



NATIONAL HIGHWAY AUTHORITY
Ministry of Communications
Government of Pakistan



REQUEST FOR PROPOSAL

FOR

**PROVISION OF OPERATION, MANAGEMENT &
MAINTENANCE OF ALLIED SERVICES ON
ISLAMABAD-PESHAWAR MOTORWAY (M-1)
155 KM & HASSANABDAL-MANSEHRA
EXPRESSWAY (E-35) 100+200 KM**

FOR THE PERIOD ENDING 30TH JUNE, 2025

28 – Mauve Area, G-9/1, Islamabad

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PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

NATIONAL HIGHWAY AUTHORITY

(Revenue Section - Finance Wing)

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

No. ()/NHA/GM (Rev)/17/

Dated: - - -

To: ALL PROSPECTIVE BIDDERS

Subject: **PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30TH JUNE 2025.**

LETTER OF INVITATION (LOI)

1. National Highway Authority (NHA) invites sealed bids from bidders who can prove their eligibility and qualification as mentioned in the Bidding Documents for Provision, Operation, Management & Maintenance of following services for the **period w.e.f 01.07.2022 to 30.06.2025:-**

S#	Services	Location/Package
1	Fire Extinguishing Services	Islamabad - Peshawar Motorway (M-1) 155 KM & Hassanabdal - Mansehra Expressway (E-35) 100+200 KM
2	Mechanized Sweeping/Cleaning of Motorway	
3	Rescue Services and First Aid (Ambulance)	
4	Mobile Workshop & Recovery Vehicle	
5	Repair & Maintenance of Street Lights	
6	Incident Response Management	

2. Bidding will be carried out by adopting “Single Stage-Two Envelope” procedure.
3. Bidders are required to be registered with Pakistan Engineering Council (**PEC**) having valid certificate of **Category O-3 or above** for FY 2021-22 as mentioned in the bidding documents, as well as having NTN/STN and also are on ATL of FBR.
4. Bid security of Rs. 5,000,000/- in the form, amount and validity period as mentioned in bidding documents must be accompanied with “Technical Bid”.
5. The bidder(s) who are declared defaulters, de-barred or blacklisted are not eligible to participate in bidding process. However, the bidder(s) whose case are/is already sub-judice or under arbitration with NHA shall not be treated as defaulter(s) and can participate.
6. Bidding documents can be downloaded from NHA’s website www.nha.gov.pk. This advertisement is also available on PPRA Websites. The applicants are advised to visit the site before submission of bids to have all site related information. No claim in this regard will be admissible, at all, later on.
7. All bidders are requested to submit, written confirmation (Power of Attorney) authorizing the person to submit the bid. Written confirmation from owner/head authorizing the person as a signatory to Bid must also be accompanied with the **“Technical Bid”**.
8. Sealed bids containing both Technical and Financial bids in separate envelopes shall be received in NHA Auditorium Islamabad on **27th April, 2022** till 1100

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

hours. Envelopes containing technical bid will be opened on the same day at 1130 hours in the presence of the bidders/their authorized representatives. Financial bids of only technically qualified bidders shall be opened, subsequently, on the date to be communicated to technically qualified bidders later on.

9. The bidders shall provide an undertaking on stamp paper of Rs. 100/- duly notarized and attested by 1st class Magistrate that:
 - i. He/his firm is not black listed and he is not defaulter of any Government Departments.
 - ii. They have gone through all Bidding documents/Request for Proposal (RFP).
 - iii. The information/record given with the bidding documents are correct and they have not concealed any relevant information. Otherwise they are liable to face legal action as well as disqualification.
10. The Authority reserves the right to reject all bids at any time prior to the acceptance of bids in accordance with PPRA's rules 2004 (as amended in 2008).

GENERAL MANAGER (REVENUE)
National Highway Authority
28-Mauve Area, G-9/1, Islamabad.
Phone: 051-9260190, Fax: 051-9261116
Websites: www.nha.gov.pk, www.ppra.org.pk

Instructions for Bidders

1. General

- 1.1 All bids will be opened of those bidders who have a valid Registration of Pakistan Engineering Council as an **“Operator”** not less than **category O-3**.
- 1.2 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer shall not be responsible or liable for any such costs in any event whatsoever, regardless of the conduct or outcome of the bidding process.
- 1.3 The Employer is vested with sole discretion for award of contract or cause supervision & be affected for the execution of said contract. Please note that:-

“The Employer is not bound to accept the proposals submitted and reserves the right to reject all proposals or bids as per PPRA Rules”.
- 1.4 To obtain first-hand information on the assignment you shall attend pre-proposal conference at your expense. At no stage NHA shall be liable to incur or reimburse any costs related to any such activities **even if** the contract award does not materialize. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

2. Documents Comprising the Bid

- 2.1 Following are the documents comprising the bid:
 - I. Letter of Invitation (LOI).
 - II. Bid Data Sheet (BDS).
 - III. Terms of Reference (TOR) & Institutional Arrangements.
 - IV. Conditions of Contract: Articles I to XV
 - V. Sample Forms & Annexure/Appendices (if any).
 - VI. Financial Proposal forms & Bid Form.
 - VII. Addendum to the Request for Proposal (if any).
- 2.2 The bidders are required to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause 11, bids which are non-responsive to the requirements of the Bidding Documents will be rejected.

Clarifications

- 2.3 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address:

Office of General Manager (Revenue),
27-Mauve Area, G-9/1, NHA-HQ, Islamabad.
Phone: +92-51-9260190, Fax # 92-51-9261116

Employer will examine the request for clarification of the Bidding Documents, if received not later than seven (07) days prior to the deadline for the submission of bids or during the Pre-Bid meeting, and if deemed reasonable, at its sole discretion, may issue a clarification/amendment of the Bidding Documents before the date of submission of Bids (without identifying the source of enquiry) to all prospective bidders who have purchased the Bidding Documents.

- 2.4 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.
- 2.5 Any addendum thus issued shall become the integral part of Bidding Documents.
- 2.6 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. Bid Validity

- 3.1 Bids/proposals shall remain valid for the period of one hundred and twenty (120) days from the date of bid opening.
- 3.2 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 his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension.

4. Bid Security

- 4.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pak. Rupees equivalent to Rs. 5,000,000/- (Rupees Five million) for this package.
- 4.2 The Bid Security shall be, at the option of the bidder, in the form of Bank Draft/Demand Draft/Pay Order issued by a Scheduled Bank in Pakistan in favor of the "*Road Maintenance Account, National Highway Authority, Islamabad*" valid for a period equal to bid validity.
- 4.3 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 4.8 hereof.

- 4.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer forthwith as being non-responsive, pursuant to Clause 4.1 & 4.2 and Bid Data Sheet.
- 4.5 Any amount of bid security which is lying with the Employer for any previous bidding processes shall not be considered for this bidding.
- 4.6 The bid security of all participating bidders will be discharged/ returned as promptly as possible except for the top two (02) lowest bidders, which will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier subject to rights of parties under clause 3.2.
- 4.7 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security alongwith other requisites (if any) and has signed the Contract Agreement, pursuant to Clause 16 & 17.
- 4.8 The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub- Clause 11.2 hereof; or
 - (c) In the case of a successful bidder, if he fails to:
 - (i) Furnish the required Performance security in accordance with Clause 16, or
 - (ii) Sign the Contract Agreement, in accordance with Clause 17.

5. Format and Signing of Bid

- 5.1 All Bid documents including Bid Form, Financial Proposal Forms and Schedules to Bid are to be properly completed and signed/stamped by the bidders.
- 5.2 No alteration is to be not made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected as being non-responsive.
- 5.3 Each bidder shall prepare one (1) Original and one (01) Copy, of the documents comprising the bid as described in Clause 2 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.

- 5.4 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 of the bidder to act for and on behalf of the bidder. All pages of the bid shall be signed and stamped by the owner or authorized person(s) in this behalf to be read with clause 6 Submission of Bids.
- 5.5 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.
- 5.6 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 5.7 Bidders should retain a copy of the Bidding Documents as their file copy.

6. SUBMISSION OF BIDS

- 6.1 Each bidder shall submit his bid as under failing which bid shall not be accepted:-
- a. One (01) ORIGINAL and one (01) COPY of the Bid shall be separately sealed and put in separate sealed envelopes and marked as such.
 - b. The envelopes containing the ORIGINAL and COPIES will be put in one sealed envelope and addressed/identified as given in Sub-Clause 6.2 hereof.
 - c. All pages of the bid shall be signed and stamped by the owner or authorized person(s) in this behalf.
- 6.2 The Bidder shall paste the Form duly filled in on the inner and outer envelopes as per given sample including;
- a. be addressed to the Employer at the address given in Bid Data Sheet.
 - b. bear the Package number and Date of opening of Bid.
 - c. provide a warning not to open before the time and date for bid opening.
- 6.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bid data sheet heretofore.
- 6.4 In addition to the identification required in Sub-Clause 6.2 hereof, the inner envelope shall indicate the name and address of the bidder to enable

the bid to be returned unopened in case it is declared “late” pursuant to Clause 8.

- 6.5 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.

7. Deadline for Submission of Bids

- 7.1 (a) Bids must be received by the Employer at the address specified in Bid Data Sheet not later than the time and date stipulated in the Bid Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of bids, which shall not be recompensed by the Employer in any circumstances.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 7.2 Bids submitted through telegraph, telex, fax or e-mail or by any means other than those specified hereinabove shall not be considered.
- 7.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum.

8. Late Bids

- a. Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 7 will be returned unopened to such bidder.
- 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 a bid at the proper place and time. It shall be the bidder’s responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

9. Bid Opening and Evaluation

- 9.1 A committee consisting of nominated members by the Employer will open the bids in the presence of bidders’ and / or representatives who choose to attend, at the time, date and location stipulated in the Bid Data Sheet.
- 9.2 The bidder’s representatives who are present shall sign in a attendance sheet.
- 9.3 The bidder’s name, bid amount, any rebate, bid modifications and withdrawals, 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.

- 9.4 Contract will be awarded to the lowest evaluated bidder in the light of technical and financial evaluation by the employer.

10. Clarification of Bids

- 10.1 As per PPRA Rule 31.

11. Preliminary Examination & Determination of Responsiveness of Bids

- 11.1 Prior to the detailed evaluation of bids, pursuant to Clause 12,

- (a) The Employer will examine the Bids to determine whether;
 - i. The Bid is complete and does not deviate from the scope,
 - ii. Any computational errors have been made,
 - iii. Required sureties have been furnished,
 - iv. The documents have been properly signed/stamped,
 - v. The Bid is valid till required period,
 - vi. The Bid prices are firm during currency of contract if it is a fixed price bid,
 - vii. The Bid does not deviate from basic requirements and
 - viii. The Bids are generally in order.
 - ix. The Bidder is eligible to Bid.
 - x. The Bids are generally in order.
- (b) A bid is likely not to be considered, if;
 - i. It is unsigned,
 - ii. Its validity is less than specified,
 - iii. It is submitted for incomplete scope of work,
 - iv. It indicates that Bid prices do not include the amount of income tax.
- (c) A bid will not be considered, if;
 - (i) It is not accompanied with bid security as per clause 4 of Instruction to Bidder,
 - (ii) It is received after the deadline for submission of bids,
 - (iii) It is submitted through fax, telex, telegram or email, or any means other than those specified in clause 7.
 - (iv) The bidder refuses to accept arithmetic corrections in its bid,
 - (v) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents.
 - (vi) The Bidder is blacklisted from any Govt. Department.

- 11.2 If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

- 11.3 Prior to the detailed evaluation, pursuant to Clause 12 the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation or reservation is one:
- (i) Which affects in any way the scope, quality or performance of the Works.
 - (ii) Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations as under the Contract; or
 - (iii) Whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 11.4 A Bid determined as non-responsive will be rejected and cannot subsequently be made responsive by the Bidder by rectification of the non-conformity.

12. Detailed Evaluation of Bids

- 12.1 The Employer will evaluate and compare only the responsive bids pursuant to Clause 11 above.
- 12.2 Evaluation of bids will be based on Financial Proposals forms to be submitted by the bidders as per Bid Data Sheet.
- 12.3 Financial Bids of only the technically qualified bidders will be announced and put to comparison process.
- 12.4 Contract will be awarded to the lowest evaluated bidder in the light of technical and financial evaluation by the employer.

13. Award Criteria

- 13.1 Subject to Clause 14, the Employer will award the Contract to the lowest bidder as per clause 12.4 above.

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

- 14.1 Notwithstanding Clause 13, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid,

without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

- 14.2 No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to clarify any item(s) in the bid evaluation report.
- 14.3 **The applicant must not be a defaulter of Revenue of NHA, in any case/shape, or inventory/assets loss or utility bills at any section/toll plazas/weigh stations/police fines/mobile workshops etc. However, the applicants whose cases are pending with the NHA in Arbitration or in a court of law may be considered.**

15. Notification of Award

- 15.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing through a letter of acceptance ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum i.e. Net amount per month, which the Employer shall pay to the Bidder in consideration of the performance of the services by the successful bidder as prescribed by the Contract.
- 15.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 15.3 Upon furnishing the Performance Security by the successful bidder and other requisites, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

16. Performance Security

- 16.1 The successful bidder shall furnish to the Employer the Performance **Security of Rs. 15,000,000/- (Fifteen million only)** in the form of Bank Draft/Pay Order/Bank Guarantee within a period of Fourteen (14) days after the receipt of Letter of Acceptance.

* In case of submission of Bank Guarantee, it will only be accepted if it covers the whole contract period plus 3 months beyond the expiry of contract i.e upto 30.09.2025.

- 16.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 16.1 or Clause 17 or Clause 22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 16.3 If the successful bidder is seriously unbalanced in relation to the Employer's estimate of the cost of services/work to be performed under the contract, THE Employer may require the bidder to produce detailed price analysis for any and/or all items of the Operations/Services to be rendered to check

internal consistency of those pieces with the prescribed TOR, Scope of Service, methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the security set forth be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. If some gross inconsistency is found, Employer shall have the right to reject the bid and forfeit the security provided by that bidder.

17. Signing of Contract Agreement

- 17.1 Within Seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.
- 17.2 The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of such Form of Contract Agreement by the successful bidder from the Employer.

18. One Bid per Bidder

- 18.1 Each bidder shall submit only one bid either by him, or as a partner in a joint venture in each contract / package otherwise bids submitted by him shall not be considered for evaluation and award.

19. Bidder to Inform Himself

- 19.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:
- (a) Inquiries on Pakistani Income Tax/Surcharge or any other Levy imposed by the Government of Pakistan and by the Provincial Governments.
 - (b) All applicable Taxes shall be deducted from the operator's invoice as per applicable laws of Government of Pakistan
 - (d) All public facilities, equipment and resources shall be kept in excellent operational condition all the times.
 - (e) **All the factors which may affect the scope of services such as traffic trends, traffic mix, seasonal variations, interruption in traffic flows, etc. shall be taken into account by the bidders while quoting their bid and any claim in this regard shall not be accepted at later stage during currency of contract.**

20. Due Diligence

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

21. Integrity Pact

21.1 The Bidder shall sign and stamp the Integrity Pact sample provided in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bid non-responsive.

22. Confirmation of Receipt

Please confirm the Employer that you have received all the correspondence as prescribed in the letter of invitation.

SECTION - II

BID DATA SHEET (BDS)

BID DATA SHEET

1. The name of the Assignment:

“PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM”

2. **Detail of Services**

- i. Fire Fighting Services (*Fire Brigade and Fire Tenders*)
- ii. Mechanized/manual sweeping
- iii. Rescue Services and First Aid (*Ambulances*)
- iv. Mobile Workshop & Recovery Vehicle
- v. Operation, Repair & Maintenance of Street Lights (*excluding payment of electricity bills*)
- vi. Incident Response Management

3. Name and address of the Employer:

Chairman

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

4. **Order of Precedence**

In case of any conflict between the documents comprising the bid, following order of precedence shall be followed:

- I. Amendment to the Contract Agreement (if any).
- II. Contract Agreement
- III. Letter of Acceptance (LOA).
- IV. Bid Data Sheet (BDS).
- V. Terms of Reference (TOR) & Institutional Arrangements.
- VI. Conditions of Contract: Articles I to XV
- VII. Sample Forms & Annexure/Appendices (if any).
- VIII. Financial Proposal forms & Bid Form.
- IX. Addendum to the Request for Proposal (if any).
- X. Invitation for Bids

5. The number of copies of the Technical & Financial Proposal required:

One original & 01 copy

6. The name and address of the authorized representative of employer for seeking clarification and writing on the proposal:

General Manager (Revenue)

National Highway Authority
27- Mauve Area,G-9/1, Islamabad.
Phone: +92-51-9260190,Fax: +92-51-9261116

7. Schedule of Pre-Bid Meeting

Date & Time: 20th April, 2022 at 1100 hrs

Venue: NHA Auditorium
28-Mauve Area, G-9/1, Islamabad.

8. The address for submission of Bids:

NHA's Auditorium

National Highway Authority, 28-Mauve Area, G-9/1, Islamabad.

9. Schedule for submission and opening of Bids

Date & Time (Submission) : 27th April, 2022 at 1100 hrs

Date & Time (Opening) : 27th April, 2022 at 1130 hrs

10. Bid Security:

Amount: Rs. 5,000,000/- Refer Clause 4.2 of ITB

11. Bid validity: Refer clause 3 of ITB.

12. Standard form and amount of **Performance Security** acceptable to the Employer as per clause 16 of ITB:

Amount: Rs. 15,000,000/- (Fifteen million rupees) in form of Bank Draft/Pay Order or Bank Guarantee Refer Clause 16.1 of ITB

* In case of submission of Bank Guarantee, it will only be accepted if it covers the whole contract period plus 3 months beyond the expiry of contract i.e upto 30.09.2025.

13. Period of Completion of Contract Agreement:

Contract shall be from the date of commencement till 30-06-2025.

14. Provision of integrity pact and insurance policies:

14.1 The successful bidder shall provide integrity pact as per specimen given under the contract, at the time signing of the agreement with employer.

14.2 All insurance policies required under Article IX clause 9.2 & 9.4 of the contract shall be provided within one month of the commencement of services failing which penalty of Rs. 3,000,000 (three million rupees).

15. Required Services Standards and imposition of penalty on non-compliance:

15.1 Required Service Standards to be maintained throughout the currency of the contact shall be followed as per Section 3 Scope of Services, TOR, Section 4 Conditions of Contract, Section 5 Annex-I to VI and Section 6 form 1B to 5B.

**PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM
TILL THE PERIOD ENDING 30.06.2025.**

Sr #	Item	Minimum service Standard	Penalty Per Occurrence Rs.
1.	Cleanliness of Motorway North and South bound	Once daily	25,000/-
2.	Dust Storm / Rain storm cleaning	Soon after Dust / Rain storm	20,000/-
3.	Availability of Clean Motorway	Ensure cleanliness for 24/7 (365 days)	25,000/-
4.	Uniform for Staff	As Approved by NHA	25,000/-
5.	Availability of Staff for all services	Ensure availability for 24/7 (365 days)	*50,000/-
6.	Switching 'ON' of lights	Poor Visibility (Fog, storm, darkness due to heavy clouding etc.) and sun set	25,000/-
7.	Switching 'OFF' of lights	Good Visibility and sun rise	25,000/-
8.	Fire Fighting vehicles with all necessary accessories	Ensure availability for 24/7 (365 days)	*100,000/-
9.	Staff of Fire fighting vehicles	Ensure availability for 24/7 (365 days)	75,000/-
10.	Availability of Fully equipped Ambulances	Toyota Hiace or equivalent but not older than 2018 model for 24/7 (365 days)	*100,000/-
11.	Relevant (paramedic) staff for Ambulance	Ensure availability for 24/7 (365 days)	*75,000/-
12.	First aid box / kit comprising and lifesaving medicines	Ensure availability for 24/7 (365 days)	*50,000/-
13.	Lifesaving drugs	for 24/7 (365 days)	*100,000/-
14.	Response time of Ambulance	Should be less than 10 minutes	*200,000/-
15.	Response time of Fire Fighting vehicle	Should be less than 15 minutes	*200,000/-
16.	Response time of Mobile Workshop & Recovery Vehicles	Should be less than 15 minutes	*100,000/-
17.	Broken / Fused lights	Immediately repair/ replace	50,000/-
18.	Non provision of required Insurances	Within One month from the date of signing of the agreement	3,000,000/-
19.	On Complaint against the Mobile Workshop and / or recovery vehicle by a commuter or NH&MP	Should be less than 15 minutes	Deduction of 15% of the monthly invoice

* ***In case of violation of above referred indicated services, One (01) Black Dot per occurrence shall be assign to the operator and after five (05) Black Dots the contract shall be liable to terminate.***

Note: ***GM (Region) being the implementer of contract along with DD (Revenue) concerned shall ensure provision of the required services as listed above throughout the currency of the contract and initiate action wherever necessary.***

NHA

OMC

15. Eligibility and Technical Criteria

Sr. No	Description	Requirement	Max Marks
1	PEC Registration	Valid PEC O3 or above Certificate for FY 2021-22 (In case of JV, leading firm/partner must be O-3 or above) O-A- O-B 15 Marks O-1-O-2 10 Marks O-3 05 Marks	15
2	Corporate Structure	Company (SECP Certificate)/PSE* 15 Marks Firm 10 Marks <i>*Public Sector Enterprise</i>	15
3	Audit Financial Statements / Reports duly certified by Chartered Accountant firm as <u>Statutory requirements</u> must be submitted along with the Bid.	FY 2018-2019, 2019-2020 & 2020-2021 Note: <u>Average annual net worth for 3 years if below then Rs.100 million will result in non-responsiveness of the bid</u>	Must meet
4	Average annual net worth over last 03 years (2018-19, 2019-20 & 2020-21). <i>In case of JV, lead firm share will be taken as 70% of Average Net Worth whereas other partner as 30%.</i>	Rs. 301 million & above 15 Marks Rs. 201 – 300 million 10 Marks Rs. 101 – 200 million 05 Marks	15
5	Audit Average Annual Turn-Over for the year (2018-19, 2019-20 & 2020-21). In case of JV, lead firm share will be taken as 70% of Turnover whereas other partner as 30%.	Rs. 150 million & above 15 Marks Rs. 51 – 150 million 10 Marks Upto Rs. 50 million 05 Marks	15
6	Relevant Experience during last 10 years	Completion certificate along with complete address and contact number for verification from the concerned department. 05 marks per year during any 05 years till the period ending 30-06-2021	25
7	General Experience in operations services during last 10 years	Completion certificate along with complete address and contact number for verification from the concerned department. 03 marks per year during any 05 years till the period ending 30-06-2021	15
	Total		100

The minimum qualifying marks are 60 (Sixty)

- * The format and requirements related to Audited Financial Reports is elaborated at Page No. 18
- An undertaking on judicial stamp paper to be furnished confirming the detail of litigation / dispute/ cases, both existing and previous, with NHA and also mentioning non-performance of the contracts (if any) with any govt. or private institute/organization.
- Bidder must have NTN & STN and must be listed in Active Tax payer list (ATPL) of FBR.
- In case of JV, NTN in the form of JV must be required.
- Registration of Firm must be with the Registrar of Firm and for Company must be with SECP.

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

- If two or more bidders have quoted same identical bid then successful bidder will be declared on the basis of higher score in technical evaluation.

Sr	Type of Organization	Minimum requirement of Auditors	Basis of preparation of Audit Reports	Basis of preparation of Financial Statements
1.	Corporate entities (duly registered with Securities and Exchange Commission of Pakistan)	Licensed Chartered Accountant Firms (Minimum Partnership Firm with international affiliation) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. Companies Ordinance 1984 or Companies Act 2017 (whichever is applicable). ii. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
2.	Partnership Firm/ AOPs/Joint Ventures	Licensed Chartered Accountant Firms (Minimum Partnership Firm) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.

**PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-
PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM
TILL THE PERIOD ENDING 30.06.2025.**

3.	Individuals/Sole Proprietorship	<p>Licensed Cost & Management Accountant Firms enlisted and appearing on the list of firms in ICMAP directory as at the finalization of procurement for organizations of net worth up to 10 million only.</p> <p>In all other cases Licensed Chartered Accountant Firms enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.</p>	International auditing standards as applicable in Pakistan.	Consistent and acceptable Accounting policies.
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SECTION – III

SCOPE OF SERVICES

SCOPE OF SERVICES

A. GENERAL

1.0 PURPOSE

The National Highway Authority requires professional and technical services of Operations and Management Contractor (OMC) to provide allied services on motorway ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM mentioned below:

- i. Fire Fighting Services
- ii. Mechanized/Manual Sweeping/Cleaning of Motorway
- iii. Rescue Services and First Aid (Ambulances)
- iv. Mobile Workshop & Recovery Vehicle
- v. Operation, Repair & Maintenance of Street Lights
- vi. Incident Response Management

The NHA's purpose is to procure services to fulfill following objectives:

- (1) Responsive incident management, courteous customer (patron) service
- (2) Provision of allied services for the best interests of the people of Pakistan and the National Highway Authority (NHA). Using these objectives as guiding principles, the OMC is encouraged to provide a plan for Operation and Management of Closed loop System for Multan - Sukkur Motorway (ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM)

The OMC shall provide vehicles, equipment, and related paraphernalia along with qualified management, technical, clerical and professional personnel to perform the duties and responsibilities of allied services assigned, inter alia, under the terms of the Contract but are not limited to:

- i. Propose Make, Model, numbers and condition of proposed equipment for Rescue, vehicle for Fire Fighting, Ambulances & Mechanical /Vacuum sweepers (or manual) on rented or ownership which will be property of OMC.
- ii. Provision of communication medium between emergency responses centers, mobile units.
- iii. Efficient evacuation of casualties from scene of accident to nearest designated hospitals/Trauma Centre by provision of fully equipped ambulances.
- iv. Provision of efficient firefighting at the site to attend the incident immediately with given response time.
- v. Cleaning/Washing of road at the place of accident to clear off spilled oils, blood and pieces of glass etc.

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

- vi. Routine cleaning such as clearing of dirt from carriageway including shoulder along PC dykes, oil spills, dead animals or any other dangerous material from the surface of Motorway.
- vii. Cleaning/washing of road and cat eyes on daily basis.
- viii. Operation, Management & Maintenance of street lights as and when required.
- ix. The OMC will bound under this contract to provide the services on the loops of ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM.

The OMC shall operate and maintain the NHA's facilities in strict adherence with the approved Plans and Standards Operating Procedures.

Failure to maintain the level of professional services and performance specified in the Contract and/or failure to continuously comply with the approved Plans, SOP's and Scope of Services may provide cause for the OMC to be declared in default of Contract

1.1 DETAILS OF SERVICE

A. Fire Fighting Services:

Firefighting along with vehicle full with capacity of 20,000 ltr water along with Pressure Pump, and extension of 20-meter water throw pipe of 04 inches diameter must be ready/ kept in good and perfect condition 24 hours a day, 7 days a week for 365 days a year.

The response time in this regard will be 15 minutes from the time of occurrence of incident.

Failure to response within the specified time, a penalty shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence as given in clause 15 of Bid Data Sheet.

*The detailed specifications are given at **ANNEX-I***

B. Mechanized and Manual Sweeping/Cleaning of Motorway:

Mechanized and manual sweeping / cleaning of motorway with fulfilling/keeping in view of all of the safety measures on daily basis shall be borne by the OMC. Sweeping / cleaning of motorway shall specifically be carried out soon after the dust storm or rain storm.

Failure to perform daily sweeping/cleaning may cause ground for imposing of penalty on per occurrence as given in clause 15 of Bid Data Sheet.

- Mechanized means sweeping with machines
- Manual means Sweeping through sweepers.

*The detailed specifications are given at **ANNEX-II***

C. Rescue Services and First Aid (Ambulance):

Must be equipped with driver, first aid box, provision of oxygen etc. and be ready/ kept in good and perfect condition 24 /7 for (365 days) a year.

The response time in this regard will not be more than 10 minutes from the time of occurrence of incident.

Failure to response within the specified time, a penalty shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence as given in clause 15 of Bid Data Sheet.

Accessories, equipment's and standard specification attached at Annex-III of Ambulance.

- i) Portable and fixed suction apparatus with regulator
- ii) Portable Oxygen apparatus capable of metered flow with adequate tubing.
- iii) Oxygen supply and administration equipment
- iv) Bag-valve mask
- v) Airway and ventilation equipment
- vi) Automated external defibrillator
- vii) Immobilization Devices.
- viii) Bandages
- ix) Obstetrical Kit
- x) Infection Control
- xi) Injury – prevention equipment.
- xii) Fire Fighting vehicle.
- xiii) Moveable Stretcher.
- xiv) First Aid Box

*The detailed specifications are given at **ANNEX-III***

D. Mobile workshop & Recovery Vehicle

The operator carries out the said services by providing Shahzor (1300 CC) vehicles or any equivalent vehicle having same engine power or above and ensure that none of the vehicle will be CNG Operated. The Operator shall also make necessary arrangements to carry Additional Fuel about fifty (50) liters each petrol & diesel with each Mobile Workshop to attend the vehicles, requiring re-fueling.

*The detailed specifications are given at **ANNEX-IV***

E. Street/Pole lights:

Street lights at Interchanges, entry/exit ramps & Bridges must be operational and well maintained by 24/7 (365 days) for a year. The replacement of lights in case of burnt or broken must be recommended

by DD(Maint) / DD (Revenue) and approved by GM (Revenue) NHA HQ/ GM (Concerned).

In case of non-operational status of any of the light due to negligence of OMC, penalty per occurrence will be imposed on OMC as given in clause 15 of Bid Data Sheet.

If the Motorway and its facility (i.e. Interchanges and link roads from rest/lay by or service areas) is seriously damaged/blocked by nature or artificial activity, by which serious emergency of human causality is caused, then positive emergency measures should be taken immediately to avoid extension of the disaster and ensure remedial work to be properly done during/ after the emergency.

Clear the debris/ accumulations in minimum possible time but not more than 15 minutes to ensure smooth operations of traffic.

Failure to response within the specified time, a penalty shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence as given in clause 15 of Bid Data Sheet.

The detailed specifications are given at **ANNEX-V**

F. Incident Response Management:

Communication System:

The OMC shall provide efficient communication system for information of any incident occurred during any emergency in coordination with NH&MP. The equipment's includes are efficient wireless sets with charging facilities or as required by NH&MP. The equipment's should be maintained in good and perfect working conditions all the time. The equipment sets shall be provided to NH&MP, Employer representative and relevant staff of OMC involved in provision of all services related to incident Response Management during emergency.

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

1.2 MINIMUM SERVICE STANDARDS OF ALLIED SERVICES AND MOBILE WORKSHOP/RECOVERY VEHICLE ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM

Sr #	Item	Minimum service Standard
1.	Cleanliness of Motorway North and South bound	Once daily
2.	Dust Storm / Rain storm cleaning	Soon after Dust / Rain storm
3.	Availability of Clean Motorway	Ensure cleanliness for 24/7 (365 days)
4.	Uniform for Staff	As Approved by NHA
5.	Availability of Staff for all services	Ensure availability for 24/7 (365 days)
6.	Switching 'ON' of lights	Poor Visibility (Fog, storm, darkness due to heavy clouding etc.) and sun set
7.	Switching 'OFF' of lights	Good Visibility and sun rise
8.	Fire Fighting vehicles with all necessary accessories	Ensure availability for 24/7 (365 days)
9.	Staff of Fire fighting vehicles	Ensure availability for 24/7 (365 days)
10.	Availability of Fully equipped Ambulances	Toyota Hiace or equivalent but not older than 2018 model for 24/7 (365 days)
11.	Ambulances with relevant (paramedic) staff	Ensure availability for 24/7 (365 days)
12.	First aid box / kit comprising and lifesaving medicines	Ensure availability for 24/7 (365 days)
13.	Lifesaving drugs	for 24/7 (365 days)
14.	Response time of Ambulance	Should be less than 10 minutes
15.	Response time of Fire Fighting vehicle	Should be less than 15 minutes
16.	Response time of Mobile Workshop & Recovery Vehicles	Should be less than 15 minutes
17.	Broken / Fused lights	Immediately repair/ replace

1.3 INSPECTION OF VEHICLES, STAFF AND SERVICES

Ordinary Inspection:

Visual observation of all items shall be performed for exterior and working status of all items with a frequency **1 time in a day**.

Routine Inspection:

NHA

OMC

Check the status of all items using sample tools and instruments which should be performed **1 time in 1 month**. Repair the damaged parts and elements.

Regular Inspection:

Fully inspection and repair using test instruments shall be performed **in every 3 months of the contract period** for working status, connection status, vehicle maintenance status etc.

1.5 TERMS AND ABBREVIATIONS

Whenever in this scope of Services or in other documents pertaining to the Contract certain terms and abbreviations appear, their intent and meaning shall. Unless specifically stated otherwise, be interpreted as shown in **Appendix (If any)**, Glossary of Terms and Abbreviations.

1.6 UTILITIE BILLS:

All utility bills, including Sui gas, electricity (excluding street lights bill) and water etc. shall be in the NHA's name. Payment of all kind of utility bills (excluding bills of street lights) related to the Allied Services, shall be the responsibility of the OMC at his own cost. The OMC shall be responsible for identifying and processing each utility cost associated with the operation and maintenance of the NHA's facility. Upon expiry of the contract all dues shall be cleared by OMC.

1.6 ACCOMMODATION

The Operator will make accommodations arrangements and boarding lodging of the Manpower provided for the Allied Services at his own cost. Utility bills including gas, water and electricity in this respect will be the responsibility of OMC.

1.7 Change in BOQ Quantities

The quantities of vehicles and staff given in the Bill of Quantities may be increased/ decreased as per actual site requirement with the specific approval of Member (Finance)/Concerned

TERMS OF REFERENCE (TOR)
&
INSTITUTIONAL ARRANGEMENTS

TERMS OF REFERENCE (TOR)

Purpose:

1. The Operation, Management & Maintenance of Allied Services and operation and management of Mobile workshops/Recovery vehicles on ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM is aimed to provide facility to stranded motorists on ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM as to avoiding the casualties, Rescue the injured persons, to save Motorway or motorists from Fire, to keep clean/sweep the motorway, and mobile workshops & Recovery vehicles. It is also aimed to provide facility to stranded motorists as stopping and repairing is not allowed on Motorway. The commuters on Motorways face serious difficulties especially due to tyre puncture, exhaustion of fuel, electrical fault, broken fan belt, hose pipe and radiator leakage etc. As a result, the traffic on Motorways faces problem.

Methodology:

A) Rescue Services (Ambulance), Fire fighting vehicle, Street Lights, Incident Response Management and cleaning/ sweeping)

2. The operator shall provide, operate and manage round the clock the Rescue services, Fire fighting vehicle, Street Lights, Incident Response Management and cleaning sweeping of motorway.
3. The Operator, to carry out the said services, shall provide Toyota Hiace van as Ambulance fully equipped with emergency paramedic facilities i.e. first aid, Oxygen cylinder, Oxygen Mask, Stretchers with handlers and lifesaving drugs.
4. The Operator shall provide the Fire Fighting vehicles services along with Fire Fighting vehicle, Gas spray, Fire Fighters and all relevant equipment etc.
5. The Operator shall provide the Sweeping and cleaning Services the Motorway.
7. Employer may terminate the contract at any time during the currency of contract as per his convenience, or upon un-satisfactory performance or any other reasons thereof.
8. All Vehicles shall be properly marked with the Logo and Insignia of the NHA for identification. The Operator will fix the communication system in the vehicle to coordinate with NH & MP & NHA, in case of breakdown of commuters as well as Operator's vehicle.
9. The Operator shall be responsible to provide backup facility for 24 (twenty-four) hours Operation, Management Services without any extra charges.

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

10. *The Operator shall prepare the register duly signed by AD/DD (Revenue) Concerned having page number for all important activities including incidences and inspections*
11. If Operator fails to provide backup facility for round the clock (24 hours) Operation & Management Service, than following actions shall be taken accordingly: -
 - (i) The response time for reaching to an emergency place should be 10 minutes for ambulance and 15 minutes for firefighting vehicles.
 - (ii) The Operator shall be responsible for twenty-four (24) hours Operation, Management Services during the contract period with no justification of breakdown. In case of delay in allowable response time, the penalty shall be imposed as given in clause 15 of Bid Data Sheet.
12. The Operator will provide Manpower, Equipment (**including wireless sets**) and other resources. The cost of all expenditure made under such cost but not limited to POL, vehicle maintenance, manpower, uniform and accommodation/ food/ medication etc. shall be borne by Operator.
13. Any loss/ theft due to any reason shall be made by the Operator.
14. In case of change of length of beat up to 10 km by NH & MP, no extra claim would be entertained, in any case.
15. The Operator will ensure that the duty hours for their employees shall be for **08 (Eight)** hours in **03 (three)** shifts.
16. The Operator will ensure that salary to be paid to their employees shall be as per labor laws and wages announced by the Govt. of Pakistan for the year and all labor related expenditure shall be borne by the operator.
17. The uniforms shall be approved by NHA and shall display the badge containing operator's name and his own name.
18. The Deputy Director (Revenue) will ensure and responsible the operation of all the Allied Services.
19. Staff may be imparted refresher courses from recognized institutions once every six months.
20. Staff should be qualified having at least one year experience in their relevant field from recognized training centers and well reputed workshops. The Auto Mechanic on duty in every shift must have valid driving license.

21. The CNICs of staff should be verified by NH & MP authorities.
22. The Experience Certificate of staff should be verified by NH & MP authorities.
23. Each Fire Fighting Vehicle and Rescue/Ambulance shall be operational for 24 hours by Operator with 08 (Eight) hours shift and the 03 (Three) shifts per day. Detail of staff, but not limited to, as given in **Annex-I&III**:
24. For sweeping and cleaning machines for sweeping or manual sufficient staff shall be provided. Along with this a spare shift will be managed to accommodate emergency / leave vacancies of staff at the cost of OMC. Detail of staff, but not limited to, as given in **Annex-II**:

B. Mobile workshop & Recovery Vehicles

The operator carries out the said services by providing Shahzor (1300 CC) vehicles or any equivalent vehicle having same engine power or above and ensure that none of the vehicle will be CNG Operated. The Operator shall also make necessary arrangements to carry Additional Fuel about fifty (50) liters each petrol & diesel with each Mobile Workshop to attend the vehicles, requiring re-fueling.

- a. As per Annex-IV and any other equipment demanded by NH&MP authorities should be made available in each Mobile Workshop to make them beneficial for the commuters. The operator will also ensure availability of price list of spare parts in each Mobile Workshop duly verified by NH&MP and NHA representative. The rate list shall be displayed at prominent place i.e. on inner side of rear screen glass.
- b. Staff may be imparted refresher courses from recognized workshops and recovery vehicles once every six months. Staff should be qualified and at least one-year experience in their relevant field from recognized training centers and also one-year experience in well reputed workshops. The Auto Mechanic on duty in every shift must have valid driving license.
- c. Each Mobile Workshop and Recovery Vehicle must work in close coordination with NH & MP.
- d. The Operator shall provide towing services to defective vehicles free of cost. The Operator shall tow the defective vehicle to the nearest interchange or service area, if the vehicle cannot be put on road by either providing at the spot service such as tyre puncture, starting trouble, small electrical/ mechanical fault etc.
- e. Mobile Workshop and Recovery Vehicles shall be properly marked with the Logo and Insignia of the NHA for identification. The Operator will fix

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- the communication system in the vehicle to coordinate with NH & MP & NHA, in case of breakdown of commuters as well as Operator's vehicle.
- f. The Operator shall prepare the register with page No. to record the data of attended vehicles duly signed by AD/DD (Revenue) Concerned/NH&MP as per format given at **ANNEX-VI**.
- g. If Operator fails to provide backup facility for round the clock (24 hours) Operation & Management Service, than following actions shall be taken accordingly: -
- (i) For poor performance of Service of Mobile Workshops and/or Recover Vehicle, a penalty may be imposed as given in clause 15 of Bid Data Sheet.
- (ii) The response time for reaching to an emergency place will not be more than 30 minutes, in any case.
- (iii) The Operator shall be responsible for twenty-four (24) hours Operation, Management Services during the contract period with no justification of breakdown. In case of delay penalty shall be imposed as given in clause 15 of Bid Data Sheet.
- h. If the operator fails to keep the stock of equipment (Clause-17), minimum required trained staff (Clause-23), or if there is any complaint against the Mobile Workshop and / or recovery vehicle by a commuter or NH&MP, appropriate penalty may be imposed which can be upto 15% of the monthly invoice.
- i. The Operator will provide Manpower, Equipment (**including wireless sets**) and other resources. The cost of all expenditure made under such cost but not limited to POL, vehicle maintenance, manpower, uniform and accommodation/ food/ medication etc. shall be borne by Operator.
- j. Any loss/ theft due to any reason shall be made good by the Operator. In case of change of length of beat upto 10 km by NH&MP, no extra claim would be entertained, in any case.
- k. The Operator will ensure that salary to be paid to their employees shall be as per labour laws. Standard NHA uniform shall be used (as per uniform of Police fine, Weigh station, Toll Plazas contracts).
- l. The operation of Mobile Workshop & Recover Vehicles will be supervised by Dy. Director (Revenue) or an officer not less than BPS-17 nominated by employer.
25. Mobile workshops and Recovery Vehicles shall be operational for 24 hours by Operator with 08 (Eight) hours shift and the 03 (Three) shifts per day. Detail of staff, but not limited to, as given in **Annex-IV**.

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

26. Each vehicle related to any of the allied services including Mobile workshop/Recovery vehicle will have its own log book maintained.
27. Monthly invoice of the operator shall be released on issuance of satisfactory performance report by DD (Revenue) concerned duly recommended by GM (Region) concerned.

INSTITUTIONAL ARRANGEMENTS

Client: The National Highway Authority (referred as “NHA” hereinafter)

**Implementer/
Program Designer:** General Manager (Region) or any other person appointed by the Employer from time to time.

Service Provider: The Operation, Management of fully Equipped Ambulances with first aid facility, Fire Fighting and sweeping cleaning of Motorway, including Mobile workshop/Recovery vehicle, the Service Provider (referred as “OMC” hereinafter). **(as per given in the LOI).**

Management

Contractor & Operator (OMC):

The OMC is appointed pursuant to this Agreement for Operation, Management of fully Equipped Ambulances with first aid facility, Fire Fighting and sweeping cleaning of Motorway, including Mobile workshop/Recovery vehicle, **(as per given in the LOI).**

THE EMPLOYER’S ROLE AND OBJECTIVES

- Responsible for taking all policy decisions and approvals of Invoices of the OMC as per Bid Document of operations of all facilities.

THE IMPLEMENTER’S ROLE AND OBJECTIVES

- To provide overall guidance to the OMC keeping within the policy framework approved by the Employer.
- Responsible for establishment of necessary Technical and Economic criteria and the operating systems to manage and maintain the described services in an effective manner within available resources. {The OMC is expected to jointly undertake this exercise with Implementer/Program Designer}
- Development and application of operation, management and maintenance systems in accordance with contract documents.

SERVICE PROVIDER’S ROLE AND OBJECTIVES

- The Service Provider shall carry out all the works required by the Employer in accordance with objectives, agreed programs, scope of services and BOQ’s.
- Develop and maintain a register containing the entire inventory of assets and its value at all times and update with an interval of six (06) months. OMC shall provide an updated copy of register to the Implementer/Program Designer for office record.

SECTION - IV

CONDITIONS OF CONTRACT

ARTICLES I TO XV

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

NHA

OMC

ARTICLE-I

PURPOSE OF AGREEMENT DEFINITIONS

1.1 Purpose: Incorporation of TOR:

- (a) The Operator of Services and **Terms of Reference (TOR)** together with this Agreement, sets forth the terms and conditions for the fully Equipped Ambulances with first aid facility, Fire Fighting and sweeping / cleaning of Motorway, Mobile Workshops & Recovery Vehicles (**as per given in the LOI**) for the consideration to be paid by the Employer to the Operator as compensation for the Services and certain other ancillary matters more particularly set forth herein or in the **TOR** etc.
- (b) All terms of the Operator of Services and **TOR** are incorporated by reference in this Agreement as through fully set forth herein. Wherever possible, specially set forth in this Agreement and those set forth in the **TOR** shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is conflict between any terms of the **TOR** and terms specifically set forth herein then, unless otherwise specifically provided herein or in the **TOR**, the terms of this Agreement shall prevail and take precedence observe the terms of the **TOR** to the extent necessary to resolve such conflict.

1.2 Definitions:

All capitalized terms used herein shall have the meanings assigned to them in this Agreement, as supplemented and modified by the **TOR** to them in this Agreement, as supplemented and modified by the **TOR** to the extent there is no conflict. Any capitalized terms used herein and not defined herein shall have the meanings assigned to them in the **TOR**.

- (a) **“The Agreement”** means the Agreement, Articles, Conditions of Contract and Appendices.
- (b) **“Authority”** means National Highway Authority, Government of Pakistan, Islamabad.
- (c) **“Employer”** means the Chairman, National Highway Authority, Government of Pakistan, Islamabad.
- (d) **“Operator”** means the organization operating the said Allied Services on Motorway (**as per given in the LOI**) in accordance with the terms and conditions of the Agreement and the Scope of Work placed at **TOR**.

- (e) **“Chief Operator”** means a person nominated by the Employer to act on behalf of the Employer in accordance with the power delegated to him. The delegated power shall be notified to all concerned from time to time. The Chief Operator shall be General Manager (Revenue) NHA, HQ.
- (f) **“Services”** means services required to be rendered by the Operator in accordance with various articles of the Agreements and the Terms and Reference (**TOR**).
- (g) **“Employer’s Representative”** means General Manager (Revenue) or any other person appointed by the Employer from time to time.
- (h) **“Modification of Agreement”** is defined as an Agreement in writing negotiated and signed between the Employer and the Operator from any change in the original agreement and any obligations associated therewith.
- (i) **“Contract Price”** means the sum stated in the Letter of Acceptance as payable to the Operator for the Operation & Management of said Allied Services as quoted in the Bid Form.
- (j) **“Party”** means the Employer or the Operator as the case may be, and Parties means both of them.
- (k) **“Day”** means the Calendar Day.
- (L) **Effective Date** means date of commencement.

1.3 General Provision:

1.3.1 The Services to be performed by the Operator (**hereinafter called the Services**) relating to the works to be performed (**hereinafter called the works**) are described in **TOR**.

1.3.2 Relationship between the Parties: Nothing contained herein shall be Construed as establishment or creating a relationship of a matter and servant or principal and agent as between the Employer and the Operator.

1.3.3 Language (s) or Law.

- (a) The language and languages in which the contract is drawn shall be English.
- (b) The language, according to which the contract is to be construed and interpreted, designated the **“Ruling Language”**. The ruling language in any dispute shall be **English**.

- (c) The country or province the law of which is to apply to the Contract is to be construed and interpreted designated the “**Ruling Law**”. The Agreement shall be in accordance to the laws of Islamic Republic of Pakistan.

1.3.4 Headings:

The heading in these conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation of the contract thereof.

1.3.5 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 Agreement.

ARTICLE-II

2.1 UNIFORMS:

All staff to wear NHA approved Uniform (Specimen available with AD (weigh station) NHA HQ 051-9032508). The approved Uniform will be provided by OMC. The OMC shall maintain the uniforms in a presentable manner and ensure each person wears the same besides having sufficient supply.

2.2 Uniform Design:

The OMC shall submit a minimum of four (4) two each for winter & summer proposed uniform designs having name tags of the persons for NHA's approval. Sets for both summer and winter along with Name Tag are to be submitted. Upon approval of the uniform design (including Name Tag), the OMC shall place order in sufficient time to ensure that all personnel are uniformed with Name Tags upon commencement of operations by the OMC. The OMC will provide an official replica of its logo and color scheme for approval of NHA.

2.3 Scope of Services:

Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement, throughout the Term of this Agreement (**as herein defined**), the Operator shall provide, all Operation, Management, Supervision, Labor, Materials, Administrative Support, Supplies and Equipment necessary to perform the services described in **Scope of Services and TOR (the foregoing being referred to herein as "Services")** all in accordance with the criteria set forth in the provisions of this Agreement.

2.4 Cooperation with other Operating Contractors:

From time to time during the Term, the Employer may award or execute other contracts relating to its ownership, Operation or Maintenance of the system or of other facilities on other roadways that are not included within the system. The Operator shall fully cooperate with the Employer and the parties to such other contracts shall adjust scheduling to the extent reasonably possible; and shall diligently endeavor to perform its services in a manner that will promote integration, synergism and efficiency among the Operator, the Employer and the other Operators. Operator shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other Operator/Consultant of the Authority.

2.5 Services Performed:

The Services to be performed by Operator shall be performed solely in accordance with the **Scope of Services and TOR**.

2.7 Applicable Laws and Regulations:

The Operator shall perform the Services in compliance with the standards and requirements set forth in the SOP Manual, Applicable Laws and Rules, Statutes and Regulations and good business practices.

2.8 Administrative Building

The OMC shall have his own arrangements. No building will be provided by NHA.

ARTICLE-III

TERM OF AGREEMENT AND EFFECTIVE DATE

3.1 Term of Agreement:

The term of this Agreement (the “Term”) shall be for a period for Three (03) Years from the date of commencement till 30.06.2025.

3.2 Effective Date:

The Effective date shall be the date on which the site is handed over to the OMC by the Employer for start of Operation. The ending date of contract will be reckoned as Two Years period from the effective date of handing over of site or till the period the contract is further extended by the Employer, as deemed necessary.

ARTICLE-IV

EMPLOYMENT

4.1 Removal:

Promptly upon request of the Employer, the Operator shall remove from activities associated with or related to the performance of this Agreement, the employee whom the Employer considers **(for any reason whatsoever, in the Employer's sole discretion)** unsuitable for such work. Such employee shall not be reassigned to perform any work related to the services except with the express written consent of the Employer. No compensation in any form shall be paid to the Operator by the Employer in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

4.2 Reassignment:

The Operator shall structure its relationship and procedures with its employees so that the employees may be assigned to, reassigned or transferred from one Workshop/Location to any other Workshop/Location without impediment, and so that the employees may be reassigned to transferred at any time **(and from time to time)** upon the request of the Employer.

4.3 Drug-Free Workplace Requirements:

Throughout the Term, the Operator shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the Employer's policy.

4.4 Compliance with Workplace Laws:

- (a)** Throughout the Terms, while performance under this Agreement, Operator, his agents, employees, and Sub-Operator shall observe and fully comply with all Laws, Ordinances and Regulations that may be in force in Pakistan and effective from time to time hereafter.
- (b)** Operator shall prominently post and publish all employment notices and information required to be published by any applicable Law, Rule, Regulation or Ordinance from time to time in effect, for review and consideration by its employees.
- (c)** Operator, its agents and Sub-Operators, shall not discriminate against any employee or applicable for employment due to his or her race, sex, age, national origin, religion or marital status.

4.5 Equal Employment Opportunity.

- a.** On or before **60 (Sixty) days** after the Effective Date, Operator shall submit to NHA for its review and comment Operator's proposed equal employment opportunity policy and as per the existing rules of the Operator's Organization.
- b.** Operator shall designate a liaison officer who will administer and oversee the program adopted by Operator in accordance with subparagraph (a) shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals.

4.6 Notification of Conviction of Crimes.

Operator shall notify the NHA of disciplinary action taken against its employees, if convicted of any crime, according to the rules and regulation of Operator.

ARTICLE-V

STANDARD OPERATING PROCEDURE MANUAL

5.1 Purpose of SOP Manual:

- (a) The Employer desires to make available to the public a high level of services and quality in the Operation of said Allied Services on ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM. As part of its obligations under this Agreement, the Operator shall prepare a written Standard Operating Procedure Manual (**the “SOP Manual”**), which shall include standards of performance throughout the Terms of the contract. The **SOP Manual** shall set forth provisions of necessary coordination among the Authority and the operator to whom the authority awards contract. The **SOP Manual** shall include and cover all procedures of every kind or nature necessary for the performance of the Services as specified in the Scope of Services. The OMC to submit SOP Manual within 02 weeks of the commencement of services for formal approval of Employer.
- (b) Following development and acceptance of the **SOP Manual** in accordance with this Agreement, the Operator shall comply with the **SOP** in its performance of Services. The Operator and the Authority shall revise and update the **SOP Manual** from time to time in accordance with the provisions of the **TOR & Scope of services**. References herein or in the **TOR** to the **SOP Manual** shall be deemed to refer to the **SOP Manual** as it may be amended, modified or supplemented from time to time.
- (c) Without limiting the generality of other provisions of this Agreement or the **TOR** with respect to updates and revisions of the **SOP Manual**. The Authority may from time to time develop and institute updates or upgrades to its other components of the System. In order to take advantage of technological developments or advancements to the improve efficiency and correct problems or to accomplish any other purpose deemed important by the Authority, in which event the **SOP Manual** shall be modified to address any appropriate changes with regard to the Operation Repair or Maintenance of the Motorway (ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM)

5.2 Changes in SOP Manual Causing Additional Costs:

If the Operator believes a change to the **SOP Manual** if made in accordance with the Operator of Services but beyond clause 12 (TOR) will increase its cost of furnishing the Services, the Operator shall so notify the Employer in writing within **15 (Fifteen) days** after the date of receipt of Employer’s notice of the

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

required revision. Such notice shall include a detailed description of the basis and justification for any claim the Operator may have for adjustments in compensation for increased costs furnish such notice to the Employer within the time provided in this paragraph. The Operator will have waived any claim it may have to additional compensation for increased costs attribution to the **SOP** compensation claim within **15 (Fifteen) days** period, then the Employer, at its sole option, may either.

- (i)** Approve the compensation claim and order the change to become effective as scheduled; or
- (ii)** Revoke the notice of change, in which case the change shall not become effective and no additional compensation will be paid.
- (iii)** Get that works done through open competitive bidding.

ARTICLE-VI

ASSIGNMENT OF AGREEMENT; SUBCONTRACTS

6.1 Assignment Rights and Limitations:

- (a) The Employer has selected Operator to perform the Services based upon characteristics and qualifications of Operator and its employees. Therefore, the Operator may not assign, delegate or subcontract its rights or obligations under this Agreement, any attempt by the Operator to assign to subcontract any performance of this Agreement without consent of the Employer shall be null and void and shall at Employer's option, constitute a default under this Agreement.
- (b) The Operator may assign its rights to receive payment under this Agreement with the Authority with prior written consent, which consent shall not be unreasonably withheld.
- (c) The Authority may assign all or any portion of its rights under this Agreement without the consent of or advance notice to the Operator.

6.2 Subcontracts:

- (a) Subject to the right of the Employer to review and approve or disapprove Subcontracts in accordance with this section, and subject to the compliance by the Operator with the provisions of this Agreement with regard to Key Personnel, the Operator shall be entitled to subcontracts some of the services performed to other entities. The subcontracts executed by the Operator in accordance with the terms of this Agreement (**including vendor contracts**) may be referred to herein as "**Subcontracts**" and the Sub-Operator there under may be referred to herein collectively as "**Sub-Operators**". Any Subcontracting shall be done only with the prior approval of NHA Hqs.
- (b) All subcontracts must contain the following provisions:
 - (i) The Subcontracts must provide that it is assignable to the Authority (**or its successor in interest under the terms of this Agreement**) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the Sub-Operator of written notice of the assignment from the Employer. Upon such event, the Employer shall be deemed to assume the obligations of the Operator under the subcontract, but only to the extent such obligations accrue from and after the date of assignment.

- (ii) Each Subcontract must require the Sub-Operator to comply with the **SOP Manual** as it may be revised, modified and supplemented from time to time and must require the Sub-Operator to carry forms and amounts of insurance satisfactory to the Employer in its sole discretion. The Employer shall be listed as an additional insured in such insurance policies and copies of insurance certificates and policies shall be delivered to the Employer upon request.
- (iii) The Subcontract must provide that, upon demand of the Employer, the Operator will join in any dispute resolution proceeding instituted in accordance with **Article-X** hereof.
- (iv) All warranties express and implied of such Sub-Operator shall ensure to the benefit of the Employer and its successors and assigns.
- (c) All Subcontracts shall be subject to Employer's prior written approval as to the general form of the subcontract and the identity of the Sub-Operator, which approval may be granted or withheld in the sole discretion of the Employer. The Employer may waive the right to approve a particular subcontract, but such waiver shall not affect Employer's right to review and approve or disapprove other Sub-Contracts. The Employer's approval of a subcontract, the Operator shall not be entitled of the Operator's arrangements for performance of the work covered by such Sub-Contract.

ARTICLE-VII

PAYMENTS

7.1 Currency of Payment:

All payment due under the Agreement shall be paid in Pakistan Rupee to the Operator.

7.2 Pakistan Tax Liability:

All taxes including but not limited to advance Tax, Income Tax/Surcharge or any other Levy imposed by the Government of Pakistan/Provisional Government/local Govt. shall be paid by the OMC according to prevailing tax laws in Pakistan during the currency of contract. All personnel and corporate taxes will be paid by the OMC or his personnel. OMC must obtain complete information in this regard.

7.3 Payment Procedure:

Invoicing will be in accordance with Invoices and Payment Procedure as under:

Invoice and Payment Procedure:

- i- The OMC shall furnish/submit invoice(s) to Deputy Director (Revenue) concerned of the Region latest by 10th of each month. While processing the invoices, the Deputy Director (Revenue) shall attach the Performance certificates as per specified Performa with each Invoice which would be issued by the concerned regional Deputy Director (Revenue). In case of mobile workshop & Recovery Vehicles, the concerned beat's NH&MP official/officer signature on prescribed format would be required.
- ii- The Deputy Director (Revenue) will forward the monthly invoice through General Manager (Motorway) ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM/Concerned with recommendations for release of payment on account of services provided by the OMC to General Manager (Revenue) NHA HQ, for seeking the approval from Member (Finance)/Concerned.
- iii- All due payments to the OMC shall be paid by NHA out of Road Maintenance Account within **45 (Forty five) days** of receipt of invoice (*if no observations falls*).

7.5 Invoices for Payments and Required Documentation:

A payment **(as provided in Clause 7.1 & 7.4 hereof)** due to the Operator shall be paid promptly within **45 (Forty five) days** from the date of submission of the invoice complete in all respects to the Employer/Employer's Representative duly supported by the following documentation reasonably satisfactory to the Authority:

- (a)** An invoice in a form acceptable to Employer, with supporting documentation as reasonably required by Employer.
- (b)** Certification by the Operator that Operator is current in its payments due to all Sub-Operators, Vendors and Employees through the date of the invoice or if not current, describing the non-current items and stating why they are not current.
- (c)** A certification that Operator is meeting all requirements of the **TOR** of this Agreement and the **SOP Manual**.
- (d)** A certificate describing all outstanding claims and potential claims, if any, as of date of the invoice.
- (e)** An undertaking with each invoice shall be provided by the OMC that the salaries have been paid to all its employees.
- (f)** Detail of Equipment and staff provided at site shall be provided with each invoice.
- (g)** Detail of incidents occurred and attended during the month will be provided with the invoice.

ARTICLE-VIII

IDENTIFICATION AND LIABILITY

8.1 Operator's Responsibility:

- (a) The Operator shall take all responsible precautions in the performance of the Service and shall cause its employees against the Sub-Contractor to do the same. The Operator shall be solely responsible for the safety of and shall provide protection to prevent damage, injury or loss to:
- (i) All employees of the Operator and the Sub-Contractors and other persons who are involved in the provision of Services of the Emergency Call Radio and Microwave System would responsible, the expected to the affected by the performance of the Service;
 - (ii) Other property of the Operator and its employees, agents, officers and Sub-Contractors and all other persons for whom the Operator may be legally or contractually responsible or adjacent to the emergency Call Radio Station or other areas upon which services are performed;
 - (iii) Members of the public who may be using the workshops facility and their vehicles and personality.
- (b) The Operator shall comply, and cause its employees, agents, officers and Sub-Contractor and all other persons for whom the Operator may be legally or contractually responsible, with applicable laws, ordinance, rules, regulations and orders of the public authorities relating to the safety of persons and property and their protection from damage, injury or loss.
- (c) The Operator shall be responsible for all damages and loss that may occur with respect to any and all property located or in any way involved in the provision of the Services by the Operator whether such property is owned by Operator, Employer or any other person to the extent such damage or loss shall have been caused or brought about by acts or omission of Operator or its employees, agents, officers or Sub-Operators or any other person for whom Operator may be legally or contractually responsible.
- (d) The Operator ensure that all its activities and activities of its employees, agents, officers and Sub-Contractors and all other persons for whom the Operator may be legally or contractually

responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

- (e) The Operator shall take no responsibility if damage occurs due to Act of God/Natural Calamities like fire, earth quake, floods, storms theft etc.

8.2 Indemnification's by the Operator:

- (a) The Operator shall defend, indemnify and hold harmless Authority and each of the individuals that is now **(or may in the future become)** a member of Employer 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 all claims, causes or action, suits, legal or administrative proceeding, 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 the Operator **(or its employees, agents, officers or Sub-Operating Contractors or any other persons for whom Operating Contractor may be contractually or legally responsible)** of the services or other duties or obligations set forth in this Agreement **(including the TOR and SOP Manual)** or the failure to perform the Services in the manner herein required;
 - (ii) The failure of the Operator **(or its employees, agents, officers or Sub-Operator or any other persons may be contractually or legally responsible)** to comply with any applicable law, rules, ordinance, regulation or statute in performing the services or other duties or obligations set forth in this Agreement;
 - (iii) Any legal patent or copyright infringement or other allegedly improper appropriation are use of trade secrets, patents, proprietary information, Know-Know, copyright, right or inventions in performance of the services or other duties or obligations set forth in this Agreement;
 - (iv) Any act or omission of the Operator **(its employees, agents, officers, Sub Operating Contractors or any other persons for whom the Operating Contractor 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 Operator, Sub-Operator or other person that inconvenience, disruption, delay or loss has been caused all or in part by actions or interference of the Operator or its employees, agents, officers or Sub-Operator or any other persons for whom the Operator **(or its employees, agents, officers or Sub-Operating Contractor may be contractually or legally responsible)** to cooperate reasonably with such Operating Contractors, Sub-Operators or other persons.
- (b) Except to the extent permitted by law, the provisions of this **Paragraph 8.2** shall not inure to the benefit of an Indemnified Party so as to impose liability on the Operator for matters caused by the negligence of the Employer, or so as to relieve the Employer of Liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the Employer may be contractually or legally responsible.
- (c) If any claim shall be filed by an employees of the Operator **(or a Sub-Operator, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable)**, the indemnification provisions set forth in this **Paragraph 8.2** shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for the Operator or a Sub-Operator or otherwise, under the terms of or as a consequence of any workers, compensation, disability benefit or other employee benefits laws.

ARTICLE-IX

SECURITY AND INSURANCE

9.1 Insurance Coverage

- (a) All insurance policies required to be obtained by the OMC under this contract shall be underwritten by approved insurance companies of NHA having at least **“AA”** ranking by PAKRA and such policies and the terms thereof shall be reasonably acceptable to NHA. OMC shall obtain endorsement to all policies and certificates of insurance providing that:
- i) No cancellation, non – renewal or reduction in coverage shall be effective unless the insurer first gives NHA forty-five days’ notice;
 - ii) The policies are primary, and not contributing, with respect to any insurance that may be carried by NHA;
- (b) OMC shall furnish NHA with originals or copies of all required insurance policies and with certificates evidencing such insurance coverage promptly upon receipt. OMC may obtain for its own account any insurance not required under this agreement certificates shall be current accord from and shall reflect additional insurance requirements as may be required herein.
- (c) If the OMC fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish NHA with evidence that the insurance has been procured, is in force and has been paid for NHA shall have the right to impose fine of RS 25000/= per month, at its election, and the following ten (10) days written notice to OMC to procure and maintain such insurance.

9.2 Forms of Insurance Coverage and minimum limits.

The OMC shall, at its cost and expense, purchase and maintain during the contract period to cover against:

- i) Loss damages of the OMC contract facilities, all electrical/mechanical installations at replacement value against all possible causes of damage like but not limited to accident, Fire, Theft, Riot, Strike & Terrorism etc.
- ii) OMC Comprehensive General Liability Insurance arising out of contract, including contractual liability insurance and complete operation insurance having a minimum coverage of Rs. 1,000,000.00 (one million).
- iii) Third Party Insurance for un limited cases at Rs. 300,000/= for each case.

- iv) Health/hospitalization, Accident and Travel Insurance of OMC all Employees.

9.4 Insurance Coverage:

The Operator shall without limiting his or the Employer's obligation and responsibilities provide insurance cover for:

- (a) The Services along with the equipment, machinery, plant, material etc. for incorporation therein, to the full replacement cost plus fifteen percent to cover any additional incidental cost associated with the services.
- (b) The Operator's equipment and other things brought on the site by the Operator, for a sum sufficient to provide for their replacement at site.
- (c) The insurance in Paragraph (a) and (b) of Article 9.3 above shall be in joint names of Employer and the Operator.
- (d) The Operator shall insure its personnel employed on the services against accident and shall continue such insurance during the whole of the time that any persons are employed by him on the services. The premium for such insurance shall be paid by the Operator.
- (e) During the contract and the date on which insurance policy comes in to force and effect, if any damage due to accident etc. occurs the Operator shall replace the same and claim cost from Insurance Company.

9.5 Authority's Rights to Remedy breach by the Operator:

If, the Operator fails to provide insurance as required herein, the Authority or its assignee(s) will have the right, but not the obligation to purchase such insurance. In such event, the amount paid for such insurance will be credited against the next accruing payment or payments that otherwise would be made by the Authority to the Operator under this Agreement.

ARTICLE-X

DEFAULT; DISPUTE RESOLUTION; REMEDIES

10.1 Defaults by the Operator:

- (a) The occurrence of any one or more of the following events shall constitute an event of default by Operator under this Agreement (**each such event being referred to herein as an “Event of Default”**):
- (i) 03 (Three) **“Displeasure Notices”** served by the **Deputy Director (Revenue)** to the Operator on the occurrence of (ii) or (iii) below:
 - (ii) Delay or discontinuity of the Services by Operator to be performed pursuant to this Agreement, particularly delay in responding to the Emergency Calls within a reasonable time limit (**response time to be defined in the SOP / Manual but it must not be more than 15 (Fifteen minutes)**).
 - (iii) Failure to maintain minimum standards.
 - (iv) Failure to comply with terms & Conditions of Contract.
 - (iv) Poor or non-performance of services, misbehavior or excess service charges by the Operator, duly verified by the nominated **“Deputy Director (Revenue) concerned”** as referred to in **Article 13.19**.
 - (v) To extent allowed by law, filing by Operator of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law, adjudication of Operator as a bankrupt or insolvent; assignment by Operator for the benefit of creditors; admission in writing by Operator of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Operator as bankrupt or insolvent pursuant to any bankruptcy law or similar in any Court, and failure of Operator to discharge such petition or answer within **90 (Ninety) days** after the filing thereof;
 - (vi) Appointment of a receiver, trustee or liquidator of the Operator, or of all or substantially all of the assets of the Operator, in any proceedings, and failure of the Operator to cause such appointment to be canceled or discharged within **90 (Ninety) days** after such appointment, if the appointment was not requested by the Operator.

- (b) Failure by the Operator to satisfy or postpone with respect to any final judgment against it within **20 (twenty) days** of entry of the judgment.
- (c) Attempt by the Operator to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by the Operator of a Sub-contract in violation of the terms of this Agreement;
- (d) Failure by the Operator to perform any component of the Services in a manner acceptable to the Employer in its reasonable discretion, or failure by the Operator to otherwise perform its obligations under this Agreement or to comply with any terms or provisions herein set forth or in the Operator of Services/TOR or **SOP Manual** as it may hereafter be amended, modified or supplemented from time to time.

10.2 Default by the Employer:

The failure of the Employer to make payments to the Operator at the times and in the amounts required by this Agreement shall constitute an event of default by the Employer under this Agreement (**which circumstances shall also be defined as an “Event of Default”**). In the Event of Default by the Employer, the Operator may terminate this Agreement by not less than **90(Ninety) days written notice to the Employer.**

10.3 Rights of Non-Defaulting Party upon Occurrence of Event of Default by the Operator:

- (a) If the Operator commits an Event of Default hereunder, the Operator does not cure the Event of Default; and the parties are not able to resolve the dispute in the manner described in **Paragraph 10.4**, the Employer shall be entitle to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which the Employer may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:
 - (i) The Employer may terminate this Agreement and the Operator’s rights hereunder by giving the Operator notice of termination of **30 (thirty) days** on the **30th (Thirtieth) day** following such termination notice, or on the date specified in such notice, if later, Operator’s rights hereunder shall terminate.
 - (ii) The Employer may terminate some but not all of the Operator’s rights hereunder by modifying the definition of Services to exclude there from those Services as to which the Event of Default has occurred. The Employer shall give the Operator notice of those Services to be terminated and, on the **30th (Thirtieth) day** following such termination notice, or on the

date specified in such notice, if later, Operator's obligation to perform thereof, shall terminate.

- (iii) If the Event of Default consists of a failure of the Operator to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the Employer may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the Employer to the Operator under this Agreement.
- (iv) The Employer may collect from the Operator, or may offset against amounts due or to become due to the Operator under the provisions of this Agreement, all costs and expenses incurred by the Employer due to the occurrence of the Event of Default.

10.4 Rights of Operator upon Occurrence of Event of Default by the Employer:

Operator may terminate this Agreement by giving Authority a notice of **90 (Ninety) days**.

10.5 Termination for Convenience of the Employer:

- a. The Employer shall have the right, at any time and from time to time during the Term, and for any reason whatsoever in the Employer sole discretion, to terminate this Agreement with respect to all or any portion of the Services **(such total or partial termination being referred to herein as a "Termination for Convenience")**. The Employer may exercise its right of Termination for Convenience by furnishing to the Operator, written notices of its decision to do so with reasons, which notice shall specify the services the Employer has elected to remove from the Scope and operation of this Agreement. The Termination for Convenience as to such Services shall be effective **30 (Thirty) days** following the date of such notice. Thereafter all reference herein or in the **TOR** and **TOR** to **"Services"** shall be deemed to refer only to those operation tasks that continue to be required to be performed by the Operator hereunder.
- b. As of the date upon which a Termination for Convenience is effective, the Employer shall reduce the contract amounts as to omit payment for those elements of work and services as to which the Employer exercised its right of termination for Convenience.
- c. In no event shall a Termination for Convenience be deemed default by the Employer under this Agreement or the **TOR**. Nevertheless, the

Employer recognized a Termination for convenience will cause temporary but adverse financial consequences upon the Operator.

- d. The parties recognized and agree that the precise amount of adverse financial consequences that would be suffered by the Operator would be impossible to predict at the time of execution of this Agreement. Therefore, the parties agree that the termination fee will be paid by the Employer to the Operator upon the occurrence of any Terminations for Conveniences, which termination fees is a fair and reasonable based on actual expenditures of the adverse economic consequences that will be sustained by the Operator. The Termination Fee shall be as 2% demobilization charges on three months prorate basis of O&M expenditure if remaining period of contract is more than a year. if balance time period would be less than one year, than clause 10.5 c & d shall not be applicable

10.6 PROCEDURE FOR CLAIM

- a) If the OMC intends to claim any additional payment pursuant to any clause of these conditions or otherwise, he shall give notice of his intention to Deputy Director (Rev) Concerned with a copy to Director (Rev-Contracts), within 07 days after the event giving rise to the claim has first arisen.
- b) Upon the happening of the event referred to in sub-clause 10.6 (a), the OMC shall provide contemporary records to Deputy Director (Rev) within 28 days. The Deputy Director (Rev) shall, on receipt of a notice under Sub-Clause 10.6 (a) inspect such contemporary records and may instruct the OMC to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given.
- c) Within 28 days, or such other reasonable time as may be agreed by Deputy Director (Rev), of giving notice under Sub-Clause 10.6(a), the OMC shall send to Deputy Director (Rev) an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based.
- d) The Deputy Director (Rev) shall scrutinize the claim and shall refer to Claim Evaluation Committee through Director (Rev. Contracts) for evaluation of claim with intimation to GM(Rev) NHA HQ.

10.7 CLAIM EVALUATION COMMITTEE

Any claim of OMC will arise during the contact the case be sent to Claim evaluation committee for recommendations. The claim evaluation committee will perform with constitution as follows;-

NHA

OMC

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

G.M (Revenue)	Chairman
G.M (Int. Audit)	Member
G.M (P&CA)	Member
G.M (Motorway) HDI Concerned	Member
Director (Revenue-Contracts)	Member
Director (Revenue-Operations)	Co-Opt Member

- a. Any claim of OMC will be evaluated in the light of NHA Code.
- b. The above committee has the authority to recommend but not have any decision powers.
- c. The competent authority may refer back the matter to the committee with observations; committee will re-evaluate the claim in the light of observations.

10.8 DISPUTES RESOLUTION

Settlement of Disputes

If any dispute or difference of any kind whatsoever arises between the Operator and the Owner/Employer in connection with or arising out the agreement or performance of the job whether during the progress of the job or after its completion or after its termination, abandonment or breach of the agreement, it shall in the first place be referred to:

- (a) The Dispute Resolution Committee composed of as follows;

G.M (Revenue)	Chairman
G.M (Int. Audit)	Member
G.M (P&CA)	Member
G.M (Motorway) ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM/Concerned	Member
Director (Revenue-Contracts)	Member/Secretary

- (b) The committee will
 - Evaluate the points of dispute between NHA and OMC, will frame the cause of grievance and will frame issue to dispute.
 - Provide opportunity of both parties to prove their case through credible evidence.
 - Provide opportunity of hearing to both parties.
 - Make suitable recommendations to Management for resolution of dispute.
 - The recommendations of the committee are not binding on competent authority.

- This committee is not the Alternate Dispute Resolution Mechanism (ADRM), is no way a substitute for Arbitration and Adjudication which is done under the law

10.9 ARBITRATION

- (a) If any dispute / claim raised and not concluded by the Dispute resolution committee, the case will be forwarded to Arbitrator. The Arbitrator shall be select from the panel of NHA Arbitrators.
- (b) The OMC, if dissatisfied with the decision of the Adjudicator shall have the rights to serve Notice for Intension to commence arbitration within twenty eight (28) days of receipt of the Adjudicator's decision or within twenty eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case fails to give decision. The Adjudicator shall take place at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time. The arbitration proceedings shall take place at Islamabad and shall be conducted in the English language. The Award of the Arbitrator shall be final and binding upon both the parties.

10.10 Cooperation:

Each party shall diligently cooperate with the other in an effort to resolve disputes in the most fair and amicable manner possible, and shall perform such acts as may be necessary to obtain to prompt and expeditious resolution of the dispute. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this paragraph, incurs additional expenses or attorney's fee solely as a result of such failure to diligently cooperate, then the arbitrator court (**whichever is applicable**) may award such additional expenses and attorney's fees to the party giving such notice even if such party is not the prevailing party in the dispute.

10.11 Continuing Performance:

Following the occurrence of any Event of Default or alleged Even of Default, and continuing during any dispute resolution proceedings, each party shall continue to perform its duties and obligations under this Agreement unless otherwise agreed or otherwise directed by a court of competent jurisdiction.

10.12 Corrupt or Fraudulent Practices:

If the Operator has engaged in corrupt or fraudulent practices, in competing for or in executing the Agreement, the Employer may, after giving **14 (Fourteen) days'** notice to the Operator, terminate the Agreement. For the purpose of this Sub-Clause:

Corrupt Practice” means the offering, giving, receiving or soliciting of anything or value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Employer, and includes collusive practice among bidders **(prior to or after bid submission)** designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

ARTICLE-XI

OBLIGATION OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

11.1 Obligations:

Immediately upon expiration or termination of this Agreement, whether at the expiration of the Term or otherwise, the parties shall do the following:

- (a)** Promptly upon termination, the Operator shall submit to the Employer detailed information relating to each Sub-Operator and employee of the Operator performing work under this Agreement. This information shall be in sufficient detail so that
 - (i) The Employer will have the ability to contact each Sub-Operator and employee;
 - (ii) The Employer can easily determine the role or function of each in regard to the Operator's obligations hereunder; and
 - (iii) If it so elects, the Employer may engage each Sub-Operator or employee on substantially the same terms as each had been contracted by the Operator.
- (b)** Within **10 (Ten) days** after the Operator's submission to the Employer of the information described in subparagraph **(a)** the Employer shall notify the Operator, in writing, of each Subcontract **(including vending contracts)** and employment agreement with respect to which the Employer has or intends to exercise its right to succeed the Operator.
- (c)** Within **15 (Fifteen) days** after the Operator's submission to the Employer of the information described in subparagraph **(a)**, the Operator shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the Employer to the Operator as being agreements that it intends to assume.
- (d)** The Operator shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or liabilities and claims, arising out of the commitments or agreements to be cancelled. The Operator shall provide the Employer with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the Employer will have **(if it so elects)** a meaningful opportunity to assume outstanding Subcontracts and employee commitments or Agreements, any settlement shall be subject to approval by the employer.

11.2 Assignment:

The Operator shall incorporate a provision in all Sub-contracts that provide for assignment to the employer **(at the Employer's election)**, as more particularly required by **Paragraph 6.2** of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the employer, the Operator shall notify the Sub-operator of its consent to the assignment of the Sub-contract and execute and instrument assigning to the Employer in writing all of the Operator's rights, title and interest under any Subcontracts that the employer desires to assume. At the sole discretion of Employer, the employer may settle all claims arising out of the cancellation of the Subcontracts.

11.3 Completion of the Services:

If the Operator commits an event of default hereunder the Employer may appropriate or use any or all facilities and equipment being used by the Operator for the performance of the Services on the **"Risk"** and **"Cost of the Operator"** and may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which in the opinion of the employer, are required for the performance of the Services in an acceptable manner.

ARTICLE-XII

REPRESENTATION OF PARTIES

12.1 Status of the Operator:

The Operator represents to the Employer that it is an organization duly created under the laws of **Pakistan** and qualified to transact business in **Pakistan** and that it possess all permits necessary under applicable laws to authorize it to perform the Services.

ARTICLE-XIII

MISCELLANEOUS PROVISIONS

13.1 Waiver:

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other parties hereto. No waiver shall affect or alter this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

13.2 Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of Employer and its successors, permitted, assigns and legal representatives, and shall be binding upon and inure to the benefit of Operator and its permitted successor, assigns and legal representatives. In the event of any assignment of this Agreement in whole or in part by Employer, the term “**Employer**” as used in this Agreement shall be deemed to mean the assignee of Employer, and as such, the assignee shall have all rights accorded to Employer.

13.3 Time is Essence:

Time is of the essence of this Agreement and of the covenants herein set forth.

13.4 Designation of Representatives; Cooperation with Representatives:

- (a) The Employer and the Operator shall each designate an individual (**or individuals**) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the operations and maintenance required hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designation of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind the Employer or the Operator. Such representatives shall attend any settlement conference conducted in accordance with this Agreement.

- (b) The Operator shall cooperate with the Employer and all representatives of the Employer. The Operator shall provide such data, reports, certifications, and other documents or assistance reasonably requested by the Employer. The provision of such information shall not in any manner diminish the Operator's rights or obligation under any other provision hereof.

13.5 Gratuities:

Neither the Operator nor any of its employees, agents and representatives shall offer or give to an officer, official or employee of the Employer gifts, entertainment, payments, loans or other gratuities. Each of the employees and officer of the Operator and any Sub-Operators shall be obligated to pay the standard rate of all applicable tolls for use of the Roadways.

13.6 Conflict of Interest:

During the Term and for a period of contract thereafter, no board member, officers or employee of the Employer during his or her tenure shall have any direct interest in this Agreement or any direct or material benefit arising there from.

13.7 Survival:

The dispute resolution provisions set forth in **Article-X**, and all other provisions which, by their inherent character, sense and context are intended to survive the termination of this Agreement, shall survive the termination of this Agreement.

13.8 Limitation of Third Party Beneficiaries:

This Agreement shall not create any third party beneficiary hereunder, other than the Indemnified Parties, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof.

13.9 Permits, License, etc.

Throughout the terms, the Operator shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of services by the Operator, shall pay all charges, fees and Texas, and shall give all notices necessary and incidental to the due and lawful prosecution of the services, copies of required permits and licenses shall be furnished to the Employer upon request.

13.10 Governing Law:

This Agreement shall be governed by and constructed in accordance with the law of the Islamic Republic of Pakistan.

13.11 Notice and Communications:

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

- (a) All notices required or permitted by law or by this Agreement to be given to the Employer/Employer's Representative or the Operator shall be in writing and may be given by either personal delivery or by registered by or by recognized overnight courier service. Notices shall be sent to the parties at the addresses set forth below or at such other addresses, as the parties shall designate to each other from time in writing.

All correspondence with the Operator shall be sent to or as otherwise directed by the Operator the address for such communication shall be:

Company's Name _____

Official postal address _____

Contact # & Fax # _____

All communication to the **Employer** shall be sent to **Employer's Representative** at the address set forth as follows:

**General Manager (Revenue)
National Highway Authority,
27 Mauve Area G-9/1
Phone 051-9260190
Islamabad.**

- (b) Any notice or demand given, delivered or made by mail shall be deemed so give, delivered or made on the date of actual receipt. Notice sent by overnight courier service shall be deemed effective.

On the first business day after deposited with such services, with the fee paid in advance, Any notice demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given, delivered or made. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

13.12 Force Majeure

a) General

Force Majeure means an event which is not caused by and is beyond the reasonable control of either Party and whose occurrence could not have been reasonably foreseen at the date of this agreement by the exercise of due diligence and which makes performance of his Agreement impossible in the sense or mode contemplated by the

parties or so impractical as to be considered so impossible under the new circumstances, and includes, but is not limited to war, invasion, riots, insurrection, civil common, act of terrorism, unusual flood, major earthquake, volcanic activity, radiation or chemical contamination ionizing radiation, explosions, serious epidemics, or any act of God but do not include any event of manmade.

b) Notice of force majeure

If either party is unable to perform or fulfill any of its obligations under this agreement as a result of an event of force majeure, it shall give notice within three (03) days of the occurrence thereof to the other parties.

c) Termination due to force Majeure

Neither party shall by reason of such eventuality, be entitled to terminate this agreement nor shall either party have any claim for damages against the other in respect of such non-performance for delay in performance, and deliveries under and/or performance of this agreement 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 agreement is delayed by reason of any such eventuality for a period exceeding fifteen (15) days the parties shall meet and review in good faith the desirability and conditions of terminating this agreement.

13.13 Interpretation:

- (a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the stature or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (b) If the Operator discover material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Operator may immediately notify the Employer and request clarification of the Employer's interpretation of this Agreement.

13.14 Severability:

The invalidity or enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

13.15 Computation of Periods:

Reference to “**days**” contained herein shall mean calendar days unless otherwise specified; herein **(including the last date for performance or provision of notice “within” a specified time period)** falls on a Sunday or legal holidays, such act or notice may be timely performed on the next succeeding day that is not a Sunday or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

13.16 Headings:

The options of the sections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

13.17 Compliance with Laws:

The Operator shall keep fully informed regarding, and shall full and timely comply with, all laws, ordinance and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority that may affect those engaged or employed in the performance of this Agreement. The Operator shall observe all rules and regulations of health officials. The Operator shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous or dangerous to his or her health or safety.

13.18 Audits, Inspections and Testing:

The Operator shall permit **(at all reasonable times)** audits, inspections and testing of Emergency Call System desired by the Employer. Such audit, inspections and testing shall not relieve the Operator of any of its obligations under this Agreement.

13.19 Entire Agreement:

This Agreement , including the Appendix attached (If any) hereto, together with the **TOR**, proposal as accepted by the Employer plus its technical and financial contents on the basis of which Operator was selected plus agreements and commitments during negotiations and **SOP Manual**, constitutes the entire and integrated agreement between the parties hereto and super cedes and nullifies all

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

prior and contemporaneous negotiations, representation, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

ARTICLE-XIV

MODIFICATION OF THIS AGREEMENT WITH MUTUAL CONSULTATION

If the Operator advises the Employer or vice-versa, that any amendments, Modifications or revisions to this Agreement are necessary or desirable to satisfy requirements, the Employer and the Operator shall promptly satisfy requirements, the Employer and the Operator shall promptly consult as to any mutually acceptable action necessary or desirable under the circumstances and negotiate in good faith with a view toward amending, modifying and revising this Agreement in a mutually satisfactory manner.

ARTICLE – XV

PENALTIES

Failure of OMC to comply with the requirement as indicated in the TORs/Scope of Services of contract Agreement more particularly as per established performance indicators shall make him liable to the penalties as stated below:

- i. For non-performance with respect to any of the performance indicators as set out above and service levels defined in Scope of Services/TORs, the OMC shall be fined as given in Scope of services on per occurrence and after accumulation of ten (10) such occurrences the Contract shall be terminated along with forfeiture of guarantees.
- ii. Hiring and de-hiring of staff strictly be in accordance with the provisions of contract. In case of any violation salary of the concerned staff shall be withheld.
- iii) In case of violation to scope of services, TOR and conditions of contract, penalty as given in clause 15 of Bid Data Sheet shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.
- iv) Failure to response within specified time penalty as given in clause 15 of Bid Data Sheet shall be imposed per occurrence and black dot shall be recorded of every successive occurrence.

SECTION-V

**SAMPLE FORMS
&
ANNEXURES / APPENDICES**

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM
TILL THE PERIOD ENDING 30.06.2025.
FORM OF ENVELOPE LABEL

ORIGINAL BID + 01 COPY

WARNING: DO NOT OPEN BEFORE: _____

Contract Title: _____

Package: _____

Bid Opening Date: _____

To:

General Manager (Revenue)
National Highway Authority
27-Mauve Area, G-9/1, Islamabad

From:

Name of Bidder: _____

Address: _____

Phone Number: _____

Fax Number: _____

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

CONTRACT AGREEMENT

BETWEEN

NATIONAL HIGHWAY AUTHORITY (NHA)

AND

M/s.....

FOR

PROVISION, OPERATION, MANAGEMENT AND MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM

This AGREEMENT (hereinafter, together with the Articles and all the documents annexed hereto forming and integral part thereof, called **“the Agreement”**) **made this.....day ofin year** between the National Highway Authority, Ministry of Communications, Government of Pakistan, Islamabad. Represented for the purposes of these presets by Chairman, National Highway Authority his assignees, representatives or his successors hereinafter called **“the Employer”** of the one part and M/s.....**Pakistan**, hereinafter called **the OMC/Operator”** of the other part.

Notwithstanding such association, the OMC/Operator will be represented hereunder at all times, by **M/s.....**, which will retain full and undivided responsibility for the performance of obligations and the satisfactory completion of the services to be performed for the Operation and Management of Mobile Workshops Contract No._____.

WHEREAS the Employer is desirous that Services be rendered for the following services:

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM ARE AS FOLLOWS: -

- i. Fire Fighting Services (Annex-I)
- ii. Mechanized/Manual Sweeping/Cleaning of Motorway (Annex – II)
- iii. Rescue Services and First Aid (Annex – III)
- iv. Mobile Workshop and Recovery Vehicles (Annex- IV)
- v. Operation, Repair & Maintenance of Street Lights (Annex- V)
- vi. Incident Response Management (Annex- VI)

Now therefore the Employer and the OMC/Operator agree as under:

The OMC/Operator agrees to provide Toyota Hiace van as Ambulance (fully equipped) , Fire Brigade vehicle/ or any equivalent vehicle having same engine power or above and ensure that none of the vehicle will be CNG Operated.

The OMC/Operator agrees to provide Hyundai Shahzor vehicles/ workshops 1300cc or any equivalent vehicle having same engine power or above and ensure that none of the vehicle will be CNG Operated.

OMC/Operator will provide crew comprising Driver, Electrician & Mechanic in uniform for each shift of the Allied Services of MOTORWAY ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM. The

NHA

OMC

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

OMC/Operator will responsible to ensure availability of Allied Services (including Mobile workshop/Recovery vehicles, fire fighting vehicles, rescue/ambulance vehicles and concerned staff) all the time during the currency of the Contract.

The uniforms and living accommodation (for living of contractor's employees) will be the responsibility of the OMC/Operator.

Whereas, the contract is signed with the effective commencement date for services provided from the date of commencement for the said period as mentioned in the Article I to Article XIV. The Employer is desirous that services be rendered for **“PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM** at the agreed amount per month of Rs. _____ /- (for PERIOD ENDING 30th JUNE, 2023 from the date of commencement.

And whereas, the agreement consists of following documents construed in order of priority.

- Contract Agreement
- Letter of Invitation
- Letter of Acceptance
- Term of Reference (TOR), Institutional Arrangements & Basic Understanding between the OMC/Operator and Employer (NHA)
- Financial & Bid Forms,
- Articles I to XIV
- Addendum (if any)
- Appendices (if any)
- Any other documents forming part of Contract.

IN WITNESS whereof parties have executed this Agreement as of the day and year first above written.

For and on behalf of

National Highway Authority
Islamabad

(EMPLOYER)

Witness:

NHA

For and on behalf of

M/s _____

(OMC/OPERATOR)

Witness:

OMC

**PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-
PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM
TILL THE PERIOD ENDING 30.06.2025.**

NHA

OMC

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

**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 (Contractor) 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 said 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 find 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 Services).

NOW THEREFORE, if the Principal (Contractor) 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 90 days after the date of expiry of contract, upon fulfillment of conditions of contract and upon entire satisfaction of the Employer.

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

NHA

OMC

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defenses 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 (Contractor) has duly performed his 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)

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

(INTEGRITY PACT)

(To be attached with technical proposal)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Operator / Contractor: **[Seal]**

Signature:

NHA

OMC

SPECIFICATIONS FOR FIRE FIGHTING SERVICE

1. Firefighting vehicles = 12 Nos (02 (Two) Nos on each beat - total 6 beats (M-1- 04 & E-35-02 beats)
2. Fire extinguisher = 24 Nos (2 Nos with each vehicle filled with foam/Gas).
3. Fire fighting vehicle with capacity of 20,000-liter water along with pressure pump and extended length of 20-meter water throw pipe having 4-inch diameter. It must be kept in perfect condition 24/7 (365 days of year).
4. Each fire fighting vehicles with all necessary accessories = 2 Nos (Gas, Mask, Chemical, Foam/Gas, fire extinguisher etc.)
5. Total No of staff = 4 Nos per vehicles (Driver, Supervisor and 2 Nos. Fire Fighter) for one shift.
6. The response time should be 15 minutes on occurrence of incident.
7. Failure to response within specified time, penalty as given in clause 15 of Bid Data Sheet shall be imposed per occurrence and black DOT shall be recorded on each occurrence.
8. Each fire fighting vehicle will be operated for 24 hours in three shift of operation. One shift will be for 8 (eight) hours.
9. Incident Response Management (Rescue services and first Aid facility)
10. Provision of wireless sestets with chargeable batteries to related OMC staff, NH&MP and employer. The equipment be maintained 24/7.
11. Six (06) No. Fire fighting vehicles shall cover North side of ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM and other Six (06) No. firefighting vehicles shall cover South Side of ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM.
 - Example One Fire Fighting vehicle will cater for a distance of 40 Kms while stationed in the middle say 20 Km.

SPECIFICATIONS FOR MECHANIZED AND MANUAL SWEEPING/ CLEANING OF MOTORWAY

1. Mechanical broomers towed by the Tractor = 12 Nos *(02 (Two) Nos on each beat - total 8 beats (M-1- 04 & E-35-02 beats).*
2. Sweepers = 128 Nos.
3. One (01) No. broomer will cover 40 Kms length of motorway both North Bound & South Bound.
4. One (01) No. sweeper will cover 02 Kms length of motorway both North Bound & South Bound.
5. Staff for broomer Driver one (01) No. and Helper one (01) No.
6. Routine cleaning such as clearing of dirt from carriageway including shoulder, dykes, oil spills, dead animals or any other dangerous material from the surface of Motorway.
7. Cleaning/washing of road and cat eyes on daily basis.
8. Cleaning of carriageway (Motorway) immediately after Dust Storm / Rain
9. Remove the debris, dead animals and fallen trees immediately.

SPECIFICATIONS FOR RESCUE SERVICES AND FIRST AID (AMBULANCE)

1. Ambulance vehicles = 12 Nos (02 (Two) Nos on each beat - total 6 beats (M-1, 04 & E-35, 02 beats)
2. Toyota Hiace OR Equivalent (Model not older than 2018) for Ambulance.
3. Ambulance Accessories.
Following accessories, but not limited to, must be provided;
 - i) Portable and fixed suction apparatus with regulator
 - ii) Portable Oxygen apparatus capable of metered flow with adequate tubing.
 - iii) Oxygen supply and administration equipment
 - iv) Bag-valve mask
 - v) Airway and ventilation equipment
 - vi) Automated external defibrillator
 - vii) Immobilization Devices.
 - viii) Bandages
 - ix) Obstetrical Kit
 - x) Infection Control
 - xi) Injury – prevention equipment.
 - xii) Moveable Stretcher.
 - xiii) First Aid Box
4. Ambulance must be kept in excellent condition for 24/7 (365 days a year).
5. The response time should be less than 10 minutes from the time of occurrences of incident.
6. Failure to response with specified time penalty as given in clause 15 of Bid Data Sheet shall be imposed per occurrences with a black DOT recorded on each occurrence.
7. Each Ambulance will be kept operational in three (03) shifts of staff. One shift will be for eight (08)hrs.
8. Staff per shift required is driver=01, Nursing staff 01 and Medical Assistant = 01.
9. Six (06) Nos. Ambulance vehicles shall cover North side of ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM and other Six (06) Nos. firefighting vehicles shall cover South Side of ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM.
10. Provision of wireless sets with chargeable batteries to related OMC staff. The equipment be maintained 24/7.

SPECIFICATIONS FOR MOBILE WORKSHOP & RECOVERY VEHICLES

1. Mobile workshops = 12 Nos. (08 for M-1 & 04 for E-35)
2. Recovery Vehicles = 12 Nos. (08 for M-1 & 04 for E-35)
3. The detail of Mobile Workshops and Recovery Vehicles is as under:

S#	Description	No of Vehicles M-1 & E-35	Type of Vehicle	Model
1	Mobile workshops	04 M-1 & 02-E-35 for NB 04 M-1 & 02-E-35 for SB	Faw with hood or equivalent	Not older than 2018
2	Recovery Vehicles	04 M-1 & 02-E-35 for NB 04 M-1 & 02-E-35 for SB	Mazda or any equivalent	Not older than 2018

4. a. **Staff for Mobile Workshop per shift**

Designation
Driver One (01) No.
Auto Mechanic cum Electrician One (01) No.

4. b. **Staff for Recovery Vehicle per shift**

Designation
Recovery operator / Driver One (01) No.
Auto Mechanic cum Electrician One (01) No.

5. Each Mobile workshops & Recovery vehicle will cater for a distance of 40 kms M-1 & 50 kms E-35 while stationed in the middle say 20-25 Km.
6. Provision of wireless sestets with chargeable batteries to related OMC staff. The equipment be maintained 24/7
7. The following (Table 7.1) spare parts as well as any other equipment demanded by NH&MP authorities should be made available in **each Mobile Workshop & Recovery Vehicles** to make them beneficial for the commuters. (Refer TOR of this RFP)

**PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM
TILL THE PERIOD ENDING 30.06.2025.**

Table 7.1 DETAIL OF SPARE PARTS

S.#	ITEMS	QUANTITY
1	Tow Chain Set	01 No.
2	Battery Leads Set	01 No.
3	Ring Spanner Set	01 No.
4	Goti Set	01 No.
5	L-Key Set	02 different types
6	Jack (03 Tons)	01 No.
7	Hammer	03 different types
8	Long Goti Set	01 No.
9	Screw Driver Set	01 No.
10	Plainer Set	01 No.
11	Emergency Light	01 No.
12	Rocker Spanner Set	01 No.
13	Plug Spanner	01 No.
14	T-Set	01 No.
15	Electric Meter	01 No.
16	Emery Paper	Different Numbers
17	Grease	01 Cane
18	Silicone	03 Nos.
19	Filter Chain	01 Set.
20	Wire Roll	R roll
21	Elfy	03
22	Air Pressure Gauge	01 No.
23	Puncture Kit	01 No.
24	Air Compressor	01 No.
25	Radiator Pipe	06 Nos.
26	Player	02 Different Size
27	Cutter	01 No.
28	Ranch Small	01 Set.
29	Solution Tap	06 Nos.
30	Saw (Ari)	01 No.
31	Fuse, Bulbs, Belts	05 each of different type

OPERATION MANAGEMENT & MAINTENENCE OF STREET LIGHTS.

1. Street lights and poles installed at Interchanges, Entry/exit Ramps, loops and bridges.
2. Fused & broken lights and damaged poles be repaired and replaced immediately.
3. Cleaning of Lights once a month or as per requirement.
4. Switching 'ON' of lights at sun set as well as at the time of Poor Visibility (Fog, storm, darkness due to heavy clouding etc.) during 24/7.
5. Switching 'OFF' of lights during Good Visibility and sun rise 24/7.
6. Total interchanges are 11 (NB & SB) along with any interchange added later on. Lights on brigades are also included.
7. Height of each pole is 20 Feet (but not limited to).
8. Lift crane upto height 30 Feet with bucket.
9. No of staff per shift:
Driver = 01 No, Electrician = 01 No, Crane/lifter operator = 01No.
10. In case of negligence of non-operational of any light a penalty as given in clause 15 of Bid Data Sheet per occurrence will be imposed.
11. Staff must be kept available for 24/7 in three shifts per day. One shift will be for 08 hours.
12. Minimum number of Cranes 02.

SPECIFICATIONS FOR CRANE LIFTERS

1. Crane Lifter 15 Tons = 04 Nos. (02 Nos. for M-1 & 02 Nos. for E-35)
2. Crane Lifter 40 Tons = 02 Nos. (01 Nos. for M-1 & 01 Nos. for E-35)
3. The detail of Crane Lifter is as under:

S#	Description	No of Crane	Model
1	Crane 15 Tons	02 for North Bound 02 for South Bound	Not older than 2018
2	Crane 40 Tons	01 for North Bound 01 for South Bound	Not older than 2018

4. **Staff for Recovery Cranes per shift**

Designation
Driver One (01) No. each
Crane Operator cum Technician One (01) No. each

- i. Each 15 Tons Crane Lifter will cover a distance of 75 kms M-1 & 50 kms E-35 (NB/SB).
- ii. Each 40 Tons Crane Lifter will cover a distance of 40 kms M-1 & 25 kms (NB/SB).

SECTION – VI

FINANCIAL PROPOSAL FORM & BID FORM

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

Form 1B

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

BREAKDOWN OF SALARY RATES FOR STAFF OF ALL SERVICES

Sr. No.	POSITION	BASIC SALARY PER CAL. MONTH (1)	SOCIAL CHARGES (%AGE OF 1) (2)	OVERHEAD/ PROFIT PER PERSON SALARY (3)	ALLOWANCES (%AGE OF 1) (4)	SUB-TOTAL (5) (1+2+3+4)

Notes:

Item No.1: Basic salary shall include actual gross salary before deduction of taxes.

Item No.2: Social Charges shall include Operator’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee as required by labor laws.

Item No.3: Overhead shall include general administration cost, rent, clerical and security professional staff and business getting expenses, mobilization & demobilization costs etc.

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

Bill No. 1 (SALARY COSTS/REMUNERATION OF STAFF)

A. Staff for Fire Fighting Services

Item No.	Position	Number of Staff per shift per Vehicle	Total Number of Staff for 3x shifts & 12x Vehicles	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
1	Supervisor	01	36		
2	Fire Fighter	02	72		
3	Driver	01	36		
Total Salary Cost Per Month for three Shifts (Fire Fighting Services) Rs.					

B. Staff for Mechanized and Manual Sweeping/Cleaning of Motorway.

Item No.	Position	Number of Staff per Vehicle	Total Number of Staff for 12x Vehicles	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
1	Driver	01	12		
2	Helper	01	12		
3	Sweeper	128 (In all)			
Total Salary Cost Per Month for Sweeping and Cleaning Rs.					

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

C. Staff for Rescue Services and First Aid (Ambulances)

Item No.	Position	Number of Staff per shift per Vehicle	Total Number of Staff for 3x shifts & 12x Vehicles	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
1	Medical Assistant	01	36		
2	Nursing Staff	01	36		
3	Driver	01	36		
Total Salary Cost Per Month for three Shifts (Rescue Services/Ambulance and First Aid) Rs.					

D. Staff for Workshops and Recovery Vehicles

Item No.	Position	Number of Staff per shift per Vehicle	Total Number of Staff for 3x shifts & 12x Vehicles	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
For 12x Mobile Workshops (08 for M-1 & 04 for E-35)					
1	Driver	01	36		
2	Auto Mechanic cum Electrician	01	36		
Total Salary Cost Per Month for three Shifts (Workshops) Rs.					
For 12x Recovery Vehicles (08 for M-1 & 04 for E-35)					
3	Recovery operator / Driver	01	36		
4	Auto Mechanic cum Electrician	01	36		
Total Salary Cost Per Month for three Shifts (Recover Vehicles) Rs.					

E. Staff for Crane Lifters

Item No.	Position	Number of Staff per shift per Vehicle	Total Number of Staff for 3x shifts	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
For 4x Crane Lifter of 15 Tons					
1	Driver	01	12		
2	Auto Mechanic cum Crane Operators	01	12		
For 2x Crane Lifter of 30 Tons					
1	Driver	01	06		
2	Auto Mechanic cum Crane Operators	01	06		

E. Staff for Street Light Services

Item No.	Position	Number of Staff per shift per Vehicle	Total Number of Staff for 3x shifts & 02x Vehicles	Monthly Billing Rate per Employee Rs.	Total Staff Amount Per Month Rs.
1	Crane/Lift Operator	01	6		
2	Electrician	01	6		
3	Driver	01	6		
Total Salary Cost Per Month for three Shifts (street light services) Rs.					

Sub Total of Bill No.01 (A+B+C+D+E) Amount Rs.	
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Note: Staff requirement may increase/decrease as per actual site requirement with the specific approval of Member (Finance)/Concerned

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

Bill No. 2 (DETAIL OF VEHICLES)

Item No.	Description of Allied Services and Vehicles	Total Vehicles (No.)	Unit rate per month per Vehicle (Rs.)	Total amount (Per month) (Rs.)
1	Provision, Operation, Management and Maintenance of Fire Fighting vehicles with all accessories as per specifications at ANNEX-I.	12		
2	Provision, Operation, Management and Maintenance of Broomers with trolley with all accessories as per specifications at ANNEX-II.	12		
3	Provision, Operation, Management and Maintenance of Ambulances with all accessories as per specifications at ANNEX-III.	12		
4	Provision, Operation, Management and Maintenance of Mobile Workshops & Recovery Vehicles with all accessories as per specifications at ANNEX-IV.	24		
5	Operation, Management and Maintenance of Street Lights with all accessories as per specifications at ANNEX-V.	02		
6	Provision, Operation, Management and Maintenance of Crane Lifter with all accessories as per specifications at ANNEX-VII.	06		
Sub Total Bill No. 02 Amount Rs.				

Note: Vehicle requirement may increase/decrease as per actual site requirement with the specific approval of Member (Finance)/Concerned

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

Bill No. 3 DIRECT (NON-SALARY) EXPENDITURES PER MONTH FOR ALL SERVICES

Item No.	Description	Amount (Rs)	Remarks
1	Cost/ Rental of Furniture/Furnishings		
2	Cost of Office/Other Equipment & Office supplies: i. Computers and Accessories. ii. Photocopy Machines. iii. Transport Vehicles/ Rentals (including POL & Maintenance).		
3	Advisory Services and other similar Costs, if any		
4	<u>Insurances/Medical</u> a) Third party & other insurances as required. b) Medical/ Hospitalization, accident and travel insurance policy costs for Staff.		
5	Cost of Bonds and Securities.		
6	Taxes (all) Federal and Provincial as per Government of Pakistan Laws.		
Sub Total Bill No. 03 Amount Rs.			

BILL OF QUANTITIES FOR PROVISION, OPERATION, MANAGEMENT & MAINTENANCE OF AMBULANCE SERVICES, FIRE FIGHTING VEHICLE, SWEEPING/CLEANING AND MOBILE WORKSHOP & RECOVERY VEHICLES

SUMMARY OF COST OF OMC

(All costs on monthly basis)

Sr. No	Description	Amount per Month (Rs.)	Remarks
1.	Amount from Bill No. 01		From Form 2B
2.	Amount from Bill No. 02		From Form 3B
3.	Amount from Bill No. 03		From Form 4B
Grand Total (Rs.):			

Total Amount in Words _____

Name of Bidder: _____

Signature: _____

Stamp: _____

BID FORM FOR PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM 292.5 KMS

General Manager (Revenue)
National Highway Authority-HQ
27 Mauve area G-9/1,
Islamabad, Pakistan.
Phone: +92-51-9260190, Fax: +92-51-9261116

1. Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Provision, Operation and Management of Allied Services ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM in conformity with the said bidding documents as per following:

Rate Quoted by OMC per month (in Figures/ Words):

-
2. As a security for due performance of the undertaking and obligations of this bid, we submit herewith a Bid Security in the amount of **Rs. 5,000,000/-** drawn in your favor or made payable to you and valid for a period for twenty eight (28) days beyond the period of validity of Bid.
 3.
 - (i) *If more than one bidder, quote same bid, then lowest bidder will be decided on the basis of having higher score in the technical evaluation.*
 - (ii) *All forms (1B to 5B) be filled, signed/stamped and submitted with the bid, and the total amount mentioned in the said Forms be co-related with final bid price.*
 - (iii) *Staff salaries must meet minimum wages as per labor laws, otherwise bid will be treated as non-responsive.*
 4. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.
 5. If our Bid is accepted, we will promptly submit the Performance Security for the due performance of the Contract, in the amount and form as prescribed by the Employer in bidding documents.
 6. We agree to remain committed to this Bid for a period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause-3 of the

PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE OF ALLIED SERVICES ON ISLAMABAD-PESHAWAR MOTORWAY (M-1) 155 KM & HASSANABDAL-MANSEHRA EXPRESSWAY (E-35) 100+200 KM TILL THE PERIOD ENDING 30.06.2025.

IFB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

7. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other persons making a Bid for the Services.
10. We confirm, if our Bid is accepted, that all partners of the joint venture will be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Name of Bidder _____

Signature: _____

Stamp: _____