

# **BID SOLICITATION DOCUMENTS**

**for**

## **Bus Wrap Advertising Services for Peshawar BRT Buses**

**Issued on:** May 23, 2023

**OCB No.:** TPC/BD/OCB/BW/2024-25/011

**Procuring Entity:** TransPeshawar (The Urban Mobility Company)

# **Preface**

This Bid Solicitation Documents is prepared by TransPeshawar (The Urban Mobility Company) and will be used for Bus Wrap Advertising Services for Peshawar BRT Buses.

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## ABBREVIATIONS AND ACRONYMS

ATL	Active Tax Payers List
ADC	Assets Disposal Committee
BGAP	Bank Guarantee for Advance Payment
BDS	Bid Data Sheet
BF	Bid Form
BSG	Bid Security/Guarantee
BSD	Bid Solicitation Documents
CF	Contract Form
DOA	Description of Assets
DOPA	Disposal of Public Assets
FBR	Federal Board of Revenue
GCC	General Conditions of Contract
GFR	General Financial Rules
GPS	Global Positioning System
GOKP	Government of Khyber Pakhtunkhwa
GRM	Grievance Redressal Mechanism
IFB	Invitation for Bids
ITB	Instruction to Bidders
ICB	International Competitive Bidding
JVCA	Joint Venture, Consortium, and Association
KPPRA	Khyber Pakhtunkhwa Public Procurement Regulatory Authority
KPRA	Khyber Pakhtunkhwa Revenue Authority
LOA	Letter of Acceptance

NCB	National Competitive Bidding
NOC	No Objection Certificate
NOA	Notification of Award
PG	Performance Guarantee
PS	Price Schedule
PE	Procuring Entity
QEC	Qualification and Evaluation Criteria
SBD	Standard Bidding Documents
SCC	Special Conditions of Contract
SoRs	Schedule of Requirements
The Procurement Act	Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012
The Procurement Rules	Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014
UIN	Unique Identification Number
URN	Unique Recognition Number

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**Part-I**  
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**Instructions to Bidders**

ITB Title	ITB No.	Description of ITB
<b>A. General</b>		
<b>1. Legal Framework for Disposal of Public Assets</b>	1.1	<p>Disposal of Public Assets (the term Public Assets is, hereinafter, interchangeably referred to as Assets or assets) under these Bid Solicitation Documents (BSD) for each particular case of disposal of assets by the Procuring Entity (PE) as named in <b>Bid Data Sheet</b> (hereinafter called “the Procuring Entity (PE)”, shall be undertaken following the provisions of the following legal instruments:</p> <ul style="list-style-type: none"> <li>a) The Khyber Pakhtunkhwa Public Procurement Regulatory Authority Act, 2012 (hereinafter, referred to as “<b>the Procurement Act</b>”)</li> <li>b) The Khyber Pakhtunkhwa Public Procurement of Goods, Works, and Services Rules, 2014 (hereinafter, referred to as “<b>the Procurement Rules</b>”)</li> <li>c) The Khyber Pakhtunkhwa Public Procurement Grievance Redressal Rules, 2017 (hereinafter, referred to as “<b>the Procurement Grievance Rules</b>”)</li> <li>d) Regulations, Guidelines, Orders, and Instructions issued under the above Act and Rules</li> </ul>
	1.2	<p>There are some specific provisions for the disposal of assets in the above legal instruments, while the principles, methods, and procedures, relating to the public procurement process, shall apply, <i>mutatis mutandis</i>, to the disposal of assets to maximize revenue to the Government, in place of the accumulated assets being disposed of. The provisions of the Procurement Act have an overriding effect in terms of Section 36-A of the Act, which states: “Notwithstanding anything to the contrary contained in any other law, concerning public procurement, the provisions of this Act shall have an overriding effect.”</p>
	1.3	<p>Other related legal instruments covering some modes of disposal of particular categories of assets or some aspects of the disposal of assets include:</p> <ul style="list-style-type: none"> <li>a) General Financial Rules (GFR)</li> <li>b) The Khyber Pakhtunkhwa Delegation of Financial Powers Rules, 2018</li> <li>c) The Khyber Pakhtunkhwa Public-Private Partnership Act, 2020</li> <li>d) The Khyber Pakhtunkhwa Tenancy Act of 1950</li> <li>e) Sector and Departmental Rules, Regulations, and</li> </ul>



		Procedures for the disposal of assets
	1.4	Unless otherwise specifically provided in the BSD, terms, and expressions used in this BSD shall have the same meanings and interpretation as described in the General Conditions of Contract (GCC) in Part-I Section-II.
	1.5	Disposal of Public Assets means the divestiture of any public assets and other rights of a Procuring Entity, wholly or partly, by any means, including sale, rental, lease, franchise, outsourcing, transfer of title, or any combination thereof, as specified in the <b>BDS</b> .
	1.6	Disposal of Public Assets shall be carried out through the method, procedure, and mode, as specified in the BDS. The mode(s) of disposal, depending on the nature of the assets and objectives of the disposal, may be any one or any combination thereof, from the following list, but not limited to: <ul style="list-style-type: none"> <li>a) Sale of moveable assets (purchasing or buying by bidder)</li> <li>b) Rental</li> <li>c) Lease out</li> <li>d) Hire-purchase</li> <li>e) Franchise</li> <li>f) Auction (open ascending price auction)</li> <li><b>g) Auction (sealed bid auction)</b></li> <li>h) License</li> <li>i) Tenancy</li> <li>j) Outsourcing</li> <li>k) Transfer of title</li> <li>l) Transfer from one Government Department to another with or without financial adjustments</li> <li>m) Lay off intellectual or proprietary rights and goodwill</li> <li>n) Any combination thereof</li> </ul>
	1.7	This SBD has been designed for use in the <b>Open Competitive Tendering &amp; Sealed Bid Auction</b> , in combination with other modes for the disposal of assets on a competitive basis.
	1.8	The SBD contains details regarding qualifications and eligibility criteria of bidders, description of assets for disposal, their locations and conditions, bid validity period, Bid Security/Guarantee, evaluation criteria, the reserve price of the assets, taxes, duties, cesses, commissions, fees, etc., where applicable, and the contract specimen, containing the terms and conditions of the disposal contract along with General Conditions of Contract and Special Conditions of Contract.
<b>2. Scope of Bid</b>	2.1	The Procuring Entity (PE), in connection with Invitation for Bids (IFB), indicated in the Bid Data Sheet (BDS), for disposal of assets, as per the description given in the Description of Assets in Part-II Section-IV and further specified in the BDS,

		issues this set of Bid Solicitation Documents (BSD) for the use of prospective bidders to prepare and submit their responsive bids.
	2.2	The Procuring Entity, Bidder, and Successful Bidder shall perform such acts and obligations in the manner and time, as described in the BSD.
<b>3. Source of Funds</b>	3.1	The funds, if any, required by the Procuring Entity for undertaking this case of disposal of assets will be arranged from appropriate sources as a Public Fund in terms of the Procurement Rules, as specified in the BDS.
<b>4. Eligible Bidders</b>	4.1	The Invitation for Bids (IFB) contained in Part-II Section-I and published in the prescribed manner will be open to all bidders, subject to meeting the Qualification and Eligibility Criteria and other conditions stated in Part-II Section-III and further specified in the BDS.
	4.2	A bidder participating in the bidding process through a representative shall submit a Power of Attorney to the Procuring Entity to that effect, on the format given in Part-II Section-VI, as specified in the BDS.
	4.3	The Lead Member of Joint Venture, Consortium, and Association (JVCA) shall confirm by submission of a Power of Attorney to the Procuring Entity, that establishes that all members/partners of the JVCA shall be jointly and severally bound and liable by the decisions and actions taken by him, and obligations created by the contract. A format for the Power of Attorney is given in Part-II Section-VI.
<b>5. One Bid per Bidder</b>	5.1	A bidder will be allowed to submit only one bid, either individually or as a member or partner in a Firm, Company, or JVCA, for any Lot/Package/Bidding Unit, in the same bidding process, unless otherwise specifically mentioned in the BDS.
	5.2	Subject to the exception provided in ITB Clause 5.1, if any, a bidder who participates in, or submits more than one bid, either individually or as a member or partner in a Firm, Company, or JVCA, for any Lot/Package/Bidding Unit, in the same bidding process, will render all such bids disqualified.
<b>6. Eligible Categories of Public Assets for Disposal</b>	6.1	Unless otherwise excluded by any law with an overriding effect, Public Assets for disposal may include any one or more of the following categories of assets, as stated in Description of Assets in Part-II Section-IV, and further specified in the BDS: <ul style="list-style-type: none"> <li>a) Any movable and immovable property; and</li> <li>b) Tangible assets, irrespective of whether in working, serviceable, or unserviceable conditions, and</li> </ul>

		<p>intangible assets, irrespective of whether indefinite or definite, including:</p> <ul style="list-style-type: none"> <li>i. Goods, Works, and Services, including both consulting services and non-consulting services, as defined in the Procurement Act and the Procurement Rules</li> <li>ii. Land and things appended thereto</li> <li>iii. Buildings, Highways, Bridges, Powerhouses, and other construction works</li> <li>iv. Plant and Equipment</li> <li>v. Raw materials, Semi-finished items, and Stock inventory</li> <li>vi. Furniture and Fixtures</li> <li>vii. Machinery and Vehicles</li> <li>viii. Computers, stationery, and scrapped items</li> <li>ix. Animals, Fisheries, and Livestock</li> <li>x. Agricultural inputs and produce</li> <li>xi. Forest inputs and produce</li> <li>xii. Minerals, ores, and coal</li> <li>xiii. Natural resources and wildlife</li> <li>xiv. Museums, Zoological Gardens, and Archaeological sites</li> <li>xv. Local Bodies and Municipal Services and Facilities, including but not limited to Vehicle Stands, Cattle Markets, Fruits and Vegetables Markets, Public Fairs, Sports and Recreation Facilities, Toll Services, Advertisement Sites, Parks, Parking Lots, Abattoirs, and Public Lavatories.</li> <li>xvi. Shares, Stocks, Bonds, Bills, Mutual Funds, etc.</li> <li>xvii. Intellectual rights (patents, brands, trademarks, copyrights, commercial secrets, etc.), goodwill, actionable claims, etc; and</li> <li>xviii. Any other kind of proprietary rights that are vested in the provincial government or the Procuring Entity.</li> </ul>
	6.2	The assets for disposal shall be offered on “ <b>as is where is</b> ” basis.
<b>7. Visit and Inspection of Assets</b>	7.1	The prospective bidders are advised to visit and inspect the assets for disposal in liaison with the designated person in the Procuring Entity, as specified in the BDS before they offer their bids. This will help them to arrive at the most

		competitive bid.
	7.2	The place and timing for the visit and inspection of assets shall be as described in the BDS. The Procuring Entity shall facilitate the conduct of the visit and inspection.
<b>B. Contents of Bid Solicitation Documents</b>		
<b>8. Content of Bid Solicitation Documents (BSD)</b>	8.1	<p>The BSD includes the following Parts, Sections, Forms, and Formats, which shall be read in conjunction with any amendment/addendum/corrigendum issued following ITB Clause 10:</p> <p><u>Part-I</u></p> <p>Section-I Instructions to Bidders (ITB)</p> <p>Section-II General Conditions of Contract (GCC)</p> <p><u>Part-II</u></p> <p>Section-I Invitation for Bids (IFB)</p> <p>Section-II Bid Data Sheet (BDS)</p> <p>Section-III Qualification and Evaluation Criteria (QEC)</p> <p>Section-IV Description of Assets (DOA)</p> <p>Section-V Special Conditions of Contract (SCC)</p> <p>Section-VI Bidding Forms:</p> <ol style="list-style-type: none"> <li>1. Bid Form;</li> <li>2. Price Schedule;</li> <li>3. Bid Security;</li> <li>4. Letter of Acceptance;</li> <li>5. Contract Form;</li> <li>6. Power of Attorney of a bidder participating in the bidding process through a representative;</li> <li>7. Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association (<b>6 (A)</b> at the time of bid submission) (<b>6 (B)</b> at the time of Contract Signing);</li> <li>8. Integrity Pact;</li> <li>9. Affidavit for Eligibility of Bidders.</li> </ol>
	8.2	The Instructions to Bidders (IFB) in Part-I Section-I issued by the Procuring Entity are not part of the Contract unless otherwise generally or specifically provided in the Contract Agreement.
	8.3	A bidder is expected to carefully read the contents of the BSD, including the instructions and notes therein and the forms and formats attached thereto. Failure to submit the bid (Bidding Documents) in the form and manner specified in the BSD or failure to furnish all information, data, and documents required by the BSD or to submit the bid not substantially responsive to the BSD in every respect will be at the risk of the bidder and may result in rejection of such bids.
<b>9. Clarification of</b>	9.1	A bidder/prospective bidder requiring any clarification of the

<b>Bid Solicitation Documents</b>		BSD may inquire or request the Procuring Entity in writing. The Procuring Entity will respond in writing to any query or request seeking clarification, which it receives as indicated in BDS. Written copies of the Procuring Entity's response, including an explanation of the query or request, but without identifying the source of the query or request, shall be disseminated as indicated in BDS.
	9.2	The Procuring Entity may hold a pre-bid meeting with the bidders/ prospective bidders, at least five (5) days before the last day for submission of bids, at the venue, date, and time, as specified in the BDS. Minutes of meeting and response to the queries shall be disseminated as indicated in BDS.
<b>10. Amendment of Bid Solicitation Documents</b>	10.1	At any time before the deadline for submission of the bids, the Procuring Entity may, for any reason, whether at its initiative or in response to any query or request for clarification by a bidder/prospective bidder or in response to pre-bid meeting, modify the BSD by issuing an amendment/addendum/corrigendum, as provided for and in manner specified under BDS.
	10.3	To allow the bidders/prospective bidders reasonable time in which to take the amendment/addendum/corrigendum into account in revising/preparing their bids, the Procuring Entity, at its discretion, may extend the deadline for submission of the bids.
<b>C. Preparation of Bids</b>		
<b>11. Cost of Preparation and Submission of Bid</b>	11.1	A bidder shall bear all costs and expenses associated with the preparation and submission of his bid, and the Procuring Entity shall in no case be responsible or liable for those costs and expenses, regardless of the conduct or outcome of the bidding process.
<b>12. Language of Bid</b>	12.1	The bids prepared by the bidders, all documents related thereto, and correspondence relating to the bids exchanged by the bidders and the Procuring Entity shall be written in the language, as specified in the BDS. However, supporting technical documents and printed literature furnished in the bidding process may be in another language, provided the same are accompanied by an accurate translation of the relevant passages in the language, as specified in the BDS. For interpretation and evaluation of the bids, the translation shall govern and prevail.
<b>13. Documents Comprising Bid</b>	13.1	<p>A bid prepared by the bidder shall comprise the following components:</p> <ul style="list-style-type: none"> <li>a) Bid Form and Price Schedule, following ITB Clause 20.1;</li> <li>b) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract</li> </ul>

		<p>if his bid is accepted, following ITB Clause 14.1;</p> <ul style="list-style-type: none"> <li>c) Bid Security, following ITB Clause 17.1;</li> <li>d) Power of Attorney of a bidder participating in the bidding process through a representative, following ITB Clause 4.2;</li> <li>e) Power of Attorney of the Lead Member of JVCA (<b>6 (A)</b> at the time of bid submission) (<b>6 (B)</b> at the time of Contract Signing), in the relevant cases only, following ITB Clause 4.3;</li> <li>f) Integrity Pact in cases of disposal of assets, following ITB Clause 43.1;</li> <li>g) Affidavit for Eligibility of Bidders, following ITB Clause 14.2;</li> <li>h) Any other document required to be submitted, as specified in the BDS.</li> </ul> <p>Note: All affidavits, Power of Attorney, and Integrity Pact shall be provided on a stamp paper of Rs 100/- each and duly notarized.</p>
<b>14. Documents Establishing Bidder's Eligibility and Qualification</b>	14.1	A bidder shall furnish documents needed to establish the bidder's qualification and eligibility to bid, and to perform the Contract if his bid is accepted, as specified in the BDS.
	14.2	A bidder shall submit an affidavit in the format given in Part-II Section-VI to the effect that he does not fall in the categories of ineligibility stated in the Qualification and Evaluation Criteria given in Part-II Section-III, as specified in the BDS.
	14.3	A bidder shall establish that he has the requisite capability to implement the restrictions on end-users and exports, if any, as stated in the BDS.
<b>15. Bidding Units and Bid Prices</b>	15.1	The Procuring Entity will constitute suitable lots/Packages/Bidding Units of the assets for disposal. The details of the lots/Packages/Bidding Units will be described in the Description of Assets in Part-II Section-IV and further specified in the BDS.
	15.2	A bidder shall indicate on the Price Schedule the unit price, where applicable, and/or the total Bid Price of the Lot/area.
	15.3	The total price of the bid indicated on the Price Schedule shall be exclusive of any incidental charges, duties, cesses, commissions, fees, etc., which shall be paid by and/or the liability of the bidder. Compliance for tax shall be made according to the applicable tax laws of Pakistan and / or the province of Khyber Pakhtunkhwa.
	15.4	A bidder shall offer his final price in the bid, which will be considered for evaluation of the bids. However, in case of a tie in the highest evaluated bids, the Procuring Entity shall invite revised bids from the bidders, who have offered identical highest evaluated bids, in a manner described in the

		BSD.
	15.5	The Procuring Entity may negotiate with the Successful Bidder for the award of the Contract, including maximization of the prices for the benefit of the public exchequer, in terms of Rule 50D (12) of the Procurement Rules.
<b>16. Bid Currencies</b>	16.1	Prices shall be quoted in Pak. Rupees, unless otherwise specified in the BDS.
	16.2	The rates of exchange to be used by the bidders or the Procuring Entity in arriving at the local currency equivalent shall be the selling rates for similar transactions established by the State Bank of Pakistan on the date seven (7) days before the deadline for submission of the bids unless otherwise stated in the BDS.
<b>17. Bid Security / Guarantee</b>	17.1	A bidder shall furnish, as a part of his bid, a Bid Security in the amount, currency and format as specified in the BDS. The Bid Security shall be submitted from the account of the bidder, who submits the bid unless otherwise provided in the BDS.
	17.2	In the case of the Single Stage-One Envelope procedure, the Bid Security shall be sealed in the bid marked "ORIGINAL BID", and in the case of the Single Stage-Two Envelopes procedure, the Bid Security shall be sealed in the bid marked "Financial BID", according to ITB Clause 22. In the case of the Single Stage-Two Envelopes procedure, the Technical Bid must be accompanied by an affidavit to the effect that the requisite Bid Security is enclosed in the envelope containing the Financial Bid, failing which the Technical Bid will be considered non-responsive, and the bid shall be returned to the bidder, without further processing.
	17.3	The Bid Security is required to protect the Procuring Entity against the risk of the bidder's conduct which would warrant the forfeiture of Bid Security, according to ITB Clause 17.9.
	17.4	The Bid Security of a Joint Venture shall be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Security shall be in the name of any or all of the Joint Venture partners.
	17.5	A bid not secured following ITB Clauses 17.1, 17.2, 17.3, or 17.4 shall be declared as non-responsive and rejected, according to ITB Clause 28.4.
	17.6	The Bid Security of the bidders, other than the Successful Bidder, shall be discharged or returned as promptly as possible, the successful bidder submits performance security or at the expiry of the bid validity period or any extension thereof.
	17.7	The Bid Security/Guarantee of the Successful Bidder shall be treated as specified in BDS.
	17.8	The Bid Security/Guarantee shall be forfeited:

		<ul style="list-style-type: none"> <li>a) if a bidder withdraws his bid after the deadline for the bid submission and during the period of bid validity, as specified in the BDS; or</li> <li>b) in the case of a Successful Bidder, if the bidder fails to: <ul style="list-style-type: none"> <li>i. sign or execute the contract following ITB Clause 37.1; or</li> <li>ii. furnish Performance Guarantee following ITB Clause 38.1; or</li> <li>iii. accept the arithmetical corrections of his bid following ITB Clause 29.3.</li> </ul> </li> </ul>
<b>18. Period of Bid Validity</b>	18.1	A bid shall remain valid after the date of bids opening for the period, as specified in the BDS. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
	18.2	In exceptional circumstances, the Procuring Entity may solicit the bidder's consent to an extension of the bid validity period. The request and the responses thereto shall be made in writing. The Bid Security/Guarantee already submitted according to ITB Clause 17.1 shall also be suitably extended. A bidder may refuse the request without forfeiting his Bid Security/Guarantee. A bidder agreeing to the solicitation shall not be required nor permitted to modify other contents of his bid, except as provided in the BSD.
<b>19. Alternative Bids by Bidders</b>	19.1	A bidder shall submit a bid only that complies with the requirements of the BSD. Alternative bids shall not be permitted.
<b>20. Bid Form and Price Schedule</b>	20.1	A bidder shall complete the Bid Form and the Price Schedule furnished in Part-I Section-VI, without any alterations to their formats, and properly put his signature on the same.
<b>21. Format and Signing of Bid</b>	21.1	A bidder shall prepare his bid in original in the prescribed manner, and several copies thereof, as indicated in the BDS. The bids shall be marked as "ORIGINAL BID" and "COPY OF BID," as the case may be. In the event of any discrepancy between the original and the copy or the copies, the original shall prevail.
	21.2	The original and the copy or the copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for the attached unaltered printed literature, shall be initialed by the bidder or the person or persons signing the bid.
	21.3	Any interlineations, erasures, or overwriting in the bids shall be valid only if these are initialed by the bidder or the person or persons signing the bid. Any ambiguity on this account shall render the bid non-responsive and shall be rejected.
	21.4	A bidder shall furnish information as described in the Bid Form on commissions or gratuities, if any, paid or to be paid to agents relating to the bid, and the contract execution if the bidder is awarded the contract.



<b>D. Submission of Bids</b>		
<b>22. Sealing and Marking of Bid</b>	22.1	A bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
	22.2	In the case of the Single Stage-Two Envelopes procedure, the bidder shall seal the Technical Bid and Financial Bid in separate envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". The envelopes shall then be sealed in an outer envelope.
	22.3	The inner and outer envelopes shall: <ul style="list-style-type: none"> <li>a. be addressed to the officer, designated by the Procuring Entity, as specified in the BDS; and</li> <li>b. bear the title: Invitation for Bids (IFB), its reference number, if any, and sub-title for identification of the particular case of disposal, and a statement: "DO NOT OPEN BEFORE THE DATE AND TIME OF BIDS OPENING, as specified in the BDS.</li> </ul>
	22.4	The inner envelope shall also indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received after the deadline for submission of the bids.
	22.5	If the outer envelope is not sealed and marked as required under ITB Clauses 22.1, 22.2, 22.3, and 22.4, the Procuring Entity will assume no responsibility for the bid's misplacement or premature opening.
<b>23. Deadline for Submission of Bid</b>	23.1	A bidder shall submit his sealed bid in complete form by hand in person or through an authorized representative to the designated officer of the Procuring Entity on or before the date and time, as specified in the BDS. The bids can also be submitted through a registered post or courier services to the Procuring Entity, but that must reach the designated officer of the Procuring Entity on or before the deadline, as specified in the BDS.
	23.2	In case, the bidding will be conducted electronically, the bidders shall follow the Electronic Bid Submission procedure, as specified in the BDS. The submission of electronic bids shall be followed by the submission of hard copies of the bids along with requisite documents, including the original instrument of the Bid Security/Guarantee to the designated officer of the Procuring Entity on or before a date and time, as specified in the BDS. The electronic bids submitted by the bidders, who had not submitted the hard copies of the bids along with the original instrument of the Bid Security/Guarantee shall be declared non-responsive and rejected. Besides, failure to comply with this provision shall constitute the act of corrupt and fraudulent practice under Rule 44 of the Procurement

		Rules and will lead to penal actions against the defaulting bidder under that Rule.
	23.3	The Procuring Entity may, at its discretion, extend the deadline for submission of the bids by amending the BSD following ITB Clause 10.3, and in that case, all rights and obligations of the Procuring Entity and the bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
	23.4	The response time between the notice or advertisement for the bid Invitation and the deadline for submission of the bids or electronic bids shall not be less than fifteen (15) days in the case of NCB, and not less than thirty (30) days in case of ICB.
<b>24. Late Bids</b>	24.1	Any bid received by the Procuring Entity after the deadline for submission of the bids, according to ITB Clause 23.1, shall be rejected and returned unopened to the bidder.
<b>25. Withdrawal, Substitution, and Modification of Bid</b>	25.1	A bidder may withdraw, substitute, or modify his bid already submitted, after submission of a sealed written notice, marked as WITHDRAWAL, SUBSTITUTION, or MODIFICATION, as the case may, duly signed by him or an authorized representative, that should reach the Procuring Entity before the deadline for submission of the bids. The substitution or modification of the bid shall be accompanied by a copy of the written notice, which shall reach the Procuring Entity before the deadline for submission of the bids.
	25.2	A bidder's notice for withdrawal, substitution, or modification shall be prepared, sealed, marked, and submitted following the provisions of ITB Clause 22.
	25.3	A bidder shall not be allowed to withdraw, substitute or modify his bid after the deadline for submission of the bids. In case, a bidder withdraws his bid in the interval between the deadline for submission of the bids and the expiry of the bid validity period, his Bid Security/ Guarantee shall be forfeited, according to ITB Clause 17.9.
<b>E. Opening and Evaluation of Bids</b>		
<b>26. Bids Opening</b>	26.1	The Procuring Entity shall open all bids in the order stated in ITB Clause 26.2, in the presence of bidders and/or their representatives who choose to attend, at the place and on the date and time, as specified in the BDS. The bidders and/or their representatives who are present shall sign the attendance sheet, evidencing their presence. The Procuring Entity shall open the bids submitted electronically, according to ITB Clause 23.2, and follow the procedure, as specified in the BDS.
	26.2	The order of bids opening shall be as follows: <b>First</b> , the envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the bidder. No bid

		<p>withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bids opening.</p> <p><b>Second</b>, the envelopes marked "SUBSTITUTION" shall be opened and read out, and exchanged with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bids opening.</p> <p><b>Third</b>, the envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bids opening. Only envelopes that are opened and read out at bids opening shall be considered further.</p> <p><b>Fourth</b>, all other bids will be opened one at a time with proceedings as per ITB Clause 26.3.</p> <p><b>Fifth</b>, in bidding under the Single Stage-Two Envelopes procedure, the Technical Bids shall be opened first and evaluated. The results of the Technical Bids Evaluation shall be announced in the form of a report to all bidders, with the status of "Qualified or Not-qualified" based on the threshold, as specified in the BDS. The Financial Bids of the bidders whose Technical Bids have been declared qualified shall be opened, after the stand-still period, on a date and time announced for the purpose, in the presence of bidders and/or their representatives who choose to attend.</p>
	26.3	The Procuring Entity shall announce at the opening of the bids, the bidders' names, bid withdrawals, substitutions or modifications, Bid Prices, provision or absence of requisite Bid Security/Guarantee, and such other details as the Procuring Entity, at its discretion, may consider appropriate. No bid shall be rejected at the bid opening, except for late bids, which shall be returned unopened to the bidder, according to ITB Clause 24.1.
	26.4	Bids' withdrawal, substitution, or modification submitted, according to ITB Clause 25 that are not opened and read out at bids opening shall not be considered further for evaluation, irrespective of the circumstances.
	26.5	The Procuring Entity shall record proceeding in shape of Bid Evaluation Report.
<b>27. Clarification of Bid</b>	27.1	During the evaluation of the bids, the Procuring Entity may, at its discretion, ask the bidder for a clarification of his bid within a period, as specified in the BDS. The request for bid clarification and the response of the bidder shall be in writing, and no change in the prices or substance of the bid shall be

		sought, offered, or permitted, except to confirm the correction of arithmetic errors noticed or discovered by the Procuring Entity in the evaluation of the bids, following ITB Clause 29.3. Any clarification submitted by a bidder concerning his bid that is not in response to a request by the Procuring Entity shall not be considered.
	27.2	If a bidder does not provide clarifications of his bid by the date and time set in the Procuring Entity's request for clarification, the Procuring Entity may draw appropriate inferences and proceed on merit based on facts and information available on the record. If justified, the bid may be rejected.
<b>28. Preliminary Examination of Bids</b>	28.1	The Procuring Entity shall conduct a preliminary examination of the bids to determine that these are complete, accompanied with required documents and sureties, the bids and the accompanied documents are properly signed, and the bids are generally in order.
	28.2	During the examination and evaluation of bids, the following definitions shall apply: (a) "Deviation" is a departure from the requirements specified in the BSD; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the BSD; and (c) "Omission" is the failure to submit part or all of the information or documentation required in the BSD.
	28.3	The Procuring Entity shall confirm that the documents and information specified under ITB Clauses 13 and 14 have been provided in the bid. If any of these documents or information is missing or is not provided in a specified form and manner, which constitutes a material deviation, the bid shall be rejected.
	28.4	The Procuring Entity shall examine the bids to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the bidders without any material deviation, reservation, or omission. In case, any material deviation or reservation, or omission is detected, the bid shall be rejected.
<b>29. Determination of Responsiveness</b>	29.1	Before the detailed evaluation, according to ITB Clause 30, the Procuring Entity will determine the substantial responsiveness of each bid to the BSD. For this Clause, a substantially responsive bid conforms to all the terms and conditions of the BSD, without any material deviation, reservation, or omission. Material deviation from or reservation to or omission of critical terms and conditions, which justify rejection of a bid shall include but not be limited to the following: a) failure to sign the Bid Form and the Price Schedule by the bidder or authorized person or persons;

		<ul style="list-style-type: none"> <li>b) failure to satisfy the eligibility and qualification requirements for bidders;</li> <li>c) failure to submit the specified Bid Security;</li> <li>d) failure to accept or comply with the provisions regarding Applicable Law, Performance Guarantee, Taxes, Duties, etc;</li> <li>e) failure to satisfy the bid validity period;</li> <li>f) failure to comply with the specified minimum experience criteria;</li> <li>g) Submitting conditional bids such as putting conditions in a bid that limit the bidder's responsibility to accept an award; and</li> <li>h) failure to submit essential supporting documents required to determine substantive responsiveness of a bid.</li> </ul>
	29.2	The Procuring Entity's determination of the bid's responsiveness is to be based on the contents of the bid, as defined in ITB Clause 13, and without any recourse to extrinsic evidence.
	29.3	<p>Arithmetical errors in a bid, if any, shall be rectified on the following basis.</p> <ul style="list-style-type: none"> <li>a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, his bid shall be rejected, and the Bid Security shall be forfeited.</li> <li>b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.</li> <li>c) If there is a discrepancy between the amount in words and figures, the amount in words will prevail.</li> </ul>
	29.4	<p>The Procuring Entity may waive any minor informality, nonconformity, or irregularity in the bid, which does not constitute material deviation; Provided that such waiver does not:</p> <ul style="list-style-type: none"> <li>a) affect in any substantial way the scope, quality, or performance of the proposed contract; or</li> <li>b) limits in any substantial way, inconsistent with the BSD, the Procuring Entity's rights, or the bidder's obligations under the proposed contract; or</li> <li>c) prejudice or adversely affect the relative ranking of any bidder, having a substantially responsive bid.</li> </ul>
	29.5	If a bid is not substantially responsive, it will be rejected by the Procuring Entity and will not be made subsequently responsive by the bidder by correction of the material deviation, reservation, or omission.
<b>30. Evaluation and</b>	30.1	The Procuring Entity will evaluate and compare the bids

<b>Comparison of Bids</b>		which have been determined to be substantially responsive, according to ITB Clause 29.
	30.2	For evaluation and comparison purposes, the currencies of the bids shall be converted into a single currency, as specified in the BDS.
	30.3	A margin of preference shall be applied, as specified in the BDS.
	30.4	The Procuring Entity shall use the criteria and methodologies for the evaluation of bids, as indicated in the BDS. No other criteria or methodologies shall be applied.
	30.5	The Procuring Entity's evaluation of bids will be based on prices, exclusive of any incidental charges, taxes, duties, cesses, commissions, fees, etc., which shall be paid by and/or the liability of the bidder, according to ITB Clause 15.3.
	30.6	The evaluation of bids by the Procuring Entity shall, except in cases covered by ITB Clause 30.7, take into account only the Bid Prices of the responsive bids, quoted following ITB Clause 15.3, with correction of arithmetical errors and adjustment for margin of preference, following ITB Clause 29.3 and 30.3 respectively, if any, and the contract shall be awarded to the bidder in accordance with the methodology stipulated under Part-II Section III, "Qualification and Evaluation Criteria" after the arithmetical corrections and preference margin adjustments, and is determined as the best-evaluated bid.
	30.7	In cases, where some technical or other factors are of critical importance for the disposal of assets, the Procuring Entity may use the Single Stage-Two Envelopes procedure, in the prescribed manner. The weightage for the non-price factors and evaluation criteria/sub-criteria in the case shall be, as reproduced in the BDS.
	30.8	The best-evaluated bid in the cases conducted, according to ITB Clause 30.7, shall be determined following the criteria and methodology described in Qualification and Evaluation Criteria in Part-II Section-III, and further specified in the BDS. The contract shall be awarded to the bidder, whose bid has secured the highest Aggregate Points.
<b>31. Post-qualification Evaluation of Successful Bidder</b>	31.1	If the method, procedure, and mode selected for the disposal of assets require post-qualification evaluation of the Successful Bidder, as specified in the BDS, the Procuring Entity will determine to its satisfaction whether the bidder, that is determined as having submitted the highest evaluated bid, is qualified to perform the contract satisfactorily. The determination will take into account the bidder's legal, technical, managerial, and financial capabilities, and will be based upon examination of the documentary evidence of the bidder's qualifications and eligibility submitted by the bidder, following the ITB Clause 14.1.

	31.2	An affirmative determination shall be a prerequisite for the award of the contract to the bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next highest evaluated bid, above the reserve price, to make a similar determination of that bidder's capabilities to perform satisfactorily. In case of rejection of this bid, the process will be repeated until a satisfactory bidder is found. In case, the process does not conclude in success, the Procuring Entity will resort to rebidding, following Rule 48 of the Procurement Rules.
<b>32. Stand-still Period</b>	32.1	The Procuring Entity shall announce the final results of the evaluation of the bids giving justification for acceptance or rejection of bids and place the same on its and KPPRA's websites. There shall be a stand-still period of not less than ten (10) days between the placement of the results on the websites and the award of the contract, as specified in the BDS.
<b>33. Bar on Contacting Procuring Entity</b>	33.1	Subject to ITB Clause 27, the bidders are barred to contact the Procuring Entity on any matter relating to their bids, from the time of the bids opening to the time the contract is awarded. If any bidder wishes to bring additional information to the notice of the Procuring Entity, that should be done only in writing.
	33.2	Any effort by a bidder to influence the Procuring Entity in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of his bid, besides facing proceedings for blacklisting under Rule 44 of the Procurement Rules.
<b>F. Award of Contract</b>		
<b>34. Contract award Criteria</b>	34.1	Subject to ITB Clauses 30 and 36, the Procuring Entity will award the contract to the Successful Bidder, whose bid has been determined to be substantially responsive and the best evaluated bid provided further that the bidder is determined to be qualified to perform the contract satisfactorily, following the provisions of ITB Clause 31.
	34.2	In case, more than one bidder has submitted identical bids, determined to be the highest evaluated bids, the Procuring Entity shall invite those bidders to submit their revised bids. No bidder, other than those who submitted the identical highest evaluated bids, shall be permitted to submit a revised bid or participate in the rebidding process in any way.
	34.3	A revised bid shall only contain a revised price and a bidder shall not be permitted to change the terms and conditions, technical details, documentation, or any other aspects of the original bid. The revised price shall not be below the original tied price.
	34.4	A revised bid shall be written and submitted in the same

		manner as the original bid.
	34.5	A bidder shall be given a reasonable time before the deadline for submission of the revised bid.
	34.6	The bids opening procedure for the revised bids shall be the same as that for the original bids.
	34.7	The evaluation shall be conducted in the same manner as the original evaluation, except that the price contained in the revised bid shall replace the original price.
	34.8	Where evaluation is based on price only and it is reasonable to conduct and conclude the evaluation immediately, and the bidders with tied bids are present in the bids opening at a public place, the Procuring Entity may, if the bidders agree, conduct the rebidding immediately.
	34.9	Where identical highest evaluated bids are received during a rebidding process, the process shall be repeated in the same manner.
	34.10	Where it is subsequently discovered, but before the award of the contract, that an error was made in the original evaluation, including, an arithmetic error or application of an exchange rate, and that as a result, the bidders had not submitted identical highest evaluated bids, the rebidding process shall be declared null and void and the revised bids shall not be considered.
	34.11	Where rebidding fails, the whole process shall be canceled and fresh bidding shall be conducted.
<b>35. Variation in Quantity of Assets for Disposal</b>	35.1	The Procuring Entity shall not increase or decrease the quantity of the assets for disposal once finally fixed in the BSD.
<b>36. Procuring Entity's Right to Reject any or all Bids</b>	36.1	The Procuring Entity reserves the right to reject any or all bids or proposals, following the provisions of Section 30 of the Procurement Act and Rule 47 of the Procurement Rules.
<b>37. Acceptance of Bid, Notification of Award and Entry into Force of Contract</b>	37.1	The Procuring Entity will, after completion of the bids evaluation process and before the expiration of the bid validity period, accept the best-evaluated bid, and issue a Letter of Acceptance (LOA) to the Successful Bidder, on the format given in Part-II Section-VI, conveying that the Procuring Entity has accepted the bid submitted by him, at a Contract Price, mentioned therein, as the best-evaluated bid. The LOA shall be issued by a registered post, or by digital means, followed by confirmation through a registered post, with the instructions to the Successful Bidder to confirm its receipt by the date, as specified in the BDS. The Procuring Entity shall also enclose with the LOA, a copy of the Contract Form/draft contract, in the format given in Part-II Section-VI, incorporating all agreements made between the parties so



		far, with the instructions to the Successful Bidder to complete, sign and date the same and return it to the Procuring Entity by a deadline, as specified in the BDS. The Successful Bidder shall promptly comply with the instructions, and not later than the deadlines mentioned in the communication.
	37.2	The Procuring Entity shall notify the issuance of the Letter of Acceptance, which shall constitute the formation of the Contract.
	37.3	A Procurement Contract will come into force, a) where no formal signing of a contract is required, from the date the Letter of Acceptance has been issued. Such letter shall be issued within fifteen (15) days of the stand-still period, under ITB Clause 32; or b) where the Procuring Entity requires the signing of a written contract, from the date on which the signatures of both the Procuring Entity and the Successful Bidder are affixed to the written contract. Such affixing of signatures shall take place within number of days as specified in BDS after the letter of acceptance has been issued: Provided that where the entry into force of a contract is contingent upon fulfillment of a certain condition or conditions, the contract shall take effect from the date whereon such fulfillment takes place.
	37.4	Upon the Successful Bidder's furnishing of the Performance Guarantee according to ITB Clause 38, the Procuring Entity shall promptly notify each unsuccessful bidder and will discharge their Bid Security, according to ITB Clause 17.7.
	37.5	Failure of the Successful Bidder to comply with the requirements of ITB Clause 37.1 shall constitute sufficient ground for withdrawal of the letter of Acceptance and/or annulment of the Contract award, with forfeiture of the Bid Security. In this case, the Procuring Entity may offer the next highest bidder for award of contract and so on, unless the quoted price is above reserved price.
<b>38. Performance Guarantee</b>	38.1	The Successful Bidder shall, where applicable, furnish the Performance Guarantee in the amount, and within a time from the date of issue of the Letter of Acceptance, as specified in the BDS. The specimen of the Performance Guarantee Form is provided in Part-II Section-VI, if applicable.  In this case, the Procuring Entity may offer the next highest bidder for award of contract and so on, unless the quoted price is above reserved price.
	38.2	Failure of the Successful Bidder to comply with the requirements of ITB Clause 38.1 shall constitute sufficient ground for withdrawal of the letter of Acceptance and/or

		annulment of the Contract award, with forfeiture of the Bid Security.
<b>39. Advance Payment to Successful Bidder</b>	39.1	Advance payment may be made by the Procuring Entity to the Successful Bidder during the execution of the contract in the amount, at a time, and with conditions against a Bank Guarantee, if provided in the BDS, and General Conditions of Contract. The specimen of Bank Guarantee for Advance Payment is provided in Part-II Section-VI.
<b>40. Payments to Procuring Entity</b>	40.1	The Successful Bidder shall pay to the Procuring Entity the Bid Price in lump sum or installments by the due dates, as specified in the BDS and/or the Contract Agreement.
<b>41. Transfer Deed</b>	41.1	The transfer deed for the assets disposed of, if any, will be executed on full payment of the Bid Price and other dues, and subject to fulfillment of any other conditions required to be fulfilled before such transfer as specified in the BDS and/or the Contract Agreement, if any.
	41.2	Consequent upon payment of the full Bid Price and signing of the Transfer Deed, the title to and possession of the assets shall transfer to the Successful Bidder. After the transfer of the assets, the Successful Bidder will have no recourse to the Procuring Entity or any other person involved in the disposal of the assets. The Successful Bidder shall upon acquisition of the assets, abide by all applicable bylaws, rules, and regulations about the assets, as may be amended from time to time, and while pursuing any development options, seek formal approval of the concerned development/regulatory authority.
<b>42. Corrupt or Fraudulent Practices and Other Irregularities</b>	42.1	The Government of Khyber Pakhtunkhwa requires that all Procuring Entities and bidders undertaking and/or participating in public procurement (including disposal of public assets) shall observe the highest standard of ethics during the procurement and execution of such contracts. Any bidder who submits information regarding his qualification and eligibility which is false, materially inaccurate, or incomplete shall be disqualified following the provisions of Rule 43 of the Procurement Rules. Any bidder who either consistently fails to provide satisfactory performance or abandons the work prematurely resulting in loss to the Government or is involved in corrupt and fraudulent practices, as explained in the Explanation under Rule 44 of the Procurement Rules, shall be barred and blacklisted following the provisions of Rule 44 of the Procurement Rules.
	42.2	If a bidder is a party to the Procurement Contract and is found involved in corrupt and fraudulent practices, as explained in the Explanation under Rule 44 of the Procurement Rules, in competing for or in executing the contract, in the judgment of the Procuring Entity, the Procuring Entity shall, without prejudice to any other remedy for breach of contract, by

		written notice of default sent to that bidder, may terminate the contract in whole or in part.
<b>43. Integrity Pact</b>	43.1	All bidders shall submit an Integrity Pact for the contracts for disposal of assets, exceeding Rs. Ten (10) million, duly signed and stamped on the form provided in Part-II Section-VI. Failure to furnish the requisite Integrity Pact shall make the bid non-responsive. The Successful Bidder shall also submit a second Integrity Pact, at the time of the Contract award or within a period of the Contract award, duly signed and stamped, as specified in the BDS. Failure to comply with this provision shall constitute sufficient ground for termination of the Letter of Acceptance/the Contract, as the case may be, with forfeiture of the Bid Security and/or Performance Guarantee.
<b>44. Forfeiture of Bid Security, Performance Guarantee, and Termination of Contract</b>	44.1	<p>The Procuring Entity reserves the right to forfeit the Bid Security, and Performance Guarantee and terminate the Contract Agreement, as the case may be if a Bidder commits or omits one or more of the acts:</p> <ul style="list-style-type: none"> <li>a) fails to submit Performance Security in the prescribed amount, form, and time following ITB Clause 38.1;</li> <li>b) fails to make payments following ITB Clause 40.1;</li> <li>c) fails to comply with the provisions of ITB Clause 42;</li> <li>d) fails to submit an Integrity Pact following ITB Clause 43.1;</li> <li>e) fails to comply with the terms and conditions of the Contract Agreement in general; and</li> <li>f) provides any information that is found to be misleading, false, or incorrect in any material respect.</li> </ul>
<b>G. GRIEVANCE REDRESSAL MECHANISM</b>		
<b>45. Grievance Redressal Mechanism</b>	45.1	The Grievance Redressal Mechanism notified by the KPPRA under Section-35 of the Procurement Act provides for making a written complaint to the Procuring Entity by an aggrieved bidder on the specified grounds, within the specified time, which shall be disposed of within the specified time, in the prescribed manner. The procuring Entity shall dispose of the complaint in the specified time, in the prescribed manner. Any bidder feeling aggrieved from the disposal of the complaint by the Procuring Entity can file an appeal to the KPPRA on the specified grounds, within the specified time, in the prescribed manner, which shall be disposed of within the specified time, in the prescribed manner. The decision of the KPPRA on the procurement appeals shall be final.

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**Part-I**  
**Section-II**  
**General Conditions of Contract**

Clause Title	Clause No.	Description of Clause
<b>1. Definitions</b>	1.1	<p>In this contract, the following terms shall be interpreted as indicated below:</p> <ul style="list-style-type: none"> <li>a. <b>"Assets"</b> mean the Public Assets mentioned in the Description of Assets in Part-II Section-IV, and further specified in the Special Conditions of Contract (SCC);</li> <li>b. <b>"Assets Disposal Committee (ADC)"</b> means a committee, constituted by the head of the Procuring Entity, comprising an odd number of members, to perform specified functions in the Disposal of Public Assets;</li> <li>c. <b>"Bid Solicitation Documents (BSD)"</b> mean the documents prepared by the Procuring Entity in the format of Standard Bidding Documents for solicitation of bids;</li> <li>d. <b>"Bidder"</b> means and includes eligible bidder as provided under ITB 4.1 of the Bid Solicitation Documents;</li> <li>e. <b>"Contract"</b> means the agreement entered into between the Procuring Entity, as the first party, and the Counter-party, as the second party, as specified in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</li> <li>f. <b>"Contract Price"</b> means the price payable to the Procuring Entity by the Counter-party under the Contract for the full and proper performance of its contractual obligations;</li> <li>g. <b>"Counter-party"</b> means the bidder who is a party to the Contract other than the Procuring Entity, acting in the capacity of Individual, Sole Proprietor, Firm, Company, Joint Venture, Consortium, or Association, and having rights and obligations in the Contract under any title, like bidder, Successful Bidder, Contractor, Buyer, Purchaser, Tenant, Lessee, lease-holder, Franchisee, Licensee, Transferee, Concessionaire, Promisee, Agent, etc., or any combination thereof, depending on the selected mode of disposal, as specified in the SCC;</li> <li>h. <b>"Day"</b> means a calendar day, excluding gazetted holidays.</li> <li>i. <b>"Disposal"</b> means the divestiture of any public asset and other rights of Procuring Entity, wholly or partly, by any mode, including but not limited to, sale, rental, lease, franchise, outsourcing, transfer of title, or any combination thereof, as the case may be, as specified</li> </ul>

		<p>in the SCC;</p> <p>j. <b>“General Conditions of Contract (GCC)”</b> mean the General Conditions of Contract contained in this Section;</p> <p>k. <b>“Government”</b> means Government of the Khyber Pakhtunkhwa;</p> <p>l. <b>“In writing”</b> means communicated in written form and delivered against receipt;</p> <p>m. <b>“Letter of Acceptance (LOA)”</b> means a letter issued by the Procuring Entity to the Successful Bidder, whereby it is conveyed that the bid submitted by the Successful Bidder has been accepted;</p> <p>n. <b>“Masculine words”</b> also refer to feminine words of the kind and vice versa, except where the context requires otherwise;</p> <p>o. <b>“Procuring Entity (PE)”</b> means a person, office, or organization undertaking the Disposal of Public Assets and acting as an Administrative Department, Attached Department, Attached Office, Local Government Entity, Public Sector Organization, or Government Controlled Autonomous or Semi-Autonomous Body, and having rights and obligations in the Contract under any title like Disposing Entity, Seller, Contractee, Owner, Proprietor, Landlord, Lessor, Franchiser, Licensor, Transferor, Consultant, Right-holder, Principal, Promisor, etc., or any combination thereof, depending on the selected mode of disposal, as specified in the SCC;</p> <p>p. <b>“Procuring Entity’s Country”</b> is the country named as such in the SCC;</p> <p>q. <b>“Public Assets”</b> mean any movable and immovable property, tangible and intangible assets, including land, buildings, animals, inventory, livestock, natural resources wildlife, goods, and other assets, and also includes but not limited to, shares, stocks, bonds, etc., intellectual rights, goodwill, actionable claims and any other kind of proprietary rights that are vested in the state, irrespective whether such assets are serviceable or otherwise, as specified in the SCC;</p> <p>r. <b>“Reserve Price”</b> means the minimum acceptable price of the assets for disposal determined by the Procuring Entity, in a prescribed manner;</p> <p>s. <b>“Responsive Bidder”</b> means a bidder whose bid is qualified for consideration based on evaluation criteria specified in the BSD or Request for Proposal;</p> <p>t. <b>“Signature”</b> includes the thumb impression;</p> <p>u. <b>“Singular words”</b> also refer to plural words of the kind</p>
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		<p>and vice versa, except where the context requires otherwise;</p> <p>v. <b>“Special Conditions of Contract (SCC)”</b> mean the Special Conditions of Contract contained in Description of Assets in Part-II Section-IV of the BSD;</p> <p>w. <b>“Standard Bidding Documents (SBD)”</b> mean the format/forms approved and notified by the Authority for submission of proposals and bids by the bidders in a public procurement process;</p> <p>x. <b>“Successful Bidder”</b> means a Bidder whose bid has been accepted as the best-evaluated bid by the Procuring Entity, following the terms of the Instructions to Bidders;</p> <p>y. <b>“Transaction”</b> means a set of specified activities for the disposal of assets through a bidding process or alternative methods, and all related follow-up actions; and</p> <p>z. <b>“Transfer of Assets”</b> means changing the ownership or other rights in an asset from the Procuring Entity to the Counter-party.</p> <p>aa. <b>Term:</b> As provided under Clause 4 of Schedule of Requirement;</p> <p>bb. <b>Effective Date:</b> is the date agreement is signed by the PE.</p> <p>cc. <b>Commencement Date:</b> The date indicated to Counter-Party by the PE through a Service Notice form which the Rental will be payable</p>
	1.2	Words, phrases, expressions, and terms not specifically defined in this Contract shall have the same meanings as attributed to them in the Procurement Act and the Rules and the Guidelines made thereunder. Any other word, phrase, expression, or term not specifically defined as such shall have the same meaning as attributed to them in the relevant trade and industry practices.
<b>2. Documents Included in the Contract</b>	2.1	<p>The following documents as included in the BSD, shall, along with their attached schedules, forms, and annexes, duly completed, or added to, be integral parts of the Contract:</p> <ol style="list-style-type: none"> <li>1. Invitation for Bids (IFB)</li> <li>2. Bid Data Sheet (BDS)</li> <li>3. Qualification and Evaluation Criteria</li> <li>4. Description of Assets (DOA)</li> <li>5. General Conditions of Contract (GCC)</li> <li>6. Special Conditions of Contract (SCC)</li> <li>7. Bid Form (BF)</li> <li>8. Minutes of Negotiations (if any)</li> <li>9. Letter of Acceptance (LOA)</li> <li>10. Notification of Award (NOA)</li> </ol>



		11. Contract Form (CF) 12. Price Schedule (PS) 13. Bid Security/Guarantee (BSG) 14. Performance Guarantee (PG) 15. Power of Attorney of a bidder participating in the bidding process through a representative (if applicable) 16. Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association ( <b>6 (A)</b> at the time of bid submission) ( <b>6 (B)</b> at the time of Contract Signing) (if applicable) 17. Integrity Pact (if applicable) 18. Affidavit for Eligibility of Bidders. 19. Any other document as specified in SCC
<b>3. Precedence of Documents in Interpretation</b>	3.1	The documents forming the Contract shall be interpreted in the following order of priority: 1) Contract Form; 2) Letter of Acceptance; 3) Minutes of Negotiations; 4) Notification of Award; 5) Bid Form; 6) Price Schedule; 7) Bid Data Sheet; 8) Special Conditions of Contract (SCC); 9) General Conditions of Contract (GCC); 10) Qualification and Evaluation Criteria; 11) Description of Assets; 12) Invitation for Bids; 13) Bid Security/Guarantee; 14) Performance Guarantee; 15) Bank Guarantee for Advance Payment (If Applicable) 16) Power of Attorney of a bidder participating in the bidding process through a representative; 17) Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association ( <b>6 (A)</b> at the time of bid submission) ( <b>6 (B)</b> at the time of Contract Signing); 18) Integrity Pact (if applicable); 19) Affidavit for Eligibility of Bidders; 20) Affidavit for the capability to implement restrictions on end-users and exports (If applicable); and 21) Affidavit for provision of Bid Security/Guarantee in Single Stage-Two Envelopes procedure.
	3.2	In case of ambiguities or discrepancies within the same Agreement, the following principles shall apply: (a) As between two Clauses of the Agreement, the provisions of a specific clause relevant to the

		<p>issue under consideration shall prevail over the general clause;</p> <p>(b) As between the provisions of the Agreement and the Schedules, the document shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and</p> <p>(c) As between any value written in numerals and that in words, the value in words shall prevail.</p>
<b>4. Governing Language</b>	4.1	The Contract shall be written in the language specified in the SCC. All correspondence and other documents about the Contract which are exchanged by the parties to the Contract shall be written in the same language. However, supporting technical documents and printed literature furnished in the bidding process may be in another language, provided the same are accompanied by an accurate translation of the relevant passages in the language specified in the BDS. Subject to GCC Clause 30, the version of the Contract written in the specified language, and for interpretation and evaluation of the bids, the translation shall govern.
<b>5. Applicable Law</b>	5.1	The Contract shall be governed and interpreted following the laws of the province of Khyber Pakhtunkhwa and the Islamic Republic of Pakistan unless otherwise specified in the SCC.
<b>6. Application</b>	6.1	The General Conditions of Contract shall be applied unchanged to all contracts for disposal of assets, to the extent that they are not superseded by the provisions of Special Conditions of Contract or other parts of the Contract having precedence in interpretation over it, as listed in Clause 3.1 above.
<b>7. Standards</b>	7.1	The Counter-party shall ensure the application of such professional standards in all activities and operations undertaken under the Contract, as specified in the SCC. Such standards shall be the latest issued by the concerned national or international institutions.
	7.2	Without prejudice to the application of other standards, the Counter-party shall ensure the application of all essential environmental and related sociocultural safeguards in all activities and operations undertaken under the Contract.
<b>8. Notices</b>	8.1	Any notice given by one party to the other according to the Contract shall be sent to the other party in writing by a registered post, or by cable, telex, facsimile, or other digital means, followed by confirmation in writing on the address, as specified in the SCC.
<b>9. Assets for Disposal</b>	9.1	The assets for disposal under the Contract will be as stated in the Description of Assets (Part-II Section-IV).
<b>10. Assets Location</b>	10.1	The assets' location(s) shall be the place(s) where the assets to be disposed of are located, as specified in the Description

		of Assets (Part-II Section-IV).
<b>11. Country of Destination</b>	11.1	The assets to be disposed of under the Contract shall not be exported, directly or indirectly, to any country or territory, which has no trade relations with or has been on the negative list for exports from Pakistan, or placed under international sanctions for trade, as specified in the SCC.
<b>12. Restrictions on End-users and Exports</b>	12.1	The Procuring Entity may impose restrictions on end-users and exports of the items disposed of, as specified in the BDS. The Successful Bidder shall have the capability to implement the restrictions and shall furnish an affidavit to this effect on the format given in Part-II Section-VI.
<b>13. Visit and Examination of Assets for Disposal</b>	13.1	The bidders/prospective bidders will be allowed to visit and examine the assets offered for disposal by the Procuring Entity, at the location and on the date(s) and time specified in the notice, advertisement, or BSD.
	13.2	The Procuring Entity shall facilitate the visit and examination of the assets for disposal by the interested bidders and may depute the procurement officer or any other person for the purpose.
<b>14. Packing</b>	14.1	The Counter-party shall be responsible for and shall comply with packing requirements for the assets for disposal, as specified in the SCC.
	14.2	The Counter-party shall be responsible for and shall comply with labeling, marking, and documentation requirements, within and outside the packing for the assets for disposal, as specified in the SCC.
<b>15. Insurance</b>	15.1	The Counter-party shall be responsible for insurance of the assets disposed of and associated proceedings, on its risk and cost, as specified in the SCC. Failure to comply with this condition shall be sufficient grounds for termination of the Contract, with forfeiture of the Performance Guarantee.
<b>16. Warranty</b>	16.1	The assets disposed of shall be handed over to the Counter-party on “as is where is” basis, and free from any warranty whatsoever.
<b>17. Schedule of Requirements and Transfer of Assets</b>	17.1	<p>The Procuring Entity shall provide a Schedule of Requirements (SoRs) for the transfer and disposal of assets under the Contract. The Schedule shall cover, at a minimum, a description of the assets for disposal, their quantity, and a schedule for their transfer to the bidder and its disposal, as the case may be, and shall have a definite starting point, like the date of issue of the Contract award notification, or some other definite event.</p> <p>The Counter-party shall have full responsibility for and shall bear all risk and cost associated with, the transfer and disposal of assets, including collection, dismantling, conversion, removal, loading, and transportation or any</p>

		other step or actions needed, as the case may be, as specified in the SCC.
	17.2	<p>In the modes of disposal where the Contract is intended for a limited period, including rental, lease, hire-purchase, franchise, license, tenancy, or outsourcing, the Schedule of Requirements shall state the following details, as specified in the SCC.</p> <ul style="list-style-type: none"> <li>a) amount of down payment, fixed charges, upfront fee, start-up fee, premium, royalty, rentals (monthly basis or other periodic intervals; whether fixed, flexible or adjustable), and residual payments. The Procuring Entity may fix one or more of these payments at the outset and indicate it in the BSD, and shall determine others based on competitive bidding;</li> <li>b) a mechanism for fixing fees for services through the assets for disposal, and a formula for sharing the revenue;</li> <li>c) the changes in and developments of the assets under the Contract, its cost estimates, and responsibility for its payment;</li> <li>d) responsibility for repairs and maintenance and meeting depreciation;</li> <li>e) cost of operational inputs, training, equipment, etc., and responsibility for its payment;</li> <li>f) duration of the Contract, provisions for its extension or renewal, and terms and conditions for the same, if any;</li> <li>g) return or disposal of the assets on the closure of the Contract;</li> <li>h) detailed procedure for disposal of intangible assets; and</li> <li>i) any other special features, requirements, and conditions for the selected mode of disposal.</li> </ul>
	17.3	The Counter-party shall take over and remove the assets within the time and/or as per schedule after the requisite payment(s) for the assets have been received by the Procuring Entity, as specified in the SCC.
	17.4	The Counter-party shall contact the designated person in the Procuring Entity to arrange the date and time or a schedule for taking over and removal of the assets, as specified in the SCC.
	17.5	The Counter-party shall sign and deliver a handing/taking over note of the assets, at the time of transfer of the assets.
	17.6	The Procuring Entity shall hand over the documents to the Counter-party about the assets disposed of, as specified in the SCC.
	<b>18. Transfer of Intellectual</b>	
	18.1	The intellectual property rights (patents, trademarks, copyrights, trade secrets, etc.) associated with the assets for

<b>Property Rights</b>		disposal shall not be part of the assets disposed of and transferred to the Counter-party unless otherwise specifically provided in the SCC.
<b>19. Performance Guarantee</b>	19.1	The Counter-party shall, where applicable, furnish to the Procuring Entity a Performance Guarantee, denominated in the currency of the Contract, in the amount and on the Form, and within the time from the date of issue of the Letter of Acceptance, as specified in the SCC.
	19.2	The proceeds of the Performance Guarantee shall be payable to the Procuring Entity as liquidated damages and/or compensation for any loss resulting from the Counter-party's failure to complete its obligations under the Contract.
	19.3	In case of partial liquidation, the counter party shall be responsible to replenish the performance security with same amount within 07 days of such partial liquidation. If the Counter Party fails to replenish the Performance Security in accordance with this Clause, this shall constitute a material breach of the Agreement and the PE shall be entitled to liquidate the remainder of the Performance Security and terminate the Agreement pursuant to Clause 31 [Termination] of the Agreement.
	19.4	The Performance Guarantee, where applicable, will be discharged by the Procuring Entity and returned to the Counter-party not later than thirty (30) days following the date of completion of the Counter-party's performance obligations under the Contract unless otherwise specified in the SCC.
<b>20. Incidental Services and Costs</b>	20.1	<p>The Counter-party shall be required to provide any or all of the following incidental services, on its risk and cost, as specified in the SCC:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site activities at assets location and associated operations;</li> <li>b. furnishing of tools and equipment required for on-site activities at Assets Location and associated operations;</li> <li>c. provision and training of the staff and workforce needed for on-site activities at the Assets' Location and associated operations; and</li> <li>d. any other incidental item, depending on the nature of assets and mode of disposal.</li> </ul>
<b>21. Contract Price</b>	21.1	The Contract Price for the performance under the Contract shall not vary from the Contract Price mentioned in the Letter of Acceptance, subject to the addition of liquidated damages or fines imposed, following other provisions of the Contract, and permissible adjustments, as specified in the SCC.
<b>22. Taxes and</b>	22.1	All taxes, duties, cesses, commissions, fees, etc., payable on

<b>Duties etc.</b>		the assets disposed of or on the disposal proceedings, shall be paid by and liability of the party/parties as specified in SCC.
<b>23. Payments and Schedule of Payments</b>	23.1	The Counter-party shall pay to the Procuring Entity the Contract Price in lump-sum, or installments by the scheduled dates and in the specified manner, as per the Schedule of Payments specified in the SCC. The Schedule of Payments shall also indicate the amount of down payment, fixed charges, upfront fee, start-up fee, premium, royalty, rentals, and residual payments, and their due dates.
	23.2	In case of delay in the payment(s) by the Counter-party to the Procuring Entity, under the Contract or any part thereof, within the agreed period specified in the Contract, the Procuring Entity will impose liquidated Damages on the Counter-party for the period of the delay at a rate and to the extent, as specified in the SCC. If the outstanding rent and /or the liquidated damages imposed thereon exceed the maximum limit set in the SCC, the Procuring Entity shall proceed with the termination of the Contract, according to GCC Clause 31.
	23.3	The currency of payment will be Pak. Rupees, unless otherwise specified in the SCC.
<b>24. Variation in the Assets for Disposal</b>	24.1	The Procuring Entity shall not make any changes in the number and quantity of the assets for disposal from that specified in the Description of Assets (Part-I Section-IV).
<b>25. Contract Amendment</b>	25.1	Subject to GCC Clause 24.1, no variation in or modification of the terms of the Contract shall be made except by a written amendment signed by the parties to the Contract.
<b>26. Assignment</b>	26.1	The Counter-party shall not assign, in whole or in part, its obligations to perform under the Contract, unless such assignment is permitted in the SCC. The assignment shall be subject to the prior written consent of the Procuring Entity.
<b>27. Subcontracts</b>	27.1	The Counter-party shall not let, in whole or in part, its obligations to perform under the Contract to a subcontractor unless such subcontracting is permitted in the SCC. The subcontracting shall be subject to the prior written consent of the Procuring Entity, and shall not relieve the Counter-party from any liability or obligation under the Contract.
	27.2	The Sub-contractor shall be bound, <i>mutatis mutandis</i> , by the terms and conditions of the Contract, to the extent of the scope of the Sub-contract.
<b>28. Delays in Counter-party Performance</b>	28.1	The Counter-party shall be bound to perform all obligations under the Contract, including the disposal activities and payment(s) to the Procuring Entity, in the stipulated time or schedule specified in the Contract.

	28.2	If at any time during the performance of the Contract, the Counter-party or its subcontractor, if allowed, should encounter conditions impeding timely performance under the Contract, the Counter-party shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its causes. As soon as practicable after receipt of the Counter-party's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Counter-party's time for performance, with or without the imposition of fines or liquidated damages.
	28.3	Subject to provisions of the GCC Clause 33, a delay by the Counter-party in the performance of its obligations from the stipulated time or schedule described in the Contract shall render the Counter-party liable to imposition of a fine and/or liquidated damages according to GCC Clause 29.1 unless an extension of time is agreed upon according to GCC Clause 28.2 without the application of liquidated damages.
<b>29. Liquidated Damages</b>	29.1	Subject to GCC Clause 33, if the Counter-party fails to perform its obligation under the Contract or any part thereof within the period specified in the Contract, the Procuring Entity shall, without prejudice to its other remedies under the Contract, impose on the Counter-party, as liquidated damages, a sum equivalent to the percentage of the Contract Price or under-performed portion of the Contract if practicable so, per day or week or month of delay as deemed appropriate, subject to a certain maximum limit as specified under GCC 23.2, until the performance is fully restored, as specified in the SCC. Once the maximum limit is reached, the Procuring Entity will proceed with the termination of the Contract according to GCC Clause 31.
<b>30. Transfer Deed</b>	30.1	The transfer deed for the assets disposed of if any, will be executed on full payment of the Bid Price and other dues and subject to fulfillment of any other conditions required to be fulfilled before such transfer as specified in the SCC.
	30.1	Consequent upon payment of the full Bid Price and signing of the Transfer Deed, the title to and possession of the assets shall transfer to the Successful Bidder. After the transfer of the assets, the Successful Bidder will have no recourse to the Procuring Entity or any other person involved in the disposal of the assets. The Successful Bidder shall upon acquisition of the assets, abide by all applicable bylaws, rules, and regulations about the assets, as may be amended from time to time, and while pursuing any development options, seek formal approval of the concerned development/regulatory authority.

<b>31. Termination of Contract</b>	31.1	<p>The Procuring Entity, without prejudice to any other remedy for breach of the Contract, by written notice of default sent to the Counter-party, may terminate the Contract in whole or in part, if the Counter-party:</p> <ul style="list-style-type: none"> <li>a) fails to perform its obligations within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity according to GCC Clause 28.2; or</li> <li>b) fails to perform any other obligation under the Contract, including under GCC Clauses 15.1, 19.3, 23.2, and 29.1; or</li> <li>c) engages in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgment of the Procuring Entity.</li> <li>d) Commits material breach as specified in Schedule of Requirements.</li> </ul>
	31.2	<p>The Procuring Entity may at any time terminate the Contract by giving written notice to the Counter-party if the Counter-party becomes bankrupt or otherwise insolvent. In this event, the termination will be without any compensation to the Counter-party, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity.</p>
	31.3	<p>The Procuring Entity, by a written notice sent to the Counter-party, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the Procuring Entity's convenience, the extent to which the performance of the Counter-party under the Contract is terminated, and the date upon which such termination becomes effective.</p>
	31.4	<p>In the event the Procuring Entity terminates the Contract in whole or in part, according to GCC Clauses 31.1, 31.2, or 31.3, the Procuring Entity shall take over the assets disposed of under the Contract along with the asset (installations and or inventory etc.) of the Counter Party present at the location of the assets and may dispose it of, upon such terms and in such manner as it deems appropriate. In the case of termination under Clauses 31.1 and 31.2, the Counter-party shall be liable to the Procuring Entity for any loss incurred in this process, besides other penalties and blacklisting. The losses in such cases shall be recoverable from the performance guarantee and/or the asset (installations and/or inventory etc.) of the Counter Party taken into possession from the location of the assets as well</p>



		as through other legal means, including as arrears of land revenue. In the case of termination under Clause 31.3, the Performance Guarantee shall be returned to the Counter-party, subject to outstanding adjustments, if any.
	31.5	In case the Contract is partly terminated, the Counter-party shall continue the performance of the Contract to the extent not terminated.
<b>32. Use of Contract Documents and Information; Inspection and Audit by the Procuring Entity</b>	32.1	The Counter-party shall not, without the Procuring Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity in connection therewith, to any person other than a person employed by the Counter-party in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for such performance.
	32.2	The Counter-party shall not, without the Procuring Entity's prior written consent, make use of any document or information referred to in the GCC Clause 2.1, except to perform the Contract.
	32.3	Any document, other than the Contract itself, referred to in the GCC Clause 2.1 shall remain the property of the Procuring Entity, and the documents and all copies thereof shall be returned to the Procuring Entity on completion of the Counter-party's performance under the Contract, as specified in the SCC.
	32.4	The Counter-party shall permit the Procuring Entity to inspect the Counter-party's accounts and records relating to the performance of the Counter-party and to have them audited by auditors appointed by the Procuring Entity if so required.
<b>33. Force Majeure</b>	33.1	Notwithstanding the provisions of GCC Clauses 28, 29, and 31, the Counter-party shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failures to perform its obligations under the Contract is the result of an event of Force Majeure.
	33.2	For this Clause, "Force Majeure" means an event beyond the control of the Counter-party and not involving the Counter-party's fault or negligence and is not foreseeable. Such events may include but are not restricted to, acts of government in its sovereign capacity, wars or revolutions, fires, earthquakes, hurricanes, floods, epidemics, pandemics, quarantine restrictions, terrorism, explosions, strikes, and freight embargoes.

	33.3	If a Force Majeure situation arises, the Counter-party shall promptly notify the Procuring Entity in writing of such condition and the causes thereof. Unless otherwise directed by the Procuring Entity in writing, the Counter-party shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
<b>34. Resolution of Disputes</b>	34.1	Both parties agree to resolve any disagreements or disputes arising out of the Agreement or its interpretation, during the currency of the Agreement, through direct and informal negotiations. If deemed necessary, either party may escalate the dispute to the Chief Executive Officer of the PE for its amicable resolution. The CEO shall address the matter within fifteen (15) Business Days from the date the dispute is referred, or within a mutually agreed timeframe by both parties.
	34.2	In the event that no settlement is reached in accordance with GCC 34.1, the matter shall be referred to arbitration under the Arbitration Act, 1940, or any other prevailing law regulating arbitration in Peshawar Pakistan, to be conducted by a single arbitrator appointed with mutual consent of the Parties. Place of arbitration shall be Peshawar Pakistan and the language shall be English.
	34.3	The obligations of the Parties shall not be ceased by reason of the arbitration being conducted during the currency of the Agreement
	34.4	Notwithstanding GCC 34.2 the PE retains the right to seek injunctive relief or other equitable remedies from any court of competent jurisdiction to protect or address any of its rights and/or other matters requiring immediate injunctive relief or other equitable remedies. Such a request for injunctive relief or other equitable remedies shall not be deemed incompatible with, or a waiver of, the right to arbitrate disputes under GCC 34.2.

**Part-II**  
**Section-II**  
**Bid Data Sheet**

ITB Title	ITB No.	Description of BDS
<b>A. General</b>		
<b>Legal Framework for Disposal of Public Assets</b>	<b>ITB 1.1</b>	<b>Name of Procuring Entity:</b> TransPeshawar (The Urban Mobility Company)
	<b>ITB 1.5</b>	Bus Wrap Advertising Services for Peshawar BRT Buses through Sealed bid Auction
	<b>ITB 1.6</b>	The method, procedure, and mode of disposal of the assets applied to the case are: <b>Method:</b> National Competitive Bidding (NCB), <b>Procedure:</b> Single Stage-One Envelope and <b>Mode:</b> Sealed bid Auction
<b>Scope of Bid</b>	<b>ITB 2.1</b>	The title and identification number of the Invitation for Bids (IFB) is: <b>Identification Number:</b> TPC/BD/OCB/BW/2024-25/011 <b>Title:</b> Bus Wrap Advertising Services for Peshawar BRT Buses <b>Description of assets:</b> As detailed under Description of Assets in Part-II Section-IV.
<b>Source of Funds</b>	<b>ITB 3.1</b>	<b>The source of funds, if any, needed for undertaking this case of disposal is:</b> Procuring Entity's budgetary resources" will be used for advertisement and bidding process.
<b>Eligible Bidders</b>	<b>ITB 4.1</b>	Bidders shall meet the qualification and eligibility criteria provided under Qualification and Evaluation Criteria contained in Part-II Section-III.
	<b>ITB 4.2</b>	<b>Format for Power of Attorney of a bidder participating in the bidding process through a representative:</b> Power of Attorney shall be provided by the bidder on the formant provided in Part-II Section VI.
<b>One Bid per Bidder</b>	<b>ITB 5.1</b>	<b>The number of bids allowed to a bidder to submit, either individually or as a member or partner in a Firm, Company, or JVCA, for the same Lot/Package/Bidding Unit, in the same bidding process:</b>  One bid per bidder. The bidder submitting multiple bids shall be disqualified.
<b>Eligible Categories of Public Assets</b>	<b>ITB 6.1</b>	<b>Description of assets for disposal:</b> The detail is specified under "Description of Assets" in Part-II Section-IV.

for Disposal		
Visit and Inspection of Assets	ITB 7.1	Liaison person for visit and inspection of the Asset(s) for disposal by prospective bidders: Alamgir Bangash Business Development Team TransPeshawar Cell: 0311-2859959 Email: <a href="mailto:marketing@transpeshawar.pk">marketing@transpeshawar.pk</a> ;  cc: <a href="mailto:ceo@transpeshawar.pk">ceo@transpeshawar.pk</a> .
	ITB 7.2	The place and timing for the visit and inspection of asset(s) for disposal: Main BRT Depot, Chamkani Peshawar (0900 HRS to 1700 HRS Monday-Friday) during the period from publication of advertisement in newspaper till one day prior to deadline for submission of Bids.
<b>B. Contents of Bid Solicitation Documents</b>		
Clarification of Bid Solicitation Documents	ITB 9.1	The bidder shall submit queries in writing before holding pre-bid meeting. The response to the queries shall be disseminated via minutes of pre-bid meeting issued to the participating bidders and uploaded on the website of Procuring Entity.
	ITB 9.2	The venue, date, and time for the pre-bid meetings will be: <b>First Pre-bid meeting date:</b> May 26, 2025, 11:30 AM (PST) <b>Second Pre-bid meeting date:</b> May 27, 2025, 03:00 PM (PST) <b>Venue:</b> Conference Room TransPeshawar Head Office First(1 <sup>st</sup> ) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa.  Minutes of Meeting and response to the queries shall be sent to all bidder participated in the pre-bid meeting and hoisted on website of Procuring Entity.
Amendment of Bid Solicitation Documents	ITB 10.1	The addendum/corrigendum will be hoisted on website of Procuring Entity or KPPRA or both. If the addition/correction are substantial nature, in consideration of Procuring Entity, the addendum/corrigendum will be published in newspaper as per original advertisement.
<b>C. Preparation of Bids</b>		
Language of Bid	ITB 12.1	The language of the bid will be: English.
Documents Comprising	ITB 13.1(i)	<b>"Not applicable"</b>

<b>Bid</b>		
<b>Documents Establishing Bidder's Eligibility and Qualification</b>	<b>ITB 14.1</b>	<p><b>The documents establishing the bidder's eligibility and qualification to bid, and to perform the Contract if his bid is accepted, are:</b></p> <p>The bidder shall provide relevant documents to establish his eligibility against ITB Clause 4.1 or Part II Section IV, Description of Assets as described below:</p> <ol style="list-style-type: none"> <li>I. Certificate of registration with SECP or Registrar of Firm, as the case may be;</li> <li>II. Certificate of registration with FBR and KPRA;</li> <li>III. Audited Financial Statements of last three (03) years (2022, 2023, 2024);</li> <li>IV. Affidavit, on stamp paper and duly notarized, to the effect that the bidder has not failed to perform the contract or having any pending liability consequential or arbitration or any obligation thereunder with the TPC or any other public organization as a result of contractor, his legal heirs, assignee, subcontractor or authorized representative since 2017 on ward.</li> <li>V. At least two contract agreements in Media or Advertising projects executed in the last (05) five years in both public or private sectors along with their relevant completion certificates.</li> </ol>
	<b>ITB 14.2</b>	<p><b>Details of ineligibility categories of bidder are:</b></p> <p>The bidder shall submit an affidavit for ineligibility categories as mentioned in the Qualification and Evaluation Criteria in Part-II Section-III.</p>
	<b>ITB 14.3</b>	<p><b>Details of the requisite capability to implement the restrictions on end-users and exports:</b></p> <p>Not applicable</p>
<b>Bidding Units and Bid Prices</b>	<b>ITB 15.1</b>	The detail is provided under "Description of Assets" in Part-II Section-IV.
<b>Bid Currencies</b>	<b>ITB 16.1</b>	The bid currencies: Pak. Rupees
<b>Bid Security</b>	<b>ITB 17.1</b>	<p><b>The Bid Security:</b></p> <p>Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of PKR. 1,000,000/- in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the bidder submitting bid.</p>
	<b>ITB 17.7</b>	The bid security of the successful bidder shall be released after submission of performance security and signing of

		Agreement by the successful bidder.
	<b>ITB 17.8 and ITB 18.1</b>	<b>The bid validity period shall be:</b> 150 days from the deadline for submission of bids.
<b>Format and Signing of Bid</b>	<b>ITB 21.1</b>	<b>The number of copies of the bid:</b>  The bidder must submit one (01) copy in hard and one (01) copy in soft form.
<b>D. Submission of Bids</b>		
<b>Sealing and Marking of Bid</b>	<b>ITB 22.3 (a)</b>	<b>Address for bid submission:</b>  TransPeshawar (The Urban Mobility Company) TransPeshawar Head Office First(1 <sup>st</sup> ) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa. Contact Number: 091-2621393-5.
	<b>ITB 22.3 (b)</b>	<b>The original bid and each copy (inner envelopes) and outer envelope shall contain the following:</b>  Procurement Ref. No: TPC/BD/OCB/BW/2024-25/011 Procurement Title: Bus Wrap Advertising Services for Peshawar BRT Buses Bid shall not be open before: June 11, 2025, 11:45 AM (PST)
<b>Deadline for Submission of Bid</b>	<b>ITB 23.1</b>	<b>The bids shall be submitted to:</b>  Chief Executive Officer, TransPeshawar (The Urban Mobility Company) TransPeshawar Head Office First(1 <sup>st</sup> ) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa. Contact Number: 091-2621393-5.  The deadline for submission of the bids shall be: <b>Date:</b> June 11, 2025 <b>Time:</b> 11:30 AM (PST) <b>Venue:</b> Reception Desk TransPeshawar Head Office First(1 <sup>st</sup> ) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa
	<b>ITB 23.2</b>	Provision for Electronic Bids: <b>Not applicable</b>
<b>E. Opening and Evaluation of Bids</b>		
<b>Bids Opening</b>	<b>ITB 26.1</b>	The bids opening shall take place at: <b>Date:</b> June 11, 2025 <b>Time:</b> 11:45 AM (PST) <b>Venue:</b> Conference Room TransPeshawar Head Office First(1 <sup>st</sup> ) Floor, Main BRT Depot, Opposite NHA Complex, Khyber Pakhtunkhwa
	<b>ITB 26.2</b>	<b>Not applicable</b>
<b>Clarification of</b>	<b>ITB 27.1</b>	<b>Period for clarification of the bids:</b>

<b>Bid</b>		Bids clarification can be sought by any bidder/prospective bidder one (01) day before holding of pre-bid meeting or in pre-bid meeting.
<b>Evaluation and Comparison of Bids</b>	<b>ITB 30.2</b>	<b>Conversion of bid currencies into a single currency:</b> Not Applicable
	<b>ITB 30.3</b>	<b>The margin of preference for national bidders shall be</b> “Not applicable”
	<b>ITB 30.4</b>	<b>The criteria and methodologies set for the evaluation and comparison of the bids are:</b> The criteria and methodologies are provided under Part II Section III, “Qualification and Evaluation Criteria”.
	<b>ITB 30.7</b>	not applicable
	<b>ITB 30.8</b>	not applicable
<b>Post-qualification Evaluation of Successful Bidder</b>	<b>ITB 31.1</b>	Requirement of post-qualification evaluation of the Successful Bidder: <b>not applicable</b>
<b>Stand-still Period</b>	<b>ITB 32.1</b>	The stand-still period to be observed in the case shall be ten (10) days from the announcement of the final results of bid evaluation.
<b>F. Award of Contract</b>		
<b>Notification of Award and Entry into Force of Contract</b>	<b>ITB 37.1</b>	The time limit for confirmation of receipt of the Letter of Acceptance by the Successful Bidder will be: three (03) working days.  The time limit for the return of the signed Contract by the Successful Bidder will be: twenty-one (21) days
	<b>ITB 37.3 (b)</b>	Twenty-one (21) days
<b>Performance Guarantee</b>	<b>ITB 38.1</b>	<b>The amount of the Performance Guarantee and the time limit for its submission:</b> The amount of performance security shall be PKR. 5,000,000/-. The Successful bidder has to submit requisite performance security within 21 days from the date of issue of Letter of Acceptance in shape of Bank Guarantee on prescribed format or Demand Draft/Pay Order/Call Deposit Receipt, at the option of the bidder, from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar. In case of JVCA, performance security in shape of Bank Guarantee, shall be submitted in the name of all members of the JVCA. JVCA submitting performance security in shape of Demand Draft/Pay Order/Call Deposit Receipt, may be from any member of the JVCA
<b>Advance Payment</b>	<b>ITB 39.1</b>	<b>“Not applicable”</b>

<b>Payments to Procuring Entity</b>	<b>ITB 40.1</b>	<b>The Successful Bidder shall pay to the Procuring Entity the Bid Price as per the schedule given below:</b> Payment shall be made in accordance with Contract Agreement.
<b>Transfer Deed</b>	<b>ITB 41.1</b>	Conditions required to be fulfilled by the Successful Bidder before execution of the transfer deed: <b>“not applicable”</b> .
<b>Integrity Pact</b>	<b>ITB 43.1</b>	The time limit for submission of the second Integrity Pact by the Successful Bidder will be: Integrity Pact will be submitted by the Successful Bidder within a period of 21 days of Letter of Acceptance.



**Part-II**  
**Section-III**

**Qualification and Evaluation Criteria**

The Qualification and Evaluation Criteria for the bidders for participation in the disposal of assets shall be as follows:

**Qualification and Eligibility Criteria**

- i. The bidder must be a firm or a company incorporated in Pakistan and registered with Registrar of Firms or SECP or existing or intended joint venture with a formal intent to enter into an agreement.
- ii. Registered with FBR for income tax (NTN) and reflected on active taxpayers list;
- iii. Registered with KPRA for sales tax on services;
- iv. Not Failed to perform the contract or having any pending liability consequential or arbitration or any obligation thereunder with TPC or other public organization as a result of default of contractor, his legal heirs, assignee, subcontractor or authorized representative since 2017 on ward;
- v. Relevant experience of at least two (2) contract agreements in Media or Advertising projects with both public or private sector entities executed within the last five (5) years, each supported by a completion certificate
- vi. Minimum average net worth to the amount of five million (PKR.5,000,000) and minimum average annual business turnover (AATO) to the amount of one hundred million Pak Rupees (PKR.100,000,000) within last three (03) years (2022, 2023, 2024) (in case of JVCA all members shall fulfil the requirement jointly or one member individually)
- vii. In case of Joint Venture, Consortium, and Association shall be jointly referred to as JVCA
  - a) All members of the JVCA shall individually fulfil the criteria from Clause (i) through (iv) above. The experience requirement must be met by one of the members. The requirement for net worth and AAT may be collectively or individually be fulfilled.
  - b) Maximum three (03) members constitute JVCA
  - c) all partners and members shall jointly and severally be liable for the execution of the Contract;
  - d) the resources of all members and partners in the JVCA shall be added for comparison of bids;
  - e) the JVCA shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any of the partners of the JVCA during the bidding process and, in the event, the JVCA is awarded the Contract, during the contract execution; and
  - f) the Lead Member shall, confirm the appointment by submission of a Power of Attorney, which establishes the binding nature of all decisions, actions, and obligations on his part on all members and partners of the JVCA. The Power of Attorney shall be furnished in the format given in Part II Section VI.
- viii. The bidder, and the member constituting bidder in case of JVCA, shall not be associated or had been associated in the past, directly or indirectly, with a firm or any of its affiliates that have been engaged by the Procuring Entity to provide consulting services for the preparation of design, specifications, and other documents to be used

for disposal of assets under this BSD.

- ix. The bidder, and the member constituting bidder in case of JVCA, shall not under a declaration of ineligibility or blacklisted for corrupt and fraudulent practices issued by any Procuring Entity in Pakistan or Public Procurement Regulatory Authority in the Federal Jurisdiction or other provinces or Azad State of Jammu and Kashmir or Gilgit Baltistan.
- x. The Government-Owned Enterprises in the Province of Khyber Pakhtunkhwa or in Pakistan may participate only if they are legally and financially autonomous, operate under commercial law and not a dependent agency of the Government.
- xi. Employees of the Procuring Entity or members of its Board shall be/are barred to participate in the bidding process for offering their bids.
- xii. The bidder, and the member constituting bidder in case of JVCA, shall fulfill all the requirement of Section 25 of the Procurement Act.

### **Evaluation Criteria**

The bidder fulfilling the above eligibility and qualification criteria will be declared as substantially responsive bidder and will be evaluated for comparison of bid prices. The bid with the highest percentage share will be declared as Best Evaluated Bid. The bidder having Best Evaluated Bid will be successful bidder and will be considered for award of contract.

## Description of Assets

### Part-II

The Counter Party will be allowed to utilize advertising rights on designated area of 244 BRT Buses consisting of 65 (18-meter buses) and 179 (12-meter buses) using **One-Way Vision Vinyl** as per given dimensions and specification. The buses will be available to be utilized for advertising brands, products or services. In general, the scope includes provision, installation, operation, and maintenance of Advertisement Product on designated bus spaces.

The reserve is provided as below:

- 50% share per bus (both 12m and 18m buses) per month per campaign

### ADVERTISING LOCATION, ADVERTISING PRODUCT AND SPECIFICATION

#### 12 - METER BRT BUSES (Quantity=179)



## 18 - METER BRT BUSES (Quantity=65)



## 18- METER REAR GLASS (Quantity=65)



## ADVERTISING PRODUCT & SPECIFICATION

<p><b>Advertisement Location # 1:</b> BRT bus outer side Glass section (12 and 18 m) (Both Sides)</p> <p><b>Total Quantity:</b> 244</p> <p><b>Advertisement Product:</b> Bus wrap material i.e. <b>One-Way Vision Vinyl</b></p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Dimensions: Length x width (18 meter) (QTY 65 BRT Buses) <ul style="list-style-type: none"> <li>▪ One Side Glass = 25.8 ft x 5 ft and 19.3ft x 5 ft</li> </ul> </li> <li>• Dimensions: Length x width (12 meter) (QTY 179 BRT Buses) <ul style="list-style-type: none"> <li>▪ One Side Glass = 29.9 ft x 5 ft</li> </ul> </li> </ul> <p><b>Note:</b> The advertisement area excludes passenger information display board which display dynamic route map.</p>	<p><b>Advertisement Location # 2:</b> BRT Buses Rear Glass (18m buses only)</p> <p><b>Total Quantity:</b> 65</p> <p><b>Advertisement Product:</b> Bus wrap material i.e. <b>One-Way Vision Vinyl</b></p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"> <li>• Rear Glass = 6.6 ft x 3.3 ft</li> </ul>
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- One Way Vision Vinyl provides a graphic image to the outside and while still allowing visibility to the exterior from the interior.

**Part-II**  
**Section-V**  
**Special Conditions of Contract**

**Table of Clauses**

1.	Definitions (GCC Clause 1)
2.	Governing Language (GCC Clause 4.1)
3.	Applicable Law (GCC Clause 5.1)
4.	Standards (GCC Clause 7.1)
5.	Notices (GCC Clause 8.1)
6.	Assets Location (GCC Clause 10.1)
7.	Country of destination (GCC Clause 11.1)
8.	Restrictions on end-users and exports (GCC Clause 12.1)
9.	Packing (GCC Clause 14)
10.	Insurance (GCC Clause 15.1)
11.	Schedule of Requirements and Transfer of Assets (GCC Clause 17)
12.	Transfer of Intellectual Property Rights (GCC Clause 18.1)
13.	Performance Guarantee (GCC Clause 19)
14.	Incidental Services and Costs (GCC Clause 20.1)
15.	Contract Price (GCC Clause 21.1)
16.	Payments and Schedule of Payments (GCC Clause 23)
17.	Variation in the Assets for Disposal (GCC Clause 24.1)
18.	Assignment (GCC Clause 26.1)
19.	Subcontracts (GCC Clause 27.1)
20.	Liquidated Damages (GCC Clause 29.1)
21.	Transfer Deed (GCC Clause 30.1)
22.	Use of Contract Documents and Information; Inspection and Audit by Procuring Entity (GCC Clause 32.3)

## Part-II

### Section-V

#### Special Conditions of Contract

**1. Definitions (GCC Clause 1)**

GCC 1.1 (a)— The Assets to be disposed of are provided under “Description of Assets in Part-II Section-IV”.

GCC 1.1 (g)— The Counter-party is [Name of Successful Bidder] through [Designation (if any)], with registration no. .... (hereinafter referred to as “**Counter Party**” which expression shall, where the context so permits, mean and include its successors-in-interest, nominees, legal representatives and permitted assigns) of the Counter-party.

GCC 1.1 (i)— The mode of disposal is Rental through concealed bid auction.

GCC 1.1 (p)—The Procuring Entity is **TransPeshawar (The Urban Mobility Company)** through its Chief Executive Officer, having its registered office at TransPeshawar Head Office, first Floor KPUMA Building, Main BRT Depot Chamkani, Opposite NHA Complex, GT Road Peshawar, Pakistan (hereinafter referred to as “Procuring Entity (PE)” which expression shall, where the context so requires, mean and include its assigns, successors, authorized and/or legal representatives.

GCC 1.1 (q)—The Procuring Entity’s country is Islamic Republic of Pakistan.

**2. Governing Language (GCC Clause 4.1)**

The Governing language shall be English

**3. Applicable Law (GCC Clause 5.1)**

The Applicable Law shall be the law of the province of Khyber Pakhtunkhwa and the Islamic Republic of Pakistan.

**4. Standards (GCC Clause 7.1)**

Not applicable

**5. Notices (GCC Clause 8.1)**

Any notice or communication given or made or in connection with the matters contemplated by the Agreement shall be in writing and served to a Party at its address as specified in below. Notices or communications sent by registered post will be deemed to have been served on the date that such mail is delivered or delivery is attempted.

Addresses of the parties to the Contract for issuing notices and correspondence shall be: .... *[insert the addresses of all parties to the Contract]*.

**6. Assets Location (GCC Clause 10.1)**

The locations of the assets for disposal are: Bus Wrap Advertising Services for Peshawar BRT Buses

**7. Country of destination (GCC Clause 11.1)**

Not Applicable

**8. Restrictions on end-users and exports (GCC Clause 12.1)**

Not applicable

**9. Packing (GCC Clauses 14)**

GCC 14.1 — Not applicable

**10. Insurance (GCC Clause 15.1)**

The counter party shall, at their own expense, obtain and maintain comprehensive insurance coverage for the Advertising Products, if applicable, under this agreement and all contents located therein throughout the term of the agreement. The insurance policy shall cover risks including but not limited to fire, theft, vandalism, water damage and natural disasters. The service provider shall include a waiver of subrogation clause, waiving thereby the insurer's right to recover against the Procuring entity for any loss or damage covered under the policy.

**11. Schedule of Requirements and Transfer of Assets (GCC Clause 17)**

Schedule of Requirement is attached as Appendix-I

**12. Transfer of Intellectual Property Rights (GCC Clause 18.1)**

Not Applicable

**13. Performance Guarantee (GCC Clause 19)**

GCC Clause 19.1— The amount of performance security shall be PKR. 5,000,000/-. The Successful bidder has to submit requisite performance security within 21 days from the date of issue of Letter of Acceptance in shape of Bank Guarantee on prescribed format or Demand Draft/Pay Order/Call Deposit Receipt, at the option of the Counter Party, from scheduled bank of Pakistan in the name of Chief Executive Officer (CEO) TransPeshawar.

GCC Clause 19.4— Performance guarantee shall be retained throughout execution of the contract. Performance Security will be released to the Counter Part by the Procuring Entity within thirty (30) days after expiry/termination of the lease agreement and release/vacation of premises after adjustment/deduction of dues payable by the Counter Part.

**14. Incidental Services and Costs (GCC Clause 20.1)**

Not applicable



**15. Contract Price (GCC Clause 21.1)**

Total Price of contract: ----- PKR

**16. Payments and Schedule of Payments (GCC Clause 23)**

GCC Clause 23.1— As per Schedule of Requirement

GCC Clause 23.2--- The maximum limit of liquidated damages and /or outstanding monthly rent shall not exceed the amount of Performance Security.

GCC Clause 23.3— The currency of the payment shall be Pak. Rupees.

**17. Assignment (GCC Clause 26.1)**

Not to sub-let, make any partnership, sell, dispose of, transfer by way of mortgage, or assign the whole or any part of his right and interest in the Premises.

The Procuring Entity does not give the Counter Part any estate, right or interest in the Premises and the Counter Part shall not transfer the benefits of this Agreement or sub-let the premises to any other person.

**18. Subcontract (GCC Clause 27.1)**

Not applicable

**19. Liquidated Damages (GCC Clause 29.1)**

Sr. No	Violation of Item	Liquidated Damages
1	Advertisement beyond permissible area	Recovery on pro-rata basis for duration of violation+ Rs.5000 per instance per day
2	Failure to comply instructions	Rs. 2000 per instance
3	Failed to repair damaged infrastructure/TPC assets	Actual cost + Rs. 5000 per instance
4	Failed to respond to TPC complaints regarding the Contract/agreement within time	Rs. 1000 per instance + Rs. 500 per additional hour up to three hours
5	Failed to submit reports under the Agreement	Rs. 10,000 per month, if not responded to request within 4 days.
6	Failed to generate business for continuous (02) two months	Rs. 250,0000 per instance
7	Dragnet Clause	Any violation of the Contract/Agreement not specified in the Contract Rs.25,000 per instance per day

**20. Transfer Deed (GCC Clause 30.1)**

Not Applicable

**21. Use of Contract Documents and Information; Inspection and Audit by Procuring Entity (GCC Clause 32.3)**

Not applicable

**Part-II**  
**Section VI**  
**Bidding Forms**

<b>S.No.</b>	<b>Bidding Form and Format</b>
1.	Bid Form
2.	Price Schedule
3.	Letter of Acceptance
4.	Contract Form
5.	Power of Attorney of the bidder participating in the bidding through a representative
6.	Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association ( <b>6 (A)</b> at the time of bid submission) ( <b>6 (B)</b> at the time of Contract Signing)
7.	Integrity Pact
8.	Affidavit (Undertaking for Bidder's Eligibility)

# 1. Bid Form

IFB No: TPC/BD/OCB/BW/2024-25/011

Dated: \_\_\_\_\_

Chief Executive Officer (CEO),  
TransPeshawar (The Urban Mobility Company),  
Main BRT Depot Chamkani,  
Peshawar.

Dear Sir,

Having examined the Bid Solicitation Documents (BSD) including Addenda No. *[insert the number(s), if any]*, the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer a bid for **“Bus Wrap Advertising Services for Peshawar BRT Buses”** in conformity with the said BSD a percentage share of PKR----- per bus per campaign per month ..... *[insert amount in figures and words]*.

I/We undertake, if my/our bid is accepted, for disposal of the assets, as specified in the Description of Assets, I/we will obtain and furnish the Performance Guarantee, as per terms and conditions of the Contract for the due performance of the Contract, in the form and manner and within the time prescribed by TransPeshawar.

I/We agree to abide by this bid for a period of 150 days from the date fixed for bids opening following Clause 18 of the Instructions to Bidders, and it shall remain binding upon me/us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your Letter of Acceptance thereof and your Notification of the Contract award, shall constitute a binding contract between TransPeshawar and me/us.

I/We understand that TransPeshawar is not bound to accept the highest or any bid that may be received.

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

Name of the Bidder \_\_\_\_\_

Signature of the Bidder \_\_\_\_\_

## 2. Price Schedule

IFB No. TPC/BD/OCB/BW/2024-25/011

Name of the Bidder \_\_\_\_\_

Dated: \_\_\_\_\_

### Price Schedule of Assets for Disposal

S#	Description of Assets	% Share per Bus per Month per campaign (Exclusive of Taxes)
1.	Bus Wrap Advertising Services for Peshawar BRT Buses	

\*The Service Provider shall not quote percentage share below reserve price of 50%.

Signature of the Bidder: \_\_\_\_\_

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

### 3. Letter of Acceptance

To: .... *[insert name and address of the Bidder]*

**Dear Bidder**

This is to inform you that the TransPeshawar has accepted your Bid dated .... *[insert the date]* for the execution of the **“Bus Wrap Advertising Services for Peshawar BRT Buses”** for amount of % share of \_\_\_\_\_ per bus per month per campaign *[insert the amount in figures and words, and name of currency]*, as corrected and modified following the Instructions to Bidders, as the Best Evaluated Bid. The Contract Form, incorporating all agreements made between you and the TransPeshawar so far, is attached herewith.

You are further instructed to sign and date the Contract Documents and return them to the TransPeshawar, on or before .... *[insert the date and time as specified in the BDS for the purpose]*, and proceed with execution of the said Contract for the disposal of the assets following the Contract Documents.

Please note that failure to comply with and proceed as above shall be sufficient ground for withdrawal and annulment of the Letter of Acceptance and the Contract, and forfeiture of your Bid Security, besides other legal actions, as described in the Bid Solicitation Documents. You are required to acknowledge the receipt of this letter within three (03) Working days.

You are requested to furnish the Performance Guarantee within .... *[insert the number of days, as specified in the BDS]*, following the provisions in the Bid Data Sheet/Special Conditions of Contract, to the amount of PKR. 5,000,000/- form as prescribed in BSD.

Please return the attached Contract Documents duly signed and stamped.

**Signature of Issuing Authority (for Procuring Entity)** \_\_\_\_\_

**Name and Designation (for Procuring Entity)** \_\_\_\_\_

**Address (Postal)** \_\_\_\_\_

**Email/WhatsApp.** \_\_\_\_\_

**Dated** \_\_\_\_\_

**(Attachment: Contract Documents)**

## 4. Contract Form

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between .... [*insert name of the Procuring Entity*] of .... [*insert name of the country of the Procuring Entity*] (hereinafter called **“the Procuring Entity”**) of the one part and .... [*insert name of the Bidder*] of .... [*insert address of the Bidder*] (hereinafter called **“the Bidder”**) of the other part:

WHEREAS the Procuring Entity invited Bids for disposal of certain assets, viz., .... [*insert the list of item(s)/Lot(s)/Package(s)/Bidding Unit(s), and its Unique Identification Number(s) and Unique Recognition Number(s), etc.*] for a % share of \_\_\_\_\_ per bus per month per campaign [*insert Contract Price in figures and words*] (hereinafter called **“the Contract Price”**).

The Parties hereby agree that the Agreement shall immediately be binding on them from the date of signing of the Contract Agreement by both the parties for a term of [*insert duration/term of Contract*] years, unless otherwise terminated earlier.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract, read with Special Conditions of Contract, referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, namely:
  - 1) Invitation for Bids (IFB)
  - 2) Bid Data Sheet (BDS)
  - 3) Qualification and Evaluation Criteria
  - 4) Description of Assets (DOA)
  - 5) General Conditions of Contract (GCC)
  - 6) Special Conditions of Contract (SCC)
  - 7) Bid Form (BF)
  - 8) Performance Guarantee (PG)
  - 9) Minutes of Negotiations (if any)
  - 10) Letter of Acceptance (LOA)
  - 11) Contract Form (CF)

12) Price Schedule (PS)

13) Bid Security

14) Power of Attorney of a Bidder participating in the bidding process through a representative (if applicable)

15) Power of Attorney of the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award (if applicable)

16) Integrity Pact (if applicable)

17) Affidavit for Eligibility of Bidders

3. In consideration of the payments to be made by the Bidder to the Procuring Entity as hereinafter mentioned, the Procuring Entity hereby covenants with the Bidder to hand over the assets for disposal in conformity with the provisions of the Contract.

4. The Bidder hereby covenants to pay the Procuring Entity in consideration of the disposal of the assets, the Contract Price, or such other sum as may become payable under the provisions of the Contract at the time(s) and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed following their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ (for the Procuring Entity)

Signed, sealed, delivered by \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ (for the Bidder)

## 5. Power of Attorney

(For a bidder participating in the bidding through a representative)

[On a stamp paper of Rs. 100/-]

**THIS POWER OF ATTORNEY** is executed at \_\_\_\_\_ on this \_ day of \_\_\_\_\_, by .... [insert name of the Bidder] at .... [insert the address] (hereinafter, referred to as the “Grantor”), which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns.

### WITNESSETH

**WHEREAS** the Grantor intends to submit a bid to the .... [insert name of the Procuring Entity] (hereinafter, referred to as “the Procuring Entity”), in respect of the .... [insert the mode of disposal of assets] of .... [insert the description of the assets for disposal] (hereinafter, referred to as “the Assets”), and to do the follow up related actions (hereinafter, jointly referred to as “the Transaction”), and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

**WHEREAS** the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the disposal of the assets referred to warrants submission of a Power of Attorney to the said appointment.

**WHEREAS** the Grantor represents and warrants to the Procuring Entity that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

**NOW THEREFORE THIS DEED WITNESSETH** the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. \_\_\_\_\_, son/daughter of \_\_\_\_\_, residing at \_\_\_\_\_ and holding CNIC No. \_\_\_\_\_ as its true and lawful attorney holding designation [insert the designation] (hereinafter, referred to as “the Attorney”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Transaction, including:

1. to visit and inspect the assets for disposal, seek clarification of the BSD, and attend the pre-bid meeting;
2. to prepare and submit a bid following provisions of the BSD;
3. to attend the bids opening event and the bidding process in respect of the Transaction and generally to take such actions and decisions as may be necessary for the bidding;



4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Entity and/or any other interested parties;
5. to receive notices, instructions, and orders for and on behalf of the Grantor(s); and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be binding on the Grantor.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

*All terms used in this instrument, but not defined herein, shall have the meaning given to them in the BSD*

**IN WITNESS WHEREOF**, the Grantor has executed this Power of Attorney on the date and place first written above.

**WITNESSES:**

**[INSERT NAME OF THE GRANTOR]**

[Signature, Name, Father's Name, and CNIC]

[Signature, Name, Designation, and CNIC]

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**NOTARY PUBLIC:** (Name, Signature, Seal, Number, and Date) \_\_\_\_\_

\_\_\_\_\_

## 6. (A) Authorization/Power of Attorney (Joint Venture Partner)

(For Each Joint Venture Partner)

*[On a stamp paper of Rs. 100/- and duly notarized]*

**THIS POWER OF ATTORNEY** is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, by .... *[insert name of Joint Venture Partner]* at .... *[insert the address]* (hereinafter, referred to as “**the Grantor**”, which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns).

### WITNESSETH

**WHEREAS** the Grantor intends to submit a bid to the TransPeshawar (The Urban Mobility Company) (hereinafter, referred to as “**the Procuring Entity**”), in respect of the **Bus Wrap Advertising Services for Peshawar BRT Buses** (hereinafter, referred to as “**the Asset**”) as joint venture partner named \_\_\_\_\_ *[Name of joint venture]* and for this purpose, the Grantor considers it necessary and expedient to appoint a representative/attorney.

**WHEREAS** the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the Assets referred to warrants submission of an Authorization/Power of Attorney to the said appointment.

**WHEREAS** the Grantor represents and warrants to the Client that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

**NOW THEREFORE THIS DEED WITNESSETH** the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint Mr./Ms. \_\_\_\_\_, son/daughter of \_\_\_\_\_, residing at \_\_\_\_\_ and holding CNIC No. \_\_\_\_\_ acting as \_\_\_\_\_ *[Designation]* with \_\_\_\_\_ *[Name of organization]* as its true and lawful attorney of the joint venture stated above, holding designation *[insert the designation]* (hereinafter, referred to as “**the Attorney**”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Services, including:

1. to visit and inspect the Site, seek clarification of the BSD, and attend the pre-bid meeting;
2. to prepare and submit a bid following provisions of the BSD;
3. to attend the bid opening event and the bidding process in respect of the Assets and generally to take such actions and decisions as may be necessary for the bidding;
4. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Entity and/or any other interested parties;
5. to incur liabilities, receive payments, and receive notices, instructions, and orders for and on behalf of Grantor and/or any or all members/partners of the joint venture; and
6. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be jointly and severally binding on the Grantor and/or all members/parties of the joint venture.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

*All terms used in this instrument, but not defined herein, shall have the meaning given to them in the BSD.*

**IN WITNESS WHEREOF**, the Grantor has executed this Power of Attorney on the date and place first written above.

**WITNESSES:**

[*Signature, Name, Father's Name, and CNIC*  
With Seal]

**[INSERT NAME OF THE GRANTOR]**

[*Signature, Name, Designation, and CNIC*  
With Seal]

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

**NOTARY PUBLIC:** (Name, Signature, Seal, Number, and Date) \_\_\_\_\_

\_\_\_\_\_

## 6. (B) Power of Attorney

(For the Lead Member of Joint Venture, Consortium, or Association at the time of Contract award)

[On a stamp paper of Rs. 100/-]

**THIS POWER OF ATTORNEY** is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, by ....  
[insert name of Joint Venture, Consortium or Association, as the case may be] at ....  
[insert the address] (hereinafter, referred to as “**the Grantor**”, which expression wherever occur in these presents shall also mean and include its successors-in-interest and assigns).

### WITNESSETH

**WHEREAS** the Grantor obtained the Bid Solicitation Documents (BSD), including Instructions to Bidders about the disposal of the assets referred to, and submitted a bid dated .... [insert the date] to the .... [insert name of the Procuring Entity] (hereinafter, referred to as “**the Procuring Entity**”), in respect of the .... [insert the mode of disposal] of .... [insert the description of the assets for disposal] (hereinafter, referred to as “**the Assets**”);

**Whereas** the Procuring Entity has communicated a Letter of Acceptance stating that the Procuring Entity has accepted the said bid dated .... [insert the date] as the best-evaluated bid for execution of the .... [insert name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of .... [insert the amount in figures and words], as corrected and modified following the Instructions to Bidders, as the best-evaluated bid. The Contract Form, incorporating all agreements made between the Grantor and the Procuring Entity so far, was attached with the said letter;

**Whereas** the Grantor was instructed to confirm the receipt of the communication through the means and within time, as specified. It was further instructed to sign and date the Contract Documents and return them to the Procuring Entity, within the specified time, and proceed with execution of the said Contract for the disposal of the assets following the Contract Documents;

**WHEREAS** the Grantor intends to proceed further as instructed and to do the follow-up related actions, (hereinafter, jointly referred to as “**the Transaction**”), following the provisions of the Bid Solicitation Documents;

**WHEREAS** the Instructions to Bidders contained in the Bid Solicitation Documents (BSD), for the disposal of the assets referred to warrants the submission of a Power of Attorney of the Lead Member of the Joint Venture, Consortium, or Association, as the case may be, to bind all Members/Partners of the Joint Venture, Consortium or Association, as the case may be, to the decisions and actions taken by him in connection with the said Transaction;

**AND** WHEREAS the Grantor represents and warrants to the Procuring Entity that all corporate and other actions required to give effect to this Power of Attorney have been duly taken and are subsisting.

**NOW THEREFORE THIS DEED WITNESSETH** the Grantor does hereby, irrevocably and unconditionally, nominate, constitute and appoint the .... *[insert name and address of the Lead Member, and CNIC if applicable]* as its true and lawful attorney (hereinafter, referred to as “**the Attorney**”) to do or cause to be done all such acts, deeds, matters, and things which the Grantor may now do or in future may become interested to do in connection with the Transaction, including:

1. to visit the Procuring Entity and other offices concerning the Transaction, and generally to take such actions and decisions as may be necessary for the purpose;
2. to negotiate, execute (underhand or under seal), sign, and deliver all contracts, instruments, deeds, agreements, applications, and other documents, to make amendments to the same whether or not material, and to submit the same to the Procuring Entity and/or any other interested parties;
3. to incur liabilities, receive payments, make payments, and receive notices, instructions, and orders for and on behalf of any or all members/partners of the joint venture, Consortium, and Association, as the case may be; and
4. to do all other things and to take all necessary steps incidental to the exercise of the above powers or which the Attorney considers necessary or expedient concerning the foregoing or the effective exercise of any power listed above.

The Grantor agrees that whatever the Attorney shall do or cause to be done according to this Power of Attorney shall be jointly and severally binding on all members/parties of the Grantor.

The Grantor agrees to ratify and confirm whatever the Attorney shall do or cause to be done under this Power of Attorney.

*All terms used in this instrument, but not defined herein, shall have the meaning given to them in the BSD.*

**IN WITNESS WHEREOF**, the Grantor has executed this Power of Attorney on the date and place first written above.

**WITNESSES:**

**[INSERT NAME OF THE GRANTOR]**

*[Signature, Name, Father’s Name, and CNIC]*

*[Signature, Name, Designation, and CNIC]*

3. \_\_\_\_\_

4. \_\_\_\_\_

**NOTARY PUBLIC:** (Name, Signature, Seal, Number, and Date) \_\_\_\_\_

\_\_\_\_\_

## 7. Integrity Pact

(On a stamp paper of Rs. 100/-)

Declaration of Fees, Commission and Brokerage Etc., payable by the Bidder of Disposal of Assets Contracts worth Rs. 10.00 million or more

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: .... [To be filled in at the time of signing of the Contract]

Contract Title: [insert the title of the Contract] \_\_\_\_\_

..... [insert name of the Bidder] (hereinafter referred to as “**the Bidder**”) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege, or other obligation or benefit from the Procuring Entity/Government of Khyber Pakhtunkhwa (hereinafter referred to as “**the GoKP**”) or any administrative subdivision or agency thereof or any other entity owned or controlled by the GoKP through any corrupt practice.

Without limiting the generality of the foregoing, the Bidder 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 inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form the Procuring Entity/the GoKP or any administrative subdivision or agency thereof or any other entity owned or controlled by the GoKP, except that which has been expressly declared pursuant hereto.

The 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 the GoKP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

The 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 rights and remedies available to the Procuring Entity/the GoKP under any law, contract or other instruments, be voidable at the option of the Procuring Entity/the GoKP.

Notwithstanding any rights and remedies exercised by the Procuring Entity/the GoKP in this regard, the Bidder agrees to indemnify the Procuring Entity/the GoKP for any loss or damage incurred by it on account of its corrupt practices and further pay compensation to the Procuring Entity/the GoKP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Bidder as aforesaid to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Entity/the GoKP or any administrative subdivision or agency thereof or any other entity owned or controlled by the GoKP.

**Name of the Bidder:** \_\_\_\_\_ **Name of the Procuring Entity:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**[Seal]** \_\_\_\_\_ **[Seal]** \_\_\_\_\_

**Dated:** \_\_\_\_\_ **Dated:** \_\_\_\_\_



## 8. Affidavit

### (Undertaking for Bidder's Eligibility)

[On a stamp paper of Rs. 100/-]

I/We, .... [insert name(s) of the Bidder(s)] (hereinafter referred to as **"the Bidder(s)"**) intend to submit a bid, to the TransPeshawar (hereinafter referred to as **"the Procuring Entity"**), in respect of the tender for.... [insert the mode of disposal of assets] of .... [insert the description of the assets for disposal].

I/We, the Bidder(s), do hereby solemnly affirm and declare that:

1. I/We, the Bidder(s), have never been under a declaration of ineligibility for corrupt and fraudulent practices; or, black-listed in any procurement case by any Public Sector Organization or Procurement Entity or Public Procurement Regulatory Authority in the jurisdiction of Khyber Pakhtunkhwa.
2. I/We, the Bidder(s), have never been under a declaration of ineligibility for corrupt and fraudulent practices; or, black-listed in any procurement case by any Public Sector Organization, or Procurement Entity or Public Procurement Regulatory Authority in the Jurisdiction of Federal Government, Punjab, Sindh, Balochistan, Azad State of Jammu or Kashmir or Gilgit Baltistan. [insert this Clause if this condition is applicable, as specified in the BDS, otherwise omit this Clause].
3. I/We, the Bidder(s), fulfill the minimum qualification criteria for bidders to participate in the bidding, that affirm/ensure that the bidder:
  - a) has the legal capacity to enter into the contract;
  - b) has the prescribed technical, managerial, and financial proficiency, equipment/plant, and/ or relevant certified experience;
  - c) is neither insolvent nor bankrupt;
  - d) is not in the process of winding up nor his/her properties are under the control of the receiver nor have his/her business activities been suspended nor legal proceedings for any of the foregoing are imminent or have been initiated against him/her; and
  - e) has fulfilled all obligations under the law for the time being in force.
4. I/We, the Bidder(s), fulfill the eligibility criteria for Bidders, as specified in the BDS.
5. I/We, the Bidder(s), are not associated, and/or had never been associated in the past, directly or indirectly, with a firm or its affiliate(s) which has been engaged by the Procuring Entity to provide consulting services for the preparation of design, specifications, and other documents to be used for disposal of assets under this BSD.

6. I/We, the Bidder(s), do not fall in the category of employees of the Procuring Entity or members of the Board of Directors of the Khyber Pakhtunkhwa Public Procurement Regulatory Authority or Assets Disposal Committee of the Procuring Entity, who are barred to participate in the bidding for this case of disposal of assets.
7. I/We, the Bidder(s), fully understand that in case of any violation(s) on the above points, I/we will be liable for the penal actions, including rejection of my/our bid, forfeiture of bid security/guarantee and/or performance security, debarment and black-listing, and such other penalties and fines, as described in the Bid Solicitation Documents, the ensuing Contract Agreement and related laws.

**Signature(s) of Deponent(s)/ Bidder(s)** \_\_\_\_\_

**Name of Deponent(s)/ Bidder(s)** \_\_\_\_\_

**CNIC No. of Deponent(s)/ Bidder(s)** \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Notarized by:** [*Name, signature, seal, number, and date*] \_\_\_\_\_

\_\_\_\_\_

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**Annex-I**  
**Schedule of Requirements**

**1. The Counter-Part shall:**

- a) Provide, install, operate, and maintain Advertisement Product. All Advertising Products shall be installed with uniform dimensions and specifications as provided under **(Annex-A to Schedule of Requirements)**;
- b) Submit to Procuring Entity for approval a copy of Customer Request including details such as Customer Name, Type of Advertising Content, No. of BRT Buses, duration, price, printing and installation charges via email on prescribed form **(Annex-E to the Schedule of Requirements)** duly signed by the Counter-Part.
- c) After the Procuring Entity approves the prescribed form mentioned in Clause 1(b), a signed and scanned copy of the Prescribed form shall be delivered to the Counter-Part via email.
- d) Generate an invoice/challan in the name of the customer for 100% advance payment as per share agreed in contract to the Counter-Part.
- e) The verifiable details of advance payment received from the customer by the Counter-party shall be submitted to the Procuring Entity via email.
- f) Submit the share agreed in the contract on monthly basis in favor of Chief Executive Officer, TransPeshawar in designated account supported with Prescribed form, invoice/challan and Bank statement of transactions of the Counter-Part, by the 10th of each month.
- g) Use the Advertising Locations as agreed in the Agreement;
- h) follow General conditions and Standard Operating Procedures (SOP's) mentioned in **(Annex-B to Schedule of Requirements)**. Tentative Bus Schedule is provided under **(Annex-C to Schedule of Requirements)**.
- i) keep the Advertising Locations and Advertising Product clean, tidy and maintained to its original form in terms of body paint and Glass panels;
- j) at all times during the Term of the Agreement, ensure that the Advertising Locations are kept in original state of good repair and in a satisfactory operational condition and are maintained in accordance with the provisions of the Agreement;
- k) keep detailed maintenance and repair records during currency of the Agreement. The Procuring Entity shall be entitled to audit such records upon giving the Counter-Part twenty-four (24) hours' prior notice (s);
- l) get permission or License or approval from district, town, any other federal or provincial government department/agency relevant for performance of the Agreement and shall be liable for payment of any charges, fees, taxes etc. in lieu thereof;
- m) not fix, repair, alter/change the Advertising Products or Advertising Contents during operation hours i.e., 5 AM to 11:59 PM, apart from repairs, alterations or changes which do not interrupt the buses operation. In addition, prior approval from the Procuring Entity, in all such cases, shall be required;
- n) not make or allow to be made any alterations or additions whatsoever to the Advertising Locations specified by Procuring Entity in the Agreement.
- o) not do or permit to be done on the Advertising Locations anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Procuring Entity or to other contemporary Counter-Parts/contractors or any owner or occupier of neighbouring properties;

- p) pay for all ancillary services relating to management of Advertising Locations, including insurances of Advertising Product, assessments.
- q) not cause or permit to be caused any damage to the Advertising Locations, if so than the second party would be bound to maintain its original form.
- r) observe occupancy policy and regulations as and when notified by the Govt./ Procuring Entity;
- s) indemnify the Procuring Entity against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from the Agreement;
- t) leave the Advertising Locations in original, clean and tidy condition and to remove the Counter-Part's Advertising Product from the Advertising Locations at the end of the Term of the Agreement in accordance with the provisions of the Agreement;
- u) The Procuring Entity shall not be liable for any loss or damage caused to the Advertising Product at any time during currency of the Agreement;
- v) be responsible for removing of illegal Advertising Products or Advertising Contents as notified by government or as per determination of the Procuring Entity. Election/political campaigns shall not be allowed.

#### **1.1 The Counter-Part shall maintain the following standards at Advertising Locations:**

- a) The Counter-Part shall strictly plan/perform installation of Advertising Product after operation hours i.e., 11:59 pm-5am in BRT Bus Depots located at Chamkani or Mall of Hayatabad.
- b) The Counter-Part shall be responsible to clear Advertising Locations from any debris, rust etc. prior to installation and after removal of Advertising Product during the Term of the Agreement.
- c) The Counter-Part shall not encroach corridor for installation, maintenance and replenishment/replacement of Advertising Contents without prior approval of the Procuring Entity;
- d) The Counter-Part shall make sure to restore or maintain the Procuring Entity's property to original position forthwith, if affected by the Counter-Part;
- e) The Counter-Part shall not allow any Advertising Content which are prohibited under the Law or local culture and ethical standards or controversial in nature;
- f) The Counter-Part shall not do such act or actions which harm passengers of the Procuring Entity and bus operation;
- g) The Counter-Part in no way shall interrupt the other contractors engaged in BRT operation.
- h) The Counter-Part shall ensure compliance of Supreme Court of Pakistan's orders (**Annex-D to Schedule of Requirements**) and other laws, rules and regulations governing the outdoor advertising business, issued from time to time.

#### **1.2 Effect of the Agreement**

- a) The Parties hereby agree that the Agreement shall immediately be binding on both parties as of the Effective Date.
- b) The Procuring Entity shall issue a Service Notice mentioning date (Commencement Date). The Commencement Date shall not be later than 14 days from date of Commencement Notice. From the Commencement Date the Counter-Part shall manage and use the Advertising Locations for provision of the Services.

#### **1.3 Advertising Locations Usage**

- a) The Procuring Entity by signing the Agreement shall indicate its consent to grant the Counter-Part, to use the Advertising Locations for provision of the Services from Commencement Date;

- b) Procuring Entity permits the Counter-Part to use the Advertising Locations for the Term specified in Clause 1.4 below (*Commencement and Term*) of the Schedule of Requirement. The Counter-part shall not grant the rights under the Contract to any 3<sup>rd</sup> party;
- c) The Counter-part hereby agrees to use Advertising Locations in accordance with the terms and conditions of the Contract and the Applicable Laws, including all applicable labor, environmental, health and safety laws/regulations.

#### **1.4 Commencement and Term:**

- a) Notwithstanding the Effective Date, the Counter-Part shall commence the Services using the Advertising Locations on the Commencement Date and shall continue using Advertising Locations for a term of (03) Three years, unless the Contract is terminated earlier in accordance with the Contract;
- b) The Contract will be subject to extension for another Term, with mutual consent of the parties, provided the notice for extension has been served by the Counter-Part at least ninety (90) days prior to the expiry of the Term.
- c) If no written request is made by the Counter-Party to the Procuring Entity in terms of clause (b) above of the Agreement, then the 90 days before the expiry of the term of the Agreement shall be deemed to be a valid notice period for vacation of the Asset by the Counter-Party and on the expiry of the same, the Agreement shall stand terminated and the Assets be vacated forthwith by the Counter Party.
- d) On the expiry of the term of the Agreement, or its earlier termination by the Procuring Entity in accordance with GCC Clause 31.3, the Counter-Party shall as promptly as reasonably possible, but not later than 15 days, leave the Asset along with any equipment and or person(s) that he has placed/posted on the Asset, unless otherwise provided under the contract.

#### **1.5 Hand-over of Advertising Locations**

- a) At the time of the hand-over of the Advertising Locations, the Counter-part and the Procuring Entity 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 Procuring Entity and the Counter-Part;
- b) The Counter-part shall acknowledge that prior to the Effective Date, Procuring Entity has given the Counter-Part the opportunity to inspect, survey and carry out investigations as to the condition of the Advertising Locations, and the Counter-part accepts the condition of the Advertising Locations.

#### **1.6 Material Breach**

1.6.1. Notwithstanding anything to the contrary contained in the Agreement, if the Counter-Party commits a material breach as given below, the PE shall have the right to forthwith terminate the contract:

- a) delegates or sub-contracts this agreement or part thereof in contravention of the provisions hereof; or
- b) abandons the Asset or any of its obligations under the agreement; or
- c) consistently fails to observe any provision of this agreement (despite being given notice in relation thereto); or
- d) Fails to rectify or comply to the Procuring Entity instructions despite of three notices in a month; or
- e) When maximum limit is achieved in accordance with GCC Clause 23.2;
- f) If the Counter-Party fails to replenish the performance security in accordance with GCC Clause 19.3.

#### **1.7 Invalid or unenforceable Provision**

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If any provision of the Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. In such case, the Parties shall make every effort to replace the ineffective provision with a new provision which has the same effect, or as approximate an effect as possible as the said provision.

**1.8 Provision of Human Resource under the Contract:**

- i. to dedicate one (01) staff members approved by the Procuring Entity solely to perform task assigned by the Procuring Entity. The staff shall be paid at least 2 (two) times of the current minimum wage. Such staff shall work 5 days a week and 8 hours a day. The staff shall have the following designation as “**Support Executive**”.
- ii. The **Support Executive** shall be deputed from 1st month of the Agreement along with Laptop/PC. The staff shall be reporting to the Business Development Specialist.

**ANNEX-A to SCHEDULE OF REQUIREMENTS**  
**ADVERTISING LOCATION, ADVERTISING PRODUCT AND SPECIFICATION**  
**12 - METER BRT BUSES (Quantity=179)**



18 - METER BRT BUSES (Quantity=65)





18- METER REAR GLASS (Quantity=65)



ADVERTISING SPECIFICATION

<p><b>Advertisement Location # 1:</b> BRT bus outer side Glass section (12 and 18 m) (Both Sides)</p> <p><b>Total Quantity:</b> 244</p> <p><b>Advertisement Product:</b> Bus wrap material i.e. <b>One-Way Vision Vinyl</b></p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"><li>• Dimensions: Length x width (18 meter) (QTY 65 BRT Buses)<ul style="list-style-type: none"><li>▪ One Side Glass = 25.8 ft x 5 ft and 19.3ft x 5 ft</li></ul></li><li>• Dimensions: Length x width (12 meter) (QTY 179 BRT Buses)<ul style="list-style-type: none"><li>▪ One Side Glass = 29.9 ft x 5 ft</li></ul></li></ul> <p>Note: The advertisement area excludes passenger information display board which display dynamic route map.</p>	<p><b>Advertisement Location # 2:</b> BRT Buses Rear Glass (18m buses only)</p> <p><b>Total Quantity:</b> 65</p> <p><b>Advertisement Product:</b> Bus wrap material i.e. <b>One-Way Vision Vinyl</b></p> <p>The Advertisement Product shall have following dimensions.</p> <ul style="list-style-type: none"><li>• Rear Glass = 6.6 ft x 3.3 ft</li></ul>
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Note: One Way Vision Vinyl provides a graphic image to the outside and while still allowing visibility to the exterior from the interior.

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## ANNEX-B to SCHEDULE OF REQUIREMENTS

### GENERAL CONDITIONS & SOP's

1. TransPeshawar schedules the buses in operation on routes/ roads in accordance with passenger demand and therefore the Counter-Part is not obliged to request for compensation or ask TransPeshawar to operate buses on roads.
2. The total number of buses in operation on roads changes / varies with respect to time, season, week days, weekends and many other factors. The Counter-Part shall be able to display their advertisement when the bus is scheduled for passenger operation by TransPeshawar.
3. The buses are washed on daily basis by the Vehicle Operating Company and TransPeshawar shall not be responsible for the damage of One-Way Vision Vinyl, stickers / Advertising material.
4. TransPeshawar reserves the right to schedule buses on any route in accordance with passenger demand and not obliged to operate bus on road / route dictated by Counter-Part. The Tentative schedule and maximum number of buses operated on routes (**Annex-C to Schedule of Requirements**). TransPeshawar reserve the right to vary the number of buses on each route.
5. The buses at night are going for routine fueling, washing, maintenance etc. and therefore the Counter-Part shall engage enough resources to complete the activities in limited time. TransPeshawar may not make available more than 10 buses per night.
6. The Counter-Part shall not have access to internal part of the buses and shall be responsible for any damage to the buses or its part.
7. The Counter-Part shall execute the wrapping activity at a time and location as decided by TransPeshawar at sole discretion after discussion with Bus Operator and the Counter-Part.
8. The Counter-Part staff shall get access to depot after written permission from TransPeshawar.
9. TransPeshawar reserve the right to Park the buses at location which are operationally convenient for bus operation at sole discretion of TransPeshawar which may be Chamkani Depot, Mall of Hayatabad or Dabgari.
10. The Counter-Part shall be responsible for arrangement of light, genset, allied equipment etc. required for services under the contract.
11. The Counter-Part shall not be responsible for damage or replacement of product due breakage of bus glass through stone pelting.
12. TransPeshawar is not obliged to make available specific bus to the Counter-Part for wrapping of activities.

**ANNEX-C to SCHEDULE OF REQUIREMENTS**  
**TENTATIVE BUS SCHEDULE**

Depot Wise Current Allocation of 244 BRT Buses							
Chamkani Depot Fleet (Total 159 Buses Allocated)							
Sr. No	Route Type	Route Description	Route Name	Travel Time (mins)	Current Operational Buses	Future Operational Buses	Remarks
1	Express Route	Chamkani to Karkhano Market	ER01	48	30	30	
2	Stopping Route	Chamkani to Karkhano Market	SR02	65	35	35	
3	Stopping Route	Gulbahar to Mall of Hayatabad	SR-08				
4	Direct Route -off Corridor	Dabgari garden to Kohat Adda	DR3A	20	10	10	
5	Direct Route -off Corridor	Shah Alam Pul to Malik Saad Station	DR3B	32	12	12	
6	Direct Route -off Corridor	Pishtakhara to Mall Road	DR4A	20	0	10	Non Operational Route
7	Direct Route -off Corridor	Chamkani to Malik Saad via Ring Road	DR4B	35	0	8	
8	Express Route	Kohat Adda to Hospital Chowk	ER10	40	12	14	
9	Express Route	Shah Alam Pull to Mall of Hayatabad	ER12	46	14	16	
10	Express Route	Gulbahar to Nawab Market	ER09				
11	Direct Route -off Corridor	Islamia College to Regi Model town and Professor model town	DR-14 & DR-14A	41	6	12	
12	Sub Urban Express Route	Malik Saad to Pabbi	SER-13	45	0	12	
13	Super Express Route	Chamkani to Mall of Hayatabad	XER-15	32	14	14	
<b>Total</b>					<b>127</b>	<b>159</b>	

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**ANNEX-D to SCHEDULE OF REQUIREMENTS**

**SUPREME COURT OF PAKISTAN ORDERS**

**IN THE SUPREME COURT OF PAKISTAN**  
(Appellate Jurisdiction)

Present:

**Mr. Justice Mian Saqib Nisar**

**Mr. Justice Amir Hani Muslim**

**Mr. Justice Khilji Arif Hussain**

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

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

In attendance:

Mr. Salman Talibuddin, Additional Attorney General, Pakistan

Mr. Nisar Ahmed Durrani, Advocate General, Sindh

Mr. Adnan Karim, Additional Advocate General, Sindh

Mr. Mukesh Kumar Karara, Additional Advocate General, Sindh

Mr. Yasin Azad, ASC for Karachi Cantonment Board (**CMA No.869-K of 2015**)

Syed Jamil Ahmed, ASC and Mr. Khaleeq Ahmed, ASC for KMC

Mr. Nazar Hussain Dhoon, ASC for Defence Housing Authority

Mr. Sanaullah Noor Ghouri, ASC for Civil Aviation Authority

Mr. Sohail H.K. Rana, ASC for CEO, Karachi Cantonment

Rana Manzoor, CEO, Karachi Cantonment

Mr. Arfin Zubair Chaudhry, Additional CEO, Clifton, Karachi

Mr. Rabnawaz, CEO, Korangi, Karachi

Mr. Asif Ameer Khan, CEO

Ms. Ayesha Abro, Administrator, DMC

Lieutenant Colonel Khadim Hussain Changezi from Station Head Quarter, 5 Core

Lieutenant Imranul Haq, Senior Staff Officer, Legal to Commander Karachi

Lieutenant Shafiq-ur-Rehman, Assistant Director Legal Services, Naval

Mr. Muhammad Aslam Chaudhry, Legal Advisor, Karachi Cantonment

Syed Zahid Hussain, Officer Incharge, Control Room

Amicus curiae: Mr. Abdul Rehman, Advocate

Date of Hearing: 05.5.2016

### ORDER

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

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

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

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

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

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

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

Notes:

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

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

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



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

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

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

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

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

**Judge**

**Judge**

**Judge**

**Karachi, the**  
5<sup>th</sup> May, 2016

**IN THE SUPREME COURT OF PAKISTAN**  
**(ORIGINAL JURISDICTION)**

**PRESENT:** MR. JUSTICE MIAN SAQIB NISAR, HCJ  
MR. JUSTICE FAISAL ARAB  
MR. JUSTICE IJAZ UL AHSAN

**SUO MOTU CASE NO.27 OF 2018 AND CIVIL MISC. APPLICATION NO.9577, 9606, 9457, 10063 AND 10036 OF 2018 AND CIVIL REVIEW PETITIONS NO.711, 712 AND 723 OF 2018 AND CIVIL MISC. APPLICATION NO.10291 OF 2018 IN C.R.P.NO.NIL OF 2018**

- S.M.C.27/2018: Suo motu action regarding removal of billboards in Lahore
- C.M.A.9577/2018: Topaz Outdoor etc. Vs. Government of Pakistan through Ministry of Law and Justice etc.
- C.M.A.9606/2018: M/s Top Sign Services etc. Vs. Government of Pakistan through Ministry of Law and Justice etc.
- C.M.A.9457/2018: Impleadment application
- C.M.A.10063/2018: Application by Amin Afzal Malik etc.
- C.M.A.10036/2018: Muhammad Rehman etc.
- C.R.P.711/2018: DHA Lahore through its Secretary Vs. Government of Pakistan through Ministry of Law & Justice etc.
- C.R.P.712/2018: Imran Gulzar and another
- C.R.P.723/2018: National High Authority through its Chairman
- C.M.A.10291/2018: Muhammad Iqbal Butt etc. Vs. The Government of Pakistan and another

In attendance: Syed Nayab Hassan Gardezi, DAG  
Mr. Qasim Ali Chohan, Addl. A.G. Punjab  
Mr. Zahid Yousaf Qureshi, Addl.A.G. KPK  
Mr. Sibtain Mahmood, A.A.G. Sindh  
Mr. Ayaz Swati, Addl.A.G. Balochistan

Mr. Umar Riaz, ASC  
(In C.M.As.10306 & 10283/2018)

Mr. Amanullah Kanrani, ASC  
Mr. Mehr Khan Malik, AOR  
(In C.M.As.10063, 9470 & 9457/2018)

Mr. Azeem-ul-Haq Pirzada, ASC  
Syed Rifaqat Hussain Shah, AOR  
(In C.M.A.9606 in C.R.P.Nil/2018)

Barrister Haris Azmat, ASC  
(In C.M.As.9577 & 10695/2018)

Nemo  
(In C.M.A.10036/2018 in C.R.P.Nil/2018)

Mr. Shazib Masood, ASC  
(In C.R.P.711/2018)

Mr. Zaheer Ahmed Qadri, ASC  
(In C.R.P.723/2018)

Mr. Agha Muhammad Ali, ASC  
(In C.M.A.10291/2018 in C.R.P.Nil/2018)

Mr. Muhammad Waqar Rana, ASC  
(In C.M.A.10300/2018)

Sardar M. Latif Khan Khosa, Sr. ASC  
Sardar Balakh Sher Khan Khosa, ASC/Legal  
Advisor Cantonment Board, Lahore & Walton  
Rana Khalid Ahmed, Director Military Lands,  
Lahore Region  
Mr. Omer Farooq Ali, CEO, Lahore Walton Cantt.  
(In C.R.P.712/2018)

Syed Ali Zafar, ASC  
(In C.M.A.8857/2018)

Mr. Waqar A. Sheikh, ASC  
(For PHA)

Sardar M. Aslam, ASC  
(For Railways)

Date of hearing: 14.12.2018

### ORDER

MIAN SAQIB NISAR, CJ.- After hearing the learned counsel for the petitioners, we are of the view that no case for review has been made out. All the review petitions as also the connected applications are dismissed accordingly.

2. With regard to the request made by the learned counsel that some reasonable time be granted to the concerned authorities to remove the billboards, we are inclined to grant further three months' time from today. All the concerned authorities are directed to submit compliance report after expiry of the stipulated period without fail. It is made clear that no further extension of time shall be granted under any circumstances or for any reason whatsoever. S.M.C.No.27/2018 stands disposed of.

Islamabad, the  
14<sup>th</sup> of December, 2018  
Waqas Naseer/\*

Waqas Naseer

IN THE SUPREME COURT OF PAKISTAN  
(ORIGINAL JURISDICTION)

**PRESENT:**

MR. JUSTICE MIAN SAQIB NISAR, HCJ  
MR. JUSTICE FAISAL ARAB  
MR. JUSTICE IJAZ UL AHSAN

**SUO MOTO CASE NO. 27 OF 2018**

(Action regarding removal of billboards in Lahore)

In Attendance: Syed Nayyar Abbas Rizvi, Addl. AGP  
Mr. Qasim Ali Chohan, Addl. A.G. Punjab  
Mian Zafar Iqbal Kalanauri, ASC  
Mr. Waqas A. Sheikh, ASC  
Sardar Muhammad Latif Khan Khosa, Sr. ASC  
Sardar Balakh Sher Khan Khosa, Legal Advisor  
Rana Khalil Ahmed, Director Cantonment Board  
Sardar Muhammad Aslam, ASC (For Railways)

Mr. Zaheer Ahmed Qadri, ASC  
Syed Rifaqat Hussain Shah, AOR  
(For NHA)

Mr. Shazib Masood, ASC  
(For DHA)

Syed Ali Zafar, ASC  
Mr. Tariq Aziz, AOR  
(In CMA 8851/2018)

Date of Hearing: 17.10.2018

**JUDGMENT**

**FAISAL ARAB, J.-** In view of the suo moto action taken in the city of Lahore with the object of removing unwanted billboards and hoardings, we through this order hold that a similar action taken for the city of Karachi should be replicated throughout Pakistan so that uniformity is achieved. The proposed action on the subject, has been set out in the judgment dated 05.5.2016 in CMA No.209-K of 2014 in C.P. No.152-K of 2011 and CMAs No.657 to 660-K of 2015 and CMA No.869-K of 2015 in CMA No.209-K of 2014 which requires that billboards or hoardings of any nature (including all electronic billboards/hoardings) cannot be allowed to be installed on any public property. The term 'public property' has been clarified



in our judgment dated 05.05.2016 passed in the Karachi case which states:

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

*"(i) Roads.*

*(ii) Sidewalks.*

*(iii) Islands in the centre of a road/service lane – including but not limited to 'Sponsored Islands' whereby the entire Island is maintained by a private person who displays his name and products on the traffic signs.*

*(iv) Over-head Bridges and Under-passes.*

*(v) Overhead pedestrian walkways/bridges.*

*(vi) Roundabouts – including but not limited to "Sponsored Roundabouts" whereby the entire Roundabout is maintained by a private person/or any organization who displays his or their name and products on the traffic signs.*

*(vii) Green Belts/Dividers between a road.*

*(viii) Pedestrian lanes.*

*(ix) Nullahs (Storm Water Drains) and the banks of Nullahs (Storm Water Drains) which abut roads.*

Notes:


*(i) Traffic signs i.e. signs set up by the Traffic Department providing directions are permissible on these locations but should not be 'Sponsored Traffic Signs' i.e. Traffic Signs that*

*are sponsored by private persons and display their name and products on the traffic signs.*

*(ii) Signboards located within a plot not listed above but which in any manner 'overhand' any of the areas listed above."*

4. The main object of institutions that perform municipal functions is for the benefit of the public at large. Allowing erections of hoardings/billboards would endanger the life and property of the public, therefore installation of any billboard or hoardings by Cantonment Boards or any other agency on a public property as defined above shall be deemed to be illegal. The learned Counsel for Lahore Cantonment Board argued that income generated from these billboards have contributed towards other welfare projects in the area hence if the said demolition takes place it would deprive the Board from carrying out their welfare projects. It may well be the case; however the Boards should not be utterly dependent on revenue generated from these advertisements as they can surely fund their welfare activities through other means. Insofar as advertisers are concerned, there are many other ways by which businesses can market themselves i.e. through print and electronic media which is one of the most popular means to advertise in today's day and age however if billboards/hoardings are to be used for the purpose of advertisement then the businesses should advertise on private buildings.

5. Therefore we are of the considered view that billboards and hoardings cannot be permitted to be installed on any public property. All concerned authorities across Pakistan are directed to immediately remove all the billboards/hoardings installed within



their jurisdiction within a period of one and a half months from today and file a compliance report. The billboards/hoardings which have been installed in public properties under any license or lease shall be uprooted within the same 45 day period by the concerned advertising agencies which own those billboards/hoardings either directly or through their contractors by the authorities with whose permission the billboards or hoardings have been installed. In the intervening period, no permission shall be granted by any authority in Pakistan to install the billboard/hoarding on any portion of public property. Any institutions or agencies that are found to be non-compliant with this order will be prosecuted.

7. The learned Additional Attorney General is further directed to hold meetings, within a month, with all the stakeholders who grant permission for installation of such billboards/hoardings anywhere in Pakistan to finalize the amendments in the proposed by-laws applicable beyond the public properties so that nation-wide uniformity could be achieved to ensure safety measures of the citizens of Pakistan.

9. All the authorities concerned shall submit their compliance reports in the light of above referred directions. Re-list.



**ANNEX-E to SCHEDULE OF REQUIREMENTS****CUSTOMER REQUEST FORM****Customer Request Form for Bus Wrap Advertising**

Customer Request No: \_\_\_\_\_

(To be filled by the Counter-Part)

Requestor Information: (To be filled by the Customer)

- **Name/Company Name:** \_\_\_\_\_
- **Contact Number:** \_\_\_\_\_
- **Email:** \_\_\_\_\_

Request Details:

- **No. of Buses (18-meter (Sides or rear mirror) and 12-meter)** \_\_\_\_\_
- **Description/Type of Content:** \_\_\_\_\_
- **Duration:** \_\_\_\_\_ (Days, Month or Year)
- **Date Requested:** \_\_\_\_\_

\_\_\_\_\_  
**Customer Signature**

Counter-Part Information: (To be filled by the Counter-Part)

- **Total Price of request:** \_\_\_\_\_ (in PKR)
- **Printing and installation charges:** \_\_\_\_\_ (in PKR) (To be charged from the customer)

\_\_\_\_\_  
**Counter-Part Signature**

Approval and comments by the Procuring Entity:

\_\_\_\_\_  
**Procuring Entity Signature**

## Check List for Bid Submission

Sr.	Documents	Submitted / Not Applicable
1	Certificate of registration with SECP or Registrar of Firm, as the case may be;	
2	Certificate of registration with FBR	
3	Certificate of registration with KPRA	
4	Audited Financial Statements of last three (03) years (2022, 2023, 2024)	
5	Affidavit, on stamp paper and duly notarized, to the effect that the bidder has not failed to perform the contract or having any pending liability consequential or arbitration or any obligation thereunder with the TPC or any other public organization as a result of contractor, his legal heirs, assignee, subcontractor or authorized representative since 2017 on ward.	
6	At least two (02) contract agreements in Media or Advertising projects executed in the last five (05) years in both public or private sectors, along with their relevant completion certificates.	
7	Bid security shall be submitted in PKR from any scheduled bank of Pakistan to the amount of PKR. 1,000,000/- in shape of Demand Draft/Pay Order/Call Deposit Receipt in the name of Chief Executive Officer (CEO) TransPeshawar. The bid security shall be submitted from the account of the bidder submitting bid.	
8	Bid Form as per format given in bid solicitation document	
9	Price Schedule as per format given in bid solicitation document	
10	Power of Attorney of a bidder participating in the bidding process through a representative as per format given in bid solicitation document	
11	Power of Attorney of the Lead Member of JVCA ( <b>6 (A)</b> at the time of bid submission) ( <b>6 (B)</b> at the time of Contract Signing), in the relevant cases only as per format given in bid solicitation document (if required)	
12	Integrity Pact in cases of disposal of assets as per format given in bid solicitation document	
13	Affidavit (Undertaking for bidder's Eligibility) as per format given in bid solicitation document	
15	Any other supporting document.	

**Note: All affidavits, Power of Attorney, and Integrity Pact shall be provided on a stamp paper of Rs 100/- each and duly notarized.**