



NATIONAL HIGHWAY AUTHORITY

Government of Pakistan
Ministry of Communications



REQUEST FOR BID

REGARDING

CORRIDOR MANAGEMENT CONTRACTS

FOR

COLLECTION OF NOC FEES AND ANNUAL APPROACH RENTALS FROM THE AMENITY HOLDERS USING NHA RIGHT OF WAY (ROW)

ON BEHALF OF

NATIONAL HIGHWAY AUTHORITY

Issued to _____

I. Invitation to Bids

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

To: ALL INTERESTED BIDDERS

Subject: CORRIDOR MANAGEMENT CONTRACTS FOR COLLECITON OF NOC FEES AND ANNUAL APPROACH RENTALS ON BEHALF OF NATIONAL HIGHWAY AUTHORITY FROM THE AMENITY HOLDERS USING NHA RIGHT OF WAY (ROW)

INSTRUCTIONS TO BIDDERS (ITB)

National Highway Authority (NHA) intends to procure corridor management contracts for collection of NOC fees, annual approach rentals, arrears and security deposits from the amenity holders using NHA Right of Way (RoW) as approaches towards their businesses on behalf of National Highway Authority on North and South Bounds of National Highways, for a period of two (02) years extendable for one (01) year through competitive bidding process as per PPRA Rules in different sections/packages as detailed hereunder:

Sr.	Contract Package	Route	NHA Maintenance Unit	Jurisdiction of Maintenance Unit		Contract Package Chainage/ KMs	
				From	To	From	To
1	I-A	N-25	Karachi	Karachi	Hub Chowki	15	22
2	I-B	M-10		Karachi Northern Bypass		00	56
3	I-C	LEP		Lyari Expressway South Bound		00	17
4	I-D			Lyari Expressway North Bound		00	17
5	II-A	N-5 KTHH		Karachi City	Thatta	000	120
6	II-B	N-110		Gharo	Keti Bander	00	54
7	III-A	N-5 KTHH	Hyderabad	Keenjhar Lake	Hyderabad	120	190
8	III-B	N-5		Hyderabad Bypass	Sakrand	149	252
9	IV-A	N-5	Sukkur	Ranipur	Rohri	413	485
10	IV-B	N-5		Rohri	Sarhad	485	554
11	IV-C	N-65		Sukkur Bypass		00	8
12	IV-D	N-5		Sarhad	Kot Sabzal	554	608
13	IV-E	old N-5		Ranipur	Khairpur-Therhi	00	52
14	IV-F	N-20		Guddu Barrage	Chowk Mari (N-5)	13	42
15	V-A	N-25	Quetta	Kalat	Quetta	546	687
16	V-B			Quetta	Yaroo	687	729
17	V-C			Yaroo	Chamman	729	813
18	VI-A		Lasbela, Uthal	Nakka Kari	Koraro	22	222
19	VII-A	N-5	Rahim Yar Khan	Kot Sabzal	Khan Bela	608	765
20	VIII-A	N-5A	Bahawalpur	Khanewal	Lodhran	000	102
21	VIII-B	N-5		Khanbela	Multan	765	929
22	IX-A		Multan	Multan	Sahiwal	929	1035
23	IX-B	N-70	Multan	Multan	Ghazi Ghat Bridge	00	70
24	X-A	N-5	Sahiwal	Iqbal Nagar	Okara Cantt	1035	1140
25	XI-A		Lahore	Okara Cantt	Jamber Adda	1140	1194

CORRIDOR MANAGEMENT CONTRACTS FOR COLLECTON OF NOC FEES AND ANNUAL APPROACH RENTALS ON BEHALF OF NATIONAL HIGHWAY AUTHORITY FROM THE AMENITY HOLDERS USING NHA RIGHT OF WAY (ROW)

26	XI-B			Jamber Adda	Thokar Niaz Baig Lahore	1194	1246
27	XI-C			Shahdara	Chand da Qila Gujranwala	1266	1320
28	XII-A	N-5	Wazirabad	Chand da Qila Gujranwala	Missa Kassowal	1320	1370
29	XII-B					1370	1420
30	XII-C					1420	1482
31	XIII-A	N-5	Rawalpindi	Missa Kassowal	Attock (Khairabad)	1482	1532
32	XIII-B					1532	1580
33	XIII-C					1580	1630
34	XIII-D	N-80		Tarnol	Khushalgarh	00	50
35	XIII-E					50	108
36	XIV-A	N-5	Peshawar	Khairabad	Torkham	1630	1670
37	XIV-B					1670	1714
38	XIV-C					1714	1756
39	XIV-D	N-55		Peshawar	Kotal Top	1178	1228
40	XIV-E			Kotal Top	Karak	1078	1178
41	XV-A	N-80	COO Kohat	Khushalgarh	Kohat	108	150
42	XVI-A	N-50	D.I. Khan	Dhanasar	D.I. Khan	378	531
43	XVI-B	N-55		Ramak	Pezu	868	990
44	XVII-A	N-35	Abbottabad	Hassanabdal	Thakot	00	40
45	XVII-B					40	90
46	XVII-C					90	150
47	XVII-D					150	190
48	XVII-E	N-125		Taxila	Haripur	00	42.5
49	XVIII-A	N-45	Batkhela	Nowshera/ Mardan	Timergarah	00	129
50	XIX-A	N-55	D.G. Khan	Kot Chutta	Ramak	695	868
51	XIX-B	N-70		D.G. Khan	Bewata	70	181

Bidding is open to all interested bidder(s) that are active tax payers and retain an annual financial worth of minimum 300 million or above, the bidder must have relevant experience in recovery matters and should not be a blacklisted entity or a defaulter or debarred from any of the government department(s) of Pakistan.

The Corridor Management Contractor, on behalf of NHA, shall enforce NHA's writ in stopping/removing the encroachments from NHA's Land, obliging the amenity holders for obtaining NOC from NHA, collection of annual approach rentals (AAR), preparation of financial statements, serving of notices and inventorization of amenities using NHA RoW for access/approaches against the fixed service charges @ of 10% of revenue recovery. The contract(s) will be awarded to the bidder(s) who will quote the highest amount of advance revenue to be deposited to NHA in advance.

The bidding document comprising detailed terms & conditions, scope and bidding form, can be obtained from the office of General Manager (Rev-RoW) NHA-HQ, Islamabad during office hours after **Tuesday, 24th February, 2026** by depositing Rs. 5,000/- (non-refundable) in the form of pay order in favour of NHA Road Maintenance Account, Islamabad. Bidding Documents can also be downloaded from NHA's website (www.nha.gov.pk) free of cost.

In respect of above, a Pre-Bid Meeting is scheduled to be held on **Tuesday, 3rd March, 2026 at 1130 hrs** in NHA Auditorium, Islamabad.

The technical bid(s), complete in all respects, is to be submitted on **Wednesday, 11th March, 2026 till 1100 Hrs** in NHA Auditorium, Islamabad.

The technical bids will be opened and evaluated on the same day. Thereafter, the qualified bidders will be called upon to furnish their financial bids on **Thursday, 12th March, 2026 at 1130 hrs.**

Further details can be obtained from the office of Director (Rev-RoW) NHA-HQ Islamabad during working hours.

This advertisement is also available on NHA and PPRA websites.

NHA reserves the right to reject any or all of the proposals as per PPRA Rules.

II. Instructions to Bidders (ITB)

PREAMBLE

1. National Highway Authority (NHA) intends to procure corridor management contracts for realization of NOC fees and annual approach rentals from the amenity holders using NHA Right of Way (RoW) as approaches towards their businesses on behalf of National Highway Authority through competitive bidding process as per PPRA Rules.
2. NHA aims at developing and establishing a program that meets the following objects:
 - (a) Promotion of National Highway Authority's writ through enforcing NOC and consequently collecting annual approach rentals (AAR) from amenity holders,
 - (b) Sound financial accounting of revenue, assets and amenities,
 - (c) Responsive, Courteous customer service, and
 - (d) Serve the best interests of the people of Pakistan and the National Highway Authority NHA.
3. The Corridor Management Contractor (CMC) is encouraged to submit plan for achieving above referred objectives.
4. The brief Scope of Services is as follows:
 - To realize NHA applicable rentals and NOC fee from the amenities using NHA RoW for access.
 - To demarcate NHA Right of Way (RoW) in coordination with NHA Field staff.
 - Identification of encroachers and illegal occupants through installation of RoW markers.
 - Inventorization of amenities along NHA's Road Network.

MISSION

TASKS

- ❖ Collection/realization of annual approach rentals (AAR) from all the NOC holders.
- ❖ To encourage the new amenities for obtaining NOC.
- ❖ To enforce NHA's writ in this regard.
- ❖ To ensure implementation of highway safety rules and safeguarding NHA RoW from encroachments.
- ❖ To prepare inventory of amenities lawfully using NHA RoW.
- ❖ To identify and list down encroachers, defaulters, and nature of irregular amenities.
- ❖ To serve default notices to NOC holders who are not paying annual approach rentals.
- ❖ To assist and facilitate the employer in undertaking/dealing with legal action(s)/litigations arising out of implementation/execution of the said contract.
- ❖ To take legal action(s) against defaulting NOC holders and encroachers on behalf of NHA.

CASH DEPOSIT

- ❖ The NOC fees and rentals shall be submitted by the amenities through pay order/bank drafts. CMC shall deposit all the pay orders/bank drafts etc. in NHA Road Maintenance Account, Islamabad through ROW Section.
- ❖ The CMC shall prepare complete payment details' summary of amenities regarding NOC fee and annual approach rentals.
- ❖ The CMC shall submit all the record to NHA.

COORDINATION

- ❖ CMC shall diligently endeavor to perform its services in a manner that will promote integration, synergism and efficiency among CMC, NHA and other parties.

INSTITUTIONAL ARRANGEMENTS

- Employer:** The National Highway Authority (hereinafter referred as “NHA”).
- Program Designer:** Directorate of Right of Way & Franchise Rights Sections of NHA hereinafter referred as “RoW & FR-HB Section”.
- Service Provider:** The Corridor Management Contractor is the Service Provider (hereinafter referred as “CMC”).
- Corridor Management Contractor (CMC):** The successful bidder, appointed pursuant to this Agreement, for NOC fee and rental collection from amenities using NHA RoW for access/approaches towards the business(es) to undertake tasks assigned in Scope of Services as service provider.

THE EMPLOYER’S ROLE AND OBJECTIVES

- ❖ Responsible for taking all policy decisions and approvals of short, medium and long term plans and implementation programmes including financial, technical and institutional arrangements on quarterly, bi-annually, and annual basis.

THE PROGRAM DESIGNER’S ROLE AND OBJECTIVES

The functions and role of program designer shall include:

- ❖ Protecting the interest of the NHA through monitoring and inspection of progress according to laws of Pakistan, Prudent Practice and the standards that contract is operated as per conditions stated in the agreement and Appendices through “State of Art” management practices.
- ❖ Ensuring that CMC complies with NHA Highway Safety standards and requirements as per the laws of Pakistan.
- ❖ Classifying and resolving with CMC or its Representative any difficulties or disputes arising pursuant to this agreement and any complaints by any third party.
- ❖ To provide overall guidance to the CMC within the policy framework approved by the Client.
- ❖ Coordinating and organizing services to be offered by other agencies including public utilities, Engineering Services, Highway and Motorway Police during the currency of contract.

SERVICE PROVIDER’S ROLE AND OBJECTIVES

- ❖ The Service provider shall carry out all the works in line with the policy of the Employer and in accordance with the agreed programs developed by the Program Designer.

- ❖ The Service Provider's Scope of Services related to various aspects of the contract which have been given in more detail in this Agreement.
- ❖ The Service Provider will carry out Corridor Management activities as planned and agreed with the Program Designer. The Program Designer shall be NHA's representative for the purpose of monitoring of the contract operation.
- ❖ The Service Provider shall arrange suitable vehicle/ logistics along with driver and POL for the Program Designer for monitoring and inspection of contract sites as and when required.

KEY PERFORMANCE INDICATORS (KPIs)

- ❖ Number of Amenities Regularized.
- ❖ Percentage regularization achieved per quarter.
- ❖ Amount of Revenue collected.
- ❖ Number of Encroachments removed.
- ❖ Number of accounts handled.
- ❖ Customer satisfaction.
- ❖ Compliance with regulatory requirements.
- ❖ Effective pleading and settlement of litigation matters, if any.
- ❖ No abuse of authority or legal processes.
- ❖ Number of complaints of malpractices of all kinds.

REQUIRED SKILLS AND EXPERTISE

- ❖ Revenue recovery and collections
- ❖ Enforcement techniques
- ❖ Legal and regulatory compliance.
- ❖ Data analysis and reporting.
- ❖ Project management.
- ❖ Technology and infrastructure management.
- ❖ Heavy machinery operation and maintenance.
- ❖ Vehicle operation and maintenance.

BASIC UNDERSTANDING BETWEEN THE CMC AND CLIENT (NHA)

Objective of appointing CMC is broadly covered by the following aspects of Corridor Management pertaining to maintaining NHA's writ, removal of encroachments, obliging the persons/bodies/departments for obtaining applicable NOC fees from NHA who are using RoW for their access to and from National Highway Authority's road network and collection of due AARs.

- ❖ Corridor Management Contract shall be for a period of two (02) years and extendable for one (01) year subject to satisfactory performance of CMC and mutual consent of parties.
- ❖ For all coordination purposes with the NHA, CMC is required to act through Program Designer which will serve as the NHA representative and contact person for this program.
- ❖ Efficient enforcement of rentals submission and depositing the same in the manner agreed in the designated account as approved by the NHA and further maintaining and submitting monthly record thereof to NHA in a pre-agreed format.
- ❖ The CMC shall develop detailed inventory of existing amenities and summary of applicable NOC fees and AAR. CMC shall adjust payment details /summary with every improvement/addition of the amenities.
- ❖ CMC shall prepare all other statements as may be deemed necessary during the currency of contract. CMC shall submit to NHA on annual basis audited statements if required by NHA.
- ❖ CMC shall update existing summary with addition of any type of new amenity established during the currency of contract period and share data accordingly.

PRINCIPLES AGREED

The CMC shall enforce the submission of the NOC fees, AARs and Security deposits at the schedule rates fixed by NHA, time to time and enforce the amenity holders to deposit the same in the NHA designated account i.e. in favour of National Highway Authority Road Maintenance Account Islamabad. The present applicable rates are given in Article-XIII.

III. General Conditions of Contract (GCC)
(Clauses 1 to 27)

Briefly, the Corridor Management Contractor, on behalf of NHA, shall enforce NHA's writ in stopping the encroachments over NHA Land, obliging the amenity holders for obtaining NOC from NHA, collection of annual approach rentals (AAR), preparation of financial statements, serving of notices and inventorization of amenities using NHA RoW for access/approaches against the fixed service charges as per its bid.

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

The General Conditions of Contract (Clauses 1 to 27), Qualification Criteria, Conditions of Contract (Article I to XII) and Sample Forms are as under: -

1. General Conditions of Contract: -

1.1 Bidding is open to all interested bidder(s) who:

- a. Should be active tax payer and must retain annual financial worth of minimum 300 million or above.
- b. Possess relevant experience in recovery matters.
- c. Should not be a blacklisted entity or a defaulter or debarred from any of the government department(s) of Pakistan and NHA in any case/matter. In this regard, the prospective bidder(s) shall submit undertaking on stamp paper to NHA that his firm/company/JV is neither blacklisted/debarred, nor defaulter. Format for undertaking has been provided in the sample forms.

1.2 The Corridor Management Contractor (CMC) shall, on behalf of NHA, collect or cause to be collected applicable NOC fees and Annual Approach Rentals (AAR) from the amenity holders using NHA RoW for the means of access / approaches towards their businesses.

1.3 **Serving the Notices:** The Corridor Management Contractor (CMC) shall, on behalf of NHA, serve notices to all the encroachers and AAR defaulters.

1.4 **Removal of Encroachments:** The Corridor Management Contractor (CMC) shall, on behalf of NHA, enforce all the legal action(s) for removal of encroachments made on NHA land(s).

1.5 The Corridor Management Contractor (CMC) shall not be allowed to act beyond the assigned territorial jurisdiction of NHA, the Contractual limits awarded against specific package and the scope of the contract.

1.6 The Corridor Management Contractor (CMC) shall be liable to bear all the associated costs i.e. mobilization, transportation, safety of NHA revenue, manpower, legal and insurance of its workers, equipment and machinery, whatsoever.

- 1.7 **Grace Period:** For mobilization and preparation of requisite statements, grace period of 30 days from the date of issuance of commencement letter shall be allowed to the Corridor Management Contractor (CMC).
- 1.8 **Contract period:** The contract shall be of two (02) years from date of commencement and extendable for one (01) year subject to satisfactory performance of the Corridor Management Contractor (CMC) and mutual consent of both parties.
- 1.9 The interested bidder(s) shall bear all costs associated with the preparation and submission of bid/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 bid.
- 1.10 The interested bidder(s) are advised to visit and examine the site(s) in all aspects and its surroundings and obtain all information for themselves on their own responsibility that may be necessary/ indispensable for preparing the bid and entering into the Contract. The bidder(s) shall be deemed to have assessed the contract viability and prepared its bid accordingly; no claim(s) whatsoever in this regard shall be entertained thereafter. All costs in this respect shall be the responsibility of bidder.
- 1.11 **Subcontracting:** Prior approval/permission/consent of the Employer (NHA) would be required for sub-letting/ contracting of any or all the portion of contract site by the Corridor Management Contractor (CMC).
- 1.12 The Corridor Management Contractor (CMC) shall be responsible for resolving all the issues which may arise between the Corridor Management Contractor (CMC) with any local authority(ies) during the currency of the Contract at its own risk & cost and shall indemnify NHA from all legal recourse.
- 1.13 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. Any bid with loose papers will not be accepted and such bids shall be considered non responsive.
- 1.14 The bidder(s) are required to examine carefully the contents of all the documents submitted in their bid. Failure to comply with the requirements of bid submission will be at the bidders' own risk. Pursuant to Clause 16 (b), bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.
- 1.15 NHA reserves the right to check, monitor, serve notice(s) or take any appropriate legal action(s) against any amenity holder at any time and

location whenever it deems fit thus, Corridor Management Contractor (CMC) shall neither have any objections nor any claim to it.

- 1.16 **Service Charges:** Against the revenue collection, NHA shall pay to the Corridor Management Contractor a fixed amount of service charges @ of 10 % of revenue received to NHA in the respective month against amenities falling within contracted/specific territorial reach.
- 1.17 **Invoice:** The CMC shall claim its monthly invoice @ of 10% of the revenue i.e. NOC fee and AAR(s) only received to NHA through CMC's effort within contractually stipulated reach boundaries.
- 1.18 Such invoice should be submitted by CMC to NHA's respective Deputy Director (Maintenance). Whereafter, the Deputy Director (Maintenance) will forward such invoice through its General Manager (Maintenance) to General Manager (Rev-RoW) for processing and release of payment.

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

- 2.1 The Employer has adopted Single Stage One Envelope based mode of procurement for this bidding, which is in accordance with the PPRA Rule 36 (a).
- 2.2 In the single stage one envelope bidding procedure, Bidder(s) are required to submit their Technical bids (must meet criteria) to NHA as per clause 10, in sealed envelope on the date of bid submission.
- 2.3 The Bidder shall submit one original and a copy (soft & hard) of bid to NHA. Bidders must ensure that their original and copy of bid are contained in separately sealed envelopes clearly marked as indicated above. 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 For fulfilling the must meet criteria, NHA will first check the documents regarding must meet criteria. The Financial bids (*revenue to be received/collected in advance*) from only responsive/ technically qualified Bidder(s) will be called upon openly/ publically in the presence of all the Bidders and tender opening and evaluation (TO&EC) Committee.
- 2.5 The original and copy of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to bind the Bidder to the offer. Proof of authorization shall be furnished in the form of a written Power-of-Attorney, which shall accompany the Bid. All pages of the bid, except for un-amended printed material, shall be initialed by the person or persons signing the Bid.
- 2.6 The complete Bid shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the Bidder, in

which case such corrections shall be initialed by the person or persons signing the Bid by deleting old statement and writing new.

3. Clarifications & Correspondence

- 3.1 Employer will examine the request for clarification of the Request for Bid, if received not later than seven (07) days prior to the deadline for the submission of bids or during the Pre-Bid meeting, and will issue a clarification before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased or downloaded the Bidding Documents.
- 3.2 At any time prior to the submission/opening of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum or corrigendum/erratum.
- 3.3 Any addendum thus issued shall become the integral part of this Request for Bid.
- 3.4 To accord prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids.
- 3.5 Moreover, the Employer may also seek clarification through writing for any item(s) in the bid.
- 3.6 Name and address of the Employer is: -

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

- 3.7 The authorized representatives of the Employer are;

a. For contract administrations:

General Manager (Rev-Row)
National Highway Authority-HQ,
28-Mauve Area, Sector G-9/1,
Muhammad Tufail Niazi Road,
Islamabad.

b. For supervision of filed matters:

General Manager (Maint) _____,
National Highway Authority
_____,
_____.

4. One Bid per Bidder

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

5. Let Bidders Be Mindful

- 5.1 The bidder is advised to obtain all the information at its own cost and responsibility that may be necessary / indispensable for preparing the bid and entering into a Contract for execution. This shall include but not be limited to the following:
 - (a) Enquiries on Pakistani Income Tax/Sales Tax/Surcharge or any other Levy/Fee/Tax imposed by the Government of Pakistan. NHA shall not be liable to pay any such Levies/Fee/Tax. Payment of all such applicable taxes is the sole responsibility of the Corridor Management Contractor (CMC).

6. Local Conditions

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

7. Pre-Bid Meeting

- 7.1 Prospective bidder(s) are invited, and strongly encouraged to attend a pre-bid meeting organized by the NHA.
- 7.2 Prior to the pre-bid meeting, bidders are invited to submit written questions if any, concerning the Contract requirements, with regards to this Bidding Document or other related matters pertinent to the Contract.
- 7.3 All such questions should be submitted to General Manager (Rev-Row), NHA.
- 7.4 The NHA will conduct the pre-bid meeting, record all questions, both written and verbal, enquired by Bidders, record all answers provided thereto, and provide written minutes of pre-bid meeting. Also, if

required, any addendum / corrigendum to Bidding Document will be issued.

7.5 The NHA will not, during the pre-bid meeting, modify any material aspect or any provision with regards to this Bidding Document unless such modification is made as a written addendum thereto prepared by the NHA and disseminated to all Bidders.

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

Date & Time: **Tuesday, 03th March 2026 at 11:30 hrs.**

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

8. Bid Validity

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

8.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of its bid security. A bidder agreeing to the request will be required to extend the validity of its bid security for the extension period, in accordance with PPRA Rule 26.

9. Bid Security

9.1 Each bidder shall furnish, as part of its Technical Bid, a Bid Security in PKR of an amount of Rs. 1,000,000/- (One million rupees only).

9.2 The Bid Security shall be in the form of Bank Draft or a Pay Order issued by a Scheduled Bank in Pakistan in favor of "National Highway Authority, Road Maintenance Account, Islamabad" valid for a period of twenty-eight (28) days beyond the bid validity date.

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

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

9.5 Any amount of Bid Security which is lying with the Employer for any previous bidding processes shall not be considered for this bidding.

- 9.6 The bid security of all participating bidders will be returned as promptly as possible except for the lowest/most advantageous bidder, which will be returned upon award of contract to the CMC under Clause 25, or on the expiry of validity of Bid Security under Clause 8, whichever is earlier subject to rights of parties.
- 9.7 The Bid Security of the lowest/most advantageous bidder will be returned when the bidder has furnished the required Performance Security and Revenue Security and signed the Contract Agreement, pursuant to Clause 9.6.
- 9.8 The Bid Security may be forfeited:
- (a) if a bidder withdraws its bid during the period of bid validity, or
 - (b) if a bidder does not accept the arithmetic correction of its bid, or
 - (c) in case a Corridor Management Contractor (CMC) fails to:
 - i. furnish the pre-requisites in accordance with the Letter of Acceptance (LoA); or
 - ii. does not sign the Contract Agreement.
- 9.9 In case of forgery, involvement in fraudulent activity(ies) or any misrepresentation/concealment made by the bidder while submitting the bid to NHA, the same shall lead towards forfeiture of bid security along with its debarring and blacklisting.

10. Documents Comprising of Bid

- 10.1 The bid to be submitted by the interested bidder(s) which shall comprise of the following must meet documents in a sealed envelope marked as Technical Bid:

a. Must Meet Criteria/ Technical Bid

- ✓ Bid Security as mentioned in clause 9 of GCC,
 - ✓ Certificate confirming the receipt as per clause 26,
 - ✓ In case of authorized representative of the bidder(s), original signed/stamped authority letter,
 - ✓ Requisite valid licenses i.e.:
 - Tax registration certificate.
 - Entity's name on ATPL.
 - Tax returns and audited statements of last 03 years.
 - In case of Company, valid SECP certificate.
 - In case of AOP/Sole Proprietor/Firm, valid registration certificate.
 - ✓ In case of JV, the registered agreement by the office of Sub-Registrar,
 - ✓ Relevant experience certificate(s) for five (05) years.
- 10.2 In case of submitting bids against more than one package, the prospective bidder(s) is/are required to submit only one technical bid. However, separate Bid Security is required to be submitted for each package.

11. Format and Signing of Bid

- 11.1 All bid documents including Bid Form and Integrity Pact are to be properly completed, signed and stamped by the interested bidder.
- 11.2 No alteration can be made in the Bid Form except filling up the blanks as directed. If any correction is required anywhere in the bid, it should be done so by crossing out the old statement and any writing up of a new statement should be signed, otherwise, the bid may be rejected as being non-responsive.
- 11.3 Each bidder shall prepare one (01) Original and one (01) Copy of the documents comprising the bid as described in Clause 10 and clearly mark them as "ORIGINAL" and "COPY". In the event of any discrepancy between them, the original shall prevail.
- 11.4 The original and a copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign them. This shall be indicated by submitting a written Power of Attorney authorizing the signatory to act on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 11.5 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 11.6 Bidders shall indicate in the space provided in the Bid Form their complete addresses at which notices may be legally served and to which all correspondences in connection to their bids and the Contract could be sent.
- 11.7 Bidders should retain a copy of the Bidding Documents for the purpose of record.

12. Submission of Bids

- 12.1 Each bidder shall submit the bid as under: -
 - a. One (01) ORIGINAL and one (01) COPY of the bid shall be put in separate sealed envelopes and marked as such.
 - b. Further, the envelopes containing the ORIGINAL and COPY shall be put in one sealed envelope and addressed/identified as given in Sub-Clause 3.1, hereof.
- 12.2 The Bidder shall paste the duly filled in Form on the inner and outer envelopes as per given sample including;
 - a. Be addressed to the Employer at the address given in this Bidding Documents.
 - b. Must bear the Contract title and date of opening of bid.

- c. Should provide a warning not to open before the scheduled date and time for the bid opening.
- 12.3 The Bid shall be delivered in person or sent to Employer by registered mail at the address given in this Bidding Documents.
- 12.4 In addition to the identification required in Sub-Clause 12.1 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned un-opened in case it is declared "late".
- 12.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.
- 12.6
- a) Bids must be received by the Employer at the address and date specified in Sub-Clause 12.10 and 12.11 hereunder.
- b) Bids with charges payable shall not be accepted, nor will arrangements be undertaken to collect the Bids from any delivery point.
- c) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 12.7 NHA shall receive and keep secure all bids submitted before the date and time specified for bids closing.
- 12.8 The Employer may at its discretion, extend the deadline for submission of bids by issuing an addendum 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 extended deadline.
- 12.9 Schedule for **Bids Submission & Opening of Technical Bid:**

Technical Documents

Date & Time (Submission) : **Wednesday, 11th March, 2026 at 11:00**

Date & Time (Opening) : **Wednesday, 11th March, 2026 at 11:30**

Financial Bids

Date & Time : **Thursday, 12th March, 2026 at 11:30**

- 12.10 The venue for submission of bids:

NHA Auditorium, Old Building

27-Mauve Area, Sector G-9/1

Muhammad Tufail Niazi Road

Islamabad.

13. Language

All bids shall be prepared in English language.

14. Late Bids

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

15. Bid Submission & Opening

- 15.1 A committee consisting of nominated members notified by the Employer will receive Technical Bids and will open and evaluate the Technical Bid(s) in the presence of bidders or their authorized representatives who choose to attend, at the date, time and location advertised in Invitation for Bid on the same date and time.
- 15.2 The bidders or their authorized representatives who will attend the bid submission and opening meeting shall sign in a register as evidence for their participation.
- 15.3 The evaluation committee will evaluate the Technical Bids in the light of qualification criteria mentioned in the Bidding Document and will inform about the results to all the participants. Thereafter, the technically qualified bidders(s) will be called upon to participate in open financial bidding on February 25, 2026 (Wednesday) at 1130 hours in NHA Auditorium, Islamabad.
- 15.4 The bidder's name, bid amount, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening.

16. Determination of Responsiveness of Bids

- 16.1 Prior to the detailed evaluation of bids,
 - (a) The Employer will examine the bids to determine whether;
 - i. the bid is complete and does not deviate from the Scope of Contract as included in the Bidding Documents,
 - ii. required security has been furnished,
 - iii. the documents have been properly signed/stamped,
 - iv. the bid is valid for the stipulated period,
 - v. the quoted bid price shall remain constant during the currency of Contract,
 - vi. the documents comprising bid are in order, as specified in Clause 10.
 - (b) A bid is non-responsive, if;
 - i. it is neither signed nor stamped by authorized

- representative,
- ii. its validity is less than the specified period,
- iii. it is not accompanied by bid security,
- iv. it is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

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

17. Evaluation of Bids

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

17.2 Bidders representatives who are present shall sign a register evidencing their attendance. The NHA will examine the Bids to determine whether they are complete; Bid Securities have been furnished, documents have been properly signed, and the Bids are generally in order.

17.3 Financial Bids, of only the responsive Bidder(s) who have fulfilled the criteria mentioned in Clause 1.1 and Clause 10, will be called upon openly/ publically and put to comparison process.

17.4 From the date and time of bid opening until the time the Contract is awarded, any Bidder wishing to contact the NHA on any matter related to this tender must do so in writing at the NHA's address noted above in clause 3.8.

18. Confidentiality

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

18.2 Any effort by a bidder to influence the NHA in the process of examination, clarification, comparison and evaluation of bids, or decisions concerning award of a Contract may result in the rejection of bid and forfeiture of Bid Security.

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

As per PPRA Rule 33:

- i. The procuring agency may reject all bids at any time prior to the acceptance of a bid.

- ii. The procuring agency shall upon request communicate to any Bidder who has submitted a bid, the grounds for its rejection of bids and as such is not required to justify the grounds for rejection.
- iii. Notice of rejection of bids shall be given promptly to bidders.
- iv. The procuring agency shall incur no liability.

20. Award Criteria

The Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, declared as technically qualified and who has offered the highest revenue in advance (Financial Bid) and fulfills all the pre-requisites as per Letter of Acceptance. Moreso, the letter of acceptance (LoA) will stipulate the requirement for submission of required operational capacity which includes but not limited to the working manpower details, machinery, vehicles and detailed execution plan within 15 days.

21. Security Deposits

21.1 The Employer will issue the Letter of Acceptance (LoA) to the highest/most advantageous bidder informing the bidder regarding bid acceptance. This letter shall consist of an amount of Performance Securities which the successful bidder shall pay to the Employer within a period of fifteen (15) days in the forms and the amounts stipulated below, failing which LoA shall be liable to be withdrawn unless otherwise extended by the Employer. In addition to the security deposits, the highest/most advantageous Bidder will be required to submit stamp papers of worth Rs. 1200/- for signing of agreement.

a. **Performance Security:**

Amounting to Rs. 10 million. The performance security should be in the form of a Pay Order/Demand Draft in favor of “National Highway Authority, Road Maintenance Account, Islamabad”.

b. **Revenue Security:**

The Revenue security shall be 100 million which should be in the form of a Bank Guarantee/Pay Order/Demand Draft in favor of the “National Highway Authority, Road Maintenance Account, Islamabad”.

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

22. Signing of Contract

22.1 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 highest/most advantageous bidder shall be bound to attend the office of General Manager (Rev-RoW) for signing of the Contract Agreement.

22.2 The formal Contract agreement between the Employer and the highest/most advantageous bidder shall be executed on signing of the Contract Agreement by the parties (i.e. NHA & highest/most advantageous bidder). In case the bidder(s) fails to sign the Contract agreement within stipulated time, the NHA reserves the right to annul the bidding process of such contract, forfeit the non-compliant bidders' available securities and undertake blacklisting.

23. Letter of Commencement

23.1 After submission of such required documents by CMC, Letter of Commencement (LoC) will be issued. The date of Contract will be effective on issuance of LoC.

24. Due Diligence

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

24.2 Bidders must adhere to the Contract site, location, local conditions, geographical & environmental impacts as well as the site boundary limitations. No claims thereon, will be considered/entertained unless / until carries /covers reasonable rationalizations or justifications.

25. Integrity Pact

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

26. Confirmation of Receipt

Confirmation to the effect that the bidder has received all the correspondence as prescribed in this Bidding Documents, agreed with the provisions of this Bidding Document and certificate in this regard must be attached alongwith the bid. The authorised representative of Employer for correspondence/ communication is: -

General Manager (Rev-Row)

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

27. The Bidding Documents consist of followings: -

- i. Invitation to Bid,
- ii. Instructions to Bidders (ITB),
- iii. General Conditions of Contract (Clauses 1 to 27),
- iv. Operational Capacity,

- v. Terms & Conditions of Contract - Articles I to XIII,
- vi. Addendum / Corrigendum to the Bidding Documents, if any,
- vii. Sample Forms.

IV. Operational Capacity

1. Required Operational Capacity/ Capability

The CMC shall provide the NHA following requisites for assessing the operational capacity/ capability:

1.1 Financial Resources

- (i). Adequate funding for operational expenses.

1.2 Human Resources

- (i). Skilled and experienced staff in revenue recovery.
- (ii). Sufficient manpower to handle revenue recovery processes.

1.3 Technology and Infrastructure

- (i). Data analytics and reporting capabilities.
- (ii). Secure data storage and management.

1.4 Processes and Procedures

- (i). Established revenue recovery processes and procedures.
- (ii). Compliance with regulatory requirements.
- (iii). Continuous process improvement.

1.5 Communication and Negotiation Skills

- (i). Effective communication with debtors.
- (ii). Negotiation skills for settlement agreements.

1.6 Legal and Regulatory Compliance

- (i). Knowledge of relevant laws and regulations.

1.7 Data Management and Analytics

- (i). Ability to collect, analyze, and report data.

1.8 Scalability and Flexibility

- (i). Ability to handle large volumes of accounts.
- (ii). Flexibility to adapt to changing requirements.

1.9 Required Machinery and Equipment

- (i). Computers and laptops.
- (ii). Heavy machinery (e.g., excavators, cranes).
- (iii). Vehicles (e.g., 4x4 vehicles) for mobility and site visits.

1.10 Required Manpower

- (i). Revenue recovery agents.
- (ii). Financial analysts.
- (iii). Data analysts.
- (iv). Customer service representatives.
- (v). Legal experts.
- (vi). Project managers.
- (vii). IT support staff.
- (viii). Equipment operators (e.g., crane operators, excavator operators).
- (ix). Drivers.

V. Terms & Conditions of Contract
(T&CoC)
(Article I to XIII)

ARTICLE I
TERM OF THE CONTRACT AND CONTRACT SITE

Section I. 01 Term

- a) The term of the Contract shall expire after two (02) years from the effective date i.e., issuance of Commencement Letter, ("Term") until unless not extended/ renewed by the Employer.
- b) The effective date of Contract shall be the date mentioned/ specified in the Letter of Commencement issued by the Employer.

Section I. 02 Contract Site

- (a) Corridor Management Contractor (CMC) shall render the services solely within or with respect to the project site, as defined under sub-paragraph (b). For the purposes of this Contract, the Corridor Management Contractor (CMC) shall have no rights or obligations beyond the geographical limits of the Contract site.
- (b) The site offered to the Corridor Management Contractor (CMC) by NHA pursuant to this Contract shall be at KM _____ to _____ North and South bound of National Highway N-__ (_____ - _____) for collection of NOC fees and annual approach rentals from the amenity holders using NHA Right of Way (RoW) as approaches towards their businesses on its behalf of National Highway Authority as given in Scope of Contract. The Corridor Management Contractor (CMC) shall make recoveries, collect NOC fee and AAR at its own risk, cost and expense.

Section I. 03 Length of Contract Site and Number of Amenities:

The total length of allowed site is _____ KM i.e. from _____ to _____ NBC and SBC of National Highway _____ which includes _____ number of amenities having revenue impact of Rs. _____ approximately against _____ number of amenities, as per the GIS date of NHA. **Note:** However, to avoid any inconvenience, bidders are advised to assess the exact information regarding number of amenities and their revenue impact as per the schedule rates of NHA as defined hereunder in this bidding document. For this purpose, NHA site authorities will also help out the prospective bidders.

Section I. 04 Definitions and Rules of Interpretation:

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

- a. **"Corridor Management Contractor (CMC)"** means the successful Bidder who will be awarded the subject Contract.

- b. **“Contract”** means the agreement made mutually in between NHA and CMC for performing the functions as stated in this Bidding Documents.
- c. **“Authority”** means National Highway Authority, Government of Pakistan, Islamabad.
- d. **“Contract Revenue”** means the NOC fees and annual approach rentals collected from the amenity holder(s) using NHA Right of Way (RoW) for their business(es).
- 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 Chief Executive Officer National Highway Authority, Government of Pakistan, Islamabad.
- h. **“Employer’s Representative”** means General Manager (Rev-RoW) NHA-HQ, Islamabad or any other person appointed in writing by the Employer from time to time.
- i. **“Filling Stations”** Includes the petrol, diesel, CNG and EV points or any other source for refueling of vehicles.
- j. **“ITB”** means Instructions to Bidders.
- k. **“Letter of Acceptance”** after opening of financial bids, the notification by the Employer for informing the lowest/most advantageous bidder that the bid has been accepted and requiring pre-requisites for executing the agreement.
- l. **“Letter of Commencement”** is a letter containing the term of agreement, date and time for mobilizing on Contract site.
- m. **“Modification of Contract”** means any change, variation, modification, addition/deletion or reform to the scope of Contract.
- n. **“OMC”** means Oil Marketing Company.
- o. **“Party”** means the Employer or the Corridor Management Contractor (CMC) as the case may be, and Parties means both of them.
- p. **“Permissible site”** means the site handed over to the Corridor Management Contractor (CMC) i.e. _____ for provision of required facilities as per scope of Contract. Other than that site is out of purview of Corridor Management Contractor (CMC) and the Corridor Management Contractor (CMC) should have no right or claim on it.

- q. “Program Designer”** means the Directorate of Rev-RoW & FR-HB, NHA-HQ, Islamabad.
- r. “Revenue Security”** means the amount of CMC retained by NHA for securing the revenue loss, theft or leakage during the currency of contract.
- s. “RoW”** means the Right of Way.
- t. “Scope of the Contract”** means provision of services required from the CMC in accordance with this Bidding Documents.
- u. “Services”** means services required to be rendered by the Corridor Management Contractor (CMC) in accordance with various articles of the Contract.
- v. “Site Location”** means the permissible site offered for performing this instant contract i.e. _____.

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. In case, if a post has been sent out on a valid address and is in course of transmission then this will be deemed as out of power of the Employer. If such post remains undelivered due to any reason inter alia change of address (not previously communicated to the Employer) then the post will be considered as successfully delivered by the Employer.

All notices whereby the Corridor Management Contractor asserts any claim, or intends to rely upon any alleged default attributable to the Employer, including but not limited to notices of force majeure and notices giving rise to or relating to any dispute between the Employer and the Corridor Management Contractor, shall be served mandatorily by email at the email address specified below in addition to the service thereof in the manners prescribed above.

Any notice not served in the manner prescribed herein shall be deemed invalid and shall not be accepted or relied upon by the Corridor Management Contractor at any later stage for any contractual, legal, or arbitral proceedings.

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

General Manager (Rev-RoW)

National Highway Authority
27-28- Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad.
Phone: +92-51-9032907

ARTICLE II
SCOPE OF CONTRACT AND OBLIGATIONS OF THE PARTIES

Section II. 01 Scope of Contract

NHA hereby grants to the Corridor Management Contractor (CMC) subject to the terms and conditions of this Contract for which the CMC shall provide all management, supervision, labor, materials, administrative support, supplies equipment and other resources necessary to perform the services, all in accordance with the criteria set forth in the provisions of this agreement that includes but is not limited to the following:

- a) To enforce the NHA writ on contract site.
- b) To encourage the new amenities for obtaining NOC.
- c) To collect the annual approach rentals (AAR) from all the NOC holders.
- d) To ensure implementation of highway safety rules and safeguarding NHA RoW from encroachments.
- e) To prepare documentaries and conduct talk shows on electronic media for NHA and arrange seminars.
- f) To prepare inventory of amenities using NHA RoW and the encroachers.
- g) To serve default notices to NOC holders who are not paying annual approach rentals.
- h) To take legal action(s) against defaulting NOC holders and encroachers.
- i) To deposit all the rentals in NHA Road Maintenance Account, Islamabad and furnish deposit proof.
- j) To prepare complete payment details' summary of amenities regarding NOC fee and annual approach rentals and submit the same to NHA with each invoice.
- k) CMC shall diligently endeavor to perform its services in a manner that will promote integration, synergism and efficiency among CMC, NHA and other parties.
- l) To perform the services in line with the policy of the Employer and in accordance with the agreed programs, developed by Program Designer.
- m) To provide suitable vehicle/ logistics along with driver and POL for the Program Designer for monitoring and inspection of contract site, as and when required.
- n) To ensure the KPIs as given herein above in this contract.

Section II. 02 Obligations and Covenants of the Corridor Management Contractor (CMC)

I. The obligations of the Corridor Management Contractor (CMC) shall include:

- a. CMC shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and Subcontractors to do the same. CMC shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - (i). All employees of CMC and the Subcontractors and other persons who are on or about the Plazas or would reasonably be expected to be affected by the performance of the Services;
 - (ii). Other property of CMC and its employees, agents, officers and Subcontractors and all other Persons for whom CMC may be legally or contractually responsible upon which Services are performed;
- b. CMC shall comply, and cause its employees, agents, officers and Subcontractors and all other persons for whom CMC may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations and orders of public authorities relating to the safety of persons and property and their protection from damage, injury or loss.
- c. CMC shall be responsible for all damages, losses and thefts that may occur with respect to any portion of contract site in or about the Corridor or in any way involved in the provision of Services by CMC, whether such property is owned by CMC, NHA or any other person, to the extent such damages or losses shall have been caused or brought about by the acts or omission of CMC or its employees, agents, officers or Subcontractors or any other persons for whom CMC may be legally or contractually responsible.
- d. CMC shall ensure that all of its activities and the activities of its employees, agents, officers and Subcontractors and all other persons for whom CMC may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.
- e. CMC shall take no responsibility if damage occurs due to Act of God / natural calamities like fire, earth quake, floods, storms, etc.
- f. Complying with all terms and conditions of this Contract and all instructions and directions of NHA, as provided from time to time.

II. INDEMNIFICATIONS BY CMC

- (a) CMC shall defend, indemnify and hold harmless NHA and each of the individuals that is now (or may in the future become) a member of NHA

successors and assigns, and the officers, directors, agents, consultants and employees of any of the foregoing (collectively referred to as the “Indemnified Parties”) from and against any and all claims, causes or action, suits, legal or administrative proceedings, damages, losses, liabilities, response costs, costs and expenses (including, without limitation, attorneys’ and expert witness fees and costs that may be incurred in connection with the enforcement of this paragraph) arising out of, relating to or resulting from:

- (i) The performance by CMC (or its employees, agents, officers or Subcontractors or any other persons for whom CMC may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement or the failure to perform the Services in the manner herein required;
 - (ii) The failure of CMC (or its employees, agents, officers or Sub contractor’s or any other persons for whom CMC may be contractually or. legally responsible) to comply with any applicable law, rule ordinance, regulation or statute in performing the Services or other duties or obligations set forth in this Agreement;
 - (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-know, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement;
 - (iv) Any act or omission of CMC (its employees agents, officers, subcontractors or any other persons for whom CMC may be contractually or legally responsible), including, but not limited to, any act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property;
 - (v) The assertion by any CMC, Subcontractor or other person that inconvenience, disruption, delay or loss has been caused all or in part by actions or interference of CMC (or its employees, agents, officers or subcontractors or any other persons for whom CMC (or its employees, agents, officers or subcontractors or any other persons for whom CMC may be contractually or legally responsible) to cooperate reasonably with such contractors, Subcontractors, or other persons.
- (b) Except to the extent permitted by law, the above-mentioned provisions shall not inure to the benefit of an Indemnified Party so as to impose liability on CMC for matters caused by the negligence of NHA, or so as to relieve NHA of liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the NHA may be contractually or legally responsible.
- (c) If any claim shall be filed by an employees of CMC (or a subcontractor, anyone directly or indirectly employed by either of them or anyone for

whose acts they may be liable), the indemnification provisions set forth in above-mentioned provisions shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for CMC or a subcontractor or otherwise, under the terms of or as a consequence of any workers' compensation, as per the existing rules of CMC.

III. In carrying out its obligations, the Corridor Management Contractor (CMC) represents and covenants that:

- a. There are no legal, criminal & financial default proceedings pending for the liquidation of the Corridor Management Contractor (CMC) that could materially or adversely affect the performance of the Corridor Management Contractor (CMC) of its obligations under this Contract.
- b. The Corridor Management Contractor (CMC) shall at all times maintain its corporate existence in compliance with the Laws of Pakistan.
- c. The Corridor Management Contractor (CMC) 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 Corridor Management Contractor (CMC) may assign, delegate or sub-contract its rights and obligations pursuant to this Contract subject to the prior written approval of NHA as per clause 1.10 of GCC.
- e. This Contract has been duly authorized, executed and delivered by it and constitutes the irrevocable, legal, valid and binding obligation of it.
- f. In the event of termination of this Contract by NHA for convenience the Corridor Management Contractor (CMC) 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 Corridor Management Contractor (CMC) 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 Corridor Management Contractor (CMC)

hereunder. In the event of termination of this Contract by NHA for convenience the Corridor Management Contractor (CMC) shall not seek continuation of performance of services neither shall approach any court in an attempt to restrain NHA from assuming control of the Contract site.

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

NHA hereby represents and warrants to the Corridor Management Contractor (CMC) that as of the date of this Contract:

- a. It is duly created pursuant to the National Highway Authority Act, 1991 as amended from time to time and has complied fully with all applicable Laws of Pakistan in the grant of this Contract.
- b. The Contract site falls within the acquired 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.
- d. NHA shall exercise its powers under the National Highway Authority Act, 1991 as amended from time to time, 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 Corridor Management Contractor (CMC)'s performance of its business activities pursuant to the Contract agreement, but without assuming any liability or obligation in this regard unless expressly stated in this Contract agreement.
- f. NHA shall make available or cause to be made available to the Corridor Management Contractor (CMC) the Contract site as per approved plan free from all encumbrances, lien and charge.
- g. NHA shall ensure that access to the Contract site is not closed or restricted in any way.
- h. NHA will comply with all the terms and conditions of this Contract.

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

Section III. 01 Terms and Conditions of Payment

The general terms and conditions with regards to the payments to be made to the CMC pursuant to the contract agreement are as under:

- (i) The contract is based upon rendering corridor management service against payment of service charges to the Corridor Management Contractor at the fixed rate of 10% of revenue collected through the efforts of CMC.
- (ii) The CMC shall submit its monthly invoice to respective Deputy Director (Maintenance) NHA along with performance certificate duly signed and stamped by the respective Deputy Director (Maintenance) NHA on 5th calendar day of every succeeding month.
- (iii) The CMC will submit the details as per KPIs duly signed and stamped by respective Deputy Director (Maintenance) NHA, with its monthly invoice.
- (iv) Thereafter, the respective Deputy Director (Maintenance) will process the invoice by attaching performance certificate and forward the same to General Manager (Rev-RoW) NHA-HQ, Islamabad through General Manager (Maintenance) for release of payment after deducting applicable taxes and the amount of penalties if any, recommended by the respective Deputy Director (Maintenance) or Directorate of Franchise Rights Section.
- (v) All payments due under this agreement shall be in PKR.
- (vi) All applicable taxes including advance tax u/s 236A of income tax ordinance 2001 shall be paid by the Corridor Management Contractor (CMC) along with advance net guaranteed Revenue as per the prevailing taxation laws in Pakistan.

Section III. 02 Fines and Penalties

Sr.	Description	Penalties
01	Non serving of notices.	Rs. 1,000 per day.
02	Delay in removal of encroachments.	Rs. 500 per day.
03	Non removal of advertisement material installed within the RoW of NHA.	Rs. 1,000 per day.
04	Non preparation of monthly reports.	Rs. 10,000 per month.

05	If any worker (after performing duties for complete month) is not paid minimum wage as per the number of days he / she performed the duty.	Rs. 3,000 + (Difference of amount between paid salary and notified minimum wage rate) shall be imposed as penalty per person per month.
06	Non submission of revenues received from amenity holders into the NHA designated bank account within 03 days.	10% of such revenue.
07	Delay in inventorization of amenities.	Rs. 25,000 per month.
08	In case the CMC is found supporting encroachers.	Rs. 500,000 will be charged in addition to termination of contract.
09	NHA may desire to replace any personnel(s) with justifiable reason and failure to do so in seven (07) days shall be considered a breach of contract.	Rs. 2,000 per Day per personnel will be imposed for non-compliance of directions of procuring agency.
10	In case any (Public / General) complaint is received attributable to misconduct / misbehavior, financial benefits of CMC's personnel & is assessed as true by NHA, (depending on the severity of the incidence) for each such incident shall be levied and the same shall be deducted from CMC's invoice. The CMC must require to surrender the accused personnel up till the charge will be proven or otherwise.	Rs 50,000/- will be charged per case.

IMPORTANT POINTS:

- a) The amount of the penalty will be imposed / recommended by the respective Deputy Director (Maintenance) and officer(s) of the Directorate of Rev-RoW/Franchise Rights Section NHA-HQ, Islamabad which will be approved by the General Manager (Rev-RoW) NHA-HQ.

Note: The administration and CMC shall create a WhatsApp Group to address the operational issues and complaint management for immediate response. However, official correspondence shall be made as per Govt. norms. The respective Deputy Director (Maintenance) NHA will share the details of the performance penalties from time to time to the Service Provider.

**ARTICLE IV
TRADE NAME AND ADVERTISEMENT**

Section IV. 01

- a. In compliance of the orders of the August Supreme Court of Pakistan in its Suo Moto Case No. 27 of 2018, any type of advertisement material is not allowed on public places, thus, the Corridor Management Contractor (CMC) shall not install any advertisement material at the premises of Contract site except signage/directional boards, awareness messages for public for adhering the NHA Rules with respect to get requisite NOC, payment of AARs and prohibition for encroachment.
- b. The Corridor Management Contractor (CMC) shall remove every type of advertisement material installed within the NHA RoW in its permissible site.
- c. In case of any order from the Government of Pakistan or Judicial Forum with respect to installation of advertisement material, the CMC shall have no right or claim regarding such action(s) of NHA.

ARTICLE V PUBLIC UTILITIES

Section V. 01 Limits of NHA's Obligations

NHA shall provide on the Corridor Management Contractor (CMC)'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 Corridor Management Contractor (CMC) for any loss, damage or expense incurred by the Corridor Management Contractor (CMC) as a result of an inaccurate or late information being provided by NHA.

Section V. 02 Application for Supply of Public Utilities

In relation to the supply of public utilities and services required by the any Department/ body/ individual, the Corridor Management Contractor (CMC) shall not allow such installations to applicant without NHA NOC. In case NHA has to conduct any work done of any nature in the contract site, the CMC shall not interfere/ object or claim in the NHA affairs.

Section V. 03 Coordination of Works

The Corridor Management Contractor (CMC) shall not be responsible for the costs and expenses of any works that may be carried out by the relevant public authorities and companies at the Contract site.

Section V. 04 Access to Contract Site for Public Utilities

The Corridor Management Contractor (CMC) shall permit at any time during the term the authorized personnel of a public utility provider to have an access to the Contract site for the purpose of:

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

ARTICLE VI
NHA REPRESENTATIVE AND EMPLOYEES OF THE CORRIDOR
MANAGEMENT CONTRACTOR (CMC)

Section VI. 01 Employer Representative

The Employer's representative for contract administration is General Manager (Rev-Row) NHA-HQ, Islamabad. For field supervision the NHA representative will be the General Manager (Maintenance) or any officer of NHA authorized by the program designer. General Manager (Maintenance) will supervise the performance of CMC, resolve the site related issues, recommend its invoices to NHA-HQ for release of payments and for implementing the contractual obligations set in this Contract.

Section VI. 02 Staff of the Corridor Management Contractor (CMC)

- a. The Corridor Management Contractor (CMC) shall, at its own cost and expense, hire the services of skilled and unskilled staff ("Employees") for performing this contract. 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 at its sole discretion deem an employee unfit to perform services under this Contract. Such employee shall be immediately removed by the Corridor Management Contractor (CMC) besides taking other course of action required as per law upon the request of NHA and shall not be re-appointed to perform any work under this Contract except with the written consent of NHA. In the event, NHA opts to exercise its power under this provision, the Corridor Management Contractor (CMC) shall have no right to any compensation whatsoever for any loss consequential to the exercise of such power.
- c. The Employees shall be wearing proper uniforms and must be capable of providing services pursuant to the Contract in an honest, courteous and effective manner.
- d. If at any time after provision of the employees list, the Corridor Management Contractor (CMC) desires to recruit or dismiss an employee, the Corridor Management Contractor (CMC) shall forthwith notify Employer of such recruitment or dismissal, to update the list of employees at all the times.
- e. The Corridor Management Contractor (CMC) shall promptly notify Employer if with respect to an employee (I) any disciplinary action has been commenced or taken by the Corridor Management Contractor (CMC), or (II) any criminal proceedings have been initiated or concluded.
- f. The Corridor Management Contractor (CMC) shall comply with all the prevailing laws, rules and regulations of Pakistan with regards to the rights and obligations of the Employees.

ARTICLE VII DEFAULT

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

- a. The occurrence of any one or more of the following events shall constitute an event of default by the Corridor Management Contractor (CMC) under this Contract:
- i. Any deviation from scope of work without prior agreement of the Employer;
 - ii. Failure to remove encroachments;
 - iii. Indulgence in fraudulent acts;
 - iv. Failure to promptly reimburse NHA for any loss or damage caused thereto attributable at an act or omission of the Corridor Management Contractor (CMC);
 - v. Delay in commencement or discontinuance by the Corridor Management Contractor (CMC) in the performance of obligations under this Contract agreement;
 - vi. Insolvency, bankruptcy or liquidation of the Corridor Management Contractor (CMC);
 - vii. Failure by the Corridor Management Contractor (CMC) to perform any component of the Contract in a manner specified in the Contract agreement.
- b. If the Corridor Management Contractor (CMC) commits a default as set out herein above, the Employer shall be entitled to exercise the following rights in addition to any or all remedies available to Employer under the law:
- i. Any structural change caused to the Contract site due to the willful or negligent acts or omissions of the Corridor Management Contractor (CMC) or the employees, agents, servants or representatives thereof, fine shall be imposed. The exact amount of fine depends on the severity and extent of modification done as per the recommendations of the General Manager (Rev-RoW);
 - ii. Employer may impose minor penalty in the form of a fine to Corridor Management Contractor (CMC) upon each occurrence of a defaulting event. The fine shall range from fifty thousand (Rs. 50,000/-) to Rupees two lacs and fifty thousand (Rs. 250,000/-). The exact amount of fine depends on the severity and extent of the defaulting event as per the recommendations of the General Manager (Rev-RoW);
 - iii. Employer may impose a major penalty in case of one or more defaulting events by forfeiting the security deposits i.e., performance and revenue securities deposited by the Corridor Management Contractor (CMC) and may terminate this Contract agreement as and when deemed necessary and may

proceed for blacklisting of the Corridor Management Contractor (CMC) on the recommendations of General Manager (Rev-RoW);

- iv. If exercising the above-mentioned punitive measures do not fully indemnify the Employer against the default(s) of the Corridor Management Contractor (CMC) and if during the currency of Contract or after expiry thereof, any recovery is ordered pursuant to departmental inquiry, audit paras or on order of any other competent forum with regards to the subject award of Contract or any other project/contract awarded by NHA to the Corridor Management Contractor (CMC), such recovery shall be made from the Corridor Management Contractor (CMC) out of performance security, revenue security or any other bill of expired (executed / terminated) or on-going or future contracts (in bidding process). In case, if there is no amount available with NHA for effectuating the recovery, the Employer may take legal recourse as per prevailing laws of Government of Pakistan to recover the losses.

ARTICLE VIII EXPIRY, EXTENTION AND TERMINATION

Section VIII. 01 Expiry Date of Contract

After issuance of Commencement Letter, the Contract shall be valid for two (02) years if not extended by the Employer for one (01) year.

Section VIII. 02 Extension of the Contract

The contract would be extended for one (01) year subject to mutual consent of both the parties and satisfactory performance of the CMC as per following criteria:

- a. Recovery of the total receivable revenue of the contract to the extent of minimum 40 % in first year (i.e. minimum 10 % in each quarter).
- b. Recovery of the receivable revenue to the extent of minimum 30 % in second year (i.e. minimum 7.5 % in each quarter).

Section VIII. 03 Early Termination of the Contract

- a. Employer shall have the right to terminate this Contract or particular services being rendered pursuant to this Contract for convenience as determined at its sole discretion at any time during the Contract. Employer may exercise this right by furnishing a written notice to the Corridor Management Contractor (CMC) of its action for terminating the Contract. Such termination shall be effective following the date as mentioned in such notice. Thereafter, all references to the obligations under this Contract shall be deemed to refer only to any particular part of the obligations with respect to which this Contract has not been terminated.
- b. If the CMC fails to achieve minimum 90 % of receivable revenue in each quarter, NHA will terminate the contract and confiscate the securities of CMC after two such consecutive failures.

ARTICLE IX FORCE MAJEURE

Section IX. 01 General

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

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

In case a Force Majeure condition is claimed as a result of any act of man, documentary evidence for existence of such condition shall be required from Corridor Management Contractor (CMC).

Section IX. 02 Notice of Force Majeure

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

Section IX. 03 Termination/Suspension due to Force Majeure

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

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

Section IX. 04 Extension of Time due to Force Majeure

If the operations on site remain suspended for more than 15 days but become operational within 182 days during the currency of Contract, the Corridor Management Contractor (CMC) will be granted extension of time as a

compensation. The extension of time shall be exactly equal to that time period for which the sites remained non-operational due to event(s) of Force Majeure.

Section IX. 05 Continuation of the Contract

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

ARTICLE X
TRANSFER UPON EARLY TERMINATION OR EXPIRY

Section X. 01 Transfer upon Early Termination or Expiry

- a. Upon early termination or expiry of this Contract in accordance with the terms and conditions set out herein, the Corridor Management Contractor (CMC) shall within immediately cease its operations and shall remove all the workforce and sublet-ties / agents engaged in operation of Contract immediately on the date on which the termination or expiry takes effect and clear the site for NHA or duly nominated representative within ten (10) days thereof, in a properly maintained & operational condition.
- b. Upon early termination or expiry of this Contract, the rights and entitlements of Corridor Management Contractor (CMC) pursuant to this Contract shall revert to, vest in or remain vested in the Employer, as the case may be.
- c. Corridor Management Contractor (CMC) shall ensure that the Contract site under the agreement upon the date of early termination or expiry become free of all encumbrances.
- d. Notwithstanding any dispute between the parties or any claim against NHA, the Corridor Management Contractor (CMC) shall handover peaceful possession of the Contract site thereon to NHA in accordance with the terms and conditions as set out in this Contract.
- e. Any dispute between the parties or any claims of the Corridor Management Contractor (CMC) against NHA shall not in any case entitle the Corridor Management Contractor (CMC) to refuse or delay the transfer of contract site to NHA. Failure by the Corridor Management Contractor (CMC) to do so in accordance with the terms and conditions of this Contract shall be treated as encroachment and unauthorized occupation / obstruction by the Corridor Management Contractor (CMC) 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 Corridor Management Contractor (CMC) and NHA in connection with or arising out of the Contract or performance of the obligations whether during the progress of the obligations or after its completion or after its termination, abandonment or breach of the Contract, it shall in the first place be referred to:

- I. The Employer's representative General Manger (Rev-RoW) shall be served with a notice containing the cause of action, mentioning facts of the case and relief sought. The General Manager (Rev-RoW) shall decide the dispute within twenty-eight (28) days of the receipt of such notice or any extended period with the mutual consent of parties.
- II. If the Corridor Management Contractor is dissatisfied with the decision of the General Manager (Rev-RoW) or if the decision of the General Manger (Rev-RoW) is not forthcoming within the stipulated or extended period, the Corridor Management Contractor may within two (02) weeks from the receipt of the decision of the General Manager (Rev-RoW) or expiry of twenty-eight days, initiate an internal non-binding arbitration before the Member (Finance) along with the cause of action, mentioning facts of the case and relief sought.
- III. Upon receipt of the Notice of Claim, the Member (Finance) shall:
 - a. Seek response from the relevant RoW Wing,
 - b. Provide the Corridor Management Contractor an opportunity to be heard; and
 - c. Communicate its findings on the claim to the Corridor Management Contractor within **60 (sixty) days** from the date of receipt of the Notice of Claim or any extended period with the mutual consent of parties.
- IV. If the Member (Finance) fails to provide findings within the prescribed period, the claim shall be deemed rejected.
- V. The Corridor Management Contractor may, within 30 days of receiving the findings, or in the event of deemed rejection, initiate civil proceedings i.e. Civil Suit.

Note: For the purpose of any civil dispute with regard to performance of contract, the Civil Courts of Islamabad shall have exclusive jurisdiction.

ARTICLE XII MISCELLANEOUS

Section XII. 01 Variations in Writing

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

Section XII. 02 Waivers

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

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

- a. The Corridor Management Contractor (CMC) shall obtain and maintain during the currency of Contract, insurance for NHA revenue under Contract against loss or theft due to any reason for a sum sufficient to cater for such loss.
- b. Corridor Management Contractor (CMC) shall obtain and maintain comprehensive health insurance for its entire staff working on Contract site.
- c. Corridor Management Contractor (CMC) shall maintain during the currency of Contract, insurance for all its employees working on Contract Site against injury or death having a minimum coverage of Rs. 500,000/- in case of death and Rs. 200,000/- for each case of injury/disability with unlimited number of incidents.
- d. The premium for such insurances shall be paid by the Corridor Management Contractor (CMC).

Section XII. 04 Compliance with Government Rules and Regulations

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

Section XII. 05 Headings; Grammatical Usage; Names

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

Section XII. 06 Non-Relief from Accrued Liability

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

Section XII. 07 Applicable Law

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

Section XII. 08 Limit of Rights

The rights given under this Contract to the Corridor Management Contractor (CMC) in respect of the site made available to it do not confer upon the Corridor Management Contractor (CMC) any proprietary right, title or interest over such contract site.

ARTICLE XIII SCHEDULE RATES

REGULATORY FRAMEWORK AND STANDARD OPERATING PROCEDURES FOR PRESERVATION AND COMMERCIAL USE OF RIGHT OF WAY (ROW)

The National Highway Council in its 49th meeting held on 29th October, 2025 has accorded approval for

- a. revision of applicable NOC fees and annual approach rentals
- b. simplifications of processes, and
- c. delegation of powers

The detail is as under:

RATES FOR HOUSING SOCIETIES:

NOC Fee:

- Rs. 5,000 per Kanal in Major Cities/Districts within and outside (using NHA RoW for access) the building line.
- Rs. 2,500/- per Kanal in other than Major Cities/Districts within and outside (using NHA RoW for access) the building line.

Approach Rental Charges per annum per approach:

- 10% of the NOC fee on yearly advance basis.
- The rental charges will be increased by 10% in existing rent (compound basis) on each of 1st July of the financial year.

Security (Refundable):

Security will not be charged.

(NHA field offices will ensure that the requisite formalities i.e. drainage, approaches, beautification, etc., have already been provided by the society/project as per NHA's design and parameters. The field office concerned shall provide a certificate supported with pictorial evidence).

Conditions:

- i. NOC of housing societies would be applied through approval of concerned development authority/ Deputy Commissioner with clear map of present area and future extension. Thereafter, NOC dues will be worked out as per total area of housing society.
- ii. In case of addition of land as extension of housing society (to whom NHA's NOC is already granted), NOC for such addition will be granted upon payment of applicable NOC fee and rentals etc.
- iii. Housing societies falling within the building line of Motorways will pay the same NOC fee (same rentals will also be applicable in case of using service road of Motorways as approaches).
- iv. In case of access through new interchange on Controlled NHA Network, to be constructed under the Regulations for Controlled Network, NOC fee of the Regulations for interchange will be applied in addition to NOC of Building Line as per rate criteria mentioned above.
- v. Minimum NOC fee and annual rentals shall be 1 million and 0.2 million respectively, regardless of the area.

MAJOR CITIES / ALL DISTRICTS:

Karachi, Hyderabad, Nawab Shah, Sukkur, Shikarpur, Larkana, R.Y. Khan, D.G. Khan, Bahawalpur, Multan, Sahiwal, Okara, Kasur, Lahore, Sheikhpura, Gujranwala, Gujarat, Jhelum, Rawalpindi, Sialkot, Faisalabad, Sargodha, Peshawar, Nowshera, Mardan, Abbottabad, Kohat, D.I. Khan, Quetta, Gwadar, Islamabad.

RATES FOR INDUSTRIES/ FACTORIES/ MILLS, WAREHOUSES, LOGISTIC FACILITIES, ETC.:

NOC Fee:

- Rs. 50,000/- per Kanal as per land holding for large industrial Units & 30,000/- per Kanal for small industrial Units.
- 50% (of above) NOC fee will be applicable in case the facility falls outside the building line(using NHA RoW for access).

Approach Rental Charges per annum per approach:

- 20% of the NOC fee (as applicable within the building line) on yearly advance basis.
- The rental charges will be increased by 10% in existing rent (compound basis) on each of 1st July of the financial year.

Security (Refundable):

Security will not be charged.

(NHA field offices will ensure that the requisite formalities i.e. drainage, approaches, beautification, etc., have already been provided by the Industry/Factory/ Mill etc., as per NHA's design and parameters. The field office concerned shall provide a certificate supported with pictorial evidence).

Note: Rates will be applied based on Electricity Tariff i.e., B1 for small, and B2 & B3 for large units or company registration certificates.

RATES FOR FILLING STATIONS (PETROL PUMPS, CNG/ LPG/ LNG/ EV CHARGING STATIONS):

Head of Account	N-5	N-55	Other Highways	Access Controlled Network (facilities falling within building line)
NOC Fee (One Time)	1,000,000/-	750,000/-	500,000/-	750,000/-
Approach Rentals @ 20% of NOC Fee per approach per year on yearly advance basis	200,000/-	150,000/-	100,000/-	150,000/- (In case of using access)
Security (Refundable)	200,000/-	150,000/-	100,000/-	150,000/-

Note-I: The rental charges will be increased by 10% in existing rent (compound basis) on each 1st July of the financial year.

Note-II: NOC fee & Approach rentals for stand-alone EV Charging stations shall be Rs. 100,000/- and Rs.50,000/- respectively. Rest of the

conditions will remain same. In case, EV Charging station is installed as additional facility in existing/new amenity, only the NOC fee will be charged @ Rs.100,000/- in addition to NOC for the existing/ new structure.

RATES FOR AMENITIES:

NOC Fee:

- **Category-A:** (Hotel, Restaurant, Market, Cinema, Furniture Showroom, Car Showroom, Marriage Hall, Commercial Building/Plaza, shopping mall, Marquee, Bus Terminals/ D-Class Bus Stand, Food outlet, School, College, University, Hospital, Bank, etc.).
 - i. Rs. 40,000/- per Marla within the Municipal Limits/Metropolitan Corporation Limits of Divisional Headquarters, within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).
 - ii. Rs. 20,000/- Per Marla (District Head Quarter Limit/ Municipal Corporation Limit) within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).
 - iii. Rs. 10,000/- per Marla (TMA/ District Council Limit) within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).
- **Category-B:** (Shops, Kiosk, Workshop, Driver/ Truck Hotel, Weigh bridge/ station, Service Stations, Nurseries, Exclusive Parking area, recreational Park, Poultry Sheds, Animal Farm, orchard etc.).
 - i. Rs. 20,000/- per Marla within the Municipal Limits/ Metropolitan Corporation Limits of Divisional Headquarters, within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).
 - ii. Rs. 10,000/- Per Marla (District Head Quarter Limit/ Municipal Corporation Limit) within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).
 - iii. Rs. 5,000/- per Marla (TMA/ District Council Limit) within the building line. 50% (of above) NOC fee will be applicable for amenities outside the building line(using NHA RoW for access).

Approach Rental Charges:

- Approach Rental Charges @ 20% of the NOC fee(as applicable within the building line) in Major/ other than major Cities/ Districts shall be charged on yearly advance basis.
- The rental charges will be increased by 10% in existing rent (compound basis) on each of 1st July of the financial year.

Security (Refundable):

10% of NOC Fee will be deposited for Category-A amenities only.

(NHA field offices will ensure that the requisite formalities i.e. drainage, approaches, beautification, etc., have already been provided by the amenity as per NHA's design and parameters. The field office concerned shall provide a certificate supported with pictorial evidence).

Conditions:

- i. Amenities falling within the building line of motorways will pay the same NOC fee (same Rentals will also be applicable in case of using service road of motorways as approaches).
- ii. The annual approach rental Charges for 1+2 (Ground + two Stories) will remain the same. However, for 3 to 10 stories and above 10 stories, additional rentals will be charged @ 50% & @ 25% of the annual approach rental charges, respectively.

RATES FOR OIL & GAS RELATED MINING/ EXTRACTION AMENITIES & BULK OIL STORAGE FACILITY:

Land	NOC Fee (One Time)	Rentals (Per Year Per Approach)	Approach Rentals for use of Service Road of Motorways (Per year per approach)
Bulk Oil Storage Facility			
Land upto 3.0 acre	05 Million	0.5 Million	250,000/-
Land 3.1 to 5.0 Acres	7.5 Million	0.75 Million	
Land 5.1 to 10.0 Acres	10 Million	01 Million	500,000/-
Land above 10.0 Acres	15 Million	1.5 Million	
Mining/ Extraction of Oil & Gas etc.			
Land upto 50 Acres	15 Million	1.5 Million	500,000/-
Land 50.1 to 100 Acres	20 Million	02 Million	
Land 101 to 150 Acres	25 Million	2.5 Million	1,000,000/-
Land above 150 Acres	30 Million	03 Million	

Note: 50% (of above) NOC fee will be applicable on the amenities established/ to be established outside the building line. However, approach rentals would remain same as mentioned in the above table.

ROW CHARGES WITH RESPECT TO LAYING OF OPTICAL FIBER CABLES:

RoW NOC, rentals, and security charges for development/ installation of IT and IT related infrastructure/ fiberization will be exempted w.e.f 14th July, 2025. However, supervision and reinstatement shall be charged.

SIMPLIFICATION OF PROCEDURES FOR GRANT OF NOC:

Undertakings/notarization regarding establishment of structure (submitted by owner and OMC where required) and deposit of NHA applicable dues (as and when revised) are eliminated and the same conditions will be mentioned in NOC as compulsion.

DELEGATION OF POWERS FOR GRANT OF NOC AT HQs & ZONAL LEVEL:

Process of granting NOCs with respect to multiple amenities has been segregated into two categories i.e. Category “A” and “B”, as detailed under:

Category-A:

Authority to grant NOCs in respect of following amenities shall be with the NHA HQs:

- i. Housing Society/ Scheme/ Project/ Apartments/ Multi Stories Housing building/ projects etc.
 - ii. Industries, Factories, Mills, Warehouses, Logistic Facilities, etc.
 - iii. Amenities (Hotel, Market, Restaurant, Bank, Commercial Building/ Plaza, Shopping mall, Marriage Hall/ Marquee, Furniture Showroom, Car Showroom, School, College, University, Hospital, Bus Terminals/ D-Class Bus Stand, Parking Plaza, etc.).
 - iv. Filling Stations (Petrol Pump, CNG/LNG/LPG/EV Charging Stations etc.).
 - v. Oil & Gas Related Mining/Extraction Amenities & Bulk Oil Storage Facility.
 - vi. Utility Lines (Laying of OFCs, Gas/Water Pipelines Sewerage/Drain, Erection of Poles & Power Cables etc.) in NHA RoW.
- Principal approval will be accorded by Member (Finance) NHA for issuance of Demand Note for submission of NHA applicable dues.
- After fulfilment of conditions as per Demand Note, Formal approval will be granted by General Manager (Rev-RoW) NHA-HQ, Islamabad.

Category-B:

Authority to grant NOCs in respect of following 12 amenities is hereby delegated to Zonal Members:

Kiosks, Nurseries, Single shop, Service Station, Workshop, Weigh Bridge/ Station, Recreational Park, Exclusive Parking area, Poultry Sheds, Animal Farm, orchard, Food Outlet without Dine-inn services (takeaway services).

- Principal approval for these amenities shall be granted by the Zonal Member NHA. After fulfilment of conditions as per Demand Note, formal approval will be granted by the concerned Director (Maintenance), NHA on the recommendation of the Deputy Director concerned.

AUTOMATION AND OTHER PROPOSALS:

a. Implementing an E-Payment System:

A large number of amenities and services exist due to commercial exploitation along the National Highways Network, which is the property of NHA. To ensure transparency and optimum utilization, an e-payment system shall be implemented for collecting applicable dues from these amenities. It shall reap the following benefits:

- i. Efficiency: Simplify the payment process for amenity owners.
- ii. Accuracy: Ensure accurate calculation of dues.
- iii. Transparency: Provide clear communication regarding payable amounts.

Implementation Steps:

- i. System Development: Develop an e-payment challan system that integrates with the existing NHA infrastructure.
- ii. Ensure security, user-friendliness, and compatibility with various devices.

Promotion and Awareness: Launch awareness campaigns to inform amenity owners about the new system and to highlight its benefits and encourage adoption.

- b. GIS identification shall be mandatory for all cases along with entry in the GIS dashboard and Geo location (with dimensions) of the amenity in print form whether the case requires approval from the NHA HQ or Zonal offices.
- c. Complete data of the amenity be uploaded in the GIS dashboard.
- d. Maximum Time limit for processing the case shall be one month from the date of receiving of the application for grant of NOC by the amenity holder.
- e. Demand Note and NOCs shall be uploaded on GIS dashboard by the Maintenance Units along with sharing of the same with NHA HQ.
- f. Under process cases, where Demand Note has not been issued, will be dealt in accordance with revised rates.

APPLICABILITY:

The above scheduled rates, conditions, and regulatory decisions shall be effective from 1st January, 2026, and shall have no retrospective effect.

RATES FOR GAS, WATER, DRAIN AND SEWERAGE PIPELINES:

NOC FEE:

- (i). NOC Fee (for Supply Lines) Rs. 1 Million (per NOC) for Highways Network.
- (ii). NOC Fee (for Supply Lines) Rs. 2 Million (per NOC) for Motorways Network.
- (iii). NOC Fee (for connection from Main Supply Lines) Rs. 0.3 Million (per NOC) for Highways Network.
- (iv). NOC Fee (for connection from Main Supply Lines) Rs. 0.5 Million (per NOC) for Motorways Network.

RENTAL CHARGES:

Road Network	Upto 12" dia (Rs.)		13" to 24" dia (Rs.)		25" to 36" dia (Rs.)	
	Highway	Motorway	Highway	Motorway	Highway	Motorway
Rate	Rs. 120/-	Rs. 1200/-	Rs. 240/-	Rs. 2400/-	Rs. 600/-	Rs. 3600/-

RENTAL CHARGES FOR ELECTRIC LINES / POWER CABLES:

Road Network	Highway	Motorway
Electric Line per Circuit per meter	Rs. 120/-	Rs. 1200/-

RENTAL CHARGES FOR CROSSING OF GAS, WATER, DRAIN & SEWERAGE PIPELINES AND ELECTRIC LINES / POWER CABLES ACROSS BRIDGES/CULVERTS:

- As per length, following rental charges per bridge per annum will be applicable with respect to Bridge/Culvert crossing.
 - (i). Rs. 120,000/- for bridge length from upto 30 Meters
 - (ii). Rs. 240,000/- for bridge length from 31 to 50 Meters
 - (iii). Rs. 360,000/- for bridge length from 51 to 100 Meters
 - (iv). Rs. 500,000/- for bridge length from more than 100 Meters

SUPERVISION CHARGES:

- Rs. 10,000/- for Highways and Rs. 20,000/- for Motorways (for every 01 KM) will be charged as supervision charges for each NOC is respect of Highway and Motorway Network, respectively.

REFUNDABLE SECURITY:

- Rs. 500,000/- per case for both Highways & Motorways.

**VI. ADDENDUMS AND CORRIGENDUMS /
ERRATUMS TO BIDDING DOCUMENTS (IF
ANY)**

(This page has been intentionally left blank)

VII. SAMPLE FORMS

Form of Envelope Label

ORIGINAL BID + 01 COPY

WARNING: DO NOT OPEN BEFORE: _____

Bid Title: _____

Package: _____

Bid Opening Date: _____

To:

General Manager (Rev-Row)
National Highway Authority
28-Mauve Area, Sector G-9/1
Muhammad Tufail Niazi Road
Islamabad

From:

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

CONTRACT AGREEMENT

CORRIDOR MANAGEMENT CONTRACTS

FOR

COLLECTION OF NOC FEES AND ANNUAL APPROACH RENTALS FROM THE AMENITY HOLDERS USING NHA ROW

ON BEHALF OF

NATIONAL HIGHWAY AUTHORITY

THIS CONTRACT AGREEMENT (hereinafter called “the Agreement”) made on ____ day of _____, 2026 between National Highway Authority (hereinafter called “the Employer”) of the one part and _____ (hereinafter called “the Corridor Management Contractor (CMC)”) of the other part.

WHEREAS the Employer desires that the performance of instant contract from the Corridor Management Contractor (CMC) in the permissible site i.e. from KM-_____ to _____ (North & South Bounds) of N-__ falling in NHA Maintenance Unit _____ for the period from effective date of Commencement till its successful expiry or termination and has accepted Corridor Management Contractor (CMC)’s against the fixed service charges of 10 % of collected revenue and advance revenue amounting to Rs. _____ (Rupees in words).

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. Letter of Commencement
 - II. Award Letter
 - III. Contract Agreement
 - IV. Letter of Acceptance
 - V. Invitation to Bids,
 - VI. Instructions to Bidders (ITB),
 - VII. General Conditions of Contract (Clauses 1 to 27),
 - VIII. Operational Capacity,
 - IX. Terms & Conditions of Contract - Articles I to XIII,
 - X. Addendum / Corrigendum to the Bidding Documents, if any,
 - XI. Sample Forms i.e. Envelope covering page, Contract Form & Integrity pact.

3. Under this Contract agreement, the Corridor Management Contractor (CMC) shall perform all of the tasks/services as elaborated/mentioned in Request for Bid.

4. In consideration of the mutual covenants, conditions, representations and warranties the parties hereto agree to fulfill the respective obligations in accordance with the provisions of the Contract agreement.

5. In consideration of the rights of business conferred by the Employer on the Corridor Management Contractor (CMC) in accordance with the Contract agreement, the Corridor Management Contractor (CMC) hereby covenants with the Employer to deposit Pay Order / Demand Draft in favor of "National Highway Authority, Road Maintenance Account" for the agreed quarterly advance net guaranteed revenue and to provide the services in conformity in all respects with provisions of the Contract agreement.

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

Signature of the CMC

(Stamp)

Signature of Employer

(Stamp)

Signed, Stamped 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 CORRIDOR MANAGEMENT CONTRACTOR (CMC), SERVICES &
WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Title: _____
Contract Amount: _____
Contract Signing date: _____

..... [name of Corridor Management Contractor (CMC)] 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 Corridor Management Contractor (CMC)] 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 Corridor Management Contractor (CMC)] 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 Corridor Management Contractor (CMC)] 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 Corridor Management Contractor (CMC)] 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 Corridor Management Contractor (CMC)] 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 CMC
Signature:
[Stamp]

Bidder

NHA

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name _____ of _____ Guarantor (Bank) with
address: _____

(Scheduled Bank in Pakistan)

Name _____ of _____ Principal (CMC) with
address: _____

Penal Sum of Security (express in words and
figures) _____

Letter of Acceptance No. _____ Dated

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above-mentioned Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the Employer's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of CMC).

NOW THEREFORE, if the Principal (CMC) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Employer, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till ninety (90) days after the date of expiry of Contract.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and differences under the Contract, do hereby irrevocably and independently guarantee to pay to the Employer without delay upon the Employer's first written demand without cavil or arguments and without requiring the Employer to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Employer's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Employer's designated Bank & Account Number.

PROVIDED ALSO THAT the Employer shall be the sole and final judge for deciding whether the Principal (CMC) has duly performed its obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Employer forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

Signature _____
Name _____
Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)