

# **Addendum No. 1 to the Tender Document**

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## **RENTING-OUT OF TUCK SHOPS AT METROBUS STATIONS IN LAHORE**

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### **THE PUNJAB METROBUS AUTHORITY**

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Page No. (Revised RFP Document)	Relevant Section	Type of Amendment	Amended Clause
9	Clause No. 8.1.3	Revision	Allow a 'rent-free mobilization period' of <del>three (03) weeks</del> upto ninety (90) days to the successful Bidder from the date of submission of Performance Security prior to initiation of the contract.
10	Clause No. 8.1.15 of RFP	Addition	The Owner shall allow the Tenant to display navigational/directional signs for information of the Passengers at designated places on the MBS Stations; the location and sizes of such displays shall be approved by the Owner subsequent to signing of the Contract.
10	Clause No. 8.1.16 of RFP	Addition	The Owner shall allow the Tenant to deploy one (01) representative on each Metrobus Platform to promote its Tuck Shop, provided such representative is dressed in a neat and clean uniform, and does not: <ul style="list-style-type: none"> <li>• carry any food items; or</li> <li>• cash; or</li> <li>• cause any inconvenience to the passengers or disruption in Metrobus Operations; or</li> <li>• sell anything outside the Tuck Shop</li> </ul>
14	Clause No. 10.1.1 of RFP	Revision	A Rent agreement for 58 Tuck Shops, at 27 Metrobus Stations, for an initial period of <del>3</del> 5 years shall be executed between the Owner and the Tenant(s). The owner shall re-advertise the RFP for renting-out of the Tuck shops at Metrobus Stations before the completion of the contract and the running Tuck Shop Tenant shall have the first right of refusal to match the highest bid received through the tendering process.
16	Clause No. 14.3.1 of RFP	Correction	List of Bidder's major <u>Clientele</u>
21	24.1.4 of RFP	Revision	Have a minimum validity period of one year from the <u>date of notification of award</u> <del>or until the date of expiry of yearly period</del>
26	Covenant No. 1 of Draft Agreement	Revision	In consideration of the rent hereby agreed and the Tenant covenants hereinafter mentioned, the Owner hereby allows the Tenant to use the premises for an initial <u>period of three (3) five (5) years</u> , commencing _____ and ending on _____, both dates inclusive at a monthly rent of Rs. _____ (Rupees _____ only)
26	Covenant No. 2 of Draft Agreement	Revision	The Tenant shall pay six months' rent in advance amounting to Rs. _____ (Rupees _____ only) upon the execution of this contract, which shall be charged/accrued <del>from the date of conclusion the 'rent-free mobilization period' mentioned in Clause no. 8.1.3 of this RFP.</del> <u>in accordance with Clause No. 8.1.3 of RFP and Clause No. 5.1 of Annex-B: General Conditions of the Contract.</u> The Tenant hereby further agrees to pay the rent in half yearly equal installments

			in advance, at least 30 days prior to the start of next half yearly period.
26	Covenant No. 9 of Draft Agreement	Correction of Para. No.	Previously incorrectly labeled as 5
27	Covenant No. 10 of Draft Agreement	Correction of Para. No.	Previously incorrectly labeled as 6
29	Clause No. 5.1 of Annex-B: General Conditions of the Contract		<u>The Tenant shall be required to pay the rent in half yearly equal installments in advance, at least 30 days prior to the start of next half yearly period. The rent shall be charged from the date of conclusion of the 'rent-free mobilization period' mentioned in Clause no. 8.1.3 of this RFP. However, the bidder may commence business on those Tuck Shops where it has achieved operational readiness prior to expiry of the mobilization period after obtaining written approval from the Owner in this regard; in which case the Owner shall, during the 90-days' mobilization period, charge rent on a 'per-day basis' for those Tuck Shops that it has approved for commencement of business. The Owner shall charge such rent from the date it grants such approval. Per day rent for a Tuck Shop shall be calculated as Average annual rent for one (01) Tuck Shop divided by 365 (days). The rent due on account of the above approval shall be adjusted from the six (06) months' advance rent deposited by the Tenant at the time of signing of the Contract. The Tenant shall, upon intimation by the Owner, replenish the advance rent amount by the differential within one (1) week of receipt of such intimation.</u>
36	Para No. 2 of Annex C-2: Format of Covering Letter	Revision	<u>We undertake, if our proposal is accepted, to discharge all the obligations required under the RFP and the Contract, starting from the date of conclusion of the 'rent free Mobilization period of 3 weeks' mentioned at Clause no. 8.1.3 of this RFP, except those which are required to be discharged before the start of or during such period.</u>
42	Annex C-7: Performance Security Paragraph No. 2	Revision	AND WHEREAS it has been stipulated in the Tender Document that the successful bidder shall furnish Performance Security of an amount equivalent to 10% of the annual quoted rent, within ten (10) days of the receipt of the Acceptance Letter from the Owner, in the form of a Bank Guarantee issued by a scheduled bank rated "A" or above by PACRA or JCR-VIS operating in Pakistan, as per the format provided in the Tender Document, having a minimum validity period of one year <u>from the date of notification of award or until the date of expiry of yearly period</u>
47	Para No. 11 of Option B given under Section 2 of Annex-D	Revision	The Tariff for Electricity (including the backup Electricity supply) to be charged from the Tenant shall be as per unit rate decided by the Owner, which at present is Rs. <del>35</del> 25 per Unit (KWH) and is subject to change from time to time depending on the changes in LESCO Tariff and <del>in</del> Diesel Prices.

# TENDER DOCUMENT

FOR

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## RENTING-OUT OF TUCK SHOPS AT METROBUS STATIONS IN LAHORE

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### PUNJAB METROBUS AUTHORITY

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## **Important:**

- This tender document ('Tender') does not constitute a binding agreement or an offer or invitation by the Punjab Metrobus Authority to any party other than the qualified bidders to submit the Bids. The principle purpose of this Tender is to provide the bidders with information that shall form the basis of their proposals or bids. This Tender contains the minimum requirements and information desired by the Authority. The contents hereof may be supplemented by the Authority as it deems appropriate. Each Bidder may conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information given in this Tender to its satisfaction. The Authority makes no representation or warranty and shall incur no liability under any law, rules or regulations as to the accuracy, reliability or completeness of the Tender. The Authority may, at its sole discretion but without being under any obligation to do so, update, improve or supplement the information in this Tender.
- Registered companies, Association of Persons (AOP) and Joint Ventures (JV) complying with criteria given in this document are eligible for this tender, hereafter referred to as Bidders.
- Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without valid documentary evidence, supporting documents and various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. It is intimated that no objection/revisions/supplement shall be entertained regarding the terms and conditions of the Bidding Document submitted by the bidder.
- The bidders are requested to access the website of Punjab Procurement Regulatory Authority (<http://www.ppra.punjab.gov.pk>), the Lahore Transport Company ([www.ltc.gov.pk](http://www.ltc.gov.pk)) and the Punjab Portal ([www.punjab.gov.pk](http://www.punjab.gov.pk)) for all updates on the tender such as addendums etc.
- Each Bidder is deemed to have inspected the shops/sites, the surroundings and all necessary documentation prior to participating in the bid process. The bidder(s) must satisfy himself/herself/themselves that the space is suitable/viable/feasible for setting up his/her/their business. The Punjab Metrobus Authority (PMA) shall not be responsible for any latent or evident defect(s).

## 1. Definitions and interpretations

In this Tender document (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the Tender requires otherwise:

- 1.1. **Applicable Laws** shall mean laws of the Government of Pakistan and the Government of Punjab.
- 1.2. **MBS** shall mean the Metrobus System.
- 1.3. **PMA** shall mean The Punjab Metrobus Authority, established by the Government of Punjab under the Punjab Metrobus Authority Act, 2012.
- 1.4. **Owner** shall mean The Punjab Metrobus Authority (PMA).
- 1.5. **Successful Bidder** shall mean the qualified Bidder with highest financial bid for renting-out Tuck Shops at Metrobus Stations Lahore, who has the probability of award of contract, subject to necessary approvals and complete fulfillment of requirements of this RFP.
- 1.6. **Tenant** shall mean the successful Bidder whose bid has been accepted and approved by the Punjab Metrobus Authority and shall include its representatives, successors and assignees.
- 1.7. **Bidder** shall mean a Registered Company or an Association of Persons (AOP) or a Joint Venture that has submitted its bid as per the criteria/specifications listed.
- 1.8. **Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).
- 1.9. **Joint Venture (JV)** shall mean an association of up to five (05) business entities formed as per requirements listed in Clause no. 12 of this RFP.
- 1.10. **Association of Persons (AOP)** shall mean a firm registered under the Partnership Act.
- 1.11. **Contract** shall mean the Rent agreement proposed to be entered into between the Owner and the Tenant, including all attachments and all documents incorporated by reference therein.
- 1.12. **Annual Rent** shall mean the amount payable by the Tenant to the Owner for one year of Occupancy of the Tuck Shops.
- 1.13. **Pre-Bid Conference** shall mean the meeting conducted by the Owner on the given date and time prior to the actual date of bid opening.
- 1.14. **RFP** shall mean Request for Proposals, including any amendments that may be made by the Owner for the selection of bidder.
- 1.15. **Proposal** shall mean the package containing the Financial and Technical bid for offered in response to this RFP.



- 1.16. **Services** shall mean the tasks to be performed by the Tenant.
- 1.17. **GoPb** shall mean The Government of the Punjab.
- 1.18. **GoP** shall mean The Government of Pakistan.
- 1.19. **Tuck Shops** shall mean the shops inside the Metrobus stations in Lahore.
- 1.20. **At grade** shall mean at ground level.
- 1.21. **Elevated** shall mean above the ground level.
- 1.22. **Registered Company** shall mean a company registered with the Securities & Exchange Commission of Pakistan (SECP).
- 1.23. **Association of Persons (AOP)** shall mean a firm registered under the Partnership Act.
- 1.24. **MBS Corridor/Corridor** shall mean the 27 km long limited access facility dedicated for Metrobus operation in Lahore.
- 1.25. **Metrobus** shall mean a bus operated by the Punjab Metrobus Authority on the MBS Corridor.

## **2. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## **3. Notice**

- 3.1. In this document, unless otherwise provided, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Bidder/Tenant and the Owner, the same shall be:
  - 3.1.1. In writing;
  - 3.1.2. Issued within reasonable time;
  - 3.1.3. served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
  - 3.1.4. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## **4. Overview of the Metrobus System**

With the aim to provide safe, efficient and comfortable urban transportation system in major cities of Punjab; Government of the Punjab (GoPb) has established Punjab Metrobus Authority (PMA) for construction, operation and maintenance of Mass Transit System. The Metrobus

System (MBS) Line-1 from Gajjumata to Shahdara, established in Lahore, is the first system to be operated by PMA.

The MBS Line-1 has the following key characteristics;

- Two dedicated bus lanes are allocation for operation of the buses in the centre of the road
- Twenty seven (27) Bus stations
- Approximately 63 minutes time to cover the entire route
- Air-conditioned articulated buses
- Pedestrian bridges and Pedestrian underpasses along with escalators for facilitation of passengers
- 3 - 4 minutes headway between buses
- Average 8 security cameras for monitoring of a single stop/station
- 4 Platform Sliding Doors (PSD) at each bus-bay for safety of the passengers
- Elevated section of MBS track, from Qaddafi Stadium to Data Darbar (8.3 Km), to avoid conflict of Metrobuses with other traffic.

The MBS Line-1 covers dozens of residential and commercial localities along the city's main artery. The system uses E-ticketing and Intelligent Transportation System (ITS). The Metrobus system has so far achieved an average daily ridership of 117,213 passengers as against planned capacity 112,500 passengers with 45 buses. Keeping in view the demand, the GoPb has ordered 19 more buses for plying at MBS Lane-1.

## **5. Scope of the Tender**

The Punjab Metrobus Authority invites proposals (hereinafter referred to as “Tenders”) for renting-out of all 58 Tuck Shops, located at twenty seven (27) Metrobus stations in Lahore, to a single tenant who shall develop, operate, maintain and manage them in a manner that meets the requirements of this RFP.

## **6. Bidder's Eligibility**

An eligible Bidder shall be one which qualifies all of the following:

- 6.1. Is a Registered Company, Association of Persons (AoP), or a Joint Venture complying with criteria given in this document, are eligible for this tender
- 6.2. has the experience, capability and skill of carrying out the Tuck Shop, bakery, departmental store or similar business. Each Bidder must provide verifiable information/documentary proof demonstrating that it has the managerial and financial experience and capacity to develop, operate, maintain and manage all 58 Tuck Shops in Metrobus Stations in Lahore while maintaining excellent quality services. As a

minimum requirement, Bidders must demonstrate five years of continuous experience in the operation and management of Tuck Shops, Bakeries, Departmental Store etc.

- 6.3. Each Bidder must provide details of at least ten (10) locations at which it has operated Tuck Shop/Bakery/Departmental Store business for no less than 1 year's continuous duration; and other details regarding the scale of operations during the five years prior to the issuance of this RFP.
- 6.4. Entities which have previously defaulted, or are currently in default with any Financial Institution or Government Entity, or have been blacklisted by any Government body are not eligible to participate in the Tender.

## **7. Annual Rent**

- 7.1. Bidders will quote annual rent which shall be:
  - 7.1.1. best / final / fixed and valid until completion of all obligations under the Contract
  - 7.1.2. in Pak Rupees (PKR)
  - 7.1.3. exclusive of all applicable taxes, which shall be added by the Owner over and above the offered amount.
  - 7.1.4. subject to an increase of 10% over the preceding year's rent.
- 7.2. The successful Bidder/Tenant shall be required to pay the Rent in half yearly equal installments in advance (at least 30 days prior to the start of next half yearly period) in the form of a Pay Order or Demand Draft, issued by a scheduled bank, in favor of **Punjab Metrobus Authority Fund Account**.
- 7.3. In case of non-payment of rent by the stipulated date, a notice for the said violation shall be served. Failure to remedy the violation within fifteen days shall result in disconnection of all utility services, closure of Tuck Shops and forfeiture of inventory and termination of Rent Agreement. The Tenant shall be declared black-listed on account of its default with PMA.

## **8. Rights & Obligations**

Contractual obligations, roles and responsibilities of the Owner and the Tenant shall be as follows:

### **8.1. The Owner shall:**

- 8.1.1. Make available all 58 Tuck Shops at 27 Metrobus Stations to the Tenant for developing, operating, maintaining and managing them. The Owner shall provide basic structure with plain/concrete floors and walls without internal finishes but with basic/essential lighting and electric connections such as sockets. The

approximate dimensions of the shops are 3917mm x 2585mm x 2629mm except shops located at Qurtaba Chowk station and Canal station whose dimensions are 3917mm x 2000mm x 2629mm each. The actual area may vary up to 15 percent.

- 8.1.2. Grant advertising rights to the Tenant, for the contract period, to exhibit/promote/advertise its business's name/brand/products on any or all sides of the Tuck Shop kiosk (both inner and outer side) as it deems appropriate, provided the displays are aesthetically consistent with the design and architecture of the Metrobus stations. Use of stickers, hanging banners or any advertising material/substance that is not easily removable is strictly prohibited. The Owner shall accord approval/clearance of acceptable advertising material and scheme in this regard.
- 8.1.3. Allow a 'rent-free mobilization period' of upto 90 days to the successful Bidder from the date of submission of Performance Security prior to initiation of the contract.
- 8.1.4. Provide electricity and backup power through Generators installed at each station during the operating hours (6:00 a.m. to 11:00 p.m.) as per the terms and conditions mentioned in Annexure-D.
- 8.1.5. Provide reasonable security services, cleaning, trash removal, washing of the station and lighting in the station. In the event that any one of the services provided by the Owner is interrupted or suspended due to any reason, the Owner shall not be liable for any loss/inconvenience caused to the Tenant
- 8.1.6. Execute Rent agreement with the successful bidder(s) upon approval.
- 8.1.7. Develop and notify policy & regulation for commercial activity/shops in MBS territory.
- 8.1.8. Accord necessary approvals for structural plans, electrical/cable routing plans and any other structural changes/renovations etc. to the Tuck shops at Metrobus stations.
- 8.1.9. Upon completion of the contract period, re-advertise the RFP for renting-out of the Tuck shops at Metrobus Stations. In the said process, the running Tuck Shop Tenant shall have the first right of refusal to match the highest bid received.
- 8.1.10. Take prompt and appropriate disciplinary action against any misconduct or unreasonable offense committed by any of its employees.
- 8.1.11. Levy penalties to the Tenants or terminate the contract if he/she stands in violation of the terms and conditions of the contract.
- 8.1.12. Have the right to withdraw certain Tuck Shop(s) owing to rare/extraordinary circumstances or in the interest of general public or as desired by the Government or for any other reason but not for awarding the same Tuck Shop to another party. For this purpose, a 15 days' notice shall be served to the Tenant to vacate the subject Tuck Shop(s). Accordingly, the rental paid in advance by the Tenant for the

remaining period, if any, shall be adjusted in favor of the Tenant, according to the average rent per sq. foot, calculated as: Total Rent in Rupees divided by Total rented Space in Sq. feet, adjusted for the time duration of remaining period. However, if the subject Shop is not vacated within the given timeframe, then it shall be vacated by the Owner at the risk and cost of the Tenant. The remaining amount of advance rent paid by the Tenant, if any, shall then be adjusted in favor of the Tenant after deduction of expenses incurred by the Owner in this regard. In case the vacation expenses incurred by the Owner exceed the balance adjustable in favor of the Tenant, then the same shall be recovered from the Tenant.

- 8.1.13. Retain overall control and supervision of the shops and have the right to inspect whole or part of the rented-out premises, as and when considered necessary, with respect to its use and in connection with fulfillment of other terms and conditions of the Rent agreement.
- 8.1.14. Issue entry permit to the Tenant for its staff or any other personnel essentially required for fulfillment of obligations under the Rent agreement, within reasonable time after the initiation of such written request by the Tenant. However, entry to MBS corridor shall be restricted to non-operational hours i.e. between 11 p.m. to 5 a.m. Permission for entry of vehicles shall be granted to delivery vans or flatbed vehicles, having a yellow rotating light affixed on their top, dedicated for carrying out activities strictly essential to the performance of services under this RFP such as Maintenance of the Tuck Shops, advertisement displays or replenishing stock.
- 8.1.15. The Owner shall allow the Tenant to display navigational/directional signs for information of the Passengers on designated places to be intimated by the Owner subsequent to signing of the Contract.
- 8.1.16. The Owner shall allow the Tenant to deploy one (01) representative on each Metrobus Platform to promote its Tuck Shop, provided such representative is dressed in a neat and clean uniform, and does not:
  - 8.1.16.1. carry any food items; or
  - 8.1.16.2. cash; or
  - 8.1.16.3. cause any inconvenience to the passengers or disruption in Metrobus Operations; or
  - 8.1.16.4. sell anything outside the Tuck Shop

## 8.2. The Tenant shall:

- 8.2.1. Occupy all 58 shops on 27 Metrobus Stations and develop, operate, maintain and manage the Tuck Shop business. The Tenant shall occupy these shops on 'as is where is basis' and install its own furniture/cabinets, fixtures and equipment in the allocated premises as reasonably required by the Tenant for its operations. The Tenant is bound to follow any layout/specifications prescribed by the Owner for the cabinets/counters etc. to be installed.
- 8.2.2. Perform all duties and responsibilities as per the terms & conditions of the Rent agreement.
- 8.2.3. Promote/Advertise its business's name/brand/products on any or all sides of the Tuck Shop kiosk (both inner and outer side) as it deems appropriate, subject to approval of the advertising scheme and material by the Owner. Use of stickers, hanging banners or any advertising material that is not easily removable is strictly prohibited. The Tenant shall seek approval/clearance of acceptable advertising material in this regard.
- 8.2.4. Ensure that the Tuck shops at Metrobus stations are used only for the sale of good quality retail/consumer products which shall not include:
  - 8.2.4.1. Any product or service the sale of which is unlawful/illegal or deemed unlawful under the law;
  - 8.2.4.2. Paan, Cigarettes, Cigars, Cigarillo or any other tobacco-related products such as Gutka, Naswar etc.;
  - 8.2.4.3. Any other items restricted by the Owner from time to time.
- 8.2.5. Make arrangements for disposal of solid waste and removal of the same from the stations on a regular basis, to ensure perfect cleanliness, as well as during and after installation/removal of fixtures/fittings or advertising material/displays etc.
- 8.2.6. Ensure that a high standard of hygiene is maintained in and around the shops.
- 8.2.7. Ensure no encroachment is made into any common areas of the Metrobus Station and restrict its operation within the rented-out premises.
- 8.2.8. Ensure safety and security of the allocated area. In the event of any theft/loss of any nature, the Tenant shall indemnify and keep indemnified the PMA for any losses on this account.
- 8.2.9. Make payment of Annual Rent, as prescribed in Clause no. 7 of this RFP and any other payments, as may be due, by the due date, without being sent any formal invoice from the owner.
- 8.2.10. Keep in good condition and maintain properly the premises/shops handed over to it at its own expense including the cost of minor day-to-day repairs and maintenance of the Tuck shop.

- 8.2.11. Carry out any alterations or renovations within the allocated shop(s) only with prior approval of the Owner.
- 8.2.12. Cooperate with all other MBS service providers and, to the extent possible, facilitate their operations.
- 8.2.13. Ensure participation in all meetings as directed/notified by the Owner from time to time.
- 8.2.14. Ensure that only such items are sold that are manufactured/packaged after following standard hygienic procedures and that they conform to the quality standards required under the laws of Pakistan
- 8.2.15. Ensure that the products sold at Tuck shops (both bakery and other items) are priced in line with their retail/market prices. Under no circumstances shall the prices be more than 15% above the retail/market price (rounded down to the nearest Rupee).
- 8.2.16. Ensure cleanliness and hygiene of the allocated shops and provision of services in a clean, proper and efficient manner.
- 8.2.17. Employ and engage appropriately trained staff and endeavor to maintain and provide services to the full satisfaction of the Owner.
- 8.2.18. Ensure all its employees wear a neat and clean standard uniform to be approved by the Owner.
- 8.2.19. Take prompt and reasonable action for resolution of each complaint – including complaints received from the Owner
- 8.2.20. Comply, complete, and follow all reasonable commands, directions, and requirements of the Owner in respect of the shops, including directions and requirements that ensure public safety and security.
- 8.2.21. Vacate and deliver to the Owner physical possession of all rented shops at the conclusion of the Contract term (including any extension) or, in case of termination, within time period specified in the Notice for Termination, in the same condition in which they were handed over to the Tenant.
- 8.2.22. Allow the Owner an unconditional access to the rented Tuck shop for security/quality checks etc. by owner's representatives/inspectors etc.
- 8.2.23. Seeks approvals as may be required to be taken from any Government Authority/Department at its own risk and cost.
- 8.2.24. The bidders shall read, understand, and comply to all provisions of the Punjab Metrobus Authority Act, 2012 and amendments thereto, Rules & Regulation will be applicable/enforceable.
- 8.2.25. With regards to electricity and related arrangements, the Tenant shall:
  - 8.2.25.1. Make arrangements for the supply of Electricity as per Annexure-D.

- 8.2.25.2. Bear the cost of all electrical installations including wiring, fixtures etc. The cost of maintenance of electrical installations shall also be the responsibility of the Tenant.
- 8.2.25.3. Submit structural plans and electrical and cable routing plans for Tuck shops rented-out to him/her including its fixing arrangements to the Owner for approval.
- 8.2.25.4. Pay all the bills/costs for the electricity that may be consumed due to the operation of the shops in advance to the Owner after calculating a monthly tentative consumption of electricity units for the said shops. Any shortfall from the actual bill shall be paid within 15 days of the receipt of the actual bill from the Owner. Any excess amount paid shall be carried forward and utilized to adjust any shortfall in future.
- 8.2.25.5. Not tap or draw electricity from any unauthorized source.
- 8.2.26. Be solely responsible for all disciplinary matters of its employees, agents or representatives and remain liable for all damages or losses suffered by the Owner or third parties due to the negligence and/or misconduct of his/her employees, agents or representatives.
- 8.2.27. Ensure its personnel do not enter into the MBS Stations without valid entry cards/token or permit issued by the Owner for entry into the MBS corridor during non-operational hours. Permission for entry of vehicles shall be granted to delivery vans or flatbed vehicles, having a yellow rotating light affixed on their top, dedicated for carrying out activities strictly essential to the performance of services under this RFP such as Maintenance of the Tuck Shops, advertisement displays or replenishing stock.
- 8.2.28. Comply with all applicable laws of the GoP and the GoPb, and Court judgments regulating commercial business. No claim or compensation shall be given on this account by the PMA.

## **9. Bidding Details (Instructions to Bidders)**

- 9.1. Bids shall be dropped in Tender Box placed at the office of The Punjab Metrobus Authority, 5th floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan, on or before **1130 hours on October 21, 2013**.
- 9.2. The Owner shall hold a pre-bid meeting at **1130 hours on September 30, 2013** at its office.
- 9.3. All bids must be accompanied by a Pay Order or Demand Draft of an amount equivalent to Tender Security, prescribed in the Clause no. 15 'Tender Security' in this document, issued by a scheduled bank, in favor of **Punjab Metrobus Authority Fund Account**.



- 9.4. The envelopes must also clearly show the Bid title and Bidder's name and address. Failure to comply with this requirement may result in rejection of the Bid and PMA's decision in this regard shall be final. Bids submitted after prescribed time shall not be entertained.
- 9.5. Queries of the Bidders, if any, for seeking clarifications regarding the specifications of the services must be received in writing at the office of The Punjab Metrobus Authority at the correspondence address or via e-mail, at the addresses given at Clause no. 9.7 below, before the pre-bid meeting date.
- 9.6. The Bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will result in disqualification of the Bidder. The Bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of Bidders is drawn to the provisions of Clause no. 20 of this document "Determination of Responsiveness of Bid" regarding the rejection of Bids which are not substantially responsive to the requirements of the Bidding Document.
- 9.7. The contact details for all correspondence in relation to this bid are as follows:  
Financial Specialist,  
The Punjab Metrobus Authority,  
5th Floor, Arfa Software Technology Park,  
346-B, Ferozpur Road,  
Lahore - Pakistan  
Tel: 042 - 35880136 Ext: 6007 | Cell: 0321 - 8410500  
Email: nauman.liaqat@pma.punjab.gov.pk
- 9.8. Bidders are required to state, in their proposals, the name, title, fax number and e-mail address of the Bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 9.9. The Owner shall not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids.
- 9.10. The Owner reserves the right to cancel the tender, accept or reject one or all of the bids without assigning any reason.

## **10. Contract type and duration**

- 10.1.1. A Rent agreement for 58 Tuck Shops, at 27 Metrobus Stations, for an initial period of 5 years shall be executed between the Owner and the Tenant(s). The owner shall re-advertise the RFP for renting-out of the Tuck shops at Metrobus Stations before the completion of the contract and the running Tuck Shop Tenant shall have the first right of refusal to match the highest bid received through the tendering process.

- 10.1.2. The successful Bidder shall, before commencement and physical occupation of the Tuck Shops, be required to sign the Rent agreement prescribed by the Owner, including other conditions in addition to the RFP terms & conditions. PMA reserves the right to vary or add further/special conditions, before the parties sign the agreement.

## **11. Tender Cost**

The Bidder shall bear all costs/expenses associated with the preparation and submission of this Tender and the PMA shall in no case be responsible/liable for those costs/expenses.

## **12. Joint Venture (JV)**

Joint ventures are eligible for this tender, as long as the Joint Venture complies with the following conditions:

- 12.1. The Bidders may form a Joint Venture of a maximum of upto five (05) JV partners, a majority (2/3 or 3/5) or at least one half (1/2 or 2/4) of whom, as applicable depending upon the actual number (2 to 5) of total JV partners, must comply fully to the eligibility criteria laid down in Clause no. 6 of this RFP, hereinafter referred to as 'compliant JV partners'. The JV must provide the Owner with verifiable documentary proof, sufficient in form and detail, to satisfy this eligibility requirement. The JV partners shall designate one partner out of the 'compliant JV partners' as the 'Lead partner'. A Memorandum of Understanding (MOU) signed by all the JV partners shall be submitted with the Tender. The JV so formed shall remain in existence during the currency of the contract.
- 12.2. The Lead partner would enter into a Rent agreement with the Owner and would be liable to incur liabilities, pay due amount/rent and interact with the Owner for and on behalf of any or all of the JV partners. A Power of Attorney to that effect, legally executed, signed by all the JV partners must be submitted with the Tender.
- 12.3. All the JV partners shall be jointly and severally liable for the execution of the Agreement in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Agreement to that effect, shall be signed by the Lead partner.
- 12.4. JV partners other than the Lead partner would also be bound by the terms and conditions of the contract.

## **13. Amendment of the Tender Document**

- 13.1. The Owner may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the

Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

- 13.2. The Owner may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Owner and the Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

#### **14. Preparation / Submission of Tender**

- 14.1. The Tender and all documents relating to the Tender, exchanged between the Bidder and the Owner, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 14.2. The Tender shall be submitted along with the prescribed Forms, Annexes, Documents, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. In case of copies, photocopies may be submitted.
- 14.3. Further required information is listed below, as a supplement to other requirements listed in the document:
  - 14.3.1. List of Bidder's major Clientele;
  - 14.3.2. Details related to relevant experience in the business with all supporting documents and documented proof, as required in Clause no. 6 of this RFP ;
  - 14.3.3. Complete details of the business operations being carried out by the Bidder with all supporting documents and documented proofs
- 14.4. The Bidder (or Lead partner in case of JV) shall ensure that the **Technical Proposal** contains Substantial Responsiveness Checklist - Annex C-1 - (duly filled and signed) and the following documents, without quoting the price:
  - 14.4.1. Covering letter duly signed and stamped by authorized representative (Annex C-2)
  - 14.4.2. Technical Proposal Submission Form (Annex C-3)
  - 14.4.3. Power of Attorney (Annex C-4)
  - 14.4.4. Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted (Annex C-5)
  - 14.4.5. Affidavit (Annex C-6)
  - 14.4.6. Memorandum of Understanding - in case of JV only
  - 14.4.7. Tender Security as prescribed in the tender document (sealed in a separate envelope)
  - 14.4.8. Valid Registration Certificate for Income Tax (of Lead partner in case of JV)
  - 14.4.9. Annual Income Tax Returns for the last three tax years or since inception if later (of Lead partner in case of JV).
- 14.5. The **Financial Proposal** shall contain the following documents duly signed and stamped:

14.5.1. Financial Proposal Submission Form (Annex C-8)

14.5.2. Financial Proposal (Annex C-9)

14.6. Bidder shall follow the instructions laid down as under:

14.6.1. The Bidder shall seal the Original Technical Proposal in an envelope duly marked as under:

Envelope No. 1A: Original Technical Proposal for  
[Name of Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

14.6.2. The Bidder shall seal the Duplicate Technical Proposal in an envelope duly marked as under:

Envelope No. 1B: Duplicate Technical Proposal for  
[Name of Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

14.6.3. The Bidder shall seal the Original Financial Proposal in an envelope duly marked as under:

Envelope No. 2A: Original Financial Proposal for  
[Name of Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 14.6.4. The Bidder shall seal the Duplicate Financial Tender in an envelope duly marked as under:

Envelope No. 2B: Duplicate Financial Proposal for

[Name of Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 14.6.5. The Bidder shall again seal Envelope Nos. (1+2)A and (1+2)B in a single envelope titled "BID FOR RENTING-OUT OF TUCKSHOPS AT METROBUS STATIONS IN LAHORE".

- 14.6.6. The Bidder shall enclose soft copies of the Financial Proposals, including all Forms, Annexes, Drawings, Documents, etc. in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

- 14.7. The Tender shall be mailed through a registered courier or hand-delivered to reach at the Owner's office before the closing date and time (last day of application).

- 14.8. It is obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, drawings, forms and all relevant documents as part of the bids submitted by the Bidder. Non-compliance with the same shall cause the rejection of bid at the time of opening.

## **15. Tender Security**

- 15.1. The Bidder shall furnish the tender Security, equal to 5% of the annual quoted rent in the shape of Pay Order or Demand Draft, issued by a scheduled bank, in favor of **Punjab Metrobus Authority Fund Account**, as part of the Technical bid envelope (sealed in a separate envelope), failing which will cause rejection of bid.

- 15.2. The proceeds of the Tender Security shall be payable to the Owner, on the occurrence of any of the following conditions:

- 15.2.1. If the Bidder withdraws the Tender during the period of the Tender validity specified in Clause no. 16 of this RFP; or

- 15.2.2. If the Bidder, having been notified of the acceptance of the Tender by the PMA during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3. The Tender security shall be returned to the unsuccessful Bidders following the financial bid opening procedure. Tender security of the successful Bidder shall be retained by the Owner and returned upon provision of Performance Security.

## **16. Tender Validity**

- 16.1. The Tender shall have a minimum validity period of one hundred and eighty days (180) days from the last date for submission of the Tender.
- 16.2. The Owner may solicit the Bidder's consent for an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to the extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Tender security.

## **17. Modification / Withdrawal of the Tender**

- 17.1. The Bidder may, by written notice served to the Owner, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2. The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

## **18. Opening of the Tender**

- 18.1. Tenders shall be opened, at **1200 hours on October 21, 2013** at the office of the Punjab Metrobus Authority (5th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore), in the presence of the Bidders or their authorized representatives, if available, for which they shall ensure their presence without further invitation.
- 18.2. The Bidder's name, modifications, withdrawal, attendance and such other details as the Owner may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3. No Bidder, or its representative, shall be allowed to keep any digital device (camera, audio recorder, cell phone etc.) switched on during the tender opening meeting at given time and location. Non-compliance shall cause rejection of respective Bidder.

## **19. Clarification of the Tender by the Owner**

- 19.1. The Owner shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the Annual Rent or in substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is the sole discretion of the Owner.

## **20. Determination of Responsiveness of the Bid (Tender)**

- 20.1. The Owner shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
  - 20.1.1. Meets the eligibility criteria for the Bidder;
  - 20.1.2. Is accompanied by the required Tender Security as part of the technical bid envelope (sealed in a separate envelope);
  - 20.1.3. Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2. The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation. However, the Owner may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender; but subject to approvals of the Tender Evaluation Committee.

## **21. Correction of errors**

- 21.1. The Tender shall be checked for any arithmetic errors which shall be rectified. If there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form; the amount in words, shall govern.
- 21.2. The Bidder shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender.

## **22. Rejection / Acceptance of the Tender**

- 22.1. The Owner shall have the right, at its exclusive discretion, to change terms and conditions, accept a Tender, reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for its action, without incurring any liability to the Bidder, and the decision of the owner shall be final.

22.2. The Tender shall be rejected if any of the following occurs:

- 22.2.1. It is substantially non-responsive
- 22.2.2. It is submitted in other than prescribed forms, documents / in other than specified mode
- 22.2.3. It is incomplete, un-sealed, un-signed, hand written, partial, conditional, alternative, or late
- 22.2.4. It is subjected to interlineations / cuttings / corrections / erasures / overwriting
- 22.2.5. The Bidder refuses to accept the corrected Total Tender Price
- 22.2.6. The Bidder has a conflict of interest with the Owner
- 22.2.7. The Bidder tries to influence the Tender evaluation / Contract award
- 22.2.8. The Bidder engages in corrupt or fraudulent practices in competing for the Contract award
- 22.2.9. There is any discrepancy between issued bidding documents and Bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 22.2.10. The Bidder submits any financial and/or other conditions as part of the bid which are not in conformity with the tender document
- 22.2.11. The Bidder fails to submit the required bid security.

### **23. Acceptance Letter (Letter of Intent)**

23.1. The Owner shall send the Acceptance Letter (Letter of Intent) to the successful Bidder prior to the expiry of the validity period of the Tender, which shall be made part of the Contract.

### **24. Performance Security**

24.1. The successful Bidder shall furnish Performance Security as under (refer to AnnexC-7):

- 24.1.1. Within ten(10) days of the receipt of the Acceptance Letter from the Owner;
- 24.1.2. In the form of a Bank Guarantee, issued by a scheduled bank rated "A" or above by PACRA or JCR-VIS operating in Pakistan as per the format provided in the Tender Document **or** in the form of a Pay Order/Demand Draft; in the favor of "Punjab Metrobus Authority Fund Account";
- 24.1.3. Denominated in Pak Rupees;
- 24.1.4. Have a minimum validity period of one year from the date of notification of award
- 24.1.5. The successful Bidder/Tenant shall submit a Bank Guarantee of 10% of the quoted Annual quoted Rent with an undertaking to renew the Bank Guarantee annually, one month prior to expiry of the submitted bank guarantee.

24.2. The proceeds of the Performance Security shall be payable to the Owner on occurrence of any of the following conditions:



- 24.2.1. If the Tenant commits a default under the Contract
  - 24.2.2. As adjustment against any amount imposed as a fine by the Owner for irregularities committed by the Tenant.
  - 24.2.3. As adjustment against any outstanding payment decided by the Owner.
  - 24.2.4. If the Tenant fails to fulfill any of the obligations under the Contract
  - 24.2.5. If the Tenant violates any of the terms and conditions of the Contract.
  - 24.2.6. If the Tenant terminates the contract for convenience
- 24.3. In addition to any other costs to be incurred by the Tenant to remedy/make good any delay/violation/non-performance of the contractual obligations and/or the rules, regulations, and instructions of the Punjab Metrobus Authority, the Owner reserves the right to levy fines/penalties if and when such violations occur, which shall be payable within 15 days of demand by the Owner. The fines/penalties so levied shall range from **Rs. 20,000 upto forfeiture of the performance security**, subject to the severity of the violation of the terms of Contract/RFP and/or the rules/regulations/instructions of the Punjab Metrobus Authority, as may be determined by the Owner in its sole discretion.

## **25. Redressal of Grievances of the Bidders**

- 25.1. The Owner shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidders that may occur prior to the entry into force of the Contract.
- 25.2. Any Bidder feeling aggrieved by any act of the Owner after the submission of the bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the Tender Evaluation report.
- 25.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 25.4. Mere fact of lodging of a complaint shall not warrant suspension of the tendering process.
- 25.5. Any Bidder not satisfied with the decision of the committee constituted by the Owner may follow the process mentioned vide Statutes and Regulations.

# **Rent Agreement for Tuck Shops at Metrobus Stations in Lahore**

between

**[Owner]**

and

**[Tenant]**

Dated:

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**ANNEXURE-A: DRAFT AGREEMENT**

This Rent Agreement is made as of the **[day]** of **[month]**, **[year]**,

**BETWEEN**

The Governor of Punjab, through the Managing Director of the Punjab Metrobus Authority (hereinafter referred to as "PMA"), (hereinafter referred to as the "Owner", which expression shall, where the context so permits, include its successors-in-interest and assigns)

**AND**

**[Full legal name of Tenant]**, on the other part (hereinafter referred to as the "Tenant", which expression shall, where the context so permits, include its successors-in-interest and assigns) severally liable to the Owner for all of the Tenant's obligations under this Contract and is deemed to be included in any reference to the term "Tenant."

(The Owner and the Tenant are hereinafter collectively referred to as the "parties")

**WHEREAS**

- A.** The Owner is the exclusive and the absolute Owner of the Metrobus Tuck shop, situated at MBS Corridor in Lahore
- B.** The Tenant has requested the Owner to allow it to use 58 Tuck Shops at Metrobus Stations in Lahore, covering a total space measuring approximately \_\_\_\_\_ sq ft (hereinafter referred to as the "Premises")

- C. The Owner has agreed to allow the Tenant to use the Premises, and the Tenant has agreed to use the premises, for the period, rent and purpose, and subject to the terms and conditions hereinafter mentioned.

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the rent hereby agreed and the Tenant covenants hereinafter mentioned, the Owner hereby allows the Tenant to use the premises for an initial period of five (5) years, commencing \_\_\_\_\_ and ending on \_\_\_\_\_, both dates inclusive at a monthly rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. The Tenant shall pay six months' rent in advance amounting to Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) upon the execution of this contract, which shall be charged/accrued in accordance with Clause No. 8.1.3 of RFP and Clause No. 5.1 of Annex-B:General Condition of the Contract. The Tenant hereby further agrees to pay the rent in half yearly equal installments in advance, at least 30 days prior to the start of next half yearly period. The Tenant hereby further agrees to pay the rent in half yearly equal installments in advance, at least 30 days prior to the start of next half yearly period.
3. The Tenant hereby further agrees to pay the ongoing rent on semi-annual basis in advance, in the last week of the preceding semi-annual period.
4. The Tenant hereby covenants to take up on rent all 58 Tuck shops at Metrobus stations in Lahore.
5. The Tenant shall pay the rent and all dues even if any or all the Metrobus Tuck shops under its tenancy are not functional or has/have been dismantled for repair or upkeep etc.
6. The Owner does not give the Tenant any estate, right or interest in the premises and the Tenant shall not transfer the benefits of this agreement or sub-let the premises to any other person
7. Every year starting from \_\_\_\_\_, the Tenant hereby agrees to pay the Owner the annual rent at an increase of 10% over previous year's annual rent.
8. The Tenant confirms having seen the potential locations and confirms full satisfaction as to the business viability of Tuck shops at Metrobus stations in Lahore and agrees not to seek any claim, damages, compensation or any consideration whatsoever on this account.
9. The following shall be deemed to form and be read and construed as part of this Contract:
  - a. The Tender Document

- b. Bidder's Proposal
- c. Letter of acceptance
- d. Terms and Conditions of the Contract
- e. Tender Form
- f. Affidavit(s)
- g. Performance Security
- h. Service Level Agreement (SLA) , if required
- i. Non-Disclosure Agreement (NDA), if required
- j. Any Standard Clause acceptable for Owner

10. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS WHEREOF, the parties have put their signatures on this Agreement on the day, month and year mentioned above.

For **[full legal name of the Owner]:**

For **[full legal name of the Tenant]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **ANNEXURE-B: GENERAL CONDITIONS OF THE CONTRACT**

### **1. Contract**

The Owner shall, after receipt of the Performance Security from the successful Bidder, send the Contract provided in the Tender Document, to the successful Bidder. Within five (5) days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the owner.

### **2. Contract Documents and Information**

The Tenant shall not, without the owner's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), or information furnished by or on behalf of the Owner in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Tenant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

### **3. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Tenant and the Owner, shall be in English. The Tenant shall bear all costs of translation to English and all risks of the accuracy of such translation.

### **4. Indemnification**

The Tenant agrees to indemnify and hold the Owner harmless from and against any and all third party claims of infringement of patent or trademark, demands, suits, causes of action, proceedings, judgments, damage costs, expenses and liabilities (including reasonable attorney fees and costs) for bodily injury and property damage to third parties to the extent that such claims arise from the acts or omissions of the Tenant, its employees, officers, agents etc. or in respect of non observance of any statutory requirements or legal dues or any nature.

### **5. Procedure of Payment**

The procedure for payments to the Owner shall be as under:

- 5.1 The Tenant shall be required to pay the rent in half yearly equal installments in advance, at least 30 days prior to the start of next half yearly period. The rent shall

be charged from the date of conclusion of the 'rent-free mobilization period' mentioned in Clause no. 8.1.3 of this RFP. However, the bidder may commence business on those Tuck Shops where it has achieved operational readiness prior to expiry of the mobilization period after obtaining written approval from the Owner in this regard; in which case the Owner shall, during the 90-days' mobilization period, charge rent on a 'per-day basis' for the Tuck Shops that it has approved for commencement of business. The Owner shall charge such rent from the date it grants such approval. Per day rent for a Tuck Shop shall be calculated as Average rent for one (01) Tuck Shop divided by 365 days. The rent due on account of the above approval shall be adjusted from the six (06) months' advance rent deposited by the Tenant at the time of signing of the Contract. The Tenant shall, upon intimation by the Owner, replenish the advance rent amount by the differential, created by the above adjustment, within one (1) week of receipt of such intimation.

5.2 All payment of Rent/Tender security shall be vide Pay Order or Demand Draft in favor of **Punjab Metrobus Authority Fund Account**.

5.3 The Rent for vacant shops will be charged for even though not utilized/occupied.

## **6. Assignment / Subcontract**

The Tenant shall not assign or sub-contract its obligations under the Contract, in whole or in part.

## **7. Termination for Default**

If the Tenant fails or delays in performance of any of the obligations under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, engages in any illegal activities or fails to pay, in full or in part, the rent or any other charges beyond (30) thirty days of the due date, the Owner may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Tenant, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Tenant; provided that the termination of the Contract shall be resorted to only if the Tenant does not cure its failure / delay, within fifteen working days (or such longer period as the Owner may allow in writing), after receipt of such notice. The Performance security shall be forfeited. The rent paid in advance for that particular semi-annual period shall also be forfeited.

## **8. Termination for Insolvency**

If the Tenant (or lead partner in case of JV) becomes bankrupt or otherwise insolvent, the Owner may, at any time, without prejudice to any other right of action / remedy it may have,



by written notice served on the Tenant, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Tenant.

## **9. Termination for Convenience**

- 9.1 The Owner may, at any time, by three (3) months' written notice served on the Tenant, terminate the Contract, in whole or in part. However, in such an instance, the Owner shall be liable to reasonably compensate the Tenant for the capital cost incurred, if any, to permanently improve the premises as well as costs incurred for vacation of the premises, subject to provision of verifiable documentary evidence obtained upon incurrence of these costs.
- 9.2 If the Tenant surrenders (terminates) the contract he shall be allowed to do so after giving 3 (three) months notice. However, Performance Security submitted by the Tenant shall stand forfeited. Partial surrender or termination of Rent Agreement shall not be accepted and termination shall be considered for the full scope of this agreement.

## **10. Force Majeure**

- 10.1 'Force Majeure Event' shall mean the occurrence of any of the following events or circumstances, or any combination thereof, which are (i) beyond the reasonable control of the affected party, (ii) could not have been foreseen or prevented by the use of or by the exercise of reasonable skill and care, and (iii) have a material adverse effect upon the performance by the affected party of its obligations under the Rent Agreement including but not limited to:
  - 10.2 Strikes, lock-outs or other industrial action or labor disputes involving the affected party or its respective sub-contractors, employees or agents
  - 10.3 Invasion, act of war (whether declared or undeclared), armed conflict or act of foreign enemy, blockade, civil war, rebellion, riots, insurrection or civil commotion
  - 10.4 Sabotage, kidnapping, terrorism or credible threat of such acts
  - 10.5 Epidemics
  - 10.6 Explosions, chemical or radioactive contamination or ionizing radiation or other radioactive contamination risks in the common form that are not covered by the Tenant's approved insurance policies
  - 10.7 Unusual or extreme adverse weather or environmental conditions or action of the elements, meteorites, aircraft or object falling from aircraft or other aerial devices, the account of pressure waves caused by aircraft or other aerial devices traveling at supersonic speed or other natural disasters.

- 10.8 Act of God
- 10.9 Any event or circumstances of a nature analogous to the foregoing, provided that each of the events described shall constitute a Force Majeure Event to the extent that such events or circumstances are caused by an event or circumstance that is itself a Force Majeure Event, experienced directly by the Bidder.
- 10.10 Force Majeure Events shall not include the following:
- 10.10.1 Late delivery or interruption in the delivery of Goods
  - 10.10.2 Delay in the performance of the contractual obligation by the Tenant.
  - 10.10.3 Breakdown in machinery or equipment
  - 10.10.4 Normal wear and tear or random flaws in materials, machinery or equipment.
- 10.11 If, by reason of a Force Majeure Event a party is wholly or partially unable to carry out its obligations under the Rent Agreement, the affected party shall:
- 10.11.1 give the other party notice of the Force Majeure Event(s) as soon as practicable, but in no event later than the later of forty-eight (48) hours after the affected party becomes aware of the occurrence of the Force Majeure Event(s), or six (6) hours after the resumption of any means of providing notice to the other party. Unless otherwise directed by the Owner in writing, the Tenant shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  - 10.11.2 provide, wherever appropriate or when reasonably requested to do so by the other party, further information to the other party fully describing the Force Majeure Event(s) and its cause(s), and providing or updating information relating to the efforts of the affected party to avoid and/or to mitigate the effect(s) thereof; and estimates, to the extent practicable, of the time for which the affected party reasonably expects it shall be unable to carry out any of its affected obligations due to the Force Majeure Event(s).
- 10.12 The affected party shall notify to the other party of the cessation of the Force Majeure Event and of its ability to recommence performance of its obligations under this Contract as soon as possible and in any event not later than seven (7) days after the cessation of the events described above.
- 10.13 The Tenant shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent of his failure/delay in performance/discharge of obligations under the Contract is the result of an event of Force Majeure.

## **11. Dispute Resolution**

- 11.1 The Owner and the Tenant shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 11.2 If, after thirty working days, from the commencement of such informal negotiations, the Owner and the Tenant have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

## **12. Statutes and Regulations**

- 12.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Tenant shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Owner indemnified against all penalties and liability of any kind for breach of any of the same.
- 12.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

## **13. Taxes and Duties**

The Tenant shall be entirely responsible for all applicable taxes, duties and other such levies imposed on its business by the concerned local, provincial and federal authorities in Pakistan throughout the currency of this Contract.

## **14. Contract Cost**

All expenses in respect of the execution and registration of this Agreement shall be borne by the Tenant and the Owner shall in no case be responsible / liable for these costs.

## **15. Authorized Representative**

The Owner or the Tenant may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any or all of the duties/authority, vested in them, to their Authorized Representative, including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

- 15.1 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/them, by the Owner, or the Tenant.
- 15.2 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 15.3 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 15.4 Notwithstanding above clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Owner to disapprove such Services or Works and to give instructions for the rectification thereof.
- 15.5 If the Tenant questions any decision or instruction of the Authorized Representative of the Owner, the Tenant may refer the matter to the Owner who shall confirm, reverse or vary such decision or instruction.

## **16. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

**ANNEXURE - C**

**FORMS, LETTERS & FORMATS**

## Annex C-1: Substantial Responsiveness Checklist

<b>TENDER FOR THE RENTING-OUT OF TUCKSHOPS IN METROBUS STATIONS IN LAHORE</b>				
<b>Sr. #</b>	<b>Documents to be Provided</b>	<b>Provided</b>	<b>Not Provided</b>	<b>Not Applicable</b>
1	Details related to relevant experience in the business with all supporting documents and documented proofs, as required in Clause no. 6 of the RFP			
2	Complete details of the business operations being carried out by the Bidder with all supporting documents and documentary proofs			
3	Covering letter duly signed and stamped by authorized representative <b>(Annex C-2)</b>			
4	Technical Proposal Submission Form <b>(Annex C-3)</b>			
5	Power of Attorney <b>(Annex C-4)</b>			
6	Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted <b>(Annex C-5)</b> )			
7	Affidavit <b>(Annex C-6)</b>			
8	Memorandum of Understanding as required in Clause no. 12 of the RFP - in case of JV only			
9	Tender Security as prescribed in the tender document (sealed in a separate envelope)			
10	Annual Income Tax Returns for the last three tax years or since inception if later (of Lead partner in case of JV)			
11	Financial Proposal Submission Form <b>(Annex C-8)</b>			
12	Financial Proposal <b>(Annex C-9)</b>			
13	Soft copies of the Financial Proposal, including all Forms, Annexes, Drawings, Documents, etc. in the form of MS Word Documents, MS Excel Worksheets and Scanned images etc.			

**Annex C-2: Format for Covering Letter**

To,

(Name and address of Owner)

**Sub:** \_\_\_\_\_.

Dear Sir,

Having examined the tender document and Annexure we, the undersigned, in conformity with the said document, offer to provide the services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

2. We undertake, if our proposal is accepted, to discharge all obligations required under the RFP and the Contract.
3. We agree to abide by this proposal for the period of 180 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We agree to execute a contract in the form to be communicated by The Punjab Metrobus Authority, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
5. Unless and until a formal agreement is prepared and executed, this proposal together with the Owner's written acceptance thereof shall constitute a binding contract agreement.
6. We understand that the Owner is not bound to accept any or all of the bid it receive, not to give any reason for rejection of any bid and to defray any expenses incurred by us in bidding.
7. We certify that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered.
8. We have gone through all the conditions of the tender and are liable to any punitive action for furnishing false information/documents.
9. We would like to clearly state that we qualify for this work as our firm/company meets all the eligibility criteria indicated in your tender document.

\_\_\_\_\_

Authorized Signatures with Official Seal, Name &

Address

## Annex C-3: Technical Proposal Submission Form

### Technical Proposal Submission Form

[Location, Date]

To \_(Name and address of Owner)\_

Dear Sir,

We, the undersigned, offer to render services required under the Request for Proposal (RFP) for **Renting-out of Tuck Shops at Metrobus Stations in Lahore**, strictly in accordance with the aforesaid RFP, dated \_(insert date)\_. We are hereby submitting our Technical Proposal along with details related to required relevant experience, and financial strength of our business, with all supporting documents and documented proofs, as required in Clause no. 6 of the RFP.

2. We undertake, if our Proposal is accepted, to occupy as a Tenant all 58 Tuck Shops at Metrobus Station in Lahore.

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

4. We understand you are not bound to accept any Proposal you receive.

We remain,  
Yours sincerely,

[Authorized Signature] *(In full and initials)*

[Name and Designation of Signatory]

[Name of Firm]

[Address]



## **Annex C-4: Power of Attorney (pg. 1 of 2)**

### ***Instructions for preparation of power of attorney***

1. *To be executed by an authorized representative of the bidder.*
  2. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
  3. *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
  4. *In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.*
-

**Annex C-4: Power of Attorney** (pg. 2 of 2)

**FORMAT: POWER OF ATTORNEY**

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

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC No.) who is presently engaged with us and holding the position of our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for RENTING-OUT OF TUCKS SHOPS AT METROBUS STATIONS IN LAHORE in response to the tenders invited by the Punjab Metrobus Authority including signing and submission of all documents and providing information/responses to the Punjab Metrobus Authority in all matters in connection with our Bid.

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

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

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

**Annex C-5: Undertaking**

**UNDERTAKING**

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

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

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of:

**Annex C-6: Affidavit**

**AFFIDAVIT**

**Integrity Pact**

We \_(Name of the bidder)\_ being the first duly sworn on oath submit, that Mr./Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_(Name of the Bidder company)\_ hereinafter called the Bidder to submit the attached bid to the Punjab Metrobus Authority. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the Punjab Metrobus Authority any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder in the bidding and in the evaluation and selection of the Bidder for contract or for refraining from properly and thoroughly maintaining Operations implementations, reporting violation of the contract specification or other forms of non-compliance.

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

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

## Annex C-7: Performance Security

### PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

**WHEREAS** [Name and Address of the Tenant] (hereinafter called "the Tenant ") has agreed to assume tenancy of all 58 Tuck Shops at Metrobus Stations in Lahore as successful Bidder in the Tender titled [Tender Name] (hereinafter called "the Contract") for the Annual Rent of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful bidder shall furnish Performance Security of an amount equivalent to 10% of the annual quoted rent, within ten (10) days of the receipt of the Acceptance Letter from the Owner, in the form of a Bank Guarantee issued by a scheduled bank rated "A" or above by PACRA or JCR-VIS operating in Pakistan, as per the format provided in the Tender Document, having a minimum validity period of one year from the date of notification of award; or a Pay Order/Demand Draft issued by a scheduled bank in favor of "The Punjab Metrobus Authority Fund Account", with an undertaking to renew the Bank Guarantee before the end of each year on yearly basis, one month before the expiry of the submitted Bank guarantee, valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Owner a Guarantee;

NOW THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Owner, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) which is 10% of the Annual Rent, and undertakes to pay to the Owner, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Owner having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Tenant commits a default under the Contract
2. As adjustment against any amount imposed as a fine by the Owner for irregularities committed by the Tenant.

3. If the Tenant fails to fulfill any of the obligations under the Contract
4. As adjustment against any outstanding payment decided by the Owner.
5. If the Tenant violates any of the terms and conditions of the Contract.
6. If the Tenant terminates the contract for convenience

In addition to any other costs to be incurred by the Tenant to remedy/make good any delay/violation/non-performance of the contractual obligations and/or the rules, regulations, and instructions of the Punjab Metrobus Authority, the Owner reserves the right to levy fines/penalties if and when such violations occur, which shall be payable within 15 days of demand by the Owner. The fines/penalties so levied shall range from **Rs. 20,000 upto forfeiture of the performance security**, subject to the severity of the violation of the terms of Contract/RFP and/or the rules/regulations/instructions of the Punjab Metrobus Authority, as may be determined by the Owner in its sole discretion.

Provided that the Owner shall specify the occurred condition(s) owing to which the said sum is due to him and that any demand(s) / claim(s) from the Owner shall reach the Guarantor within thirty working days after/before the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2013.

**GUARANTOR**

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

CNIC #: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_

**Annex C-8: Financial Proposal Submission Form (Part of Financial Bid Envelope)**

**Financial Proposal Submission Form (Part of Financial Bid Envelope)**

[Location,

Date]

To           (Name and address of Owner)          

Dear Sir,

We, the undersigned, offer to occupy all 58 Tuck Shops located at Metrobus Stations in Lahore in response to your REQUEST FOR PROPOSAL FOR RENTING-OUT OF TUCKSHOPS AT METROBUS STATIONS IN LAHORE dated           (insert date)           in accordance with the terms and conditions of the RFP. Our attached Financial Proposal is an Annual Rent of PKR (insert amount in words and figures)          . This amount is exclusive of all applicable taxes which shall be added by the Owner over and above the offered amount. The offered bid is subject to an annual increase of 10% over the preceding year's rent.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal as per Clause no. 16 of this RFP.

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

We understand you are not bound to accept any Proposal you receive.

Signed:

In the capacity of:

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

Date:

## Annex C-9: Financial Proposal

Qualified bidders with highest value of "X" will be considered successful.

Sr. No.	Item	Annual Rent (PKR) exclusive of all applicable taxes
1	Financial bid for occupying all 58 Tuck Shops at Metrobus Stations in Lahore	X

Important note:

1. Tenant has to pay rent amount in advance on six monthly basis
2. Highest value of "X" will determine the successful bidder, subject to subject to necessary approvals and fulfillment of mandatory requirements.
3. The above mentioned bid amount is exclusive of all applicable taxes, which shall be added by the Owner over and above the offered amount and is subject to an annual increase of 10% over the preceding year's rent.

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process and inspected the conditions of physical infrastructure available on the site/plans and specifications of site and offer my/our acceptance to the terms and conditions contained herein in this bid document.

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

Signature \_\_\_\_\_

Address \_\_\_\_\_



## **Annexure - D: Terms and Conditions for Provision of Electricity**

### **1. General Conditions**

- 1.1. The Tenant shall arrange to install a low voltage switch-board
- 1.2. If there is any harm/loss to the property of the Owner or to any other third party due to installation of Electrical connection; or fault in the Electrical works, outlets, or apparatus within the rented premises; all such loss shall be borne by the Tenant
- 1.3. All provisions related to cable laying/any Electrical work are to be carried out by the Tenant through Owner's prior written approval
- 1.4. Tenant shall use Energy efficient lighting & shall provide proper lighting fixtures, lamps, electronic ballast etc. The Tenant shall also provide uniform & good illumination level
- 1.5. The Tenant shall use GI rigid conduit piped wiring which shall be suitably clamped and earthed
- 1.6. Tenant shall use reputed Brand/Make of Electrical wiring and switch gear items. The entire work within the rented premises shall be carried by the Electrical Contractor/Agency hired by the Tenant at his/her own cost. The Owner's representative(s) may inspect and supervise the work.

### **2. Electricity Connection**

There are two options for the provision of Electricity for the Tuck Shops:

#### **Option - A**

1. The Tenant at his/her/their own cost shall arrange a separate Electricity supply connection from the Lahore Electric Supply Company (LESCO)
2. The Tenant shall arrange his/her/their own Standby Generator

#### **Option - B**

The Tenant shall apply in writing to obtain Electricity supply connection from the Owner by accepting and fulfilling the following conditions:

1. The Tenant shall arrange Electricity/sub-energy meter apparatus from LESCO for the Metrobus shops.

2. The Owner shall provide standby power supply from station as well as backup power through Generators installed in the MBS. The Tenant shall not be permitted to use any standby Diesel Generator of its own.
3. A Single Phase (50Hz) Electric Power Supply shall be provided by the Owner .
4. In case the Tenant desires to install Air-Conditioning, the Tenant shall obtain permission in writing from the owner and the Tariff and other arrangements for the same shall be decided at that stage.
5. The power supply will be extended by Tenant from meter to the rented premises. The G.I. conduit wiring /copper cables., shall be furnished by the Tenant at his/her own cost.via .
6. The Tenant shall engage the existing Electric company responsible for supply of Electricity to the station, to install sub-meter connection and for the Electric work outside the rented premises.
7. The Electricity Sub-meter shall be sealed the Owner and is not to be tampered by Tenant in any circumstances.
8. Load bearing appliances such as Refrigerator, Freezer, Electrical Heater, Electrical Kettle and Microwave oven may be allowed subject to the prior written approval of the Owner.
9. The Tenant shall use suitable voltage stabilizers and power factor correction equipment as per his/her requirement.
10. The Energy consumed shall be charged based on Energy Meter Reading (KWH) which shall be taken once in a month on a nominated day by the Owner's representative.
11. The Tariff for Electricity (including the backup Electricity supply) to be charged from the Tenant shall be as per unit rate decided by the Owner, which at present is Rs. 25 per Unit (KWH) and is subject to change from time to time depending on the changes in LESCO Tariff and Diesel Prices.
12. The charges/deposits (such as advance energy charges, refundable consumption deposit etc.) will be decided by the Owner as the case may be.
13. The Tenant shall not draw power more than the 8,000 Watts per Tuck Shop.
14. Only a single point Electricity supply has been provided to each level of the Stations i.e. at the platform levels. The Tenant is required to arrange all wiring by laying the cables as required from this designated point of connection, at his/her own cost

15. The Owner shall be entitled to disconnect the supply of energy by issuing a disconnection notice in writing, to the Tenant, if the Tenant is in default of payment of the due charges.
16. The Tenant shall pay the full amount mentioned in the Monthly Bill as raised by the Owner before the last date mentioned in such Monthly Bill.
17. The Owner shall not be responsible for any interruption/diminution of supply.
18. The Electric supply shall be used only for the purpose for which it has been sanctioned and shall not be misused in any way to serve any other purpose.
19. The Electric supply shall not be extended/sublet to any other premises/party.
20. The Tenant shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
21. The Owner shall be entitled to disconnect the service connection in the event of any default and/or non-compliance of statutory requirements
22. The applicant acknowledges and accepts that its relationship with the Owner is not that of an Electricity consumer rather provision of electricity is a commercial arrangement incidental to the applicant's renting out of Tuck Shops at 27 Metrobus Stations in Lahore and the Electricity connection is merely being provided as a part of the above arrangement.