



# **NATIONAL HIGHWAY AUTHORITY**

Ministry of Communications  
Government of Pakistan



## **REQUEST FOR PROPOSAL**

### **FOR**

**“OPERATION & MANAGEMENT OF ALREADY ESTABLISHED SERVICE AREA FACILITY AND FILLING STATIONS ALONGWITH ESTABLISHMENT OF NEW FACILITIES/AMENITIES AT RASHAKAI SERVICE AREA, KM-106 (NORTH & SOUTH BOUND) ON ISLAMABAD – PESHAWAR MOTORWAY M-1 ON ADVANCE NET GUARANTEED RENTAL BASIS”**

**Issued to \_\_\_\_\_**

**NATIONAL HIGHWAY AUTHORITY**  
**(ROW Rev Section - Finance Wing)**  
27-Mauve Area, G-9/1, Islamabad

**To: ALL INTERESTED BIDDERS**

Subject: **“OPERATION & MANAGEMENT OF ALREADY ESTABLISHED SERVICE AREA FACILITY AND FILLING STATIONS ALONGWITH ESTABLISHMENT OF NEW FACILITIES/AMENITIES AT RASHAKAI SERVICE AREA, KM-106 (NORTH & SOUTH BOUND) ON ISLAMABAD – PESHAWAR MOTORWAY M-1 ON ADVANCE NET GUARANTEED RENTAL BASIS”**

**INSTRUCTIONS TO BIDDERS (ITB) (Clauses 1 to 28)**

National Highway Authority (NHA) intends to offer interested bidders Site for above-mentioned subject, in terms of Advanced Quarterly Net Guaranteed Rental basis, which the Concessionaire shall pay to the Employer in consideration of the right to utilize NHA’s site (medium for business) on both North & South Bound of Motorway M-1 at Rashakai Service Area, through competitive bidding.

Briefly, the **Concessionaire Shall Operate, Manage & Maintain the already established Service Area facility and Filling Stations alongwith Construction/establishment of the new Facilities at Rashakai Service Area at its own cost as per given criteria and in this respect shall pay Advanced Quarterly Net Guaranteed Rental to Employer (NHA)**. On completion of Contract period or its early termination, the entire construction/established amenities shall become property of NHA and the Concessionaire shall hand over all of the amenities/installations to NHA in a properly maintained and operational condition without any claim to cost of construction and maintenance.

Bidders are hereby invited to submit their bid for the subject Contract.

The detailed brief in respect of Instructions to Bidders (ITB Clauses 1 to 28), Qualification Criteria, Conditions of Contract (Article I to XII), Sample forms, Annexure and Financial Proposal/Bid form are given in this Request for Proposal (RFP).

**1. General Conditions of Contract: -**

1.1 Bidding is open to all interested bidder(s) with the following must meet criteria:

- a. An Oil Marketing Company (OMC) should be registered with SECP and having valid OGRA’s license. The OMC must also have minimum five (05) years of relevant experience.

OR

- b. Authorized dealer/retailer of an OMC can participate in JV with a PEC licensed firm having C-3 or above category. An authorized dealer/retailer of any OMC or a C-3 and above category firm is not eligible for participating individually. Moreover, the authorized dealer of an OMC must have experience of ten (10) years minimum in the operations of filling stations.
- c. The interested bidder from above mentioned (a or b) 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 that the bidder is neither blacklisted, debarred nor defaulter.
- 1.2 The Concessionaire shall operate, manage & maintain the existing facilities along with establishment/construction of the new facilities/amenities in the permissible land of service area at its own cost as per given criteria. Details of existing facilities/amenities and land are given in **Annex-A & B**. On completion of Contract period or its early termination, the Concessionaire 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 rentals shall be increased @ 10% each year cumulatively. **Explanation:** The net guaranteed Rentals shall be increased @ 10% each year on the basis of preceding/last year net guaranteed rentals, cumulatively.
- 1.4 The Concessionaire shall renovate, operate, manage & maintain the existing building(s)/amenities alongwith establishment/construction of new facilities/amenities required/allowed by the Employer (NHA). Beyond the scope of contract, the Concessionaire shall not be allowed to establish/construct any new building at or near the premises of site until/unless deemed necessary with prior written approval of Design by the Employer (NHA). In case of necessity/urgency/any change in policy or special directions/ instructions by Government of Pakistan or the Honorable Courts, the same shall be allowed subject to the written approval of Employer i.e. NHA.
- 1.5 The Concessionaire shall also provide maintenance and cost of utilities for all the amenities. Detailed Maps consisting of dimensions of buildings with plot numbers and their allocation/purposes are attached at **Annex-A, B & C**. 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 (Maint) concerned and shall be signed jointly at the time of Handing over/Taking over. The said inventory shall become the part of this RFP (Request for Proposal). The Concessionaire shall be bound to hand over assets as per Inventory at expiry of the Contract to the satisfaction of the Employer.

- 1.6 For mobilization, submission of detailed design drawing and renovation /construction purposes, the Grace Period of three (03) months from the date of issuance of Commencement Letter shall be allowed to the Concessionaire, on completion of which payment to NHA by the Concessionaire shall become due. The said grace period will be further extendable for one (01) month subject to prior approval by the Employer i.e. NHA.
- 1.7 The contract period shall be of seven (07) years and no extension shall be given.
- 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 them into account in preparing their bid.
- 1.9 The interested Bidder(s) are advised to visit and examine the Site (Rashakai Service Area) and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into the contract. The Bidder(s) shall be deemed to have checked the traffic volume and prepared 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 Concessionaire shall be allowed with the prior approval/permission of the Employer and in no case Concessionaire will enter into a sub-let contract beyond its own Contract period.
- 1.11 The Concessionaire shall be responsible for resolving all the issues which arise between the Concessionaire and any local authority(ies) during the currency of the Contract at its own risk & cost and shall indemnify NHA from all legal recourse.
- 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 shall be considered non responsive.
- 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 responsive to the requirements of the RFP will be rejected.

- 1.14 NHA reserves the right to utilize the vacant space (other than the established buildings) for any purpose whenever it deems fit/required and Concessionaire shall not have claims to it.
- 1.15 If there arises any discrepancy between bid amount quoted in words & figures, the amount quoted in words will prevail.

## **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 proposals; therefore, Bidders are required to submit their Technical and Financial proposals in two separately sealed "envelopes."
- 2.3 NHA will receive Technical & Financial Proposals and will open the technical proposals on the same day in the presence of all bidders/authorized representatives. The NHA will evaluate the technical proposals and the financial proposals of only technically qualified bidders shall be opened and announced. The financial proposals of non-technically qualified bidders will be returned unopened.

## **3. Clarifications & Correspondence**

- 3.1 A prospective bidder(s) requiring any clarification(s) in respect of the Request for Proposal may notify the Employer in writing or by fax at the following address:

Office of General Manager (ROW- Rev)  
27-Mauve Area, G-9/1, Islamabad.  
Phone: +92-51-9032729, Fax # 92-51-9032948

- 3.2 Employer will examine the request for clarification of the Request for Proposal, if received not later than seven (07) days prior to the deadline for the submission of proposals or during the Pre-Proposal meeting, and will issue a clarification before the date of submission of Proposals (without identifying the source of enquiry) to all prospective bidders who have purchased or downloaded the RFP.
- 3.3 At any time prior to the submission/opening of proposals, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP by issuing an addendum or corrigendum/erratum.
- 3.4 Any addendum thus issued shall become the integral part of this Request for Proposal.

3.5 To accord prospective bidders reasonable time in which to take an addendum into account in preparing their proposals, the Employer may at its discretion extend the deadline for submission of proposals.

3.6 Moreover, the Employer may also seek clarification through writing for any item(s) in the proposal.

3.7 Name and address of the Employer is: -

**Chairman National Highway Authority**

Mauve Area, G-9/1, Islamabad.

3.8 The authorized representative of the Employer is;  
**General Manager (ROW Rev) NHA-HQ, Islamabad.**

**4. One Proposal per Bidder**

4.1 Each bidder shall submit only one proposal either by himself, or as a partner in a joint venture otherwise proposals submitted by him shall not be considered for evaluation and award.

4.2 In case of Joint Venture, the proposals should state clearly that 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. Bidder to Inform Himself**

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

- (a) Inquiries on Pakistani Income Tax/Sales Tax/Surcharge or any other Levy/Fee/Tax imposed by the Government of Pakistan, Provincial and Local/District Governments. NHA shall not be liable to pay any such Levies/Fee/Tax. Payment of all such applicable taxes is the sole responsibility of the Concessionaire.

**6. Local Conditions**

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

## **7. Pre-Proposal Meeting**

- 7.1 Prospective Bidders are invited, and strongly encouraged, to attend a pre-proposal meeting, organized and to be conducted by the NHA.
- 7.2 Prior to the Pre-Proposal Meeting, Bidders are invited to submit written questions concerning the Contract requirements, this RFP or other related matters pertinent to the Contract.
- 7.3 All such questions should be submitted to General Manager (ROW Rev), NHA, within five (05) working *days* of the issuance of this RFP.
- 7.4 The NHA will conduct the pre-proposal meeting, record all questions, both written and verbal, posed by Bidders, record all answers provided thereto, and provide a written Pre-Proposal Meeting Memorandum or, if required, amendment through Addendum in Request for Proposal to each Bidder.
- 7.5 The NHA will not, during the Pre-Proposal meeting, modify in any material respect any provision or term of this Request for Proposal unless such modification is made as a written addendum thereto prepared by the NHA and disseminated to all Bidders.
- 7.6 Schedule for **Pre-Proposal Meeting**: -

Date & Time: **Wednesday 24<sup>th</sup>, 2020** at 1130 hrs.  
Venue: NHA Auditorium,  
**27-Mauve Area, G-9/1, Islamabad**

## **8. Proposal Validity**

- 8.1 Proposals shall remain valid for the period of One Hundred and Twenty (120) days after the date of proposal opening.
- 8.2 In exceptional circumstances prior to expiry of original proposal 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 proposal validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of its Proposal Security. A bidder agreeing to the request will be required to extend the validity of its Proposal Security for the period of the extension, in accordance with PPRA Rule 26.

## **9. Proposal Security**

- 9.1 Each bidder shall furnish, as part of its proposal, a Proposal Security in the amount of Pak. Rupees 1,000,000/- (Rupees one million only).
- 9.2 The Proposal Security shall be, at the option of the bidder, in the form of Bank Draft or a Pay Order issued by a Scheduled Bank in Pakistan

in favor of the “*National Highway Authority, Road Maintenance Account, Islamabad*” valid for a period twenty-eight (28) days beyond the proposal validity date.

- 9.3 The Proposal 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 proposal not accompanied by an acceptable Proposal Security, shall be rejected by the Employer forthwith as being non-responsive, pursuant to Clause 9.8.
- 9.5 Any amount of proposal security which is lying with the Employer for any previous bidding processes shall not be considered for this bidding.
- 9.6 The proposal security of all participating bidders will be returned as promptly as possible except for the highest bidder, which will be returned upon award of contract to the Concessionaire under Clause 22, or on the expiry of validity of Proposal Security under Clause 8, whichever is earlier subject to rights of parties.
- 9.7 The Proposal Security of the highest bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract, pursuant to Clause 9.6.
- 9.8 The Proposal Security may be forfeited:
- (a) if a bidder withdraws its proposal during the period of proposal validity; or
  - (b) if a bidder does not accept the arithmetic correction of its Proposal, or
  - (c) in the case of a Concessionaire, if he 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 its bid to NHA, the same shall lead towards forfeiture of its bid security alongwith its debarring and blacklisting.

## **10. Documents Comprising of Proposal**

- 10.1 The Proposal to be submitted by the interested bidder shall comprise the following documents in separately Sealed envelopes marked as Financial and Technical Proposal:



### **a. Technical Proposal**

- ✓ Certificate confirming the receipt as per clause 27,
- ✓ In case of authorized representative of the bidder, the original signed/stamped authority letter,
- ✓ Requisite valid licenses i.e.:
  - In case of OMC, valid OGRA license and SECP certificate.
  - In case of authorized dealer/retailer of an OMC, valid dealership/retailership certificate and valid OGRA's license of respective OMC.
  - In case a dealer/retailer of an OMC, valid PEC license of required construction category firm.
- ✓ In case of JV, the registered agreement by the office of Sub-Registrar,
- ✓ Relevant Experience Certificate,
- ✓ Proposal Security.
- ✓ The evaluation factors regarding qualification criteria of Technical Proposal:
  - Managerial, Technical & Construction Qualifications
  - Preliminary Design Drawings - Innovation
  - Methodology
  - Operations & Management Procedures and Systems
  - Implementation Timetable

### **b. Financial Proposal**

- ✓ Financial Proposal on the prescribed form given in this RFP.

10.2 Both of the above envelopes should be bound separately with clear marking as the “**Technical Proposal**” and the “**Financial Proposal**”.

## **11. Format and Signing of Proposal**

- 11.1 All Proposal documents including Proposal Form and Integrity Pact are to be properly completed, signed and stamped by the interested bidder.
- 11.2 No alteration is to be made in the Form of Proposal except in filling up the blanks as directed. If any correction is done anywhere in the proposal it should be done by crossing out old statement, writing new and signing it, otherwise, the proposal may be rejected as being non-responsive.
- 11.3 Each bidder shall prepare one (1) Original and one (01) Copy, of the documents comprising the proposal 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.

- 11.4 The original and a copy of the proposal 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 bidder to act for and on behalf of the bidder. All pages of the proposal shall be initialed and stamped by the person or persons signing the proposal.
- 11.5 The proposal 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 proposal.
- 11.6 Bidders shall indicate in the space provided in the Form of Proposal their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their proposals and the contract is to be sent.
- 11.7 Bidders should retain a copy of the Request for Proposals as their file copy.

## **12. Submission of Proposals**

- 12.1 Each bidder shall submit its proposal as under: -
- a. One (01) ORIGINAL and one (01) COPY of the Proposal 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 sealed envelope and addressed/identified as given in Sub-Clause 3.1, hereof.
- 12.2 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 this RFP.
  - b. bear the contract name and Date of opening of Proposal.
  - c. provide a warning not to open before the time and date for proposal opening.
- 12.3 The Proposal shall be delivered in person or sent by registered mail at the address to Employer as given in RFP heretofore.
- 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 proposal to be returned unopened 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 proposal.
- 12.6 a) Proposals must be received by the Employer at the address and date specified in sub-clause 12.10 and 12.11 hereunder.
- b) Proposals with charges payable shall not be accepted, nor will arrangements be undertaken to collect the Proposals from any delivery point.
- c) Upon request, acknowledgment of receipt of proposals will be provided to those making delivery in person or by messenger.
- 12.8 NHA shall receive and keep secure all proposals submitted before the date and time specified for Proposals Closing.
- 12.9 The Employer may, at its discretion, extend the deadline for submission of proposals by issuing an addendum in such 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.

12.10 Schedule for **Proposal Submission & Opening of Technical Proposal**: -

Date & Time (Submission) : Tuesday 7<sup>th</sup> July, 2020 at 1100 hrs  
Date & Time (Opening) : Tuesday 7<sup>th</sup> July, 2020 at 1130 hrs

12.11 The venue for submission of Proposals:

**NHA's Auditorium**

National Highway Authority-HQ, 27-Mauve Area, G-9/1, Islamabad.

**13. Language**

All proposals shall be prepared in the English language.

**14. Late Proposals**

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

## **15. Proposal submission & Opening**

- 15.1 A committee consisting of nominated members notified by the Employer will receive both the technical and financial proposals and will open the technical proposal in the presence of bidders or their authorized representatives who choose to attend, at the time, date and location advertised in Invitation for Proposal on the same day and time.
- 15.2 The bidders or their authorized representatives who are present shall sign in a register to evidence their participation.
- 15.3 The evaluation committee will evaluate the technical proposals in the light of qualification criteria mentioned in the RFP and inform about the results to all the participants. Subsequently, financial proposal 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 bidders' name, proposal amount, the presence or absence of Proposal Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the proposal opening.

## **16. Determination of Responsiveness of Proposals**

- 16.1 Prior to the detailed evaluation of proposals,
- (a) The Employer will examine the Proposals to determine whether;
- i. the Proposal is complete and does not deviate from the Scope of Contract as included in the RFP,
  - ii. required securities have been furnished,
  - iii. the documents have been properly signed/stamped,
  - iv. the Proposal is valid for the stipulated period,
  - v. the quoted Proposal price shall firm during currency of contract,
  - vi. the documents comprising Proposal are in order, specified in Clause 10.
- (b) A proposal is non responsive, if;
- i. it is neither signed nor stamped by authorized representative,
  - ii. its validity is less than the specified period,
  - iii. it is not accompanied with proposal security,
  - iv. it is materially and substantially different from the Conditions/ Specifications of the RFP.
- 16.2 A Proposal 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 Proposals**

- 17.1 NHA intends to facilitate and sustain an environment of competitiveness, transparency and fairness in the procurement process by, among other means, fairly and impartially processing.
- 17.2 Bidders representatives who are present shall sign a register evidencing their attendance. The NHA will examine the Proposals to determine whether they are complete, whether the requisite Proposal Securities have been furnished, whether the documents have been properly signed, and whether the Proposals are generally in order.
- 17.3 Financial Proposals of only the responsive bidder(s) who have fulfilled the criteria mentioned in clause 1.1 will be opened, announced and put to comparison process. The financial proposal(s) of non-responsive bidder(s) shall be rejected and returned un-opened.
- 17.4 From the date and time of Proposal 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 Proposal Opening, information relating to the examination, clarification, evaluation and comparison of Proposals 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 Proposals, or decisions concerning award of a Contract, may result in the rejection of that Bidder's Proposal and forfeiture of its Bid security.

## **19. Employer's Right to Accept any Proposal and to Reject any or all Proposals**

As per PPRA Rule 33:

- i. The procuring agency may reject all proposals at any time prior to the acceptance of a proposal.
- ii. The procuring agency shall upon request communicate to any supplier or contractor who submitted a proposal, the grounds for its rejection of all proposals, but is not required to justify those grounds.
- iii. Notice of the rejection of all proposals 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 proposal has been determined to be substantially responsive to the RFP, declared as technically qualified and who has offered the highest paying evaluated proposal price (net guaranteed Rental).

## **21. Notification of Award**

- 21.1 Prior to expiration of the proposal validity prescribed by the Employer, the Employer will notify the Concessionaire in writing through a letter i.e. “Letter of Acceptance (LoA)” that its proposal has been accepted. This letter shall consist the amount of Net Guaranteed Rental (quarterly as well as annually) which the Concessionaire shall pay to the Employer within a period of fifteen (15) days, failing which LoA shall be liable to be withdrawn unless otherwise extended by the Employer.
- 21.2 The Letter of Acceptance and its acceptance by the Concessionaire will constitute the formation of the contract, binding the Employer and the Concessionaire till signing of the formal Contract for Guaranteed Rental.

## **22. Security Deposits**

- 22.1 The Concessionaire shall furnish to the Employer the Performance Security, Rental Security and Payment of Advance Tax under Section 236-A of Income Tax Ordinance 2001 in the forms and the amounts stipulated below, within a period of fifteen (15) days after the receipt of Letter of Acceptance.

### **a. Performance Security**

Equal to 10% of the proposal value of advance yearly net guaranteed Rental. The performance security should be in form of Pay order/Demand Draft in favor of “*Road Maintenance Account, National Highway Authority, Islamabad*”. Performance Security should be Valid till 90 days of the expiration of the Contract.

### **b. Rental Security**

The Rental Security shall be equivalent to three (03) months net guaranteed Rentals, offered by the Concessionaire. The Rental Security should be in form of Pay order/Demand Draft in favor of the “*National Highway Authority, Road Maintenance Account, Islamabad*”.

**c. Payment of Taxes**

The Concessionaire shall deposit applicable taxes, over and above the net guaranteed rentals, in advance in the form of Pay order/Demand Draft in favor of the “*National Highway Authority, Road Maintenance Account, Islamabad.*”

22.2 Failure of the Concessionaire to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal Security.

**23. Signing of Contract**

23.1 Within three (03) days from the date of furnishing the pre-requisites in accordance with the Letter of Acceptance under the Conditions of Contract, the Concessionaire shall be bound to attend the office of GM (RoW-Rev) for signing of the Contract Agreement.

23.2 The formal Contract between the Employer and the Concessionaire shall be executed on signing of the Contract Agreement by the parties. Letter of Commencement (LoC) will be issued subsequently containing the date of commencement.

**24. Submission of Design/Drawings**

24.1 Layout plan along with the dimensions is given at **Annex-A, B & C.** Layout plan and facilities therein are made part of RFP only for reference purpose and detailed drawings/design shall be submitted by the bidders with bid, subject to final approval by NHA. No other land use is allowed without written approval of Chairman NHA.

24.2 Subsequent to the award of Contract, the Concessionaire shall submit Detailed Design, including the construction drawings, design life and its material specifications to NHA for review, approval and supervision by the Employer or its authorized representatives. Moreover, if the submitted design/drawings will not be acceptable to NHA, the NHA will inform to Concessionaire regarding amendments, which the Concessionaire shall have to made/abide by. NHA’s representative for supervision will be General Manager (Region).

**25. Due Diligence**

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

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

## **26. Integrity Pact**

Prior to signing of the Contract, the Concessionaire shall sign and stamp the Integrity Pact sample provided hereof. Failure to provide signed and stamped Integrity Pact shall make the proposal non-compliant.

## **27. Confirmation of Receipt**

Please confirm the Employer that you have received all the correspondence as prescribed in this Request for Proposal and certificate in this regard must be attached alongwith the proposal. The authorised representative of Employer for correspondence/communication is: -

### **General Manager (ROW Rev)**

National Highway Authority-HQ,  
Islamabad.

## **28. The Request for Proposal consists of followings: -**

- I. Instructions to bidders (ITB) (**Clauses 1 to 28**).
- II. Qualification Criteria.
- III. Terms & Conditions: - Articles I to XII.
- IV. Addendum to the RFP, if any.
- V. Sample Forms.
- VI. Annexures.
- VII. Financial Proposal Form



## **II. Qualification Criteria**

## **1. TECHNICAL QUALIFICATION CRITERIA AND REQUIREMENTS**

### **1.1 MINIMUM TECHNICAL INFORMATION REQUIRED**

The minimum technical information the NHA requires from Bidders to submit in their Technical proposal to be considered responsive to the technical requirements is:

#### **a. Executive Summary**

A cover letter identifying the firm(s), joint venture or consortium, the relationship of the parties, joint venture agreement or intent of joint venture agreement the lead and associated firms and an Executive Summary of the Bidder's Technical Proposal (not to exceed five pages);

#### **b. Managerial, Technical and Construction Qualifications**

A narrative and graphic presentation (no page limitation) of the Bidder's current managerial, technical, construction and other non-financial, related qualifications to undertake and successfully design, construct, operate and maintain the site under a Contract. It should further elaborate in detail the relevant experience of the bidder, internationally as well as in local conditions. The narrative must explain the Bidder's institutional arrangements; including its proposed contract site organization during construction, operation and maintenance phases. The narrative must also contain the curriculum vitae (CV) of key personnel for the contract such as the Project Manager, Construction Manager, Operations and Maintenance Manger detailing the relevant experience and qualifications. The CV of the Bidder's Chief Executive Officer must also be provided. To assess the capability of the bidder/JV, each JV member needs to submit audited reports from ICAP registered audit firm (in accordance with International Auditing Standards ISA-700) and Financial Statements (in accordance with International Accounting Standards IAS-1) Within this section, the Bidder may provide comments to the draft Contract;

Moreover, in case of OMC (Oil Marketing Company), OMC should have or describe its construction capacity equivalent to C-3 or above for technical qualification.

#### **c. Preliminary Design Drawings**

Layout plan along with their dimensions is given at **Annex-A, B & C**. The purpose of this general layout is just for the information/guidance of the bidder. The detailed conceptual design/drawings shall be submitted/provided by the interested bidder alongwith the technical proposal for the Technical evaluation process. However, subsequent to the award of contract to the successful bidder, the successful bidder shall submit detailed design/drawings to NHA as explained in clause 24.2 of ITB.

**d. Methodology**

A narrative and graphic presentation (no page limitation) of the bidder's methodology to execute the works. The bidder shall clearly explain its construction methodology, time period, state of the art practices, tentative plans, type of structures and erection technology, the machinery, plant and labor needs of the contract, requirement for associated working etc. It should also include work zone safety plans (if required) and the methodology shall be clearly elaborated in layout plans.

**e. Operations and Management Procedures & Systems**

During the operational phase of the Contract, the NHA shall measure the Concessionaire's compliance with operations and Management standards included in an Operations and Management Manual. For the Technical proposal, Bidders must include a narrative of the contents of an Operations and Management Manual the Bidder will prepare, subject to NHA approval, for the Contract, as well as a narrative and graphic presentation of the Bidder's proposed organization and approach to implement the Operations and Management requirements for the Contract (no page limitation). The CVs of key operations and Management personnel must be provided.

**f. Contract Implementation Timetable**

A narrative and graphic presentation of the Bidder's proposed Implementation Timetable (no page limitation), including a narrative of how the Bidder, as the Concessionaire, would work with the NHA to coordinate construction activities. Any material negative deviation from the approved timetable (in Contract) may be cause for a determination of Concessionaire default. Implementation time table beyond four months may lead to disqualification at technical qualification stage.

Bidders shall provide the timeline for completion of civil works e.g. renovation of existing buildings, extension of masjid, construction of new facilities as scope of contract, mobilization at site and starting of operations. The bidder whose timeline will be within the grace period will secure maximum score in technical evaluation.

**g. Innovation**

Bidders may, propose innovations (no page limitation) to help ensure public safety and convenience for the Contract as per international standards.

## **1.2 TECHNICAL ELIGIBILITY AND QUALIFICATION EVALUATION CRITERIA**

NHA developed a list of following evaluation factors that will be used to evaluate each Technical proposal. The quantitative factors and their associated maximum technical point scores which will be used for the technical component evaluation. Bidding is open to all interested bidder(s) with the following must meet status:

- a. An Oil Marketing Company (OMC) should be registered with SECP and having valid OGRA’s license. The OMC must also have minimum five (05) years of relevant experience.
- OR
- b. Authorized dealer/retailer of an OMC can participate in JV with a PEC licensed firm having C-3 or above category. An authorized dealer/retailer of any OMC or a C-3 and above category firm is not eligible for participating individually. Moreover, the authorized dealer of an OMC must have experience of ten (10) years minimum in the operations of filling station.
  - c.
  - d. The interested bidder from above mentioned (a or b) should not be blacklisted, defaulter or debarred from any of the government department(s) of Pakistan. In this regard, the prospective bidder shall submit undertaking on stamp paper to NHA that the firm is neither blacklisted and debarred nor defaulter.

<b>Sr. No.</b>	<b>Evaluation Factor</b>	<b>Max. Score</b>
i	Managerial, Technical & Construction Qualifications	20
ii	Preliminary Design Drawings	25
iii	Methodology	15
iv	Operations & management procedures and systems	10
v	Implementation Timetable for Construction phase	30
<b>Total:</b>		<b>100</b>

**Note:**

- The minimum qualifying marks are Sixty (60).
- Financial proposals of only technically qualified bidders will be opened and announced, the remaining will be returned unopened.
- If two or more higher/highest bidders quote equal financial proposal, then, the 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 proposals.

### **III. CONDITIONS OF CONTRACT** **(Article I to XII)**

**ARTICLE I**  
**TERM OF THE CONTRACT AND CONTRACT SITE**

**Section I. 01 Term**

- a) The term of the Contract shall expire after seven (07) years from the Effective Date i.e. issuance of Commencement Letter, (“Term”). The said Contract shall not be extendable.
- b) The Effective Date shall be started from the date on which the Letter of commencement is issued by the Employer, including grace period.

**Section I. 02 Contract Site**

- (a) Concessionaire shall render the services solely within or with respect to the Contract Site, as defined under sub-paragraph (b). For the purposes of this Contract, the Concessionaire shall have no rights or obligations beyond the geographical limits of the Contract Site.
- (b) The Site offered to the Concessionaire by NHA pursuant to this Contract shall be at Rashakai Service Area on KM-106 North & South Bound of Islamabad - Peshawar Motorway M-1 for Operation & Management of already established Service Area facility and Filling Stations alongwith Establishment of new facilities/amenities as given in Scope of Contract. The Concessionaire shall operate, manage, maintain, renovate and construct the facilities at its own cost. On completion of seven (07) years operations, the entire construction/established amenities will become property of NHA and the Concessionaire shall handover all of the amenities/installations to NHA without any claim to cost.
- (c) The civil works and immovable assets at the site of filling stations (preliminary works, land filling & buildings) is now the property of NHA. However, the moveable structures remain the property of M/s Topi Filling Station (existing Operator whose OM&M Contract is going to expire on 30<sup>th</sup> June, 2020).
- (d) The Concessionaire may settle/negotiate the issue of transfer of rights for moveable assets only i.e. canopy, underground tanks and tuff pavers, on book value worked out by M/s Topi Filling Station within 15 days.
- (e) In case of failure of negotiations between Concessionaire and M/s Topi Filling Station, the latter shall remove its moveable assets within 15 days and the Concessionaire shall bear all the costs associated with installation/erection of moveable structures for making the filling stations operational and the same shall be

transferred to the Concessionaire on the same terms and conditions.

### **Section I. 03 Dimensions of Site**

The total land of Service Area is 18.95 kanals on either i.e. North & South Bound side.

### **Section I. 04 Definitions and Rules of Interpretation:**

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

- a. **“Concessionaire”** means the successful bidder who will be awarded the subject Contract.
- b. **“Contract”** means the Contract for Net Guaranteed Rental, Articles, Conditions of Contract and ITB.
- c. **“Authority”** means National Highway Authority, Government of Pakistan, Islamabad.
- d. **“Contract Rental”** means the advance quarterly net guaranteed Rental payable to the Employer by the Concessionaire as stated in the Letter of Acceptance (LoA).
- e. **“Construction Works”** means construction of all specified civil works, buildings and all other required facilities.
- f. **“Day”** means the Calendar Day.
- g. **“Employer”** means the Chairman, National Highway Authority, Government of Pakistan, Islamabad.
- h. **“Employer’s Representative”** means General Manager (ROW Rev) NHA-HQ, Islamabad or any other person appointed in writing by the Employer from time to time.
- i. **“Filling Stations”** The buildings, established civil infrastructure for Petrol/Diesel/CNG Stations.
- j. **“ITB”** means Instructions to Bidders.
- k. **“Modification of Contract”** is defined as a Contract in writing negotiated and signed between the Employer and the Concessionaire for any change in the original agreement and any obligations associated therewith.
- l. **“OMC”** means Oil Marketing Company.

- m. “Party”** means the Employer or the Concessionaire as the case may be, and Parties means both of them.
- n. “Rental Revenue Security”** means the amount equal to the one advance quarter net guaranteed Rental, which shall be deposited by the Concessionaire to the Employer as security deposit.
- o. “RoW”** means Right of Way.
- p. “Scope of the Contract”** means provision of works and establishment of facilities in accordance with the terms & conditions set in by this document i.e. Request for Proposal (RFP).
- q. “Services”** means services required to be rendered by the Concessionaire in accordance with various articles of the Contract.
- r. “Site Location”** means the site offered for Operation & Management of already established Service Area facility and Filling Stations alongwith Establishment of new facilities/amenities at Rashakai Service Area, km-106 (North & South bound) on Islamabad – Peshawar Motorway M-1: -
- |                          |                          |
|--------------------------|--------------------------|
| 1. Rashakai Service Area | North Bound M-1 (Km 106) |
| 2. Rashakai Service Area | South Bound M-1 (Km 106) |

#### **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 acknowledgement due.

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

#### **General Manager (ROW Rev)**

National Highway Authority-HQ,

27- Mauve Area, G-9/1, Islamabad.

Phone: +92-51-9032729, Fax: +92-51-9032948



**ARTICLE II**  
**SCOPE OF CONTRACT AND OBLIGATIONS OF THE PARTIES**

**Section II. 01                      Scope of Contract**

NHA hereby grants to the Concessionaire subject to the terms and conditions of this Contract to Renovate, Operate, Manage, Maintain and Transfer the facilities at Rashakai Service Area on KM 106 of Islamabad-Peshawar Motorway M-1 that includes but not limited to the following:

**Requirements by Authority:**

- i. Operation, Management & Maintenance of already established Filling stations;
- ii. Renovation, Extension, Operation, Management & Maintenance of already established Masjid as per the drawing provided in this RFP at **Annex-C**;
- iii. Renovation, Operation, Management & Maintenance of already established building/amenities i.e. Tuck Shops, Restaurants, Workshops, Public Toilets and all other established amenities as per building details given at **Annex-A & B** in this RFP.
- iv. Construction/Establishment, Operation, Management & Maintenance of Paid Luxury Toilets along with special ramps for disabled persons;
- v. Construction/Establishment, Operation, Management & Maintenance of Restaurants or Fast Food Outlets (not exceeding 02 in numbers without creating congestion);
- vi. Construction/Establishment & Maintenance of Parking Sheds;
- vii. Special Ramps/allocated Parking and separate/designated Toilets for Disabled Persons and Senior citizens;
- viii. Maintenance and payment of utilities of already established Cultural & Heritage Information Center;
- ix. Placement of minimum three (03) Nos. Electric Dispensers for Potable Water at visible locations for the Public;
- x. Continues Operations of site and cleanliness;
- xi. Plantation of beautiful Flowers and trees at site;
- xii. Provision of ATM and Debit/Credit card swipe facility.

## **Section II. 02 Obligations and Covenants of the Concessionaire**

### **I. The obligations of the Concessionaire shall include:**

- a. The Concessionaire will get approval of design, specifications, schedule of work according to work plan from NHA and shall not make any additions, alterations and/or modifications to the approved plan, either temporary or permanent, in or around the Contract Site without the prior written permission from the Employer.
- b. Ensuring routine maintenance, service and repair of the filling stations and all fixtures at the Contract site so as to give a clean look.
- c. Supply of Diesel, Petrol & Oil products at prevailing rates and Supply of hygienic, nutritious, fresh Halal food and beverages (“Edibles”), at the tuck shops & Restaurants at reasonable and competitive prevailing market prices; provided that the quality, menu and prices of the Edibles shall be subject to the review as per Govt. Policy and shall accord with established international health and hygiene standards; provided further that any revision or change in the quality, menu or prices of the Edibles shall be subject to the approval from the authority concerned.
- d. Keep all parts of the Service Area and Filling stations in a sanitary and clean state;
- e. Providing appropriate waste/trash cans for the disposal of refuse/waste/trash (“Trash”) in and around the Contract Site and arranging for removal of Trash from the Contract Site every day.
- f. Establishing and maintaining a computerized sale system at the Filling stations whereby a record of all the sales (“Record”) at the Filling stations shall be maintained, as per existing laws of the land.
- g. Dedicating special tables in restaurants for elderly citizens and disabled persons.
- h. Dedicated parking on both sides of Service Area for senior citizens & disabled persons.
- i. Special staff for assistance of senior citizens and disabled persons at restaurants and wash rooms.
- j. Ramps along all amenities for senior citizens and elderly persons.
- k. Dedicated/specialized washrooms for senior citizens and disabled persons.
- l. Dedicated place near main parking area, for parking of wheelchairs with staff.

- m. 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 Service Area, filling stations and other amenities including, Tube Well, Street Lights, Mechanic/Tyre shops etc. at the Contract Site according to their usage in the domains of Service Area, failure will result in forfeiture and encashment of Securities. The encashment of securities may be exercised as and when the Concessionaire defaults/violates any of the agreed terms & conditions set in by this document i.e. RFP.
- n. Arranging, at its own expense, alternative/standby arrangements/generators as necessary in the case of non-availability of electricity or load shedding for whole Contract period.
- o. 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 Concessionaire as well as NHA.
- p. Providing suitable and well-organized 24 hours' security arrangements like installation of CCTV Cameras on the entire Contract Site and its surrounding area and Security Guards for the safety of commuters.
- q. 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 Agreement.
- r. Maintaining effective Fire Fighting arrangements.
- s. Provide First Aid facility.
- t. Provide drug-free and hygienic services by establishing a drug-free atmosphere in compliance with Govt. policies.
- u. Providing potable drinking water for the use of general public by installation of electric water cooler.
- v. Complying with all terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.
- w. Using the Contract Site solely for defined/given purposes as per terms & condition of this RFP;
- x. Supplying labor, materials, equipment and other resources necessary for the performance of the above mentioned tasks.
- y. Complying with all terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.

**II. In carrying out its obligations, the Concessionaire represents and covenants that:**

- a. There are no legal, criminal & financial default proceedings pending or threatened for the liquidation of the Concessionaire or that could materially or adversely affect the performance by the Concessionaire of its obligations under this Contract.
- b. The Concessionaire shall at all times maintain its corporate existence in compliance with the Laws of Pakistan.
- c. The Concessionaire 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 Concessionaire may assign, delegate or subcontract its rights and obligations pursuant to this Contract subject to the prior written approval of NHA as per clause 1.10 of GCC.
- 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 Concessionaire 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 Contract Site.
- g. In no event shall termination for convenience be deemed a 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 furnishing to Concessionaire 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 deemed to refer only to those operation and management tasks that continue to be required to be performed by Concessionaire hereunder. In the event of termination of this Contract by NHA for convenience the Concessionaire 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.

- i. In no event shall termination for convenience be deemed a default by NHA under this Contract. Nevertheless, NHA recognizes that a Termination for Convenience will cause temporary but adverse financial consequences upon Concessionaire. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by Concessionaire would be impossible to predict at the time of execution of this Contract. Therefore, the parties agree that a termination fee will be paid by NHA to Concessionaire upon the occurrence of any Termination for Convenience, which termination fee is a fair and reasonable estimate of the adverse economic consequences that will be sustained by Concessionaire. The termination fee shall be fixed by a designated committee members notified by the employer, who shall assess the monetary value of the asset at that particular time and the Concessionaire shall be compensated according to assessed value of the commodity by NHA when the termination for convenience Clause is invoked by NHA.

### **Section II.03 The Employer's Representations, Warranties and Covenants**

NHA hereby represents and warrants to the Concessionaire 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 Legal Land 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 Concessionaire'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;
- f. NHA shall make available or cause to be made available to the Concessionaire the Contract Site, for establishment of the filling stations alongwith tuck shops and tyre shops and paid luxury toilets as per approved plan free of 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 shall use its good offices if requested and help the Concessionaire in obtaining permissions and licenses required from time to time for the purposes of the Contract; however, it is not an obligatory.
- i. NHA shall grant or assist the grant or processing of applications for any work permits, employment passes, visas and other permits, as necessary for the Concessionaire, its directors, employees, Concessionaires and other individuals employed for performance of its obligations pursuant to this Contract Agreement in accordance with the laws of Pakistan; and
- j. NHA will comply with all the terms and conditions of this Contract.

### **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 keep clothing of the staff neat and clean at all the times.
- ii. The fuel provided at the filling station should be of national standards and at the notified prices by Government of Pakistan.
- iii. The staff shall be courteous to the road commuters and follow best practices while imparting services.
- iv. Only fresh and hygienic food stuff will be served 24 hours at the site.
- v. Prices of all the items being sold at Tuck shops, stores, restaurants shall be displayed and shall not greater/higher than those approved by respective food authority of the jurisdictional control or NHA as the case may be.

**ARTICLE III  
TERMS AND CONDITIONS OF PAYMENT & PENALTIES**

**Section III. 01 Terms and conditions of payment**

The general terms and conditions with regard to the payments to be made by the Concessionaire pursuant to the Contract are as under:

- (i) The Contract is based upon fixed Net Guaranteed Rental payment arrangement between the Concessionaire and NHA. NHA shall receive advance quarterly net guaranteed Rental sum amounting to (“amount quoted in the Bid/Proposal”), notwithstanding the actual revenue collected/generated by the Concessionaire from the Contract Site. The Advance Quarterly Net Guaranteed Rental 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 Rental of the preceding year cumulatively.
- (ii) The Concessionaire shall deposit the advance guaranteed Rental 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 favour of National Highway Authority Road Maintenance Account, Islamabad. Upon completion of three (03) months, if the Concessionaire fails to deposit the advance guaranteed Rental for next three (03) months by 5<sup>th</sup> of the calendar month than an amount of Rs. 5,000/- per day shall be charged upto 15<sup>th</sup> of each calendar month. After delay of 15 days from the due date, Contract shall become liable to be terminated under default of Concessionaire including forfeiture of Performance and Rental Security.
- (iii) All payments due under this agreement shall be in Pakistani Rupees;
- (iv) All taxes including income tax shall be paid by the Concessionaire according to the prevailing Taxation Laws in Pakistan; and
- (v) The Concessionaire shall deposit three (03) months guaranteed Rental in advance to NHA in addition to the security deposits as clause 21 of ITB. The Concessionaire shall be refunded the Security deposits upon expiry of the Term, after clearance of all outstanding liabilities of the Concessionaire pursuant to the Contract. Any structural or cosmetic damage caused to the Contract site due to the willful or negligent acts or omissions of the Concessionaire or the employees, agents, servants or representatives thereof, shall be deducted from the Security, provided that deposit of the Security shall not absolve the Concessionaire of its liabilities and duties pursuant to this Contract nor shall it indemnify the Concessionaire in the event of default in paying the Guaranteed Rental to NHA.

**ARTICLE IV  
TRADE NAME AND ADVERTISEMENT**

**Section IV .01**

- a. The Concessionaire shall only use and display its proprietary trade name in marketing and advertisement 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 Concessionaire shall advertise about the Service Area & other facilities including filling stations, etc. at its own cost and expense. The Concessionaire shall not display advertisements or signs that are environmentally damaging, dangerous for highway safety, or against the social 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 Concessionaire shall not install/erect any advertisement material at the premises of Contract Site except its trade name, sign/directional boards, awareness message for Public and the facility name.
- d. During the term, NHA shall retain the right to lease open space within the Contract Site for third party advertisement at its sole discretion.
- e. The Concessionaire shall remove all its signboards, and advertisements immediately upon termination or expiry of this Contract.



## **ARTICLE V PUBLIC UTILITIES**

### **Section V.01 Limit of NHA Obligation**

NHA shall provide on the Concessionaire'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 Concessionaire for any loss, damage or expense incurred by the Concessionaire as a result of inaccurate or late information being provided by NHA.

### **Section V.02 Facilities**

#### **Drinking Water Cooler**

The Concessionaire shall arrange at his own all the facilities including drinking water and must ensure provision of electric cooler for the use of general public.

#### **Surveillance cameras**

Successful bidder shall be responsible to install and cover the area of Filling Stations with surveillance cameras round the clock having sufficient storage capacity of data for security purpose at his own cost.

### **Section V.03 Application for supply**

In relation to the supply of public utilities and services required by the Concessionaire 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 Concessionaire 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 that are not necessary for performance of the Services.

### **Section V.05 Access to Contract Site for Public Utilities**

The Concessionaire shall permit at any time during the Term the authorized personnel of a public utility provider to have 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 Concessionaire shall be responsible for the payment of all utility bills and POL/Maintenance of stand by generators for the Contract Site in his area of jurisdiction including but not limited to street lights and lightning on filling stations on actual basis by installing a sub-meter in accordance with the provisions of Article II of this Contract.

**ARTICLE VI  
THE NHA REPRESENTATIVE AND EMPLOYEES OF THE  
CONCESSIONAIRE**

**Section VI.01 Employer Representative**

The Employer representative for the supervision of construction works will be General Manager (Project)/General Manager (Region/Maint). He will supervise the works through respective field officers and will be responsible to implement the Contractual Obligations of Concessionaire.

**Section VI.02 Staff of the Concessionaire**

- a. The Concessionaire shall, at its own cost and expense, hire the services of skilled and unskilled staff (“Employees”) for the operation, management, maintenance and supervision of service area, filling stations & its 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. NHA may in its sole discretion deem an employee unfit to perform services at under this Contract. Such employee shall be immediately removed by the Concessionaire besides taking other course of action required as per Legal way and Law upon the request of NHA and shall not be reappointed to perform any work under this Contract except with the written consent of NHA. In the event that NHA elects to exercise its power under this provision, the Concessionaire shall have no right to any compensation whatsoever for any loss consequential to the exercise of such power.
- c. The Employees shall be in proper uniform and must be capable of providing services pursuant to the Contract in an honest, courteous and efficient manner.
- d. If at any time after provision of the List, the Concessionaire desires to recruit or dismiss an employee, the Concessionaire shall forthwith notify EMPLOYER of such recruitment or dismissal, to update list of employees all the times.
- e. The Concessionaire shall promptly notify EMPLOYER if with respect to an employee (I) any disciplinary action has been commenced or taken by the Concessionaire, or (II) any criminal proceedings have been initiated or concluded.
- f. The Concessionaire shall comply with all prevailing laws, rules and regulations of Pakistan with regard to rights and obligations of the Employees.

**ARTICLE VII  
DEFAULT**

**Section VII.01 Defaulting events along with penalty**

- a. The occurrence of any one or more of the following events shall constitute an event of default by the Concessionaire under this Contract:
- i. Addition or deletion of any business/facility without prior agreement with the Employer;
  - ii. Indulgence in fraudulent acts;
  - iii. Failure to promptly reimburse NHA for any loss or damage caused thereto attributable at an act or omission of the Concessionaire;
  - iv. Delay in commencement or discontinuance by the Concessionaire in the performance of obligations under this Contract agreement;
  - v. Failure to pay the Guaranteed Rental amount to NHA timely as committed in this Contract.
  - vi. Insolvency, bankruptcy or liquidation of the Concessionaire;
  - vii. Failure by the Concessionaire to perform any component of the Contract in a manner specified in the Contract.
- b. If the Concessionaire commits a default as set out herein above, Employer shall be entitled to exercise the following rights in addition to any or all remedies available to Employer under the law:
- i. Will encash performance security and Rental security.
  - ii. Employer may terminate this Contract immediately alongwith blacklisting of the Concessionaire on the recommendation of GM (ROW Rev);
  - iii. Employer may fine the Concessionaire upon each occurrence of a defaulting event. The fine shall range from Rupees ten thousand (Rs. 10,000/-) to Rupees one Lac (Rs. 100,000/-).The exact fine depending on the severity of the defaulting event shall be determined by a representative from ROW Rev section, nominated by GM (ROW Rev); and
  - iv. Employer may confiscate the Security deposits i.e. Performance and Rental Securities deposited by the Concessionaire to the Employer for the said Contract.

## **ARTICLE VIII EXPIRY AND TERMINATION**

### **Section VIII.01 Expiry Date of Contract**

After issuance of Commencement Letter, the Contract shall be valid for seven (07) years and shall not be extendable.

### **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 in its sole discretion, at any time during the Term. Employer may exercise this right by furnishing a written notice to the Concessionaire of its action to do so, which the Contract is being terminated. 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 Concessionaire may give notice to Employer in writing, specifying the default and requiring Employer to rectify the same within sixty (60) days from the date of such notice. If Employer fails to remedy/rectify the said default within the given time period, the Concessionaire shall have the right to issue final notice for termination of Contract on Employer, which shall become effective sixty (60) days from the date of the Termination Notice and in this case Employer will release the Securities deposits of the Concessionaire.

## **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 and whose occurrence could not have been reasonably foreseen at the date of this Contract by exercise of 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, and includes, but is not limited to war, invasion, riots, insurrection, civil commotion, acts of terrorism in that particular locality only, unusual flood, major earthquake, volcanic activity, radiation or chemical contamination, ionizing radiation, explosions, serious epidemics, 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 result of any acts of man, documentary evidence for existence of such condition shall be required from Concessionaire.

### **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 give 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 upto maximum 182 days, or termination of the Contract if the parties agree that such termination is necessary and has been rendered unperformable because of the Force Majeure condition.

### **Section IX.04 Extension of Time due to Force Majeure**

If the operations at site remain suspended for more than 15 days but become operational within 182 days during the currency of contract, the Concessionaire will be granted extension of time for compensating him. The Extension of Time shall be exactly equal to that time period, for which the sites were not remained 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 Concessionaire shall immediately cease to enjoy rights under the Contract agreement and shall remove all the Employees, workmen, employees, servants, 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 thereof, in a properly maintained & operational condition.
- b. The Employer shall, inspect the Contract Sites and assets thereon including all civil works, installations, equipments and facilities and shall issue an inventory to Concessionaire specifying the condition of the assets thereon and whether Concessionaire 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 Concessionaire pursuant to this Contract shall revert to, vest in or remain vested in the Employer, as the case may be.
- d. Concessionaire shall ensure that the Contract Site and other assets under the agreement upon the date of early termination or expiry become free of all liens and charges.
- e. If this Contract is terminated pursuant to Sections VIII.02 (a) or VIII.02 (b), then an amount equal to the assessed value of the facility by the designated committee shall be reimbursed to the Concessionaire as demobilization charges.
- f. Notwithstanding any dispute between the Parties or any claim against NHA, the Concessionaire shall hand over vacant and 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. Any dispute between the Parties or any claims of the Concessionaire against NHA shall not in any case entitle the Concessionaire to refuse or delay the transfer of these assets to NHA. Failure by the Concessionaire to do so in accordance with the terms and conditions of this Contract shall be treated as encroachment and unauthorized occupation by the Concessionaire 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 Concessionaire and the 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. The Employer Representative General Manager (ROW-Rev), NHA shall be served with a notice containing the cause of action, mentioning facts of the case and relief sought. The General Manager (ROW-Rev) 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 Concessionaire is dissatisfied with the decision of the General Manager (ROW-Rev) or if the decision of the General Manager (ROW-Rev) is not forthcoming within the stipulated or extended period, the Concessionaire may within two (02) weeks from the receipt of the decision of the General Manager (ROW-Rev) or expiry of twenty-eight days' time 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 a Sole 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 Concessionaire, 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 Adjudicator's decision or within twenty-eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case he fails to give decision. Place of litigation shall be Islamabad.

Provided however, that the parties shall have the right at 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, in case of failure of amicable settlement of the dispute, after fifty-six (56) days period from the date of service of the Notice of Intention to commence litigation.

## **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 effected in form of a V.O. 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, 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 Concessionaire shall obtain and maintain during the pendency of Contract, insurance for all assets developed in Contract or handed over to Concessionaire for performing services under this Contract against loss & damage due to any reason.
- b. The Concessionaire shall obtain and maintain during the pendency of contract, insurance for Concessionaire's Equipment and other things brought onto the Site by the Concessionaire, for a sum sufficient to provide for their replacement at the Site.
- c. Concessionaire shall obtain and maintain comprehensive health insurance for its entire staff working on Contract Site.
- d. Concessionaire 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 Concessionaire.

### **Section XII.04 Compliance with Government Rules and Regulations**

The Concessionaire shall, during the Term of this Contract, 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 Concessionaire in respect of the land made available to it do not confer upon the Concessionaire any proprietary right, title or interest over such land.

**IV. ADDENDUMS AND  
CORRIGENDA/ERRATA TO THE REQUEST  
FOR PROPOSAL (RFP), IF ANY**

## **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 (ROW Rev)**  
**National Highway Authority-HQ**  
**27-Mauve Area, G-9/1, Islamabad**

**From:**

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

**CONTRACT FOR GUARANTEED RENTAL**

**OPERATION & MANAGEMENT OF ALREADY ESTABLISHED SERVICE AREA FACILITY AND FILLING STATIONS ALONGWITH ESTABLISHMENT OF NEW FACILITIES/AMENITIES AT RASHAKAI SERVICE AREA, KM-106 (NORTH & SOUTH BOUND) ON ISLAMABAD – PESHAWAR MOTORWAY M-1**

**THIS CONTRACT AGREEMENT** (hereinafter called “the Agreement”) made on ----- day of -----20 between National Highway Authority (hereinafter called “the Employer”) of the one part and -----(hereinafter called “the Concessionaire”) of the other part.

**WHEREAS** the Employer is desirous that Operation & Management of already established Service Area facility and Filling Stations alongwith Establishment of new facilities/amenities at Rashakai Service Area, Km-106 (North & South Bound) on Islamabad – Peshawar Motorway (M-1) on Quarterly Advance Net Guaranteed Rental basis shall be performed by the Concessionaire for the period from effective date of Commencement till 30 June, -----20 and has accepted Concessionaire’s bid on Quarterly Advance Net Guaranteed Rental basis for Rs. -----/- (Rupees in words) per month.

**NOW THIS CONTRACT AGREEMENT** witnesseth 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. Contract Agreement.
  - II. Letter of Acceptance.
  - III. Instructions to bidders (ITB) (**Clauses 1 to 28**).
  - IV. Conditions of Contract: Articles I to XII.
  - V. Financial Proposal Form.
  - VI. Addendum and corrigendum/erratum to the Request for Proposal (RFP), if any.
  - VII. Annexures (**Annex-A, B & C**).
  - VIII. Qualification Criteria.
  - IX. Sample Forms
3. Under this Contract Agreement, the Concessionaire 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 their 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 Concessionaire in accordance with the Contract Agreement, the Concessionaire hereby covenants with the Employer to deposit Pay Order/Demand Draft in favour of “*Road Maintenance Account, National Highway Authority Islamabad*” for the agreed Quarterly Advance Net Guaranteed Rentals 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 accordance with their respective laws the day and year first above written.

**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 Concessionaire

Signature of Employer

\_\_\_\_\_  
(Stamp)

\_\_\_\_\_  
(Stamp)

Signed, Stamped and Delivered in the presence of:

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

(Name, Title and Address)

(Name, Title and Address)



**(INTEGRITY PACT)**

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

Contract Title: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Contract signing date: \_\_\_\_\_

..... [name of Concessionaire] 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 Concessionaire] 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 Concessionaire] 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 Concessionaire] 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 Concessionaire] 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 Concessionaire] 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.

National Highway Authority  
Signature: .....  
**[Stamp]**

Name of Concessionaire  
Signature: .....  
**[Stamp]**

\_\_\_\_\_  
**Concessionaire**

\_\_\_\_\_  
**NHA**

## **VI. ANNEXURES**

**Annex-A**



**Annex-A**



**Annex-B**

**Rashakai Service Area (South Bound) on M-1**

Sr.	Description	Length	Width	Covered Area
1.	<b>Filling Station Area (Petrol)</b>			
a.	Tuck Shop	16 M	9.5 M	152 SM
b.	Store + Office	13.5 M	5.5 M	74.25 SM
<b>Total Covered Area</b>				<b>226.25 SM</b>
2.	<b>Restaurant Area</b>			
a.	Restaurant	37.5 M	7.2 M	270 SM
b.	Tuck Shop	9.3 M	4.6 M	42.78 SM
<b>Total Covered Area</b>				<b>312.78 SM</b>
3.	<b>Mosque Area</b>			
a.	Mosque	14 M	10 M	140 SM
b.	Gents Washrooms	9.8 M	7.4 M	75.52 SM
c.	Ladies Washrooms	10 M	7.3 M	73 SM
<b>Total Covered Area</b>				<b>285.52 SM</b>
4.	<b>Filling Station Area (Diesel)</b>			
a.	Ladies Prayer Area + Washrooms	8.4 M	7.6 M	63.84 SM
b.	Tuck Shop + Tyre Shop	15.5 M	5.5 M	85.25 SM
<b>Total Covered Area</b>				<b>149.09 SM</b>
<b>Overall Total Covered Area</b>				<b>973.64 SM</b>



**Annex-B**

**Rashakai Service Area (North Bound) on M-1**

Sr.	Description	Length	Width	Covered Area
1.	<b>Filling Station Area (Petrol)</b>			
a.	Tuck Shop	16 M	9.5 M	152 SM
b.	Store + Office	13.5 M	5.5 M	74.25 SM
<b>Total Covered Area</b>				<b>226.25 SM</b>
2.	<b>Restaurant Area</b>			
a.	Restaurant	37.5 M	7.2 M	270 SM
b.	Tuck Shop	9.3 M	4.6 M	42.78 SM
<b>Total Covered Area</b>				<b>312.78 SM</b>
3.	<b>Mosque Area</b>			
a.	Mosque	14 M	10 M	140 SM
b.	Gents Washrooms	9.8 M	7.4 M	75.52 SM
c.	Ladies Washrooms	10 M	7.3 M	73 SM
<b>Total Covered Area</b>				<b>285.52 SM</b>
4.	<b>Filling Station Area (Diesel)</b>			
a.	Ladies Prayer Area + Washrooms	8.4 M	7.6 M	63.84 SM
b.	Tuck Shop + Tyre Shop	15.5 M	5.5 M	85.25 SM
<b>Total Covered Area</b>				<b>149.09 SM</b>
<b>Overall Total Covered Area</b>				<b>973.64 SM</b>

**Annex-C**

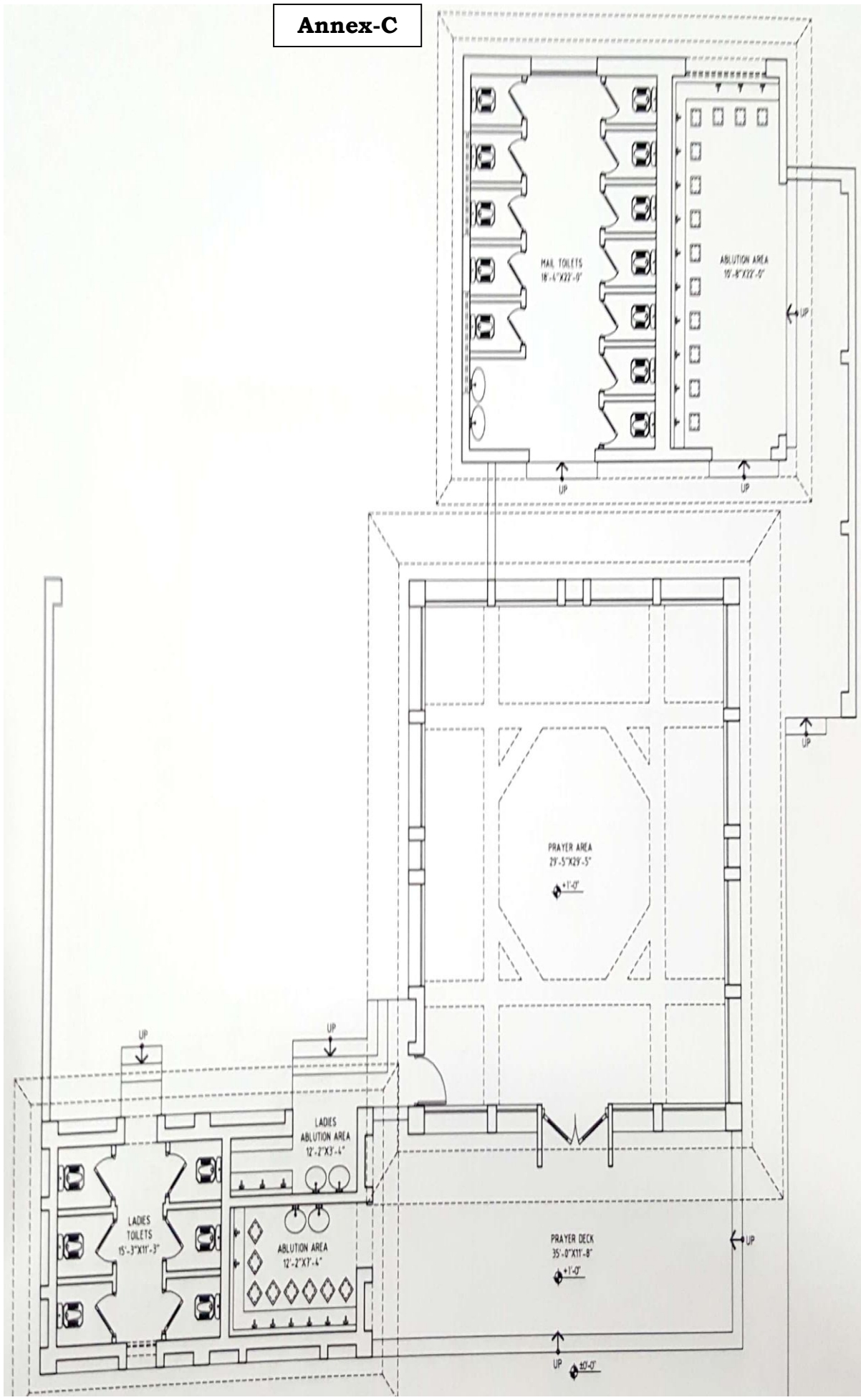


**Annex-C**

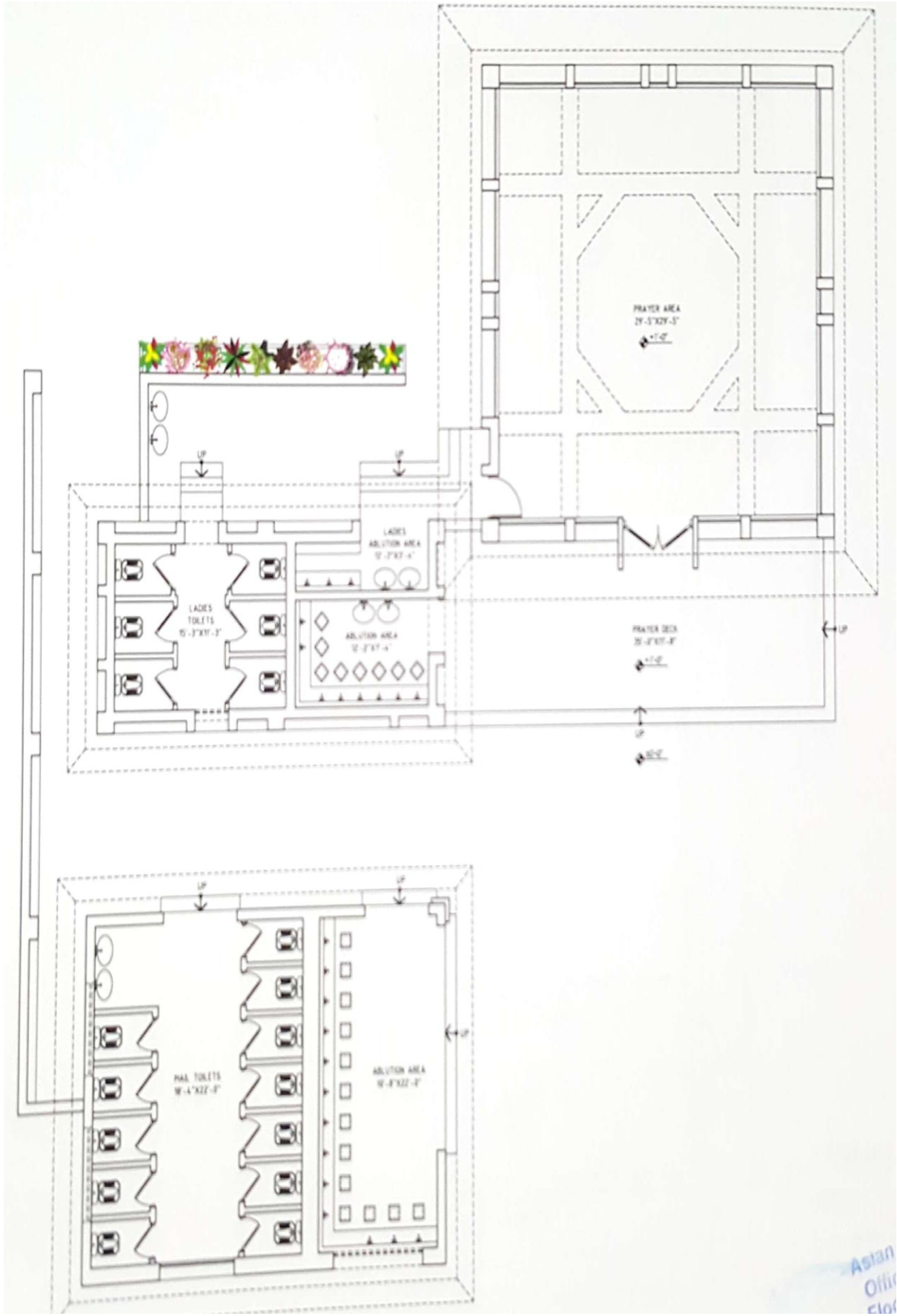




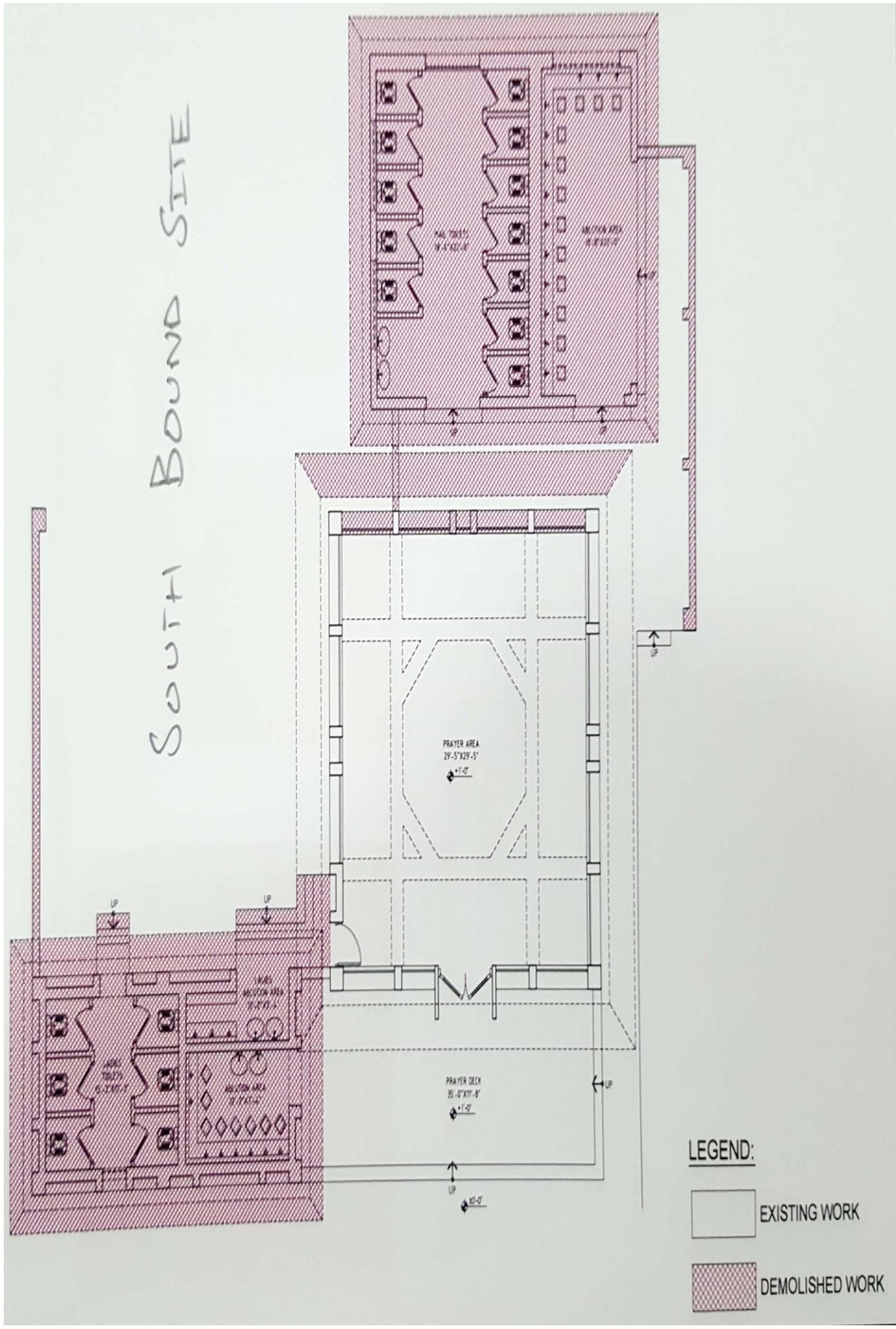
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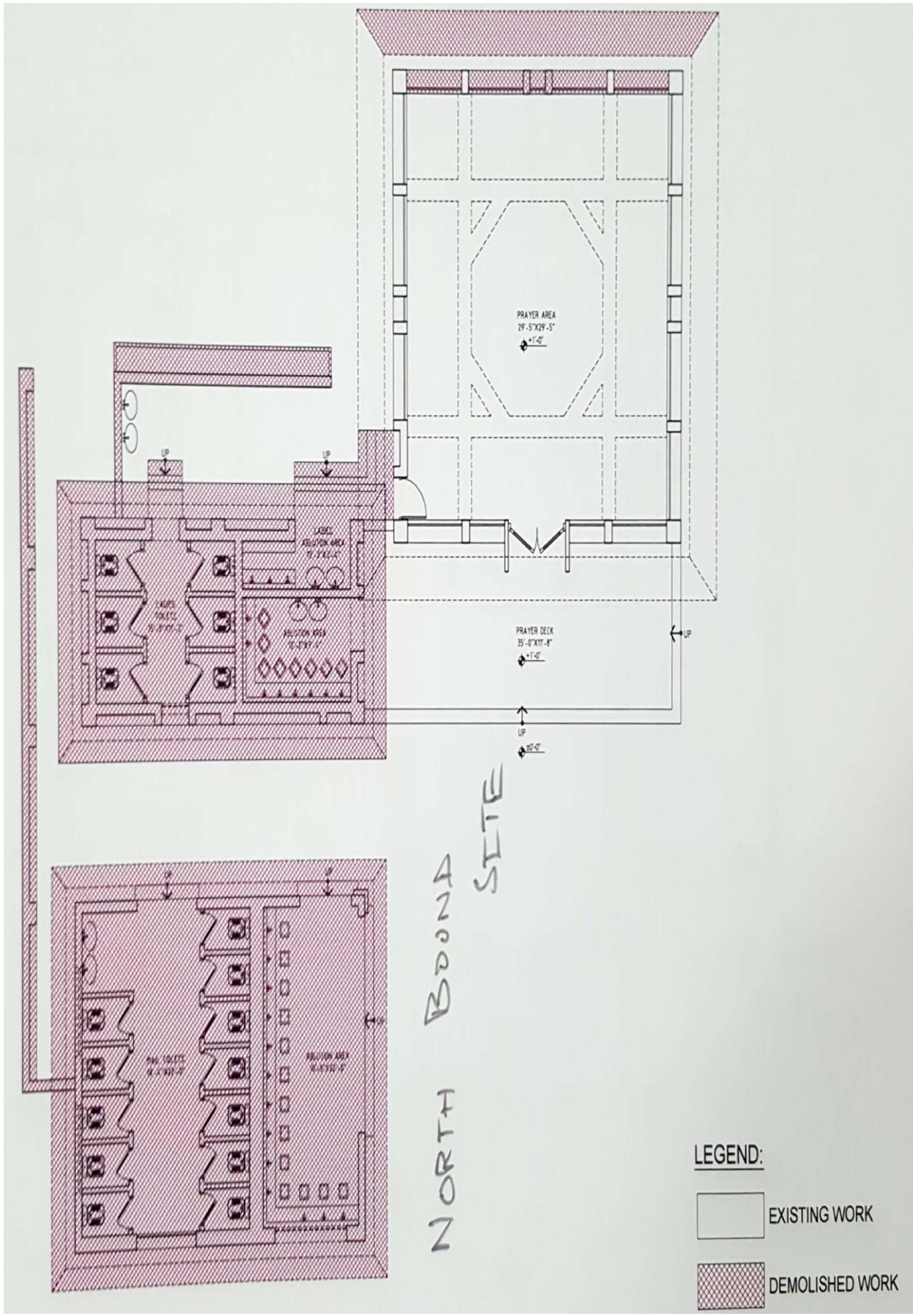
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**Annex-C**

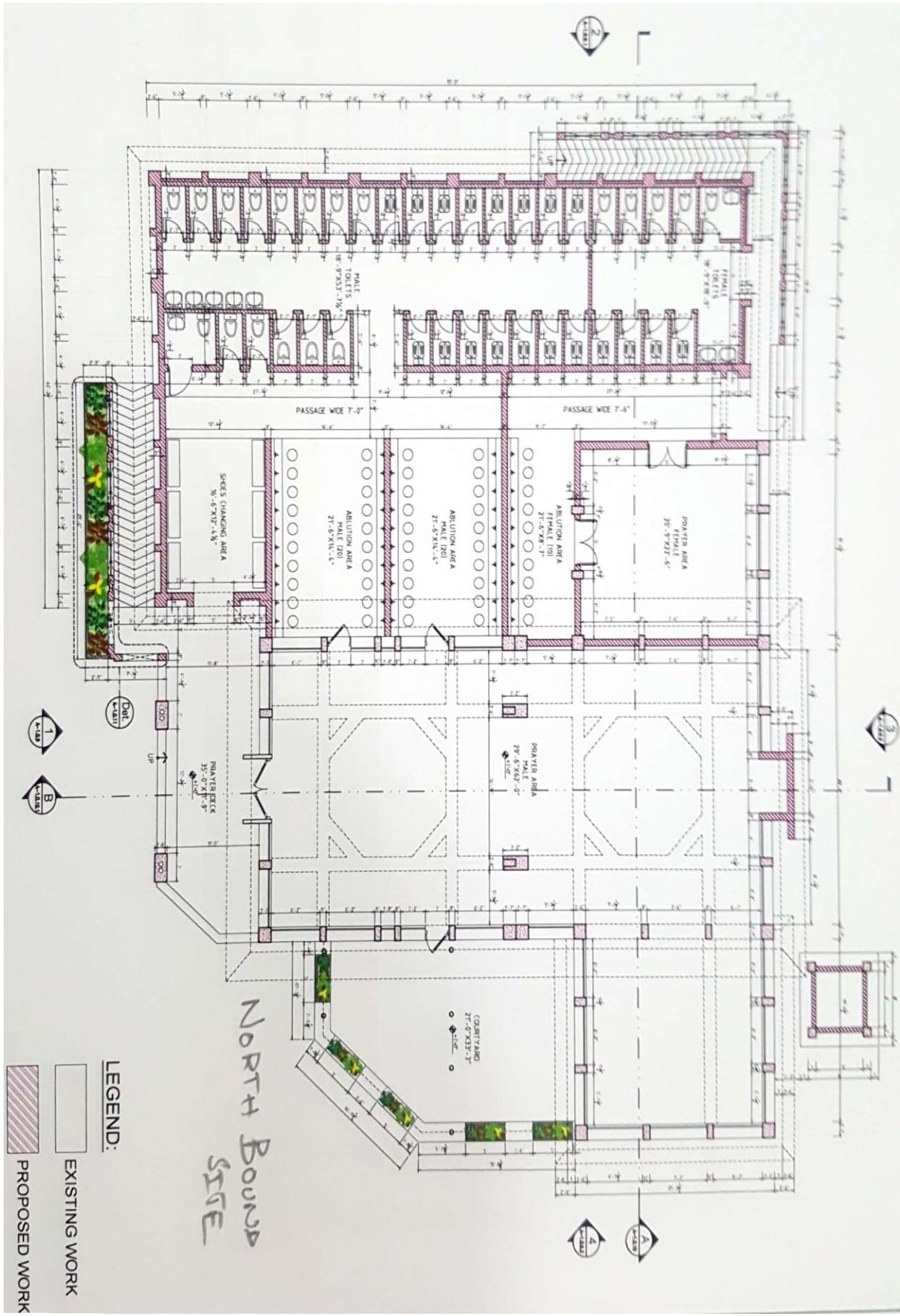


**Annex-C**





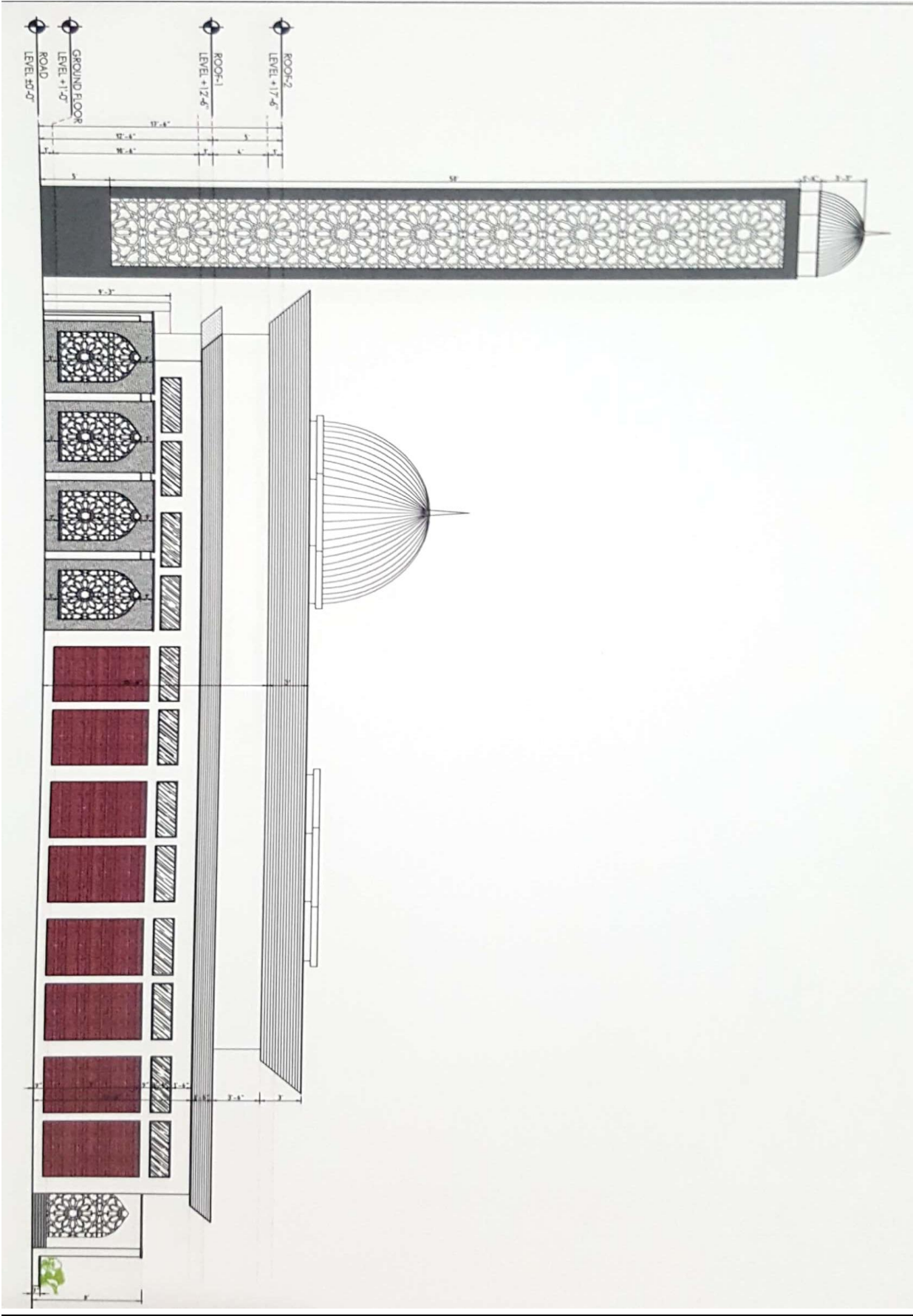
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**Annex-C**

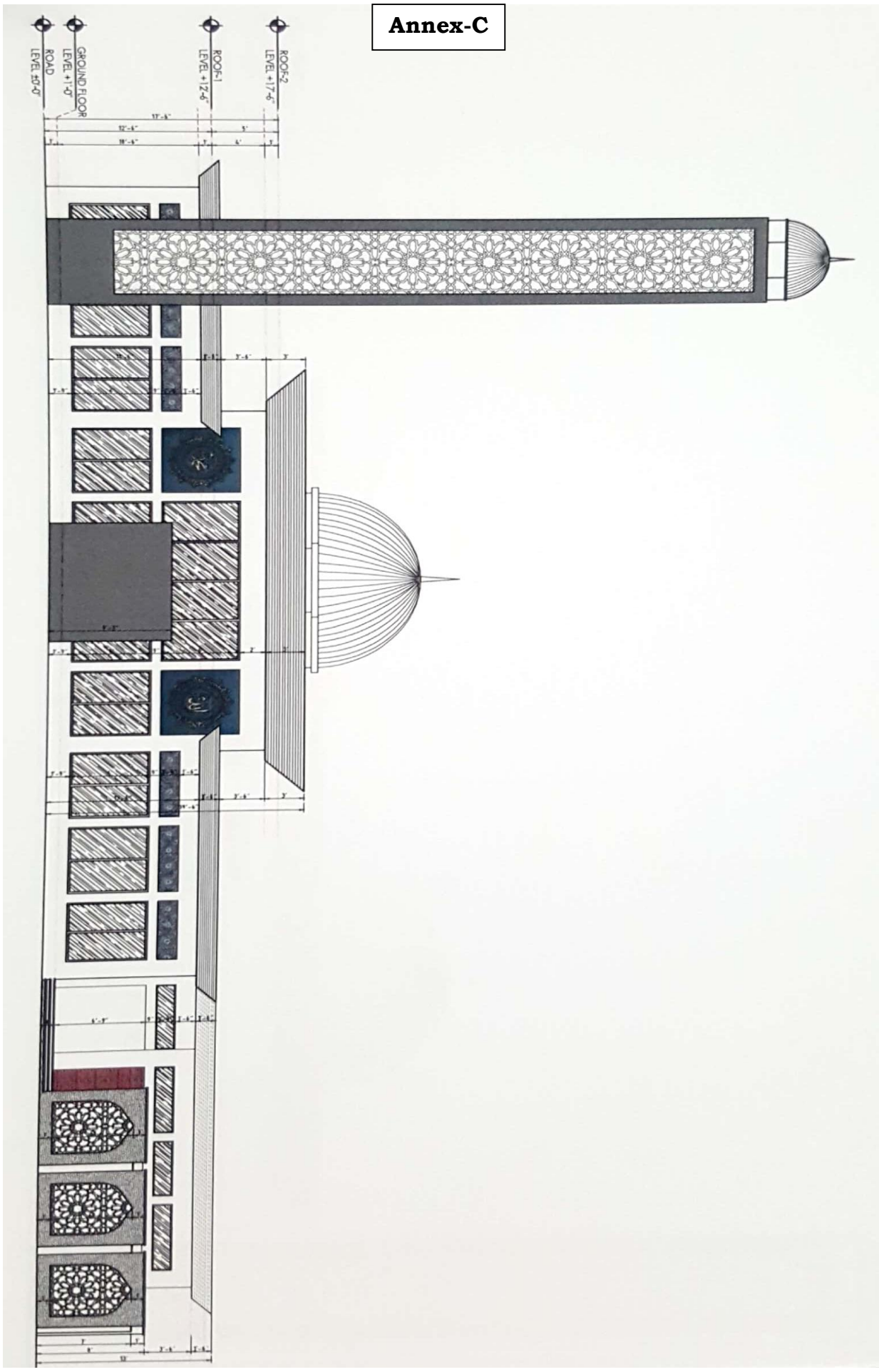


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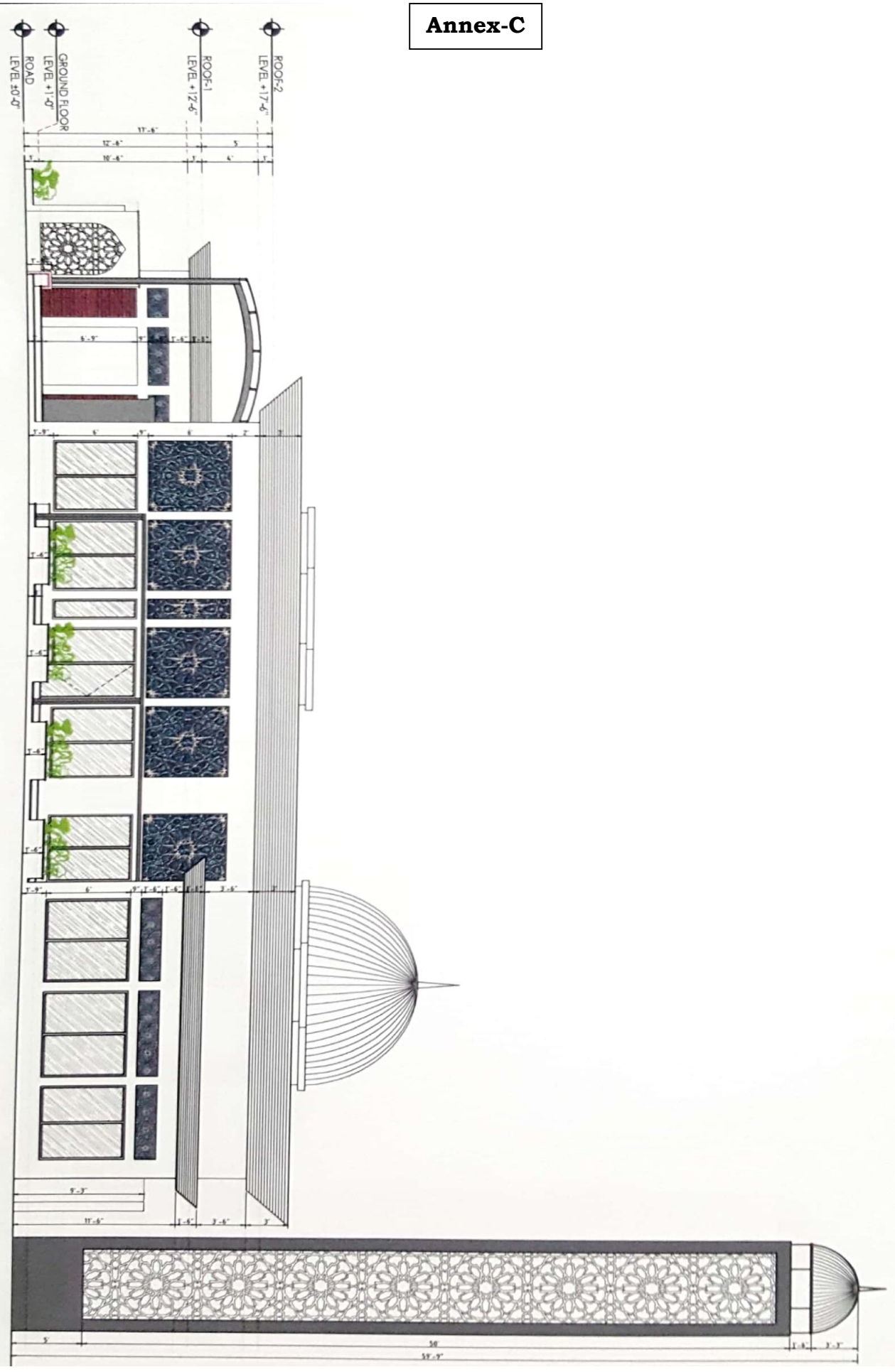




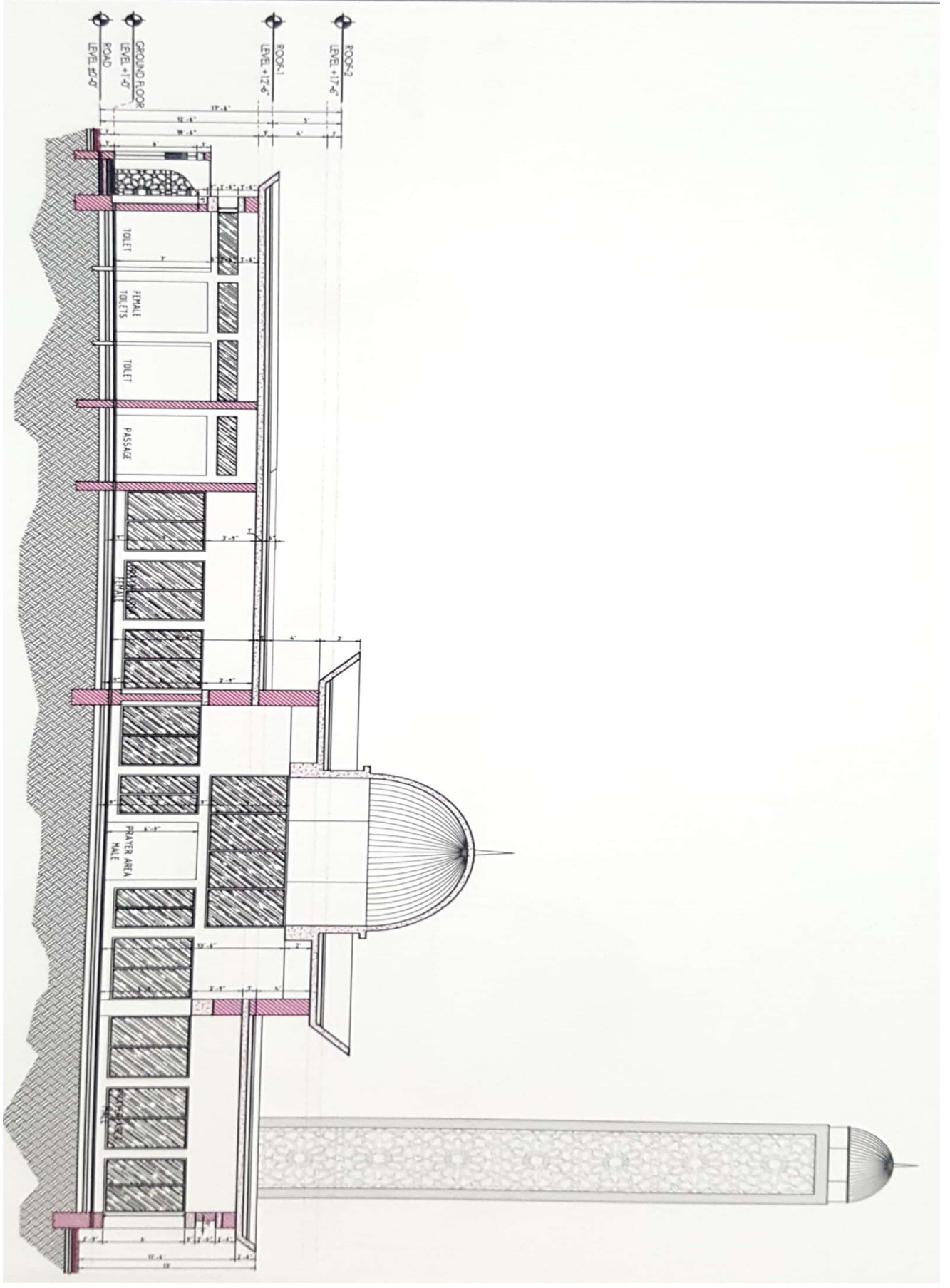
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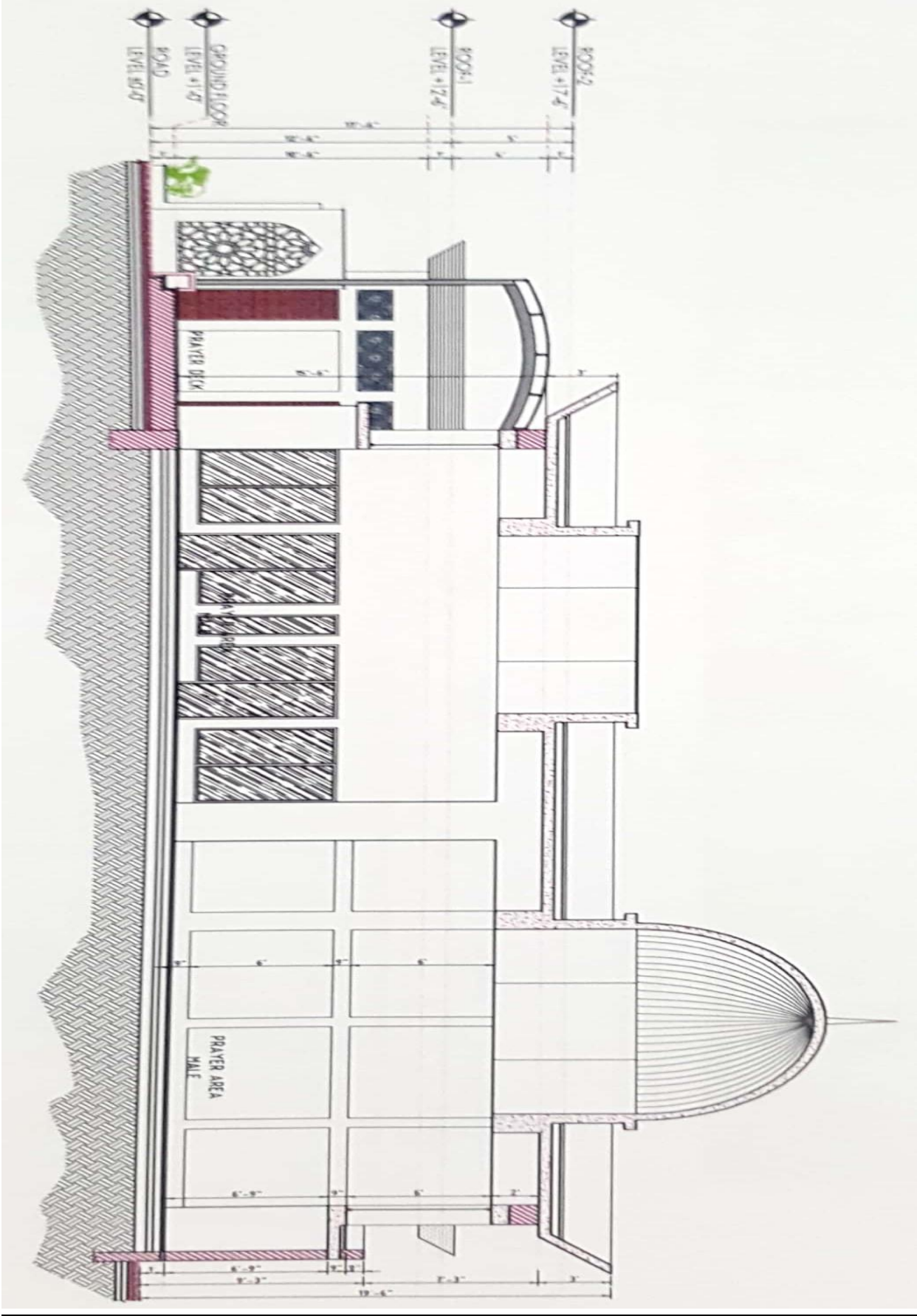
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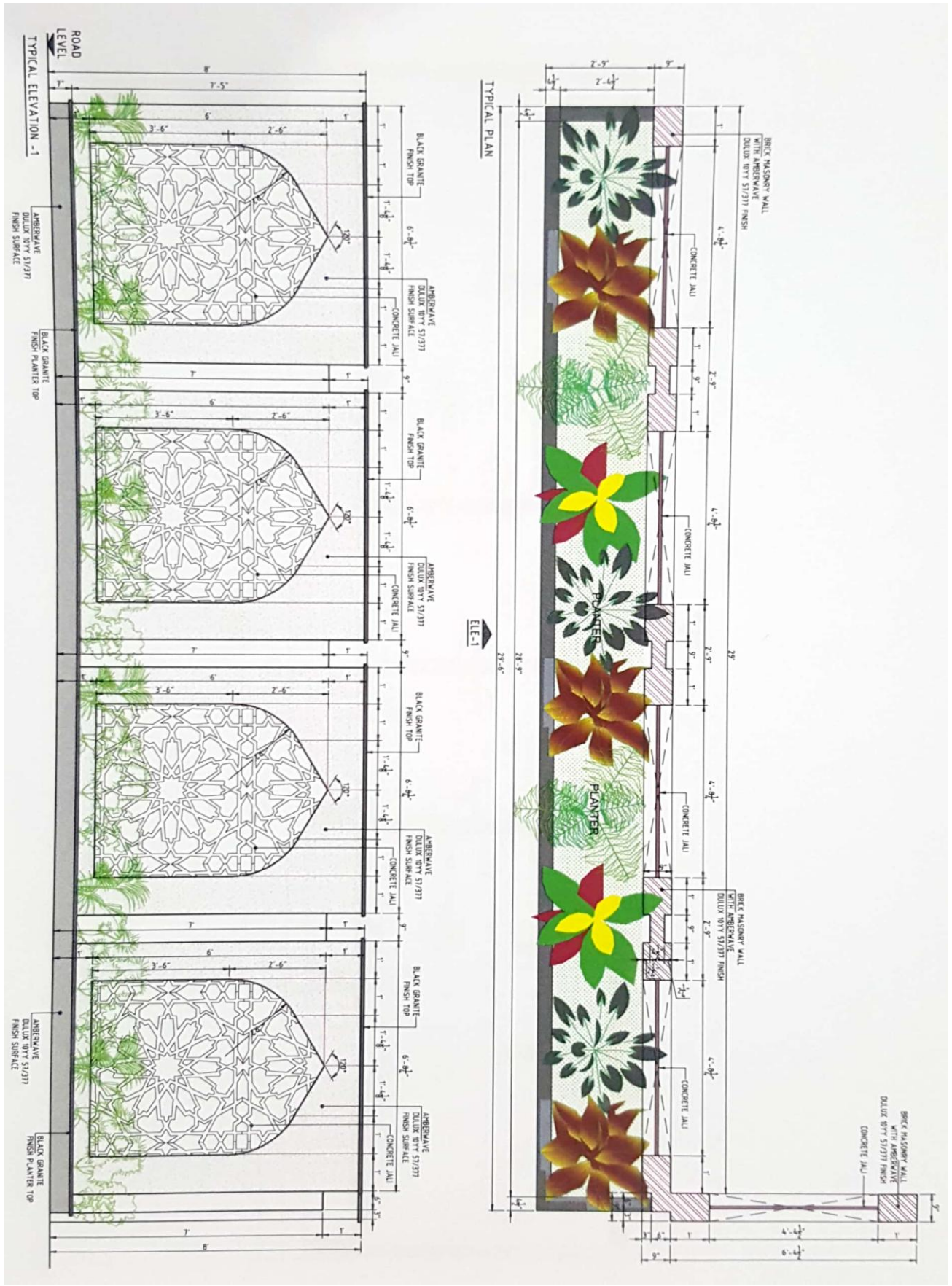
**Annex-C**



**Annex-C**



**Annex-C**



## **VII. FINANCIAL PROPOSAL/BID FORM**

## **THE BID**

### **FOR**

**“OPERATION & MANAGEMENT OF ALREADY ESTABLISHED SERVICE AREA FACILITY AND FILLING STATIONS ALONGWITH ESTABLISHMENT OF NEW FACILITIES/AMENITIES AT RASHAKAI SERVICE AREA, KM-106 (NORTH & SOUTH BOUND) ON ISLAMABAD – PESHAWAR MOTORWAY M-1 ON ADVANCE NET GUARANTEED RENTAL BASIS”**

<b>Amount of Net Guaranteed Rental</b>		
<b>Description</b>	<b>In Figure</b>	
	<b>Per Month (A)</b>	<b>Per Year (1<sup>st</sup>) (B=Ax12)</b>
Advance Quarterly Net Guaranteed Rentals for the Operation & Management of already established Service Area facility and Filling Stations alongwith Establishment of new facilities/amenities at Rashakai Service Area, Km-106 (North & South bound) on Islamabad – Peshawar Motorway M-1.		
<b>Net Guaranteed Rental per Month in Words</b>		

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

Guaranteed Rental shall be deposited on three (03) months in advance by the Concessionaire by 5<sup>th</sup> of respective month to **“National Highway Authority, Road Maintenance Account, Islamabad”** in the form of Pay order or demand draft to be deposited at Revenue Section NHA HQ under intimation to concerned GM.

**In addition to Net Guaranteed Rentals, payment of all applicable taxes on net guaranteed Rentals 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 Concessionaire (Successful Bidder) 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 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. and Stamp of the Bidder)

(Address: \_\_\_\_\_)