REQUEST FOR PROPOSAL
For
Operations & Management
Of
Toll Plazas on National Highway Network.

Name of Toll Plaza: __________________________

Route: ______________________________________

Issued To: ________________________________
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SECTION-I
Preamble

1. National Highway Authority (NHA) intends to offer operations and management (O&M) contract of Toll Plaza___________ on N-______ to private entrepreneurs for the period ending 30th June 2012. O & M Contract for running such facilities is comparatively a new concept and NHA is encouraging to build a new team of operators to run the facilities as per international practice.

2. NHA’s purpose is to develop and establish a program that meets the following objectives: (1) Efficient toll collection operation, (2) Sound financial accounting of revenues and assets, (3) Responsive, courteous customer (patron) service and (4) Service the best interests of the people of Pakistan and the National Highway Authority (NHA), Using these objectives as guiding principles, the Operations and Management Contractor (OMC) is encouraged to provide a plan for Toll Collection Operations and Management at the said location(s).

3. The Scope of Services is briefly as follows:

   I. Toll Operations on Manual Based Toll Plazas.
   
   II. Toll operations based on ETTM Toll Plazas.
   
   III. Management of Toll Plazas & Toll Operating Contractor (TOC).
   
   IV. Maintenance and management of toll collection facilities (details provided in the RFP).
   
   V. Provision of security services.
   
   VI. Maintenance of all civil, electrical, mechanical and electronic installations.
   
   VII. Keeping all facilities, assets and resources in the best working conditions and to operate as per NHA Standards.
   
   VIII. Any other operation ancillary thereto, for the purposes of carrying out work in accordance with the stipulations of the RFP.
No. NHA/Ops/2010

To

Subject: **Letter of Invitation (LOI)**

You are hereby invited to submit a technical and a financial proposal for Operation, Management & Maintenance services required for the assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) and annexed with this letter. This proposal will form the basis for future contract between your firm and the Client named in the Data Sheet.

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

To obtain first-hand information on the assignment you may contact General Manager (Operations) during office hours before the date of bid submission. At no stage NHA shall be liable to incur or reimburse any costs related to any such activities even if the contract award does not materialize. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

National Highway Authority, the Employer will supervise award and execution of the O&M Contract for this project.

Please note that:

i. The cost of preparing the proposal and of negotiating the Contract, are not reimbursable as a direct cost of the assignment, and

ii. The Client is not bound to accept any of the proposals submitted and reserves the right to reject one or all proposals as per Public Procurement Regulatory Authority’s Rules.

We wish to remind you that in order to avoid conflicts of interest:

i. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the services and any continuation thereof) resulting from or associated with the project of which this assignment forms a part; and

ii. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a Contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

NHA, at its sole discretion, reserves the right to reject (without any compensation and without incurring any liability to the affected bidder), any and all proposals in part or in entirety after the stipulated bid closing date as well as any proposals which do not comply with the requirements of this RFP without assigning any reason. The existence of this request for
proposal shall not, in any way, obligate NHA to take any action regarding any response submitted by a Bidder to this request. Furthermore, NHA is under no obligation to disclose the results of the evaluation process or to disclose the reason(s) for the rejection of any proposal.

The successful bidder shall fully inform itself of all Pakistani tax laws and regulations and shall pay all taxes, duties, tariffs and impositions lawfully assessed against such bidder for the execution and performance of the services covered by this RFP, which are later to be made part of the contract to be signed between NHA and the successful bidder. NHA shall be entitled to deduct all applicable taxes e.g. withholding income tax, advance tax, from any payments made to the service provider.

2. DOCUMENTS

To prepare a proposal, please use the Forms as enclosed for Technical & Financial proposal.

OMCs requiring a clarification of the Documents must notify the Client, in writing, not later than seven (7) days before the proposal submission date.

At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by Addendum. The Addendum shall be sent in writing or by cable, telex or telefax to all invited firms/operators. The Client may at its discretion extend the deadlines for the submission of proposals.

3. PREPARATION OF PROPOSAL

It will consist of two parts –

Part-I Technical
Part-II Financial

**Technical Proposal**
Forms 1A to 7A
Any party/ firm having the certificate of “O” category of Pakistan Engineering Council (PEC) would be considered technically qualified and accordingly the same firms financial proposal shall be opened.

**Financial Proposals**
Forms 1B to 6B attached— All columns to be filled in as it may otherwise make it liable for rejection.

In preparing the technical proposal, you are required to examine all terms and instructions included in the Scope of Services and Model Agreement (O&M Contract). Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal. The PPRA Rules will be kept in view in opening and evaluating the proposals by opening of both Technical and Financial Proposals to assess overall response to the Terms of Reference (TOR).

During preparation of the technical proposal, you must give particular attention to the following:

i. **The Firm must be registered with Pakistan Engineering Council under ‘O’ category** (provide copy of Registration).

ii. If you consider that your firm does not have all the expertise for the assignment you may obtain a full range of experience by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani firm. In case of Joint Venture, the proposal should state clearly partners will be “Jointly and Severally” responsible for performance under the Contract and Lead partner will be
“solely” responsible for all dealings with the Employer on behalf of the Joint Venture jointly and severely responsible of undivided responsibility of lead partner. His “Special Power of Attorney” on this account is to be enclosed. The lead contractor, in case of a joint venture, shall be local.

iii. No alternatives to key professional staff be proposed, and only one curriculum vita (CV) be submitted for each position.

iv. Study reports must be in the English Language. Working knowledge of the national language by the firm’s personnel is essential. The knowledge of the regional language where the assignment is located will be considered additional qualification.

3.4. The Operations and Management Contractor’s comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal forms.

4. Provision to be Kept in view

4.1 Income Tax Ordinance 2001 vide Sub-clause 236 (a) provides that any person making sale through public auction of any property or goods confiscated or attached either belonging to or not belonging to government, local government, any authority etc. shall collect advance tax computed on the basis of sale price of such property and at the specified rate given in first Schedule i.e. 5% of the sale price, from the person to whom such property or goods are being sold. The term sale of property has been explained to include the award of any lease to any person, including a lease to the right to collect tolls, fees and other levies by whatever name called. Tax shall be the responsibility of the OMC. This tax shall be over and above the base line fixed guaranteed revenue and the bidder must cater for the subject tax while preparing financial bid.

4.2 In case of ETTM toll plazas, OMC shall be required to deposit the gross daily collection in NHA Account. If the OMC defaults in deposit of gross amount of daily/monthly collected revenue as per his bid, it shall constitute an event of default and which shall result termination of his O&M contract, along with forfeiture of his toll revenue security/bank guarantee without legal recourse. Deposit of daily or monthly gross collection in NHA Account (at site) by OMC shall be conveyed by NHA depending upon the availability of bank branch and site location. In this respect, the decision of Member (Finance) shall be binding on OMC.

4.3 All lanes at Plazas to be manned/kept operational 24 hours a day, 7 days a week and 365 days a year & in the case of any stoppage/close a fine of Rs.10,000 per occurrence will be imposed.

4.4 “Fog Lights” shall be provided and put in operation for foggy weather to avoid accidents. Also standby arrangements shall be made to cope with electric failures.

4.5 A “complaint register “shall be kept at each plaza to record user's complaint if any. Information for this register be displayed at appropriate place on toll plaza.

4.6 All public facilities, equipment and resources shall be kept in operational condition all the time during the entire period of Contract.

4.7 Operations and Management Contractor shall Develop, Implement and Maintain Auditable Record i.e. Category wise Traffic data, Cash collection and Deposit Record, Monthly Bank Statements, Shift wise Issued Ticket Record, etc. The NHA or its designated representative shall have access to all operational and maintenance documentation/record any time.
4.8 The tickets should have well-defined colours for each vehicle type with progressive serial numbers, a unique generated random number (9 + digit numeric / alpha numeric) on which the name of Toll plaza may also be explicitly printed along with a counterfoil, preferably through the security printing arrangement. The counterfoils may be retained for a proper record of issued tickets and for diligence checks.

4.9 Under the NHA Executive Board policy decision, to facilitate the frequent road users i.e. Various government / semi government / private sector organizations / private transporters and individuals, who daily/frequently traverse through a specific toll plaza on national highway network a monthly passes under foolproof mechanism, can be issued. Monthly advance payment is to be made by the road user to plaza operator. Issuance of passes will be the responsibility of plaza operator.

4.10 The OMC shall be liable to contractual penalty of Rs.100,000/- (Rupees One Hundred Thousand Only) upon each event of charging the commuter above the toll rates prescribed by NHA; provided that, no such fine shall be affixed by NHA without providing the OMC an opportunity to be heard.

4.11 If the first and second highest eligible and evaluated bidders declined NHA acceptance, NHA shall sent their reference to Pakistan Engineering Council (PEC) for blacklisting. Further, they shall not be eligible to participate in all types of future O&M contracts of NHA.

4.12 The effect of frequent user passes /seasonal variations in the traffic and any other factors effecting the revenue collection shall be taken into account by the bidders while quoting their bid. During the currency of the contract, no claim in this respect shall be entertained by NHA.

4.13 No extension of time shall be granted for the acceptance of NHA’s offer, deposit of advance installment and submission of required toll revenue security/bank guarantee and performance bond. If the highest bidder does not respond with in the time period mentioned in the letter of acceptance, offer shall be made to next highest bidder along with forfeiture of earnest money of first highest bidder. The same shall be applicable for the second highest bidder also.

5. Earnest Money (Bid Security)

5.1 The proposal (each) shall be accompanied by an earnest money (Bid security) equivalent to 2% of the total bid amount of one year in shape of Bank Draft/ Pay Order. The validity of earnest money will be 180 days from the date of submission of proposal. The earnest money shall be denominated in the currency of the Bid i.e. Pakistani Rupee. Any amount of earnest money which is lying in NHA regarding the previous bidding processes shall not be considered for this bidding.

5.2 An amount of Rs. 30,000/- (Rupees thirty Thousand Only) (Non-Refundable) shall be deposited by the bidder as bid fee along with the proposal in shape of Bank Draft/ Pay Order. The proposal submitted without bid fee shall not be entertained.

5.3 Any proposal not accompanied by the required earnest money, or accompanied by an earnest money in an amount less than that required, or not accompanied by an “O” type certification of Engineering Council of Pakistan, will be rejected as non -responsive.

5.4 The earnest money of all participating firms will be discharged/ returned as promptly as possible except first three highest bidders, which will be returned after successful firm has signed the Agreement and has provided the required performance & Financial Payment Bond in favour of NHA.

5.5 The earnest money shall be forfeited:
- if a firm withdraw its proposal during the period of its validity: or
- in case of the successful firm, if it fails within the specified time to:
  i. Furnish the necessary performance & financial Payment Bond:
  ii. Sign the Agreement; or
  iii. In case of default.

5.6 If any of the first three eligible highest bidders do not accept NHA’s offer to sign an O&M contract, the firms will be black listed and they will not be able to participate in future biddings for O&M contract.

6. OPENING OF PROPOSALS

The following procedure shall be followed:

i. A bidder is eligible to bid for more than one plaza, however, he shall have to purchase separate Request For Proposal of that plaza and will have to submit separate bid in individual envelope clearly stating the name of the toll plaza.

ii. NHA has the right to accept or reject the bid of those applicants who are already operating toll plazas of NHA.

iii. The bid will be opened as per sequence given in the list duly attached.

iv. “Each bid shall comprise of one bigger single envelop containing financial and technical proposals, one original and two copies in separate smaller envelopes. The bigger envelop shall be opened so that both technical and financial proposals envelopes are available for study at the same time for comparison with methodology adopted for toll collection”. Applicant having PEC’s operator registration will be eligible for contesting in the bidding process otherwise their bid shall not be considered.

v. The cost of Request for Proposal (RFP) Document is Rs. 5000/- (Rupees Five Thousand only) (Non-Refundable). Bidder shall have to purchase separate RFP for each toll Plaza for which he intends to bid. If bidder download the document from NHA Web Site therefore; bidder will attach the Bank Draft/Pay Order of Rs. 5,000/- (Non-Refundable) in the name of “National Highway Authority, Road Maintenance Account, Islamabad”.

vi. All Bank Drafts/Pay Orders should be in the name of “National Highway Authority, Road Maintenance Account, Islamabad.”

7. OFFER

a) In case your proposal is ranked No. 1 with highest guaranteed revenue bid/ lowest services priced bid as the case may be, you will be offered award/ signing of agreement.

b) If the bidder ranked No-1 declines the offer, bidder ranked No. 2 & 3 with highest guaranteed revenue bid/ lowest services charges shall be offered for the award of the contract.

8. AWARD OF CONTRACT

8.1 The Contract shall be awarded after successful completion of formalities by the OMC’s after approval of the Competent Authority.

8.2 The selected OMC is expected to commence the assignment on the date and at the location specified in the Data Sheet in RFP or according to the schedule of client.

8.3 Operators already engaged on NHA’s Toll Plaza will be allowed to bid however award of second plaza to such operator will be decided by the competent authority based on their performance on case to case basis.

9. CONFIRMATION OF RECEIPT

9.1 Please inform the Client by telex/facsimile courier or any other means:

i. That you received the Letter of Invitation

ii. Whether you will submit a proposal

iii. If you plan to submit a proposal, when and how you will transmit it.
10. The OMC “Bidders” shall be responsible themselves to ensure the traffic survey i.e. traffic count, traffic mix, exempted vehicles, diverted traffic and seasonal effect etc. Any claim on variance of traffic count/data shall not be entertained during the currency of contract.

11. Bid value must be based upon new toll rates of 1st July 2010.

(Atiq Ahmed)
General Manager (Operations)
Ph: 051-9032805-06
Fax: 051-9261208
### List of Toll Plazas

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Route</th>
<th>Toll Plazas</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>N-5</td>
<td>Harro (ETTM)</td>
</tr>
<tr>
<td>2</td>
<td>N-65</td>
<td>Sukkur</td>
</tr>
</tbody>
</table>
LOI

1.1 The name of the Assignment is:
Operations, Management & Maintenance of _________________ Toll Plaza on N-__

1.2 The name of the Client is:
National Highway Authority.

1.3 Phasing of the Assignment (if any):

1.4 The names and addresses of the concerned Officials are:
i. General Manager (Operations) NHA HQ Islamabad.
ii. Director (OMU) NHA HQ Islamabad.

1.4 The Documents are: {Scope of Services/Background information, Draft Form of Contract (O&M Contract), Sample Formats/Appendices etc.}:
As per Cover Page 1.

2.1 The number of copies of the Proposal required is:
One Original & Two copies. (Separate for Each Toll Plaza)

3.1 The address for seeking clarification and writing on the proposal is:
General Manager (Operations)
National Highway Authority
27, 28 Mauve Area,
G-9/1, Islamabad
Ph: 051-9032806-07 Fax: 051-9261208

3.2 (a) The date and time of submission of Technical and Financial Proposals is:
12:00 hours to 14:00 hours on 22-01-2011.

(b) The Financial bid shall be opened on 22-01-2011 at 14:30 hours in NHA Headquarters, Islamabad in presence of representative of bidder who wishes to attend.

- Amount of Earnest money (Bid Security) — 2% of Total bid amount. Earnest Money (Bid Security) in shape of Bank Draft/Pay Order in the name of National Highway Authority, Road Maintenance Account, Islamabad.
  Validity period of the Bid Security is: 180 days
  Validity Period of the Proposal is: 150 days
  The Financial Proposals of the responsive bids only will be considered for the final selection of the contractors.

- The assignment is expected to commence w.e.f. 25th February 2011.
TECHNICAL PROPOSAL FORMS
**FIRM’S REFERENCE**

*Relevant Services carried out in the Last Ten Years*

*Which Best Illustrate Qualification*

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

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff provided by your Firm(at additional sheet if required):</td>
</tr>
<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff Months:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
</tr>
<tr>
<td>Name of Associated Firm (s), if any:</td>
<td>No. of Months of Professional Staff provided by Associated Firm(s):</td>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td>
<td></td>
</tr>
</tbody>
</table>

**Narrative Description of Project**

**Description of Actual Services Provided by Your Staff**

Firm’s Name: ____________________________
Experience Record of the Firm

A- General Experience [ ] Years

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Year</th>
<th>Project</th>
<th>Nature of Assignment</th>
<th>Name of Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2-</td>
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<td></td>
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<td>3-</td>
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<td>4-</td>
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<tr>
<td>5-</td>
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</tr>
</tbody>
</table>

- Specific Experience of Operations & Management Services of Toll Plazas.

Select and mention relevant projects from A here.

C- Two reference with address and Telephone numbers

- ________________________________
  ________________________________

(2)

- ________________________________
  ________________________________

Following are qualified for this:
- Head of the organization where he worked
- Person In charge of the client concerned
- Any other reference who is renowned in the field and the concerned has worked with or under him for a period more than 6 months.
APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT

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

Appreciation of Assignment:
List all tasks to be performed.

Methodology:
How will the tasks be performed.

Work Plan:
Given personnel strength “Fits into the work plan or methodology”
“The O&M methodology be left to the OMC”. 
COMMENTS/SUGGESTIONS OF OPERATOR – O & M SERVICES

On the Terms of Reference (TOR)

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

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:

1.
2.
3.
4.
5.

Etc.
FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _________________________________________________________

2. Name of Firm: ____________________________________________________________

3. Name of Staff: ____________________________________________________________

4. Profession: _______________________________________________________________

5. Date of Birth: _____________________________________________________________

6. Years with Firm: ___________________________________________________________

7. Nationality: _______________________________________________________________

8. Membership in Professional Societies: _______________________________________

(Membership of PEC is Mandatory)

• Detailed Tasks Assigned on the Project: ________________________________________

10. Key Qualifications:

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

11. Education

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

12. Employment Record

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

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

14. Computer skills

15. Trainings/Courses

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

17. Certification

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

_________________________ Date: ___________________
Signature of Staff Member Day/Month/Year

Verified by:

_________________________
Authorized official from the firm
## COMPLETION AND SUBMISSION OF REPORTS
*(Part of work plan)*

<table>
<thead>
<tr>
<th>Reports</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Standard Operating Procedures</td>
<td></td>
</tr>
<tr>
<td>2. Monthly Report(s) describing generally functions performed, revenue received / deposited and any issues that remained un-resolved and are to be taken up on priority. This will include suggestion / new works needed to improve the present functioning of the Plaza.</td>
<td>Monthly</td>
</tr>
</tbody>
</table>
COMPOSITION OF THE FULL TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER WITH (A BRIEF SETUP CHART FOR TOLL PLAZA TO MAINTAIN IT 24 Hrs)
### Technical/Managerial/ Admn Staff

<table>
<thead>
<tr>
<th>Designation/Position Name</th>
<th>Position</th>
<th>Tasks Assignment</th>
<th>Presently where located</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operation Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Admn. Officer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accountant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office incharge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer operator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Toll Collection Shift Staff (North & South Bound)

<table>
<thead>
<tr>
<th>Designation/Position Name</th>
<th>Name</th>
<th>Nos. Required</th>
<th>Tasks Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plaza Manager</td>
<td></td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>Shift supervisor</td>
<td></td>
<td>03 (01 per Shift)</td>
<td></td>
</tr>
<tr>
<td>Assistant</td>
<td></td>
<td>01</td>
<td></td>
</tr>
<tr>
<td><strong>Booth operator (minimum)</strong></td>
<td></td>
<td>(02 per booth/ Toll lane per shift)</td>
<td></td>
</tr>
</tbody>
</table>
** NHA can increase or decrease number of booths at any time so staff/persons will be changed accordingly. Comparison of cost will be based on above mentioned manpower.
FINANCIAL PROPOSAL FORMS
FINANCIAL PROPOSAL FORMS FOR Operations & Management of toll plaza

BREAKDOWN OF RATES FOR STAFF (Operations & Management of Toll Plaza) Contract.

Project: (Name & Plaza Location) ___________________ Toll Plaza (N-______ )

Firm: ________________________

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Basic Salary Per Cal Month</th>
<th>Social Charges (%age of 1)</th>
<th>Overhead/Profit per Person Salary</th>
<th>Allowances (%age of 1)</th>
<th>Sub-Total (1+2+3+4)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(1)</td>
<td>(2)</td>
<td>(3)</td>
<td>(4)</td>
<td>(5)</td>
</tr>
</tbody>
</table>

Notes:

Item No. 1: Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel by appointment should be submitted at the time of proposals submission.

Item No. 2: Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee as required by labor laws. Breakdown of proposed percentage charges should be submitted and supported.

Item No. 3: Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, mobilization & demobilization costs etc. Breakdown of proposed percentage charges for overhead should be submitted and supported.

The desirable minimum figure of item (1) should be 70% or more of (5).

Item No. 4: Field duty allowance, etc.

Full Name: ________________________
Signature: ________________________
Title: ________________________
# BREAKDOWN OF SOCIAL CHARGES

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detailed Description</th>
<th>As a %age of Basic Salary</th>
</tr>
</thead>
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</tr>
</tbody>
</table>
## BREAKDOWN OF OVERHEAD COSTS

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detailed Description</th>
<th>As a %age of Basic Salary and Social Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
# ESTIMATED SALARY COSTS/REMUNERATION

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Position</th>
<th>Staff-Months</th>
<th>Monthly Billing Rate</th>
<th>Total Estimated Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Professional/ Technical/ Admn Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01</td>
<td>Operation Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Admn Officer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Accountant</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>Office Incharge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Computer Operator</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Sub-Total#1:</strong></td>
</tr>
</tbody>
</table>
ESTIMATED SALARY COSTS/REMUNERATION

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name</th>
<th>Position</th>
<th>Staff-Months</th>
<th>Monthly Billing Rate</th>
<th>Total Estimated Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Plaza Manager</td>
<td>01 per plaza</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>02</td>
<td>Shift supervisor</td>
<td>03 (01 per Shift)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>03</td>
<td>Assistant</td>
<td>01 per plaza</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04</td>
<td>As is on 7A Form</td>
<td>(02 per booth/ Toll lane per shift)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>05</td>
<td>Security Guards</td>
<td>06 (02 per shift)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Sub-Total #2:

Total (subtotal#1 + subtotal#2): ______________
(to be carried to Form 5B)

Comparison of cost will be based on above mentioned man power other then these will be covered in other costs.
In case of difference in manpower comparison of bids will be based upon one standard by applying rates offered by bidder against the position.

Note: However, all the salary costs are to be borne by the OMC.
### Form 3 B

<table>
<thead>
<tr>
<th>DI</th>
<th>Head</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Utilities Bill (Gas, Water, Communication, Electricity, fuel charges of generator etc.)</td>
<td></td>
<td></td>
<td></td>
<td>*</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Cost/Rental of Furniture/Furnishings</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Cost of Office/Other Equipment &amp; Office supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Computers and Accessories</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ii. Photocopy Machines</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>iii Transport Vehicles/Rentals (Including preparations of reports &amp; SOPs and Money accounting, handling transfer &amp; deposits)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Advisory Services and other similar Costs if any</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Insurances/Bonds</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Third party &amp; other insurances as required from companies on NHA Panel. (List Attached)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Medical / Hospitalization, accident and travel insurance policy costs for OMC Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Cost of Bonds and Securities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Taxes (all) as per Govt. of Pakistan Laws</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:**
(to be carried to Form 5B)

- All the expenditures referred and mentioned here are to be payable by the OMC.
Cost of other O&M activities as mentioned in Scope of Services

(Lump sum monthly costs)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Maintenance of Toll Plazas, Buildings &amp; Installations (Including repair work)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Maintenance of approach lanes &amp; Road Furniture</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Provision/Maintenance of Staff transportation, Boarding &amp; lodging</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Clearing &amp; Cleaning Operations Including trash/waste disposal</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Supply of tools &amp; plant</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Maintenance &amp; upkeep of ETTM.</td>
<td>Not to be included at this stage.</td>
</tr>
<tr>
<td>7.</td>
<td>Spare parts supply.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Ancillary costs</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Any other cost associated with Scope of Work but not mentioned above.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Please explain if used)</td>
<td></td>
</tr>
</tbody>
</table>

**Total:**
(to be carried to Form 5B)

* Not to be reflected in total expenditure.
* All these maintenance costs are to be borne by the OMC.
**Form 5 B**

**SUMMARY OF COST OF OMC**
(All costs on monthly basis)

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Advance Tax @ 5% of annual bid/sale</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Salary Cost/Remuneration(Form 2B)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Direct (Non-Salary) Cost (Form 3B)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Cost of other O &amp; M activities as mentioned in SOS (Form 4B)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>OMC’s Overhead and Profit</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Any other cost to be incurred by OMC in performing this O &amp; M Contract</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td><strong>Grand Total (A)</strong></td>
<td>(Per month)</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Grand Total</strong></td>
<td>for 24 months (A x 24)</td>
</tr>
</tbody>
</table>

**Note:**

All of these costs are to be borne by the OMC. All of these have been asked in the proposal just for understanding of the breakup of expenditures of the OMC. Hence the basis of bid shall be the guaranteed revenue to be deposited to NHA by the OMC. The OMC shall not refer to these costs at any stage for amendments, concessions, claims, etc.
### Amount of Guaranteed Money

**Project Name:** ____________ Toll Plaza (N-____)

<table>
<thead>
<tr>
<th>Description</th>
<th>Per month</th>
<th>Total (Per Year)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:- Gross Toll revenue collection Estimated per year from toll plaza Location mentioned in RFP</td>
<td>Rs ________</td>
<td>Rs ____________</td>
</tr>
<tr>
<td>2. Less O&amp;M Expenditure’s including overhead/ cost, advance tax @ 5% of bid/sale price &amp; profits (form 5B) of OMC.</td>
<td>Rs ________</td>
<td>Rs ____________</td>
</tr>
<tr>
<td>3. Net Guaranteed Toll Revenue to be paid to NHA (Excluding Tax)</td>
<td>Rs ________</td>
<td>Rs ____________</td>
</tr>
</tbody>
</table>

Under Sub-clause 236 (a) of Income Tax Ordinance 2001, NHA shall collect advance tax @ 5% on net fixed guaranteed monthly installment of toll revenue collection from the OMC. Therefore, the OMC shall submit the net Fixed advance monthly installment plus of 5% tax on the fixed amount. While submitting bid of toll plaza the same should be kept in mind by the bidder. NHA shall not take any responsibility regarding the payment and non-payment of any tax on behalf of OMC.
Form 6 B2

**Amount of Guaranteed Net Revenue/Net Sale price/ Net Bid Price to NHA (Per Year) for manual Toll Plazas**

<table>
<thead>
<tr>
<th>Description</th>
<th>Toll Plaza Location</th>
<th>Period/ Year</th>
<th>Net Yearly Guaranteed Revenue (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>In Figures</strong></td>
</tr>
<tr>
<td>Net Guaranteed Revenue per month to NHA after deduction of all expenditures as mentioned in Form 1B to 5B and keeping in view the Clause 236 (A) regarding payment of advance Tax @ 5% on net Guaranteed revenue/ Net Bid Price/ Net sale price per month payable by the successful bidder (OMC) over and above the net guaranteed monthly revenue.</td>
<td>_____ Toll Plaza (N-____)</td>
<td>1st Year</td>
<td></td>
</tr>
</tbody>
</table>

- Guaranteed Income/Net Revenue is to be deposited in advance by OMC on 5th of each month to “National Highway Authority, Road Maintenance Account, Islamabad”, positively.
- **Cash Security** against Toll Revenue in the form of **Bank Draft/Pay Order** in favour of National Highway Authority, Road Maintenance Account, Islamabad equal to **One (01) Month Net Guaranteed Revenue** will be provided by Company/Joint Venture (Highest Bidder) which will be released/returned after One (01) Months of successful completion/expiry of Contract Agreement period and handing/taking over of Toll Plaza to the Client (NHA). However, deductions for maintenance expenditure/damages/outstanding amounts (arrears), if any, shall be made accordingly.

________________________________________     _________________________________________________
Signature of Bidder           Name of bidder/ Firm, CNIC No./ NTN and seal of the Firm
BID FOR ETTM TOLL PLAZA
(Only Applicable for ETTM Toll Plaza)

The contract of ETTM toll plaza will be service based and the firm which will quote minimum percentage (%) for operational / service charges on Gross Revenue (Yearly/ monthly) will be considered for the awarded contract.

The Gross Revenue (Yearly/ Monthly) shall have to be deposited by the operator in advance on daily basis in NHA designated Banks in any case, however, if realized revenue is more than the agreed Gross Revenue (Yearly/ Monthly) then the percentage of service charges will be as follows:

Financial proposal form bidder regarding toll plazas having ETTM system installed based on Gross Yearly/ Monthly revenue collection.

Toll plaza name: __________________________.

Service charges on Gross Yearly/Monthly Revenue

- in % __________________________

- (Percentage in words also) __________________________

________________________________________

Signature of Bidder

bidder/ Firm, CNIC No./ NTN and seal of the Firm

Name of

Note: Under Sub-clause 236 (a) of Income Tax Ordinance 2001, NHA shall collect advance tax @ 5% on Auction Amount of toll revenue collection from the OMC. While submitting bid of toll plaza the same should be kept in mind by the bidder. NHA shall not take any responsibility regarding the payment and non-payment of any tax on behalf of OMC.
SECTION – II
SCOPE OF SERVICES

PURPOSE

The National Highway Authority requires professional and technical services of an Operations and Management Contractor (OMC) to perform a variety of operations, management and facility maintenance activities related to and inherent to a complex, computerized state-of-art Electronic Toll Collection and Traffic Management (ETTM) system once installed. The OMC is expected to perform toll collection with existing arrangements till provision of ETTM.

The NHA’s purpose is to develop and establish a program that meets the following objectives: (1) Efficient toll collection operation, (2) Sound financial accounting of revenues and assets, (3) Responsive, courteous customer (patron) service and (4) Service the best interests of the people of Pakistan and the National Highway NHA. Using these objectives as guiding principles, the OMC is encouraged to provide a plan for superior Toll Collection Operations, Management and Maintenance at the said location and associated facilities.

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

The OMC shall ensure that the NHA’s privatization objectives are met and maintained. The OMC shall operate and maintain the NHA’s facilities in strict adherence with the approved Plans and Standards Operating Procedures. Failure to maintain the level of professional services and performance specified in the Contract and/or failure to continuously comply with the approved Plans and SOP’s may provide cause for the OMC to be declared in default of Contract.

TERMS AND ABBREVIATIONS

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

SERVICES TO BE PROVIDED

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

A. General
B. Mobilization
C. Program Management and Administration  
D. Audit / Accounting  
E. Toll Operations  
F. Facilities Maintenance  

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

**PROGRAM IMPLEMENTATION**

National Highway Authority intends to commercialize toll facility operation which shall be carried out in most professional and in state of the art manner.

**1.0 DOCUMENTATION REQUIREMENTS**

**1.1 WORK PLAN, PROCEDURES AND DOCUMENT DEVELOPMENT**

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

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

- Volume 1 - Administration  
- Volume 2 - Audit / Accounting  
- Volume 3 - Operations  
- Volume 4 - Facility Maintenance  

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

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

All documentation prepared and provided under The Contract, shall be as written text, to include, but not be limited to all manuals, SOP, plans correspondence, drawings, graphs, charts, illustrations, etc. The deliverable media shall be standard A4 size bound text documents, and standard 11 x 17 inch drawings, accompanied with the appropriate 3 ½”
diameter electronic computer storage disk media. Copies of all
documents shall also be provided by the OMC to the NHA in an
electronic format acceptable to the NHA. This format shall be Microsoft
Word 97 for Windows and shall be IBM PC compatible or as directed by
General Manager (Finance) NHA.

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

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

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

**The OMC shall ensure that all Plans and SOP’s are approved** and
ready to execute once a phase transition date has been established by
the NHA and provided to the OMC. Failure to have approved plans and
SOP’s executable, as specified, may result in the OMC being declared in
default, and provided the delay is not due to actions of the NHA.

### 1.2 DOCUMENTATION SUBMITTAL SCHEDULE

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

2. A preliminary Document Submittal Schedule shall be submitted with the
proposal. A final schedule shall be submitted to the NHA for review and
approval within the thirty (30) calendar days from the date of the
Contract Notice to Proceed (NTP).
3. The toll rates of the opening year are as under:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Vehicle Category</th>
<th>Rates on National Highways (Per Crossing) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Car/jeep/Toyota land cruiser/Pajero/ and all types of Suzuki van/pick up and equivalent/Tractor without Trolley</td>
<td>20/-</td>
</tr>
<tr>
<td>2</td>
<td>Wagon upto 24 seats, pick up all types modified to carry passengers (Toyota Hilux single/double cabin), Milk truck M-3000, Coaster and Mini Bus built on T-3500 Mazda Chassis(upto 24 seats) and Mini Truck/Tanker built on T-3500 Mazda Chassis and equivalent</td>
<td>30/-</td>
</tr>
<tr>
<td>3</td>
<td>Buses greater than 25 seats</td>
<td>65/-</td>
</tr>
<tr>
<td>4</td>
<td>2 Axle Trucks/Tractor with Trolley</td>
<td>80/-</td>
</tr>
<tr>
<td>5</td>
<td>3 Axle Trucks</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4/5/6 Axle Articulated Trucks</td>
<td>155/-</td>
</tr>
</tbody>
</table>

4. Toll collection efficiency will be 100% for manual toll plaza and 97% for ETTM toll plaza operations.

5. O&M contract shall be for ending period 30th June 2012 from the date of commencement of operation unless otherwise terminated pursuant to the agreement.

6. Immediately after the issuance of Letter of invitation the OMC is expected to commence preparation of the work plan of Operations, Management & Maintenance of Toll Plaza. The OMC is expected to submit the same in thirty (30) days. The work plan will include traffic management, security and Toll collection measures during the operation and maintenance of Toll Plaza package and methodology as well as schedule of implementation of the work plan.

7. NHA may increase or decrease Toll rates at its desecration at any time during the currency of Agreement. This variation will not affect the OMC share in monetary terms. The OMC will, however adjust its monthly guaranteed deposit in NHA Account according to a mutually agreed procedure.
1.3 DOCUMENTATION APPROVAL AND MAINTENANCE

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

(a) The OMC shall prepare and submit to the NHA all documentation specified in Table 1, Document Requirement Listing, no later than the time specified. The NHA accepts no liability for delays in approval of documentation resulting from submittals not made on schedule or in accordance with the contract.

(b) The NHA will, within thirty (30) working days of receipt of scheduled and on –time submittals (i.e. Plans, SOP’s or Reports, etc) conduct its review of the document and return comments to the OMC. These steps will continue until a final approved document has been developed by the OMC and approved by the NHA. The NHA will attempt in good faith, to respond as necessary to all submittal within thirty (30) working days of receipt. However such response time is not, guaranteed for re-submittals, non-scheduled or late submittals. Schedule submittals received on time may receive first priority over such items.

(c) The OMC shall accept any NHA request for changes to the procedure and plan. The document shall be resubmitted to the NHA within ten (10) working days after receipt of the NHA’s review comments unless otherwise allowed in writing by the NHA.

(d) Once accepted by the NHA, the document will be subject to periodic review and modification, in whole or in part, any time, at the discretion of the NHA’s designated representative.

(e) The documentation requirement shall include maintaining two duplicate and complete libraries of approved project documentation in hard & soft copy, one located at the OMC’s toll Operation Office, and one located in the NHA’s Office. The OMC shall provide updates, changes, modification and a current index of materials to ensure the libraries always contain current versions.

Besides the manuals and procedures associated with the ETTM System, the OMC shall as a minimum, maintain the documentation listed in Table 1.
TABLE 1
LISTING OF REQUIRED DOCUMENTATION

The OMC shall prepare and submit the following documents (plans & SOP’s) to the NHA.

**VOLUME 1 – ADMINISTRATION**

<table>
<thead>
<tr>
<th>TYPE</th>
<th>DESCRIPTION</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan</td>
<td><strong>Staffing &amp; logistics including vehicles.</strong></td>
<td>15 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>SOP</td>
<td>OMC Operations Office</td>
<td>30 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Plan</td>
<td>Training</td>
<td>15 Days from Contract Signing.</td>
</tr>
<tr>
<td>SOP</td>
<td>Customer Relations</td>
<td>30 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>SOP</td>
<td>Security and Investigations</td>
<td>15 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Plan</td>
<td>Emergency</td>
<td>15 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Plan</td>
<td>Safety Program</td>
<td>15 Days from issue of Letter of Acceptance.</td>
</tr>
<tr>
<td>Plan / SOP</td>
<td>QM / QA</td>
<td>30 Days from issue of Letter of Acceptance.</td>
</tr>
</tbody>
</table>
### VOLUME 2 – AUDITING / ACCOUNTING

<table>
<thead>
<tr>
<th>SOP</th>
<th>Description</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report</td>
<td>Transaction Accountability Exception Report</td>
<td>30 Days from contract signing</td>
</tr>
<tr>
<td>Report</td>
<td>Account Verification</td>
<td>30 Days from contract signing</td>
</tr>
<tr>
<td>Report</td>
<td>Monthly internal audit report by OMC</td>
<td>30 Days from contract signing</td>
</tr>
<tr>
<td>SOP</td>
<td>Invoice Processing</td>
<td>30 Days from contract signing</td>
</tr>
<tr>
<td>SOP</td>
<td>Cash Deposit and Transfer</td>
<td>30 Days from contract signing</td>
</tr>
<tr>
<td>Report</td>
<td>Deposit Reconciliation Report</td>
<td>30 Days from contract signing</td>
</tr>
</tbody>
</table>

### VOLUME 3 – OPERATIONS

<table>
<thead>
<tr>
<th>SOP</th>
<th>Description</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOP</td>
<td>Toll Operations including SOP of ETTM provided by NHA</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Collection Operations including SOP of ETTM provided by NHA</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Toll Lane including SOP of ETTM provided by NHA</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Ramp Collection including SOP of ETTM provided by NHA</td>
<td>15 Days from Contract Signing</td>
</tr>
<tr>
<td>Report</td>
<td>Collector Shift including SOP of ETTM provided by NHA</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Shift Operations including SOP of ETTM provided by NHA</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Money Handling &amp; Counting</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Deposit Prep and Verification</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>SOP</td>
<td>Discrepancy Reporting</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>Design</td>
<td>Uniforms</td>
<td>30 Days from issue of Letter of Acceptance</td>
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### VOLUME 4 – FACILITY MAINTENANCE

<table>
<thead>
<tr>
<th>SOP</th>
<th>Facility Maintenance</th>
<th>15 Days from issue of Letter of Acceptance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan</td>
<td>Preventive Maintenance</td>
<td>15 Days from issue of Letter of Acceptance</td>
</tr>
<tr>
<td>Listing</td>
<td>Toll and Equipment (excluding server room and allied equipments)</td>
<td>15 Days from contract signing</td>
</tr>
<tr>
<td>Listing</td>
<td>Spare Parts (excluding ETTM system)</td>
<td>15 Days from contract signing</td>
</tr>
<tr>
<td>Budget</td>
<td>Annual Budget</td>
<td>15 Days prior to each year begin</td>
</tr>
</tbody>
</table>

#### 2.0 TRANSITION

##### 2.1 SYSTEM OPERATIONS PLAN

The OMC shall develop and implement a System Operations Plan. The plan shall describe, in detail, the OMC’s methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall address maintaining unobstructed traffic flow, normal and peak toll collections staffing, audit and control of toll transactions and revenues and coordination.

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

##### 2.2 STAFFING

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

The OMC shall provide and maintain a complete list of all project employees and their titles.

##### 2.3 PROPERTY INVENTORIES

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

### 2.4 VALIDITY OF CONTRACT

The contract is valid up to 30\textsuperscript{th} June 2012 from the date of commencement of toll operation by new contractor. This will cater for any changes, operating mechanism, development and modernization etc.

### 3.0 UNIFORMS

#### 3.1 GENERAL

All employees required to meet with the public in a toll collection capacity shall be properly uniformed, which will be provided by OMC. These staff positions shall include at a minimum, toll collectors, toll collection supervisor, security guards and toll collections couriers. The OMC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has sufficient supply.

#### 3.2 UNIFORM DESIGN

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

### 4. PROGRAM MANAGEMENT AND ADMINISTRATION

#### 4.1 FUNCTIONAL RESPONSIBILITIES

The NHA’s program of toll facility operation and maintenance is composed of the following key functional areas:

- Program Management and Administration
- Audit / Accounting
- Toll Operations
- Facilities Maintenance

The OMC shall provide adequate key management-level staff and resources in these areas to develop and maintain an effective program. Requirement for these key program areas are presented in the following sections.
4.2 STAFFING
The OMC shall develop and implement a staffing plan in accordance with Section B.2.2.

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

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

5 OMC OPERATIONS OFFICE (PROGRAM OFFICE)

5.1 CONFIDENTIALITY
The OMC and its personnel, employees, agents, sub-contractors or any other persons acting for and/or on behalf of the OMC shall hold in confidence the contract and all accompanying documents and other information and data, whether technical, financial, legal or commercial, disclosed to it by the employer, which is either expressly marked as confidential, or is deemed to be confidential sue to its nature.

The OMC hereby undertakes to use the Employers information only in accordance with the purpose of fulfilling the Agreement. Without the Employer's prior written consent, the OMC shall not disclose the Confidential Information to any third party by any means. If any dispute arises as to the necessity of any publication or disclosure of any Confidential Information, the same shall be referred to Employer, whose decision shall be final.

The OMC hereby agrees to use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential such Confidential Information, including, without limitation:

I. Ensuring that such Confidential information is disclosed only to responsible employees on a need-to-know basis and who have first been properly instructed to maintain such Confidential Information in confidence;
II. Not disclosing to any third party the existence of this Agreement, the terms and conditions of this Contract or any Confidential Information.
The OMC further agrees, upon expiration or either termination of this Agreement, for whatever cause, all Confidential Information
disclosed hereunder, including copies thereof shall be returned to
the Employer within three (03) working days of such termination or
expiration, or if the Employer instructs the Confidential
Information to be destroyed, the OMC shall sign a declaration
certifying all related Confidential Information has been destroyed
within three (03) working days thereof.

5.2 OMC OPERATIONS OFFICE SOP

The OMC shall develop, implement and maintain a OMC Operations
Office SOP. The SOP shall depict the policies and procedures used in the
execution of the operations and management of the program.

6 HUMAN RESOURCES MANAGEMENT

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

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

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

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

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

7 TRAINING

The OMC shall develop, implement and maintain a Training Plan
detailing a program to ensure all OMC personnel are knowledgeable and
competent in all phases of their jobs. The plan shall be submitted to the
NHA for review and approval as indicated in Table 1.

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

- Provide a complete new employee orientation program to
  include, but not be limited to, introduction to the NHA.
- Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided as appropriate for all processes and procedures used in the performance of work under the Contract.

- Fully train all toll operations personnel in the area of customer services

- Staff spatially guards should be trained to perform duties of first aid, fire control and any terrorist activity.

8 CUSTOMER AND PUBLIC RELATIONS

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

The procedures shall provide for a personnel customer training program, described previously, as part of each new employee’s process. The procedure shall include disciplinary action to be employed in case of noncompliance with procedures. The procedure shall include a section covering the distribution, including circulars and flyers, to toll customers.

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

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

9 SECURITY AND INVESTIGATIONS

The OMC shall develop, implement and maintain a Security and Investigations Procedure. The procedure shall be submitted to the NHA for review and approval as indicated in Table 1.

The OMC shall provide security for all toll collection facilities including the safety and security of employees as well as the physical structures. The OMC shall provide and maintain strict security for all operating funds and collected revenue. The security procedures shall include the installed security / card access (CARDKEY) system (which is integrated with the ETTM System) at each NHA facility. The OMC shall develop additional procedures as necessary to include quarterly security inspections. Reports summarizing the inspection results shall be submitted to the NHA not later than 15 days after the security
inspection is completed. The OMC shall make semiannual report to the NHA staff regarding security items repaired and / or improved for the security of the NHA’s facilities.

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

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

10 EMERGENCY PLAN

The OMC shall develop, implement, and maintain an Emergency Operations Plan to ensure that toll operations and facilities are maintained and protected in emergencies. The OMC shall submit the plan to the NHA for review and approval as indicated in Table 1.

The OMC shall maintain toll operations during all emergencies including fire, accident, and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Chairman, National Highway Authority, or the NHA’s Representative.

11 SAFETY

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

OMC shall maintain equipment for fire (fire extinguishers, water, CO2 , foam) and medical emergencies (first aid kits).

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

12 QUALITY MANAGEMENT / QUALITY ASSURANCE

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

As a minimum the plan shall address the following items.
12.1 QUALITY POLICY

This policy shall reflect a commitment to achieving the highest standards in terms of patron satisfaction, error-free performance in carrying out the procedures necessary to provide toll operations services, and maintaining good organizational relationships with the NHA and law enforcement personnel.

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

- Achieving a high level of customer satisfaction by minimizing delays through toll plaza, establishing and carrying out a customer complaint resolution system, and periodically surveying customer satisfaction.

- Accurately collecting, depositing and auditing all tolls paid by customers to use NHA facilities

- Providing proper and adequate financial controls and sufficient procedures to eliminate loss of funds collected.

- Providing managerial, financial and maintenance reports and statistics as required for appropriate review and monitoring by the NHA

- Operating and maintaining facilities, equipment and grounds efficiently and effectively and in ways that provide for a clean appearance.

12.2 QUALITY MANAGEMENT / QUALITY ASSURANCE SYSTEM

The organizational structure, responsibilities, procedures and process that are related to all aspects of toll operations shall be addressed by the OMC.

12.3 QUALITY ASSURANCE

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

12.4 QUALITY CONTROL

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

12.5 FACILITIES, EQUIPMENT AND UNIFORMS

- Ramp collection facilities shall be checked by the OMC Supervisor or other designated personnel as often as necessary to ensure proper operations.

- All equipment and facilities needing maintenance or repair must be reported and repaired immediately according to the approved SOP.

- All approach slab /lanes to be pothole, cracking raveling free at all times. If the civil work is to be carried out, NHA may be informed in writing who will carry out the civil work.

- Ongoing inspection of all uniforms and personnel equipment to identify items needing repair or replacement.

- Designated Employees shall periodically inspect break areas the administration areas and booths. A quick decision shall be made concerning items needing repair or replacement, whether safety hazards exists, whether there is a high probability of fire or accidents and whether areas are secure enough to deter criminal activity.

12.6 SECURITY

- Designated employees shall ensure that all vaults, safes and secure areas are locked secured and accessible to only authorized personnel.

- Receipts of all funds, keys, swipe cards, combinations and property shall be required of all employees. Upon termination, these items shall be collected from the employee.

- If the OMC loses any keys, the OMC shall be responsible for changing out all resembling or affected locks and shall provide the appropriate keys at the OMC’s expense. In the event a master key in the OMC’s possession is lost or duplicated, all locks and keys for that system shall be replaced by the OMC. All new locks shall fit existing master key systems and be keyed to fit existing keys for the locks being replaced.

12.7 CUSTOMER SATISFACTION

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

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

12.7.2 CUSTOMER SATISFACTION SURVEY

The NHA will conduct periodic surveys at its discretion according to appropriate survey research methods. The OMC shall help in the development, distribution, collection and analysis of the surveys. The survey shall include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as degree of friendliness and courtesy shown by collectors, attention paid to unique problem / difficulties faced by the customer, delays while traveling through toll plaza, cleanliness overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes. As part of the SOP the OMC shall outline procedures to respond to areas of poor performance as identified by the survey results.

12.7.3 CUSTOMER COMPLAINT BOXES

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

12.7.4 EMPLOYEE PERFORMANCE ASSESSMENT AND EVALUATION

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

13. FURNISHING AND EQUIPMENT

The OMC shall provide all other office furnishings and equipment required for the project. The OMC may, at its discretion, use designated existing furnishings and equipment owned by the NHA. A list of available NHA items will be provided on request.

The OMC shall provide all supplies necessary for the performance of the work of the contract. Office supplies include, but are not necessarily limited to all forms, printer ribbons, paper, panicles, paper clips,
staplers, staples and similar expendable computer supplies, and floppy disks.

14. PERFORMANCE MONITORING

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

- Monitor, evaluate and assess the OMC’s performance against the SOP and performance standards as established and agreed to by both parties.

- Meet with the OMC monthly / periodically to discuss the OMC’s performance, achievement, deficiencies and / or new areas noted the OMC will be given an appropriate period to correct such deficiencies. Emergency conditions shall be handled on a priority basis.

- Submit a consolidated report and recommended action item list

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

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

The OMC shall submit a self-assessment report with 10 calendar days after the end of each evaluation period. This self-assessment report shall address both strengths and weaknesses of the OMC’s performance during the evaluation period. The report shall clearly address the OMC’s measured performance against the pre-established standards of excellence. Where deficiencies in performance are noted, the OMC shall describe the actions planned, or taken to correct such deficiencies and to avoid their recurrence.

In the event the OMC’s performance is considered unacceptable in any area of the Contract performance, or is in violation of its obligation, the NHA, not withstanding any other penalties and sanctions provided by law, may impose one or more of the following:

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

2. Termination, suspension, or cancellation of the Contract in whole or part.

3. Demobilization cost 5% of O&M expenditure calculated on average of preceding 6 months of that particular year shall be paid by the NHA to the OMC in an event of termination of the contract for Client’s convenience. However no such amount will be paid by the client (NHA) if termination is carried out on the orders of President, Prime Minister or Parliament.

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

15. AUDIT / ACCOUNTING

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

There should be a provision for Data Bank wherein Classified Vehicle Count data along with revenue generated should be available on daily basis. Subsequent daily reports should include cumulative figures separately in terms of numbers and revenue generated by each vehicle category.

15.1 TOLL AUDITING

15.1.1 AUDITS

The OMC shall perform daily audits / Counts of change funds, shift banks, deposits, coin vaults, Tour Funds, and collector and lane transactions. These audits shall be documented and retained at the respective toll collection location with a copy retained in the Toll Accounting Office, and a copy forwarded to the NHA. Audits shall be conducted by the OMC Toll Operations Office audit staff monthly. These activities shall include an audit of change funds, shift banks and revenue collected on the day and audit is conducted.

The NHA or its designated representative shall have access to all facilities and applicable operations and maintenance documentation.

There should be a provision for Data Bank wherein Classified Vehicle Count data along with revenue generated should be available on daily basis. Subsequent daily reports should include cumulative figures separately in terms of numbers and revenue generated by each vehicle category.
15.1.2 TRANSACTIONS ACCOUNTABILITY

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

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

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

15.1.3 ACCOUNTABILITY FOR TRANSACTIONS AND REVENUE

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

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

According to the NHA’s policy, any one operating and / or maintaining any of the NHA’s toll facilities shall be responsible for all revenues associated with each vehicle using the facilities.

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

15.2 ACCOUNTING

15.2.1 COST ACCOUNTING

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

The OMC shall use and maintain a PC-based Job Cost Accounting program compatible with the NHA’s existing software package which shall include WordPerfect, Excel, and dBase IV or any latest accounting software package. The NHA will provide an approved copy of the job cost accounting program to the OMC, at no cost, after the issuance of Letter of Acceptance for the Contract. However, it shall be the OMC’s
responsibility to format the program to be compatible with the NHA’s cost accounting system and input the information required to establish the data base.

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

15.2.2 PROCESSING OF THE THIRD PARTY AND MISCELLANEOUS INVOICES

The OMC shall develop and implement procedures for the processing of utility, maintenance and repair, and all miscellaneous invoices related to this work. The procedure must support quick and efficient procurement of facilities.

15.2.3 CASH DEPOSIT AND TRANSFER

The Toll Revenue shall be deposited as guaranteed revenue in NHA’s designated bank account by OMC on monthly basis by 5th of each month.

The OMC shall prepare monthly a Deposit Reconciliation Report. The OMC shall provide a weekly and monthly summary report to the NHA. The report shall depict daily activity, applicable financial transactions dates for all plaza activity. OMC deposited revenue, and banks counts and receipts. Final report format and content shall be subject to the review an approval of the NHA. Report shall be submitted to the NHA in accordance with Table 1, and shall meet the document requirements specified herein.

15.2.4 UTILITIES

The OMC will pay the cost of all utilities at its facilities.

15.3 INVENTORY OF NHA FIXED ASSETS

The OMC, Office of Toll Operations and the NHA shall jointly inventors all NHA owned property during the transition period. The OMC shall report discrepancies and inconsistencies to the NHA.

16. ETTM SYSTEM

1. ETTM system shall be provided and installed by NHA and to be operated by OMC as per the system SOPs provided by NHA.
2. Training to operate the system shall be organized by NHA.
3. Technical support for ETTM system hardware/software shall be provided by NHA.
4. OMC shall ensure that NHA equipment is safe and no OMC employee tampers with the system.
5. NHA reserves the unilateral right to invoke the penalty clause if any risk to the security of the ETTM system is observed.
17. FACILITIES MAINTENANCE

17.1 GENERAL

The OMC shall be responsible for hiring providing and managing a staff (including subcontractors) to perform all activities related to the routine/normal maintenance of the NHA's toll facilities including, but not limited to, operations buildings, ramp buildings, tunnels, canopies, islands, lanes, approach slabs and booths.

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

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

17.2 Payment of utility bills

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

17.3 ROUTINE REPAIR WORK

For this Contract, maintenance repairs are defined as unscheduled work required to prevent the breakdown of a piece of equipment or system or put it back in service after a breakdown or failure. It is the NHA's intent that individual repairs, due to wear and tear or completion of service life of a part of equipment will be sole responsibility of OMC and cost reflected in financial proposal. Replacement of FOG light bulbs, defective signs, painting and lane marking with in plaza limits is also included in routine repair works.

17.4 Major Repairs:

These include replacement of Equipment, Repair of damages caused due to major accidents or hazards. Equipment which has completed its service life or rendered out dated due to technology change. The OMC shall submit a detailed cost estimate to perform the work. This estimate shall include the labor hours by trade, or by the various types of work to be done on the project, and in itemized listing of the cost of supplies, materials, and any overhead. These repair items are paid for on an individual basis and are not considered to be included in the OMC bid price. The NHA shall pay to the Operator the cost of major repair based on CSR rates approved by the competent authority.
18. CUSTODIAL SERVICES

The OMC shall provide management, supervisor, labor, equipment and supplies necessary to perform janitorial / pest control services as described herein. The OMC shall establish cleaning schedules to the NHA’s satisfaction and accomplish periodic work in conformance with those schedules. All manpower necessary for the purpose will be employed by OMC and expenditure included in appropriate head in summary of cost.

18. CLEANING PERIOD

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

18.1.1 All cleaning of occupied space shall be done after normal working hours. Non routine servicing and supplying the toilet rooms, however, may be necessary during normal hours.

18.1.2 Cleaning of outside areas may be done any time during daylight hours unless directed otherwise by the NHA. Cleaning activities shall be scheduled so as not to interfere with plaza operations and with no adverse impact to traffic.

18.2 CLEANING WORK QUALITY REQUIREMENTS

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

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

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

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

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

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

18.2.6 Exterior cleaning: All areas shall be free of debris and trash. Grounds and sidewalk areas shall be free of paper, trash, bottles and other discarded materials.

18.2.7 Public Telephones: all vertical and horizontal surfaces shall be clean and free of dirt, dust, smudges or streaks.

18.2.8 Plaza Control Room Areas: The cleaning requirements in this area shall be the same as room cleaning except that weekly the floor shall be dry mopped. Floor surfaces shall be clean and free of debris or foreign matter. Walls, baseboards and other surfaces including equipment shall be free of splashing and markings. The finished areas shall have a uniform luster.

19. **PEST CONTROL**

19.1 **GENERAL**

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

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

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

20. **FREQUENCY OF SERVICES**

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

21. **QUALITY REQUIREMENTS**

21.1 Programs for the control of rodents, insects and other pests shall be continually in effect. There shall be no signs of infestations.
21.2 The work shall be done quickly at the frequencies shown.

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

22. LANDSCAPE MAINTENANCE

22.1 GENERAL

The OMC shall perform landscaping maintenance to ensure that proper grounds keeping for plaza, ramp and buildings are accomplished on a daily basis. Perform routine yard work type activities including mowing, edging and trimming of the grass shrubs. The area and limits of grounds keeping are distinguishable in the field but, in general, include the vicinity of the plaza.

22.2 LAWN AND GARDEN CARE

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

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

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

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

22.3 TRASH REMOVAL

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

22.4 EQUIPMENT

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

23.1 COLLECTION

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

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

23.2 DISPOSAL

23.2.1 The OMC shall select its disposal facility in accordance with this section.

23.2.2 Recycling – It is the desire of the NHA that all wastes collected as a requirement of the Contract shall be removed from the premises and transported to a processing facility for manufacturing or recycling to the extent available.

23.2.3 Non-recycled Waste- Waste material not transported to a Facility for manufacture or recycling shall be disposed of only through a waste disposal facility that has been certified by the appropriate state agency for waste management, or by the Environmental Protection Agency.

23.2.4 The OMC shall pay all dumping and disposal fees. Profits from the sale or recycled paper, aluminum or other suitable waste material shall be retained by the OMC.

24. BUILDING MAINTENANCE

24.1 GENERAL

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

24.2 WORKMANSHIP AND QUALITY

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

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

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

24.3 LOCKSMITH SERVICES

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

24.4 OTHER BUILDING SERVICES

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

25. EQUIPMENT OPERATION AND MAINTENANCE

25.1 GENERAL

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

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

- Air-conditioning equipment and systems
- Air-handling / distribution equipment and systems
- Domestic water equipment and systems and provide potable water.
- Electrical equipment, lighting switchgear systems, and standby or emergency generators.
- Fire protection equipment and system
- Heating equipment and system
- Sanitary sewage equipment and systems
- Storm drainage equipment and systems
- Utility systems
- Plaza lighting including canopy, island, administration building, parking lot and other toll facility lighting roadway lighting and Fog lights.

### 25.2 EQUIPMENT OPERATION

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

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

### 25.3 EQUIPMENT MAINTENANCE

#### 25.3.1 MAINTENANCE PROGRAM

The OMC shall develop and implement a maintenance program. The OMC shall submit a copy of the plan to the NHA according to Table 2.1. The program shall include, but is not necessarily limited to, a preventive maintenance schedule, periodic inspection, testing, cleaning, lubrication, adjustment, filter cleaning and replacement of parts and repairs to keep the equipment and systems in optimum operating conditions.

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

#### 25.3.1 LEVEL OF PERFORMANCE, WORKMANSHIP

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

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

25.3.3 PREVENTIVE MAINTENANCE

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

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

25.3.4 ELECTRICAL SYSTEM

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

26. PRESSURE CLEANING OF PLAZA LANES

26.1 GENERAL

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

### 26.2 SCHEDULING OF ACTIVITIES

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

The OMC shall comply with the following lane closing requirements:

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

### 27. EQUIPMENT AND SUPPLIES

OMC’s equipment shall meet the following minimum requirements:

#### 27.1 CLEANING EQUIPMENT

Sufficient high pressure cleaning equipment independently proved and capable of sustained operation at a minimum of 10,000 PST of output water pressure at a flow rate of a minimum of 4.5 gallons of water per minute. This equipment shall also have the capability of heating the output water to a minimum temperature of 210 degrees Fahrenheit and must be designed to apply cleaning agents approved by the NHA to surfaces to be cleaned in volume sufficient to attain the desired cleaning results.

#### 27.2 CLEANING CHEMICALS

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

#### 27.3 LIGHTING

Portable lighting equipment, self contained and capable of illuminating work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations. OMC shall not store any Surplus equipment, vehicles or materials at any toll plaza site.
28. **WORKMANSHIP AND CLEANUP**

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

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

29. **PROTECTION OF LIFE AND PROPERTY**

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

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

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

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

30. **WORK AREA SAFETY**

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

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

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

31. **TOOLS AND EQUIPMENT**

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

32. SPARE PARTS

The OMC shall establish and maintain a stock of commonly used spare parts required to support all maintenance requirement of the Contract. Adequate storage for all spare parts shall also be provided by the OMC. The OMC shall develop an initial list and annual budget for recommended spare parts and submit the list / budget to the NHA for information & record.

All spare parts purchased by the OMC for major repairs become the property of the NHA. Any parts removed from service that can be reconditioned and reused shall be so processed.
SECTION - III
ARTICLES (I TO XV)
OF
CONTRACT AGREEMENT
INSTITUTIONAL ARRANGEMENTS

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

Program Designer: “Revenue Section”, of NHA. NHA’s representative duly nominated by the Chairman NHA as Chief Operating Officer.

OPERATIONS & MANAGEMENT
CONTRACTOR (OMC): The Contractor appointed, pursuant to this Agreement for Operations and Management of __________________ Toll Plaza on National Highway (N-_____) to undertake tasks assigned in Scope of Services.

THE EMPLOYER’S ROLE AND OBJECTIVES

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

THE PROGRAM DESIGNER’S ROLE AND OBJECTIVES

• To provide overall guidance to the OMC keeping within the policy framework approved by the Employer.

• Responsible for establishment of necessary Technical and Financial criteria and the operating systems to manage the above mentioned Toll plaza to an optimal level and in most efficient and effective manner within available resources.

• Revenue Section will plan organizes and implements strategies and plans for all toll assets including revenue collection through tolling operations.

SERVICE PROVIDER’S ROLE AND OBJECTIVES

• The Service Provider shall carry out all the works remaining in the overall policy of the Employer in accordance with the agreed programs, jointly developed with Program Designer.

• The Service Provider’s Scope of Services related to various aspects of the contract is given in more detail in the Agreement and Appendices.

• The Program Designer shall be NHA’s representative for the purpose of certifying the works/services.

• Detailed SOPs to this regard shall be submitted by OMC within thirty (30) days from the Effective Date for the approval of Program Designer.
For all coordination purposes with the NHA, OMC is required to act through Program Designer which will serve as the NHA representative and contact person for this program.

**NHA’s Representations, Warranties and Covenants**

The NHA hereby represents and warrants to the OMC that as of the date of this Agreement:

It is duly created pursuant to the National Highway Authority Act, 1991 as amended and has complied fully with all applicable Laws of Pakistan in the grant of this Project;

The Project Site falls within the jurisdiction of NHA and that NHA is duly authorized under the Laws of Pakistan to enter into the Agreement with regard to the Project Site;

This Agreement has been duly authorized, executed and delivered by it and constitutes the legal, valid and binding obligation of NHA; and

The NHA has all necessary authority and power with regard to the Project and in respect of all other matters which are the subject of this Agreement and has the right to transfer such of those powers to OMC as may be required to uphold the terms and obligations of this Agreement.

In carrying out its obligations, NHA hereby represents and covenants that:

(a) NHA will exercise its powers under the National Highway Authority Act, 1991, the rules and regulations framed there under and all other Laws of Pakistan and amendments made thereto in a manner that is consistent with this Agreement;

(b) NHA shall use its good offices to support OMC’s performance of its obligations to carry out its obligation pursuant to the Agreement, but without assuming any liability or obligation in this regard unless expressly stated in this Agreement;

(c) NHA shall provide all assistance as OMC may reasonably request, to support in obtaining permissions, licenses which are required by OMC from time to time for the purposes of the Project;

(d) NHA will expeditiously grant or assist the grant or processing of applications for any work permits, employment passes, visas and other permits, as necessary for OMC, its directors, employees, contractors and other individuals employed for performance of its obligations pursuant to this Agreement; and

(e) NHA will comply with all the terms and conditions of this Agreement.
Working Procedures

Objective of appointing OMC is broadly covering the following aspects of Operations, Management and Maintenance of the ________ Toll Plaza on National Highway N–____.

1. Collection of tolls @ 100% efficiency for manual and 97% ETTM toll plaza operations on behalf of NHA and depositing the guaranteed revenue to “National Highway Authority, Road Maintenance Account” on monthly basis, in advance, on or before 5th of each month, positively, in the manners agreed, in designated banks as approved by the NHA and further maintaining and submitting daily/weekly record thereof to NHA in a pre-agreed format.

2. Exercise administrative control of buildings and other assets of NHA including all equipment, machinery, utilities, installations, ancillary facilities within the Toll Plaza premises in a manner consistent with international practices.

3. OMC shall prepare balance sheet, income statement, expenditure statements, tax statements, profit/loss statements and all other statements as may be deemed necessary during the currency of contract. OMC shall submit to NHA on annual basis audited statements as may be required by NHA.

4. NHA Internal Audit Team shall carry out audit on quarterly basis. OMC shall facilitate the Audit Team.

5. NHA team will visit the toll plaza premises time to time in order to ensure the smooth running of the facility and to inspect the terms and conditions of the agreement are being followed or not.

6. Classified Vehicle Count data along with revenue generated should be available on daily basis. Subsequent daily reports should include cumulative figures separately in terms of numbers and revenue generated by each vehicle category.

7. Under the NHA Executive Board policy decision, to facilitate the frequent road users i.e. various government / semi government / private sector organizations / private transporters and individuals, who daily/frequently traverse through a specific toll plaza on national highway network a monthly passes under foolproof mechanism can be issued. Monthly advance payment is to be made by the road user to plaza operator. Issuance of passes will be the responsibility of plaza operator.
ARTICLE I

PURPOSE OF AGREEMENT DEFINITIONS

1.1 PURPOSE; INCORPORATION OF SCOPE OF SERVICES

(a) The Scope of Services with this Agreement, sets forth the terms and conditions for the provisions of operation, management and maintenance services with respect to the System.

(b) All terms and provisions of the Scope of the Services are incorporated, the provisions specifically set forth in this Agreement and those set forth in the Scope of Services shall be construed to supplement each other, so as to give effect and meaning to all term sand provisions. If there is conflict between any terms of the Scope of Service and terms specifically set forth herein then, unless otherwise specifically provided herein or in the Scope of Services, the terms of this Agreement shall prevail and take precedence over the terms of the Scope of Services to the extent necessary to resolve such conflict.

1.2 DEFINITIONS

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

ARTICLE II

GENERAL CONDITIONS

2.1 SCOPE OF SERVICES

Except as otherwise provided in Paragraph 2.4 or elsewhere in this Agreement throughout the Term of this Agreement (as herein defined). OMC shall operate, Manage & maintain all Tolling facilities Operations. Additionally OMC shall provide all management, supervision, labour, materials, and administrative support necessary to perform the Services described in the Scope of Services. (the foregoing, being referred to herein as “Services”). All in accordance with the criteria set forth in the provisions of this Agreement including all appendices.

The scope of the Project and the obligations of OMC shall include:

Provision of operation, management, supervision, administrative and maintenance services with regard to the Project Site;

Supply of labour, materials, equipments and other resources necessary for the performance of the Services;
Performance of the Services in a manner that will promote harmony and accord between OMC and other contractors rendering various services on the Project Site;

Cooperation with the NHA and any authorized person(s) or entity acting on NHA’s behalf, with regard to the transfer of the Project Site to the NHA or any person(s) or entity nominated by the NHA upon expiry or early termination of this Agreement;

Maintenance of effective disaster management facilities;

Provision of first aid to effectees at a scene of accident on the Project Site;

Routine maintenance of the Project Site;

Printing of tickets to be issued to commuters upon collection of toll in accordance with instructions issued by NHA and maintenance of verifiable daily record of such tickets;

Payment of all utilities and all other expenditure incurred in providing Services pursuant to this Agreement;

Compliance with all instructions and directions of NHA, as provided from time to time; and

Compliance with all the provisions of this Agreement.

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

(a) The Project Site and all its lanes shall operate non-stop for twenty four (24) hours of the day;

(b) All employees deputed by OMC at the Project Site shall be in proper uniform as approved by the NHA;

(c) Booth operators at the Project Site shall have a minimum educational qualification of matriculation;

(d) Work timings for the Project Site staff shall be non-stop eight (08) hour shifts per day;

(e) At least seventy (70) percent of the Project Site staff shall be employed from the surrounding areas of its locality;

(f) The Project Site along with its equipment and structure shall be kept and maintained in good and clean condition;

(g) Suitable and well-organized security arrangements shall be provided at the Project Site and its surrounding area for the safety of commuters;
(h) OMC shall submit Toll Revenue Security a bank draft/pay order, equal to one month Guaranteed Amount due to NHA;

(i) OMC shall deposit one month Guaranteed Amount in advance as security deposit (“Security”) with NHA;

(j) OMC shall deposit the revenue collection from the Project Site on a daily basis in a designated bank account approved by the NHA;

(k) There are no proceedings pending or threatened for the liquidation of OMC or that could materially or adversely affect the performance by OMC of its obligations under this Agreement;

(l) This Agreement has been duly authorized, executed and delivered by it and constitutes the irrevocable, legal, valid and binding obligation of it; and

In the event of termination of this Agreement by NHA for convenience or due to the OMC’s default, the OMC shall only have a right to claim damages in accordance with the terms of this Agreement and not to seek continuation of performance of Services, and the OMC shall not petition any Court in an attempt to restrain NHA from assuming control of the Project Site.

2.2 COOPERATION WITH OTHER CONTRACTORS

(a) From time to time during the Term, NHA may award or execute other contracts relating to its ownership, operation or maintenance of the System or of other facilities on other roadways that are not included within the System. Such contracts may be executed with respect to work currently defined as part of the Services, if this agreement is terminated with respect to such work, whether for reasons of default of OMC hereunder, Termination for Convenience (as defined in Paragraph 2.4) or otherwise. OMC Shall fully cooperate with the NHA and the parties to such other contracts, shall adjust scheduling to the extent reasonably possible; and shall diligently endeavor to perform its Services in a manner that will promote integration, synergism and efficiency.

(b) among OMC, NHA and the other contractors. OMC shall not commit nor permit any action on the part of its employees or agents that might unreasonably interfere with the performance of work by any other contractor of NHA.

2.3 SERVICES PERFORMED WITHIN PLAZA

(a) The Services to be performed by OMC shall be performed solely within or with respect to the Plaza as defined in subparagraph (b). OMC shall have no rights or obligations to perform any work or Services outside the geographical limits of the Plaza.

(b) For purposes of this Agreement, the term “Plaza” shall mean and include the toll collection booths structures and associated
facilities located along the Highway, as well as those facilities located along entrance or exit ramps providing access to and from the Roadways. However, mainline Plaza can generally be described as the entire width of right-of-way for a distance of 200 meters in each direction along the roadway centerline from the centerline of the plaza tunnel. Ramp Plaza can generally be described as the area extending 130 meters outward from the maximum extent of the ramp plaza facilities including pavement areas, guardrail, equipment and other associated structure, or as reasonably directed by the NHA.

2.4 TERMINATION FOR CONVENIENCE OF NHA

(a) NHA shall have the right at any time and from time to time during the Term, and for any reason whatsoever in NHA’s sole discretion, to terminate this Agreement with respect to all or any portion of the Services (such total or partial termination being referred to herein as a “Termination for Convenience”). NHA may exercise its right of Termination for Convenience by furnishing to OMC written notice of its election to do so, which notice shall specify the Services that NHA has elected to remove from the scope and operation of this Agreement. The Termination for Convenience as to such Services shall be effective Forty-Five (45) 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, maintenance and management tasks that continue to be required to be performed by OMC hereunder.

(b) As of the date upon which a Termination for Convenience is effective, NHA shall reduce the Toll revenue amount, so as to exclude receipts and expenditure for those elements of work and Services as to which NHA exercised its right of Termination for Convenience.

(c) In no event shall Termination for Convenience be deemed a default by NHA under this Agreement or the Scope of Services. Nevertheless NHA recognize that a Termination of Convenience will cause temporary but adverse financial consequences upon OMC. The parties recognize and agree that the precise amount of the adverse financial consequences that would be suffered by OMC would be impossible to predict at the time of execution of this Agreement. Therefore, the parties agree that a termination fee will be paid by NHA to OMC upon the occurrence of any Termination for Convenience, which termination fee is a fair and reasonable estimate of the adverse economic consequences that will be sustained by OMC. The termination fee shall be paid by NHA to OMC @ 5% of O&M expenditure of that particular year.

2.5 OWNERSHIP OF DOCUMENTS, INVENTIONS AND COPYRIGHTS

(a) NHA is and shall remain the sole owner of all rights (including copyrights, trademarks, patent rights and other intellectual property rights) with regard to the SOP Manual (as herein defined),
the system and all plans, documents, software, data and items developed with respect to the design, construction, or installation of the system or in the performance of this agreement. 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 other than in performance of its duties hereunder without NHA’s prior written consent.

2.6 **APPLICABLE LAWS AND REGULATIONS**

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

**ARTICLE III**

**TERMS OF AGREEMENT AND EFFECTIVE DATE**

3.1 **TERM OF AGREEMENT**

The term of this Agreement (the “Term”) shall be for a period up to 30th June 2012 measured from the Effective Date (as defined in 3.2).

3.2 **EFFECTIVE DATE**

The date upon which OMC shall commence performing the services of collection of toll on the specified toll plaza awarded to OMC after signing of the Contract Agreement from the date of taking over of the toll plaza.

3.3 **TOLL LOCATION**

The toll location of toll plaza is ____________ on National Highway (N-______).

3.4 **DEPOSIT OF REVENUE BY OMC**

The Guaranteed Revenue is to be deposited in advance by OMC on 5th of each month to National Highway Authority, Road Maintenance Account, positively as prescribed in Clause 7.1 and for ETTM Toll Plazas a Gross Revenue is to be deposited on daily basis by the OMC in NHA designated Account opened/to be open near the site.

In all cases all utility charges, maintenance of toll plaza, payment of all relevant taxes, salaries and other applicable benefits of the staff, operational expenses including printing of toll tickets, Toll Authority Cards (TAC – for toll plazas where ETTM system is installed, subject to approval of Authority), conveyance and accommodation shall be borne by OMC and TAC shall be approved by NHA before issuance.

3.5 **Toll Rates**

3.5.1 OMC shall ensure that the approved toll rates are charged without a single violation throughout the year. The toll rates are given as under:
<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Vehicle Category</th>
<th>Rates on National Highways (Per Crossing) (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Car/jeep/Toyota land cruiser/Pajero/ and all types of Suzuki van/pick up and equivalent/Tractor without Trolley</td>
<td>20/-</td>
</tr>
<tr>
<td>2</td>
<td>Wagon upto 24 seats, pick up all types modified to carry passengers (Toyota Hilux single/double cabin), Milk truck M-3000, Coaster and Mini Bus built on T-3500 Mazda Chassis(upto 24 seats) and Mini Truck/Tanker built on T-3500 Mazda Chassis and equivalent</td>
<td>30/-</td>
</tr>
<tr>
<td>3</td>
<td>Buses greater than 25 seats</td>
<td>65/-</td>
</tr>
<tr>
<td>4</td>
<td>2 Axle Trucks/Tractor with Trolley</td>
<td>80/-</td>
</tr>
<tr>
<td>5</td>
<td>3 Axle Trucks</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>4/5/6 Axle Articulated Trucks</td>
<td>155/-</td>
</tr>
</tbody>
</table>

3.5.2 NHA may increase the toll rates with the approval of NHA Executive Board when deem appropriate. Programme Designer will calculate the effect of enhancement of toll rates and respective increase in revenue. Additional revenue expected to be collected as a result of such enhancement will be paid to NHA by the OMC without deducting any share.

3.6 TOLL EFFICIENCY

Toll collection efficiency is agreed to be 100% for manual toll plazas and 97% for ETTM equipped toll plazas.

3.7 PERFORMANCE INDICATOR:

The following performance indicators are being established, in which the performance of Operations and Management Contractor shall be monitored by NHA:

3.7.1 Toll Operations:

(I). General

a. 24 hours a day, 365 days a year, round the clock toll booths shall be manned & toll lanes maintained operational. No lanes shall be closed for more than two (02) hours in twenty four (24) hours, provided that prior information is given to NHA for necessary repairs, if needed to be carried out.

b. Only toll collection staff & security staff shall be allowed at toll collection booths, no other person should be seen at toll booths.
No guests shall be allowed to meet the toll collection staff at site during operations.

c. Healthy environment shall be ensured in and around the toll booths & toll lanes as well as toll operation centers.

d. All staff on duty shall wear the uniform approved by NHA.

e. The name and ID Card numbers of administrative staff will be displayed on the toll booth for public information during duty hours.

(II). If ETTM System is Installed

f. All equipment in Toll booths & TOC’s shall be functional at all times and in case of any break down response time for repair/replacement shall not exceed Six (6) hours.

g. In case of emergency break down, energization shall be ensured in sixty (60) seconds. SOP to this effect shall be prepared by OMC and got approved from NHA.

h. Terms and conditions, with respect to Technical and Financial aspects, will be negotiated with the OMC/Operator on completion of installation of ETTM System for further continuation of Operations and Management of the Toll Plaza on negotiated terms and conditions. In case, the negotiations are not successful between NHA and toll operator, the O&M Contract will be terminated immediately and Open Bidding for procurement of new O&M Contract will be conducted.

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

The OMC and NHA shall jointly develop detailed asset inventory and its current value. OMC will adjust value of asset with every improvement or further additions to the asset. It shall be mandatory for OMC to prepare balance sheet, income statement, expenditure statements, tax statements, profit/loss statements and all other statements as may be deemed necessary during the currency of contract. OMC shall submit to NHA on annual basis, or as required, all above duly audited statements.

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

3.7.3 ETTM - (applicable when ETTM system is installed)

Each & every component of ETTM shall remain functional at all times. Manpower requiring technical training pertaining to operations of ETTM system will be trained by NHA or any agency engaged for this purpose by NHA. However, OMC shall provide requisite manpower for such training that shall have minimum technical qualifications/expertise required to operate the equipment. The maintenance of hardware and software shall remain with NHA. However, any damage caused to system hardware, due to misuse, shall be replaced or repaired at the cost of OMC.
3.7.4 Management of Toll plaza

OMC shall ensure:

a. The management, operational & security staff to be available at site at all times throughout the year.
b. Preparations, updating and keeping of documentations, SOP’s and record as mentioned in para 1.4 table 1 of Scope of Services.
c. Daily toll operation management reports.
d. Incidence reports.
e. Toll plaza status reports.
f. Management check list.
g. Daily certificate of toll income.
h. SOP's for utilities payments.
i. Compilation of daily report.
j. Shift attendance reports duly certified by shift incharge & signed by Manager Operations.
k. Security of all manpower, material & NHA revenue.

3.7.5 Maintenance:

a. The OMC shall maintain toll plaza, including toll booths, tolling lanes, barriers, ramps, toll plaza buildings, toll operation centers & its premises, round the year clean & tidy.
b. The ETTM equipment installed and handed over to the OMC for carrying out toll operations electronically shall be looked after and maintained in a manner defined in the SOPs. OMC shall get the toll facility insured including the ETTM system.
c. The OMC shall beautify the premises & maintain such beautification throughout the year ensuring healthy environment.

3.8 PENALTIES:

Failure of OMC to comply with the requirement as indicated in the Scope of Services and Article III of Contract Agreement more particularly as per established performance indicators shall expose the OMC to the penalties as stated below;

i. For non performance with respect to any of the performance indicators, the OMC shall be fined Rs.10,000.00/- per occurrence & a black dot will be recorded by NHA.

ii. If the fixed guaranteed monthly advance revenue is not deposited in NHA designated account by the 5th of each or any month (Due date 1st of each month with five (5) days grace period), a penalty of Rs. 100,000/- (Rupees hundred thousand) per day shall automatically become effective and finally if the said amount is not deposited in designated NHA account by 10th of each month, the contract shall automatically stand terminated and cash security amount deposited with NHA automatically forfeited. The cash security amount shall be equal to the revenue of One (01) month as per the bid amount of the contractor translated into daily revenue.

iii. The penalty shall be imposed by NHA designated officer not below grade-18, notified by NHA as representative of program designer.
iv. Non-submission of SOP manual within specified time will make OMC liable for fine of Rs. 10,000/- per day of delay.

v. In case of over charging by OMC a penalty of Rs.100,000/- per day shall be imposed on per occurrence and (05) five black dots will be recorded by NHA.

vi. In case of tempering of ETTM system by OMC a penalty of Rs.200,000/- per day shall be imposed on each occurrence and (05) five black dots will recorded by NHA. In addition the cost of repair/ replacement for making ETTM system fully operational shall also be borne by the operator.

vii. The OMC shall be liable to contractual penalty of Rs.100,000/- (Rupees One Hundred Thousand Only) upon each event of charging the commuter above the toll rates prescribed by NHA; provided that, no such fine shall be affixed by NHA without providing the OMC an opportunity to be heard.

viii. A penalty of Rs. 1,000,000/- (Rupees One Million Only) per occurrence of system breakdown of ETTM for one (01) hour (Aggregate) with in 24 hrs shall be imposed on OMC.

Note: Lane required to be closed for repair & maintenance will be got sanctioned from program designer on telephone followed by Fax prior to commencement of work.

3.9 DEFAULT OF OMC

In addition to the conditions set forth in Article IX (Default Dispute Resolution Remedies) Para 9.1(a), following criteria will determine OMC’s default;

a. A warning to be issued to OMC at award of five (05) black dots.

b. Notice for termination on OMC default at ten (10) black dots.

3.10 CAPITAL EXPENDITURE

All capital expenditure required for effecting necessary improvements to the toll plaza infrastructure and allied facilities shall be borne by NHA.

ARTICLE IV

4.1 REMOVAL

Promptly upon request of NHA, OMC shall remove from activities associated with or related to the performance of this Agreement an employee whom NHA considers (for any reason whatsoever, in NHA’s sole discretion) unsuitable for such work. 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 described in this paragraph or in consideration of all exercise thereof.
4.2 REASSIGNMENT

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

4.3 DRUG-FREE WORKPLACE REQUIREMENTS

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

4.4 COMPLIANCE WITH WORKPLACE LAWS

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

(b) OMC acknowledges that its employees, agents and subcontractors, and the employees and agents of OMC’s subcontractors and agents, are not employees or agents of NHA and that OMC will not be acting as NHA’s agent or on its behalf for purposes for complying with laws and regulations pertaining to workplace safety, labor and employment.

4.5 MANDATORY EQUAL EMPLOYMENT OPPORTUNITY

(a) On or Ten (10) days after the Effective Date, OMC shall submit to NHA for its review and approval, OMC’s proposed equal employment opportunity policy and as per the existing rules of OMC’s Organization.

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

(c) OMC shall submit details of all employees on quarterly basis to the programme designer for evaluation of clause 4.5 implementation.

(d) At least 20% of the staff on toll plaza with ETTM system in the vicinity of major cities shall consist of female gender during day time shifts.

4.6 NOTIFICATION OF CONVICTION OF CRIMES

OMC shall notify the NHA of disciplinary action taken against its employees, if convicted of any crime, according to the rules and regulations of OMC.
ARTICLE V
STANDARD OPERATING PROCEDURE MANUAL

5.1 PURPOSE OF SOP MANUAL

(a) The NHA desires to make available to the public a high level of service and quality in the operation of the System. As part of its obligations under this Agreement NHA shall provide the OMC with the SOPs regarding toll operations to be carried out with ETTM system whereas OMC shall prepare a written Standard Operating Procedure Manual (the “SOP” Manual) which shall include standards of performance with which OMC, its employees and agents must strictly comply throughout the Term, as mentioned in section 1.0 Documents Requirements of Scope of Services. The OMC shall get the Approval of SOP manual from Employer. The SOP Manual shall include all components specified in the Scope of Services and will also define the technical support protocol in detail. The protocol for obtaining technical support shall be provided by NHA. The SOP Manual also shall set forth provisions of any necessary coordination procedures among OMC, the NHA and any other parties to whom the NHA awards contract from time to time with respect to the Highway. The SOP Manual shall include and cover all procedures of every kind or nature necessary for the performance of the Services as specified in the Scope of Services. OMC shall provide the Services at all times in accordance with this Agreement, the Scope of Services, and the procedures stated in the approved SOP Manual.

(b) Following development and acceptance of the SOP Manual in accordance with this Agreement and the Scope of Services, OMC shall comply with the SOP in its performance of Services, OMC and NHA shall revise and update the SOP Manual from time to time in accordance with Scope of Services. References herein or in the Scope of Services to the SOP manual shall be deemed to refer to the SOP Manual as it may be amended, modified or supplemented from time to time.

(c) Without limiting the generality of other provisions of this Agreement or the Scope of Services with respect to updates and revisions of the SOP Manual, NHA may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by NHA, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

(d) Failure to comply with the approved SOPs will result in a penalty amounting to Rs. 100,000/- (one hundred thousand) per occurrence. This penalty will be over and above the cost incurred for rectification of the damage caused to ETTM equipment installed at the site.
In case of accident, natural calamity etc. the loss will be borne by NHA.

ARTICLE VI
ASSIGNMENTS OF AGREEMENT; SUBCONTRACTS

6.1 ASSIGNMENTS RIGHTS AND LIMITATIONS

(a) NHA has selected OMC to perform the Services based upon characteristics and qualifications of OMC and its employees. Therefore, OMC may not assign, delegate or subcontract its rights or obligations under this Agreement. Any attempt by OMC to assign or subcontract any performance of this Agreement without such consent shall be null and void and shall, at NHA’s option, constitute a default under this Agreement.

(b) OMC may assign its rights to receive payment under this Agreement with NHA’s prior written consent, which consent shall not be unreasonably withheld.

(c) NHA may assign all or any portion of its rights under this Agreement with the consent and one (01) month notice to OMC.

ARTICLE VII
DEPOSIT / PAYMENT

7.1 Payment Terms

a) For ETTM Based Plaza

i. The Agreement is subject to a revenue share arrangement between the OMC and NHA and ______ percent of the revenue collected by the OMC shall constitute OMC’s share. The contract of ETTM toll plaza will be service based and the firm which will quote minimum percentage (%) for operational / service charges on Gross Collection (Yearly/ monthly) will be considered for the awarded contract. The toll efficiency must be 97% of total traffic passing through the Toll Plaza for claim of O&M Service Charges. If the toll efficiency is less than 97%, the OMC shall pay the short fall of revenue up to 97%. The 5% Income Tax will be payable by the OMC on their O&M Service Charges under Clause 236(A) of Income Tax Ordinance 2001.

ii. The operational/ service charges of OMC in respect of a particular month will be paid by NHA in the succeeding month.

b) For manual Toll Plaza

The OMC shall deposit the fixed guaranteed amount/ revenue net under this agreement latest by 5th of each month in a designated account approved by NHA.
(i) All payments due under this Agreement shall be in Pakistani Rupees;
(ii) In case of revision of toll rates by NHA after the issuance of offer letter, the OMC shall deposit revised fixed guaranteed monthly revenue on increased basis calculated after mutually agreed procedure.
(iii) All taxes, duties and levies including income tax shall be paid by OMC according to the prevailing Income Tax Laws in Pakistan; and
(iv) If OMC fails to comply or delays compliance with the payment schedule, OMC shall adequately compensate NHA for the consequences and loss caused by such delay according to clause 7.4.

7.2 Currencies of Payment

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

7.3 Pakistan Tax Liabilities

All taxes including income tax shall be paid by the OMC according to prevailing laws of income tax in Pakistan. All personnel and corporate taxes will be paid by the OMC or their personnel.

Income Tax Ordinance 2001 vide Sub-clause 236 (a) provides that any person making sale through public auction of any property or goods confiscated or attached either belonging to or not belonging to government, local government, any authority etc. shall collect advance tax computed on the basis of sale price of such property and at the specified rate given in first Schedule i.e. 5% of the sale price, form the person to whom such property or goods are being sold. The term sale of property has been explained to include the award of any lease to any person, including a lease to the right to collect tolls, fees and other levies by whatever name called.

7.4 Penalty on Delayed Deposit

If the fixed guaranteed monthly advance revenue is not deposited in NHA designated account by the 5th of each or any month (Due date 1st of each month with five (5) days grace period), a penalty of Rs. 100,000/- (Rupees hundred thousand) per day shall automatically become effective and finally if the said amount is not deposited in designated NHA account by 15th of each month, the contract shall automatically stand terminated and cash security amount deposited with NHA automatically forfeited. The cash security amount shall be equal to the revenue of One (01) month as per the bid amount of the contractor translated into daily revenue.
7.5 Cash Deposit and Reconciliation

The OMC shall deposit fixed guaranteed amount/ revenue payable to NHA on monthly advance basis. All deposit slips shall be forwarded to NHA’s concerned office for reconciliation.

The OMC shall provide monthly toll collection summary report including details of daily collection.
ARTICLE VIII

BONDS AND INSURANCE

ISSUES OF BONDS AND INSURANCE
OMC shall arrange bonds (or other security) and insurance acceptable to NHA 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.

8.2 PERFORMANCE BOND
On or before fifteen (15) days after the issuance of letter of acceptance, OMC shall deliver to NHA a surety performance bond (Banks/Insurance companies of NHA’a panel as per list attached) in approved format in the amount of Two Million Rupees (Rs. 2,000,000/-), as security for the performance by OMC of the provisions of this Agreement. NHA may apply for any or all of such bond to be reimbursed to it for damages caused by any defaults of OMC under this Agreement or to remedy any Event of Default. If OMC is not in default at the expiration or termination of this Agreement, NHA will authorize the release and return of the performance bond to OMC. The Form of Performance Bond is at the end of this RFP.

8.3 TOLL REVENUE SECURITY

8.3.1 As surety and security for monthly financial deposits of the collected revenue in the designated bank account by the OMC, the OMC shall deposit One (01) months revenue (as per bid) in the form of a bank draft/pay order in the name of National Highway Authority, Road Maintenance Account, Islamabad. This security deposit shall remain with NHA till one month after the successful completion of the contract. In the event that the contract is successfully completed, the security deposit shall be returned to the OMC one month after the successful completion of contract. However, not withstanding anything contained hereinafter, in case of default in revenue deposit as per the stipulations of the contract, the security deposit shall be en-cashed without any recourse to OMC. The default is defined as OMC’s inability to deposit revenue.

8.3.2 Fixed Advance Monthly Guaranteed Revenue Installment
Upfront on or before the 5th of each month, fixed monthly Advance Guaranteed Revenue Installment along with advance tax @ 5% of monthly net revenue/net sale price payable to NHA under clause 236-A of Income Tax Ordinance 2001 shall be deposited by the OMC as per contract agreement. The 5% advance tax submitted by the contractor
will be forwarded to Income Tax department on behalf of OMC by NHA being the withholding agent.

In the eventuality of default by OMC, there shall be only 10 days remedy period inclusive of 5\textsuperscript{th} of every month then a penalty in accordance with Clause 7.4 of Article-VII shall be imposed on OMC along with the other penalties under the contract. Accordingly, upon termination, OMC shall be demobilized from site immediately. The NHA shall enter upon site or mobilize or cause to mobilize replacement of OMC in the manner as deemed befitting. OMC shall be disqualified for participating in any form of contracting of NHA work in future. The above terms and conditions are binding on OMC without any legal recourse.

8.4 INSURANCE COVERAGE

(a) OMC shall, at its cost and expense, purchase and maintain insurance policies of Rs. 3,000,000/- throughout the contract term. The coverage and minimum limits for the policies are:

- Comprehensive General Liability Insurance, including Contractual Liability Insurance and Completed Operations Insurance having a minimum coverage of Rs 1,000,000/- (Rupees one million only) for any one occurrence of bodily injury or property damage

- and a minimum of Rs 2,000,000/- (Rupees Two million only) per annum aggregate for both General and Products and Completed Operations. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by OMC under this Agreement to cover against:

(i) Loss, damages of the O&M Project facility including ETTM system at replacement value.

(ii) OMC General Liability arising out of contract.

(iii) Third party Insurance for unlimited cases at Rs. 200,000/-.

(iv) Health/hospitalization, Accident and Travel Insurance of OMC’s all Employees.

(b) All insurance policies required to be obtained by OMC under this Agreement shall be issued underwritten by approved insurance companies of NHA and such policies and the terms thereof shall be reasonably acceptable to NHA. OMC shall obtain endorsements to all policies and certificates of insurance providing that:

(i) no cancellation, non-renewal, or reduction in coverage shall be effective unless the insurer first gives NHA forty-five (45) days’ notice;

(ii) the policies are primary, and not contributing, with respect to any insurance that may be carried by NHA;

(c) OMC shall furnish NHA with originals of all required insurance policies along with deposit of first advance monthly installment. OMC may obtain for its own account any insurance not required under this
Agreement. Certificates shall be current accord form and shall reflect additional insurance requirements as may be required herein.

(d) The operator shall, except if and so far as the contract provides otherwise, indemnify the employer against all losses and claims in respect of (a) death of or injury of any person (b) loss of or damage to any property which may arise out of or inconsequence of the execution and operation of toll plaza and the remedying of all the defects therein and against all claims, proceedings damages, cost, charges and expenses what so ever thereof or in relation thereto.

8.5 NHA’S RIGHT TO REMEDY BREACH BY OMC

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

ARTICLE IX

DEFAULT DISPUTE RESOLUTION REMEDIES

9.1 DEFAULT BY OMC

The occurrence of anyone or more of the following events shall constitute an event of default by OMC under this Agreement (each such event being referred to herein as an “Event of Default”)

(i) Failure of OMC or any Subcontractor to secure or maintain insurance coverage of the types and with the coverage’s herein required

(ii) Dishonesty, embezzlement or false reporting of financial information by OMC or any Key Personnel, willing or knowing participation by OMC in a fraud:

(iii) Lack of financial responsibility evidenced by failure to promptly reimburse NHA for any loss or damage to NHA or its property:

(iv) Conviction of any employee or affiliate of OMC of a public entity crime, or placement of the names of OMC or any employee or Affiliate of OMC on the convicted vendor list:

(v) Delay or discontinuance by OMC of the Services to be performed pursuant to this Agreement:

(vi) To extent allowed by law, filing by OMC of a petition in bankruptcy or for reorganization or for an arrangement pursuant to any federal or state bankruptcy law or any similar federal or state law: adjudication of OMC as a
bankrupt or insolvent; assignment by OMC for the benefit of creditors; admission in writing by OMC of its inability to pay its debts generally as they become due filing of a petition or answer proposing the adjudication of OMC as bankrupt or insolvent pursuant to any bankruptcy law or similar in any court, and failure of OMC to discharge such petition or answer within ninety (90) days after the filing thereof;

(vii) Appointment of a receiver, trustee or liquidator of OMC, or of all or substantially all of the assets of OMC, in any proceedings, and failure of OMC to cause such appointment to be canceled or discharged with ninety (90) days after such appointment, if the appointment was not requested by OMC.

(viii) Failure by OMC to satisfy or post bond with respect to any final judgment against within ten (10) days of entry of the judgment.

(ix) Attempt by OMC to assign its rights or delegate its obligations in contravention of the terms of this Agreement or execution by OMC of a Subcontract in violation of the terms of this Agreement.

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

(xi) Failure of OMC to deposit the guaranteed revenue in NHA Account within seven (07) days when it becomes due by 5th of each or any month. Failure of OMC to achieve 100% efficiency on manual operations and 97% with ETTM in toll collection on Toll plaza entrusted to it under the contract.

(xii) Failure to promptly reimburse NHA for any loss or damage caused thereto attributable to an act or omission of OMC;

(xiii) Delay in commencement or discontinuance by OMC in the performance of the Services being rendered pursuant to this Agreement:

(xiv) Failure to comply with the revenue share arrangement under this Agreement and/or pay the Guaranteed Amount;

(xv) Assignment or sub-contracting of the contract;

(xvi) Failure by OMC to comply with its duties and obligations under this Agreement;
(xvii) In case of ETTM toll plazas, if the OMC defaults in deposit of gross amount of daily/monthly collected revenue as per his bid, it shall constitute an event of default and which shall result termination of his O&M contract along with forfeiture of his toll revenue security/bank guarantee without legal recourse;

Provided that the list of defaulting events set out under this Article are non-exhaustive.

If OMC commits a default as set out herein, NHA shall be entitled to exercise the following rights in addition to any or all remedies available to the NHA under the law:

(i) NHA may terminate this Agreement immediately;

(ii) NHA may collect from OMC any amounts due pursuant to this Agreement, or may set-off such receivables against the Guarantee or amounts due to OMC under the provisions of this Agreement or any other contract between NHA and the OMC, including all costs and expenses incurred by NHA due to the occurrence of the default by OMC; and

(iii) NHA shall confiscate the Security deposited by the OMC.

9.2 EVENT OF DEFAULT BY NHA

The failure of NHA to make payment to OMC at the times and in the amounts required by this Agreement shall constitute an event of default by NHA under this Agreement (which circumstances shall also be defined as an “Event of Default”). In the event of Default by the Employer, the Operator may terminate this Agreement by not less than sixty (60) days written notice to the Employer.

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

(a) If OMC commits an Event of Default hereunder: OMC does not cure the Event of Default, and the parties are not able to resolve the dispute in the manner described in paragraph 9.4, NHA shall be entitled to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which NHA may resort, cumulatively or in the alternative, and in addition to such other rights and remedies else where set forth in this Agreement.

(i) NHA may terminate this Agreement and OMC’s rights here under by giving OMC notice of termination. On the fifteenth (15) day following such termination notice or in the date specified in such notice, if later, OMC’s rights here under shall terminate.
(ii) NHA may terminate some but not all of OMC’s rights here under by modifying the definition of Services to exclude those Services as to which the Event of Default has occurred. NHA shall notify to OMC of those Services to be terminated and on the Fifteenth (15) day following such terminations notice, or on the date specified in such notice, if later, OMC’s obligation to perform such Services, and its rights to be paid for the performance thereof, shall terminate.

(iii) If the Event of Default consists of a failure of OMC to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, NHA may either perform such obligation or duty or retain an other party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by NHA to OMC under this Agreement.

(iv) NHA may collect from OMC, or may offset against amounts due or to become due to OMC under the provisions of this Agreement all costs and expenses incurred by NHA due to the occurrence of the Event of Default.

(b) If NHA defaults hereunder; NHA does not cure the default; and the parties have not resolved the dispute in the manner provided in Paragraph 9.4, OMC shall be entitled to the following relief, in addition to any or all other remedies or rights provided by law to which OMC may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement.

(i) OMC may obtain a judgment against NHA for the amounts due and owing to OMC that have not been paid to the OMC.

9.4 DEFAULT NOTICE, REMEDIES

(a) If an Event of Default occurs hereunder, as a condition precedent to exercising and other rights or remedies as a result of such Event of Default, the party claiming an Event of Default has occurred shall send written notice to the other party, specifying the circumstances constituting the default (the “Default Notice”).

(b) If the defaulting party has not commenced efforts to cure the Event of Default on or before ten (10) days after receipt of Default Notice; or if the defaulting party does not diligently prosecute its efforts to accomplish a cure; or if the defaulting party fails to complete a cure on or before thirty (30) days after receipt of the Default Notice (or such longer or shorter period of time as shall be reasonably required to cure Event of Default), then the non-defaulting party shall be entitled to pursue the following remedies:
(i) Except for an Event of Default described in subparagraph (b) (iv) and (b) (v) of this Paragraph, it shall be a condition of the right of any party to institute litigation or submit issues for resolution by means of mediation or non-binding arbitration that the parties attempt to resolve the dispute at a settlement conference, in accordance with the provisions of Paragraph 9.5.

(ii) If the parties are unable to resolve the dispute at a settlement conference, and if the dispute involves an issue that is not of a monetary nature or if the dispute is of a monetary nature and involves an amount of Rs: 400,000/- (Rupees Four Hundred Thousand only) or less, it shall be a condition of the right of any party to institute litigation that the parties first attempt to resolve the dispute by means of mediation in accordance with Paragraph 9.6.

(iii) If the parties are unable to resolve the dispute at a settlement conference and if the dispute involves an issue of a monetary nature and the amount in controversy in more than Rs: 400,000/- (Rupees Four Hundred Thousand only) it shall be a condition of the right of any party of institute litigation that the issue in controversy be submitted for resolution by means of non-binding arbitration in accordance with Paragraph 9.7.

(iv) Notwithstanding anything herein to the contrary, if the dispute is of a monetary nature and the amount in controversy exceeds Rs: 4,000,000/- (Rupees Four Million only), or if the issue involves alleged fraud or theft or failure to account for funds, either party may (but shall not be required to) attempt to resolve the dispute by means of Litigation, without resorting to dispute resolution techniques

(v) Notwithstanding anything herein to the contrary, if the Event of Default is of a nature that requires prompt or immediate remedies or relief, or if the non-defaulting party would suffer significant or incurable harm or damage if required to pursue the remedies or relief in the manner otherwise required under the terms of this Agreement, or if a speedy resolution is otherwise critical, either party may bring an action at law or equity for emergency, provisional or temporary relief (including, without litigation, attachment, or extraordinary writ) or may exercise self-help remedies or may otherwise attempt to minimize the damage that would otherwise accrue as a result of the occurrence of the Event of Default.

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

Except as otherwise provided in Paragraph 9.4 (b) (iv), if either party claims an Event of Default has occurred and the party who allegedly is in default has not cured the Event of Default on or within twenty-five (25) days after initial delivery of the Default Notice, the parties shall schedule and attend a settlement conference to seek resolution of the dispute. Both parties shall endeavor in good faith to seek a reasonable and equitable resolution of the dispute during such settlement conference.

9.6 MEDIATION

(a) If either party claims an Event of Default has occurred of a type described in Paragraph 9.4 (b) (ii), and if the parties were unsuccessful in their efforts to resolve the issue at a settlement conference in accordance with Paragraph 9.5, either party may submit the issue in controversy for resolution by means of mediation.

(b) If either party elects to submit an issue to mediation, the parties shall cooperate in an effort to select a mediator, who shall be an attorney admitted to practice law in Pakistan and Certified as a mediator by the Court. If the parties are unable to agree upon a mediator, each shall select a mediator, who shall select a third mediator, and the proceedings shall be conducted by the third mediator. The parties shall equally share the costs and expenses of the mediator and the mediation proceedings and shall cooperate in good faith in an effort to reach a mutually acceptable resolution of the dispute.

(c) If the parties attempt to resolve a dispute by means of mediation proceedings in accordance with this paragraph but are unable to do so, either party may file an action at law to enforce, interpret or construe the provisions of this Agreement.

9.7 NON-BINDING ARBITRATION

If any dispute or difference shall arise between the Parties hereto touching any Section or subject matter or thing whatsoever herein contained or the operation or construction thereof or any subject matter or thing in any way connected with this Agreement or the rights, duties and liabilities of either of the Parties under or in connection with this Agreement and such dispute or difference cannot be settled through mutual discussion under Section VIII.01, then in every such case, the dispute or difference shall be referred to arbitration under the following provisions:

(a) The rights and obligations of the Parties under or pursuant to this Agreement shall be governed and construed in accordance with the Laws of Pakistan;

(b) The dispute shall be referred to arbitration and finally in accordance with the Arbitration Act, 1940, and any amendment or
substitution thereof. The arbitration shall be undertaken by a retired judge of the Supreme Court or a High Court of Pakistan appointed with the mutual agreement of both Parties. If the Parties cannot agree to the appointment of a sole arbitrator, such an arbitrator shall be appointed by the court. The decision of the arbitrator(s) shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

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

9.8 COOPERATION

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

9.9 CONTINUING PERFORMANCE

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

9.10 PARTICIPATION IN OTHER PROCEEDINGS

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

OBLIGATIONS OF THE PARTIES UPON TERMINATION
OR EXPIRATION OF THIS AGREEMENT

10.1 Obligations

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

a) Promptly upon termination, OMC shall submit to NHA detailed information relating to each Subcontractor and employee of OMC performing work under this Agreement. This information shall be in sufficient detail so that:

(i) NHA will have the ability to contact each Subcontractor and employee;

(ii) NHA can easily determine the role or function of each in regard to OMC’s obligations hereunder and

(iii) If it so elects, NHA may engage each subcontractor or employee on substantially the same terms as had been contracted by OMC.

b) Within ten (10) days after OMC’s submission to NHA of the information described in subparagraph (a) NHA shall notify OMC in writing of each Subcontracts (including vending contracts) and employment agreement to which NHA has or intends to exercise its right to succeed to OMC.

c) Within fifteen (15) days after OMC’s submission to NHA of the information described in subparagraph (a) OMC shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from NHA to OMC as being agreements that it intends to assume.

d) OMC shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or agreements that NHA does not intend to assume. OMC shall initiate settlement of all outstanding liability and claims arising out of the commitments or agreements to be cancelled. OMC shall provide NHA with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that NHA will have (if it so elects) a meaningful opportunity to assume outstanding Subcontracts and employee commitments or agreements. Any settlement shall be subject to approval by NHA.
10.2 EXPIRY DATE

This Agreement shall expire after one (01) year unless terminated earlier pursuant to the terms of this Agreement.

10.3 EARLY TERMINATION OF THE AGREEMENT

NHA shall have the right to terminate this Agreement for convenience as determined in its sole discretion, at any time during the Term, or particular Services being rendered pursuant to this Agreement. NHA may exercise this right by furnishing a written notice to OMC of its election to do so, which notice shall specify the part of the Services with respect to which the Agreement is being terminated. Such termination shall be effective immediately and in any event not later than three (03) days following the date of service of the notice pursuant to this provision. Thereafter, all references to the Services under this Agreement shall be deemed to refer only to the particular part of the Services with respect to which this Agreement has not been terminated.

10.4 TRANSFERS UPON EARLY TERMINATION OR EXPIRY

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

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

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

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

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

10.5 ASSIGNMENT

OMC shall incorporate a provision in all Subcontracts that provide for assignments to NHA (at NHA's election) as more particularly required by paragraph 6.1 of this Agreement. Notwithstanding the incorporation of such provisions, at the request of NHA, OMC shall notify the Subcontractor of its consent to the assignment of the Subcontract and execute an instrument assigning to NHA in writing all of OMC’s rights, title and interest under any Subcontracts that NHA desires to assume. At the sole discretion of NHA, NHA may settle all claims arising out of the cancellation of the Subcontracts.

10.6 CONTINUING LIABILITY

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

10.7 COMPLETION OF THE SERVICES

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

ARTICLE XI
FORCE MAJEURE

11.1 General

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

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

11.3 Termination due to Force Majeure

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

11.4 Continuation of the Agreement

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

ARTICLE XII
MISCELLANEOUS PROVISIONS

12.1 WAIVER

This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties hereto. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition set forth in this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by notice, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

12.2 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.
12.3 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of NHA and its successors, permitted assigns and legal representatives, and shall be binding upon an 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.

12.4 DESIGNATION OF REPRESENTATIVES; COOPERATION WITH REPRESENTATIVES

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

(b) 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.

12.5 GRATUITIES

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

12.6 CONFLICT OF INTEREST

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

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

12.8 LIMITATION ON THIRD PARTY BENEFICIARIES

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

12.9 PERMITS, LICENSES, ETC.

Throughout the Term, 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.

12.10 GOVERNING LAW

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

(b) The Parties bind themselves and acknowledge and accept as final in all respects any decision or award of an arbitration.

(c) If any provision of this Agreement is held to be illegal or invalid under present or future laws or regulations effective.

12.11 NOTICES AND COMMUNICATIONS

(a) All notices required or permitted by law or by this Agreement to be given to the NHA or OMC shall be in writing and may be given by either personal delivery or by registered or by a recognized overnight courier service. Notice shall be sent to the parties at the addresses set forth below or at such other addresses as the parties shall designate to each other from time to time in writing: All correspondence with OMC shall be sent to OMC’s Director (Operations) or as otherwise directed by the Director (Operations). The initial address for such communication shall be:

__________________________
__________________________
__________________________

All communication to NHA shall be sent to NHA at the address set forth as follows:

Chairman,
National Highway Authority
28 – Mauve Area, G-9/1,
P.O. Box No: 1205,
Islamabad, Pakistan.
Any notice or demand given, delivered or made by mail shall be deemed so given, delivered or made on the date of actual receipt. Notices sent by overnight courier service shall be deemed effective on the first business day after deposited with such service, with the fee paid in advance. Any notice, demand or document that is personally delivered shall be deemed to be delivered upon receipt by the party to whom the same is given delivered or made. Notice given by facsimile or telecopy shall not be deemed effective for purposes of this Agreement.

12.12 INTERPRETATION

(a) For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

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

12.13 SEVERABILITY

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

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

12.15 HEADINGS; GRAMMER USAGE; NAMES

Words in the singular number are deemed to include the plural when the sense requires, and the plural shall similarly include the singular. Where the government agencies are named, the name used is deemed to include any successor agency in the event the name is changed or the relevant functions are transferred.

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

12.16 COMPLIANCE WITH LAWS

OMC shall keep fully informed regarding, and shall fully and timely comply with, all laws, ordinances and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority that may affect those engaged or employed in the performance of this Agreement. OMC shall observe all rules and regulations of health officials. OMC shall not requiring worker to work in surroundings or conditions that re unsanitary, hazardous or dangerous to his or her health or safety.

All policies, guidelines, rules and regulations and all applicable laws, shall be read into and made integral parts of this Agreement.

12.17 AUDITS, INSPECTIONS AND TESTING

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

12.18 ENTIRE AGREEMENT

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

12.20 CONFLICT

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

12.21 ENTRY INTO EFFECT

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

ARTICLE XIII

MODIFICATION OF THIS AGREEMENT WITH MUTUAL CONSULTATION

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

ARTICLE XIV

DISCLOSURE CLAUSE

Consultant 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 or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GOP) through any corrupt business practice.

Without limiting the generality of the foregoing, OMC 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 any over 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 including 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.

OMC 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.

OMC 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 right 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, Contractor agrees to indemnity GOP for any loss or damaged incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten time the sum of any commission, gratification, bride, finder’s fee or kickback given by Contractor 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.

ARTICLE XV
CONFIDENTIALITY

The OMC and its personnel, employees, agents, sub-contractors or any other persons acting for and/or on behalf of the OMC shall hold in confidence the contract and all accompanying documents and other information and data, whether technical, financial, legal or commercial, disclosed to it by the employer, which is either expressly marked as confidential, or is deemed to be confidential sue to its nature.

The OMC hereby undertakes to use the Employers information only in accordance with the purpose of fulfilling the Agreement. Without the Employer’s prior written consent, the OMC shall not disclose the Confidential Information to any third party by any means. If any dispute arises as to the necessity of any publication or disclosure of any Confidential Information, the same shall be referred to Employer, whose decision shall be final.

The OMC hereby agrees to use all reasonable efforts to take such action as may be appropriate to prevent the unauthorized use and disclosure of, and to keep confidential such Confidential Information, including, without limitation: Ensuring that such confidential information is disclosed only to responsible employees on a need-to-know basis and who have first been properly instructed to maintain such Confidential Information in confidence; Not disclosing to any third party the existence of this Agreement, the terms and conditions of this Contract or any Confidential Information. The OMC further agrees, upon expiration or either termination of this Agreement, for whatever cause, all Confidential Information disclosed hereunder, including copies thereof shall be returned to the Employer within three (03) working days of such termination or expiration, or if the Employer instructs the Confidential Information to be destroyed, the OMC shall sign a declaration certifying all related Confidential Information has been destroyed within three (03) working days thereof.
APPENDIX – A

GLOSSARY OF TERMS

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

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

**Authority:** National Highway Authority

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

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

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

**Emergency Power:** See Standby Power

**Emergency Generator:** See Standby Generator.

**ETTM:** Electronic Toll and Traffic Management system. The Authority’s system is a state-of-the-art, computerized data collection and processing complex, consisting of the necessary hardware and software to accurately and efficiently collect, process, report, and archive traffic, toll revenue, E-PASS Service Center data and system maintenance activity.

**Mainline Toll Plaza:** A toll plaza located on the mainline of a roadway facility so that all traffic must pass through one of the toll collection lanes. Mainline plaza consist of a barrier plaza manual lanes, a toll operations building and approach and departure roadways.

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

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

**Performance Evaluation Committee:** The committee designated by the Authority to monitor and evaluate the TOC’s performance.
**Plaza Operations Building:** At each mainline toll plaza, this building houses plaza supervisory and control functions, computer facilities, an employee break room, lockers, money vaults, storage room, electrical facilities, mechanical functions, shop counting room etc.

**Ramp Toll Plaza:** This term applies to a toll plaza on a ramp of a limited access roadway that has a toll booth or building on at least one toll island, and has at least one but usually two toll lanes. The island to the driver’s far left (Island “A”) usually contains a combination toll booth, rest room and electrical / computer room. Additional islands to the right of the primary island are only single booths. Ramp plaza are grouped with a particular mainline plaza for operational staffing and accounting purposes.

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

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

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

**System Reports:** ETTM reports of toll system operations and status. Examples of these reports are provided in the ETTM System SOPs.

**Toll Collector:** A person who collects tolls manually.

**Toll Facilities/Plaza Manager:** The person responsible for the entire operation and management of the mainline plaza and all associated ramp plaza.

**Toll Operations Contractor (TOC):** Contracted vendor to operate and maintain specified toll facilities according to the Contract and approved SOPs.

**TOC Operation Office:** The building from which the Toll Operation Contractor conducts the entire operation and management of all mainline plaza and their associated ramp plaza.

**Toll Operator:** See Toll Collector

**Toll Receipt:** A receipt provided to the patron for the payment of cash toll. Available in all manual lanes.

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

**Toll Shift Supervisor:** A person who is responsible for a complete shift at a mainline plaza. May also be responsible for associated ramp plaza adjacent to the mainline plaza.

**Tour:** A toll collector’s shift or duration of work.

**Float:** The cash amount with which a toll collector begins his shift.
**Transaction**: Any vehicle passing through a mainline or ramp toll plaza for which a toll is due (including non-revenue and emergency vehicles), whether or not such passage was recorded.

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

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

**Working Day**: Any calendar day, exclusive of Sundays and public holidays.
### APPENDIX – B

#### ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>OMC</td>
<td>Operations and Management Contractor</td>
</tr>
<tr>
<td>O&amp;M</td>
<td>Operation &amp; Management</td>
</tr>
<tr>
<td>AVC</td>
<td>Automatic Vehicle Classification</td>
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<tr>
<td>ETTM</td>
<td>Electronic Toll and Traffic Management system</td>
</tr>
<tr>
<td>MLT</td>
<td>Manual Lane Terminal</td>
</tr>
<tr>
<td>MSDS</td>
<td>Material Safety Data Sheet</td>
</tr>
<tr>
<td>RDB</td>
<td>Relational Data Base</td>
</tr>
<tr>
<td>SOP</td>
<td>Standard Operating Procedure</td>
</tr>
<tr>
<td>TEC</td>
<td>Toll Equipment Contractor</td>
</tr>
<tr>
<td>TOC</td>
<td>Toll Operating Contractor</td>
</tr>
<tr>
<td>VES</td>
<td>Violation Enforcement Subsystem.</td>
</tr>
</tbody>
</table>
PERFORMANCE BOND

WHEREAS M/S, (hereinafter called the Operation and Management Contractor) has undertaken in pursuance of Letter of Acceptance No. __________________________ Dated. _______________ FOR OPERATIONS & MANAGEMENT OF _____________________ TOLL PLAZA (N- ) (hereinafter called the contract).

AND WHEREAS it has been stipulated in the said contract that the contractor shall furnish a performance security from NHA approved insurance company having rated “AA” for sum specified therein as security for compliance with his obligations in accordance with the terms of the contract.

NOW THEREFORE, we the ________ insurance company of Pakistan Limited, (Address)____________________, whose head Office is at ________________________________, hereby affirm that we are the Guarantor and responsible on behalf of the contractor, up to a total sum of Rs. 2,000,000 (Pak Rupees Two Millions Only) such sum being payable in the types and proportions of such currencies in which the contract price is payable and we undertake to pay, upon your first written demand without cavil or argument any sum or sums within the limit of Rs. 2,000,000 (Pak rupees Two Millions Only) as aforesaid without your needing to prove or to show grounds or reasons for your demand of the sum specified therein to which legal exceptions to this bond would prevail.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand, irrespective of any litigation interse contractor and NHA, whatsoever:

We further agree that no change or addition to or other modification or the terms of the contract or of the works to be performed there under or of any of the contract documents interse NHA and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change addition or modification.

This performance bond shall remain valid and in full effect backed by acceptable and verifiable re-insurance arrangement up to the date of contract i.e. up to 30-06-2010 or the completion of the contract in accordance with the terms and conditions of the contract whichever falls later.

Signed and sealed at ____________ on this____ day of March, 2009.

Witness No. 1 Name________________
NIC #_________________________

(Surety Signature)

Witness No. 2 Name ______________
NIC #_________________________

Company Seal.
AGREEMENT
BY & BETWEEN
THE NATIONAL HIGHWAY AUTHORITY
AND
M/S ___________________________.

FOR
OPERATION AND MANAGEMENT OF ________________ Toll Plaza (N-___)

This operation and management agreement (“Agreement”) is entered into this _______ day of _______ in the year two thousand and nine (2009) (“Effective Date”) by and between:
The National Highway Authority, Government of Pakistan (“GOP”), 28-Mauve Area, G-9/1, Islamabad, Pakistan, represented for the purposes of these presents by the Chairman, National Highway Authority, his assignees, representatives and successors (“NHA” which expression shall include where the context so permits, its successors-in-interest and assigns)

-and-

M/S ___________________________, a company/firm with its registered office at Lahore and Mailing Address __________________________, Ph.________________ (“MC” which expression shall include its successors-in-interest)

WITNESSETH:
WHEREAS, NHA is desirous of procuring operation and management services (“Services”) in relation and ancillary to the operation, management and maintenance of ________________ Toll Plaza (N-___) (“Project Site”);

WHEREAS, the MC has been selected as the contractor qualified and most suitable to provide the Services pursuant to an open public tender process in accordance with the laws of Pakistan;

WHEREAS, NHA has agreed, after completing all legal requirements and following due process, to award the project (“Project”) to the MC on the terms and conditions appearing in this Agreement.

WHEREBY IT IS AGREED by the parties hereto as follows:

In this Agreement:
(i) The headings are for convenience only and shall be ignored in construing the provisions of this Agreement;

(ii) The singular includes the plural and vice versa;

(iii) References to Articles, Sections, Sub-sections and Schedules are, unless the context otherwise requires, references to Articles, Sections, Sub-sections and Schedules to this Agreement;

(iv) References to a person shall be construed as references to an individual, firm, company, unincorporated body of persons or any Public Sector Entity;

(v) In carrying out its obligations and duties under this Agreement, each Party shall be obliged to act in good faith;
(vi) Unless the context otherwise requires, the terms “include” and “including” mean “without limitation”;

(vii) This Agreement shall be read as a whole for the purposes of interpretation. However, in the event of a conflict or inconsistency among the terms of the main body of the Agreement and the Annexures thereto, the former shall prevail in all respects over the latter;

(viii) If the MC discovers a material discrepancy, deficiency, ambiguity or omission in this Agreement, or is otherwise in doubt regarding the meaning of any provision hereof, the MC shall immediately notify NHA and request clarification from NHA concerning the interpretation of such provision; and

(ix) Reference to any agreement, enactment, laws of Pakistan, ordinance or regulation includes any amendment thereof or any replacement or substitution in whole or in part.

WHEREAS, the following documents shall form part of this Agreement and shall be used for purposes of interpretation in the following order of precedence:

i. This Agreement (including Articles I to XVI appended herein below);
ii. Letter of Acceptance;
iii. Addendum to the Request for Proposal (“RFP”) if any;
iv. Articles I to XV of the RFP;
v. Scope of Services in the RFP;
vi. Institutional Arrangements;
vii. SOP Manual;
viii. Appendices and Annexures appended to this Agreement;
ix. Technical Proposal; and
x. Financial Proposal.

IN WITNESS whereof the Parties, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in Islamabad, Pakistan, on the first date first herein above mentioned.

______________________________  ____________________________
National Highway Authority     [M/s ____________________  ]

WITNESSES:

______________________________  ____________________________
Name :                         Name :

NIC No :                       NIC No :

Address :                      Address :
<table>
<thead>
<tr>
<th>S.No</th>
<th>Name</th>
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<tbody>
<tr>
<td>1</td>
<td>National Insurance Co.</td>
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<tr>
<td>2</td>
<td>Adamjee Insurance Co.</td>
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<tr>
<td>3</td>
<td>Askari Insurance Co.</td>
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<td>4</td>
<td>EFU General Insurance Co.</td>
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<tr>
<td>5</td>
<td>International General Insurance Co.</td>
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<tr>
<td>6</td>
<td>New Jubilee Insurance Co.</td>
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<td>7</td>
<td>Premier Insurance Co.</td>
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<td>8</td>
<td>Central Insurance Co.</td>
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<td>9</td>
<td>Atlas (Muslim) Insurance Co.</td>
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<td>10</td>
<td>Habib Insurance Co.</td>
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<tr>
<td>11</td>
<td>Saudi Pak Insurance Co.</td>
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