

Bidding Document

Lease of Advertisement Rights for CBD Quaid District Outdoor Advertisement Mediums



**PUNJAB CENTRAL BUSINESS DISTRICT
DEVELOPMENT AUTHORITY**

June, 2024

SECTION 1: INVITATION TO BID

Tender Notice Ref. No: PCBDDA/PRO/TENDER/2024/23

BIDDING DOCUMENTS FOR THE LEASE OF ADVERTISEMENT RIGHTS FOR CBD QUAID DISTRICT OUTDOOR ADVERTISEMENT MEDIUMS.

Sealed Bids for the provision of Lease of Advertisement Rights for CBD Quaid District Outdoor Advertisement Mediums are invited from Bidders i.e., reputed outdoor advertisement firms / companies registered with relevant authorities. The Bids shall be received as per **Single Stage Two Envelope Bidding Procedure**. Bidding Document, in the English language, can be purchased by the interested Bidders on the submission of Registration Form along with the required documents to the addressee below and upon payment of a non-refundable registration fees of Pak **Rs. 10,000/-** which shall be submitted in the form of Pay Order / CDR in favor of **“Punjab Central Business District Development Authority.”**

PCBDDA intends to hire a Service Provider to Secure the lease for CBD Quaid District Outdoor Advertisement Mediums from Punjab Central Business District Development Authority in order to optimize occupancy rates over a ten years period and to manage rental pricing and annual increments effectively.

Bids must be delivered to the addressee below on or before **June 21, 2024, at 1100 Hours**. All Bids must be accompanied by a Bid Security amounting to **PKR 2,000,000/-** in the form of CDR / Bank Guarantee / Demand Draft / Pay Order in favor of Punjab Central Business District Development Authority. Late Bids shall be rejected. The Bids will be opened on the same day at **1200 Hours** in the presence of the Bidders' representatives who may choose to be present at the address below. Interested eligible Bidders may obtain further information from Punjab Central Business District Development Authority at the address given below from *0900 to 1700 Hours on Working Days (Monday to Friday)*.

Bidding Document is immediately available after date of publication. *Punjab Central Business District Development Authority* will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding Document carrying all details can also be downloaded from *PCBDDA website cbdpunjab.gov.pk*.

**Note: Bidders already registered with PCBDDA for Outdoor Advertising Assets shall collect the bidding document from the office of Procurement Directorate. Registration & Tender Fees to be submitted by un-registered bidders only.*

**DIRECTOR PROCUREMENT
PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY
CBD Complex (Ex Walton Airport) Lt (Navy), Yasir Shaheed Road, Lahore
Contact No. 042-99058100, Email: procurement@cbdpunjab.gov.pk**

SECTION 2: INSTRUCTIONS TO BIDDERS

(Including Data Sheet)

INSTRUCTION TO BIDDERS

1. The Punjab Central Business District Development Authority (PCBDDA) invites Bids for the Build, lease, management & Operations of advertisement medium for minimum period of five (05) years, extendable up to 10 years after mutual consultation as described in Term of Reference (Section - 6).
2. As per Regulation 41 of PCBDDA Procurement Regulation, 2024, Single Stage – Two Envelope Bidding Procedure shall be followed wherein the bids are to be evaluated on technical & financial grounds. The said procedure is elaborated in the Bid Data Sheet.
3. The Lessee shall provide a security deposit/performance guarantee to the Lessor in the form of an unconditional, irrevocable bank guarantee issued by a scheduled bank in Pakistan within twenty-one (21) days after issuance of the Letter of Acceptance. The Security Deposit shall be equivalent to 10% of the annual rent or Rs. 50 million (whichever is higher) for the Demised Premises and shall be valid for an initial term of 05 years.
The Lessee shall ensure that this bank guarantee provided remains valid at least two (2) months after the expiry of the term of this Agreement.
4. The Lessee will sign an agreement with the Punjab Central Business District Development Authority on stamp paper, as per Stamp Act 1899, for acceptance of the above terms and conditions, within 15 days after the issuance of Letter of Acceptance / Work Order.
5. The Lessee must not be defaulter of any Government Department. In this connection, he must provide an affidavit for the purpose.
6. JV / Consortiums are not allowed to participate in the tender.

SPECIAL INSTRUCTIONS TO BIDDERS -BIDDING DATA

1	<p>Name of the Employer: Punjab Central Business District Development Authority Method of procurement: "Single Stage Two Envelope" as prescribed under PCBDDA Procurement Regulations, 2024.</p>
2	<p>Name of the Procurement / Services: Lease of Advertisement Rights for CBD Quaid District Outdoor Advertisement Mediums</p>
3	<p>The Employer's representative is: Punjab Central Business District Development Authority Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, procurement@cbdpunjab.gov.pk, 042-99058100</p>
4	<p>Proposal must remain valid for 90 days after the submission date.</p>
5	<p>Clarifications may be requested not later than 03 days before the submission date. Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, procurement@cbdpunjab.gov.pk, 042-99058100</p>
6	<p>Bid language: English</p>
7	<p>Bidders to quote the Bid Price: in Pak Rupees</p>
8	<p>Tender (Bidding) Documents must be obtained from the Punjab Central Business District Development Authority, Procurement Directorate, PCBDDA not later than the following date and time:</p> <p>On or before June 20, 2024, during office hours till 05:00 pm.</p> <p>The Tender (Bidding) Documents submission address is: Director Procurement, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore, Punjab Central Business District Development Authority</p>
9	<p>Tender (Bidding) Documents must be submitted not later than the following date and time:</p> <p>On or before Friday, June 21, 2024, till 11:00 am.</p>

10	<p>Amount of Bid Security: PKR 2,000,000/- The Bid Security amount shall be deposited by the interested bidder in the form of Bank Guarantee or CDR or Pay Order in favour of “Punjab Central Business District Development Authority”.</p>
11	<p>Venue, time and date of Technical Bid opening: - Conference Room, Punjab Central Business District Development Authority, CBD Punjab Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore</p> <p>On Friday, June 21, 2024, at 12:00 pm</p>
12	<p>Procedure of Single Stage Two Envelope Bidding Procedure:</p> <ul style="list-style-type: none"> • the bid shall be a single package consisting of two separate sealed envelopes, containing separately the financial and the technical proposals; • the envelopes shall be marked as “Financial Proposal” and “Technical Proposal”; • in the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the Lessor; • the Lessor shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements; • during the technical evaluation no amendments in the technical proposal shall be permitted; • after the evaluation and approval of the technical proposals, the Lessor shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period; • the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders.
13	<p>Period for furnishing and signing of contract agreement:</p> <p>The successful Bidder shall submit the contract agreement in the form provided in the Tender (Bidding) Documents, within 15 days of the issuing of Letter of Acceptance / Work Order.</p>
14	<p>Evaluation Criteria:</p> <p><u>Mandatory Criteria:</u></p> <ol style="list-style-type: none"> i. Original Bid Security with the proposal (PKR 2,000,000/-) ii. Registered with FBR for National Tax Number (NTN) iii. Registration with PRA

- iv. Bidder must have at 05 (Five) years of existence. The existence shall be calculated from the date of incorporation / registration of the bidder.
- v. Affidavit to the effect that:-
- Bidder is neither blacklisted from any government department nor is any litigation pending in this regard.
 - The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.
 - The provided information is correct.

Technical Evaluation Criteria:

Sr. No.	Evaluation Criteria	Allocated Marks
1	<p>Existence: The Advertiser having experience of 15 years shall be awarded full marks. Advertiser having existence less than 15 years shall be awarded marks on proportionate basis. Advertiser having existence less than 05 years shall be awarded zero "0" marks</p>	05
2	<p>Annual Turnover: Full Marks for Minimum Annual Turnover of PKR 50 million in the last completed financial year i.e., FY 2022-23. To be verified through Audited Financial Statement. Zero "0" for less than PKR 50 million annual turnover. To be verified through Audited Financial Statement</p>	05
3	<p>Assets: The Bidder must own 05 Outdoor Advertisement Assets in Pakistan like billboards, SMDs, Digital Streamers, Pylons etc. (Please provide proof of ownership) 05 Marks for each Asset</p>	15
4	<p>Execution Plan: The advertiser shall propose phase wise advertising assets, along with rollout plan and execution plan along with the expected benefits & revenues etc, throughout the CBD Quaid District. The plan shall be evaluated by the CBD Evaluation Team and the advertiser proposing the most workable & feasible plan shall be awarded the marks accordingly out of total of 75 marks. The calculation should be submitted as proposed SQF.</p>	75

Passing Marks = 65

Note: The Outdoor Advertisers are advised to visit the Project Area for better understanding and formulation of the Execution Plan. The POC for the visit is Mr. Fahad Afaq, Deputy Director Media, 0300-4463882.

	<p>* The firm not meeting the minimum passing marks of 65 shall be considered technically non-compliant. The financial bids of only technically compliant bidders shall be opened. The financial bids of technically non-compliant firms shall be returned unopened.</p>
15	<p>Payment Terms: The Advertiser shall pay the rental in advance on quarterly basis within 07 days at the start of each quarter. Failure to do so shall impose a daily penalty of 1% of the quarterly due rental.</p>
16	<p>Award Criteria: CBD intends to award all Public Properties at CBD Quaid District on lump sum basis to the advertiser offering the best phase wise roll out plan and financial proposal.</p>

For Reference Only

SECTION 3: FINANCIAL PROPOSAL

Financial Proposal – Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided herein:-

FIN-1 Financial Proposal Submission Form.

FIN-2 Standard Form – Requirements.

FIN-3 Summary of Costs.

For Reference Only

**FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer our Financial Bid (Price) regarding **“Lease of Advertisement Rights for CBD Quaid District Outdoor Advertisement Mediums”** in accordance with your Tender (Bidding Documents). Our attached Financial Proposal is for the sum of -----

-----[Insert amount(s) in words and figures¹]. This amount is exclusive of the applicable taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement execution.

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

We remain,

Yours sincerely,

Authorized Signature of Bidder [In full and initials]: _____

Name and Title of Signatory: _____

Name of Organization / Firm / Company: _____

Address: _____

**FORM FIN-2
STANDARD FORM – REQUIREMENTS**

Build, Lease, Management & Operations Services for CBD Quaid District Outdoor Advertisement
Mediums

1.	Name of Lessee / Company / Firm:	
2.	Name of Owner / Chief Executive / Managing Partner:	
3.	CNIC No of Owner / Chief Executive: (Also attach a copy of CNIC)	
4.	Registered Address of the Lessee / Company / Firm:	
5.	Contact Information: i. Land Line ii. Cell No: iii. Fax No: iv. Email No:	
6.	NTN No / GST No & Punjab Sales Tax No.: (Also attach a copy)	
7.	Authorized Representative / Focal Person: (Attach Authority Letter from Owner / Chief Executive / Managing Partner in favor of nominated Authorized Representative) <ul style="list-style-type: none"> • Name: • Designation: • CNIC No (attach copy): 	

FORM FIN-3 SUMMARY OF COSTS

LEASE OF ADVERTISEMENT RIGHTS FOR CBD QUAID DISTRICT OUTDOOR
ADVERTISEMENT MEDIUMS

<u>Sr. No.</u>	<u>Outdoor Medium as per the proposed plan</u>	<u>UOM</u>	<u>Total Sq. Ft. (A)</u>	<u>Per Sq. Ft. Rent Offered (B) (Monthly)</u>	<u>Total Rent C = A x B (Monthly)</u>
<u>1</u>	<u>For Example (Billboard, Digital Streamers, SMD's etc.)</u>	<u>Sq. Ft.</u>			
<u>2</u>	<u>For Example (Billboard, Digital Streamers, SMD's etc.)</u>	<u>Sq. Ft.</u>			
<u>3</u>	<u>For Example (Billboard, Digital Streamers, SMD's etc.)</u>	<u>Sq. Ft.</u>			
<u>Grand Total</u>					

Note:

- The advertiser shall propose phase wise advertising assets along with rollout and payment plan attached separately as an annexure.
- The Advertiser shall pay the rental in advance on quarterly basis within 07 days at the start of each quarter of the executed mediums.
- The Advertiser offering the highest rental against CBD Quaid District Properties shall be awarded the lease agreement.
- All taxes and fee etc., levied by Government, PHA, WCB etc., (if any) will be payable by the Lessee as per applicable rates. This will be over and above the rent of the each medium.

Authorized Signature & Stamp

SECTION 4: CONTRACT AGREEMENT

Advertisement Contract

This Advertisement Contract (“**the Contract**”) is made at _____ on this _____ day of _____, 2024 (“**Signing Date**”):

BETWEEN

Punjab Central Business District Development Authority, established under the Punjab Central Business District Development Authority Act, 2021 and having its offices at CBD Punjab Complex, Ex Walton Airport, Lt. (Navy) Yasir Shaheed Road, Lahore, through its duly authorized representative, Mr. [•], bearing CNIC No. [•], (“**the Authority**”, which expression, unless repugnant to the context shall mean and include its administrators, executors, successors and assigns-in-interests) of the FIRST PART;

AND

[•], having its registered office at [•], through its duly authorized representative, Mr. [•] bearing CNIC No. [•], (“**the Advertiser**”, which expression shall include, where the context so permits, his legal heirs, representatives, administrators, executors, and permitted assigns) of the SECOND PART.
(The Authority and the Advertiser are hereinafter referred to collectively as the Parties and individually as the Party.)

WHEREAS, the Authority desires to offer advertisement rights within CBD Quaid District as fully described in the layout plan in Schedule A of this Contract (hereinafter referred to as the “**CBD Quaid District**”);

AND WHEREAS, pursuant to the decision taken by the Authority to provide the advertisement rights, the Authority invited bids through advertisement dated [•];

AND WHEREAS, the Advertiser participated in the bidding process which was held on [•] and held itself out as possessing the requisite skill, knowledge, experience and resources

AND WHEREAS, the Advertiser, being the highest bidder at the bidding for the advertisement rights was declared the successful bidder by the Authority;

AND WHEREAS, the Authority, thereafter, issued a Letter of Acceptance (“**LOA**”) dated [•] to the Advertiser accepting the offer of the Advertiser and has agreed to give the advertisement rights for the price of PKR [•] (Pakistan Rupees [•] only), to be paid in accordance with the terms and conditions of this Contract.

NOW THEREFORE, THIS CONTRACT WITNESSETH and the Parties hereby confirm and declare as under:

1. **RECITALS, CONTRACT DOCUMENTS AND PRECEDENCE**

1.1. The Recitals hereof shall form an integral part of this Contract.

- 1.2. This Contract shall be read in consonance with, and not in derogation to, the terms of the Advertisement dated [•], the Letter of Acceptance dated [•], the Bidding Document, and clarifications issued by the Authority on the queries raised by the bidders (collectively referred to as “**the Bidding Documents**”); provided. However, that in the event of any inconsistency or conflict between the provisions of this Contract and the Bidding Documents, the terms of this Contract shall prevail.

2. EFFECTIVENESS AND TERM

- 2.1. This Contract shall come into effect from the effective date of the LOA (“**Effective Date**”) and shall remain in full force and effect for a period of five (05) years unless extended in writing with the consent of both parties for a period of five (05) additional years, or terminated earlier in accordance with the terms of this Contract.
- 2.2. A mobilization period of thirty (30) days from the Signing Date shall be allowed to the Advertiser for installation of advertisement mediums as per the instructions in Schedule B.

3. ADVERTISEMENT RIGHTS

- 3.1. The Authority hereby grants to the Advertiser, and the Advertiser accepts, a non-exclusive, non-transferable (except with the prior written consent of the Authority) right and lease (the “**Advertisement Rights**”) to install, manage, operate, maintain, and display advertisements within CBD Quaid District as per the terms and conditions of this Contract.
- 3.2. The Advertisement Rights shall commence on the Effective Date and shall continue for the entire term of this Contract, unless earlier terminated pursuant to this Contract.
- 3.3. The Advertisement Rights shall include but are not limited to the following:
- a. Erection and maintenance of advertisement structures and displays at designated locations within CBD Quaid District.
 - b. Display of advertisements on billboards, digital screens, banners, and any other approved advertising mediums by the Authority.
 - c. Use of the designated advertisement spaces for commercial advertising purposes as per the guidelines and policy provided by the Authority.
- 3.4. The Authority reserves the right to deny any approval request at its sole discretion. Such denial shall not constitute a breach of this Contract, and the Advertiser shall not be entitled to any compensation or damages as a result of such denial. Such requests may include, but are not limited to:
- a. Advertisements that conflict with public morals, decency, or cultural standards.
 - b. Advertisements that may pose a threat to public safety or order.

- c. Advertisements that violate any applicable laws, regulations, or guidelines.
 - d. Advertisements that may obstruct or interfere with traffic signals, road signs, or public pathways.
 - e. Advertisement structures that are deemed unsafe or do not meet structural standards.
- 3.5. The Authority may impose additional conditions or requirements for the approval of advertisement content and structures to ensure compliance with applicable laws, regulations, and aesthetic standards.
- 3.6. Subject to Clause 3.7 of this Contract, the Advertiser shall remove all of its advertisements from the advertisement mediums within [•] days of the termination or expiration of this Contract, or upon the written request of the Authority.
- 3.7. Upon the completion or earlier termination of this Contract, the Authority shall reserve the right to buy back the advertisement mediums installed by the Advertiser. The terms and conditions of the buy-back, including the price and the specific advertisement mediums to be purchased, shall be mutually agreed upon by both Parties in writing. The Advertiser shall provide the Authority with an inventory and condition report of the advertisement mediums at least (•) [•] months prior to the completion of the Contract for consideration of the buy-back option.

4. PAYMENT TERMS

- 4.1. The Advertiser shall pay the rental amount which amounts to [•] in advance on a quarterly basis (hereinafter referred to as “**Rent**”) as per Schedule C of the Contract. Each payment of the Rent shall be made within seven (07) days from the start of each quarter.
- 4.2. In the event that the Advertiser fails to pay the Rent within the specified seven (07) days, a penalty of one percent (1%) per day of the outstanding Rent shall be imposed. This penalty shall accrue daily until the full payment is received by the Authority.
- 4.3. The Rent quoted by the Advertiser shall be [exclusive] of all applicable taxes, including but not limited to sales tax, service tax, and any other levies imposed by the federal, provincial, local government, Cantonment or any other authority in whose jurisdiction the respective property is situated. The Advertiser is solely responsible for ensuring compliance with all tax obligations.
- 4.4. The Rent payable shall be increased every year at the rate of 10% of the preceeding year’s rent for all advertisement mediums. The new Rent payable shall be applicable from the beginning of each subsequent year throughout term of this Contract.

- 4.5. The Advertiser shall deposit the Rent through bank transfer, banker's cheque, or a pay order within the requisite time in the designated bank account of the Authority and provide proof of payment promptly upon making the payment which is as follows:

[•]

- 4.6. [An Advance] Rent for the first year of this Contract shall be made within seven (07) days from the issuance of the Letter of Acceptance (LOA) by the Authority. The Advertiser acknowledges and agrees that the timely payment of the first payable Rent is a condition precedent to the commencement of the Advertisement Rights granted under this Contract.
- 4.7. In addition to the daily penalty specified in Clause 4.2 above, the Authority reserves the right to take any actions in the event of persistent late payments, including but not limited to the termination of this Contract, revocation of the Advertisement Rights, and/or initiation of legal proceedings to recover the outstanding amounts along with accrued penalties under the applicable laws.

5. PERFORMANCE GUARANTEE

- 5.1. The Advertiser shall provide the Authority with a performance guarantee of PKR fifty million (PKR 50,000,000) or 10% of the total annual rent, whichever is higher, in the form of an unconditional, irrevocable bank guarantee issued by a scheduled bank in Pakistan within 21 days of the Effective Date.
- 5.2. The performance guarantee shall be valid for an initial term of ten (10) years from the date of submission and the Advertiser shall ensure that it remains valid for a minimum period extending two (2) months beyond the expiration of the term of this Contract.
- 5.3. The performance guarantee shall serve as security for the full and faithful performance of all the Advertiser's obligations under this Contract, including but not limited to payment obligations, maintenance responsibilities, and compliance with all terms and conditions provided herein.
- 5.4. In the event of the Advertiser's failure to comply with any terms and conditions of this Contract, the Authority shall have the right to encash the performance guarantee to cover any damages, losses, or expenses incurred as a result of such non-compliance. The Authority may encash the full amount or any part thereof without prior notice to the Advertiser.
- 5.5. The Advertiser shall maintain the performance guarantee in full force and effect throughout the term of this Contract and for the additional two-month period thereafter. The Advertiser shall renew or replace the guarantee as necessary to ensure its continuous validity.
- 5.6. If for any reason the bank guarantee ceases to be valid or the scheduled bank becomes insolvent or otherwise unable to honor the guarantee, the Advertiser shall, within ten (10)

days of such event, provide a new performance guarantee from another scheduled bank in Pakistan meeting the original requirements.

- 5.7. Upon the successful completion of all obligations under this Contract and the expiration of the additional two-month period, the Authority shall release the performance guarantee to the Advertiser, provided that there are no outstanding claims, disputes, or breaches related to the Advertiser's performance under this Contract.
- 5.8. The provision of the performance guarantee shall not limit the liability of the Advertiser under this Contract nor preclude the Authority from seeking any other legal or equitable remedies available for breaches or non-performance by the Advertiser .

6. MAINTENANCE AND UTILITIES

- 6.1. The responsibility for electricity consumption related to the advertisement structures and displays shall lie with the Advertiser. The Advertiser is required to timely settle all electricity bills and maintain accurate records of such payments. These records shall be available for inspection by the Authority upon request.
- 6.2. The Advertiser shall undertake routine maintenance of the advertisement mediums, including any improvements made thereto. The Advertiser shall ensure that the advertisement mediums are consistently kept in a neat, safe, and orderly condition. This includes, but is not limited to, the upkeep of advertisement structures, cleaning, and any necessary repairs to prevent hazards or deterioration.
- 6.3. Maintenance responsibilities include, but are not limited to, the cleaning, repair, and replacement of any damaged or deteriorated parts of the advertisement structures. The Advertiser must address any maintenance issues promptly to prevent any potential hazards or degradation of the advertisement mediums.
- 6.4. If the Authority identifies any maintenance deficiencies receives complaints regarding the condition of the advertisement mediums, the Advertiser shall rectify such deficiencies or complaints within [•] days
- 6.5. The Advertiser acknowledges and agrees that the maintenance obligations extend to any landscaping, lighting, or ancillary features associated with the advertisement structures. This includes ensuring that any greenery or lighting elements are well-maintained and operational.
- 6.6. The Advertiser shall be strictly prohibited from any form of encroachment beyond the designated advertisement areas. Any encroachment will be considered a breach of this Contract, and the Authority reserves the right to take appropriate action, including but not limited to the removal of encroaching structures and potential termination of this Contract.

7. ADVERTISING MATERIAL AND INTELLECTUAL PROPERTY

- 7.1. All advertising content, including but not limited to images, videos, designs, slogans, and written material, created by the Advertiser for use on the Authority's property shall remain the exclusive property of the Advertiser.
- 7.2. The Advertiser shall not use the Authority's trademarks, logos, names, or any other intellectual property of the Authority without obtaining prior written consent from the Authority. This includes, but is not limited to, usage in any advertisements, marketing materials, press releases, or any other public communications.
- 7.3. Any use of the Authority's trademarks or intellectual property by the Advertiser must adhere to the quality standards and guidelines provided by the Authority. The Authority reserves the right to inspect and approve any materials that include its intellectual property to ensure compliance with its standards
- 7.4. The Advertiser shall indemnify and hold the Authority harmless from any claims, damages, or expenses arising out of or related to any third-party claims of intellectual property infringement due to the Advertiser's advertising content.

8. COVENANTS

- 8.1. The Advertiser covenants to obtain prior written approval from the Authority regarding the height, location, design, and size of the advertisement mediums/assets before execution.
- 8.2. The Advertiser covenants to provide a Structure Stability Certificate from a Structural Engineer registered with the Pakistan Engineering Council upon completion of the structure, ensuring its safety and stability.
- 8.3. The Advertiser covenants that no unethical, obscene, banned, or religious content will be displayed on the advertisement mediums. The Advertiser further covenants to indemnify the Authority against any breach of this provision.
- 8.4. The Advertiser covenants to clear any obstruction to the view of the outdoor advertisement mediums caused by natural factors, at their own expense.
- 8.5. The Advertiser covenants to install all assets/mediums at their own risk and cost. The Advertiser further covenants to remove the same upon the successful completion of the Contract term, provided all dues and government taxes are cleared.
- 8.6. The Advertiser covenants to allow the Authority to display skins on the leased billboards for a minimum of five (5) days on National Days or during Nationwide Campaigns (e.g., 23rd March, 14th August, 6th September, 9th November, 25th December, Eid, etc.) without any monetary or time compensatory obligations on the Authority.

- 8.7. The Advertiser covenants to provide the Authority with one (1) slot of a minimum duration on Digital SMDs, Digital Streamers, and Billboards throughout the term of this Contract on a Free of Charge (FOC) basis. This slot will be used by the Authority for Public Service Messages and for the Authority's own promotions.
- 8.8. The Authority covenants to give exclusive ownership and possession of the outdoor mediums during and after the successful completion of this Contract, subject to the terms herein.
- 8.9. The Authority covenants not to interfere with the Advertiser's operations, provided that the Advertiser is in compliance with all terms and conditions of this Contract, and will support the Advertiser in achieving the objectives of the advertisement rights.
- 8.10. The Authority covenants to maintain transparent and open communication with the Advertiser, ensuring that any changes in policies, regulations, or operational guidelines are promptly communicated to the Advertiser.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. The Authority represents and warrants that it is a duly established and existing legal entity under the laws of Pakistan, with full authority to enter into and perform its obligations under this Contract.
- 9.2. The Authority represents and warrants that it has the full legal right, power, and authority to enter into and execute this Contract and to grant the Advertisement Rights to the Advertiser.
- 9.3. The Authority represents and warrants that it has the legal right and ownership of the property where the advertisement mediums will be installed and that such property is free from any encumbrances that would affect the Advertiser's rights under this Contract.
- 9.4. The Advertiser represents and warrants that it is a duly established and existing legal entity under the laws of Pakistan, with full authority to enter into and perform its obligations under this Contract.
- 9.5. The Advertiser represents and warrants that it has the full legal right, power, and authority to enter into and execute this Contract and to perform its obligations hereunder.
- 9.6. The Advertiser represents and warrants that the execution, delivery, and performance of this Contract do not and will not violate any applicable law, regulation, or any agreement to which the Advertiser is a party.
- 9.7. The Advertiser represents and warrants that it has the necessary financial resources and capability to fulfill its financial obligations under this Contract, including timely payments and any other applicable fees and taxes.

- 9.8. The Advertiser represents and warrants that it shall comply with all applicable laws, regulations, and ordinances in the performance of its obligations under this Contract.
- 9.9. The Advertiser represents and warrants that all content displayed on the advertisement mediums will comply with ethical standards and applicable laws, and will not include any unethical, obscene, banned, or religious content.
- 9.10. The Advertiser represents and warrants that all structures and advertisement mediums installed will be safe, stable, and in compliance with the standards set by the Pakistan Engineering Council, and that a Structure Stability Certificate will be provided upon completion.
- 9.11. The Advertiser represents and warrants that it has obtained and will maintain adequate insurance coverage for the advertisement mediums and related structures, protecting against risks such as damage, theft, and liability.

10. MONITORING AND INSPECTION

- 10.1. The Authority shall reserve the right to monitor and inspect all advertisement structures and sites at any time to ensure compliance with the terms and conditions of this Contract. Such inspections may be conducted without prior notice to the Advertiser.
- 10.2. The Advertiser shall fully cooperate with the Authority during inspections, providing unrestricted access to the advertisement sites and any necessary documentation or information requested by the Authority.
- 10.3. The Advertiser is required to submit periodic inspection reports to the Authority as stipulated by the Authority. These reports shall detail the condition of the advertisement structures, compliance with safety standards, and any maintenance activities undertaken.
- 10.4. The Authority reserves the right to revoke any permission, license, or contract awarded to the Advertiser if any advertisement is found to be non-compliant with the Contract, poses a threat to public safety, aesthetics, or the environment. Such revocation will be effective immediately upon notice to the Advertiser and may be accompanied by the removal of the non-compliant advertisement at the Advertiser's expense.
- 10.5. The Advertiser shall ensure that all advertisement structures and content comply with relevant laws, regulations, and guidelines set forth by local and national authorities. Non-compliance identified during inspections must be rectified within a period of [•] days.

11. LIABILITY AND INDEMNITY

- 11.1. The Advertiser agrees to indemnify, defend, and hold harmless the Authority, its officers, agents, and employees from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from any

negligent acts, errors, or omissions of the Advertiser, its agents, employees, or subcontractors in the performance of this Contract.

- 11.2. The indemnity obligations of the Advertiser shall include, but not be limited to, claims related to bodily injury, death, property damage, or any violation of local, state, or federal laws, regulations, or ordinances by the Advertiser in connection with the installation, maintenance, or operation of the advertisement structures.
- 11.3. The Authority shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with this Contract, including but not limited to loss of profits, revenue, or business opportunities, even if such damages were foreseeable or the Authority was advised of the possibility of such damages.
- 11.4. The Advertiser shall obtain and maintain, at its own expense, adequate insurance coverage for public liability, property damage, and any other risks associated with its operations under this Contract. The insurance policy shall name the Authority as an additional insured and provide coverage limits satisfactory to the Authority.
- 11.5. The Advertiser shall provide the Authority with proof of insurance coverage upon request and ensure that the insurance policies remain valid and in force throughout the term of this Contract. Failure to maintain adequate insurance coverage shall constitute a material breach of this Contract.

12. TERMINATION AND DEFAULT

- 12.1. The Authority may terminate this Contract for convenience, in whole or in part, at any time by providing [•] days' written notice to the Advertiser.
- 12.2. The Advertiser shall be deemed to be in default under this Contract upon the occurrence of any of the following events ("**Events of Default**"):
 - a. Failure to make timely payments of the Rent or any other amounts due under this Contract, including penalties and interest.
 - b. Breach of any material term, condition, or covenant of this Contract by the Advertiser.
 - c. Failure to maintain the advertisement structures and displays in accordance with the maintenance requirements set forth in this Contract.
 - d. Engaging in any illegal or unauthorized activities related to the use of the advertisement mediums.
 - e. Insolvency, bankruptcy, or liquidation of the Advertiser.

- 12.3. Upon the occurrence of any Event of Default, the Authority shall issue a written notice to the Advertiser specifying the nature of the default and, where applicable, providing a cure period within which the Advertiser may rectify the default. The length of the cure period shall be [•] (•) days.
- 12.4. If the Advertiser fails to cure the Event of Default within the specified cure period, or if the default is not curable, the Authority may terminate this Contract by issuing a written notice of termination to the Advertiser. Termination shall be effective immediately upon receipt of the notice.
- 12.5. Either Party may terminate this Contract immediately by providing written notice to the other Party if:
- a. The other Party commits a material breach of any provision of this Contract and fails to remedy such breach within [•] days after receiving written notice specifying the breach and demanding its remedy; or,
 - b. a Force Majeure Event subsists for a period longer than ninety (90) days and the Authority has reached a conclusion that such event can no longer be cured.
- 12.6. Any notice of termination under this Contract must be in writing and shall be effective upon receipt by the other Party at the address specified in this Contract.
- 12.7. The provisions of this Contract that by their nature extend beyond the termination of this Contract shall survive termination, including indemnification, insurance, and dispute resolution.
- 12.8. Upon termination of this Contract, the Advertiser shall:
- a. Cease all advertising activities and remove all advertisements from the advertisement mediums within [•] (•) days of termination subject to Clause 3.7 of this Contract.
 - b. Settle any outstanding payments, including, penalties, interest, and any other amounts due to the Authority.
- 12.9. Termination of this Contract shall not relieve the Advertiser of any obligations or liabilities that accrued prior to the termination date. The Authority reserves the right to pursue or opt legal or equitable remedies to recover any damages, losses, or costs incurred as a result of the Advertiser's default or breach.
- 12.10. The Authority's election to terminate the Contract shall not prejudice any other rights of the Authority, under the Contract or otherwise available to it under the applicable laws.
- 12.11. In the event of termination due to default, the Authority may, at its sole discretion, seek an alternative/substitute advertiser to take over the advertisement rights for the remainder of the Contract term. The Advertiser shall cooperate with the Authority in facilitating a smooth transition to the new advertiser.

13. FORCE MAJEURE

- 13.1. A Force Majeure Event shall mean any event or circumstance or combination of events or circumstances that is beyond the reasonable control of a Party and that on or after the date of this Contract materially and adversely affects the performance by such affected Party of its obligations under or pursuant to this Contract; provided, however, that such event or circumstance or combination of events or circumstances shall not constitute a Force Majeure Event hereunder to the extent that it or such material and adverse effect could have been prevented, overcome or remedied in whole or in part by the affected Party through the exercise of diligence and reasonable care. Without limiting the generality of the foregoing, Force Majeure Events shall include each of the following events and circumstances:
- i. Acts of God, including but not limited to cyclones, epidemics, landslides, earthquakes, floods, washouts, war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act or campaign of terrorism, kidnapping or sabotage, explosions;
 - ii. radioactive contamination or ionizing radiation originating from a source in Pakistan or resulting from another Force Majeure Event;
 - iii. any strikes, lockouts or other industrial disturbances, works to rule or go-slows that are widespread or nationwide. It being understood that the settlement of strikes or lockouts shall be entirely within the discretion of the Party affected therefrom and that the above requirement that any Force Majeure Event shall be remedied with all reasonable efforts shall not, except under the law or legal process, require the settlement of strikes or lockouts by acceding to the demands of opposing parties when such course is inadvisable in the discretion of the party affected therefrom;
 - iv. uncontrollable events including, earthquake, tsunami, drought, flood, torrential rain, storm, cyclone, typhoon, or tornado, fire, explosion, or chemical contamination, epidemic or plague; or
 - v. executive acts, legislative acts or judicial acts that make it impossible or materially impractical to carry out the obligations under this Contract.
- 13.2. If a Force Majeure Event occurs, and either Party is rendered unable, wholly or in part to carry out its obligations under this Contract, the affected party shall give notice containing full particulars of such Force Majeure Event in writing to the other Party as soon as possible but not later than fifteen (15) days of occurrence of such Force Majeure Event. Upon the issuance of a notice, the obligations of the party giving such notice shall insofar as they are affected by such Force Majeure Event, be suspended.
- 13.3. The affected party shall use all reasonable efforts to mitigate the effects of and overcome the Force Majeure Event.

14. NOTICES

- 14.1. All notices or other communications to be given under this Contract shall be made in writing and shall either be delivered by hand or recognized courier (unless otherwise stated) or sent through email and shall be deemed to be duly given or made when delivered (in the case of personal delivery or courier delivery) or immediately upon being sent through email provided that a hard copy of such notice or communication is forthwith sent by a recognized courier company to such Party at its address specified against its name above, or at such other address as such Party may specify for such purpose to the other by notice in writing.

15. CONFIDENTIALITY

- 15.1. During the term of this Contract and thereafter, both Parties agree to treat as confidential all information disclosed by one Party (“**Disclosing Party**”) to the other Party (“**Receiving Party**”) that is marked as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.
- 15.2. The Receiving Party shall use the confidential information solely for the purpose of fulfilling its obligations under this Contract and shall not disclose such confidential information to any third party without the prior written consent of the Disclosing Party, except to the extent necessary for the performance of this Contract or as required by law.
- 15.3. The Receiving Party shall take reasonable measures to protect the confidentiality of the confidential information and to prevent unauthorized use or disclosure thereof.
- 15.4. The obligations of confidentiality shall not apply to information that:
- a) is or becomes publicly known through no breach of this Contract by the Receiving Party;
 - b) is rightfully received by the Receiving Party from a third party without breach of any obligation of confidentiality;
 - c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s confidential information; or
 - d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.

16. NO ASSIGNMENT

- 16.1. The Advertiser shall not assign the whole or any part of this Contract or any benefit or interest in or under the contract without obtaining the written consent of the Authority

17. WAIVER

- 17.1. No failure or delay by a Party in exercising any power, remedy, discretion, authority or other rights under this Contract shall waive or impair that or any other right of the relevant Party. No single or partial exercise of any right shall preclude its additional or future exercise. No such waiver shall waive any other right under this Contract. All waivers or consents given under this Contract shall only be in writing.

18. NO AMENDMENT

- 18.1. The Parties agree that this Contract or any part thereof shall not be amended unless made in writing with the mutual consent of both Parties.

19. GOVERNING LAW AND JURISDICTION

- 19.1. Governing Law: This Contract and all matters relating thereto shall be governed and construed in accordance with the laws of Islamic Republic of Pakistan.
- 19.2. Resolution of Dispute: In the event that a dispute arises between the Parties, representatives of each of the Parties having full authority to settle the dispute shall attempt in good faith to settle such Dispute by mutual discussions within a period of sixty (60) days after the date that the disputing Party gives written notice of the Dispute to the other Party.
- 19.3. Dispute Resolution: In the event any difference or dispute arising out of or in connection with the Contract between the Parties cannot be amicably resolved, the same shall be referred to arbitration which shall be conducted in accordance with Arbitration Act, 1940 as amended from time to time and/or any modification or statutory reenactment thereof. The arbitration shall be conducted by a sole arbitrator appointed by the Authority. The seat of arbitration shall be Lahore and the language of arbitration shall be in English. Each Party shall individually bear the expenses of such Arbitration unless otherwise awarded by the Arbitrator. The decision/award announced pursuant to such Arbitration shall be conclusive and binding upon the Parties.

20. SEVERABILITY

- 20.1. If any provision of this Contract is invalid or unenforceable or prohibited by law, it shall be treated for all purposes as severed from this Contract and ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof, which shall continue to be valid and binding. The Parties further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

21. NO PARTNERSHIP

21.1. Nothing contained in this Contract shall form a partnership between the Parties, nor shall anything contained in this Contract constitute any of the Parties the agent of the others and none of the Parties shall hold itself out as being a partner or agent of the other.

22. COUNTERPARTS

22.1. This Contract may be signed in two counterparts and each counterpart taken together shall form one and the same instrument.

IN WITNESS WHEREOF this Contract has been executed by the Parties hereto, is intended to be, and is hereby delivered on the date first above written.

<p>For and on behalf of Punjab Central Business District Development Authority,</p> <p>Name: _____ Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____ Address: _____ CNIC: _____</p> <p>2- Name: _____ Address: _____ CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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<p>For and on behalf of [•],</p> <p>Name: _____ Designation: _____</p> <p>WITNESSES</p> <p>1- Name: _____ Address: _____ CNIC: _____</p> <p>2- Name: _____ Address: _____ CNIC: _____</p>	<p><u>Signatures</u></p> <p>.....</p> <p><u>Signatures</u></p> <p>.....</p> <p>.....</p>
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SCHEDULE A

[insert exact location and area of Quaid District and possibly the designated advertisement spaces]

For Reference Only

SCHEDULE B

[insert dimensions, size, etc. of the advertising mediums]

For Reference Only

SCHEDULE C
[Payment Schedule]

For Reference Only

SECTION 5:FORM OF BANK GUARANTEE

Bank Guarantee

[On stamp paper]

BANK GUARANTEE NO.:
ISSUE DATE:
EXPIRY DATE:
AMOUNT:
CONSUMER NO.:

To:

[PCBDDA]

Guarantee no. ... for the amount up to PKR [...] (in words: **[amount in words] Pakistan Rupees**)

Bank Guarantee

Dear Sir or Madam,

We have been informed that **[Date] [Insert Details of Lessee]** (the “**Lessee**”) and **Punjab Central Business District Development Authority** (the “**Lessor**”) entered into a Lease Agreement regarding the Build, Lease, Management & Operations Services for Route 47 Outdoor Advertisement Mediums (the “**Agreement**”).

Under the terms of the Agreement, the Lessee is required to provide the Lessor with an unconditional, on-demand, and irrevocable guarantee upon first demand made by the Lessor.

At the request of the Lessee, we, **[Guarantor]**, hereby issue this guarantee and irrevocably and unconditionally undertake to pay, as primary obligor and not merely as surety, an amount up to a maximum of **PKR [...]** (in words: **[amount in words]**) immediately upon receipt of first written demand by the Lessor in writing, stating that the Lessee has not fulfilled its obligations under the Agreement. The Lessor may make multiple drawings under this guarantee. The Guarantor shall make the payments to such party and/or such bank account as stated in the demand.

The Lessor is not required to first claim payment from, to proceed against or to enforce any claims or security granted by the Lessee or any other person before demand is made hereunder.

This guarantee constitutes an independent obligation of us, **[Guarantor]**, to make payment to the Lessor in accordance with the terms hereof regardless of the genuineness, validity, illegality or enforceability of the obligations under the Agreement or any other agreement, security granted or instruments referred to therein, any substitution, release or exchange of any other guarantee or security for any of the obligations of the Lessee, any amendments made to the Agreement or time

or release granted thereunder and irrespective of all objections, exceptions or defences raised by the Lessee or any third party.

Any payment under this guarantee shall be made in immediately available funds, without set-off or counterclaim, and free and clear of any deduction on account of any liability whatsoever including, without limitation, any present or future taxes, duties, charges, fees, or withholdings of any nature whatsoever and by whomsoever imposed.

The original form of this guarantee document shall be returned to us after settlement of all claims under this guarantee.

This guarantee is governed by and construed in accordance with Pakistani law. The Pakistani courts shall have exclusive jurisdiction with respect to this guarantee.

THIS GUARANTEE IS EXECUTED AND DELIVERED AS A DEED.

Yours sincerely,

[*Guarantor*]

For Reference Only

SECTION 6: TERMS OF REFERENCES (TOR's)

The Lessee will have to build, lease, maintain & operate Outdoor Advertisement Mediums location at CBD Quaid District, CBD Punjab, Lahore.

1. GENERAL

- 1.1. Lessee has to obtain approval from Lessor for the height, location, design and size of medium/assets before execution.
- 1.2. After the completion of structure, Lessee has to provide Structure Stability Certificate from Structural Engineer registered with Pakistan Engineering Council.
- 1.3. Lessee to indemnify no unethical / obscene / banned or religious content will be displayed on the mediums.
- 1.4. Any obstruction to the view of the outdoor advertisement mediums due to any natural cause will be cleared by Lessee.
- 1.5. The Lessee shall hold and be the exclusive owner in possession of the Outdoor Mediums during and after the successful completion of the Agreement.
- 1.6. The Lessee will install all assets / medium at his own risk and cost and will be allowed to remove the same on successful completion of the term of the Agreement subject to clearance of all dues and Government taxes.
- 1.7. The PCBDDA will display skin on licensed billboard for a minimum 5 x days on National Days/ Nationwide Campaigns (23rd March 14th Aug 6th Sept., 9th Nov, 25th Dec and Eid, etc;), as and when required, with no monetary or time compensatory obligations on PCBDDA.
- 1.8. On Digital SMDs / Digital Streamers / Billboards, PCBDDA will own 1 x slot of minimum during complete agreement period on FOC basis. PCBDDA can use this slot for Public Service Messages and for PCBDDA's own Promotion.

2. DURATION

- 2.1. Duration of the lease shall be for five (05) years extendable up to 10 years, commencing from signing of agreement, and shall continue in full force and effect subject to the terms and conditions of Agreement. A mobilization period of thirty(30) days from the signing of Agreement will be allowed to the Lessee for installation of Bill Board, SMD and Steamers etc. Atleast four (04) assets must be ready within the mobilization period
- 2.2. Rent will be increased every year at the rate of 10% for all mediums.

3. PAYMENT

- 3.1. The Lessee will pay the quarterly rent within 07 days of the start of each quarter.
- 3.2. The Lease Rent for 1st quarter of 1st year shall be paid within 7-days from the issuance of Letter of acceptance.

4. MAINTENANCE, UTILITIES AND TAXES

- 4.1. Electricity will be responsibility of the Lessee and The Lessee shall have to clear the bills well in time and also maintain record of such payments that can also be checked by the Lessor.
- 4.2. The Lessee shall be responsible for routine maintenance of the property and improvements and for ensuring that the property is kept in a neat, safe, and orderly condition.

- 4.3. All taxes and fee etc., levied by Government, PHA, WCB or PCBDDA etc., (if any) will be payable by the Lessee as per applicable rates. This will be over and above the rent of the each medium.
- 4.4. The Lessee will not be allowed for any kind of encroachment.

5. COMPENSATION OR DAMAGES

- 5.1. The Lessee shall provide, at its own expense or through an insurance cover from a reputable insurance company for compensation in accordance with laws of Pakistan, to pay any damage sustained by the person or property(s) or any improvements, whether occasioned by fire, windstorm, flood, or other hazard or casualty, or act of Nature.
- 5.2. The Lessee shall indemnify the Lessor from any loss of human lives, public/ private properties, claims, damages, proceeding, costs, charges or expenses whatsoever arising out of any act or omission of the Lessee.
- 5.3. All the prevented measures for the security of human lives & property during and after installation shall be ensured by the Lessee.

6. MONITORING & INSPECTION

- 6.1. The Authority reserves the right to monitor and inspect all advertisement structures and sites to ensure compliance with the Contract.
- 6.2. Advertisers must cooperate with the Authority during inspections, providing access and necessary documentation.
- 6.3. Advertiser(s) shall submit periodic inspection reports to the Authority as and when required by the Authority.
- 6.4. The Authority reserves the right to revoke any permission, license or contract awarded to an advertiser for any advertisement that does not comply with the Contract or otherwise poses a threat to public safety, aesthetics or the environment.

For Reference

MUST ATTACH:

- 1 x CNIC photocopy of the applicant (front and back)
- Proof of payment
- Duly Filled Application Form
- NTN certificate copy of Business Entity and for each Owner / Partner / Director
- Bank Draft / Pay Order for Registration Fee of an amount of Rs 10,000/- (Non-Refundable) in Favor of "*Punjab Central Business District Development Authority*".
- Proof of registration or any other relevant document issued or submitted to any other authority.

Signature _____ or thumb Impression _____

Name _____ Date _____

For Reference Only