

BIDDING DOCUMENT FOR RUDA
Government of the Punjab



**LEASE OF OOH ADVERTISEMENT RIGHTS IN ALL ZONES FALL
WITHIN THE JURISDICTION OF RUDA**

TENDER NO: RUDA-PRnCOM-25-1546

Ravi Urban Development Authority (RUDA)
151, Abu Bakar Block, Garden Town Lahore. Pakistan
TEL: +92-42-99333531-6
Web: <http://www.ruda.gov.pk>



DISCLAIMER

1. This bidding document has been prepared and is being floated under RUDA Procurement Regulations 2022 (Amended) for inviting bids for lease of OOH advertisement Rights in all Zones fall with the jurisdiction of Ravi Urban Development Authority (RUDA) and shall be exclusively used by all the prospective bidders only for the purpose as enumerated in the bidding document.
2. The bidding document information, evaluation, criteria and draft contract shall be used for selection of most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.
3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.
4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) qualified as responsive bidder nor shall be deemed to be awarded the contract. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.
5. RUDA in terms of Regulations 37 of RUDA Procurement Regulations 2022 (Amended) reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.
6. Mere submission of bids does not generate or create right of the bidders to selection.



Contents

1. INVITATION TO BIDDERS	5
2. INSTRUCTIONS TO BIDDERS	5
2.1. Scope.....	5
2.2. Eligibility Criteria.....	5
2.3. Operating Laws / Rules.....	5
2.4. Publication Mode	6
2.5. Bidding Procedure	6
1.1. Prebid Meeting and Opening of the Bid	6
1.2. Assurance / performance guarantee	6
BIDDING DOCUMENTS	7
1.3. Contents of Bidding Document.....	7
1.4. Clarification of Bidding Document.....	7
1.5. Amendment in Bidding Documents.....	7
BID PREPARATION	8
1.6. Language of Bid	8
1.7. Documents Comprising the Bid	8
1.8. Bid Currencies.....	8
1.9. Bid Validity	8
1.10. Format and Signing of Bid	8
1.11. Sealing and Marking of Bid	9
1.12. Deadline for Submission of Bids.....	9
1.13. Delayed Bid.....	9
1.14. Modification and Withdrawal of Bid.....	10
OPENING AND EVALUATION OF BIDS	10
1.15. Opening of Bid.....	10
1.16. Clarification of Bids.....	10
1.17. Determination of Responsiveness of Bid	10
1.18. Evaluation and Comparison of Bid.....	11
1.19. RUDA's Right to Accept or Reject the Bid	11
AWARD OF CONTRACT.....	11
1.20. Post-qualification and Award Criteria.....	11
1.21. Notification of Contract Award	12
1.22. Signing of Contract.....	12
1.23. Performance Security/Guarantee.....	12
1.24. Income Tax, General Sales Tax and Services Tax	12



1.25. Blacklisting	12
1.26. Forfeiture of Performance Security	13
1.27. Termination for Default.....	13
1.28. Force Majeure	13
1.29. Dispute Resolution.....	14
1.30. Statutes and Regulations	14
1.31. Taxes and Duties	14
1.32. Contract Cost.....	14
3. Technical Evaluation Criteria	15
FORM FIN-1.....	17
SECTION 5: CONTRACT AGREEMENT	20
LOCATION MAP AND AREA OF RUDA ZONES	34
SECTION 6: FORM OF BANK GUARANTEE	41
SECTION 7: TERMS OF REFERENCES (TOR's)	43



The bidders are expected to go through the bidding document and all instruction forms, terms, specification and chart / drawings and precisely comprehend it fully and furnish all information required by bidding documents along with supporting documents if any while submitting the bid. Failure to furnish the required information or documents shall make the bid non-responsive which may lead to its rejection.

In case of any quandary or clarification about the instructions / provisions hereinafter referred in the bidding document the procuring agency can be contacted for resolution of the issue, but all such clarification shall be entertained which are received one week prior to last date of bid submission.



1. INVITATION TO BIDDERS

Ravi Urban Development Authority (RUDA) invites sealed bids for Lease of OOH Advertisement Rights in All Zones that fall within the Jurisdiction of RUDA.

According to the contract duties outlined below in the bidding document, the successful bidder shall be obligated to deliver the desired Services to RUDA for a specific timeframe.

Bidding is open to all interested businesses that are registered with the Income Tax and Sales Tax Department and Punjab Revenue Authority.

2. INSTRUCTIONS TO BIDDERS

2.1. Scope

Ravi Urban Development Authority (RUDA), hereinafter referred to as “**the Procuring Agency,**” invites sealed bids for the lease of Out-Of-Home (OOH) Advertisement Rights in all zones within the jurisdiction of RUDA, hereinafter referred to as “**the Services.**” **The lease period is five (5) years, extendable after mutual consultation and as per contractual obligations specified in Section 7 (Terms of Reference).**

In the event of existing site already installed at respective site (s), the successful bidder shall have the right and be responsible to collect the Air Tax from respective firms/ person and deposit the Air Tax in RUDA Bank account in similar manner as quoted the price for new sites in respective Zones.

2.2. Eligibility Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- has a registered/incorporated company/firm in Pakistan.
- Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with sales tax, income tax Department & Punjab Revenue Authority and have sound financial strength can participate).
- has valid Registration of General Sales Tax (GST) / Punjab Services Tax (PST) & National Tax Number (NTN) and must be included in Active Taxpayer List.
- has submitted a bid for the complete scope of the work.
- has not been blacklisted and debarred by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory) for participation in bidding process.
- Conforms to the clause of “Responsiveness of Bid” provided here in this tender document.

2.3. Operating Laws / Rules

RUDA Procurement Regulations 2022 (Amended) shall be the Operative Law which shall be strictly followed and can be downloaded from RUDA website:

<https://ruda.gov.pk/legal-framework>



2.4. Publication Mode

RUDA website and Print media: As per Regulation 12, this tender is being placed online at RUDA's website as well as being advertised in print media.

The prospective bidders can download the Tender from RUDA's website (<http://www.ruda.gov.pk>).

2.5. Bidding Procedure

Single Stage – Single Envelope Bidding Procedure as stipulated under Regulation 41(1) (a) of RUDA Procurement Regulations 2022 (amended) shall be the operative procedure.

- (i) The bid shall be a single package containing separately the financial and the technical proposals.
- (ii) the envelopes shall be marked as “**Financial Proposal**” and “**Technical Proposal**”.
- (iii) In the first instance, the “**Technical Proposal**” shall be opened, and the envelope marked as “**Financial Proposal**” shall be retained unopened.
- (iv) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and all acceptance and rejections shall be on the basis of conformity of the proposal to the specified requirement already conveyed to the bidder.
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted.
- (vi) After the evaluation and determining the responsiveness of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids.
- (vii) The financial bids found technically non-responsive shall be returned unopened to the respective bidders.

1.1. Prebid Meeting and Opening of the Bid

a) Prebid Meeting

A pre-bid meeting will be held at the conference room of Ravi Urban Development Authority 151, Abu Bakar Block, New Garden Town, Lahore at **1100 hours on 20 March 2025**.

b) Submission and Opening of Bid:

The last date for submission of bid shall be **07 April 2025 by 11:00 AM**.

c) All bids submitted shall be opened after 30 minutes (**11:30 AM**) of the submission time on the submission date and venue.

NOTE:

- In case of an official holiday or any local holiday falling on the last submission date the next working day will automatically be the last date of submission and opening of the bid.

1.2. Assurance / performance guarantee

The successful bidder shall be required to submit performance guarantee amounting to **05%** of the contract value in the form of CDR/pay order/bank guarantee issued by any scheduled bank of Pakistan in favour of Ravi Urban Development Authority (RUDA).



BIDDING DOCUMENTS

1.3. Contents of Bidding Document

The required bidding procedures involved, and contract terms and conditions are prescribed in the bidding documents.

The bidder is required to examine all instructions, forms, terms and specifications stipulated in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in any respects may result in rejection of the bid.

1.4. Clarification of Bidding Document

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the RUDA designated officer in writing or by visiting at the following address:

DIRECTOR PROCUREMENT
RAVI URBAN DEVELOPMENT AUTHORITY
151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE
TEL: +92-42-99333531-6
E-mail: haroon.rauf@ruda.gov.pk

NOTE:

- All those requests for seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received at least **07 days** prior to the deadline for the submission of the bid shall be responded.

1.5. Amendment in Bidding Documents

- a) At any time prior to the deadline for submission of bid, RUDA, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, may modify the bidding document through amendment.
- b) The amendment made shall be part of the bidding document and shall be made available for information of all the prospective bidders in a timely and on equal opportunity basis in a manner similar to that of the original advertisement through addendum / corrigendum.
- c) To afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, RUDA may, at its discretion, extend the deadline for the submission of bid.



BID PREPARATION

1.6. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder if written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

1.7. Documents Comprising the Bid

The evaluation of bid submitted shall be inclusive of, but not limited to, the following documents:

a. Bid Form

b. Price Schedule

a. Bid Form

The bidder shall complete the bid form duly signed by the authorized personal along with the stamp of the bidder's organization and all the schedules provided in the bidding documents.

b. Price Schedule

Prices quoted by the bidder shall remain fixed and operative/valid until completion of the services and will not be subject to variation or modification on account of escalation or change in the taxes.

1.8. Bid Currencies

Prices shall be quoted in Pak Rupee (PKR).

1.9. Bid Validity

- a) The bid shall remain valid for **90 days** from the closing date of bid submission as stipulated in the bidding document.
- b) Notwithstanding above, RUDA may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing on either side in any communication medium. If the bidder agrees to the extension request, the validity of the bid security shall also be extended accordingly. The bidder may refuse the request, in that case forfeiture of bid security shall not be affected and the bidder will not be required or permitted to modify its bid.

1.10. Format and Signing of Bid

- a) The Bidder shall be required to submit duly filled and signed original bidding documents.
- b) Only prescribed bid form and schedule shall be used and not to be retyped. The original bid shall be signed by the bidder, or a person duly authorized to sign on



behalf of the bidder. Such authorization shall be supported by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signing the bid. The prices quoted in numbers shall also be given in words and in case of any dispute the prices quoted in words shall be preferred.

- c) The bid shall contain no interlineation, erases or overwriting except as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the bidder or authorized person signing the bid.

1.11. Sealing and Marking of Bid

- a) The bidder shall seal its Technical and Financial bid in a single envelope clearly and legibly marked as **Technical & Financial Bid**.
- b) Both (Technical / Financial) shall be sealed in another envelope clearly and legibly marked as bids for **“Lease of OOH Advertisement Rights in All Zones Fall Within Jurisdiction of Ravi Urban Development Authority (RUDA)”**.

**RAVI URBAN DEVELOPMENT AUTHORITY
151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE**

- c) The main envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case of delayed submission.
- d) Bids sent electronically shall not be entertained.

1.12. Deadline for Submission of Bids

- a) The original bid must be received by RUDA authorized officer / employee at the time specified above.
- b) RUDA may at its discretion extend the deadline for the submission of its bid by amending the bidding document in which case all rights and obligations of RUDA and bidders subject to previous deadline will thereafter be subject to the deadline as extended.

1.13. Delayed Bid

The bids received by RUDA after prescribed date and time shall be rejected forthwith and returned to bidder unopened however any bid received after the closing time but prior to opening of the bids shall to the entire discretion of the Procuring Officer will be accepted or rejected.



1.14. Modification and Withdrawal of Bid

- a) The bidder may modify or withdraw its bid after submission of the bid through a written notice for modification or withdrawal and the same is received by RUDA prior to the last date of submission of bid.
- b) No bidder shall be allowed to alter or modify the bid after the closing date for the submission of the bid.
- c) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in vogue at the time of issuance of notice for invitation of bid.

OPENING AND EVALUATION OF BIDS

1.15. Opening of Bid

- a) The bid shall be opened, on the same date 30 minutes after the bid submission closing time in the presence of bidders or their representatives who choose to be present at the time and date specified, in the office of RUDA at the address given. The bidders or their representatives present at the occasion shall be required to mark their attendance as evidence to bear witness to the bid proceedings.
- b) The bidders name shall be announced and technical and financial bids on the bid opening date shall be opened. RUDA at its convenience may announce the result of technical bid on the same day and only those financial bids shall be opened which qualify and emerge responsive technically. All financial bids of bidders which do not technically emerge responsive shall be returned unopened.
- c) The collective result of technical and financial responsiveness of the bids shall form the grading of the bidder as first lowest, second lowest etc.

1.16. Clarification of Bids

To assist in the examination, evaluation and comparison of bid, RUDA may at its discretion ask the bidder for clarification of its bid. All responses to such requests shall be in writing and no change in the price or substance of the bid shall be allowed.

1.17. Determination of Responsiveness of Bid

- 1) Prior to carrying out detailed evaluation and scrutiny of the bid, all bids shall be examined to determine the substantial responsiveness of the bid to the prerequisites mentioned in the bidding documents. A substantially responsive bid shall be the one which:
 - a. meets the specified eligibility criteria.
 - b. has been properly signed on the bid form.
 - c. is accompanied by the required securities and such securities are valid covering the required period.



- d. The technical specifications should meet the major technical criteria as specified in technical specifications / technical bid form of this document.
 - e. Fixed price i.e., the bid does not offer a scalable price quotation
 - f. is otherwise complete and generally in order.
 - g. Conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that:
 - i. Affects any substantial change in scope, quality or performance of the services or
 - ii. Limits in any substantial way, inconsistent with the requirement of the bidding document, the client rights or the bidder's obligation under the contract.
- 2) The bidder's responsiveness shall be based on the contents of the bids itself without recourse to extrinsic evidence.
 - 3) The bid determined as not substantially responsive shall be rejected by RUDA and shall not be allowed to be made responsive subsequently by the bidder by correction, modification or withdrawal of the nonconforming deviation or reservation.
 - 4) RUDA possesses the right to waive any minor infirmity / non-conformity / irregularity in the bid.

1.18. Evaluation and Comparison of Bid

RUDA will evaluate and compare the bids previously determined to be substantially responsive.

1.19. RUDA's Right to Accept or Reject the Bid

RUDA in terms of Regulation 37 of RUDA Procurement Regulations, 2022 (Amended) reserves the right to reject all the bids and annul the bidding process at any stage of bidding process prior to the award of the contract without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for such rejection.

AWARD OF CONTRACT

1.20. Post-qualification and Award Criteria

- a) RUDA will determine at its satisfaction whether the bidder has offered the services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the contract.
- b) An affirmative determination will be prerequisite for award of the contract to the bidder. Any negative determination will result in the rejection of the bidder's bid. RUDA will award the contract to the bidder if its bid has been determined to be substantively responsive to the bidding documents and consistent with the current market prevailing prices as determined by RUDA provided further the bidder is determined to be qualified to satisfactorily perform the contract.



1.21. Notification of Contract Award

- a) Prior to the expiration of the period of bid validity, RUDA will notify the bidder in writing by registered letter that its bid has been accepted. Such correspondence shall be termed as **LETTER OF ACCEPTANCE**.
- b) The notification of award of contract shall constitute the formation of contract until the contract has been affected.

1.22. Signing of Contract

- a) After the acceptance of performance security by RUDA, the successful bidder shall be sent a formal agreement format (already provided in the bid document) incorporating all the terms and conditions therein.
- b) Within 05 days of receipt of such formal agreement signing call, the bidder / service provider shall be required to sign the same and return it to RUDA.

1.23. Performance Security/Guarantee

Upon receipt of letter of acceptance (LOA) from RUDA, the successful bidder shall be required to deposit **5%** of the contract value as **performance security/guarantee** in the form of CDR/pay order / bank guarantee issued by any scheduled bank of Pakistan in favour of **Ravi Urban Development Authority**.

1.24. Income Tax, General Sales Tax and Services Tax

RUDA may carry out verification to confirm the veracity of declaration of the bidder of being registered with Income Tax, Sales Tax Departments and Punjab Revenue Authority or any other relevant registration document.

1.25. Blacklisting

- a) If the bidder fails / 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, RUDA may in terms of Regulation 21/23 of RUDA Procurement Regulations 2022 (Amended) at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector.
- b) If the bidder is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, RUDA may in terms of Regulation 21/23 of RUDA Procurement Regulations 2022 (Amended) at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector besides RUDA may simultaneously get a case register against the bidder under section 420,468,469 of PPC Act 1860.



1.26. Forfeiture of Performance Security

If the bidder fails / 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, RUDA may, without prejudice to any other right of action / remedy may forfeit Performance Security of the Bidder. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited, and the company will not be allowed to participate in future tenders as well.

1.27. Termination for Default

- a) If the contractor fails / 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, RUDA may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served upon the contractor with a copy to the Client, indicating the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the contractor. Provided that, if the procuring agency condition the termination with some timeline to remove the default, the termination shall automatically start activated without any notice on or after expiry of such timeline.
- b) If RUDA terminates the Contract for default, in whole or in part, RUDA may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the contractor shall be liable to RUDA for any excess costs for such similar Services / Works. However, the contractor shall continue performance of the Contract to the extent not terminated in case of part termination.
- c) If the contractor becomes bankrupt or otherwise insolvent, RUDA may, at any time, without prejudice to any other right of action / remedy may have, by written notice served upon the contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the contractor.
- d) RUDA may, at any time, by written notice served upon the contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the contractor.

1.28. Force Majeure

- a) The contractor shall not be liable for Liquidated Damages (LD), forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent its failure / delay in performance / discharge of obligations under the Contract whatever the status be, is the result of an event of Force Majeure.
- b) If a Force Majeure situation arises, the Bidder shall, by written notice served to RUDA, indicate such condition and the cause thereof. Unless otherwise directed by RUDA in writing, the contractor 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.



1.29. Dispute Resolution

RUDA and the bidder shall make every effort to amicably resolve, by direct informal negotiation, any dis-agreement or dispute arising between them under or in connection with the Contract. In case of failure, the decision of CEO RUDA shall be final and binding on both the parties.

1.30. Statutes and Regulations

- a) The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, 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 RUDA indemnified against all penalties and liability of any kind for breach of any of the same.
- c) Subject to Section 56(d) of Specific Relief Act 1877, 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.

1.31. Taxes and Duties

The Bidder shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on Income Tax / Sales Tax and Services Tax to the concerned authorities of Income Tax, Sales Tax Department, Punjab Revenue Authority Government of Pakistan and Government of the Punjab, whatever so applicable.

1.32. Contract Cost

The Bidder shall bear all costs / expenses associated with the preparation of the Contract and RUDA shall in no case be responsible / liable for those costs / expenses.



3. Technical Evaluation Criteria

RUDA invites sealed bids from technically/financially sound firms /organizations registered with sales tax, income tax departments and Punjab Revenue Authority having National Tax Number (NTN).

1. Legal (Mandatory)

- a. Valid Income Tax Registration *Registered for at least last three (03) years.
- b. Valid Sales Tax Registration (Status = Active with FBR)
- c. Single Undertaking covering following aspects:
 - i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
 - ii. In full compliance of the Execution Schedule and Delivery as per requirement.

EVALUATION OF PROPOSAL:

Sr. No.	Evaluation Criteria	Pass / Fail Criteria
1	Existence: The Bidder must have an equal or more than 05 years of existence within advertising / OOH industry. Bidder must provide valid documentary evidence to this effect. In case of non-submission of valid evidence Bidder shall be considered non-compliant / failed.	Must pass
2	Annual Turnover: The Bidder must have Minimum Average Annual Turnover of PKR 25 million for the last three years. The bidder must submit the Audited Financial Statement for last three years (FY 2021-22, 2022-23, 2023-24). In case of non-submission of Audited Financial Statement Bidder shall be consider non-compliant / failed.	Must pass

Passing Marks = Pass / Fail Criteria

Financial proposals of Technically passed (responsive) bidder shall be opened for comparison and evaluation. The Contract shall be awarded to lowest evaluated bidder.

Note: The interested firms are advised to visit the Project Area for better understanding and formulation of the Execution Plan. The POC for the visit is Mr. Bilal Shaheen, Assistant Director PR & Communications, 0321-4364753.

* The firm not meeting the minimum passing criteria 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.

Note

- The contract period will be **5 years** (extendable on mutual consent).
- Bidders must provide verifiable documentary proof for all the above requirements. A checklist for these requirements should be included in their bid.



4. 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.



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 OOH advertisement right in all zones fall within jurisdiction of RUDA.”** 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 / GST / PRA & 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) • Name: • Designation: • CNIC No (attach copy):	 ----- ----- -----



FORM FIN-3 SUMMARY OF COSTS

LEASE OF ADVERTISEMENT RIGHTS FOR RUDA ZONE'S OUTDOOR ADVERTISEMENT MEDIUMS

<u>Sr. No.</u>	<u>Description</u>	<u>UOM</u>	<u>Total Sq. Ft. = Total No. of boards x size of each board (A)</u>	<u>Per Sq. Ft. Rent Offered (B) (Monthly)</u>	<u>Total Rent C = A x B (Monthly)</u>
1.	Zone – 1 (Quaid-e-Azam Interchange Ring Road to Kala Shah Kaku Interchange Lahore Sialkot Motorway), approximately equivalent to 23 Km.	<u>Sq. Ft.</u>			
2.	Zone – 2 (Saggian Bypass to Jaranwala Round About), approximately equivalent to 6 Km.				
3.	Zone – 3 (Lahore Jaranwala Road), 16 Km Left side.				
4.	Zone – 4 (Thokar Niaz Baig to Faizpur interchange M2 Motorway), 14 Km.				
5.	Zone – 5 (M3 Lahore Multan Motor way up to Jaranwala Road), 9.5 Km.				

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 a monthly / quarterly basis within 07 days at the start of each month / quarter.
- The Advertiser offering the highest rental shall be awarded the lease agreement.
- All taxes and fee etc., levied by Government will be payable by the Lessee at its own cost as per applicable rates. This will be over and above the rent offered by the lessee.

Authorized Signature & Stamp



SECTION 5: CONTRACT AGREEMENT

Advertisement Contract

This Advertisement Contract (“**the Contract**”) is made at _____ on this _____ day of _____, 2025 (“**Signing Date**”):

BETWEEN

Ravi Urban Development Authority, established under the Ravi Urban Development Authority Act, 2020 (amended) and having its offices at 151 Abu-bakar Block, Garden Town, 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 lease out advertisement rights for RUDA all zones fall within the jurisdiction of RUDA as mentioned in the location Map **Attached** herewith.

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 evaluated responsive 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 Award (“**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 year and three months from the date of signing of the Contract agreement years unless extended in writing with the consent of both parties.
- 2.2. A mobilization period of ninety (90) 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 Lessee, and the Lessee 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 all ZONEs of RUDA 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. To negotiate and enter into an agreement with third party (s) (Private Landowner) to have the permission for Installation of advertisement structures at the property of third party (Private Landowner), where involved for the period mentioned in the Contract.
 - b. Display of advertisements on billboards, digital screens, banners, and any other advertising mediums as deem appropriate by the lessee.
 - 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 suspend / cease the right to advertise at the sole discretion of the Authority. 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.

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 month / quarter whichever is agreed by the Parties.
- 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 fixed for the lease period. In case of extension of lease period, the Authority shall impose the increase of 10% monthly rental fee. increased every year at the rate of 10% of the preceding year's rent for all advertisement mediums. The new Rent payable shall be applicable subject to the mutual agreement for extension of lease term beyond the date of expiry of original 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 (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/security of amount in PKR of **5%** of the total rent for lease period, in the form of an unconditional, irrevocable bank guarantee issued by a scheduled bank in Pakistan within 10 days after the date of issuance of Acceptance Letter.

5.2. The performance guarantee shall be valid for two months beyond the date of expiry of lease term.

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, and to incorporate any extension of lease period if agreed between the Parties.

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 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.
- 8.9. 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 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. 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.
- 9.8. 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.



- 9.9. The Advertiser represents and warrants that it has obtained and will maintain adequate third-party insurance to safeguard the property and lives of general public expose to likely threat of risk or damages arising out of the installation of advertisement structure.

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 Ravi Urban Development Authority,</p> <p>Name: _____</p> <p>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: _____</p> <p>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

LOCATION MAP AND AREA OF RUDA ZONES



Zone 1 overview

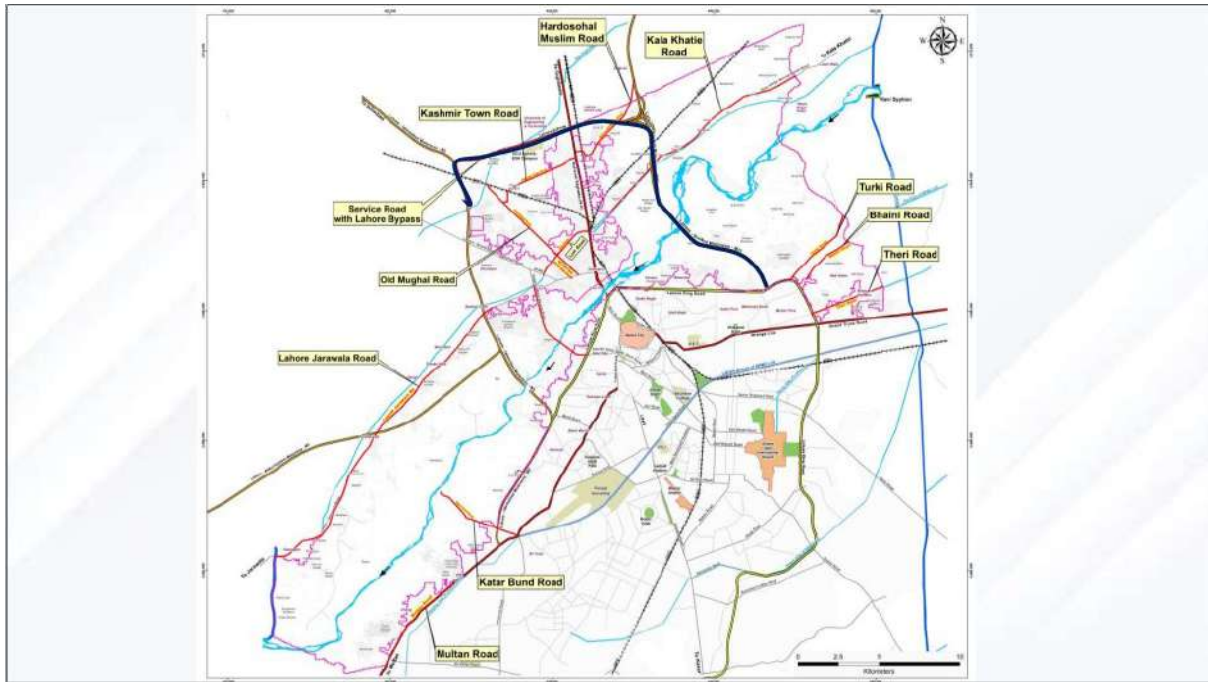
Location:

Zone 1 from Lahore Ring Road to Kala Shah Kaku.

Kala shah Kaku to Lahore Ring Road

Area: 20km one way

Importance: High-traffic areas for advertising.



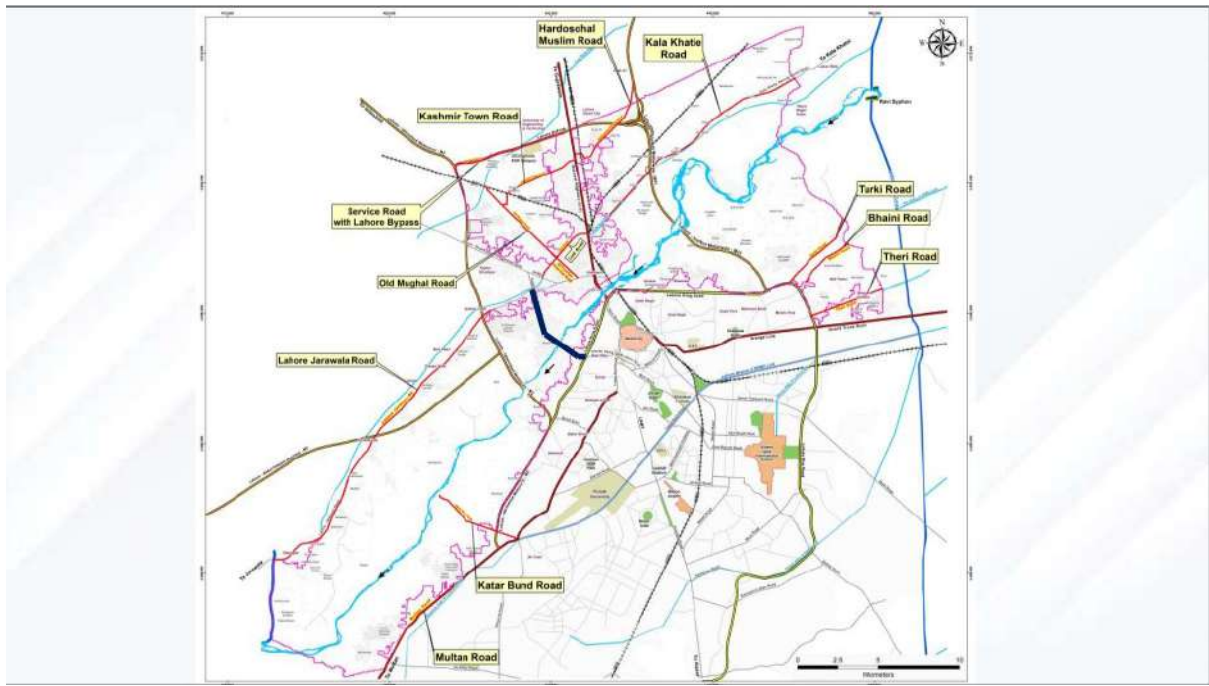


Zone 2 overview

Location: Zone 2 from Saggian bypass to Jaranwala road Roundabout.

Area : 6km one way

Importance: High-traffic areas for advertising.



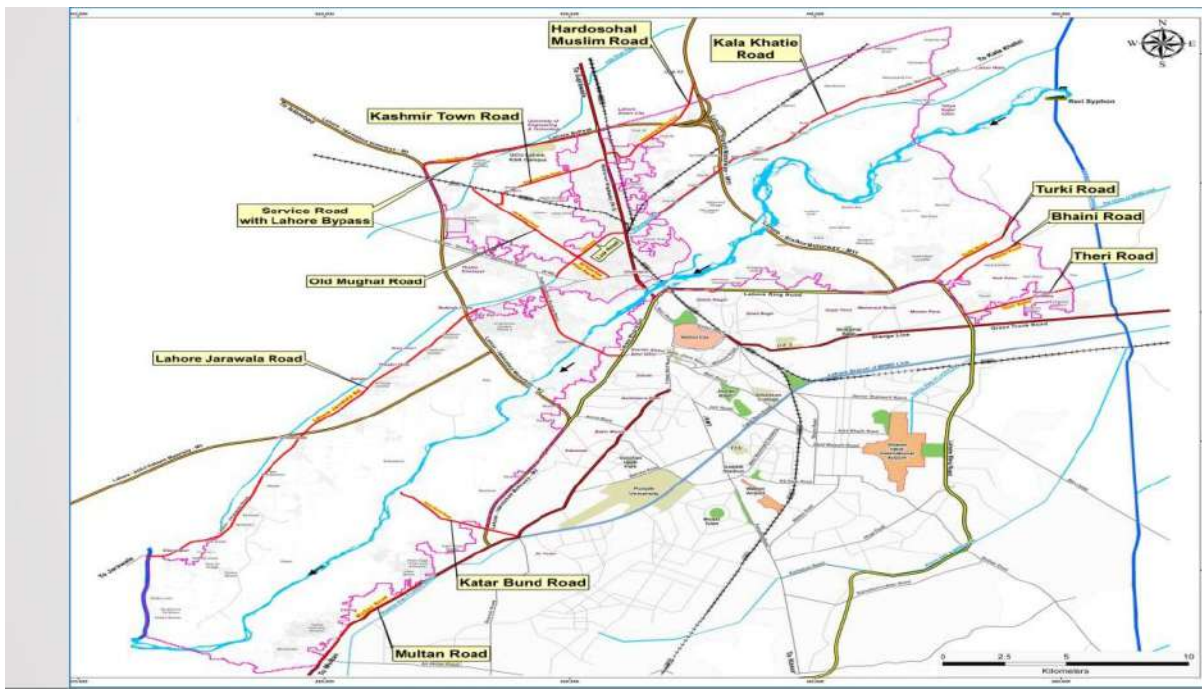


Zone 3 overview

Location: Zone 3 Lahore Jaranwala Road (Towards Jaranwala Left Side) .

Area: 16km

Importance: High-traffic areas for advertising.





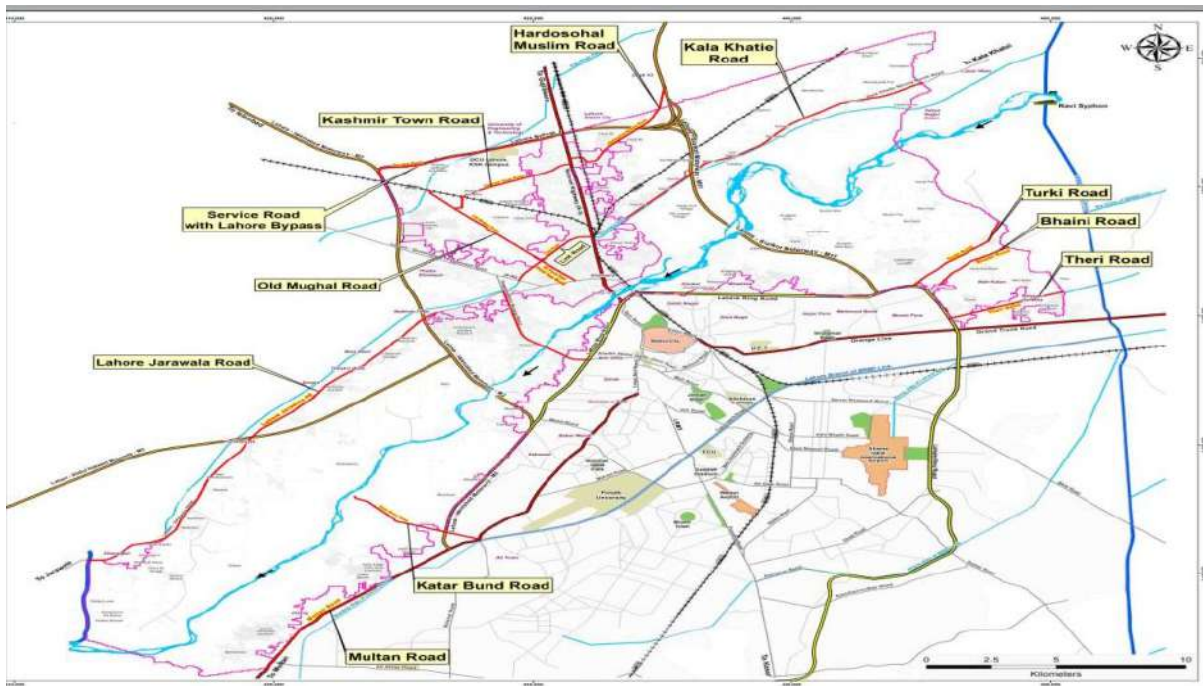
Zone 4 overview

Location: **Zone 4 – Thokar to Faizpur Interchange .**

Faizpur Interchange towards Thokar niaz baig

Area: 13.5 km

Importance: High-traffic areas for advertising.



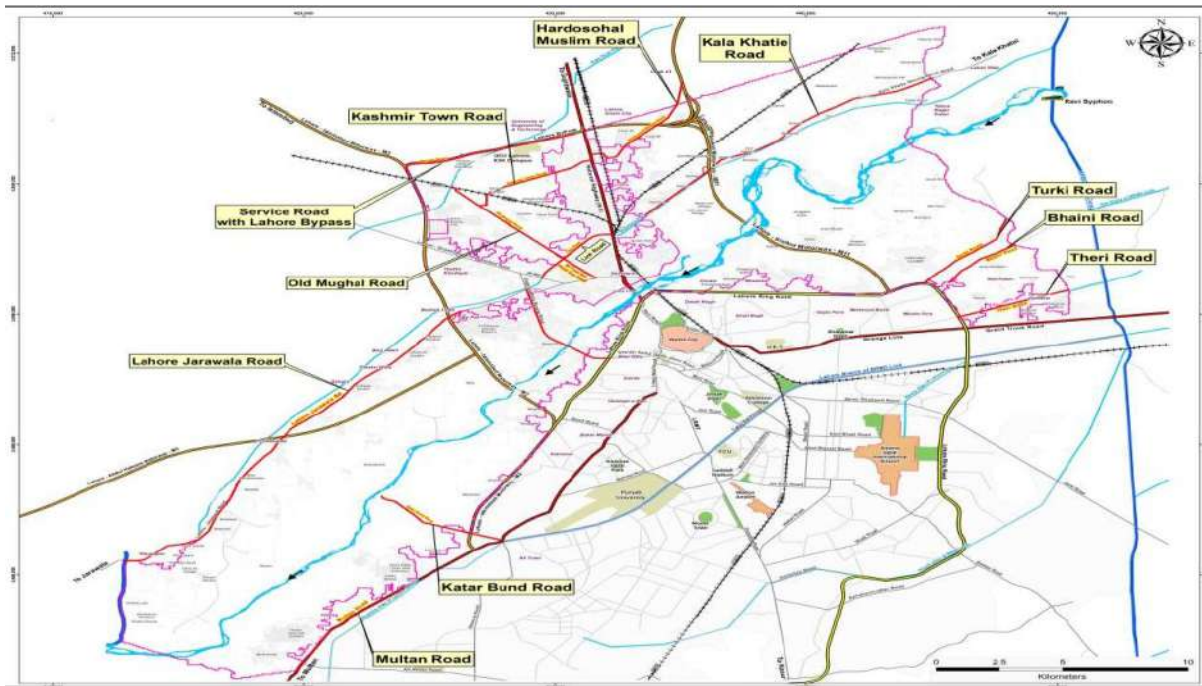


Zone 5 overview

Location: **Zone 5 – M3 Lahore Multan Motorway till Lahore jaranwala Road .**

Area : 9.2 km

Importance: High-traffic areas for advertising.





SCHEDULE B

[INSERT PROPOSED DIMENSIONS, SIZE, ETC. OF THE ADVERTISING MEDIUMS]



SCHEDULE C
[Payment Schedule]



SECTION 6: FORM OF BANK GUARANTEE

Bank Guarantee

[On stamp paper]

BANK GUARANTEE NO.:

ISSUE DATE:

EXPIRY DATE:

AMOUNT:

CONSUMER NO.:

To:

[Ravi Urban Development Authority (RUDA)]

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 **Ravi Urban Development Authority** (the "**Lessor**") entered into a Lease Agreement regarding the _____ (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*]



SECTION 7: TERMS OF REFERENCES (TOR's)

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 RUDA 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 RUDA.
- 1.8. On Digital SMDs / Digital Streamers / Billboards, RUDA will own 1 x slot of minimum during complete agreement period on FOC basis. RUDA can use this slot for Public Service Messages and for RUDA's own Promotion.
- 1.9. The Bidder should also be responsible for collecting fees from existing board owners in respective zones and deposit the fees in RUDA Bank account in similar as he quoted the price for new sites.

2. DURATION

- 2.1. Duration of the lease shall be for initial five (5) years extendable with mutual consent of the Parties, commencing from signing of agreement, and shall continue in full force and effect subject to the terms and conditions of Agreement. A Grace Period (mobilization period of ninety (90) days from the signing of Agreement will be allowed to the Lessee for installation of Billboard, SMD and Steamers etc.
- 2.2. In case of extension of lease period beyond the lease term prescribed in the Contract. An annual increase of 10% in the contract amount should be start after 2 years.

3. PAYMENT

- 3.1. The Lessee will pay the monthly / quarterly rent within 07 days of the start of each quarter.

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 RUDA 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.



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
- Proof of registration or any other relevant document issued or submitted to any other authority.

Signature: _____

Name: _____

Date: _____