

TENDER DOCUMENT

FOR

RENTING-OUT OF TUCK SHOPS AT METROBUS STATIONS IN LAHORE



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.gop.pk) and the Punjab Portal (www.punjab.gov.pk) for all updates on the tender such as addendums etc.
- The Punjab Metrobus Authority (PMA) shall not be responsible for any latent or evident defect including but not limited to the following;
 - i. Financial feasibility of the project
 - ii. Electricity availability and provisions
 - iii. Suitability/size of shops for lease/commercial activity
 - iv. Any other applicable laws etc.

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 the Lease of Metrobus shops in Lahore, who has the probability of award of contract, subject to necessary approvals and applicable policies.
- 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. **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.
- 1.9. **Annual Rent** shall mean the amount payable by the Tenant to the Owner for one year of Occupancy of the Tuck Shop
- 1.10. **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.
- 1.11. **RFP** shall mean Request for Proposals, including any amendments that may be made by the Owner for the selection of bidder.
- 1.12. **Proposal** shall mean the package containing the Financial and Technical bid for the provision of services proposed to be rendered by the Bidder in response to this RFP.
- 1.13. **Services** shall mean the tasks to be performed by the Tenant
- 1.14. **Works** shall mean work to be done by the Tenant under the Contract
- 1.15. **GoPb** shall mean The Government of the Punjab

1.16. GoP shall mean The Government of Pakistan

1.17. Tuck Shops shall mean the shops inside the Metrobus stations in Lahore

1.18. At grade shall mean at ground level

1.19. Elevated shall mean above the ground level

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 specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Service Provider and the Purchaser, 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. Scope of the Tender

The Punjab Metrobus Authority invites proposals (hereinafter referred to as “Tenders”) for renting-out of Tuck Shops at Metrobus Stations in Lahore, as outlined in this document as per the following options:

Option-1

All 58 tuck shops located at twenty seven (27) stations in Lahore are to be rented to a single Tenant. This is the preferred option and if a successful Bidder is selected under this option than Option-2 shall be scrapped.

Option-2

Under this option, the Owner shall rent-out the Tuck shops in lots (at least one lot and up to five lots) as described in table below:

Sr. #	Station	Type	No. of Shops	Option - 2
1	Gajjumata	At Grade	2	Lot 1 (10 shops)
2	Dulu Khurd	At Grade	2	
3	Youhanabad	At Grade	2	
4	Nishtar Colony	At Grade	2	
5	Atarti Saroba	At Grade	2	
6	Kamahan	At Grade	2	Lot 2 (10 shops)
7	Chungi Amar Sidhu	At Grade	2	
8	Ghazi Chowk	At Grade	2	
9	Qainchi	At Grade	2	
10	Ittefaq Hospital	At Grade	2	
11	Naseerabad	At Grade	2	Lot 3 (8 shops)
12	Model Town	At Grade	2	
13	Kalma Chowk	At Grade	2	
14	Qaddafi Stadium	At Grade	2	
15	Canal	Elevated	4	Lot 4 (10 shops)
16	Ichara	Elevated	2	
17	Shama	Elevated	2	
18	Qartaba Chowk	Elevated	2	
19	Janazgah	Elevated	2	Lot 5 (10 shops)
20	MAO College	Elevated	4	
21	Civil Secretariat	Elevated	2	
22	City District Courts	Elevated	2	
23	Bhatti Chowk	Elevated	2	Lot 6 (10 shops)
24	Azadi Chowk	At Grade	2	
25	Timber Market	At Grade	2	
26	Niazi Chowk	At Grade	2	
27	Shahdara	At Grade	2	

5. Type of Competitive Bidding

A Single Stage - Two Envelope procedure shall be followed. Details of are as follows:

- 5.1. The bid shall comprise of a single package containing four (4) separate envelopes. The Odd Numbered Envelopes 1 and 3 shall contain separately the technical proposals for the Option-1 and Option-2, respectively. The Even Numbered Envelopes 2 and 4 shall contain separately the financial proposal for Option-1 and Option-2, respectively;
- 5.2. The envelopes shall be marked in bold and legible letters to avoid confusion, as follows:
 - 5.2.1. Envelope no. 1: Technical Proposal Option-1
 - 5.2.2. Envelope no. 2: Financial Proposal Option-1
 - 5.2.3. Envelope no. 3: Technical Proposal Option-2
 - 5.2.4. Envelope no. 4: Financial Proposal Option-2
- 5.3. The Option-1 is the preferred option for the Owner, and the Owner shall attempt to conclude a contract for this option. If successful, the financial proposal of bids found technically ineligible in Option-1, and Bids (both financial and technical) for Option-2 shall be returned unopened to the respective bidders. The following process shall be followed for Option-1:
 - 5.3.1. Initially, only the Envelope no. 1 marked 'Technical Proposal Option-1' shall be opened;
 - 5.3.2. Envelopes no. 2, 3, and 4 shall be retained in the custody of the Owner without being opened;
 - 5.3.3. The time, date and venue for publicly opening of Envelope no. 2 marked 'Financial Proposal Option-1' of technically qualified bidders shall be announced and communicated to the bidders;
 - 5.3.4. The technical proposal for Option-1 will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected;
 - 5.3.5. During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 5.3.6. After the evaluation and approval of the Technical Proposal the Owner shall, at a time within the bid validity period, publicly open the 'Envelope no. 2: Financial Proposal Option-1' of the technically accepted and qualified bids only;
 - 5.3.7. The technically qualified Bidder with the highest financial bid will be the successful bidder;
 - 5.3.8. Upon acceptance/approval, the Owner shall invite the successful Bidder to enter into a Rent Agreement for all 58 Tuck shops at the Metrobus Stations in Lahore.
- 5.4. However, if the bids received under Option-1 are not found to be acceptable then Option-2 shall be pursued as follows:
 - 5.4.1. A separate bid shall be submitted for each lot
 - 5.4.2. Initially, only the Envelope no. 3 marked Technical Proposal Option-2 shall be opened;
 - 5.4.3. The Envelope no. 4 shall be retained in the custody of the Owner without being opened;
 - 5.4.4. The time, date and venue for publicly opening of Envelope no. 4: 'Financial Proposal Option-2' of technically qualified bidders shall be announced and communicated to the bidders;
 - 5.4.5. The technical proposal for Option-2 will be evaluated in a manner as per the clauses mentioned in this document; and proposals which do not conform to the specified requirements as listed in said document will be rejected;
 - 5.4.6. During the technical evaluation no amendments in the technical proposal shall be permitted;

- 5.4.7. After the evaluation and approval of the Technical Proposal the Owner shall, at a time within the bid validity period, publicly open the 'Envelope no. 4: Financial Proposal Option-2' of the technically accepted and qualified bids only;
- 5.4.8. For a specific Lot No, the technically qualified Bidder with the highest financial bid will be the successful bidder;
- 5.4.9. The Owner shall invite the successful bidder(s) to enter into a Rent Agreement for the required lot(s) indicated by the bidder.

6. Bidding Details (Instructions to bidders)

- 6.1. Bids shall be dropped in Tender Box placed at the office of The Punjab Metrobus Authority, 2nd floor Transport House, 11-A, Egerton Road, Lahore, Pakistan, on or before 1430 hours on 18th February, 2013.
- 6.2. The Owner shall hold a pre-bid meeting at 1430 hours on 13th February, 2013 at its office.
- 6.3. All bids must be accompanied by a Demand Draft or Pay Order of an amount equivalent to Tender Security prescribed in the section on 'Tender Security' in this document. The bids along with the Demand Draft / Pay Order, Tender Forms, Affidavits, etc., must be dropped in the Tender Box placed at the office of The Punjab Metrobus Authority, 2nd floor Transport House, 11-A, Egerton Road, Lahore, Pakistan, on or before 1430 hours on 18th February, 2013.
- 6.4. 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 the Company's decision in this regard shall be final. Bids submitted after prescribed time shall not be entertained.
- 6.5. 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 serial (viii) below, on or before 12th February, 2013.
- 6.6. 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 section 22 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.
- 6.7. The contact details for all correspondence in relation to this bid is as follows:

Email: pd.mbs@punjab.gov.pk
Managing Director,
The Punjab Metrobus Authority,
2nd Floor, Transport House, 11-A Egerton Road,
Lahore, Pakistan
- 6.8. 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.
- 6.9. The Owner will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- 6.10. The Owner reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason.

7. Contract type and duration

Rent Agreement(s) for specified stations for an initial period of 3 years shall be executed between the Owner and the Tenant(s).

8. Contractual obligations, roles and responsibilities

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

Tenant

8.1. The Tenant shall:

- 8.1.1. Ensure that the Tuck shops at Metrobus stations are used only for the sale of good quality retail/consumer products which will not include:
 - 8.1.1.1. any product or service the sale of which is unlawful/illegal or deemed unlawful under the law;
 - 8.1.1.2. Paan, Cigarettes, Cigars, Cigarillo or any other tobacco-related products such as Gutka, Naswar etc.;
 - 8.1.1.3. Any other items restricted by the Owner from time to time.
- 8.1.2. Occupy the allocated shop(s) 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.
- 8.1.3. Perform all duties and responsibilities as per the terms & conditions of the Rent agreement.
- 8.1.4. Make arrangements for disposal of solid waste and removal of the same from the stations on a regular basis to ensure perfect cleanliness.
- 8.1.5. Ensure that a high standard of hygiene is maintained in and around the shops.
- 8.1.6. Ensure no encroachment is made into any common areas of the Metrobus Station and restrict its operation within the rented-out premises.
- 8.1.7. Ensure safety and security of the allocated area. In the event of any theft/loss of any nature, the Tenant will indemnify and keep indemnified the PMA for any losses on this account.
- 8.1.8. Make payment of Annual Rent in two equal half-yearly installments in advance, within first 15 days of the commencement of the half-yearly period.
- 8.1.9. Make all payments as may be due on the due date, without being sent any formal invoice from the owner.
- 8.1.10. Keep in good condition and maintain properly the premises/shop(s) handed over to it at its own expense including the cost of minor day-to-day repairs and maintenance of the Tuck shop.
- 8.1.11. Carry out any alterations or renovations within the allocated shop(s) only with prior approval of the Owner.
- 8.1.12. Cooperate with all other MBS service providers and to the extent possible facilitate their operations.
- 8.1.13. Ensure participation in all meetings as directed/notified by the Owner from time to time.

- 8.1.14. 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
- 8.1.15. 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 10% above the retail/market price (rounded down to the nearest Rupee). However, in case the Tenant owns a bakery business, the prices of bakery items shall be in line with those at the other bakery outlets of the Tenant outside the Metrobus Corridor, without exception.
- 8.1.16. Ensure cleanliness and hygiene of the allocated shops and provision of services in a clean, proper and efficient manner.
- 8.1.17. Employ and engage trained, skilled and trained staff and endeavor to maintain and provide services to full satisfaction of the Owner.
- 8.1.18. Ensure all its employees wear a neat and clean standard uniform to be approved by the Owner.
- 8.1.19. Take prompt and reasonable action for resolution of each complaint – including complaints received from Owner
- 8.1.20. 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.
- 8.1.21. Vacate and deliver to the Owner physical possession of all rented shops at the end of the term of Lease period (including any extension) or on termination of contract, if earlier, within fifteen (15) days of the notice of termination, in the same condition in which it was handed over except for normal wear and tear.
- 8.1.22. In case of non-payment of rent or any other dues within the stipulated time, subject to one written notice, the Tenant voluntarily agrees to and permits the Owner to disconnect all utility services including electricity supply to its rented-out Tuck shops and seal the premises.
- 8.1.23. The Tenant voluntarily and unequivocally agrees to provide unconditional access to its rented Tuck shop for security checks by security officers/inspector of the owner.
- 8.1.24. On operational grounds, the Owner may require the Tenant to vacate the shop in lieu of an alternative shop located at the same station or at another Metrobus Station having the same ridership category as the previous station. The Tenant shall be bound to shift its shop to the alternative location within the given time period, which would not be less than 15 days under any circumstances. The Tenant may not make a claim or seek a compensation for expenses incurred on this account.
- 8.1.25. Under Option-1 the Tenant shall have the right to display his/her own brand name, on a plain background and in dimensions prescribed by the owner, at the space designated for the display of brand names, in-front of the Tuck shop.
- 8.1.26. Under Option-2, the Tenant shall not have the right to display the brand name of his/her choice. Instead, the Tenant shall display sign boards approved by the Owner at space designated for display of brand name; e.g. "Metrobus Tuck Shop".

- 8.1.27. Each Bidder is deemed to have inspected the shops/sites, the surroundings, and all necessary documentation; and shall make all inquiries; prior to participating in the bid process. The bidder(s) must satisfy himself/herself/themselves that the space is suitable for setting up his/her/their business.
- 8.1.28. If any approvals are required to be taken from any Government Authority/Department etc. other than the PMA, the same is the responsibility of the Tenant.
- 8.1.29. 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.
- 8.1.30. With regards to electricity and related arrangements, the Tenant shall:
 - 8.1.30.1. Make arrangements for the supply of Electricity as per Annexure - E.
 - 8.1.30.2. 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.
 - 8.1.30.3. 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.
 - 8.1.30.4. Pay all the bills/costs for the electricity that may be consumed due to the operation of the shops. Under Option-2, the payment towards electricity bills shall be made 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.
 - 8.1.30.5. Not tap or draw electricity from any unauthorized source.
- 8.1.31. The Tenant shall 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.
- 8.1.32. The Tenant shall 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.
- 8.1.33. Commercial rights for business in shops will vest with the Tenant
- 8.1.34. Subletting of rights acquired under the Rent agreement to any other party would not be permissible.

Owner

- 8.2. The Owner shall:
 - 8.2.1. Provide a 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.

- 8.2.2. Under Option-2, provide electricity and backup power through Generators installed at each station during the operating hours (6:30 a.m. to 10:30 p.m.) as per the terms and conditions mentioned in Annexure-E.
 - 8.2.3. 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
 - 8.2.4. Execute Rent agreement with the successful bidder(s) upon approval.
 - 8.2.5. Develop and notify policy & regulation for commercial activity/shops in MBS territory.
 - 8.2.6. Accord approval for structural plans, electrical/cable routing plans and any other structural changes etc. to the Tuck shops at Metrobus stations.
 - 8.2.7. 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.
 - 8.2.8. Take prompt and appropriate disciplinary action against any misconduct or unreasonable offense committed by any of its employees.
 - 8.2.9. Collect rent from the Tenant payable to Punjab Metrobus Authority in the form of a Demand-draft.
 - 8.2.10. Levy penalties to the Tenants or terminate the contract if he/she stands in violation of the terms and conditions of the contract.
- 8.3. The overall control and supervision of the shops shall remain vested with the Owner who shall have the right to inspect the 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.

9. Penalties

The penalties for violation of the terms & conditions of the contract shall be as per Annexure-F.

10. Bidder's Eligibility

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

- 10.1. has the financial capacity of paying for the Annual Rent, Tender Security and Performance security.
- 10.2. has the experience, capability and skill of carrying out the Tuck Shop, bakery or similar business.
- 10.3. is a Registered Company, Association of Persons (AoP) or a Joint Venture (local companies forming part of the joint venture must be registered under the Companies Ordinance 1984).
- 10.4. has the required relevant financial and technical strength to fulfill the requirements.
- 10.5. conforms to the clause of 'Responsiveness of Bid' given in this tender document.
- 10.6. provides verifiable proof for all the above requirements.

11. Tender Cost

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

12. Joint Venture (JV)

- 12.1. Joint ventures are eligible for this tender, as long as the joint venture complies with the following conditions:
 - 12.1.1. The Bidders may form a joint venture of a maximum of four Bidders. An Agreement Deed to that effect, legally executed and signed by all the JV partners shall be submitted with the Tender.
 - 12.1.2. One JV partner will be designated as the 'Lead partner' who would enter into a legal contract with the Owner and would be liable to incur liabilities, pay due amount to the Owner and receive instructions for and on behalf of any or all the JV partners. A power of attorney to that effect, legally executed, signed by all the JV partners must be submitted with the Tender.
 - 12.1.3. There must be at least one JV partner which is a locally registered company of good repute having relevant experience and proven track record. In case there is no other JV partner which is a registered company, then such JV partner shall be the Lead partner.
 - 12.1.4. All the JV partners shall be jointly and severally liable for the execution of the Rent Agreement in accordance with the terms and conditions of the Contract. The Tender, and in case of successful Tender, the Rent Agreement to that effect, shall be signed by the Lead partner.
 - 12.1.5. JV partners other than the Lead partner would also be bound by the terms and conditions of the contract.

13. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

14. Amendment of the Tender Document

- 14.1. 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).
- 14.2. 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.

15. Preparation / Submission of Tender

- 15.1. The Bidder is allowed to bid for either of the Options 1 and 2 but not both. The Bidder is not allowed to bid for only a part of the services for either of the options or to submit multiple bids for the same lot under Option-2.
- 15.2. The Bidder is allowed to visit the site/Metrobus Tuck shops and conduct a due diligence before submitting the tender
- 15.3. 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.
- 15.4. 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.
- 15.5. Further required information is listed below, as a supplement to other requirements listed in the document:
 - 15.5.1. list of bidder's major clientele;
 - 15.5.2. details related to relevant experience in the business with all supporting documents and documented proof;
 - 15.5.3. complete details of the business operations being carried out by the Bidder with all supporting documents and documented proofs
 - 15.5.4. valid GST and NTN
 - 15.5.5. SECP registration Certificate
 - 15.5.6. detailed supply chain management plan
 - 15.5.7. detailed quality assurance plan including methodology
- 15.6. The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 15.7. The Technical Proposal shall contain the following, without quoting the price:
 - 15.7.1. Technical Proposal Submission Form
 - 15.7.2. Technical Evaluation
 - 15.7.3. Financial Capacity of the Bidder
 - 15.7.4. Power of Attorney
 - 15.7.5. Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted)
 - 15.7.6. Affidavit
 - 15.7.7. Tender Security Form: For either one of the options (Option-1 and Option-2) or both.
 - 15.7.8. Covering letter duly signed and stamped by authorized representative.
 - 15.7.9. Evidence of eligibility of the Bidder
 - 15.7.10. Evidence of conformity of the Services to the Tender Document
 - 15.7.11. Technical Brochures / Literature
 - 15.7.12. The statement signed by the authorized representative of the Bidder
 - 15.7.13. Valid Registration Certificate for Income Tax and Sales Tax
 - 15.7.14. Income Tax & Sales Tax Returns for the last three tax years

- 15.8. The Financial Proposal shall contain the following documents duly signed and stamped:
- 15.8.1. Financial Proposal Submission Form
 - 15.8.2. Financial Proposal
- 15.9. If choosing to bid for Option-1, the Bidder shall follow the instructions laid down as under:
- 15.9.1. The Bidder shall seal the Original Technical Proposal (Option-1) in an envelope duly marked as under:
 - Envelope No. 1A: Original Technical Proposal (Option-1) for
Tender Name. [Name of Tender]

 - [Name of the Owner]
[Address of the Owner]

 - [Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

 - 15.9.2. The Bidder shall seal the Duplicate Technical Proposal in an envelope duly marked as under:
 - Envelope No. – 1B: Duplicate Technical Proposal (Option-1) for
Tender Name. [Name of Tender]

 - [Name of the Owner]
[Address of the Owner]

 - [Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

 - 15.9.3. The Bidder shall seal the Original Financial Proposal (Option-1) in an envelope duly marked as under:
 - Envelope No. 2A: Original Financial Proposal (Option-1) for
Tender Name. [Name of Tender]

 - [Name of the Owner]
[Address of the Owner]

 - [Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

 - 15.9.4. The Bidder shall seal the Duplicate Financial Tender in an envelope duly marked as under:
 - Envelope No. – 2B: Duplicate Financial Proposal (Option-1) for
Tender Name. [Name of Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 15.9.5. The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal (Option-1) in an outer envelope, duly marking the envelope as under:

Envelope No. (1+2)A: Original Tender for

Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 15.9.6. The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal (Option-1) in an outer envelope, duly marking the envelope as under:

Envelope (1+2)B Duplicate Tender for

Tender Name. [Name of Tender]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Owner]

[Address of the Owner]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

- 15.10. If choosing to bid for Option-2, the Bidder shall follow the same process as mentioned in clause 15.9 as under:
- 15.10.1. For Option-2 the Bidder shall compile Envelopes 3A, 3B, 4A, 4B, (3+4)A, and (3+4)B.
- 15.11. As applicable, the Bidder shall again seal Envelope Nos. (1+2)A, (1+2)B, (3+4)A, (3+4)B in a single envelope titled "**Bid for Renting-Out of Tuck Shops at Metrobus Stations**".
- 15.12. For both Options-1 & 2, 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.
- 15.13. 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)
- 15.14. 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. Noncompliance with the same will cause the rejection of bid at the time of opening.

16. Tender Price

- 16.1. The quoted Annual Rent shall be:
- 16.1.1. best / final / fixed and valid until completion of all obligations under the Contract subject to annual increase of 10%;
- 16.1.2. in Pak Rupees (PKR);
- 16.1.3. exclusive of all taxes, duties, levies, insurance, freight, etc.
- 16.1.4. for vacant shops at identified Metrobus stations
- 16.2. If not specifically mentioned in the Tender(s), it shall be presumed that the quoted Annual Rent is as per the above requirements.

17. Tender Security

- 17.1. The Bidder shall furnish the tender Security as part of the Financial bid envelope, failing which will cause rejection of bid, as under:
- 17.1.1. In the form of Demand Draft or Pay Order, issued by a scheduled bank operating in Pakistan, in the name of the Owner
- 17.1.2. Under Option-1, a sum equivalent to 2.5% of the annual rent of all Tuck Shops
- 17.1.3. Under Option-2, a sum equivalent to the proposed rent for a LOT for a period of nine (9) months in Pak Rupees
- 17.2. The proceeds of the Tender Security shall be payable to the owner, on the occurrence of any of the following conditions:
- 17.2.1. If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
- 17.2.2. If the Bidder does not accept the corrections of his Total Tender Price; or
- 17.2.3. 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.

- 17.3. The Tender security shall be returned to the unsuccessful bidders following the financial bid opening procedure. Under Option-1 the tender security of the successful Bidder will be adjusted as Security Deposit against 3 months' rent; whereas in Option-2, the adjustment of the tender security is as follows:
- 17.3.1. 6 months' rent as rent paid in advance
 - 17.3.2. Security deposit against 3 months' rent.

18. Tender Validity

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. The Owner may solicit the Bidder's consent to 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.

19. Modification / Withdrawal of the Tender

- 19.1. 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.
- 19.2. 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.

20. Opening of the Tender

- 20.1. Tenders shall be opened, at 1500 hours on 18th February at the office of the Punjab Metrobus Authority (2nd Floor, Transport House, 11-A, Egerton Road, Lahore), in the presence of the Bidder(s), if available, for which they shall ensure their presence without further invitation.
- 20.2. The Bidder's name, modifications, withdrawal, security, attendance and such other details as the Owner may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 20.3. No Bidder or its representative shall be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

21. Clarification of the Tender by the Owner

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.

22. Determination of Responsiveness of the Bid (Tender)

- 22.1. 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:
- 22.1.1. meets the eligibility criteria for the Bidder;
 - 22.1.2. offers Annual Rent quotations in Pak Rupees for vacant Tuck shops subject to annual increase of 10%;
 - 22.1.3. is accompanied by the required Tender Security as part of financial bid envelope;
 - 22.1.4. conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 22.2. A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Owner's rights or the Bidder's obligations under the Contract.
- 22.3. 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.

23. Correction of errors

- 23.1. 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.
- 23.2. 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.

24. Rejection / Acceptance of the Tender

- 24.1. The PMA 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 the PMA's action, and without thereby incurring any liability to the Bidder and the decision of the PMA shall be final.
- 24.2. The Tender shall be rejected if any of the following occurs:
- 24.2.1. it is substantially non-responsive
 - 24.2.2. it is submitted in other than prescribed forms, documents / by other than specified mode
 - 24.2.3. it is incomplete, un-sealed, un-signed, hand written, partial, conditional, alternative, or late
 - 24.2.4. it is subjected to interlineations / cuttings / corrections / erasures / overwriting
 - 24.2.5. the Bidder submits more than one Tender for Option-1
 - 24.2.6. the Bidder submits more than one Tender for one LOT No in Option-2
 - 24.2.7. the Bidder refuses to accept the corrected Total Tender Price
 - 24.2.8. the Bidder has a conflict of interest with the owner
 - 24.2.9. the Bidder tries to influence the Tender evaluation / Contract award
 - 24.2.10. the Bidder engages in corrupt or fraudulent practices in competing for the Contract award

- 24.2.11. 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
- 24.2.12. the Bidder submits any financial conditions as part of its bid which are not in conformity with the tender document
- 24.2.13. the Bidder fails to submit the required bid security.

25. Acceptance Letter (Letter of Intent)

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 Rent Agreement.

26. Performance Security

- 26.1. The successful Bidder shall furnish Performance Security as under:
 - 26.1.1. within ten (10) working days of the receipt of the Acceptance Letter from the owner;
 - 26.1.2. in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;
 - 26.1.3. denominated in Pak Rupees;
 - 26.1.4. have a minimum validity period of one year from the date of award notification or until the date of expiry of yearly support period
 - 26.1.5. for Option-1 or Option-2, the successful Bidder shall submit a Bank Guarantee of 10% of the Annual Rent value 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.
- 26.2. The proceeds of the Performance Security shall be payable to the Owner on occurrence of any of the following conditions:
 - 26.2.1. If the Tenant commits a default under the Contract
 - 26.2.2. As adjustment against any amount imposed as a fine by the Owner for irregularities committed by the Tenant
 - 26.2.3. As adjustment against any outstanding payment decided by the Owner
 - 26.2.4. If the Tenant fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
 - 26.2.5. If the Tenant fails to fulfill any of the obligations under the Contract
 - 26.2.6. If the Tenant violates any of the terms and conditions of the Contract.
- 26.3. The Tenant shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Tenant.

27. Redressal of Grievances of the Bidders

- 27.1. 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 Rent Agreement.
- 27.2. Any Bidder feeling aggrieved by any act of the Owner after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report.
- 27.3. The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 27.4. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 27.5. 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: 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 a total space measuring approximately _____ sq ft at the Metrobus stations (more fully described in the attached schedule-A and 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 three (3) 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) and three months' rent as a security deposit upon the execution of this contract. 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.
3. The Tenant hereby covenants to take up on rent all Tuck shops at Metrobus stations in Lahore specified in Schedule - A.
4. 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.

5. 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
6. 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. The overdue rent, if any at this date, shall be paid by the Tenant accordingly.
7. 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.
5. 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. Price Schedule
 - g. Affidavit(s)
 - h. Performance Security
 - i. Service Level Agreement (SLA) , if required
 - j. Non-Disclosure Agreement (NDA), if required
 - k. Any Standard Clause acceptable for Owner
6. 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 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) working 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 Client, 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 accepted annual rent will be deposited in two equal semi-annual installments. The rent shall be charged from the date of execution of the contract and first semi-annual installment shall fall due on the same date. Thereafter, half-year installments for rent, to be paid in advance, shall be made in the last week of the preceding semi-annual period.
- 5.2 All payment of Rent/Tender security shall be vide Demand Draft / Pay Order drawn in favor of "The Punjab Metrobus Authority".
- 5.3 The Rent for vacant shops will be charged for even though not utilized/occupied.
- 5.4 The Rent shall increase annually by 10 % over the preceding years

6. Assignment / Subcontract

The Tenant will 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, 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 and Rent Security deposit shall be forfeited. The rent paid in advance for that particular semi-annual period will 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 wants to surrender (terminate) the contract he will be allowed to do so after giving 3 (three) months notice. However, security deposit (Cash & Bank Guarantee) of the Tenant will stand forfeited. Partial surrender or termination of license will not be accepted and termination will be considered for the full license.

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 Purchase Order by the Bidder or its subcontractor.
 - 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 Client 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 Purchase Order 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 Client 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 Client 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 by the concerned local, provincial and federal authorities in Pakistan.

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 Client, 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 FOR OPTION-1

Annexure-C1: Technical Proposal Submission Form

Technical Proposal Submission Form

[Location, Date]

To (Name and address of Owner)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/Tender Document dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to rent out all 58 tuck shops at the Metrobus Stations in Lahore.

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.

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

Annexure-C2: Technical Evaluation Criteria

- It is mandatory to score minimum 70% of total marks

Sr. No.	Criteria	Max. Marks	Comment/Description
1	Number of Tuck shops / bakery outlets being managed by the Bidder	20	up to 10 = 10 points 10 to 20 = 14 points 20 or more = 20 points
2	No. of years of experience in Tuck shop / bakery business	20	up to 10 years = 10 points 10 to 20 years = 14 points 20 to 30 years = 18 points 30 years or more = 20 points
3	Total number of personnel employed by the bidder	20	Less than 50 = 2 points 50 to 100 = 5 points 100 to 200 = 10 points 200 to 300 = 16 points 300 or more = 20 Points
4	Owned manufacturing facility for food/bakery items	10	Yes = 10 points
5	Certified to ISO's management system standards for: ISO 9000 'Quality Management' ISO 22000 'Food Safety Management'	10	None = 0 points Any one = 5 points Both = 10 points
5	Annual Turnover	10	Maximum value will get maximum marks Point assessment for other proposals = (B/N) x Maximum Marks <i>B = Bidder's value for Annual Turnover</i> <i>N = Maximum value quoted by a bidder</i>
6	Equity	20	Upto Rs. 100 Million = 5 points Rs. 150 Million to Rs. 200 Million = 10 Points More than Rs. 200 Million = 20 Points
TOTAL		110	Minimum Passing Marks = 70%

Annexure-C3: Technical Evaluation for Option-1

To be filled out by the bidder; and by all partners in case of a Joint Venture.

References and supporting documentation required as evidence for each:

Sr. No.	Criteria	Enter Value / Input
1	Number of Tuck shops / bakery outlets being managed by the Bidder	
2	No. of years of experience in Tuck shop / bakery business	
3	Total number of personnel employed by the bidder	
4	Owned manufacturing facility for food/bakery items	
5	Certified to ISO's management system standards for: ISO 9000 'Quality Management' ISO 22000 'Food Safety Management'	
5	Annual Turnover (Rs. in Mn.)	
6	Equity	

Annexure-C 4: Financial Capacity of the Bidder

- The following form requiring financial data shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Owner reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach balance sheets for the relevant years		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

- Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below:

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (Provide details below)

Litigation and Arbitration During Last three (3) Years		
Year	Matter in Dispute	Value of Award Against Bidder in PAK Rupees

Authorized Signatures with Official Seal

Annexure-C 5: 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.

Annexure-C 6: Format of Power-of-Attorney

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 Tuck 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:

Annexure-C 7: 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:

Annexure-C8: 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

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 located at the Metrobus Stations in Lahore against [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 Tenant shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Owner, in the form of a Bank Guarantee issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Owner, with an undertaking to renew the same 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 License 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 value, 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 Client 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. As adjustment against any outstanding payment decided by the Owner
4. If the Tenant fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Tenant fails to fulfill any of the obligations under the Contract
6. If the Tenant violates any of the terms and conditions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided that any demand(s) / claim(s) from the Client 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 _____

Annexure-C 10: 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 provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal for Option-1 is an Annual Rent of PKR (insert amount in words and figures)_. This amount is exclusive of any tax deduction or any other charges and is subject to an annual increase of 10% over the preceding year.

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, i.e. before the date indicated section 18 of this document.

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:

Annexure-C 11: Financial Proposal for Option-1

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

Sr. No.	Item	Annual Rent (Pakistani Rupees)
1	Financial bid for Renting-out of all 58 Tuck shops at Metrobus Stations excluding tax deduction, freight or any other charges	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, provided mandatory requirements are met.**

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for renting out of the Tuck shops at Metrobus Stations in Lahore, 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-C 12: Format for Covering Letter

To

(Name and address of Client)

Sub: _____.

Dear Sir,

1. 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 provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Owner.
3. We agree to abide by this proposal for the period of ____ days (as per requirement of the tender document) 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 the information furnished here in 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 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 pre-criteria indicated in your tender document.

Authorized Signatures with Official Seal, Name & Address

ANNEXURE - D
FORMS, LETTERS & FORMATS FOR OPTION-2

Annexure-D 2: Technical Evaluation Criteria for Option-2

- It is mandatory to score minimum 70% of total marks

Sr. No.	Criteria	Max. Marks	Comment / Description
1	Number of Tuck shops / bakery outlets being managed by the Bidder	20	up to 3 = 10 points 3 to 6 = 14 points 6 or more = 20 points
2	No. of years of experience in Tuck shop / bakery business	20	up to 3 years = 10 points 3 to 6 years = 14 points 6 to 10 years = 18 points 10 years or more = 20 points
3	Total number of personnel employed by the bidder	20	Less than 15 = 2 points 15 to 25 = 5 points 25 to 50 = 10 points 50 to 75 = 16 points 75 or more = 20 Points
4	Owned manufacturing facility for food/bakery items	10	Yes = 10 points
5	Annual Turnover	10	Maximum value will get maximum marks Point assessment for other proposals = $(B/N) \times \text{Maximum Marks}$ <i>B = Bidder's value for Annual Turnover</i> <i>N = Maximum value quoted by a bidder</i>
6	Equity	20	Upto Rs. 50 Million = 5 points Rs. 50 Million to Rs. 75 Million = 10 Points More than Rs. 75 Million = 20 Points
TOTAL		100	Minimum Passing Marks = 70%

Annexure-D 3: Technical Evaluation for Option-2

To be filled out by the bidder; and by all partners in case of a Joint Venture.

References and supporting documentation required as evidence for each:

Sr. No.	Criteria	Enter Value / Input
1	Number of Tuck shops / bakery outlets being managed by the Bidder	
2	No. of years of experience in Tuck shop / bakery business	
3	Total number of personnel employed by the bidder	
4	Owned manufacturing facility for food/bakery items	
5	Annual Turnover (Rs. in Mn.)	
6	Equity	

Annexure-D 4: Financial Capacity of the Bidder

- The following form requiring financial data shall be filled out by the Bidder; and by all partners in case of a Joint Venture and along with one summary form for all partners. The Owner reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.

Financial Information	Provide the required information for the previous three years. (Most recent to oldest). Also attach balance sheets for the relevant years		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

- Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below:

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (Provide details below)

Litigation and Arbitration During Last three (3) Years		
Year	Matter in Dispute	Value of Award Against Bidder in PAK Rupees

Authorized Signatures with Official Seal

Annexure-D 5: Instructions for preparation of Power of Attorney

- a)** To be executed by an authorized representative of the bidder.
- b)** 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.
- c)** 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.
- d)** 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.

Annexure-D 6: Format of Power of Attorney

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 Tuck 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:

Annexure-D 7: 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:

Annexure-D 8: 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

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 tuck shops under lot no.(s) _____ located at the Metrobus Stations in Lahore against [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 Tenant shall furnish Performance Security, within ten (10) working days of the receipt of the Acceptance Letter from the Owner, in the form of a Bank Guarantee issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Owner, with an undertaking to renew the same 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 License 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 Client 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. As adjustment against any outstanding payment decided by the Owner
4. If the Tenant fails to submit the bank guarantee for the next year one month before the expiry of already submitted bank guarantee
5. If the Tenant fails to fulfill any of the obligations under the Contract
6. If the Tenant violates any of the terms and conditions of the Contract.

Provided that the Client shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided that any demand(s) / claim(s) from the Client 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 _____

Annexure-D 10: 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 provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal for Option-2 is an Annual Rent of PKR (insert amount in words and figures)_. This amount is exclusive of any tax deduction or any other charges and is subject to an annual increase of 10% over the preceding year.

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, i.e. before the date indicated section 18 of this document.

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:

Annexure-D 11: Financial Proposal for Option-2

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

Sr. No.	Item	Annual Rent (Pakistani Rupees)
1	Financial bid for Renting-out of Lot No. _____ Tuck shops at Metrobus Stations excluding tax deduction, freight or any other charges	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, provided mandatory requirements are met.**

I/we confirm that I/we have read and understood the rules and regulations regarding the bidding process for renting out of the Tuck shops at Metrobus Stations in Lahore, 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 12: Format for Covering Letter

To

(Name and address of Client)

Sub: _____.

Dear Sir,

1. 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 provide the services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Owner.
3. We agree to abide by this proposal for the period of ____ days (as per requirement of the tender document) 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 the information furnished here in 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 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 pre-criteria indicated in your tender document.

Authorized Signatures with Official Seal, Name & Address

Annexure - E: 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 Owners 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 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.
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 Electronic Sub-meter shall be sealed the Owner and is not to be tempered by Tenant in any circumstances.

8. Load bearing appliances such/ Refrigerator/Fridge/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. Under Option-B, the Tenant shall not be permitted to use any standby Diesel Generator.
11. 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.
12. 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 in Diesel Prices.
13. The charges/deposits (such as advance energy charges, refundable consumption deposit etc.) will be decided by the Owner as the case may be.
14. The Tenant shall not draw power more than the 6,000 Watts.
15. 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
16. 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.
17. 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.
18. The Tenant shall indemnify the Owner against all proceedings, claims, demands, and must pay all costs, damages and expenses that the Owner may incur by reason of a fresh service connection given to the Tenant.
19. The Owner shall not be responsible for any interruption/diminution of supply.
20. 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.
21. The Electric supply shall not be extended/ sublet to any other premises.
22. The Tenant shall allow clear and unencumbered access to the meters for the purpose of meter reading, maintenance, inspection, checking, testing, etc.
23. The Owner shall be entitled to disconnect the service connection in the event of any default and/or non-compliance of statutory requirements
24. The applicant acknowledges and accepts that the relationship of the applicant with the Owner is not that of a consumer and a Tenant but that of a commercial arrangement where the applicant has rented premises of the Owner and the Electricity connection is being provided as a part of the above arrangement.

Annexure - F: Penalties

S. No	Description of Penalty	Penalty
1	Tempering / Damaging the Electricity sub-meter	[6 x (average of monthly Electricity Bills of the tempered meter since inception of operations)]+ cost of new meter
2	Staff of the Tenant found creating nuisance on duty	Rs. 20,000/- per occurrence
3	Dishonoring of drafts and Cheques given by Tenant	3% of the amount of dishonored cheque on each occurrence to be doubled on 2nd occurrence and cancellation of the Contract
4	Misbehavior with other service provider, the PMA staff or with passengers	Rs. 40,000/- per occurrence
5	Using extra space more than shops	Rs. 5,000 per sq. ft per day of encroachment
6	Not following instruction of PMA or not replying to letters sent by the PMA	Rs. 5,000 per day after 3 days of receipt of instructions / letter from PMA
7	Creating unhygienic conditions in stations & shops	25% of average monthly rent per shop per occurrence
8	Payment delayed by more than 10 days	Fine per day of delay in excess of 10 days = amount delayed x (A/B) x C A = 15% B = 365 C = days delayed beyond 10 days
9	Damage of PMA or Service provider infrastructure	Cost to remedy + average monthly rent for 3 shop
10	The Tenant changes the configuration of shops/shell without permission	Cost to remedy + average monthly rent for 3 shops
11	Sale of restricted items e.g. Cigarettes etc.	Rs. 50,000 per day per shop in violation
11	Any other violation	Upto 50% of average monthly rent for all 3 shops

The amount of penalties in one year shall be limited to 15 percent of the total annual rent for the shops under tenancy. The contract would stand terminated at risk and cost of the Tenant, including forfeiture of security deposits and advance payments, if the amounts of penalties in one year are more than 15 % of the annual rent value.