



NATIONAL HIGHWAY AUTHORITY

Ministry of Communications
Government of Pakistan



BIDDING DOCUMENT

FOR

**OPERATION, MANAGEMENT &
MAINTENANCE OF ALREADY ESTABLISHED
REST AREAS**

ON

**LAHORE-ABDUL HAKEEM MOTORWAY M-3
AND PINDI BHATTIAN-FAISALABAD-MULTAN
MOTORWAY M-4**

ON

**ADVANCE NET GUARANTEED REVENUE
BASIS**

Issued to: _____

Instructions to Bidders (ITB)
Clauses (1 to 27)

NATIONAL HIGHWAY AUTHORITY
(Rev-RoW /FR-HB Section - Finance Wing)
27, 28-Mauve Area, G-9/1, Islamabad

To: ALL INTERESTED BIDDERS

Subject: CONTRACTS FOR OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS' ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS

INSTRUCTIONS TO BIDDERS (ITB) (Clauses 1 to 27)

Introduction

National Highway Authority (NHA) intends to offer interested bidders having relevant experience and strong financial worth, contracts for **Operation, Management & Maintenance (OM&M) of already established Rest Areas' (North & South Bounds)**, in terms of **Advanced Quarterly Net Guaranteed Revenue** basis, which the Operator(s) shall pay to the Employer in consideration of the right to utilize NHA's property/asset (medium for business) through competitive bidding. The operator(s) shall operate, manage & maintain the permissible Rest Areas at its own cost.

The operator(s) shall maintain, upkeep and beautify all the premises of awarded site {Rest Area(s)} at its own cost and expense except for the excluded buildings detailed in the following table: -

Sr.	Rest Areas	Chainage
i	Darkhana	KM-941 (North & South Bound) M-3
ii.	Bucheki	KM-1082 (North & South Bound) M-3
iii.	Makhdumpur	KM-70 (North & South Bound) M-4
iv.	Shorkot	KM-128 (North & South Bound) M-4
v	Gojra	KM-168 (North & South Bound) M-4

The layouts of the rest areas of M-3 is attached at **Annex-A** and **Annex-B** for rest areas of M-4. The given details of already established buildings are for reference purposes only and the interested bidders are advised to examine the sites themselves for preparing their bids accordingly.

The detailed /brief in respect of ITB and its clauses i.e. 1 to 27, Scope of Contract, Obligations and Covenants, Sample forms, etc. are given in this bidding document.

Bidders are hereby invited to submit their bid(s) for the aforementioned contracts of Rest Areas'.

1. General Conditions of Contract (GCC): -

- 1.1 Bidding is open to all interested Bidder(s) with the following basic criteria:
- a. PEC registered companies'/partnership firms/sole proprietors, falling in operator category of minimum O-3 or above shall be eligible. Moreover, any individual/firm/company can also participate in bidding by forming a JV with a PEC licensed firm having minimum O-3 Category or above. Any company or individual other than/less than O-3 cannot be a partner in any JV.
 - b. The interested bidder(s) should not be a blacklisted entity or debarred from NHA or from any of the government department(s) of Pakistan in any case/matter. In this regard, the prospective bidder(s) shall submit undertaking on stamp paper to NHA that the firm is not blacklisted/debarred.
- 1.2 The Operator shall operate, manage and maintain the permissible rest area site at its own cost. Enlistment of buildings along with their dimensions and purpose are given in the attached annexures. 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.
- 1.3 **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, cumulatively.
- 1.4 The Operator shall operate, manage and maintain the existing permissible building(s). If deemed necessary/required by the Employer, prior written permission and approval of construction as well as design of new construction by the employer is mandatory. In case of necessity/urgency/any change in policy or special directions/instructions by Government of Pakistan, the same shall be allowed subject to the written approval of the Employer i.e., NHA.
- 1.5 Detailed maps consisting of dimensions of buildings and their allocation/purposes are attached at relevant annexures. The Operator shall also provide maintenance, utilities and cost for the utilities for all the permissible amenities. The procurement is for renting out NHA's assets; therefore, Inventory of Assets will be prepared by General Manager (Region/Project) along with Project Director/Deputy Director (Maintenance) concerned and shall be signed jointly at the time of handing over/taking over. The said inventory shall become part of this bidding document. The Operator shall be bound to hand over assets as per inventory at expiry or termination of the Contract to the satisfaction of employer. Inventory list should be attached.
- 1.6 **Grace Period: For mobilization and renovation purposes, grace period of one (01) month from the date mentioned in the letter of**

commencement shall be allowed to the Operator. The net guaranteed revenue will not be applicable during the grace period and on completion of grace period payment shall become due to NHA by the Operator.

- 1.7 The contract period shall be five (05) years for the Rest Areas from the date mentioned in the letter of commencement.
- 1.8 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 these into account in preparing their bid.
- 1.9 The interested bidder(s) are advised to visit and examine the site (as defined in Section I.02 of Article I) and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into contract. The bidder(s) shall be deemed to have checked the traffic volume, condition of the premises and prepare its bid accordingly; no claim(s) whatsoever in this regard shall be entertained thereafter. All costs in this respect shall be at the bidder's expense.
- 1.10 Sub-letting of any facility(ies) by the Operator shall be allowed with the prior approval/permission of the Employer.
- 1.11 The Operator shall be responsible for resolving all the issues which arise between the Operator and any local authority(ies) during the currency of the contract at its own risk & cost and shall indemnify NHA from all legal recourses.
- 1.12 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 may be considered unacceptable.**
- 1.13 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 complete in terms of the requirements of the Bidding Document will be rejected.
- 1.14 If there arises any discrepancy between bid amount quoted in words & figures, the amount quoted in words will prevail.
- 1.15 The Operator shall have a valid PEC license throughout the contact period and shall submit it on annual basis.

2. Single Stage Two Envelope System of Tendering/Bidding

- 2.1 The Employer has adopted Single Stage Two Envelope procurement procedure for this bidding in accordance with the PPRA Rule 36 (b).
- 2.2 The NHA will separately evaluate all Technical and Financial bids; therefore, Bidders are required to submit their Technical and Financial bids in two separately sealed "envelopes."
- 2.3 The NHA requires the first envelope, marked TECHNICAL BID, to contain the original and a set of copy (soft & hard) of the Bidder's technical bid. The NHA requires the second envelope, marked FINANCIAL BID, to contain the original and a set of copy (soft & hard) of the Bidder's financial bid. Bidders are cautioned to ensure that their Technical and Financial bids are contained in separately sealed envelopes clearly marked as indicated above. The NHA requires Bidders to submit the separately sealed envelopes in one bound package.
- 2.4 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 & writing new.
- 2.5 NHA will receive Technical & Financial Bids and will open the technical bids on the same day in the presence of all bidders/authorized representatives. The NHA will evaluate the technical bids and the financial bids of only technically qualified bidders shall be opened and announced. The financial bids of non-technically qualified bidders will be returned unopened.

3. Clarifications & Correspondence

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

Office of the Director (FR/HB)

National Highway Authority

27-28 Mauve Area, Sector G-9/1

Muhammad Tufail Niazi Road, Islamabad

Phone: +92-51-9032907, Email: adrevenue@nha.gov.pk

- 3.2 Employer will examine the request for clarification of the Bidding Documents, if received not later than six (06) days prior to the deadline for the submission of bids or during the Pre-Bid meeting, and will issue a clarification 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.
- 3.3 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 document by issuing an addendum or corrigendum.

- 3.4 Any addendum or corrigendum thus issued shall become the integral part of this Bidding Documents.
- 3.5 To accord prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids.
- 3.6 Moreover, the Employer may also seek clarification through writing for any item(s) in the bid.
- 3.7 Name and address of the Employer is: -

National Highway Authority

27-28 Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

- 3.8 The authorized representative of the Employer is;

General Manager (Rev-RoW)

National Highway Authority
27-28 Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

4. One Bid per Bidder

- 4.1 Each bidder shall submit only one bid against each rest area either individually or as a partner in a joint venture otherwise bids submitted will not be considered for evaluation and award.
- 4.2 In case of joint venture, the bids should clearly state the name / title of lead partner as well as profit and loss sharing ratio. Partners will be “jointly and severally” responsible for performance under the Contract and lead partner will be “solely” responsible for all dealings with the Employer on behalf of the joint venture with undivided responsibility. The agreement of joint venture and Special Power of Attorney must be registered in the office of the Sub-Registrar.

5. Let Bidders Be Mindful

- 5.1 Prospective bidder are 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 be 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.

- (b) Payment of all such applicable taxes and their increase and decrease is the sole responsibility of the operator.

6. Local Conditions

Bidder(s) must verify and supplement through its own investigations all necessary information about on-site conditions, traffic volumes and surrounding dynamics etc. for the purposes of filling and submitting bid and entering into the contract. No claim in this connection or arising out of these conditions will be entertained during or after the completion of contract period.

7. Pre-Bid Meeting

- 7.1 Prospective Bidders are invited, and strongly encouraged to attend a pre-bid meeting organized by the NHA.
- 7.2 Prior to the pre-bid meeting, bidders are invited to submit written questions concerning the contract requirements, with regards to this bidding document or other related matters pertinent to the contract.
- 7.3 All such questions should be submitted to General Manager (Rev-RoW), NHA, within six (06) working days of the issuance of this bidding document.
- 7.4 The NHA will conduct the pre-bid meeting, record all questions, both written and verbal, enquired by bidders, record all answers provided thereto, and provide written minutes for pre-bid meeting. Also, if required, any addendum / corrigendum to bidding documents will be issued.
- 7.5 The NHA will not, during the pre-bid meeting, modify any material aspect or any provision with regards to this bidding document unless such modification is made as a written addendum thereto prepared by the NHA and disseminated to all bidders.
- 7.6 Schedule for **Pre-Bid Meeting**: -

Date & Time: **Thursday, 19th January, 2023 at 11:30 hrs.**

Venue: **NHA Auditorium, Old Building**
27-28 Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

8. Bid Validity

- 8.1 Bids shall remain valid for the period of One Hundred and Twenty (120) days after the date of technical Bid opening.
- 8.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of

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

9. Bid Security

- 9.1 Each bidder shall furnish, as part of its Technical Bid, a Bid Security in PKR of an amount of Rs. 1,000,000/- (One million rupees only). In case of submission of bids against more than one rest area, separate bid security is required to be submitted along each bid.
- 9.2 The Bid Security shall be in the form of Bank Draft or a Pay Order issued by a Scheduled Bank in Pakistan in favor of “National Highway Authority, Road Maintenance Account, Islamabad” valid for the total period of (148) i.e. one hundred forty-eight days beyond the bid validity date.
- 9.3 The Bid Security is required to protect the Employer against the risk of bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 9.8, hereof.
- 9.4 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, hereof.
- 9.5 Any amount of Bid Security which is lying with the Employer for any previous bidding processes shall not be considered for this bidding.
- 9.6 The bid security of all participating bidders will be returned as promptly as possible except of the highest bidder, which will be returned upon award of contract to the successful bidder under Clause 22, or on the expiry of validity of Bid Security under Clause 8, whichever is earlier subject to rights of parties.
- 9.7 The Bid Security of the highest bidder will be returned when the bidder has furnished the required Performance Security and Revenue Security and signed the Contract Agreement, pursuant to Clause 9.6.
- 9.8 The Bid Security may be forfeited:
- (a) 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 the case of an Operator, if fails to:
 - i. furnish the pre-requisites in accordance with the Letter of Acceptance (LoA); or
 - ii. does not sign the Contract Agreement.
- 9.9 In case of forgery, involvement in fraudulent activity(ies) or any misrepresentation/concealment made by the bidder while submitting the

bid to NHA, the same shall lead towards forfeiture of bid security along with penalties such as debarring and blacklisting.

10. Documents Comprising of Bid

10.1 The bid to be submitted by the interested bidder shall be legible and comprise the following documents:

a. **Envelope-A** (Technical Bid)

- ✓ Certificate confirming the receipt as per clause 26,
- ✓ Valid PEC license of Operators minimum category O-3, or above,
- ✓ Valid Active Tax Payer status and tax returns.
- ✓ In case of JV, the registered agreement by the office of Sub-Registrar,
- ✓ Annual Audited Financial Statements
- ✓ Relevant Operation, Management & Maintenance experience,
- ✓ General Operation, Management & Maintenance experience,
- ✓ Bid security,
- ✓ Undertaking on stamp paper to NHA that the firm is not blacklisted/debarred.
- ✓ All other documents required for technical evaluation/qualification mentioned as per evaluation factors/qualification criteria given in this bidding documents.

b. **Envelope-B** (Financial Bid)

- ✓ Financial bid

10.2 Both of the above envelopes should be sealed separately and marked clearly as “**Technical Bid**” the first envelope and the “**Financial Bid**” the second envelope as under:

- | | | | |
|---------------|---|--------------------------------|-----------------|
| a. Envelope-A | - | 01 Original + 01 Copy | (Sealed) |
| b. Envelope-B | - | 01 Original + 01 Copy | (Sealed) |
| c. Bid | - | Envelope-A + Envelope-B | (Sealed) |

10.3 In case of submitting bids against more than one rest area, the prospective bidder(s) is/are required to submit separate bid for each rest area.

11. Format and Signing of Bid

11.1 All bid documents including Bid Form and Integrity Pact are to be properly completed, signed and stamped by the interested bidder.

11.2 No alteration can be made in the Bid Form except filling up the blanks as directed. If any correction is required anywhere in the Bid, it should be done so by crossing out the old statement and any writing up of a new statement should be signed, otherwise, the Bid may be rejected as being non-responsive.

- 11.3 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 to act on behalf of the bidder. All pages of the Bid shall be initialed and stamped by the person or persons signing the Bid.
- 11.4 Bidders shall indicate in the space provided in the Bid Form their complete addresses at which notices may be legally served and to which all correspondence in connection to their bids and the contract could be made.
- 11.5 Bidders should retain a copy of the bidding documents for the purpose of record.

12. Submission of Bids

- 12.1 Each bidder shall submit the Bid as under: -
- a. Technical and Financial Bid shall be put in separate sealed envelopes and marked as such.
 - b. Further, the envelopes containing Technical Bid and Financial Bid will be put in one sealed envelope and addressed/identified as given in Sub-Clause 10, hereof.
- 12.2 The Bidder shall paste the duly filled in Form on the inner and outer envelopes as per given sample including;
- a. Be addressed to the Employer at the address given in this Bidding Documents.
 - b. Must bear the Contract name and date of opening of Bid.
 - c. Should provide a warning not to open before the scheduled date and time for the Bid opening.
- 12.3 The Bid shall be delivered in person or sent to Employer by registered mail at the address given in this bidding documents.
- 12.4 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 un-opened in case it is declared "late".
- 12.5 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.
- 12.6
- a) Bids must be received by the Employer at the address and date specified in Sub-Clause 12.10 and 12.11 hereunder.
 - b) Bids with postal 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.

- 12.7 NHA shall receive and keep secure all Bids submitted before the date and time specified for Bids closing.
- 12.8 The Employer may at its discretion, extend the deadline for submission of Bids by issuing an addendum or corrigendum in such case all rights and obligations of the Employer and the Bidders previously subject to the original deadline will thereafter be extended accordingly.
- 12.9 Schedule for **Bids Submission & Opening of Technical Bid:**
- Date & Time (Submission) : **Tuesday, 31st January, 2023 at 11:00 hrs**
Date & Time (Opening) : **Tuesday, 31st January, 2023 at 11:30 hrs**
- 12.10 The venue for submission of Bids:

NHA Auditorium, Old Building
27-28 Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

13. Language

All Bids shall be prepared in English language.

14. Late Bids

- a. Any Bid received by the Employer after the deadline for submission of Bids shall be returned un-opened.
- 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 Bids at the proper place and time. It shall be the bidder's responsibility to determine the mode in which timely delivery of Bids will be ensured either in person, by messenger or by post.

15. Bid Submission & Opening

- 15.1 A committee consisting of nominated members notified by the Employer will receive both Technical and Financial Bids and will open the Technical Bid in the presence of bidders or their authorized representatives who choose to attend, at the date, time and location advertised in Invitation for Bid on the same date and time.
- 15.2 The bidders or their authorized representatives who will attend the Bid submission and opening meeting shall sign in a register as an evidence for their participation.
- 15.3 The evaluation committee will evaluate the Technical Bids in the light of qualification criteria mentioned in the bidding documents and will inform about the results to all the participants. Subsequently, Financial Bid of only technically qualified bidders will be opened and announced

at the scheduled date and time which will be communicated, accordingly as per Clause 17.3.

- 15.4 The Bidder's name, bid amount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the Bid opening.

16. Determination of Responsiveness of Bids

- 16.1 Prior to the detailed evaluation of Bids,

- (a) The Employer will examine the Bids to determine whether;
- i. the Bid is complete and does not deviate from the Scope of Contract as included in the bidding documents,
 - ii. required security has been furnished,
 - iii. the documents have been properly signed/stamped,
 - iv. the Bid is valid for the stipulated period,
 - v. the quoted Bid price shall remain constant during the currency of Contract,
 - vi. the documents comprising Bid are in order, as specified in Clause 10.
- (b) A bid is non-responsive, if;
- i. if form of bid is not signed & stamped with clear name,
 - ii. its validity is less than the specified period,
 - iii. it is not accompanied by proper bid security,
 - iv. it is materially and substantially different from the Conditions/Specifications of the bidding document.

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

17. Evaluation of Bids

- 17.1 NHA intends to facilitate and sustain an environment of competitiveness, transparency and fairness system in the procurement process.

- 17.2 Bidders representatives who are present shall sign a register evidencing their attendance. 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.

- 17.3 Financial Bids of only the responsive Bidder(s) who have fulfilled the criteria mentioned in Clause 1.1 and Clause 10 will be opened, announced and put to comparison process. The Financial Bids of non-responsive Bidder(s) shall be rejected and returned un-opened.

- 17.4 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 tender must do so in writing at the NHA's address noted above in clause 3.8.

18. Confidentiality

- 18.1 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.
- 18.2 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 Bid and forfeiture of 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 Bidder who has submitted a Bid, the grounds for its rejection of Bids and as such is not required to justify the grounds for rejection.
- iii. Notice of rejection of Bids shall be given promptly to 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 responsive to the bidding document, declared as technically qualified and who has offered the highest Bid price (net guaranteed revenue) and will fulfill all the pre-requisites as per Letter of Acceptance.

21. Security Deposits

- 21.1 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 deposit to the Employer within a period of fifteen (15) days in the forms and the amounts stipulated below, failing to 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 stamp papers of worth Rs. 1200/- for signing of agreement.

a. Performance Security:

Performance security equal to 10% of the first Annual Bid value. The performance security should be in the form of a Pay

Order/Demand Draft in favor of “National Highway Authority,
Road Maintenance Account, Islamabad”.

b. **Revenue Security:**

The revenue security shall be equivalent to six (06) months net guaranteed revenue, offered by the highest Bidder. The revenue security should be in the form of a Pay Order/Demand Draft in favor of the “National Highway Authority, Road Maintenance Account, Islamabad”.

21.2 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. Signing of Contract

22.1 After furnishing the pre-requisites in accordance with the Letter of Acceptance, the highest bidder shall be bound to attend the office of the General Manager (Rev-RoW) as and when called for signing of the Contract Agreement.

22.2 The formal contract agreement between the Employer and the highest Bidder shall be executed on signing of the contract agreement by the parties.

23. Notification of Award and Issuance of Letter of Commencement

23.1 The highest bidder will become the successful bidder upon signing of formal contract agreement by both parties.

23.2 After signing of formal contract agreement by the parties, an Award letter will be issued to the successful bidder whereby he shall approach the GM concerned for handing over/taking over of the site in accordance with the provisions of the contract agreement. Letter of Commencement shall be issued immediately once the handing over/taking over has been done.

24. Due Diligence

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

24.2 Bidders must adhere to the contract site, location, local conditions, geographical & environmental impacts as well as the site boundary limitations. No claims whatsoever will be entertained in this regard.

25. Integrity Pact

The operator shall sign and stamp the Integrity Pact sample provided hereof. Failure to provide signed and stamped Integrity Pact shall make the bid non-compliant.

26. Confirmation of Receipt

Confirmation to the effect that the bidder has fully read and understands all the instructions contained in the bid documents and received all the correspondence as prescribed in this Bidding document and certificate in this regard must be attached alongwith the bid. The authorized representative of Employer for correspondence/ communication is: -

General Manager (Rev-RoW)

National Highway Authority
27-28 Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

27. The bidding document consists of followings: -

- i. Instructions to Bidders (ITB) (Clauses 1 to 27),
- ii. Qualification criteria,
- iii. Terms & Conditions of Contract - Articles I to XII,
- iv. Addendum / Corrigendum to the bidding documents, if any,
- v. Sample Forms,
- vi. Annexures,
- vii. Financial Bid/Bid Form.

II. QUALIFICATION CRITERIA

II. TECHNICAL EVALUATION/QUALIFICATION CRITERIA.

Sr.	Evaluation Factors/Qualification Criteria	Score
A.	Bidder's Organizational Setup <ul style="list-style-type: none"> ▪ Private Limited Company ▪ Sole Proprietor or Firm 	10 05
B.	OM&M Experience i.e.: <ul style="list-style-type: none"> ▪ OM&M of Service or Rest Area(s) ▪ OM&M of toll Plazas and allied facilities ▪ OM&M of Restaurants/ Tuck Shops/ Cafeteria/ Canteens 	20 10 05
C.	Misc. OM&M Experience: <ul style="list-style-type: none"> ▪ OM&M of Security & Janitorial services ▪ OM&M of Hotel 	05 05
D.	Duration of Relevant Experience: Two years' experience: 4 marks Three Years' experience: 6 Marks Four Years' experience: 8 Marks Five Years' or more experience: 10 marks <ul style="list-style-type: none"> • Bidders scoring zero marks/having less than two years' experience shall stand disqualified 	10
E.	Financial worth {financial position for the last three (03) years}. <ul style="list-style-type: none"> ▪ Average annual turnover > 300 Million ▪ Average annual turnover > 200 Million ▪ Average annual turnover > 50 Million <p>Note: Bidder having less than 50 Millions' annual turnover will stand dis-qualified.</p>	10 06 03
F.	Financial statements (in accordance with International Accounting Standards IAS-1).	05
G.	Audited reports from ICAP registered audit firm (in accordance with International Auditing Standards ISA-700). <i>Note: Audited reports must be supported with bank statements, tax returns and experiences.</i>	05
H.	Operations & management procedures and systems/Methodology to execute the works.	15
Total:		100

Note:

- The minimum qualifying marks are sixty (60).
- Financial bids of only technically qualified bidders will be opened and announced, the remaining will be returned un-opened.
- If two or more higher/highest bidders quote equal Financial Bid, then the

BIDDER

NHA

technically qualified higher/highest bidder will be declared successful.

- Qualification of the Bidder on the basis of above-mentioned criterion shall be the sole discretion of the Employer (NHA) and no Bidder in any way can challenge the scrutiny/scoring of their bids.
- The Employer reserves the right to accept or reject any or all the bids.

III. Terms & Conditions of Contract **(T&CoC)**

(Parts I to XII)

PART - I
TERM OF THE CONTRACT AND CONTRACT SITE

Clause I. 01 Term

- a) The term of the contract will be five (05) years (*inclusive of grace period*) from the effective date.
- b) The effective date of contract shall be the date mentioned/ specified in the Letter of Commencement issued by the Employer.

Clause I. 02 Contract Site

- (a) Operator shall render the services solely within the Contract Site, as defined under sub-paragraph (b) and in accordance with the Clause 1.4 & 1.5 of GCC. For the purposes of this contract, the operator shall have no rights or obligations beyond the geographical limits of the Permissible Site.
- (b) The rest area offered to the operator by NHA pursuant to this contract shall be at respective site as mentioned in ITB on Advance Net Guaranteed Revenue Basis for Operation, Management & Maintenance. The Operator shall operate, manage and maintain the permissible rest area at its own cost. On completion of contract period, the Operator shall handover all of the amenities/installations to NHA without any claim to cost. Exact parameters of the area rented out to the Operator pursuant to this Contract ("Contract Site") are as per attached annexures pursuant to Clause 1.2 to 1.5 of GCC.

Clause I. 03 Definitions:

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. **"Contract"** means the Contract for Net Guaranteed Revenue and, Conditions of the Contract and its all addendum, corrigendum and Appendices.
- c. **"Contract Revenue"** means the advance quarterly net guaranteed Revenue 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 or any officer authorized on his behalf.

- f. **“Employer’s Representative”** means General Manager (RoW-Rev) NHA-HQ, Islamabad or any other person nominated in writing by the Employer from time to time.
- g. **“Letter of Acceptance”** after opening of financial bids, the notification by the Employer for informing the highest bidder that the bid has been accepted and requiring pre-requisites for executing the agreement.
- h. **“Letter of Commencement”** is a letter containing the term of agreement, date and time for mobilizing on Contract site.
- i. **“ITB”** means Instructions to Bidder.
- j. **“Operator”** means the Operations, Management & Maintenance Operator running the contract in accordance with the terms and conditions of the contract and the scope of contract.
- k. **“Party”** means the Employer or the operator who is signatory of the agreement as the case may be, and Parties means both of them.
- l. **“Permissible site”** means all the established buildings allowed by the Employer for this contract regarding use or renting out purposes. The open spaces of rest area are out of purview of the operator except for repair & maintenance, up keeping, beautification through plantation of trees & flowers and cleaning and sweeping. The operator should have no right or claim on it for commercializing or revenue generation purposes unless/until allowed by NHA in writing.
- m. **“Qualified Bidder”** means the prospective bidder who fulfills the criteria as per Clause 1.1 of ITB and qualification criteria/table given above.
- n. **“Revenue Security”** means the amount equal to six (06) months net guaranteed revenue as required in clause 21.1 (b) of ITB, which shall be deposited by the Operator to the Employer against security deposit.
- o. **“RoW”** means Right of Way, inclusive of all the ancillary land and facilities owned by NHA for usage by commuters.
- p. **“Scope of the Contract”** means provision of Operations and Management of facilities in accordance with the terms & conditions set in by this bidding document.
- q. **“Services”** means services required to be rendered by the Operator in accordance with provisions of the Contract.
- r. **“Site Location”** means the Rest Area mentioned in ITB offered for Operation, Management and Maintenance contract.

Clause I. 04 Notices:

All notices under this contract will be given in writing and will be deemed to have been served if delivered by registered post or courier services at the specific designation/addresses of the parties as set forth in this Contract. In case, a post has been dispatched on a valid address and is in course of transmission. If 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 (Rev-Row)

National Highway Authority
27-28- Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad
Phone: +92-51-9032-907

PART - II

SCOPE OF CONTRACT AND OBLIGATIONS OF THE PARTIES

Clause II. 01 Scope of Contract

NHA hereby grants to the operator subject to the terms and conditions of this contract to operate, manage and maintain rest area along with provision of other ancillary services, as enumerated under Section II. 02 (“Services”), with respect to this Operation, Management & Maintenance contract.

Clause II. 02 Obligations and Covenants of the Operator:

I. The obligations of the Operator:

- a. The operator shall execute of the work plan, including interior designing of the restaurant at its own cost and expense; provided that pursuant to clause 1.4 of ITB the Operator shall not make any additions, alterations and/or modifications of approved plan, either temporary or permanent, in or around the Contract Site without the written consent of NHA.
- b. The Operator shall provide new carpets, curtains in the masjid and maintain/replace when needed, during the contract period. Moreover, operator is bound to arrange Imam, Moazin, Khudams, Mali and Sweepers round the clock basis.
- c. Ensure routine maintenance, repair and all fixtures at the contract site so as to give a clean look.
- d. Contract site shall be well lit at night time. The Operator is allowed to use solar technology for provision of sustainable lighting system on his own cost and expense.
- e. Supply of hygienic, nutritious, fresh halal food, edibles, beverages shall be ensured at food outlets at government approved rates ensuring adequate food supply.
- f. Availability of freshly made high quality food shall be ensured at restaurants. Quality of food shall be ensured as per national and international health and hygiene standards.
- g. Manufacturing and expiry dates tags shall be put on all the bakery items being sold at the bakeries. All the bakery items shall be within date and any out-of-date bakery item shall be immediately removed from the shelf.
- h. For locally produced items government approved rate lists shall be displayed at all times in the shops. Imported items shall be sold at reasonable and competitive market prices as per prevailing laws.
- i. The operator shall provide appropriate littering (waste/trash) bins for the disposal of refuse/waste/trash. Responsibility of removal of trash from the Contract site on daily basis and making necessary

- arrangements for collection and disposal of waste rests with the operator.
- j. Establish and maintain a computerized sale system whereby a record of all the sales shall be maintained as per existing laws of the land.
 - k. Pay all utility bills, including, bills for electricity, gas, telephone, water and conservancy with respect to inter alia the operation, management and maintenance and other facilities/amenities including, masjid, tube well, street lights, mechanic/tyre shops etc. at the Contract site according to their usage in the domains of rest area, failure to which will result in the forfeiture and encashment of securities. The encashment of securities may be made as and when the operator defaults/violates any of the agreed terms & conditions set in this bidding document.
 - l. Arrange, at its own expense, alternative/standby arrangements/generators as necessary in the case of non-availability of electricity or load shedding for the entire contract period.
 - m. Maintain a complaint register at the contract site at a clearly accessible and visible place including display of telephone/mobile numbers and e-mail addresses of the operator as well as NHA.
 - n. Provide suitable and well-organized 24 hours' security arrangements like installation of CCTV cameras covering the entire contract site and its surrounding areas and provision of security guards for the safety and well-being of commuters.
 - o. Cooperate with NHA and any authorized person(s) or entity acting on NHA's behalf, with regard to the handing/taking over the Contract site with NHA or any person(s) or entity nominated by NHA upon expiry or termination of this Agreement.
 - p. Put in place and shall maintain effective firefighting arrangements.
 - q. Provide first aid facility.
 - r. Provide drug-free and hygienic services by establishing a drug-free atmosphere in compliance with government policies.
 - s. Provide potable drinking water for the use of general public by installing electric water cooler.
 - t. NHA encourages nice and unique (innovative) ideas in terms of bringing in new technology for retrofitting of existing rest area structure / system and uplifting aesthetics of Contract site.
 - u. NHA encourages construction of a monument at rest area site duly identified by the Employer scribe salient features of history of Pakistan and illuminating NHA's achievements.

- v. NHA encourages plantation of beautiful flowers and trees on site including trimming and pruning of trees, plants and grass and removal of shrubs as well as fungus affected areas;
- w. The operator shall Comply with all the terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.
- x. Use the Contract site solely for defined/given purposes as per terms & conditions of this bidding document.
- y. Supply labour, materials, equipment and other resources necessary for the execution of above-mentioned tasks.
- z. Provide dedicated parking on rest areas for senior citizens & disabled persons.
- aa. Provide special staff for assistance of senior citizens and disabled persons at restaurants and wash rooms.
- bb. Provide ramps along all amenities for senior citizens and elderly persons.
- cc. Provide dedicated/specialized washrooms for senior citizens and disabled persons.
- dd. Provide dedicated place near main parking area, for parking of wheelchairs with staff.
- ee. Provide dedicating special tables in restaurants for elderly citizens and disabled persons.

II. In carrying out its obligations, the operator confirms and covenants that:

- a. There are no legal, criminal & financial default proceedings pending for the liquidation of the operator that could materially or adversely affect the performance of 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 necessary consent/licenses to perform its obligations under this Contract and shall 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 may assign, delegate or sub-contract its rights and obligations pursuant to this Contract subject to the prior written approval of NHA as per clause 1.10 of ITB.

- e. This Contract has been duly authorized, executed and constitutes the irrevocable, legal, valid and binding obligations on behalf of the operator.
- f. In case of any default under the contract, the NHA shall have the right at any time and from time to time during the term, 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 furnishing to operator written notice of its decision to do so, which notice shall specify the services that NHA has decided 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 deemed 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, the operator shall not seek continuation of performance of services.

QUALITY ASSURANCE

For the purpose of quality assurance, bidder shall follow the best international practices of quality assurance and checking procedures as under:

- i. The operator shall ensure that clothing of the staff is neat and clean throughout their business time.
- ii. The staff shall be courteous to the road commuters and follow the best manners while imparting services.
- iii. Only fresh and hygienic food stuff will be served 24 hours on the site.
- iv. Prices of all the items being sold at tuck shops, stores, restaurants shall be displayed and shall not be higher than those approved by respective food authority of the jurisdictional control or NHA as the case may be.

Clause II. 03 The Employer's Representations, Warranties and Covenants

NHA hereby represents and warrants to the operator as under:

- a. That NHA is statutory Authority created under National Highway Authority Act, 1991 as amended from time to time and is fully empowered to grant this contract.
- b. The contract site is the land of NHA which has been duly acquired under laws of Pakistan.
- c. The officer who is signatory of this contract is fully authorized on behalf of the Authority to execute it and constitute all the covenants as binding obligations of NHA.

- d. NHA shall exercise its powers under the National Highway Authority Act, 1991 as amended from time to time as well as the Rules and Regulations framed there under and all other Laws of Pakistan.
- e. NHA shall use its good offices to support the operator's performance of its business activities pursuant to the Contract agreement, but without assuming any liability or obligation in this regard unless expressly stated in this contract agreement.
- f. NHA shall handover to the operator the contract site as per approved plan free from all encumbrances, lien and charge.
- g. NHA shall ensure that access to the contract site is not closed or restricted in any way.
- h. NHA in pursuance of this contract if requested may help the operator in obtaining permissions and licenses required from time to time for the purposes of the contract; however, it is not obligatory.
- i. NHA shall grant applications for any work permits, employment passes, visas and other permits, as necessary for the operator under this contract for its directors, employees, operator and other individuals employed for performance of its obligations in accordance with the laws of Pakistan.
- j. NHA will comply with all the terms and conditions of this contract.

PART – III
TERMS AND CONDITIONS OF PAYMENT & PENALTIES

Clause 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 fixed net guaranteed revenue payment arrangement between the Operator and NHA. NHA shall receive advance quarterly net guaranteed revenue sum amounting to (“amount quoted in the Bid”), notwithstanding 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 Pay Order/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 then 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 made in Pakistani rupee.
- (iv) All taxes including advance tax u/s 236A of income tax ordinance 2001 shall be paid by the Operator in addition to and along with advance net guaranteed revenue as per the prevailing taxation laws in Pakistan.

PART – IV
TRADE NAME AND ADVERTISEMENT

Clause IV. 01

- a. The Operator shall only use and display its proprietary trade name in marketing and advertising its services pursuant to this contract. However, NHA has also right to display its name or messages in the form of advertisement at the contract site.
- b. The Operator shall advertise about the rest area & 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 culture and laws 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.

PART - V
PUBLIC UTILITIES

Clause V. 01 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 Contract site including front rear, right, left and adjacent areas in the vicinity of rest area 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.

Clause V. 02 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.

Clause V. 03 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.

Clause V. 04 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 including but not limited to street lights and lighting arrangements in accordance with the provisions of Article II of this Contract.

PART - VI

NHA REPRESENTATIVE AND EMPLOYEES OF THE OPERATOR

Clause VI. 01 Employer Representative

The Employer's representative for the supervision of contractual obligations will be General Manager (Rev-RoW).

Clause 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 rest area & allied facilities etc. List of such employees shall be shared with the Employer's representative shall also be maintained with the supervisor of the concerned field staff of operator as a record for verification as and when required.
- b. NHA may at its sole discretion deem an employee unfit to perform services under this Contract. Such employee shall be immediately removed by the Operator besides taking other course of action required as per law upon the request of NHA and shall not be re-appointed to perform any work under this Contract except with the written consent of NHA. In the event, NHA opts to exercise its power under this provision, the Operator shall have no right to any compensation whatsoever for any loss consequential to the exercise of such power.
- c. The Employees shall be wearing proper uniforms in all times during business hours and must be capable of providing services pursuant to the Contract in an honest, courteous and effective manner.
- d. If at any time after provision of the employees list, the Operator desires to recruit or dismiss an employee, the Operator shall forthwith notify Employer of such recruitment or dismissal, to update the list of employees at all the times.
- e. The Operator shall promptly notify the Employer if with respect to an employee (I) any disciplinary action has been commenced or taken by the Operator, or (II) any criminal proceedings have been initiated or concluded.
- f. The Operator shall comply with all the prevailing laws, rules and regulations of Pakistan with regards to the rights and obligations of the Employees.

PART - VII
DEFAULT

Clause 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;
 - vi. Failure to pay the guaranteed revenue 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 made or 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 (Rev-RoW);
 - 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 (Rev-RoW);
 - 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 (Rev-RoW);

- iv. If above-mentioned punitive measures do not fully indemnify the Employer against the default(s) of the Operator or 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.

PART - VIII
EXPIRY AND TERMINATION

Clause VIII. 01 Expiry Date of Contract

The contract period shall be for five (05) years from the date mentioned in the letter of commencement.

Clause 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.

PART - IX
FORCE MAJEURE

Clause 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 current 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 the above acts, documentary evidence for existence of such condition shall be required from Operator.

Clause 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.

Clause 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 the contract has become un-performable because of the Force Majeure condition.

Clause IX. 04 Extension of Time due to Force Majeure

If the operations on site remain totally suspended for more than 15 days but become operational within 182 days during the currency of Contract, the Operator shall not be liable to pay net guaranteed revenue for the said period and 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.

PART - X

TRANSFER UPON EARLY TERMINATION OR EXPIRY

Clause 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 operate 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 handover the site to 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 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.

PART - 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 to:

- I. It is mutually agreed between the parties by this contract that the arbitration will be only meant to determine the damages of default in case of any dispute but termination of the contract shall not be challenged before any forum of law.
- II. The Employer's representative General Manger (Rev-RoW) shall be served with a notice containing the cause of action, mentioning facts of the case and relief sought. The General Manager (Rev-RoW) 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.
- III. The Operator, if dissatisfied with the decision of the Employer's Representative, shall have the right to serve Notice for Intention to commence arbitration within twenty-eight (28) days of receipt of the Employer Representative's decision or within twenty-eight (28) days after the expiry of the period stipulated herein above for decision of the Employer's Representative in case he fails to give decision. The Arbitration shall take place at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time.

PART - XII
MISCELLANEOUS

Clause 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 an addendum to the Contract.

Clause 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 automatically or be construed as a waiver of any other or further default whether of a like or different character except expressly agreed by the parties in writing.
- b. The omission 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.

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

- a. The Operator shall obtain and maintain during the pendency 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.
- b. The Operator shall obtain and maintain during the pendency of contract, insurance for its equipment and other things brought onto the site by the Operator, for a sum sufficient to provide for their replacement on site.
- c. Operator shall obtain and maintain comprehensive health insurance for its entire staff working on Contract site.
- d. 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.
- e. The premium for such insurances shall be paid by the Operator.

Clause XII. 04 Compliance with Government Rules and Regulations

The Operator during the term of this Contract shall 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 part of this Contract.

Clause 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.

Clause 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.

Clause XII. 07 Applicable Law

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

Clause 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.

**IV. ADDENDUM/CORRIGENDUM TO THE
BIDDING DOCUMENTS, IF ANY**

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V. SAMPLE FORMS

FORM OF ENVELOPE LABEL

ORIGINAL BID + 01 COPY

WARNING: DO NOT OPEN BEFORE: _____

Bid Title: _____

Package: _____

Bid Opening Date: _____

To:

General Manager (Rev-RoW)
National Highway Authority-HQ
27-28 Mauve Area, G-9/1, Islamabad

From:

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

**CONTRACT AGREEMENT
FOR
OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY
ESTABLISHED REST AREA ON _____ MOTORWAY M- ON
ADVANCE NET GUARANTEED REVENUE BASIS**

PREAMBLE

This agreement hereinafter referred to as “Contract” is entered into at Islamabad on this the _____ day of _____ 2022 (“Effective Date”).

BETWEEN

(1) **National Highway Authority (NHA)** (hereinafter called “The Employer”), a body corporate established under the National Highway Act 1991 (Act XI of 1991) and having its office at 28-Mauve Area, G-9/1, Islamabad, represented through its Chairman, legal assignees and successor in office (1st Party).

AND

(2) **“Bidders Name”** (“hereinafter called Operator”), duly incorporated, registered and existing under the applicable Laws of Pakistan, with its registered office at “*Bidder’s Address*”, Pakistan, which shall include where the context so permits its successors-in-interest in terms of assignees of the other part.

The NHA and the Operator hereinafter individually referred to as “Party” and collectively as “Parties”.

WITNESSETH:

WHEREAS the NHA publicly offered a contract for “Operation, Management & Maintenance of _____ Rest Area (North & South Bounds) at KM-_____ of _____ Motorway (M-__) against advance net guaranteed revenue basis to be increased @10% per annum in the subsequent years cumulatively and M/s “*Bidder’s Name*”, being the highest bidder in the process, i.e. **Rs.** _____ /- per annum, to be increased @10% per annum in the subsequent years cumulatively, shall pay to the Employer in consideration of the right to utilize NHA’s land, for a period of five (05) years. The payment to NHA shall become due from “*Bidder’s Name*” after expiry of the grace period which is mentioned in letter of commencement. The contract shall be performed by “*Bidder’s Name*” strictly in accordance with the requirements of the Employer as set out in the bidding documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this contract, words and expressions shall have the same meanings as respectively assigned to them in the Conditions of Contract referred to.

BIDDER

NHA

2. The following documents shall be deemed to form and be read and construed as part of this contract agreement, in the following order of priority:

- I. Letter of Commencement.
- II. Handing/Taking over certificate.
- III. Award Letter.
- IV. Contract Agreement.
- V. Letter of Acceptance.
- VI. Instructions to bidders (ITB) and General Conditions of Contract (GCC).
- VII. Terms & Conditions: Articles I to XII.
- VIII. Sample Forms (i.e. Integrity Pact, etc.).
- IX. Financial Bid Form.

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

Signature of the Operator

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

(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 time 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]**

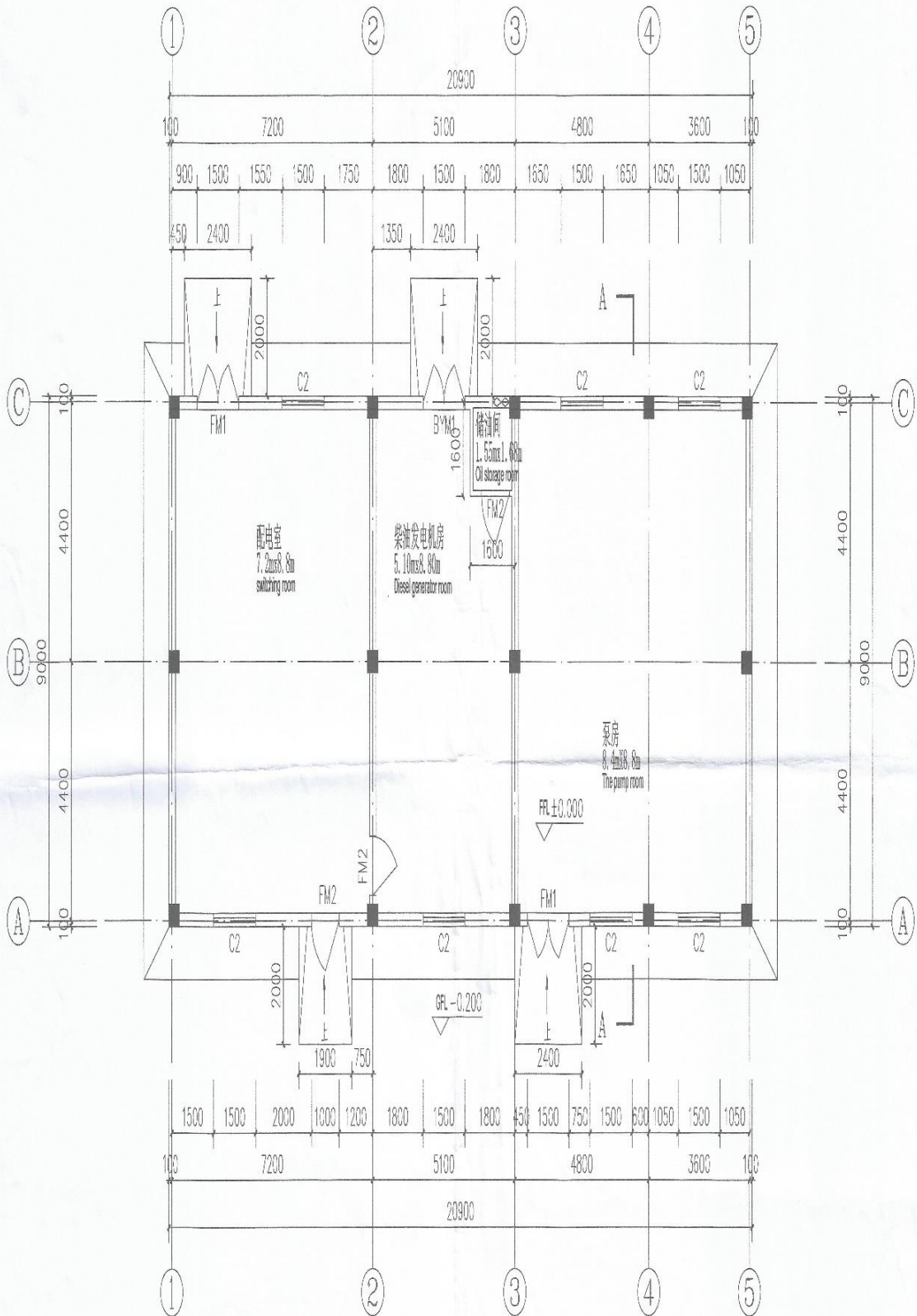
Name of Operator: **[Seal]**

Signature:

Signature:

VI. ANNEXURES

Annex-A

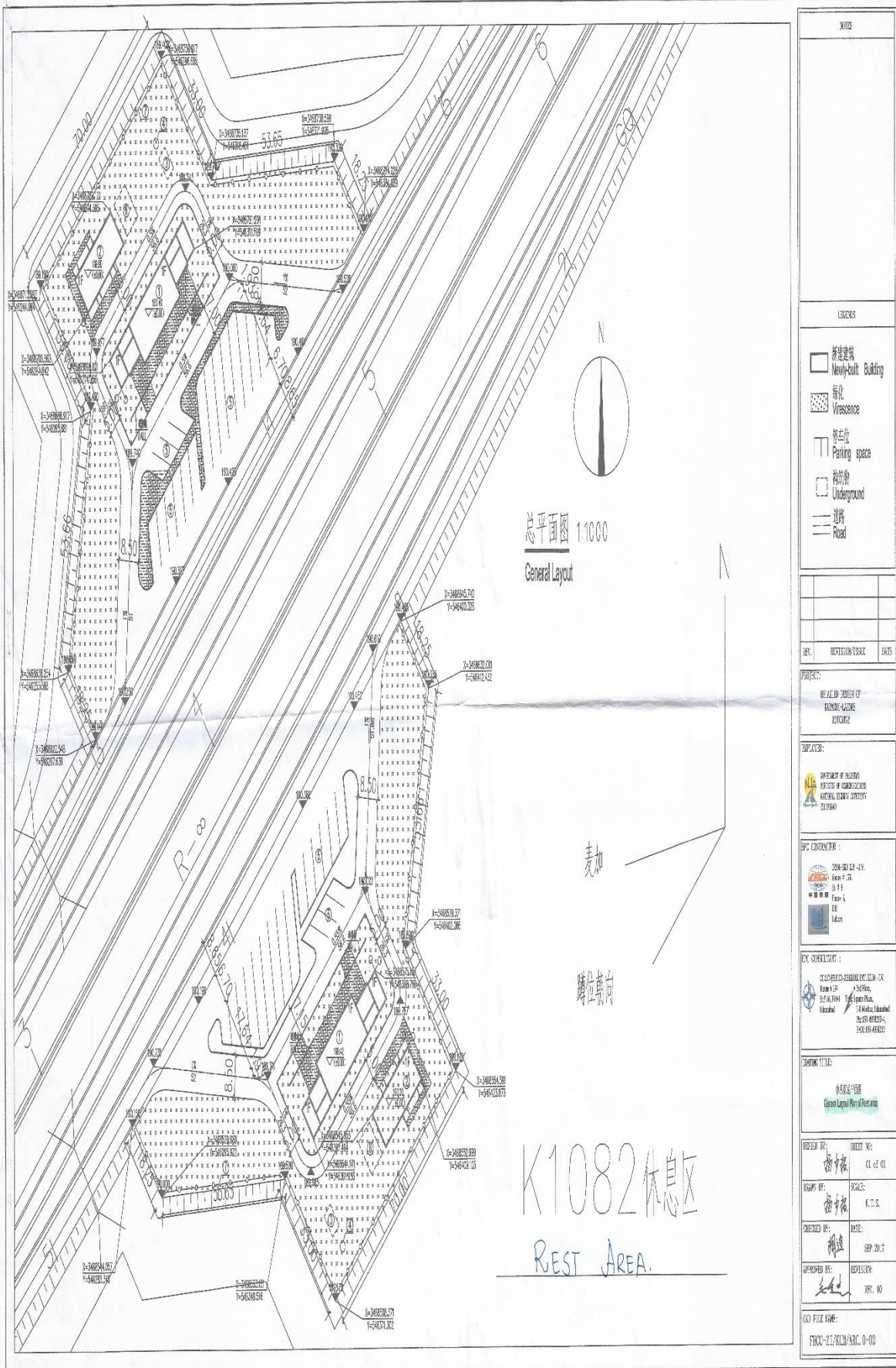


一层平面图 1:100

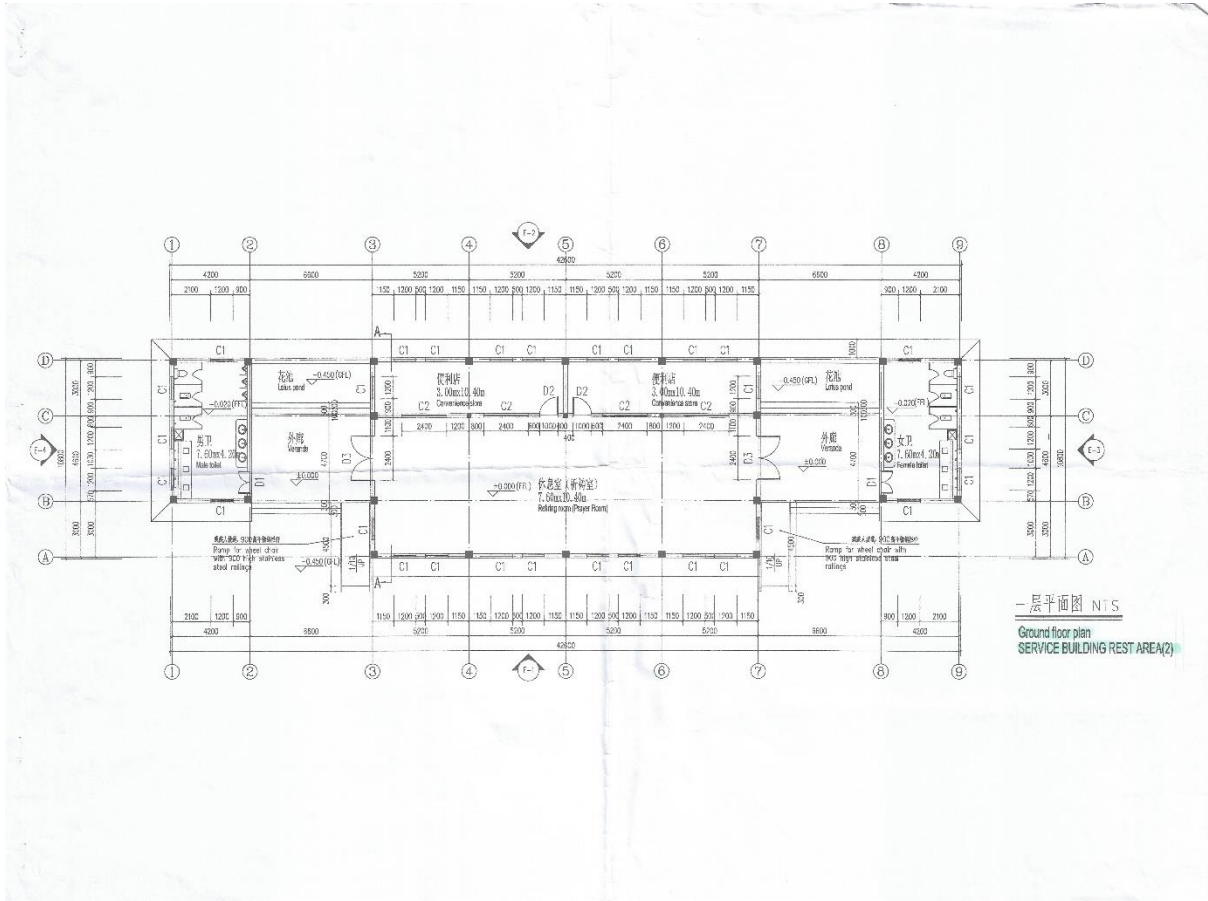
Ground floor plan
EQUIPMENT BUILDING REST AREA (1)

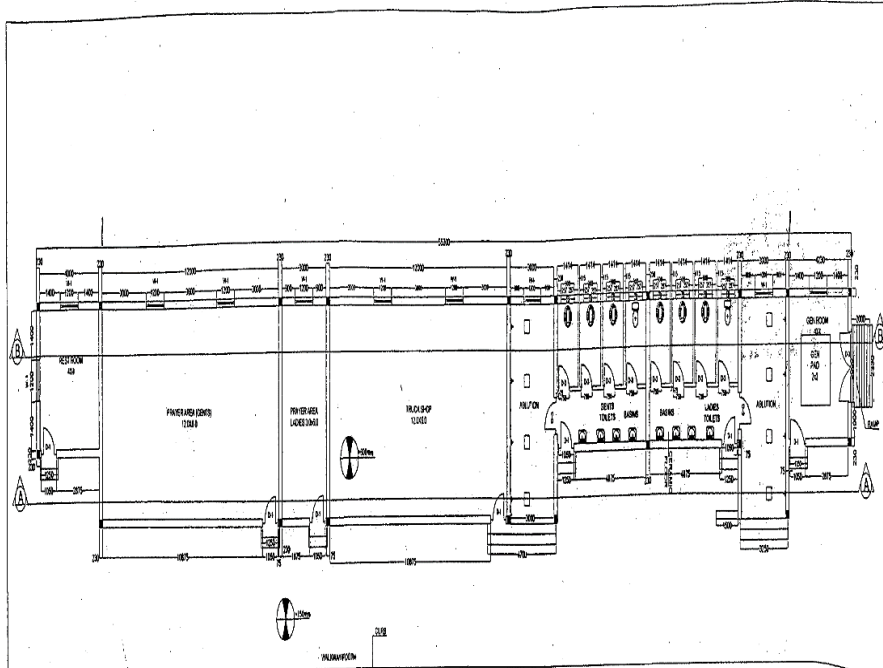
建筑面积 265.6m²
Covered area : 265.6m²

OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS



OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS





FLOOR PLAN

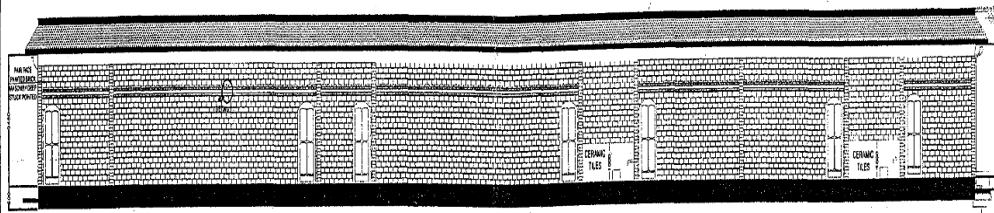
SCHEDULE OF DOOR & WINDOW				
S.NO	TYPE	SIZE	SILL HEIGHT	DESCRIPTION
1	D1	1050X2150		STEEL FRAME-WOOD PANEL WITH FIBER GLASS
2	D2	900X2150		
3	D3	750X2000		Door Comprising steel shutter Louver
4	D4	2000X2600		
5	W1	1200X1250	900	ALUMINUM-GLASS
6	V1	900X750	1250	ALUMINUM-GLASS

Recommended for Approval

[Signature]
SE 24

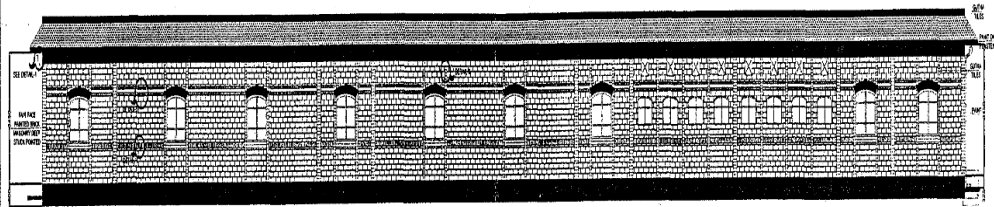
RENARDI S.A. Consulting Engineers
Approved for Construction
Date 11/4/11 Signature *[Signature]*
Resident Engineer M-4 Pindi Bhattian

Employer: National Highway Authority Ministry of communication Government of Pakistan	Consultant: Renardet S.A. INGENIERIE CONSULTING	Contractor: Xinjiang Beixin Road & Bridge Group Co., Ltd BEIXIN	Project: Motorway (M-4) Package-11A Gojra-Jamali Ref: HVM/RSACC2011	Title: REST AREA FLOOR PLAN Date: 19/03/2011 Drawing No.: M-PA-C2-PA-A-01	Submitted: <i>[Signature]</i> Approved:
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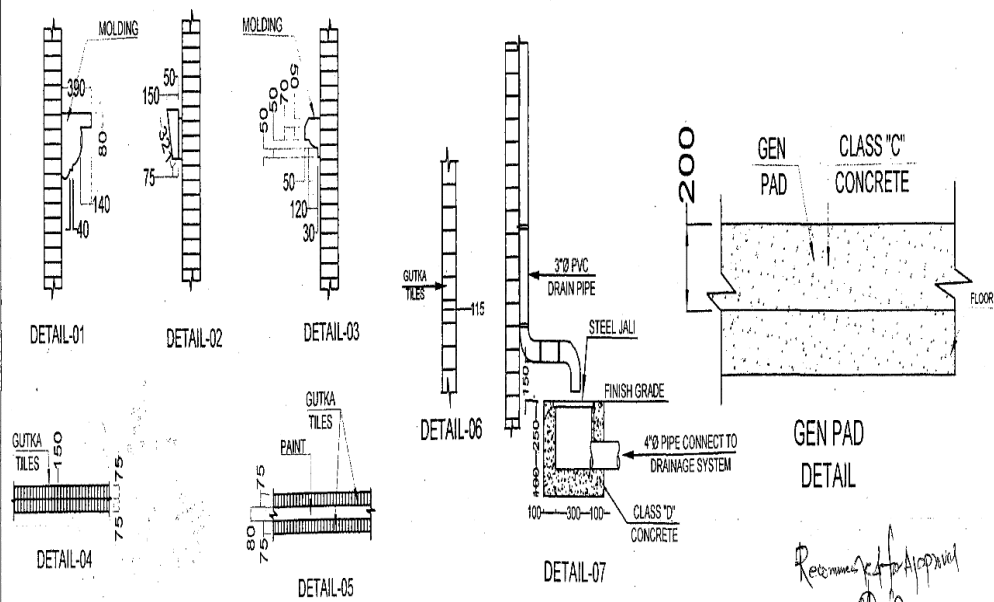
FRONT ELEVATION

RENARDET S.A. Consulting Engineers
 Approved for Construction
 Date 11/4/18 Signature [Signature]
 Resident Engineer M-4 Pkg-IIA



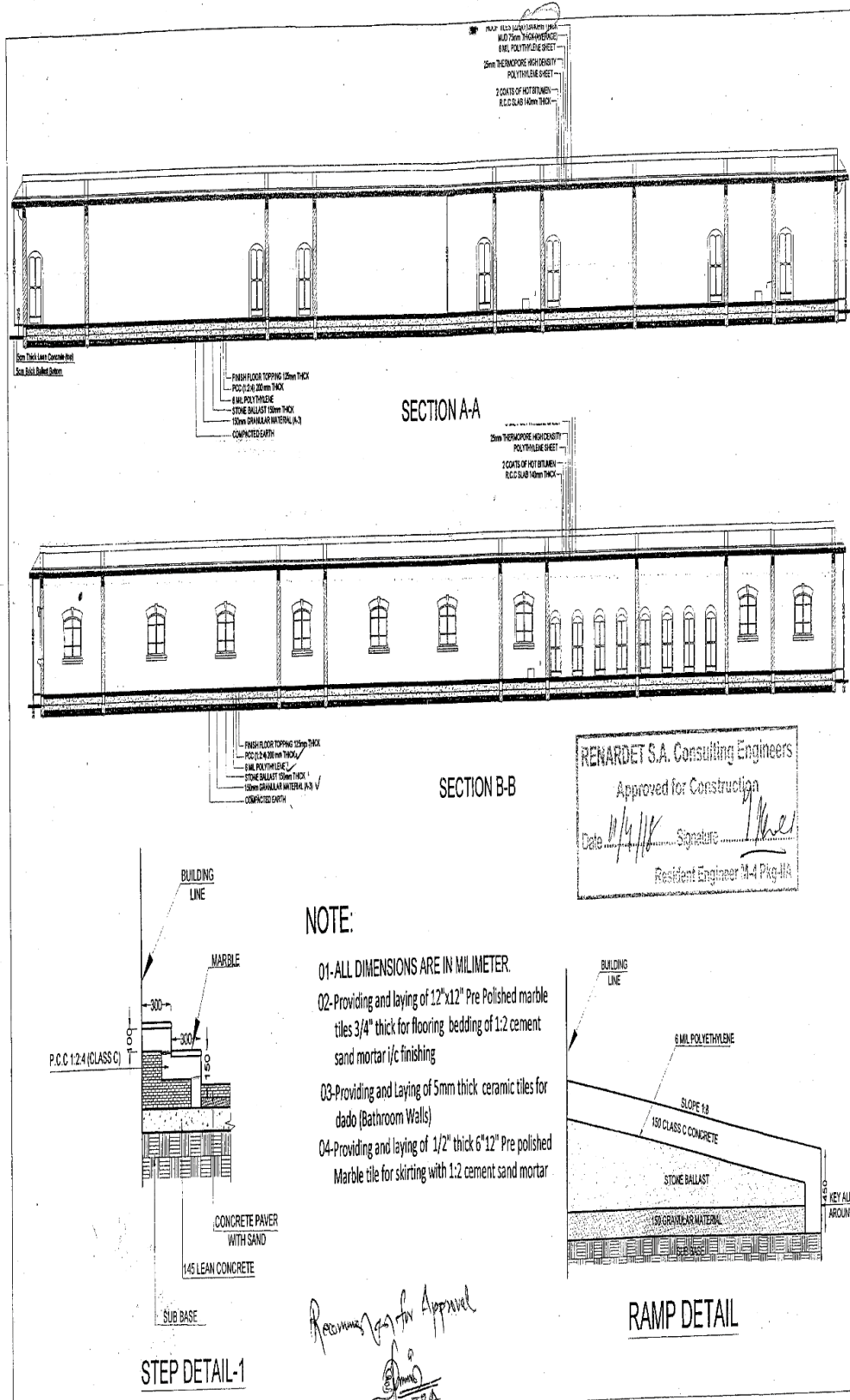
REAR ELEVATION

NOTE:
 01- ALL DIMENSIONS ARE IN MILLIMETER
 02- Safety Grill shall be Provided in the lower Side of Window.



Employer: National Highway Authority Ministry of communication Government of Pakistan	Consultant: Renardet S.A. INGENIEROS CONSULTORES CONSULTING ENGINEERS	Contractor: Xinjiang Beixin Road & Bridge Group Co., Ltd. BEIXIN	Project: Motorway (M-4) Package-IIA Gojra-Jamam Ref: BX/M/R/SACE/2018/ 9/1	Title: REST AREA ELEVATIONS & DETAILS Date: 19/MAR/2018 Drawing No.: MM-PH-A-CO-PA-A-32	Submitted: [Signature] Approved: [Signature]
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OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS



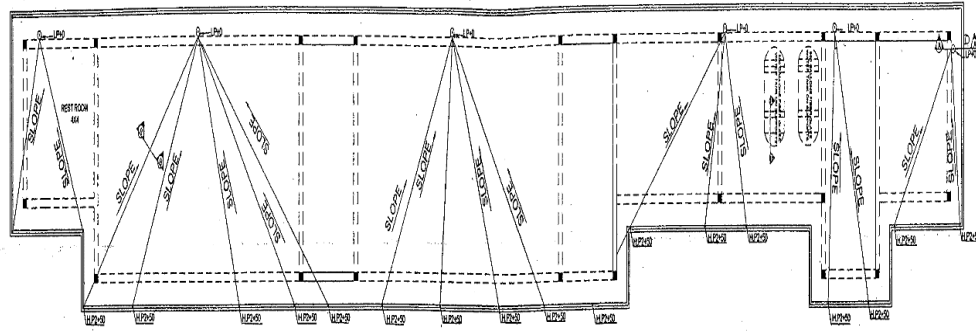
RENADET S.A. Consulting Engineers
 Approved for Construction
 Date 1/4/18 Signature *[Signature]*
 Resident Engineer M-4 Pkg-III

- NOTE:**
- 01- ALL DIMENSIONS ARE IN MILLIMETER.
 - 02- Providing and laying of 12"x12" Pre Polished marble tiles 3/4" thick for flooring bedding of 1:2 cement sand mortar i/c finishing
 - 03- Providing and Laying of 5mm thick ceramic tiles for dado (Bathroom Walls)
 - 04- Providing and laying of 1/2" thick 6"x12" Pre polished Marble tile for skirting with 1:2 cement sand mortar

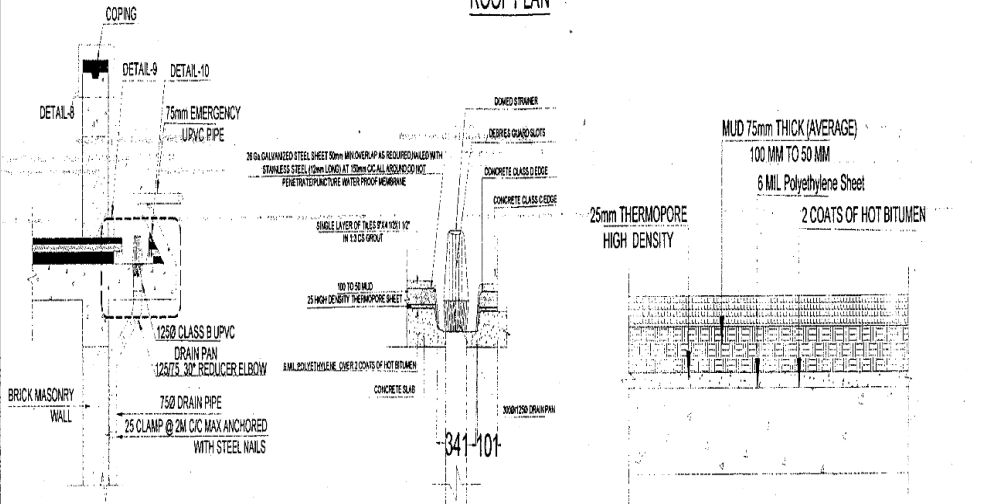
Resubmission for Approval
[Signature]
 S.E.A.

Employer: National Highway Authority Ministry of communication Government of Pakistan	Consultant: Renadet S.A. ENGINEERS CONSULTANTS CONSULTING ENGINEERS	Contractor: Xin Jiang Beixin Road & Bridge Group Co., Ltd BEIXIN	Project: Motorway (M-4) Package-III Gojra-Jamali Ret: BYM/RSACE/2018/90	Title: REST AREA SECTIONS & DETAILS Date: 19/3/2018	Submitted: Approved: M-PA-CD-RA-A-05
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OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS



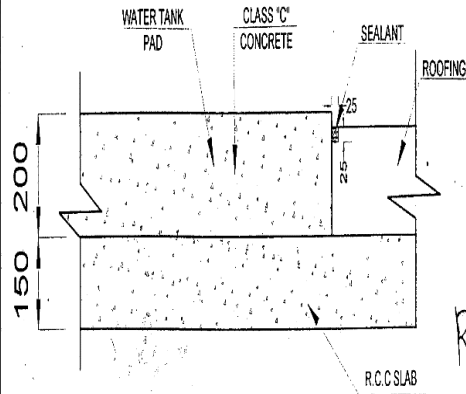
ROOF PLAN



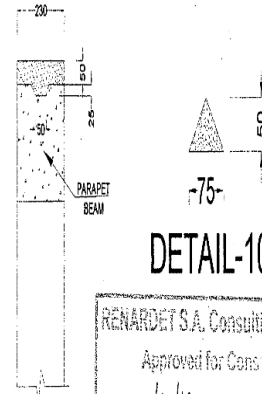
SECTION A-A

DETAIL-9

SECTION B-B



SECTION C-C



DETAIL-10

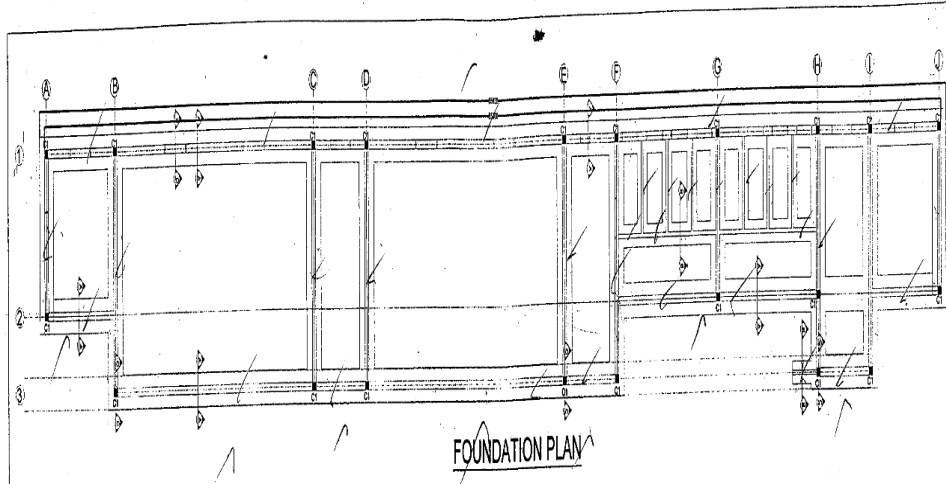
Recommended for Approval
[Signature]
 S.E.A

RENARDET S.A. Consulting Engineers
 Approved for Construction
 Date: 11/14/18
 Signature: *[Signature]*
 Resident Engineer M-4 Proj. 04

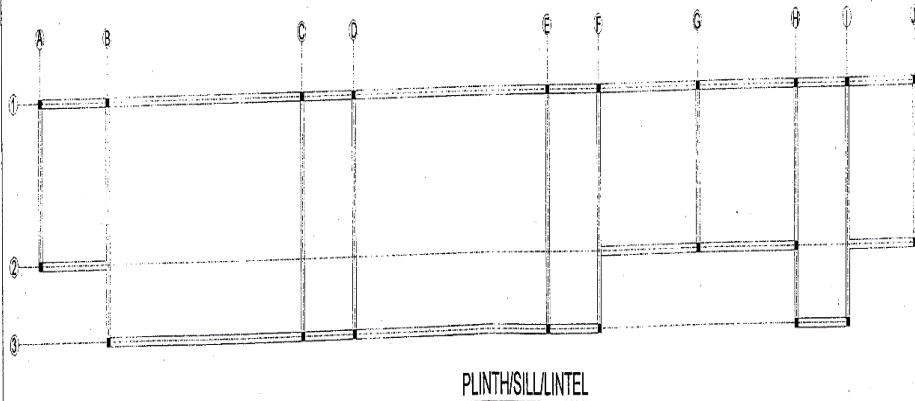
DETAIL-08

Employer: National Highway Authority Ministry of communication Government of Pakistan	Consultant: Renardet S.A. ENGINEERS CONSULTANTS CIVIL ENGINEERS	Contractor: Xin Jiang Beixin Road & Bridge Group Co., Ltd BEIXIN	Project: Motorway (M-4) Package-1A Gajra-Jamali Ref: BX/M/R/SACE/2018/01	Title: REST AREA ROOF PLAN & DETAILS Date: 19/03/2018 Drawing No.: M4-PIA-CD-RA-4-04	Submitted: Approved:
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OPERATION, MANAGEMENT & MAINTENANCE OF ALREADY ESTABLISHED REST AREAS ON LAHORE-ABDUL HAKEEM MOTORWAY M-3 AND PINDI BHATTIAN-FAISALABAD-MULTAN MOTORWAY M-4 ON ADVANCE NET GUARANTEED REVENUE BASIS

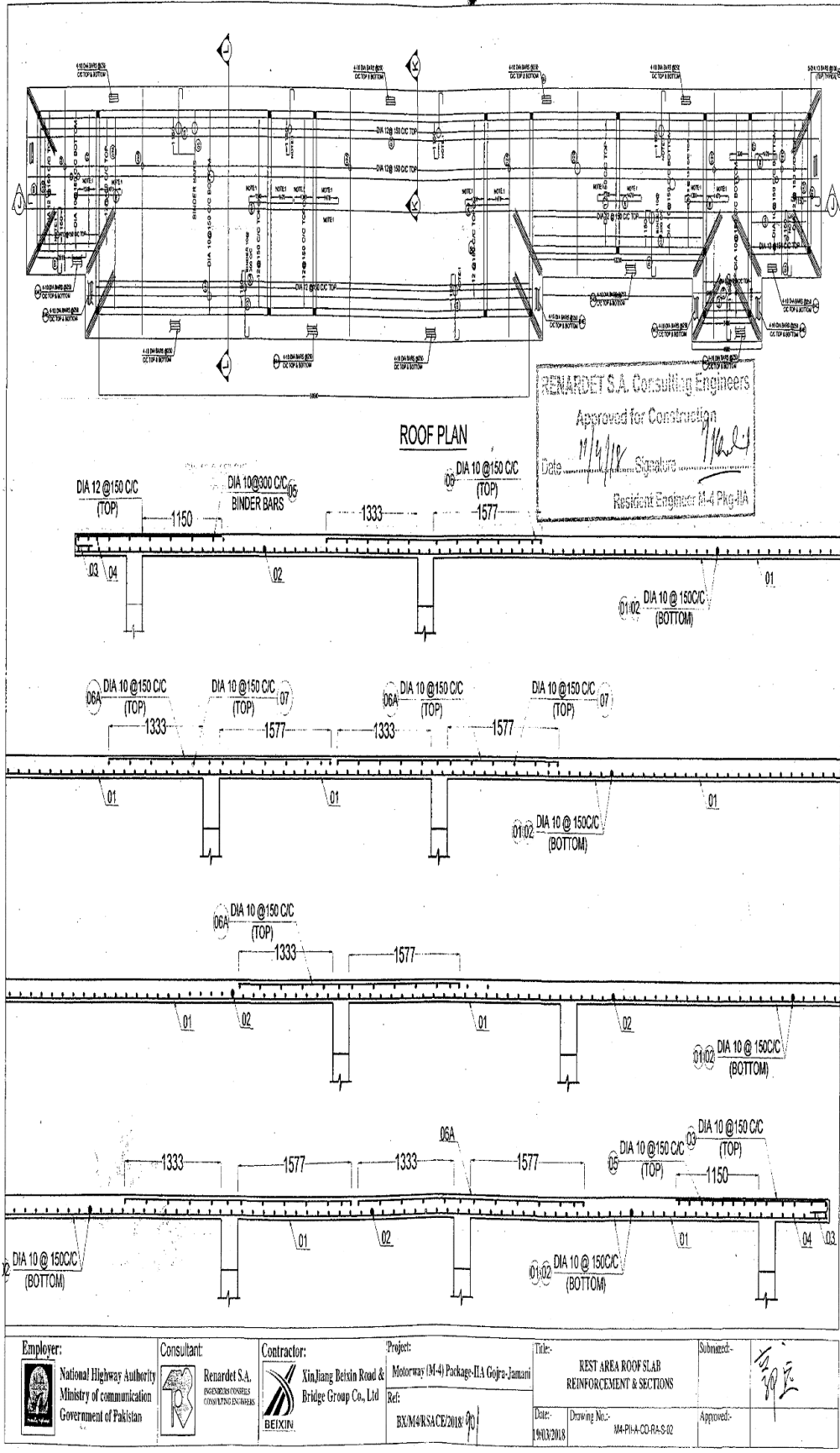


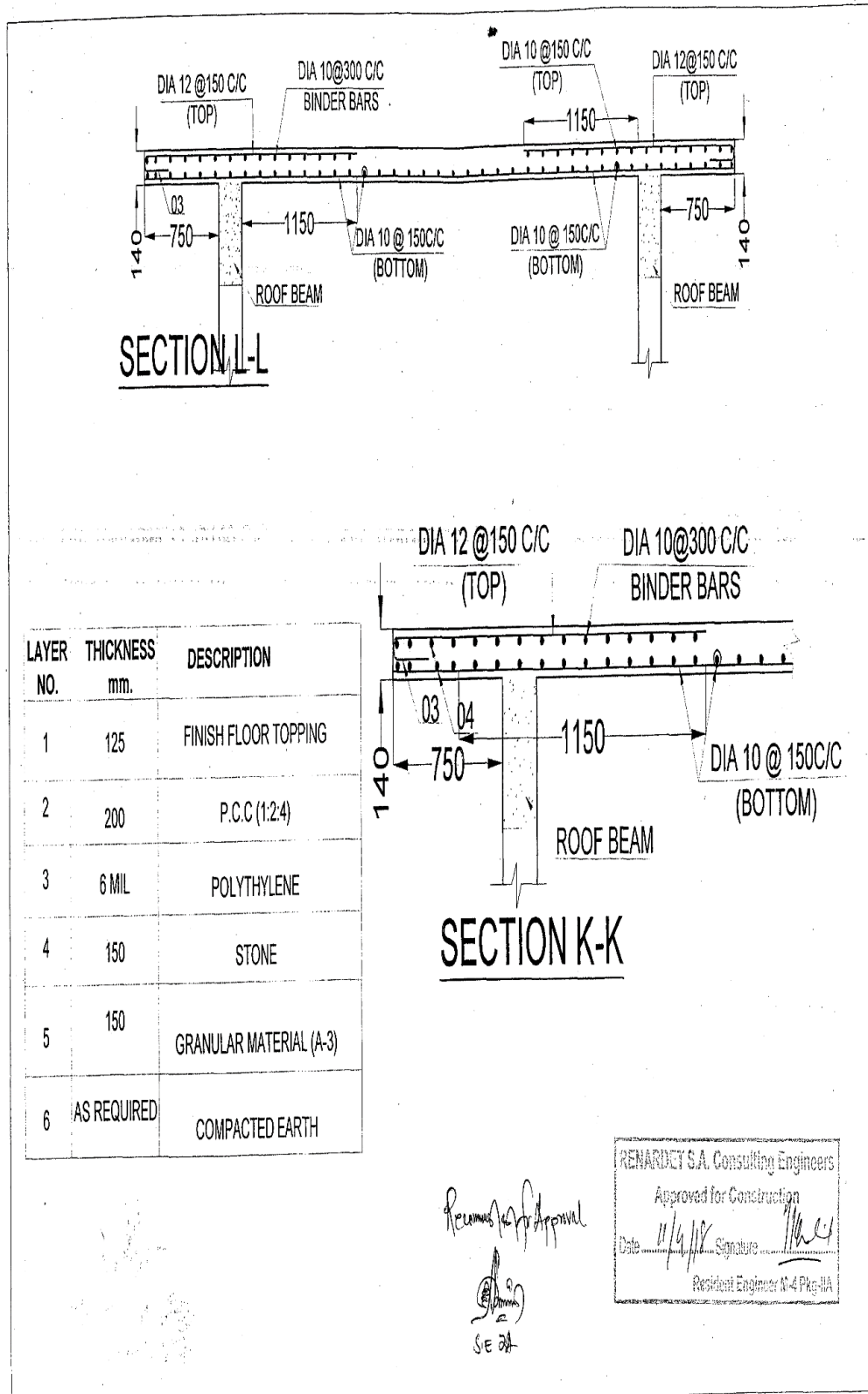
RENARDET S.A. Consulting Engineers
 Approved for Construction
 Date: 1/4/18 Signature: [Signature]
 Resident Engineer M-4 Pkg-IIA





Recommended for Approval.
 [Signature]
 S.E.D.A





Employer:  National Highway Authority Ministry of communication Government of Pakistan	Consultant:  Renardet S.A. INGENIEURS CONSULTANTS CONSULTING ENGINEERS	Contractor:  Xindiang Beixin Road & Bridge Group Co., Ltd BEIXIN	Project: Motorway (M-4) Package-IIA Gojra-Jamali	Title: REST AREA FOUNDATION PLAN & PLINTH/SILL/LINTEL	Submitted: [Signature]
			Ref: B/M/4/MS/ACE/2018/90	Date: 19/03/2018	Drawing No.: M4-PHA-CD-RAS-01

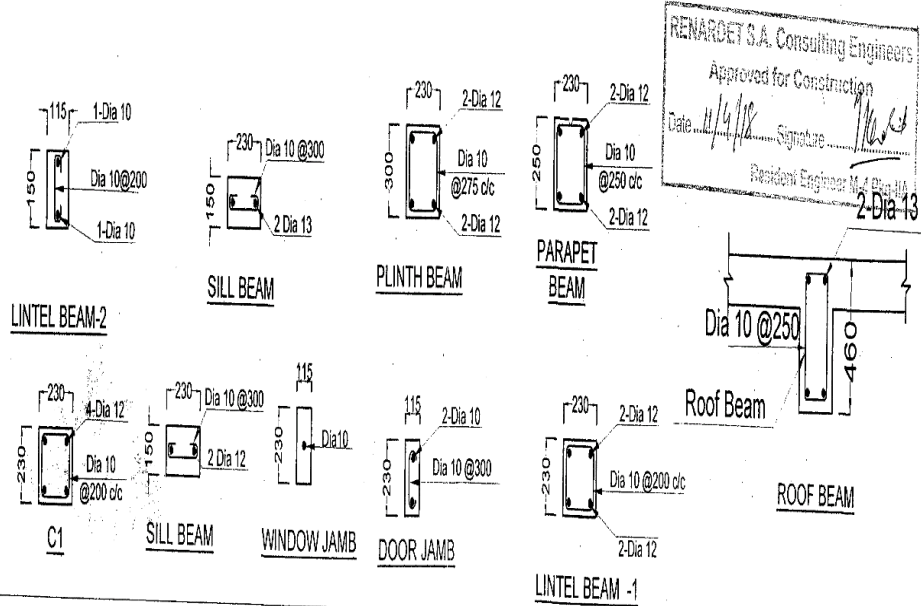
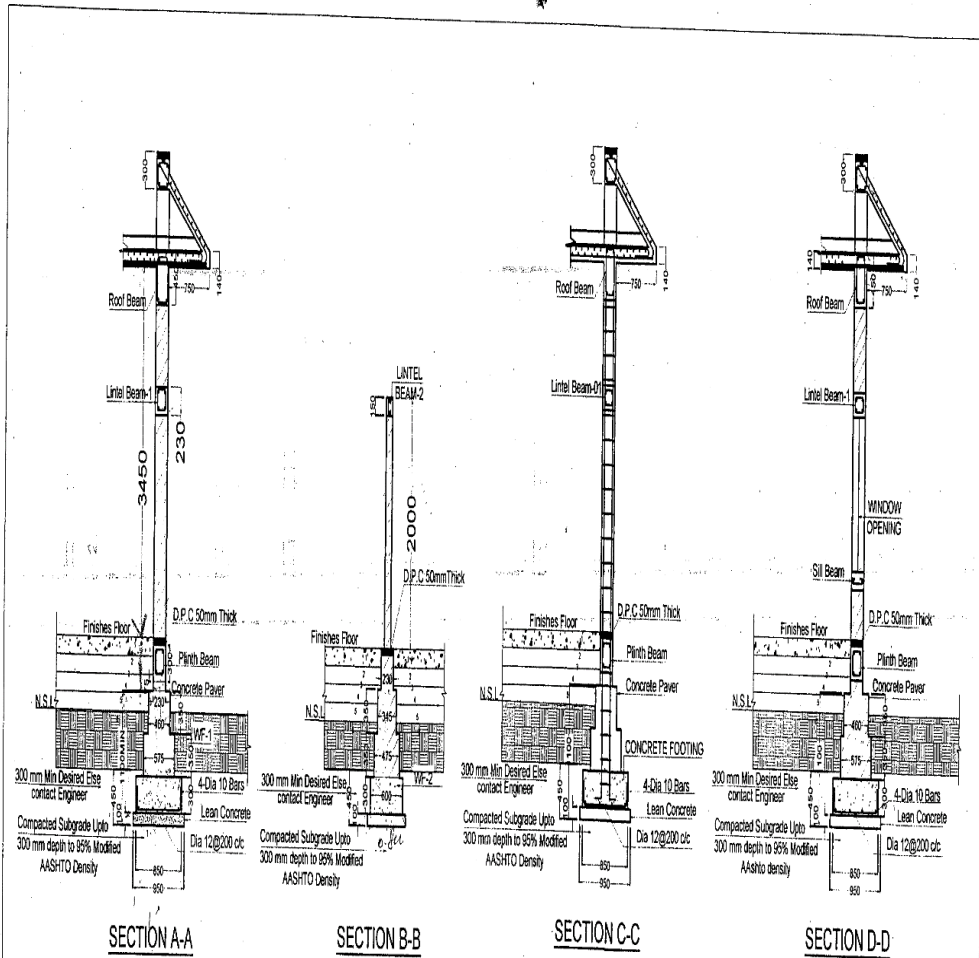




Remaining for Approval

 SE

RENARDET S.A. Consulting Engineers
 Approved for Construction
 Date: 11/4/18 Signature: 
 Resident Engineer M-4 Pkg-1A

Employer:  National Highway Authority Ministry of communication Government of Pakistan	Consultant:  Renardet S.A. INGENIEROS CONSULTORES EN INGENIERIA	Contractor:  XinJiang Beixin Road & Bridge Group Co., Ltd. BEIXIN	Project: Motorway (M-4) Package-1A Gojra-Jamali Ref: EX/M4/SACE/2018/010	Title: REST AREA ROOF SLAB REINFORCEMENT & SECTIONS Date: 19/3/2018 Drawing No.: MA-PIA-CD-9A-S-03	Submitted:  Approved:
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RENADET S.A. Consulting Engineers
 Approved for Construction
 Date: 11/4/18
 Signature: [Signature]
 Resident Engineer: M. J. Bhatti
 2-Dia 13

Recommended for Approval

Employer: National Highway Authority Ministry of communication Government of Pakistan	Consultant: Renadet S.A. INGENIEROS CONSULTORES CONSULTING ENGINEERS	Contractor: Xinjiang Beixin Road & Bridge Group Co., Ltd BEIXIN	Project: Motorway (M-4) Package-IIA Gajra-Jamail R/E: BX/M/RSACE/2018/10	Title: REST AREA REINFORCEMENT SECTIONS & DETAILS	Submitted: [Signature]
				Date: 19/03/2018	Approved: [Signature]
				Drawing No.: M-PIA-CD-RA-S&A	

VII. FINANCIAL BID FORM

THE BID

FOR THE CONTRACT REGARDING

**“OPERATION, MANAGEMENT & MAINTENANCE OF
REST AREA NORTH & SOUTH BOUND ON _____ MOTORWAY
(M-___) ON ADVANCE NET GUARANTEED REVENUE BASIS”**

Amount of Net Guaranteed Revenue		
Description	In Figure (Rs.)	
	Per Month A	Per Annum (B=Ax12)
Advance net guaranteed revenue for _____ Rest Area at Km _____ North & South Bounds on _____ Motorway (M-___) from the date of commencement.		
Advance Net Guaranteed Revenue per Month in Words		

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

Guaranteed Revenue shall be deposited on quarterly basis i.e. for three (03) months in advance by the Operator by 5th of respective month to **“National Highway Authority, Road Maintenance Account, Islamabad”** in the form of Pay order or to be deposited with Revenue Section, NHA-HQ under intimation to concerned General Manager.

In addition to net guaranteed revenue, payment of all applicable taxes on net guaranteed revenue shall be 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 or any terms & conditions as the Employer i.e. NHA will re-tender (or otherwise as it deems fit) the subject facility on its expiry for further operations in accordance with the provisions of NHA code and PPRA Rules.

(Signature of Bidder)

Name: _____

CNIC No: _____

Seal/Stamp of the Bidder: _____

Address: _____