

**CORRIGENDUM FOR**

**Request for Proposals (RFP)**

**for**

**Outdoor Advertising Services Management in Peshawar BRT Corridor**

**Tender No. TPC/BD/RFP/OASM/2021-22/002**

December 17, 2021

Note: The corrigendum is affected in response to pre-bid meeting held on December 14, 2021. The corrigendum shall supersede and become integral part of original document.

- (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 – OUTDOOR ADVERTISING SERVICES MANAGEMENT AT PESHAWAR BRT CORRIDOR AND QUALIFICATION REQUIREMENTS**

### **4.1 Required Services**

#### **4.1.1 Summary**

The Outdoor Advertising Services Management at Peshawar BRT Corridor includes provision, installation, operation/sub-letting and maintenance of Advertising Products at designated outdoor Advertising Locations and undertaking of mandatory work from Chamkani to **Aman Chowk** as detailed under Clause 4 “Required Service” of the Service Agreement against payment of Contract Price as per terms and conditions of the Service Agreement to the TPC. Advertising Locations, Advertising Products and technical specification are indicated as **Annex-B**.

#### **4.1.2 Objectives**

- (a) Utilizing Advertising Locations 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 designs that are integrated into the BRT corridor facilities, aesthetically pleasing and consistent with the BRT corridor finishes and other surrounding facilities;
- (d) Undertaking of mandatory works from Chamkani to **Aman Chowk**.

#### **4.1.3 Detailed Tasks**

- (a) Advertising Products shall be utilized for occupying Advertising Location;
- (b) The services provider shall provide, install, operate/sub-let and maintain Advertising Products including provision of electrical connections at designated Advertising Locations;

## 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 maximize the returns from those locations.
- (B) The TPC has requested proposal for "**OUTDOOR ADVERTISING SERVICES MANAGEMENT AT PESHAWAR BRT CORRIDOR**" to be provided by Service Provider viz. contract "**Service Agreement for OUTDOOR ADVERTISING SERVICES MANAGEMENT AT PESHAWAR BRT CORRIDOR**" (hereinafter called the "**Service Agreement**") and has accepted the proposal submitted by the Service Provider for Outdoor Advertising Service Management at Peshawar BRT Corridor for payment of total rent of PKR. .... to the TPC (hereinafter called the "Contract Price")
- (C) The Service Provider agrees to perform "**OUTDOOR ADVERTISING SERVICES MANAGEMENT AT PESHAWAR BRT CORRIDOR**" that includes provision, installation, operation/sub-letting and maintenance of Advertising Products at designated outdoor Advertising Locations and undertaking of mandatory work from Chamkani to **Aman Chowk** as provided for 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 first 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

- h) The Service Provider shall not allow any Advertising Content which are prohibited under the Law or local culture and ethical standards or controversial in nature;
- i) The Service Provider shall not do such act or actions which harm passengers of the TPC and bus operation;
- j) The Service Provider in no way shall deal or discuss or interrupt with other contractors of respective BRT operation.
- k) The Service Provider shall ensure compliance of Supreme Court of Pakistan's orders **(Annex-E)** and other laws, rules and regulations governing the outdoor advertising business, issued from time to time.

Notwithstanding anything contained in the Service Agreement or its Annexes; employees, staff members, agents, assignees, labor, worker etc. whether formal or informal being engaged by the Service provider in the performance of the Services, the Service Provider shall 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.

#### 4.4 Mandatory Works from Chamkani to **Aman Chowk**

- 4.4.1 The Service Provider shall be responsible for maintenance of paint from Chamkani to **Aman Chowk**. This activity is required to be conducted in every **twelve (12)** months. The paint area includes: -

- a) Delineators (below the fence of corridor) both from out and inside corridor;
- b) yellow paint on two side lines (6-inch width) near Delineator near corridor fence inside corridor;
- c) yellow paint on middle line (6-inch width) in mid of Corridor;
- d) yellow paint on chevron portion on both sides of station

- 4.4.2 The Service Provider shall be responsible for painting of pillars, transoms, and bottom/ side of girders in color scheme/ design as approved by the TPC from Chamkani Station to Railway Station of BRT Bridge which is owned by TPC.

### 5. Co-operation with Other Contractors

- 5.1 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;
- 5.2 Should the Service Provider and other contractors fail to formulate operating procedures as envisioned in clause 5.1, 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;
- 5.3 In all event, notwithstanding anything contained in the provisions 5.1 & 5.2 above, the TPC shall at all times be entitled to issue protocols regulating the interaction between the Service Provider and other contractors/service providers;
- 5.4 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 5.1 above.

## PART C – FINANCIAL MATTERS

### 6. Payments

- 6.1 The amount of Quarterly Rent shall be payable to the TPC in accordance with **Annex C**.
- 6.2 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.

**ANNEX-B****ADVERTISING LOCATIONS, ADVERTISING PRODUCTS & SPECIFICATIONS**

<p><b>Advertising Location # 1:</b> Street Light Poles for Streamer/Light Boxes  <b>Total Quantity:</b> 250  <b>Advertising Product:</b> Streamer/Light Boxes</p> <p>(Street Light Poles assigned from Sardar Gardhi station till Malik Saad Shaheed station)</p> <p>The Advertising Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Dimension: 6 X 3 ft (72 (H) X 36 (W) Inches)</li> <li>• Outer frame: 2 inches</li> <li>• Corrosion Protection Aluminium/Steel frame with thickness between 18 to 20 gauge.</li> <li>• Shape: Rectangle</li> <li>• Type: Lighting/Non-lighting</li> <li>• Installation: Fixed Top and bottom clamps.</li> </ul>	<p><b>Advertising Location # 2:</b> Pedestrian Bridges  <b>Total Quantity=</b> 5  <b>Advertising Product:</b> Banner/Back Lit Boards</p> <p>(Pedestrian bridges assigned from Sardar Gardhi Station to Hashtnagri Station)</p> <p>The Advertising Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Dimension: 50 X 7 ft (600 (W) X 84 (H) Inches)</li> <li>• Corrosion Protection Aluminium/Steel frame with thickness between 18 to 20 gauge. Angle iron for support between the Banner frame and bridge railing shall be 1.5 to 2 inches. Front panel sheet for flex installation shall be at least thickness of 28 gauge.</li> <li>• Shape: Rectangle</li> <li>• Type: Non- Lighting/Non-Lightning</li> <li>• Installation: to be fixed at all corners with the bridge railing for firm support.</li> </ul>
<p><b>Advertising Location # 3:</b> Bridge Pillars  <b>Total Quantity=</b> 85  <b>Advertising Product:</b> Steel/Aluminium Frame Board/Backlit Boards</p> <p>(Bridge Pillars assigned between Malik Saad Shaheed to <b>Aman Chowk</b> at multiple locations)</p> <p>The Advertising Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Dimension: 10 X 5 ft (120 (H) X 60 (W) Inches)</li> <li>• Outer frame: 2 inches</li> <li>• Corrosion Protection Aluminium/Steel frame with thickness between 18 to 20 gauge.</li> <li>• Shape: Rectangle/Square or any other options aesthetically sound within the given area i.e., 50 sq./ft</li> <li>• Type: Lightning/Non-Lighting</li> <li>• Installation: Fixed from top and bottom.</li> </ul>	<p><b>Advertising Location # 4:</b> Street Light Poles for SMD  <b>Total Quantity=</b> 60  <b>Advertising Product:</b> SMD</p> <p>(Street Light Poles assigned from start of Sardar Gardhi to Malik Saad Shaheed station)</p> <p>The Advertising Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Dimension: 6 X 3 ft (72 (H) X 36 (W) inches)</li> <li>• Application: Outdoor</li> <li>• Tube Chip Colour: Full colour</li> <li>• Pixel Pitch: 6mm</li> <li>• Temperature: 35°C - 50 °C</li> <li>• Video signal (with video processor): AV, S-video, VGA, DVI, YPbPr, HDMI, SDI, DP</li> <li>• Colour and brightness Level: Adjustable by software</li> <li>• Control way: Computer, video-synchronous, real-time, off-line, wireless, internet etc.</li> <li>• Installation: As per standard mechanism</li> </ul>

Note: The dimensions above may vary by (+) 5%.

## ANNEX B

### ADVERTISING LOCATIONS, ADVERTISING PRODUCTS & SPECIFICATIONS



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

Year	Quarter	Rent for Street light poles for display of (6x3ft) Aluminium/Steel framed Streamers/Light Boxes fixed at 10-15 ft. height from ground level (As per specification in Annex B) (QTY 250)	Rent for Double sided (Two-way traffic) Pillar advertisement for display of (10x5ft) Aluminium/Steel frames/Backlit Board fixed at 10ft from ground level (As per specification in Annex B) (QTY 85)	Rent for Digital Pole Streamer P-6 Outdoor SMD for display (6x3ft) fixed at 10-15 ft. height from ground level (As per specification in Annex B) (QTY 60)	Rent for Double Sided (Two-way traffic) Pedestrian Bridge Banner/Backlit Boards for display of (50x7ft) Aluminium/Steel framed banner fixed towards two-way traffic (As per specification in Annex B) (QTY 5)
1	1				
	2				
	3				
	4				
2	1				
	2				
	3				
	4				
3	1				
	2				
	3				
	4				
Sub-Total		I	II	III	IV
Grand Total (I+II+III+IV)					

**Rent Deposit Account details are as follows:**

**CEO TRANSPESHAWAR**

**Bank Name: The Bank of Khyber**

**Account Number: 0001 0000 1182 4005**