



**NATIONAL HIGHWAY AUTHORITY**

Ministry of Communications

Government of Pakistan



**REQUEST FOR PROPOSAL**

**OPERATION, MANAGEMENT & MAINTENANCE  
(OM&M) OF PERMANENT AND MOBILE WEIGH  
STATIONS ON NATIONAL HIGHWAY AND  
MOTORWAY TILL THE  
PERIOD ENDING 30TH JUNE, 2023.**

- i. PATTOKI (NB&SB) (N-5) PERMANENT WEIGH STATION**
- ii. RASHAKI (SB) (M-1) MOBILE WEIGH STATION**

**PACKAGE No: \_\_\_\_\_**

**For the Period up to 30<sup>th</sup> June 2023**

## **TABLE OF CONTENTS**

<b>Section I</b>	<b>Invitation for Bids</b>	<b>Page # 03</b>
<b>Section II</b>	<b>Bid Data Sheet</b>	<b>Page # 18</b>
<b>Section III</b>	<b>Addendum (<i>if any</i>)</b>	<b>Page # 25</b>
<b>Section IV</b>	<b>Scope Of Services</b>	<b>Page # 26</b>
<b>Section V</b>	<b>TORs, Institutional Arrangements &amp; Basic Understanding</b>	<b>Page # 28</b>
<b>Section VI</b>	<b>Conditions of Contract “Article I to XII”</b>	<b>Page # 36</b>
<b>Section VII</b>	<b>Special Stipulations</b>	<b>Page # 83</b>
<b>Section VIII</b>	<b>Sample Forms</b>	<b>Page # 88</b>
<b>Section IX</b>	<b>Bid and Financial Proposal Forms</b>	<b>Page # 96</b>

# **SECTION - I**

## **INVITATION FOR BIDS**

## **NATIONAL HIGHWAY AUTHORITY**

MINISTRY OF COMMUNICATIONS  
GOVERNMENT OF PAKISTAN

### **INVITATION FOR BIDS (IFB)**

### **PROVISION OF OPERATION, MANAGEMENT & MAINTENANCE (OM&M) OF PERMANENT AND MOBILE WEIGH STATIONS ON NATIONAL HIGHWAY AND MOTORWAY TILL THE PERIOD ENDING 30TH JUNE, 2023.**

1. National Highway Authority (NHA) invites sealed bids from eligible bidders who can prove their eligibility and qualification as mentioned in the Bidding Documents for Operation, Management & Maintenance of following weigh stations till the period ending 30th June, 2023:-

<b>Sr. No.</b>	<b>Package No.</b>	<b>Location of Weigh Stations</b>	<b>Rout</b>	<b>No of Equipments</b>
01	PWS-(N-5)-20/2021-23	Pattoki (NB&SB)	N-5	02
02	MWS-(M-1)-21/2021-23	Rashaki (SB)	M-1	01

- Bidders are required to be registered with Pakistan Engineering Council (PEC) having valid certificate of Category O-5 or above as mentioned in the bidding documents, as well as possess NTN/STN and are on ATL of FBR.
- Bid security amounting to Rs. 1,000,000/- in the form, amount and validity period as mentioned in bidding documents must be accompanied with "Technical Bid" for each package separately.
- Maximum one (01) No. package in this bidding of weigh stations shall be awarded. In case any bidder comes lowest in one (01) package in individual capacity and / or JV then his next Financial bid shall not be opened and returned unopened to the bidder. The order of opening of bid shall be same as given in the NIT.
- The bidder(s) who are declared defaulters/de-barred firms/entities are not eligible to submit bid/participate in bidding process. However, the bidder(s) whose case are/is already sub-judice or disputed/arbitration is in process at NHA, shall not be treated as defaulter(s) and will be considered for bidding on case to case basis subject to the approval of NHA.
- Bidding documents can be downloaded from NHA website [www.nha.gov.pk](http://www.nha.gov.pk). This advertisement is also available on NHA's and PPRA's Websites. The applicants are advised to visit the site before submission of bids.
- Bidding will be carried out by adopting "Single Stage-Two Envelope" procedure. All bidders are requested to submit, at the time of bid submission, written confirmation (power of attorney) authorizing the person to submit the bid. Written confirmation from owner/head, authorizing the signatory of the Bid to sign the Bid must also be accompanied with the "Technical Bid".
- Sealed bids containing both Technical and Financial bids in separate envelopes shall be received in NHA Auditorium Islamabad on **14<sup>th</sup> December, 2021** till

**1100 hours** Envelope containing technical bid will be opened on same day at **1130 hours** in the presence of the bidders/authorized representatives (who may choose to attend). Financial bids of only technically qualified bidders shall be opened subsequently on the date to be communicated later on.

9. The offered bids will be compared with the base line estimates as given in RFP BF-1 (A) for OM&M of Permanent and Mobile Weigh Stations, and the bids found beyond the range of  $\pm 15\%$  (even in decimal) shall be declared non responsive. The lowest bid among the responsive bids shall be processed for consideration.
10. If two or more lowest bids have been found at par then the lowest bidder who has more technical score in the technical evaluation shall be considered for acceptance.
11. The bidders providing unsubstantiated and / or incorrect information are liable to legal action and disqualification.
12. The bidder(s) shall provide an undertaking on Judicial Stamp paper that his firm is not black listed and he is not defaulter of any other Government Department.
13. 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.

# **INSTRUCTIONS TO BIDDERS (ITBs)**

**General:**

- 1.1 Bidding is open to only those operators who have a valid Registration with Pakistan Engineering Council for F.Y. 2020-21 as an “Operator” in category O-5 or above but have a demonstrable capacity to operate IT-System installed/to be installed on weigh station.
- 1.2 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer shall not be responsible or liable for any such costs in any event whatsoever, regardless of the conduct or outcome of the bidding process.
- 1.3 The Employer is vested with sole discretion for award of contract or cause supervision & be affected for the execution of said contract. Please note that:-  
*“The Employer is not bound to accept the proposals submitted and reserves the right to reject all proposals / bids as per PPRA Rules”.*

**2. Documents Comprising the Bid:**

- 2.1 In addition to the Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued under Clause 2.5.
  - I. Invitation for Bids.
  - II. Bid Data Sheet.
  - III. Addendum to the Request for Proposal (RFP), if any.
  - IV. Scope of Services.
  - V. Terms of Reference (TOR).
  - VI. Conditions of Contract: Articles I to XII.
  - VII. Sample Forms.
  - VIII. Financial proposal forms & Bid forms.
- 2.2 The bidders are required to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause 11, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**Clarifications:**

- 2.3 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the Employer in writing or by fax at the address:  
Office of General Manager (Revenue),  
27-Mauve Area, G-9/1, Islamabad.  
Phone: +92-51-9260190, Fax: +92-51-9261116

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

- 2.4 At any time prior to the submission/opening of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by issuing an addendum.
- 2.5 Any addendum thus issued shall become the integral part of Bidding Documents.
- 2.6 To accord prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may at its discretion extend the deadline for submission of bids.

3. **Bid Validity:**

- 3.1 Bids / proposals shall remain valid for the period of One Hundred and Eighty (180) days after the date of bid submission.
- 3.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension.

4. **Bid Security:**

- 4.1 Each bidder shall furnish, as part of his bid, a Bid Security amounting to Rupees PKR 1,000,000/- against each package (Rupees one million only).
- 4.2 The Bid Security shall be in the form of Bank Draft/Demand Draft/Pay Order/Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the "*Road Maintenance Account, National Highway Authority, Islamabad*" valid for a period equal to Bid validity.



- 4.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture, pursuant to Sub-Clause 4.8 hereof.
- 4.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer forthwith as being non-responsive, pursuant to Clause 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 bidders will be discharged/ returned as promptly as possible except for the top two (02) lowest bidders, which will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier subject to rights of parties under clause 3.2.
- 4.7 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security 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.

5. **Format and Signing of Bid:**

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

mark them “ORIGINAL” and “COPY” as appropriate. In the event of discrepancy between them, the original shall prevail.

- 5.4 The original and a copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign them. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 5.5 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Employer, or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 5.6 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 5.7 Bidders should retain a copy of the Bidding Documents as their file copy.

6. **Submission of bids:**

- 6.1 Each bidder shall submit his bid as under:-
  - 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 Sub-Clause 6.2 hereof.
- 6.2 The Bidder shall paste the Form duly filled in on the inner and outer envelopes as per given sample including;
  - a. Be addressed to the Employer at the address given in Bid Data Sheet.
  - b. Bear the Package number and Date of opening of Bid.
  - c. Provide a warning not to open before the time and date for bid opening.
- 6.3 The Bid shall be delivered in person or sent by registered mail at the address to Employer as given in Bid data sheet heretofore.
- 6.4 In addition to the identification required in Sub-Clause 6.2 hereof, the inner envelope shall indicate the name and address of the bidder to

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

6.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

7. **Deadline for Submission of Bids:**

7.1 (a) Bids must be received by the Employer at the address specified in Bid Data Sheet not later than the time and date stipulated in the Bid Data Sheet.

(b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of bids, which shall not be recompensed by the Employer in any circumstances.

(c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

(d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

7.2 Bids submitted through telegraph, telex, fax or e-mail or by any means other than those specified hereinabove shall not be considered.

7.3 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 2.4, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

8. **Late Bids:**

a. Any bid received by the Employer after the deadline for submission of bids prescribed in Clause 7 will be returned unopened to such bidder.

b. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

9. **Bid Opening and Evaluation:**

9.1 A committee consisting of nominated members by the Employer will open the bids in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bid Data Sheet.

- 9.2 The bidder's representatives who are present shall sign in a register evidencing their attendance.
- 9.3 The bidder's name, bid amount, any rebate, bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer at its discretion may consider appropriate, will be announced by the Employer at the bid opening.
- 9.4 It may be noted that the bids received shall be compared with the standard estimate prepared by NHA and any bid found less or more than the standard estimates by 15% (even by decimal) shall not be accepted and the next lowest bid shall be considered for acceptance.
- 9.5 Only 01 no. package in the current bidding of weigh stations shall be awarded. In case any bidder comes lowest in one package in individual capacity and / or JV then his next Financial bid shall not be opened and returned unopened to the bidder. The order of opening of bid shall be same as given in the NIT.
- 9.6 If two or more lowest bids have been found at par then the lowest bidder who has more technical score in the technical evaluation shall be considered for acceptance.

10. **Clarification of Bids:**

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. Their request 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 & Determination of Responsiveness of Bids:**

- 11.1 Prior to the detailed evaluation of bids, pursuant to Clause 12,
- (a) The Employer will examine the Bids to determine whether;
    - (i) The Bid is complete and does not deviate from the scope,
    - (ii) Any computational errors have been made,
    - (iii) Required sureties have been furnished,
    - (iv) The documents have been properly signed/stamped,
    - (v) The Bid is valid till required period,
    - (vi) The Bid prices are firm during currency of contract if it is a fixed price bid,
    - (vii) The Bidder is eligible to Bid,
    - (viii) The Bid does not deviate from basic requirements and
    - (ix) The Bids are generally in order.

- (b) A bid is likely not to be considered, if;
  - (i) It is unsigned,
  - (ii) Its validity is less than specified,
  - (iii) It is submitted for incomplete scope of work,
  - (iv) It indicates that Bid prices do not include the amount of income tax.
  - (vi) Certified documents are not attached in support of details asked in the technical criteria.
- (c) A bid will not be considered, if;
  - (i) It is not accompanied with bid security,
  - (ii) It is received after the deadline for submission of bids,
  - (iii) It is submitted through fax, telex, telegram or email, or any means other than those specified in clause 7.
  - (iv) The bidder refuses to accept arithmetic corrections in its bid,
  - (v) It is materially and substantially different from the Conditions/ Specifications of the Bidding Documents.

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

11.3 Prior to the detailed evaluation, pursuant to Clause 12 the Employer will determine the substantial responsiveness of each Bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. A material deviation or reservation is one:

- (i) Which affects in any way the scope, quality or performance of the Works?
- (ii) Which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the bidder's obligations as under the Contract; or
- (iii) Whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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. **Detailed 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 Evaluation of bids will be based on Financial Proposals forms to be submitted by the bidders as per Bid Data Sheet.
- 12.3 The detailed information shall be provided as required as it may otherwise make it liable for rejection.
- 12.4 Financial Bids of only the technically qualified bidders will be announced and put to comparison process.

13. **Award Criteria:**

- 13.1 It may be noted that the bids received shall be compared with the standard estimate prepared by NHA and any bid found less or more than the standard estimates by 15% (even by decimal) shall not be accepted and the next lowest bid shall be considered for acceptance.
- 13.2 The contract will be awarded to the lowest bidder after evaluation in light of clause 13.1. The bidder will quote fix rates for the Operation, Management & Maintenance of weigh stations based on salaries of staff, maintenance of IT equipment, weigh buildings and overhead & profits as per the bid forms.
- 13.3 If two or more lowest bids have been found at par then the lowest bidder who has more technical score in the technical evaluation shall be considered for acceptance.

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

- 14.1 Notwithstanding Clause 13, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Employer's action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.
- 14.2 No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the Employer may have clarification meeting(s) to clarify any item(s) in the bid evaluation report.
- 14.3 The applicant must not be a defaulter of revenue of NHA, in any case/shape, or inventory/assets loss or utility bills at any section/toll plazas/weigh stations/police fines/mobile workshops etc. However, the applicants whose cases are pending with the NHA or in a court of law

shall be treated as disputed and may be considered subject to specific approval of NHA.

14.4 If any Bidder quotes bid against any weigh station whose value would be unbalanced or un-appropriate, the employer (NHA) call clarification. Furthermore, Employer reserves the right to award the package through evaluation committee or annul the whole package or annul the procurement in total.

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 mention the fix charges per month which the Employer shall pay to the Bidder in consideration of the performance of the services by the successful bidder as prescribed by the Contract.

15.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.

15.3 Upon furnishing the Performance Security by the successful bidder and other requisites, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

16. **Security:**

16.1 The successful bidder shall furnish/provide to the Employer; the Performance Security amounting to **Rs. 1,000,000/-** (Rupees One Million) Per Weigh Station (Permanent) in the form stipulated in the Bid Data Sheet after the receipt of Letter of Acceptance and before signing of contract agreement.

16.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 16.1 or Clause 17 or Clause 22 shall constitute sufficient grounds for the annulment of the award.

16.3 The Employer (NHA) have right to reject any or all bids.

17. **Signing of Contract Agreement:**

17.1 Within fourteen (14) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Employer will send to the successful bidder the Form of Contract Agreement provided in the Bidding Documents, duly filled in and incorporating all agreements between the parties for signing and return it to the Employer.

17.2 The formal Agreement between the Employer and the successful bidder shall be executed within fourteen (14) days of the receipt of such Form of Contract Agreement by the successful bidder from the Employer.

- 17.3
- i). For non-performance with respect to performance indicators as set out in Conditions of Contract, Scope of services and Minimum service standards and below clauses the contractor shall be fined Rs. 20,000/-.
  - ii). Black dot shall only be recorded on the proposition of DD (Revenue) concerned as per following: -
    - a) Non-operational period
    - b) Bribery/theft
    - c) Misbehavior or etc.
    - d) If the number of occurrences of delayed deposits (in case of National Highway only) increases beyond 3 times in a month then the viol

18. **One Bid per Bidder:**

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

19. **Bidder to Inform Himself:**

19.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works. This shall include but not be limited to the following:

- (a) Inquiries on Pakistani Income Tax / Surcharge or any other Levy imposed by the Government of Pakistan to the Commissioner of the Income Tax, Islamabad Pakistan.
- (b) Tax shall be deducted from the operator invoice as per applicable laws of Govt. of Pakistan
- (c) All public facilities, equipment and resources shall be kept in excellent operational condition all the times.
- (d) To adhere all applicable laws w.r.t services, equipment, human resources, safety and others.

20. **Due Diligence:**

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

21. **Local Conditions:**

Bidder must verify and supplement by his own investigations the all-necessary information about site, local conditions etc. for the purposes of filling and submitting his bid and entering into the contract.

22. **Integrity Pact:**



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

23. **Clarification of Receipt:**

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

# **SECTION - II**

## **BID DATA SHEET (BDS)**

**BID DATA SHEET**

1. The name of the Assignment:

**“Operation, Management & Maintenance of Pattoki (NB&SB) Permanent Weigh Stations on National Highway and Rashakai (SB) on Motorway (M-1)”**

2. Name and address of the Employer:

**Chairman**

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

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

**At NHA HQ:**

- 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.**

**On Site:**

- iii. **General Manager (Region Concerned) NHA (During Operation Period)**

4. The Bidding Documents are:

- i. Invitation for Bids.
- ii. Bid Data Sheet.
- iii. Addendum to the Request for Proposal (RFP), if any.
- iv. Scope of Services.
- v. Terms of Reference (TOR).
- vi. Conditions of Contract: Articles I to XII.
- vii. Sample Forms.
- viii. Financial proposals form & Bid form.

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

**One Original & one copy.**

6. The address for seeking clarification and writing on the proposal:

**General Manager (Revenue)**

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

7. **Schedule of Pre-Bid Meeting:**

Date & Time: **7<sup>th</sup> December, 2021 at 1100 Hours.**

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

8. The address for submission of Bids:

**NHA's Auditorium**

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

9. Deadline for submission of Bids:

**Date & Time (Submission) : 14<sup>th</sup> December, 2021 at 1100 hrs**

**Date & Time (Opening) : 14<sup>th</sup> December, 2021 at 1130 hrs**

10. Bid Security:

**Amount: Rs. 1,000,000/- as per clause 4.1 & 4.2 of ITB**

11. Bid validity: As per clause 03 of ITB

12. Standard form and amount of **Performance Security** acceptable to the Employer:

**Amount: Rs. 1,000,000/-** (Rupees One Million) Per Weigh Station (Permanent) in form of Pay Order/Demand Draft.

**Validity:** Until 90 days after expiry of the Contract period.

13. **Period of Completion of Contract Agreement:**

The period of contract shall be up to **30<sup>th</sup> June 2023** from the date of commencement.

14. **Provision of insurance policies as per Article VII clause 7.3:**

The OM&MC is bound to provide all the insurance policies and integrity pact under this contract within one month after signing the contract.

15. NHA/NH&MP will deploy mobile weigh stations randomly to check over loaded vehicles on Highways and Motorways as and when required.

16. **Completion of Handing / Taking Formalities**

- General Manager (Region) /Director (Maintenance)/Dy. Director (Revenue) (or Dy. Director (Maintenance) if Dy. Director (Revenue) is not posted) will be responsible for making Handing/Taking with the operator.

16(1). **Eligibility and Technical Criteria**

Sr.#	Description	Score (Max)																					
i.	<p><b>Financial position for last three (03) years</b></p> <p style="text-align: right;">Average Annual Net Worth &gt; Rs 300 (m) 20 Rs 150 (m) –Rs 300 (m) 15 Below 150 (m) 0</p> <p>Attach Audited Reports (including Financial Statements) for the last three years (2018-19, 2019-20 &amp; 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><b>Note: i)</b> 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</p> <p>ii) In case of JV (Max 2 firms) NTN in favor of JV must be provided <i>* In case after winning of Contract NTN of JV Firm shall be required</i></p>	<b>20</b>																					
ii.	<p>PEC Registration Certificate in accordance with ITB Sub-Clause 1.1 as under:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">i.</td> <td style="width: 40%;">O-A to O-B</td> <td style="width: 20%;">15 Marks</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>ii.</td> <td>O-2 to O-1</td> <td>12 Marks</td> <td></td> <td></td> </tr> <tr> <td>iii.</td> <td>O-3 to O-4</td> <td>08 Marks</td> <td></td> <td></td> </tr> <tr> <td>iv.</td> <td>O-5</td> <td>05 Marks</td> <td></td> <td></td> </tr> </table> <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>	i.	O-A to O-B	15 Marks			ii.	O-2 to O-1	12 Marks			iii.	O-3 to O-4	08 Marks			iv.	O-5	05 Marks			<b>15</b>	
i.	O-A to O-B	15 Marks																					
ii.	O-2 to O-1	12 Marks																					
iii.	O-3 to O-4	08 Marks																					
iv.	O-5	05 Marks																					
*iii.	<p>Applicant's Relevant Experience Operating Weigh Stations to the required services for <b>last 10 years upto 30.06.2021</b> (Maximum - 20 Marks) such as Government / Semi Government / Provincial Government will be considered subject to provision of attested copies of contract agreement, performance and completion certificates etc., having complete address of concerned office along with telephone No's for verification.</p> <p><i>* As long as experience of any Private Weigh Station operation, will also be considered subject to provision of certified copies of contract agreement, performance and completion certificates as elaborated in clause iii of qualification criteria.</i></p> <p><i>* In case of NHA work detail of contract along with commencement order will be required.</i></p> <p><b>Negative Marking: In case the bidder and /or JV (any partner) has been assigned black dots by NHA in any contract of Weigh Stations during the last 5 years upto 30.06.2021 then 01 No. Negative Marking per black dot will be assign to each bidder whether participated as individual and / or JV (any partner) or with any third person will be applied.</b></p> <p><i>* In case of Joint Venture (JV) the specific experience of lead partner shall be considered.</i></p>	04 Marks/year	<b>20</b>																				
*iv.	<p>Applicant's General Experience of O&amp;M contracts or any Allied Services Experience for <b>last 10 years</b> up to 30.06.2021 (Maximum – 15 Marks) along with attested copies of contract agreement, performance &amp; completion certificates having complete address of concerned office along with telephone No's for verification.</p>	03 Marks/year	<b>15</b>																				
*v.	<p><b>Technical Approach &amp; Methodology for O&amp;M of Weigh Stations:</b></p>		<b>5</b>																				
*vi.	<p>Bidder's Organizational Setup</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">a.</td> <td style="width: 40%;">Public Sector Entity/Company</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>b.</td> <td>Sole Proprietor / Firm</td> <td></td> <td></td> <td></td> </tr> </table> <p><i>* In case after winning of Contract NTN of JV Firm shall be required</i></p>	a.	Public Sector Entity/Company				b.	Sole Proprietor / Firm				10 07	<b>10</b>										
a.	Public Sector Entity/Company																						
b.	Sole Proprietor / Firm																						
*vii.	<p>Proposed staff and CVs of Key staff along with staffing plan (shift wise) for Operation &amp; Maintenance of Weigh Stations as per Form-BF-1.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">i.</td> <td style="width: 40%;">Manager: Qualification FA/BA degree from any educational institute.</td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> <tr> <td>ii.</td> <td>Weigh Operator: Certificate of technical diploma of computer programs.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>iii.</td> <td>Electrician : Certificate from any technical institute</td> <td></td> <td></td> <td></td> </tr> <tr> <td>iv.</td> <td>Flag man/Security Guard/Supervisor (non skilled)</td> <td></td> <td></td> <td></td> </tr> </table> <p>(Relevant marks will be given on provision of attested documents.)</p>	i.	Manager: Qualification FA/BA degree from any educational institute.				ii.	Weigh Operator: Certificate of technical diploma of computer programs.				iii.	Electrician : Certificate from any technical institute				iv.	Flag man/Security Guard/Supervisor (non skilled)				05 05 03 02	<b>15</b>
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iii.	Electrician : Certificate from any technical institute																						
iv.	Flag man/Security Guard/Supervisor (non skilled)																						
** viii.	<p>An undertaking on judicial stamp paper to be furnished confirming the detail of O&amp;M litigation/dispute cases with NHA</p>	Upto 2 cases More than 2 cases	<b>-05</b> <b>-10</b>																				
<b>Total Points (Maximum):</b>			<b>100</b>																				

**Note:** (The minimum qualifying technical score for consideration of financial Bid is 60 marks).  
*\* The Criteria at Sr. No ii to vii shall be scored only for the lead partners in case of JV.*

**\*\*** In any court i.e Civil or Lower Court, High Court or Supreme Court during last 03 years i.e for FY 2018-19, 2019-20 and 2020-21 by the Firm in individual capacity or in JV with other firm. In case of JV both the firms will be marked with negative marking as per criteria.

16(2). The format and requirements related to Audited Financial Reports is elaborated as under:

<b>Sr</b>	<b>Type of Organization</b>	<b>Minimum requirement of Auditors</b>	<b>Basis of preparation of Audit Reports</b>	<b>Basis of preparation of Financial Statements</b>
1.	Corporate entities (duly registered with Securities and Exchange Commission of Pakistan)	Licensed Chartered Accountant Firms (Minimum Partnership Firm with international affiliation) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. Companies Ordinance 1984 or Companies Act 2017 (whichever is applicable). ii. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
2.	Partnership Firm/ AOPs/Joint Ventures	Licensed Chartered Accountant Firms (Minimum Partnership Firm) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
3.	Individuals/Sole Proprietorship	Licensed Cost & Management Accountant Firms enlisted and appearing on the list of firms in ICMAP directory as at the finalization of procurement for organizations of net worth up to 10 million only. 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.	International auditing standards as applicable in Pakistan.	Consistent and acceptable Accounting policies.

**16(3).**

- i. An undertaking on judicial stamp paper to be furnished confirming the detail of litigation / dispute/ cases, both existing and previous, with NHA (if any) with any govt. or private institute/organization.
- ii. Bidder must have NTN & STN and must be listed in Active Tax payer list (ATPL) of FBR.
- iii. In case of JV, NTN in the form of JV must be required.
- iv. Company/firm/registration of sole proprietor ship shall be in the name of bidder.
- v. Maximum 01 No. package in the current bidding of weigh stations shall be awarded. In case any bidder comes lowest in one (01) package in individual capacity and / or JV then his next Financial bid shall not be opened and returned unopened to the bidder. The order of opening of bid shall be same as given in the NIT.
- vi. The offered bids will be compared with the base line estimates package wise as mentioned at Form BF-1A of Bid Form for OM&M of Permanent Weigh Stations respectively, and the bids found beyond the range of  $\pm 15\%$  (even in decimal) shall be declared non responsive. The lowest bid among the responsive bids shall be processed for consideration.
- vii. If two or more lowest bids have been found at par than the lowest bidder who has more technical score in the technical proposal shall be considered for acceptance.

**17. Minimum Service Standards /Performance Indicators:**

<b>Sr #</b>	<b>Items</b>	<b>Minimum Service Standards</b>
1	Operations	Weigh station must be operational 24/7 and 365/year. In this regard standby generator must be available and well maintained
2	Cleanliness of weigh station and approach area	Twice a day and after any thunder storm, Rain storm or any other incident
3	Tempering or any other un-approved changing/replacement/repair/ maintenance of already existing/installed system	Tempering of system or replacement of system or its parts without the consent/approval of Employer is <u>strictly not allowed.</u>
4	Switching off of Lights	Just after sunrise
5	Switching on of lights	Just after sunset or in poor visibility i.e. in fog, in dense smog or in rain storm etc.
6	Uniform of staff with name tags	24/7, 365/year
7	Repair/Maintenance of entry/exit ramps	Road pavement must be in good condition for avoiding any incident of axle breakage
8	System Generated reports	OM&MC shall keep the system operational 24/7 and all truck data should be system generated.
9	Sitting area for minimum 6 persons on each weigh stations	1 per site on each side (NB&SB)

10	PFD and Traffic lights	Must be operational
11	Availability of drinking water (electric cooler) on each weigh stations	24/7 and 365/year on each site and side
12	Sign Board showing approved schedule rates for fine against overloading	On each side
13	Offloading/ Impounding area	Offloading/impounding area must be maintained properly if available
14	First Aid box	Proper first aid box with necessary medicines must be maintained.
15	Display of Notification	Notification having unique ID of each weigh station must be prominently displayed at each weigh station
16	Complaint register/complaint Box	Complaint register must be placed at each weigh station which will be provided and duly signed by the Deputy Director (Revenue) concerned
17	Weigh station building	The building rooms and furniture i.e. tables, chairs, etc. would be properly maintained and would be used for official purposes only and for commuters facilitation



# **SECTION- III**

## **ADDENDUM (IF ANY)**

# **SECTION- IV**

## **SCOPE OF SERVICES**

## **THE SCOPE OF SERVICES**

1. Implementations of “Axel Overload Control Regime” through operation of NHA’s weigh stations National Highways & Motorways.
2. Enforcement of National Highway Safety Ordinance (NHSO-2000).
3. Implementation of over load fine to over loaded trucks carrying load beyond the permissible limits as laid down in NHSO-2000. (if applicable)
4. Operation, Management & Maintenance of weigh station facilities (details provided in the RFP).
5. Maintenance and operation of all civil, electrical, IT related, mechanical and electronic installations; and IT equipment that would be installed in future.
6. Keeping all facilities, security measures, assets and resources in the best healthy manner and to operate as per NHA Standards.
7. Any other operation ancillary thereto, for the purposes of carrying out work in accordance with the stipulations of the RFP.
8. Operate the system installed on the weigh station satisfactorily on the basis of minimum standards given in the RFP.

**SECTION - V**

**TERMS OF REFERENCE (TOR),  
INSTITUTIONAL ARRANGEMENT  
&  
BASIC UNDERSTANDING**

## **TERMS OF REFERENCE (TOR)**

### **Background:**

NHA is implementing “Axle Overload Control Regime” in accordance with National Highway Safety Ordinance (NHSO) 2000 to control premature deterioration of Motorways and National Highway caused by heavy overload traffic.

NHA intends to control overloading to protect the Motorways & National Highway and simultaneously ensure even competition between role players in the transport industry. To achieve this goal, automated Weigh Stations have been established at entry points on the Motorways Network.

For the Operations, Management and Maintenance of the Weighing Stations installed along Motorways & National Highway, NHA intends to hire the services of Management Contractors who have requisite management capabilities with sound technical and traffic management expertise. For the implementation of “Axle Overload Control Regime”, the task of the management contractor is not limited to the operation of the hardware and software of automated Weigh Stations only, but the Management Contractor takes on an overall responsibility of implementing the various aspects of the “Axle Overload Control Regime” policy in accordance with the agreed program with NHA.

### **Scope of Operation & Management Services:**

Following is the scope of work for the operation and management of Weigh Stations:

#### 1. **Facility Management:**

- a. OM&MC Management must have strong background of facility management skills. NHA would hand over the weighing station to the OM&MC who would ensure continuous, round the clock and un-interrupted operations as well as maintain the facility through professionally qualified staff, 24 hours a day for 365 days a year smooth functioning of Weigh Stations.
- b. Operating and managing Weigh Stations on behalf of NHA and to maintain and submit weekly/monthly record thereof to the NHA in a pre-agreed format. Monthly Statement shall be the part of each Invoice, the proof of total amount deposited in Bank shall also be required (If overload fine is applicable). The system generated truck/traffic data shall be the part of each invoice (if applicable).

## 2. **Weigh Station Operations:**

- a. OM&MC Management will undertake the operation of SSWIM Equipment installed along Motorways & National Highway Network as mentioned in the contract agreement, OM&MC must be aware that the processes involved in accomplishing the operations of the Weigh Stations take place at certain areas on the terrain. These are:
  - Roadway
  - Weigh Station approach Ramp
  - Weighing Pad
  - Administrative Building
  - Weighing Stations Exit Ramp
  - Other Areas
- b. OM&MC has to ensure proper weighing operation of all the truck traffic flows through the Weigh Station. Regular and random exercises will be done on the main roadway to urge vehicle to divert to the Weigh Station. OM&MC will ensure that the truck traffic is escorted into the left side of the main carriageway and screen the traffic for empty trucks.
- c. OM&MC will ensure that smooth flow of traffic is regulated on the approach ramp as well as ensure correct alignment for entry in the weigh pad. The speed of entry and exit over the scale will be monitored and offender vehicles blocked in the bleeding bay so that they have no chance to run away and non-violators are allowed to proceed efficiently.
- d. Main focus of the work in the roadway is concerned with bringing in offenders from escape routes and to the Weigh Station and the law enforcement operation under taken within the roadway would be done with a lot of care and in close coordination with other law enforcing agencies (like Local Police, Local Administration and NH&MP).

## 3. **Technical Capability:**

- a. OM&MC Management should have an organizational strength to operate and maintain electronic, electrical and mechanical equipment, in-house strength for handling computer hardware and software and be able to give the first line support to the weighing equipment and its accessories.
- b. OM&MC will administer control over buildings and other assets of NHA including all equipment machinery, installations, ancillary facilities within the Weigh Station premises in a manner consistent with international practices.

- c. OM&MC will ensure the capability, authenticity etc to procure all consumable spares, computer paper, ribbons, furniture; oil needed for efficient running of the Weigh Stations and such cost shall be deemed to be included in OM&MC's bid.

4. **Traffic Management/Traffic Safety/Security:**

- a. OM&MC Management should have basic knowledge of traffic management, traffic safety as well as traffic laws and medical facility i.e. first aid box also be kept there. But not limited to NHSO 2000 to be followed during the operations of Weigh Station and ensuring smooth traffic flow. The OM&MC should be able to enforce road safety procedures, able to take speedy measures in case of road blockage and accidents and have adequate procedures in place to divert the truck traffic smoothly to the Weigh Stations causing minimum inconvenience to the other road users. In case of breakdown in the weighing lane OM&MC should be able to coordinate speedy recovery vehicle ensuring that no damage is done to the equipment, road pavement or any other facility.
- b. All safety measures are the responsibility of the OM&MC on the Weigh Station. Work on the road way can be especially dangerous at night and officials should be aware of drivers not seeing them. Safety of human life and Government property on the area of operation of Weigh Stations lies with the OM&MC.
- c. Appropriate security measures have to be in place not only for the facility but also to act as a deterrent for the offenders. OM&MC should be fully prepared and aware for possibility of attacks on them, or vehicles that may refuse to stop and try to escape. Appropriate procedures have to be in place.
- d. OM&MC would have to keep close coordination with the traffic police and other provincial/federal agencies including District Administration to ensure that the offenders do not succeed in destroying the implementation of the regime.

5. **General:**

- a. All Weigh Stations shall be taken over for operation and Management as per instructions contained in the letter of commencement.
- b. All capital expenditure required for bringing the Weigh Station upto acceptable international standards including weighing lane area facilities, Air conditioners, lighting, any public facilities etc, will be paid by NHA. Such costs will be incurred after prior approval of NHA and will be reimbursed to OM&MC on actual basis only 1<sup>st</sup> time at the commencement of the contract. However, availability of a stand by

generator of required capacity will be the responsibility of the contractor to ensure un-interrupted supply of electricity at weigh station.

- c. OM&MC shall be notified time to time by NHA regarding implementation of provisions of NHSO-2000 or any change in them during currency of contract period, change in scope of Operation & Management and conditions contained herewith under this contract as per NHA convenience. OM&MC shall not be entitled for any claim against such instructions.

6. **Progress/Results:**

- a. OM&MC have to give regular feedback to NHA along with supportive data regarding progress and submit analysis on the traffic data and the overload data, in order to monitor the progress in implementation of Axle Overload Control Regime.
- b. OM&MC will be required to maintain all backup data in hard and soft formats for use by NHA and report all routine and emergency technical support on monthly basis.
- c. Evaluation for share of Fine Collection should be based on Trucks/Trailers Traffic passing through the nearest Toll Plaza and the same will be monitored during the currency of contract. (If applicable)

7. **Maintenance of Accounts / Audit:**

- a. OM&MC shall prepare balance sheet, income statements, expenditure statements, tax statements, profit/loss statement and all other statements as may be deemed necessary during the currency of the contract. OM&MC shall submit to NHA on annual basis audited statements as may be required.
- b. NHA's audit team shall carry out audit on quarterly and yearly basis and OM&MC shall facilitate the audit team.

8. **Operation, Management and Maintenance of Weigh Station Equipments and Allied Facilities:**

- 8.1 The OMC shall be responsible to repair and maintain the installed equipment of Weigh Stations. If any equipment/part found beyond repair then it would be replaced with new one which has to be provided by the Technical Support Provider (TSP) appointed by NHA from the original Manufacturer. Proper support request shall be submitted by OMC to TSP after getting it approved from NHA Revenue Concerned Section. The cost of part shall be borne by OMC. However, installation shall be the responsibility of TSP.
- 8.2 Building Repair and Renovation upto Rs. 10,000/- , First Aid Facilities, Provision and Maintenance of Fire Fighting Extinguishers, Generator Fuel



Charges and its batteries, UPS and its batteries, overheads & profits of OMC, Utilities bills (Electricity, Gas & Water etc.) shall be paid by OMC from his own resources. The OMC shall also be responsible for repair/maintenance of CCTV Cameras, NVRs along with 3G/4G devices. The insurance and security of these devices shall be the responsibility of OMC. The payment of service charges of 3G/4G device shall be made by OMC and ensure that no device shall remain off in any circumstances.

9. **Provision of Insurance coverage:**

The OM&MC will provide all the insurance policies within one month after letter of Commencement.

10. **Mode of Weigh Challenging / E-Ticketing:**

Weigh fine (if applicable) shall be imposed through a system generated fine slips provided by NHA and will be collected through electronic system by OMC.

11. The OM&MC shall deposit overload fine (if applicable) on weekly basis into approved bank (s) prescribed by NHA. If the number of occurrences of delayed deposits increases beyond 3 times in a month then in addition to imposition of interest on delayed deposits as per clause 5.5 Article-V Section VI and imposition of penalty of Rs. 50,000/- as per clause 12.0 (i) Article XII, Section VI, the violation shall lead to establishment of one black dot. Moreover, as per clause 12.0 (v) Article-XII Section VI, on 3rd black dot the case for termination of contract shall be initiated. The same shall be applicable on partial deposition by weigh fine in a month as well.

12. Black dot shall only be recorded on the recommendations of DD (Revenue) concerned as per following: -

- i. Non-operational period (on part of OMC)
- ii. Bribery/theft
- iii. Misbehavior (By OMC staff).

If the number of occurrences of delayed deposits increases beyond 3 times in a month then the violation shall lead to establishment of one black dot.

## **INSTITUTIONAL ARRANGEMENTS**

- Client:** The National Highway Authority (referred as “NHA” hereinafter)
- Program Designer:** General Manager (Region Concerned) for operation or any other person appointed by the Employer from time to time during operation period.
- Service Provider:** The Operation, Management and Maintenance Operator of Permanent Weigh Stations (as per Package given in the LOI) is the Service Provider (referred as “OM&MC” hereinafter).
- Operation, Management & Maintenance operator (OM&MC):** The contract to OM&MC is to be awarded pursuant to this Agreement for Operation, Management and Maintenance of Permanent Weigh Stations (as per Package given in the LOI).

### **THE EMPLOYER’S ROLE AND OBJECTIVES:**

- Responsible for taking all policy decisions and approvals of capital and operational expenditures, and implementation programs including procurement of spare parts, vehicles, operations and maintenance of all facilities and institutional arrangements.

### **THE PROGRAM DESIGNER’S ROLE AND OBJECTIVES:**

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

### **SERVICE PROVIDER’S ROLE AND OBJECTIVES:**

- The Service Provider shall carry out all the works required by the Employer in accordance with objectives, agreed programs, scope of services and BOQ’s.

- Develop and maintain a register containing the entire inventory of assets and its value at all times and update with an interval of six (06) months. OM&MC shall provide an updated copy of register to the Program Designer for office record.

**BASIC UNDERSTANDING REGARDING TERM & CONDITIONS, PRINCIPLES AGREED BETWEEN THE OM&MC AND THE EMPLOYER (NHA)**

The weigh stations located on National Highways & Motorways. This RFP includes the Operation, Management and Maintenance of Weigh Stations installed on the locations as given in IFB as per following detail;

1. Implement State of Art operating practices at NHA Weigh Stations and educate the truck drivers so as to convince them to abide by load restrictions.
2. The efficiency to achieve the stopping heavy overload vehicles from plying over Motorway.
3. Control over loading by imposing fines as per policy of NHA. The variations in fine rates shall be as decided from time to time. (If applicable)
4. Collection of overload fine/charges, Operating, Managing and Maintaining the Weigh Stations and administrative control buildings, Weigh Station buildings and other facilities/assets of NHA, including all equipment, machinery, utilities, ancillary facilities etc. in a manner consistent with international practices and as given in Scope of Services hereof. (If applicable)
5. Operating, Managing and Maintaining the Weigh Stations. The OM&MC and NHA shall jointly develop asset inventory and its current value. OM&MC will adjust value of asset with every improvement or further additions to the asset.
6. Operation, Management and Maintenance Contract shall be up to **30<sup>th</sup> June 2023** from the date of commencement and extendable for one year on satisfactory performance and at the discretion of employer.
7. There shall be no weigh fine on Motorways / Expressways of CEPC as per NHA policy and overloaded trucks would be returned instead of letting them enter on Motorway / Expressways.
8. All operational expenses including receipt books, uniform, salary of staff, residence & messing of staff, cleanliness as per standard of NHA in the premises of Weigh Stations is the responsibility of the OM&MC.
9. During the period of contract OM&MC shall prepare and submit to the office of General Manager (Revenue) by not later than 10<sup>th</sup> day of the following month, through Dy. Director (Rev) 03 copies each covering the following:-
  - i) Monthly Operations Report.
  - ii) Daily Operations Report.
  - iii) Incident Report with photographs.
  - vi) Details of maintenance activities.
  - v) Human Resources Deployment.

- vii) Information about problems and difficulties encountered, if any, and proposals to overcome the same.
  - viii) The detail as stated in TOR 1(b).
10. During the period of the Contract, the OM&MC shall keep a daily record of the operations, which shall be made available to the NHA all the times.

**SECTION - VI**

**CONDITIONS OF CONTRACT**

**(ARTICLES I TO XII)**

## **ARTICLE - I**

# **MISSION**

### **TASKS**

- Implement State of Art operating practices at NHA Weigh Stations.
- Achieve 100% efficiency in stopping heavy overloaded vehicles from plying over NHA roads.
- To implement/enforce axle overload control regime on specified weigh stations to achieve a zero fine.
- Cleanliness of Weigh Stations and other facility areas as per International/National Standard. Painting/white wash, building repair etc shall be done by OM&MC throughout the currency of the contract.
- To provide comfortable and safe approach ramps for Weigh Stations.
- Manage traffic in a way so as to cause minimum delay and obstructions to the free flow of traffic.
- Educate truckers to convince them to abide by load restrictions.

## **ARTICLE – II**

### **SCOPE OF SERVICES**

#### **2.0 Scope Of Services:**

Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement throughout the Term of this Agreement (as herein defined), OM&MC shall provide, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the services described in 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

#### **2.2 Cooperation With Other Contractors:**

From time to time during the Term, NHA may award or execute other contracts relating to its ownership, operation or maintenance of the System or of other facilities on other roadways that are not included within the System. 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 OM&MC hereunder, Termination for Convenience (as defined in Paragraph 2.4), or otherwise. OM&MC 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 OM&MC, NHA and the other contractors. OM&MC 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 OM&MC of NHA.

Further to above, it is elaborated that NHA may, inter alia, develop a complete mechanism for storage of weigh station data, its visibility at some other location, and communication/transfer of the data to other places such as data center through Information Technology and internet. Also, Cameras may be installed at the weigh station for monitoring purpose and their live streaming may be connected at some data centre through internet. OM&MC shall fully cooperate for these or any other up-gradation of weigh station system and weighing operation for any purpose in complete discretion of NHA and for better monitoring and oversight on the functioning of OM&MC. Safe custody, round the clock and uninterrupted operations of such devices shall be the responsibility of the OM&MC. If any of this/these devices is not working properly, it would be presumed that weigh station is non-operational and penalty article can be invoked.

### 2.3 Services Performed Within Weigh Stations Vicinity:

- (a) The Services to be performed by OM&MC shall be performed solely within or with respect to the Weigh Station, as defined in subparagraph (b). OM&MC shall have no rights or obligations to perform any work or Services outside the geographical limits of the Weigh Stations.
- (b) For purposes of this Agreement, the term “Weigh Station” shall mean and include the Weigh Station building and associated facilities, as well as those facilities located along entrance or exit ramps providing access to and from the Roadways.

### 2.4 Minimum Service Standards /Performance Indicators:

The operator hereby undertakes that during the currency of the contact he would maintain the following minimum service standards at each and every weigh station. It is further acknowledged that the operator shall fully understand that failure to maintain minimum standards would result in to imposition of penalty. Following below are the minimum service standards:-

<b>Sr #</b>	<b>Items</b>	<b>Minimum Service Standards</b>
1	Operations	Weigh station must be operational 24/7 and 365/year. In this regard standby generator must be available and well maintained
2	Cleanliness of weigh station and approach area	Twice a day and after any thunder storm, Rain storm or any other incident
3	Tempering or any other un-approved changing/replacement/repair/maintenance of already existing/installed system	Tempering of system or replacement of system or its parts without the consent/approval of Employer is <u>strictly not allowed.</u>
4	Switching off of Lights	Just after sunrise
5	Switching on of lights	Just after sunset or in poor visibility i.e. in fog, in dense smog or in rain storm etc.
6	Uniform of staff with name tags	24/7, 365/year
7	Repair/Maintenance of entry/exit ramps	Road pavement must be in good condition for avoiding any incident of axle breakage
8	System Generated reports	OM&MC shall keep the system operational 24/7 and all truck data should be system generated.
9	Sitting area for minimum 6 persons on each weigh stations	1 per site on each side (NB&SB)
10	PFD and Traffic lights	Must be operational
11	Availability of drinking water (electric cooler) on each weigh stations	24/7 and 365/year on each site and side
12	Sign Board showing approved schedule rates for fine against overloading	On each side
13	Offloading/ Impounding area	Offloading/impounding area must be maintained properly if available
14	First Aid box	Proper first aid box with necessary medicines must be maintained as per NHA's specified (Annex I)



15	Display of Notification	Notification having unique ID of each weigh station must be prominently displayed at each weigh station
16	Complaint register/complaint Box	Complaint register must be placed at each weigh station which will be provided and duly signed by the Deputy Director (Revenue) concerned
17	Weigh station building	The building rooms and furniture i.e. tables, chairs, etc. would be properly maintained and would be used for official purposes only and for commuters facilitation
18	Cameras & ETTM system installed on Weigh	Cameras & ETTM system if installed during currency of contract then the operator shall be bound to keep the system operational 24/7 365/year.
19	Minimum service standards	Minimum staff including 1 Manager/supervisor for each weigh station (NB&SB) for all shifts, 1 Computer operator per shift, 2 flagman per shift, 1 electrician/generator operator per weigh station (NB&SB) for all shifts, 1 security guard/gunman per shift and 1 sweeper for all shifts.
20	Entry of all data on weigh station system	The OM&MC shall ensure the entry of all the data of trucks whether overloaded or not i.e. Ticket No, Exact Vehicle No, Vehicle type and fine imposed (where applicable). Support Request App shall be used to generate support requests. Other medium used shall not be entertained. Voltages Performa provided by Revenue-Tech section, NHA shall be properly filled on daily basis by OMC. OMC shall ensure to provision of Surge Protection Device (SPD) and Stabilizers which shall be operational 24/7 to protect all the weigh stations equipment

**Please Note:** Failure to maintain minimum service standards would tantamount to default of contractor for which penalties shall be imposed and action shall be taken as per COC.

**2.5 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 OM&MC written notice of its election to do so, which notice shall specify the Services that NHA has elected to remove from the scope and operation of this 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 shall be deemed to refer

only to those operation, management and maintenance tasks that continue to be required to be performed by OM&MC hereunder.

- b. 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.
- c. In no event shall a Termination for Convenience be deemed a default by NHA under this Agreement or the Scope of Services. Nevertheless NHA recognizes that a Termination for Convenience will cause temporary but adverse financial consequence upon OM&MC. The parties recognize and agree that the precise amount of the adverse financial consequences that 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 OM&MC 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 OM&MC. The termination fee shall be computed in following manner;
  - i. OM&MC shall claim demobilization charges @ 2% of contract cost on prorata basis for balance months if remaining period of contract is more than a year,

## 2.6 **Ownership Of Documents, Inventions And Copyrights:**

- a. NHA is and shall be and remained the sole owner of all rights (including copyrights, trademarks, patent rights and other intellectual property rights) with regard to the SOP Manual (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. OM&MC 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.

## 2.7 **Applicable Laws And Regulations:**

OM&MC shall perform the Services in compliance with the standards and requirements set forth herein and in the SOP Manual, applicable laws of Government of Pakistan, rules, statutes and regulations, and good business practices.

## 2.8 **Location Of Project:**

This project includes the Operation, Management and Maintenance of the Weigh Stations installed on Motorways & National Highway as specified in Data Sheet.

### 2.8.1 **Mobilization:**

It is the NHA's intent that the OM&MC shall use the period between Notice to Proceed and commencement of the initial phase of full operations for project mobilization and start-up activities. To achieve this objective, the OM&MC shall, provide qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation and management of the system.

### 2.8.2 **Staff Requirement for each Weigh Bridge:**

Each Weigh Station is to be manned 24 Hrs by OM&MC with 8 Hrs Shift and the Staff for each shift as per requirement & there will be Three (3) Shifts per day), Minimum staff includes Manager/Supervisor, Flagman, Electrician/Generator operator, Security Guard/Gunman, and Sweeper. (Minimum persons as given in bid form on Motorway for three shifts) as per Form BF-3. Spare staff will be managed to accommodate emergency /leave vacancies.

### 2.9 **Validity Of Contract:**

The period of contract shall be up to **30<sup>th</sup> June 2023** from the date of commencement and extendable for one year on satisfactory performance and at the discretion of employer. During this period the OM&MC will cater for any changes, operating mechanism, development and modernization etc. In case of non-functional weigh station(s), the effective date shall be the date of functioning of said weigh station(s), whereas expiry date shall strictly be as per contract period for all the weigh stations specified in this contract document. No claim for idling of any weigh station(s) shall be entertained at any stage.

### 2.10 **Uniforms:**

#### 2.10.1 **General:**

All employees required to meet with public in the capacity of OM&MC representative shall be properly uniformed, which will be provided by OM&MC and approved by NHA. These staff positions shall include at a minimum, revenue collectors, supervisors and couriers. The OM&MC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has sufficient supply.

#### 2.10.2 **Uniform Design:**

The OM&MC shall ensure that staff of OM&MC wears the approved uniform design of the NHA's for both summer and winter alongwith name tags. The OM&MC staff will provide and wear exact color scheme and design as approved by NHA

### 2.11 **OM&MC Operations Office:**

#### 2.11.1 **Security and Confidentiality Of NHA Data and Information:**

The OM&MC shall provide a safe and secure Operations Office. Additionally, the OM&MC shall provide complete security and confidentiality for all programs related data and information. Data and information shall not be released without expressed NHA

authorization. Requests for release of public access information shall be referred to the NHA.

**2.12 OM&MC Operations Office SOP:**

- a. The OM&MC shall develop, implement and maintain OM&MC Operations Office SOP manuals within 30 days from the date of signing of contract agreement. The SOP shall depict the policies and procedures used in the execution of the operations and management of the program.
- b. In case the OM&MC fails to submit the SOP manuals to NHA, NHA shall have the rights to terminate the contract immediately without any notice.
- c. Copy of CNIC & Contact Nos. of all employees.
- d. All payments to employees shall be made through their bank accounts at their names.

**2.13 Human Resources Management:**

The OM&MC shall develop, implement and manage a Human Resources Management plan. The OM&MC 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. This 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 OM&MC's ability to properly provide the specified services. The safe and proper handling of NHA revenues by the OM&MC personnel shall be the focus of the screening process.

The OM&MC 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 OM&MC shall provide its full-time employees all normal privileges, benefits and guarantees of employment that are afforded to the bidder's existing regular and part-time employees. Salaries and all other payments to all the employees working in connection with the weigh station shall be paid through their bank accounts only. The OM&MC shall staff and provide

training for staff to ensure good, sound Human Resources Management for all of its employees.

2.14 **Training:**

The OM&MC shall develop, implement and maintain a Training Plan detailing a program to ensure all OM&MC 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:-

- Provide a complete new employee orientation program to include, but not be limited to, introduction to the NHA.
- 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 processes and procedures used in the performance of work under the Contract.

2.15 **Security:**

- Designated employees shall ensure that all vaults, safes and secure areas are locked, secured and accessible to only authorized personnel.
- Receipts of all funds, keys, swipe cards, combinations and property shall be required of all employees. Upon termination, these items shall be collected from the employee.
- If the OM&MC loses any keys, the OM&MC shall be responsible for changing out or re-tumbling all affected locks and shall provide the appropriate keys at the OM&MC's expense. In the event a master key in the OM&MC's possession is lost or duplicated, all locks and keys for that system shall be replaced by the OM&MC. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced.

2.16 **Termination Of Contract:**

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

1. Declaring the OM&MC in Default of Contract, suspension of any payment or part thereof, until such time as the issues concerning compliance are resolved, and to the satisfaction of the NHA's Representative.

2. Termination, supervision or cancellation of the contract in whole or part. If the contractor is found to issue wrong weigh slips then initially warning shall be issued and upon 2<sup>nd</sup> incident only 50% payment shall be withheld till two months and upon 3<sup>rd</sup> incident regardless the weighing station location, notice for termination shall be issued and OM&M shall not be entitled for any claim and this act shall not be challenged in any court of law.
3. The OM&MC shall be responsible for running the weigh stations(s) round the clock. It shall be the operator's responsibility to keep all the equipment in running condition with its continuous maintenance. In case any machines get damaged, the OM&MC shall keep relative spare parts to replace. Replacement/ repair time given without penalty is 4 hours, beyond that penalty shall be imposed as specified. The OM&MC shall not stop the weighing activity, if any fault occurs and repair time would be beyond the time limit specified then OM&MC shall make any other mechanical arrangement at his own cost to continuously run the weigh station. Upon default of this notice shall be issued with LD imposition, in case of non compliance 2<sup>nd</sup> and final notice shall be issued and contract shall be liable for termination and OM&MC shall have no right to put claim to Employer.
4. The NHA will provide written notice to the OM&MC as to the contractual damages and status of the Contract. The OM&MC shall acknowledge and respond to said notice within forty-eight (48) hours of receipt. This notice shall not be served to OM&MC, if termination of the contract agreement shall take place as per Clause-3.2 (b) of Article-II.

#### 2.17 **Audit/ Accounting:**

The OM&MC shall develop, implement and maintain an Audit/ Accounting Plan for the project. The OM&MC shall submit the plan to the NHA for review and approval in accordance with the plan shall address the following activities.

##### 2.17.1 **Auditing:**

###### **(i) Transactions Accountability:**

The OM&MC shall be held accountable for 100% of all the transactions processed in the system.

As part of the OM&MC's daily accounting operation, and according to the approved SOP, a verification and reconciliation shall be made by the OM&MC on all transactions processed at the NHA's facilities.

Besides daily deposit and audit reports, the OM&MC shall also provide the NHA with a detailed Transaction Accountability Exception Report. The report, when approved, will identify and explain any transaction(s) not in alignment with the verification and reconciliation process. Final reporting content and format shall be subject to the review and approval of the NHA.

**(ii) Accountability for Transactions and Revenue:**

The OM&MC shall be subject to any and all statutes, regulations, NHA bond covenants, policies and other official requirements relating to collection and processing of transactions and revenue for NHA facilities as required previously by the Contract.

According to the NHA's policy, any one operating and/or maintaining any of the NHA's Weigh Station facilities shall be responsible for all revenues (it applicable) associated with each vehicle using the facilities.

The OM&MC shall accurately collect, deposit, process, reconcile and report all transactions and revenues associated with each overloaded vehicle (it applicable) in accordance with the approved SOP and the Contract.

2.17.2 **Accounting:**

**(i) Cost Accounting:**

The OM&MC 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 and will not be a part of or backup for the OM&MC's monthly invoices for payment.

The OM&MC shall use and maintain a PC-based Job Cost Accounting program compatible with the NHA's existing software package which shall include MS-Word, MS-Excel, and Visual Basic. The NHA will provide an approved copy of the job cost accounting program to the OM&MC, at no cost, after the Notice to Proceed for the Contract. However, it shall be the OM&MC'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 OM&MC performance of the work including, but not limited to, accounts payable/ receivable, invoicing, personnel, materials, utilities subcontractor costs, budgeting, estimates, inventory.



**(ii) Processing Of Third Party And Miscellaneous Invoices:**

The OM&MC shall develop and implement procedures for the processing of utility, maintenance and repair, and all miscellaneous invoices related to this work. The OM&MC shall provide the NHA a system of processing of invoices which is compatible with the NHA's entire billing/ invoice processing system. Final invoice processing procedure will be subject to the review and approval of the NHA.

**(iii) Utilities:**

All utility accounts, including Sui gas, electricity and water etc. shall be in the NHA's name. Payment of all kind of utility bills shall be the responsibility of the OM&MC at his own cost. The OM&MC shall be responsible for identifying and processing each utility cost associated with the operation and maintenance of the NHA's facility in the applicable Job Cost Accounting report. Upon expiry of the contract all dues shall be cleared by OM&MC.

**(iv) Inventory Of NHA Fixed Assets:**

The OM&MC and the NHA shall jointly prepare inventory report of all NHA-owned property during the transition period. The OM&MC shall report discrepancies and inconsistencies to the NHA.

2.18 **Weigh Station Operations:**

The OM&MC shall develop, implement and maintain Weigh Station Operations SOP. The SOP shall address the following activities.

**i) Overload Fine Collection:**

The OM&MC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation, management and maintenance of weigh stations as per NHA policy of Overload Fine charges (if applicable) collection facilities. The OM&MC shall provide, implement, maintain and manage approved collection procedure(s) addressing, as a minimum, the requirements specified and contained herein and to be based on the data output of the system.

The overload controlling, fine charges collection (if applicable), operation and maintenance services provided by the OM&MC shall be according to the terms and conditions of the Contract. The OM&MC shall submit the procedure and TOR for fine collection and its deposit to NHA account (if applicable). For fine imposition (if applicable), the OM&MC shall be bound to use system generated slips. In the event that the

OM&MC's performance is considered unacceptable in any area, the NHA may elect to impose contractual damages.

**(ii) Weigh Stations:**

The OM&MC shall use and maintain the NHA's existing SOP as the OM&MC's initial operating procedure. These procedures shall address, but not limited to the following:

- a) General items of responsibility when operating a Weigh Station lane.
- b) Control loaded Vehicles while waiting for weighing.
- c) Receipts printer operation for overloaded Trucks with backup data.
- d) Run through trucks/ violation procedures.
- e) Emergency procedures.
- f) Security of all Equipments, Cash, Personnel.

**(iii) Collector Incident Reporting (Shift Incident Report):**

The Weigh Station Operations SOP shall include a Shift Incident Report form. This report shall address unusual incidents (i.e., fire, robbery, accidents, etc.) occurring during the collection shift. The report shall contain sufficient detail to allow an authorized representative to later review the report fully and understand the situation. The report should mention and additional report(s) that help in the documentation of the situation, i.e., police agencies and weigh station supervisors. These reports shall be summarized by shift, by day and readily accessible to the NHA upon request.

**iv) Shift Scheduling:**

Weigh Station Operation personnel shall be staffed so that a minimum of Eighty percent (80%) of Weigh Station's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts.

An OM&MC Supervisor shall be scheduled on duty 24/7 hours per day, 7 days per week. The Supervisor shall be first-line management for Weigh Stations.

The Weigh Station Operations SOP shall include sample shift schedules for each facility including ramp locations. These schedules shall be carried out after approval for use at each location. The NHA will retain the right to periodically review staffing schedules and make changes as warranted. The schedules shall not be changed without a formal submittal of a new sample schedule and NHA approval. All schedules,

once approved by the NHA, shall be incorporated into the SOP. The OM&MC, during development of the SOP, shall define a procedure for SOP change, including impacts to operations, budgets, etc. All schedule changes shall be requested and approved using this procedure. The final procedure will be subject to review and approval by the NHA.

Schedules shall be developed to ensure that the Weigh Station is properly staffed at peak traffic time and all required lanes are used. It is the NHA's intent to reduce customer delay and congestion to the maximum extent possible consistent with efficient staffing. No changes to the required operations hours will be permitted within the first 90 days of each phase operation.

**(v) Money/Account Collection & Storage (money Handling & Counting):**

The OM&MC shall develop, use and maintain SOPs for the collection (if applicable), counting, handling, storage, transporting, depositing, and transferring all moneys, including, but not limited to, all fares collected, collections from violations and/or fines (if applicable). These SOPs shall be submitted to the NHA for review and approval according to the submittal schedule for each activity. Collection (if applicable) shall be deposited into bank accounts established by the NHA. The SOP's shall provide procedures for ensuring the collection, recording, and verification of funds received from citations and fines (if applicable).

**(vi) Deposit Preparation and Verification:**

The OM&MC shall provide, implement and maintain a Deposit Preparation and Verification procedure within the Weigh Station Operations SOP for the collection and disposition of all revenues collected (if applicable). The NHA reserves the right, any time, to review preparation of deposits and supervisor verification.

**(vii) Discrepancy Reporting:**

The OM&MC shall provide, implement and maintain a Discrepancy Operations Reporting Procedure as part of the Operations SOP. The procedure shall be used to report unusual circumstances, and include estimates of revenue lost due to theft, banking errors, or loss for any other reason, and/or procedures violations.

**(viii) Weigh Station System:**

The OM&MC shall operate the NHA's weighing equipment system.

The OM&MC shall provide a competent staff to perform all duties and activities associated with the administration and daily operation of the NHA's Weigh Station system. All weigh bridge operational and administrative contractual services provided by the OM&MC in support of this requirement shall be performed in accordance with the Contract, and in strict adherence to the approved system user manuals and standard operating procedures (SOPs).

OM&MC shall also be bound to operate the weigh station system and provision of data on same terms and condition if the system is linked with central control system at NHA Headquarter.

## 2.19 **Facilities Maintenance:**

### **(i) General:**

The OM&MC shall develop, implement and manage a Facilities Maintenance Procedure of Weigh Station Building and Premises. The OM&MC 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.

### **(ii) Custodial Services:**

The OM&MC shall provide management, supervision, labor, equipment and supplies necessary to perform janitorial/pest control services as described herein. The OM&MC shall establish cleaning schedules to the NHA's satisfaction and accomplish periodic work in conformance with those schedules.

### **(iii) Cleaning Periods:**

The work described herein shall be done within the following specified period.

- a. All cleaning of occupied space including weigh blending, Rooms and Toilets etc. shall be done during normal office hours.
- b. Cleaning of outside areas may be done any time during daylight hours unless directed otherwise by the NHA. Cleaning activities shall be scheduled so as not to interfere with Weigh Stations operations and with no adverse impact to traffic or patrons.

### **(iv) Cleaning Work Quality Requirements:**

- a. Rooms Cleaning (including all office areas and toilets) All waste generated in the building shall be collected and removed to the designated areas as specified by the NHA.

Carpeted surfaces shall be free of obvious dirt, dust and other debris. 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 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. Waste baskets shall be maintained free of debris and residue.

- b. 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 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 spreads. 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.

- c. Lanes, Ramps, Driveways and Parking Lots: Areas shall be free of trash and other discarded materials. Grease, tar, and oil shall not be allowed to permeate concrete surfaces.
- d. 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.
- e. Recorder Room Areas: The cleaning requirements in this area shall be the same as room cleaning except that weekly the floor shall be dry mopped. 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.

## 2.20 **Pest Control:**

### (i) **General:**

The OM&MC shall furnish services to exterminate rodents and insects and other pests using only those pesticides that comply with the provisions of the country's 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 and 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.

**(ii) Frequency Of Service:**

Conduct a thorough inspection and treatment every six months.

**(iii) Quality Requirements**

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

**(iv) Lawn And Garden Care:**

Mowing and edging of grass shall be performed a minimum of 26 times per year but not more frequently than once per week. All grass and vegetation shall be cut to a height of two inches. 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.

The OM&MC shall be responsible for weed control in areas that cannot be mowed. These areas are fence lines, guardrail and other appurtenances specified by the NHA.

All curbs, walks, landscape areas, manmade or natural obstructions shall be edged when the adjoining areas are mowed. During mowing and edging, walkways shall be kept free of debris and trimmings.

The OM&MC shall provide adequate roadside warning signs in accordance with requirements to warn the motoring public of mowing operations.

**(v) Trash Removal:**

The OM&MC shall remove and dispose of trash in receptacles that may be on-site and shall replace plastic liners each time the receptacle is emptied.

**(vi) Equipment:**

The equipment used by the OM&MC must be in good condition and shall be maintained to produce a clean, sharp cut and uniform distribution of the cuttings. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of two inches. Traffic control devices and signing shall be provided according to requirements.

**2.21 Trash/Waste Disposal:**

**(i) Collection:**

The OM&MC shall provide waste and incidental debris removal and disposal services as outlined throughout the Scope of Services, Section F, "Facility Maintenance". Overflow of all trash from container(s) shall be picked up from the floor of the area used to collect the waste.

Saleable/recyclable wastepaper and other material shall be collected and placed in a wastepaper room or other designated area for removal. Temporary storage areas for recycled material shall be kept clean, orderly and free of pests. Stored material for recycle shall not be allowed to accumulate for more than two (2) weeks, or as directed by the NHA.

**(ii) Disposal:**

- a. The OM&MC shall select its disposal facility in accordance with this section.
- b. The OM&MC shall pay all dumping and disposal fees.

**2.22 Building Maintenance:**

**(i) General:**

The OM&MC 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, softies, 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).

**(ii) 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 OM&MC 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 dimensions, materials and quality of work.

Debris shall not be allowed to spread into adjacent area 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.

**(iii) Locksmith Services:**

The OM&MC 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, and opening doors in case of lost keys. If the OM&MC loses any keys, the OM&MC shall be responsible for changing out or re-tumbling all affected locks and shall provide the appropriate keys at the OM&MC's expense. In the event a master key in the OM&MC's possession is lost or duplicated, all locks and keys for that system shall be replaced. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced.

**2.23 Equipment Operation And Maintenance:**

**(i) General:**

The OM&MC shall provide all management supervision, labor planning, scheduling and coordination to ensure the effective and economical operation.

Building, equipment and systems to be operated, maintained and repaired at the cost of operator during the currency of contract include, but are not limited to:

- a) Air-conditioning equipment and systems.
- b) Complete set of weighing equipment and system.



- c) Domestic water equipment and systems.
- d) Electrical equipment, lighting switchgear systems and standby Generators.
- e) Fire protection equipment and systems.
- f) Sanitary sewerage equipment and systems.
- g) Elevators and dumbwaiters (if needed).
- h) Utility systems.

**Note:** To ensure the smooth weigh operations round the clock the OM&MC shall be responsible for alternate arrangement of standby generator in case of power failure and any defect occurred in the smooth supply of electricity.

**(ii) Equipment Operation:**

The OM&MC shall operate all mechanical, electrical, plumbing and utility systems in conformance with 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 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.

**(iii) Equipment Maintenance:**

**a. Level of Performance, Workmanship:**

All equipment and systems shall be maintained at an acceptable level as defined below to assure that the weigh stations, 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.

All equipment shall be maintained according to the manufacturer's recommendation. Work may be performed by authorized service dealers and representatives. The OM&MC shall ensure that the preventive maintenance schedule meets the recommendations of the equipment manufacturer.

**b. Preventive Maintenance:**

The OM&MC 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 OM&MC shall identify those items on which preventive maintenance shall be done. For each item identified, the OM&MC shall show the frequency the preventive maintenance shall be done and describe the work to be done.

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

**c. Electrical System:**

The OM&MC 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, switchgear, 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 OM&MC shall furnish the NHA with an official 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.

**d. Calibration of Weigh Equipment:**

The Calibration of Weigh Equipment shall be done after every Ninety (90) days period and as and when required basis (if required prior to Ninety (90) days period) in presence of Supervisory officer of Weigh Stations/ Deputy Director concerned. The OM&MC shall maintain the log register, which shall be signed by the NHA representative with date and time at every Calibration. Copy of same shall be provided with invoice of corresponding month. Failing which shall provide enough ground to impose a cash penalty of 50,000/- on every occurrence.

**(iv) Pressure Cleaning Of Weigh Station Building & Premises:**

**(a) General:**

The OM&MC 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 OM&MC 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.

**(b) Equipment And Supplies:**

OM&MC's equipment shall meet the following minimum requirements:

**I. Cleaning Equipment:**

The OM&MC must apply designated cleaning agents, approved by the NHA, to attain the desired cleaning results of the equipment and allied items.

**II. Cleaning Chemicals:**

All chemical agents and additives must be approved by the NHA. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the OM&MC to the NHA prior to use on the project and shall not be prohibited for use in applications such as this by the Environmental Protection Agency.

**c) Workmanship And Cleanup:**

Upon completion of each day's work, the Contractor shall ensure that the Weigh Station premises 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 OM&MC's plan for performing the work shall indicate methods of directing this water into drains at the site. At the completion of the cleaning operation for each individual lane, and prior to opening the lane

to patron traffic, the OM&MC shall remove any standing water from the lane, its approach and the exit area.

**(d) Protection Of Life And Property:**

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

The OM&MC 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 Weigh Stations facility caused by OM&MC's operations.

The OM&MC shall perform this work in such a manner 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 OM&MC's equipment or personnel.

**(v) Work Area Safety:**

OM&MC shall employ sufficient barrier cones to identify their personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes.

OM&MC shall provide signage and or barriers which will adequately warn oncoming traffic that lanes are closed for cleaning.

OM&MC's employees shall wear orange/yellow safety vests at all times when working at Weigh Stations.

## ARTICLE – III

### TERM OF AGREEMENT AND EFFECTIVE DATE

3.1 **Term of Agreement:**

The term of this Agreement (the “Term”) shall be up to **30th June 2023** from the date of commencement.

3.2 **Effective Date:**

The effective date on which OMC shall commence the weigh operation as mentioned in the letter of commencement to be issued after signing of contract agreement. However, the ending date of the contract will be reckoned as **30th June 2023** even if there is a delay in handing/taking over of site by NHA or by the previous OM&MC as the case may be.

## **ARTICLE – IV**

### **4.1 Removal:**

Promptly upon request of NHA, OM&MC shall remove from activities associated with or related to the performance of this Agreement and employee whom NHA considers (for any reason whatsoever, in NHA's sole discretion) unsuitable for such work. Such 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 OM&MC by the NHA in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

### **4.2 Reassignment:**

OM&MC shall structure its relationship and procedures with its employees so that the employees may be assigned to, reassigned or transferred from one Weigh Station to any other location without impediment, and so that the employees may be reassigned to transferred at any time (and from time to time) upon the request of the NHA, at OM&MC's discretion.

### **4.3 Drug-Free Workplace Requirements**

Throughout the Term, OM&MC shall provide a drug-free workplace (within Weigh Station premises) by establishing a drug-free workplace and program in compliance with NHA policy.

### **4.4 Compliance with Workplace Laws**

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

### **4.5 Equal Employment Opportunity:**

- (a) On or before sixty (60) days after the Effective Date, OM&MC shall submit to NHA for its review and comment OM&MC's proposed equal employment opportunity policy and as per the existing rules of the OM&MC's Organization.

- (b) OM&MC shall designate a liaison officer who will administer and oversee the program adopted by OM&MC in accordance with subparagraph (a) and shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals.

4.6 **Notification of Conviction of Crimes:**

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

4.7 **Bribery and Collusion:**

The NHA shall be entitled to terminate the contract and recover from the company the amount of any loss resulting from such termination if the shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do, any action in relation to obtaining or in the execution of the contract.

## ARTICLE – V

### PAYMENT

#### 5.1 **Currencies of Payment:**

All payment due under the agreement shall be made in Pakistani Rupees to the OM&MC on the basis of system generated data. (In exceptional circumstances the manual operation can be allowed with the approval of Member Finance.

#### 5.2 **Pakistan Tax Liabilities::**

All taxes including but not limited to advance Tax/ Income Tax, Surcharge or any other Levy imposed by the Government of Pakistan/Provincial Government shall be paid by the OMC according to prevailing laws of taxes in Pakistan during the currency of contract. All personnel and corporate taxes will be paid by the OMC or his personnel.

#### 5.3 **Invoice and Payment Procedure:**

- i- The OM&MC shall furnish/submit invoice to Deputy Director (Revenue) concerned of the Region latest by 10<sup>th</sup> of each month. The Performance/Monitoring report issued by the concerned and authorized officer of NH&MP (where applicable), on monthly basis together with detail of overloaded fine collected (if applicable) along with real time system generated truck traffic weighing data (where applicable) will be attached with invoice.
- ii- Deputy Director (Revenue) concerned shall process monthly invoices with clear-cut recommendations. In case of nonoperational period or violation of contract, remedial action in the light of contract agreement may be proposed along with the following verified documents:-
  - i) Monthly performance reports duly signed and stamped by DD (Rev) concerned & authorized officer of NH&MP (where applicable).
  - ii) Collection sheet along with bank statement duly signed & stamped by DD (Rev) concerned and NH&MP Officer (where applicable)
  - iii) System generated real time truck traffic weighing data (where applicable).



- iv) Calibration report and log book register of calibration duly signed & stamped by DD (Rev) concerned.
- v) Undertaking of salaries on judicial stamp paper/Estamp paper. Deputy Director (Revenue) concerned will forward the Invoices after fulfilment of the above mentioned requirements to Deputy Director (Revenue Operations-I) NHA-HQ along with recommendations, who will process for seeking approval of the Member (Finance) NHA-HQ, Islamabad through Director (Revenue-Operations) and GM (Revenue)
- iii- Deputy Director (Revenue) Concerned shall be responsible to ensure round the clock weighing operation i.e 24/7 days and 365/year. In case of breakdown failure of weigh operation DD (Revenue) should immediately take action and write to OMC to resolve the issue. If the OMC fails to resolve the issue within 24 hours then DD (Revenue) shall recommend penalty as per Special Stipulations of RFP.
- iv- All due payments to the OM&MC shall be paid by NHA out of Road Maintenance Account within Forty Five (45) days of receipt of invoice, provided no deficiency or observation is recorded.
- v- Attested copy of Tax invoice of the preceding month will be submitted by the OMC along with monthly invoice.
- vi- The invoices would be subject to all applicable taxes of the Government(s).
- vii- No invoice shall be entertained after delay of three (03) months.
- viii- The OMC shall provide the undertaking with each invoice that OMC has paid all enumeration to his employees, in accordance with latest applicable labor laws of Pakistan, duly certified by DD (Revenue) concerned.
- ix- The OM&MC shall provide the system generated truck data of weigh station for reconciliation with each invoice. (where applicable)
- x- In case any weigh station develop defect which is beyond the repair and out of the scope of contract & shall remain continue for a longer period more than 7 days then DD (Revenue) concerned shall deduct the relevant portion of expenses in his invoice under intimation to GM (Revenue).

#### 5.4 **Mode of Weigh Fine Collection:**

Weigh fine (if applicable) shall be imposed through a manual fine slips provided by NHA and will be collected in cash by OMC. If the electronic system is installed during currency of contract then fine imposition (if applicable) and collection would be shifted to electronic system.

#### 5.5 **Interest on Delayed Deposit:**

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**NHA**

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**OM&MC**

If the OMC fails to deposit the collected revenues (incase weigh fine is imposed) into NHA designated account fortnightly, NHA shall charge interest at the prevailing commercial rates on the revenue which was not deposited by the OM&MC.

**5.6 Interest on Delayed Payment:**

In the event of failure of the NHA to make payment within the times stated above, the NHA may pay to OM&MC simple interest at the rate of Four percent (04%) per annum.

**5.7 Cash Deposit And Reconciliation:**

The OM&MC shall deposit overload fine (if applicable) on weekly basis into approved bank (s) prescribed by NHA. If the number of occurrences of delayed deposits (in case of National Highway only) increases beyond 3 times in a month then in addition to imposition of interest on delayed deposits as per clause 5.5 Article-V Section VI and imposition of penalty of Rs. 50,000/- as per clause 12.0 (i) Article XII, Section VI, the violation shall lead to establishment of one black dot. Moreover, as per clause 12.0 (v) Article- XII Section VI, on 3rd black dot the case for termination of contract shall be initiated. The same shall be applicable on partial deposition by weigh fine in a month as well.

## **ARTICLE – VI**

### **IDENTIFICATION AND LIABILITY**

#### **6.1 Management Contractor Responsibility:**

- (a) OM&MC shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and Subcontractors to do the same. OM&MC shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:
  - (i) All employees of OM&MC and the Subcontractors and other persons who are on or about the Weigh Station or would reasonably be expected to be affected by the performance of the Services;
  - (ii) Other property of OM&MC and its employees, agents, officers and Subcontractors and all other Persons for whom OM&MC may be legally or contractually responsible or adjacent to the Weigh Station or other areas upon which Services are performed;
  - (iii) Members of the public who may be traveling through the Weigh Station and their vehicles and personality.
- (b) OM&MC shall comply, and cause its employees, agents, officers and Subcontractors and all other persons for whom OM&MC 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) OM&MC shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Weigh Station or in any way involved in the provision of Services by OM&MC, whether such property is owned by OM&MC, NHA or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omission of OM&MC or its employees, agents, officers or Subcontractors or any other persons for whom OM&MC may be legally or contractually responsible.
- (d) OM&MC shall ensure that all of its activities and the activities of its employees, agents, officers and Subcontractors and all other persons for whom OM&MC may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

## 6.2 **Indemnification's by OM&MC:**

- (a) OM&MC 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 and expenses (including, without limitation, attorneys' and expert witness fees and costs that may be incurred in connection with the enforcement of this paragraph) arising out of, relating to or resulting from:
- (i) The performance by OM&MC (or its employees, agents, officers or Subcontractors or any other persons for whom OM&MC 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 OM&MC (or its employees, agents, officers or Subcontractors or any other persons for whom OM&MC may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation or statute in performing the Services or other duties or obligations set forth in this Agreement;
  - (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-know, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement;
  - (iv) Any act or omission of OM&MC (its employees, agents, officers, subcontractors or any other persons for whom OM&MC 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 revenue collected in accordance with and to the extent provided in Section 6.3, and any theft or conversion of collected toll funds by employees of OM&MC, or arising out of the negligence of OM&MC;
  - (vi) The assertion by any OM&MC, Subcontractor or other person that inconvenience, disruption, delay or loss has been caused all or in part by actions or interference of OM&MC (or its employees, agents,

officers or subcontractors or any other persons for whom OM&MC (or its employees, agents, officers or subcontractors or

any other persons for whom OM&MC 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 6.2 shall not insure to the benefit of an Indemnified Party so as to impose liability on OM&MC for matters caused by the negligence of NHA, or so as to relieve NHA of liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the NHA may be contractually or legally responsible.
- (c) If any claim shall be filed by an employees of OM&MC (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 6.2 shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for OM&MC or a subcontractor or otherwise, under the terms of or as a consequence of any workers' compensation, as per the existing rules of OM&MC.

### 6.3 **Liability for Failure to Collect Overload Fine:**

- (a) As of the time in accordance with this Agreement, the Weigh Station system shall be certified accurate to a minimum 99%. OM&MC shall be responsible for collecting Overload Fine (if applicable). OM&MC is responsible for accounting for all transactions and depositing revenue. OM&MC is not responsible to collect for violations, provided the OM&MC has staffed in accordance with the approved staffing schedules. If, for any accounting period during the term, it is determined there is a discrepancy between the amount of revenue identified for collection and the actual amount of deposited revenue, OM&MC shall reimburse NHA in an amount calculated in accordance with sub paragraph (b) of this Section 6.3 unless OM&MC is able to establish to a reasonable certainty that the discrepancy in fine collections occurred for reasons other than the fault, negligence of theft of OM&MC, its agents, employees, Subcontractors, or others under the control of OM&MC or for whose actions OM&MC is responsible.
- (b) The amount to be reimbursed by OM&MC to NHA pursuant to subparagraph (a) shall be computed by subtracting the amount of deposited revenue during the accounting period in question from the amount of revenue identified for collection by the Operating Contractor during such period. Such amount shall be paid on or within thirty (30) days after the date that the discrepancy is discovered, but shall be

refunded to OM&MC thereafter if it is determined that OM&MC was not obliged to pay such funds to NHA under the terms of subparagraph (a).

6.4 **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.

6.5 **Employer's Liability:**

(i) **Administrative Buildings:**

Administrative Buildings will be provided by the Employer at Site, at appropriate locations for proper use of OM&MC's staff. If Client fails to provide Administrative Building the OM&MC may hire accommodation on rental basis with the consent of the Employer. The rent shall be reimbursed to the OM&MC as per actual on submission of documentary evidence.

(ii) **Reimbursement of Expenditure to OM&MC:**

Initial Expenditure incurred, if any, by OM&MC for establishment/temporary construction shall be adjusted against advances to OM&MC and balance shall be reimbursed on actual. For adjustment/ reimbursement of expenditure OM&MC shall substantiate with documentary evidence in original. Any expenditure shall have prior approval of NHA.

(iii) **Force Majeure:**

(a) **General:**

Force Majeure means an event which is not caused by and is beyond the reasonable control of either Party and whose occurrence could not have been reasonably foreseen at the date of this Agreement by 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, earthquake, volcanic activity, radiation or chemical contamination, ionizing radiation, explosions, serious epidemics.

**(b) Notice of Force Majeure**

If either Party is unable to perform or fulfill any of its obligations under this Agreement, as a result of an event of Force Majeure, it shall give notice within three (03) days of the occurrence thereof to the other Party.

**(c) Termination due to Force Majeure**

Neither party shall by reason of such eventuality, be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non-performance for delay in performance, and deliveries under and/or performance of this Agreement shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist provided that if the performance in whole or part of any obligation under this Agreement is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the Parties shall meet and review in good faith the desirability and conditions of terminating this Agreement.

**(d) 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. The extension in contract period will be allowed if required without any escalation cost.

**6.6 Procedure For Claim:**

- a)** If the OMC intends to claim any additional payment pursuant to any clause of these conditions or otherwise, he shall give notice of his intention to Deputy Director (Rev) Concerned with a copy to Director (Rev-Contracts), within 07 days after the event giving rise to the claim has first arisen.
- b)** Upon the happening of the event referred to in sub-clause 10.6 (a), the OMC shall provide contemporary records to Deputy Director (Rev) within 28 days. The Deputy Director (Rev) shall, on receipt of a notice under Sub-Clause 10.6 (a) inspect such contemporary records and may instruct the OMC to keep any further contemporary records as are reasonable and may be material to the claim of which notice has been given.

- c) Within 28 days, or such other reasonable time as may be agreed by Deputy Director (Rev), of giving notice under Sub-Clause 10.6(a), the OMC shall send to Deputy Director (Rev) an account giving detailed particulars of the amount claimed and the grounds upon which the claim is based.
- d) The Deputy Director (Rev) shall scrutinize the claim and shall refer to Claim Evaluation Committee through Director (Rev. Contracts) for evaluation of claim with intimation to GM (Rev) NHA HQ.

#### 6.7 **Claim Evaluation Committee:**

If any claim of OMC arises during the contract period the case will be sent to Claim evaluation committee for recommendations. The composition of claim evaluation committee is as follows;-

G.M (Int. Audit)	Chairman
G.M (P&CA)	Member
G.M (Finance)	Member
Director (Revenue-Operations)	Member –cum- secretary

- a. Any claim of OMC will be evaluated in the light of Contract Agreement / NHA Code.
- b. The above committee has the authority to recommend only, but have no powers to decide.
- c. The competent authority may refer back the matter to the committee with observations; committee will re-evaluate the claim in the light of observations.

#### 6.8 **Disputes Resolution:**

##### **Settlement of Disputes:**

If any dispute or difference of any kind of opinion whatsoever arises between the Operator and the Employer 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 its termination, abandonment or breach of the agreement, it shall in the first place be referred to dispute resolution committee. The composition of dispute resolution committee is as under:-

General Manager (P&CA)	Chair
General Manager (Finance)	Member
General Manager (Int.Audit)	Member
Director (Revenue Operations)	Member –cum- Secretary



- (a) The committee will evaluate in the light of following guidelines:-
- Evaluate the points of dispute between NHA and OMC, will frame the cause of grievance and will frame issue to dispute.
  - Provide opportunity of both parties to prove their case through credible evidence.
  - Provide opportunity of hearing to both parties.
  - Make suitable recommendations to Management for resolution of dispute.
  - The recommendations of the committee are not binding on competent authority.
  - This committee is not the Alternate Dispute Resolution Mechanism (ADRM), is no way a substitute for Arbitration and Adjudication which is done under the law

#### 6.9 **Arbitration:**

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

## **ARTICLE – VII**

### **PERFORMANCE SECURITY AND INSURANCE**

#### **7.1 Issues of Performance Security and Insurance:**

OM&MC shall arrange Performance Security and Insurance acceptable to NHA as described herein and shall maintain such Securities and Insurance in full force and effect throughout the Term in the manner specified herein.

#### **7.2 Performance Security:**

On or before fifteen (15) days prior to the Effective Date, OM&MC shall deliver to NHA a Performance Security amounting to **Rs. 1,000,000/-** (Rupees One Million) per Weigh Station (Permanent) in the shape of pay order/demand draft as security for the performance by OM&MC of the provisions of this Agreement. The terms and provisions of the performance security shall be satisfactory to the NHA in its sole and absolute discretion. NHA may apply any or all of such security to reimburse it for damages caused by any defaults of OM&MC under this Agreement or to remedy any Event of Default. If OM&MC is not in default at the expiration or termination of this Agreement, NHA will authorize the release and return of the performance security to OM&MC. The Exemption Certificate shall not be accepted.

#### **7.3 Insurance Coverage:**

- (a) All insurance policies required to be obtained by OM&MC under this Agreement shall be underwritten by approved insurance companies of NHA having “**AA**” rating by PACRA and such policies and the terms thereof shall be reasonably acceptable to NHA. OM&MC shall obtain endorsements to all policies and certificates of insurance providing that:
  - (i) No cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives NHA forty-five (45) days’ notice;
  - (ii) The policies are primary, and not contributing, with respect to any insurance that may be carried by NHA;
- (b) OM&MC shall furnish NHA with originals or copies of all required insurance policies and with certificates evidencing such insurance coverage promptly upon receipt. OM&MC may obtain for its own account any insurance not required under this Agreement. Certificates

shall be current accord form and shall reflect additional insurance requirements as may be required herein.

- (c) If OM&MC fails or refuses to procure or maintain insurance as required by this Agreement or fails or refuses to furnish NHA with evidence that the insurance has been procured, is in force and has been paid for, NHA shall have the right to impose fine of Rs 10,000/- per month, at its election, and following ten (10) days written notice to OM&MC, to procure and maintain such insurance. The premiums paid by NHA shall be offset against payments that otherwise would be due to OM&MC under this Agreement.

#### 7.4 **Forms of Insurance Coverage and Minimum Limits:**

The OM&MC shall, at its cost and expense, purchase and maintain during concession period to cover against.

- i. Loss, damages of the OM&M Project facilities but not limited to the Weigh Station equipment, offices, residential buildings, all electrical/mechanical installations at replacement value against all possible causes of damage like but not limited to accident, Fire, Theft, Riot, Strike & Terrorism etc.
- ii. OM&MC's Comprehensive General Liability Insurance arising out of contract, including Contractual Liability Insurance and Completed Operations Insurance having a minimum coverage of Rs. 1,000,000/- (Rupees one million only).
- iii. Third party Insurance for unlimited cases at Rs. 300,000/- for each case.
- iv. Health/hospitalization, Accident and Travel Insurance of OM&MC's all Employees.

#### 7.5 **NHA's Right to Remedy Breach by OM&MC:**

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

## **ARTICLE – VIII**

### **OBLIGATIONS OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT**

#### **8.1 Obligations:**

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

- (a) Promptly upon termination, OM&MC shall submit to NHA detailed information relating to each Subcontractor and employee of OM&MC 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 OM&MC's obligations hereunder; and (iii) if it so elects, NHA may engage each Subcontractor or employee on substantially the same terms as each had been contracted by OM&MC.
- (b) Within ten (10) days after OM&MC's submission to NHA of the information described in subparagraph (a), NHA shall notify OM&MC, in writing, of each Subcontract (including vending contracts) and employment agreement which respect to which NHA has or intends to exercise its right to succeed OM&MC.
- (c) Within fifteen (15) days after OM&MC's submission to NHA of the information described in subparagraph (a), OM&MC shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from NHA to OM&MC as being agreements that it intends to assume.
- (d) OM&MC shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that NHA does not intend to assume. OM&MC shall initiate settlement of all outstanding liabilities and claims arising out of the commitments or agreements to be cancelled. OM&MC 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.

8.2 **Assignment:**

OM&MC shall incorporate a provision in all Subcontracts that provide for assignment 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 OM&MC shall notify the Subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to NHA in writing all of OM&MC'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.

8.3 **Continuing Liability:**

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

8.4 **Completion of the Services:**

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

## **ARTICLE – IX**

### 9.1 **Representation of parties (Status of OM&MC):**

OM&MC represents NHA an “Attach Department” of Ministry for Communications, duly created under the laws of the country of Pakistan and qualified to transact business in Pakistan and that it possess all permits necessary under applicable laws to authorize OM&MC to perform the services.

## **ARTICLE – X**

### **MISCELLANEOUS PROVISIONS**

#### **10.1 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.

#### **10.2 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 OM&MC 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.

#### **10.3 Time of the Essence:**

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

#### **10.4 Designation of Representatives; Cooperation with Representatives:**

- (a) NHA and OM&MC shall each designate an individual (or individuals) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the operations and maintenance required hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. 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 OM&MC. Such representatives shall attend any settlement conference conducted in accordance with Paragraph 10.5.

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

10.5 **Gratuities:**

Neither OM&MC nor any of its employees, agents and representatives shall offer or give to an officer, official or employee of NHA gifts, entertainment, payments, loans or other gratuities. Each of the employees and officer of OM&MC and any Subcontractors shall be obligated to pay the standard rate of all applicable tolls for use of the Roadways.

10.6 **Conflict of Interest:**

During the Term and for a period of six (06) months thereafter, no board member, officers or employee of NHA during his or her tenure shall have any direct interest in this Agreement or any direct or material benefit arising there from.

10.7 **Survival:**

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

10.8 **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.

10.9 **Permits, Licenses, Etc:**

Throughout the Term, OM&MC shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by OM&MC; 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.

10.10 **Governing Law:**

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

10.11 **Notices and Communications:**

- (a) All notices required or permitted by law or by this Agreement to be given to the NHA or OM&MC shall be in writing and may be given by either personal delivery or by registered or by a recognized overnight courier service. Notices shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing:

All correspondence with OM&MC shall be sent to OM&MC's Project Manager or as otherwise directed by the Project Manager. The initial address for such communications shall be:

M/s \_\_\_\_\_  
\_\_\_\_\_

**Pakistan.**

Phone: \_\_\_\_\_, Fax: \_\_\_\_\_

OM&MC's Authorized Representatives:

- (i) \_\_\_\_\_  
\_\_\_\_\_

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

**Chairman,**

National Highway Authority,  
27 - Mauve Area, G-9/1,  
P. O Box No. 1205,

Islamabad, Pakistan

Phone: 051-8351901-2 Fax: 051-9260404

**Employer's Authorized Representative:**

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

Islamabad

Phone: +92-51-9260190, Fax: +92-51-9261116

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**NHA**

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**OM&MC**

- (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. Notices given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

#### 10.12 **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 OM&MC discovers material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, OM&MC may immediately notify NHA and request clarification of NHA's interpretation of this Agreement.

#### 10.13 **Severability:**

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

#### 10.14 **Computation of Periods:**

References to "days" contained 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.

10.15 **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.

10.16 **Compliance with Laws:**

OM&MC 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. OM&MC shall observe all rules and regulations of health officials. OM&MC shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous or dangerous to his or her health or safety.

10.17 **Audits, Inspections and Testing:**

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

10.18 **Entire Agreement:**

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

## **ARTICLE – XI**

### **11.0 Modification of This Agreement With Mutual Consultation:**

If the OM&MC 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 OM&MC shall promptly consult as to any mutually acceptable action necessary or desirable under the circumstances and negotiate in good faith with a view toward amending, modifying and revising this Agreement in a mutually satisfactory manner.

## **ARTICLE – XII**

### **PENALTIES**

#### **12.0 Penalties:**

Failure of Contractor to comply with the requirement as indicated in the contract, scope of services and as per minimum service standards clause 2.4 Article-II more particularly as stated below:-

- i. For non-performance with respect to performance indicators as set out in Conditions of Contract, Scope of services and Minimum service standards and below clauses the contractor shall be fined Rs. 20,000/-.
- ii. Black dot shall only be recorded on the proposition of DD (Revenue) concerned as per following: -
  - a) Non-operational period (on part of OMC)
  - b) Bribery/theft
  - c) Misbehavior (By OMC staff).
  - d) If the number of occurrences of delayed deposits (in case of National Highway only) increases beyond 3 times in a month then the violation shall lead to establishment of one black dot
- iii. An un-approved operation will liable a penalty of Rs.50,000/occurrence
- iv. Inability to maintained minimum standards will deem as violation of COC by OMC and penalty @ Rs. 50,000/- shall be imposed on each incident of default.
- v. Upon recording of any event of tempering in any form with the weighing system/equipment or its replacement without taking the prior approval of the Employer; will be treated as ground for imposing major penalty which may lead towards termination of Contract along with forfeiture of guarantees.
- vi. In addition to above conditions set forth, following criteria will determine contractor's default:-
  - a. On 1st occurrence Rs. 50,000 from performance security/monthly invoice will be deducted and one black dot will be marked.
  - b. On 2nd occurrence Rs. 100,000 from performance security/monthly invoice will be deducted and 2nd black dot will be marked.
  - c. On 3rd occurrence Rs. 150,000 from performance security/monthly invoice will be deducted and contract will be terminated and the firm shall be debarred from further bidding of NHA's work/services i-e Toll Plaza, weigh stations, Tunnels and Police Fine Collection for a period of two years OR till clearance of default amount

- vii). On provision of occurrence report by General Manager/DD(Revenue) Concerned to GM(Revenue), then the decision to record black dots shall be taken by the GM (Revenue) NHA HQ and black dots shall be recorded by Director (R-O) NHA, HQ.
- viii). The written instructions given for a rectification of an emergency requirement within the specified period (normally 03 days) shall be considered as default on the part of the contractor.
- ix). The penalty imposed under clause 12.0 (Penalties) shall be deducted from invoice / performance security of the OM&MC.

# **SECTION-VII**

## **SPECIAL STIPULATIONS**

**SPECIAL STIPULATION**  
**List of Services on Weigh Stations**

**A-Detail of Staff**

Minimum Staff per Shift	Penalty
Minimum Staff detail as given in form BF-1	<p>i) Non provision of minimum staff as required in three shifts and non-payment of salaries according to General applicable laws of Islamic Republic of Pakistan to the staff on the weigh station then Rs. 50,000 from invoice will be deducted and one black dot will be marked per month per person. Upon next occurrence Rs. 100,000 from invoice will be deducted and 2<sup>nd</sup> black dot will be marked per month per person and warning letter will be issued. Upon 3<sup>rd</sup> occurrence Rs. 150,000 from invoice will be deducted and contract will be terminated.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>

**Note:** Staff must be deputed in three shifts.

**B-Other Services**

S.No.	Description	Services	Penalty
1	Utilities (Electricity, Gas & Water).	Charges will be borne by OMC & paid bills will be submitted to Deputy Director (Revenue) with monthly invoice.	<p>i) If utility bills are not paid by OMC within one month then Rs. 50,000 from invoice will be deducted and one black dot will be marked. If Utility bills are not paid upto next month then Rs. 100,000 from invoice will be deducted and 2<sup>nd</sup> black dot will be marked and warning letter will be issued. If Utility bills are not paid upto 3<sup>rd</sup> month then Rs. 150,000 from invoice will be deducted and contract will be terminated. Moreover, the cost of utility bills will also be deducted from the invoice of the OMC.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>



2	Calibration of weigh equipment	The Calibration of weigh equipment shall be done after every 90 days period and as & when required basis in the presence of DD(Revenue) region alongwith its log book entry. The charges will be borne by OMC.	<p>i) If weigh station has not been calibrated within 07 days then penalty of Rs. 50,000/- shall be deducted from his invoice and black dot shall be marked and if within 02 weeks not calibrated then Rs. 100,000/- shall be deducted and warning letter shall be issued and 2<sup>nd</sup> black dot shall be marked. Upto 3<sup>rd</sup> week if not calibrated then Rs. 150,000/- shall be deducted and contracted shall be terminated.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>
3	Tickets/Challan Slips	The cost of Fine Chillan slip/OK slip Book printing etc shall be borne by OM&MC otherwise it will be deducted from the monthly invoice @ Rs. 10,000/- per equipment per month.	-Nil-
4	Generator POL & RM	The cost will be borne by OMC	<p>i) If generators are not operated by OMC within two (02) days then Rs. 50,000 from invoice will be deducted and one black dot will be marked for 1<sup>st</sup> occurrence. For 2<sup>nd</sup> time Rs. 100,000 from invoice will be deducted and 2<sup>nd</sup> black dot will be marked and warning letter will be issued. If not operated 3<sup>rd</sup> time then Rs. 150,000 from invoice will be deducted and contract will be suspended till generator operation is ensured.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>

5	Insurance of Weigh station & employees	The OMC will provide the insurance cover as per provisions of RFP and cost will be borne by OMC.	<p>i) If weigh stations are not insured by OMC within two weeks then Rs. 50,000 from invoice will be deducted and one black dot will be marked. If not insured after 4<sup>th</sup> week then Rs. 100,000 from invoice will be deducted and 2<sup>nd</sup> black dot will be marked and warning letter will be issued. If not insured after 6<sup>th</sup> week then Rs. 150,000 from invoice will be deducted and contract will be terminated.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>								
6	Repair/Maintenance of IT equipment	The operator shall be bound to carryout repair/maintenance as per clause 8.1 & 8.2 of TOR Section-V.	<p>i) The OM&amp;MC shall be responsible for round the clock weighing operations i.e. 24/7 and 365/year. However, in case of breakdown/failure of weigh operations due to any defect/ fault related to hardware or software (except Force Majeure) accruing in the system, the OM&amp;MC shall be responsible to resume the weigh operations within 48 hours and submit a report of the activity to NHA on the same day. In case of failure, the penalty shall be imposed on OM&amp;MC at the following rates:-</p> <table border="1" data-bbox="927 1312 1522 1789"> <thead> <tr> <th data-bbox="927 1312 1050 1379">Hours</th> <th data-bbox="1050 1312 1522 1379">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="927 1379 1050 1503">48-72</td> <td data-bbox="1050 1379 1522 1503">Rs. 50,000 from invoice will be deducted and one black dot will be marked.</td> </tr> <tr> <td data-bbox="927 1503 1050 1659">72 to 96</td> <td data-bbox="1050 1503 1522 1659">Rs. 100,000 from invoice will be deducted and 2<sup>nd</sup> black dot will be marked and warning letter will be issued.</td> </tr> <tr> <td data-bbox="927 1659 1050 1789">96 and beyond</td> <td data-bbox="1050 1659 1522 1789">Rs. 150,000 from invoice will be deducted and contract will be terminated.</td> </tr> </tbody> </table> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>	Hours	Penalty	48-72	Rs. 50,000 from invoice will be deducted and one black dot will be marked.	72 to 96	Rs. 100,000 from invoice will be deducted and 2 <sup>nd</sup> black dot will be marked and warning letter will be issued.	96 and beyond	Rs. 150,000 from invoice will be deducted and contract will be terminated.
Hours	Penalty										
48-72	Rs. 50,000 from invoice will be deducted and one black dot will be marked.										
72 to 96	Rs. 100,000 from invoice will be deducted and 2 <sup>nd</sup> black dot will be marked and warning letter will be issued.										
96 and beyond	Rs. 150,000 from invoice will be deducted and contract will be terminated.										
7	Repair/Maintenance of weigh building and Office furnishing.	Routine repairs on occurrence, white washing/Painting on	If the routine repairs/ white washing/Painting on annual basis is not done by the operator then an								

		annual basis and cost will be borne by OMC.	amount of Rs 200,000 shall be deducted from his invoice/ Performance security.								
8	Overloaded vehicles complaints.	To control the overloaded vehicles.	If any complaint is received regarding any unauthorized permission given to overloaded vehicles and confirmed by any snap checking by NHA/NH&MP then Rs. 1,000,000 from performance security will be deducted from operator and contract will be terminated and debarred from NHA's work/services as well as blacklisting of his firm will be processed to the PEC.								
9	Repair/Maintenance and Services of CCTV cameras and 3G/4G Devices.	The operator shall be bound to carryout repair/maintenance as per clause 8.1 & 8.2 of TOR Section-V.	<p>i) The OM&amp;MC shall be responsible for round the clock provision of network and weigh data communication through CCTV camera's (If installed) with Ops Centre NH HQ i.e 24/7 and 365/year. However, in case of failure related to network services or any interruption in weigh data communication with Ops Centre NHA (except force Majeure), the OM&amp;MC shall be responsible to resume the services within 24 hours and submit a report of the activity to NHA on the same day. In case of failure the penalty shall be imposed on OM&amp;MC at following schedule.</p> <table border="1"> <thead> <tr> <th>Hurs</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>24-48</td> <td>Rs. 50,000 will be deducted and one black dot will be marked.</td> </tr> <tr> <td>48 to 72</td> <td>Rs. 200,000 will be deducted and 2<sup>nd</sup> black dot will be marked and warning letter will be issued.</td> </tr> <tr> <td>72 and beyond</td> <td>Rs. 300,000 from invoice will be deducted and contract will be terminated.</td> </tr> </tbody> </table> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>	Hurs	Penalty	24-48	Rs. 50,000 will be deducted and one black dot will be marked.	48 to 72	Rs. 200,000 will be deducted and 2 <sup>nd</sup> black dot will be marked and warning letter will be issued.	72 and beyond	Rs. 300,000 from invoice will be deducted and contract will be terminated.
Hurs	Penalty										
24-48	Rs. 50,000 will be deducted and one black dot will be marked.										
48 to 72	Rs. 200,000 will be deducted and 2 <sup>nd</sup> black dot will be marked and warning letter will be issued.										
72 and beyond	Rs. 300,000 from invoice will be deducted and contract will be terminated.										
10.	Failure to deposit revenue after grace	Refer Clause 5 sub clause (iii) of COC	i) Contract will become liable for termination								

**NHA**

**OM&MC**

	period	chapter-V.	ii) Attachment of property/bank account iii) Recovery by DM as arrears of land revenue. iv) Registration of Criminal Cases for recovery of Government dues.
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# **SECTION-VIII**

## **SAMPLE FORMS**

**FORM OF ENVELOPE LABEL**

**ORIGINAL BID + 01 COPY**

**WARNING:** DO NOT OPEN BEFORE: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Reference: \_\_\_\_\_

Bid Opening Date: \_\_\_\_\_

**To:**

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

**From:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**CONTRACT AGREEMENT**  
**BETWEEN**  
**NATIONAL HIGHWAY AUTHORITY**  
**AND**

**M/s -----**

**FOR OPERATION, MANAGEMENT AND MAINTENANCE OF PATTOKI  
PERMANENT (N-5) & RASHAKI MOBILE WEIGH STATIONS (M-I)**

**Contract No.** \_\_\_\_\_

This AGREEMENT (hereinafter, together with the Articles for Weigh Stations and all the documents annexed hereto forming an integral part thereof, hereinafter called “the Agreement”) made on the \_\_\_\_ day of \_\_\_\_\_ 2021 between National Highway Authority, Ministry of Communications, Government of Pakistan, Islamabad, represented for the purposes of these presents by the Chairman, National Highway Authority, his assignees, representative or his successors hereinafter called “the Employer” of the one part and **M/s** \_\_\_\_\_ hereinafter called “ The Operation, Management and Maintenance Contractor (OM&MC) ” of the other part.

Notwithstanding such association, the Operation, Management and Maintenance Contractor (OM&MC) will be represented hereunder at the times, **M/s** \_\_\_\_\_ who will retain full and undivided responsibility for the performance of obligations and satisfactory completion of the services to be performed for the Operation, Management and Maintenance of Weigh Stations.

Whereas the Employer is desirous that Operation, Management and Maintenance (OM&M) services be rendered for the Weigh Stations and Operation, Management and Maintenance Contractors (OM&MC’s) accepts the appointment on the condition as laid down in the articles, annexes and appendices of the RFP for the Operation, Management and Maintenance of Permanent Weigh Stations .

The employer is desirous that services be rendered for Operation, Management and Maintenance of NHAs weigh stations “**(Package No. \_\_\_\_\_)**” from the date of commencement till 30<sup>th</sup> June, 2023 at the following monthly charges

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**NHA**

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**OM&MC**

Package No	Location/Rout of Weigh Station	No. of Locations	No. of Equipment	Total Bid Price Per Month (Rs.)

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

- Contract Agreement
- Letter of Acceptance
- Term of Reference (TOR) and Conditions of Contract/RFP addendum (if any)
- Appendices (if any)
- Any other documents forming part of O&M Contract.

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

For and on behalf of

for and on behalf of

National Highway Authority  
**Islamabad.**

**M/s** \_\_\_\_\_

(EMPLOYER)

(OPERATOR)

\_\_\_\_\_

\_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**INTEGRITY PACT**

(To be attached with technical proposal)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**

Contract Value: **Rs.**

**OPERATION, MANAGEMENT AND MAINTENANCE OF PATTOKI PERMANENT  
(N-5) & RASHAKI MOBILE WEIGH STATION (M-I).**

M/s \_\_\_\_\_ 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, M/s \_\_\_\_\_ 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.

M/s \_\_\_\_\_ certifies that it has made and will make full disclosure of all agreements and 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.

M/s \_\_\_\_\_ 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 others instrument, be avoidable at the option of GoP.

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

**Name, Signed and Stamped**

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

\_\_\_\_\_  
**OM&MC**

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

Guarantee No. \_\_\_\_\_

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: \_\_\_\_\_

(Scheduled Bank in Pakistan)

Name of Principal (Contractor) with address: \_\_\_\_\_

Penal Sum of Security (express in words and figures) \_\_\_\_\_

Letter of Acceptance No. \_\_\_\_\_ Dated \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the Employer) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Employer, we 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 90 days after the date of expiry of contract, upon fulfillment of conditions of contract and upon entire satisfaction of the Employer.

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

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

\_\_\_\_\_  
**OM&MC**

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

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

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

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

\_\_\_\_\_  
Guarantor (Bank)

Witness:

1. \_\_\_\_\_  
\_\_\_\_\_  
Corporate Secretary (Seal)

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
Name, Title & Address

\_\_\_\_\_  
Corporate Guarantor (Seal)

### Sample of weigh Slip

Serial No. _____	
	<b>Weigh Slip</b>
Name of weigh Station: _____	
Name of OMC: _____	
Name of Driver: _____	
Vehicle No. _____	
Gross Weight: _____	Tons
Over loading: _____	Tons
Amount of Fine: Rs. _____	
Date & Time: _____	
OMC Authorized person	NH&MP
Name: _____	Name: _____
Signatures: _____	Signatures: _____
OMC Stamp	OMC Stamp

Note:- Challan ticket shall be issued to overloaded vehicle duly signed by operator and NH&MP. The charges of same shall be deemed to be included in quoted bid rates.

# **SECTION - IX**

## **BID FORMS**

**INVENTORY OF WEIGH STATIONS AND HANDING/TAKING OVER FORM.**

**WEIGH STATION EQUIPMENT**

<b>Description</b>	<b>Specification</b>
<b><u>Specification of Weigh Equipment</u></b>	
Type of Weigh Stations ASTM Type I.II.III or IV	Type IV
Time required to weigh a truck (Seconds)	5km/h --- 20km/h
Accuracy as per ASTM	+/- 2%
Weigh Measurement Procedure (Axle Group and GVW)	ASTMEI 318-09 Code: 1 for Front Axle 2 for Rear Axle 3 for Tandem Axle 4 for Triple Axle
Automatic Vehicle Classification System (AVC), System Must identify Truck Type Automatically and Its Legal Load Limits as per Type Given by Employer	Front Axle = 5500 kg Rear Axle = 12000 kg Tandem Axle = 22000 kg Triple Axle = 32000kg
Size Measurement Sensor	LxWxH: 2000x5.2x5.8 cm Qty: 8
Connectivity of weigh equipment computer at site and subsequent to ops centre	Available, RS232 & TCP
Capacity of weigh scale Measurement (Tons per Axle)	0.5 – 40 tons
Capacity of weigh scale frame (Tons) and Material	100 tons, Quartz
Temperature Range of operations in Celsius	Range: -10°C~40°C
Manufacturer's Test Certificate (Available/Not Available)	Available
Weigh scale Software capable of recording / storing / Archiving of Data of all Truck Traffic weighed at site and connectivity with operational centre through VSTA and optical fiber	30 GB
Lightning and Earth / Ground protections (Available / Not Available)	Available
CCTV Facility Make / Model of Camera Pixels	Dahua/DH-SD6CE230U-HNI, 1/ 2.8" 2Megapixel STARVIS™ CMOS. Powerful 30x optical zoom. starlight technology . Max.

	50/60fps@1080p. Auto-tracking and IVS – IR distance up to 200m. Support PoE+ . IP67,IK10
<b><u>Specification of Computer</u></b>	
Make/Model	GW5020
Processor	Intel i5-4430
RAM Capacity	4GB DDR3
Display Capacity	256M
Hard Drive Capacity	ITB
Operating System with version	Windows _7_ professional _ 32bit
Weighing software with version	Toll lane system V2.0.1
<b><u>Specification of Led Monitor</u></b>	
Make/Model	Dell 1917S
Size (Inch)	19
<b><u>Specification of ANPR</u></b>	
Make/Model	DHI-ITC302-RUIA-HL
Backup capacity	Backup in Equipment Room NVR
<b><u>Specification of AUTO Barrier</u></b>	
Make/Model	Tran Speed/K9R
<b><u>Specification of Fee display</u></b>	
Make/Model	GOWIN/GW5030
<b><u>Specification of Switch</u></b>	
Make/Model	Ruijie/RG-S2928G-E V3

**Note:** Add any other items available at site at the time of Handing/Taking over of Weigh Stations.

**Handing over by**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Stamped: \_\_\_\_\_

**Taking over by**

Name: \_\_\_\_\_.

Signature: \_\_\_\_\_.

Stamped: \_\_\_\_\_.

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

\_\_\_\_\_  
**OM&MC**

**BID AND FINANCIAL PROPOSAL FORMS**  
**FOR PERMANENT WEIGH STATIONS**



## **BID FORM FOR PERMANENT & MOBILE WEIGH STATIONS**

- i. **PATTOKI (NB&SB) (N-5) PERMANENT WEIGH STATION**
- ii. **RASHAKI (SB) (M-1) MOBILE WEIGH STATION**

### **General Manager (Revenue)**

National Highway Authority-HQ

27 Mauve area G-9/1,

Islamabad, Pakistan.

Phone: +92-51-9260190, Fax: +92-51-9261116

1. Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Operate, Manage, Maintain and Collect fine (if applicable) for Weigh Station **Package No.** \_\_\_\_\_ in conformity with the said bidding documents as per following:

#### **Rate Quoted by OMC per month:**

**In Figures:** \_\_\_\_\_

**In words:** \_\_\_\_\_

2. As a security for due performance of the undertaking and obligations of this bid, we submit herewith a Bid Security in the amount of **Rs. 1,000,000/-** (Rupees one million only) against each package drawn in your favor or made payable to you and valid for a period equal to the period of validity of Bid.
3. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.
4. 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.
5. We agree to remain committed to this Bid for a period of One Hundred and Eighty (180) days from the date fixed for Bid opening under Clause-3 of the IFB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. 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.
7. We understand that you are not bound to accept the lowest or any bid you may receive.

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**NHA**

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**OM&MC**

8. 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.
9. We confirm, if our Bid is accepted, that all partners of the joint venture will be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

**Name of Bidder** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Stamp:** \_\_\_\_\_

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations on Motorways & National Highway****Minimum Staff Requirement Per Weigh Station Per Shift**

Package No. \_\_\_\_\_

<b>Sr. No.</b>	<b>Position</b>	<b>Qualification</b>	<b>Minimum Staff per Shift for Permanent Weigh Stations</b>	<b>Minimum Staff per Shift for Mobile Weigh Stations</b>
1	Manager	FA/BA	01 for each Package for all shifts	01 for each Package for all shifts
2	Weigh Operator	Certificate in Computer Programs	01 at each Weigh Station	01 at each Weigh Station
3	Electrician	Certificate in Electrical works	01 for each Package for all shifts	Nil
4	Flag Man	Un-Skilled	02 on each Weigh station	01 on each Weigh station
5	Security Guard (To be hired from registered firm with licensed arm)	Un-Skilled	01 at each Weigh station	01 at each Weigh station
6	Sweeper	Un-Skilled	01 for each Weigh Station	Nil

**Note:** Staff must be deputed in three shifts except Sweeper.\_\_\_\_\_  
**NHA**\_\_\_\_\_  
**OM&MC**

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations on Motorways & National Highway****Breakdown of rates for staff**

Package No. \_\_\_\_\_

<b>Name</b>	<b>Position</b>	<b>Basic Salary per Working Month Col-1</b>	<b>Social Charges (% of 1) Col-2</b>	<b>Overheads/ profits per person Col-3</b>	<b>Fee/ Allowance (% of 1) Col-4</b>	<b>Monthly Billing Rate (1+2+3+4)</b>	<b>Remarks</b>
To Be Nominated	Manager						
To Be Nominated	Weigh Operator						
To Be Nominated	Flag Man						
To Be Nominated	Electrician						
To Be Nominated	Security Guard						
To Be Nominated	Sweeper						
	<b>Total</b>						

\_\_\_\_\_  
**NHA**\_\_\_\_\_  
**OM&MC**

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations on Motorways & National Highway****Minimum Staff requirement on Permanent and Mobile Weigh Stations per package**

Package No. \_\_\_\_\_

<b>Sr. No.</b>	<b>Position</b>	<b>Minimum Staff for Package No. _____ (For 3X Shifts)</b>
1	Manager	
2	Weigh Operator	
3	Flag Man	
4	Electrician	
5	Security Guard	
6	Sweeper	
<b>Total</b>		

\_\_\_\_\_  
**NHA**\_\_\_\_\_  
**OM&MC**

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations on Motorways & National Highway****Bill No. 01 Minimum Salary /Remuneration of Staff**

Package No. \_\_\_\_\_

<b>Sr. No.</b>	<b>Designation of Staff</b>	<b>Monthly Billing Rate Per Person (Rs)</b>	<b>Monthly Billing Permanent Weigh Stations (Rs.)</b>	<b>Monthly Billing Mobile Weigh Stations (Rs.)</b>
1	Manager	30,000	30,000	30,000
2	Weigh Operator	25,000	25,000	25,000
3	Flag Man	20,000	20,000	20,000
4	Electrician	25,000	25,000	-
5	Security Guard	20,000	20,000	20,000
6	Sweeper	20,000	20,000	-

Detail Estimate Package Wise given at BF-1(A)

\_\_\_\_\_  
**NHA**\_\_\_\_\_  
**OM&MC**

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations  
on Motorways & National Highway**

<b>Form BF-5</b>
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**Bill No. 2 Direct (Non- Salary Costs)**

**Package No.** \_\_\_\_\_

<b>Sr. No</b>	<b>Description</b>	<b>For Permanent Weigh Station Price per Month (Rs)</b>	<b>For Mobile Weigh Station Price per Month (Rs)</b>	<b>Remarks</b>
1	Utility Charges (Gas, Electricity, Water)	15,000	8,000	
2	Generator POL including R&M	10,000	5,000	
3	Insurance of weigh station and employees as per Article VII Clause 7.3	10,000	10,000	
4	Cost of office furnishing	5,000	2,500	

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

\_\_\_\_\_  
**OM&MC**

**Operation Management and Maintenance of Permanent and Mobile Weigh Stations on  
Motorways & National Highway**

**Bill No. 3 (Cost of other O&M activities in Scope of Services (SoS))**

Package No. \_\_\_\_\_

Sr. No	Description	Permanent Weigh Station Price per Month (Rs)	Mobile Weigh Station Price per Month (Rs)	Remarks
1	Repair/ Maintenance of IT Equipment, CCTV Cameras, 3G/4G Device etc.	10,000/-	10,000/-	This is average tentative repair and replacement charges. However, the operator shall be bound to carryout repair/maintenance as per clause 8.1 & 8.2 of TOR Section-V.
2	Repair/ Maintenance of weigh Building, Approach lanes and road furniture etc.	10,000/-	3,000/-	Repair / Maintenance including white washing / Painting on annual basis
3	Internet charges of 3G/4G Service	4,000/-	4,000/-	
4	Any other cost associated with Scope of Work but not mentioned above. (Please explain if used)	10,000/-	10,000/-	

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

\_\_\_\_\_  
**OM&MC**



Estimated Cost Per Package Per Weigh Station					Permanent Weigh Station	Mobile Weigh Station
					349,000	247,500
					55,000	30,000
<b>A. PERMANENT WEIGH STATIONS ON NATIONAL HIGHWAYS</b>						
Sr. No	Package No.	Location		No of Weigh Stations	Estimated Cost Per Package	Route
1	PWS-(N-5)-20/2021-23	Pattoki (NB&SB)	349,000	02	753,000	N-5
<b>B. MOBILE WEIGH STATION ON MOTORWAYS (M-1)</b>						
2	MWS-(M-1)-21/2021-23	Rashaki (SB)	247,500	01	277,500	M-1

