



NATIONAL HIGHWAY AUTHORITY
MINISTRY OF COMMUNICATIONS
GOVERNMENT OF PAKISTAN



BIDDING DOCUMENT

FOR

**OPERATIONS, MANAGEMENT & MAINTENANCE (OM&M) OF
14x ETTM TOLL PLAZAS AND COLLECTION OF TOLL
REVENUE ON NATIONAL HIGHWAYS ON PERCENTAGE
SHARING RATIO BASIS FOR THE PERIOD OF THREE YEAR
(FY-2022-2025)**

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NATIONAL HIGHWAY AUTHORITY

MINISTRY OF COMMUNICATIONS
GOVERNMENT OF PAKISTAN

INVITATION FOR BIDS (IFB)

PROVISION OF SERVICES FOR OPERATIONS, MANAGEMENT & MAINTENANCE (OM&M) OF 14x ETTM BASED TOLL PLAZAS ON NATIONAL HIGHWAYS AND COLLECTION OF TOLL REVENUE ON PERCENTAGE (%AGE) SHARING RATIO BASIS FOR FY-2022-25

1. National Highway Authority invites sealed bids on % **Percentage Sharing Ratio Basis** for subject services from bidders who can prove their qualification and eligibility as per requirement mentioned in Bidding Documents. The subject services will be hired for a **period of three (03) years ending 30.06.2025**. However, after every year performance of the operator will be evaluated as per condition of RFP and extension of contract for 2nd and 3rd year will be subject to satisfactory performance of the operator.

Bid Security (Rs)
5.0 Million

Region	Type	Toll Plazas	Nos.
Punjab North	ETTM	IMDCW (N-75) KM-17-800, Iqbal Shaheed (N-5) KM-1628+000, Harro (N-5) KM-1600+000, Mandra (N-5) KM-1505+000, Sanjani (N-5) KM-1560-000, Terraki (N-5) KM - 1470+500, Jhelum (N-5), KM 1429+900, Chenab SBC (N-5) KM - 1369 + 300, Qutbal KM-18+000 (N-80), Chenab NBC (N-5) KM-1368+100, Gujranwala (N-5) KM-1311+000, Okara KM-1117+500 (N-5)	12
Punjab South	ETTM	Khanbela KM 731+174 (N-5) , Harrapa KM-1079+800 (N-5)	2
Total :			14

2. Bidding will be carried out by adopting “Single Stage-Two Envelope” procedure.
3. Prospective Bidders are required to be registered with Pakistan Engineering Council (**PEC**) having valid certificate of **Category O-4 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 prospective bidder(s) who has been 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 can participate in this bidding process.
6. Bidding documents can be downloaded from NHA’s website www.nha.gov.pk. This advertisement is also available on PPRA Websites. The prospective bidders are advised to visit the site before submission of bids to have all site related information. No claim with respect to sit related issues will be admissible, at all, later on.
7. All prospective bidders are requested to submit, written confirmation (Power of Attorney) authorizing the person to submit the bid on his/their behalf. Written confirmation from owner/head authorizing the person as a signatory to Bid must also be accompanied with the **“Technical Bid”**.
8. Sealed envelope containing both Technical and Financial bids in separate envelopes shall be received in NHA Auditorium Islamabad on _____, **2022** till 1100 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 prospective bidders shall provide an undertaking as a mandatory requirement on stamp paper of Rs. 100/- duly notarized and attested by 1st class Magistrate stating 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.
10. In case of provision of wrong information as well as concealment of any relevant facts by the prospective bidder will be liable to face legal action as well as disqualification.
11. 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

II. INSTRUCTIONS TO BIDDERS

The detailed description of the assignment and its scope is given in the Bidding Document. Bidders may follow the following instructions for preparation and submission of bids.

1. General

- 1.1 Bidding is open to only operator firms who have a valid Registration with Pakistan Engineering Council as an “Operator” category O-5 or above. Anyhow, as per Employer’s Policy the operator firms registered with PEC in various Operator Categories are eligible to operate maximum number of toll plaza at a time as per following limit:

Operator Category	Work Limit (Eligibility to operate maximum number of toll plazas at a time)
	Max No. of toll plazas to be awarded
O-A	No Limit
O-B	10
O-1	08
O-2	06
O-3	05
O-4	04
O-5	03

- 1.2 Bidding is open to only operator firms who have a valid Registration with Pakistan Engineering Council as an “Operator” in category “O-5 & above” for the year 2022.
- 1.3 The bidders who are declared defaulter or debarred by NHA or blacklisted by any other Government Department are not eligible to participate in bidding process.
- 1.4 However, the firms whose case(s) is already in dispute, arbitration or sub-judice shall not be treated as defaulted, their cases will be decided on case to case basis with the approval of NHA.
- 1.5 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. You must fully inform yourself of local conditions and all factors related to subject services whatsoever and take them in to account while preparing the bid.
- 1.6 The Employer reserves the right to reject all bids or a Bid at any time prior to the acceptance of a Bid or Bids as per PPRA Rules.
- 1.7 Bidders are requested to submit the Bid for each Toll plaza independently/separately.

2. Documents Comprising the Bid

2.1 In addition to the Invitation for Bids, following documents are part of the bidding document and should be read in conjunction with any Addendum issued under Clause 2.4.

i.	Invitation for Bids
ii.	Instructions to Bidders
iii.	Bid Data Sheet
iv.	Qualification & Technical Bid Forms
v.	Schedule of Requirements
vi.	Conditions of Contract
vii.	Scope of Services
viii.	Appendices & Sample Forms
ix.	Bid Form
x.	Financial Bid Forms
xi.	Addendum (issued if any)

2.2 The bidders are required to carefully examine the contents of all the above documents. Failure to comply with the requirements of bid submission pursuant to Clause 11, bids substantially 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 following address:

Office of General Manager (Revenue),
28 Mauve Area, G-9/1, Islamabad.
 Ph: 051-9260190, Fax: 051-9261116

Employer will examine the request for clarification of the Bidding Documents, if received prior to the due date of pre-bid meeting or during the Pre-Bid meeting. Employer 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 / Bid shall remain valid for the period of One Hundred and Twenty (120) days after 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 an additional period of 62 days and total period of validity shall in no case be more than 182 days. 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 with the Financial Bid, as part of his bid submission, a Bid Security in the form as mentioned in Bid Data Sheet.
- 4.2 The Bid Security shall be at the option of the bidder can be in the form of Bank Draft OR Pay Order in favour of NHA Road Maintenance Account 1230-1 maintained with UBL RDF G-9/1 Islamabad, or a Bank Guarantee issued by a scheduled Bank in Pakistan in favor of the "Road Maintenance Account, National Highway Authority, Islamabad" valid for a period of twenty eight (28) days beyond the bid validity period of 182 days after the date of bid opening.
- 4.3 The Bid Security is required to protect the Employer against the risk of bidder's seriousness and 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 11.
- 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 firms will be discharged/returned as promptly as possible except for the top two ranked 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 pursuant to Clause 16 and signed the Contract Agreement, pursuant to Clause 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.
 - (iii) Failure to non-compliance with any condition stated in the BDS (Bid Data Sheet)

5. Format and Signing of Bid

- 5.1 Bidders are specifically directed that the O&M share entered on the Bid Form shall be exclusive of all taxes, duties, charges, levies, fees etc. and NHA shall not be responsible for any charge on any ground in accordance with the Bidding Documents.
- 5.2 All Bid documents including Technical Bid Forms, Bid Form, Financial bid Forms and Schedules to Bid are to be properly completed and signed by the bidders.
- 5.3 No alteration is to be 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.
- 5.4 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 specified. In the event of discrepancy between them, the original shall prevail.
- 5.5 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by an authorized person. 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 initialed and stamped by the person or persons signing the bid. Written Confirmation (Power of Attorney) authorizing the person to submit the bid. Written confirmation, authorizing the signatory of the Bid to sign the Bid must also be accompanied with the "**Technical Bid**".
- 5.6 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.
- 5.7 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 the employer will make all correspondence in connection with their bids on the address given therein.
- 5.8 Bidders should retain a copy of the Bidding Documents as their file copy.

6. **PREPARATION/SUBMISSION OF BIDS**

- 6.1 It will consist of two parts:

Part-I	Technical Bid Forms TF-1 to TF-6 (Attached)
Part-II	Financial Bid Bid Form and Forms FF-1 to FF-6 (Attached)

- 6.2 The bidder shall bid separately for each package containing two separate envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;

- i. The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion;
- 6.3 Each bidder shall submit his bid as under:-
- 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 COPY will be put in one sealed envelope and addressed/identified as given in the IFB.
- 6.4 The Bidder shall ensure that the outer envelope must contain the following information.
- a. Be addressed to the Employer at the address given in Invitation for Bid hereto.
 - b. Bear the contract name, Date of advertisement and Date of opening of Bid.
 - c. Provide a warning not to open before the time and date for bid opening.
- 6.5 The Bid shall be delivered in person or may be sent by registered mail at the address of the Employer as given in Bid data sheet hereto. Nevertheless no bid will be accepted after the time given in the IFB.
- 6.6 In addition to the identification required in Sub-Clause 6.4 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 OR declared non responsive.
- 6.7 If the outer envelopes 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 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.

Bidders shall bear all expenses incurred in the preparation and delivery of bids, which shall not be reimbursed by the Employer in any circumstances.

- 7.2 Bids submitted through any other mean specified herein shall not be considered.
- 7.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing a corrigendum in accordance with

Clause 2.6, in that case all rights and obligations of the Employer and the bidders previously subjected to the original deadline will thereafter be subjected to the deadline as extended.

8. Late Bids

- 8.1 (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 authorized representative or by mail.

9. Bid Opening and Evaluation

- 9.1 A committee comprising of nominated members by the Employer will open the bids in the presence of bidders' representatives, who choose to attend, at the time, date and location specified in the Bid Data Sheet.
- 9.2 The bidder's or their authorized representatives who are present shall sign in a register evidencing their attendance.
- 9.3 On the date of bid opening, only the envelope marked "TECHNICALBID" will be opened whereas the envelope marked as "FINANCIAL BID" will be retained in the custody of the Employer without being opened.

10. Clarification of Bids

- 10.1 To assist in the examination, evaluation and comparison of Bids the Employer may, at its discretion, ask the Bidder for a clarification of its Bid. The quest for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

11. Preliminary Examination 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) Valid copy of PEC registration in respective category up to 30-06-2022 as specified in the IFB is attached duly attested (original to be shown at the time of Technical bid opening).

- (ii) Bid Security of amount in form and format specified in the bidding document
 - (iii) The Bid is complete and does not deviate from the scope
 - (iv) No computational errors have been made
 - (v) Required securities have been furnished
 - (vi) The documents have been properly signed/stamped
 - (vii) The Bid is valid till required period
 - (viii) The Bid prices are firm during currency of contract
 - (ix) The Bidder is eligible to Bid
 - (x) The Bid does not deviate from basic requirements and
 - (xi) The Bids are generally in order.
- b. Moreover, the bid will 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) Bid Price is conditional.
 - (v) It is not accompanied with bid security
 - (vi) It is received after the deadline for submission of bids
 - (vii) Bid is submitted through means not specified in the bidding documents.
 - (viii) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents.
- 11.2 At the time of opening of Financial Bid, if the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be 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 as per Clause-11. 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:
- a. Which affects in any way the scope, quality or performance of the services

- b. Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations or
- c. Whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

The Employer's determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

- 11.4 A Bid determined as substantially non-responsive will be rejected and cannot subsequently be made responsive by the Bidder by rectification of the non-conformity.

12. **Detail Evaluation of Bids**

- 12.1 The Employer will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause 11 as per requirements given hereunder.
- 12.2 Bids will be evaluated on the basis of criteria mentioned hereunder:

12.3 PART-A: Qualification and Technical Evaluation

Criteria, sub criteria and point system for the qualification and evaluation of technical Bid is as under:

Sr. No.	Description	Score (Max.)
i.	Financial position for last three (03) years (TF-2)	20
	<p>Average Annual Net Worth > Rs 500 (m) 30 Rs 300 (m) – Rs 500 (m) 15 Rs 150 (m) – Rs 300 (m) 10</p> <p>Attach Audited Reports (including Financial Statements) for the last three years (2018-19, 2019-20 & 2020-21), duly audited and attested by a Chartered Accountant firm as per requirement specified in form TF-2 and signed by the operator.</p> <p>Note: i) Less than Rs.150 million shall bear zero score ii) In case of JV(Max 2 firms) minimum net worth will be determined as per following percentage; Lead partner 70% share Other partner as per his share in JV iii) In case of JV (Max 2 firms) NTN in favor of JV must be provided <i>* In case after winning of Contract and in bid NTN of each individual, Firms/Companies shall be required</i></p>	
ii.	<p>PEC Registration Certificate in accordance with ITB Sub-Clause 1.1 as under:</p> <p>i. O-A to O-B 15 ii. O-1 to O-2 10 iii. O-3 to O-4 05</p> <p><i>* In case of JV the scoring shall be only done according to PEC registration Category of lead partner whereas the other JV partner PEC registration shall not be scored any how the JV partner must be register with PEC in any Category of operations.</i></p>	15
iii.	<p>Applicant's relevant experience in managing/operating ETTM toll plazas to the required services and current commitments in hand in last 15 years (02 Marks/year)</p> <p><i>* In case of Joint Venture (JV) the specific experience of lead partner shall be considered.</i></p>	30
iv.	Bidder's Organizational Setup (TF-5)	10
	<p>a. Public Sector Entity/Company 10 b. Sole Proprietor / Firm 05</p>	
v.	Proposed staff and CVs of Key staff along with staffing plan & Qualification/Exp (TF-5A)	15
Total Points (Maximum):		100

Note: (The minimum qualifying technical score for consideration of financial Bid is 60 marks).

* The Criteria at Sr. No 2 to 5 shall be scored only for the lead partners.

2.5 PART-B: Financial Evaluation

- 12.5.1 Financial Bids of all the technically qualified firms will be announced and put to comparison process for award of contract on open competition basis, whereas, the financial Bid of the rest of the firms will be returned un-opened.
- 12.5.2 The financial Bid of the qualified firms shall be opened in the presence of the representatives of those firms, who chose to attend. The Employer shall inform the date, time and address for opening of financial Bid.
- 12.5.3 Quoted Monthly Minimum Guaranteed Revenue, and NHA & OMC Share and O&M charges shall be publicly announced to the attending representative of the firms. The evaluation committee shall determine whether the financial Bid is complete and without computational errors.

13. Award Criteria

- 13.1 Subject to Clause 14, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has been ranked highest in the financial Bid as per formula given below.
- 13.2 Following criteria will be used for bid price evaluation:

Evaluated Bid = **A** + (**B** x 10% x **C**) – (**D** x 36 months)

A: Guaranteed Bid, **B:** Quoted NHA Share, **C:** Reserve Price, **D:** Quoted O&M Charges

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. This process shall be completed in compliance with provisions of PPRA rules.
- 14.2 No negotiations with the bidder having been ranked as highest 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.

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 specify the O&M share which the Employer shall pay to the Bidder in consideration of the performance

of the the services by the successful bidder as prescribed in the bidding document.

- 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 requisites under bid Data Sheet including Performance Security by the successful bidder, the Employer will promptly notify the other bidders that their bids have been unsuccessful and will return their bid securities accordingly.

16. Toll Revenue Security and Performance Bond/Security

- 16.1 The successful bidder shall furnish to the Employer the Toll Revenue and Performance Security in the forms and the amounts stipulated in the Bid Data Sheet within a period of Fourteen (14) days after the receipt of Letter of Acceptance, which in no case shall be adjusted against Revenue.
- 16.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 16.1 or Clause 17 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security as well as his firm/company will be debarred for future participation in NHA's tendering process of toll plaza/weigh stations/police fine collection for a period of one year or more as deem appropriate by Tender Opening and Evaluation Committee.

17. Signing of Contract Agreement

- 17.1 Within fourteen (14) days from the date of furnishing of acceptable First monthly advance installment, Performance Security, Toll Revenue Security and Advance Tax receipt 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 returning it to the Employer.
- 17.2 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (02) 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 in same contract either by himself, or as a partner in a joint venture. A bidder who submits or participates in more than one bid in the same contract will be disqualified and bids submitted by him shall not be considered for evaluation and award.
- 18.2 The firm(s), who would be awarded with the contract for OM&M of toll plaza(s) and collection of toll revenue on National Highways shall not be eligible during currency of contract to participate in any subsequent bidding related to installation and operation of any electronic based system if it is to be installed on Manual Toll Plazas on National Highways.

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 performing the subject services.

This shall include but not be limited to the following:

- a. Inquiries on Pakistani Income Tax/Sales Tax/Surcharge or any other Levy imposed by the Government of Pakistan or by any Provincial and Local Government.
- b. All Taxes, Duties, charges, Levies etc shall be applicable to the bidder as per laws of the land.
- c. **All the factors which may affect the revenue collection like traffic trends, traffic mix, seasonal variations, mix of commuters, volume of exempted vehicles 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. Local Conditions

20.1 Bidder must verify and supplement by his own investigations all necessary information about site, traffic volumes, local conditions, volume of exempted vehicles (legal & illegal) etc. for the purposes of filling and submitting his bid and entering the contract.

21. Integrity Pact

21.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-D to Bid 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. Repair/Maintenance (Upkeep) works pertaining to toll plaza will be carried out by O&M Contractor as mentioned in RFP/bidding document.

23 Each bidder should submit a complete set of Bid documents (RFP) duly signed & stamped separately along with Technical & Financial proposal.

III. BID DATA SHEET

BID DATA SHEET

1. The name of the Assignment:

“OPERATIONS, MANAGEMENT & MAINTENANCE OF 14 x ETTM TOLL PLAZAS AND COLLECTION OF TOLL REVENUE ON NATIONAL HIGHWAYS ON PERCENTAGE SHARING RATIO BASIS FOR THE PERIOD OF THREE YEAR FY-(2022-2025).”

2. Name and address of the Employer:

Chairman

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

3. Employer’s representative

General Manager (Revenue) NHA HQ

4. Following officials are authorized on behalf of the Employer to make official communication regarding this bid/ contract:

- i. Member (Finance) NHA, 28-Mauve Area, G-9/1 NHA HQ Islamabad**
- ii. General Manager (Revenue) NHA 27-Mauve Area, G-9/1 NHA HQ Islamabad**
- iii. General Manager (Region Concerned) NHA**

5. The following Bidding Documents would form integral of this contract document in the following order of precedence:

- i. The Contract Agreement
- ii. The Letter of Acceptance
- iii. The completed Form of Bid (including Financial Bid Form)
- iv. Addendum/Corrigendum to Bid if any
- v. Bid Data Sheet
- vi. Scope of Services
- vii. Schedule of Requirements
- viii. General Conditions (Article I to XIII)
- ix. Appendices (if any)

6. The number of copies of Bid required: One Original & one copy.

7. The address for seeking clarification on the Bid:

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

8. The address for submission and opening of Bids: **NHA Auditorium 27 – Mauve Area G-9/1 Islamabad**
9. Pre-Bid Meeting: **Date & Time: 28th May 2022 at 1100 hrs**

Note: Reserve Price for Toll Plazas will be shared with the prospective bidders through minutes of Pre-Bid Meeting.

10. Deadline for submission of Technical & Financial Bids: **04th June, 2022 until 1100 hrs**
11. Opening of Technical Proposals: **04th June 2022 until 1130 hrs**
12. Opening of Financial Proposals of only Technically Qualified bidders. **Date to be communicated later on**
13. NHA designated Bank Account:
“National Highway Authority Road Maintenance Account 1230-1 UBL RDF G-9/1 Islamabad”
14. **Bid Security** in the form of Demand Draft, Pay Order or Bank Guarantee from any scheduled Bank of Pakistan to be submitted by Bidder alongwith Financial Bid in favour of NHA Road Maintenance Account No. 1230-1 maintained at UBL RDF Centre G-9/1 Islamabad as in the following amount:

Sr.	Toll Plaza	Bid Security Amount (Rs. In millions)
1	IMDCW	Rs. 05 Million for each toll plaza
2	Qutbal	
3	Iqbal Shaheed	
4	Chenab (South)	
5	Chenab (North)	
6	Harro	
7	Harrapa	
8	Jhelum	
9	Terraki	
10	Khanbela	
11	Mandra	
12	Sangjani	
13	Gujranwala	
14	Okara	

- 14.1 Photocopy of Bid Security in shape of CDR/Demand Draft/Pay Order shall not be acceptable along with the Bid and if any proposal was found in which photocopy of bid security in shape of CDR/Demand Draft/Pay order was attached the same shall be declared as non responsive instantly, and CDR/Demand Draft/Pay Order at that time shall not be accepted.

- 15(a) Amount of **Performance Security** on specified form and financial instrument acceptable to the Employer, in the form of cash / demand draft / pay order/Bank Guarantee in favour of NHA Road Maintenance Account 1230-1 UBL RDF Centre G-9/1, Islamabad as detailed in Clause 8.2:

Sr.	Toll Plaza	Performance Security Amount
1	IMDCW	Rs. 5% of the quoted bid price for the 1st year
2	Qutbal	
3	Iqbal Shaheed	
4	Chenab (South)	
5	Chenab (North)	
6	Harro	
7	Harrapa	
8	Jhelum	
9	Terraki	
10	Khanbela	
11	Mandra	
12	Sangjani	
13	Gujranwala	
14	Okara	

Validity: *Until 84 days after expiry of the contract*

- 15(b) Amount of **Toll Revenue Security** on specified form and financial instrument acceptable to Employer, in the form of cash / demand draft or pay order in favour of NHA Road Maintenance Account 1230-1 UBL RDF Centre G-9/1, Islamabad, as detailed in Clause 8.3 of Article VIII:

Sr.	Toll Plaza	Toll Revenue Security (Rs. In millions)
1	IMDCW	Equal to One month minimum guaranteed revenue in the 1st year
2	Qutbal	
3	Iqbal Shaheed	
4	Chenab (South)	
5	Chenab (North)	
6	Harro	
7	Harrapa	
8	Jhelum	
9	Terraki	
10	Khanbela	
11	Mandra	
12	Sangjani	
13	Gujranwala	
14	Okara	

17. **Period of Completion**

From Date of Commencement till **30-06-2022**.

18. NHA will not provide any boarding /lodging and 50% building premises to OMC for staff and 50% for NHA disposal.

19. **Criteria for responsiveness of bid**

Sr#	Requirements for responsiveness of bid
i.	Valid copy of PEC Registration of required category duly Attested
ii.	Validity of the Bid as per ITB
iii.	Signatures at designated places as per ITB
iv.	Timely submission

20. **i) Minimum Service Standards**

S. No	Item	Min. Service Standard
1.	Cleanliness of Toll Plaza and approach area	Just after Sunrise
2.	Switching off of lights	Just after Sunrise
3.	Switching on of lights	Just after Sunset
4.	NHA approved Uniform as per specification mentioned in Clause 2.0 Uniform Scope of Services	24/7
5.	Failure to follow the courtesy Book	24/7
6.	Availability of Clean Drinking Water electric water cooler with hot & cold arrangement with water filter on each Toll Plaza	24/7 on each site and side
7.	Sitting area for minimum 6 Persons on each Toll Plaza	1 per site on each side (NB&SB)
8.	Display of NHA Approved Toll Rates on each toll plaza	24/7
9.	Fire Extinguishers as per specifications	24/7
10.	First Aid Box / kit comprising minimum medicines as per specifications mentioned in Clause 8.0 of Scope of Services	24/7
11.	Fixed Assets will be inspected quarterly by NHA Staff	4 times
12.	Complaint Box with Paper and Pen shall be installed at each Toll Plaza.	24/7
13.	Staff on shift in approved Uniform of NHA	24/7
14.	Arrange Security at Site	24/7

15.	Running of ETTM system	24/7
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i) **Minimum Maintenance Standards**

1.	Painting of Toll plazas	Twice a year in month of Sept and March
2.	Painting of Plaza Building (including Mosque)	Once a Year in the month of Sept.
3.	Fixtures	Once a Year
4.	Repair of Toll Booths	Twice a year
5.	Painting of Toll Booths and Plaza building	Twice a year in month of Sept and March
6.	Beautification of Premises including lawns and other facilities	Throughout the Contract Period
7.	Cleanliness of Mosque	At Sunrise

21. **Penal Provisions/ Actionable Points**

Sr#	Incident	Penalty/Action
i.	Failure to maintain minimum service and maintenance standards as per Technical Form (TF-6) of bidding Document	As per Clause-3.11 of Article-III Conditions of contract
ii.	Failure to deposit revenue after grace period given in the Clause 3.11 sub clause (i) of COC	i) Contract will become liable for termination ii) Attachment of property/bank account ii) Recovery by DM as arrears of land revenue iii) Registration of criminal case for recovery of Government dues
iii.	Failure to deposit revenue on time	As per Clause-3.11 (i) of Article-III
iv.	Failure to upkeep ETTM system	Penalty will be imposed as per clause 3.11 (vii) of Article-III

22. **Criteria to judge the performance of contract**

Entire financial liability is discharged. All conditions of contract are performed to the satisfaction of Employer or its authorized representatives.

23. **Important Mile Stones**

Sr#	Event	Date
i.	Pre Bid Meeting	28 th May, 2022
ii.	Technical & Financial Bid Submission & Opening of Technical Bid	04 th June, 2022
iii.	Technical Evaluation	7 th June, 2022 (Tentative)
iv.	Financial Bid Opening	9 th June, 2022 (Tentative)
v.	Issuance of Letter of Acceptance	13 th June, 2022 (Tentative)
vi.	Commencement of Contract	01 st July, 2022 (Tentative)

24. **Commencement of Operations:**

i) Letter of Commencement shall only be issued to the OMC once he will demonstrate the required preparedness through physical verification of following items at site prior to handing/taking over:

- Electric Water Cooler and Filter at Site
- First Aid Box as per Specifications
- Complaint Boxes
- Uniform of Staff [6- times No of lanes for each season]
- Designation of Key Staff by NHA at site
- Letter of commitment from LEA or Hiring of Private Security Firm
- Fixtures operability like A.Cs, Bulbs etc.
- System's operability (If installed)
- Relaxation in above case shall only be given by Member (Finance)

25. **Provision of Insurance to Persons & NHA Property**

The OMC shall provide the insurance as per Clause 8.5 to 8.20 of Article VIII of Conditions of Contract

26. In case of imposition of penalty, black dot shall be recorded on specific order.
27. NHA during currency of contract will install "ETTM System" at no financial liability to OMC, for which OMC will have no objection.
28. The OMC will be responsible for operations of existing ETTM system. However, if NHA introduces any replacement / upgrade in the ETTM System then the OMC will operate the same at no additional cost to NHA. The OMC will facilitate NHA during installation of such system and no claims in this regard shall be entertained.
29. If cashless system is installed during currency of contract, then OMC will also be liable for operation of cashless lanes as per SOP to be issued by NHA without any additional cost. In such a case, the

monthly advance guaranteed revenue will be adjusted against collection through cashless lane(s).

30. Repair/Maintenance (Upkeep) works pertaining to toll plaza will be carried out by O&M Contractor as mentioned in RFP/bidding document.

IV. QUALIFICATION & TECHNICAL BID FORMS

TF-1

BIDDER'S INFORMATION AND PEC REGISTRATION

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name and status of each party: <i>[insert legal name of each party in JV]</i>
3. Share of Lead partner and other partner in Joint Venture (JV)
3. Bidder's actual Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name with CNIC Number]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are attested copies of documents of: <i>[check the box(es) of the attached documents]</i> Articles of Incorporation or Registration of firm named in 1, above. In case of JV, JV agreement duly notarized. In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law. CNIC of the Owner, Directors and of each partner. Registration Certificate with Pakistan Engineering Council.

TF- 2

FINANCIAL POSITION OF THE ENTITY/COMPANY/FIRM

Financial Statements/Audit Reports for the year (2019-20, 2018-19 and 2017-18) duly signed and attested by Chartered Accountant Firm and signed by bidder shall be provided.

Financial information	Historic information for previous years (Rupees in millions)		
	2020-21	2019-20	2018-19
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			
Average			

Audited Financial Statement must meet the Following Requirement:

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 (Minimum Partnership Firm with international affiliation) 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 (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.

3.	Individuals/Sole Proprietorship	<p>Licensed Cost & International Management Accountant auditing Firms enlisted and standards appearing on the list of applicable firms in ICMAP directory as Pakistan. at the finalization of procurement for organizations of net worth up to 10 million only. 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>	<p>Consistent and acceptable Accounting policies.</p>
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BIDDER'S REFERENCE

Relevant / Specific Services

Using in the format below, provide information on each reference assignment for which your entity/ company/firm, either individually or as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff provided by your Entity/Company/Firm (at additional sheet if required):
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff provided by Associated Firm(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

* Bidder will provide copies of Letter of Award and Completion Certificates.

Firm's Name: _____

Experience Record of the Entity/Company/Firm

A- General Experience Years

S. No.	Year	Project	Nature of Assignment	Name of Client
1-				
2-				
3-				
4-				
5-				

B- Two reference with Address and Telephone numbers

(1) _____

(2) _____

* Bidder will provide copies of Letter of Award and Completion Certificates.

**TECHNICAL APPROACH & METHODOLOGY PROPOSED
FOR OPERATION AND MANAGEMENT OF TOLL COLLECTION**

Please briefly describe here the approach on methodology plan for performing the assignment along with the total man months trade wise & logistics details to be provided at the project-site keeping in view scope of services and general conditions along with a check list of items to be performed and how these are planned to be performed from overall O & M perspective.

- Appreciation of Assignment:** List all tasks to be performed.
- Methodology:** How will the tasks be performed?
- Work Plan:** Given personnel strength “Fits into the work plan or methodology”.

ORGANIZATIONAL SETUP AND STAFFING PLAN

Please describe here the Organizational setup for performing the assignment along with the total man months trade wise & logistics details to be provided at the project-site keeping in view scope of services and general conditions including facility operations, maintenance and management with a check list of items to be performed and how these are planned to be performed.

- a) Organizational setup and staffing for Toll Collection
- b) Organizational setup and staffing for Revenue handling.
- c) Qualification and Competence of the Key/Proposed staff.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm: _____

Nationality: _____

Membership in Professional Societies: _____

(Membership of PEC is Mandatory)

9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].

11. Education

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained].

12. Employment Record

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and Client references, where appropriate].

13. Languages

[Indicate proficiency in speaking, reading and writing of each language: _____
excellent, good, fair, or poor].

14. Computer skills

15. Trainings/Courses

16. Assignment/Positions, completed/held with the Company

17. Certification

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Date: _____

Signature of Staff Member

Day/Month/Year

Verified by:

Authorized official from the firm

TF-6

The operator hereby undertakes that during the currency of the contract he would maintain the following minimum standards at each and every toll plaza. It is further acknowledged that the operator fully understands that failure to maintain minimum standards would result into imposition of penalty.

a) Minimum Maintenance Standards

Painting of Toll plazas	Twice a year in month of Sept and March
Repair of Building	Once a Year
Painting of Plaza Building (including Mosque)	Once a Year in the month of Sept. – Dec.
Fixtures	Once a Year
Repair of Toll Booths	Whenever required
Painting of Toll Booths	Twice a year in month of Sept and March
Beautification of Premises including lawns and other facilities	Throughout the Contract Period
Cleanliness of Mosque	At sunrise and sun set

Minimum Service Standards

S. No	Item	Min. Service Standard
1.	Cleanliness of Toll Plaza and approach area	Just after Sunrise
2.	Switching off of lights	Just after Sunrise
3.	Switching on of lights	Just after Sunset
4.	NHA approved Uniform as per specification mentioned in Clause 2.0 Uniform Scope of Services	24/7
5.	Failure to follow the courtesy Book	24/7
6.	Availability of Clean Drinking Water electric water cooler with hot & cold arrangement with water filter on each Toll Plaza	24/7 on each site and side

7.	Sitting area for minimum 6 Persons on each Toll Plaza	1 per site on each side (NB&SB)
8.	Display of NHA Approved Toll Rates on each toll plaza	24/7
9.	Fire Extinguishers as per specifications	24/7
10.	First Aid Box / kit comprising minimum medicines as per specifications mentioned in Clause 8.0 of Scope of Services	24/7
11.	Fixed Assets will be inspected quarterly by NHA Staff	4 times
12.	Complaint Box with Paper and Pen shall be installed at each Toll Plaza.	24/7
13.	Staff on shift in approved Uniform of NHA	24/7
14.	Arrange Security at Site	24/7
15.	Running of ETTM system	24/7

Date: _____

Authorized Signatory

Day/Month/Year

V. SCHEDULE OF REQUIREMENTS

A. REVENUE COLLECTION

- i. The OMC will deposit revenues as per following mechanism:
 - a. **Monthly minimum guaranteed amount will be deposited in advance to NHA on monthly basis.**
 - b. On the end of each month, OMC and Technical Support Provider (TSP) staff will sign a Monthly Management Report (MMR) reflecting declared revenue as per ETTM System and amount over and above the monthly minimum guaranteed. **This over & above amount will be deposited to NHA within 1st week of successive month.**
 - c. The OMC will raise an invoice on monthly basis to claim the OMC share and O&M Charges as given at para 2 and 3 above.
- ii. All prevailing taxes, duties and levies of the Government shall be deducted from the OMC as per applicable law(s) of the land.
- iii. OMC to ensure the continuous operations of revenue collection 24 hours a day, seven day a week and 365 days a year with the help of implementing a comprehensive & fool proof backup power supply mechanism through its own resources.
- iv. Real time monitoring of traffic processed at each toll plaza as well as in any lane and data thereof shall be furnished.
- v. Ensure optimized operations of system already installed at the toll plazas.
- vi. OMC shall be responsible to take all necessary measures to control leakage/pilferage of revenue and NHA shall bear no responsibility for reduction of revenue for any reason whatsoever.

B. ADDITIONAL COSTS TO BE BORNE BY OMC

- i. Running and maintenance costs associated with all types of utilities including electricity connections for toll plazas, interchanges, ramps of toll plazas, accommodation, display boards, water, gas etc. OMC will only responsible for repair, maintenance, replacement of new street lights, Distribution Boxes, Cables, switches, poles and all related items in case of damage which is beyond repair or theft. However, utility bills of Road/Street Lights shall be paid by NHA. Nevertheless, OMC shall be responsible for payment of utility bills of its own offices, accommodations etc at site.
- ii. Running (Diesel, Petrol & Oil etc.) and maintenance cost of standby generators installed at all toll plazas, any backup arrangement and all other facilities provided to the OMC for the purpose of performing under this contract.

- iii. Repair/maintenance (upkeep) of NHA facilities handed over to OMC for performing services under this contract as per minimum maintenance standards set out in Bid Data Sheet.

VI. CONDITIONS OF CONTRACT

ARTICLES I TO XIV

ARTICLE I

1.0 INSTITUTIONAL ARRANGEMENTS

Employer:	Chairman National Highway Authority (referred as “NHA” hereinafter)
Employer’s Representative	Member(Finance)/ General Manager (Revenue)/ GM (Region) for Operations, the NHA’s representative duly nominated by the Chairman NHA.
Operations & Management Contractor (OMC):	The Contractor appointed, pursuant to this Agreement for Operations, Management & Maintenance of ETTM Toll Plaza and Collection of Toll Revenue on National Highways to undertake tasks assigned in Scope of Services as service provider/operator.

THE EMPLOYER’S ROLE AND OBJECTIVES

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

THE PROGRAM DESIGNER’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 Financial criteria and ensure operations of toll collection in most efficient and effective manner within available resources.

SERVICE PROVIDER’S ROLE AND OBJECTIVES

- Collection of tolls at toll plazas on behalf of NHA and depositing the 100% revenue as per cash declared by ETTM in designated banks as approved by the NHA.
- Exercise administrative control of buildings, maintain and keep functional the ETTM system, backup UPS batteries, generator and other assets of NHA including all equipment, street lights, mosque, washrooms/toilets, machinery, utilities, installations, ancillary facilities within the Toll Plaza premises in a manner consistent with standards as set out under this agreement.
- The Service Provider shall carry out all the works in line with the overall policy of the Employer and in accordance with the agreed programs as per Scope of Services.

- The Service Provider's Scope of Services related to various aspects of the contract is given in more detail in the Agreement and Appendices.
- OMC shall prepare the detailed SOPs for the services to be performed under this contract and get it approved from the competent authority with in thirty (30) days of the effective date.

PURPOSE OF AGREEMENT DEFINITIONS

1.1 PURPOSE; INCORPORATION OF SCOPE OF SERVICES

- (a) The Scope of Services together with this Agreement, sets forth the terms and conditions for the provisions of operation and management services for motorways more particularly set forth herein or in the scope of services etc.
- (b) All terms and provisions of the Scope of the Services are incorporated by the provisions specifically set forth in this Agreement and those set forth in the Scope of Services 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 Scope of Service and terms specifically set forth herein then, unless otherwise specifically provided herein or in the Scope of Services, the terms of this Agreement shall prevail and take precedence over the terms of the Scope of Services to the extent necessary to resolve such conflict.

1.2 DEFINITIONS

All capitalized terms used herein shall have the meanings assigned to them in **Appendix-A** enclosed with SOS as supplemented and modified by the Scope of Services to the extent there is no conflict. Any capitalized terms used herein and not defined in **Appendix - A** shall have the meanings assigned to them herein.

ARTICLE II

GENERAL

2.1 SCOPE OF SERVICES

2.1.1 Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement throughout the Term of this Agreement (as herein defined), OMC shall provide all management, supervision, labor, materials, necessary administrative & technical support and spare parts to perform the Services described in the Scope of Services. (the foregoing, being referred to herein as “Services”), all in accordance with the criteria set forth in the provisions of this Agreement including all appendices.

2.1.2 Risk and Cost

Upon failure of OMC to fulfill any obligation(s) under the contract the same work shall be executed by NHA at OMC’s risk and cost.

2.1.3 The scope of work and the obligations of OMC shall include but not be limited to the following:

- a. Provision of operation, management and maintenance (upkeep) services with regard to the toll plaza ETTM system and allied facilities
- b. Collection of toll as per approved prevailing toll rates approved by NHA. OMC will timely deposit monthly minimum guaranteed amount and cash declared by ETTM system over and above guaranteed amount.
- c. Toll collection will be carried out in three (03) shifts each of eight (08) hours.
- d. The OMC shall be responsible for arranging facility like residence & meal for Technical Support Staff deputed at toll plaza duly approved by NHA for of ETTM system and associated tasks. The O&M charges shall be inclusive of the said expenditures
- e. The OMC shall provide sufficient stationery for daily & monthly reporting (Inclusive of printer toners, papers etc.) to the ETTM technical staff deputed at toll plaza for activities related to the operation of the Toll plazas.
- f. The OMC shall be responsible to maintain a minimum stock of spares as per NHA direction for up-keeping the ETTM system as per NHA standard.
- g. If the OMC fails to provide and replace the faulty part/item associated to the ETTM system within 3 x days of incident, the NHA will have the rights to replace that faulty part at the cost and

risk of OMC. The cost so incurred may be deducted from the performance security of the OMC.

- h. Purpose of running the system is to have real traffic data necessary records to evaluate potentials related to revenue and road maintenance requirements. The OMC shall extend his cooperation for preparation of Monthly Traffic Reports (MTRs) prepared by Technical Support Staff deputed at sites. Incase of failure, the Performance Security of the OMC can be forfeited.
- i. The OMC shall be responsible to take extensive care of CCTV Cameras and its associated equipment installed at ETTM toll plazas and connected with NHA HQ.
- j. The OMC will ensure that the staff deputed in the toll booths is classifying the vehicles properly through Toll Collection Keyboard installed for the purpose. In case of failure or diligent misclassification from in terms of Vehicle Category and Payment Type i.e. Cash or Exempt, a penalty of Rs. 30,000/- shall be imposed on every 100 incidents recorded/observed through ETTM system.
- k. Supply of labour, materials, equipments and other resources necessary for the performance of the above Services;
- l. Performance of the Services in a manner that will promote harmony and accord between OMC and other contractors rendering various services on the Project Site;
- m. Cooperation with the NHA and any authorized person(s) or entity acting on NHA's behalf, with regard to the transfer of the Project Site to the NHA or any person(s) or entity nominated by the NHA upon expiry or early termination of this Agreement;
- n. Provision of first aid to affectees at a scene of accident on the Project Site;
- o. OMC will carry out all the repair/maintenance works pertaining to the toll plaza likely but not limited to Lane area, electrical installations, generators, canopy lights, canopy, toll booths, road lights, Air conditioners, UPS, batteries, etc. handed over to the OMC for performing the services and allied facility;
- p. OMC will also responsible for 24/7 power supply to the toll plaza by WAPDA or running standby generator for the Toll Plaza. POL and maintenance of generator shall also be the responsibility of OMC throughout the contract period as per manufacturer's manual.
- q. In case of damage to NHA assets due to some accident or any untoward situation, OMC shall be responsible for bearing all the costs pertaining to the repair of assets and bringing it into the excellent condition for operations. However, any damage beyond the contract of OMC due to any unforeseen cause or major repair / rehabilitation / renovation shall be undertaken with NHA for

approval on case to case basis". (This clause is applicable on both Manual & ETTM toll plazas)

- r. Payment of all utilities and other expenditure incurred in providing Services pursuant to this Agreement;
- s. Compliance with all instructions and directions of NHA, as provided from time to time; and Compliance with all the provisions of this Agreement.
- t. Canopy lights, road lights fixed on entry/exit ramps will be repaired and made operational by the OMC upon taking over and shall be maintained in operational condition all the time. OMC shall replace furniture/fixtures rated as damaged upon taking over as well as in the currency of Contract.
- u. In case NHA introduces any Cashless payment facility like smart card, E-Tag etc. in any lane of toll plaza within the currency of contract, then OMC will be liable to run and operate the same. OMC will be bound to follow the SOP issued by NHA in this regard.
- v. A comprehensive Complaint Management System (CMS) will be introduced to improve service to the commuters. The OMC shall be required to adhere to SOP as and when implemented.
- w. OMC will ensure provision of Computerized Toll Receipts to the commuters

2.1.4 In carrying out its obligations, **OMC represents and covenants** that:

- a. The Toll Plaza and all its lanes will be operated non-stop for twenty-four (24) hours a day throughout the contract period;
- b. OMC shall, within 14 days from the date of commencement, provide the Employer with a list of names and details of its entire staff in the form set out in Appendix B. The OMC shall provide revised lists in the event of any change;
- c. All staff members and employees of OMC deputed to and working at the Project Site shall have such minimum educational qualifications as specified in Form 2 B and shall have received security clearance from such police station as may fall within the local limits of their permanent address. The OMC shall cause all such staff members and employees to be registered at the police station within the local limits of the Project Site.
- d. No person other than the list provided to NHA shall be allowed to access or stay at NHA facilities and will be taken as un-authorized;

- e. NHA has the right to enter upon the facilities and inspect the assets and personnel any time;
- f. OMC is bound to immediately remove any un-authorized person at the directions of NHA;
- g. All employees deputed by OMC at the Project Site shall at all times be in proper uniform as approved by the NHA;
- h. Work timings for the Project Site staff shall be eight (08) hour/shift;
- i. Majority of the Project Site staff may be employed from the surrounding areas of its locality;
- j. The Project Site along with its equipment and structure shall be kept and maintained in good and clean condition at all times;
- k. Suitable and well-organized security arrangements shall be provided at the Project Site and its surrounding area for the safety of NHA assets and commuters;
- l. There are no proceedings pending or threatened for the liquidation of OMC or that could materially or adversely affect the performance by OMC of its obligations under this Agreement;
- m. This Agreement has been duly authorized, executed and delivered by it and constitutes the irrevocable, legal, valid and binding obligation of it.
- n. That no attempt of tempering with ETTM system like blocking the sensors, placing any metal object on loops, applying tapes, etc. to conceal the data/traffic/facts will be made.
- o. Standby generators will be maintained as per following:-

Replacement

- i. Mobil Oil (Delo Gold 15W40) Every 150 Hours.
- ii. Oil Filter (Cummins) Every 150 Hours.
- iii. Fuel Filter (Cummins) Every 150 Hours.
- iv. Radiator Coolant Every 250 Hours.
- v. Air Filter (Cummins) Every 500 Hours.
- vi. Batteries As required.

General Service

Immediate after taking over and after every 500 Hrs.

- p. That close liaison with the WAPDA authorizes will be maintained and persisted during currency of contract to precisely know about schedule of load shedding, if any.

- q. That support staff deputed on toll plaza will be given free and unhindered access in lanes, toll booths and control room round the clock.
- r. All incidents generated in the system due to some discrepancy shall be accurately and diligently cleared by OMC staff.

2.2 COOPERATION WITH OTHER CONTRACTORS

- (a) From time to time during the Term, NHA may award or execute other contracts relating to its ownership, operation or maintenance of the facilities on motorways. Such contracts may be executed with respect to work currently defined as part of the Services, if this agreement is terminated with respect to such work, whether for reasons of default of OMC hereunder, Termination for Convenience (as defined in Paragraph 2.4) or otherwise. OMC Shall fully cooperate with the NHA 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 OMC, NHA and the other contractors. OMC 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 contractor of NHA.

2.3 SERVICES TO BE PERFORMED

- (a) The Services to be performed by OMC shall be performed solely within or with respect to the National Highways as defined in subparagraph (b). OMC shall have no rights or obligations to perform any work or Services outside the geographical limits of the National Highways.
- (b) For purposes of this Agreement, the term “National Highways” shall mean and include the OM&M of ETTM Toll Plazas on National Highways as mentioned in Invitation for Bids (IFB) and road furniture.

2.4 TERMINATION FOR CONVENIENCE OF NHA

- (a) NHA shall have the right at any time and from time to time during the Term, and for any reason whatsoever in NHA’s 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”). NHA may exercise its right of Termination for Convenience by furnishing to OMC written notice of its intention to do so, which notice shall specify the Services that NHA has intended to remove from the scope and operation of this Agreement, the Termination for Convenience as to such Services shall be effective thirty (30) days following the date of such notice. Thereafter all references herein or in the Scope of

Services to “Services” shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by OMC hereunder.

As of the date upon which a Termination for Convenience is effective, NHA shall reduce the contract amount, so as to omit payment for those elements of work and Services as to which NHA exercised its right of Termination for Convenience.

- (b) In no event shall Termination for Convenience be deemed a default by NHA under this Agreement or the Scope of Services. Nevertheless NHA recognize that a Termination of Convenience will cause temporary but adverse financial consequences upon OMC. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by OMC would be impossible to predict at the time of execution of this Agreement. Therefore, the parties agree that a termination fee will be paid by NHA to OMC upon the occurrence of any Termination for Convenience, which termination fee is a fair and reasonable estimate of the adverse economic consequences that will be sustained by OMC. The termination fee shall be computed in the following manner;
- (c) O&M expenditure for one month of that particular time, when the termination for convenience is invoked by NHA.
- (d) In the event of a termination of convenience by the Employer, the Employer shall pay to the OMC a Termination Fee, which shall be equivalent to the 5% of the O&M Expenditure for the balance contract period.

2.5 OWNERSHIP OF DOCUMENTS, INVENTIONS AND COPYRIGHTS

- (a) NHA is and shall remain the sole owner of all rights (including copyrights, trademarks, patent rights and other intellectual property rights) with regard to the SOP Manuals (as herein defined), the system and all plans, documents, software, data and items developed with respect to the design, construction, or installation of the system or in the performance of this agreement.
- (b) Information generated in connection with this Agreement shall be the property of NHA. OMC shall not transfer, disclose or otherwise use such information for any purpose than in performance of its duties hereunder without NHA’s prior written consent, which may be withheld or granted in the sole discretion of NHA.

2.6 APPLICABLE LAWS AND REGULATIONS

OMC shall perform services in compliance with the standards and requirements set forth in the SOP manuals, applicable laws, rules, statutes, regulations and good business practices.

ARTICLE III

DURATION OF AGREEMENT AND EFFECTIVE DATE

3.1 DURATION OF AGREEMENT

The time period of this Agreement (the “duration”) shall be till 30-06-2025 measured from the Effective Date (as defined in 3.2). However, the extensions to 2nd (FY 2023-24) or 3rd (FY 2024-25) years subject to satisfactory performance of the operator.

OMC is bound to continue the operation under same terms and conditions till such time a specific order is issued by NHA to handover the plaza to some other person. Mere completion of contract period would not be a reason to windup the operations at site.

3.1.1 In case NHA revises/rationalize toll rates then the O&M share will be revised as per following arrangements:

i. If traffic count at the time of bid is available, then the revised toll rates will be applied on the initial traffic count and minimum Guaranteed Bid will be revised on pro-rata basis giving due consideration to the effect of date of revised toll rates.

OR

ii. In case of no traffic count then average toll rates increase in all categories of vehicles will be applied to the quoted minimum Guaranteed Bid on pro-rata basis giving due consideration to the effect of date of revised toll rates

3.2 EFFECTIVE DATE

The effective date on which OMC shall commence the toll collection as mentioned in the letter of commencement to be issued after signing of agreement.

3.3 REVENUE SHARE

The OMC will deposit monthly guaranteed revenue in advance. On month end, Monthly Management Report (MMR) will be prepared by OMC and TSP reflecting Revenue Declared as per ETTM System. The OMC will deposit the over & above amount in NHA designated account.

OMC will be eligible for payment of OM&M Charges & OMC Share upon submission of monthly invoice by 7th of each successive month.

3.4 KEY PERFORMANCE INDICATORS

NHA will evaluate the performance of OMC based on clauses spelled out in Scope of Services in Article II.

3.5 Toll Rates

3.5.1 OMC shall ensure that the toll rates approved and notified by NHA are charged without a single violation throughout the year. The toll rates against the various categories of vehicles are enclosed as **Annexure-A** to this bidding document. If toll rates are changed by NHA during the currency of contract, then the Monthly Guaranteed Bid amount shall be adjusted on pro rata basis accordingly.

3.5.2 NHA may increase the toll rates with the approval of National Highway Executive Board as and when deem appropriate.

3.6 KEY PERFORMANCE INDICATOR:

The following key performance indicators are being established, in which the performance of operator/management contractor shall be monitored by NHA:

3.6.1 TOLL OPERATIONS:

- a) 24 hours a day, 365 days a year, round the clock ETTM system shall be kept operational, all toll booths shall be manned & toll lanes shall be kept operational. No lane(s) shall be closed for more than two (02) hours in twenty four (24) hours, provided that prior information is given to NHA for necessary repairs, if needed to be carried out.
- b) Well trained and qualified staff will be provided for performing the services.
- c) All shifts will be closed in ETTM system promptly upon completion.
- d) All incidents generated in ETTM system will be accurately and promptly cleared by the OMC staff.
- e) Standby Generator/UPS along with batteries will be maintained and provided as described in scope of Services.
- f) Prevailing Toll Rates of NHA shall be prominently displayed at the toll plaza for convenience of commuters and should also be visible during the night.
- g) Only toll collection staff & security staff shall be allowed at toll collection booths, no other person should be seen with in toll booths.
- h) No guests shall be allowed to meet the toll collection staff at site during operations.

- i) Healthy and safe working environment shall be ensured in and around the toll booths, toll lanes and toll plaza offices.
- j) All staff on duty shall wear the uniform duly approved by NHA.
- k) The name, CNIC numbers of toll booth operator and contact numbers of key administrative staff of OMC and NHA officers will be displayed on the toll booth for public information during duty hours.
- l) All facilities of NHA shall be kept in tidy condition all the times.
- m) Courteous behavior will be maintained with commuters. Commuters shall be properly greeted upon approaching and leaving the toll booth.
- n) Insurance coverage as required under this agreement shall be properly maintained by the OMC against any loss except exclusions.
- o) Commuters will be provided with the services like drinking water in disposable glasses, neat and well maintained wash rooms, ablution, prayer place and first aid.
- p) Canopy lights, Road Lights fixed on entry/exit ramps will be repaired and made operational by the OMC upon taking over and shall be maintained in operational condition all the times.
- q) Safety measures will be ensured in case of fog and in hours of low visibility.
- r) Energy conservation policy of Government of Pakistan as conveyed from time to time will be followed in true spirit.
- s) 100% revenue of all toll plazas as declared by ETTM system shall be deposited in the NHA's designated bank account. Failure to deposit the due amount within time shall invoke 3.11 (i) of Article-III deemed to be material breach of contract.
- t) OMC has to maintain minimum service and maintenance standards as per TF-6 and BDS.
- u) OMC is bound to continue the operation under same terms and conditions till such time a specific order is issued by NHA to handover the plaza to some other person. Mere completion of contract period would not be a reason to windup the operations at site.

3.7 ASSET INVENTORY, BALANCE SHEET, TAX STATEMENT, PROFIT/LOSS STATEMENT, INCOME/EXPENDITURE STATEMENT

The OMC and NHA shall jointly develop detailed asset inventory and its current value and condition. OMC will adjust value of asset with every improvement or further additions to the asset. OMC shall replace the furniture/fixtures rated as damaged upon taking over, which will become property of NHA.

OMC shall operate and manage the toll plaza and administrative control buildings and other assets of NHA with an objective of increasing the asset value or, at minimum, conserving the asset at its value of the 1st year of operations, after improvement in future years.

On completion of the contract, all the assets shall be handed over to the NHA or new OMC by performing a joint assets inventory.

3.9 MANAGEMENT

- a. The management, operational & security staff to be available at site at all times throughout the year.
- b. Preparations, updating and keeping of documentations, SOP's and record as mentioned in Scope of Services.
- c. Daily toll operation Management Reports.
- d. Incidence reports.
- e. Toll plaza status reports.
- f. Management check list.
- g. Compilation of daily report.
- h. Shift attendance reports duly certified by shift in-charge & signed by Manager Operations.
- i. Security of all facilities, manpower, material & NHA revenue.

3.10 MAINTENANCE:

3.10.1 The OMC shall maintain toll plazas, including toll booths, generators, UPS, tolling lanes, barriers, ramps, toll plaza Admn. buildings, its premises, other allied buildings, residential buildings of OMC and road furniture, all electrical, plumbing, water supply, toll plaza lights and canopy lights, signboards etc round the year clean & tidy

3.10.2 The OMC shall beautify the toll plazas and allied facilities of motorways& maintain such beautification throughout the year ensuring healthy environment.

3.10.3 Each maintenance carried out at site shall be physically verified and inspected by both the D.D (Maint.) and D.D (Rev.)

3.11 PENALTIES:

Failure of OMC to comply with the requirement as indicated in the Scope of Services, Article III and Schedule of requirements of this Contract Agreement more particularly as per established performance indicators shall expose the

OMC to the penalties as stated below;

- i. If the monthly advance installment of guaranteed toll revenue is not deposited in NHA designated bank account (as per Bid Data Sheet) within 1st week of current month then a penalty of Rs 30,000/- per day shall be imposed upto 15th of the said month. On 16th day of next month the contract shall become liable to termination under default of OMC alongwith forfeiture of securities without serving any notice and entertaining any claim.
- ii. In case OMC does not deposit monthly ETTM guaranteed Revenue Over & Above the guaranteed toll revenue in NHA designated bank account (as per Bid Data Sheet) within 1st week of successive month then a penalty of Rs 30,000/- per day shall be imposed upto 15th of the said month. On 16th day of successive month the contract shall become liable to termination under default of OMC alongwith forfeiture of securities without serving any notice and entertaining any claim.
- iii. For non-performance to any of the performance indicators as elaborated in Scope of Services OMC shall be fined as stated below:

Description	Penalty (Rs.)
Generator Fuel (per day)	10,000
Monthly Generator Service	30,000
Cleanliness of Plaza & Equipment (Per Occurrence)	25,000
Plaza stationary (Per Occurrence)	10,000
Thermal Printer Receipt (Per Occurrence)	25,000
Electricity for Operation of ACs and Canopy and Street Lights (Per Occurrence)	25,000
UPS & Batteries & ETTM Equipment Repairing (Per Occurrence)	50,000

Note: The Status report of above performance indicators shall be prepared by Operations Center NHA HQ with the help of plaza monitoring/ support staff and live cameras installed at each toll plaza and shall be submitted to General Manager (Revenue) for recovery of fine amount and conveyed to the concerned operator for deposit of fine amount within a period of one week. Otherwise, the same shall be deducted from performance securities of OMC.

- iii. In case of overcharging by OMC a penalty of Rs.100,000/- per occurrence shall be imposed and **five black dots will be imposed** by NHA on single occurrence.
- iv. If the shift is not closed within twelve hours of completion, a penalty of Rs. 25,000/- will be imposed and a black dot will also be recorded.
- iv. In case of any complaint by any outside agency or commuter directly to NHA a penalty of Rs.25,000/- per complaint shall be imposed irrespective of its content and legitimacy.

- v. If shortfall amount is recovered from Security amount and OMC does not deposits the same in one month penal action shall be initiated as per BDS.
- vi. In case of failure to maintain Minimum Standards elaborated in BDS and Article-II a penalty of maximum of Rs.100,000/- per occurrence shall be imposed and **one black dots will be recorded** by NHA on each occurrence. G.M (Revenue) would determine the amount of penalty depending upon the nature of default against a particular performance indicator and will issue a speaking order after providing the OMC an opportunity of showing cause against the reported default.
- vii. In case OMC fails to run the ETTM system penalty of Rs. 25,000/hr would be imposed for the duration of non-operations recorded in the system irrespective of the reason /cause.

ARTICLE IV

4.1 REMOVAL

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

4.2 RE-ASSIGNMENT

OMC shall structure its relationship and procedures with its employees so that the employees may be assigned to, reassigned or transferred from one toll collection location to any other location without impediment, and so that the employee may be reassigned to transfer at any time (and from time to time) upon the request of the NHA, at OMC's discretion.

4.3 DRUG-FREE WORKPLACE REQUIREMENTS

Throughout the Term, OMC shall provide a drug-free workplace (within Toll Plazas) by establishing a drug-free workplace and program in compliance with NHA policy.

4.4 COMPLIANCE WITH LABOUR AND WORKPLACE LAWS

- (a) Throughout the Term, while performing under this Agreement, OMC, its agents, employees, shall observe and fully comply with all laws ordinance, and regulations that may be in force and effect from time to time hereafter.
- (b) OMC acknowledges that its employees, agents and subcontractors, and the employees and agents of OMC's subcontractors and agents, are not employees or agents of NHA and that OMC will not be acting as NHA's agent or on its behalf for purposes for complying with laws and regulations pertaining to workplace safety, labor, minimum wages and employment.

4.5 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

- (a) On or Ten (10) days after the Effective Date, OMC shall submit to NHA for its review and comment OMC's proposed equal employment opportunity policy and as per the existing rules of OMC's Organization.
- (b) OMC shall designate a liaison officer who will administer and oversee the program adopted by OMC in accordance with

subparagraph (a) and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals.

- (c) OMC shall submit details of all employees on quarterly basis to the Program Designer for evaluation of clause 4.5 implementation.
- (d) OMC shall follow the Minimum Wage Rate Policy of Government of Pakistan during the currency of contract as amended from time to time. In this regard, NHA shall not bear any liability.

4.6 NOTIFICATION OF CONVICTION OF CRIMES

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

ARTICLE V

STANDARD OPERATING PROCEDURE MANUAL

5.1 PURPOSE OF SOP MANUAL

- (a) The NHA desires to make available to the public a high level of service and quality in the operation of the Motorways. As part of its obligations under this Agreement, OMC shall prepare a written **Standard Operating Procedure Manual (the “SOP” Manual)** which shall include standards of performance with which OMC, its employees and agents must strictly comply throughout the Term, as mentioned in Section B(1.0) Documentation Requirements of Scope of Services. The SOP Manual shall include all components specified in the Scope of Services. The SOP Manual also shall set forth provisions of any necessary coordination procedures among OMC, the NHA and any other parties to whom the NHA awards contract from time to time with respect to the maintenance of motorways. 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. OMC shall provide the Services at all times in accordance with this Agreement, the Scope of Services, and the procedures stated in the approved SOP Manual.
- (b) Following development and acceptance of the SOP Manual by the Employer in accordance with this Agreement and the Scope of Services, OMC shall comply with the SOP in its performance of Services. OMC and NHA shall revise and update the SOP Manual from time to time in accordance with the provisions of the Scope of Services. References herein or in the Scope of Services 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 Scope of Services with respect to updates and revisions of the SOP Manual, NHA may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by NHA, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the Toll Plazas and allied facilities of Motorways.

5.2 CHANGE IN SOP MANUAL CAUSING ADDITIONAL COSTS

If OMC believes a change to the SOP Manual required to be made in accordance with the Scope of Services will increase its cost of furnishing the Services, OMC shall so notify the NHA in writing, on or within fourteen (14) days after the date of receipt of NHA's notice of the required revision. Such notice shall include a detailed description of the basis and justification for any claim OMC may have for adjustments in compensation for increased costs arising solely from the SOP Manual change. If OMC does not furnish such notice to NHA within the time provided in this paragraph, OMC will have waived any claim it may have to additional compensation for increased costs attributable to the SOP Manual change. If OMC gives notice of a justification compensation claim within such fourteen (14) days period, then NHA, 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.

5.3 ASSIGNMENTS OF AGREEMENT; SUBCONTRACTS

5.3.1 ASSIGNMENTS RIGHTS AND LIMITATIONS

- (a) NHA has selected OMC to perform the Services based upon characteristics and qualifications of OMC and its employees. Therefore, OMC may not assign, delegate or subcontract its rights or obligations under this Agreement. Any attempt by OMC to assign or subcontract any performance of this Agreement shall be null and void and shall, at NHA's option, constitute a default under this Agreement.
- (b) OMC may assign its rights to receive payment under this Agreement with NHA's prior written consent, which consent shall not be unreasonably withheld.

ARTICLE VI

DEPOSIT / PAYMENT

6.1 TERMS FOR DEPOSIT OF TOLL RECEIPTS

- i. If the monthly advance installment of guaranteed toll revenue is not deposited in NHA designated bank account (as per Bid Data Sheet) within 1st week of current month then a penalty of Rs 30,000/- per day shall be imposed upto 15th of the said month. On 16th day of next month the contract shall become liable to termination under default of OMC alongwith forfeiture of securities without serving any notice and entertaining any claim.
- ii. In case OMC does not deposit monthly ETTM guaranteed Revenue Over & Above the guaranteed toll revenue in NHA designated bank account (as per Bid Data Sheet) within 1st week of successive month then a penalty of Rs 30,000/- per day shall be imposed upto 15th of the said month. On 16th day of successive month the contract shall become liable to termination under default of OMC alongwith forfeiture of securities without serving any notice and entertaining any claim.
- iii. NHA Designated Bank Account is “National Highway Authority Road Maintenance Account 1230-1 is maintained with UBL RDF G-9/1 Islamabad”

6.2 Currencies of Payment

All deposits/payment due under the contract shall be made in Pakistani rupees.

6.3 Pakistan Tax Liabilities:

- i) **All taxes including but not limited to income/sales/advance(at the time of sale by auction) taxes shall be paid by the OMC according to prevailing** laws of taxes in Pakistan.
- ii) All personnel and corporate taxes will be paid by the OMC or their personnel.

6.4 Delayed Deposit.

As detailed in Clause 6.1 above

6.5 Payments.

OMC will submit its invoice on monthly basis by 7th of each successive month to the office of GM Revenue for its claim pertaining to service charges in shape of OMC revenue share & OM&M charges along with following attachments:

- a. Monthly Management Report (MMR) for month for which share is being claimed duly signed by OMC and TSP
- b. Satisfactory Performance Certificate from DD (Revenue) Concerned.
- c. Any other documents deemed necessary

All payments due to OMC will be paid by NHA within 45 days of receipt of Invoice after making any adjustment under the provisions of this contract agreement and for any shortage of revenue against minimum guaranteed traffic efficiency or any default/fine amount. In the event of failure of the NHA to make payment within the stipulated time, OMC may claim interest at the prevailing commercial rate accrued on payment certificate.

6.6 Claims

Any claim of payment shall be addressed to the Employer or its authorized representative and shall be submitted on standard form which can be obtained from the office of the GM (Revenue). No claim shall be entertained if it is not substantiated through the documents issued by the Government agency/department. The claims shall be evaluated by the standing claim evaluation committee; recommendation thereof shall be furnished to the competent authority for decision. No contractor/operator can merely rely on the recommendations of the committee, as the final decision lies with the Employer. No claim shall be entertained if the same is pressed 7 days of occurrence.

ARTICLE VII

INDENTIFICATION AND LIABILITY

7.1 OPERATION & MANAGEMENT CONTRACTOR'S RESPONSIBILITIES

- (a) OMC shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same. OMC shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
 - (i) All employees of OMC and the subcontractors and other persons who are on or about the Plazas or would reasonably be expected to be affected by the performance of the services;
 - (ii) Other property of OMC and its employees, agents, officers and subcontractors and all other persons for whom OMC may be legally or contractually responsible or adjacent to the Plazas or other areas upon which services are performed;
 - (iii) Members of the public who may be traveling through the plazas and their vehicles and personality.
- (b) OMC shall comply, and cause its employees, agents, officers and subcontractors and all other persons for whom OMC may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations and orders of public authorities relating to the safety of persons and property and their protection from damage, injury or loss.
- (c) OMC shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Plazas or in any way involved in the provision of services by OMC, whether such property is owned by OMC, NHA or brought about by the acts or omission of OMC or its employees, agents, officers or subcontractors or any other persons for whom OMC may be legally or contractually responsible.
- (d) OMC shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom OMC may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

7.2 INDEMNIFICATIONS BY OMC.

- (a) OMC shall defend, indemnify and hold harmless NHA and each of the individuals that is now (or may in the future become) a member of NHA successors and assigns, and the officers, directors, agents, consultants and employees of any of the foregoing (collectively referred to as the “Indemnified Parties”) from and against any and all claims, causes or action, suits, legal or administrative proceedings, damages, losses liabilities, response costs, costs and expenses (including, without limitation, attorneys” and experts 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 OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC may be contractually or legally responsible) of the services or other duties or obligations set forth in this agreement (including the SOS and the SOP Manual) or the failure to perform the services in the manner herein required;
 - (ii) The failure of OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation or statute in performing the services or other duties or obligations set forth in this agreement.
 - (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the services or other duties or obligations set forth in this agreement;
 - (iv) Any act or omission of OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC 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) Any shortage of tolls collected in accordance with and to the extent provided in section 8.3, and any theft or conversion of collected toll funds by employees of OMC, or arising out of the negligence of OMC.

- (vi) The assertion by any OMC, subcontractor or other person that inconvenience, disruption, delay or loss has been cause all or in part by actions or interference of OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC may be contractually or legally responsible) to cooperate reasonably with such contractors, subcontractors, or other persons.
- (b) Except to the extent permitted by law, the provisions of this Paragraph 8.2 shall not inure to the benefit of an Indemnified party so as to impose liability on OMC for matters caused by the negligence of NHA, or so as to relieve NHA of liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the NHA may be contractually or legally responsible.
- (c) **If any claim shall be filed by an employee of OMC (or a subcontractor, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable), the indemnification provisions set forth in this Paragraph 8.2 shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for OMC or a subcontractor or otherwise, under the terms of or as a consequence of any workers' compensation, as per the existing rules of OMC.**

7.3 LIABILITY FOR FAILURE TO COLLECT TOLLS

- (a) OMC shall be responsible for collecting tolls for each transaction that the ETC system correctly identifies for collection. OMC is also responsible for collection of traffic violation, overloading fines or any other fine as imposed by NH&MP at the toll plazas only. The OMC will maintain a separate account statement of fines amount collected at toll plazas and this account statement duly reconciled with NH&MP. The reconciliation with NH&MP will be the responsibility of OMC.

7.4 NO EFFECT ON OTHER RIGHTS

The foregoing obligations shall not be construed to negate, abridge, or reduce other rights or obligations that otherwise would exist in favor of a party indemnified hereunder.

ARTICLE VIII

SECURITIES AND INSURANCE

8.1 ISSUES OF SECURITIES AND INSURANCE

OMC shall arrange securities and insurances acceptable to NHA as described herein and shall maintain such securities and insurances in full force and effect throughout the Term and or extended term in the manner specified herein.

8.2 PERFORMANCE SECURITY

Within a period of fourteen (14) days after the receipt of letter of acceptance, OMC shall deliver to NHA a performance security in Cash Pay Order /Demand Draft in favour of NHA Road Maintenance Account 1230-1 UBL RDF Centre G-9/1 Islamabad OR irrevocable and unconditional Bank Guarantee in approved form attached as PS-1 in an amount as stated in Bid Data Sheet as security for the performance of OMC against the provisions of this Agreement. NHA may apply any or all of such security to reimburse it for damages caused by any defaults of OMC under this Agreement or to remedy any Event of Default. Performance security shall only be released on satisfaction of the Employer that all the obligations stated in the contract are performed by the OMC. NHA will authorize the release and return of the performance security to OMC after fulfilling the codal formalities and subject to provision of performance certificate as per clause 8.2.1 mention hereunder.

8.2.1 CERTIFICATE FOR RELEASE OF PERFORMANCE SECURITY

The contract Contract Name was signed between NHA &M/s Contractor's name on date

It is certified that the said contract has been fully performed and there is no any obligation on the part of the contractor which is required to be fulfilled. Hence his performance security may be released.

8.3 TOLL REVENUE SECURITY

- i) As security for monthly revenue deposits, the OMC shall furnish to NHA, within a period of fourteen (14) days after the receipt of letter of acceptance, a cash security in the shape of Cash/Pay Order or Demand Draft in favour of NHA Road Maintenance Account 1230-1 UBL RDF Centre G-9/1 Islamabad in an amount as stated in Bid Data Sheet to indemnify NHA against any loss resulting from OMC's failure to fulfill the requirements of providing precise and prompt 100% revenue as per cash declared by ETTM system. NHA shall authorize release of the toll revenue security at the completion of this agreement if all works performed was in compliance with the terms and conditions of the agreement subject to any adjustment under Clauses of COC.

- ii) The Toll Revenue Security shall not be adjusted against Net Guaranteed Revenue

8.3.1 CERTIFICATE FOR RELEASE OF TOLL REVENUE SECURITY

The contract Contract Name was signed between NHA & M/s Contractor's name on date

It is certified that Contractor Name has deposited all outstanding dues under the contract on time and nothing is outstanding against the contractor. Hence his toll revenue security may be released.

8.4 ADDITIONAL REQUIREMENTS

Performance security executed by an agent or an attorney-in-fact for the corporate surety shall include a power of attorney to the signatory agent or the attorney-in-fact, executed by the corporate surety with a date reasonably proximate to the date of the security. By its submission of its security(s), the dispute resolution procedures set forth herein. These undertakings shall be expressly acknowledged in the security.

INSURANCE COVERAGE

8.5 FORMS OF INSURANCE COVERAGE AND MINIMUM LIMITS

OMC shall maintain insurance policies throughout the Term with the following coverage and minimum limits:

- (a) OMC shall obtain and maintain during the currency of contract, insurance for all its employees working on project site against injury or death having a minimum coverage of Rs.1,000,000/-in case of death and Rs. 500,000/- for each case of injury/disability with unlimited number of incidents.
- (b) The OMC shall ensure all facilities and equipment handed over to OMC for performing services under this contract agreement against loss & damage at replacement value plus 25% and shall continue such insurance during the whole term.
- (c) The OMC shall insure the **CASH IN TRANSIT** from point of collection to the bank designated by NHA in an amount equal to 1.5 times the average revenue collection at each toll plaza to cover any revenue loss as NHA shall not entertain any claim in this regard.
- (d) An additional sum of 25 per cent of above amount to cover any additional costs of and incidental to the rectification of loss or damage including professional fees of whatsoever nature and
- (e) The premium for such insurances shall be paid by the OMC.

8.6 RESPONSIBILITY FOR AMOUNTS NOT RECOVERED

Any amounts not insured or not recovered from the insurers shall be borne by the Employer or the OMC in accordance with their responsibilities under Clause 8.7.

8.7 EXCLUSIONS

There shall be no obligation for the insurances in Sub-Clause 8.6 to include loss or damage caused by:

- i. war, hostilities (where war be declared or not), invasion, act of foreign enemies,
- ii. rebellion, revolution, insurrection, or military or usurped power, or civil war,
- iii. ionizing, radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
- iv. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

8.8 DAMAGE TO PERSONS AND NHA PROPERTY

The OMC shall, except if and so far as the Contract provides otherwise, indemnify the Employer against all losses and claims in respect of:

- a. death of or injury to any person, or
- b. loss of or damage to any NHA property, which may arise out of or in consequence of the execution and completion of the operations, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

8.9 INDEMNITY BY EMPLOYER

The Employer shall indemnify the OMC against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the exclusions defined in Sub-Clause 8.7.

8.10 THIRD PARTY INSURANCE (INCLUDING EMPLOYER'S PROPERTY)

The OMC shall, without limiting his or the Employer's obligation and responsibilities under Clause 8.8, insure, in the joint names of the OMC and the Employer, against liabilities for death of or injury to any person (other than as provided in Clause 8.13) or loss of or damage to any NHA property arising out of the performance of the Contract.

8.11 CROSS LIABILITIES

The insurance policy shall include a cross liability clause such that the insurance shall apply to the OMC and to the Employer as separate insured.

8.12 ACCIDENT OR INJURY TO WORKMEN

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the OMC or any Subcontractor, other than death or injury resulting from any act or default of the Employer, his agents or servants. The OMC shall indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

8.13 INSURANCE AGAINST ACCIDENT TO WORKMEN

The OMC shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works. Provided that, in respect of any persons employed by any Subcontractor, the OMC's obligations to insure as aforesaid under the Sub-Clause shall be satisfied if the Subcontractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the OMC shall require such Subcontractor to produce to the Employer, when required, such policy of insurance and the receipt for the payment of the current premium.

8.14 EVIDENCE AND TERMS OF INSURANCES

The OMC shall provide evidence to the Employer prior to the start of work at the Site that the insurances required under the Contract have been effected and shall, within 84 days of the Commencement Date, provide the insurance policies to the Employer. Such insurance policies shall be consistent with the general terms agreed prior to the issue of the Letter of Acceptance. The OMC shall effect all insurances for which he is responsible with insurers and in terms approved by the Employer.

8.15 ADEQUACY OF INSURANCES

The OMC shall notify the insurers of changes in the nature, extent or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of the Contract and shall, when required, produce to the Employer the insurance policies in force and the receipts for payment of the current premiums.

8.16 REMEDY ON OMC'S FAILURE TO INSURE

If the OMC fails to effect and keep in force any of the insurances required under the Contract, or fails to provide the policies to the Employer within the period required by Clause 8.14, then and in any such case the Employer may, effect and keep in force any such insurances and pay any premium as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or to become due to the OMC, or recover the same as a debt due from the OMC.

8.17 COMPLIANCE WITH POLICY CONDITIONS

In the event that the OMC or the Employer fails to comply with conditions imposed by the insurance policies affected pursuant to the Contract, each shall indemnify the other against all losses and claims arising from such failure.

8.18 COMPLIANCE WITH STATUTES, REGULATIONS

The OMC shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of:

- (a) any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) the rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works,

and the OMC shall keep the Employer indemnified against all penalties and liability of every kind for breach of any such provisions. Provided always that the Employer shall be responsible for obtaining any planning, zoning or other similar permission required for the Works to proceed and shall indemnify the OMC in accordance with Sub-Clause 8.9.

8.19 INSURANCE COMPANY

The OMC shall be obliged to place all insurances relating to the contract with insurance company on NHA approved panel of insurance companies.

8.20 PROCUREMENT OF INSURANCE COMPANY

The OMC shall procure and submit the insurance coverage within a period of 28 days from the date of receipt of acceptance letter.

ARTICLE IX

DEFAULT; DISPUTE RESOLUTION; REMEDIES

9.1 DEFAULT BY OMC

- (a) The occurrence of anyone or more of the following events shall constitute an event of default by OMC under this Agreement (each such event being referred to herein as an “Event of Default”)
- (i) Failure of OMC to provide services as per Scope of Services (SOS) and non-compliance of revenue transfer to NHA on next working day.
 - (ii) Failure of OMC to secure or maintain insurance coverage of the types and with the coverage’s herein required”
 - (iii) Dishonesty, embezzlement or false reporting of financial information by OMC or any Key Personnel, willing or knowing participation by OMC in a fraud:
 - (iv) Lack of financial responsibility evidenced by failure to promptly reimburse NHA for any loss or damage to NHA or its property:
 - (v) Conviction of any employee or affiliate of OMC of a public entity crime, or placement of the names of OMC or any employee or Affiliate of OMC on the convicted vendor list:
 - (vi) Delay or discontinuance by OMC of the Services to be performed pursuant to this Agreement:
 - (vii) To extent allowed by law, filing by OMC 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 OMC as a bankrupt or insolvent; assignment by OMC for the benefit of creditors; admission in writing by OMC of its inability to pay its debts generally as they become due filing of a petition or answer proposing the adjudication of OMC as bankrupt or insolvent pursuant to any bankruptcy law or similar in any court, and failure of OMC to discharge such petition or answer within sixty(60) days after the filing thereof;
 - (viii) Appointment of a receiver, trustee or liquidator of OMC, or of all or substantially all of the assets of OMC, in any proceedings, and failure of OMC to cause such appointment to be canceled or discharged with sixty(60) days after such appointment, if the appointment was not requested by OMC.

- (ix) Failure by OMC to satisfy or post bond with respect to any final judgment against within ten (10) days of entry of the judgment.
- (x) Attempt by OMC to assign its rights or delegate its obligations in contravention of the terms of this Agreement or execution by OMC of a Subcontract in violation of the terms of this Agreement.
- (xi) Failure by OMC to perform any component of the Services in a manner acceptable to the NHA in its reasonable discretion, or failure by OMC to otherwise perform its obligation under this Agreement or to comply with any terms or provisions herein set forth or in the Scope or the Services of SOP Manual as it may hereafter be amended, modified or supplemented from time to time.
- (xii) Failure of OMC to deposit toll revenue in NHA designated Bank Account as stipulated in clause 6.1 of Article VI of the bidding document.

9.2 EVENT OF DEFAULT BY NHA

(i) Default by OMC

Errors generated, tempering of any form and recorded in the ETTM system due to sensors blockages and placing some metal object on magnetic loop in lanes like AVC sequence error and Roll Back error etc, if observed or evidenced then the OMC shall be held responsible. This error shall be considered as gross violation and an event for declaring the OMC as defaulted. Which will result immediate termination of contract under clause 6.1 of Chapter IX of RFP for termination The OMC shall be blacklisted for future bidding in NHA after forfeiture of Toll Revenue and Performance Securities, Advances and ensuring all due recoveries.

(ii) The failure of NHA:

If NHA fails to hand over possession of Project Site for performing the O&M services under this Contract at the expiry of Bid Validity period or any extension agreed in this regard. In the event of Default by the Employer, the Operator may terminate this Agreement by not less than sixty (60) days written notice to the Employer.

9.3 RIGHTS OF NON-DEFAULTING PARTY UPON OCCURRENCE OF EVENT OF DEFAULT

- (a) If OMC commits an Event of Default hereunder: OMC does not cure the Event of Default, and the parties are not able to resolve the dispute in the manner described in paragraph 9.4, NHA shall

be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which NHA may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement.

- (i) NHA may terminate this Agreement and OMC's rights here under by giving OMC notice of termination. On the fifteenth (15th) day following such termination notice or in the date specified in such notice, if later, OMC's rights here under shall terminate.
 - (ii) NHA may terminate some but not all of OMC's rights here under by modifying the definition of Services to exclude there from those Services as to which the Event of Default has occurred. NHA shall give OMC a notice of those Services which are to be terminated and on the Fifteenth (15th) day following such terminations notice, or on the date specified in such notice, if later, OMC's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.
 - (iii) If the Event of Default consists of a failure of OMC to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, NHA 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 NHA to OMC under this Agreement.
 - (iv) NHA may collect from OMC, or may offset against amounts due or to become due to OMC under the provisions of this Agreement all costs and expenses incurred by NHA due to the occurrence of the Event of Default.
- (b) If NHA defaults hereunder; NHA does not cure the default; and the parties have not resolved the dispute in the manner provided in Paragraph 9.4, OMC shall be entitled to the following relief, in addition to any or all other remedies or rights provided by law to which OMC may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement.
- (i) OMC may obtain a judgment against NHA for the amounts due and owing to OMC that have not been paid, and may enforce such judgment in the manner allowed by Law.

9.4 RESOLUTION OF DISPUTES

If any dispute or difference of any kind whatsoever arises between the OMC and the NHA in connection with or arising out of the Agreement or

performance of the job whether during the progress of the job or after its completion or after is termination, abandonment or breach of the Agreement, the following steps to be followed;

- a. At first place the dispute will be referred to Employer representatives (for official communication), the said notice/reference shall contain the cause of action, mentioning facts of the case and relief sought. The Employer representatives (for official communication) shall decide the dispute within twenty eight (28) days of the receipt of such notice.
- b. If the OMC is dissatisfied with the decision of the Employer representatives (for official communication) or if the decision of the Employer representatives (for official communication) is not forthcoming within the stipulated period, the OMC may within two (2) weeks from the receipt of the decision of the Employer representative (for official communication) or expiry of twenty eight days time refer the matter to the Employer Representative along with the cause of action, mentioning facts of the case and relief sought, who will forward the dispute alongwith supporting documents to the standing dispute resolution committee, the dispute resolution committee will act as a Sole Adjudicator and shall decide the matter within twenty eight (28) days from the date of submission.
- c. The OMC, if dissatisfied with the decision of the Adjudicator shall have the right to serve Notice for Intention 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 he fails to give decision. The Arbitration shall take place at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time. The arbitration proceedings shall take place at Islamabad and shall be conducted in the English language. For selection of Arbitrator the Employer will provide the list of approved Arbitrators on its panel for selection by the OMC and acceptability of same (Arbitrator) thereon by the Employer.
- d. Provided however, that the parties shall have the right at resolution of disputes amicably within fifty six (56) days of service of Notice for Intention to commence Arbitration and the Arbitration shall commence in case of failure of amicable settlement.

9.5 NON BINDING ARBITRATION

- a. If either party claims an Event of Default has occurred and if the parties were unsuccessful in their efforts to resolve the issue at a dispute resolution mechanism, either party may submit the issue in controversy for resolution by means of non-binding arbitration.

If the arbitrator in such proceedings finds an Event of Default has occurred, he or she shall be entitled to propose relief to the non-defaulting party.

- b. Following the conclusion of non-binding arbitration proceedings, if either party believes the outcome of the arbitration was not fair and equitable, either party may file an action at law or equity to enforce, interpret or construe the provisions of this agreement.

9.6 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 obtain to prompt and expeditious resolution of the dispute. If the either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provision of this Paragraph incurs additional expenses or attorney's fees solely as a result of such failure at diligently cooperate, then the arbitrator or 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.

9.7 CONTINUING PERFORMANCE

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

ARTICLE X

OBLIGATIONS OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

10.1 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. OMC shall submit to NHA detailed information relating to each Subcontractor (if allowed) and employee of OMC performing work under this Agreement. This information shall be in sufficient detail so that:
 - (i) NHA will have the ability to contact each Subcontractor and employee;
 - (ii) NHA can easily determine the role or function of each in regard to OMC's obligations hereunder and
 - (iii) If it so elects, NHA may engage each subcontractor or employee on substantially the same terms as had been contracted by OMC.
- b. Within ten (10) days after OMC's submission to NHA of the information described in subparagraph (a) NHA shall notify OMC in writing of each Subcontracts (including vending contracts) and employment agreement to which NHA has or intends to exercise its right to succeed to OMC.
- c. Within fifteen (15) days after OMC's submission to NHA of the information described in subparagraph (a) OMC shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from NHA to OMC as being agreements that it intends to assume.
- d. OMC shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that NHA does not intend to assume. OMC shall initiate settlement of all outstanding liability and claims arising out of the commitments or agreements to be cancelled. OMC shall provide NHA with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that NHA 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 NHA.

10.2 TRANSFERS UPON EARLY TERMINATION OR EXPIRY

Upon early termination or expiry of this Agreement in accordance with the terms and conditions set out herein, OMC shall immediately cease to perform the Services on the Project Site and shall remove all its workmen, employees, servants, agents and contractors, vacate the Project Site immediately on the date on which the termination or expiry takes effect and hand over the same to the NHA or a duly nominated representative thereof, in a properly maintained and operational condition.

The NHA shall, inspect the Project Site and assets thereon including all civil works, installations, equipments and facilities and shall issue a transfer certificate to OMC specifying the condition of the Project Site and the assets thereon and whether OMC has failed to abide by any of its obligations under the Agreement.

Upon early termination or expiry of this Agreement, the rights and entitlements of OMC pursuant to this Agreement shall revert to, vest in or remain vested in the NHA, as the case may be.

OMC shall ensure that the Project Site and the assets thereon upon the date of early termination or expiry are free of all liens and charges.

Notwithstanding any dispute between the Parties or any claim against the NHA, OMC shall hand over vacant and peaceful possession of the Project Site and the assets thereon to the NHA in accordance with the terms and conditions as set out in this Agreement. Any dispute between the Parties or any claims of OMC against the NHA shall not in any case entitle OMC to refuse or delay the transfer of the Project Site to the NHA. Failure by OMC to so transfer the Project Site to the NHA in accordance with the terms and conditions of this Agreement shall be treated as encroachment and unauthorized occupation by OMC and may be dealt with by the NHA under Section 12 of the National Highway Authority Act, 1991.

10.3 ASSIGNMENT

OMC shall incorporate a provision in all Subcontracts that provide for assignments to NHA (at NHA's election) as more particularly required by paragraph 6.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of NHA, OMC shall notify the subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to NHA in writing all of OMC's rights, title and interest under any Subcontracts that NHA desires to assume. At the sole discretion of NHA, NHA may settle all claims arising out of the cancellation of the Subcontracts.

10.4 CONTINUING LIABILITY

Termination of this Agreement or any portion thereof shall not relieve OMC of its responsibilities of the completed portions of the Work, nor shall it relieve OMC's surety, if any, of its obligation for and concerning any claims arising out of the work performed.

10.5 COMPLETION OF THE SERVICES

If the OMC commits an Event of Default hereunder, NHA may appropriate any or all materials and equipment on site and may enter into an agreement with any other party for the performance of services under the Agreement or may use other methods which, in the opinion of NHA are required for the performance of the Services in an acceptable manner.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 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 party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

11.2 VARIATIONS IN WRITING

This Agreement may be varied or amended only by the mutual consent of the Parties. All such variations and amendments shall be binding only if they are in writing and are signed by duly authorized representatives of the Parties.

11.3 SUCCESSORS AND ASSIGNS

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

11.4 DESIGNATION OF REPRESENTATIVES; COOPERATION WITH REPRESENTATIVES

- (a) NHA and OMC 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 the 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 decision that are not allowed under applicable

law. Designations 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 NHA or OMC.

- (b) OMC shall cooperate with NHA and all representatives of NHA. OMC shall prove such data, reports, certificates, and other documents or assistance reasonably requested by NHA. The provision of such information shall not in any manner diminish OMC's rights or obligations under any other provision hereof.

11.5 GRATUITIES

Neither OMC nor any of its employees, agents and representatives shall offer to give any type of loan to officer, official or employee of NHA, gifts, entertainment or other gratuities. Each of the employees and officer of OMC and any Subcontractors shall be obligated to pay the standard rate of all applicable tolls for use of the Motorways.

11.6 CONFLICT OF INTEREST

During the Term and for a period of three (03) years thereafter, no board member, officers or employees of NHA during his or her tenure or contractor/operator/consultant shall have any direct interest in this Agreement or any direct or material benefit arising there from.

11.7 SURVIVAL

The dispute resolution provision and all other provisions which, by their inherent character, sense and context are intended to survive termination of this Agreement, shall survive the termination of the Agreement.

11.8 LIMITATION ON 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.

11.9 PERMITS, LICENSES, etc.

Throughout the Term, OMC shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by OMC, shall pay all charges, fees and

taxes, 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 NHA upon request.

11.10 GOVERNING LAW

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

11.11 NOTICES AND COMMUNICATIONS

- (a) All notices required or permitted by law or by this Agreement to be given to the NHA or OMC shall be in writing and may be given by either personal delivery or by registered or by a recognized overnight courier service. Notice 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 to time in writing:

All communication to NHA shall be marked with NHA's contract identification number and shall be sent to NHA at the address set forth as follows:

General Manager (Revenue)

28- Mauve Area G-9/1

National Highway Authority

Islamabad

Tel: 051-9260190 Fax: 051-9261116

- (b) Any notice or demand given, delivered or made by mail shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, 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. Notice given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

11.12 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 statute 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 OMC discovers material discrepancy, deficiency, ambiguity, error or omission into this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, OMC may immediately notify NHA and request clarification of NHA's interpretation of this Agreement.

11.13 SEVERABILITY

The invalidity of un-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 un-enforceable 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 and un-enforceable portion or provision.

11.14 COMPUTATION OF PERIODS

Reference of "days" contain herein shall mean calendar days unless otherwise specified, provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Sunday or legal holiday, 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.

11.15 HEADINGS

The captions 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.

11.16 COMPLIANCE WITH LAWS

OMC shall keep fully informed regarding, and shall fully and timely comply with, all laws, ordinances 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. OMC shall observe all rules and regulations of health officials. OMC shall not require his employee to work in surroundings or conditions that are unsanitary, hazardous or dangerous to his or her health or safety.

11.17 AUDITS, INSPECTIONS AND TESTING

OMC shall permit (at all reasonable times) audits, inspections and testing desired by NHA. Such audits, inspections and testing shall not relieve OMC of any of its obligations under this Agreement.

11.18 ENTIRE AGREEMENT

This Agreement, including the Appendices and Annexures attached hereto, shall supersede all agreements, oral or written, and with respect to the subject matter hereof is accepted and agreed by NHA.

11.19 NON-RELIEF FROM ACCURED LIABILITY

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

11.20 CONFLICT

Except where expressly stated otherwise, in case of a conflict between any of the provisions of this Agreement and any provision of any document or instrument relating to the Project, the provisions hereof shall prevail.

11.21 ENTRY INTO EFFECT

This Agreement shall become effective upon the signing by OMC and the NHA.

ARTICLE XII FORCE MAJEURE

12.1 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 exercise of due diligence and which makes performance of this 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 commotion, acts of terrorism, unusual flood, major earthquake, volcanic activity, radiation or chemical contamination, ionizing radiation, explosions, serious epidemics, or any act of God.

12.2 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 Party.

12.3 Termination/Claim 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. This force Majeure clause is a qualified force majeure which is restricted to acts of GOD and acts of man vis-à-vis war, mob, blockades, which restricts/limits/constrains the operator to perform the contract. In case of force majeure as a result of acts of man documentary evidence would be required from the competent authority/firm.

12.4 Continuation of the Agreement

The Parties acknowledge that it is in their mutual interest that to the extent possible, decisions concerning Force Majeure shall be directed towards the continued operation of the Project for the full duration of the Term as provided in this Agreement.

ARTICLE XIII

MODIFICATION OF THIS AGREEMENT WITH MUTUAL CONSULTATION

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

ARTICLE XIV

PROVISIONAL SUMS

Under this RFP, provisional sum(s) have been allocated for execution of certain specific tasks. The tasks and amount so allocated are detailed in financial for FF-06 which shall be expensed at sole discretion and direction of General Manager (Revenue). Upon directions, the OMC shall submit estimates enclosing three quotations highlighting unit rate and total cost of works required for approval of Member (Finance). The invoice for the work done under provisional Sums shall processed after testing/site verification and issuance of acceptance report by DD (ETTM)/DD(Toll Plazas) NHA HQ on recommendation of DD (Maintenance/Revenue) Concerned.

VI. SCOPE OF SERVICES

SCOPE OF SERVICES

A. GENERAL

1.0 PURPOSE

The National Highway Authority requires services of Operations and Management Contractor (OMC) to collect revenue on 14 x ETTM Toll Plazas of National Highways as mentioned in IFB.

NHA's purpose is to procure services to fulfill following objectives: (1) Efficient toll collection to guarantee revenue to the NHA (2) Sound financial accounting of revenues and assets and (3) Courteous customer Services for people of Pakistan and the National Highway Authority (NHA). Using these objectives as guiding principles, the OMC is encouraged to provide a plan for superior toll collection operations, management and maintenance of toll plazas and associated facilities.

The OMC shall provide tools/plants/equipment along with qualified management, technical, clerical and professional personnel to perform the duties and responsibilities assigned under the terms of the Contract as defined below but are not limited to:

- i. The OMC shall deposit the minimum guaranteed revenue and revenue declared as per ETTM system to NHA's designated account as per timeline given in CoC under this agreement. In case of failure to do so Penal provisions shall be invoked.
- ii. Any other service which is required for performance of this contract of O&M of ETTM Toll Plazas will become part of the SOS.
- iii. 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 and SOP's may provide cause for the OMC to be declared in default of Contract

2.0 SERVICES TO BE PROVIDED

The services to be provided by the OMC are summarized as follows: furnish all labor, materials, personnel, plant/tools/equipment, support and maintenance services necessary to manage, operate and maintain the NHA's Toll Plaza Locations and any other associated site facilities 24 hours a day, 7 days a week, throughout the year. For this Scope of Services, the services to be performed are described in the following primary categories, each with its own specific task sub-categories:

- A. General
- B. Mobilization

- C. Technical Services
- D. Financial Management / Audit
- E. Toll Operations
- F. Facilities operation including gardening, flowering at toll plazas and interchanges.

3.0 PROGRAM IMPLEMENTATION

National Highway Authority intends to collect revenue through competitive process for efficient management and operation of toll plazas and motorways to the entire satisfaction of road commuters, NH&MP and NHA.

4.0 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 A, Glossary of Terms and Appendix B, Abbreviations.

B. MOBILIZATION

It is the NHA's intent that the OMC shall use the period between NOTICE TO PROCEED and EFFECTIVE DATE for complete mobilization of its resources like staff, equipment and supplies necessary to run the operation of motorways as per requirement of NHA elaborated above.

1.0 TRANSITION

1.1 OPERATIONS PLAN

The OMC shall develop and implement an Operations Plan for transition period. The plan shall describe, in detail, the OMC's methodology and approach to carry out and coordinate the transition of personnel and equipment. The plan shall address maintaining unobstructed traffic flow, normal and peak toll collections staffing, audit and control of toll transactions and revenues and coordination.

The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures.

1.2 STAFFING

The OMC shall develop and implement a Staffing Plan that shall include temporary and permanent positions Form 2B and personnel. The OMC staff shall perform duties required by job descriptions.

The OMC shall provide and maintain a complete list of all project employees and their titles. NHA has the right to change any OMC staff, who NHA consider unwanted or underperforming.

1.3 PROPERTY INVENTORIES

Not later than fifteen (15) days after signing of contract Agreement of toll collections, the OMC and NHA will jointly take inventory of all NHA and OMC's-owned property at the plaza and associated ramp locations. Any discrepancies shall be reported to the NHA in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final report, which includes all phases, shall be submitted with the last phase. The report shall be maintained current and shall be re-issued bi-annually. The property inventory report(s) shall contain a listing of all relevant property items by NHA inventory number.

2. UNIFORMS

2.1 GENERAL

All staff at Toll Plaza to wear NHA approved Uniform (Specimen available with AD (Tolling) NHA HQ 051-9032839). 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 alongwith 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 collection 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.

C. TECHNICAL SERVICES AND ADMINISTRATION

1.0 FUNCTIONAL RESPONSIBILITIES

The NHA's program of toll collection is composed of the following key functional areas:

- i. Management and Administration
- ii. Revenue Collection
- iii. Operational Management
- iv. Facilities Management

The OMC shall provide adequate key management-level staff and resources in these areas to develop and maintain an effective program. Requirement for these key program areas are presented in the following sections.

2.0 STAFFING

The OMC shall develop and implement a staffing plan.

2.1 MANPOWER PLANNING AND WORKLOAD PROJECTIONS

The OMC shall identify all staff under each of the functional sections, i.e. Program Management and Administration, Audit / Accounting, Toll Operations, and Facility Maintenance. All tasks identified for each of the Contract sections shall be manpower resource loaded to allow a review of staff workloads.

The OMC shall identify “Key Personnel” in each section and shall intimate NHA as and when there is any change.

3.0 HUMAN RESOURCES MANAGEMENT

The OMC shall develop, implement and manage a Human Resources Management plan. The OMC shall submit the Human Resources Management plan to the NHA for review and approval.

The plan shall include a screening for all potential employees assigned to the project. The process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the OMC’s ability to properly provide the specified services. The safe and proper handling of NHA revenues by the OMC’s personnel shall be the focus of the screening process.

The OMC shall establish and maintain a drug-free workplace program consistent with that described in the Contract.

The plan shall provide a complete and detailed formal job description for every staff position on this project. This shall include requirements for initial and ongoing training.

The OMC shall provide its full-time employees all normal privileges, benefits and guarantees of employment that are afforded to the firm’s existing regular and part-time employees. The OMC shall provide training for staff to ensure good, sound Human Resources Management for all of its employees.

4.0 TRAINING

The OMC shall develop, implement and maintain a Training Plan detailing a program to ensure all OMC personnel are knowledgeable and competent in all phases of their jobs. The plan shall be submitted to the NHA for review and approval.

The training program shall perform the following functions as a minimum:

- i. Provide a complete new employee orientation program to include, but not be limited to, introduction to NHA.
- ii. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided as appropriate for all process and procedures used in the performance of work under the Contract.
- iii. Fully train all operational personnel in the area of customer services
- iv. Staff specially guards should be trained to perform duties of first aid, fire control and any terrorist activity.

5.0 CUSTOMER AND PUBLIC RELATIONS

The OMC shall develop, implement and maintain a Customer Relations Procedures, as per courtesy book of NHA. The OMC shall ensure its compliance in letter & Spirit

The procedures shall provide for a personnel customer training program, described previously, as part of each new employee's process. The procedure shall include disciplinary action to be employed in case of non compliance with procedures.

The procedure shall include a section covering the distribution, including circulars and flyers, to commuters.

The OMC shall help in providing Customer Relations Services for the NHA. These services shall address related announcements which, at a minimum, shall include traffic statistics, survey data.

The OMC shall make no statements, press release or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying NHA and securing its consent in writing. The OMC shall not publish, copyright or patent any of the data furnished according to the Contract. Such data or information is the property of the NHA.

6.0 SECURITY AND INVESTIGATIONS

The OMC shall develop, implement and maintain a Security and Investigations Procedure. The procedure shall be submitted to the NHA for review and approval.

The OMC shall provide security for all facilities including the safety and security of employees as well as the physical structures. The OMC shall provide and maintain strict security for all operating funds and collected

revenues. The OMC shall develop additional procedures as necessary to include quarterly security inspections. Reports summarizing the inspection results shall be submitted to the NHA not later than 15 days after the security inspection is completed. The OMC shall submit semiannual report to the NHA regarding security items repaired and/or improved for the security of the NHA’s facilities.

The OMC shall be responsible for all re-keying for locks and safes.

The OMC shall conduct and comment investigations into incidents of theft, fraud and activities of a suspicious nature. All reports of investigations shall be immediately forwarded to the NHA for review. The OMC’s investigators shall cooperate with NHA representatives and all law enforcement personnel while conducting investigations.

7.0 EMERGENCY PLAN

The OMC shall develop, implement and maintain an Emergency Operations Plan to ensure that toll operations are maintained and protected in emergencies. The OMC shall submit the plan to the NHA for review and approval.

The OMC shall maintain operations during all emergencies. Toll collection will only be suspended when specifically authorized by the Chairman, National Highway Authority, or the NHA’s authorized representative.

8.0 SAFETY

The OMC shall develop, implement and maintain a Safety Program Plan. The plan shall be submitted to the NHA for review and comment. The plan shall comply with all applicable state, local and federal regulations, and shall as a minimum, include safety training, safety awareness, and written safety procedures to be followed by OMC personnel. OMC shall maintain equipment for fire (fire extinguishers, water, CO₂, foam) and medical emergencies.

The First Aid Box/Kit must be available at the plaza site 24/7 for the said purpose. The first aid box must include but not limited to the medicines as mentioned below:

Sr#	Purpose	Medicine	For 12 Person	Quantity
1	Pain/Fever & Headache	Tab Nuberol Fort	1 tab thrice daily	50
2	Vomiting	Tab Gravinate	1 tab thrice daily	50
3	Acidity	Cap Risek 40mg	1 cap one daily	56
4	Sever Pain	Tab Rotec 75 mg	1 tab twice daily	50
5	Loose Motion	Tab Entamizole DS	1 tab twice daily	30
6	Antiibiotic for sore throat	Tab Klaricid 250 MG	1 tab twice daily	20
7	Antiibiotic/Sever Loose/Fever	Tab Leflox 250 MG	1 tab twice daily	30

8		Panadol		100
9		Ponstan		100
10		Burffen		100
11	For Bandage	Pyodine		01
12		Sunyplast		1 Box
13		Rayband		10
14		Stkicking		01
15	Skin Oinment	PolyFax Plus		01

The OMC (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards.

9.0 QUALITY MANAGEMENT / QUALITY ASSURANCE

The OMC shall develop, implement and maintain a Quality Management / Quality Assurance Plan that shall guide all performance. The OMC shall submit the plan to the NHA for review and approval.

As a minimum the plan shall address the following items.

9.1 QUALITY POLICY

This policy shall reflect a commitment to achieving the highest standards in terms of satisfaction, error-free performance in carrying out the procedures necessary to provide toll operations as mentioned in bidding document and maintaining good organizational relationships with the NHA and NH&MP personnel.

This policy shall include an organizational mission statement and / or managerial philosophy, along with goals and objectives linked to the quality assurance and management system.

9.2 QUALITY ASSURANCE

The quality assurance system shall include procedures to determine that quality control is being or has been performed effectively and appropriately. It should include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management and OMC operations office management. Frequency of assurance activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

9.3 QUALITY CONTROL

Quality control shall include prescribed by which work products are reviewed and brought into compliance where necessary to conform with professional standards, contractual obligations and commitments to the NHA. These shall include such activities as identification of operational activities that are aimed at eliminating causes of unsatisfactory performance to meet the goals and objectives included as part of the Quality Policy.

9.4 CUSTOMER SATISFACTION

9.4.1 COMPLAINT RESOLUTION

Complaint Registers shall invariably be placed at all Toll Plazas, as well as shall be electronically placed into the system. Customer complaints will be received and handed over to NHA by OMC. Complaints received at the plaza shall be logged in as to the date and time, and name and address of the customer in the complaint register. An attempt shall be made to resolve the complaint at the plaza. Any complaint by public shall be viewed very seriously by NHA and shall invite penal provision. If complaint resolution is unsuccessful, the customer should be politely referred to the NHA. As part of the SOP a system shall be established to process the following:

- (i) Recording all complaints received by the OMC in the complaint register & informs NHA.
- (ii) Appropriate investigations by the OMC of situations / conditions identified by the complaint.
- (iii) Steps taken to resolve the complaint situation / condition
- (iv) Communication to NHA

9.4.2 CUSTOMER SATISFACTION SURVEY

The NHA will conduct periodic surveys at its discretion according to appropriate survey research methods. The OMC shall help in the development, distribution, collection and analysis of the surveys. The survey shall include questions concerning satisfaction with those aspects of operations that are most visible to the customer.

9.4.3 CUSTOMER COMPLAINT & SUGGESTION BOXES

OMC will install complaint & Suggestion boxes on all of its toll plazas in addition to placing complaint register. The operating rights and key of such boxes will be kept with the NHA authorities.

9.4.4 EMPLOYEE PERFORMANCE ASSESSMENT AND EVALUATION

Employee Performance Evaluation System – The SOP shall contain a set of policies and procedures that create a system that evaluates the performance of all employees. This system shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the

process by which employees are counseled regarding performance improvement.

10.0 FURNISHING AND EQUIPMENT

The OMC shall manage all supplies necessary for the performance of the work of the contract.

11.0 PERFORMANCE MONITORING

The NHA may establish a Performance Evaluation Committee, which will include a representative from the OMC. The Performance Evaluation Committee will:

- i. Monitor, evaluate and assess the OMC's performance against the performance of OMC required under the contract.
- ii. Meet with the OMC monthly / periodically to discuss the OMC's performance, achievement, deficiencies and / or new areas noted the OMC will be given an appropriate period to correct such deficiencies. Emergency conditions shall be handled on a priority basis.
- iii. Submit a consolidated report and recommended action item list

In the event the OMC's performance is considered unacceptable in any area of the Contract performance, or is in violation of its obligation, the NHA, notwithstanding any other penalties and sanctions provided by law, may impose one or more of the following:

- i. Declaring the OMC in Default of Contract, encashment of performance security in whole or part thereof, suspension of payment or part thereof, until such time as the issues concerning compliance are resolved, and to the satisfaction of the NHA's Representative.
- ii. Termination, suspension, or cancellation of the Contract in whole or part.
- iii. Impose performance liquidated damages and /or call on the execution of security, proportionately to the extent of default.

NHA will provide written notice to the OMC as to the contractual damages and status of the Contract. The OMC shall acknowledge and respond to said notice with forty-eight (48) hours of receipt.

D. FINANCIAL MANAGEMENT

The OMC shall develop, implement and maintain an Audit / Accounting Plan for the project. The OMC shall submit the plan to the NHA for review and approval in accordance with Table 1.

1.0 ACCOUNTABILITY FOR TRANSACTIONS AND REVENUE

The OMC shall be subject to any and all statutes, regulations, NHA bond covenants, policies and other official requirements relating to collection and processing of toll transactions and revenue for NHA facilities as required by the contract.

The NHA cannot, by law, grant free passage to those using its facilities except for certain special cases. Therefore, all vehicles using NHA facilities with limited special exceptions for emergency and certain official vehicles and those exempted under law of the country are required to pay the applicable toll rate indicated at each toll plaza pay point. OMC shall get it verified all exempted vehicles from NHA.

2.0 ACCOUNTING

2.1 COST ACCOUNTING

The OMC shall operate and maintain a job cost accounting for this project to provide historical documentation of costs associated with this work. These job cost accounting reports are intended to be for management purposes.

The OMC shall use and maintain a PC-based Job Cost Accounting program compatible with the NHA's existing software. The NHA will provide an approved copy of the job cost accounting program to the OMC, at no cost, after the issuance of Notice to Proceed for the Contract. However, it shall be the OMC's responsibility to format the program to be compatible with the NHA's cost accounting system and input the information required to establish the data base.

The job cost accounting system shall track all costs associated with the OMC performance of the work including, but not limited to, accounts payable/receivable, invoicing, personnel, materials, utilities subcontractor costs, budgeting, estimates inventory.

2.2 CASH DEPOSIT

The OMC shall deposit the minimum guaranteed revenue and revenue declared as per ETTM system to NHA's designated account as per timeline given in CoC under this agreement. In case of failure to do so Penal provisions shall be invoked.

In case of failure to do so, Penal Provisions as per Bid Data Sheet shall be implemented.

2.3 UTILITIES

- i. Running and maintenance costs associated with all types of utilities including electricity for toll plazas, accommodation, water, gas etc.

- ii. Running and maintenance cost of stand by generators or other alternate backup system installed for all toll plazas and all associated facilities provided to the OMC for the purpose of this contract.

3.0 INVENTORY OF NHA FIXED ASSETS

The OMC, Office of Toll Operations and the NHA shall jointly prepare an inventory of all NHA owned property and the equipment and machinery provided on rent by OMC for providing services.

E. TOLL OPERATIONS

1.1 Except as otherwise provided in Paragraph 2.4 (Article-II) or elsewhere in this Agreement throughout the Term of this Agreement (as herein defined). OMC shall Operate, Manage & Maintain the toll plaza. Additionally OMC shall provide all management, supervision, labor, materials, and administrative support necessary to perform the Services described in the Scope of Services (hereinafter referred to as“Services”), all in accordance with the criteria set forth in the provisions of this Agreement including all schedules/appendices.

1.2 The scope of the Project and the obligations of OMC shall include but not be limited to the following:-

- a. Provision of operation, management, maintenance, supervision, and administrative services with regard to the toll plazas and collection / deposition of toll revenue as per revenue declared on the bid form. OMC shall deposit toll revenue as declared by ETTM system by next working day in NHA’s designated bank account net of taxes/ duties/ charges/levies of the Government. However, all taxes/duties and levies of the Government shall be paid separately. If he wishes to deposit taxes/duties/levies of the Government directly in the treasury he will provide the proof of deposit to NHA to discharge its liability as withholding agent. In case of failure to do so, Penal Provisions as mentioned in Bid Data Sheet shall be implemented.
- b. Toll collection will be carried out in three shifts each of eight hours.
- c. Cooperation with the NHA and any authorized person(s) or entity acting on NHA’s behalf, with regard to the transfer of the Project Site to the NHA or any person(s) or entity nominated by the NHA upon expiry or early termination of this Agreement.
- d. Provision of first aid at the site of accident on the Project Site.
- e. OMC will carry out all the repair/maintenance works pertaining to the toll plaza likely but not limited to Lane area and approaches pavements, building, electrical installations, generators, canopy

lights, canopy, toll booths, road lights, Air conditioners, UPS, batteries, generators etc. handed over to the OMC for performing the services.

- f. In case of damage to NHA assets due to some accident or any untoward situation, OMC shall be responsible for bearing all the costs pertaining to the repair of assets and bringing it into the excellent condition for operations.
- g. Payment of all utilities and all other expenditures incurred in providing Services pursuant to this Agreement.
- h. Compliance with all instructions and directions of NHA, as provided from time to time; and
- i. Compliance with all the provisions of this Agreement.
- j. OMC will ensure 24/7 uninterrupted power supply to keep the Toll plaza operational either through WAPDA or standby generators/UPS. The maintenance, repair and replacement of generator and UPS batteries shall be the responsibility of OMC.
- k. OMC will ensure in-time closure of shifts.
- l. Canopy lights, road lights fixed on entry/exit ramps will be repaired and made operational by the OMC upon taking over and shall be maintained in operational condition all the time. OMC shall replace the furniture/fixtures rated as damaged upon taking over.
- m. In case NHA introduces any Cashless payment facility like smart card, E-Tag etc. in any lane of toll plaza within the currency of contract, then OMC will be liable to run and operate the same and an incentive to the extent of three percent (03%) on amount collected through cashless means will be paid to the Operator. OMC will be bound to follow the SOP issued by NHA in this regard.
- n. In case NHA introduces any additional facility like AVC, ANPR etc. in any lane of toll plazas within the currency of contract, then OMC will be liable to run and operate (with no additional cost to employer) the same for the purpose of traffic count and data collection and will not be linked to O&M share.

1.3 In carrying out its obligations, **OMC represents and covenants** that:

- a. OMC shall, within 14 days from the date of commencement, provide the Employer with a list of names and details of its entire staff. The OMC shall provide revised lists in the event of any change;

- b. All staff members and employees of OMC deputed to and working at the Project Site shall have received security clearance from such police station as may fall within the local limits of their permanent address. The OMC shall cause all such staff members and employees to be registered at the police station within the local limits of the Project Site.
- c. No person other than the list provided to NHA shall be allowed to access or stay at NHA facilities and will be taken as un-authorized;
- d. NHA has the right to enter upon the facilities and inspect the assets and personnel any time;
- e. OMC is bound to immediately remove any un-authorized person at the directions of NHA;
- f. All employees deputed by OMC at the Project Site shall at all times be in proper uniform with Name Tags as approved by the NHA;
- g. Work timings for the Project Site staff shall be eight (08) hour/shift;
- i. Majority of the Project Site staff may be employed from the surrounding areas of its locality;
- j. The Project Site along with its equipment and structure shall be kept and maintained in good and clean condition at all times;
- k. Suitable and well-organized security arrangements shall be provided at the Project Site and its surrounding area for the safety of NHA assets and commuters;
- l. There are no proceedings pending or threatened for the liquidation of OMC or that could materially or adversely affect the performance by OMC of its obligations under this Agreement;
- m. This Agreement has been duly authorized, executed and delivered by it and constitutes the irrevocable, legal, valid and binding obligation of it.
- n. Standby generators will be maintained regularly as per standard procedure.
- q. That close liaison with the WAPDA authorities will be maintained and persisted during currency of contract to precisely know about schedule of load shedding, if any.
- r. That support staff deputed on toll plazas will be given free and unhindered access in lanes, toll booths and control room round the clock.

The OMC shall provide, implement and manage all services provided under the Contract according to an approved Standard Operating Procedures (SOP) and according to the terms and conditions described herein.

The OMC shall develop, implement and maintain a Toll Operations SOP. A preliminary outline of this SOP shall be included in the Technical Bid. The OMC shall submit the SOP to the NHA for review and approval. The SOP shall address the following activities.

i.	Operation& Management of Toll Collection
ii.	Deployment plan along with organizational setup.
iii.	Provide and maintain gardening/flowering at toll plazas including buildings, mosque, and allied lawns / facilities
iv.	Any other services which are required for toll operations & toll plazas management on National Highways will become part of the SOS.
2.0	PAYMENT OF TOLLS
	The OMC’s employees and representatives shall pay all toll charges at the standard rate applicable to the public for passage of all vehicles on National Highways

G. FACILITIES OPERATIONS

1.0 GENERAL

The OMC shall be responsible for performing all activities related to the maintenance and upkeep of all NHA’s facilities handed over to the OMC for performing the services under this contract agreement.

The OMC will also be responsible for maintenance of roadway lighting and parking lot lighting. The overall aesthetics and area upkeep to international standards will be the OMC’s responsibility.

The OMC shall develop, implement and manage a “Facilities Maintenance Procedure”. The OMC shall submit the procedure to the NHA for review and approval in accordance with the Scope of Services. The procedure shall address the functions detailed in the following paragraphs.

1.1 PAYMENT OF UTILITY BILLS

Payment of all utility bills will be the responsibility of the OMC. NHA will not be accountable in any non-payment of such bills.

2.0 CUSTODIAL SERVICES

The OMC shall provide management, supervisor, labor, equipment and supplies necessary to perform janitorial / pest control services as described herein. The OMC shall establish cleaning schedules to the NHA’s satisfaction and accomplish periodic work in conformation with those schedules. All manpower necessary for the purpose will be

employed by OMC and expenditure included in appropriate head in summary of cost.

3.0 CLEANING PERIOD

4.0 CLEANING WORK QUALITY REQUIREMENTS

4.1 Toilet Rooms (including private toilet rooms): Floors and walls shall be cleaned using cleaner-disinfectant. The floors, including corners and baseboards, shall be clean and dry, and present a general appearance of cleanliness. Fixtures shall be clean and bright. There shall be no obvious dust, stains, mold, or incrustation. Supply dispensers shall be filled. Waste receptacles shall be emptied, cleaned, and disinfected. Liner bag shall be replaced daily.

4.2 Room Cleaning (including all office areas): All waste generated in the building shall be collected and removed to the designated areas as specified in SOP. Carpeted surfaces shall be free of obvious dirt, dust and other debris. Floor surfaces shall be clean and free of debris of foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under furniture, spillage, dirt accumulation or crust material shall be removed, along with spots and stains. When spot-cleaned, areas shall blend with the adjacent areas of the carpet, Spots, smudges or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces. Wastebaskets shall be maintained free of debris and residue.

4.3 Entrances, Lobbies and Corridors: Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or near baseboards, behind doors or under the furniture. Carpeted surfaces shall be free of obvious dirt, dust and other debris. Metal surfaces shall be free of smears, smudges or stains and shall be clean, bright and polished to uniform luster.

Wood surfaces shall be free of dirt, dust or streaks, all horizontal, vertical, and under surfaces shall be free of obvious dirt, smudges or spots, Corners, crevices, moldings and ledges shall be free of obvious dust. Glass surfaces shall be clean and free of dirt and debris.

4.4 Lanes, Ramps, Driveways and Parking areas shall be free of trash and other discarded materials. Grease, tar, and oil shall not be allowed to permeate concrete/pavement surfaces.

4.5 Toll Booths: The requirements described for room cleaning apply to the cleaning of toll booths.

- 4.6 Exterior cleaning: All areas shall be free of debris and trash. Grounds and sidewalk areas shall be free of paper, trash, bottles and other discarded materials.
- 4.7 Public Toilets: All vertical and horizontal surfaces shall be clean and free of dirt, dust, smudges or streaks.
- 4.8 Plaza Control Room Areas: The cleaning requirements in this area shall be the same as room cleaning except that weekly the floor shall be dry washed. Floor surfaces shall be clean and free of debris or foreign matter. Walls, baseboards and other surfaces including equipment shall be free of splashing and markings. The finished areas shall have a uniform luster.

5. PEST CONTROL

1.0 GENERAL

The OMC shall furnish service to exterminate rodents and insects and other pests using only those pesticides that comply with the provisions of the country; health regulations.

Insect control includes those measures which are necessary to suppress crawling and flying insect populations within the facilities covered by the Contract by using properly registered ban labeled pesticide products and approved devices.

Rodent control includes those measures necessary to suppress populations of rats, mice and/or any other species that become a pest within or around the NHA premises covered by this contract.

2.0 FREQUENCY OF SERVICES

Conduct a thorough inspection and treatment every three (03) months.

3.0 QUALITY REQUIREMENTS

- 3.1 Programs for the control of rodents, insects and other pests shall be continually in effect. There shall be no signs of infestations.
- 3.2 The work shall be done quickly at the frequencies shown.
- 3.3 All works under the Contract shall be done in a safe and hazard-free manner, as indicated in the work guidelines.

4. LANDSCAPE MAINTENANCE

4.1 GENERAL

The OMC shall perform landscaping maintenance to ensure that proper grounds keeping for plaza, ramp and buildings are accomplished on a

daily basis. Perform routine yard work type activities including mowing, edging and trimming of the grass shrubs. The area and limits of grounds keeping are distinguishable in the field but, in general, include the vicinity of the plaza.

4.2 LAWN AND GARDEN CARE

Mowing and edging of grass shall be performed but not more frequently than once per week. All cuttings shall be done in a way that results in a stand of mowed grass or vegetation cut uniformly at a nominal two-inch height with no streaks. The accumulation or piling of cuttings will not be permitted.

5. BUILDING MAINTENANCE

5.1 GENERAL

The OMC shall provide all labor, equipment and materials necessary to perform maintenance and repairs to the interior and exterior of the facility that includes but is not limited to exterior walls, roofing, flashing, skylights, ventilators (and other items that pierce the roof) gutters, downspouts, splash blocks, soffits, overhangs, windows, doors, sidewalks, driveways, roads, curbing, parking areas patios and exterior stairways, ceiling and ceiling tile, doors, windows and coverings, toilet fixtures, piping systems and electrical systems and equipment (including lighting fixtures).

5.2 WORKMANSHIP AND QUALITY

The level of maintenance shall assure that the building facilities are free of missing components, of defects that affect the safety appearance or intended use of the facility or would prevent any electrical, mechanical, plumbing or structural system from functioning according to the design intent. Corrected or repaired work shall be carried through to completion, including touch-up painting and / or operational checks.

The OMC shall perform touch-up painting to the interior and exterior of the facility as required in the accomplishment of maintenance and repair work. Interior and exterior painting scheduled periodically shall be coordinated in advance with the NHA. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment. All replacements shall match existing components / items in dimension, materials and quality of work.

Debris shall not be allowed to spread into adjacent areas not accumulated in the work area itself. All such debris, excess materials, and parts shall be cleaned up and removed at the completion of the job and / or at the end of each day while work is in progress.

5.3 LOCKSMITH SERVICES

The OMC shall furnish locksmith services through coordination with the NHA for routine installation and removal of lock-sets and tumblers, duplication of keys, repair of defective lock-sets, an opening doors in case of lost keys. If the OMC loses any keys, the OMC shall be responsible for changing out or re tumbling all affected locks and shall provide the appropriate keys at the OMC's expense. In the event a master key in the OMC's possession is lost or duplicated, all locks and keys for that system shall be replaced. All new locks shall fit existing mater key systems and be keyed to fit existing keys for the locks being replaced.

6. EQUIPMENT OPERATION AND MAINTENANCE

6.1 GENERAL

The OMC shall provide all management supervisions, labor, materials, supplies, spare parts, tools, equipment, planning, scheduling and coordination to ensure the effective and economical operation, maintenance and repair of mechanical / electrical equipment.

Building equipment and system to be operated, maintained and repaired include, but are not limited to:

- i. All computers, printers, smart cards scanning machines, satellite access etc.
- ii. Air-conditioning equipment and systems
- iii. Air-handling / distribution equipment and systems
- iv. Domestic water equipment and systems and provide potable water.
- v. Electrical equipment, lighting switchgear systems, and standby or emergency generators.
- vi. Fire protection equipment and system
- vii. Heating equipment and system
- viii. Sanitary sewage equipment and systems
- ix. Storm drainage equipment and systems
- x. Utility systems
- xi. Plaza lighting including canopy, island, administration building, parking lot and other toll facility lighting roadway lighting and Fog lights.
- xii. All computers, devices purchased will kept in working condition & will be delivered in good condition.

6.2 EQUIPMENT OPERATION

The OMC shall operate all mechanical, electrical, plumbing and utility systems in conformance with NHA energy conservation and efficiency requirements and maintain such systems at an acceptable level throughout the Contract performance period. The building systems shall be operated in an energy efficient manner.

On a daily basis, report to the NHA the status of any major equipment or systems not operating, or that becomes non-operational during the workday. Any system or equipment not operational by the first shift shall be reported to the NHA by 8:00 a.m. Fire alarm and security system malfunctions must be reported immediately to the NHA.

6.3 EQUIPMENT MAINTENANCE

6.3.1 MAINTENANCE PROGRAM

The program shall include, but is not necessarily limited to, a preventive maintenance schedule, periodic inspection, testing, cleaning etc.

The OMC shall notify the NHA in advance, in writing maintenance or repair work to be done which requires opening or dismantling of equipment such as but not limited to generators, pumps etc. NHA may inspect the site during and after such work is done.

6.3.2 LEVEL OF PERFORMANCE, WORKMANSHIP

All equipment and systems shall be maintained at an acceptable level as defined below to assure that the plaza, buildings, etc., are operated efficiently. An acceptable level of maintenance is the level of maintenance that will preserve the equipment in unimpaired operating condition; i.e. above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment. Perform scheduled and unscheduled maintenance and repairs, as necessary, on as 8-hour a day five days per week basis, including emergency call-back service.

All equipment shall be maintained according to the manufactures recommendation. Work shall be performed by authorized service dealers and representatives. The OMC shall ensure that the preventive maintenance schedule meets the recommendations of the equipment manufacturer.

6.3.3 PREVENTIVE MAINTENANCE

The OMC shall submit a final preventive maintenance program for the equipment and systems at the NHA's facilities to the NHA for review and approval in accordance with the Scope of Services. The OMC shall identify those items on which preventive maintenance shall be done. For each item identified, the OMC shall show the frequency the preventive maintenance shall be done and describe the work to be done.

The OMC shall maintain preventive maintenance records for each piece of equipment or system. Records shall reflect periodic maintenance done and the schedule and completion dates. The

OMC shall update the preventive maintenance record and history files monthly. Within 15 days after the end of each month, the OMC shall submit a monthly progress report to the NHA showing the preventive maintenance work done on each piece of equipment and deficiencies noted.

6.3.4 ELECTRICAL SYSTEM

The OMC shall perform inspection, testing and maintenance of the building's electrical distribution system, including, but not limited to substations, emergency or standby generators, power transformers, switch gear, control panels, circuit breakers, etc. This work shall be done by the qualified personnel who are fully knowledgeable and certified to inspect, test and maintain the building's high and low voltage electrical power distribution systems. The OMC shall furnish the NHA with an officially certified report, quarterly, detailing the items inspected, results of tests, preventive maintenance adjustments done and include a brief description of any defects found. The report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service.

7. PRESSURE CLEANING OF PLAZA LANES

7.1 GENERAL

The OMC shall provide all labor, materials, tools, equipment and incidents (including water if not available at the facility) necessary to perform pressure and chemical cleaning of lane slabs to remove tar, asphalt and marks on the pavement. The OMC shall use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, and marks on the pavement on the lane pavement slabs.

7.2 SCHEDULING OF ACTIVITIES

All work shall be performed between the hours of 10:00 p.m. and 6.00 a.m. local time, unless otherwise approved by NHA. Adequate lighting shall be provided by the OMC.

The OMC shall comply with the following lane closing requirements:

Main Line Barrier Plaza – Only one (1) lane in a given direction shall be closed at a time, during lean hours for repair and maintenance. The closing period for the purpose must not exceed one hour.

8. WORKMANSHIP AND CLEANUP

Upon completion of each day's work, the Contractor shall ensure that the plaza is free from debris caused by the work and shall remove and dispose of such debris off NHA right-of-way.

Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The OMC's plan for performing the work shall indicate methods of directing this water into drains at the site. At the completion of the cleaning operations for each individual lane, and prior to opening the lane to patron traffic, the OMC shall remove any standing water from the lane, its approach and the exit area.

9. PROTECTION OF LIFE AND PROPERTY

The OMC shall provide a method of protecting patron vehicles from sprayed water and chemicals / cleaner. The OMC shall detail this method of protection in the plan for performing the work.

The OMC shall protect the equipment of the NHA during the time that cleaning is in progress and shall be responsible for any and all damage to the property of the NHA and to the public moving through the toll facility caused by OMC's operations.

The OMC shall perform this work in such a manner so as to avoid any damage to the reflective pavement markers, embedded electronic sensors and expansion joints.

Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the OMC's equipment or personnel.

11. WORK AREA SAFETY

OMC shall employ sufficient barrier cones to identify his personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes.

OMC shall provide signage and / or barriers which will adequately warn oncoming traffic that lane is closed for cleaning.

OMC's employees and subcontractors shall wear orange safety vests and hard hats at all times when working at toll plaza.

12. TOOLS AND EQUIPMENT

The OMC shall supply all tools and equipment necessary to perform all operations and maintenance tasks under the Contract.

13. SPARE PARTS

The OMC shall establish and maintain a stock of commonly used spare parts required to support all maintenance requirement of the Contract.

VII. APPENDICES/ANNEXURES & SAMPLE FORMS

GLOSSARY OF TERMS

Wherever in the Scope of Services or in other documents pertaining to the Contract, the following terms appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown herein.

Attended Toll Lanes: A plaza toll lane with a toll collector on duty to either manually or electronically collect tolls.

Authority: National Highway Authority

Conditions of Contract: Requirements of Employer for performing the services as set out in contract documents.

Counting Room: The room in the toll plaza operating building where toll collectors / attendants prepare cash trays before going on duty, and where money is counted at the end of the shift.

Data Lines: Telephone or other communication lines used specifically for computer system data transfer between system locations.

Day: Every day shown on the calendar, ending and beginning at midnight.

Emergency Power: See Standby Power

Emergency Generator: See Standby Generator.

ETC: Electronic Toll Collection system. The Authority's system is a computerized data collection and processing complex, consisting of the necessary hardware and software to accurately and efficiently collect, process, report, and archive traffic and toll revenue.

OMC: Operations and Management contractor for performing the services under this contract.

Mobilization: The work necessary to begin work on the project, including, but not limited to those operations necessary for the movement of personnel, equipment supplies and incidentals to the project site, the establishment of project offices and other facilities, the preparation of initial project plans, SOPs and other required documentation, recruitment and training of project staff; design and procurement of uniforms; the costs of securities and any other required insurance; other preliminary expenses necessary for the start of the work.

Patron: Any person using and paying tolls on the Authority's roadway system.

Performance Evaluation Committee: The committee designated by the Authority to monitor and evaluate the OMC's performance.

Plaza Operations Building: At each mainline toll plaza, this building houses plaza supervisory and control functions, computer facilities, an employee break room, lockers, money vaults, storage room, electrical facilities, mechanical functions, shop counting room etc.

O&M Operation and management

Shift Reports: Reports printed to verify and audit a toll collector's shift monetary and vehicle count.

Standby Generator: An electrical generator device at a facility which provides temporary power to the facility during loss of utility service when activated by the loss of voltage in the electrical system.

Standby Power: Temporary electric power to a facility provided by UPS and the Standby Generator.

System Reports: ETC reports of toll system operations and status.

Toll Collector: A person who collects tolls.

Toll Facilities/Plaza Manager: The person responsible for the entire operation and management of the plazas.

OMC Operation Office: The building from which the Toll Operation Contractor conducts the entire operation and management of all toll plazas.

Toll Operator: See Toll Collector

Toll Receipt: A receipt provided to the patron for the payment of cash toll.

Toll Rate Schedule: A list of vehicle classification and corresponding toll rates.

Toll Shift Supervisor: A person who is responsible for a complete shift at toll plazas.

Float: The cash amount with which a toll collector begins his shift.

Transaction: Any vehicle passing through toll plaza for which a toll is due (including non-revenue and emergency vehicles), whether or not such passage was recorded.

Violator: A violator is any vehicle passing through a toll lane without paying the proper toll.

Extra Wide Lane: A specially signed and marked lane on the extreme sides of a toll lane through which vehicles wider than that remaining plaza lanes may pass.

Working Day: Any calendar day, exclusive of Sundays and public holidays.

Employer: Chairman, National Highway Authority, 28-Mauve Area, G-9/1, Islamabad, Pakistan.

ABBREVIATIONS

OMC	-	Operations & Management Contractor (The Supplier)
OM&M	-	Operations Management & Maintenance
ETC	-	Electronic Toll Collection system
SOP	-	Standard Operating Procedure

(INTEGRITY PACT)

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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Supplier] 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 Buyer:**[Seal]**

Name of Seller/Supplier: **[Seal]**

Signature:

Signature:

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

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) wit address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) wit 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 bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

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 all requirements of Clause 49, Defects Liability, of Conditions of Contract are fulfilled.

PS-2

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

We, _____ (the Guarantor), waiving all objections and defences 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.

NOTE: This Bank Guarantee should remained intact until release by NHA and same is returned to your bank in original.

Guarantor (Bank)

Witness:

1. _____

Corporate Secretary (Seal)

Signature _____
Name _____
Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

Contract Form

THIS CONTRACT AGREEMENT made the ____ day of _____, 20__ between [name of Employer] (hereinafter called “the Employer”) of the one part and [name of OMC] of [city and country of OMC and legal address] (hereinafter called “the OMC”) of the other part.

WHEREAS the Employer is desirous that certain services, viz _____ should be performed by the OMC and has accepted a Bid by the OMC for the execution of such services strictly in line with the requirements of Employer as set out in the contract documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - i. The Contract Agreement
 - ii. The Letter of Acceptance
 - iii. The completed Form of Bid (including Financial Bid Form)
 - iv. Addendum/Corrigendum to Bid if any
 - v. Bid Data Sheet
 - vi. Scope of Services
 - vii. Schedule of Requirements
 - viii. General Conditions (Article-I to XII)
 - ix. Appendices
3. In consideration of the payments to be made by the Employer to the OMC as hereinafter mentioned, the OMC hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the OMC, in consideration of performing the services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signature of the OMC

Signature of Employer

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

ANNEXURE – A

Toll Rates

Sr. No	Vehicle Category	Rates on National Highways N-5 & N-80 (Per Crossing) (Rs.)	Rates on IMDC N-75 (Per Crossing) (Rs.)
1	Car/Jeep/Land Cruiser/Pajero/ and all types of Suzuki van/pick-up, Tractor without Trolley and equivalent.	30/-	60/-
2	Wagon upto 24 seats, Pick-up-all types modified to carry passengers (Toyota Hilux single/double cabin), Milk truck M-3000, Coaster and Mini Bus built on T-3500 Mazda Chassis (upto 24 seats) and Mini Truck/Tanker built on T-3500 Mazda Chassis.	50/-	80/-
3	Buses/Coaches with more than 25 seats	100/-	170/-
4	2 Axle Trucks/Tractor with Trolley	120/-	200/-
5	3 Axle Trucks		
6	4/5/6 Axle Articulated Trucks	250/-	400/-

Note: IF TOLL RATES ARE CHANGED BY NHA DURING THE CURRENCY OF CONTRACT, THEN THE OMC'S BID SHALL BE ADJUSTED ON PRO RATA BASIS ACCORDINGLY.

NATIONAL HIGHWAY AUTHORITY
MINISTRY OF COMMUNICATIONS
GOVERNMENT OF PAKISTAN

FINANCIAL PROPOSAL

FOR

**OPERATIONS, MANAGEMENT & MAINTENANCE (OM&M)
OF 14x ETTM TOLL PLAZAS AND COLLECTION OF TOLL
REVENUE ON NATIONAL HIGHWAYS ON PERCENTAGE
SHARING BASIS FOR THE PERIOD OF THREE YEAR FY-
(2022-2025)**

BID FORM

BID FORM

TOLL PLAZA: _____ **N-** _____

To:

General Manager (Revenue)
National Highway Authority,
Ph: 051-9260843, Fax: 051-9261116

1. Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, confirm to operate, manage and maintain the above Toll Plaza in conformity with the said bidding documents. **WE HEREBY OFFER Monthly Minimum Guaranteed Revenue as under for subject toll plaza as under:**

(Note: It must be noted that bid must be filled both in figures and in words clearly without any over writing, cutting etc.,)

Financial Year	Minimum Guaranteed Revenue		
	Monthly	x	Yearly
2022-23	Rs.	12	Rs.
2023-24	Rs.	12	Rs.
2024-25	Rs.	12	Rs.
Total yearly bid for 2022-2025:			Rs.
In words	Rupees _____		

2. All the traffic flow from the toll plaza will be recorded by the ETTM System. The amount declared by the ETTM System over & above the monthly minimum guaranteed amount will be distributed by between NHA and OMC as follows:

NHA Share: _____ % **OMC Share:** _____ %

3. NHA will pay monthly Operation & Management costs to the OMC on monthly basis as per fixed rate given below after deduction of any penalties (if applicable). Provide breakup at Financial Forms 2 & 3 (Total monthly charges at FF-4). The quoted O&M Charges must not be less than the indicated amounts at (FF-3).

OM&M Charges: _____

Following criteria will be used for bid price evaluation:

$$\text{Evaluated Bid} = \mathbf{A} + (\mathbf{B} \times 10\% \times \mathbf{C}) - (\mathbf{D} \times 36 \text{ months})$$

A: Quoted Guaranteed Bid, **B:** NHA Share in % of amount declared by ETTM System over & above the quoted guaranteed bid, **C:** Reserve Price, **D:** Quoted Monthly O&M Charges

Notes:

- i. The OMC will deposit **Monthly minimum guaranteed amount in advance to NHA on monthly basis within 1st week.**
 - ii. On the end of each month, OMC and TSP staff will sign a Monthly Management Report (MMR) reflecting declared revenue as per ETTM System and amount over and above the monthly minimum guaranteed. **This over & above amount will be deposited to NHA within 1st week of successive month.**
 - iii. The OMC will raise an invoice on monthly basis to claim the OMC share and O&M Charges as given at para 2 and 3 above.
4. 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. _____ drawn in your favour or made payable to you and valid for a period for twenty eight (28) days beyond the period of validity of Bid.
- 5. All factors which may affect revenue collection like traffic trends, traffic mix, seasonal variations, mix of commuters, volume of exempted vehicles as per NHA policy, interruption in traffic flows etc shall be taken into account by the bidders while quoting their bids. During the currency of the contract “NO CLAIM IN THIS RESPECT SHALL BE ENTERTAINED BY NHA”**
6. If any typo error i.e marks of =, / or any other error was found at the time of announcement of financial bid then it will be rectified from the bidder or his representative in the presence of bidders by Tender Opening & Evaluation Committee. However, repeated mistakes made by any habitual bidder will not be accepted and his bid will be declared non-responsive and his bid security will be forfeited in favor of NHA.
7. We undertake, if our Bid is accepted, we will provide all the services as per scope of services and in accordance with terms and conditions as specified in the bidding documents.
8. 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.
9. We agree to remain committed to this Bid for a period equal to bid validity period and any extension thereof from the date fixed for Bid opening under Clause-3 of the LOI and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
10. 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.
11. We understand that you are not bound to accept the lowest or any bid you may receive.

12. 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.

13. 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.

Dated this _____ day of Month _____ 20 _____

Signature _____ in the capacity of _____ duly authorized to sign bids for and on behalf of

Address: _____

Witness:

(Signature) _____

(Name) _____

Address: _____

Occupation: _____

Financial Form -1

BREAKDOWN OF RATES FOR STAFF

Project: _____ Firm: _____

Position	Qualification	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

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

Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee.

Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc.

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Note: The minimum percentage of item (1) should be preferably 50% of (8).

Full Name: _____

Signature: _____

Title: _____

Financial Form - 2

ESTIMATED SALARY COSTS/REMUNERATION

Sr. No.	Position	Minimum Qualification	Nos.	Monthly Remuneration Rate	Total Estimated Amount (Rs.)
			A	Rs.	Rs.
	TBO				
	Relievers				
	Shift Supervisor				
	TPM				
	Guards				
	Cook				
	Janitorial staff				
	ETTM Supervisors	BA	04	35,000	
			Total	-	

(to be carried to Form FF-4)

Financial Form - 3

(04 Lanes Plaza i.e. Chenab NB and Chenab SB only)

MONTHLY COST OF OTHER O&M ACTIVITIES (04 Lanes)

Bidder must account for & consider cost of all O&M activities as elaborated in bidding documents in his quoted bid and write the expenses against each head in this form.

Sr.	Description	Requirement	Estimated Minimum Cost	Quoted Cost
1.	Operation & Maintenance of Generator	OMC will operate the plaza generators during load-shedding to ensure the operation of ETTM system		
	Diesel Fuel	Fuel Tanks to be kept up all the time	102,000	
	Oil, Oil Filter & Fuel Filter replacement of Generator	To be changed after every 100 hrs	25,000	
	Maintenance of Generator	Incident and regular maintenance	10,000	
2.	Repair & Maintenance of UPS	The OMC will keep the plaza generator and UPS maintained along-with replacement of batteries	10,000	
	Replacement of Batteries installed at Plaza for ETTM system	Once a year the batteries of the UPS will be replaced	15,000	
3.	Repair & Maintenance of Toll Plaza, Buildings, Road Furniture, and other Installations	The OMC under this Contract is required to keep the toll booths, plazas and buildings maintained in original condition	25,000	
4.	Repair & Maintenance of ETTM Equipment and related items	OMC is required to keep the ETTM and related system maintained under the Contract as per scope of work	150,000	
5.	Electricity Bills of i. Streetlights ii. canopy lights iii. Air Conditioners of Server Room and Network Room iv. Air Conditioners of all toll booths	To be operated throughout the contract period	250,000	

6.	Other Miscellaneous costs			
	Stationary, Mails etc		10,000	
	Uniform of Toll Booth Staff		20,000	
	Issuance of Receipts through Thermal Printers or toll tickets	OMC is required to issue system generated toll tickets for commuters	90,000	
7.	Any other cost associated with Scope of Work but not mentioned above.			
8.	Overheads			
9.	Insurances			
	Total: (to be carried to Form FF-4)		707,000	

Note:

- Bidders must quote cost equal or more than minimum estimated costs. Otherwise the bid will be declared non-responsive.
- Bidder must provide the above breakup of expenses and if not provided the consequences shall rest on the bidder and no claim shall be entertained in this regard
- In case of non-compliance to any of the above O&M heads during operations, the OMC shall be penalized as per penalty clause 3.7

Financial Form - 3
(06 Lanes Plaza i.e. Qutbal Toll Plaza)

MONTHLY COST OF OTHER O&M ACTIVITIES

Bidder must account for & consider cost of all O&M activities as elaborated in bidding documents in his quoted bid and write the expenses against each head in this form.

Sr.	Description	Requirement	Estimated Minimum Cost	Quoted Cost
1.	Operation & Maintenance of Generator	OMC will operate the plaza generators during load-shedding to ensure the operation of ETTM system		
	Diesel Fuel	Fuel Tanks to be kept up all the time	102,000	
	Oil, Oil Filter & Fuel Filter replacement of Generator	To be changed after every 100 hrs	25,000	
	Maintenance of Generator	Incident and regular maintenance	10,000	
2.	Repair & Maintenance of UPS	The OMC will keep the plaza generator and UPS maintained along-with replacement of batteries	10,000	
	Replacement of Batteries installed at Plaza for ETTM system	Once a year the batteries of the UPS will be replaced	15,000	
3.	Repair & Maintenance of Toll Plaza, Buildings, Road Furniture, and other Installations	The OMC under this Contract is required to keep the toll booths, plazas and buildings maintained in original condition	25,000	
4.	Repair & Maintenance of ETTM Equipment and related items	OMC is required to keep the ETTM and related system maintained under the Contract as per scope of work	175,000	
5.	Electricity Bills of i. Streetlights ii. canopy lights iii. Air Conditioners of Server Room and Network Room iv. Air Conditioners of all toll booths	To be operated throughout the contract period	250,000	

6.	Other Miscellaneous costs		0	
	Stationary, Mails etc		10,000	
	Uniform of Toll Booth Staff		20,000	
	Issuance of Receipts through Thermal Printers or toll tickets	OMC is required to issue system generated toll tickets for commuters	90,000	
7.	Any other cost associated with Scope of Work but not mentioned above.			
8.	Overheads			
9.	Insurances			
	Total: (to be carried to Form FF-4)		682,000	

Note:

- Bidders must quote cost equal or more than minimum estimated costs. Otherwise the bid will be declated non-responsive.
- Bidder must provide the above breakup of expenses and if not provided the consequences shall rest on the bidder and no claim shall be entertained in this regard
- In case of non-compliance to any of the above O&M heads during operations, the OMC shall be penalized as per penalty clause 3.7

Financial Form - 3

(08 Lanes Plaza i.e. Iqbal Shaheed, Harro, Mandra, Tarakki, Jhe, Hrp, Okra, Khanbela Toll Plazas)

MONTHLY COST OF OTHER O&M ACTIVITIES

Bidder must account for & consider cost of all O&M activities as elaborated in bidding documents in his quoted bid and write the expenses against each head in this form.

Sr.	Description	Requirement	Estimated Minimum Cost	Quoted Cost
1.	Operation & Maintenance of Generator	OMC will operate the plaza generators during load-shedding to ensure the operation of ETTM system		
	Diesel Fuel	Fuel Tanks to be kept up all the time	102,000	
	Oil, Oil Filter & Fuel Filter replacement of Generator	To be changed after every 100 hrs	25,000	
	Maintenance of Generator	Incident and regular maintenance	10,000	
2.	Repair & Maintenance of UPS	The OMC will keep the plaza generator and UPS maintained along-with replacement of batteries	10,000	
	Replacement of Batteries installed at Plaza for ETTM system	Once a year the batteries of the UPS will be replaced	15,000	
3.	Repair & Maintenance of Toll Plaza, Buildings, Road Furniture, and other Installations	The OMC under this Contract is required to keep the toll booths, plazas and buildings maintained in original condition	25,000	
4.	Repair & Maintenance of ETTM Equipment and related items	OMC is required to keep the ETTM and related system maintained under the Contract as per scope of work	175,000	
5.	Electricity Bills of i. Streetlights ii. canopy lights iii. Air Conditioners of Server Room and Network Room iv. Air Conditioners of all toll booths	To be operated throughout the contract period	275,000	

6.	Other Miscellaneous costs		0	
	Stationary, Mails etc		10,000	
	Uniform of Toll Booth Staff		20,000	
	Issuance of Receipts through Thermal Printers or toll tickets	OMC is required to issue system generated toll tickets for commuters	100,000	
7.	Any other cost associated with Scope of Work but not mentioned above.		0	
8.	Overheads		0	
9.	Insurances		0	
	Total: (to be carried to Form FF-4)		767,000	

Note:

- Bidders must quote cost equal or more than minimum estimated costs. Otherwise the bid will be declared non-responsive.
- Bidder must provide the above breakup of expenses and if not provided the consequences shall rest on the bidder and no claim shall be entertained in this regard
- In case of non-compliance to any of the above O&M heads during operations, the OMC shall be penalized as per penalty clause 3.7

Financial Form - 3
(12 Lanes Plaza i.e. Sangjani & Gujranwala)

MONTHLY COST OF OTHER O&M ACTIVITIES

Bidder must account for & consider cost of all O&M activities as elaborated in bidding documents in his quoted bid and write the expenses against each head in this form.

Sr.	Description	Requirement	Estimated Minimum Cost	Quoted Cost
1.	Operation & Maintenance of Generator	OMC will operate the plaza generators during load-shedding to ensure the operation of ETTM system		
	Diesel Fuel	Fuel Tanks to be kept up all the time	102,000	
	Oil, Oil Filter & Fuel Filter replacement of Generator	To be changed after every 100 hrs	25,000	
	Maintenance of Generator	Incident and regular maintenance	10,000	
2.	Repair & Maintenance of UPS	The OMC will keep the plaza generator and UPS maintained along-with replacement of batteries	10,000	
	Replacement of Batteries installed at Plaza for ETTM system	Once a year the batteries of the UPS will be replaced	15,000	
3.	Repair & Maintenance of Toll Plaza, Buildings, Road Furniture, and other Installations	The OMC under this Contract is required to keep the toll booths, plazas and buildings maintained in original condition	25,000	
4.	Repair & Maintenance of ETTM Equipment and related items	OMC is required to keep the ETTM and related system maintained under the Contract as per scope of work	175,000	
5.	Electricity Bills of i. Streetlights ii. canopy lights iii. Air Conditioners of Server Room and Network Room iv. Air Conditioners of all toll	To be operated throughout the contract period	350,000	

OPERATIONS, MANAGEMENT & MAINTENANCE (OM&M) OF 14x ETTM TOLL PLAZAS AND COLLECTION OF TOLL REVENUE ON NATIONAL HIGHWAYS ON PERCENTAGE SHARING BASIS FOR THE PERIOD OF THREE YEAR FY-(2022-2025)

	booths			
6.	Other Miscellaneous costs		0	
	Stationary, Mails etc		10,000	
	Uniform of Toll Booth Staff		20,000	
	Issuance of Receipts through Thermal Printers or toll tickets	OMC is required to issue system generated toll tickets for commuters	150,000	
7.	Any other cost associated with Scope of Work but not mentioned above.		0	
8.	Overheads			
9.	Insurances			
	Total: (to be carried to Form FF-4)		892,000	

Note:

- Bidders must quote cost equal or more than minimum estimated costs. Otherwise the bid will be declated non-responsive.
- Bidder must provide the above breakup of expenses and if not provided the consequences shall rest on the bidder and no claim shall be entertained in this regard
- In case of non-compliance to any of the above O&M heads during operations, the OMC shall be penalized as per penalty clause 3.7

Financial Form - 4

SUMMARY OF COST OF OMC

(All costs on monthly basis)

Sr. No.	Description	Amount (Rs.)
1.	Salary Cost/Remuneration (Form FF-2)	
2.	Other O&M Cost (Form FF-3)	
	Grand Total (A) (Per month)	