



NATIONAL HIGHWAY AUTHORITY
Ministry of Communications Government
of Pakistan



BIDDING DOCUMENT FOR

**OPERATION, MANAGEMENT AND MAINTENANCE OF BUS BAYS WITH
PROVISION OF PUBLIC FACILITIES**

PABBI BAZAR CANOPIES
ON G.T ROAD N-5

YEAR 2022-2027



NATIONAL HIGHWAY AUTHORITY
(GM Maintenance KPK)
NHA Complex, Peshawar

To: **ALL INTERESTED BIDDERS**

Subject: **OPERATION, MANAGEMENT AND MAINTENANCE OF BUSBAYS WITH PROVISION OF PUBLIC FACILITIES**

Preamble

1. National Highway Authority (NHA) intends to offer Operations, Management and Maintenance (OM&M) Contracts of **80x Canopies** on National Highways to the private business entities for a period of **Five (05) years** through competitive bidding.
2. NHA's purpose is to develop and establish a program that meets the following objectives:
 - i. Efficient parking fee collection operations,
 - ii. Sound financial accounting of revenues and assets,
 - iii. Responsive, courteous customer (patron) service and
 - iv. Service in the best interests of the people of Pakistan and the National Highway Authority (NHA).

Using these objectives as guiding principles, the Operators are encouraged to provide services for parking fee collection operations, management and maintenance of the locations provided in this bidding document and advertised publicly.

3. The scope of services is not limited to the following points and may vary according to the conditions at relevant site:
 - Maintenance/Repair of 80x Canopies
 - Maintenance/ Repair /provision of parking sheds
 - Maintenance/ Repair /provision of proper sitting arrangements
 - Maintenance/ Repair /Construction of ladies and gents' toilets
 - Provision of drinking water facility
 - Maintenance/ Repair of comprehensive drainage system
 - Provision/ Repair/Maintenance of lighting system
 - Electrification/lightening of Street lights at Pabbi Bazar
4. The Operator shall establish all missing facilities as detailed at para 3 above on site at its own cost. Required construction works at the site will be undertaken as per the robust and aesthetically good looking layout, design/drawing (to be submitted by the operator) acceptable to the employer. Upon expiry of the Contract, the Operator shall handover all the established facilities to NHA without any claim to cost.
5. The **Operator shall operate and manage the permissible site of Bus Bay** and will pay advanced quarterly Net Guaranteed Revenue to NHA. The detailed brief in respect of the Conditions of Contract (CoCs), Scope

of Contract, Obligations and Covenants, Sample forms, etc. are given in this bidding document.

6. Bidders are hereby invited to submit their bid(s) for the subject Contract against the below-mentioned site(s) [Bus Bay(s)]. Your bid could form the basis for a Contract between you and the Employer i.e. National Highway Authority (NHA).

SR#	Name of Bus Bay	Location/KM
01	80x Canopies	1677-1678 (NBC/SBC) N-5, Pabbi Bazar

INSTRUCTIONS TO BIDDERS (ITB) (CLAUSES 1 TO 28)

1. General Conditions of Contract (GCCs): -

Bidding is open for all interested Bidder(s) with the following must meet criteria:

- a. An interested bidder must possess PEC license minimum O-5 category or above. Bidder must be an active tax payer (name of bidder must be reflected at ATPL of FBR).
- b. The interested bidder(s) should not be blacklisted, defaulter or debarred from any of the government/semi-government department(s) of Pakistan. In this regard, the prospective Bidder shall submit undertaking on stamp paper to NHA (**sample attached**) that the Bidder is neither blacklisted/debarred nor defaulter. Format for undertaking has been provided in the sample forms.

The Operator Shall Operate, Manage & Maintain the permissible site of Bus Bay at its own cost and will provide/establish the missing facilities at the site as per the layout, design/drawing admissible to the employer. On completion of contract period or its early termination, the Operator shall hand over the entire facility to NHA in a properly maintained and operational condition without any claim to cost.

Annual Increment: The net guaranteed revenue shall be increased @ 10% each year cumulatively. **Explanation:** The net guaranteed Revenue shall be increased @ 10% each year on the basis of preceding/last year's net guaranteed revenue.

Payment of all applicable taxes imposed by the Government of Pakistan, Provincial and Local/District Governments, moreso, as amended from time to time by State, shall be the sole responsibility of the Operator.

The Operator shall Operate, Manage & Maintain the existing Bus Bay(s) and shall establish/construct the facilities if not present at site, at its own cost and as per the layout, design/drawing submitted by the operator and finalized by the employer. In case of necessity/urgency/any change in policy or special directions/ instructions by Government of Pakistan honorable court(s) of Pakistan, the operator shall have no rights to object to it.

The Operator shall also provide maintenance, utilities and cost for the utilities at the Bus Bay.

For mobilization and completion of required construction/maintenance works on the site, the Grace Period of one (01) month from the date of issuance of

commencement letter shall be allowed to the Operator on completion of which payment to NHA by the Operator shall become due.

The interested Bidder(s) shall bear all costs associated with the preparation and submission of its bid and the Employer shall not be responsible or liable for any such costs in any event whatsoever, regardless of the conduct or outcome of the bidding process. Bidder(s) must fully inform themselves of local conditions and all factors related to subject contract whatsoever and take them into account in preparing their bid.

The interested Bidder(s) are advised to visit and examine the site in all aspects and its surroundings and obtain all information for themselves on their own responsibility that may be necessary/indispensable for preparing the bid and entering into the Contract. The Bidder(s) shall be deemed to assess the traffic volume and prepare the bid accordingly; no claim(s) whatsoever in this regard shall be entertained thereafter. All costs in this respect shall be the responsibility of Bidder.

Sub-letting of any facility(ies) by the successful bidder/Operator shall not be allowed.

The successful bidder/Operator shall be responsible for resolving all the issues which arise between the Operator and any local authority during the currency of the Contract at its own risk & cost and shall indemnify NHA from all legal recourses.

All bids must be properly bound in hard form (to deny removal/addition of any documents), duly signed and stamped with continuous page numbering on all pages by the Bidder(s) for submission to NHA. Ring binding, spiral binding and box file form (with loose papers) will not be accepted and such bids shall be considered non responsive.

The Bidder(s) are required to examine carefully the contents of all the documents submitted in their bid. Failure to comply with the requirements of bid submission will be at the Bidders' own risk. Pursuant to Clause 16(b), bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

If there arises any discrepancy between bid amount quoted in words & figures, the amount quoted in words will prevail.

2. Single Stage One Envelope System of Bidding/Tendering procedure.

The Employer has adopted Single Stage One Envelope based mode of procurement for this bidding, which is in accordance with the PPRA Rule 36 (a).

In the single stage one envelope bidding procedure Bidder(s) are required to submit their financial bids to NHA along with the must meet criteria as per clause 10, in sealed envelope on the date of bid submission.

For fulfilling the must meet criteria (Clause 1.1 "a" of GCC), NHA will first scrutinize the documents regarding must meet criteria. The sealed Financial bids of only responsive and qualified Bidder(s) shall be opened

and announced in presence of all the Bidders and tender opening and evaluation (TO&EC) Committee.

The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the offer. Proof of authorization shall be furnished in the form of a written

Power-of-Attorney/Resolution, which shall accompany the Bid. All pages of the bid, except for un-amended printed material, shall be initialed by the person or persons signing the Bid.

The complete Bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid by deleting old statement and writing new.

3. Clarifications & Correspondence

Prospective Bidder(s) requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the following address:

Office of General Manager (KPK)
National Highway Authority
NHA Complex Chamkani Internchange, Peshawar
Phone: +92-91-9225001, Fax # 92-91-9225002

Employer will examine the request for clarification of the Bidding Documents, if received not later than ten (10) days prior to the deadline for the submission of bids or during the Pre-Bid meeting, and shall issue a clarification minimum three (03) days before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased or downloaded the Bidding Documents.

At any time prior to the submission/opening of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum and/or corrigendum/erratum.

Any addendum(s) and/or corrigendum(s)/erratum(s) thus issued shall become an integral part of the Bidding Documents.

To afford prospective bidders reasonable time in which to take an addendum and/or corrigendum/erratum into account in preparing their bids, the Employer may at its discretion extend the deadline for **SUBMISSION OF BIDS**.

Moreover, the Employer may also seek clarification in writing for any document/item(s) in the bid.

Name and address of the Employer is: -

National Highway Authority
GM (Maintenance) KPK
Chamkani Interchange, Peshawar

The authorized representative of the Employer is;

General Manager (Maint) KP
National Highway Authority
NHA Complex, Peshawar

4. One Bid per Bidder

For the said contract, bidder can only submit one bid against one bus bay. Joint Ventures (JVs) of sole proprietorship or firm are not allowed for

Bidder



A handwritten signature in blue ink, appearing to be "A. Khan".

NHA

participating in the said bidding.

5. Let Bidders Be Mindful

The bidder is advised to obtain all the information at its own cost and responsibility that may be necessary / indispensable for preparing the bid and entering into a Contract for execution. This shall include but not limited to the following:

- (a) Enquiries on Pakistani Income Tax/Sales Tax/Surcharge or any other Levy/Fee/Tax imposed by the Government of Pakistan. NHA shall not be liable to pay any such Levies/Fee/Tax. Payment of all such applicable taxes is the sole responsibility of the successful bidder/Operator.

6. Local Conditions

Bidder(s) must verify and supplement by its own investigations all necessary information about site, traffic volumes and local conditions etc. for the purposes of filling and submitting its bid and entering into the Contract. Any claim(s) in connection to or arising out of these conditions will not be entertained during or after the completion of Contract period.

7. Pre-Bid Meeting

Prospective Bidders are invited, and strongly encouraged, to attend a pre-bid meeting, organized and to be conducted by NHA.

Prior to the Pre-Bid Meeting, Bidders are invited to submit written queries concerning the Contract requirements, the Bidding Documents or other related matters pertinent to the Contract.

All such queries should be submitted to the **General Manager (Maint) KPK, NHA**, within at least ten (10) working days prior to submission of bid.

The NHA will conduct the pre-bid meeting, record all questions, both written and verbal, posed by Bidders, record all answers provided thereto, and provide a written Pre-Bid meeting Memorandum or, if required, amendment through Addendum in bidding document to each Bidder.

The NHA will not, during the Pre-Bid meeting, modify in any material respect any provision or term of this Bidding Documents unless such modification is made as a written Addendum thereto prepared by the NHA and disseminated to all the Bidders.

Schedule for **Pre-Bid Meeting**: -

Date & Time: **20th September 2022 at 1200 hrs.**

Venue: **Office of the GM (Maint) KPK**
NHA Complex, Chamkani Interchange Peshawar

8. Bid Validity

Bids shall remain valid for the period of One Hundred and Twenty (120) days after the date of bid submission.

In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the bid validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of its Bid

Bidder

Security. A bidder agreeing to the request will be required to extend the validity of its Bid Security for the period of the extension, in accordance with PPRA Rule 26.

9. Bid Security

Each bidder shall furnish, as part of its bid, a Bid Security in the amount of **Pak. Rupees 500,000/- (Rupees five hundred thousand only)**.

The Bid Security shall be, at the option of the bidder, in the form of Bank Draft or a Bank Guarantee issued by a Scheduled Bank in Pakistan acceptable to the Employer in favor of the **“General Manager (Maint) KP NHA Peshawar”** valid for a period of twenty-eight (28) days beyond the bid validity date.

The Bid Security is required to protect the Employer against the risk of bidder’s conduct which would warrant the bid security’s forfeiture, pursuant to Sub-Clause 9.8, hereof.

Any bid not accompanied by an acceptable Bid Security, shall be rejected by the Employer forthwith as being non-responsive, pursuant to Clause 9.8.

Any amount of bid security which is lying with the Employer for any previous bidding process shall not be considered for this bidding.

The bid security of all participating bidders will be returned as promptly as possible, which will be returned upon award of Contract to the successful bidder under clause 23, or on the expiry of validity of Bid Security under clause 8, whichever is earlier subject to rights of parties.

The Bid Security of the Successful Bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract, pursuant to Clause 9.6.

The Bid Security may be forfeited:

- i. if a bidder withdraws its Bid during the period of Bid validity,
- or
- (b) if a bidder does not accept the arithmetic correction of its Bid, or
- (c) in case a bidder, if fails to:
 - i. furnish the pre-requisites in accordance with the Letter of Acceptance (LoA); or
 - ii. does not sign the Contract Agreement.

In case of forgery, involvement in fraudulent activity(ies) or any misrepresentation/concealment made by the bidder while submitting its bid to NHA, the same shall lead towards forfeiture of its bid security alongwith its debarring and blacklisting.

10. Documents Comprising of Bid

the bid to be submitted by the interested bidder shall comprise the following documents:

a. Envelope-A (Documents Consisting Must Meet Criteria)

- ✓ A valid PEC License in minimum O-5 or above category upto 30th June, 2022.
- ✓ Certificate confirming the receipt as per clause 27,
- ✓ Bid Security of requisite amount and form,

- ✓ Undertaking on stamp paper as per clause 1.1 (b) of GCC,
- ✓ Tax Registration Certificate/proof.

b. Envelope-B (Documents Consisting Financial Bid)

- ✓ Financial bid

Both of the above envelopes should be sealed separately and marked clearly as “**Documents Consisting Must Meet Criteria (Original + Copy)**” the first envelope and the “**Financial Bid (Original + Copy)**” the second envelope as under:

a. Envelope-A	-	Original	(Sealed)
b. Envelope-A	-	Copy	(Sealed)
c. Envelope-B	-	Original	(Sealed)
d. Envelope-B	-	Copy	(Sealed)
e. Bid	-	Envelope-A + Envelope-B	(Sealed)

11. Format and Signing of Bid

All documents comprising Bid including Bid Form and Integrity Pact shall be complete in all respects and properly signed and stamped by the bidder.

No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration will be made or if these instructions not fully complied with, the bid may be rejected being non-responsive.

Each bidder shall prepare one (1) Original and one (01) Copy of the documents comprising the bid as described in Clause 10 and clearly mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

The original and a copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign them. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bid to act for and on behalf of the Bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the contract is to be sent.

Bidders should retain a copy of the Bidding Documents as their file copy.

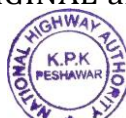
12. Submission of Bids

Each bidder shall submit its bid as under: -

- a. One (01) ORIGINAL and one (01) COPY of the Bid shall be separately sealed and put in separate sealed envelopes and marked as such.
- b. The envelopes containing the ORIGINAL and COPY will be put in one

Bidder

NHA



sealed envelope and addressed/identified as given in Sub- Clause 3.1, hereof.

The Bidder shall paste the Form duly filled in on the inner and outer envelopes as per given sample including;

- a. be addressed to the Employer at the address given in Bidding Document.
- b. bear the contract name and Date of opening of Bid.
- c. provide a warning not to open before the time and date for bid opening.

The Bid shall be delivered in person or sent by registered mail at the address of the Employer as given above.

In addition to the identification required in Sub-Clause 12.1 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "late".

If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

- a) Bids must be submitted to the Employer at the address specified in the Bidding Documents not later than the time and date stipulated in the Bidding Documents.
- b) Bids with charges payable shall not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point.
- c) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

NHA shall receive and keep secure all bids submitted before the date and time specified for Bids' closing.

The Employer may, at its discretion, extend the deadline for submission of bids by issuing an Addendum or may make any changes in the contents of the bidding documents through required addendum(s) and/or corrigendum(s) for the sake of clarity, in such a case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

Schedule for Bid Submission & Opening: -

Date & Time (Submission) : **27th of September 2022 at 1200 hrs.**
Date & Time (Opening) : **27th of September 2022 at 1230 hrs.**

The venue for submission of Bids:

NHA Complex
Chamkani Interchange
Peshawar.

In the event of any discrepancy between the original and copies, the original shall govern moreover, in case of discrepancy between words and figure, the amount of bids quoted in words shall prevail.

13. Language

All bids shall be prepared in the English language.

14. Late Bids

- a. Any bid submitted to the Employer after the deadline for submission of bids shall returned unopened.
- b. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver its bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of its bid will be accomplished either in person, by messenger or by post.

15. Bid Opening

A Committee nominated by the Employer will open the bids in the presence of bidders or their authorized representatives who choose to attend, at the time, date and location advertised in Invitation to Bid i.e.

- i. At 1200 hrs. on **27th of September 2022** at in NHA Complex, Chamkani Interchange, Peshawar.

The bidders or their authorized representatives who are present shall mark their attendance on sheets to evidence their participation.

The bidders' names, bid amounts and the presence or absence of requisite documents accompanying the Bid along with the bid securities, etc. will be announced by the Employer during the bid opening.

16. Determination of Responsiveness of Bids

Detailed evaluation of bids comprises of the following;

- (a) the Employer will examine the Bids to determine whether;
 - i. the Bid is complete and does not deviate from the requirements of the Contract,
 - ii. any computational errors have been made,
 - iii. required securities have been furnished,
 - iv. the documents have been properly signed/stamped,
 - v. the Bid is valid for the stipulated period,
 - vi. the quoted Bid price shall firm during currency of contract,
 - vii. the Bidder fulfills the must meet criteria as per GCC clause 1.1 for Bid hereof, and
- (b) A bid is non responsive, if;
 - i. it is neither signed nor stamped;
 - ii. its validity is less than the specified period;
 - iii. it is not accompanied with Bid Security; or
 - iv. it is materially and substantially deviant from the requirements of the Bidding Documents.

If the Bidder does not accept the corrected amount of its Bid, it will be rejected and the corresponding Bid Security shall be forfeited.

In case of forgery, involvement in fraudulent activity(ies) or any misrepresentation/concealment made by the Bidder while submitting its bid(s) to NHA, the same shall lead towards forfeiture of its bid security and debarring/blacklisting.

A Bid determined as substantially non-responsive shall be rejected and cannot subsequently be made responsive by the Bidder by rectification of the non-conformity.

17. Evaluation of Bids

NHA intends to facilitate and sustain an environment of competitiveness, transparency and fairness in the procurement process by, among other means, processing fairly and impartially.

The NHA will examine the Bids to determine whether they are complete, whether the requisite Bid Securities have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

Financial Bids of only the responsive bidder(s) who have fulfilled the criteria mentioned in Clause 1.1 of GCC will be opened, announced and put to comparison process. The financial bid(s) of non-responsive bidder(s) shall be returned un-opened.

From the date and time of Bid Opening until the time the Contract is awarded, any Bidder wishing to contact the NHA on any matter related to this bidding must do so in writing at the NHA's address mentioned herein above in clause 3.1.

18. Confidentiality

After the Bid Opening, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of a Contract shall not be disclosed to Bidders, or other persons not officially concerned with such process, until the award of the Contract is officially announced.

Any effort by a Bidder to influence the NHA in the process of examination, clarification, comparison and evaluation of Bids, or decisions concerning award of a Contract, may result in the rejection of that Bidder's Bid and forfeiture of his Bid security.

19. Employer's Right to Accept any Bid and to Reject any or all Bids

As per PPRA Rule 33:

- i. The procuring agency may reject all bids at any time prior to the acceptance of a bid.
- ii. The procuring agency shall upon request communicate to any supplier or contractor who submitted a bid, the grounds for its rejection of all bids, but is not required to justify those grounds.
- iii. Notice of the rejection of all bids shall be given promptly to all bidders.
- iv. The procuring agency shall incur no liability.

20. Award Criteria

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the highest paying evaluated bid price (net guaranteed revenue).

21. Security Deposits

The Employer will issue the Letter of Acceptance (LoA) to the highest bidder informing the Bidder regarding bid acceptance. This letter shall consist of an amount of Performance Security and Revenue Security which the highest Bidder shall pay to the Employer within a period of fifteen (15) days in the forms and the amounts stipulated below, failing which LoA shall be liable to be withdrawn unless otherwise extended by the Employer. In addition to the security deposits, the highest Bidder will be required to submit non-judicial stamp papers of worth Rs. 1,000/- for signing of agreement.

a. Performance Security:

Performance security equal to 10% of the Bid value of advance yearly net guaranteed revenue. It should be in the form of a Demand Draft in favor of "National Highway Authority, Road Maintenance Account, Islamabad".

b. Revenue Security:

The revenue security shall be equivalent to three (03) months net guaranteed revenue, offered by the highest Bidder. The revenue security should be in the form of a Demand Draft in favor of the "National Highway Authority, Road Maintenance Account, Islamabad".

Failure to comply with all or any of the requirements of LoA by the highest Bidder shall constitute sufficient grounds for the Employer for withdrawal of Letter of Acceptance (LoA) and forfeiture of the Bid security as well as pre-requisites (if available any).

22. Acceptance of Bid

Prior to expiration of the bid validity prescribed by the Employer, the Employer will notify the highest bidder in writing through a letter i.e. "Letter of Acceptance (LoA)" that its bid has been accepted. This letter shall comprise the amount of Net Guaranteed Revenue and Securities payable to the Employer.

The Letter of Acceptance and its acceptance by the highest bidder will constitute the formation of the contract, binding the Employer and the highest bidder till signing of the formal Contract for Guaranteed Revenue, subject to compliance of all the requisites, else the LoA will be deemed as withdrawn without any legal recourse by the non-compliant highest bidder.

Upon complying with the provisions of LoA by the highest bidder, the Employer will promptly notify the lower bidders that their bid(s) has been unsuccessful and their Bid Security(ies) will be returned/released.

23. Signing of Contract

Within a fortnight from the date of submission of pre-requisites as per LoA by the highest bidder under the Conditions of contract, the Employer will send, to the highest bidder, the Form of Contract for Guaranteed Rental attached in this Bidding Documents.

The formal Contract between the Employer and the successful bidder shall be executed within a fortnight of the receipt of such Form of Contract by the successful bidder.

In case of non-compliance by the highest bidder in respect of the provisions of the LoA within stipulated period, the Employer reserves the right to withdraw the issued LoA, forfeiture of bid security along with any other deposits and blacklisting/debarring of the said non-compliant highest bidder.

24. Notification of Award

After signing of the Contract Agreement by the Employer and successful bidder, the Employer will issue the Letter of Commencement (LoC) after which the successful bidder will be allowed to mobilize and commence the operations at site as an "Operator".

25. Due Diligence

NHA reserves the right to carry out due diligence in its sole discretion during procurement, award and execution of the Contract.

Bidders must adhere to the Contract location, as well as the site boundary limitations.

26. Integrity Pact

Prior to signing of the Contract, the Operator shall sign and stamp the Integrity Pact as per attached sample. Failure to provide signed and stamped Integrity Pact shall make the Operator non-compliant. Failure of the Operator to sign the Integrity Pact within the specified time, shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

27. Confirmation of Receipt

Please confirm to the Employer that you have received all the correspondence as prescribed in this Bidding Documents and certificate in this regard must be attached along with the bid. The authorized representative of Employer for correspondence/ communication is: -

General Manager (Maint) KP

National Highway Authority
NHA Complex, Chamkani Interchange,
Peshawar

28. The Bidding Documents consist of the followings: -.

- I. Instructions to bidders (ITB) (Clauses 1 to 28).
- II. Terms & Conditions - Articles I to XIII.
- III. Addendum(s) and corrigendum(s)/erratum(s) to the Bidding Documents, *if any*.
- IV. Sample Forms.
- V. Annexures.
- VI. Bid Form.

II. TERMS & CONDITIONS

ARTICLE I

TERM OF THE CONTRACT AND CONTRACT SITE

Section I. 01 Term

The Contract shall expire after five (05) years from the effective date i.e., date mentioned/specified in the Letter of Commencement (“Term”) unless not extended/renewed by the Employer.

Section I. 02 Project Site

- (a) Operation Management & Maintenance Operator (O&M Operator) shall render the services solely within or with respect to the Project Site, as defined under sub-paragraph (b). For the purposes of this Agreement, the O&M Operator shall have no rights or obligations beyond the geographical limits of the ProjectSite.
- (b) The area licensed to the O&M Operator by NHA pursuant to this Agreement includes the bus bay, civil infrastructure, toilets, drinking water facility, parking area at bus bay (“Project Site”) provided that the exact parameters of the area licensed to the O&M Operator pursuant to this Agreement shall be determined and inventoried by NHA field formation. Moreover, **the Operator shall provide/establish the missing facilities at its own cost and submit design/drawings for the approval of employer prior to commencing the construction.** The Operator shall handover the bus bay in properly maintained and operational condition at the expiry or termination of contract without any claim to cost.

Section I. 03 Definitions and Rules of Interpretation:

All capitalized terms used herein shall have the meanings assigned to them in this Contract.

- a. **“Authority”** means National Highway Authority, Government of Pakistan, Islamabad.
- b. **“Bus Bay”** means designated lane constructed as part of the highways meant for pick and drop of the passengers by public transport.
- c. **“Contract Revenue”** means the advance quarterly net guaranteed rentals payable to the Employer by the Operator as stated in the Letter of Acceptance (LoA).
- d. **“Day”** means the Calendar Day.
- e. **“Employer”** means the Chairman, National Highway Authority, Government of Pakistan, Islamabad.
- f. **“Employer’s Representative”** means **General Manager (Maint KPK, Peshawar** or any other person nominated in writing by the Employer from time to time.
- g. **“Facilities”** facilities include provision of parking sheds, sitting arrangements, ladies & gents’ toilets, potable water, tuck-shops etc.
- h. **“ITB”** means Instructions to Bidder.

- i. **“Modification of Contract”** is defined as a Contract in writing signed between the Employer and the Operator for any change in the original agreement and any obligations associated therewith.
- j. **“Operator”** means the firm/company/individual/AoP running the Operation, Management & Maintenance Contract in accordance with the terms and conditions of agreement and this bidding documents.
- k. **“Party”** means the Employer or the Operator as the case may be, and collectively Parties means both of them.
- l. **“Qualified Bidder”** means the prospective bidder who fulfills must meet criteria as per Clause 1.1 of GCC.
- m. **“Performance/Revenue Security”** means the amounts equal to the one advance quarterly net guaranteed Revenue, which shall be deposited by the Operator to the Employer against security deposits.
- n. **“ROW”** means Right of Way.
- o. **“Scope of the Contract”** means provision of Operations and Management of facilities in accordance with the terms & conditions set in by this bidding document.
- p. **“Services”** means services required to be rendered by the Operator in accordance with various articles of the Contract.

Section I. 05 Notices:

All notices under this Contract will be given in writing and will be deemed to have been given if delivered by registered post or courier services at the specific designation/addresses of the parties as set forth in this Contract with due acknowledgement. In case, if a post has been sent out on a valid address and is in course of transmission then this will be deemed as out of power of the Employer. If unfortunately, such post remains undelivered due to any reason inter alia change of address (not previously communicated to the Employer) then the post will be considered as successfully delivered by the Employer.

Note: The address for seeking clarification regarding any query/queries is as under:

-

General Manager (Maint) KP
National Highway Authority
NHA Complex, Chamkani Interchange, Peshawar,
Phone: +92-91-9225001, Fax: +92-91-9225000

ARTICLE II

SCOPE OF CONTRACT AND OBLIGATIONS OF THE PARTIES

Section II. 01 Scope of Contract

- a. NHA hereby grants to the Operator subject to the terms and conditions of this Contract to operate, manage, maintain and provide services/facilities, as enumerated under, with respect to the subject Contract for Operation, Management & Maintenance of Bus bay.
- b. Scope of Contract includes but not limited to the following:
 - i. Maintenance/Repair of bus bays and general hygiene,
 - ii. Maintenance/ Repair /provision of parking sheds,

- iii. Maintenance/ Repair /provision of proper sitting arrangements,
- iv. Maintenance/ Repair /Construction of ladies and gents' toilets,
- v. Provision/ Repair of drinking water facility,
- vi. Maintenance/ Repair of comprehensive drainage system,
- vii. Provision/Maintenance/ Repair of lighting system,
- viii. Maintenance/ Repair /provision of tuck shops,
- ix. Plantation and beautification,
- x. Cleaning & sweeping of site.

Section II. 02 Obligations and Covenants of the Operator:

The Services and the obligations of the Operator for contract shall include:

- a. Ensuring routine maintenance, service and construction/ repairing of the buildings/sheds and the amenities and fixtures at the Contract Site.
- b. Providing appropriate waste/trash cans for the disposal of garbage/refuse/waste/trash ("Trash") in and around the Contract Site and arranging for removal of Trash/Garbage from the Contract Site every day.
- c. Dedicating special place with seating arrangements for elderly citizens and disabled persons.
- d. Paying all utility bills, including, bills for electricity, gas, telephone, water and conservancy with respect to inter alia the operation, management and maintenance of the site. Failure will invite encashment of Security deposits.
- e. Maintaining a complaint register at the Contract Site at a clearly accessible and visible place including display of telephone/mobile number and e-mail address of the Operator as well as NHA.
- f. Using the Contract Site solely for defined/given purposes of providing the Services and operation, managing and maintaining the bus bay and its allied facilities.
- g. Supplying labor, materials, equipment and other resources necessary for the performance of the Services, 24/7.
- h. Cooperating with NHA and any authorized person(s) or entity acting on NHA's behalf, with regard to the transfer of the Contract Site to NHA or any person(s) or entity nominated by NHA upon expiry or termination of this Contract.
- i. Maintaining effective Fire Fighting arrangements.
- j. Provide First Aid facility.
- k. Provide drug-free and hygienic services by establishing a drug- free atmosphere in compliance with Govt. policies.
- l. Providing potable drinking water for the use of general public by installation of electric water coolers.
- m. Complying with all terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.

Section II. 03 In carrying out its obligations, the Operator represents and covenants that:

- a. There are no legal, criminal & financial default proceedings pending or threatened for the liquidation of the Operator or that could materially or adversely affect the performance by the Operator of its obligations under this Contract.
- b. The Operator shall at all times maintain its corporate existence in compliance with the Laws of Pakistan.
- c. The Operator shall procure and maintain all consent necessary to perform its obligations under this Contract, give all required notices and allow all required inspections under all consents obtained or applied for by it, in connection with this Contract.
- d. The Operator cannot assign, delegate or subcontract its rights and obligations to third party pursuant to this Contract.
- e. This Contract has been duly authorized, executed and delivered by it and constitutes the irrevocable, legal, valid and binding obligation of it, and
- f. In the event of termination of this Contract by NHA for convenience the Operator shall have no rights to claim damages and shall not seek continuation of performance of services neither shall approach any court in an attempt to restrain NHA from assuming control of the subject/Contract Site.
- g. In no event shall termination for convenience be deem as default by NHA under this contract.
- h. NHA shall have the right at any time and from time to time during the term, and for any reason whatsoever at NHA's sole discretion, to terminate this contract with respect to all or any portion of the services (such total or partial termination being referred to herein as a "Termination for Convenience"). NHA may exercise its right of Termination for Convenience by serving Operator a written notice of its election to do so, which notice shall specify the services that NHA has elected to remove from the scope and operation of this Contract. The Termination for Convenience as to such services shall be effective sixty (60) days following the date of such notice. Thereafter all references herein to "Services" shall be deem to refer only to those operation and management tasks that continue to be required to be performed by Operator hereunder. In the event of termination of this Contract by NHA for convenience the Operator shall not seek continuation of performance of services neither shall approach any court in an attempt to restrain NHA from assuming control of the contract site.

Section II.04 The Employer's Representations, Warranties and Covenants

NHA hereby represents and warrants to the Operator that as of the date of this Contract:

- a. It is duly created pursuant to the National Highway Authority Act, 1991 and has complied fully with all applicable Laws of Pakistan in the grant of this contract;

- b. The Contract Site falls within the jurisdiction of NHA and that NHA is duly authorized under the Laws of Pakistan to enter into the contract with regard to the Contract Site;
- c. This Contract has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligations of NHA; and
- d. NHA shall exercise its powers under the National Highway Authority Act, 1991, the rules and regulations framed there under and all other Laws of Pakistan and amendments made thereto in a manner that is consistent with this Contract;
- e. NHA shall use its good offices to support the Operator's performance of its business activities pursuant to the contract, but without assuming any liability or obligation in this regard unless expressly stated in this Contract;

Section II.06 Quality Assurance

For the purpose of Quality Assurance, bidder should have to follow the best international practices of quality assurance and checking procedure. Following yardsticks may be followed: -

- i. There shall also be a mechanism to maintain general hygiene of staff at all the times.
- ii. The staff shall be courteous to the road commuters and follow the best practices while imparting services.

ARTICLE III

TERMS AND CONDITIONS OF PAYMENT & PENALTIES

Section III. 01 Terms and Conditions of Payment

The general terms and conditions with regards to the payments to be made by the Operator pursuant to the Contract agreement are as under:

- (i) The Contract is based upon payment of fixed net guaranteed revenue between the Operator and NHA. NHA shall receive advance quarterly net guaranteed revenue sum amounting to ("amount quoted in the Bid/Proposal"), not with standing the actual revenue collected/generated by the Operator from the Contract site. The advance quarterly net guaranteed revenue amount with respect to any year of the term shall be enhanced at the rate of ten (10) percent of the advance quarterly net guaranteed revenue of the preceding year cumulatively.
- (ii) The Operator shall deposit the advance guaranteed Revenue for three (03) months in NHA designated account i.e., "**National Highway Authority, Road Maintenance Account, Islamabad**" or directly to NHA through Demand Draft in favor of National Highway Authority Road Maintenance Account, Islamabad. Upon completion of three (03) months, if the Operator fails to deposit the advance guaranteed revenue for next three (03) months by the 5th of the calendar month than an amount of Rs. 5,000/- per day shall be charged up to 15th of that calendar month. After delay of 15 days from the due date, Contract shall become liable to be terminated under default of Operator including

forfeiture of Performance and Revenue Securities.

- (iii) All payments due under this agreement shall be in PKR.
- (iv) All applicable taxes including advance tax u/s 236A of income tax ordinance 2001 shall be paid by the Operator over and above the advance net guaranteed revenue (along with the installments of revenue) as per the prevailing taxation laws in Pakistan.

ARTICLE IV TRADE NAME AND ADVERTISEMENT

Section IV. 01

- a. The Operator shall only use and display its proprietary trade name in marketing and advertising its services pursuant to this Contract, provided that NHA shall at all times retain a right to display its name and or messages in the form of advertisement at the Contract site.
- b. The Operator shall advertise about the bus bay & other facilities at its own cost and expense. The Operator shall not display advertisements or signage material that are environmentally damaging, dangerous from highway safety perspective, or against the social norms and culture of Pakistan.
- c. In light of orders passed by the August Supreme Court of Pakistan in its suo-moto case no. 27 of 2018, any type of advertisement material is not allowed at public places, thus, the Operator shall not install any additional advertisement material at the premises of Contract site except its trade name, signage/directional boards, awareness message for public and the facility name.
- e. The Operator shall remove all its signboards, and advertisements immediately upon termination or expiry of this Contract.

ARTICLE V PUBLIC UTILITIES

Section V. 01 Limits of NHA's Obligations

NHA shall provide on the Operator's request in a timely manner, such information as it holds or is available in respect of public utilities provided at the Contract site; provided that NHA shall not be liable to reimburse the Operator for any loss, damage or expense incurred by the Operator as a result of an inaccurate or late information being provided by NHA.

Section V. 02 Facilities

Drinking Water Cooler

The Operator shall arrange on its own all the facilities including clean (filtered through reverse osmosis process) drinking water and must ensure provision of electric coolers for the use of general public.

Surveillance Cameras

Operator shall be responsible to install surveillance cameras covering the entire
Bidder

NHA



A handwritten signature in blue ink, appearing to be a stylized name.

Contract site including front rear, right, left and adjacent areas in the vicinity round the clock having sufficient storage capacity of data (at least with one-month backup / record) for security purposes at his own cost. NHA can request for provision of this data for research analysis purposes or for assisting any law enforcement agency on their request.

Section V. 03 Application for Supply of Public Utilities

In relation to the supply of public utilities and services required by the Operator to effectively perform the services, NHA shall not be responsible for submitting or procuring any applications in respect thereof to the relevant public utility authorities, companies or undertakings charged with the responsibility for the same.

Section V. 04 Coordination of Works

The Operator shall not be responsible for the costs and expenses of any works that may be carried out by the relevant public authorities and companies at the Contract site.

Section V. 05 Access to Contract Site for Public Utilities

The Operator shall permit at any time during the term the authorized personnel of a public utility provider to have an access to the Contract site for the purpose of:

- a. Routine maintenance of any public utility already located within the Contract site;
- b. The strengthening, replacing or upgrading of any public utility already located within the Contract site;
- c. Reinstating any foundations, structures, buildings, pavements, cabling and the like which may be disturbed or affected by reason of such works undertaken by a public utility provider, or;
- d. Any other work including the installation of any new additional services of the public utility provider within the Contract site.

Section V. 06 Payment for Utilities

The Operator shall be responsible for the payment of all utility bills and POL/maintenance of standby generators for the Contract site.

ARTICLE VI NHA REPRESENTATIVE AND EMPLOYEES OF THE OPERATOR

Section VI. 01 Employer Representative

The Employer's representative for the supervision of construction works will be General Manager (Maintenance) KP. Officer in-charge will supervise the works through respective field formations (units) and will be responsible to implement the obligations set in this contract.

Section VI. 02 Staff of the Operator

- a. The Operator shall, at its own cost and expense, hire the services of skilled and unskilled staff ("Employees") for the operation, management, maintenance and supervision of bus bays & allied facilities etc. List of the employees that shall be hired for this purpose shall be maintained with the supervisor of the concerned field staff as a record for verification.

- b. The Operator shall comply with all the prevailing laws, rules and regulations of Pakistan with regards to the rights and obligations of the Employees.

**ARTICLE VII
DEFAULT**

Section VII. 01 Defaulting Events along with Penalty(ies)

- a. The occurrence of any one or more of the following events shall constitute an event of default by the Operator under this Contract:
- i. Any deviation from scope of work without prior agreement of the Employer;
 - ii. Addition or deletion of any business/facility without prior agreement of the Employer;
 - iii. Indulgence in fraudulent acts;
 - iv. Failure to promptly reimburse NHA for any loss or damage caused thereto attributable at an act or omission of the Operator;
 - v. Delay in commencement or discontinuance by the Operator in the performance of obligations under this Contract agreement;
 - vi. Failure to pay the guaranteed amount to NHA timely as committed in this Contract.
 - vii. Insolvency, bankruptcy or liquidation of the Operator;
 - viii. Failure by the Operator to perform any component of the Contract in a manner specified in the Contract agreement.
- b. If the Operator commits a default as set out herein above, the Employer shall be entitled to exercise the following rights in addition to any or all remedies available to Employer under the law:
- i. Any structural change caused to the Contract site due to the willful or negligent acts or omissions of the Operator or the employees, agents, servants or representatives thereof, fine shall be imposed. The exact amount of fine depends on the severity and extent of modification done as per the recommendations of the General Manager (Maint) KP;
 - ii. Employer may impose minor penalty in the form of a fine to Operator upon each occurrence of a defaulting event. The fine shall range from fifty thousand (Rs. 50,000/-) to Rupees two lacs and fifty thousand (Rs. 250,000/-). The exact amount of fine depends on the severity and extent of the defaulting event as per the recommendations of the General Manager (Maint) KP;
 - iii. Employer may impose a major penalty in case of one or more defaulting events by forfeiting the security deposits i.e., performance and revenue securities deposited by the Operator and may terminate this Contract agreement as and when deemed necessary and may proceed for blacklisting of the Operator on the recommendations of General Manager (Maint) KP;
 - iv. If exercising the above-mentioned punitive measures do not fully indemnify the Employer against the default(s) of the Operator and if during the currency of Contract or after expiry thereof, any recovery is ordered pursuant to departmental inquiry, audit paras or on order of any other competent forum with regards to the subject award of Contract or any other project/contract awarded by NHA to the Operator, such recovery shall be made from the Operator out of

performance security, revenue security or any other bill of expired (executed/ terminated) or on-going or future contracts (in bidding process). In case, if there is no amount available with NHA for effectuating the recovery, the Employer may take legal recourse as per prevailing laws of Government of Pakistan to recover the losses.

**ARTICLE VIII
EXPIRY AND TERMINATION**

Section VIII.01 Expiry Date of Contract

Contract shall be valid for a period of five (05) years from the date of issuance mentioned in the Letter of Commencement.

Section VIII. 02 Early Termination of the Contract

- a. Employer shall have the right to terminate this Contract or particular services being rendered pursuant to this Contract for convenience as determined at its sole discretion at any time during the Contract. Employer may exercise this right by furnishing a written notice to the Operator of its action for terminating the Contract. Such termination shall be effective following the date as mentioned in such notice. Thereafter, all references to the obligations under this Contract shall be deemed to refer only to any particular part of the obligations with respect to which this Contract has not been terminated.
- b. In case Employer fails to provide peaceful possession of Contract site, free of all encumbrances, the Operator may serve notice to the Employer in writing, specifying the default and requiring the Employer to rectify the same within sixty (60) days from the date of such notice. If the Employer fails to remedy/rectify the said default within the given time period, the Operator shall have the right to issue final notice for termination of Contract on the Employer, which shall become effective sixty (60) days from the date of the termination notice and in this case the Employer will release the securities of the Operator.

**ARTICLE IX
FORCE MAJEURE**

Section IX. 01 General

Force Majeure means an event which is not caused by and is beyond the reasonable control of either party. Such an occurrence could not have been reasonably foreseen at the date of this Contract by exercising due diligence and which makes performance of this Contract impossible in the sense or mode contemplated by the parties or so impractical as to be considered so impossible under the new circumstances.

These factors include and are not limited to war, invasion, riots, insurrection, civil commotion, acts of terrorism in that particular locality only, unusual flood, tsunami, major earthquake, earth or glacier landslides, volcanic activity (eruptions), radiation or chemical contamination, ionizing radiation, explosions, serious epidemics / pandemics, any amendment in legislation by Government, any judgment/order passed by the Honorable Supreme Court regarding termination of the subject Contract or its any portion, or any act of God.

In case a Force Majeure condition is claimed as a result of any act of man, documentary evidence for existence of such condition shall be required from

Bidder

Operator.

Section IX. 02 Notice of Force Majeure

If either party is unable to perform or fulfill any of its obligations under this Contract as a result of an event of Force Majeure, it shall serve a notice within twenty (20) days of the occurrence thereof to the other party.

Section IX. 03 Termination/Suspension due to Force Majeure

Neither party shall by reason of such eventuality be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance.

This Contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist. Provided that if the performance in whole or part of any obligation under this Contract is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the parties shall meet and review in good faith the desirability and conditions of either suspension of the Contract up to maximum 182 days or termination of the Contract. If the parties agree that such termination is necessary and has been rendered un-performable because of the Force Majeure condition.

Section IX. 04 Extension of Time due to Force Majeure

If the operations on site remain suspended for more than 15 days but become operational within 120 days during the currency of Contract, the Operator will be granted extension of time as a compensation. The extension of time shall be exactly equal to that time period for which the sites remained non- operational due to event(s) of Force Majeure.

Section IX. 05 Continuation of the Contract

The parties acknowledge that it is in their mutual interest that to the extent possible decisions concerning Force Majeure shall be directed towards the continued operation of the Contract for the full duration of the term as provided in this Contract.

**ARTICLE X
TRANSFER UPON EARLY TERMINATION OR EXPIRY**

Section X. 01 Transfer upon Early Termination or Expiry

- a. Upon early termination or expiry of this Contract in accordance with the terms and conditions set out herein, the Operator shall immediately cease to enjoy rights under the Contract agreement and shall remove all the workforce and sublet-ties / agents engaged in operation of Contract immediately on the date on which the termination or expiry takes effect and clear the site for NHA or duly nominated representative within ten (10) days thereof, in a properly maintained & operational condition.
- b. The Employer shall inspect the Contract site and assets thereon including all the civil works, installations, equipment and facilities and shall issue an inventory to Operator specifying the condition of the assets thereon and whether the Operator has failed to abide by any of its obligations under the Contract.
- c. Upon early termination or expiry of this Contract, the rights and

Bidder



NHA

entitlements of Operator pursuant to this Contract shall revert to, vest in or remain vested in the Employer, as the case may be.

- d. Operator shall ensure that the Contract site and other assets under the agreement upon the date of early termination or expiry are free of all encumbrances.
- e. Notwithstanding any dispute between the parties or any claim against NHA, the Operator shall handover peaceful possession of the Contract site and other assets thereon to NHA in accordance with the terms and conditions as set out in this Contract.
- f. Any dispute between the parties or any claims of the Operator against NHA shall not in any case entitle the Operator to refuse or delay the transfer of these assets to NHA. Failure by the Operator to do so in accordance with the terms and conditions of this Contract shall be treated as encroachment and unauthorized occupation / obstruction by the Operator and may be dealt with by NHA under Section 12 of the National Highway Authority Act, 1991 as amended in 2001.

ARTICLE XI RESOLUTION OF DISPUTES

If any dispute or difference of any kind whatsoever arises between the Operator and NHA in connection with or arising out of the Contract or performance of the obligations whether during the progress of the obligations or after its completion or after its termination, abandonment or breach of the Contract, it shall in the first place be referred within 10 days of such grievance or difference to:

- I. The Employer's representative General Manager (Maint) KP shall be served with a notice containing the cause of action, mentioning facts of the case and relief sought. The General Manager (Maint) KP shall decide the dispute within twenty-eight (28) days of the receipt of such notice or any extended period with the mutual consent of parties.
- II. If the Operator is dissatisfied with the decision of the General Manager (Maint) KP or if the decision of the General Manager (Maint) KP is not forthcoming within the stipulated or extended period, the Operator may within two (02) weeks from the receipt of the decision of the General Manager (Maint) KP or expiry of twenty-eight days, refer the matter to the Member (Finance) along with the cause of action, mentioning facts of the case and relief sought. The Member (Finance) will act as an adjudicator and shall decide the matter within twenty-eight (28) days from the date of submission or any extended period with the mutual consent of parties.
- III. The Operator, if dissatisfied with the decision of the adjudicator shall have the right to serve Notice for Intention to commence litigation within twenty-eight (28) days of receipt of the final adjudicator's decision. Place of litigation shall be at Islamabad.

Provided however, that the parties shall have the right for resolution of disputes amicably within fifty-six (56) days of service of Notice for Intention to commence litigation and the litigation may be commenced at instance of either party.

Bidder



A handwritten signature in blue ink, appearing to be 'A. Khan'.

NHA

**ARTICLE XII
MISCELLANEOUS**

Section XII. 01 Variations in Writing

This Contract may be varied or amended only by the mutual consent of the parties. All such variations and amendments shall be binding only if they are in writing and are signed by duly authorized representatives of the parties. Any addition or deletion of obligations, rights or business will be affected in the form of a variation order (VO) to the Contract.

Section XII. 02 Waivers

- a. No waiver by either party of any default by the other in the performance of any of the provisions of this Contract shall operate or be construed as a waiver of any other or further default whether of a like or different character.
- b. The failure by either party to insist on any occasion upon the performance of the terms and conditions and provisions of this Contract or time or other indulgence granted by one party to the other shall not thereby act as a waiver of such breach or acceptance of any variation.

Section XII. 03 Insurance Coverage from 'AA' Rated Insurance Companies.

- a. The Operator shall obtain and maintain during the currency of Contract, insurance for all assets established under Contract or handed over to Operator for performing services under this Contract against loss & damage due to any reason for a sum sufficient to provide for their replacement on site.
- b. Operator shall obtain and maintain comprehensive health insurance for its entire staff working on Contract site.
- c. Operator shall maintain during the currency of Contract, insurance for all its employees working on Contract Site against injury or death having a minimum coverage of Rs. 500,000/- in case of death and Rs. 200,000/- for each case of injury/disability with unlimited number of incidents.
- d. The premium for such insurances shall be paid by the Operator.

Section XII. 04 Compliance with Government Rules and Regulations

The Operator shall during the term of this Contract will strictly comply with all laws, polices, guidelines, rules and regulations now existing or hereafter promulgated by the Government of Pakistan and/or NHA. All policies, guidelines, rules and regulations and all applicable laws shall be read into and made integral parts of this Contract.

Section XII. 05 Headings; Grammatical Usage; Names

Words in the singular number are deemed to include the plural when the sense requires and the plural shall similarly include the singular. Where the government agencies are named, the name used is deemed to include any successor agency in the event the name is changed or the relevant functions are transferred.

Section XII. 06 Non-Relief from Accrued Liability

The termination of this Contract shall not relieve either party of any liability that may have already accrued pursuant to the terms of this Contract.

Section XII. 07 Applicable Law

This Contract shall be governed by and construed in accordance with the Laws of Pakistan.

Section XII. 08 Limit of Rights

The rights given under this Contract to the Operator in respect of the land made available to it do not confer upon the Operator any proprietary right, title or interest over such land.

**ARTICLE XIII
PARKING FEE COLLECTION AND TRAFFIC**

Section XIII.01 Parking Fee Collection by the Contractor/Operator

Subject to the provisions of this Agreement, the NHA hereby authorizes the Contractor to levy, demand and collect parking fee from the users of the Bus Bay and to deposit guaranteed revenue in NHA Road Maintenance Account on quarterly basis in accordance with this Agreement.

Section XIII.02 Parking Fee Policy

- a. Subject to the terms and conditions of this Agreement the Base Year parking fee, for the categories of vehicle to be permitted to use the Bus Bay is as under:

Sr. No	Vehicle Category	Rates (Rs.)
A	All kind of cars (Taxi) and Rickshaws.	10
B	Wagon upto 12 seats, Pickup all types modified to carry passengers (Toyota Hilux single/double Cabin), Milk trucks T-3000 and equivalent.	30
C	Wagon 13-24 seats, Coaster and Mini Bus built on T-3500 Mazda chassis (upto 24 seats) and Mini Truck/Tanker built on T-3500 Mazda Chassis and equivalent.	50
D	Buses (more than 25 seats).	100

- b. The Contractor can't at its own discretion, set parking fees in any year at levels lower or higher than this maximum rate provided.
- c. All rates approved by NHA must be displayed at each bus bay. No overcharging of any sort will be allowed. In case complaint of overcharging is lodged by commuter/facility users or NHA representatives and it is proved that overcharging has been done, the contractor will be blacklisted and performance securities may also be forfeited or as decided by NHA.

Section XIII.03 NO GUARANTEE OF TRAFFIC, REVENUE

Nothing contained herein or in any other document shall be construed as providing any guarantee by the NHA of traffic flows or revenue levels.

FORM OF ENVELOPE LABEL

ORIGINAL BID + 01 COPY

WARNING: DO NOT OPEN BEFORE: _____

Bid Title: _____

Package: _____

Bid Opening Date: _____

To:

General Manager (Maint.) KP
NHA Complex Chamkani
Peshawar

From:

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

CONTRACT FOR NET GUARANTEED REVENUE BASIS FOR

**OPERATION, MANAGEMENT AND MAINTENANCE OF BUS BAYS WITH
PROVISION OF PUBLIC FACILITIES**

THIS CONTRACT AGREEMENT (hereinafter called “the Agreement”) made on _____ day of 2021 between National Highway Authority (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Operator”) of the other part.

WHEREAS the Employer desires that the operation, management and maintenance of bus bays with provision of public facilities on quarterly advance net guaranteed revenue basis shall be performed by the Operator for the period from effective date of Commencement till its successful expiry or termination and has accepted Operator’s bid on quarterly advance net guaranteed revenue basis amounting to Rs. _____ (Rupees in words) per month which is Rs. _____ (Rupees in words) per annum for the first year after the expiry of the grace period.

NOW THIS CONTRACT AGREEMENT witnessed as follows:

1. In this Contract agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract agreement, viz:
 - I. Letter of Commencement
 - II. Contract Agreement
 - III. Letter of Acceptance
 - IV. General Conditions of Contract: (Clauses 1 to 28)
 - V. Qualification Criteria
 - VI. Terms & Conditions of Contract: (Articles I to XIII)
 - VII. Addendums and Corrigendum(s)/Erratum(s) to RFP, *if any*
 - VIII. Sample Forms
 - IX. Annexures
 - X. Financial Bid Form
3. Under this Contract agreement, the Operator shall perform all of the tasks/services as elaborated/mentioned in Request for Proposal.
4. In consideration of the mutual covenants, conditions, representations and warranties the parties hereto agree to fulfill the respective obligations in accordance with the provisions of the Contract agreement.
5. In consideration of the rights of business conferred by the Employer on the Operator in accordance with the Contract agreement, the Operator hereby covenants with the Employer to deposit Demand Draft in favor of “National Highway Authority, Road Maintenance Account” for the agreed quarterly advance net guaranteed revenue and to provide the services in conformity in all respects with provisions of the Contract agreement.

IN WITNESS whereof the parties hereto have caused this Contract agreement to be executed in the day and year first above written.

Signature of the Operator

(Stamp)

Signature of Employer

(Stamp)

Signed, Stamped and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

SPECIMEN FORM FOR UNDERTAKING ON STAMP PAPER WORTH

Rs. 100/-

(Duly attested by Oath Commissioner/Notary Public)

UNDERTAKING

I, **(Name)**_____ S/O **(Name)** _ Resident of **(address)**_____, do hereby solemnly affirm and declare as under:

- 1) That, I am the **(Designation)** of M/s_____, registered under the prevalent laws of Pakistan, situated at **(office address)**.
- 2) That our organization is not convicted by any Court of Law in Pakistan as well as we have **no litigation** ongoing with NHA and any other Government Department(s).
- 3) That our organization is not **blacklisted/debarred** by NHA, any Government/Semi Government or any autonomous body(ies) in Pakistan.
- 4) We also certify that our organization is not defaulter of NHA as well as any other Government Department.

That all the contents of this undertaking are true and correct to the best of my knowledge and belief and nothing has been concealed thereof.

Deponent Signatures

Name:_____

CNIC No: _____

Designation: _____

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE OPERATOR, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. _____ Dated ____ Contract Value: _____

Contract Title: _____

..... [name of Operator] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Operator] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Operator] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Operator] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Operator] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Operator] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Employer:[Seal]

Name of Operator[Seal]

Signature:

Signature:

VI. FINANCIAL BID FORM

THE BID

FOR THE CONTRACT REGARDING

**“OPERATION, MANAGEMENT AND MAINTENANCE OF BUS BAYSWITH
PROVISION OF PUBLIC FACILITIES”**

_____Bus Bay

Amount of Net Guaranteed Revenue to NHA

Amount of Net Guaranteed Revenue		
Description	In Figure	
	Per Month (A)	Per Year (1st) (B=Ax12)
Advance quarterly net guaranteed revenue for Operation, Management and Maintenance of Bus Bays with Provision of Public Facilities		
Net guaranteed revenue per month(in words)		

The guaranteed revenue shall be increased cumulatively @ 10% each year subsequently.

Guaranteed revenue shall be deposited on advance quarterly basis by the Operator by 5th of respective month of that quarter in favor of **“National Highway Authority, Road Maintenance Account, Islamabad” in the formof demand draft.**

In addition to net guaranteed revenue, payment of all applicable taxes shallbe the responsibility of bidder and the same is required to be deposited as per prevailing income tax laws of Pakistan.

After completion of the Contract, the Operator shall handover all the established/constructed facilities/amenities to NHA without any claim to cost and expenses.

(Signature of Bidder)

(Name, CNIC No. and Stamp of the Bidder)
(Address:_____)