



NATIONAL HIGHWAY AUTHORITY
Ministry of Communications
Government of Pakistan



REQUEST FOR PROPOSAL

FOR

**OPERATION & MANAGEMENT OF
MOBILE WORKSHOPS, RECOVERY VEHICLES,
TRUCK MOUNTED MECHANICAL SWEEPER,
CRANE LIFTER 25 TON DUMPER TRUCK 5 TON TRACTOR
WITH BUCKET, SWEEPER/SANITARY WORKER, TRACTOR
LOADER & MECHANICAL ROAD WASHER ON IMDCW (N-75)**

For the Period up to 30th June 2027

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OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL CARRIAGEWAY
(IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

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(IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

LETTER OF INVITATION (LOI)

ALL PROSPECTIVE BIDDERS

OPERATION AND MANAGEMENT OF MOBILE WORKSHOPS, RECOVERY VEHICLES TRUCK MOUNTED MECHANICAL SWEEPER, CRANE LIFTER 25 TON DUMPER TRUCK 5 TON TRACTOR WITH BUCKET, SWEEPER/SANITARY WORKER, TRACTOR LOADER & MECHANICAL ROAD WASHER ON IMDCW (N-75)

1. National Highway Authority (NHA) invites bids from prospective bidders who can prove their eligibility and qualification as mentioned in the Bidding Documents for the subject assignment.

No. of Mobile work shops	No. of Recovery Vehicles	Truck Mounted Mechanical Sweeper	Truck Mounted Crane Lifter 25 Ton	Dumper Truck 5 Ton	Tractor with Bucket	Sweeper/Sanitary Worker	Tractor Loader (Tractor 50 HP)	Mechanical Road Washer
04	02	01	01	01	01	20	01	01

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-4 as "Operator" in category O-4 or above with Specialization Code of EE11(xiii) (FOR OPERATION & MANAGEMENT OF TOLL PLAZAS; WEIGHT STATIONS; MOBILE WORKSHOPS; FINE COLLECTION;
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 **24th February, 2026** for downloading free of cost.
8. Bidders are also advised to follow the NHA website for updates of bidding schedule and addendums (if any).

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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 **10th 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. 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).
14. 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 provision of Operation and Management (O&M) of Mobile Workshops, Recovery Vehicles Truck Mounted Mechanical Sweeper, Crane Lifter 25 Ton Dumper Truck 5 Ton Tractor with Bucket, Sweeper/Sanitary Worker, Tractor Loader & Mechanical Road Washer On IMDCW (N-75) for a period ending 30th June, 2027. 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, SMC, individual bidders who have a valid Registration with Pakistan Engineering Council (PEC) as “Operator” in category 0-4 or above with Specialization Code of EE11(xiii) (FOR OPERATION & MANAGEMENT OF TOLL PLAZAS; WEIGH STATIONS; MOBILE WORKSIHOPS; 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-4** 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.

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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.

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 state below, and should be read in conjunction with any Addendum issued.

- Instructions to Bidders,
- Conditions of Contract: Articles I to X,
- 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)

8.2 The Bid Security shall be, in the form of Bank Draft/Pay Order issued by a Scheduled Bank in Pakistan in favor of the **“Road Maintenance Account, National Highway Authority, Islamabad”** valid for a period Ninety (90) days beyond the bid validity date.

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- 8.3 The Bid Security is required to protect the Employer against the risk of bidder's conduct which would warrant the security's forfeiture.
- 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.
- 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) lowest 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 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

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11. One Bid Per Bidder

Each bidder shall submit only one bid either by himself, or as a partner in a joint venture in 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:
- 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 Allied Services 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.

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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.
- (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.

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Sr#	Category	Description	Points	Max Point
1	PEC Registration	O-A & O-B	30	30
		O-1 & O-2	20	
		O-3 & O-4	10	
2.	Bidder's Organizational Setup	• Public listed Company/SECP registered Company/Pvt. Ltd Company	20	20
		• Firm	15	
		• Sole Proprietor	10	
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)		35
		50-75 Million	25	
		75-100 Million	30	
		Above 100 Million	35	
4.	Experience	Relevant Experience of O&M of Allied Services on Motorway/Highway up to 30.06.2025 for 05 years.	02 point per year	10
		General Experience of Operational Services up to 30.06.2025 for 05 years.	01 point per year	05
Total Marks				100
Minimum qualifying marks **				65

Notes:

1. The Bidder/JV who achieves **65% marks** or more in total score shall be consider "Technically qualified" and consider for next stage of procurement i.e. financial bids opening.
2. The Bidder/JV who achieves less than **25 score** in sub-criteria "**Financial Strength**" shall be considered technically disqualified irrespective of score in other sub-criteria and overall scoring.
3. 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.
4. The JV must collectively meet the minimum average Turnover required for the last three years.

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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17.2 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, qualified to satisfactorily perform the Contract. The most advantageous bidder shall be the substantially responsive lowest evaluated bidder/JV.

18.2 The bidder will quote fix rates for the Operation & Management of Mobile Workshops, recovery vehicles and ambulances as per the bid forms.

18.3 If the first most advantageous bidder fails to respond to Letter of Acceptance, his bid security will be forfeited and Package will 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 Package will be offered to 3rd most advantageous bidder. In case the 3rd most advantageous bidder doesn't respond, his bid security shall also be forfeited.

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.

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

20.1 The Employer reserves the right to accept or reject any or 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").

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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.

22. Performance Security

The successful bidder shall furnish to the Employer the Performance Security in the form and the amounts stipulated in the Bid Data Sheet within a period of Seven (07) days after the receipt of Letter of Acceptance.

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:
OPERATION AND MANAGEMENT (O&M) OF MOBILE WORKSHOPS, RECOVERY VEHICLES, TRUCK MOUNTED MECHANICAL SWEEPER, CRANE LIFTER 25 TON, DUMPER TRUCK 5 TON, TRACTOR WITH BUCKET, SWEEPER/SANITARY WORKERS, TRACTOR LOADER & MECHANICAL ROAD WASHER ON IMDCW (N-75)
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 X)
 - 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: **02th March, 2026** at 1100 Hours in NHA Auditorium, Islamabad
8. Bidding will be held on **10th March, 2026** Hours at 1100 Hours NHA HQ

9. Performance Security

Amount: Rs.10,000,000/- (Rupees Ten million)

Form: Bank Draft/Pay order in favor of “Road Maintenance Account, National Highway Authority, Islamabad”

The performance 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 security shall be valid until 90 days beyond the expiry of the Contract.

10. Description of Vehicles for Allied Services.

S#	Description	No of Vehicles	Type of Vehicle	Model
1	Mobile workshop	04	Faw with hood or equivalent	Not less than 2022
2	Recovery Vehicle	02	Mazda or any equivalent	Not less than 2022
3	Truck Mounted Mechanical Sweeper	01	Tractor (50 hp) along with Trolley and Broomer	Excellent Running Condition
4	Truck Mounted Crane Lifter 25 Ton	01	Truck Mounted Crane capacity 25 Ton	Excellent Running Condition
5	Dumper Truck 5 Ton	01	Dumper Truck capacity 5 Ton	Excellent Running Condition
6	Tractor with Bucket	01	Tractor with Bucket	Not less than 2022
7	Tractor Loader (Tractor 50 HP)	01	Tractor Loader with Tractor capacity 50 HP	Not less than 2022
8	Mechanical Road Washer	01	Mechanical Road Washer	Excellent Running Condition

11. Period of Completion of Contract Agreement:

The contract is valid for a period upto 30-06-2027 from the date of commencement.

14. Completion of Handing / Taking Formalities

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

TERMS OF REFERENCE (TOR)

Purpose:

1. Provision Operation & Management of Mobile Workshops, Recovery Vehicles Truck Mounted Mechanical Sweeper, Crane Lifter 25 Ton Dumper Truck 5 Ton Tractor With Bucket, Sweeper/Sanitary Worker, Tractor Loader & Mechanical Road Washer On IMDCW (N-75) is aimed to provide facility to stranded motorists on N-75 as stopping and repairing on Motorways is not allowed. The commuters on Motorways face serious difficulties especially due to tyre puncture, exhaustion of fuel, electrical fault, broken fan belt, hose pipe and radiator leakage etc. As a result, the traffic on Motorways faces problem. The provision of Mobile Workshops and Recovery Vehicles is therefore felt necessary by NHA where emergency repair facility be provided to the E-35 users in all respect.

Methodology:

1. The Operator shall provide, operate and manage round the clock the Mobile Workshops and Recovery Vehicles for the convenience of the road users. No service charges will be charged from the road users.
2. The Operator, to carry out the said services, shall provide Hyundai Shahzor vehicles or any equivalent vehicle having same engine power or above and ensure that none of the vehicle will be CNG Operated. The Operator shall also make necessary arrangements to carry Additional Fuel about fifty (50) liters each petrol & diesel with each Mobile Workshop to attend the vehicles, requiring re-fueling.
3. The Operator shall provide towing services to defective vehicles free of cost. The Operator shall tow the defective vehicle to the nearest interchange or service area, if the vehicle cannot be put on road by either providing at the spot service such as tyre puncture, starting trouble, small electrical/ mechanical fault etc.
4. Mobile Workshop and Recovery Vehicles shall be properly marked with the Logo and Insignia of the NHA for identification. The Operator will fix the communication system in the vehicle to coordinate with NH & MP & NHA, in case of breakdown of commuters as well as Operator's vehicle.
5. The Operator shall be responsible to provide backup service for 24/7 hours for Operation, Management Services without any extra charges.
6. The Operator shall prepare the register duly signed by AD/DD (Revenue) Concerned / NH&MP having page number and according to format specified at Annex-I.
7. If Operator fails to provide backup facility for round the clock (24 hours) Operation & Management Service, than following actions shall be taken accordingly:-

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- (i) For poor performance of Service of Mobile Workshops and/or Recover Vehicle, a penalty may be imposed at the rate of 0.5 percent per day upto a maximum of 20% of the Contract Value of that Workshop and/or Recovery Vehicle whose performance is found unsatisfactory.
- (ii) The response time for reaching to an emergency place will not be more than 30 minutes, if already not committed.
- (iii) The Operator shall be responsible for twenty four (24) hours Operation, Management Services during the contract period with no justification of breakdown. In case of delay in allowable response time, the penalty shall be imposed as detailed below:

	Time	Rupees
A	30 to 60 minutes	25% of day's charges
B	61 to 90 minutes	50 % of day's charges
C	91 to 120 minutes	100% of day's charges

8. If the operator fails to keep the stock of equipment, minimum required trained staff , or if there is any complaint against the Mobile Workshop and / or recovery vehicle by a commute or NH&MP, appropriate penalty may be imposed which can be upto 30% of the monthly invoice.
9. The Operator will provide Manpower, Equipment (**including wireless sets**) and other resources. The cost of all expenditure made under such cost but not limited to POL, vehicle maintenance, manpower, uniform and accommodation/ food/ medication etc. shall be borne by Operator.
10. Any loss/ theft due to any reason shall be made good by the Operator.
11. In case of change of length of beat upto 10 km by NH & MP, no extra claim would be entertained, in any case.
12. The Operator will ensure that the duty hours for their employees shall be for **08 (Eight)** hours and in **03 (three)** shifts for recovery vehicles and mobile workshops.
13. The Operator will ensure that salary to be paid to their employees shall be as per prevailing Labour laws.
14. The uniforms shall be approved from designated NHA's Officer as per **Article-II, Clause 2.2.**
15. The operation of Mobile Workshop & Recover Vehicles and other allied services vehicles will be supervised by Dy. Director (Revenue) or an officer not less than BPS-17 nominated by employer.
16. The following and any other equipment demanded by NH&MP authorities should be made available in each Mobile Workshop to make them beneficial for the commuters. The operator will also ensure availability of price list of spare parts

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in each Mobile Workshop duly verified by NH&MP and NHA representative. The rate list shall be displayed at prominent place i.e. on inner side of rear screen glass.

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

17. Staff may be imparted refresher courses from recognized workshops and recovery vehicles once every six months.
18. Staff should be qualified and at least one year experience in their relevant field from recognized training centers and also one year experience in well reputed workshops. The Auto Mechanic on duty in every shift must have valid driving license.

19. Each Mobile Workshop and Recovery Vehicle must work in close coordination with NH & MP.
20. The CNICs of Mechanics and other staff should be verified by NH & MP authorities.
21. The Experience Certificate of Auto Mechanics should be verified by NH & MP authorities.
22. Each Mobile Workshop and/or Recovery Vehicle is to be operational 24 hours by Operator with 08 (Eight) hours shift and the 03 (Three) shifts per day along with but not limited to the following category of staff:

a. **Staff for Mobile Workshop**

Designation
Driver
Auto Mechanic cum Electrician

b. **Staff for Recovery Vehicle**

Designation
Recovery operator / Driver
Auto Mechanic cum Electrician

c. **Staff of Truck Mounted Mechanical Sweeper**

Designation
Driver
Helper

d. **Staff of Truck Mounted Crane Lifter 25 Ton**

Designation
Driver
Helper

e. **Staff of Dumper Truck 5 Ton**

Designation
Driver
Helper

f. **Staff of Tractor with Bucket**

Designation
Driver
Helper

g. **Staff of Sweeper/Sanitary Worker**

Designation
Sweeper/Sanitary Worker

h. **Staff of Tractor Loader (Tractor 50 HP)**

Designation
Driver
Helper

i. **Staff of Mechanical Road Washer**

Designation
Driver
Helper

Along with this a spare shift will be managed to accommodate emergency/leave vacancies of staff at the cost of OMC.

23. The contract is valid for a period Upto 30th June 2027 from the date of commencement.
24. Each vehicle will have its own log book maintained, highlighting the number of kilometers travelled each day, fuel consumed each day and record of routine maintenance. The log book should be available in the vehicle at all times and should be presented at request for monthly invoicing.
25. Monthly invoice of the operator shall be released on issuance of satisfactory performance report by the NH&MP staff of concerned beat/section (if applicable).
26. Employer may terminate the contract at any time during the currency of contract upon un-satisfactory performance or any other reasons thereof.

Mechanized and Manual Sweeping & Cleaning

Keeping the Murree expressway N-75 clean is more than an aesthetic need it's a functional necessity.

1. Safety Concerns

Accumulation of sand, gravel, or oil on road surfaces reduces tire grip, increasing the risk of skidding and rollover accidents. This is especially dangerous on curves, inclines, and entry/exit ramps.

2. Drainage System Integrity

Unclean surfaces block roadside drains and culverts, especially in monsoon season. Stagnant water damages asphalt, creates potholes, and leads to road closure due to flooding.

3. Road Surface Preservation

Grime, oil, and chemicals deteriorate road material over time. Routine sweeping extends road lifespan and reduces the need for frequent repairs.

4. Urban Environment Standards

As Murree grows into a global megacity, international investors, diplomats, and trade delegations use infrastructure like the IMDCW Expressway. Cleanliness reflects civic discipline and governance capability.

SPECIFICATIONS FOR MECHANIZED AND MANUAL SWEEPING / CLEANING OF IMDCW N-75

5. Equipment & Manpower Requirements

Item	Quantity	Coverage / Notes
Mechanical Mounted Broomer/Sweeper	1 Nos.	Broomer would covers 53 km of expressway (covering north side and south side) twice a week. Depending upon season variability
Sweepers (Manual)	20 Nos.	Each sweeper will cover 5.3 km of expressway (one way)
Mechanical Road Washer	1 Nos.	Washer to cover 53 km of expressway both North and South

6. Scope of Work

- **Routine Cleaning**
 - Removal of dirt, debris, and garbage from
 - The carriageway, shoulders, and side drains.
 - Immediate removal of oil spills, dead animals, and any hazardous material from the road surface.
- **Daily Maintenance**
 - Sweeping and washing of the expressway surface, including cat eyes/road studs, on a daily basis.
- **Post-Adverse Weather Cleaning**
 - Immediate cleaning following:
 - Dust storms
 - Rainfall
- **Emergency Cleaning Response**
 - Prompt removal of:
 - Debris
 - Dead animals
 - Fallen trees or branches
 - Any obstruction posing a threat to traffic flow or safety.

Truck Mounted Mechanical Sweeper

7. Background

The Islamabad–Murree Dual Carriageway (N-75) is a vital national highway linking Islamabad with Murree and serving heavy tourist and commercial traffic. Due to mountainous terrain, sharp curves, steep gradients, high rainfall, and seasonal traffic surges, the road experiences accumulation of dust, silt, sand, leaves, gravel, and debris.

To enhance road safety, maintain pavement performance, improve skid resistance, and ensure environmental cleanliness, the Employer intends to procure and commission a Truck Mounted Mechanical Sweeper for regular and emergency sweeping operations.

8. Objectives

The objectives of this procurement are:

- To supply one (01) Truck Mounted Mechanical Sweeper.
- To ensure efficient sweeping of carriageway, shoulders, medians, and lay-bys.
- To improve visibility of road markings and signage.
- To reduce accident risks associated with loose debris.
- To enhance operational efficiency of highway maintenance.

9. Scope of Work

The Contractor shall:

1. Supply one (01) Truck Mounted Mechanical Sweeper complete in all respects.
2. Deliver the equipment at designated NHA location.
3. Carry out inspection, testing, installation, and commissioning.
4. Provide operator and maintenance training to staff

10. Technical Specifications

The Truck Mounted Mechanical Sweeper shall meet or exceed the following minimum requirements:

11. Chassis

- Truck-mounted configuration.
- Minimum GVW: 5-10 Tons.
- Diesel engine compliant with Pakistan emission standards (Euro V preferred).
- Suitable for mountainous terrain and sustained uphill operation.
- High torque engine output.

12. Sweeping System

- Mechanical broom sweeping system.
- Dual operated side brushes.
- Central cylindrical broom.
- Adjustable brush pressure control.

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CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- Sweeping width: Minimum 1–2 meters.
- Sweeping speed: 3–10 km/h.
- Suitable for removal of sand, dust, gravel, leaves, mud, and light debris

13. Safety & Operational Features

- Rear-view camera.
- Reverse alarm.
- Amber warning lights.
- Reflective safety markings.
- Emergency stop system.
- Fire extinguisher and safety kit.

14. Performance Requirements

The Sweeper shall:

- Operate effectively on gradients typical of N-75.
- Maintain minimum 90% operational availability.
- Function efficiently in varying weather conditions (rain, fog, dust).
- Not damage pavement surface or road markings.
- Ensure no excessive water pooling on the carriageway.

15. Reporting and Documentation

The Operator shall submit:

- Daily operational log.
- Monthly summary report with monthly invoice duly certified including:
 - Area cleaned (km).
 - Emergency responses.
 - Equipment downtime.
- Incident/accident report (if any).

DEPLOYMENT OF MECHANICAL ROAD WASHER

1. Background:

The Islamabad–Murree Dual Carriageway (N-75) is a strategic national highway connecting Islamabad to Murree. Due to high tourist traffic, mountainous terrain, sharp curves, and seasonal rainfall, the road experiences accumulation of dust, mud, debris, and silt, particularly after rain and during peak tourist seasons.

To enhance road safety, visibility, skid resistance, and overall serviceability, the Employer intends to deploy a Mechanical Road Washer for routine and emergency cleaning operations.

2. Objectives:

The objectives of this ToR are:

- To deploy a suitable Mechanical Road Washer for cleaning of N-75.
- To remove mud, silt, dust, and debris from carriageways, shoulders, and medians.
- To improve road safety and reduce accident risks.
- To ensure environmentally compliant washing practices.
- To maintain aesthetic and operational standards of the highway.

3. Scope of Work

The Operator shall:

1. Provide one Truck-Mounted Mechanical Road Washers.
2. Deploy trained operators and support staff.
3. Carry out:
 - Routine washing (as per approved schedule).
 - Emergency washing after rainfall, landslides, or accidents.
 - Cleaning of carriageway, shoulders, medians, and safety barriers.
4. Ensure proper disposal of collected sludge and debris.
5. Maintain operational logs and submit performance reports.
6. Maintain equipment in fully operational condition at all times.

TECHNICAL SPECIFICATIONS OF MECHANICAL ROAD WASHER

4.1 Chassis Requirements

- Truck-mounted unit.
- Diesel engine compliant with Pakistan emission standards (Euro V preferred).
- Suitable for mountainous terrain and steep gradients.
- Adequate torque for uphill operations on N-75.

4.2 Water Tank Capacity

- Minimum 3000–5000 liters' capacity.
- Corrosion-resistant steel or FRP tank.
- Internal anti-sloshing baffles.

4.3 Pumping System

- High-pressure water pump.
- Operating pressure: 5–10 bar (adjustable).
- Minimum discharge rate suitable for heavy mud removal.
- PTO-driven or auxiliary engine driven.

4.4 Spray System

- Front spray bar with adjustable nozzles.
- Side spray nozzles for shoulder cleaning.
- Adjustable spray width (minimum 3.5–4 meters).

4.5 Additional Features

- Water cannon
- Hose reel with high-pressure lance.
- Warning lights, reflective tape, and traffic signage.
- Reverse alarm and rear-view camera.

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5. Operational Requirements

- Deployment on full length of N-75 (as directed by Deputy Director Concerned).
- Routine cleaning frequency: Minimum 2 time per week (to be specified).
- Emergency response time: Within 2 hours of instruction.
- Operation preferably during off-peak hours or as directed.
- Coordination with NHA and Motorway/Traffic Police (if applicable).

6. Manpower Requirements

The Contractor shall provide:

- 01 Qualified Driver (LTV licensed).
- 01 Equipment Operator (if separate).
- 02–03 Supporting Workers.
- 01 Site Supervisor.

All personnel must use PPE (reflective jackets, helmets, gloves, etc.).

7. Environmental and Safety Compliance

The Contractor shall:

- Avoid water wastage.
- Prevent runoff contamination into natural water streams.
- Comply with Pakistan Environmental Protection regulations.
- Install proper traffic management signs during operation.
- Prepare and submit Traffic Management Plan (TMP).

8. Performance Standards

- No visible mud accumulation after washing.
- No standing water creating hydroplaning risk.
- No damage to road markings or pavement surface.
- Maintain minimum 90% equipment availability.

9. Reporting and Documentation

The Contractor shall submit:

- Daily operational log.
- Weekly performance report.
- Monthly summary report including:
 - Area cleaned (km).
 - Water consumption.
 - Emergency responses.
 - Equipment downtime.
- Incident/accident report (if any).

25-Ton Truck Mounted Crane

1. Background

The **National Highway Authority (NHA)** is responsible for operation and maintenance of National Highways and Motorways. To ensure prompt clearance of accidents, breakdown vehicles, and emergency situations on **National Highway N-75**, NHA intends to hire services of a contractor for provision, operation, and maintenance of a **25-ton Truck Mounted Crane**.

2. Objective

- To ensure rapid response to road accidents and vehicle breakdowns.
- To maintain smooth traffic flow.

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CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- To enhance road safety and minimize traffic congestion.
- To provide emergency lifting and recovery services on N-75.

3. Scope of Services

The contractor shall:

3.1 Equipment Provision

- Provide one (01) **25-ton capacity truck mounted crane** in good working condition.
- Equipment must be roadworthy and compliant with NHA and local traffic regulations.

3.2 Operations

- Deploy crane on 24/7 basis including weekends and public holidays.
- Ensure response time within 40-60 minutes of call from NHA/NHMP representative.
- Provide qualified and licensed crane operator and helper.
- Coordinate with NHA field staff, Motorway Police, and emergency services.

3.3 Maintenance

- Ensure preventive and corrective maintenance of crane.
- Keep crane in operational condition at all times.
- Provide standby arrangement in case of breakdown (if required in contract).

3.4 Safety Requirements

- Operators must use PPE (helmet, safety shoes, reflective jacket, gloves).
- Crane must be equipped with:
 - Fire extinguisher
 - First aid box
 - Warning lights
 - Safety cones and chains
- Compliance with NHA safety standards and traffic management protocols.

4. Staffing Requirements

- 01 Qualified Crane Operator (valid LTV vehicle license)
- 01 Helper/Rigger
- Optional: Supervisor (if required by NHA)
-

All staff must:

- Have relevant experience (minimum 3–5 years preferred).
- Be medically fit.
- Have no criminal record.

5. Performance Requirements

- 24/7 availability.
- Logbook maintenance (date, time, nature of incident, location).
- Monthly performance report submission.

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- Compliance with KPIs defined by NHA.

6. Contract Duration

- As per NHA advertisement (usually 1 year, extendable based on performance).

7. Penalties

- Penalty for non-availability.
- Penalty for delayed response time.
- Deduction for safety violations.
- Termination in case of repeated non-compliance.

8. Contractor Obligations

- Bear all operational costs (fuel, repairs, wages).
- Ensure valid insurance coverage.
- Indemnify NHA against damages arising from contractor negligence.

9. Employer Obligations (NHA)

- Provide coordination support.
- Issue work orders and call instructions.
- Process payments as per contract terms.

5-Ton Dumper Truck

1. Background

The **National Highway Authority (NHA)** is responsible for the maintenance and operational management of the National Highway network, including **National Highway N-75 (Islamabad Dual Carriageway)**.

To ensure routine maintenance, debris removal, emergency response, and smooth traffic operations, NHA intends to hire a contractor for provision, operation, and maintenance of a **5-ton Dumper Truck** on OM&M basis.

2. Objective

- To support routine and emergency maintenance works.
- To remove debris, accident waste, landslide material, and maintenance spoil.
- To maintain safe and obstruction-free carriageway.
- To ensure prompt response during emergencies.

3. Scope of Services

The Contractor shall provide the following services:

3.1 Provision of Equipment

- One (01) 5-Ton Dumper Truck in good working condition.
- Model not older than (as per NHA advertisement, if specified).
- Valid:

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- Registration certificate
- Fitness certificate
- Insurance coverage

The dumper must be roadworthy and compliant with traffic and environmental regulations.

3.2 Operation

- Deployment on 24/7 basis (including weekends and public holidays), if required.
- Operate under instructions of NHA representative.
- Transport:
 - Maintenance material
 - Excavated soil
 - Debris and waste
 - Emergency clearance material
- Maintain response time as directed (typically within 30–60 minutes of call).

3.3 Maintenance Responsibility

The Contractor shall:

- Carry out preventive and corrective maintenance.
- Keep vehicle in operational condition at all times.
- Provide standby replacement (if required under contract conditions).
- Bear all expenses including:
 - Fuel
 - Lubricants
 - Repairs
 - Tires
 - Spare parts

4. Staffing Requirements

The Contractor shall provide:

- 01 Licensed Driver (LTV License holder)
- 01 Helper (if required)

Driver must:

- Have minimum 3–5 years of experience.
- Be medically fit.
- Have knowledge of highway safety standards.
- Have no criminal record.

5. Safety & Compliance Requirements

The Dumper Truck must be equipped with:

- Reflective tape
- Working headlights, indicators, brake lights

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CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- Reverse horn
- Fire extinguisher
- First aid kit
- Safety cones (minimum 4)
- Reflective jackets for crew

All operations shall comply with NHA safety protocols and traffic management guidelines.

6. Performance Monitoring

The Contractor shall:

- Maintain daily logbook (date, time, duty location, nature of work).
- Submit monthly performance reports.
- Ensure minimum downtime.
- Follow instructions of NHA site engineer/representative.

Performance will be evaluated based on:

- Availability rate
- Response time
- Safety compliance
- Condition of vehicle
- Conduct of staff

7. Contract Duration

- As specified in NHA advertisement (typically 01 year, extendable subject to satisfactory performance).

8. Penalties & Deductions

- Deduction for non-availability.
- Penalty for delayed response.
- Deduction for safety violations.
- Contract termination in case of repeated non-compliance.

9. Contractor's Obligations

The Contractor shall:

- Bear all operational expenses.
- Ensure compliance with labor laws.
- Indemnify NHA against damages caused due to negligence.
- Maintain professional conduct.

11. Employer's Obligations

The **National Highway Authority** shall:

- Provide operational instructions.
- Certify performance.

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CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- Process payments as per contract.
- Facilitate coordination with field staff.

Tractor with Front Bucket

1. Background

The **National Highway Authority (NHA)** is responsible for operation and maintenance of the National Highway network, including **National Highway N-75 (Islamabad Dual Carriageway)**.

To ensure effective routine maintenance, emergency response, shoulder repair, drainage clearance, and debris removal, NHA intends to hire services of a contractor for provision, operation, and maintenance of a **Tractor with Front Bucket** on OM&M basis.

2. Objective

- To support routine highway maintenance activities.
- To remove debris, mud, landslide material, and accident-related waste.
- To assist in shoulder dressing, embankment repair, and drainage cleaning.
- To ensure smooth and safe traffic flow.

3. Scope of Services

3.1 Provision of Equipment

The Contractor shall provide:

- One (01) Tractor equipped with Front-End Loader (Bucket).
- Minimum 60–85 HP tractor (or as specified in advertisement).
- Mechanically sound and in good working condition.
- Valid:
 - Registration certificate
 - Fitness certificate

The equipment shall comply with all applicable traffic and environmental regulations.

3.2 Operation

The Contractor shall:

- Deploy the tractor on 24/7 basis or as directed by NHA.
- Ensure response within 30–60 minutes of instruction.
- Carry out:
 - Debris and mud removal
 - Shoulder grading
 - Earthwork shifting
 - Drain and culvert cleaning support

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- Emergency clearance during accidents or rainfall

The tractor shall operate strictly under instructions of the NHA representative.

3.3 Maintenance Responsibility

The Contractor shall:

- Ensure preventive and corrective maintenance.
- Keep the equipment fully operational at all times.
- Provide standby arrangement (if required under contract).
- Bear all operational expenses including:
 - Fuel
 - Lubricants
 - Spare parts
 - Tires
 - Repairs

4. Staffing Requirements

The Contractor shall provide:

- 01 Qualified Tractor Operator (valid driving license)
- 01 Helper (if required)

Operator must:

- Have minimum 3–5 years of relevant experience.
- Be medically fit.
- Be familiar with highway safety standards.
- Have no criminal record.

5. Safety & Compliance Requirements

The Tractor shall be equipped with:

- Functional headlights and indicators
- Reverse horn
- Rotating warning light
- Reflective tape
- Fire extinguisher
- First aid kit
- Safety cones (minimum 4)
- Reflective jackets for staff

All works shall comply with NHA safety regulations and traffic management protocols.

6. Performance Monitoring

The Contractor shall:

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- Maintain daily logbook (location, hours worked, nature of activity).
- Submit monthly performance report.
- Ensure minimum downtime.
- Follow instructions of NHA site engineer.

Performance indicators include:

- Equipment availability
- Response time
- Work quality
- Safety compliance
- Staff discipline

7. Contract Duration

- As per NHA advertisement (generally 01 year, extendable based on performance).

8. Penalties

- Deduction for non-availability.
- Penalty for delayed response.
- Deduction for safety violations.
- Contract termination in case of repeated non-compliance.

9. Contractor's Obligations

The Contractor shall:

- Bear all operational and staffing costs.
- Ensure compliance with labor and safety laws.
- Indemnify NHA against losses caused by negligence.
- Maintain professional conduct and discipline.

10. Employer's Obligations

The **National Highway Authority** shall:

- Provide operational instructions.
- Monitor and certify performance.
- Process payments as per contract.
- Facilitate coordination with field staff.

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 allied services as set forth in TORs on National Highway N-75 on fixed monthly charges to undertake tasks assigned in TORs.
- 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.
- e) **“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.

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 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 bidding document. OMC shall also make the necessary preparation for the services to be performed under this cōntract.

1.5 PURPOSE

The Scope of Services together with this Agreement, sets forth the terms and conditions for the provisions of operation, management and Maintenance services of Allied Services more particularly set forth herein or in Terms of Reference.

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

ARTICLE-II

2.1 UNIFORMS:

All employees required to meet with public in the capacity of representative and shall be properly uniformed, which will be provided by Operator. These staff positions shall include at a minimum, Mechanic for Petrol Vehicles, Mechanic for Diesel Vehicles, Electrician and Driver. The Operator shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has sufficient supply.

2.2 Uniform Design:

The Operator shall submit a sample of proposed uniform designs for the NHA's approval. Set for both summer and winter are to be submitted. Upon approval of the uniform design, the Operator shall place the order in sufficient time to ensure that all personnel are uniformed upon phased commencement of operations by the Operator. The Operator will provide an official replica of its logo and color scheme for the approval of NHA.

2.3 Cooperation with other Contractors/Third Party:

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

2.4 TERMINATION FOR CONVENIENCE OF NHA

NHA shall have the right at any time and from time to time during the Term of contract, and for any reason whatsoever in NHA's sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to herein as a "Termination for Convenience").

NHA may exercise its right of Termination for Convenience by furnishing to OMC written notice of its intention to do so, this notice shall specify the Services that NHA has intended to remove from the scope and operation of this Agreement, the Termination for Convenience as to such Services shall be effective thirty (30) days following the date of such notice. Thereafter all references herein or in the Scope of Services to "Services" shall be deemed to refer only to those operation and management tasks that continue to be required to be performed by OMC hereunder.

In no event such Termination for Convenience to be deemed a default by NHA under this Agreement or the Scope of Services. Nevertheless, NHA recognize that a Termination of Convenience will cause temporary but adverse financial consequences upon OMC. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by OMC would be impossible to predict at the time of execution of this Agreement. Therefore, the parties agree that a termination fee will be paid by NHA to OMC upon the occurrence of any Termination for Convenience, which termination fee is a fair and reasonable estimate of the adverse economic consequences that will be sustained by OMC. The termination fee equivalent to 01-month O&M expenditure as per their bid form, will be calculated and paid to OMC when the termination for convenience is invoked by NHA.

2.5 OWNERSHIP OF DOCUMENTS, INVENTIONS AND COPYRIGHTS

NHA is and shall remain the sole owner of all rights (including copyrights, trademarks, patent rights and other intellectual property rights) with regard to the 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.

Information generated in connection with this Agreement shall be the property of NHA. OMC shall not transfer, disclose or otherwise use such information for any purpose than in performance of its duties hereunder without NHA's prior written consent, which may be withheld or granted in the sole discretion of NHA.

2.6 APPLICABLE LAWS AND REGULATIONS

OMC shall perform services in compliance with applicable laws, rules statutes, regulations, standards and requirements as well as per good business practices.

2.7 Term of Agreement:

The term of this Agreement (the Term) shall be for the period upto 30-06-2027 from the effective date.

2.8 Effective Date:

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

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 of allied services at N-75. 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 Articles.

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

ARTICLE-IV

PAYMENTS

4.1 Payment Terms:

All the payments to the Operator shall be made by the Employer within **45 (Forty Five) days** after receipt of invoice.

4.2 Currency of Payment:

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

4.3 Pakistan Tax Liability:

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

4.4 Payment Procedure:

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

Invoice and Payment Procedure:

- i- The OM&MC shall furnish/submit invoice to Dy. Director (Revenue/Accounts/Maint) Concerned latest by 5th of each month. Dy. Director (Revenue/Accounts/Main) will process the invoice based on Performance/Monitoring report of authorized officer of NH&MP (where applicable) for approval of General Manager (Finance) through Deputy Director (Revenue Operation).
- ii- All due payments to the OM&MC shall be paid by NHA out of Road Maintenance Account within Forty Five (45) days of receipt of invoice.

4.5 Invoice for Payments and Required Documentation:

A payment (**as provided in Clause 4.1 & 4.4 hereof**) due to the Operator shall be paid promptly within **45 (Forty Five) days** from the date of submission of the invoice complete in all respects to the Employer/Employer's Representative duly supported by the following documentation reasonably satisfactory to the Authority:

- (a) An invoice in a form acceptable to Employer, with supporting documentation as reasonably required by Employer.
- (b) Monthly performance certificate.
- (c) Detail of vehicles repaired/attended/deployed at site during the month duly verified by concerned Dy. Director / NH&MP.
- (d) A certificate on Judicial / Stamp paper for payment of dues / salary of staff as per prevailing Labor Laws by the Government.

ARTICLE-V

IDENTIFICATION AND LIABILITY

5.1 Operator's Responsibility:

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

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

5.2 Indemnification's by the Operator:

- (a) The Operator shall defend, indemnify and hold harmless Authority and each of the individuals that is now **(or may in the future become)** a member of Employer successors and assigns, and the officers, directors, agents, consultants and employees of any of the foregoing **(collectively referred to as the "Indemnified Parties")** from and against any all claims, causes or action, suits, legal or administrative proceeding, damages losses, liabilities, response costs, costs and expenses **(including, without limitation, attorneys, and expert witness fees and costs that may be incurred in connection with the enforcement of this paragraph)** arising out of, relating to or resulting from:

- (i) The performance by the Operator **(or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible)** of the services or other duties or obligations set forth in this Agreement **(including the TOR)** or the failure to perform the Services in the manner herein required;

- (ii) The failure of the Operator **(or its employees, agents, officers or or any other persons may be contractually or legally responsible)** to comply with any applicable law, rules, ordinance, regulation or statute in performing the services or other duties or obligations set forth in this Agreement;

- (iii) Any legal patent or copyright infringement or other allegedly improper appropriation are use of trade secrets, patents, proprietary information, Know-Know, copyright, right or inventions in performance of the services or other duties or obligations set forth in this Agreement;

- (iv) Any act or omission of the Operator **(its employees, agents, officers, or any other persons for whom the Operating Contractor may be contractually or legally responsible)**, including, but not limited to any act or omission that may cause, result in, or contribute to the injury to or death of persons, or the damage to or loss of property;

- (v) The assertion by any Operator, or other person that inconvenience, disruption, delay or loss has been caused all or in party by actions or interference of the Operator or its employees, agents, officers or

or any other persons for whom the Operator (**or its employees, agents, officers may be contractually or legally responsible**) to corporate reasonably with such Operating Contractors, or other persons.

- (b) Except to the extent permitted by law, the provisions of this **Paragraph 5.2** shall not inure to the benefit of an Indemnified Party so as to impose liability on the Operator for matters caused by the negligence of the Employer, or so as to relieve the Employer of Liability for the consequences of its own negligence or the negligence of its employees, officers or any other persons for whom the Employer may be contractually or legally responsible.
- (c) If any claim shall be filed by an employees of the Operator (**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 5.2** shall not be limited, as to the amount or type of damages, compensation or benefits payable by or for the Operator or otherwise, under the terms of or as a consequence of any workers, compensation, disability benefit or other employee benefits laws.

ARTICLE-VI

SECURITY AND INSURANCE

6.1 Issue of Bonds and Insurance:

The Operator shall procure, at its own expense, bonds **(or other security)** and insurance acceptable to Employer as described herein and shall maintain such bonds **(or other security)** and insurance in full force and effect throughout the term in the manner specified herein.

6.2 Performance Security:

The Successful OMC shall submit to the Employer a Performance Security, in a form of bank draft/pay order in the amount equal to Rs. 10,000,000/- (Ten million) for a period valid 90 (Ninety) days after expiry of contract as security for the performance by Operator of the provisions of this Agreement. The terms and provisions of the performance Security shall be satisfactory to the Employer in its sole and absolute discretion. Authority may apply any or all of such Security to reimburse it for damages caused by any defaults of Operator under this Agreement or to remedy any Event of Default. If the bidder is not in default at the expiration or termination of this Agreement, the Employer will authorize the release and return of the Performance Bond to Operator within **90 (Ninety) days**.

6.3 Insurance Coverage:

The Operator shall without limiting his or the Employer's obligation and responsibilities:

- (a) The Services together with the equipment, machinery, plant, material etc. for incorporation therein, to the full replacement cost plus fifteen percent to cover any additional incidental cost associated with the services.
- (b) The Operator's equipment and other things brought on the site by the Operator, for a sum sufficient to provide for their replacement at site.
- (c) The insurance in **Paragraph (a) and (b) of Article 6.3** above shall be in joint names of Employer and the Operator.
- (d) The Operator shall insure its personnel employed on the services against accident and shall continue such insurance during the whole of the time that any persons are employed by him on the services. The premium for such insurance shall be paid by the Operator.
- (e) During the contract and the date on which insurance policy comes in to force and effect, if any damage due to accident etc. occurs the Operator shall replace the same and claim cost from Insurance Company.

- (f) If insurance not provided by the “Operator”, a penalty of Rs. 100,000/- per month may be imposed and deducted from the monthly invoice of the OMC.

6.4 Authority’s Rights to Remedy breach by the Operator:

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

ARTICLE-VII

DEFAULT; DISPUTE RESOLUTION; REMEDIES

TERMINATION ON DEFAULT; DISPUTE RESOLUTION, REMEDIES

7.1 Termination of the contract on Default of OMC:

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”)

- i. Delay or discontinuance of the Services to be performed pursuant to this Agreement by Operator or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible,
- ii. Reported and established poor performance of services, mis-behavior, or fraudulent practices (cramming, junk fees, overbilling, drip pricing or price gouging) by the Operator or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible,
- iii. Attempt by Operator or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible to assign its rights or delegate its obligations in contravention of the terms of this Agreement or execution by Operator,
- iv. Attempt by Operator or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible to subcontract these services or part(s) of services in violation of the terms of this Agreement,
- v. Failure by the Operator or its employees, agents, officers or any other persons for whom Operating Contractor may be contractually or legally responsible to perform any component of these Services in a manner acceptable to the Employer in its reasonable discretion,
- vi. Pursuant to termination, performance security will completely be forfeited without serving any prior notice and entertaining any claim.

7.2 NON-HANDING OVER OF POSSESSION BY NHA:

If NHA is unable to handover possession of site 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.

7.3 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.

7.4 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.

ARTICLE-VIII

OBLIGATION OF THE PARTIES UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT

8.1 TRANSFERS UPON EARLY TERMINATION OR EXPIRY

Upon early termination or expiry of this Agreement in accordance with the terms and conditions set out herein, OMC shall immediately cease to perform the Services 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 site 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 site to the NHA or its nominated representative.

Failure by OMC to so transfer the 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 Section 12 of the National Highway Authority Act, 1991.

ARTICLE-IX

MISCELLANEOUS PROVISIONS

9.1 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.

9.2 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.

9.3 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.

9.4 GRATUITIES

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

9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 GOVERNING LAW

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

9.10 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.

9.11 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.

9.12 SEVERABILITY

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

9.13 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.

9.14 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.

9.15 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.

9.16 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.

9.17 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.

9.18 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.

9.19 ENTRY INTO EFFECT

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

9.20 STATUS OF OPERATOR

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

ARTICLE – X

PENALTIES

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

- i. The OMC shall provide an undertaking along with each month invoice, ensuring the payment of salaries as per prevailing Labor Laws of Government of Pakistan to staff by 5th of each month. In case of any violation salary of the concerned staff shall be withheld.
- iii. In case of violation to the TOR & and conditions of contract (Article-I~IX), penalty of Rs. 100,000/- shall be imposed per occurrence and a black dot shall be recorded of every successive occurrence.
- iii. In case of violation to the TOR & and conditions of contract (Article-I~IX) for 2nd time, a penalty of Rs. 300,000/- shall be imposed and a 2nd black dot shall be recorded.
- iv. Upon 3rd occurrence, a penalty of Rs. 500,000/- shall be imposed and the contract shall be terminated.

CONTRACT AGREEMENT FORM

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

OPERATION AND MANAGEMENT OF MOBILE WORKSHOPS, RECOVERY VEHICLES TRUCK MOUNTED MECHANICAL SWEEPER, CRANE LIFTER 25 TON DUMPER TRUCK 5 TON TRACTOR WITH BUCKET, SWEEPER/SANITARY WORKER, TRACTOR LOADER & MECHANICAL ROAD WASHER ON IMDCW (N-75)

THIS CONTRACT AGREEMENT made on the _____ day of 2026 between **National Highway Authority, “Employer”** 28- Mauve Area G-9/1 Islamabad and OMC Name and Address 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 O&M service of Allied services 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 X)

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)

(INTEGRITY PACT)

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

**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]

JOINT VENTURE AGREEMENT

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
CARRIAGEWAY (IMDCW) N-75) TILL THE PERIOD ENDING 30.06.2027

FOR
OPERATION AND MANAGEMENT OF MOBILE WORKSHOPS, RECOVERY VEHICLES TRUCK
MOUNTED MECHANICAL SWEEPER, CRANE LIFTER 25 TON DUMPER TRUCK 5 TON
TRACTOR WITH BUCKET, SWEEPER/SANITARY WORKER, TRACTOR LOADER &
MECHANICAL ROAD WASHER ON IMDCW (N-75)

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 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:
Name:
Designation:

Signature:
Name:
Designation:

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

Authorized Representative

Witness

Signature:
Name:
Designation:

Signature:
Name:
Designation:

**BID FORM FOR PROVISION, OPERATION AND MANAGEMENT OF MOBILE WORKSHOPS,
RECOVERY VEHICLES TRUCK MOUNTED MECHANICAL SWEEPER, CRANE LIFTER 25 TON
DUMPER TRUCK 5 TON TRACTOR WITH BUCKET, SWEEPER/SANITARY WORKER, TRACTOR
LOADER & MECHANICAL ROAD WASHER ON IMDCW (N-75)**

General Manager (Revenue)

National Highway Authority-HQ

27 Mauve area G-9/1,

Islamabad, Pakistan.

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

1. Having examined the bidding documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provision, Operation and Management of Operation and Management Of Mobile Workshops, Recovery Vehicles Truck Mounted Mechanical Sweeper, Crane Lifter 25 Ton Dumper Truck 5 Ton Tractor With Bucket, Sweeper/Sanitary Worker, Tractor Loader & Mechanical Road Washer On IMDCW (N-75) 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/- drawn in your favor or made payable to you and valid for a period for twenty-eight (28) days beyond the period of validity of Bid.
3. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.
4. If our Bid is accepted, we will promptly submit the Performance Security for the due performance of the Contract, in the amount and form as prescribed by the Employer in bidding documents.
5. We agree to remain committed to this Bid for a period of One Hundred and Eighty (180) days from the date fixed for Bid opening under Clause-3 of the IFB and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
7. We understand and accept that you are not bound to accept the lowest bid/proposal as the most advantageous bidder or any bid you may receive.

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8. We understand and accept that If more than one bidder quote same bid, then lowest bidder will be decided on the basis of having higher score in the technical evaluation. Evaluation and in case of tie in technical score, the successful bid will be declared through toss.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other persons making a Bid for the Services.
10. We confirm, if our Bid is accepted, that all partners of the joint venture will be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.

Name of Bidder _____

Signature: _____

Stamp: _____

**BREAKDOWN OF SALARY RATES FOR STAFF TO BE DEPLOYED ON
MOBILE WORKSHOPS AND RECOVERY VEHICLES**

S r. N o.	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 Financ ial Bid Form (7 X 8)
		1	2	3	4	5	6	7	8	9
For 4 Nos. of Mobile Workshops										
1	Driver								12	
2	Auto Mechanic cum Electrician								12	
A. Total Salary Cost Per Month from Col- 9		Rs.								
For 2 Nos. of Recovery Vehicles										
3	Recovery operator / Driver								6	
4	Auto Mechanic cum Electrician								6	
B. Total Salary Cost Per Month from Col- 9		Rs.								
Grand Total Salary Cost Per Month (A+B)		Rs.								

***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.

Form-II

BREAKDOWN OF SALARY RATES FOR STAFF TO BE DEPLOYED ON OTHER ALLIED SERVICES

Sr. 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 1 shift (8 Hours)	Rate to be used in Financial Bid Form (7 X 8)
		1	2	3	4	5	6	7	8	9
For 1 No of Truck Mounted Mechanical Sweeper										
1	Driver								1	
2	Helper								1	
For 1 No of Truck Mounted Crane Lifter 25 Ton										
3	Driver								1	
4	Helper								1	
For 1 No of Dumper Truck 5 Ton										
5	Driver								1	
6	Helper								1	
For 1 No of Tractor with Bucket										
7	Driver								1	
8	Helper								1	
For 1 No of Tractor Loader (Tractor 50 HP)										
9	Driver								1	
10	Helper								1	
For 1 No of Mechanical Road Washer										
11	Driver								1	
12	Helper								1	
A. Total Salary Cost Per Month from Col-9		Rs.								
BREAKDOWN OF SALARY RATES FOR SWEEPERS										
Sr. 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	Rate to be used in Financial Bid Form (7 X 8)
		1	2	3	4	5	6	7	8	9
13	Sweepers								20	
B. Total Salary Cost Per Month from Col-9		Rs.								
Grand Total Salary Cost Per Month (A+B)		Rs.								

*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.

OPERATION AND MANAGEMENT (O&M) 1 PACKAGE ON ISLAMABAD MUREE DUAL
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Bill No. 2 DIRECT (NON-SALARY) EXPENDITURES PER MONTH

Sr .N o	Particulars	4 No. of Mobile work shops	2 No. of Recovery Vehicles	1 No of Truck Mounted Mechanic al Sweeper	1 No of Truck Mounted Crane Lifter 25 Ton Capacity	1 No of Dumper Truck 5 Ton Capacity	1 No of Tractor with Bucket	1 No of Tractor Loader (Tractor Capacity 50 HP)	1 No of Mechanical Road Washer	Total Monthly Charges (Rs.)
1	Transport Vehicles/ Rentals Charges Per Month									
2	Transport Vehicles POL, repair & Maintenance Charges Per Month									
Grand Total Monthly Cost per Month		Rs.								

SUMMARY OF MONTHLY COST OF OMC

Sr. No	Description	Cost Per Month (Rs.)	Remarks
1.	Salary Cost/Remuneration Charges		From Form-I
2	Salary Cost/Remuneration Charges		From Form-II
3.	Direct Non-Salary Cost		From Form-III
4.	Insurances		All types of insurances
5	Miscellaneous Expenditures		Expenditures includes cost of rental furniture & furnishing, cost of bond and securities, drafting, reporting etc.,
6.	OMC Overheads and Profit		To be calculated as Percentage % of cost at Sr.No 3+4+5
Total Cost per Month (Rs)			To be calculated by adding cost at Sr.No 1+2+3+4+5+6
Total Cost per Month in Figures			