



NATIONAL HIGHWAY AUTHORITY

Ministry of Communications
Government of Pakistan



REQUEST FOR PROPOSAL

FOR

**“CONSTRUCTION, OPERATION, MANAGEMENT &
MAINTENANCE OF FILLING STATIONS ALONGWITH
ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-
397+847 (NORTH & SOUTH BOUND) ON SUKKUR –
MULTAN MOTORWAY M-5 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: **“CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATIONS ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-397+847 (NORTH & SOUTH BOUND) ON SUKKUR – MULTAN MOTORWAY M-5 ON ADVANCE NET GUARANTEED RENTAL BASIS”**

INSTRUCTIONS TO BIDDERS (ITB)

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 Operator shall pay to the Employer in consideration of the right to utilize NHA’s land (medium for business) on both North & South Bound of Motorway M-5 at Rohri Service Area, through competitive bidding.

Briefly, the **Operator shall Construct, Operate, Manage & Maintain the Filling Stations alongwith its Allied Facilities at Rohri Service Area at its own cost and 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 Operator 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.

For establishment of Filling Stations alongwith Allied Facilities, NHA will provide the land alongwith preliminary layout plan including plan and elevation view drawings of Filling Stations and Allied Facilities.

You are hereby invited to submit your bid for the subject Contract. Your bid could form the basis for a Contract between you and the Employer.

The detailed brief in respect to Contract, Conditions of Contract (CoC), Scope of Contract, Obligations and Covenants, Sample forms, etc. 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) which should be registered with SECP and having valid OGRA’s license for establishment of new sites.

OR

b. Authorized dealer of an OMC having experience of minimum ten (10) years in the operations of filling station.

Operator

NHA

- 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 firm is neither blacklisted, debarred nor defaulter.
- 1.2 The Operator shall Construct, Operate, Manage & Maintain the Filling Stations alongwith Allied Facilities at its own cost and pay Advanced Quarterly Net Guaranteed Rental to Employer (NHA). On completion of Contract period or its early termination, the entire construction/ established amenities will become property of NHA and the Bidder shall hand over all of the established amenities/installations to NHA in a properly maintained and operational condition without any claim to cost.
- 1.3 For construction, the Grace Period of three (03) months from the date of issuance of Commencement Letter shall be allowed to the Operator on completion of which payment to NHA by the Operator shall become due. Further extendable for one (01) month subject to approval by the competent authority (Employer i.e. NHA).
- 1.4 Annual Increment; The net guaranteed Rental shall be increased @ 10% each year cumulatively. For the next year 10% increment shall be applicable on the preceding year's net guaranteed Rental.
- 1.5 The contract period shall be valid for ten (10) years, from the issuance date of Letter of Commencement, and is extendable for a period of two (02) years on satisfactory performance, mutual consent of both parties and subject to approval by NHA. Final decision regarding extension lies solely with the authority i.e. NHA.
- 1.6 The successful Bidder shall bear all costs associated with the preparation and submission of its proposal 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. Bidders must fully inform themselves of local conditions and all factors related to subject services whatsoever and take them into account in preparing their proposal.
- 1.7 The interested bidders are advised to visit and examine the site of Contract and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the proposal and entering into a Contract, the average traffic volume mentioned in RFP is for the purpose of general information of the bidders and Employer takes no responsibility of the adequacy and accuracy of this information. The bidder shall be deemed to have checked the traffic volume and prepared his proposal accordingly; thereafter no claim(s) in this regard shall be entertained. All cost in this respect shall be at the bidder's expense.
- 1.8 Sub-letting of facility(ies) by the Operator, after completion of construction, shall be allowed subject to the prior approval/permission of Employer and in no case Operator will enter into a sub-let contract beyond its own contract period.

- 1.9 The Operator shall be responsible for resolving all the issues which arise between the Operator and any local authority during the currency of the contract at his own risk & cost and shall indemnify NHA from all legal recourses.
- 1.10 All Proposals must be properly bound in hard form to deny removal/addition of any documents, signed/stamped and numbered having index by the bidder(s) for submission to NHA, no ring binding, spiral binding and box file form (with loose papers) will be accepted and such proposals shall be considered non responsive.
- 1.11 The bidders are required to examine carefully the contents of all the above documents. Failure to comply with the requirements of proposal submission will be at the bidders own risk. Pursuant to Clause 16, proposals which are not substantially responsive to the requirements of the RFP will be rejected.
- 1.12 If there arises any discrepancy between the amount of a financial bid quoted in figures and words, then the amount quoted in words will prevail and will be considered as final.

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 The NHA requires the first envelope, marked TECHNICAL PROPOSAL, to contain the original and a set of copy (soft & hard) of the Bidder's technical proposal. The NHA requires the second envelope, marked FINANCIAL PROPOSAL, to contain the original and a set of copy (soft & hard) of the Bidder's financial proposal. Bidders are cautioned to ensure that their Technical and Financial proposals are contained in separately sealed envelopes clearly marked as indicated above. The NHA requires Bidders to submit the separately sealed envelopes in one bound package. In the event of any discrepancy between the original and copies, the original shall govern.
- 2.4 The original and copies of the Proposal shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the offer. Proof of authorization shall be furnished in the form of a written original Power-of-Attorney, which shall accompany the Proposal. All pages of the Proposal, except for un-amended printed material, shall be initialed by the person or persons signing the Proposal.
- 2.5 The complete Proposal shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Proposal.

- 2.6 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.
- 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 (Rev-RoW) 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 Operator.
- 5.2 Bidders must adhere to the Contract location, as well as the site boundary limitations.

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: **Tuesday, 8th September, 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 firms will be returned as promptly as possible except for the highest bidder, which will be returned upon award of contract to the Operator 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 successful Operator 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 an Operator, if he fails to:
 - i. furnish the required Performance security in accordance with Clause 21.1 (a); 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 separate 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 of an OMC, valid dealership certificate and valid OGRA's license of respective OMC.
- ✓ In case of JV, the registered agreement by the office of Sub-Registrar,
- ✓ Relevant Experience Certificate,
- ✓ Proposal Security.
- ✓ Undertaking on stamp paper as per clause 1.1 (c) of GCC. Sample is given in Sample Forms.
- ✓ 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 and signed/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;
- be addressed to the Employer at the address given in this RFP.
 - bear the contract name and Date of opening of Proposal.
 - 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.
- Proposals with charges payable shall not be accepted, nor will arrangements be undertaken to collect the Proposals from any delivery point.
 - 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**: -
- | | |
|--------------------------|--|
| Date & Time (Submission) | : Thursday 17 th Sept, 2020 at 1100 hrs |
| Date & Time (Opening) | : Thursday 17 th Sept, 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 Opening

15.1 A committee consisting of nominated members notified by the Employer will open the proposals in the presence of bidders or their authorized representatives who choose to attend, at the time, date and location advertised in Invitation to Proposal i.e.

- At 1130 Hrs. in NHA Auditorium, 27-Mauve Area, G-9/1, Islamabad.

15.2 The bidders or their authorized representatives who are present shall sign in a register to evidence their participation.

15.3 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 and who has offered the highest paying evaluated proposal price (net guaranteed Rental).

21. Security Deposits

21.1 The Operator shall furnish to the Employer the Performance Security, Rental Security and Payment of Tax in the forms and the amounts stipulated in 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 in favor of “*Road Maintenance Account, National Highway Authority, Islamabad*”.

b. Rental Security

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

c. Payment of Tax

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

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

22. Notification of Award

22.1 Prior to expiration of the proposal validity prescribed by the Employer, the Employer will notify the Operator in writing through a letter i.e. “Letter of Acceptance” that its proposal has been accepted. This letter shall consist the amount of Net Guaranteed Rental (quarterly as well as annually) which the Operator shall pay to the Employer.

22.2 The Letter of Acceptance and its acceptance by the Operator will constitute the formation of the contract, binding the Employer and the Operator till signing of the formal Contract for Guaranteed Rental.

23. Submission of Design/Drawings

- 23.1 Layout plan along with their dimensions is given at **Annex-A & B**. 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.
- 23.2 Subsequent to the award of Contract, the Operator 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 Operator regarding amendments, which the Operator shall have to made/abide by. NHA's representative for supervision will be General Manager (Region).

24. Signing of Contract

- 24.1 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of contract, the Employer will send to the Operator the Form of Contract for Guaranteed Rental provided in this RFP.
- 24.2 The formal Contract between the Employer and the Operator shall be executed within seven (07) days of the receipt of such Form of Contract by the Operator from the Employer.

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 Operator shall sign and stamp the Integrity Pact sample provided hereof. Failure to provide signed/ 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 (Rev-RoW)
National Highway Authority-HQ,
Islamabad.

28. The Request for Proposal consists of followings: -

- I. Instructions to bidders (ITB).
- 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;

c. Preliminary Design Drawings

Layout plan along with their dimensions is given at **Annex-A**. 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 23.2 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 Operator'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 Operator, 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 Operator default. Implementation time table beyond four months may lead to disqualification at technical qualification stage.

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) which should be registered with SECP and having valid OGRA’s license for establishing the new sites.

OR

- b. Authorized dealer of an OMC having minimum experience of ten (10) years in the operations of filling station.
- c. 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/debarred nor defaulter.

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

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.

III. CONDITIONS OF CONTRACT

ARTICLE I TERM OF THE CONTRACT AND CONTRACT SITE

Section I. 01 Term

- a) The term of the Contract shall expire after ten (10) years from the Effective Date, issuance of Commencement Letter, (“Term”) if not extended, as per Clause 1.5 of GCC,
- 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) Operator 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 Operator shall have no rights or obligations beyond the geographical limits of the Contract Site.
- (b) The Site offered to the Operator by NHA pursuant to this Contract shall be at Service Area on KM-397+847 North & South Bound of Sukkur - Multan Motorway M-5 for Construction, Operation, Management & Maintenance of Filling Stations and Allied Facilities. The successful bidder shall construct, operate, manage & maintain the Filling Stations and Allied Facilities at its own cost. On completion of ten (10) years operation if not extended or otherwise as per clause 1.5 of GCC, the entire construction/established amenities will become property of NHA and the Operator shall handover all of the amenities/installations to NHA without any claim to cost.
- (c) The contract period shall be valid for ten (10) years and is extendable for a period of two (02) years on satisfactory performance, mutual consent of both parties and subject to approval by NHA.

Section I. 03 Dimensions of Site

At Rohri Service Area (North & South Bound), NHA allocated three (03) number plots i.e. Plot # 9, 10 & 11 for establishment of filling stations alongwith allied facilities. The dimensions of site (Plots) are as: -

- i. For establishment of Petrol and CNG Stations on either sides:**
Plot No 9 & 11 having dimensions of 115m x 30m which is 3450sq meters (6.82 kanals), and
- ii. For establishment of Diesel Filling Stations on either sides:**
Plot No 10 measuring 117m x 35m which is 4095sq meters (8.095 Kanals)

Section I. 04 Definitions and Rules of Interpretation:

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

- a. **“Contract”** means the Contract for Guaranteed Rental, Articles, Conditions of Contract and Appendices.
- b. **“Allied Facilities”** shall means those facilities like tuck shops, (one each side North & South) pay phone, public toilets, paid luxury toilets, first Aid, fire extinguishers, sitting arrangements, potable water, etc. which the company shall erect, install or make available at the Contract Site.
- c. **“Authority”** means National Highway Authority, Government of Pakistan, Islamabad.
- d. **“Operator”** means the highest bidder wins the Contract in accordance with the terms and conditions of the Contract and the Scope of Contract.
- e. **“Contract Rental”** means the advance quarterly net guaranteed Rental payable to the Employer by the Operator as stated in the Letter of Acceptance (LoA).
- f. **“Construction Works”** means construction of all specified filling station’s civil works, buildings, including constructions for installation and other facilities, supply and installation of equipment for provision of fuels, other petroleum products and for the construction of all other required facilities.
- g. **“Day”** means the Calendar Day.
- h. **“Employer”** means the Chairman, National Highway Authority, Government of Pakistan, Islamabad.
- i. **“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.
- j. **“Filling Stations”** The buildings, civil infrastructure for establishing Petrol/Diesel/CNG Stations and other allied facilities like tuck shops, tire shop, toilets, lube shop, potable water, workshop.
- k. **“ITB”** means Instructions to Bidders.
- l. **“Modification of Contract”** is defined as a Contract in writing negotiated and signed between the Employer and the Operator for any change in the original agreement and any obligations associated therewith.
- m. **“OMC”** means Oil Marketing Company.

ARTICLE II

SCOPE OF CONTRACT AND OBLIGATIONS OF THE PARTIES

Section II. 01 Scope of Contract

NHA hereby grants to the Operator subject to the terms and conditions of this Contract to Construct, Manage, Insure, Operate, Maintain and Transfer the facilities compatible with filling stations and other allied facilities at Rohri Service Area on KM 397+847 of Sukkur - Multan Motorway M-5 that includes but not limited to the following:

Requirements by Authority:

- i. Filling stations with Tuck Shop, Tyre Shop, Lube shop, Workshop, Car Wash, Potable Water, Public Toilets, Paid Luxury Toilets, Credit/Debit Card swipe facility;
- ii. Drainage Trench;
- iii. Generator Room;
- iv. Establishment of CNG Stations (if permissible by the Government of Pakistan during the currency of Contract)
- v. Special Ramps/allocated Parking and separate/designated Toilets for Disabled Persons and Senior citizens.

Section II. 02 Obligations and Covenants of the Operator

I. The obligations of the Operator shall include:

- a. The Operator 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 allied 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 shop, 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 department concerned.
- d. NHA has no restriction on selecting the Operator of petroleum products however the supplies shall be governed by all government rules and regulations on the subject and that the quality shall strictly be maintained.
- e. Keep all parts of the Filling stations in a sanitary and clean state;
- f. 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.
- g. 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.
- h. Dedicating special tables in restaurants for elderly citizens and disabled persons.
- i. Dedicated parking on both sides of Service Area for senior citizens & disabled persons.
- j. Special staff for assistance of senior citizens and disabled persons at restaurants and wash rooms.
- k. Ramps along all amenities for senior citizens and elderly persons.
- l. Dedicated/specialized washrooms for senior citizens and disabled persons.

- m. Dedicated place near main parking area, for parking of wheelchairs with staff.
- n. 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 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 filling stations, failure will result in forfeiture and encashment of Performance Guarantee/Bond. The encashment of Performance securities may be exercised as and when the Operator defaults/violates any of the agreed terms & conditions set in by this document i.e. RFP.
- o. 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.
- p. Maintaining a complaint register at the Contract Site at a clearly accessible and visible place including display of telephone/mobile number and e-mail address of the operator as well as NHA. Monthly report to this effect shall be forwarded to NHA by the 5th day of every succeeding month, listing the complaints lodged with the name & phone number of the complainant during the preceding month and the corrective steps taken by the Operator in that regard.
- q. 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.
- r. 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.
- s. Maintaining effective Fire Fighting arrangements.
- t. Provide First Aid facility.
- u. Provide drug-free and hygienic services by establishing a drug-free atmosphere in compliance with Govt. policies.
- v. Providing potable drinking water for the use of general public by installation of electric water cooler.
- w. Complying with all terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.
- x. Using the Contract Site solely for defined/given purposes as per Article I, Section 1.02 (a) & (b);
- y. Supplying labor, materials, equipment and other resources necessary for the performance of the above mentioned tasks.
- z. 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 Operator represents and covenants that:

- a. There are no legal, criminal & financial default proceedings pending or threatened for the liquidation of the Operator or that could materially or adversely affect the performance by the Operator of its obligations under this Contract.
- b. The Operator shall at all times maintain its corporate existence in compliance with the Laws of Pakistan.
- c. The Operator shall procure and maintain all consent necessary to perform its obligations under this Contract, give all required notices and allow all required inspections under all consents obtained or applied for by it, in connection with this Contract.
- d. The Operator may assign, delegate or subcontract its rights and obligations pursuant to this Contract subject to the prior written approval of NHA as per clause 1.8 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 Operator shall have no rights to claim damages and shall not seek continuation of performance of services neither shall approach any court in an attempt to restrain NHA from assuming control of the 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 Operator 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 Operator hereunder. In the event of termination of this Contract by NHA for convenience the Operator shall not seek continuation of performance of services neither shall approach any court in an attempt to restrain NHA from assuming control of the Contract site.
- 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 Operator. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by Operator 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 Operator 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 Operator. The termination fee shall be fixed by a designated committee comprising of the following, who shall assess the monetary value of the asset at that particular time and the Operator 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 Operator that as of the date of this Contract:

- a. It is duly created pursuant to the National Highway Authority Act, 1991 and has complied fully with all applicable Laws of Pakistan in the grant of this Contract;
- b. The Contract Site falls within the 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 Operator's performance of its business activities pursuant to the Contract, but without assuming any liability or obligation in this regard unless expressly stated in this Contract;
- f. NHA shall make available or cause to be made available to the Operator 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 Operator 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 Operator, its directors, employees, Operators 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 tuck shops.

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

Section III. 01 Terms and conditions of payment

- a. The general terms and conditions with regard to the payments to be made by the Operator pursuant to the Contract are as under:
 - (i) The Contract is based upon fixed Rental payment arrangement between the Operator and NHA. NHA shall receive advance quarterly net guaranteed Rental sum amounting to (“amount quoted in the Bid”), notwithstanding the actual revenue collected/generated by the Operator from the Contract Site. The Advance Quarterly Net Guaranteed 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 Operator shall deposit the advance guaranteed Rental for three (03) months in NHA designated account. Upon completion of three (03) months, if the Operator fails to deposit the advance guaranteed Rental for next three (03) months by 5th of the calendar month than an amount of Rs. 5,000/- per day shall be charged upto 15th of each calendar month. After delay of 15 days from the due date, Contract shall become liable to be terminated under default of Operator including forfeiture of Performance and Rental Security.
 - (iii) All payments due under this agreement shall be in Pakistani Rupees;
 - (iv) All taxes including Advance Tax shall be paid by the Operator according to the prevailing Taxation Laws in Pakistan; and

**ARTICLE IV
TRADE NAME AND ADVERTISEMENT**

Section IV .01

- a. The Operator 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 Operator shall advertise about the service area & allied facilities including filling stations, etc. at its own cost and expense, subject to the prior approval of NHA. The Operator shall not display advertisements or signs that are environmentally damaging, dangerous for highway safety, or against the social culture of Pakistan.
- c. The Operator shall seek prior written approval of NHA for the content of the advertisement as well as the size, design and installation plan for the signboards.
- 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 Operator 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 Operator's request in a timely manner, such information as it holds or is available in respect of public utilities provided at the Contract Site; provided that NHA shall not be liable to reimburse the Operator for any loss, damage or expense incurred by the Operator as a result of inaccurate or late information being provided by NHA.

Section V.02 Facilities

Drinking Water Cooler

The successful bidder 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 Operator to effectively perform the Services, NHA shall not be responsible for submitting or procuring any applications in respect thereof to the relevant public utility authorities, companies or undertakings charged with the responsibility for the same.

Section V.04 Coordination of Works

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

Section V.05 Access to Contract Site for Public Utilities

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

- a. Routine maintenance of any public utility already located within the Contract Site;
- b. The strengthening, replacing or upgrading of any public utility already located within the Contract Site;
- c. Reinstating any foundations, structures, buildings, pavements, cabling and the like which may be disturbed or affected by reason of such works undertaken by a public utility provider, or

- d. Any other work including the installation of any new additional services of the public utility provider within the Contract Site.

Section V.06 Payment for Utilities

The Operator shall be responsible for the payment of all utility bills and POL/Maintenance of 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 OPERATOR

Section VI.01 Employer Representative

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

Section VI.02 Staff of the Operator

- a. The Operator shall, at its own cost and expense, hire the services of skilled and unskilled staff (“Employees”) for the operation, management, maintenance and supervision of 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 Operator 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 Operator 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 Operator desires to recruit or dismiss an employee, the Operator shall forthwith notify NHA of such recruitment or dismissal, to update list of employees all the times.
- e. The Operator shall promptly notify NHA if with respect to an employee (I) any disciplinary action has been commenced or taken by the Operator, or (II) any criminal proceedings have been initiated or concluded.
- f. The Operator shall comply with all 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 Operator under this Contract:
- i. Addition or deletion of any business/facility without prior agreement with the employer, NHA;
 - 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 Operator;
 - iv. Delay in commencement or discontinuance by the Operator 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 Operator;
 - vii. Failure by the Operator to perform any component of the Contract in a manner specified in the Contract.
- b. If the Operator commits a default as set out herein above, NHA shall be entitled to exercise the following rights in addition to any or all remedies available to NHA under the law:
- i. Will encash performance security and Rental security.
 - ii. NHA may terminate this Contract immediately alongwith blacklisting of the Operator on the recommendation of GM (ROW Rev);
 - iii. NHA may fine the Operator 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. NHA may confiscate the Security deposits i.e. Performance and Rental Securities deposited by the Operator to the Employer for the said Contract.

ARTICLE VIII EXPIRY AND TERMINATION

Section VIII.01 Expiry Date of Contract

Contract shall be valid for ten (10) years and is extendable for a period of two (02) years on satisfactory performance, mutual consent of both parties and subject to approval by NHA from date of issuance of Commencement Letter.

Section VIII.02 Early Termination of the Contract

- a. NHA 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. NHA may exercise this right by furnishing a written notice to the Operator 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 NHA fails to provide peaceful possession of Contract site, free of all encumbrances, the Operator may give notice to NHA in writing, specifying the default and requiring NHA to rectify the same within sixty (60) days from the date of such notice. If NHA fails to remedy/rectify the said default within the given time period, the Operator shall have the right to issue final notice for termination of Contract on NHA, which shall become effective sixty (60) days from the date of the Termination Notice and in this case NHA will release the Securities deposits of the Operator.

ARTICLE IX FORCE MAJEURE

Section IX.01 General

Force Majeure means an event which is not caused by and is beyond the reasonable control of either Party 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.

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 caused to exist provided that if the performance in whole or party 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 terminating this Contract or suspension of the contract up to maximum 182 days.

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 Operator 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 Operator 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 NHA shall, inspect the Contract Sites and assets thereon including all civil works, installations, equipments and facilities and shall issue an inventory to Operator specifying the condition of the assets thereon and whether Operator has failed to abide by any of its obligations under the Contract.
- c. Upon early termination or expiry of this Contract, the rights and entitlements of Operator pursuant to this Contract shall revert to, vest in or remain vested in the NHA, as the case may be.
- d. Operator shall ensure that the Contract Site and other assets under the agreement upon the date of early termination or expiry 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 Operator as demobilization charges.
- f. Notwithstanding any dispute between the Parties or any claim against NHA, the Operator 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 Operator against NHA shall not in any case entitle the Operator to refuse or delay the transfer of these assets to NHA. Failure by the Operator to do so in accordance with the terms and conditions of this Contract shall be treated as encroachment and unauthorized occupation by the Operator and may be dealt with by NHA under Section 12 of the National Highway Authority Act, 1991 as amended in 2001.

**ARTICLE XI
RESOLUTION OF DISPUTES**

- A. If any dispute or difference of any kind whatsoever arises between the Operator 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 Operator 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 Operator 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 Operator, if dissatisfied with the decision of the Adjudicator shall have the right to serve Notice for Intention to commence litigation within twenty-eight (28) days of receipt of the 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.
- B. 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 shall commence in case of failure of amicable settlement.

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

Section XII.04 Compliance with Government Rules and Regulations

The Operator 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 X11.06 Non-Relief from Accrued Liability

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

Section XII.07 Applicable Law

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

Section XII.08 Limit of Rights

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

**IV. ADDENDUM 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

CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATION ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA AT KM-397+847 NORTH & SOUTH BOUND ON SUKKUR-MULTAN MOTORWAY (M-5) ON ADVANCE NET GUARANTEED RENTAL BASIS

PREAMBLE

This Contract for Guaranteed Rental hereinafter referred as “Contract” is entered into at Islamabad on this the _____ day of _____ 2019 (“Effective Date”).

BETWEEN

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

AND

(2) **“Bidder Name”** duly incorporated, registered and existing under the applicable Laws of Pakistan, with its registered office at _____ Pakistan (“Name of Operator”, which expression shall include where the context so permits its successors-in-interest in terms of assignees) OF THE OTHER PART.

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

WITNESSETH:

WHEREAS the NHA offered a Contract for “Construction, Operation, Management & Maintenance of Filling Stations and Allied Facilities at KM-397+847 (North & South Bound) on Sukkur - Multan Motorway (M-5)” against Advance Quarterly Net Guaranteed Rental amounting to Rs. _____, (to be increased @10% per annum in the subsequent years) which the bidder shall pay to the Employer in consideration of the right to utilize NHA’s land, for a period of ten (10) years and is extendable for a period of two (02) years on satisfactory performance, mutual consent of both parties and subject to approval by NHA. The payment to NHA shall be due from the Operator after expiry of the grace period which is mentioned in letter of commencement. The Contract should be performed by the Operator strictly in accordance with the requirements of Employer as set out in the Contract documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Contract 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, in the following order of priority:
 - I. Contract.
 - II. Financial Proposal Form.
 - III. Addendum to the Request for Proposal (RFP), if any.
 - IV. Conditions of Contract: Articles I to XII.
 - V. Annex-A.
 - VI. Qualification Criteria.
 - VII. Sample Forms
 - VIII. Instructions to bidders (ITB)

Operator

NHA

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

Signature of the Operator

(Seal)

Signature of Employer

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness:

(Name, Title and Address)

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Employer:**[Seal]**
Signature:

Name of Operator: **[Seal]**
Signature:

**Specimen for Undertaking on Stamp Paper
(Duly attested by Oath Commissioner/Notary Public)**

UNDERTAKING

I, **(M/s)**_____ do hereby solemnly affirm and declare as under:

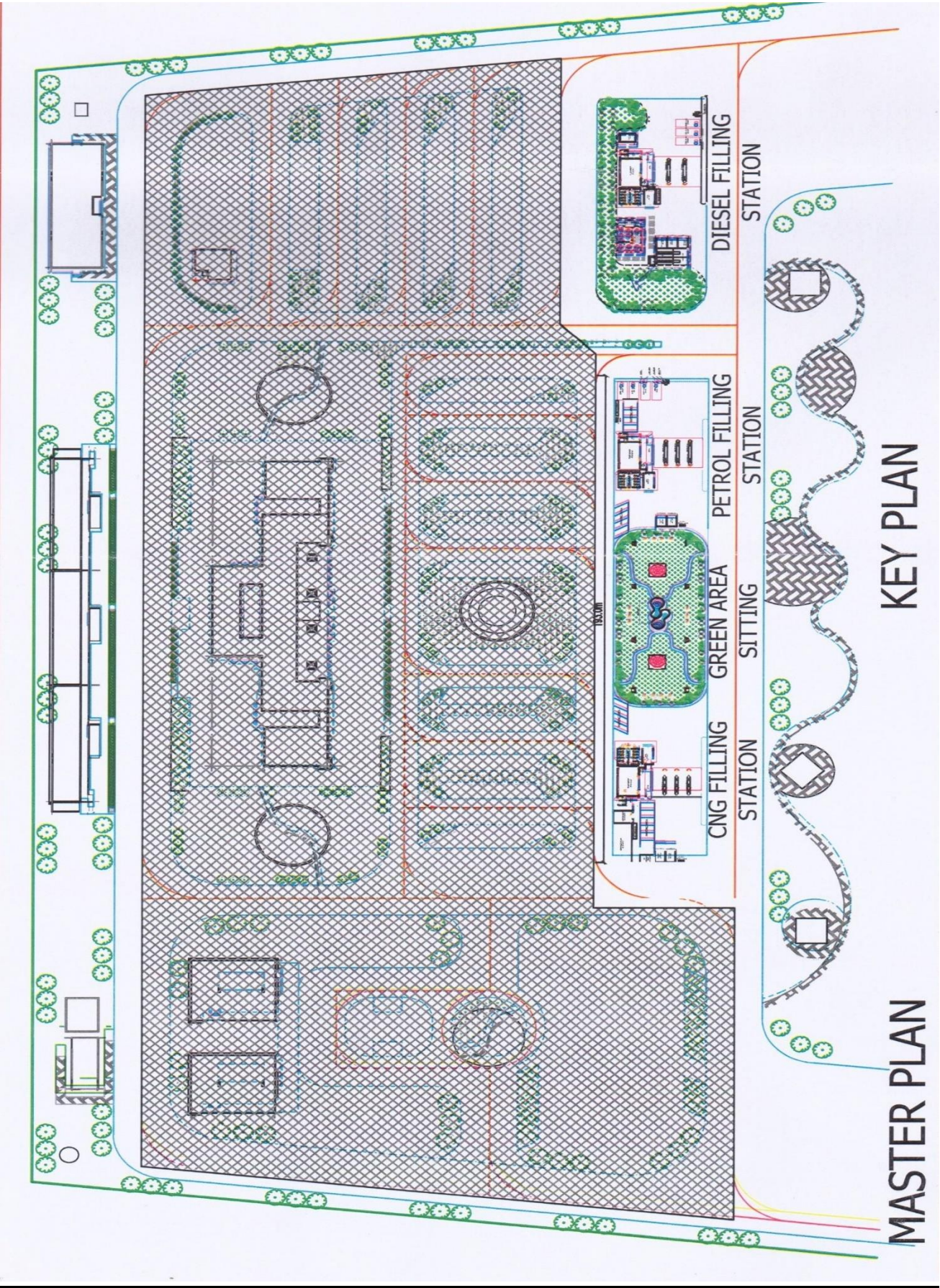
- i. That neither the firm/JV named above, nor its proprietor has never been blacklisted from any Government/Semi Government Organization(s).
- ii. That the firm/JV named above is not legally debarred from any organization(s).
- iii. We/I do hereby solemnly affirm and confirm that the contents of the running undertaking are true and correct.
- iv. We/I hereby set our/my hands on these presents on this _____ day of _____ 2020.

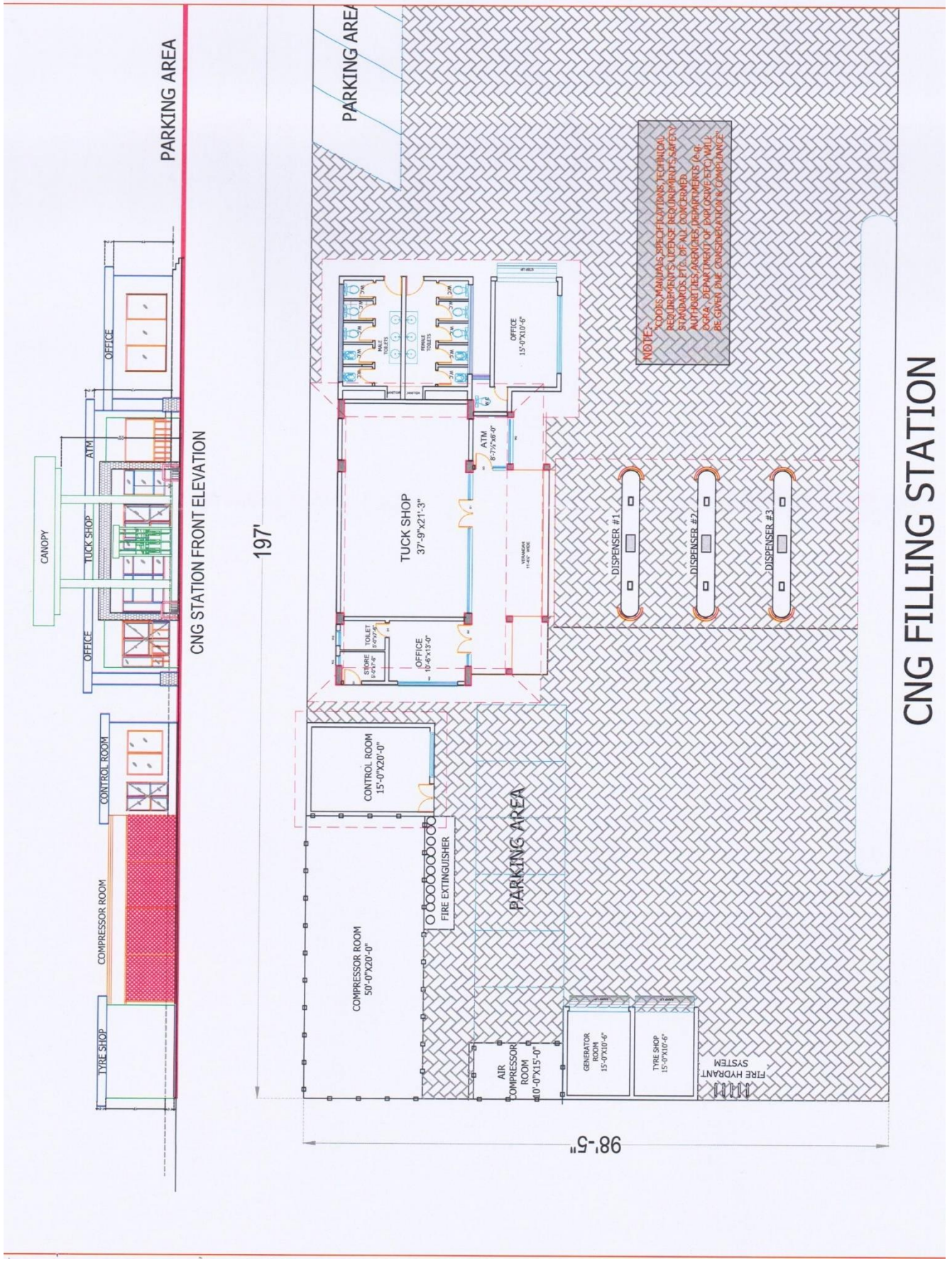
Signatures_____

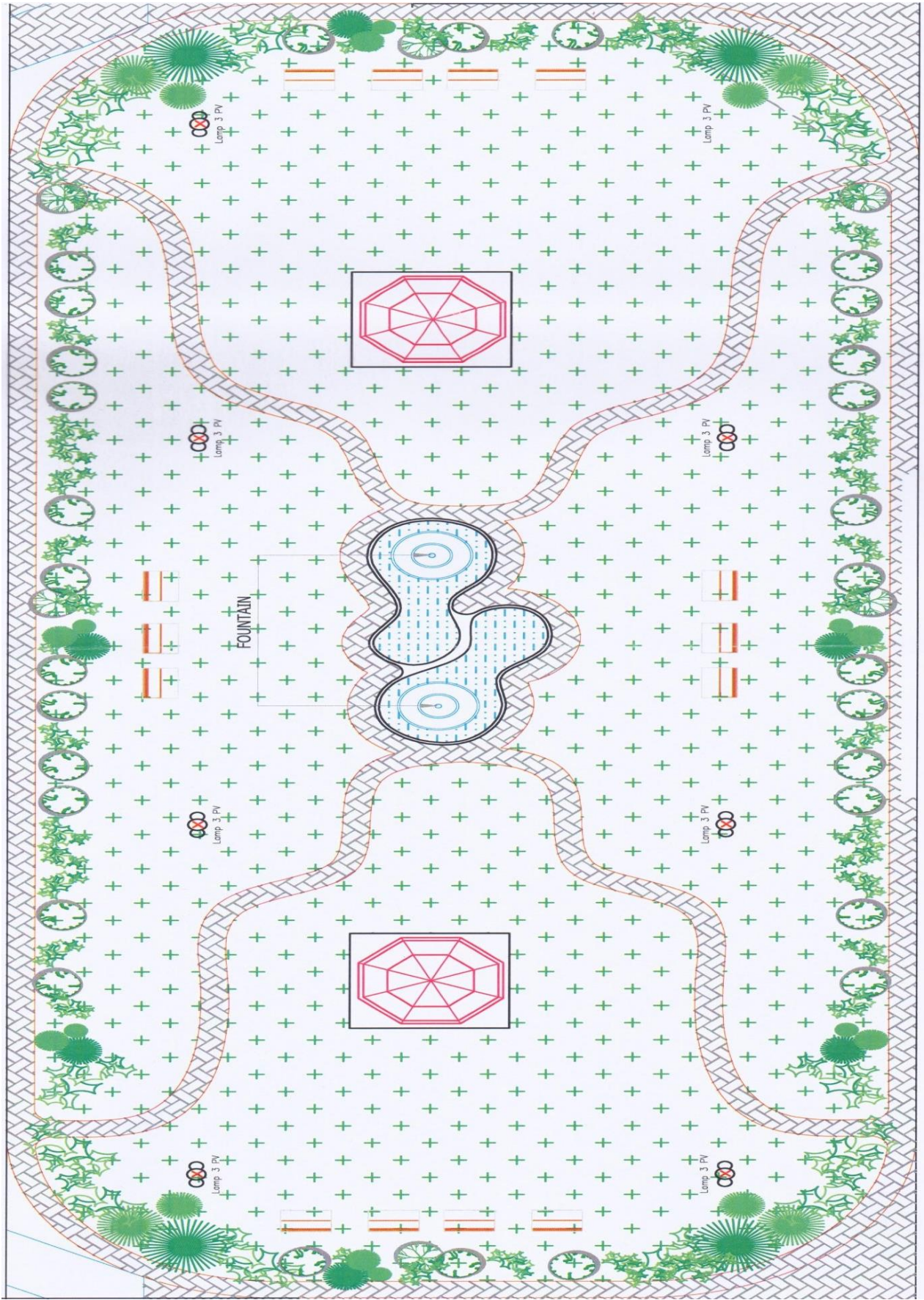
Name: _____

CNIC No.: _____

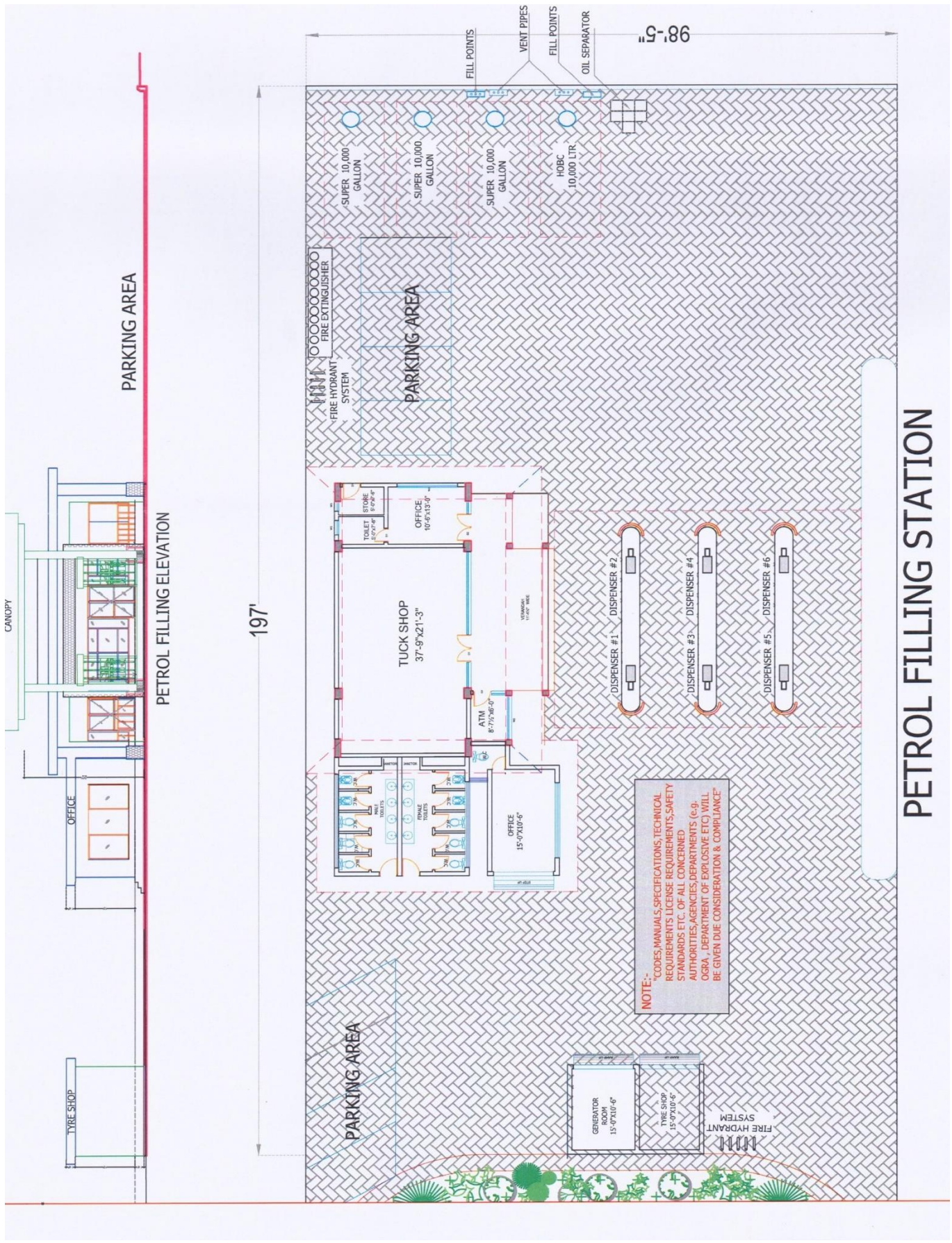
VI. ANNEXURES



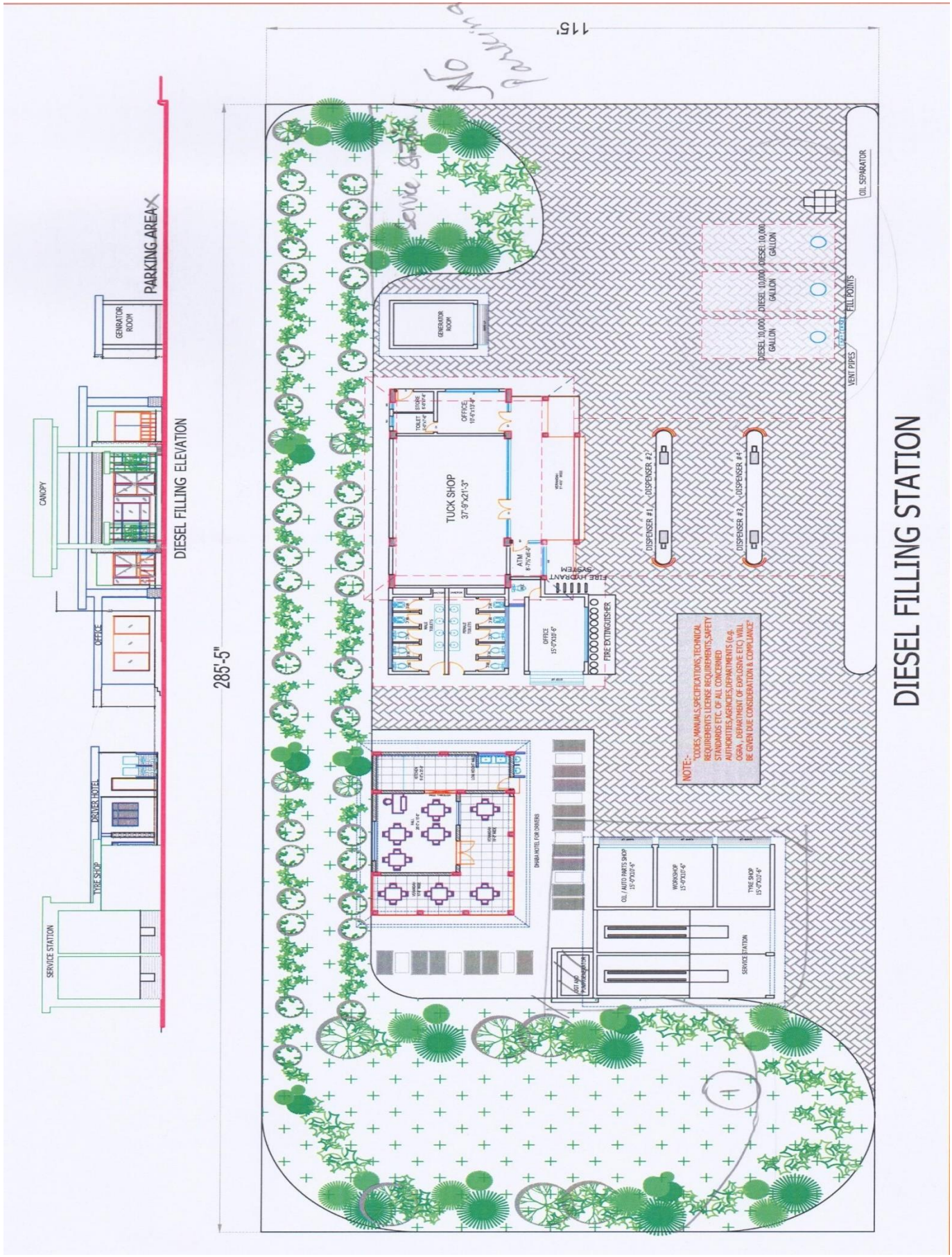




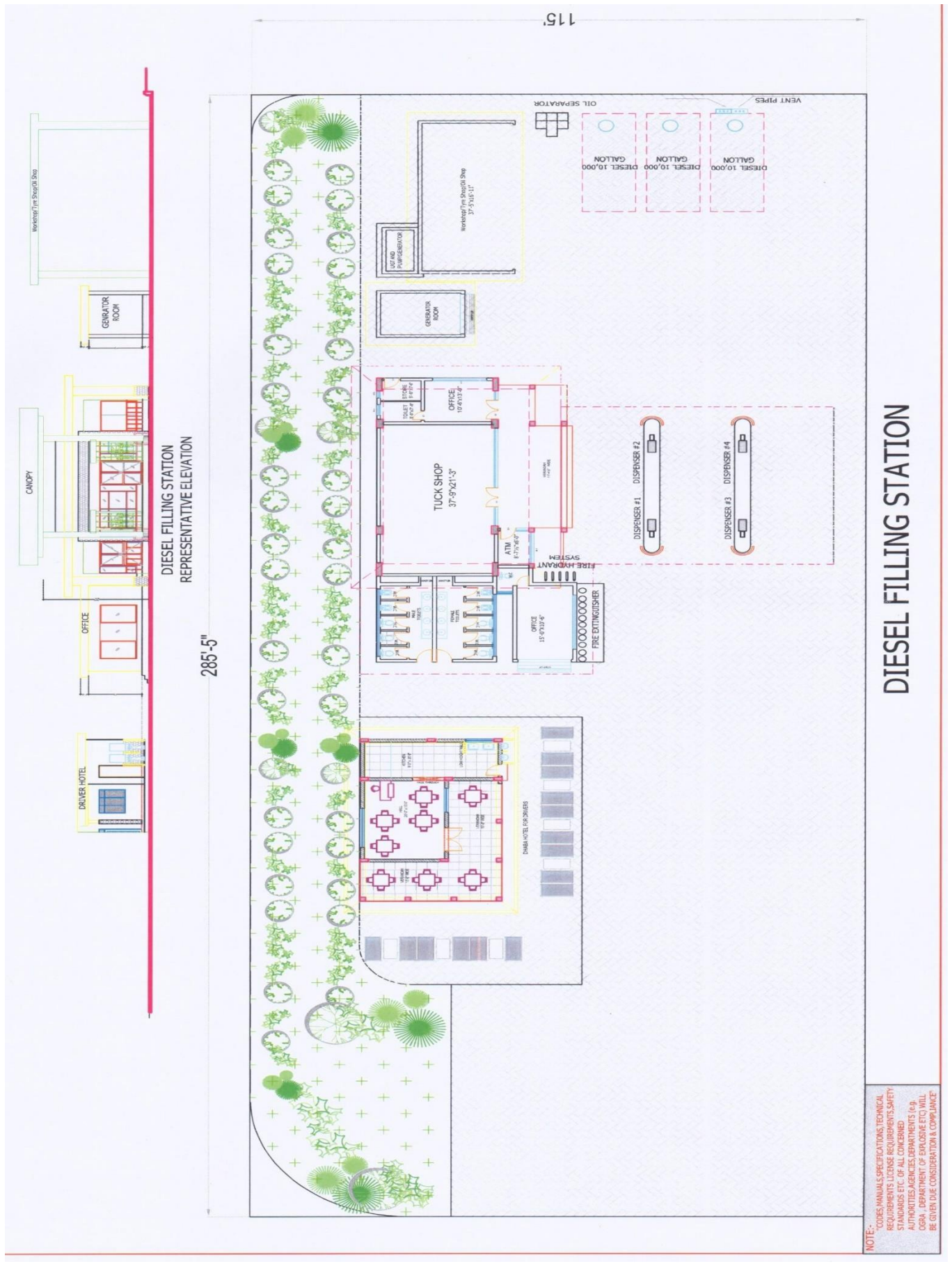
GREEN AREA SITTING



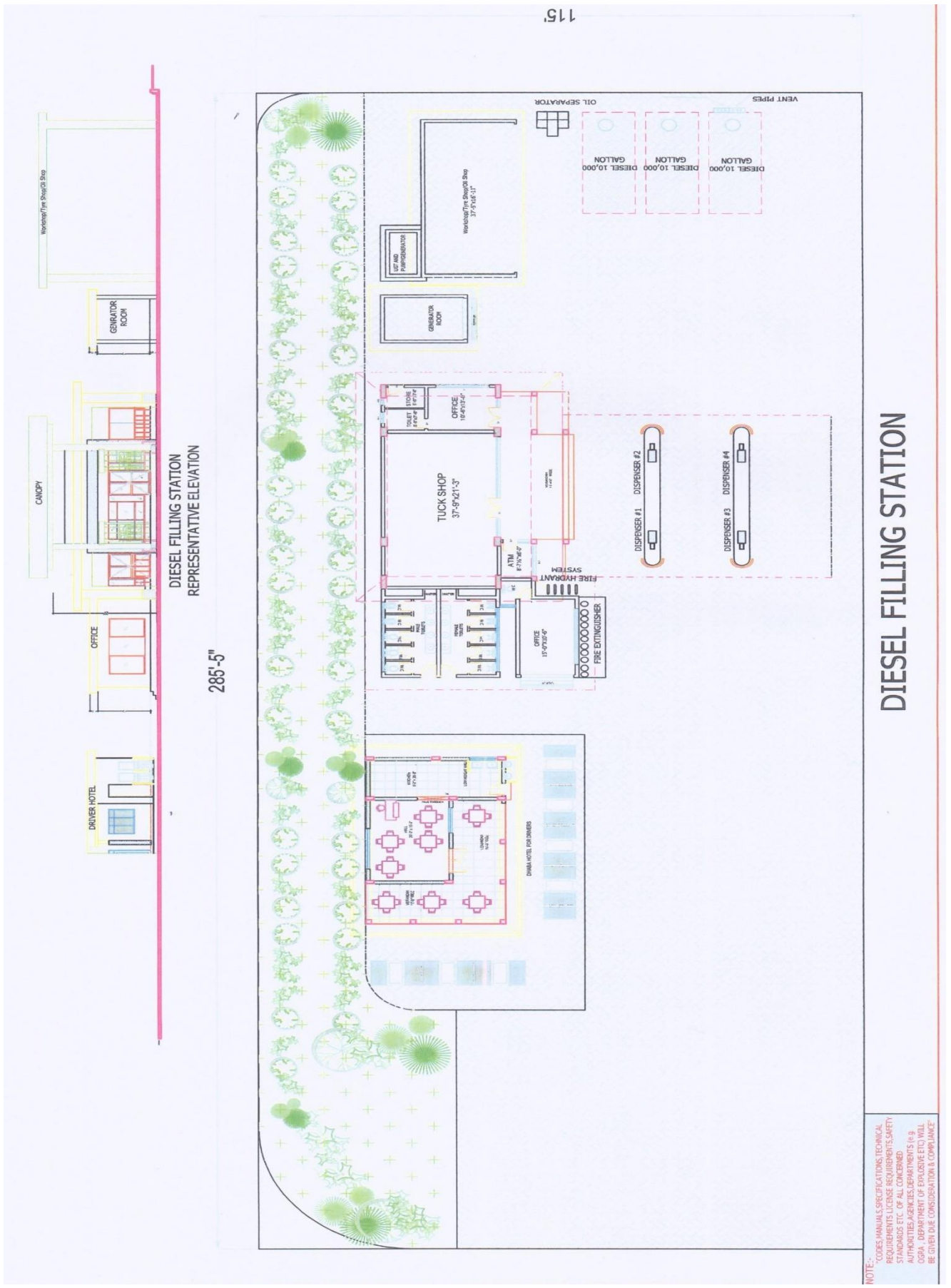
CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATIONS ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-397+847 (NORTH & SOUTH BOUND) ON SUKKUR - MULTAN MOTORWAY M-5 ON ADVANCE NET GUARANTEED RENTAL BASIS



CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATIONS ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-397+847 (NORTH & SOUTH BOUND) ON SUKKUR - MULTAN MOTORWAY M-5 ON ADVANCE NET GUARANTEED RENTAL BASIS



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VII. FINANCIAL PROPOSAL FORM



**GOVERNMENT OF PAKISTAN
MINISTRY OF COMMUNICATIONS
NATIONAL HIGHWAY AUTHORITY**

Financial Proposal

FOR

“CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATIONS ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-397+847 (NORTH & SOUTH BOUND) ON SUKKUR – MULTAN MOTORWAY M-5 ON ADVANCE NET GUARANTEED RENTAL BASIS”

FINANCIAL PROPOSAL

1. The Technical qualified bidders must submit the following requisites along with the financial bid for assesment of the financial componants of the bid.
 - i. Estimated Contract Cost and its Work Breakdown Structure;
 - ii. Construction Time and Financing Structure;

THE BID

FOR

“CONSTRUCTION, OPERATION, MANAGEMENT & MAINTENANCE OF FILLING STATIONS ALONGWITH ALLIED FACILITIES AT ROHRI SERVICE AREA, KM-397+847 (NORTH & SOUTH BOUND) ON SUKKUR – MULTAN MOTORWAY M-5 ON ON ADVANCE NET GUARANTEED RENTAL BASIS”

Amount of Net Guaranteed Rental		
Description	In Figure	
	Per Month (A)	Per Year (1 st) (B=Ax12)
Advance quarterly net guaranteed Rental for the Construction, Operation, Management & Maintenance Of Filling Stations And Allied Facilities At Rohri Service Area, Km-397+847 (North & South Bound) On Sukkur –Multan Motorway M-5, from the date of commencement, after expiry of grace period.		
Net Guaranteed Rental per Month in Words		

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

Guaranteed Rental shall be deposited on three (03) months in advance by the Operator by 5th of respective month to **“National Highway Authority, Road Maintenance Account, Islamabad”** in the form of Pay order or 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 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

With Name, CNIC No. and seal of the firm

Address: _____