

Corrigendum

to

BID SOLICITATION DOCUMENTS

for

**STATION DIGITAL KIOSKS AND
INFOTAINMENT SCREENS IN
BRT BUSES**

Issued on: June 23, 2025

OCB No.: TPC/BD/OCB/SDK&IS/2024-25/013

Procuring Entity: TransPeshawar (The Urban Mobility Company)

- 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 - 5 AM.
- 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-C to Schedule of Requirements**) and other laws, rules and regulations governing the outdoor advertising business, issued from time to time.
- i) The Counter-Part may be allowed to install a centralized control system may be possible subject to compliance of the following for installation and/or monitoring of digital kiosks:
 - i. Procurement, operations and laying of communication cable from ticket office to Advertising Products with at least / average of 150 meter per Advertising Product with associated accessories;
 - ii. Procurement, operations and laying of power cable from Distribution Board to Advertising Products with at least / average of 200 meter per Advertising Product with associated accessories;
 - iii. Fiber cable (ten core) with approximate length of 250 meter per station from main fiber to ticket office including cost of splicing with main fiber with associated accessories. Cost also includes removal of manhole cover and restoration to its original position;
 - iv. Centralized management software with computer for uploading of Advertising Contents;

- v. Storage device (NAS or SAN), switch (Layer 3, 24 port 10g), Manageable switches (8port copper & 2 SFP ports) for 30 stations and server (Level 3) with licenses & operating system as approved by TPC; and
- j) Alternatively, the TPC may approve proposal of alternate method for centralized uploading of Advertising Contents. The cost of installation and operation for any such options will be the responsibility of the Service Provider.

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 3rd 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, 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 Asset 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;

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 quarterly 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. 250,000 250,000/- per instance
7	Dragnet Clause	Any violation of the Contract/Agreement not specified in the Contract Rs.25,000 per instance per day