Agreement due to whatsoever reason, it shall be repaired within a reasonable time and at the cost and expense of the Service Provider so that after such repairs, the Advertising Location shall be substantially in the same condition as it was prior to such damage or destruction;

4.4.3 not to insert or drive nails, screws or install other objects or materials whatsoever in or upon the walls or glass or any part of the Advertising Locations without the prior written consent of the TPC;

4.4.4 not to make any writing or scratching in or upon or otherwise deface any Advertising Locations, and to take all steps necessary to prevent or remove such writing, scratching or defacement;

#### 4.5 **Mandatory Works**

The Services Provider shall provide mandatory work as per provisions given as under:

4.5.1 Procurement, fixation and maintenance of 20 stickers per stations of 2 feet length of High Intensity Prismatic (HIP) Reflective sheeting material as approved by the TPC. These works shall be started from second quarter and three stations shall be done at least once in a month;

4.5.2 Removal of existing names signage on platform glass and minimum replacement of one time during the currency of the Service Agreement per station. The Service Provider shall be responsible for maintenance of the same during currency of the Service Agreement and shall replace whenever required. The approximate length along the platform is 250 meter per station and width is 9 inches. The areas for HIP may be in various length and width. The quality shall be approved before procurement from the TPC These stations shall be started from second quarter and two stations shall be done once in a month.

4.5.3 Yellow Road marking (2 coats) in reflective TP paint within station limits on each station in corridor complete in all respects with approximate quantity of 2,000 running meter. CR paint on kerb blocks (2 coats) within station on corridor complete in all respects with approximate quantity of 350 sq. meter. These works shall be done once in six-month period. Furthermore, the works should be completed in all respects which includes but not limited to prior cleaning/ making of surface etc. The period shall be notified by TPC.

4.5.4 Enamel paint (Two coats) of red and grey colour for stations and off-white Paint for pedestrian bridges, each of 600 sq. meter approximately. Furthermore, the works should be completed in all respects which includes but not limited to prior cleaning/ making of surface and scaffolding etc., One station shall be done once in agreement period and at least one station per month. The service provider shall be responsible for maintenance of these works in agreement period. These works shall be started from second quarter.

4.5.5 Supply, provision and fixing of anti-skid tiles at ramp approach within stations having dimensions of 12 x 6 feet per station. The works should be completed in all respects and shall include labor and all material costs required for installation of anti-skid tiles. The work shall also include prior cleaning/ making of surface, dismantling of already installed tiles, protection of nearby tiles and cleaning of surface after completion of works. Furthermore, already installed tiles which are not damaged shall be the property of TPC. One station shall be done once in a contract period and at least one station per month.

4.5.6 Yellow Paint/ Spray on tactile of approximately 100 sq. meter per station complete in all respects which includes but not limited to prior cleaning/ making of surface, protection of surrounding tiles and cleaning of surface after completion of works. One station shall be done in agreement period and at least one station in a month. The service provider shall be responsible for maintenance of yellow paint on tactile during agreement period.

4.5.7 Painting of external surfaces of washroom (external BRT washroom) at BRT station through weather shield every six month which includes making of surfaces, cleaning, labor cost etc. The approximate area is 600 square meter per station. External washroom is 15 in numbers.



- 4.5.8 Installation of HIP reflective stickers on Station name board with approximate area of 80 square feet. This activity shall be started from second month with at least one station per month.
- 4.5.9 Notwithstanding anything contained in any other provisions of the Service Agreement or its Annexes; employees, staff members, agents, assignees, labor, worker etc. whether formal or informal being applied for a task or work to do by the service provider in the performance of its functions. The service provider would be responsible and liable for the cost and compensation against any harm, damage, and interference done to BRT Transit System by the aforementioned individuals or persons.
- 4.5.10 Failure to perform these works will lead to forfeiture of performance guarantee or deduction from Reserve fund/ Performance Security in addition to recovery cost.
- 4.5.11 TransPeshawar may assign a shop on rent at Rate of Rs. 10,000/month at Gulbahar underpass or Faisal colony at the discretion of Service Provider, if available.
- 4.6 Service Provider shall maintain the following standards at each Advertising Location:
- 4.6.1 All Advertising Products shall be installed with uniform dimensions and sequence as approved by the TPC mentioned in **Annex B**;
- 4.6.2 Service Provider shall make sure that no Advertisement is out of order for more than 7 days. Furthermore, if any advertisement is non-functional shall be repaired, replaced or removed within 7 days from the Advertising Location at the stations;
- 4.6.3 Shall be responsible to paint surfaces to clear any debris, rust, wall chalking etc. prior to installation of any Advertising Product and during the term of the Service Agreement. Frame, clamps etc. shall always be in good condition.
- 4.6.4 Ensure that staff deputed for maintenance and operation are in uniform, wear proper ID and produce/show such ID to station staff upon enquiry. Furthermore, staff shall not travel or attempt to travel free of cost in BRT for maintenance or operation of Advertising Locations/Product.

Notwithstanding anything contained in any other provisions of the Service Agreement or its Annexes; employees, staff members, agents, assignees, labor, worker etc. whether formal or informal being applied for a task or work to do by the Service provider in the performance of its functions, the Service Provider would be responsible and liable for the cost and compensation against any harm, damage, and interference done to BRT Transit System by the aforementioned individuals or persons.

#### **4.7 Inspections and Liquidated Damages**

The TPC shall:

- 4.7.1 Be entitled to conduct unscheduled inspections of the Advertising Locations to ensure that they continue to be in compliance with the Service Agreement including Laws and are in satisfactory operational condition (fair wear and tear excluded). If the Advertising Locations are found not to be in compliance with the conditions of the Service Agreement or in unsatisfactory condition, the TPC shall immediately inform the Service Provider and shall, within one (01) week, effect the required compliance including repairs/maintenance at its own cost;
- 4.7.2 Impose Liquidated damages and recovery cost as per following Table:

<b>Sr. No</b>	<b>Violation of Item</b>	<b>Liquidated Damages</b>
1	Advertisement beyond permissible area	Recovery on pro-rata basis + Rs.5000 per instance per day
2	Failure to comply instructions	Rs. 2000 per instance

3	Failed to repair damaged infrastructure	Actual cost + Rs. 5000 per instance
4	Failed to depute staff as mentioned in the Service Agreement	Rs.50,000 per month per staff
5	Failed to respond to the TPC complaints regarding the Service Agreement within given time	Rs. 1000 per instance + Rs. 500 per additional hour up to three hours
6	Failed to submit reports under the given under the Service Agreement	Rs. 10,000 per month, if not responded to request within 4 days.
7	Delaying of mandatory work	Rs.50,000 per month per Kiosk
8	Not execution of mandatory works	Recovery cost + Rs. 100,000 per month
9	Failed to install digital Kiosk	Rs. 5000 per digital kiosk per month
10	Dragnet Clause	Any violation of the Service Agreement not specified above Rs.25,000 per instance per day

- 4.7.3 The Liquidated Damages imposed by Service Provider shall not exceed 20 % of the Reserve fund calculated on monthly basis. However, recovery/actual and damage costs are not part of Liquidate Damages and shall be recovered in full;
- 4.7.4 Be entitled to issue notices to Service Provider for upkeep of the Advertising Locations in accordance with the Service Agreement;
- 4.7.5 Have the right to issue protocols / procedures for use of station pathway or other regulation to use pathway in the BRT bus stations;
- 4.7.6 Assign additional Advertising Locations/area, with the consent of Service Provider, which can increase Advertising Locations quantities up to 300% of the existing Advertising Locations at any time during the Term of the Service Agreement at the sole discretion of the TPC. However, the quantity of louvers can be extended to 100% available at stations at soles discretion of the TPC with payment on pro-rata basis. In case of additional Advertising Location/ area, the Quarterly Rent for additional Advertising Locations will be charged on pro-rata basis given in the respective quarter i.e. (Quarterly payment/ Total no. of Advertising Location of respective Advertising Product) x additional Advertising Location for respective Advertising Product; and

During the term of Service Agreement in cases where the TPC considers the removal of any of the mentioned Advertising Content due to operational or whatsoever reason, the Service Provider shall follow the instructions.

## 5. Use of Property

- 5.1 The TPC reserves the right, in its sole discretion, to reduce any portion of the Advertising Locations due to construction works, operational necessity, aesthetic or security or safety considerations. In the event of such reduction, the Service Provider shall be given no less than thirty (30) days' written notice. Notwithstanding the foregoing, if circumstances beyond the control of the TPC occur, which require the Service Provider to reduce or vacate any portion of the Advertising Locations, the Service Provider shall be required to immediately vacate those

Advertising Locations, and if available, relocate into other Advertising Locations. The rent will be reduced on pro-rata basis.

## **6. Maintenance of Advertising Locations, Electrification and Works/ Improvements**

6.1 The Service Provider ensure that the Advertising Locations are maintained to a high standard of construction and design;

6.2 The cost of all repairs to and maintenance of the Advertising Locations shall be responsibility of Service Provider;

6.2.1 Repairs and maintenance consist of:

- a) illumination of Advertising Locations, if applicable;
- b) painting and other decoration;
- c) litter removal and other cosmetic activities including the removal of graffiti, dust, stickers, fly-posters and other litter from the Advertising Locations;
- d) repairs and renewals required as a result of acts of vandalism or weather damage; and
- e) replacement of bulbs, lighting, screens, engines and electrical devices following their expiry or when they are beyond economic repair.

6.2.2 Electrification (if applicable) of any Advertising Location not electrified as at the Commencement Date may only be undertaken with the prior written approval of the TPC.

## **7 Co-operation with Other Contractors**

7.1.1 Where interaction between the Service Provider and other contractors/service providers is required in performance of the Service Agreement or in response to a Service Notice or protocol or practice, and for efficient and effective operation of the BRT system, the Service Provider shall co-operate with other contractors/service providers and shall formulate the necessary operating procedures effecting through marking signatures of the Service Provider and other contractors/service providers to regulate such interaction with other contractors, in accordance with the Service Notice or Protocol, or practice as the case may be;

7.1.2 Should the Service Provider and other contractors fail to formulate operating procedures as envisioned in clause 7.1, the TPC shall be entitled to issue a protocol to regulate their interaction or make a final determination in the event of a dispute between them;

7.1.3 In all event, notwithstanding anything contained in the provisions 7.1 & 7.2 above, the TPC shall at all times be entitled to issue protocols regulating the interaction between the Service Provider and other contractors/service providers;

In the event of a conflict, the Service Provider shall be required to follow and implement such protocols, which shall supersede any operating procedure agreed between the Service Provider and other contractors in accordance with Clause 7.1 above.

## **PART C – FINANCIAL MATTERS**

### **8. Payments**

8.1 The amount of Quarterly Rent shall be payable to the TPC in accordance with Annex C.

8.2 Quarterly Rent shall be affected from the date of commencement as per terms and conditions of the Service Agreement. Quarterly Rent shall (i) be payable, one month in advance at the start of each quarter; (ii) be paid to the TPC through cheque or call deposit in favour of “Chief Executive Officer TransPeshawar” or any other payment method agreed by the TPC, without deductions, bank charges, set-off or exchange and exclusive of all charges including Government Taxes.

- 8.3 In the event, Quarterly Rent due to the TPC by the Service Provider under the Service Agreement is delayed by the specified date and time, the TPC, without prejudice to any other rights or remedies provided for under the Service Agreement, shall charge interest at the SBP interest rate plus three (3) percent, from due date to date of payment for such overdue amount. For the purposes of this Clause, "SBP interest rate" means the benchmark interest rate of the State Bank of Pakistan.
- 8.4 In case of delay in payment of Quarterly Rent beyond two months from the date due for payment, the TPC reserves the right to liquidate Performance Security or Reserve Fund by an amount equal to quarterly payment plus liquidated damages mentioned in Clause 8.3 above.

## **9. Taxes, Duties and Fees**

- 9.1 To the extent that the use of Advertising Locations pursuant to the Service Agreement is taxable, the Service Provider agrees to bear all taxes, charges, duties and/or tariffs under Local and/or National Laws, except income tax on the Rent received by TPC from the Service Provider. In respect of income tax, all requirement related to the Income Tax Ordinance and respective rules should be complied with by the service provider. The Service Provider shall be responsible for assessment and payment of taxes, charges, fee etc. regarding advertising services to district, town or any other government agency.
- 9.2 The consideration as mentioned in the Annex-C are exclusive of Provincial or federal services sales tax and sales tax will be charged in addition to the above rates at the rates applicable at the time.
- 9.3 The revenue to be considered for the purpose of sharing shall be net revenue (exclusive of sales tax/KPRA) as mentioned in the agreement.
- 9.4 All duties and taxes (income tax, sales tax on services, KPRA etc.) attributable to services provided by the Service Provider shall be dealt with as per applicable laws, rules and regulations.

## **10. Utilities**

- 10.1 TPC shall do its best provide uninterrupted power supply from PESCO and Generator provided at stations. TransPeshawar shall provide electricity free of cost to Advertising Product. However, Service Provider shall be responsible to provide power connection/ cabling from DB to Advertising Product; and
- 10.2 Service Provider shall satisfy himself of any additional equipment required against power fluctuation for their Advertising Product.

## **PART D – BREACH AND TERMINATION**

### **11. Breach and Termination**

- 11.1 If the Service Provider commits a material breach of the Service Agreement and fails to remedy such breach within given time of receipt of notice indicating such breach, the TPC shall be entitled to, without prejudice to any other remedy under Applicable Law or the Service Agreement, seek specific performance of the Service Agreement or terminate the Service Agreement on notice to the Service Provider. In either event, the TPC shall be entitled to recover such damages and losses as it may have sustained, apart from disconnecting the electricity and other utilities.
- 11.2 For the purposes of the Service Agreement, a material breach shall be if the Service Provider:
- (b) delegates or sub-contracts the Service Agreement or part thereof in contravention to the Service Agreement; or
  - (c) abandons the Advertising Locations or any of its obligations under the Service Agreement; or
  - (d) consistently fails to observe any provision of the Service Agreement (despite being given notice in relation thereto); or
  - (e) is liquidated, placed under business rescue or is sequestered (whether provisionally or finally and whether voluntary or compulsorily); or

- (f) effects a general compromise with its creditors or any other arrangement with its creditors, necessitated by the inability of the Service Provider to pay its debts; without informing the TPC of its financial viability affecting the Service Providers function as per the Service Agreement.
  - (g) delayed Quarterly Rent payment for three months; or
  - (h) or customers of the Advertising Locations interrupts bus operation, interfere or attempts to do so or attempts to restrict entry of passengers to stations; or
  - (i) fails to observe three (03) consecutive notices in a month by the TPC for addressing a particular issue under the Service Agreement; or
  - (j) sign an agreement with Customer beyond contractual period.
- 11.3 The TPC may, at any time without prejudice to any other right it may have under the Applicable Law or in accordance with the Service Agreement, terminate the Service Agreement immediately upon notice to the Service Provider if the Service Agreement expires or is terminated.
- 11.4 In the event of termination or expiration of the Service Agreement:
  - (a) The TPC shall be entitled to immediately take possession of the Advertising Locations and the Service Provider shall be required to do all things necessary to this effect, including dismantling of all Advertising Products from the Advertising Locations;
  - (b) the Service Provider shall promptly cause the necessary repair or replacement as per recorded inspection survey sustained by the Advertising Locations at the Service provider's own expense; and
  - (c) any Advertising Product or Advertising Contents other Service Provider's property not removed within ten (10) days after termination/expiration of the Service Agreement will be removed by the TPC at risk and cost of the Service provider. Further, the Service Provider shall be considered as an illegitimate possessor of the Advertising Locations and shall be liable for payment of amount charged at three (03) times of agreed Quarterly Rent on pro-rata basis (One day rent = 3 x Agreed Quarterly Rent/90) for each day of delay of such evacuation.
- 11.5 The Service Provider acknowledges that the Service Agreement shall be terminated immediately upon notice to the Service Provider if the Service Agreement expires or is terminates, unless the Parties agree otherwise in writing. The Service Provider further waives its statutory rights in connection with its right to occupy the Advertising Locations at the end of the termination period contained in the Service Agreement.

## **PART E – MISCELLANEOUS MATTERS**

- 12 No warranties
- 12.1 The Service Provider acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the TPC before the date of the Service Agreement as to any of the matters mentioned in the Service Agreement.
- 12.2 The TPC gives no warranty that the Advertising Locations will earn the amount estimated by the Service Provider and the Service Provider shall do such due diligence at its own cost and risk.
- 13. Limitations of TPC's Liability
- 13.1 The TPC is not liable for:
  - (a) any compensation monetary or other due to death of, or injury to the Service Provider, its employees, agent, customers or invitees to the Advertising Locations;
  - (b) damages to any property of the Service Provider or that of the Service Provider's employees, customers or other invitees to the Advertising Locations; or
  - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Service Provider or the Service Provider's employees, customers or other invitees to the Advertising Locations in the exercise or purported exercise of the rights granted by the Service Agreement.

## **14. Dispute Resolution**

### **14.1 Disputes**

For the purposes of this Clause, the term “dispute” shall be interpreted in its widest sense and shall include any dispute or difference in connection with or in respect of the conclusion or existence of the Service Agreement, the carrying into effect of the Service Agreement, the interpretation or application of the provisions of the Service Agreement, the Parties’ respective rights and obligations in accordance with and arising out of the Service Agreement or the validity, enforceability, rectification, termination or cancellation, whether in whole or in part, of the Service Agreement. Save as otherwise provided for in the Service Agreement, any dispute between the Parties arising in connection with the Service Agreement shall be resolved in accordance with the provisions of this Clause.

### **14.2 Resolution by Chief Executives**

Any dispute arising in connection with the Service Agreement may be referred by either Party to the Chief Executive Officer of the Service Provider and the Chief Executive Officer of the TPC (or such other senior executives as the relevant Parties may determine) who shall resolve the matter within fifteen (15) Business Days of the dispute being so referred to them or within such other time as may be agreed between the Parties.

### **14.3 Arbitration**

If the Parties are unable to resolve the dispute pursuant to Clause 14.2 above, either Party shall refer a dispute to arbitration by notifying the other Party in writing of its intention to do so. In case the matter is taken to the arbitration, both the parties will nominate their arbitrators and Managing Director Khyber Pakhtunkhwa Urban Mobility Authority (KPUMA) will be the mediator to the arbitrating body.

14.3.1 The arbitration proceedings shall be carried out under the procedures, rules and regulations of Arbitration Act, 1940 and its successors, and such procedures, rules and regulations shall be deemed to be incorporated into this Clause by reference.

14.3.2 The seat of the arbitration shall be Pakistan and all arbitration hearings shall be held in Peshawar unless otherwise agreed in writing by the Parties.

14.3.3 Unless otherwise required by the TPC, such arbitration shall be conducted in the English language and the award of any arbitrator or arbitral panel, together with the reasons for the determination, shall be written in the English language.

14.3.4 Unless otherwise required by the TPC, all evidence, submissions or documents presented at the arbitration in a language other than the English language shall be accompanied by a simultaneous English language translation thereof, if oral, or if written, a certified English language translation.

14.3.5 The arbitrator or arbitral panel shall have full jurisdiction to open up, review and revise any determinations, decisions or findings in relation to the dispute.

14.3.6 The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the duration of the Service Agreement.

14.3.7 Any monetary award in any arbitration shall be denominated and payable in PKR.

14.3.8 The Parties agree that all interim or final decisions and/or awards of the arbitrator or arbitral panel shall: (i) be binding on the Parties and shall be given effect and implemented forthwith by them; and (ii) be subject to the confidentiality restrictions in the Service Agreement and except as provided by the Service Agreement between the Parties, may not be publicised or otherwise disclosed provided always that nothing in this Clause shall prevent either Party from applying to any court of competent jurisdiction to enforce the award.

14.3.9 The Parties hereby expressly agree irrevocably to waive all rights and recourse to appeal or challenge, and neither Party shall request the local courts to open up, revise or review, the final award of the arbitrator or arbitral panel save and except in the specific instances set out in Arbitration Act, 1940.

14.3.10 Reference of a dispute to arbitration shall not in any way vitiate nor invalidate the Service Agreement and the Service Provider shall proceed with its obligations under the Service Agreement with all due diligence.

## **15. Force Majeure**

15.1 For purposes of this clause, "Force Majeure" means an event beyond the control of parties and not involving the party's fault or negligence and not foreseeable. Such events may include, but not restricted to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes recognized and declared by the political governments i.e., Federal and Provincial Governments.

15.2 That before or after the effect of the aforementioned declarations by the governments, the TPC and the Service Provider with their maximum efforts attempt to perform their obligations and coordinate their limitations and restrictions due to force majeure through timely notices. It is also important to notify and inform the TPC about the inability of the Service Provider to perform its functions partially or completely and duration shall be mentioned in the said notice or information so that the TPC would be able to arrange alternate course of action which shall not be less than thirty (30) days. Further in a condition of where the duration of Force Majeure and its cause remains for limited time, the service provider would be liable to get back to his function subject to the TPC prior approval.

15.3 The Service Provider shall not be liable for penalties or termination for default if and to the extent that it's delays in performance or failure to perform its obligations under the Service Agreement is the result of an event of Force Majeure.

15.4 The Service Provider shall continue to perform its obligations under the Service Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

## **16. Communication**

16.1 Wherever the Service Agreement provides for the giving or issuing of approvals, consents, notices or requests, these communications shall be:

16.1.1 in writing and delivered by hand (against receipt), sent by registered mail or courier, or transmitted using any of the systems of electronic transmission agreed between the Parties, including scanned and emailed letters [followed by registered mail]; and

16.1.2 delivered, sent or transmitted to the following address or email address (as applicable) for the recipient's communications:

In the case of the TPC:

[Address]

Attention:

[Email]; and

In the case of the Service Provider:

[Address]

Attention:

[Email];

16.1.3 provided that: (i) any oral communications shall not become binding upon the Parties until they are confirmed in writing; (ii) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and (iii) if the recipient has not stated otherwise, it may be sent to the address from which the communication was issued.

16.1.4 Any communication addressed in accordance with Clause 16.1 which has been sent by:

16.1.5 registered mail shall be deemed to have been received within [fourteen (14)] days after the same shall have been posted and, in proving such service, it shall be sufficient to produce a registered mail receipt confirming the correct postage address of the addressee in accordance with Clause 16.1; and

16.1.6 electronic mail shall be deemed to have been delivered on the day of dispatch if dispatched prior to 17.00 hours Pakistan time, or otherwise on the next Business Day, provided that receipt shall not be taken to have delivered if the sender receives an automated message indicating that the email has not been delivered to the recipient.

## **17. Change in Law**

17.1 The Service Provider acknowledges and agrees that it shall take full risk and responsibility for a Change in Law governing the Services.

17.2 Any resolution reached between the Parties shall be recorded in writing and such record shall be signed by both Parties and shall become the part of the Service Agreement.

## **18. Remedies**

18.1 No remedy conferred by the Service Agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise. The selection of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

## **19. Confidentiality**

19.1 Each Party shall not disclose, use or permit to use the Confidential Information, other than information necessary for performance of the Services, to its employ, agent, customer or 3<sup>rd</sup> party, without prior permission.



19.2 The Service Provider shall not make any comments to the media relating to the Service Agreement and any related matter nor shall it respond to any queries from the media without the prior written approval of the TPC.

**20. Severance**

20.1 In the event that any provision of the Service Agreement is held by any judicial or other competent authority to be illegal, invalid or unenforceable that provision shall be severed to the extent necessary to make the Service Agreement enforceable, and it shall not affect or impair the validity, legality or enforceability of any of the other provisions of the Service Agreement.

**21. No agency**

21.1 No provision of the Service Agreement shall be construed as constituting an agency, partnership, or joint venture between the Parties and neither Party shall have any express or implied intention to bind the other Party in any way or to represent the other Party unless specifically provided to the contrary in the Service Agreement.

21.2 The Service Provider is an independent entity performing the Service Agreement. The Service Provider and his employees/staff is not an employee or agent of the TPC.

**22. Corruption and Fraud**

22.1 The Service Provider warrants that in entering into the Service Agreement it has not committed any Prohibited Act.

22.2 In the event that the Service Provider is contacted by a Public Official requesting or suggesting that the Service provider act in a manner which would constitute a Prohibited Act, the Service Provider shall immediately provide the TPC in writing with full details of the request (including the identity of the Public Official making the request).

22.3 Without prejudice to Clause 22.2 above, the Service Provider shall ensure that its staff undertaking activities in connection with the Service Agreement are subject to similar obligations to those set out in Clause 22 and the Service Provider shall enforce such obligations.

22.4 In the event that the Service provider fails to comply with the requirements of Clause 22, the TPC shall be entitled to terminate the Service Agreement pursuant to Clause 11 (*Breach and Termination*) of the agreement.

**23. Entire Agreement**

23.1 The Service Agreement constitutes the entire agreement between the Parties in relation to all matters contained herein, including all understandings, rights, responsibilities, duties and obligations and supersedes all prior arrangements, representations, communications, negotiations, agreements and contracts (whether written or oral) made between or entered into by the Parties with respect thereto prior to the Effective Date. None of the Parties shall have any claim or right of action arising from any undertaking, representation or warranty not included in the Service Agreement.

**24. No stipulation for the benefit of a third person**

24.1 Save as is expressly provided for in the Service Agreement, no provision of the Service Agreement constitutes a stipulation for the benefit of a third person which, if accepted by the person, would bind any Party in favour of that person.

24.2 Notwithstanding any other provisions there is no third person liability on the TPC directly or indirectly in the implementation of the Services as per the Service Agreement. Otherwise, Service Provider would be liable for the interests and cost claimed by the third person.

**25. No representations**

25.1 A Party may not rely on any representation which allegedly induced that Party to enter into this agreement, unless the representation is provided in this agreement.

**26. Amendment**

26.1 Except as set out elsewhere in the Service Agreement, no modification, amendment, addendum or variation to the Service Agreement shall be effective or binding, unless it (i) is made in writing; and (ii) expressly sets out the modification, amendment, addendum or

variation to the agreement; and (iii) refers to the Service Agreement; and (iv) is signed and dated by an authorized representative of each Party.

**27. Indulgences**

27.1 The grant of any indulgence, extension of time or relaxation of any provision by the TPC under the Service Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

**28. General co-operation**

28.1 The Parties shall co-operate with each other and shall each execute and deliver to the other Party such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this agreement.

**29. Governing law**

29.1 The Service Agreement is to be governed, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan.

**30. Language**

30.1 Unless expressly notified in advance by the TPC, the primary language of the agreement shall be English. All documents and communications issued between the Parties shall be in English. Unless expressly notified in advance by the TPC, all minutes of meetings shall be issued in English.

**31. Independent advice**

31.1 Each Party hereby agrees and acknowledges that: (i) it has been free to secure independent legal advice as to the nature and effect of each provision of the Service Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and (ii) each provision of the Service Agreement (and each provision of the Annexes) is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with the Service Agreement.

**32. Good faith**

32.1 The Parties shall, at all times, act in good faith towards each other and shall not bring the other Party into disrepute.

**33. Survival of rights, duties and obligations**

33.1 The Surviving Provisions will survive termination or completion of the Service Agreement.

33.2 In the event that the Service Agreement is terminated or completed, neither Party shall be liable to the other Party except: (i) under the Surviving Provisions; or (ii) in respect of any breach of the Service Agreement occurring before such termination or completion; or (iii) any rights or liabilities between the Parties that were pre-existing as at the date of termination or completion.

**34. Waiver**

34.1 Subject to Clause 34.2 below, no relaxation, forbearance or delay by a Party in enforcing the Service Agreement will prejudice, affect or restrict the rights, responsibilities, obligations, powers or remedies of that Party nor shall any waiver by either Party of any such rights, responsibilities, obligations, powers or remedies, or of any breach of the Service Agreement, be deemed to be a waiver of any other right, responsibility, obligation, power or remedy, or of any later or continuing breach of, the agreement.

34.2 Any waiver of a Party's rights, responsibilities, obligations, power or remedies arising out of, under or in connection with the agreement shall be in writing, dated and signed by the representative of the Party granting such waiver, and shall specify the right, responsibility, obligation, power or remedy and the extent to which it is being waived. No waiver of a breach of a term of the agreement operates as a waiver of any other breach of that term, or of a breach of any other term, of the Service Agreement.

**35. Costs**

35.1 Any costs, including all legal costs on an attorney and own client basis and taxes, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

### **36. Assignment**

- 36.1 The Service provider shall not cede, assign, delegate, novate, sublet, charge or transfer any of its rights or obligations under the Service agreement, or any part of it, or any benefit or interest therein, to any other person.
- 36.2 Notwithstanding anything to the contrary stated in the Service Agreement, the TPC shall be entitled, without requiring the consent of the Service provider, to cede, assign, delegate, novate or transfer any rights and/or obligations under the Service Agreement to any third party.

### **37. Performance Security**

- 37.1 The Service provider shall ensure that it maintains with the TPC a valid and enforceable Performance Security in shape of Bank Guarantee on a prescribed format (**Annex D**) or Demand Draft or Call Deposit Receipt in favour of Chief Executive Officer TransPeshawar until the Service Provider has fulfilled all of its obligations under the Service Agreement. The Service Provider shall deliver to the TPC within 28 days of issuance of Letter of Award, the duly executed Performance Security to the amount of 5% of the Total contract price (in PKR) for the due and punctual fulfilment of all obligations and due and punctual payment of all amounts under the Service Agreement. In case of Bank Guarantee it shall have a period of [one (1) year] and shall be renewed or replaced no later than thirty (30) days before its expiry. Such renewed or replacement of Bank Guarantee shall be delivered to the TPC no later than fifteen (15) days prior to the expiry of the existing Bank Guarantee. The TPC shall return the previously provided Bank Guarantee to the Service Provider within ten (10) days of the receipt of the replacement Bank Guarantee.
- 37.2 The Performance Security shall be issued by a scheduled bank of Pakistan, as approved by the TPC.
- 37.3 If the Service provider fails to provide the TPC with a replacement Bank Guarantee as required under the Service Agreement, the TPC may (without prejudice to its other remedies) immediately liquidate all or part of the Bank Guarantee.
- 37.4 If the Performance Security is partially liquidated, the Service Provider is obliged to replenish the Performance Security in full within seven (7) days of the date of any liquidation thereof. If the Service Provider fails to replenish the Performance Security in accordance with this Clause, this shall constitute a breach of the Service Agreement and the TPC shall be entitled to liquidate the remainder of the Performance Security and terminate this Agreement pursuant to Clause 11 [*Breach and Termination*] of this Agreement.
- 37.5 The Service Provider shall not be entitled to set-off against the Performance Security any payable by it under the terms of the Service Agreement.
- 37.6 Subject to the fulfilment by the Service Provider of all of its obligations under the Service Agreement, the Performance Security shall be released by the TPC within thirty (30) days after the Termination Date.
- 37.7 All fees, taxes and expenses associated with preparing, providing, issuing, extending, replacing, replenishing or stamping (if applicable) of the Performance Security shall be borne by the Service provider.

**38. Reserve Fund**

38.1 The Service Provider shall ensure that it maintains with the TPC a Reserve Fund to the amount of Rs. 2,000,000/- until the Service Provider has fulfilled all of its obligations under the Service Agreement. The Service Provider shall deposit the Reserve Fund within 28 days of issuance of Letter of Award in the designated account as mentioned in **Annex-C**, for the due and punctual fulfilment of all obligations and due and punctual payment of all amounts under the Service Agreement.

38.2 If the Reserve Fund is partially liquidated, the Service Provider is obliged to replenish the Reserve Fund in full within seven (7) days of the date of any liquidation thereof. If the Service Provider fails to replenish the Reserve Fund in accordance with this Clause, this shall constitute a material breach of the Service Agreement and the TPC shall be entitled to liquidate the remainder of the Reserve Fund or Performance Security and terminate the Service Agreement pursuant to Clause 11 [*Breach and Termination*] of this Agreement.

**This Service Agreement** has been executed on the date stated at the beginning of this agreement.

**Signature and Seal for and on behalf of TransPeshawar: Signature and Seal of Service Provider:**

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Name of Authorized Representative

**Witness # 1:**

**Witness # 2:**

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

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

## ANNEX-A

### DEFINITIONS AND INTERPRETATION

#### 1. Definitions

- 1.1 In the Service Agreement, the following words and expressions shall have the meanings set out below:
- 1.1.1 **“Advertising Locations”** includes louvers, static/still glass, escalators and elevators as mentioned under **Annex-B**;
- 1.1.2 **“Advertising Product”** is a tool to disseminate Advertising Contents and includes backlit boards, Vinyl/one Vision (double sided) and Digital Kiosk;
- 1.1.3 **“Advertising Content”** content to be displayed by the Service Provider for promotion i.e., static contents, imagery, and visuals;
- 1.1.4 **“Annexes”** means the annexes attached to the Service Agreement;
- 1.1.5 **“Applicable Law”** means any constitution, statute, ordinance, treaty, decree, proclamation or subordinated legislation or other legislative measure, as amended from time to time, including all national and provincial statutes and legislation and all municipal by-laws, as well as the common law and customary law and any judgment, decision, order or rule of any court or tribunal with relevant jurisdiction and any decision made by judicial or administrative bodies in accordance with any of the foregoing;
- 1.1.6 **“Business Day”** means any day other than a Saturday, Sunday or public holiday in the Islamic Republic of Pakistan;
- 1.1.7 **“BRT Transit System”** means the sustainable BRT transit and complimentary urban mobility and public transport system meant for movement of passengers from one place to other within the BRT transit area;
- 1.1.8 **“Change in Law”** means: (a) the adoption of a new law; or (b) a change in or repeal of an existing law, which after the Effective Date results in: (i) a change in the taxes, duties or levies payable by the Service Provider for performance of obligations under the Service Agreement; or (ii) a change in or the repeal of any other requirement for the performance of obligations under the Service Agreement;
- 1.1.9 **“Contract Price”** is a total amount to be paid by the Service Provider for execution of the Services;
- 1.1.10 **“Customer”** is an individual or company that consumes or buys an Advertising Locations and can choose between different options.
- 1.1.11 **“Commencement Date”** means the date indicated as the Commencement Date in the service notice given to the Service Provider by the TPC in accordance with clause 2.2 of the Service Agreement;
- 1.1.12 **“Confidential Information”** means all information, without limitation, of whatsoever nature:
- (a) relating to the Disclosing Party’s business, operations, processes, drawings, sketches, plans, models, product information, know-how, market opportunities, customers and business affairs;
  - (b) relating to the relationship of the Disclosing Party with its customers and suppliers; or
  - (c) relating to the contents of the Service Agreement and any other information received pursuant to the Service Agreement, but excludes information which:
    - (i) is required to be disclosed under any law or regulation, or by any Regulatory Body, including any stock exchange on which a Receiving Party may be listed, provided that the Receiving Party in question shall first consult with the Disclosing Party before making any such disclosure, statement or announcement; or
    - (ii) is in the public domain or enters into the public domain in any way, provided that the entry of such information into the public domain did not entail a breach of this agreement by the Receiving Party; or

- (iii) the Receiving Party can show it was within its possession or knowledge, such information being in its use or having been recorded in its files, computers or other recording media, prior to receipt thereof from the Disclosing Party and which information was not previously acquired by the Receiving Party under any obligations of confidence or unlawfully; or
  - (iv) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
  - (v) was disclosed by the Disclosing Party to a third party without restriction on disclosure or use, including without limitation, by way of a patent specification; or
  - (vi) is hereafter disclosed or made available in good faith to the Receiving Party from a source other than the Disclosing Party, without breach by the Receiving Party of any obligation of confidentiality or non-use owed to the Disclosing Party or without breach by such other source who, to the knowledge of the Disclosing Party, is not subject to an obligation of confidentiality or non-use owed to the Disclosing Party; or
  - (vi) is developed independently by the Receiving Party without reference to the Confidential Information;
- 1.1.16 "**Disclosing Party**" means the Party disclosing Confidential Information to the Receiving Party;
- 1.1.17 "**Effective Date**" means the date at which the Service Agreement signed by each Party, the latest of the dates upon which the Service Agreement was signed by any Party;
- 1.1.18 "**Term**" has the meaning given to it in Clause 2.2.1 of the Service Agreement and also include any extension thereof;
- 1.1.19 "**Party**" means a party to the Service Agreement;
- 1.1.20 "**Prohibited Act**" means:
- (a) offering, giving or agreeing to give to a Public Official a gift or consideration of any kind as an inducement or reward for:
    - (i) doing or not doing (or for having done or not having done) any act; or
    - (ii) showing or not showing (or for having shown or not shown) favour or disfavor to any person,
      - in relation to the award or performance of the agreement or any other agreement with TPC; or
  - (b) entering into an agreement for which commission has been paid or has been agreed to be paid by the Service Provider or on its behalf, or to its knowledge, unless before the relevant agreement is entered into, particulars of any such commission and of the terms of any such agreement for the payment thereof have been disclosed in writing to TPC; or
  - (c) committing any offence under the Applicable Law creating offences in respect of fraudulent acts; or
  - (d) defrauding, attempting to defraud or conspiring to defraud the TPC;
- 1.1.21 "**Public Official**" means an official or employee of a government owned or controlled enterprise or any Regulatory Body and shall include any individual defined as a public official in an Applicable Law;
- 1.1.22 "**Quarterly Rent**" means the rent payable by the Service Provider for relevant quarter of the year as per **Annex-C**;
- 1.1.23 "**Receiving Party**" means the Party receiving Confidential Information from the Disclosing Party;
- 1.1.24 "**Regulatory Body**" means any governmental, semi-governmental, administrative, fiscal or judicial ministry, department, commission, authority, tribunal, agency, police, notary public or municipality, and shall include the provider of electricity, gas, water, wastewater, telecoms and other such public services, and anybody with a regulatory function under the Applicable Law;
- 1.1.25 "**Rent Deposit Account**" means a bank account where the Quarterly Rent is to be paid as set out in **Annex- C (Rent and Rent Deposit Account)** of the Service Agreement.

- 1.1.26 "**Surviving Provisions**" means Clause 1 (*Preliminary Matters*); Clause 11 (*Breach and Termination*); Clauses 11-38 (*Part E – Miscellaneous Matters*) and this Annex A;
- 1.1.27 "**Service Provider**" has the meaning given to it in Recital 2;
- 1.1.28 "**TPC**" has the meaning given to it in Recital 1.
- 1.1.29 "**Utilities**" mean water, sewerage, electricity and telephone and such other supplies as are available for the benefit of the Advertising Locations from time to time.

## **2. Interpretation**

- 2.1 In the Service Agreement:
  - 2.1.1 in the event of conflict between the Annexes and the provisions of the Service Agreement (excluding the Annexes), the provisions of the Service Agreement shall prevail;
  - 2.1.2 any definition in the Service Agreement, shall bear the same meaning and apply throughout the Service Agreement including Annexes hereto, unless otherwise stated or inconsistent with the context in which it appears;
  - 2.1.3 the singular includes the plural and vice versa;
  - 2.1.4 a reference to a statutory provision includes any subordinate legislation made from time to time under that provision and includes those provisions as amended, consolidated, re-enacted or replaced from time to time;
  - 2.1.5 a reference to a document includes the document as modified from time to time and any document replacing it, in each case in the manner permitted by the Service Agreement;
  - 2.1.6 a reference to a gender includes all genders;
  - 2.1.7 a reference to any government agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body that performs most closely the functions of the defunct body;
  - 2.1.8 a reference to an "agent" shall mean any person with a contractual relationship with a Party and carrying out activities or obligations on behalf of that Party;
  - 2.1.9 references in the Service Agreement to "Clauses" or to "Annexes", are to clauses of and Annexes to the Service Agreement;
  - 2.1.10 references to notices or requests made or received by any of the Parties shall, unless expressly provided otherwise in this agreement, refer to notices or requests in writing;
  - 2.1.11 references to "agree" or "agreed" shall require the agreement to be recorded in writing and signed by the authorized representatives of the Parties;
  - 2.1.12 no rule of construction shall be applied to the disadvantage of a Party to this agreement because that Party was responsible for or participated in the preparation of this agreement or any part of it;
  - 2.1.13 unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a Business Day, the next succeeding Business Day;
  - 2.1.14 references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s, as the case may be;
  - 2.1.15 if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
  - 2.1.16 the use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and it shall be construed as if it were followed by "without being limited to".

**ANNEX-B**  
**ADVERTISING PRODUCTS SPECIFICATION AND LOCATIONS**

**1. DIGITAL KIOSK**

**i. Specification**

<b>Display size</b>	Size: 50 inch or larger
<b>Maximum</b>	1920x1080 FHD, 4k (optional)
<b>CPU / Operating</b>	Android / Windows
<b>Panel</b>	LED backlight, All New A+ panel
<b>Input and output</b>	USB ports, SD Card (Memory), RJ45,
<b>Picture</b>	Attached for illustration only
<b>Storage</b>	500GB SSD or more
<b>Accessories</b>	As recommended by bidder to meet advertisement functions & meet contractual requirements

**ii. Location with Quantity**

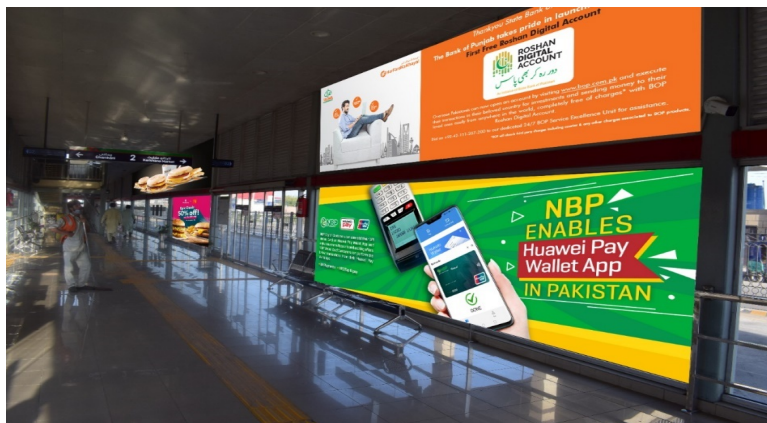
<b>Sr#</b>	<b>Station#</b>	<b>Station Name</b>	<b>No. of Digital Kiosk</b>
1	1	Mall of Chamkani	1
2	2	Sardar Gardhi	2
3	3	Chughal Pura	1
4	4	Faisal Colony	2
5	5	Old Haji Camp	2
6	6	Lahore Adda	2
7	7	Gulbahar Chowk	2
8	8	Hashtnagri	2
9	9	Malik saad shaheed	4
10	10	Khyber Bazar	4
11	11	Shoba Bazar	2
12	12	Dabgiri Gardens	4
13	13	Railway Station	1
14	14	FC Chowk	2
15	15	Sadar Bazar	4
16	16	Mall Road	2
17	18	Tehkal Payan	2
18	19	Tehkal Bala	4
19	20	Abdara Road	4
20	21	University Town	2
21	22	UOP	3
22	23	Islamia College	2
23	24	Board bazar	4
24	25	Mall of Hayatabad	4
25	26	Bab-e-Peshawar	1
26	27	Phase 3	1



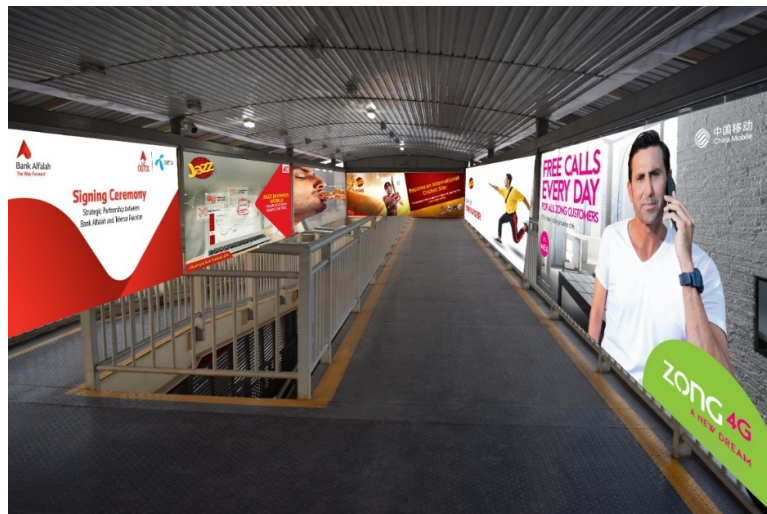
27	28	Tatara Park	1
28	29	PDA	1
29	30	Hospital Chowk	1
30	31	Karkhano Market	2
		KPUMA	1
<b>TOTAL DIGITAL KIOSKS</b>			<b>70</b>



## 2. GLASS and LOUVERS with Sample Images (2A)



### 3. MEZAMMINE LEVEL GLASS WITH BRANDING (2B)



#### 4. ESCALATOR AND ELEVATOR with BRANDING



**ANNEX-C**  
**RENT DEPOSIT AND RENT DEPOSIT ACCOUNT**

Year	Quarter	Rent for Peshawar Thirty (30) BRT Stations (Chamkani to Karkhano Market) PKR (Exclusive of all Taxes)
1	1	
	2	
	3	
	4	
2	1	
	2	
	3	
	4	
3	1	
	2	
	3	
	4	
Total Rent in PKR (Exclusive of all Taxes)		

**Rent Deposit Account details are as follows:**  
**CEO TRANSPESHAWAR**  
**Bank Name: The Bank of Khyber**  
**Account Number: 0001 0000 1182 4005**



**ANNEX-D**  
**PERFORMANCE GUARANTEE FORM**  
*[TO BE ISSUED ON JUDICIAL PAPER OF PRESCRIBED FEE BY BANK LICENSED TO CONDUCT BUSINESS  
IN THE ISLAMIC REPUBLIC OF PAKISTAN]*

This Performance Guarantee No. <Insert No.> is made on <Insert date> 2021 (the "Guarantee")

**Ref:** Letter of Award for **Indoor Advertising Services Management at Peshawar BRT Stations** dated <Insert date> 2021 (the "Agreement")

**Beneficiary:** **TRANSPESHAWAR (THE URBAN MOBILITY COMPANY)**, a Public Sector Company incorporated with Security Exchange Commission of Pakistan in February 09, 2017, with company registration No.0105691 and whose registered address is at Ali Tower, Second Floor, University Road, Peshawar, KPK. ("**employer**")

**1. GUARANTEE**

We <Insert name of Bank> Bank (the "**Guarantor**") have been informed that <Insert name of the Company> (the "**Service Provider**") has been awarded the Agreement relating to **Indoor Advertising Services Management at Peshawar BRT Stations** (the "**Project**").

- 1.1 The Guarantor hereby irrevocably and unconditionally undertakes to pay to employer on its first demand for payment, without regard to any objections or defences to employer's demand from the Service Provider or any other person, an amount or amounts not exceeding in total **PKR ----- (in words)**.

**2 TIME FOR PAYMENT**

- 2.1 Any amount demanded by employer shall be paid by Guarantor to employer within seven (07) days of receipt of the employer's demand for payment stating that the Service Provider is in breach of its obligations arising under, out of or in connection with the Agreement and the Guarantor shall have neither the right nor the duty or obligation to challenge the accuracy or sufficiency of such statement or the amount specified in the demand.

**3 VALIDITY OF GUARANTEE**

- 3.1 This Guarantee shall come into force on the date hereof and shall remain valid until <insert date> whereupon this Guarantee shall expire and be returned to the Guarantor.

**4 PAYMENT FREE OF DEDUCTIONS AND WITHHOLDINGS**

- 4.1 Any payment under this Guarantee shall be made free and clear of, and without deduction for or on account of, any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

**5 Notices and Demands for Payment**

- 5.1 Any demand for payment made under this Guarantee shall be delivered by

hand or registered courier and be deemed to be duly made at the time of, and on the date of, delivery to the contact details of the addressee stated in Schedule 1 (the “**Contact Details**”),

5.2 Any notice or demand given or made by employer or the Guarantor relating to this Guarantee shall be in English.

**6 ASSIGNMENT**

6.1 Employer shall have the right to assign the rights and benefits under this Guarantee.

**7 DISPUTE RESOLUTION**

7.1 This Guarantee shall be governed by, interpreted and construed in accordance with the laws of the Islamic Republic of Pakistan. Each Party consents to the jurisdiction of the courts in the Islamic Republic of Pakistan.

**EXECUTED** for and on behalf of  
**[GUARANTOR]**

.....

(signed)

.....

Name

**Witnesses:**

## SCHEDULE TO THE PERFORMANCE GUARANTEE

For employer:

TransPeshawar Company

<Address line1>

<Address line2>

<Address line3>

Tel: <Insert employer's telephone number>

Fax: <Insert employer's fax number>

Email: <Insert employer's email address>

For the Attention of < \_\_\_\_\_ >

For the Guarantor:

<Insert Guarantor's Name>

<Address line1>

<Address line2>

<Address line3>

Tel: <Insert Guarantor's telephone number>

Fax: <Insert Guarantor's fax number>

Email: <Insert Guarantor's email address>

For the Attention of < \_\_\_\_\_ >