

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



REQUEST FOR PROPOSAL

FOR

**OPERATIONS, MANAGEMENT AND MAINTENANCE
OF
KOHAT TUNNEL & ALLIED FACILITIES ON N-55**

For the Period upto 30th June, 2020

Issued by: _____ Date: _____

Received by: _____ Date: _____

Endorsed by: _____ Date: _____

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SECTION-I

NATIONAL HIGHWAY AUTHORITY
(Finance Wing – Revenue Section)
27-Mauve Area, G-9/1, Islamabad

No. ()/NHA/GM (Rev)/16/

Dated: _____

Subject: **CONTRACT FOR OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL & ALLIED FACILITIES**

LETTER OF INVITATION (LOI)

National Highway Authority (NHA) intends to engage operators for “**OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL & ALLIED FACILITIES**” on fixed monthly charges for the period ending **30th June 2020** from the date of commencement and extendable for further period of One year at the discretion of Employer as deemed necessary.

You are, hereby invited to submit your bid for the subject contract. Your bid could form the basis for a Contract between you and the Employer National Highway Authority (NHA).

The detailed description of the assignment and its objectives is given in the enclosed Request for Proposal (RFP).

A brief description of the assignment and its objectives are given in the Bid Data Sheet. Details are provided in the Scope of Services & Conditions of the Contract.

1. General:

- 1.1 Bidding is open to operators who have a valid Registration for the year 2018 with Pakistan Engineering Council as an “Operator” in Category O-4 or above. Bidding will be done following Single Stage Two Envelope procedure.
- 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.

- 1.4 To obtain first-hand information on the assignment you shall attend pre-Bid meeting at your expense. At no stage NHA shall be liable to incur or reimburse any costs related to any such activities **even if** the contract award does not materialize. You must fully inform yourself of local conditions and take them into account in preparing your Bid.

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.

Conditions of Contract: Articles I to XIV.

- I. Letter of Acceptance.
- II. Addendum to the Request for Proposal (RFP), if any.
- III. Letter of Invitation (LOI).
- IV. Bid Data Sheet.
- V. Bid Form
- VI. Financial Proposal Forms.
- VII. Scope of Services
- VIII. Appendices & Sample 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 through NHA web site.

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 (RFP).

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 Fifty (150) days after the date of bid opening.
- 3.2 In exceptional circumstances prior to expiry of original bid validity period, the Employer may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension.

4. Bid Security:

- 4.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pak. Rupees equivalent to Rs. 5,000,000/- (Rupees Five Million only).
- 4.2 The Bid Security shall be, at the option of the bidder, in the form of Bank Draft/Pay Order/DD/Bank Guarantee issued by a Scheduled Bank in Pakistan in favour of the “Road Maintenance Account, National Highway Authority, Islamabad” valid for a period twenty eight (28) days beyond the bid validity date.
- 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 4.7 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 the bidders except 1st, 2nd and 3rd lowest bidders will be returned as promptly as possible. The bid securities of 1st, 2nd and 3rd lowest bidders will be released after the successful bidder has signed the agreement and has furnished the required performance security.
- 4.7 The Bid Security may be forfeited:
- (a) If the successful bidder withdraws his bid.
 - (b) In the case of a successful bidder, if he fails within the specified time to:
 - (i) Furnish the required Performance Security & fulfillment of any obligation under the contract 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 Forms to be properly completed and signed/stamped by the bidders.
- 5.2 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected as being non-responsive.
- 5.3 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 shall 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, Date of advertisement and Date of opening of Bid.
 - c. provide a warning not to open before the time and date for bid opening.

- 6.3 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. The Employer will record minutes of bid opening.

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 Bid does not deviate from basic requirements and
 - (viii) The Bids are generally in order.
- (b) A bid is likely not to be considered, if;
- (i) It is unsigned,
 - (ii) Its validity is less than specified,
 - (iii) It is submitted for incomplete scope of work,
 - (iv) It indicates that Bid prices do not include the amount of income tax.
- (c) A bid will not be considered, if;
- (i) It is not accompanied with bid security,
 - (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.

The detailed information shall be provided as required as it may otherwise make it liable for rejection.

13. Award Criteria:

- 13.1 Subject to Clause 14, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated bid.

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.**
- 15. Notification of Award:**
- 15.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder in writing through a letter of acceptance ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum i.e. Net amount per month, which the Employer shall pay to the Bidder in consideration of the performance of the services by the successful bidder as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 15.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the Employer and the Bidder till signing of the formal Contract Agreement.
- 15.3 Upon furnishing the Performance Security by the successful bidder and other requisites, the Employer will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.
- 16. Performance Security:**
- 16.1 The successful bidder shall furnish to the Employer the Performance Security Rs. 8,000,000/- (Rupees Eight Million only) in the forms and the amounts stipulated in the Bid Data Sheet within a period of Fourteen (14) days after the receipt of Letter of Acceptance.
- 16.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 16.1 or Clause 17 or Clause 22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 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.

One Bid per Bidder

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

18. Bidder to Inform Himself

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) Information about Income Tax/Surcharge or any other Levy imposed by the Government of 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.

General Manager (Revenue)
National Highway Authority
Islamabad

SECTION-II

Preamble

1. National Highway Authority (NHA) intends to offer Operations, Management & Maintenance contract (OM&MC) of Kohat Tunnel and Allied Facilities on N-55 for a time period **up to 30th June 2020 from the date of commencement** through competitive bidding under PPRA rules.
2. NHA's purpose is to develop and establish a program that meets the following objectives:
 - (1) Emergency services (firefighting, ambulance, rescue vehicles, recovery of vehicles/ persons in accidents).
 - (2) Security services and Radio communication system.
 - (3) Maintenance of Lighting and ventilation system.
 - (4) Maintenance of all civil, electrical, mechanical works and vehicles.
 - (5) Public information about safe driving and vehicles fitness.
 - (6) Management for tunnel operations and other equivalent services. Using these objectives as guiding principles, the Operation Management & Maintenance Contractor (OM&MC) is encouraged to provide a plan for Operations, Management & Maintenance of Kohat Tunnel and Allied Facilities on N-55.
3. The OM&MC shall provide qualified management, technical, clerical, and professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.
4. The Scope of Services is briefly summarized in scope of services, the work to be performed is described in the following primary categories:
 - 4.1. General
 - 4.2. Mobilization
 - 4.3. Program Management and Administration.
 - 4.4. Audit / Accounting.
 - 4.5. Kohat Tunnel Operation and Allied Services.
 - 4.6. Facilities Maintenance

SECTION-III

BID DATA SHEET

1. The name of the Assignment is:

OPERATION, MANAGEMENT & MAINTENANCE CONTRACT OF KOHAT TUNNEL & ALLIED FACILITIES ON N-55.
2. The name of the Employer: **National Highway Authority**
3. Phasing of the Assignment (if any): As per RFP
4. The Documents are: {RFP, TOR, Scope of Services, Basic understanding & Article 1-XIV, OM&M Contract Agreement, Bill of Quantity}.
5. The number of copies of the Proposals required is:

One Original & One Copy
6. The address for seeking clarification and writing on the proposal is:

General Manager (Revenue)
National Highway Authority
27-Mauve Area, Sector G-9/I, Islamabad (Pakistan)
Phone # 92-51-9260190, Fax # 92-51-9261116
7. **Amount of Bid Security: Rs. 5,000,000/-** (Rupees Five Million only) in shape of Demand Draft/ Bank Deposit/Pay Order/Bank Guarantee in favour of "*Road Maintenance Account, National Highway Authority, Islamabad*". **Bid Security shall be submitted with the Technical Bid.**

Currency of Bid: Pak Rupee
8. **Amount of Performance Security: Rs. 8,000,000/-** (Rupees Eight Million only) in shape of Demand Draft/ Bank Deposit/Pay Order/Bank Guarantee in favour of "*Road Maintenance Account, National Highway Authority, Islamabad*" in Pak Rupees.
9. Schedule of Pre-Bid Meeting:
Date & Time: Dated 12-03-2019 at 1100hrs.
Venue: NHA Auditorium
27-Mauve Area, G-9/1,
Islamabad.
10. Schedule for submission and opening of Bids:

Date & Time (Submission) : Dated 21-03-2019 at 1030hrs.
Date & Time (Opening) : Dated 21-03-2019 at 1045hrs.
11. **Period of Completion of Contract Agreement:** The period of contract shall be up to **30th June 2020** from the date of commencement and extendable for one year on satisfactory performance and at the discretion of Employer.

TECHNICAL PROPOSAL FORMS

Letter of Qualification & Technical Documents (Envelope-A)

Date:

Bid Reference No:
(Name of Contract/Works)

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (IB) 9;
- (b) We offer to execute and complete in conformity with the Bidding Documents the following Works:
- (c) Our Bid consisting of the Qualification & Technical Documents and the Tender/Price Bid shall be valid for a period of days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) As security for due performance of the under takings and obligations of our bid, we submit here with a Bid security, in the amount specified in Bidding Data Sheet, which is valid (at least) 28 days beyond validity of Bid itself.
- (e) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative offers submitted in accordance with IB16 (as applicable) .
- (f) We agree to permit Employer or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors. This permission is extended for verification of any information provided in our Qualification & Technical Documents which comprises all documents enclosed herewith in accordance with IB.11.1 of the Bidding Data Sheet.

Name

In the capacity of

Signed

.....
Duly authorized to sign the Bid for and on behalf of

Date

Address.....

Attachment to the Letter of Qualification &
Technical Documents

Applicant Information Form (AIF)

Applicant's legal name:	
In case of Joint Venture (JV), legal name of each partner:	
Applicant's Actual or Intended country of constitution:	
Applicant's actual or Intended year of constitution:	
Applicant's legal address in country of constitution:	
PEC Registration Category _____ Validity _____	
Detail of Owners of Applicants Name: Address: Telephone/Fax numbers: E-mail address:	Authorized representative information Name: Address: Telephone/Fax numbers: E-mail address:
Attached are copies of original documents of: <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation or Documents of Constitution, and documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement. <input type="checkbox"/> In case of Government owned entity, documents establishing legal and financial autonomy and compliance with commercial law <input type="checkbox"/> Valid Registration Certificate from PEC. <input type="checkbox"/> Complete detail of litigation/ disputes. <input type="checkbox"/> Attested copies of audited financial statements. (Last Three Years) <input type="checkbox"/> Attested copy of most recent tax certificate. <input type="checkbox"/> Documents showing relevant and general experience. <input type="checkbox"/> Detail of managerial/ technical structure (company/Firm) 	

FIRM'S REFERENCE**Relevant Services carried out in the Last 10 Years
Which Best Illustrate Qualification**

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

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

Firm's Name: _____

Experience Record of the Firm

A- General Experience

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

B- Relevant Operations, Management and Maintenance Experience in related activities

Select and mention relevant project from form A-1 here.

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C- Two reference with Address and Telephone numbers

(1) _____

(2) _____

Following are qualified for this:

- Head of the organization where firm worked
- Person In charge of the Employer concerned
- Any other reference who is renowned in the field and the concerned has worked with or under him for a period more than 6 months.

**OVERALL WORK METHODOLOGY AND STRATEGY
FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology, work plan, organization and staffing are key components of the Technical Proposal. You are suggested to present and justify your Technical Proposal divided into the following four (4) chapters:

- a. Technical Approach and Methodology, {on separate pages}
In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and degree of detail of such outputs. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodology you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b. Quality of Methodology and Work Plan {on separate pages}
In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client) and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here.
- c. Organization and Staffing {on separate pages}
In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
- d. Innovativeness/Comments/Suggestion on TOR&SOS {on separate pages}
Present and justify here any modifications or improvement to the Scope of Services you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions such Suggestions should be concise and to the point, and incorporated in your proposal

On the Scope of Services

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Etc.

On the data, services and facilities to be provided by the Employer indicated in the SOS:

1.

2.

3.

4.

5.

Etc.

DETAIL OF STAFF TO BE DEPLOYED FOR OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES

Sr. No.	Employees name	Item Description	Qualification/Experience	Unit	Qty	Remarks
1	Name to be nominated	Bill No. 1: STAFF				
1.1		Control Room				
		Asstt Operation Manager	DAE (Elect/Mech/ Electronics) (03 year Experience)	No.	3	Attach C.V
		Control Room Supervisor	(03 year DAE(Elect/Mech)	No.	3	Attach C.V
		Supervisor Assistant+Reliever	(03 year DAE(Elect/Mech)	No.	4	Attach C.V
		Security Guard for south portal & Control room + Reliever	Experience in Relevant Field	No.	7	
		Drivers	LTV/HTV License/Experience	No.	3	
		Sweeper	Experience in Relevant Field	No.	3	
		TOTAL		No.	23	
1.2	Pump Room & Sub Station					
		Foreman/Supervisor (Electrical/Mechanical)	01 Year Diploma in the Relevant Field	No.	1	Attach C.V
		Mechanic for pump room	01 Year Diploma (Mech. Engg.)	No.	3	
		HT Electrician	Electrical Experience	No.	3	
		Mechanic/electrician helper	Experience in Relevant Field	No.	4	
		TOTAL		No.	11	
1.3	South Emergency Response Team Evacuation, Rescue Team, Ambulance Team and Fire Fighting					
		Rescue staff	Matric (Experience)	No.	4	
		Staff assistant	Matric (Experience)	No.	3	
		Nursing staff	Matric (Diploma Holder/ Nursing Course)	No.	3	Attach C.V
		Fire fighters	Matric (Fire Fighting Course/Experience)	No.	9	Attach C.V
		Drivers for ambulance/recovery vehicle & fire vehicle	LTV/HTV License/Experience	No.	9	
		TOTAL		No.	28	
1.4	Vehicle Inspection Point North, South					
		vehcile inspector	Matric (Experience)	No.	6	
		flagman	Matric (Experience)	No.	6	
		TOTAL		No.	12	

DETAIL OF STAFF TO BE DEPLOYED FOR OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES

Sr. No.	Employees Name	Item Description	Qualification/Experience	Unit	QTY	Remarks
1.5	Administration staff (North)					Attach C.V
		Nursing Staff	Matric (Diploma Holder/ Nursing Course)	No.	3	Attach C.V
		Rescue Staff	Matric (Experience)	No.	3	
		Staff Assistant	Matric (Experience)	No.	3	
		Drivers for Ambulance/ Recovery Vehicle & Fire Vehicle + Reliever	LTV/HTV License/Experience	No.	9	
		Fire Fighters	Matric (Fire Fighting Course/Experience)	No.	9	
		Auto Mechanic for Mob Workshop	Experience in Relevant Field	No.	3	
		Mechanic Helper	Experience in Relevant Field	No.	3	
		Security Guard for North Vehicle Inspection Point	Experience in Relevant Field	No.	3	
		TOTAL			36	
1.6	Administration Building					
		Operation Manager/ Administration officer	(BSc. Elect/Mech)	No.	1	Attach C.V
		Store Keeper	BA (Experience in Relevant Field)	No.	1	
		Superintendent Accounts	B.A/B.Com (Experience in Relevant Field)	No.	1	Attach C.V
		Office assistant	B.A/B.Com (Experience in Relevant Field)	No.	1	
		LDC	Matric (Experience)	No.	1	
		Plumber	Experience in Relevant Field	No.	1	
		Carpenter	Experience in Relevant Field	No.	1	
		Electrician	Experience in Relevant Field	No.	1	
		Auto mechanic	Experience in Relevant Field	No.	1	
		Driver for Staff Transport and other Admin Duty+Reliever	LTV/HTV License/Experience	No.	10	
		Naib Qasid	Experience in Relevant Field	No.	2	
		Helpers	Experience in Relevant Field	No.	7	
		Computer Operator	B.A/B.Com (Experience in Relevant Field)	No.	1	
		Generator operator	Experience in Relevant Field	No.	3	
		Security guards + reliever	Experience in Relevant Field	No.	5	
		Sweeper	Experience in Relevant Field	No.	1	
		Gardener	Experience in Relevant Field	No.	2	
		Total		No.	40	

DETAIL OF STAFF TO BE DEPLOYED FOR OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES

Sr. No.	Employees Name	Item Description	Qualification/Experience	Unit	QTY	Remarks
1.7	Residential Colony					Attach C.V
		Care Taker	B.A/B.Com (Experience in Relevant Field)	No.	1	Attach C.V
		Generator Operator	Experience in Relevant Field	No.	3	
		Gardener	Experience in Relevant Field	No.	2	
		Paish Imam for Mosque	Having knowledge and Experience in Relevant Field	No.	1	
		Khadim for Mosque	Experience in Relevant Field	No.	1	
		Sweeper	Experience in Relevant Field	No.	4	
		Security guards + reliever	Experience in Relevant Field	No.	3	
			TOTAL	No.	15	
			Grand Total	No.	165	

Note:

- Key staff at Tunnel must be appointed/ replaced with the consent of the Employer.
- Above staff must be of sufficient experience to handle the tasks. Their individual and collective performance will be monitored during operations and anyone found below the required level will be removed instantly and operator will be bound to provide the replacement within 24 hours.
- C.Vs of the personals be attached as mentioned above.

FINANCIAL SITUATION

[The following table shall be filled in for the Applicant and for each partner of Joint Venture]

Financial Data

Financial Information	Historic information for previous years (Rupees in Millions)		
	2017-2018	2016-2017	2015-2016
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth (NW)			
Current Assets (CA)			
Current Liabilities (CL)			
Net Working Capital.			
Information from Income Statement			
Total Revenue (TR)			
Profits Before Taxes (PBT)			

AVERAGE ANNUAL TURNOVER

[The following table shall be filled in for the Applicant and for each partner of a Joint Venture]

Annual Turnover Data

Year	Amount and Currency	Rupees in Million
2015-16		
2016-17		
2017-18		
Average Annual Turnover*		

* Average annual turnover calculated as total certified payments received for works in progress or completed, divided by the number of years specified.

Specific proposed sources of financing to meet the cash flow of the Contract.

Source of Financing	Amount (Pak Rs or equivalent)
1.	
2.	
3.	

[Attach audited financial statements for the last three (03) years (for individual applicant or each partner of Joint Venture)]

[Firms owned by individuals, and partnership, may submit their balance sheet certified by a registered Chartered Accountant and supported by copies of tax returns, if audits are not required by the laws of their countries of origin in case of foreign firms].

TECHNICAL QUALIFICATION CRITERIA

ELIGIBILITY AND TECHNICAL CRITERIA

Sr. No.	Description	Requirement	Max Marks	
1	PEC Registration (Valid PEC Certificate) (IN case of JV, one out of two firm must be O-4)	O-A, O-B O-1 to O-3 O-4	10 Marks 07 Marks 03 Marks	10
2	Financial Statements / Audit report duly certified by Chartered Accountant having average net worth over last 03 years (2015-16, 2016-17 & 2017-18) (Total Assets – Total Liability except capital) <i>In case of JV, lead firm share will be taken as 70% of Average Net Worth whereas other partner as 30%.</i>	More than 200 Million 151 – 200 million 101 – 150 million Upto 100 million	15 Marks 10 Marks 08 Marks 05 Marks	15
3	Average Annual Turn-Over for the year 2015-16, 2016-17 & 2017-18. (Financial Statements / Audit report duly certified by Chartered Accountant showing turnover of each year separately) <i>In case of JV, lead firm share will be taken as 70% of Turnover whereas other partner as 30%.</i>	More than 300 million 201 – 300 million 101 – 200 million Upto 100 million	10 Marks 07 Marks 05 Marks 03 Marks	10
4	Capabilities of Company/Firm/Sole Proprietor (Attach documentary evidence) {Form A-5}	Managerial/ Administration Technical Personnel	08 Marks 07 Marks	15
5	Relevant OM&M Experience of related activities during last 10 years. (Attach documentary evidence) {Form A-2}	03 Marks per year upto maximum 15 Marks		15
	General Experience in Operational Services during last 5 years. (Attach documentary evidence) {Form A-2}	03 Marks per year upto 15 Marks		15
6	Overall Work Methodology regarding complete Scope of Work. {Form A-4}			05
7	Organizational Structure	Company Firm Sole Proprietor	10 Marks 06 Marks 03 Marks	10
8	An undertaking on judicial stamp paper to be furnished confirming the detail of litigation / dispute cases with NHA and also mentioning non-performance of the contracts (if any)	No case Upto 3 cases More than 3 cases	05 Marks 03 Marks 01 Marks	05

Total = 100***The minimum qualifying marks are 65 (Sixty Five)***

- An undertaking on judicial stamp paper to be furnished confirming the detail of litigation / dispute/ cases, both existing and previous, with NHA and also mentioning non-performance of the contracts (if any) with any govt. or private institute/organization.
- Bidders must have NTN & STN and must be listed in Active Tax payer list (ATPL) of FBR. In case of JV, individual entity must have NTN, whereas NTN of JV must be furnished within one month of award.
- If two or more bidders have quoted same identical bid then bidder will be declared successful on the basis of higher score in Technical Evaluation.

SECTION-IV

CONTRACT AGREEMENT
BETWEEN
NATIONAL HIGHWAY AUTHORITY
AND
M/S -----
FOR
OPERATION, MANAGEMENT & MAINTENANCE OF KOHAT TUNNEL &
ALLIED FACILITIES

This AGREEMENT (hereinafter, together with the article I to XIV and all the documents annexed (Appendices) hereto forming an integral part thereof, called “the Agreement”) is made the day of..... 2018, between the National Highway Authority, Government of Pakistan, 27-Mauve Area, G-9/1, Islamabad, Pakistan, represented for the purposes of these presents by Chairman National Highway Authority his assignees representatives or his successors hereinafter called the “Employer” of the one part and M/s_____, hereinafter called the “**Operation, Management & Maintenance Contractor (OM&MC)**” of the other part. Notwithstanding such association, the OM&MC will be represented hereunder at all times, by M/s_____, which will retain full and undivided responsibility for the performance of obligations and the satisfactory completion of the services to be performed for the Operation, Management & Maintenance of Kohat Tunnel and Allied Facilities on N-55.

WHEREAS the Employer is desirous that the Contract Agreement be granted for “**OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL & ALLIED FACILITIES**”

The Operations & Management Contractor accepts the appointment on the conditions laid down in the Contract Agreement. The following documents attached hereto shall form integral part of this Agreement:

- i. Contract Agreement
- ii. Letter of Acceptance
- iii. Addendum if any
- iv. Articles I to XIV
- v. Scope of Services
- vi. Institutional Arrangements
- vii. Standard Operating Procedure (SOP) Manual
- viii. Appendices (A&B)
- ix. Financial Proposal

Whereas, the contract is signed with the effective commencement date, the OM&MC shall be paid an amount of Rs. _____/- per month for a period ended by 30th June 2020 from the date of commencement and extendable for further term at the discretion of Employer as deemed necessary.

In witness whereof the parties have executed this Agreement as of the Day and Year first above written.

For and on behalf of
National Highway Authority
(Employer)

For and on behalf of
M/s _____
**Operation, Management & Maintenance
Contractor (OM&MC)**

(Authorized Representative)

(Authorized Representative)

Witness
For and on behalf of Employer

Witness
For and on behalf of OM&MC

SECTION-V

SCOPE OF SERVICES

1.0 PURPOSE

The National Highway Authority requires professional and technical services from well reputed firm for Operations, Management & Maintenance (OM&M) of Kohat Tunnel through Open bidding to perform a variety of Operations at Kohat Tunnel & Allied Facilities.

The NHA's purpose is to develop and establish a program that meets the following objectives:

- (1) Sound financial accounting/ auditing of revenues and assets,
- (2) Emergency services (firefighting, ambulance, rescue vehicles, recovery of vehicles/persons in accidents) in the following manners:-

Firefighting Service:

Fire Hydrant System full with water along with Fire Pump must be ready/ kept in good and perfect condition 24 hours a day, 7 days a week for 365 days a year.

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

Failure to response within the specified time, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

Ambulance Service:

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

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

Failure to response within the specified time, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

Rescue Vehicle, recovery of Vehicle/Person:

A prompt response, sufficient preparation, efficient management and appropriate disposal method should be taken to treat the emergency to mitigate or minimize loss/damage which might be triggered during an accident or emergency etc.

If the approach roads and area within the tunnel and/or its facility is seriously damaged by nature or artificial activity, by which serious emergency of human causality is caused, then positive emergency

measures should be taken immediately to avoid extension of the disaster and ensure remedial work to be properly done during/after the emergency.

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

Failure to response within the specified time, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

(3) Security Services and Radio communication System.

A continuous displaying of videos of each CCTV Cameras already installed at the entrance, exit and inner area of tunnel should be monitored in the control room round the clock for safety and security measures of the tunnels as well as road users. All that equipments should be maintained in good and perfect working conditions.

In case of break down more than 10 minutes, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

A communication system like Emergency telephone system near and within the vicinity of tunnel should always be in functional condition connected with monitoring/control room of the tunnel to facilitate the road users in case of any emergency.

In case of break down more than 10 minutes, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

(4) Public information about safety of drivers and disable vehicles.

For the awareness of road commuters about their safety an information/campaign system may be developed through electronic/print media or by distributing leaflets, pamphlets etc.

(5) Inspection of Vehicles and other electro-mechanical instruments and items.

Ordinary Inspection:-

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

Routine Inspection:

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

Regular Inspection:

Fully inspection and repair using test instruments shall be performed **in every 3 months of the contract period** for working status, connection status, calibration status etc. of all the electro-mechanical items.

Disassembly Inspection:

Disassemble the damaged items for inspection and repair, which shall be performed **every 6 months of the contract period**.

Special Inspection:

Special Inspection shall be performed after some big accident or disaster for electro-mechanical items which can be also along with structure inspection, a chart in this regard may also be prepared and readily available in the control room.

Failure to response within the specified time, a penalty of Rs, 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.

(6) Management of tunnel operations and other equivalent services.

The OM&MC shall provide qualified management, technical, clerical, and professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

The OM&MC shall ensure that the NHA's privatization objectives are met and maintained. The OM&MC shall operate and maintain the NHA's facilities in strict adherence with the approved Plans and Standards Operating Procedures. Failure to maintain the level of professional services and performances specified in the Contract, and/ or failure to continuously comply with the approved Plans and SOP's, may provide cause for the OM&MC to be declared in default of Contract or if 05 Nos. accumulative black dot have been recorded by the representative of the Employer, the Employer shall have the right to terminate the contract and declared the contractor black list.

2.0 TERMS AND ABBREVIATIONS

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

3.0 LOCATION OF PROJECT

Kohat Tunnel & Allied Facilities on N-55 near Kohat City.

4.0 PROGRAM IMPLEMENTATION

National Highway Authority intends to privatize operation of Kohat Tunnel and Allied Facilities on N-55, which shall be carried out in most professional and in state-of-the-art manner. The program shall comprise as follows:

“Furnish all labor, material, personnel, supplies and support services necessary to manage, operate and maintain the five Kohat Tunnel and allied facilities 24 hours a day, 7 days a week and 365 days of year”

5.0 SERVICES TO BE PROVIDED

For this Scope of Services, the work to be performed is described in the following primary categories, each with its own specific task sub-categories:

- a. General
- b. Mobilization
- c. Program Management and Administration
- d. Audit / Accounting
- e. Kohat Tunnel and Allied Services.
- f. Facilities Maintenance

A. GENERAL

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

B. 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 Kohat Tunnel and Allied Services for project mobilization and start-up activities. To achieve these objectives, the OM&MC shall provide a qualified staff, all necessary equipment and supplies as per Agreement and maintain all documentation, forms and manuals necessary for the operation and maintenance of the Kohat Tunnel and Allied Facilities on N-55.

1.0 DOCUMENTATION REQUIREMENTS

1.1 WORK PLAN, PROCEDURES AND DOCUMENT DEVELOPMENT

As part of the mobilization period prior to the commencement of 5# Kohat Tunnel Operation and Allied Services and facility maintenance activities, the OM&MC shall prepare and provide to the NHA, written Plans and Standard Operating Procedures (SOP’s). All plans and SOP’s identified in Table 1 and Tunnel operations guidelines. Document Requirements Listing, shall be developed in accordance with the requirements described herein. The OM&MC, its employees, and agents shall comply with the approved documentation in the execution of the Contract.

A listing of specific documentation submittals is provided in Table 1. The OM&MC shall divide all the specified Plans and SOP's into four (4) volumes as follows:

- Volume 1 - ADMINISTRATION & MANAGEMENT
- Volume 2 - OPERATIONS
- Volume 3 - AUDIT / ACCOUNTING
- Volume 4 - FACILITY MAINTENANCE

The plan(s) and SOP(s) shall include all procedures necessary for the management, operation and facility maintenance as specified. Final approved plans and SOP's shall be implemented immediately, and maintained for the duration of the Contract, unless otherwise directed by the NHA.

The OM&MC shall develop for the NHA's approval a comprehensive document control plan and system. All documentation shall be assigned unique control numbers showing applicable dates, originators, and revision numbers.

All documentation prepared and provided under The Contract, shall be correspondence, drawings, graphs, charts, illustrations, etc. The deliverable media shall be standard A4 size bound text documents, and standard 11 x 17 inch drawings, accompanied with the appropriate DVDs (computer storage disk media). Copies of all documents shall also be provided by the OM&MC to the NHA in Adobe format on DVDs (Three sets) to the NHA.

All documentation shall be consistently written to industry standards, type font, indexed, complete, accurate, and legible. The OM&MC shall submit all documentation listed and specified herein. All documentation prepared and provided by the OM&MC shall be subject to the review and approval of the NHA.

All documentation required by the NHA relevant to this project shall become the property of the NHA as well as all rights thereto associated.

Development of required documentation shall occur during the mobilization period of this project prior to commencement of Kohat Tunnel Operations and Allied Services and/ or facility maintenance. The entire documentation process including development, preliminary reviews and edits, final reviews and edits, and formal acceptance by the NHA shall not exceed Sixty (60) calendar days from the date of the Contract Notice to Proceed. The review and editing process shall include, but not be limited to, review of content and format for all Plans, SOP's and Reports, a final review and edit, and the approval process (which may include additional edit and review) and a formal sign-off by the NHA.

The OM&MC shall ensure that all Plans and SOP's are approved and ready to execute once a phase transition date has been established by

the NHA and provided to the OM&MC. Failure to have approved plans and SOP's executable, as specified, may result in the OM&MC being declared in default, and provided the delay is not due to actions of the NHA.

1.2 DOCUMENTATION SUBMITTAL SCHEDULE

The OM&MC shall prepare and provide a detailed Document Submittal Schedule. As a minimum, the schedule shall identify each contractual document deliverable, each submittal milestone date, and approximate number of pages. This schedule, when approved by the NHA, shall be used by the OM&MC for document submittal.

A preliminary Document Submittal Schedule shall be submitted with the proposal. A final schedule shall be submitted to the NHA for review and approval within the Ten (10) calendar days from the date of the Contract Notice to Proceed.

1.3 DOCUMENTATION APPROVAL AND MAINTENANCE

The procedure for obtaining approval of the documentation will include review, approval and change processes as follows:

- (a) The OM&MC shall prepare and submit to the NHA all documentation specified in Table 1, Document Requirements Listing, no later than the time specified. The NHA accepts no liability for delays in approval of documentation resulting from submittals not made on schedule or in accordance with the contract.
- (b) The NHA will, within Fifteen (15) working days of receipt of scheduled and on-time submittals (i.e. Plans, SOP's or Reports, etc.) conduct its review of the document and return comments to the OM&MC. These steps will continue until a final approved document has been developed by the OM&MC and approved by the NHA. The NHA will attempt in good faith, to respond as necessary to all submittal within Fifteen (15) working days of receipt. However, such response time is not, guaranteed for re-submittals, non-scheduled or late submittals. Schedule submittals received on time may receive first priority over such items.
- (c) The OM&MC shall accept any NHA requests for changes to the procedure and plan. The document shall be resubmitted to the NHA within ten (10) working days after receipt of the NHA's review comments unless otherwise allowed in writing by the NHA.
- (d) Once accepted by the NHA, the document will be subject to periodic review and modification, in whole or in part, any time, at the discretion of the NHA's designated representative.
- (e) The documentation requirement shall include maintaining two duplicate and complete libraries of approved project

documentation; one located at the OM&MC's Kohat Tunnel Operation and Allied Services Office, and one located in the NHA's office. The OM&MC shall provide updates; changes, modifications and a current index of materials to ensure the libraries always contain current versions.

Besides the manuals and procedures associated with civil, electrical and mechanical works, the OM&MC shall, as a minimum, maintain the documentation listed in Table 1.

TABLE 1**LISTING OF REQUIRED DOCUMENTATION**

The OM&MC shall prepare and submit the following documents to the NHA as per detail given below. If requisite detail is not provided then penalty will be imposed as per Clause iii of Article XIV.

VOLUME 1 – ADMINISTRATION & MANAGEMENT

TYPE	DESCRIPTION	DATE DUE
Plan	Staffing	<u>15</u> Days from Contract Signing
Plan	OM&MC Operations Office Layout and Security System Plans	<u>30</u> Days from Contract Signing
SOP	OM&MC Operations Office	<u>30</u> Days from Contract Signing
Plan	Training	<u>15</u> Days from Contract Signing

VOLUME 2 – OPERATIONS

TYPE	DESCRIPTION	<u>DATE DUE</u>
SOP	Kohat Tunnel Operations and Allied Services.	<u>15</u> Days from Contract Signing
SOP	Shift Operations	<u>15</u> Days from Contract Signing
Design	Uniforms	<u>15</u> Days from Contract Signing

VOLUME 3 – FACILITY MAINTENANCE

TYPE	DESCRIPTION	<u>DATE DUE</u>
SOP	Maintenance (civil, electrical, mechanical works and other facilities)	<u>15</u> Days from Contract Signing
Listing	All assets of NHA (like installations, equipment, vehicles etc.)	<u>15</u> Days from contract signing
Listing	Spare Parts	<u>15</u> Days from contract signing

2.0 TRANSITION**2.1 SYSTEM OPERATIONS PLAN**

The OM&MC shall develop and implement a System Operations Plan. The plan shall describe in detail the OM&MC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall address maintaining unobstructed traffic flow.

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

2.2 RECRUITMENT/ REMOVAL OF STAFFING

The OM&MC shall develop and implement a Staffing Plan that shall include temporary and permanent positions and personnel. The OM&MC staff shall perform duties required by job descriptions.

The OM&MC shall provide and maintain a complete list of all project employees and their titles with Curriculum Vitae (CVs) and other necessary testimonials briefed hereunder to NHA on quarterly basis and shall intimate the NHA in writing as and when there is any change.

As the Kohat Tunnel and Allied facilities are sensitive installations of NHA therefore, it would be compulsory requirement by the Employer from OM&MC that:

- i. OM&MC shall provide Police Clearance Certificates of all the staff proposed to be appointed along with CVs duly supported with attested copies of all the necessary testimonials including educational transcripts, experience certificates, Computerized National Identity Cards etc. for approval of NHA.
- ii. NHA reserves the right to get the security clearance of such personnel from any other sources.
- iii. No employee will be appointed on the project facility without the prior approval of NHA.
- iv. OM&MC shall remove the person(s) immediately upon receipt of Notice by NHA to do so.
- v. For employment of supporting staff (especially in case of unskilled staff) OM&MC shall give preference to locals of the area.

2.3 PROPERTY INVENTORIES

Not later than fifteen (15) days after signing of Contract Agreement, the OM&MC and NHA will jointly prepare inventory of all NHA assets including installations, equipment, vehicles, associated office and residential buildings etc. Any discrepancies shall be reported to the NHA in writing. The report shall be maintained current and shall be re-issued annually or as directed by the NHA. The property inventory report(s) shall contain a listing of all relevant property items by NHA inventory number.

2.4 VALIDITY OF CONTRACT

The contract is valid for a period **upto 30th June 2020 from the date commencement.**

3.0 UNIFORMS

3.1 GENERAL

While on duty, all employees shall be properly uniformed and displaying the employment card at prominent place, which will be provided by the OM&MC. The OM&MC shall maintain the uniforms and service cards of all employees in a presentable manner and ensure sufficient supply.

3.2 UNIFORM DESIGN

The OM&MC shall submit a minimum of four (4) proposed uniform designs for the NHA's approval for every category. Sets for both summer and winter are to be submitted. Upon approval of the uniform design, the OM&MC shall place the order in sufficient time to ensure that personnel are uniformed upon phased commencement of operations by the OM&MC. The OM&MC will provide an official replica of its logo and color

scheme for the approval of NHA. Uniform must contain the logo of NHA and Kohat Tunnel .

C. PROGRAM MANAGEMENT AND ADMINISTRATION

1.0 FUNCTIONAL RESPONSIBILITIES

The NHA's program of privatized tunnel facility operation and maintenance is composed of the following key functional areas:

- Program Management and Administration
- Audit / Accounting
- Kohat Tunnel Operations and Allied Services.
- Facilities Maintenance

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

1.1 MANPOWER PLANNING AND WORKLOAD PROJECTIONS

The OM&MC shall identify all staff under each of the functional sections, i.e. Program Management and Administration, Audit / Accounting, Kohat Tunnel Operations and Allied Services and Facility Maintenance. Salaries and other payments, if any, to the all the staff working in connection with Kohat Tunnel be made through their bank accounts only. All tasks identified for each of the Contract sections shall be manpower resource loaded to allow a review of staff workloads. The OM&MC shall identify "Key Personnel" in each section and shall intimate the NHA as and when there is any change.

2.0 OM&MC OPERATIONS OFFICE (PROGRAM OFFICE)

2.1 DISCLOSURE OF NHA DATA AND INFORMATION

The OM&MC shall not, without the Employer's prior written consent, disclose the Data, Contract or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Employer in connection there with, to any person other than a person by the OM&MC in the performance of Contract. Disclosure, to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purpose of such performance. Specifications of all the equipment installed, drawings of installations, network diagrams, drawings of civil works etc. should be kept under strict security.

2.2 OM&MC OPERATIONS OFFICE SOP

The OM&MC shall develop, implement and maintain an OM&MC Operations Office SOP. The SOP shall depict the policies and procedures used in the execution of the operations and management of the program.

3.0 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 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 firm's existing regular and part-time employees. The OM&MC shall staff and provide training for staff to ensure good, sound Human Resources Management for all of its employees.

4.0 TRAINING

The OM&MC shall undergo a comprehensive Twenty (20) days Training Program with the present OM&MC under the supervision of Chief Operating Officer, Kohat Tunnel . A Satisfactory Training Completion Certificate shall be issued by the Chief Operating Officer, Kohat Tunnel duly countersigned by General Manager (KPK) NHA Peshawar upon completion of training program. The Operation, Management & Maintenance Services by the OM&MC shall commence after the issuance of above mentioned certificate. Any costs associated with such training program for key staff only till issuance of Satisfactory Training Completion certificate as stated above shall be included in the Bid Price.

In addition to the above, OM&MC shall develop and maintain a Training Plan detailing a program to ensure all OM&MC personnel and staff is knowledgeable and competent in all phases of their jobs. The plan shall be submitted to the NHA for review and approval as indicated in Table 1.

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

- Provide a complete orientation program to new employee 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.

- Fully train all Kohat Tunnel Operations and Allied Services personnel in the area of customer services

5.0 CUSTOMER AND PUBLIC RELATIONS

The OM&MC shall develop, implement and maintain a Customer Relations Procedures. The OM&MC shall submit the procedure to the NHA for review and approval as indicated in Table 1.

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

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

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

6.0 EMERGENCY PLAN

The OM&MC shall develop, implement, and maintain an Emergency Operations Plan to ensure that Kohat Tunnel Operations and Allied Services and Facilities are maintained and protected in emergencies. The OM&MC shall submit the plan to the NHA for review and approval as indicated in Table 1.

The OM&MC shall maintain Kohat Tunnel Operations and Allied Services during all emergencies including fire, accident, and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. The tunnel operations shall be suspended when specifically authorized by the Chairman, NHA or NHA's authorized representative.

7.0 SAFETY

The OM&MC shall develop, implement and maintain a Safety Program Plan. The plan shall be submitted to the NHA for review and comment as indicated in Table 1. The plan shall comply with all applicable state, local and federal laws, and shall as a minimum, include safety training, safety awareness, and written safety procedures to be followed by OM&MC personnel.

The OM&MC (and any subcontractor) shall not require any person employed in performance of the Contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as determined under the construction safety and health standards nor violate any applicable laws.

9.0 QUALITY MANAGEMENT / QUALITY ASSURANCE

The OM&MC shall develop, implement and maintain a Quality Management/Quality Assurance Plan that shall guide all performance. The OM&MC shall submit the plan to the NHA for review and approval in accordance with Table 1.

As a minimum, the plan shall address the following items.

9.1 QUALITY POLICY

This policy shall reflect a commitment to achieving the highest standards in terms a patron satisfaction, error-free performance in carrying out the procedures necessary to provide Kohat Tunnel Operations and Allied Services, and maintaining good organizational relationships with the NHA and Law Enforcement personnel.

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

- Achieving a high level of customer satisfaction by minimizing delays through toll plaza, establishing and carrying out a customer complaint resolution system, and periodically surveying customer satisfaction.
- Providing managerial, financial and maintenance reports and traffic statistics as required for appropriate review and monitoring by the NHA.
- Operating and maintaining facilities, equipment and grounds efficiently and effectively and in a ways that provide for a clean appearance.

9.2 QUALITY MANAGEMENT / QUALITY ASSURANCE SYSTEM

The organizational structure, responsibilities, procedures and process that are related to all aspects of Kohat Tunnel Operations and Allied Services shall be addressed by the OM&MC. More specially, the OM&MC shall include the following:

- Organizational structure – identify all positions needed to deliver all services by providing a brief description of job duties and responsibilities;
- Procedures/ processes – identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/ limitations should be identified for each process/ procedure. Methods of assuring compliance such as inspection, monitoring and audit review shall be identified with time frames noted.

9.3 QUALITY ASSURANCE

This quality assurance system shall include procedures determined that quality control is being or has been performed effectively and appropriately. It should include such activities as planned inspections necessary to ensure administration, OM&MC operations office management. Frequency of assurance activities shall be noted, showing the need for additional action if these are not met.

9.4 QUALITY CONTROL

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

9.4.1 FACILITIES, EQUIPMENT AND UNIFORMS

- All equipment and facilities needing maintenance or repair must be reported according to the approved SOP.
- Ongoing inspection of all uniforms and personnel equipment to identify items needing repair or replacement.
- Designated employees shall periodically inspect break areas, control room, the administration areas and all facilities. A decision shall be made concerning items needing repair or replacement, whether safety hazards exists, whether there is a high probability of fire or accidents, and whether areas are secure enough to deter criminal activity.

9.4.2 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, 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 all resembling or 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.

9.4.3 CUSTOMER SATISFACTION

9.4.3.1 COMPLAINT RESOLUTION

Customer complaints will be received and handled by the NHA. Complaints received at the Tunnel shall be logged in as to the date and time, and name and address of the complainant. An attempt shall be made to resolve the complaint at the site. If complaint resolution is unsuccessful, the complainant should be politely referred to the NHA. As part of the SOP, a system shall be established to process the following:

- (i) Recording all complaints received by the OM&MC via the NHA,
- (ii) Appropriate investigations by the OM&MC situations/ conditions identified by the complaint,
- (iii) Steps taken to resolve the complaint situation/ condition, and
- (iv) Communication with the NHA.

9.4.3.2 **CUSTOMER SATISFACTION SURVEY**

The NHA will conduct periodic surveys at its discretion according to appropriate survey research methods. The OM&MC shall assist and facilitate in the development, distribution, collection and analysis of the surveys. The survey shall include questions concerning satisfaction with those aspects of Kohat Tunnel operations and Allied Services that are most visible to the customer. These may include topics such as degree of friendliness and courtesy shown by OM&MC staff, attention paid to unique problem/ difficulties faced by the customer, cleanliness overall appearance of facilities etc. As part of the SOP, the OM&MC shall outline procedures to respond to areas of poor performance as identified by the survey results.

9.4.3.3 **EMPLOYEE PERFORMANCE ASSESSMENT AND EVALUATION**

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

10.0 FURNISHING AND EQUIPMENT

The OM&MC shall provide all supplies and equipment necessary for the successful performance of the work of the contract. Office supplies include, but are not necessarily limited to all forms, printer cartridges, paper, panicles, paper clips, staplers, staples and similar expendable computer supplies, and disks.

11.0 PERFORMANCE MONITORING

The NHA will establish a Performance Evaluation Committee under Chief Operating Officer (Kohat Tunnel), which will include a representative from the OM&MC. The Performance Evaluation Committee will:

- Monitor, evaluate and assess the OM&MC's performance against the SOP and performance standards as established and agreed to by both parties.
- Meet with the OM&MC monthly / periodically to discuss the OM&MC's performance, achievement, deficiencies and/or new areas of responsibilities. Where deficiencies on non-emergency areas noted, the OM&MC will be given an appropriate period to correct such deficiencies. Emergency conditions shall be handled on a priority basis.
- Submit a consolidated report and recommended action item list

The SOP(s), coupled with the operations and maintenance criteria, as described previously, provide the standardization and performance levels necessary to ensure effective development, administration, coordination, operation and management of the NHA program.

The NHA expects the OM&MC to exceed minimum performance standards and equates this level of performance with a "Satisfactory" performance. The OM&MC shall strive to attain the highest standards of excellence in executing its responsibilities under the contract as measured against performance standards consistent with best available practices. The OM&MC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The OM&MC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

The OM&MC shall submit a self-assessment report within fifteen (15) calendar days after the end of each evaluation period. This self-assessment report shall address both strengths and weaknesses of the OM&MC's performance during the evaluation period. The report shall clearly address the OM&MC's measured performance against the pre-established standards of excellence. Where deficiencies in performance are noted, the OM&MC shall describe the actions planned, or taken to correct such deficiencies and to avoid their recurrence.

In the event the OM&MC's performance is considered unacceptable in any area of the Contract performance, or is in violation of its obligation, the NHA,

notwithstanding any other penalties and sanctions provided by law, may impose one or more of the following:

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 Authorized Representative.
2. Termination, suspension, or cancellation of the Contract in whole or part.
3. Impose Performance Liquidated Damages and/ or retain ten percent (10%) of the OM&MC's monthly invoices, and/ or call on the execution of the performance guarantee/ security.
4. No demobilization cost shall be admissible in case of default of contract by the OM&MC.

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 with forty-eight (48) hours of receipt.

D. 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 Table 1. The plan shall address the following activities.

1.0 ACCOUNTING

1.1 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 WordPerfect, Excel, and dBase IV. 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 database.

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.

1.2 UTILITIES

All utility accounts, including telephone and water etc., shall be in the NHA's name. Expenditures incurred for all kind of utilities shall be the responsibility of the OM&MC and shall be paid by OM&MC. The OM&MC shall be responsible for identifying and process each utility cost associated with the operation and maintenance of the NHA's facility in the applicable Job Cost Accounting report.

OM&MC is required to deposit all the utility bills within the due date and forward the paid bills (in original) to NHA for record and OM&MC shall also maintain it record for all the utility bills.

E. KOHAT TUNNEL OPERATIONS AND ALLIED SERVICES

The OM&MC shall develop, implement and maintain Kohat Tunnel operations and Allied Services SOP. The OM&MC shall submit the SOP to the NHA for review and approval in accordance with Table 1.

F. FACILITIES MAINTENANCE

1. GENERAL

The OM&MC shall be responsible for hiring, providing and managing the staff (including subcontractors) to perform all activities related to the maintenance of the NHA facilities including, but not limited to, operations buildings, tunnels, administration buildings north/south of each Tunnel, contractor's camp north/south, control room and sub-station. The OM&MC will not be responsible for maintenance of roadway lighting, parking lot lighting, pavement striping, attenuates and signage.

The OM&MC shall develop, implement and manage a Facilities Maintenance Procedure. 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.

1.1. REPAIR WORKS

For this Contract, all repair/maintenance and replacement of spars and other small items related to Tunnel Operations shall be the responsibility of OM&MC and the cost of such repair/maintenance and replacement shall be incorporated in the OM&MC's BID Price.

However, major damages and rehabilitation if happened or required the same shall be assessed separately and is to be born & executed by NHA.

2.0 CUSTODIAL SERVICES

The OM&MC shall provide management, supervisor, 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.

2.1 CLEANING PERIOD

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

2.1.1 All cleaning of occupied space shall be done after normal working hours. Non-routine servicing and supplying the toilet rooms, however, may be necessary during normal hours. Normal office hours are 8.00 am to 3.00 pm.

2.2.2 Cleaning of tunnel & all the outside areas **to be done three times a month** during daylight hours unless directed otherwise by the NHA. Cleaning activities shall be scheduled so as not to interfere with and adverse impact to traffic or patrons.

2.2 CLEANING WORK QUALITY REQUIREMENTS

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

2.2.2. **Room Cleaning (including all office areas):** 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.

Wastebaskets shall be maintained free of debris and residue.

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

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

2.2.4. **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.

2.2.5. **Public Telephones:** All vertical and horizontal surfaces shall be clean and free of dirt, dust, smudges or streaks.

1. PEST CONTROL

1.2. 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.

3.2 FREQUENCY OF SERVICES

Conduct a thorough inspection and treatment every six (06) months.

3.3 QUALITY REQUIREMENTS

3.3.1 Programs for the control of rodents, insects and other pests shall be continually in effect. There shall be no signs of infestations.

3.3.2 The work shall be done quickly at the frequencies shown.

3.3.3 All works under the Contract shall be done in a safe and hazard-free manner, as indicated in the work guidelines.

2. LAND SCAPE MAINTENANCE

4.1 GENERAL

The OM&MC shall perform landscaping maintenance to ensure that proper grounds keeping for buildings are accomplished on a daily basis. Perform routing yard work type activities including mowing, edging and trimming of the grass and shrubs. The area and limits of grounds keeping are distinguishable in the field.

4.2 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-inches height with no streaks. The accumulation or piling of cutting 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.

4.3 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.

4.4 EQUIPMENT

The equipment used by the OM&MC must be in good repair 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.

5.0 TRASH / WASTE DISPOSAL

5.1 COLLECTION

The OM&MC shall provide waste and incidental debris removal and disposal services as outlined throughout the Scope of Services, Section F, and "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.

5.2 DISPOSAL

- 5.2.1. The OM&MC shall select its disposal facility in accordance with this section.
- 5.2.2. Recycling – It is the desire of the NHA that all wastes collected as a requirement of the Contract shall be removed from the premises and transported to a processing facility for manufacturing or recycling to the extent available.
- 5.2.3. Non-recycled Waste- Waste material not transported to a facility for manufacture or recycling shall be disposed of only through a waste disposal facility that has been certified by the appropriate state agency for waste management, or by the Environmental Protection Agency.
- 5.2.4. The OM&MC shall pay all dumping and disposal fees. The OM&MC shall retain profits from the sale or recycled paper, aluminum or other suitable waste material.

6.0 BUILDING MAINTENANCE

6.1 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, soffits, overhangs, windows, doors, sidewalks, driveways, roads, curbing, parking areas patios and exterior stairways, ceiling and ceiling tile, doors, windows and coverings, toilet fixtures, piping systems and electrical systems and equipment (including lighting fixtures). Painting and white washing will be carried out once per year by the OMC.

6.2 WORKMANSHIP AND QUALITY

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

The 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 dimension, 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.

6.3 LOCKSMITH SERVICES

The OM&MC shall furnish locksmith services through coordination with the NHA for routine installation and removal of locksets and tumblers, duplication of keys, repair of defective lock-sets, an opening door 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.

6.4 OTHER BUILDING SERVICES

Maintain power doors such as garage and loading ramp doors, revolving doors, sliding or swinging doors, and elevators in a safe and usable condition.

7.0 EQUIPMENT OPERATION AND MAINTENANCE

7.1 GENERAL

The OM&MC shall provide all management supervision, labor, materials, supplies, repair parts, tools, equipment, planning, scheduling and coordination to ensure the effective and economical operation, maintenance and repair of civil, mechanical and electrical equipment.

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

- All Tunnel equipment including allied facilities equipment
- Air-conditioning equipment and systems
- Air-handling/ distribution equipment and systems
- Domestic water equipment and systems
- Electrical equipment, lighting switchgear systems, and standby or emergency generators.
- Fire protection equipment and systems
- Heating equipment and systems
- Sanitary sewage equipment and systems
- Elevators and dumbwaiters (if needed)
- Storm drainage equipment and systems
- Utility systems

7.2. EQUIPMENT OPERATION

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

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

7.2 EQUIPMENT MAINTENANCE

7.2.1 MAINTENANCE PROGRAM

The OM&MC shall develop and implement a maintenance program. The OM&MC shall submit a copy of the plan to the NHA according to Table 1. The program shall include, but is not necessarily limited to, a preventive maintenance schedule, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement of parts and repairs to keep the equipment and systems in optimum operating condition.

The OM&MC shall notify the NHA in advance, in writing maintenance or repair work is to be done which requires opening or dismantling of equipment. Such equipment will include, but is not limited to boilers, generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motors generation sets, elevators and such equipment as found as critical by the NHA. At its option the NHA will inspect the equipment before, during and after any work is done.

7.2.2 LEVEL OF PERFORMANCE, WORKMANSHIP

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

All equipment may 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.

7.3.3. 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 Fifteen (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.

7.3.4 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.

8.0 PRESSURE CLEANING OF KOHAT TUNNEL, PAVEMENT AND PARKING AREA

8.1 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, walls and surface.

8.1.1 SCHEDULING OF ACTIVITIES

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

8.2 EQUIPMENT AND SUPPLIES

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

1. 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.

2. **LIGHTING**

Portable lighting equipment, self-contained and capable of illuminating work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.

OM&MC shall not store any Surplus equipment, vehicles or materials at Kohat Tunnel site.

8.3 WORKMANSHIP AND CLEANUP

Upon completion of each day's work, the Contractor shall ensure that the area 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 operations 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.

8.4 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 Kohat Tunnel 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.

8.5 WORK AREA SAFETY

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

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

OM&MC's employees and subcontractors shall wear orange safety vests and hard hats at all times when working at site.

9.0 TOOLS AND EQUIPMENT

The OM&MC shall supply all tools and equipment necessary to perform all operations and maintenance tasks under the Contract. The OM&MC shall provide for the storage of such equipment. A list of all such tools shall be included in the Kohat Tunnel and Allied Facilities Maintenance procedure manual. Where it is deemed cost effective to lease or rent infrequently used and/ or high cost tools and equipment, it shall be so identified.

10.0 SPARE PARTS

The OM&MC shall establish and maintain a stock of commonly used spare parts required to support all maintenance requirement of the Contract. Adequate storage for all spare parts shall also be provided by the OM&MC.

The OM&MC shall develop an initial list and annual budget for recommended spare parts and submit the list/ budget to the NHA for review and approval before the purchase of any materials. Each year of the Contract, a new budget shall be prepared based on actual and projected use of spare parts.

11.0 INSPECTION OF OPERATIONS

The Employer, and any person authorized by him, shall at all reasonable time have access to the Site and to all places and the OM&MC shall afford every facility for and every assistance in obtaining the right to such access.

SECTION-VI

INSTITUTIONAL ARRANGEMENTS

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

Program Designer: Chief Operating Officer (Kohat Tunnel) through GM(KPK).

Service Provider: The Operation, Management and Maintenance Contractor is the Service Provider (referred as “OM&MC” hereinafter).

Management

Contractor & Operator

(OM&MC): The OM&MC is appointed pursuant to this Agreement for Operation, Management and Maintenance of Kohat Tunnel and Allied facilities.

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 Chief Operating Officer for office record.

SECTION-VII

BASIC UNDERSTANDING BETWEEN THE OM&MC AND EMPLOYER (NHA)

Objective of appointing OM&MC is broadly covering the following aspects of Operations, Management and Maintenance of Kohat Tunnel and Allied Facilities.

1. Operating, managing and maintaining the Tunnel Facilities and Administrative Control Buildings, South Administration Buildings (Attached to Tunnel#1), Control Rooms, Sub Stations, Residential Buildings and other facilities/ assets of NHA, including all equipment, machinery, utilities, installations, ancillary facilities etc. in a manner consistent with international practices and as described in the scope of services.
2. Managing and maintaining the all sort of Civil, Electrical and Mechanical works.
3. 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 under intimation to NHA.

PRINCIPLES AGREED

All additional works required for affecting necessary improvements to the civil, electrical and mechanical works of Kohat Tunnel, road infrastructures and allied facilities shall be carried out by the OM&MC if so desired by the Employer.

CONTRACT PERIOD

OM&M contract shall be **up to 30th June 2020 from the date of commencement** and extendable for further period of one year at the discretion of Employer as deemed necessary.

COORDINATION

For all coordination purposes with the NHA, OM&MC is required to act through Chief Operating Officer, which will serve as the NHA representative and contact person for this program.

ARTICLE – I

PURPOSE OF AGREEMENT; DEFINITIONS

1.1 PURPOSE; INCORPORATION OF SCOPE OF SERVICES

- (a) The Scope of Services together with this Agreement, sets forth the terms and conditions for the provision of operation, maintenance and management services with respect to the Kohat Tunnel and Allied Facilities; for the charges to be paid by NHA to OM&MC as compensation for the provision of the Services; and certain other ancillary matters more particularly set forth herein or in the Scope of Services etc.
- (b) All terms and provisions of the Scope of the Services are incorporated by reference in this Agreement as though fully set forth herein. Whenever possible, the provisions specifically set forth in this Agreement and those set forth in the Scope of Services shall be construed to supplement each other, so as to give effect and meaning to all term and provisions. If there is conflict between any terms of the Scope of Service and terms specifically set forth herein then, unless otherwise specifically provided herein or in the Scope of Services, the terms of this Agreement shall prevail and take precedence over the terms of the Scope of Services to the extent necessary to resolve such conflict.

1.2 DEFINITIONS

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

ARTICLE – II

SCOPE OF SERVICES

2.1 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 the Scope of Services (the foregoing being referred to herein as “Services”), all in accordance with the criteria set forth in the provisions of this Agreement.

2.2 COOPERATION WITH OTHER CONTRACTORS

- (a) From time to time during the Term, NHA may award or execute other contracts relating to its ownership, operation or maintenance of the System or of other facilities on other roadways that are not included within this contract. 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.
- (b) As NHA has also awarded a separate contract(s) for the operation, management and maintenance of Toll Plaza for Kohat Tunnel, therefore, the staffs of respective OM&MCs have to use the same office and residential facilities present at Kohat Tunnel. Chief Operating Officer, NHA Kohat Tunnel is Employer’s Authorized Representative for allocation of spaces in this regard and his decision will be binding for all the parties thereto.
- (c) Sufficient space is available at residential colony to accommodate OMC staff. However, OMC is liable to do the following:-
 - i. Electricity charges @ 60% of the colony electricity bill will be borne by OMC and remaining 40% will be reimbursed to OMC under bill No 2 pay item No. 15.
 - ii. Repair/maintenance and up-keep of the colony to satisfaction of COO (Kohat Tunnel).

Note: Please note that R&M of colony generator is already covered under bill No. 2. Moreover, maximum No. of staff strength is 165. The actual deployment at site will be in consultation with COO (Kohat Tunnel).

2.3 SERVICES PERFORMED

For purposes of this Agreement, the term “Kohat Tunnel Services” include operations, emergency services (firefighting, ambulance, rescue vehicles, accidents etc.), security & radio communication system, maintenance of all civil, electrical, mechanical works, lighting and ventilation system, public information about safety of drivers and disabled vehicles and all other allied facilities.

2.4 TERMINATION FOR CONVENIENCE OF NHA

- (a) NHA shall have the right at any time and from time to time during the Term, and for any reason whatsoever in NHA’s sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to herein as a “Termination for Convenience”). NHA may exercise its right of Termination for Convenience by furnishing to 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 Sixty (60) day following the date of such notice. Thereafter all references herein or in the Scope of Services to “Services” shall be deemed to refer only to those operation, maintenance and management 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 of Convenience will cause temporary but adverse, financial consequences upon OM&MC. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by OM&MC 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 the following manner;
- (d) OM&MC shall claim @ 2% demobilization charges on prorata basis of fiscal year for O&M expenditure in vogue at that particular month, when the termination for convenience is invoked by NHA.

2.5 OWNERSHIP OF DOCUMENTS, INVENTIONS AND COPYRIGHTS

- (a) NHA is and shall remain the sole owner of all rights (including copyrights, trademarks, patent rights and other intellectual property rights) with regard to the SOP 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 other than in performance of its duties hereunder, without NHA's prior written consent, which may be withheld or granted in the sole discretion of NHA.

2.6 APPLICABLE LAW AND REGULATIONS

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

2.7 PAYMENTS

OM&MC will submit its invoice on monthly basis by the 10th of successive month to the Chief Operating Officer (COO) Kohat Tunnel along with satisfactory performance report (In Original duly signed by NHA authorised officer) for its claim pertaining to service charges.

2.7.1 The COO (Kohat Tunnel) will forward the monthly invoice through General Manager (Maint.) KPK with recommendations for release of payment on account of services provided by the OM&MC to General Manager (Revenue) NHA HQ, for seeking the approval from Member (Finance)/Concerned. All payments due to OM&MC will be paid by NHA within 28 days of receipt of Invoice after making any adjustment under the provisions of this contract agreement. In the event of failure of the NHA to make payment within the stipulated time, OM&MC may claim interest at the prevailing commercial rate accrued on payment certificate.

2.7.2 The taxes will be deducted as per the prevailing law.

ARTICLE – III

TERM OF AGREEMENT AND EFFECTIVE DATE

3.1 TERM OF AGREEMENT

The term of this Agreement (the “Term”) shall be for a period **upto 30th June 2020 from the date of commencement** and extendable at the discretion of Employer as deemed necessary through competitive bidding.

3.2 EFFECTIVE DATE

The Effective Date, shall be the date on which the site is handed over to the OM&MC by the Employer for start of Operations. However, the ending date of contract will be reckoned as 30th June 2020 even if there is a delay in handing/taking over of site by NHA or by the previous OM&MC or 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 all 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 location to any other location without impediment, and so that the employee may be reassigned or transferred at any time (and from time to time) with the prior approval of the NHA.

4.3 DRUG-FREE WORKPLACE REQUIREMENTS

Throughout the Term of this agreement, OM&MC shall provide a drug-free workplace (within Tunnel facilities) 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 sub-contractors 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 for complying with laws and regulations pertaining to workplace safety, labor and employment.

4.5 EQUAL EMPLOYMENT OPPORTUNITY

- (a) OM&MC shall submit to NHA for its review and comment the Equal Employment opportunity policy and as per existing rules of GOP.
- (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 NHA of all the disciplinary action taken against its employees, if convicted of any crime, according to the rules and regulations of GOP.

ARTICLE – V

STANDARD OPERATING PROCEDURE MANUAL

5.1 PURPOSE OF SOP MANUAL

- (a) The NHA desires to make available to the public a high level of service and quality in the operation of the System. As part of its obligations under this Agreement, OM&MC shall prepare a written **Standard Operating Procedure Manual (the “SOP” Manual)**. OM&MC should submit all SOP’s for approval to the Authorities within stipulated time given in scope of service. SOP Manual, which shall include standards of performance with which OM&MC, its employees and agents must strictly comply throughout the Term. The SOP Manual shall include all components specified in the Scope of Services. The SOP Manual set forth provisions of any necessary coordination procedures among OM&MC, the NHA and any other parties to whom the NHA awards contract from time to time with respect to the works. The SOP Manual shall include and cover all procedures of every kind or nature necessary for the performance of the Services as specified in the Scope of Services. OM&MC shall provide the Services at all times in accordance with this Agreement, the Scope of Services, and the procedures stated in the approved SOP Manual.
- (b) Following development and acceptance of the SOP Manual in accordance with this Agreement and the Scope of Services, OM&MC shall comply with the SOP in its performance Services, OM&MC and NHA shall revise and update the SOP Manual from time to time in accordance with provisions of the Scope of Services if deemed necessary with the prior approval of competent authority of NHA. References herein or in the Scope of Services to the SOP Manual shall be deemed to refer to the SOP Manual as it may be amended, modified or supplemented from time to time.
- (c) Without limiting the generality of other provisions of this Agreement or the Scope of Services with respect to updates and revisions of the SOP Manual, NHA may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by NHA, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the system.

5.2 CHANGE IN SOP MANUAL CAUSING ADDITIONAL COSTS

If OM&MC believes a change to SOP Manual required to be made in accordance with the Scope of Services will increase its cost of furnishing the services, OM&MC shall so notify the NHA in writing, on or within Seven (07) days after the date receipt of NHA’s notice of the required revision. Such notice shall include a detailed description of the basis and justification of any claim OM&MC may have for adjustments in compensation for increased costs arising solely from the SOP Manual change. If OM&MC does not furnish such notice to

NHA within the time provided in this paragraph, OM&MC will have waived any claim it may have to additional compensation for increased cost attributable to the SOP Manual change. If OM&MC gives notice of a justification compensation claim within such Seven (07) days period, then NHA, at its sole discretion, may either:

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

ARTICLE – VI

ASSIGNMENTS OF AGREEMENT; SUBCONTRACTS

6.1 ASSIGNMENTS RIGHTS AND LIMITATIONS

- (a) NHA has selected OM&MC to perform the Services based upon characteristics and qualifications of OM&MC and its employees. Therefore, OM&MC may not assign, delegate or subcontract its rights or obligations under this Agreement without the prior approval of NHA by forwarding full justifications for any such subcontract. Any attempt by OM&MC to assign or subcontract any performance of this Agreement without prior approval of NHA shall be null and void and shall, at NHA's option, constitute a default on part of OM&MC under this Agreement.
- (b) OM&MC may assign its rights to receive payment under this Agreement with NHA's prior written approval, which approval shall not be unreasonably withheld.
- (c) NHA may assign all or any portion of its rights under this Agreement with the consent and two (02) month notice to OM&MC.

6.2 SUBCONTRACTS

- (a) Subject to the right of the NHA to review and approve or disapprove subcontracts in accordance with this section, and subject to the compliance by OM&MC with the provisions of this Agreement with regard to key personnel, OM&MC shall be entitled to subcontract any of the services performed to other entities. The subcontracts executed by OM&MC in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "subcontracts" and the subcontractors there under may be referred to herein collectively as "subcontractors".
- (b) All subcontracts must contain the following procedures:
 - (i) The subcontract must provide that it is assignable to the NHA (or its successor in interest under the terms of this Agreement) with the prior approval of the NHA thereto, and that the assignment thereof shall be effective upon receipt by the subcontractors of written approval of the assignment from the NHA.
 - (ii) Each subcontract must require the subcontractor to comply with the SOP Manual as it may be revised, modified and supplemented from time to time and must require the subcontractor to carry forms and amounts of insurance satisfactory to the NHA in its sole discretion. The NHA shall be listed as an additional insured in such insurance policies, and copies of insurance certificates and policies shall be delivered to the NHA promptly.
 - (iii) The subcontract must provide that, upon demand of NHA, the subcontractor will join in any dispute resolution proceeding instituted in accordance with Article X hereof.

- (iv) All warranties (express and implied of such subcontractor shall insure to the benefit of the NHA and its successors and assignees).

All subcontractors shall be subject to NHA's prior written approval as to the general form of the subcontract and the identity of the subcontractor, which approval may be granted or withheld in the sole discretion of the NHA.

ARTICLE – VII

INDEMNIFICATION AND LIABILITY

7.1 MANAGEMENT CONTRACTOR AND OPERATOR (OM&MC) 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 Kohat Tunnel or would reasonably be expected to be affected by the performance of the Services.
 - (ii) Other property of NHA and OM&MC employees, agents, officers and subcontractors and all other Persons for whom OM&MC may be legally or contractually responsible or adjacent to the areas upon which Services are performed;
 - (iii) Members of the public who may be traveling through the Kohat Tunnel 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 Kohat Tunnel 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 or subcontractors or any 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.
- (e) OM&MC shall take no responsibility if damage occurs due to Act of Allah/natural calamities like fire, earth quake, floods, storms etc.

7.2 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 assignees, 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, attorney's 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 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 or (its employees, agents, officers or subcontractors or any other persons for whom OM&MC may be legally or contractually responsible), including, but not limited to, any act or omission that may cause, result in, or contribute to the injury to or death of person(s), or the damage to or loss of property;
 - (v) 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 may be legally or contractually responsible) to cooperate reasonably with such contractors, Subcontractors, or other persons.
- (b) Except to the extent permitted by law, the provisions of this Paragraph 7.2 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 negligence or the negligence of its employees, officers or any other persons for whom the NHA may be contractually or legally responsible.

If any claim shall be filed by an employee of OM&MC (or a subcontractor, anyone directly employed by either of them or anyone for whose acts they

may be liable), the indemnification provisions set forth in this Paragraph 7.2 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.

7.3 NO EFFECT ON OTHER RIGHTS

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

ARTICLE – VIII

INSURANCE

8.1 ISSUES OF INSURANCE

OM&MC shall arrange/ procure insurance policies acceptable to NHA as described herein and shall maintain such insurance policies in full force and effect throughout the Term in the manner specified herein in accordance with all applicable laws.

8.2 PERFORMANCE SECURITY

Within fifteen (15) days after signing of contract agreement, OM&MC shall deliver to NHA a performance security in the amount of **Rs. 8,000,000/- (Rupees Eight Million Only)**, and shape as mentioned in Bid Data Sheet, as security for the performance by OM&MC of the provisions of this Agreement. The amount of such performance security shall be adjusted from time to time upon request of NHA. 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 after Ninety (90) days of expiry/ termination of contract agreement.

8.3 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 and such policies and the terms thereof shall be reasonably acceptable to NHA. OM&MC shall obtain endorsement to all policies and certificates of insurance providing that:
 - (i) No cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives NHA forty five (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 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.

8.4 FORMS OF INSURANCE COVERAGE AND MINIMUM LIMITS

OM&MC shall maintain insurance policies throughout the Term with the following coverage and minimum limits:

- (a) OM&MC's Comprehensive General Liability Insurance, including Contractual Liability Insurance and Completed Operations Insurance having a minimum coverage of Rs. 20,000,000/- (Rupees Twenty Million only).
- (b) Loss, damages to the O&M of Kohat Tunnel and Allied Facilities including but not limited to the Kohat Tunnel, Control Room, offices and residential buildings, all electrical/mechanical installations at replacement value against all possible causes of damage like but not limited to accident, Fire, Flood, Theft, Riot, Strike & Terrorism etc.
- (c) Third party Insurance for unlimited cases at Rs. 500,000/- for each case.
- (d) Health, Hospitalization, Accident and Travel Insurance of OM&MC's all Employees.

8.5 NHA'S RIGHT TO REMEDY BREACH BY OM&MC

If OM&MC fails or refuses to produce or maintain insurance policies 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, at its election, and following Ten (10) days written notice to OM&MC, to procure and maintain such insurances. The premium and all other expenditures paid by NHA shall be charged against payments that would be due to OM&MC under this Agreement.

ARTICLE – IX

DEFAULT; DISPUTE RESOLUTION; REMEDIES

9.1 DEFAULT BY OM&MC

- (a) The occurrence of anyone or more of the following events shall constitute an event of default by OM&MC under this Agreement (each such event being referred to herein as an “Event of Default”)
- (i) Failure of OM&MC or any Subcontractor to perform any of the services, operations, and management or maintenance tasks under the provision contract agreement.
 - (ii) Failure of OM&MC or any subcontractor to secure or maintain insurance coverage’s of the type and with the amounts of coverage’s herein required.
 - (iii) Dishonesty, embezzlement or false reporting of financial information by OM&MC or any Key Personnel, willing or knowing participation by OM&MC in a fraud:
 - (iv) Lack of financial responsibility evidenced by failure to promptly reimburse NHA for any loss or damage to NHA or its property:
 - (v) Conviction of any employee or affiliate of OM&MC of a public entity crime, or placement of the names of OM&MC or any employee or affiliate of OM&MC on the convicted vendor list:
 - (vi) Delay or discontinuance by OM&MC of the Services to be performed pursuant to this Agreement:
 - (vii) To extent allowed by law, filing by OM&MC of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law: adjudication of OM&MC as a bankrupt or insolvent; assignment by OM&MC for the benefit of creditors; admission in writing by OM&MC of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of OM&MC as bankrupt or insolvent pursuant to any bankruptcy law or similar in any court, and failure of OM&MC to discharge such petition or answer within ninety (90) days after the filing thereof;
 - (viii) Appointment of a receiver, trustee or liquidator of OM&MC, or of all or substantially all of the assets of OM&MC, in any proceedings, and failure of OM&MC to cause such appointment to be canceled or discharged with ninety (90) days after such appointment, if the appointment was not requested by OM&MC.
 - (ix) Failure by OM&MC to satisfy or post bond with respect to any final judgment against within ten (10) days of entry of the judgment.
 - (x) Attempt by OM&MC to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by OM&MC of a Subcontract in violation of the terms of this Agreement;

- (xi) Failure by OM&MC to perform any component of the Services as described above in a manner acceptable to the NHA in its reasonable discretion, or failure by OM&MC to otherwise perform its obligations under this Agreement or to comply with any terms or provisions herein set forth or in the Scope of Services or SOP Manual as it may hereafter be amended, modified or supplemented from time to time.

9.1.1 EVENT OF DEFAULT BY NHA

The failure of NHA to make payments to OM&MC at the times and in the amounts required by this Agreement shall constitute an event of default by NHA under this Agreement after the expiry of cure period mutually decided by both the parties. The cure period shall not be less than Sixty (60) days prior written notice to the Employer.

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

- (a) If OM&MC commits an Event of Default hereunder; OM&MC does not cure the Event of Default; and the parties are not able to resolve the dispute in the manner described in Paragraph 9.4, NHA shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which NHA may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:
 - (i) NHA may terminate this Agreement and OM&MC's rights hereunder by giving OM&MC notice of termination. On the fifteenth (15th) day following such termination notice, or on the date specified in such notice, if later, OM&MC's rights hereunder shall terminate.
 - (ii) NHA may terminate some but not all of OM&MC's rights hereunder by modifying the definition of Services to exclude there from those Services as to which the Event of Default has occurred. NHA shall give OM&MC notice of those Services to be terminated and on the Fifteenth (15th) day following such terminations notice, or on the date specified in such notice, if later, OM&MC's obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.
 - (iii) If the Event of Default consists of a failure of OM&MC to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, NHA may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by NHA to OM&MC under this Agreement.
 - (iv) NHA may collect from OM&MC, or may offset against amounts due or to become due to OM&MC under the provisions of this Agreement, all costs and expenses incurred by NHA due to the occurrence of the Event of Default.

9.3 DEFAULT NOTICE; REMEDIES

- (a) If an Event of Default occurs hereunder, as a condition precedent to exercising and other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (the "Default Notice").
- (b) If the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty (30) days after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure Event of Default), then the non-defaulting party shall be entitled to pursue the following remedies:
- (i) Except for an Event of Default described in subparagraph (b) (iv) and (b) (v) of this Paragraph, it shall be a condition of the right of any party to institute litigation or submit issues for resolution by means of mediation or arbitration that the parties attempt to resolve the dispute at a settlement conference, in accordance with the provisions of Paragraph 9.5.
 - (ii) If the parties are unable to resolve the dispute at a settlement conference, and if the dispute involves an issue that is not of a monetary nature or if the dispute is of a monetary nature and involves an amount of Rs: 400,000/- (Rupees Four Hundred Thousand only) or less, it shall be a condition of the right of any party to institute litigation that the parties first attempt to resolve the dispute by means of mediation in accordance with Paragraph 9.6.
 - (iii) If the parties are unable to resolve the dispute at a settlement conference and if the dispute involves an issue of a monetary nature and the amount in controversy is more than Rs: 400,000/- (Rupees Four Hundred Thousand only) it shall be a condition of the right of any party to institute litigation that the issue in controversy be submitted for resolution by means of arbitration in accordance with Paragraph 9.7.
 - (iv) Notwithstanding anything herein to the contrary, if the dispute is of a monetary nature and the amount in controversy exceeds Rs: 4,000,000/- (Rupees Four Million only), or if the issue involves alleged fraud or theft or failure to account for funds, either party may (but shall not be required to) attempt to resolve the dispute by means of litigation, without resorting to dispute resolution techniques.
 - (v) Notwithstanding anything herein to the contrary, if the Event of Default is of a nature that requires prompt or immediate remedies or relief, or if the non-defaulting party would suffer significant or incurable harm or damage if required to pursue the remedies or relief in the manner otherwise required under the terms of this Agreement, or if a speedy resolution is otherwise critical, either

party may bring an action at law or equity for emergency, provisional or temporary relief (including, without litigation, attachment, or extraordinary writ) or may exercise self-help remedies or may otherwise attempt to minimize the damage that would otherwise accrue as a result of the occurrence of the Event of Default.

It shall be a condition precedent to the right of either party to bring proceedings at law to enforce, interpret or construe any provision of this Agreement that the parties attempt to resolve the issue in the manner described in this Paragraph 9.4.

9.4 SETTLEMENT CONFERENCE

Except as otherwise provided in Paragraph 9.3 (b) (iv), if either party claims an Event of Default has occurred and the party who allegedly is in default has not cured the Event of Default on or within twenty-five (25) days after initial delivery of the Default Notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.5 RESOLUTION OF DISPUTE

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

- (a) The Dispute Resolution Committee composed of General Manager (Revenue) and General Manager (Finance) NHA and said notice/reference shall contain the cause of action, mentioning facts of the case and relief sought. The Dispute Resolution Committee shall decide the dispute within twenty eight (28) days of the receipt of such notice.
- (b) If the lessee is dissatisfied with the decision of the Dispute Resolution Committee or if the decision of the Dispute Committee is not forthcoming within the stipulated or extended period, the Lessee may within two (02) weeks from the receipt of the decision of the Dispute Resolution Committee or expiry of twenty eight (28) days' time refer the matter to a Member's Committee composed of Member (Administration) and Member (Finance) along with the cause of action, mentioning facts of the case and relief sought. The Member's Committee will act as sole Adjudicator and shall decide the matter within twenty eight (28) days from the date of submission.
- (c) The Lessee, if dissatisfied with the decision of the Adjudicator shall have the rights to serve Notice for Intension to commence arbitration within twenty eight (28) days of receipt of the Adjudicator's decision or within twenty eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case fails to give decision. The

Adjudicator shall take place at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time. The arbitration proceedings shall take place at Islamabad and shall be conducted in the English language. The Award of the Arbitrator shall be final and binding upon both the parties.

9.6 ARBITRATION

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

9.7 COOPERATION

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

9.8 CONTINUING PERFORMANCE

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

9.9 PARTICIPATION IN OTHER PROCEEDINGS

At NHA's request, OM&MC shall allow itself to be joined as a participant in any arbitration or any other proceeding that involves NHA regarding the design, construction, installation, operation or maintenance of any part of the System. The provision is for the benefit of NHA and not for the benefit of any other party.

ARTICLE – X

OBLIGATIONS OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

10.1 OBLIGATIONS

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

- (a) Promptly upon termination, 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 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 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.

10.2 ASSIGNMENT

OM&MC shall incorporate a provision in all Subcontracts that provide for assignments to NHA (at NHA's election) as more particularly required by paragraph 6.2 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of NHA, 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.

10.3 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.

10.4 COMPLETION OF THE SERVICES

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

ARTICLE – XI

REPRESENTATION OF PARTIES

11.1 STATUS OF OM&MC

OM&MC represents to NHA that it is created under the laws of Pakistan and qualified to transact business in Pakistan and that it possess all permits necessary under applicable laws to authorize it to perform the Services as described above.

ARTICLE – XII

MISCELLANEOUS PROVISIONS

12.1 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.

12.2 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 an 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.

12.3 TIME IS THE ESSENCE

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

12.4 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 individual(s) shall not have the right to make decision(s) inconsistent with the Agreement, or make amendment(s) thereto or take any action or make any decision that are not allowed under applicable law. Designations of representatives may be changed by a subsequent writing delivered to the other party. The parties may also designate technical representatives who shall be authorized to investigate and report on matters relating to the Services and negotiate on behalf of each of the parties but who are not authorized to bind NHA or OM&MC. Such representatives shall attend any settlement conference conducted in accordance with Paragraph 9.5.

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

12.5 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 OMC and any Subcontractors shall be obligated to pay the standard rate of all applicable tolls for use of the Roadways.

12.6 CONFLICT OF INTEREST

During the Term i.e. **up to 30th June 2020** and thereafter, no board member, officers or employees of NHA during his or her tenure shall have any direct interest in this Agreement or any direct or material benefit arising there from.

12.7 SURVIVAL

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

12.8 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.

12.9 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, 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.

12.10 GOVERNING LAW

This Agreement together with all (Appendices, Annexure, Schedules) and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the law of the Islamic Republic of Pakistan.

12.11 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 communication shall be:

M/s Management Contractor & Operator (OM&MC)

Phone: -----

Fax: -----.

OM&MC's Authorized Representatives:

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

Chairman,
National Highway Authority
27 – Mauve Area, G-9/1,
P.O. Box No: 1205,
Islamabad, Pakistan.
Phone: 051 – 9260417
Fax: 051 – 9260404

Employer's Authorized Representative:

General Manager (Revenue)

National Highway Authority

27-Mauve Area, Sector G-9/I, Islamabad (Pakistan)
Phone # 92-51-9260190, Fax # 92-51-9261116

- (b) Any notice or demand given, delivered or made by mail shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, with the fee paid in advance. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given delivered or made. Notice given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

12.12 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 into 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.

12.13 SEVERABILITY

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

12.14 COMPUTATION OF PERIODS

Reference of "days" contain herein shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Sunday or legal holiday. Notwithstanding the forgoing, 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.

12.15 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.

12.16 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.

12.17 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.

12.18 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.

12.19 PERFORMANCE MONITORING

The performance shall be monitored by Chief Operating Officer (Kohat Tunnel) and reported to Chairman NHA through Member (Finance). The Chief Operating Officer (Kohat Tunnel) will:

- (i) Monitor, evaluate and assess the OM&MC's performance against the SOP and performance standards as established and agreed to by both parties.
- (ii) Meet with the OM&MC monthly/periodically to discuss the OM&MC's performance, achievements, deficiencies and/or new areas of responsibility. Where deficiencies on non-emergency areas are noted, the OM&MC will be given an appropriate period to correct such deficiencies. Emergency conditions shall be handled on a priority basis.
- (iii) Submit a consolidated report and recommended action item list.

The SOP(s), coupled with the operations and maintenance criteria, as described previously, provide the standardization and performance levels necessary to ensure effective development, administration, coordination, operation and management of the NHA program.

The NHA expects the OM&MC to exceed minimum performance standards and equates this level of performance with a "Satisfactory" performance. The OM&MC shall strive to attain the highest standards of excellence in executing its responsibilities under the contract as measured against performance standards consistent with best available practices. The OM&MC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The OM&MC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

The OM&MC shall submit a self-assessment report within fifteen (15) calendar days after the end of each evaluation period. This self-assessment report shall address both strengths and weaknesses of the OM&MC's performance during the evaluation period. The report shall clearly address the OM&MC's measured performance against the pre-established standards of excellence. Where deficiencies in performance are noted, the OM&MC shall describe the actions planned, or taken to correct such deficiencies and to avoid their recurrence.

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

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, suspension, or cancellation of the Contract in whole or part.
3. Impose Performance Liquidated Damages and/or retain ten percent (10%) of the OM&MC's monthly invoices, and/or call on the execution of the surety.
4. No demobilization cost shall be admissible in case of default of contract by the OM&MC.

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 with forty-eight (48) hours of receipt.

ARTICLE – XIII

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 – XIV

PENALTIES

- i. The OMC shall provide an undertaking alongwith each month IPC, ensuring the release of salaries to staff by 5th of each month, fail to which a penalty of Rs. 50,000/- shall be imposed.
- ii. Hiring and de-hiring of staff strictly be in accordance with provisions of “Mobilization” under Clause Transition 2.2 (i, ii, iii, iv & v). In case of any violation salary of the concerned staff shall be withheld.
- iii. In case of violation to the Scope of services Clause A to F & sub clauses, TOR and TOR and provisions of Article I-XIV, penalty of Rs. 30,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.
- iv. In case of poor performance observed under scope of services “Facility Management” Clause 1.0 to 11.0 except 2.1 (2.2.2) & 6.0, penalty of Rs. 30,000/- shall be imposed per occurrence and shall be doubled on every successive occurrence alongwith a black dot.
- v. Fail to perform cleaning/ washing of tunnel including North & South access roads upto 1 km as per Clause 2.1(2.2.2), the same shall be done at the risk and cost of OMC with penalty of Rs. 30,000/- per occurrence.
- vi. Fail to perform touchups & painting of facility as per scope of services “Facility Maintenance Clause 6.0” in start of 1st year and at the end of 2nd year if extended, the same shall be done at the risk and cost of OMC with penalty of Rs. 50,000/- per occurrence.
- vii. Chief Operating Officer (COO) Kohat Tunnel will recommend the above mentioned penalties. (if any)

SECTION-VIII

Tunnel Facilities

Item	Equipment	Specification	Location	Qty (No)
Lighting	Fundamental Lighting	SON-T 70W (with battery)	Inside the tunnel	376
	Entrance/Exit/Lighting	SON-T 70W (without battery)	Exit	376
		SON-T 250W	Exit	354
	Road Lighting		In front of the tunnel on South & North Portals	4
Ventilation	Jet Fans	O 1250 (Axial Type) Capacity 36.8 CM/s	Installation interval 160m at south side of tunnel (Future)	10 6
Information, Alarm Equipment	Emergency Telephone	Telephone box with hinged doors, opening inward	Emergency area in the tunnel	5
	Alarm Push Button		Every 50m in the tunnel	38
	Signal and Alarm	Automatic working on with alarm push button	Fitted on the tunnel entrance guard bar	3
Fire Extinguisher Equipment	Fire Extinguisher	Dry Powder, 100kg, Discharge Duration 60 sec	In each Emergency area	5
	Fire Extinguisher	Dry Powder, 12kg, Discharge Duration 25 sec	Every 50m in the tunnel	38
Fire Hydrant System	Fire Hydrants	250 gpm at 75 psi	Every 50ml in the tunnel on west side	38
	Fire Pumps	500 gpm at 175 psi 1 No. Driven by Elect. Motor, 1 No. Driven by Diesel	Pump Room at Control Room Area	2
Guidance Facility for Escape	Exit Guide Board	Luminous Type	Every 200 m (ZIG-ZAG) on both side of Tunnel	18
Emergency Power Supply Equipment	UPS	10KVA, Capacity 40 Ah/Hr for equipment and devices of the supervision and control room		1
CCTV Close Circuit TV	Inside Tunnel	Moveable (360")		16
	On Guard Bar	Moveable (360")	100 meter away from North and South Portals	2
Guard Bar		To Limit vehicle height at 5.1 m	1 No. at South Portal 100m away 1 No. at North Portal 100m away 1 No. at North Admin Building	3

**DETAIL OF VEHICLES, GENERATORS AND UTILITIES FOR OPERATION,
MANAGEMENT & MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY
	MAINTENANCE OF VEHICLES, GENERATORS AND UTILITY BILLS (Include fuel, lubricant and all type of repair, etc.)		
1	Toyota Pickup S/Cab (2003 Model)	No.	1
2	Toyota Hiace (2004 Model)	No.	1
3	Hino Pak (Water Tanker)(2003 Model)	No.	1
4	Hino Pak (Recovery Vehicle) (2003 Model)	No.	1
5	Hyundai Axel (Ambulance) (2003 Model)	No.	2
6	Hyundai Axle (Mobile Workshop) (2003 Model)	No.	1
7	Mazda (Sky lift) (2003 Model)	No.	1
8	Mazda (Fire) (2003 Model)	No.	2
9	Recovery Vehicle (20 Ton) (2003 Model)	No.	1
10	Massey (Tractor) (2003 Model)	No.	1
	TOTAL VEHICLES.....(A)		12
13	500 KVA Generators (Control Room)	No.	2
14	300 KVA Generators (Control Room)	No.	2
15	200 KVA Generators (Res. Colony)	No.	1
16	90 KVA Generators (Admin Building)	No.	1
	TOTAL GENERATORS(B)		6
17	UTILITY BILLS Utility Bills (Electricity, Gas, Telephone etc.) of Admn Building, Colony, Tunnel, & North Building & Street Lights	LS	

INTEGRITY PACT**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS**Contract Value: **Rs.****OPERATION, MANAGEMENT AND MAINTENANCE OF KOHAT TUNNEL AND
ALLIED FACILITIES**

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 supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right interest, privilege or other obligation or benefit in whatsoever form from GoP.

Signed and Stamped

Performance Security Form

To: Chairman,
National Highway Authority
27 – Mauve Area, G-9/1
Islamabad, Pakistan.

WHEREAS [name of Supplier] (hereinafter called “the Supplier”) has undertaken, in pursuance of the Contract for the Operation, Management and Maintenance of Kohat Tunnel and Allied facilities dated _____ 2018 (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the specified therein as security for compliance with the Supplier’s performance in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. This guarantee is valid until the _____ day of _____ 2018.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

GLOSSARY OF TERMS

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

Authority: National Highway Authority.

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

Control Room:

Operations, Management and Maintenance Contractor (OM&MC): Contracted vendor to operate, manage and maintain the Kohat Tunnel and Allied Facilities in according to the contract and approved SOPs.

Appendix B

NHA	National Highway Authority, Ministry of Communications, Govt. of Pakistan
OM&MC	Operation, Management and Maintenance Contractor
OMC	Operation, Management Contract/ Contractor
CV	Curriculum Vitae
SOP	Standard Operating Procedure
COO	Chief Operating Office

SECTION-IX

Bill of Quantities

**BILL OF QUANTITY FOR OPERATION, MANAGEMENT AND MAINTENANCE OF
KOHAT TUNNEL AND ALLIED FACILITIES**

DEPLOYMENT OF STAFF FOR ABOVE SERVICES

Page 1 of 3

BILL No. 1

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE/ MONTH	AMOUNT / MONTH
1	BILL NO. 1:STAFF				
	Control Room				
1.1	Asstt Operation Manager	No.	3		
	Control Room Supervisor	No.	3		
	Supervisor Assistant+Reliever	No.	4		
	Security Guard for south portal & Control room + Reliever	No.	7		
	Drivers	No.	3		
	Sweeper	No.	3		
	TOTAL	No.	23		
1.2	Pump Room & Sub Station				
	Foreman/Supervisor (Electrical/Mechanical)	No.	1		
	Mechanic for pump room	No.	3		
	HT Electrician	No.	3		
	Mechanic/electrician helper	No.	4		
	Total	No.	11		
1.3	South emergency response team evacuation, rescue team, ambulance team and fire fighting				
	Rescue staff	No.	4		
	Staff assistant	No.	3		
	Nursing staff	No.	3		
	Fire fighters	No.	9		
	Drivers for ambulance/recovery vehicle & fire vehicle	No.	9		
	Total	No.	28		
1.4	Vehicle inspection point north, south				
	vehcile inspector	No.	6		
	flagman	No.	6		
	Total	No.	12		

**BILL OF QUANTITY FOR OPERATION, MANAGEMENT AND MAINTENANCE OF
KOHAT TUNNEL AND ALLIED FACILITIES**

DEPLOYMENT OF STAFF FOR ABOVE SERVICES

BILL No. 1

Page 2 of 3

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE/ MONTH	AMOUNT/ MONTH
1.5	Administration staff (North)				
	Nursing Staff	No.	3		
	Rescue Staff	No.	3		
	Staff Assistant	No.	3		
	Drivers for Ambulance/ Recovery Vehicle & Fire Vehicle + Reliever	No.	9		
	Fire Fighters	No.	9		
	Auto Mechanic for Mob Workshop	No.	3		
	Mechanic Helper	No.	3		
	Security Guard for North Vehicle Inspection Point	No.	3		
	TOTAL		36		
1.6	Administration Building				
	Operation Manager/ Administration officer	No.	1		
	Store Keeper	No.	1		
	Superintendent Accounts	No.	1		
	Office assistant	No.	1		
	LDC	No.	1		
	Plumber	No.	1		
	Car Penter	No.	1		
	Electrician	No.	1		
	Auto mechanic	No.	1		
	Driver for Staff Transport and other Admin Duty+Reliever	No.	10		
	Naib Qasid	No.	2		
	Helpers	No.	7		
	Computer Operator	No.	1		
	Generator operator	No.	3		
	Security guards + reliever	No.	5		
	Sweeper	No.	1		
	Gardener	No.	2		
	TOTAL	No.	40		

**BILL OF QUANTITY FOR OPERATION, MANAGEMENT AND MAINTENANCE OF
KOHAT TUNNEL AND ALLIED FACILITIES**

DEPLOYMENT OF STAFF FOR ABOVE SERVICES

BILL No. 1

Page 3 of 3

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE/ MONTH	AMOUNT/ MONTH
1.7	Residential Colony				
	Care Taker	No.	1		
	Generator Operator	No.	3		
	Gardener	No.	2		
	Paish Imam for Mosque	No.	1		
	Khadim for Mosque	No.	1		
	Sweeper	No.	4		
	Security guards + reliever	No.	3		
	TOTAL	No.	15		
	Total of Bill No.1	No.	165		

**BILL OF QUANTITY FOR OPERATION, MANAGEMENT & MAINTENANCE OF
KOHAT TUNNEL AND ALLIED FACILITIES
DETAIL OF VEHICLES, GENERATORS AND UTILITIES FOR ABOVE SERVICES**

BILL No. 2

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT RATE / MONTH	AMOUNT / MONTH (RS.)
	BILL NO. 2 MAINTENANCE OF VEHICLES, GENERATORS AND UTILITY BILLS (include fuel, lubricant and all type of repair, etc.)				
1	Toyota Pickup S/Cab (2003 Model)	No.	1		
2	Toyota Hiace (2004 Model)	No.	1		
3	Hino Pak (Water Tanker)(2003 Model)	No.	1		
4	Hino Pak (Recovery Vehicle) (2003 Model)	No.	1		
5	Hyundai Axel (Ambulance) (2003 Model)	No.	2		
6	Hyundai Axle (Mobile Workshop) (2003 Model)	No.	1		
7	Mazda (Sky lift) (2003 Model)	No.	1		
8	Mazda (Fire) (2003 Model)	No.	2		
9	Recovery Vehicle (20 Ton) (2003 Model)	No.	1		
10	Massey (Tractor) (2003 Model)	No.	1		
	TOTAL VEHICLES.....(A)		12		
11	500 KVA Generators (Control Room)*	No.	1		
12	300 KVA Generators (Control Room)*	No.	1		
13	200 KVA Generators (Res. Colony)	No.	1		
14	90 KVA Generators (Admin Building)	No.	1		
	TOTAL GENERATORS(B)		4		
15	UTILITY BILLS Utility Bills (Electricity, Gas, Telephone etc.) of Admn Building, Colony, Tunnel, & North Building & Street Lights	P.S			3,500,000/-
	Total of Bill No. 02 (Amount in Rs.)				

BILL OF QUANTITY FOR OPERATION, MANAGEMENT & MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES**BILL NO. 3**

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	AMOUNT/MONTH (RS.)
3	BILL NO. 3 MISCELLANEOUS EXPENDITURES			
3.1	Maintenance/Cleaning of Tunnel floor, walls, Control Room, North & Admn Building, Colony Surveillance system, and Approach roads at South & North Portal only.	LS		
3.2	Insurance Charges a. OM&MC Comprehensive General Liability Insurance b. Loss, damages to the O&M Kohat Tunnel & allied facilities c. Third Party Insurance d. Health, Hospitalization, Accident & Travel insurance of OM&MC's all employees	LS		
3.3	Profit, overhead & miscellaneous	LS		
Total of Bill No. 03 (Amount in Rs.)				

**BILL OF QUANTITY FOR OPERATION, MANAGEMENT & MAINTENANCE OF
KOHAT TUNNEL AND ALLIED FACILITIES**

SUMMARY OF COST OF OMC

(All costs on monthly basis)

SR. NO.	DESCRIPTION	AMOUNT/ MONTH (Rs.)
1	Amount from Bill No. 1	
2	Amount from Bill No. 2	
3	Amount from Bill No. 3	
4	GRAND TOTAL (In figure / words (Per Month)	

Name of Bidder _____

Signature: _____

Stamp: _____

BID FORM FOR OPERATION, MANAGEMENT & MAINTENANCE OF KOHAT TUNNEL AND ALLIED FACILITIES (N-55)

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 Kohat Tunnel and Allied Facilities in conformity with the said bidding documents as per following:

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

2. As a security for due performance of the undertaking and obligations of this bid, we submit herewith a Bid Security in the amount of **Rs. 5,000,000/-** drawn in your favor or made payable to you and valid for a period for twenty eight (28) days beyond the period of validity of Bid.
3. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.

Note:

- (i) *If more than one bidder, quote same bid, then lowest bidder will be decided on the basis of having higher score in the technical evaluation.*
- (ii) *All BOQ forms must be filled, signed/stamped and submitted with the bid, and the total amount mentioned in the said Forms must be co-related with final bid price.*
- (iii) *Staff salaries must meet minimum wages as per labor laws, otherwise bid will be treated as non-responsive.*
4. 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 Fifty (150) days from the date fixed for Bid opening as mentioned in the IFB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Signature & Stamp (Bidder): _____

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.
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: _____