



NATIONAL HIGHWAY AUTHORITY
Ministry of Communications
Government of Pakistan



REQUEST FOR PROPOSAL

FOR
OPERATION, MANAGEMENT & MAINTENANCE (OM&M) FOR 09
PACKAGES OF WEIGH STATIONS ON NATIONAL HIGHWAYS TILL
30.06.2027.

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PROVISION OF OPERATION, MANAGEMENT AND MAINTENANCE (OM&M) 09 PACKAGES OF WEIGH STATION ON NATIONAL HIGHWAYS TILL 30.06.2027

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LETTER OF INVITATION (LOI)

ALL PROSPECTIVE BIDDERS

OPERATION, MANAGEMENT AND MAINTENANCE (O&M) CONTRACTOR FOR 09 PACKAGE OF PERMANENT WEIGH STATIONS ON NATIONAL HIGHWAY TILL 30.06.2027

1. National Highway Authority (NHA) invites bids from prospective bidders who can prove their eligibility and qualification as mentioned in the NIT and in the bidding documents for OM&M of following weigh stations;

Sr. No	Location Name	Type of Weigh Station	Route	No of Weigh Stations
1	Kotri (SB)	Permanent Weigh Station	N-5	1
2	Rohri (NB&SB)		N-5	2
3	Petaro (NB)		N-55	1
4	Larkana/Ratodero (SB)		N-55	1
5	Pipri (NB)		N-5	1
6	Bhan Saeedabad (NB)		N-55	1
7	Sukkur Bypass (NB&SB)		N-65	2
8	Jamrud (NB)		N-5	1
9	Yarik (SB)		M-14/N-55	1

2. The bidding shall be done through NHA e-Bidding System www.ebidding.nha.gov.pk. All Prospective Bidders are required to create their "On-line User Account" for participation in the bidding. User Guide and video tutorial, illustrating the steps to create "On-line User Account", are available on homepage of NHA e-Bidding System website. Access to 'NHA e-Bidding System' for bidding, will be granted upon submission of pre-requisite documents as per guide line. e-Bids submitted, by using NHA e-bidding system, will only be considered, whereas other bids will be rejected. User Guide and video tutorial for Preparation & Submission of e-Bids are available on homepage of NHA e-Bidding System website.
3. Bidders are required to be registered with Pakistan Engineering Council (PEC) having valid certificate of Category O-5 or above with Specialization Code of EE11(xiii) (FOR OPERATION & MANAGEMENT OF TOLL PLAZAS; WEIGH STATIONS; MOBILE WORKSHOPS; FINE COLLECTION; for above mentioned Weigh Stations Packages.
4. The bidder must have valid NTN certificates and must be on ATL of FBR
5. Bid security of Rs. 2,000,000/- in original in the form, amount and validity period as mentioned in bidding documents.
6. Blacklisted, Declared defaulters/de-barred firms within NHA or any other Government Department.
7. Complete set of Bidding Documents containing details, terms & conditions, method of procurement (Single Stage – Two Envelopes Procedure) submission of e-bids, bid security, bid validity, opening of e-bid, evaluating criteria etc., will be available on NHA website (www.nha.gov.pk) on **23rd February, 2026** for downloading free of cost.

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8. Bidders are also advised to follow the NHA website for updates of bidding schedule and addendums (if any).
9. A pre-bid meeting will be held on **02ND March,2026** at 1100 Hours in NHA Auditorium (HQ), Islamabad
10. The e-Bids must be submitted on NHA e-Bidding system on or before on **09th March ,2026** till 1100 Hours
11. Technical e-Bids submitted through NHA e-Bidding system will be opened on the same day at 1200 Hours.
12. All prospective bidders shall provide following undertaking in original at the time of Technical e-Bid opening as a mandatory requirement on a stamp paper of Rs. 100/- duly attested by Notary Public / Oath Commissioner stating that:
 - a) He/his firm is not blacklisted and he is not declared defaulter of any Govt. Department.
 - b) They have gone through all Bidding documents/Request for Proposal (RFP).
 - c) The information/record given with the bid is correct and they have not concealed any relevant information.
13. Only 01 no. package in the current bidding of O&M of weigh station shall be awarded to one bidder/JV. In case any bidder/JV comes responsive in one package then his/their next financial bid shall not be opened. The order of opening of bid shall be same as given in the IFB.
14. A bidder's grievance related to one package of weigh station shall not warrant the suspension of procurement proceedings of other packages of Weigh Stations.
15. The Authority reserves the right to reject all bids or proposals at any time in accordance with PPRA's Rules 2004 (as amended in 2021).
16. This Advertisement is also available on NHA & PPRA websites.

GENERAL MANAGER (REVENUE)
National Highway Authority

28-Mauve Area, G-9/1, Islamabad.

Phone: 051-9262153, 051-9260190 & 051-9032843

Websites: www.nha.gov.pk, www.ppra.org.pk

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INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Bid

National Highway Authority (hereinafter called “the Employer”) wishes to receive bids for Operation, Management & Maintenance of 09 packages of Permanent Weigh Station on National Highways. Bidders must quote for the complete scope of Services/TORs. Any bid covering partial scope of services/TORs will be rejected as non-responsive, pursuant to Clause 13.

2. Eligible Bidders

- 2.1 Bidding is open to all firms, companies, individual bidders who have a valid Registration with Pakistan Engineering Council (PEC) as “Operator” in category 0-5 or above with Specialization Code of EE11(xiii) (FOR OPERATION & MANAGEMENT OF TOLL PLAZAS; WEIGH STATIONS; MOBILE WORKSHOPS; FINE COLLECTION;
- 2.2 In case of Joint Venture, both the bidders must be registered with PEC Operator Category with valid Registration of PEC. The Lead partner must be registered with Pakistan Engineering Council (PEC) as Operator in **category O-5** or above with Specialization Code of EE11(xiii).
- 2.3 Bidder must have active NTN, and must be on Active Taxpayer List of FBR.
- 2.4 Revenue Shortfaller, Blacklisted, declared defaulters/de-barred firms within NHA or any other Government Department are not eligible to participate in this bidding process.
- 2.5 In case of Individual – Copy of CNIC along with affidavit as owner duly attested by Notary Public/Oath Commissioner must be provided.
- 2.6 In case of Firm- Form-C issued by Registrar of Firm along with partnership deed and partners name with distribution of shares must be provided.
- 2.7 In case of Company-SECP certificate along with Memorandum of Association and Article of Association must be provided.
- 2.8 A Bidder shall not have a conflict of interest. Any/all Bidders found to have a conflict of interest shall be disqualified at any stage of the bid evaluation.
- 2.9 A Bidder shall not have any common interest/relation with revenue shortfall firms or blacklisted, declared defaulters/de-barred firms. Any Bidder found to have any relationship with shall be dis-qualified and declare non-responsive at any stage of the bid evaluation.
- 2.10 Any incorrect information provided by a bidder is liable for rejection at any stage of the procurement and for necessary punitive action as deemed necessary by the Employer at pre-award and post-award stages.

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3 Cost of Bidding

- 3.1 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.

4. Documents Comprising the Bid

- 4.1 In addition to the Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued.

- Instructions to Bidders,
- Conditions of Contract: Articles I to XI,
- Bid Data Sheet,
- Bid Form and Financial Proposal Forms,
- Scope of Services and Terms of Reference,
- Form of Joint Venture Agreement (In case of JV)

- 4.2 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.

5. Clarifications

During examination, evaluation and comparison of bids the employer may ask the bidder for clarification of its bids.

6. Amendment of Bidding Documents

Any addendum thus issued shall become the integral part of Bidding Documents.

7. Bid Validity

Bids/Bid shall remain valid for the period of One Hundred and Eighty (180) days from bid opening date.

8. Bid Security

- 8.1 Each bidder shall furnish, as part of his bid, Bid Security in original for an amount of Pak. Rupees of **Rs.2,000,000/-** (Rupees Two Million only) for each weigh station package.

- 8.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer forthwith as being non-responsive.

- 8.5 Any amount of bid security which is lying with the Employer for any previous bidding processes shall not be considered for this bidding.

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- 8.6 The bid securities of unsuccessful Bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier, except for the top two (02) highest score bidders.
- 8.7 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Securities and signed the Contract Agreement.
- 8.8 The Bid Security may be forfeited:
- (a) If a bidder withdraws his bid during the period of bid validity; or
 - (b) If a bidder does not accept the correction of his Bid Price.
 - (c) In case of any fraudulent act/misrepresentation by the bidders
 - (d) In the case of a successful bidder, if he fails to:
 - (i) Furnish the required performance and Weigh Stations Securities.
 - (ii) Sign the Contract Agreement.

9. Format and Signing of Bid

- 9.1 All Bid documents including Financial Proposal Forms are to be properly completed and signed/stamped by the bidders.
- 9.2 No alteration is to be made in the Form of Bid nor Financial Proposal Forms thereto except in filling up the blanks as directed. If any alteration is made or if these instructions are not fully complied with, the bid shall be rejected as being non-responsive.

10. PREPARATION AND SUBMISSION OF BIDS

10.1 Language of Bid

The Bid prepared by the Bidder and all correspondence and documents related to the Bid, exchanged by the Bidder and the Employer shall be written in the English language.

- 10.2 The bidder shall bid separately for each package

11. One Bid Per Bidder

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture in each weigh station package otherwise bids submitted by him shall not be considered for evaluation and shall be declared as non-responsive.

12. Bidder to Inform Himself

- 12.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid for performing the subject services. This shall include but not be limited to the following:

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- i. Inquiries on Pakistani Income Tax/Surcharge etc. or any other Levy imposed by the Government of Pakistan or by any Provincial and Local Government.
 - ii. All other Taxes, Duties, charges, Levies etc. shall be applicable to the bidder as per laws of the land.
- 12.2 All the factors which may affect the weigh stations operations like local conditions etc. shall be taken into account by the bidders while quoting their bid and any claim in this regard shall not be accepted at any stage after bid submission as well as during the currency of contract.
- 12.3 The Bidder shall sign and stamp the Integrity Pact as per approved attached format for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall constitute the bidder as non-responsive.

13. Conflict of Interest

A Bidder shall not have a conflict of interest. All Bidders found and established to have a conflict of interest shall be dis-qualified and declare non-responsive at any stage of the bid evaluation. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- a) They have controlling shareholders in common; or
- b) They receive or have received any direct or indirect subsidy from any of them; or
- c) They have the same authorized/legal representative for purposes of this bid; or
- d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted.

14. Pre-Bid Meeting

A Pre-Bid meeting shall be held at time and venue specified in bid data sheet to clarify and answer any questions on matters related to Bidding Document. Minutes of the Pre-Bid meeting (If any) shall be made an addendum to these Bidding Documents.

15. NON-RESPONSIVE BIDS

The bid will be considered as non-responsive, if;

- (i) The Bidder is ineligible to Bid Pursuant to ITB Clause-2.
- (ii) Bid security is less than amount given in IFB
- (iii) Bid security in Original is not submitted to NHA before the deadline.
- (iv) Bid Price is conditional.

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- (v) Bid/bidding document is altered.
- (vi) Bidder have a conflict of interest.
- (vii) Bid is received after the deadline for submission of bids.
- (viii) Bid validity is less than specified period.
- (ix) Bid is submitted through means not specified in the bidding documents.
- (x) Financial Bid Form is unsigned, incomplete or ambiguous. Bid price is not firm during currency of contract.
- (xi) More than one Bid quoted by a bidder as a sole bidder or as a partner in a joint venture against each package shall be considered non-responsive.
- (xii) Failure to provide Integrity Pact shall constitute the bidder as non-responsive
- (xiii) Bidder is involved in fraudulent activities/mis-representation of facts.

16. Bid Opening and Evaluation

16.1 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.

16.2 The bidder's representatives who are present shall sign in a register evidencing their attendance.

16.3 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.

16.4 Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of bid.

16.5 Discounts offered for lesser period than the bid validity shall not be considered in evaluation.

16.6 The Employer will record minutes of bid opening.

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

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Sr#	Category	Description	Points	Max Point
1	PEC Registration	Above O-5 O-5	15 10	15
2.	Bidder's Organizational Setup	<ul style="list-style-type: none"> Public listed Company/SECP registered Company/Pvt. Ltd Company Firm Sole Proprietor 	20 15 10	20
3.	Financial Strength**	Average Turnover of the Company/Firm/Sole Proprietor (as per legal status of bidder *) per year (Rs.) as per <u>FBR Returns</u> (2022-23, 2023-24, 2024-25) 20-30 Million 31-50 Million Above 50 Million	20 35 35	35
4.	Experience	Relevant Experience of OM&M of Weigh Station Contracts of 04 years up to 30.06.2025.	2.5 points per year	20
		Cv of Manager (05 Marks) Intermediate/Graduate with 5 years proven experience of management of Weigh Stations. Cv of Electrician (05 Marks) DAE (Electrical) with 3 years of proven experience as electrician at Weigh Stations.	05 05	
		General Experience of Operational Services of 05 years up to 30.06.2025	02 point per year	10
Overall/Total Marks				100
Minimum qualifying marks*				60

Notes:

- The Bidder/JV who achieves **60% marks** or more in total score shall be consider "Technically qualified" and consider for next stage of procurement i.e. financial bids opening.
- The Bidder/JV who achieves less than **20 score** in sub-criteria "**Financial Strength**" shall be considered technically disqualified irrespective of score in other sub-criteria and overall scoring.
- A company is an artificial person distinct from its owners (shareholders). It possesses a separate legal personality, allowing it to own property, enter contracts, incur debt, and sue or be sued in its own name. Therefore, average turnover shall be calculated from the company/Firm FBR returns for the last three years.
- The JV must collectively meet the minimum average Turnover required for the last three years.

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17.3 Financial Evaluation

During the financial evaluation if two or more bids have been found at par then the bidder who has more technical score shall be considered for acceptance. In case of tie in technical score, the successful bid will be declared through toss.

18 Award Criteria

18.1 The Employer will award the Contract to substantially responsive and most advantageous bidder/JV, provided that such Bidder has been determined to be eligible in accordance with the provisions of clause 2. The most advantageous bidder shall be selected as per following procedure:

The evaluation committee shall determine whether the Financial bids are complete and without computational errors; all errors/discrepancies shall be corrected as per RFP. The lowest Financial bid (**Fm**) among all shall be given a Financial Score (**Sf**) of 100 points. The financial scores of the other bids shall be computed as follows:

$$S_f = (100 \times F_m) / F$$

(**F** = amount of specific Financial Proposal)

Financial bids, in the quality cum cost based selection shall finally be ranked according to their combined technical (**St**) and financial (**Sf**) scores using the weights (**T** = the weightage given to the Technical Proposal, **P** = the weightage given to the Financial Proposal; and **T+P=1**) indicated in the Bid Data Sheet:

$$S = S_t \times T \% + S_f \times P \%$$

18.2 The weightages given to the Technical (**T**) and Financial (**P**) bids are 65% and 35% respectively.

18.3 All financial bids of technically qualified bidders shall be opened as per procedure. However, one bidder/JV shall be awarded only one package in order of bid opening as given in the NIT. Bidder(s) already declared most advantageous in package(s) shall not be eligible for award of 2nd contract hence shall not be considered in subsequent packages for comparison/calculations.

18.4 The contract shall be awarded to the bidder having combined highest score (**S**) in the technical and financial evaluation as per procedure given above.

18.5 The bidder will quote fix rates for the Operation, Management & Maintenance of Weigh Stations per the bid forms.

18.6 The estimated cost for Operation, Management & Maintenance of 1 & 2 Nos. of permanent weigh station is Rs. 872,500/- & Rs. 1,572,500/- respectively. Any bidder quoting its bids more than 15% below the estimated cost shall have to submit 100% additional performance and weigh fine securities over & above the original performance and weigh fine securities.

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18.7 Any bidder quoting its bids more than 15% below the estimated cost shall have to submit detailed rate analysis with his financial bids. Failure to comply with this instruction shall lead to non-responsiveness of the bid.

18.8 If the first most advantageous bidder fails to respond to Letter of Acceptance, his bid security shall be forfeited and weigh station Package shall be offered to 2nd most advantageous bidder. In case the 2nd most advantageous bidder also doesn't respond, his bid security shall also be forfeited and the package shall be offered to 3rd most advantageous bidder. In case the 3rd most advantageous bidder also doesn't respond, his bid security shall also be forfeited.

18.9 NHA reserves the right to reject all bids at any time prior to the acceptance of a bid in pursuance to PPRA Rule 2004.

19. Process to be Confidential

Subject to Clause 14 heretofore, no Bidder shall contact Employer on any matter relating to his Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Employer.

Any effort by a Bidder to influence Employer in the Bid evaluation, bid comparison or Contract Award decisions may result in the rejection of his Bid. Any bidder feeling aggrieved may file his grievance as per PPRA Rule 48; however, mere fact of lodging a complaint shall not warrant suspension of the procurement process. A bidder's grievance related to one package of OM&M of weigh station shall not warrant the suspension of procurement proceedings of other packages of OM&M of weigh station.

20. Employer's Right to Accept or Reject any or all Bids.

20.1 The Employer reserves the right to accept or reject all bids, and to annul the bidding process, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders.

20.2 No negotiations with the bidder having been ranked as most advantageous 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.

21 Notification of Award

21.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the most advantageous 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. the 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").

21.2 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.

21.3 Upon furnishing the Performance Security along with insurance coverage 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.

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22. Performance Security and Weigh Fine Security

The successful bidder shall furnish to the Employer the Original and enhanced (*Where applicable*) Performance Security & Weigh Fine Security in the form, amounts and time stipulated in the Bid Data Sheet.

Failure of the successful bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security as well as the bidder/firm/company will be debarred for future participation in NHA’s tendering process of police fine collection /weigh stations/toll plaza for a period of six months as per PPRA Rule 19(c).

23. Signing of Contract Agreement

Upon furnishing the requisites i.e., Performance Security along with the Bid Form, Financial proposal forms and form of Contract Agreement etc., duly filled in for signing of agreement.

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BID DATA SHEET

1. The name of the Assignment:
PROVISION OF OPERATION AND MANAGEMENT (O&M) OF 09 PACKAGES PERMANENT WEIGH STATIONS ON NATIONAL HIGHWAYS FOR A PERIOD ENDING 30TH JUNE, 2027.
2. Name and address of the Employer:
Chairman
National Highway Authority, 28 Mauve Area, G-9/1 Islamabad.
3. Employer's representative
 - i. Member (Finance) NHA HQ
 - ii. General Manager (Revenue) NHA HQ
 - iii. General Manager (Region Concerned)
4. The following Bidding Documents would form integral part of this contract document in the following order of precedence:
 - i. The Contract Agreement (signed stamp paper)
 - ii. General Conditions (Article I to XI)
 - iii. Terms of Reference/ Scope of Services
 - iv. The Letter of Acceptance
 - v. Addendum/Corrigendum to Bid (if any)
 - vi. Instructions to Bidder
 - vii. Bid Form & Financial Bid Form
 - viii. Bid Data Sheet
 - ix. Appendices (if any)
5. The number of e-bids required:
One Technical and One Financial e-bid submitted through NHA e-bidding.
6. The address for seeking clarification is:
General Manager (Revenue)
National Highway Authority
27- Mauve Area,G-9/1, Islamabad.
Phone: +92-51-9032190,
7. Pre-bid Meeting: **02nd March, 2026** at 1100 Hours in NHA Auditorium, Islamabad
8. Bidding will be held **on 09thMarch, 2026** Hours at NHA HQ
9. **Bid Security:**
Amount: Rs. 2,000,000/-
Form & Validity: Pay Order or Demand Draft in the name of NHA Road Maintenance Account, Islamabad for 90 days beyond bid validity period

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10. PERFORMANCE SECURITY

- a. 10% of the quoted bid amount for the whole contract period (from date of issuance of Letter of acceptance till 30-06-2027 in form of Pay order/Demand Draft in favor of "Road Maintenance Account, National Highway Authority, Islamabad".
- b. The estimated cost for OM&M of 1 & 2 Nos. of permanent weigh station is Rs. 872,500/- & Rs. 1,572,500/- respectively. Any bidder quoting their bids more than 15% below the estimated cost shall have to submit 100% additional performance Security over & above the original performance security amount calculated as per clause 10(a) herein.

11. WEIGH FINE SECURITY

The successful OMC shall furnish weigh fine Security, to NHA within the prescribed time period after the issuance of Letter of Acceptance, in the form of demand draft/pay order in favor of NHA Road Maintenance Account Islamabad as per following details.

Sr. No	Location Name	Route	Weigh Fine Security (Rs.)
1	Kotri (SB)	N-5	5,000,000
2	Rohri (NB&SB)	N-5	10,000,000
3	Petaro (NB)	N-55	5,000,000
4	Larkana/Ratodero (SB)	N-55	5,000,000
5	Pipri (NB)	N-5	5,000,000
6	Bhan Saeedabad (NB)	N-55	5,000,000
7	Sukkur Bypass (NB&SB)	N-65	10,000,000
8	Jamrud (NB)	N-5	5,000,000
9	Yarik (SB)	M-14/N-55	5,000,000

The estimated cost for OM&M of 1 & 2 No of permanent weigh station is Rs. 872,500/- & Rs. 1,572,500/- respectively. Any bidder quoting its bid more than 15% below the estimated cost shall have to submit 100% additional weigh fine security over & above original weigh fine security mentioned in the above table.

The performance security and weigh fine security shall be furnished to the Employer within seven (07) days after the issuance of Letter of Acceptance. If further extension of 7 days (max.) is required, the same shall be done with the approval of Member (Finance). The performance and weigh fine securities shall be valid until 90 days beyond the expiry of the Contract.

12. After the issuance of the Letter of Acceptance (LoA), the successful bidder shall nominate two (02) persons for a one-week comprehensive training program regarding OM&M of weigh station. The training will cover the management and operation of all weigh station hardware equipment, software system and procedures to be followed under normal and emergency conditions. The training shall be conducted by Director (Rev-Operations) and OME. Upon award of the contract, the nominated & trained personnel of OMC shall be responsible for weigh station OM&M. The training completion certificates for the nominated persons shall be issued & OMC shall provide a one-pager Standard Operating Procedure (SOP) outlining the operational guidelines under normal and emergency circumstances at the weigh stations.

13. **Completion of Handing / Taking Formalities** General Manager (Region) /Director (Maintenance)/Dy. Director (Revenue/Maint) if Dy. Director (Revenue) is not posted will be responsible for making Handing/Taking with the OMC.

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Annexure-I

Spare Part List with Price			
Permanent Type Weigh Scale Spare Part List & Components (iSINC)			
Sr. #	Equipment/Component	Unit	Rate (Rs.)
1	W4 (WIM Control Unit-3) –Controller/Processor Card	1	3,786,445
2	SSM (Scale Sensor Module) – 4 Channels	1	915,269
3	LSM (Loop Sensor Module) – 4 Channels	1	1,037,117
4	DIOM (Digital Input / Output Module) - 8 Channels	1	895,347
5	SIOP	1	340,503
6	ACOP Relay	1	22,109
7	ACOP Fuse	1	11,017
8	AC/DC Power Supply	1	228,755
9	Power Input Timer	1	84,387
10	Power Input OR-ing Module	1	54,852
11	Loop kit	1	296,807
12	LED basic module	1	114,639
13	LED mainboard	1	96,538
14	LED signal cable	Per meter	4,826
15	iSINC WIM Controller	1	9,516,237
16	Universal Fare Display	1	374,395
17	PDU (Power Distribution Unit)	1	53,048
18	Ticket Printer	1	68,761
19	Scale Frame	1	1,784,271
20	Scale Platform	1	2,426,080
21	Load Cell	1	839,024
22	SSWIM Load cell cable	45 meter	70,087
23	Communication Cable	35 meter	82,335
24	Load Cell Cable Connector	1	38,500
25	Load Cell Bearing Pad	1	39,000
26	Scale Plate Bolt	1	1,320
27	Load Cell Bearing Pad Bolt	1	1,650
28	CPU, Mouse, LCD	1	165,000
Permanent Type Weigh Scale Spare Part List & Components (1068)			
1	Power Supply	1	104,239
2	Power Supply Card	1	86,641
3	PDU (Power Distribution Unit)	1	53,048
4	Motherboard	1	31,500
5	RAM	1	3,000
6	Processor	1	3,300
7	VGA Card	1	3,750
8	Hard Disk	1	8,670
9	Mouse (serial)	1	1,836
10	Keyboard (serial)	1	1,836
11	CPU, Mouse, LCD	1	165,000
12	Ticket Printer (Serial)	1	68,000
13	Load Cell	1	839,024
14	SSWIM Load cell Cable	45 meter	70,087
15	Communication Cable	35 meter	82,335
16	Loop Kit	1	296,807
17	SSWIM Load Cell Connector	1	38,500
18	Load Cell Bearing Pad	1	39,000

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19	Scale Plate Bolt	1	1,320
20	Load Cell Bearing Pad Bolt	1	1,650
21	Scale Frame	1	1,784,271
22	Scale Platform	1	2,426,080
Permanent Type Weigh Scale Spare Part List & Components (SupaWeigh 5000C)			
1	Status 290 Weigh indicator	1	1,694,474
2	Weigh indicator power supply	1	87,056
3	Load Cell Extra Heavy Duty	1	451,860
4	Load Cell Pin Large	1	27,560
5	Load Cell Pin Small	1	27,560
6	Junction Box	1	393,360
7	Weigh Frame	1	4,282,230
8	Weigh Plate	1	5,310,652
9	Load cell Assemblies	1	291,358
10	Large Scale Display	1	1,462,912
11	Large Scale Display Power Supply	1	87,056
12	Ticket Printer	1	130,200
13	Load Cell Cable	Meter	5,796
14	Data Cable	Meter	1198
15	UPS Online	1	150,000
16	Earthing<= 5 Ohm	1	216,000
17	Computer (PC)	1	258,000
18	CCTV Camera	1	102,000
19	NVR (2 TB)	1	60,000
Static Weigh Bridge Spare Part List			
1	Load Cell	1	275,000
2	Weigh Indicator	1	181,311
3	Termination Box	1	39,270
4	CPU, Mouse, LCD	1	165,000
Weighing System General Items			
1	Campera 4MP	1	27,500
2	Camera Power Adopter		1,500
3	NVR 4 Channel	1	27,500
4	NVR Power Adopter		1,500
5	NVR Hard Disk 1TB	1	11,500
6	Port Swith 8 Port	1	5,175
7	Port Swith 16 Port	1	8,250
8	UPS Online	1	87,109
9	Earthing	1	160,000
10	Power Cable (Male/Female)	1	1,800
11	Ticket Printer Adopter	1	3,300
12	Ticket Printer Communication Cable	1	1,800
13	Patch Cable 5 M	1	1,650
14	Ethernet Cat 5 Cable	Per meter	275
15	Sealant for Loops	1 Scale	3,500
16	Calibration Charges for 01 No. of Weighing Lane (Arrangement of known weight vehicle will be responsibility of client)	1	50,000
17	Re-Installation of Window Operating System and Weighing Software	1	50,000

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TERMS OF REFERENCE (TOR)

BACKGROUND:

NHA is implementing “Axle Overload Control Regime” in accordance with National Highway Safety Ordinance (NHSO) 2000 to control premature deterioration of National Highways caused by heavy overload traffic. NHA intends to control overloading to protect its road network through automated Weigh Stations installed there.

For the Operations, Management and Maintenance of the Weighing Stations, NHA intends to hire the services of Management Contractors who have requisite management capabilities with sound technical and traffic management expertise.

To implement “Axle Overload Control Regime”, the task of the management contractor is not limited to the operation of the hardware and software of automated Weigh Stations only, but the Management Contractor takes on an overall responsibility of implementing the various aspects of the “Axle Overload Control Regime” policy in accordance with the agreed program with NHA.

BASIC UNDERSTANDING OF THE ASSIGNMENT

The weigh stations are located on NATIONAL HIGHWAYS.

1. Implement State of Art operating practices at NHA Weigh Stations and educate the truck drivers so as to convince them to abide by load restrictions.
2. Control over loading by imposing fines as per policy of NHA. The variations in fine rates shall be as decided from time to time. (If applicable)
3. Collection of overload fine/charges, Operating, Managing and Maintaining the Weigh Stations and administrative control buildings, Weigh Station buildings and other facilities/assets of NHA, including all equipment, machinery, utilities, ancillary facilities etc. in a manner consistent with international practices and as given in Scope of Services hereof. (If applicable)
4. Operating, Managing and Maintaining the Weigh Stations. The OMC and NHA shall jointly develop asset inventory and its current value. OMC will adjust value of asset with every improvement or further additions to the asset.
5. All operational expenses including receipt books, uniform, salary of staff, residence & messing of staff, cleanliness as per standard of NHA in the premises of Weigh Stations is the responsibility of the OMC.
6. During the period of contract OMC shall prepare and submit to the office of General Manager (Revenue) by not later than 10th day of the following month, through Dy. Director (Rev) 03 copies each covering the following:-
 - i) Monthly Operations Report.
 - ii) Daily Operations Report.
 - iii) Incident Report with photographs.
 - vi) Details of maintenance activities.
 - v) Human Resources Deployment.

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

Scope of Operation & Management Services:

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

1. **Facility Management:**

- a. OMC must have strong background of facility management skills. NHA would hand over the weighing station to the OMC who would ensure continuous, round the clock and un-interrupted operations as well as maintain the facility through professionally qualified staff.
- b. OMC must operate and manage Weigh Stations on behalf of NHA and to maintain and submit weekly/monthly record thereof to the NHA in a pre-agreed format. Monthly Statement shall be the part of each Invoice, the proof of total amount deposited in Bank shall also be required (where overload fine is applicable). The system generated traffic data shall also be the part of each invoice (if applicable).

2. **Weigh Station Operations:**

- a. OMC will undertake the operation of SSWIM Equipment installed on National Highways Network as mentioned in the contract agreement, OMC must be aware that the processes involved in accomplishing the operations of the Weigh Stations take place at certain areas on the terrain. These are:
 - Roadway
 - Weigh Station approach Ramp
 - Weighing Pad
 - Administrative Building
 - Weighing Stations Exit Ramp
 - Other Areas
- b. OMC has to ensure proper weighing operation of all the goods traffic flows through the Weigh Station. Regular and random exercises will be done on the main roadway to urge vehicle to divert to the Weigh Station. OMC will ensure that the good traffic is escorted into the left side of the main carriageway and screen the goods traffic for empty trucks.
- c. OMC will ensure that smooth flow of goods traffic is regulated on the approach ramp as well as ensure correct alignment for entry in the weigh pad. The speed of entry and exit over the scale will be monitored and non-violators are allowed to proceed efficiently. However, the way passage of offender vehicles will be blocked so that they have no chance to run away.

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- d. Main focus of the O&M services in the roadway is to bring the offenders from escape routes to the Weigh Station and the axle load enforcement is under-taken within the roadway would be done with a lot of care and in close coordination with other law enforcing agencies (like Local Police, Local Administration and NH&MP).

3. **Technical Capability:**

- a. OMC Management should have an organizational strength to operate and maintain electronic, electrical and mechanical equipment, in-house strength for handling computer hardware and software and be able to give the first line support to the weighing equipment and its accessories.
- b. OMC will administer control over building and other assets of NHA including all equipment machinery, installations, ancillary facilities within the Weigh Station premises in a manner consistent with international practices.
- c. OMC will ensure the capability, authenticity etc to procure all consumable spares, computer paper, ribbons, furniture; oil needed for efficient running of the Weigh Stations and such cost shall be deemed to be included in OMC's financial bid price.

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

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

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5. **General**

- a. All Weigh Stations shall be taken over for operation and Management as per instructions contained in the letter of commencement.
- b. All capital expenditure required for bringing the Weigh Station upto acceptable international standards including weighing lane area facilities, Air conditioners, lighting, any public facilities etc, will be paid by NHA. Such costs will be incurred after prior approval of NHA and will be reimbursed to OMC on actual basis only 1st time at the commencement of the contract.
- c. Availability of a stand by generator of required capacity will be the responsibility of the contractor to ensure un-interrupted supply of electricity at weigh station.
- d. OMC shall be notified time to time by NHA regarding implementation of provisions of NHSO-2000 along with amendments.

6. **Reporting and Feedback:**

- a. OMC have to give regular feedback to NHA along with supportive data regarding progress and submit analysis on the traffic data and the overload data, in order to monitor the progress in implementation of Axle Overload Control Regime.
- b. OMC will be required to maintain all backup data in hard and soft formats for use by NHA and report all routine and emergency technical support on monthly basis.
- c. Evaluation of weighing operations will be based on analysis of goods traffic passing through the nearest Toll Plaza and the same will be monitored during and after the currency of contract. (where applicable)
- d. it is the responsibility of the OMC to enter and maintain the record of vehicle registration number of all goods traffic to be passed through the weigh station.

7. **Maintenance of Statements:**

- a. OMC shall maintain income and expenditure statements etc. as may be deemed necessary during the currency of the contract.
- b. NHA's audit team shall carry out audit on quarterly and yearly basis and OMC shall facilitate the audit team.

8. **Operation, Management and Maintenance of Weigh Station Equipment's and Allied Facilities:**

- 8.1 The OMC shall be responsible to repair and maintain the installed equipment of Weigh Stations throughout the currency of contract. If any equipment/part found beyond repair then it would be replaced with new one which has to be provided by the Technical Support Provider (TSP) appointed by NHA from the Original Equipment Manufacturer (OEM). Proper support request shall be submitted by OMC to TSP after getting it approved from NHA Revenue Concerned Section. The cost of part shall be borne by OMC. However, installation shall be the responsibility of TSP.

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- 8.2 If any equipment/part found beyond repair then it would be replaced with new one issued from NHA procured stock after conformation by the TSP with the approval of GM (Revenue). The cost of such part shall be borne by OMC and shall deposit the same to NHA designated account or otherwise the same shall be deducted from the monthly invoices or recovered from the performance securities. However, installation of the same shall be responsibility of TSP.
- 8.3 the OMC shall also be responsible for repair/maintenance of Generator and its batteries, UPS and its batteries, CCTV Cameras, NVRs and 3G/4G devices along with insurance and security. All payments of repair/maintenance of the said items including generator fuel and monthly recurring/service charges of 3G/4G devices shall be made by OMC with the assurance that no device shall remain off in any circumstances.
- 8.4 The OMC shall be responsible for repair and renovation of weigh station building along with landscaping. In addition, first aid facilities, provision and maintenance of firefighting extinguishers, utilities bills (electricity, gas & water etc.) shall be paid by OMC from his own resources.
9. **Term of Agreement:**
- The term of this Agreement (the “Term”) shall be up to 30th June 2027 from the date of commencement.
10. **Effective Date:**
- The effective date on which OMC shall commence the weigh operation as mentioned in the letter of commencement to be issued after signing of contract agreement.

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ARTICLE - I

DEFINITION AND PURPOSE OF AGREEMENT DEFINITIONS

1.1 Definitions:

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

- a) **“Employer”** means the Chairman, National Highway Authority, Government of Pakistan, Islamabad.
- b) **“Operations & Management Contractor (OMC)”** means The Contractor appointed, pursuant to this Agreement for Operations, Management & Maintenance of weigh stations on National Highways to undertake tasks assigned in Scope of Services.
- c) **“Services”** means services required to be rendered by the Operator in accordance with various articles of the Agreements and the Terms and Reference (TOR).
- d) **“Employer’s Representative”** Member (Finance)/General Manager (Revenue)/GM (Region) for Operations and management of the facility.
- e) **“online banking applications”** means banking applications to transfer the funds through internet.
- f) **“Authority”** means National Highway Authority of Pakistan.

1.2 EMPLOYER’S ROLE AND OBJECTIVES

Responsible for taking all policy decisions and approvals to implement the same during currency of the contract. Responsible for taking all policy decisions and approvals of capital and operational expenditures, and implementation programs.

1.3 PROGRAM DESIGNER’S ROLE AND OBJECTIVES

The concern Regional General Manger will act as Program Designer for provision of overall guidance to the OMC keeping within the policy framework approved by the Employer. Also responsible for smooth weigh station operations in most efficient and effective manner within available resources.

1.4 SERVICE PROVIDER’S (i.e OMC) ROLE AND OBJECTIVES

The Service Provider (i.e OMC) shall carry out all the services in line with the overall policy of the Employer and in accordance with the contract agreement. OMC shall also make the necessary preparation for the services to be performed under this contract.

1.5 PURPOSE

The Scope of Services together with this Agreement, sets forth the terms and conditions for the provisions of operation and management services at weigh stations more particularly set forth herein or in the scope of services etc.

All terms and provisions of the Scope of the Services are incorporated by the provisions specifically set forth in this Agreement and those set forth in the Scope of Services shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions.

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ARTICLE – II

SCOPE OF SERVICES

2.0 **Scope of Services:**

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

2.1 **Cooperation With Other Contractors:**

From time to time during the Term, NHA may award or execute other contracts relating to its ownership, operation or maintenance of the System or of other facilities on other roadways that are not included within the System. Such contracts may be executed with respect to work currently defined as part of the Services, if this Agreement is terminated with respect to such work, whether for reasons of default of OMC hereunder, Termination for Convenience (as defined in Paragraph 2.4), or otherwise. OMC shall fully cooperate with the NHA and the parties to such other contracts; shall adjust scheduling to the extent reasonably possible; and shall diligently endeavor to perform its Services in a manner that will promote integration, synergism and efficiency among OMC, NHA and the other contractors. OMC shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other OMC of NHA.

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

2.2 **Services Performed Within Weigh Stations Vicinity:**

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

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facilities located along entrance or exit ramps providing access to and from the Roadways.

2.3 Minimum Service Standards /Performance Indicators:

The operator would maintain the following minimum service standards at each and every weigh station.

Sr #	Items	Minimum Service Standards
1	Operations	Weigh station must be operational 24/7 and 365/year. In this regard standby generator must be available and well maintained
2	Cleanliness of weigh station and approach area	Twice a day and after any thunder storm, Rain storm or any other incident
3	Tempering or any other un-approved changing/replacement/repair/maintenance of already existing/installed system	Tempering of system or replacement of system or its parts without the consent/approval of Employer is <u>strictly not allowed</u> .
4	Switching off of Lights	Just after sunrise
5	Switching on of lights	Just after sunset or in poor visibility i.e. in fog, in dense smog or in rain storm etc.
6	Uniform of staff with name tags	24/7, 365/year
7	Repair/Maintenance of entry/exit ramps	Road pavement must be in good condition for avoiding any incident of axle breakage
8	System Generated reports	OMC shall keep the system operational 24/7 and all truck data should be system generated.
9	Sitting area for minimum 6 persons on each weigh stations	1 per site on each side (NB&SB)
10	PFD and Traffic lights	Must be operational
11	Availability of drinking water (electric cooler) on each weigh stations	24/7 and 365/year on each site and side
12	Sign Board showing approved schedule rates for fine against overloading	On each side
13	Offloading/ Impounding area	Offloading/impounding area must be maintained properly (if available)
14	First Aid box	Proper first aid box with necessary medicines must be maintained as per Medical Standards
15	Display of Notification	Notification having unique ID of each weigh station must be prominently displayed at each weigh station
16	Complaint register/complaint Box	Complaint register must be placed at each weigh station which will be provided and duly signed by the Deputy Director (Revenue/Maint) concerned
17	Weigh station building	The building rooms and furniture i.e. tables, chairs, etc. would be properly maintained and

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		would be used for official purposes only and for commuters facilitation
18	Cameras system installed on Weigh Station	Cameras system must be kept operational for 24/7 365/year.

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

2.4 **A. Termination for Convenience Of NHA:**

- i. NHA shall have the right, at any time and from time to time during the Term, and for any reason whatsoever in NHA's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to herein as a "Termination for Convenience"). NHA may exercise its right of Termination for Convenience by furnishing to OMC written notice of its election to do so, which notice shall specify the Services that NHA has elected to remove from the scope and operation of this Agreement. The Termination for Convenience as to such Services shall be effective Thirty (30) days following the date of such notice. Thereafter, all references herein or in the Scope of Services shall be deemed to refer only to those operation, management and maintenance tasks that continue to be required to be performed by OMC hereunder.
- ii. 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.
- iii. In no event shall a Termination for Convenience be deemed a default by NHA under this Agreement or the Scope of Services. Nevertheless NHA recognizes that a Termination for Convenience will cause temporary but adverse financial consequence upon OMC. The parties recognize and agree that the precise amount of the adverse financial consequences that would be impossible to predict at the time of execution of this Agreement. Therefore, the parties agree that a termination fee will be paid by NHA to OMC upon the occurrence of any Termination for Convenience, which termination fee is a fair and reasonable estimate of the adverse economic consequences that will be sustained by OMC. The termination fee shall be computed in following manner;
- iv. OMC shall claim demobilization charges @ 2% of contract cost on prorated basis for balance months if remaining period of contract is more than a year.

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B. Termination upon Suspension of Weigh Services:

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 upon suspension of weigh services at any particular location. NHA may exercise its right of Termination by furnishing to OMC written notice.

C. Termination upon Non-Deployment or Demobilization of NHMP/Local Police:

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 due to Non-Deployment or Demobilization of NHMP/Local Police at any particular location. NHA may exercise its right of Termination by furnishing to OMC written notice.

D. Termination upon Any Complaint by NHA/NHMP/Local Police:

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 due to any complaint alongwith documentary proof is received regarding any unauthorized permission given to overloaded vehicles by OMC through snap checking by NHA/NH&MP then OMC will be given opportunity to defend his stance within seven days failing which contract will be terminated immediately along with forfeiture of performance security. NHA may exercise its right of Termination by furnishing to OMC written notice.

2.5 Ownership Of Documents, Inventions And Copyrights:

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

2.6 Applicable Laws And Regulations:

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

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2.7 Staff Requirement for each Weigh Bridge:

Each Weigh Station is to be manned 24 Hrs by OMC with 8 Hrs Shift and the Staff for each shift as per requirement & there will be Three (3) Shifts per day), Minimum staff will be as per Form BF-3. Spare staff will be managed to accommodate emergency /leave vacancies.

2.8 Validity Of Contract:

The contract is valid for a period upto 30-06-2027 from the date of commencement. During this period the OMC will cater for any changes, operating mechanism, development and modernization etc. In case of non-functional weigh station(s), the effective date shall be the date of functioning of said weigh station(s), whereas expiry date shall strictly be as per contract period for all the weigh stations specified in this contract document. No claim for idling of any weigh station(s) shall be entertained at any stage.

2.9 Uniforms:

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

Summer Uniform	Trouser, Collar Shirt (Half Sleeves), Cap, Reflector Jacket, Shoes
Winter Uniform	Trouser, Collar Shirt (Full Sleeves), Cap, Upper, Reflector Jacket, Shoes

* Collar Shirt, Cap, Upper & Reflector Jacket (Summer & Winter) would be marked with operator logo, represented as NHA operator.

* In case of failure NHA has the right to provide the summer and winter uniform at the expense of OMC. The same will be deducted from OMC monthly invoice.

2.10 OMC Operations Office:

2.11 Security and Confidentiality Of NHA Data and Information:

The OMC shall provide a safe and secure Operations Office. Additionally, the OMC shall provide complete security and confidentiality for all programs related data and information. Data and information shall not be released without expressed NHA authorization. Requests for release of public access information shall be referred to the NHA.

2.12 **OMC Operations Office SOP:**

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

2.13 **Human Resources Management:**

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

The plan shall include a screening for all potential employees assigned to the project. 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 OMC's ability to properly provide the specified services. The safe and proper handling of NHA revenues by the OMC personnel shall be the focus of the screening process.

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

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

The OMC shall provide its full-time employees all normal privileges, benefits and guarantees of employment that are afforded to the bidder's existing regular and part-time employees. Salaries and all other payments to all the employees working in connection with the weigh station shall be paid through their bank accounts only. The OMC shall staff and provide training for staff to ensure good, sound Human Resources Management for all of its employees.

2.14 **Training:**

The OMC shall develop, implement and maintain a Training Plan detailing a program to ensure all OMC personnel are knowledgeable and competent in all phases of their jobs.

2.15 **Security:**

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

2.16 **Termination of Contract:**

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

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

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OMC, if termination of the contract agreement shall take place as per Clause-3.2 (b) of Article-II.

2.17 **Audit/ Accounting:**

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

2.17.1 **Auditing:**

(i) **Transactions Accountability:**

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

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

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

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

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

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

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

2.17.2 **Accounting:**

(i) **Cost Accounting:**

The OMC shall operate and maintain a job cost accounting for this project to provide historical documentation of costs associated with this work. These job cost accounting reports are intended to be for management purposes and will not be a part of or backup for the OMC's monthly invoices for payment.

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

The job cost accounting system shall track all costs associated with the OMC performance of the work including, but not limited to, accounts payable/ receivable,

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invoicing, personnel, materials, utilities subcontractor costs, budgeting, estimates, inventory.

(ii) Processing Of Third Party And Miscellaneous Invoices:

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

(iii) Utilities:

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

(iv) Inventory Of NHA Fixed Assets:

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

2.18 Weigh Station Operations:

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

i) Overload Fine Collection:

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

The overload controlling, fine charges collection (if applicable), operation and maintenance services provided by the OMC shall be according to the terms and conditions of the Contract. The OMC shall submit the procedure and TOR for fine collection and its deposit to NHA account (if applicable). For fine imposition (if applicable), the OMC shall be bound to use system generated slips. In the event that the OMC's performance is considered unacceptable in any area, the NHA may elect to impose contractual damages.

(ii) Weigh Stations:

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

- a) General items of responsibility when operating a Weigh Station lane.
- b) Control loaded Vehicles while waiting for weighing.
- c) Receipts printer operation for overloaded Trucks with backup data.

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- d) Run through trucks/ violation procedures.
- e) Emergency procedures.
- f) Security of all Equipment's, Cash, Personnel.

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

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

iv) Shift Scheduling:

Weigh Station Operation personnel shall be staffed so that a minimum of Eighty percent (80%) of Weigh Station's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. An OMC Supervisor shall be scheduled on duty 24/7 hours per day, 7 days per week. The Supervisor shall be first-line management for Weigh Stations.

The Weigh Station Operations SOP shall include sample shift schedules for each facility including ramp locations. These schedules shall be carried out after approval for use at each location. The NHA will retain the right to periodically review staffing schedules and make changes as warranted. The schedules shall not be changed without a formal submittal of a new sample schedule and NHA approval. All schedules, once approved by the NHA, shall be incorporated into the SOP. The OMC, during development of the SOP, shall define a procedure for SOP change, including impacts to operations, budgets, etc. All schedule changes shall be requested and approved using this procedure. The final procedure will be subject to review and approval by the NHA.

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

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

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

(vi) Deposit Preparation and Verification:

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

(vii) Discrepancy Reporting:

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

(viii) Weigh Station System:

The OMC shall operate the NHA's weighing equipment system.

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

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

2.19 Facilities Maintenance:

(i) General:

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

(ii) Custodial Services:

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

(iii) Cleaning Periods:

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

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

(iv) Cleaning Work Quality Requirements:

- a. Rooms Cleaning (including all office areas and toilets) All waste generated in the building shall be collected and removed to the designated areas as specified by the NHA.
Carpeted surfaces shall be free of obvious dirt, dust and other debris. Floor surfaces shall be clean and free of debris or foreign matter. No dirt shall be left in corners or

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near baseboards, behind doors or under furniture. Spillage, dirt accumulation or crust material shall be removed, along with spots and stains. When spot-cleaned, areas shall blend with the adjacent areas of the carpet. Spots, smudges, or other foreign markings shall have been removed without causing unsightly discoloration to the wall surfaces. Waste baskets shall be maintained free of debris and residue.

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

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

- c. Lanes, Ramps, Driveways and Parking Lots: Areas shall be free of trash and other discarded materials. Grease, tar, and oil shall not be allowed to permeate concrete surfaces.
- d. Exterior Cleaning: All areas shall be free of debris and trash. Grounds and sidewalk areas shall be free of paper, trash, bottles and other discarded materials.
- e. Floor surfaces shall be clean and free of debris or foreign matter. Walls, baseboards and other surfaces including equipment shall be free of splashing and markings. The finished areas shall have a uniform luster.

2.20 **Pest Control:**

(i) General:

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

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

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

(ii) Frequency Of Service:

Conduct a thorough inspection and treatment every six months.

(iii) Quality Requirements

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

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(iv) Lawn And Garden Care:

Mowing and edging of grass shall be performed a minimum of 26 times per year but not more frequently than once per week. All grass and vegetation shall be cut to a height of two inches. All cuttings shall be done in a way that results in a stand of mowed grass or vegetation cut uniformly at a nominal two-inch height with no streaks. The accumulation or piling of cuttings will not be permitted.

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

(v) Trash Removal:

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

(vi) Equipment:

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

2.21 Trash/Waste Disposal:

(i) Collection:

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

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

(ii) Disposal:

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

2.22 Building Maintenance:

(i) General:

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

stairways, ceiling and ceiling tile, doors, windows and coverings, toilet fixtures, piping systems and electrical systems and equipment (including lighting fixtures).

(ii) Workmanship And Quality:

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

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

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

(iii) Locksmith Services:

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

2.23 Equipment Operation And Maintenance:

(i) General:

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

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

- a. Air-conditioning equipment and systems.
- b. Complete set of weighing equipment and system.
- c. Domestic water equipment and systems.
- d. Electrical equipment, lighting switchgear systems and stand by Generators.
- e. Fire protection equipment and systems.
- f. Sanitary sewerage equipment and systems.
- g. Elevators and dumbwaiters (if needed).
- h. Utility systems.

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

(ii) Equipment Operation:

The OMC shall operate all mechanical, electrical, plumbing and utility systems in conformance with energy conservation and efficiency requirements and maintain such

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systems at an acceptable level throughout the Contract performance period. The building systems shall be operated in an energy efficient manner.

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

(iii) Equipment Maintenance:

a. Level of Performance, Workmanship:

All equipment and systems shall be maintained at an acceptable level as defined below to assure that the weigh stations, buildings, etc. are operated efficiently. An acceptable level of maintenance is the level of maintenance that will preserve the equipment in unimpaired operating condition; i.e. above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment. Perform scheduled and unscheduled maintenance and repairs, as necessary.

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

b. Preventive Maintenance:

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

The OMC shall maintain preventive maintenance records for each piece of equipment or system. Records shall reflect periodic maintenance done and the schedule and completion dates. The OMC shall update the preventive maintenance record and history files monthly. Within 15 days after the end of each month, the OMC shall submit a monthly progress report to the NHA showing the preventive maintenance work done on each piece of equipment and deficiencies noted.

c. Electrical System:

The OMC shall perform inspection, testing, and maintenance of the building's electrical distribution system, including, but not limited to, substations, emergency or standby generators, power transformers, 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 OMC shall furnish the NHA with an official certified report, quarterly, detailing the items inspected results of tests, preventive maintenance adjustments done and include a brief description of any defects found. The report shall also include any equipment observed during the inspection that may affect the safety of personnel or continuity of service.

d. Calibration of Weigh Equipment:

The Calibration of Weigh Equipment shall be done by the OMC through OEM or authorized Agent/Dealer of OEM after every Ninety (90) days period and as and when required basis. In case of requirement, prior to Ninety (90) days period) it will be executed in the presence of Supervisory officer of Weigh Stations/Deputy Director concerned. The OMC shall maintain the log register, which shall be signed by the NHA

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representative with date and time at every Calibration. Copy of same shall be pasted on wall of operation room of weigh station and also be provided with monthly invoice. Failing which it shall provide enough ground to impose penalty of Rs. 50,000/- per occurrence.

(iv) Pressure Cleaning of Weigh Station Building & Premises:

(a) General:

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

(b) Equipment And Supplies:

OMC's equipment shall meet the following minimum requirements:

I. Cleaning Equipment:

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

II. Cleaning Chemicals:

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

(c) Workmanship And Cleanup:

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

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

(d) Protection Of Life And Property:

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

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

The OMC 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 OMC's equipment or personnel.

(v) Work Area Safety:

OMC shall employ sufficient barrier cones to identify their personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes. OMC shall provide signage and or barriers which will adequately warn oncoming traffic that lanes are closed for cleaning.

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

ARTICLE – III
REMOVAL & RE-ASSIGNMENT
ASSIGNMENTS RIGHTS AND LIMITATIONS

3.1 REMOVAL

Promptly upon request of NHA, OMC shall remove an employee from activities associated with or related to the performance of this Agreement, 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 OMC by the NHA in consideration for the right of removal.

3.2 DRUG-FREE WORKPLACE REQUIREMENTS

Throughout the Term, OMC shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with Government/NHA policy.

3.3 COMPLIANCE WITH LABOUR AND WORKPLACE LAWS

OMC shall follow the Minimum Wage Rate Policy of Government of Pakistan during the currency of contract as amended from time to time. The operator shall ensure equal employment opportunity policy. In this regard, NHA shall not bear any liability.

Throughout the Term, while performing under this Agreement, OMC, its employees, shall observe and fully comply with all laws ordinance, and regulations that may be in force and effect from time to time hereafter.

OMC acknowledges that its employees are not employees of NHA and that OMC will not be acting as NHA's agent or on its behalf for purposes for complying with laws and regulations pertaining to workplace safety, labor, minimum wages and employment.

3.4 NOTIFICATION OF CONVICTION OF CRIMES

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

3.5 ASSIGNMENTS RIGHTS AND LIMITATIONS

NHA has selected OMC to perform the OM&M Services and collection of Fine amount of overloaded vehicle. OMC shall not assign, delegate or subcontract its rights or obligations under this Agreement.

Any attempt by OMC to assign or subcontract any performance of this Agreement shall constitute a default under this Agreement and it shall be dealt as per relevant Article.

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ARTICLE – IV

PAYMENT

4.1 **General:**

- i. The monthly performance report is required to adhere to satisfactory standards in order for the full payment of the invoice to be executed. Should DD (Revenue) express any concerns about the monthly performance report, a penalty will be proposed by DD (Revenue) in accordance with site conditions; if not, the invoice will remain unprocessed.
- ii. The concerned DD (Rev) shall assess the discrepancy between the number of overloaded trucks and the total count of trucks in the system-generated data, comparing it with the manual records of total vehicles and the number of challans issued for overloaded trucks, (in case of highways) which have been duly verified by the assigned Officer of NHMP/local police and the concerned DD (Revenue) prior to the processing of the monthly invoice. Should there be any discrepancies in the truck count, NHMP/local police and the concerned DD (Rev) will provide clarifications regarding the reasons for the mismatch in the monthly invoice.
- iii. The concerned DD (Rev/Maint) shall mention the collection and deposition of weigh stations (where applicable) along with the detail of truck traffic data and updated shortfall in the monthly invoices.
- iv. In the event that system-generated data is absent and manual truck traffic is included in the monthly invoice by the relevant DD (Rev), the concerned DD (Rev), in collaboration with the MIS-Tech section, shall provide the reasons for the incomplete data prior to the processing of the monthly invoice.
- v. DD (Rev)/ Maint concerned should provide the updated status of building, weigh equipment and other items of weigh station in the monthly invoice and at all times keep the assets of NHA maintained & inventory list updated.
- vi. In case of non-operational period then DD (Rev) concerned shall provide the reasons, establish the responsibility and what measures have been taken for resuming the weigh operations so far in the monthly invoice.
- vii. Revenue-Receipt Section shall timely intimate to Revenue-Operation section about shortfall status of each weigh station on National Highways after bank reconciliation for further contractual action(s) alongwith overall shortfall status of weigh stations, police fine, Toll plaza and no default certificate for further necessary action.

4.2 **Currencies of Payment:**

All payment due under the agreement shall be made in Pakistani Rupees to the OMC.

4.3 **Pakistan Tax Liabilities:**

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

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4.4 **Invoice and Payment Procedure:**

- i- The OMC shall furnish/submit invoice to Deputy Director (Revenue/Accts/Maints) concerned of the Region latest by 5th of each month. The Performance/Monitoring report issued by the concerned and authorized officer of NH&MP (where applicable), on monthly basis together with detail of overloaded fine collected (if applicable) along with real time system generated truck traffic weighing data (where applicable) will be attached with invoice.
- ii- Deputy Director (Revenue/Accts/Maints) concerned shall process monthly invoices with clear-cut recommendations along with the following verified documents: -
 - a) Monthly performance reports duly signed and stamped by DD (Revenue/Accts/Maints) concerned & authorized officer of NH&MP (where deployed).
 - b) Collection sheet along with bank statements duly signed & stamped by DD (Revenue/Accts/Maints) concerned and NH&MP Officer (where deployed)
 - c) System generated real time truck traffic weighing data (where applicable).
 - d) Calibration report and log book register of calibration duly signed & stamped by DD (Revenue/Accts/Maints) concerned.
 - e) Undertaking of salaries as per prevailing Labor Law on judicial stamp paper/stamp paper.
 - f) Prove of EOBI payments slip for key employees i.e. Manager, Weigh operators and Electrician.
 - g) System generated biometric/facial attendance of employees deputed at weigh stations.
- iii- Deputy Director (Revenue) concerned will forward the Invoices to Dy. Director (Rev-Operations) NHA-HQ after fulfillment of the above mentioned requirements (clause 5.3 ii, (a-g)) along with recommendations
- iv- Deputy Director (Revenue-Operations) shall process the invoice for seeking approval of the Member (Finance)/GM (Revenue) NHA-HQ, Islamabad as per SOPs and policies.
- v- Deputy Director (Revenue/Accts/Maints) shall be responsible to ensure round the clock weighing operation i.e 24/7 days and 365/year. In case of breakdown failure of weigh operation DD (Revenue/Accts/Maints) should immediately take action and write to OMC to resolve the issue. In case of non-operational period or violation then DD (Revenue) shall recommend penalty as mentioned in the services on weigh stations and penalties.
- vi- All due payments to the OMC shall be paid by NHA out of Road Maintenance Account within Forty-Five (45) days of receipt of invoice, provided no deficiency or observation is recorded.

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- vii- Attested copy of Tax invoice of the preceding month will be submitted by the OMC along with monthly invoice.
- viii- The invoices would be subject to all applicable taxes of the Government(s).
- ix- The OMC shall provide the system generated truck data of weigh station for reconciliation with each invoice. (where applicable)
- x- In case any weigh station develop defect which is beyond the repair and out of the scope of contract & shall remain continue for a longer period more than 7 days then DD (Revenue) concerned shall deduct the relevant portion of expenses in his invoice under intimation to GM (Revenue).

4.5 **Mode of Weigh Fine Collection:**

Weigh fine (if applicable) shall be imposed through a manual fine slips provided by NHA and will be collected in cash by OMC.

4.6 **Interest on Delayed Payment:**

In the event of failure of the NHA to make payment within Forty-Five (45) days of receipt of invoice, provided no deficiency or observation is recorded, the NHA may pay to OMC simple interest at the rate of Four percent (04%) per annum.

4.7 **Cash Deposit and Reconciliation:**

The OMC shall deposit overload fine (if applicable) within 48 hours (excluding Sunday bank & Public holiday) basis into approved bank(s) prescribed by NHA. If the OMC fails to deposit the collected revenues within prescribed time period, NHA shall charge interest at the prevailing commercial rates on the revenue which was not deposited by the OMC.

4.8 **Cash Less Collection:**

As per the Government drive for cash less economy, If the electronic/cashless system is installed during currency of contract, then fine imposition (if applicable) and collection would be shifted to electronic system.

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ARTICLE – V

IDEMNIFICATION AND LIABILITY

5.1 Management Contractor Responsibility:

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

5.2 Indemnification's by OMC:

- (a) OMC shall defend, indemnify and hold harmless NHA and each of the individuals that is now (or may in the future become) a member of NHA successors and assigns, and the officers, directors, agents, consultants and employees of any of the foregoing (collectively referred to as the "Indemnified Parties") from and against any and all claims, causes or action, suits, legal or administrative proceedings,

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damages, losses, liabilities, response costs and expenses (including, without limitation, attorneys' and expert witness fees and costs that may be incurred in connection with the enforcement of this paragraph) arising out of, relating to or resulting from:

- (i) The performance by OMC (or its employees, agents, officers or Subcontractors or any other persons for whom OMC may be contractually or legally responsible) of the Services or other duties or obligations set forth in this Agreement (including the SOS and the SOP Manual) or the failure to perform the Services in the manner herein required;
- (ii) The failure of OMC (or its employees, agents, officers or Subcontractors or any other persons for whom OMC may be contractually or legally responsible) to comply with any applicable law, rule, ordinance, regulation or statute in performing the Services or other duties or obligations set forth in this Agreement;
- (iii) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-know, copyright rights or inventions in performance of the Services or other duties or obligations set forth in this Agreement;
- (iv) Any act or omission of OMC (its employees, agents, officers, subcontractors or any other persons for whom OMC may be contractually or legally responsible), including, but not limited to, any act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property;
- (v) Any shortage of revenue collected in accordance with and to the extent provided in Section 6.3, and any theft or conversion of collected toll funds by employees of OMC, or arising out of the negligence of OMC;
- (vi) The assertion by any OMC, Subcontractor or other person that inconvenience, disruption, delay or loss has been caused all or in part by actions or interference of OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC (or its employees, agents, officers or subcontractors or any other persons for whom OMC may be contractually or legally responsible) to cooperate reasonably with such contractors, Subcontractors, or other persons.

- (b) Except to the extent permitted by law, the provisions of this Paragraph 6.2 shall not insure to the benefit of an Indemnified Party so as to impose liability on OMC for matters caused by the negligence of NHA, or so as to relieve NHA of liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the NHA may be contractually or legally responsible.

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- (c) If any claim shall be filed by an employees of OMC (or a subcontractor, anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable), the indemnification provisions set forth in this Paragraph 6.2 shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for OMC or a subcontractor or otherwise, under the terms of or as a consequence of any workers' compensation, as per the existing rules of OMC.

5.3 Liability for Failure to Collect Overload Fine:

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

5.4 No Effect on Other Rights:

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

5.5 Employer's Liability:

(i) Administrative Buildings:

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

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(ii) Reimbursement of Expenditure to OMC:

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

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ARTICLE-VI

TERMINATION ON DEFAULT; DISPUTE RESOLUTION, REMEDIES

6.1 Termination of the contract on default of OMC:

- i. The occurrence of the following events shall constitute an event of default of OMC under this Agreement (each such event being referred to herein as an “Event of Default”)
- ii. Delay or discontinuance of the Services by OMC to be performed pursuant to this Agreement,
- iii. Delay or inability by OMC to take over site for operations,
- iv. Poor performance of services, mis-behavior by the OMC,
- v. Attempt by OMC to assign its rights or delegate its obligations in contravention of the terms of this Agreement or execution by OMC of a Subcontract in violation of the terms of this Agreement,
- vi. Pursuant to termination, performance security will completely be forfeited without serving any prior notice and without entertaining any claim,
- vii. Failure by the OMC to perform any component of the Services in a manner acceptable to the Employer in its reasonable discretion, or failure by the OMC to otherwise perform its obligations under this Agreement or to comply with any terms or provisions herein set forth or in the Collector/ Operator of Services/ TOR.

6.2 NON-HANDING OVER OF POSSESSION BY NHA:

If NHA is unable to handover possession of Weigh Stations for performing the OM&M services under this Contract at the expiry of Bid Validity period or any extension agreed in this regard, then NHA or OMC may terminate this Agreement and deposited dues of OMC will be refunded.

6.3 RESOLUTION OF DISPUTES

If any dispute or difference of any kind whatsoever arises between the OMC and the NHA in connection with or arising out of the Agreement or performance of the job whether during the progress of the job or after its termination, the following steps to be followed;

- a. At first place the OMC will submit a notice within 15 days regarding the dispute to Employer representatives, the said notice/reference shall contain the cause of action, mentioning facts of the case and relief sought. In this connection following Dispute Resolution Committee has been constituted to resolve the issue by the employer:

Director (Revenue-Contracts)	:	Chairman
Director (Legal)	:	Member
Director (RAMD)	:	Member
Dy. Director (Revenue-Ops)	:	Member/Secretary

The committee will review the dispute on the basis of available record & facts. The committee will forward its recommendations within twenty-eight (28) days of the receipt of such notice, to Member (Finance) for perusal & approval. OMC shall be bound to deposit Fine amount (where applicable) in NHA designated bank account without any default/shortfall till its resolution.

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6.4 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 for prompt and expeditious resolution of the dispute.

6.5 Arbitration

If any dispute / claim raised and not concluded by the Dispute Resolution Committee, the case will be forwarded to Arbitrator. The Arbitrator proceedings shall be at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time.

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ARTICLE-VII

FORCE MAJEURE

7.1 General

Force Majeure means an event which is not caused by and is beyond the reasonable control of either Party and whose occurrence could not have been reasonably foreseen at the date of this Agreement by exercise of due diligence and which makes performance of this Agreement impossible in the sense or mode contemplated by the Parties or so impractical as to be considered so impossible under the new circumstances, and includes, but is not limited to war, invasion, riots, insurrection, civil commotion, acts of terrorism, unusual flood, major earthquake, volcanic activity, radiation or chemical contamination, ionizing radiation, explosions, serious epidemics, or any act of God.

7.2 Notice of Force Majeure

If either Party is unable to perform or fulfill any of its obligations under this Agreement, as a result of an event of Force Majeure, it shall give notice upon occurrence thereof to the other Party. Such notice shall describe the event or events and shall accompany proof of occurrence therewith.

7.3 Termination/Claim due to Force Majeure

Neither party shall by reason of such eventuality, be entitled to terminate this Agreement nor shall either party have any claim for damages against the other in respect of such non- performance for delay in performance, and deliveries under and/or performance of this Agreement shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist provided that if the performance in whole or part of any obligation under this Agreement is delayed by reason of any such eventuality for a period exceeding fifteen (15) days, the Parties shall meet and review in good faith the desirability and conditions of terminating this Agreement. This force Majeure clause is a qualified force majeure which is restricted to acts of GOD and acts of man vis-à-vis war, mob, blockades, which restricts/limits/constrains the operator to perform the contract. In case of force majeure as a result of acts of man documentary evidence would be required from the competent authority/firm.

7.4 Continuation of the Agreement

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

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ARTICLE – VIII
PERFORMANCE SECURITY AND INSURANCE

8.1 Issues of Performance Security and Insurance:

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

8.2 CERTIFICATE FOR RELEASE OF PERFORMANCE/WEIGH FINE SECURITY:

The Contract was signed between NHA & M/s _____ on date _____. It is certified that the said contract has been fully performed and there is no any obligation on the part of the contractor which is required to be fulfilled. Hence his performance/Weigh security may be released.

8.3 FORMS OF INSURANCE COVERAGE AND MINIMUM LIMITS:

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

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

- a. OMC shall obtain and maintain during the currency of contract, insurance for all its employees working at weigh stations against injury or death having a minimum coverage of Rs.1,000,000/-in case of death and Rs. 500,000/- for each case of injury/disability with unlimited number of incidents.
- b. The OMC shall insure all facilities and equipment (OM&M Project Weigh Station equipment, offices, residential buildings, all electrical/mechanical installations) handed over to OMC for performing services under this contract agreement against loss & damage at replacement value plus 25% and shall continue such insurance during the whole term.
- c. Third party Insurance for unlimited cases at Rs. 300,000/- for each case.
- d. The OMC shall insure the **CASH IN TRANSIT** from point of collection to their bank for an amount equal to 1.5 times the average fine collection (where applicable) to cover any revenue loss as NHA shall not entertain any claim in this regard.

8.4 RESPONSIBILITY FOR AMOUNTS NOT RECOVERED

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

8.5 NHA's Right to Remedy Breach by OMC:

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

The insurance coverage amount is given below:

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Sr. No	Location Name	Route	Insurance Coverage
1	Kotri (SB)	N-5	10,000,000
2	Rohri (NB&SB)	N-5	20,000,000
3	Petaro (NB)	N-55	10,000,000
4	Larkana/Ratodero (SB)	N-55	10,000,000
5	Pipri (NB)	N-5	10,000,000
6	Bhan Saeedabad (NB)	N-55	10,000,000
7	Sukkur Bypass (NB&SB)	N-65	20,000,000
8	Jamrud (NB)	N-5	10,000,000
9	Yarik (SB)	M-14/N-55	10,000,000

8.6 **EXCLUSIONS**

There shall be no obligation for the insurances to include loss or damage caused by:

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

8.7 **DAMAGE TO PERSONS AND NHA PROPERTY**

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

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

8.8 **THIRD PARTY INSURANCE (INCLUDING EMPLOYER'S PROPERTY)**

The OMC shall, without limiting his or the Employer's obligation and responsibilities, insure, in the joint names of the OMC and the Employer, against liabilities for death of or injury to any person or loss of or damage to any NHA property arising out of the performance of the Contract.

8.9 **CROSS LIABILITIES**

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

8.10 **ACCIDENT OR INJURY TO WORKMEN**

The Employer shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of the OMC, other than death or injury resulting from any act or default of the Employer, his agents or servants. The OMC shall

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indemnify and keep indemnified the Employer against all such damages and compensation, other than those for which the Employer is liable as aforesaid, and against all claims, proceedings, damages, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

8.11 INSURANCE AGAINST ACCIDENT TO WORKMEN

The OMC shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the Works.

8.12 COMPLIANCE WITH STATUTES, REGULATIONS

The OMC shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provisions of any National or State Statute, Ordinance, or other Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution and completion of the services.

8.13 INSURANCE COMPANY

The OMC shall furnish all insurances relating to the contract from insurance companies of AA++ rating by PACRA.

8.14 PROVISION OF INSURANCE COVERAGE

The OMC shall procure and submit the insurance coverage to NHA within a period of 07 days from the date of issuance of Acceptance Letter.

ARTICLE – IX

OBLIGATIONS OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

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

Notwithstanding any dispute between the Parties or any claim against the NHA, OMC shall hand over vacant and peaceful possession of the weigh station and the assets thereon to the NHA or its nominated representative in accordance with the terms and conditions as set out in this Agreement.

Any dispute between the Parties or any claims of OMC against the NHA shall not in any case entitle OMC to refuse or delay the transfer of the weigh stations to the NHA or its nominated representative.

Failure by OMC to so transfer the weigh stations site to the NHA or its nominated representative in accordance with the terms and conditions of this Agreement shall be treated as encroachment and unauthorized occupation by OMC and may be dealt with by the NHA under Chapter-III Section 12 of the National Highway Authority Act, 1991.

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ARTICLE – X

MISCELLANEOUS PROVISIONS

10.1 VARIATIONS IN WRITING

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

10.2 SUCCESSORS AND ASSIGNS

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

10.3 COOPERATION WITH REPRESENTATIVES

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

10.4 CONFLICT OF INTEREST

During the Term and for a period of one (01) year thereafter, no board member, officers or employees of NHA during his or her tenure or operator shall have any direct interest in this Agreement or any direct or material benefit arising there from.

10.5 SURVIVAL

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

10.6 LIMITATION ON THIRD PARTY BENEFICIARIES

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

10.7 PERMITS, LICENSES, etc.

Throughout the Term, OMC shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by OMC, shall pay all charges, fees and taxes, and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to NHA upon request.

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10.8 GOVERNING LAW

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

10.9 NOTICES AND COMMUNICATIONS

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

Notice shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing. All communication to NHA shall be sent to NHA at the address set forth as follows:

**General Manager (Revenue)
National Highway Authority,
28- Mauve Area G-9/1, Islamabad
Tel: 051-9260190**

Any notice or demand given, delivered or made by mail shall be deemed so given, delivered or made on the date of actual receipt.

10.10 INTERPRETATION

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.

10.11 SEVERABILITY

The invalidity or 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.

10.12 COMPUTATION OF PERIODS

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

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10.13 HEADINGS

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

10.14 COMPLIANCE WITH LAWS

OMC shall keep fully informed regarding, and shall fully and timely comply with all laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority that may affect those engaged or employed in the performance of this Agreement. OMC shall observe all rules and regulations of health officials.

10.15 AUDITS, INSPECTIONS AND TESTING

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

10.16 ENTIRE AGREEMENT

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

10.17 NON-RELIEF FROM ACCURED LIABILITY

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

10.18 ENTRY INTO EFFECT

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

10.19 STATUS OF OMC

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

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ARTICLE – XI

PENALTIES

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

- i. For non-performance with respect to performance indicators as set out in Conditions of Contract, Scope of services and Minimum service standards and below clauses the contractor shall be fined Rs. 100,000/-.
- ii. Black dot shall only be recorded on the proposition of DD (Revenue) concerned as per following: -
 - a) Non-operational period (on part of OMC)
 - b) Bribery/theft
 - c) Misbehavior (By OMC staff).
 - d) If the number of failures of delayed deposits increases beyond 4 times in a month excluding Sunday, bank & public holidays as per time stipulated in contract document, penalty of Rs. 150,000/- shall be imposed. This violation shall also lead to imposition of one black dot.
- iii. An un-approved operation will liable a penalty of Rs.100,000 per occurrence.
- iv. To submit monthly invoice to the office of GM (Revenue) by DD (Rev)/ Maint concerned on 10th of each month. No invoice will be entertained beyond this date without plausible reason. Further, penalty amounting to Rs. 100,000/- will be proposed by DD (Rev)/Maint concerned in case of delay on the part of OMC.
- v. Upon recording of any event of tempering in any form with the weighing system/equipment or its replacement without taking the prior approval of the Employer; will be treated as ground for imposing major penalty and also termination of Contract along with forfeiture of guarantees.
- vi. It is the duty of OMC to record all vehicle numbers and ensure that no overloaded vehicles are permitted on motorways; otherwise, a penalty of Rs. 100,000/- shall be imposed and this violation shall also lead to imposition of one black dot.
- vii. In addition to above conditions set forth, following criteria will determine contractor's default:-
 - a. On 1st occurrence Rs. 100,000 from performance security/monthly invoice will be deducted and one black dot will be marked.
 - b. On 2nd occurrence Rs. 200,000 from performance security/monthly invoice will be deducted and 2nd black dot will be marked.
 - c. On 3rd occurrence Rs. 300,000 from performance security/monthly invoice will be deducted and contract will be terminated and the firm shall be debarred from

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further bidding of NHA's work/services for a period of two years OR till clearance of default amount

- viii). On provision of occurrence report by General Manager/DD(Revenue) Concerned to GM(Revenue), then the decision to record black dots shall be taken by the GM (Revenue) NHA HQ and black dots shall be recorded by Director (R-O) NHA, HQ.
- ix). The written instructions given for a rectification of an emergency requirement within the specified period (normally 03 days) shall be considered as default on the part of the contractor.
- x) If two FIR's are consecutively lodged against the same weigh station, then contract shall be liable for termination along with forfeiture of security without prior notification.

Idle Charges of non-operational weigh station.

If contract awarded to operator and weigh station becomes non-operational due to any reason not limited to absence of NHMP/local police, non-functionality of weigh equipment, re-location of weigh station etc. then only 3x security guards in three shifts will be deployed at weigh station and accordingly their salaries will be paid after the recommendation of DD (Rev) concerned.

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LIST OF SERVICES ON WEIGH STATIONS

A-Detail of Staff

MINIMUM STAFF PER SHIFT	PENALTY
Minimum Staff detail as given in form BF-1	i) Non provision of minimum staff as required in three shifts and non-payment of salaries according to General applicable laws of Islamic Republic of Pakistan to the staff on the weigh station then Rs. 100,000 from invoice will be deducted and one black dot will be marked per month per person. Upon next occurrence Rs. 200,000 from invoice will be deducted and 2 nd black dot will be marked per month per person and warning letter will be issued. Upon 3 rd occurrence Rs. 300,000 from invoice will be deducted and contract will be terminated. ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.

Note: Staff must be deputed in three shifts.

B-Other Services

S.No.	Description	Services	Penalty
1.	Utilities (Electricity, Gas & Water).	Charges will be borne by OMC & paid bills will be submitted to Deputy Director (Revenue) with monthly invoice.	i) If utility bills are not paid by OMC within one month then Rs. 50,000 from invoice will be deducted and one black dot will be marked. If Utility bills are not paid upto next month then Rs. 100,000 from invoice will be deducted and 2 nd black dot will be marked and warning letter will be issued. If Utility bills are not paid upto 3 rd month then Rs. 150,000 from invoice will be deducted and contract will be terminated. Moreover, the cost of utility bills will also be deducted from the invoice of the OMC. ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.
2.	Calibration of weigh equipment	The Calibration of weigh equipment shall be done after every 90 days period in the presence of DD(Revenue) region alongwith its log book entry. The charges i.e Rs. 30,000/- per equipment will be borne by OMC. (where applicable). In case of incidental calibration the OMC shall pay Rs. 10,000/- per occurrence.	i) If OMC does not generate SRF for calibration of weigh station within 03 days after expiry of existing calibration certificate, then penalty of Rs. 10,000/- will be imposed on OMC and a black dot will also be marked and if SRF not generated within 01 week time then penalty Rs. 20,000/- will be imposed and 2 black dot will be recorded. ii) The penalty amount will be deducted from invoice or Performance Security of OMC.

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3.	Tickets/Challan Slips	The cost of Fine Chillan slip/OK slip Book printing etc shall be borne by OMC otherwise it will be deducted from the monthly invoice @ Rs. 10,000/- per equipment per month. (where applicable)	-Nil-
4.	Generator POL & RM	The cost will be borne by OMC	<p>i) If generators are not operated by OMC within two (02) days then Rs. 50,000 from invoice will be deducted and one black dot will be marked for 1st occurrence. For 2nd time Rs. 100,000 from invoice will be deducted and 2nd black dot will be marked and warning letter will be issued. If not operated 3rd time then Rs. 150,000 from invoice will be deducted and contract will be suspended till generator operation is ensured.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>
5.	Insurance of Weigh station & employees	The OMC will provide the insurance cover as per provisions of RFP and cost will be borne by OMC.	<p>i) If weigh stations are not insured by OMC within two weeks then Rs. 50,000 from invoice will be deducted and one black dot will be marked. If not insured after 4th week then Rs. 100,000 from invoice will be deducted and 2nd black dot will be marked and warning letter will be issued. If not insured after 6th week then Rs. 150,000 from invoice will be deducted and contract will be terminated.</p> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>

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6.	Repair/Maintenance of IT equipment	The operator shall be bound to carryout repair/maintenance as per clause 8.1 & 8.2 of TOR Section-V.	<p>i) The OMC shall be responsible for round the clock weighing operations i.e. 24/7 and 365/year. However, in case of breakdown/failure of weigh operations due to any defect/ fault related to hardware or software (except Force Majeure) accruing in the system, the OMC shall be responsible to resume the weigh operations within 48 hours and submit a report of the activity to NHA on the same day. In case of failure on the part of operator, the penalty shall be imposed on OMC at the following rates:-</p> <table border="1" data-bbox="906 577 1538 1016"> <thead> <tr> <th data-bbox="906 577 1043 622">Hours</th> <th data-bbox="1043 577 1538 622">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="906 622 1043 734">48-72</td> <td data-bbox="1043 622 1538 734">Rs. 50,000 from invoice will be deducted and one black dot will be marked.</td> </tr> <tr> <td data-bbox="906 734 1043 869">72 to 96</td> <td data-bbox="1043 734 1538 869">Rs. 100,000 from invoice will be deducted and 2nd black dot will be marked and warning letter will be issued</td> </tr> <tr> <td data-bbox="906 869 1043 1016">96 and beyond</td> <td data-bbox="1043 869 1538 1016">Rs. 150,000 from invoice will be deducted and 3rd black dot will be marked and final notice will be severed.</td> </tr> </tbody> </table> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC. Case for termination of contract shall be initiated by DD (Revenue) on third occurrence of black dot.</p>	Hours	Penalty	48-72	Rs. 50,000 from invoice will be deducted and one black dot will be marked.	72 to 96	Rs. 100,000 from invoice will be deducted and 2 nd black dot will be marked and warning letter will be issued	96 and beyond	Rs. 150,000 from invoice will be deducted and 3 rd black dot will be marked and final notice will be severed.
Hours	Penalty										
48-72	Rs. 50,000 from invoice will be deducted and one black dot will be marked.										
72 to 96	Rs. 100,000 from invoice will be deducted and 2 nd black dot will be marked and warning letter will be issued										
96 and beyond	Rs. 150,000 from invoice will be deducted and 3 rd black dot will be marked and final notice will be severed.										
7.	Repair/Maintenance of weigh building and Office furnishing.	Routine repairs on occurrence, white washing/Painting on annual basis and cost will be borne by OMC.	If the routine repairs/ white washing/Painting on annual basis not done by the operator then an amount of Rs 200,000 shall be deducted from his invoice/ Performance security.								
8.	Overloaded vehicles complaints.	To control the overloaded vehicles.	If any complaint alongwith documentary proof is received regarding any unauthorized permission given to overloaded vehicles by OMC through snap checking by NHA/NH&MP then OMC will be given opportunity to defend his stance within seven days failing which contract will be terminated immediately alongwith forfeiture of performance security.								

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9.	Repair/Maintenance and Services of CCTV cameras and 3G/4G Devices.	The operator shall be bound to carryout repair/maintenance as per clause 8.1 & 8.2 of TOR Section-V.	<p>i) The OMC shall be responsible for round the clock provision of network and weigh data communication through CCTV camera's (If installed) with Ops Centre NH HQ i.e 24/7 and 365/year. However, in case of failure related to network services or any interruption in weigh data communication with Ops Centre NHA (except force Majeure), the OMC shall be responsible to resume the se+rvice within 24 hours and submit a report of the activity to NHA on the same day. In case of failure the penalty shall be imposed on OMC at following schedule.</p> <table border="1" data-bbox="906 622 1524 1115"> <thead> <tr> <th data-bbox="906 622 1066 689">Hours</th> <th data-bbox="1066 622 1524 689">Penalty</th> </tr> </thead> <tbody> <tr> <td data-bbox="906 689 1066 813">24-48</td> <td data-bbox="1066 689 1524 813">Rs. 50,000 from invoice will be deducted and one black dot will be marked.</td> </tr> <tr> <td data-bbox="906 813 1066 969">48 to 72</td> <td data-bbox="1066 813 1524 969">Rs. 100,000 from invoice will be deducted and 2nd black dot will be marked and warning letter will be issued</td> </tr> <tr> <td data-bbox="906 969 1066 1115">72 and beyond</td> <td data-bbox="1066 969 1524 1115">Rs. 150,000 from invoice will be deducted and 3rd black dot will be marked and final notice will be severed.</td> </tr> </tbody> </table> <p>ii) The penalty amount shall be deducted from invoice or Performance Security of OMC.</p>	Hours	Penalty	24-48	Rs. 50,000 from invoice will be deducted and one black dot will be marked.	48 to 72	Rs. 100,000 from invoice will be deducted and 2 nd black dot will be marked and warning letter will be issued	72 and beyond	Rs. 150,000 from invoice will be deducted and 3 rd black dot will be marked and final notice will be severed.
Hours	Penalty										
24-48	Rs. 50,000 from invoice will be deducted and one black dot will be marked.										
48 to 72	Rs. 100,000 from invoice will be deducted and 2 nd black dot will be marked and warning letter will be issued										
72 and beyond	Rs. 150,000 from invoice will be deducted and 3 rd black dot will be marked and final notice will be severed.										
10.	Failure to deposit revenue after grace period	Refer Clause 5 sub clause (iii) of COC Chapter-V.	<p>i) Contract will become liable for termination</p> <p>ii) Attachment of property/bank account</p> <p>iii) Recovery by DM as arrears of land revenue.</p> <p>iv) Registration of Criminal Cases for recovery of Government dues.</p>								

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CONTRACT AGREEMENT FORM

THIS CONTRACT AGREEMENT made on the _____ day of 2026 between **National Highway Authority, "Employer"** 28- Mauve Area G-9/1 Islamabad and M/s..... addressed hereinafter called "the OMC".

WHEREAS the Employer following the due procurement process, has accepted the OMC's bid of **Rs.** _____ per month to be paid to the OMC. The contract is for the period ending 30th June, 2027, irrespective of its date of commencement. The Contract is for OM&M service of Weigh Station by OMC strictly in line with the requirement of Employer as set out in the contract documents.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

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

In consideration of the payments to be made by the Employer to the OMC as hereinafter mentioned, the OMC hereby covenants with the Employer to provide the services in conformity in all respects with the provisions of the Contract.

The Employer hereby covenants to pay the OMC, in consideration of performing the services, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signature of the OMC

Signature of Employer

(Seal)

(Seal)

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

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(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

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**JOINT VENTURE AGREEMENT
FOR
OM&M OF WEIGH STATION PACKAGE NO.-----**

This Joint Venture (JV) is made on -----day of 2026 by and between M/s. address..... (Lead Firm) with M/s..... (JV Partner Firm) address..... The above companies are hereinafter also referred to separately as "Party" and collectively as "the Parties".

WHEREAS,.....(Lead Firm Name) and (JV Partner Name) have jointly been selected by National Highway Authority, Islamabad (hereinafter called "Employer/NHA") for providing Name of Services....., (hereinafter called the "Project") as per following details:

M/s. as Lead Firm
M/s. as JV Partner Firm

NOW THEREFORE PARTIES AGREED AS FOLLOWS:

1. M/s..... shall be the lead member through Mr., Designation..... of M/s for executing the services.
2. M/s..... (JV Partner Name) shall act as JV Member to M/s.....(Lead Firm Name) for executing the services.
3. M/s.....(Lead Firm) will be responsible for all dealings with the Employer on behalf of the Joint Venture.
4. Share of the Members shall be as follows:
 - a) M/s.....
 - b) M/s.....
5. The Lead Partner will be responsible for presenting the invoices to the Employer and maintaining Project account.

In case of audit of Operators' accounts by the auditors, respective Members will be responsible to provide necessary details, documents or other information as required by the auditors.

Lead Partner shall be responsible for the quality assurance. He shall point out any shortcomings related to the concerned Deputy Director (Revenue/Maintenance) and request for their replacement in timely manner.

Each Partner will be responsible for his company and his Employees income tax, any other tax and fee levied by the Government from time to time in consequence of performance of this work.

6. All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract and the composition as the constitution of the joint venture shall not be altered without the prior consent of the Employer.
7. This Agreement shall not be used as reference of instrument for imposing or influencing the Employer for any likely distraction from and modification to their standard and established practice set forth in the contract agreement.
8. The Contract Agreement shall be effective upon signing of this Joint Venture Agreement by all the Members.
9. The Members shall make every attempt to resolve in an amicable way all differences concerning the interpretations of this Agreement and the execution of the work. Any dispute or disagreement which cannot be resolved by the Members and any controversy, claim or dispute otherwise arising out of or in

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connection with this Agreement or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Act 1940 of Pakistan.

Arbitration proceedings shall be held in English language at Islamabad.

IN WITNESS WHEREOF, this JV Agreement is prepared, executed, signed and witnessed by the Parties hereto, on the day, month and year as written herein above.

For and on behalf of M/s..... (Lead Firm)

Authorized Representative

Witness

Signature:

Signature:

Name:

Name:

Designation:

Designation:

For and on behalf of M/s..... (JV Partner)

Authorized Representative

Witness

Signature:

Signature

Name

Name:

Designation:

Designation:

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STANDARD FORM OF WEIGH SLIP

Serial No. _____

Weigh Slip

Name of weigh Station: _____

Name of OMC: _____

Name of Driver: _____

Vehicle No. _____

Gross Weight: _____ Tons

Over loading: _____ Tons

Amount of Fine: Rs. _____

Date & Time: _____

OMC Authorized person

Name: _____

Signatures: _____

OMC Stamp

NH&MP

Name: _____

Signatures: _____

OMC Stamp

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

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INVENTORY OF WEIGH STATIONS AND HANDING/TAKING OVER FORM.

WEIGH STATION EQUIPMENT

Description	Specification
<u>Specification of Weigh Equipment</u>	
Type of Weigh Stations ASTM Type I.II.III or IV	Type IV
Time required to weigh a truck(Seconds)	5km/h --- 20km/h
Accuracy as per ASTM	+/- 2%
Weigh Measurement Procedure (Axle Group and GVW)	ASTMEI 318-09 Code: 1 for Front Axle 2 for Rear Axle 3 for Tandem Axle 4 for Triple Axle
Automatic Vehicle Classification System (AVC), System Must identify Truck Type Automatically and Its Legal Load Limits as per Type Given by Employer	Front Axle = 5500 kg Rear Axle = 12000 kg Tandem Axle = 22000 kg Triple Axle = 32000kg
Size Measurement Sensor	LxWxH: 2000x5.2x5.8 cm Qty: 8
Connectivity of weigh equipment computer at site and subsequent to ops center	Available, RS232 & TCP
Capacity of weigh scale Measurement (Tons per Axle)	0.5 – 40 tons
Capacity of weigh scale frame (Tons) and Material	100 tons, Quartz
Temperature Range of operations in Celsius	Range: -10°C~40°C
Manufacturer's Test Certificate (Available/Not Available)	Available
Weigh scale Software capable of recording / storing / Archiving of Data of all Truck Traffic weighed at site and connectivity with operational center through VSTA and optical fiber	30 GB
Lightning and Earth / Ground protections (Available / Not Available)	Available
CCTV Facility Make / Model of Camera Pixels	Dahua/DH-SD6CE230U-HNI, 1/ 2.8” 2Megapixel STARVIS TM CMOS. Powerful 30x optical zoom. starlight technology . Max. 50/60fps@1080p. Auto-tracking and IVS – IR distance up to 200m. Support PoE+ . IP67,IK10
<u>Specification of Computer</u>	

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Make/Model	GW5020
Processor	Intel i5-4430
RAM Capacity	4GB DDR3
Display Capacity	256M
Hard Drive Capacity	1TB
Operating System with version	Windows _7_ professional _ 32bit
Weighing software with version	Toll lane system V2.0.1
<u>Specification of Led Monitor</u>	
Make/Model	Dell 1917S
Size (Inch)	19
<u>Specification of ANPR</u>	
Make/Model	DHI-ITC302-RUIA-HL
Backup capacity	Backup in Equipment Room NVR
<u>Specification of AUTO Barrier</u>	
Make/Model	Tran Speed/K9R
<u>Specification of Fee display</u>	
Make/Model	GOWIN/GW5030
<u>Specification of Switch</u>	
Make/Model	Ruijie/RG-S2928G-E V3

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

Handing over by

Name: _____

Signature: _____

Stamped: _____

Taking over by

Name: _____.

Signature: _____.

Stamped: _____.

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**BID FORM FOR PERMANENT WEIGH STATIONS ON
NATIONAL HIGHWAY**

General Manager (Revenue),

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

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

Rate Quoted by OMC per month:

In Figures: _____

In words: _____

2. As a security for due performance of the undertaking and obligations of this bid, we submit herewith a Bid Security in the amount of **Rs. 2,000,000/-** against each weigh station package drawn in your favor or made payable to you and valid for a period equal to the period of validity of Bid.
3. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.
4. If our Bid is accepted, we will promptly submit the Performance Security for the due performance of the Contract, in the amount and form as prescribed by the Employer in bidding documents.
5. We agree to remain committed to this Bid for a period of One Hundred and Eighty (180) days from the date fixed for Bid opening under Clause-11 of the IFB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
7. We understand and accept that you are not bound to accept the lowest bid as the most advantageous bidder 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: _____

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Minimum Staff Requirement for 01 Permanent Weigh Station

Sr. No.	Position	Qualification and Experience	Number of Staff Required for 01 Permanent Weigh Station	
			Staff Per shift	Total staff required per weigh station
1	Manager	Intermediate/Graduate with 5 years proven/documented experience of management of Weigh Stations	01 (all shift)	01
2	Weigh Operator	Intermediate with Certificate in Computer Programs	01 (per shift)	03
3	Electrician	DAE (Electrical) with 3 years of proven/documented experience as electrician at Weigh Stations	01 (all shift)	01
4	Flag Man	Un-Skilled	02 per shift	06
5	Security Guard (To be hired from registered firm with license arm)	Un-Skilled	01 (all shift)	03
6	Sweeper	Un-Skilled	01 (all shift)	01
Total			07	15

Note:

- i. three shifts except Electrician and Sweeper.*
- ii- Manager is responsible for managerial activities.*
- iii- All staff must have a valid CNIC.*

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Minimum Staff Requirement for 02 Permanent Weigh Stations

Sr. No.	Position	Qualification	Number of Staff Required for 02 Permanent Weigh Stations	
			Staff Per shift	Total staff required for 02 Weigh Stations
1	Manager	Intermediate/Graduate with 5 years proven/documentated experience of management of Weigh Stations	01 (all shift)	01
2	Weigh Operator	Intermediate with Certificate in Computer Programs	02 per shift	06
3	Electrician	DAE (Electrical) with 3 years of proven/documentated experience as electrician at Weigh Stations	01 (all shift)	01
4	Flag Man	Un-Skilled	04 per shift	12
5	Security Guard (To be hired from registered firm with license arm)	Un-Skilled	02 per shift	06
6	Sweeper	Un-Skilled	01 (all shift)	01
Total			11	27

Note:

- i. Staff must be deputed in three shifts except Electrician and Sweeper.*
- ii. Manager is only responsible for managerial activities.*
- iii. All staff must have a valid CNIC.*

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(Breakdown of Salary Rates for Staff)

Package No. _____

Position	Basic Salary per Month*	Social Charges (% of 1)	Basic Salary + Social charges (1+2)	Overheads (% of 3)	Sub-total (3+4)	Field Allowance (% of 1)	Rate per Month Per Staff for Field Work (5+6)	Total No. of Staff required for 3 shifts	Rate to be used in Financial Bid Form (7 X 8)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Manager									
Weigh Operator									
Flag Man									
Electrician									
Security Guard									
Sweeper									
Total									

***Basic Salary must be as per prevailing Labor Laws. In case of non-compliance bid shall be declared non-responsive.**

All column must be filled carefully and no column shall be left unfilled. In case of non-compliance bid shall be declared non-responsive.

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(REPAIR & MAINTENANCE CHARGES)

Sr. No	Description	Cost per Month for one Permanent Weigh Station (Rs)	Nos. of Weigh Stations	Total Cost per Month (Rs)	Remarks
1	Repair/Maintenance of IT Equipment, CCTV Cameras, NVR, 3G/4G Device Biometric etc. (L.S)				As per Relevant clause of TOR.
2	Repair/ Maintenance/Cleaning of weigh station Building and its vicinity etc. (L.S)				i. White wash once a year. ii. Repair & Maintenance electrical items/wiring. iii. Repair & Maintenance of drainage/plumbing. iv. Landscaping.
4	OMC Overhead and Profit				(.....% of Sr1+Sr 2)
3	Provision and installation and commissioning of biometric attendance machine (PS)			Rs. 40,000/-	Installation, operation and maintenance of the machine is the responsibility of the OMC. After expiry of contract the machine shall be handed over to NHA being its property.
	Total				

Note: If any expensive item (s) such as Supaweigh Cards, LCIC Cards, Scale Frames/Plates, Load Cells, Weigh Indicators (where applicable) etc. are damaged during currency of contract at site then the OMC will be bound to replace at his own cost with the item from approved OEM list in the TSP contract list.

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Direct (Non- Salary Costs)

Sr. No	Description	Unit	Cost per Month for one Permanent Weigh Station (Rs)	No. of Weigh Stations	Total Cost per Month (Rs)	Remarks
1	Utility Charges (Gas, Electricity, Internet, Water, etc)*, **	L.S				As per Relevant clause of RFP.
2	Generator POL including R&M(<i>log book will be maintained and provided with monthly invoice</i>)	L.S				As per Relevant clause of RFP.
3	Insurances (all type)	L.S				As per Relevant clause of RFP.
4	OMC Overhead & Profit	L.S				(.....% of Sr1+Sr 2+ Sr 3)
Total		L.S				

* Pursuant to ITB the bidders are advised to survey the site for all relevant information including utility bills to quote their bid.

** In case of non-availability of WAPDA electricity/supply/connection the OMC will be bound at his own cost to install Solar system of appropriate size to keep the weigh station facility operational 24/7. This solar system shall become the property of OMC.

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SUMMARY COST FOR PERMANENT WEIGH STATION(S)

Bill No.	Description	Amount (Rs.)
Bill No. 1	Salary Cost quoted by the Bidder	
Bill No. 2	Repair and Maintenance Charges quoted by bidder	
Bill No. 3	Non-Salary Cost quoted by the Bidder	
Total Amount in Words (Rs.) (Bill No.1+Bill No.2+Bill No.3)		
Total Amount in Figures		

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