

**PAKHTUNKHWA HIGHWAYS AUTHORITY**

Communication & Works Department  
Government of Khyber Pakhtunkhwa

**REQUEST FOR PROPOSAL**

**FOR**

**PROVISION, OPERATION AND  
MANAGEMENT OF POLICE FINE  
COLLECTION UNITS**

**ON**

**SWAT MOTORWAY (Phase-I)**

**October 2023**

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**SECTION - I**

**PAKHTUNKHWA HIGHWAYS AUTHORITY**  
**House No.27-B, Sayed Jamal – Ud – Din Afghani Road,**  
**University Town, Peshawar.**

No. ( )/MD/PDPE/PKHA

Dated: - -

**To: ALL PROSPECTIVE BIDDERS**

Subject: **PROVISION, OPERATION AND MANAGEMENT OF POLICE FINE  
COLLECTION UNITS On MOTORWAY AND EXPRESSWAYS**

LETTER OF INVITATION (LOI)

Pakhtunkhwa Highways Authority (PKHA) intends to engage operators for **“Provision, Operation and Management of Police Fine Collection Units on Swat Motorway”** on fixed monthly charges for the period of 02 year from the date of commencement. The services are extendable for further one year at the discretion of P.E. as deemed necessary on satisfactory performance.

2. Detail of Packages, Beats and Sections along with required Vehicles for Police Fine Collection Units on Swat Motorway is as under:

<b>Police Fine Collection Unit on Swat Motorway (Phase-I)</b>		
<b>Section</b>	<b>No. Of Beats</b>	<b>No. Of Vehicles</b>
Kernal Sher Khan Interchange at M-I to Chakdara Interchange of Swat Motorway	Two (02)	Total Eight (08) (Four (04) Vehicles per Beat)

3. The detailed description of the assignment and its objectives is given in the Request for Proposal (RFP) which can be downloaded from PKHA website.

4. You are hereby invited to submit your bid for the subject packages. Your bid could form the basis for a Contract between you and the P.E. Pakhtunkhwa Highways Authority (PKHA).

**Managing Director**

Pakhtunkhwa Highways Authority,  
Attached Departments Complex Near Treasury Office  
Khyber Road, Peshawar.

**INSTRUCTIONS TO BIDDERS (ITBS)**

**1. General**

- 1.1 Bidding is open to only those operators who have a valid Registration with Pakistan Engineering Council as an **“Operator” in Category O-5** or above.
- 1.2 The bidder shall bear all costs associated with the preparation and submission of its bid and the P.E. shall not be responsible or liable for any such costs in any event whatsoever, regardless of the conduct or outcome of the bidding process.
- 1.3 The P.E. is vested with sole discretion for award of contract or cause supervision & be affected for the execution of said contract. Please note that:-

*The P.E. is not bound to accept the proposals submitted and reserves the right to reject all proposals / bids as per KPPRA Rules.*

**2. Documents Comprising the Bid**

- 2.1 In addition to the Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued under Clause 2.4.
- Conditions of Contract: Articles I to XIV.
  - Letter of Acceptance.
  - Addendum to the Request for Proposal (RFP), if any.
  - Letter of Invitation (LOI).
  - Bid Data Sheet.
  - Bid Form
  - Financial Proposal Forms.
  - Scope of Services
  - Appendices & Sample Forms
- 2.2 The bidders are required to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the bidders own risk. Pursuant to Clause 11, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

**Clarifications**

- 2.3 A prospective bidder requiring any clarification(s) in respect of the Bidding Documents may notify the P.E. in writing or by fax at the address:

Project Director,  
Project Directorate Provincial Expressways,  
House No.27-B, Sayed Jamal – Ud – Din Afghani Road, University  
Town, Peshawar.  
Phone: +92-091-9213927, Fax # 92-091-9211657

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

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

### **3. Bid Validity**

- 3.1 Bids / proposals shall remain valid for the period of One Hundred and Twenty (120) days from the date of bid opening.
- 3.2 In exceptional circumstances prior to expiry of original bid validity period, the P.E. may request the bidders to extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiture of his Bid Security. A bidder agreeing to the request will be required to extend the validity of his Bid Security for the period of the extension.

### **4. Bid Security**

- 4.1 Each bidder shall furnish, as part of his bid, a Bid Security in the amount of Pak. Rupees equivalent to **Rs. 200,000/-** (Rupees two hundred thousand only) for each package.
- 4.2 The Bid Security shall be, at the option of the bidder, in the form of Bank Draft/Demand Draft/Pay Order/Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the **“Managing Director, Pakhtunkhwa Highways Authority (PKHA)”** valid for a period twenty eight (28) days beyond the bid validity date.
- 4.3 The Bid Security is required to protect the P.E. against the risk of bidder’s conduct which would warrant the security’s forfeiture, pursuant to Sub-Clause 4.8 hereof.
- 4.4 Any bid not accompanied by an acceptable Bid Security shall be rejected by the P.E. forthwith as being non-responsive, pursuant to Clause 11.

- 4.5 Any amount of bid security which is lying with the P.E. for any previous bidding processes shall not be considered for this bidding.
- 4.6 The bid security of all participating firms will be discharged/ returned as promptly as possible except for the top three (03) lowest bidders, which will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier subject to rights of parties under clause 3.2.
- 4.7 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security and signed the Contract Agreement, pursuant to Clause 17.
- 4.8 The Bid Security may be forfeited:
- (a) if a bidder withdraws his bid during the period of bid validity; or
  - (b) if a bidder does not accept the correction of his Bid Price, pursuant to Sub- Clause 11.2 hereof; or
  - (c) in the case of a successful bidder, if he fails to:
    - (i) Furnish the required Performance Security in accordance with Clause-16. [OR]
    - (ii) Sign the Contract Agreement, in accordance with Clause-17.

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

- 5.1 All Bid documents including Bid Form, Financial Proposal Forms and Schedules to Bid are to be properly completed and signed/stamped by the bidders.
- 5.2 No alteration is to be made in the Form of Bid nor in the Schedules thereto except in filling up the blanks as directed. If any alteration is made or if these instructions are not fully complied with, the bid may be rejected as being non-responsive.
- 5.3 The number of copies of the Bid required: One Original of Technical Bid alongwith a copy of Technical Bid (sealed in separate envelops) and one original of Financial Bid alongwith copy of Financial Bid (sealed in separate envelops). All sealed in one outer envelope. The bid as described in Clause 2 and clearly mark them **“ORIGINAL”** and **“COPY”** as appropriate. In the event of discrepancy between them, the original shall prevail.
- 5.4 The original and a copy of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign them. This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.
- 5.5 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the P.E., or as are necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

5.6 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.

5.7 Bidders should retain a copy of the Bidding Documents as their file copy.

## **6. PREPARATION/SUBMISSION OF BIDS**

6.1 It will consist of two parts:

<b>Part-I</b>	<b>Technical Bid</b>
<b>Part-II</b>	<b>Financial Bid</b>
	Bid Form and Forms 1B to 4B (Attached)

6.2 The bidder shall bid separately for each package containing two separate envelopes. Each envelope shall contain separately the Financial Bid and the Technical Bid;

i. The envelopes shall be marked as “FINANCIAL BID” and “TECHNICAL BID” in bold and legible letters to avoid confusion;

6.3 Each bidder shall submit his bid as under:-

a. One (01) ORIGINAL and one (01) COPY of the Bid shall be separately sealed and put in separate sealed envelopes and marked as such.

b. The envelopes containing the ORIGINAL and COPY will be put in one sealed envelope and addressed/identified as given in the IFB.

6.4 The Bidder shall ensure that the outer envelope must contain the following information.

a. Be addressed to the P.E. at the address given in Invitation for Bid hereto.

b. Bear the contract name, Date of advertisement and Date of opening of Bid.

c. Provide a warning not to open before the time and date for bid opening.

6.5 The Bid shall be delivered in person or may be sent by registered mail at the address of the P.E. as given in Bid data sheet hereto. Nevertheless no bid will be accepted after the time given in the IFB.

6.6 In addition to the identification required in Sub-Clause 6.4 hereof, the inner envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause 8 OR declared non responsive.



- 6.7 If the outer envelopes not sealed and marked as above, the P.E. will assume no responsibility for the misplacement or premature opening of the bid.
- 6.8 The pay/salries shall no not be less than the minimum amount notified by the govt.
- 6.9 All firm(s) / bidder(s) are requested to submit, at the time of proposal submission, written confirmation (power of attorney) authorizing the person to submit the proposal. Written confirmation from owner/head, authorizing the signatory of the proposal to sign the proposal must also be accompanied with the "Technical proposal".
- 6.10 The bidder(s) shall provide and undertaking on Judicial Stamp paper that his firm is not black listed and he is not defaulter of any other Government Department.
- 6.11 All the information and documents provided by the bidder must be based on facts beyond any doubt. Any misrepresentation, False statement/ materially inaccurate or fake document found in the proposal at any stage would lead to debarment of the firm. The matter may also be referred to PEC for cancelation of registration/license of the respective firm.

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

- 7.1 (a) Bids must be received by the P.E. at the address specified in Bid Data Sheet not later than the time and date stipulated in the Bid Data Sheet.
- (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of bids, which shall not be recompensed by the P.E. in any circumstances.
- (c) Where delivery of a bid is by mail and the bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.
- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.
- 7.2 Bids submitted through telegraph, telex, fax or e-mail or by any means other than those specified hereinabove shall not be considered.
- 7.3 The P.E. may, at his discretion, extend the deadline for submission of bids by issuing an addendum in accordance with Clause 2.4, in which case all rights and obligations of the P.E. and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

**8. Late Bids**

- a. Any bid received by the P.E. after the deadline for submission of bids prescribed in Clause 7 will be returned unopened to such bidder.
- b. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

**9. Bid Opening and Evaluation**

- 9.1 A committee consisting of nominated members by the P.E. will open the bids in the presence of bidders' representatives who choose to attend, at the time, date and location stipulated in the Bid Data Sheet.
- 9.2 The bidder's representatives who are present shall sign in a register evidencing their attendance.
- 9.3 The bidder's name, bid amount, any rebate, bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the P.E. at its discretion may consider appropriate, will be announced by the P.E. at the bid opening. The P.E. will record minutes of bid opening.

**10. Clarification of Bids**

- 10.1 To assist in the examination, evaluation and comparison of Bids the P.E. may, at its discretion, ask the Bidder for a clarification of its Bid. Their quest for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

**11. Preliminary Examination of Bids**

- 11.1 Prior to the detailed evaluation of bids, pursuant to Clause 12,
  - a. The P.E. will examine the Bids to determine whether;
    - (i) Valid copy of PEC registration in as specified in the BDS is attached duly attested.
    - (ii) Valid Copy of registration with KPRA
    - (ii) Bid Security of amount in form and format specified in the bidding document
    - (iii) The Bid is complete and does not deviate from the scope
    - (iv) No computational errors have been made
    - (v) Required securities have been furnished
    - (vi) The documents have been properly signed/stamped
    - (vii) The Bid is valid till required period
    - (viii) The Bid prices are firm during currency of contract
    - (ix) The Bidder is eligible to Bid
    - (x) The Bid does not deviate from basic requirements and
    - (xi) The Bids are generally in order.
  - b. Moreover, the bid will not to be considered, if;

- (i) It is unsigned
- (ii) Valid copy of PEC registration is not attached
- (iii) Valid copy of KPRA registration is not attached
- (iv) Its validity is less than specified
- (v) It is submitted for incomplete scope of work
- (vi) Bid Price is conditional.
- (vii) It is not accompanied with bid security
- (viii) It is received after the deadline for submission of bids
- (ix) Bid is submitted through means not specified in the bidding documents.
- (x) It is materially and substantially different from the Conditions/Specifications of the Bidding Documents.

11.2 At the time of opening of Financial Bid, if the Bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security shall be forfeited.

11.3 Prior to the detailed evaluation, pursuant to Clause-12, the P.E. will determine the substantial responsiveness of each Bid to the Bidding Documents as per Clause-11. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations.

A material deviation or reservation is one:

- a. Which affects in any way the scope, quality or performance of the services
- b. Which limits in any substantial way, inconsistent with the Bidding Documents, the P.E.'s rights or the bidder's obligations or
- c. Whose rectification/adoption would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- d. The P.E.'s determination of a Bid's responsiveness will be based on the contents of the Bid itself without recourse to extrinsic evidence.

11.4 A Bid determined as substantially non-responsive will be rejected and cannot subsequently be made responsive by the Bidder by rectification of the non-conformity.

**12.** The P.E. will evaluate and compare only the bids previously determined to be substantially responsive pursuant to Clause 11 as per requirements given hereunder.

**12.1** Bids will be evaluated on the basis of criteria mentioned hereunder:

**PART-A: Qualification and Technical Evaluation Criteria**, sub criteria and point system for the qualification and evaluation of technical Bid is explained as under:

**12.2 Detail Evaluation of Bids**

S.No.	Description	Marking criteria	Total Marks
1	PEC Registration (Valid PEC Certificate) In case of JV, one out of two firm must be O-5	O-A, O-B, O-1      10 Marks O-2 to O-3 O-4, O-5      08 Marks	10
2	Audit Report having average net worth over last 3 years duly audited by CA firm  Bank account maintenance certificate of firm/current year bank statement	>100 million      10 Marks 61 – 100 million      08 Marks 21 – 100 million      06 Marks Upto 20 million      04 Marks  Account maintenance Certificate/ Statement      05 Marks	15
3	General Experience during last 5 years (completed/ongoing contracts) with project worth upto 100 million.  Relevant Experience during last 5 years (completed/ongoing contracts) project worth upto 20 million	05 Projects      09 Marks 04 Projects      08 Marks 03 Projects      06 Marks 02 Projects      04 Marks 01 Projects      02 Marks  05 Projects      09 Marks 04 Projects      08 Marks 03 Projects      06 Marks 02 Projects      04 Marks 01 Projects      02 Marks	18
5	Structure	Company registered with SECP      15 Marks  Firm registered With Registrar of Firms      12 Marks  Sole Proprietor      10 Marks	15
6	<b>Office Staff</b> BSC Engineer (01 No) Accountant (02 No) Manager (01 No) <b>Site Staff (Guard)</b> A certificate/MOU issued by a registered Security Firm showing willingness to provide the required (uniformed) security guard	PEC Register Engineer      06 Marks (BBA)      02 Marks (MBA)      02 Marks  MOU/ Certificate      08 Marks	18
7	Active NTN of Firm Active NTN of Owners	02 Marks 03 Marks	05
8	Approach & Methodology  Overview of similar nature assignment with PKHA (If Any)	09 Marks  05 Marks	14
9	An undertaking on judicial stamp paper to be furnished confirming the detail of litigation / dispute cases with PKHA and also mentioning non-performance of the contracts (if any)	No litigation certificate.      05 Marks Per current case.      -02 Marks	05
<b>Total Marks</b>			<b>100</b>
<b>Minimum qualifying marks</b>			<b>60</b>

**Note:** The registration documents by relevant office must be provided as under:-

- SECP Certificate for Company or Registration Certificate from Registrar of Firms
- Bidder must have NTN and must be listed in Active Tax payer list (ATPL) of FBR.
- In case of JV Partnership Deed agreement/Certificate must be required.
- The format and requirements related to Audited Financial Reports is elaborated at Page No. 13.
- If two or more bidders have quoted same identical bid then bidder with lesser number packages won will be declared as lowest evaluated bidder.

<b>Sr</b>	<b>Type of Organization</b>	<b>Minimum requirement of Auditors</b>	<b>Basis of preparation of Audit Reports</b>	<b>Basis of preparation of Financial Statements</b>
1.	Corporate entities (duly registered with Securities and Exchange Commission of Pakistan)	Licensed Chartered Accountant Firms (Minimum Partnership Firm with international affiliation) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. Companies Ordinance 1984 or Companies Act 2017 (whichever is applicable). ii. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.
2.	Partnership Firm/ AOPs/Joint Ventures	Licensed Chartered Accountant Firms (Minimum Partnership Firm) enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.	International auditing standards as applicable in Pakistan.	i. International accounting and financial reporting standards as applicable in Pakistan at the time of issuance of the reports.

3.	Individuals/Sole Proprietorship	<p>Licensed Cost &amp; Management Accountant Firms enlisted and appearing on the list of firms in ICMAP directory as at the finalization of procurement for organizations of net worth up to 10 million only.</p> <p>In all other cases Licensed Chartered Accountant Firms enlisted and appearing on the list of firms in ICAP directory as at the finalization of procurement.</p>	International auditing standards as applicable in Pakistan.	Consistent and acceptable Accounting policies.
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**PART-B: Financial Evaluation**

12.3.1 Financial Bids of all the technically qualified firms will be announced and put to comparison process for award of contract on open competition basis, whereas, the financial Bids of the rest of the firms will be returned un-opened.

12.3.2 The financial Bid of the qualified firms shall be opened in the presence of the representatives of those firms, who chose to attend. Evaluation of bids will be based on financial proposal forms to be submitted by the bidders. The evaluation committee shall determine whether the financial Bid is complete and without computational errors.

**13. Award Criteria**

13.1 Subject to Clause 14, the P.E. will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents, Technically Qualified and has been ranked as the lowest evaluated bidder, Financially.

**14. P.E.’s Right to Accept any Bid and to Reject any or all Bids**

14.1 Notwithstanding Clause 13, the P.E. reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the P.E.’s action except that the grounds for its rejection shall upon request be communicated, to any bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all bidders promptly.

- 14.2 No negotiations with the bidder having been evaluated as lowest responsive or any other bidder shall be permitted. However, the P.E. may have clarification meeting(s) to clarify any item(s) in the bid evaluation report.
- 14.3 The applicant must not be a defaulter of revenue of PKHA, in any case/shape, or inventory/assets loss or utility bills at any section/toll plazas/weigh stations/police fines/mobile workshops etc. However, the applicants whose cases are pending with the PKHA or in a court of law shall be treated as disputed and may be considered subject to the approval by PKHA.

## **15. Notification of Award**

- 15.1 Prior to expiration of the period of bid validity prescribed by the P.E., the P.E. will notify the successful bidder in writing through a letter of acceptance ("Letter of Acceptance") that his bid has been accepted. This letter shall name the sum i.e. Net amount per month, which the P.E. shall pay to the Bidder in consideration of the performance of the services by the successful bidder as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 15.2 The Letter of Acceptance and its acceptance by the bidder will constitute the formation of the Contract, binding the P.E. and the Bidder till signing of the formal Contract Agreement.
- 15.3 Upon furnishing the Performance Security by the successful bidder and other requisites, the P.E. will promptly notify the other bidders that their bids have been unsuccessful and return their bid securities.

## **16. Performance Security**

- 16.1 **The successful bidder shall furnish to the P.E. the Performance Security Rs. 1,000,000/- (1 Million) per package in the forms and the amounts stipulated in the Bid Data Sheet within a period of twenty-eight (28) days after the receipt of Letter of Acceptance.**
- 16.2 Failure of the successful bidder to comply with the requirements of Sub-Clause 16.1 OR Clause-17 OR Clause-22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 16.3 If the successful bidder is seriously unbalanced in relation to the P.E.'s estimate of the cost of services/work to be performed under the contract, the P.E. may require the bidder to produce detailed price analysis for any and/or all items of the Operations/Services to be rendered to check internal consistency of those pieces with the prescribed TOR, Scope of Service, methods and schedule proposed. After evaluation of the price analyses, the P.E. may require that the amount of the security set forth be increased at the expense of the successful bidder to a level sufficient to protect the P.E. against financial loss in the event of default of the successful bidder under the Contract. If some gross inconsistency is

found, P.E. shall have the right to reject the bid and forfeit the security provided by that bidder.

**17. Signing of Contract Agreement**

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

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

**18. One Bid per Bidder**

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

**19. Bidder to Inform Himself**

19.1 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

This shall include but not be limited to the following:

- (a) Inquiries on Pakistan Income Tax/Surcharge or any other Levy imposed by the Government of Pakistan to the Commissioner of the Income Tax Islamabad Pakistan.
- (b) Tax shall be deducted from the operator invoice as per applicable Laws of Government of Pakistan
- (c) All public facilities, equipment and resources shall be kept in excellent operational condition all the times.

**20. Due Diligence**

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

**21. Local Conditions**

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

**22. Integrity Pact**



- 22.1 The Bidder shall sign and stamp the Integrity Pact sample provided in the Bidding Document for all Federal Government procurement contracts exceeding Rupees ten million. The integrity Pact shall be provided with the Performance Security and failure to provide the Integrity Pact shall make sufficient ground to award the contract to next lowest bidder.

**SECTION - II**  
**BID DATA SHEET**

**BID DATA SHEET**

1. The name of the Assignment:

**PROVISION, OPERATION AND MANAGEMENT OF POLICE FINE  
COLLECTION UNITS ON SWAT MOTORWAYS**

2. Name and address of the P.E.:

**Project Director**

Project Directorate Provincial Expressways,  
House No.27-B, Sayed Jamal-Ud-Din Afghani Road,  
University Town, Peshawar.

3. The name and address of the authorized representative of P.E. is:

**Deputy Director (Const.)**

4. The Bidding Documents are:

- Conditions of Contract: Articles I to XIV.
- Letter of Acceptance (LOA).
- Addendum to the Request for Proposal (RFP), if any.
- Letter of Invitation (LOI).
- Bid Data Sheet.
- Bid Form.
- Financial Proposal Forms.
- Scope of Services.
- Appendices & Sample Forms.

5. The number of copies of the Bids required:

One ORIGINAL & One COPY

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

**PROJECT DIRECTOR**

Project Directorate Provincial Expressways,  
House No.27-B, Sayed Jamal-Ud-Din Afghani Road,  
University Town, Peshawar.

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

Will be scheduled on bidders request.

8. The address for submission of Bids:

**PROJECT DIRECTOR**

Project Directorate Provincial Expressways,  
House No.27-B, Sayed Jamal-Ud-Din Afghani Road,  
University Town, Peshawar.

9. Schedule for submission & opening of Bids:

Date & Time for submission : **06<sup>th</sup> November, 2023 at 1200 hrs**

Date & Time for opening of (Technical) : **06<sup>th</sup> November, 2023 at 1230 hrs**

10. Bid Security:

**Amount :** Rs. 200,000/- as per Clause 4.1 of ITB

**Form & Validity:** As per Clause 4.2 of ITB

11. Bid validity: **As per Clause 3 of ITB**

12. Standard form and amount of Performance Security acceptable to the P.E.:

**Amount of Performance Security** : **Rs. 1,000,000/-**

**Form:** Bank Draft/Pay order/Demand Draft in favor of *Managing Director*, Pakhtunkhwa Highways Authority (PKHA),

**OR**

Bank Guarantee (Form enclosed)

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

13. Period of Completion

Upto 30-11-2025 from the date of commencement.

14.

a. All forms (1B to 5B) must be filled, signed/stamped and submitted with the bid, and the total amount mentioned in the said Form must be co-related with final bid price.

**SECTION- III**

**SCOPE OF SERVICES**

### The Scope of Services

#### **PROVISION, OPERATION AND MANAGEMENT OF POLICE FINE COLLECTION UNITS ON SWAT MOTORWAY**

1. Detail of Packages, Beats and Sections along with required Vehicles for Police Fine Collection Units on Swat Motorway is as given in Letter of Invitation (LoI).
2. Enforcement of Traffic Rules and NHSO-2000.
3. Any other operation ancillary thereto, for the purpose of carrying out work in accordance with the stipulations of the RFP.
4. The Income Tax would be levied on the successful bidder under the provision of prevailing Income Tax law in Pakistan and which would be deposited in the name of Income Tax Officer as per rule and regulation of Income Tax Department.
5. The contractor/operator shall provide Suzuki Mehran (800 CC OR Equivalent) in excellent running condition fitted with Wireless Set(s) in consultation with NH&MP. The cost so incurred shall be borne by PFC. The vehicle (Fitted with Wireless Set, LED Flash Light on roof and Official PKHA Logo) will assist NH&MP round the clock in Three Shifts as the case may be.
6. Each Police Fine Collection Vehicle is to be operational **24 (Twenty-four) hours** by Collector/Operator with **08 (Eight) hours shift** and with following category of staff for **03 (Three) shifts per day**.

Designation	
Cashier cum Driver (Uniformed)	(One Person)
Security Guard by Registered Security Firm (Uniformed)	(One Person)

Along with a spare shift of staff will be managed to accommodate emergency/leave vacancies.

7. The OMC shall provide suitable android device (Mobile phone or tablet with at least 32GB Storage & 3GB RAM) and a battery operated portable Bluetooth printer. The cost of the same shall be included in the bid cost.
8. The successful bidder shall use the PKHA's Fine Collection Application (E-Fine Collection) on Android device to record the each transaction of fine collection being imposed by NH&MP for cash/online deposit of the fine.
9. The successful bidder shall arrange the Point of Sale (POS) with each fine collection unit on its own cost to facilitate the payment of fine through credit/ debit cards as well as through mobile phone accounts and through online banking applications.
10. In case fine is being paid in cash, the successful bidder shall have the vendor card with each fine collection unit and transfer the amount of fine to PKHA's designated account after collecting the fine amount.
11. Every Fine Collection vehicle will patrol with patrolling vehicle of NH&MP with at least one Armed Security Guard (Uniformed) along with one Cashier cum Driver (Uniformed).
12. The arrangement as mentioned in the clauses 8-9 and 10 above shall be applicable only when the same is notified by the P.E. during currency of Contract. Until such notification, the bidder shall be responsible to deposit the fine collected into approved Unisaver Bank Accounts(s) prescribed by PKHA within 48 hours, (excluding Sundays, Holidays and Bank Holidays). Any loss/ theft due to any reason shall be recovered from the Collector/ Operator.

13. The fine collection vehicles alongwith accessories, crew thereof and cash therein will be insured from Panel Insurance Company to safeguard the interest of the Collector/ Operator and PKHA. The cost so incurred shall be borne by the Collector/ Operator. The insurance will be provided within one month i.e. 45 days of signing the contract. In case of non-provision of Insurance Certificate, the contract may be cancelled after notice of one (01) month.
14. In case of any changes of length of any beat by National Highway and Motorway Police, no extra claim would be entertained, in any case.
15. Monthly invoice of the operator shall be released as per satisfactory performance report by CPO of NH&MP of respective Beat/Section.
16. The PFC shall furnish/submit invoice to month along with Performance/Monitoring report duly signed & stamped by CPO of NH&MP on monthly basis together with detail of fine collected. Deputy Director (Const.) will process the file according to the check list and forward the same to Project Director, Project Directorate Provincial Expressways (PDPE), PKHA. Invoices pending for over two months shall not be accepted/considered without solid justification/ground and on specific approval by Managing Director PKHA.
17. The operator will pay the salaries to the Police Fine Collection Units staff through Bank Accounts OR cheques. The operator will provide copies of monthly salary cheques to the office of Project Director, (PDPE), PKHA along with their invoices.
18. The contract is valid for a period Upto 30-11-2025 from the date of commencement and extendable for further one year at the discretion of P.E. as deemed necessary on satisfactory performance. Performance Guarantee/insurance policies etc shall be extended for the same period accordingly.

## **SECTION - IV**

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



**TERMS OF REFERENCE (TOR)**

The PFC (Police Fine Collector's) will be responsible for collecting all fine imposed by the NH&MP, in respective section.

1. The PFC will ensure that they move/ Patrol along with National Highway & Motorway Police and collect fine on spot by using eight **(08) vehicles** i.e 04 vehicles per beat (**total 02 beats**) as prescribed in SOS. In case of failure following penalties will be imposed and shall be deducted from the monthly invoices of PFC as per report provided by the concerned Deputy Director (Construction) concerned or representative of NH&MP:-
  - a. Each vehicle should be in good/running condition along with One Cashier cum Driver and One Security Guard duly provided by the registered private Security Firm along with suitable weapon, valid armed license & ammunition (all in proper uniform). In case of failure a penalty of Rs. 25,000/- may be imposed per occurrence that if:
    - i. Vehicle deputed for police fine collection is not in good/running condition.
    - ii. Cashier cum Driver found improper/without uniform/without Operator Identify Card.
    - iii. Security Guard found improper/without uniform and fully loaded weapon with valid license/ without Identify Card of Security Firm.
    - iv. Vehicle deputed for police fine collection is found absent with police patrolling car.
    - v. Wireless Set and LED Flash Light found out of order or absent.
    - vi. The Insurance policy against collection vehicle, crew thereof and cash therein is not intact/valid or else expired during the currency of contract.
    - vii. Salary(s) not paid to PFC Staff according to Govt. Labor Laws of Pakistan.
    - viii. If the number of occurrences of delayed deposits during a month increases beyond 5 times for two consecutive months, then in addition to imposition of interest on delayed deposits as per relevant clause, penalty of Rs. 50,000/- shall be imposed per occurrence. Moreover, the contract will become liable to termination.
    - ix. And a black dot shall be recorded of every successive occurrence and at 10<sup>th</sup> black dot the case for termination of contract will be initiated.
    - x. All vehicles should remain available in the respective beat or otherwise the cost of vehicles not provided during the invoiced month will be deducted from the invoice of that month. Moreover a black dot shall be recorded of every successive occurrence.

- xi. Over all failure to perform satisfactorily respective to the TOR paras i~xi & SOS, a penalty will be imposed at the rate of 0.1 percent per day of the Contract Value of that PFC contract up to maximum of Rs. 1,000,000/-.
  - xii. Each vehicle will have its own log book maintained, highlighting the number of kilometers travelled each day for fine collection, fuel consumed each day and record of routine maintenance. The book should be available in the vehicle at all times and should be presented at request for monthly invoicing.
2. The PFC will be responsible for safe custody of collected cash till deposited in PKHA Bank Account.
3. The PFC will deposit all collected fine in the designated bank accounts approved by PKHA within (except Sunday/holidays) 48 hrs.
4. The PFC shall maintain & submit detail summary of fine imposed/collected on daily, weekly and monthly basis, duly countersigned and reconciled by NH&MP.
5. The PFC will keep an inventory of all traffic violation, nature and extent of violation, the section under which fine was imposed and name of officer/Patrol who booked the vehicles for such offense.
6. The PFC will provide Manpower, Equipment (Wireless Set etc) & resources such as vehicles, parking sheds etc. for/during the operations of contract. The cost of all expenditure made under such cost of petrol, vehicles maintenance, accommodation and uniform for Police Fine Collector and Security Guard (duly provided by the registered private Security Firm along with suitable weapon, valid armed license & ammunition), shall be borne by PFC.
7. The PFC will work in coordination with NH&MP and PKHA staff.
8. The collection vehicle, crew thereof and cash therein will be insured for whole period of operation and premium of such insurance shall be paid by the PFC.
9. In case of change of length of beat (within 10 km) by NH&MP no extra claim will be entertained, in any case.
10. The concerned Deputy Directors (Const.) will act as the authorized representative of PKHA and ensure the operational activities of PFC. Project Director, Project Directorate Provincial Expressways will nominate an officer/team from HQ for inspection/monitoring on requirement basis.
11. The OMC shall arrange & provide Security Guard(s) through a registered private security Firm. The Security Guard(s) must be having suitable weapon, valid armed license & ammunition as per requirement of CoC.

**SECTION - V**

**CONDITIONS OF CONTRACT**

**ARTICLES I TO XIV**

**ARTICLE-I**

**PURPOSE OF AGREEMENT DEFINITIONS**

**1.1 Purpose: Incorporation of TOR:**

- a. The Operator of Services and **Terms of Reference (TOR)** together with this Agreement, sets forth the terms and conditions for the police fine collections contractor's for the consideration to be paid by the P.E. to the Operator as compensation for the provision of the Services and certain other ancillary matters more particularly set forth herein or in the **TOR** etc.
- b. All terms and provisions of the Operator of Services and **TOR** are incorporated by reference in this Agreement as through fully set forth herein. Wherever possible, the provisions specially set forth in this Agreement and those set forth in the **TOR** shall be construed to supplement each other, so as to give effect and meaning to all terms and provisions. If there is conflict between any terms of the **TOR** and terms specifically set forth herein then, unless otherwise specifically provided herein or in the **TOR**, the terms of this Agreement shall prevail and take precedence observe the terms of the **TOR** to the extent necessary to resolve such conflict.

**1.2 Definitions:**

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

- a. **"The Agreement"** means the Agreement, Articles, Conditions of Contract and Appendices.
- b. **"Authority"** means Pakhtunkhwa Highways Authority, Government of Khyber Pakhtunkhwa, Peshawar.
- c. **"P.E."** means the Managing Director, PKHA, Government of Khyber Pakhtunkhwa.
- d. **"Operator"** means the organization operating the police fine collections contract in accordance with the terms and conditions of the Agreement and the Scope of Work placed at **TOR**.
- e. **"Services"** means services required to be rendered by the Operator in accordance with various articles of the Agreements and the Terms and Reference (**TOR**).
- f. **"P.E.'s Representative"** means Project Director, Project Directorate Provincial Expressways (PDPE) or any other person appointed in writing by the P.E. from time to time.

- g.** “**Modification of Agreement**” is defined as an Agreement in writing negotiated and signed between the P.E. and the Operator from any change in the original agreement and any obligations associated therewith.
- h.** “**Contract Price**” means the sum stated in the Letter of Acceptance as payable to the Operator for Provision, Operation & Management of police fine collection on Motorway Network.
- i.** “**Party**” means the P.E. or the Operator as the case may be, and Parties means both of them.
- j.** “**Day**” means the Calendar Day.
- k.** In the event of any conflict between the documents of the Agreement, the following order of precedence shall apply:  
  
The Agreement along with all Articles and Appendices.
- l.** “Point of Sale (POS)” The machine being used for credit/ debit card transaction.
- m.** “mobile phone accounts” means Jazz Cash, Easy Paisa, Omni Bank etc.
- n.** “online banking applications” means banking applications to transfer the funds through internet.

### **1.3 General Provision:**

**1.3.1** The Services to be performed by the Operator (**hereinafter called the Services**) relating to the works to be performed (**hereinafter called the works**) are described in **TOR**.

**1.3.2** Relationship between the Parties: Nothing contained herein shall be Construed as establishment or creating a relationship of a matter and servant or principal and agent as between the P.E. and the Operator.

**1.3.3** Language (s) or Law.

- a.** The language and languages in which the contract is drawn shall be English.
- b.** The language, according to which the contract is to be construed and interpreted, designated the “**Ruling Language**”. The ruling language in any dispute shall be **English**.
- c.** The country or province the law of which is to apply to the Contract is to be construed and interpreted designated the “**Ruling Law**”.

The Agreement shall be in accordance to the laws of Islamic Republic of Pakistan.

**1.3.4 Headings:**

The heading in these conditions of Contract shall not be deemed to be part thereof or be taken into consideration in the interpretation of the contract thereof.

**1.3.5 Notices:**

All notices under this Contract will be given in writing and will be deemed to have been given if delivered by one of the following means:

- a. By Facsimile
- b. By E-Mail
- c. By Registered Post or Courier Services at the specific designation/ addresses of the parties as set forth in this Contract Agreement.

**ARTICLE-II**

**2.1 Uniforms:**

All PFC employees are required to meet with public in the capacity of representative and shall be properly uniformed carrying/wearing Identity Cards, which will be provided by PFC. The PFC shall maintain the uniforms in a presentable manner and will ensure sufficient supply in stock during the currency of contract.

**2.2 Uniform Design:**

The PFC shall submit a sample of proposed uniform designs for the PKHA's approval. Set for both summer and winter are to be submitted. Upon approval of the uniform design, the PFC shall place the order in sufficient time to ensure that all personnel are uniformed upon phased commencement of operations by the PFC. The PFC will provide an official replica of its logo and color scheme for the approval of PKHA. In case of failure PKHA has the right to provide the summer and winter uniform at the expense of PFC. The same will be deducted from PFC's invoice.

**(i) Uniform Detail:**

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

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

**2.3 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**), the PFC shall provide, all Operation, Management, Supervision, Administrative Support to perform the services described in **TOR (the foregoing being referred to herein as "Services")** all in accordance with the criteria set forth in the provisions of this Agreement.

**2.4 Cooperation with other Contractors/Third Party:**

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

**2.5 Services Performed:**

The Services to be performed by PFC shall be performed solely in accordance with the **TOR**.

## **2.6 Termination for Convenience of the P.E.:**

- a.** The P.E. shall have the right, at any time and from time to time during the Term, and for any reason whatsoever in the P.E. 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”**). The P.E. may exercise its right of Termination for Convenience by furnishing to the PF Collector’s, written notices of its decision to do so with reasons, which notice shall specify the services the P.E. has elected to remove from the Scope and operation of this Agreement. The Termination for Convenience as to such Services shall be effective **30 (Thirty) days** following the date of such notice. Thereafter all reference herein or in the **TOR** and **TOR** to **“Services”** shall be deemed to refer only to those operation tasks that continue to be required to be performed by the PFC hereunder.
- b.** As of the date upon which a Termination for Convenience is effective, the P.E. shall reduce the contract amounts as to omit payment for those elements of work and services as to which the P.E. exercised its right of termination for Convenience.
- c.** In no event shall a Termination for Convenience be deemed default by the P.E. under this Agreement or the **TOR**. Nevertheless, the P.E. recognized a Termination for convenience will cause temporary but adverse financial consequences upon the Collector/ Operator. PFC may claim 5% of the operational cost for balance/remaining contract period as demobilization charges on prorate basis.

## **2.7 Applicable Laws and Regulations:**

The Collector/Operator shall perform the Services in compliance with the standards and requirements set forth in the SOP Manual, Applicable Laws and Rules, Statutes and Regulations and good business practices.



**ARTICLE-III**

**TERM OF AGREEMENT AND EFFECTIVE DATE**

**3.1 Term of Agreement:**

The term of this Agreement (**the Term**) shall be for the period upto 30-11-2025 from the Date of commencement and extended for further one year at the discretion of P.E. as deemed necessary on satisfactory performance.

**3.2 Effective Date:**

The Effective date shall be the date on which the site is handed over to the OM&MC by the P.E. for start of Operation. The ending date of contract will be reckoned upto 30-11-2025 from the effective date of handing over of site or till the period the contract is further extended by the P.E., as deemed necessary.

**ARTICLE-IV**

**EMPLOYMENT**

**4.1 Removal:**

Promptly upon request of the P.E., the Collector/ Operator shall remove from activities associated with or related to the performance of this Agreement, the employee whom the P.E. considers **(for any reason whatsoever, in the P.E.'s sole discretion)** unsuitable for such work. Such employee shall not be reassigned to perform any work related to the services except with the express written consent of the P.E.. No compensation in any form shall be paid to the Collector/ Operator by the P.E. in consideration for the right of removal described in this paragraph or in consideration of the exercise thereof.

**4.2 Reassignment:**

The Collector/ Operator shall structure its relationship and procedures with its employees so that the employees may be assigned to, reassigned or transferred from one Workshop/ Location to any other Workshop/ Location without impediment, and so that the employees may be reassigned to transferred at any time **(and from time to time)** upon the request of the P.E..

**4.3 Drug-Free Workplace Requirements:**

Throughout the Term, the Collector/ Operator shall provide a drug-free workplace by establishing a drug-free workplace and program in compliance with the P.E.'s policy.

**4.4 Compliance with Workplace Laws:**

- a. Throughout the Terms, while performance under this Agreement, Collector/ Operator, his agents, employees, and Sub-Operator shall observe and fully comply with all Laws, Ordinances and Regulations that may be in force in Pakistan and effective from time to time hereafter.
- b. Collector/ Operator shall prominently post and publish all employment notices and information required to be published by any applicable Law, Rule, Regulation or Ordinance from time to time in effect, for review and consideration by its employees.
- c. Collector/ Operator, its agents and Sub-Operators, shall not discriminate against any employee or applicable for employment due to his or her race, sex, age, national origin, religion or marital status.

#### **4.5 Equal Employment Opportunity.**

- b) On or before 60 (Sixty) days after the Effective Date, Collector/ Operator shall submit to PKHA for its review and comment Collector/ Operator proposed equal employment opportunity policy and as per the existing rules of the Collector's/ Operator's Organization.
- c) Collector/ Operator shall designate a liaison officer who will administer and oversee the program adopted by Collector/ Operator in accordance with subparagraph (a) shall keep complete and accurate records of all procedures and decisions relating to hiring of individuals.
- d) The pay/salries shall no not be less than the minimum amount notified by the govt.

#### **4.6 Notification of Conviction of Crimes.**

Collector/ Operator shall notify the PKHA of disciplinary action taken against its employees, if convicted of any crime, according to the rules and regulation of Collector/ Operator.

**ARTICLE-V**

**STANDARD OPERATING PROCEDURE MANUAL**

**5.1 Purpose of SOP Manual:**

- a. The P.E. desires to make available to the public a high level of services and quality in the Operation of Police Fine Collection. As part of its obligations under this Agreement, the Collector/ Operator shall prepare a written Standard Operating Procedure Manual (**the “SOP Manual”**), which shall include standards of performance throughout the Term. The **SOP Manual** shall set forth provisions of necessary coordination among Collector/ Operator, the Authority and any other party to whom the authority awards contract from time to time with respect to the PKHA Network. The **SOP Manual** shall include cover all procedures of every kind or nature necessary for the performance of the Services as specified in the Scope of Services. The Collector/ Operator shall provide the services at all time in accordance with this Agreement as per **TOR** and procedures stated in the approved **SOP Manual**.
- b. Following development and acceptance of the **SOP Manual** in accordance with this Agreement and the **TOR**. The Collector/ Operator shall comply with the **SOP** in its performance of Services. The Collector/ Operator and the Authority shall revise and update the **SOP Manual** from time to time in accordance with the provisions of the **TOR**. References herein or in the **TOR** 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 **TOR** with respect to updates and revisions of the **SOP Manual**, the Authority may from time to time develop and institute updates or upgrades to its other components of the System. In order to take advantage of technological developments or advancements to improve efficiency and correct problems or to accomplish any other purpose deemed important by the Authority, in which event the **SOP Manual** shall be modified to address any appropriate changes with regard to the Operation, Repair or Maintenance of the Contracts.

**5.2 Change in SOP Manual Causing Additional Costs:**

If the Collector/ Operator believes a change to the **SOP Manual** if made in accordance with the Collector/ Operator Services but beyond clause xi of TOR, will increase its cost of furnishing the Services, the Collector/ Operator shall so notify the P.E. in writing within **15 (Fifteen) days** after the date of receipt of P.E.’s notice of the required revision. Such notice shall include a detailed description of the basis and justification for any claim the Operator may have for adjustments in compensation for increased costs furnish such notice to the P.E. within the time provided in this paragraph. The Collector/ Operator will have waived any claim it may have to additional compensation for increased

costs attribution to the **SOP** compensation claim within **15 (Fifteen) days** period, then the P.E., at its sole option, may either.

- i.** Approve the compensation claim and order the change to become effective as scheduled; or
- ii.** Revoke the notice of change, in which case the change shall not become effective and no additional compensation will be paid.

**ARTICLE-VI**

**ASSIGNMENT OF AGREEMENT; SUBCONTRACTS**

**6.1 Assignment Rights and Limitations:**

- a. The P.E. has selected Collector/ Operator to perform the Services based upon characteristics and qualifications of Collector/ Operator and its employees. Therefore, the Collector/ Operator may not assign, delegate or subcontract its rights or obligations under this Agreement, any attempt by the Operator to assign to subcontract any performance of this Agreement without consent of the P.E. shall be null and void and shall at P.E.'s option, constitute a default under this Agreement.
- b. The Collector/ Operator may assign its rights to receive payment under this Agreement with the Authority prior written consent, which consent shall not be unreasonably withheld.
- c. The Authority may assign all or any portion of its rights under this Agreement without the consent of or advance notice to the Collector/ Operator.

**6.2 Subcontracts:**

- a. Subject to the right of the P.E. to review and approve or disapprove Subcontracts in accordance with this section, and subject to the compliance by the Collector/Operator with the provisions of this Agreement with regard to Key Personnel, the Collector/ Operator shall be entitle to subcontract some of the services performed to other entities. The subcontracts executed by the Collector/ Operator in accordance with the terms of this Agreement (including vendor contracts) may be referred to herein as "Subcontracts" and the Sub-Operator there under may be referred to herein collectively as "Sub-Operators". No subcontracting shall be done without prior written approval of the P.E..
- b. All subcontracts must contain the following provisions:
  - i. The Subcontracts must provide that it is assignable to the Authority **(or its successor in interest under the terms of this Agreement)** without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the Sub-Operator of written notice of the assignment from the P.E.. Upon such event, the P.E. shall be deemed to assume the obligations of the Collector/Operator under the subcontract, but only to the extent such obligations accrue from and after the date of assignment.
  - ii. Each Subcontract must require the Sub-Operator to comply with the **SOP Manual** as it may be revised, modified and

supplemented from time to time and must require the Sub-Operator to carry forms and amounts of insurance satisfactory to the P.E. in its sole discretion. The P.E. shall be listed as and additional insured in such insurance policies and copies of insurance certificates and policies shall be delivered to the P.E. upon request.

- iii.** The Subcontract must provide that, upon demand of the P.E., the Operator will join in any dispute resolution proceeding instituted in accordance with **Article-X** hereof.
  - iv.** All warranties express and implied of such Sub-Operator shall inure to the benefit of the P.E. and its successors and assignees.
- c.** All Subcontracts shall be subject to P.E.'s prior written approval as to the general form of the subcontract and the identity of the Sub-Operator, which approval may be granted or withheld in the sole discretion of the P.E.. The P.E. may waive the right to approve a particular subcontract, but such waiver shall not affect P.E.'s right to review and approve or disapprove other Sub-Contracts. The P.E.'s approval of a subcontract, the Operator shall not be entitled of the Operator's arrangements for performance of the work covered by such Sub-Contract.

## **ARTICLE-VII**

### **PAYMENTS**

#### **7.1 Currencies of Payment**

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

#### **7.2 Pakistan Tax Liabilities:**

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

#### **7.3 Invoice and Payment Procedure:**

- i- The PFC shall furnish/submit invoice to Project Director, Project Directorate Provincial Expressways (PDPE) by 10<sup>th</sup> of each month along with Performance/Monitoring report duly signed & stamped by CPO of NH&MP on monthly basis together with detail of fine collected. Project Director, PDPE will process the file according to the check list and forward the same to Deputy Director (Finance). Invoices pending for over two months shall not be accepted/considered without solid justification/ground and on specific approval of Managing Director, PKHA.
- ii- The invoice shall be processed by Deputy Director (Construction) Project Directorate Provincial Expressways (PDPE) and forwarded Managing Director, PKHA for seeking approval.
- iii- All due payments to the PFC shall be paid by PKHA out of Road Maintenance Account within forty five (45) days of receipt of invoice.

#### **7.4 INTEREST ON DELAYED DEPOSIT**

If PFC fails to deposit the revenue collected within 48 hours (if any) except Sundays and Public/ Bank Holidays, PKHA shall charge interest at the prevailing commercial rates on the revenue not deposited. Revenue Receipt Section may calculate the interest on delay deposition and will be forwarded to Deputy Director (Finance), PKHA for deduction of the same from monthly invoice.



## **7.5 INTEREST ON DELAYED PAYMENT**

In the event of failure of the PKHA to make payment within the times stated above, the PKHA shall pay to PFC simple interest at the rate of three percent (3%) per annum.

## **7.6 CASH DEPOSIT AND RECONCILIATION**

- The PFC will deposit all collected fine in the designated Unisaver Bank Account(s) approved by PKHA within 48 hours except Sundays and Public/ Bank Holidays. All deposit slips shall be reconciled against the collected revenue and transactions processed at the end of each month through manual and E-Fine Application.
- The PFC will be responsible for safe custody of collected cash till deposited in the Bank.
- The PFC shall maintain & submit detail of fine collection on daily and monthly basis and also through E-Fine Application.

**ARTICLE-VIII**

**IDENTIFICATION AND LIABILITY**

**8.1 Collector's/ Operator's Responsibility:**

The Police Fine Collector's (PFC) will be responsible for collecting all fine imposed by the NH&MP, in respective section.

- i. The PFC will ensure that they move/ Patrol along with National Highway & Motorway Police (NH&MP) and collect fine on the spot.
- ii. The PFC will be responsible for safe custody of collected cash till deposited in the Bank.
- iii. The PFC will deposit all collected fine in the designated bank accounts approved by PKHA within stipulated time as prescribed in Instructions to Bidder.
- iv. The PFC shall maintain & submit detail summary of fine imposed/ collected on daily, weekly and monthly basis, duly countersigned and reconciled by NH&MP.
- v. The PFC will keep an inventory of all traffic violation, nature and extent of violation, the section under which fine was imposed and name of officer/Patrol who booked the vehicles for such offense.
- vi. The PFC shall submit annual basis audited statement to PKHA.
- vii. The PFC will provide Manpower, Equipment (Wireless Set etc) & resources such as vehicles, parking sheds etc. The cost of all expenditure made under such cost of petrol, vehicles maintenance, accommodation and uniform for Police Fine Collector and Security Guard (duly provided by the registered private Security Firm along with suitable weapon, valid armed license & ammunition), shall be borne by PFC.
- viii. The PFC will work in coordination with NH&MP and PKHA staff.
- ix. The collection vehicle, crew thereof and cash therein will be insured for whole period of operation and premium of such insurance shall be paid by the PFC.
- x. In case of change of length of beat (within 10 km) by NH&MP no extra claim will be entertained, in any case.
- xi. PKHA is likely to automate/upgrade existing system of Police Fine Collection and in such case OMC shall have no right of objection in facilitating the automation/up gradation of equipment & software. The OMC shall not claim any charges on account of automation/new installation/up gradation carried out by PKHA.
- xii. The OMC shall arrange & provide Security Guard(s) through a registered private Security Firm. The Security Guard(s) must be having suitable weapon, valid armed license & ammunition as per requirement of CoC.

**ARTICLE-IX**

**SECURITY AND INSURANCE**

**9.1 Bonds and Insurance:**

The Collector/ Operator shall procure, at its own expense, bonds (**or other security**) and insurance acceptable to P.E. 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.

**9.2 Performance Security:**

On or before fifteen (15) days prior to the Effective Date, PFC shall deliver to PKHA a Performance Security amounting to Rs. 1,000,000/- (Rupees 01 Million) per package, in the shape of Bank Guarantee (format enclosed) from the designated Banks or as acceptable by the P.E. as security for the performance by PFC of the provisions of this Agreement. The terms and provisions of the performance security shall be satisfactory to the PKHA in its sole and absolute discretion. PKHA may apply any or all of such security to reimburse it for damages caused by any defaults of PFC under this Agreement or to remedy any Event of Default. If PFC is not in default at the expiration or termination of this Agreement, PKHA will authorize the release and return of the performance security to PFC.

Authority may apply any or all of such bond to reimburse it for damages caused by any defaults of Collector/Operator under this Agreement or to remedy any Event of Default. If the bidder is not in default at the expiration or termination of this Agreement, the P.E. will authorize the release and return of the Performance Bond to Collector/ Operator within **90 (Ninety) days**.

**9.3 Insurance Coverage:**

The Collector/ Operator shall without limiting his or the P.E.'s obligation and responsibilities:

- a. The Services together with collection vehicle, plant, machinery, crew thereof and cash therein, automation/up gradation equipment (if any) etc. to the full replacement cost plus fifteen percent (15%) to cover any additional incidental cost associated with the services.
- b. The Collector's/ Operator's equipment and other relevant things brought on the site by the Collector/ Operator, for a sum sufficient to provide for their replacement at site.
- c. The insurance in Paragraph (a) and (b) of Article 9.3 above shall be in joint names of P.E. and the Collector/Operator.
- d. The Collector/ Operator shall insure its personnel employed on the services against accident and shall continue such insurance during the whole of the time that any persons are employed by him

on the services. The premium for such insurance shall be paid by the Collector/ Operator.

- e. During the contract and the date on which insurance policy comes in to force and effect, if any damage due to accident etc. occurs the Collector/ Operator shall replace the same and claim cost from Insurance Company.

**9.4 Authority's Rights to Remedy breach by the Collector/ Operator:**

If, the Collector/ Operator fail to provide insurance as required herein, the Authority 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 the Authority to the Collector/ Operator under this Agreement. However, incident or mishap occurring during the currency of contract in absence of valid insurance policy(s) shall be wholly and solely borne by the operator.

**ARTICLE-X**

**DEFAULT; DISPUTE RESOLUTION; REMEDIES**

**10.1 Defaults by the Collector/Operator:**

- a. The occurrence of any one or more of the following events shall constitute an event of default by Collector/ Operator under this Agreement (**each such event being referred to herein as an “Event of Default”**):-
  - i. 03 (Three) **“Displeasure Notices”** served by the **“Performance Monitoring Committee”** to the Collector/ Operator on the occurrence of (ii) or (iii) below:
  - ii. Delay or discontinuance of the Services by Collector/ Operator to be performed pursuant to this Agreement.
  - iii. Poor performance of services, mis-behavior by the Collector/ Operator, duly verified by the nominated **“Performance Monitoring Committee”** as referred to in **Article-XIII, 13.19**.
  - iv. To extent allowed by law, filing by Collector/ Operator 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 Collector/ Operator as a bankrupt or insolvent; assignment by Collector/ Operator for the benefit of creditors; admission in writing by Collector/ Operator of its inability to pay its debts generally as they become due; filing of a petition or answer proposing the adjudication of Collector/Operator as bankrupt or insolvent pursuant to any bankruptcy law or similar in any Court, and failure of Collector/ Operator to discharge such petition or answer within **90 (Ninety) days** after the filing thereof;
  - v. Appointment of a receiver, trustee or liquidator of the Collector/ Operator, or of all or substantially all of the assets of the Collector/ Operator, in any proceedings, and failure of the Collector/ Operator to cause such appointment to be canceled or discharged within **90 (Ninety) days** after such appointment, if the appointment was not requested by the Collector/ Operator.
- b. Failure by the Collector/ Operator to satisfy or postpone with respect to any final judgment against it within **20 (twenty) days** of entry of the judgment.
- c. Attempt by the Collector/ Operator to assign its rights or delegate its obligations in contravention of the terms of this Agreement, or execution by the Collector/ Operator of a Sub-contract in violation of the terms of this Agreement;

- d. Failure by the Collector/ Operator to perform any component of the Services in a manner acceptable to the P.E. in its reasonable discretion, or failure by the Collector/ Operator to otherwise perform its obligations under this Agreement or to comply with any terms or provisions herein set forth or in the Collector/ Operator of Services/ TOR or **SOP Manual** as it may hereafter be amended, modified or supplemented from time to time.

### **10.2 Event of Default by the P.E.:**

The failure of the P.E. to make payments to the Collector/ Operator at the times and in the amounts required by this Agreement shall constitute an event of default by the P.E. under this Agreement (**which circumstances shall also be defined as an "Event of Default"**). In the Event of Default by the P.E., the Collector/Operator may terminate this Agreement by not less than **90 (Ninety) days written notice to the P.E..**

### **10.3 Rights of Non-Defaulting Party upon Occurrence of Event of Default by the Collector/Operator:**

- i. If the Collector/ Operator commits an Event of Default hereunder, the Collector/ Operator does not cure the Event of Default; and the parties are not able to resolve the dispute in the manner described in **Paragraph 10.5**, the P.E. shall be entitle to exercise any or all of the following remedies, in addition to any or all other remedies or rights provided by law to which the P.E. may resort, cumulatively or in the alternative, and in addition to such other rights and remedies elsewhere set forth in this Agreement:
- ii. The P.E. may terminate this Agreement and the Collector's/ Operator's rights hereunder by giving the Collector/ Operator notice of termination of **30 (Thirtieth) days** on the **30<sup>th</sup> (Thirtieth) day** following such termination notice, or on the date specified in such notice, if later, Collector's/Operator's rights hereunder shall terminate.
- iii. The P.E. may terminate some but not all of the Collector's/ Operator's rights hereunder by modifying the definition of Services to exclude there from those Services as to which the Event of Default has occurred. The P.E. shall give the Collector/ Operator notice of those Services to be terminated and, on the **30<sup>th</sup> (Thirtieth) day** following such termination notice, or on the date specified in such notice, if later, Collector's/ Operator's obligation to perform thereof, shall terminate.
- iv. If the Event of Default consists of a failure of the Collector/ Operator to perform an obligation or duty in the manner or within the time required under the terms of this Agreement, the P.E. may either perform such obligation or duty or retain another party to perform such obligation or duty, in either case offsetting the cost of such performance against the payments otherwise due by the P.E. to the Collector/ Operator under this Agreement.

- v. The P.E. may collect from the Collector/ Operator, or may offset against amounts due or to become due to the Collector/ Operator under the provisions of this Agreement, all costs and expenses incurred by the P.E. due to the occurrence of the Event of Default.

#### **10.4 Rights of Collector/Operator upon Occurrence of Event of Default by the P.E.:**

Collector/ Operator may terminate this Agreement by giving Authority a notice of **90 (Ninety) days**.

#### **10.5 RESOLUTION OF DISPUTES**

##### **10.5.1 Settlement of Disputes**

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

- (a) The **Dispute Resolution Committee** composed of Project Director, Project Directorate Provincial Expressways (PDPE) & Deputy Director (Finance), PKHA and said notice/reference shall contain the cause of action, mentioning facts of the case and relief sought. The Dispute Resolution Committee shall decide the dispute within twenty eight (28) days of the receipt of such notice.
- (b) If the lessee is dissatisfied with the decision of the Dispute Resolution Committee or if the decision of the Dispute Committee is not forthcoming within the stipulated or extended period, the Lessee may within two (02) weeks from the receipt of the decision of the Dispute Resolution Committee or expiry of twenty eight (28) days' time refer the matter to a **composed of** along with the cause of action, mentioning facts of the case and relief sought. The Member's Committee will act as sole Adjudicator and shall decide the matter within twenty eight (28) days from the date of submission.
- (c) The Lessee, if dissatisfied with the decision of the Adjudicator shall have the rights to serve **Notice for Intension to commence arbitration** within twenty eight (28) days of receipt of the Adjudicator's decision or within twenty eight (28) days after the expiry of the period stipulated herein above for decision of the Adjudicator in case fails to give decision. The Adjudicator shall take place at Islamabad under the Pakistan Arbitration act of 1940 as amended from time to time. The arbitration proceedings shall take place at Islamabad and shall be conducted in the English language. The Award of the Arbitrator shall be final and binding upon both the parties.

##### **10.5.2 ARBITRATION**

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

#### **10.6 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 to prompt and expeditious resolution of the dispute. If either party refuses to diligently cooperate, and the other party, after first giving notice of its intent to rely on the provisions of this paragraph, incurs additional expenses or attorney's fee solely as a result of such failure to diligently cooperate, then the arbitrator court (**whichever is applicable**) may award such additional expenses and attorney's fees to the party giving such notice even if such party is not the prevailing party in the dispute.

#### **10.7 Continuing Performance:**

Following the occurrence of any Event of Default or alleged Even 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.

#### **10.8 Corrupt or Fraudulent Practices:**

If the Collector/ Operator has engaged in corrupt or fraudulent practices, in competing for or in executing the Agreement, the P.E. may, after giving **14 (Fourteen) days** notice to the Collector/ Operator, terminate the Agreement. For the purpose of this Sub-Clause:

**Corrupt Practice**" means the offering, giving, receiving or soliciting of anything or value to influence the action of a public official in the procurement process or in Contract execution.

**"Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the P.E., and includes collusive practice among bidders (**prior to or after bid submission**) designed to establish bid prices at artificial non-competitive levels and to deprive the P.E. of the benefits of free and open competition.



**ARTICLE-XI**

**OBLIGATION OF THE PARTIES UPON TERMINATION OR EXPIRATION OF  
THIS AGREEMENT**

**11.1 Obligations:**

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

- i.** Promptly upon termination, the Collector/ Operator shall submit to the P.E. detailed information relating to each Sub-Operator and employee of the Collector/ Operator performing work under this Agreement. This information shall be in sufficient detail so that;
- ii.** The P.E. will have the ability to contact each Sub Collector/ Operator and employee;
- iii.** The P.E. can easily determine the role or function of each in regard to the Collector's/ Operator's obligations hereunder; and
- iv.** If it so elects, the P.E. may engage each Sub-Operator or employee on **substantially** the same terms as each had been contracted by the Collector/ Operator.
- v.** Within **10 (Ten) days** after the Collector's/ Operator's submission to the P.E. of the information described in subparagraph **(a)** the P.E. shall notify the Collector/Operator, in writing, of each Subcontract **(including vending contracts)** and employment agreement with respect to which the P.E. has or intends to exercise its right to succeed the Collector/ Operator.
- vi.** Within **15 (Fifteen) days** after the Collector's/ Operator's submission to the P.E. of the information described in subparagraph **(a)**, the Collector/ Operator shall cancel or terminate all Subcontracts and employment agreements except those specified in the notice from the P.E. to the Collector/ Operator as being agreements that it intends to assume.
- vii.** The Collector/ Operator shall use its best efforts to cancel or minimize any outstanding Subcontracts and employment commitments or liabilities and claims, arising out of the commitments or agreements to be cancelled. The Collector/ Operator shall provide the P.E. with an opportunity to review and approve all settlements contemplated with respect to any Subcontract or employee commitment or agreement, so that the P.E. 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 the P.E..

**11.2 Assignment:**

The Collector/ Operator shall incorporate a provision in all Sub-contracts that provide for assignment to the P.E. **(at the P.E.'s election)**, as more particularly required by **Paragraph 6.2** of this Agreement. Notwithstanding the incorporation of such provisions, at the request of the P.E., the Collector/ Operator shall notify the Sub-operator of its consent to the assignment of the Sub-contract and execute and instrument assigning to the P.E. in writing all of the Collector's/ Operator's rights, title and interest under any Subcontracts that the P.E. desires to assume. At the sole discretion of P.E., the P.E. may settle all claims arising out of the cancellation of the Subcontracts.

### **11.3 Completion of the Services:**

If the Collector/ Operator commits an event of default hereunder the P.E. may appropriate or use any or all facilities and equipment being used by the Collector/ Operator for the performance of the Services on the **"Risk"** and **"Cost of the Collector/ Operator"** and may enter into an agreement with others for the performance of the Services under the Agreement or may use other methods which in the opinion of the P.E., are required for the performance of the Services in an acceptable manner.

**ARTICLE-XII**

**REPRESENTATION OF PARTIES**

**12.1 Status of the Collector/ Operator:**

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

**ARTICLE-XIII**

**MISCELLANEOUS PROVISIONS**

**13.1 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 parties hereto. No waiver shall affect or alter this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

**13.2 Successors and Assignees:**

This Agreement shall be binding upon and insure the benefit of P.E. and its successors, permitted, assignees and legal representatives, and shall be binding upon and insure the benefit of Collector/ Operator and its permitted successor, assignees and legal representatives. In the event of any assignment of this Agreement in whole or in part by P.E., the term “**P.E.**” as used in this Agreement shall be deemed to mean the assignee of P.E., and as such, the assignee shall have all rights accorded to P.E..

**13.3 Time is Essence:**

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

**13.4 Designation of Representatives; Cooperation with Representatives:**

- a. The P.E. and the Collector/ Operator shall each designate an individual(s) who shall be authorized to make decisions and bind the parties on matters relating to the effectuation of this Agreement and the operations and maintenance required hereunder. The designated individuals shall not have the right to make decisions inconsistent with the Agreement, or make amendments thereto or take any action or make any decisions that are not allowed under applicable law. Designation 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 the P.E. or the Collector/ Operator. Such representatives shall attend any settlement conference conducted in accordance with this Agreement.
- b. The Collector/ Operator shall cooperate with the P.E. and all representatives of the P.E.. The Collector/ Operator shall provide such data, reports, certifications, and other documents or

assistance reasonably requested by the P.E.. The provision of such information shall not in any manner diminish the Collector's/ Operator's rights or obligation under any other provision hereof.

### **13.5 Gratuities:**

Neither the Collector/ Operator nor any of its employees, agents and representatives shall offer or give to an officer, official or employee of the P.E. gifts, entertainment, payments, loans or other gratuities. Each of the employees and officer of the Collector/ Operator and any Sub-Operators shall be obligated to pay the standard rate of all applicable tolls for use of the Roadways.

### **13.6 Conflict of Interest:**

During the Term and for a period of contract thereafter, no board member, officers or employee of the P.E. during his or her tenure shall have any direct interest in this Agreement or any direct or material benefit arising there from.

### **13.7 Survival:**

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

### **13.8 Limitation of 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.

### **13.9 Permits, License, etc:**

Throughout the terms, the Collector/ Operator shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of services by the Collector/ Operator, 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 the P.E. upon request.

### **13.10 Governing Law:**

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

### **13.11 Notice and Communications:**

- a. All notices required or permitted by law or by this Agreement to be given to the P.E./ P.E.'s Representative or the Collector/ Operator shall be in writing and may be given by either personal delivery or by registered by or by recognized overnight courier service. Notices

shall be sent to the parties at the addresses set forth below or at such other addresses, as the parties shall designate to each other from time in writing.

All correspondence with the Collector/ Operator shall be sent to or as otherwise directed by the Collector/ Operator the address for such communication shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All communication to the **P.E.** shall be sent to **P.E.'s Representative** at the address set forth as follows:

**Project Director  
Project Directorate Provincial Expressways (PDPE),  
House No. 27- B, Sayed Jamal – UD – Din Afghani Road,  
University Town Peshawar.**

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

**13.12 Interpretation:**

- a.** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the stature 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 assignees and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- b.** If the Collector/ Operator discover material discrepancy, deficiency, ambiguity, error or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Collector/ Operator may immediately notify the P.E. and request clarification of the P.E.'s interpretation of this Agreement.

### **13.13 Severability:**

The invalidity or 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 unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

### **13.14 Computation of Periods:**

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

### **13.15 Headings:**

The options 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.

### **13.16 Compliance with Laws:**

The Collector/ Operator shall keep fully informed regarding, and shall full and timely comply with, all laws, ordinance 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. The Collector/ Operator shall observe all rules and regulations of health officials. The Collector/ Operator shall not require any worker to work in surroundings or conditions that are unsanitary, hazardous or dangerous to his or her health or safety.

### **13.17 Audits, Inspections:**

The Collector/ Operator shall permit **(at all reasonable times)** audits, inspections desired by the P.E.. Such audit and inspections shall not relieve the Collector/ Operator of any of its obligations under this Agreement.

### **13.18 Entire Agreement:**

This Agreement, including the sample attached hereto, together with the **TOR**, proposal as accepted by the P.E. plus its technical and financial contents on the basis of which Collector/ Operator was selected plus agreements and commitments during negotiations and **SOP Manual**, constitutes the entire and integrated agreement between the parties hereto and super cedes and nullifies

all prior and contemporaneous negotiations, representation, understandings and agreements, whether written or oral, with respect to the subject matter hereof.

**13.19 Performance Monitoring Committee:**

The **P.E.** may nominate a **Performance Monitoring Committee** to monitor the performance of the Collector/ Operator and to check the public complaints against the Collector/ Operator as and when required.



**ARTICLE-XIV**

**MODIFICATION OF THIS AGREEMENT WITH MUTUAL CONSULTATION**

If the Collector/ Operator advises the P.E. or vice-versa, that any amendments, modifications or revisions to this Agreement are necessary or desirable to satisfy requirements, the P.E. and the Collector/ Operator 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.

**SECTION-VI**

**SAMPLE FORMS**

**FORM OF ENVELOPE LABEL**

**ORIGINAL BID + 01 COPY**

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

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

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

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

**To:**

**Project Director**  
**Project Directorate Provincial Expressways (PDPE),**  
**House No. 27- B, Sayed Jamal – UD – Din Afghani Road,**  
**University Town Peshawar.**

**From:**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**CONTRACT AGREEMENT  
BETWEEN  
PAKHTUNKHWA HIGHWAYS AUTHORITY  
AND**

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

**FOR**

**PROVISION, OPERATION AND MANAGEMENT OF POLICE FINE  
COLLECTION UNITS ON SWAT MOTORWAYS**

This AGREEMENT (hereinafter, together with the Articles for Provision of Police Fine Collection Unit on Swat Motorway and all the documents annexed hereto forming an integral part thereof, hereinafter called "the Agreement") made on the \_\_\_\_ day of \_\_\_\_\_ 2020 Pakhtunkhwa Highways Authority between represented for the purposes by the Managing Director, Pakhtunkhwa Highways Authority his assignees, representative or his successors hereinafter called "the P.E." of the one part and M/s \_\_\_\_\_, hereinafter called "The PF Collector (PFC)/ Operator" of the other part.

Now therefore the P.E. and the PFC agree as under:

The PFC agrees to provide \_\_\_\_\_ vehicles (Suzuki Mehran (800cc or Equivalent) to each Beat and crew comprising one armed Security Guard duly provided by the registered private Security Firm along with suitable weapon, valid armed license & ammunition, one Cashier cum Driver (Uniformed) for each shift, making a maximum of \_\_\_\_\_ persons per vehicle. The PFC will continue maintenance of these vehicles to ensure availability of vehicles all the time during the currency of the Contract.

The PFC agrees to provide one supervisor to each beat making a maximum of \_\_\_\_\_ supervisor(s) for the Section. The supervisor(s) will be provided an adequate transport at the commencement of the Contract.

The PFC agrees to bear all the expenses for the fuel, oils, spare parts and maintenance of the vehicles deployed for collection of fines as per terms of reference and instructions to bidders.

The uniforms and living accommodation (for living of Operator's employees) will be the responsibility of the PFC.

The PFC will collect the fine on daily basis and deposit the same within 48 hours in the Bank's branches designated by the P.E. (PKHA). The P.E. will open Bank Accounts and intimate Account Nos. to the PFC.

Whereas, the contract is signed with the effective commencement date for services provided from the date of commencement for the said period as mentioned in the Article I to Article XIV. The P.E. is desirous that services be rendered for "Provision, Operation & Management of Police Fine Collection Units on Swat Motorway at the agreed Lump Sum amount Rs \_\_\_\_\_ /- per month per vehicle (for a period Upto 30-06-2022 from the date of commencement).

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

Contract Agreement  
Letter of Acceptance  
Term of Reference (TOR) between the PFC and P.E. (PKHA)  
Scope of Services  
Preamble  
Articles I to XIV  
Addendum (if any)  
Appendices (if any)  
Any other documents forming part of Contract.

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

For and on behalf of  
Project Director  
Project Directorate Provincial Expressways  
Peshawar

For and on behalf of  
M/s \_\_\_\_\_

(P.E.)

(COLLECTOR/OPERATOR)

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

[Letter by the Guarantor to the P.E.]

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

(Scheduled Bank in Pakistan)

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

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

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

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the \_\_\_\_\_ (hereinafter called the P.E.) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said P.E., we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has accepted the P.E.'s above said Letter of Acceptance for \_\_\_\_\_ (Name of Contract) for the \_\_\_\_\_ (Name of Project).

NOW THEREFORE, if the Principal (Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the P.E., with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till 90 days after the date of expiry of contract, upon fulfillment of conditions of contract and upon entire satisfaction of the P.E..

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

We, \_\_\_\_\_ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the P.E. without delay upon the P.E.'s first

written demand without cavil or arguments and without requiring the P.E. to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the P.E.'s written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to P.E.'s designated Bank & Account Number.

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

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

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

Witness:

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

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

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

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

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Operator / Contractor: ..... **[Seal]**

Signature: .....



**SECTION - VII**  
**FINANCIAL PROPOSAL FORMS**  
**&**  
**BID FORM**

**Form 1B**

**FINANCIAL PROPOSAL FORMS FOR**  
**POLICE FINE COLLECTION CONTRACTS**  
**BREAKDOWN OF SALARY RATES FOR STAFF FOR PACKAGE No.**

**Bidder:** \_\_\_\_\_

Sr. No	POSITION	BASIC SALARY PER CAL. MONTH (1)	SOCIAL CHARGES (%AGE OF 1) (2)	OVERHEAD/ PROFIT PER PERSON SALARY (3)	ALLOWANCES (%AGE OF 1) (4)	SUB-TOTAL (5) (1+2+3+4)

**Notes:**

**Item No.1:** Basic salary shall include actual gross salary before deduction of taxes.

**Item No.2:** Social Charges shall include Operator'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.

**Item No.3:** Overhead shall include general administration cost, rent, clerical and security professional staff and business getting expenses, mobilization & demobilization costs etc.

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

**Item No.4:** Field duty allowance, etc.

**Full Name** \_\_\_\_\_

**Designation:** \_\_\_\_\_

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

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

**POLICE FINE COLLECTION CONTRACTS**

**ESTIMATED SALARY COSTS/REMUNERATION**

**Staff for Each Police Fine Collection Vehicle**

S#	Position	Qualification	Nos.	Monthly Billing Rate	Estimated Cost per Month (Rs.)
<b>Total Cost per Month</b>					

**Full Name** \_\_\_\_\_  
**Designation:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Stamp:** \_\_\_\_\_

**POLICE FINE COLLECTION CONTRACTS**

**DIRECT (NON-SALARY) EXPENDITURES**

**For each Police Fine Collection Vehicle**

<b>S#</b>	<b>HEAD</b>	<b>Monthly Rate</b>
1.	Utilities Bills (Gas, Water, Communication, Electricity etc).	
2.	Cost/ Rental of Furniture/Furnishings.	
3.	Cost of Office/Other Equipment & Office supplies: i) Computers and Accessories. ii) Photocopy Machines. iii) Transport Vehicles/ Rentals (Including POL and Maintenance)	
4.	Advisory Services and other similar Costs, if any	
5.	Insurances/Medical a) Third party & other insurances as required. b) Medical/Hospitalization, accident and travel insurance policy costs for Staff.	
6.	Cost of Bonds and Securities.	
7.	Taxes (all) as per Government of Khyber pakhtunkhwa and Pakistan Laws.	
<b>Total Cost per Month (Rs.)</b>		

**Full Name** : \_\_\_\_\_

**Designation** : \_\_\_\_\_

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

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

**POLICE FINE COLLECTION CONTRACTS**

**SUMMARY OF COST OF PFC**

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

*(All costs on monthly basis)*

<b>Sr. No.</b>	<b>Description</b>	<b>Estimated Cost (Rs.)</b>	<b>Remarks</b>
1.	Salary Cost/Remuneration		From <b>Form 2B</b>
2.	Direct (Non-Salary) Cost		From <b>Form 3B</b>
3	Any other cost to be incurred by PFC in performing this O&M Contract		
4	PFC Overhead and Profit		
5.	Cost per month per vehicle (1+2+3+4)		
6.	No of vehicles		
<b>Total cost per month (Sr. 5 x Sr. 6)</b>			

**In Words** \_\_\_\_\_

**Bidder** : \_\_\_\_\_

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

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

**BID FORM**

**PROJECT DIRECTOR**

Project Directorate Provincial Expressways (PDPE)  
House No.27-B, Sayed Jamal – Ud – Din Afghani Road,  
University Town, Peshawar.  
Phone: +92-091-9213927, Fax # 92-091-9211657

1. **Having examined the bidding documents including Addendum (if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide and operate police fine collection unit on Motorway in conformity with the said bidding documents.**

Beat No. \_\_\_\_\_

Location \_\_\_\_\_

Description	Rate per vehicle per month (Rs.)	No of Vehicles	Total amount Per Month (Rs.)	Remarks
Provision, Operation & Management of Police Fine Collection Unit (in 3x shifts, 24 hrs and 7 days a week).				From <b>Form 4B</b>
<b>Grand Total (Rs.)</b>				

(In words \_\_\_\_\_)

2. As a security for due performance of the undertaking and obligations of this bid, we submit herewith a Bid Security in the amount of **Rs. 200,000/-** drawn in your favor or made payable to you and valid for a period for twenty eight (28) days beyond the period of validity of Bid.
- 3.
- a. If two or more bidders have quoted same identical bid then bidder with lesser number packages won will be declared as lowest evaluated bidder.
  - b. All forms (1B to 5B) must be filled, signed/stamped and submitted with the bid.

**(Bidders Signature & Stamp)**

**PROVISION, OPERATION AND MANAGEMENT OF POLICE FINE COLLECTION UNITS ON SWAT  
MOTORWAY FOR THE PERIOD UPTO 30-11-2025**

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4. We undertake, if our Bid is accepted, to provide the services in accordance with terms and conditions as specified in the bidding documents.
5. If our Bid is accepted, we will promptly submit the Performance Security for the due performance of the Contract, in the amount and form as prescribed by the P.E. in bidding documents.
6. We agree to remain committed to this Bid for a period of One Hundred and Twenty (120) days from the date fixed for Bid opening under Clause-3 of the LOI and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
7. Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other persons making a Bid for the Services.
10. We confirm, if our Bid is accepted, that all partners of the joint venture will be liable jointly and severally for the execution of the Contract and the composition or the constitution of the joint venture shall not be altered without the prior consent of the P.E..

**Bidder** : \_\_\_\_\_

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

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