

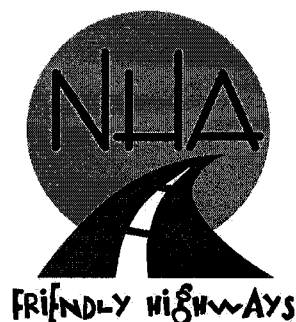
6(431)

# **National Highway Authority**

**(Procurement and Contract Administration Section)**

**28 Mauve Area, Sector G-9/1, Islamabad (Pakistan)**

**Phone: +92-51-9032727, Fax: +92-51-9260419**



## **DOCUMENTS FOR SUBMISSION TO PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**FOR**

**HIRING OF CONSULTANTS FOR DESIGN  
AND CONSTRUCTION SUPERVISION OF  
INFRASTRUCTURE FOR METRO BUS  
SERVICE FROM PESHAWAR MOR TO  
NEW ISLAMABAD INTERNATIONAL  
AIRPORT (NIIA)**

September, 2018

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)  
CONTRACT AWARD PROFORMA - I**

**To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million or more**

▶ NAME OF THE ORGANIZATION/DEPTT.	<u>National Highway Authority</u>				
▶ FEDERAL/PROVINCIAL GOVT.	<u>Federal Govt (Autonomous Body)</u>				
▶ TITLE OF CONTRACT	HIRING OF CONSULTANTS FOR DESIGN AND CONSTRUCTION SUPERVISION OF INFRASTRUCTURE FOR METRO BUS SERVICE FROM PESHAWAR MOR TO NEW ISLAMABAD INTERNATIONAL AIRPORT (NIIA)				
▶ TENDER NUMBER	6(431)				
▶ BRIEF DESCRIPTION OF THE CONTRACT	Connectivity of NIIA with the existing Rawalpindi-Islamabad Metro Bus Route, having a station at Peshawar Mor, was determined to be viable and the Prime Minister of Pakistan desired construction of Metro Bus Route from Peshawar Mor to NIIA along Kashmir Highway through Golra Mor, N-5 Interchange and M1/M2 Interchange having total length of 25.6 Km. National Engineering Services Pakistan (NESPAK) was hired for the design and construction supervision services for Lahore as well as Rawalpindi –Islamabad metro bus projects. It was therefore advisable to hire the services of M/s NESPAK immediately for design cum supervision of captioned project through Negotiated Tendering.				
▶ TENDER VALUE	Not Applicable				
▶ ENGINEER'S ESTIMATE (for civil Works only)	Not Applicable				
▶ ESTIMATED COMPLETION PERIOD	(27 months)				
▶ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	<table border="1"> <tr> <td>Yes</td> <td align="center">x</td> <td>No</td> <td align="center">√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		
▶					
(i) PPRA Website (Federal Agencies)	<table border="1"> <tr> <td>Yes</td> <td align="center">x</td> <td>No</td> <td align="center">√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		
(ii) News Papers	<table border="1"> <tr> <td>Yes</td> <td align="center">x</td> <td>No</td> <td align="center">√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		
(If yes, give names of newspapers and date)	Not Applicable				
▶ TENDER OPENED ON (Date and Time)	Not Applicable				
▶ NATURE OF PURCHASE	Procurement of (Engineering) Consultancy Services				
▶ EXTENSION IN DUE DATE (if any)	Not Applicable				
▶ NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	Not Applicable				
▶ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy)	Not Applicable				
▶ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy)	Not Applicable				
▶ WHICH METHOD OF PROCUREMENT WAS USED:-	(Tick one)				
a) SINGLE STAGE - ONE ENVELOPE PROCEDURE					
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE					
c) TWO STAGE BIDDING PROCEDURE					
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	Not Used				

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA - I**

**To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million or more**

- Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, Negotiated Tendering etc.

The Prime Minister of Pakistan directed to complete the construction of the proposed NIIA Metro Bus Route before the inauguration of NIIA which is scheduled to be held on 14<sup>th</sup> August 2017. Accordingly, there is an extreme urgency to get the project designed very quickly; whereas hiring of design consultant through open competitive bidding takes at least four (04) months. M/s NESPAK was involved in the design and construction supervision services for Lahore as well as Rawalpindi –Islamabad Metro bus projects. It was therefore considered advisable to hire the services of M/s NESPAK immediately for design cum supervision of captioned project through Negotiated Tendering under Public Procurement Rule 42 (d) (iii) and Procurement of Consultancy Regulations 2010 Para-3D (Single Source).

- WHO IS THE APPROVING AUTHORITY

Principal Accounting Officer/ Secretary Government of Pakistan, Ministry of Communication

▶ WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING

YES

▶ NUMBER OF BIDS RECEIVED

One (01)

▶ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER

Not Applicable

▶ WHETHER INTEGRITY PACT WAS SIGNED

Yes

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA - II**

**To Be Filled And Uploaded on PPRA Website in Respect of All Public Contracts of Works, Services & Goods Worth Fifty Million or more**

▶ NO. OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS	Not Applicable				
▶ NAME & ADDRESS OF SUCCESSFUL BIDDER	<p><b>M/s National Engineering Services Pakistan (Pvt.) Ltd.</b></p> <hr/> <p><b>Address:</b> Highways &amp; Transportation Engineering Section, NESPAK House, 2<sup>nd</sup> Floor, Attaturk Avenue, Sector G-5/2, Islamabad</p>				
▶ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> EVALUATED BID)	Not Applicable				
▶ NEED ANALYSIS (Why the procurement was necessary?)	<p>National Highway Authority (NHA) was entrusted an urgent project for construction of Infrastructure for Metro Bus Service from Rawalpindi / Islamabad to New Islamabad International Airport (NIIA) link road by the Honorable Prime Minister of Pakistan on 10<sup>th</sup> January 2017. The Prime Minister of Pakistan also directed to complete the construction of the proposed NIIA Metro Bus Route before the inauguration of NIIA which is scheduled to be held on 14<sup>th</sup> August 2017. Accordingly, there is an extreme urgency to get the project designed very quickly; whereas hiring of design consultant through open competitive bidding takes at least four (04) months. Therefore, M/s NESPAK (Pvt.) Ltd. was hired as Single Source on negotiated tendering.</p>				
▶ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE REASONS (Briefly describe)	Not Applicable				
▶ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Not Applicable				
▶ DATE OF CONTRACT SIGNING (Attach a copy of agreement)	<p>20<sup>th</sup> June, 2017 (Copy attached)</p>				
▶ CONTRACT AWARD PRICE	Pak. Rs.558,858,077				
▶ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach a copy of bid evaluation report)	Not Applicable				
▶ ANY COMPLAINTS RECEIVED (If Yes, result thereof)	<table border="1"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

**CONTRACT AWARD PROFORMA - II**

▶ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)

Not Applicable

▶ DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)

Not Applicable

▶ SPECIAL CONDITIONS, IF ANY (Give Brief Description)

None

# Contract Agreement

7-17-22



## NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section  
28 Mauve Area, G-9/I, Islamabad ☎ 051-9032727, 📠 051-9260419

Ref: 6(431)/GM (P&CA)/NHA/17/1006

22<sup>nd</sup> June, 2017

**M/s National Engineering Services  
Pakistan (Pvt.) Ltd. - NESPAK**

**Address:** Highway and  
Transportation Engineering Section,  
2nd Floor, Attaturk Avenue, Sector  
G-5/2, Islamabad - **Pakistan**  
**Tel:** +92-51-9221910-13 Ext: 211-13,  
**Fax:** +92-51-2274016  
**Email:** [nespak.htes@gmail.com](mailto:nespak.htes@gmail.com)

**Subject: Consultancy Agreement for:  
Design and Construction Supervision of Infrastructure for Metro  
Bus Service from Peshawar Mor to New Islamabad International  
Airport (NIIA)**

The Consultancy Agreement for the subject services duly signed on 20<sup>th</sup> June, 2017, by the Member (Engineering Coordination) as authorized on behalf of the Client, between National Highway Authority and the Consultants, M/s National Engineering Services Pakistan (Pvt.) Ltd., is enclosed for your further necessary action, please.

  
**(MUHAMMAD AZAM)**  
Director (P&CA)

**Encl:** As mentioned above

**Distribution:**

- General Manager (Design) NHA, Islamabad;
- General Manager (NIIA/IMP) NHA, Islamabad;
- General Manager (B&A) NHA, Islamabad;
- National Accountability Bureau (NAB), Islamabad;
- P&CA Record (Copy & Original Consultancy Agreement).

**Copy for kind information:**

- Member (Planning), NHA Islamabad;
- GM (Planning), NHA, Islamabad;
- GM (Finance), NHA, Islamabad;
- Director (Planning), NHA, Islamabad;
- SO (Tech) to Chairman NHA.
- Member (Engg. Coord.), NHA Islamabad;
- GM (Engg Coord.)-II, NHA, Islamabad;
- GM (P&CA), NHA, Islamabad;
- Project Director (IMP/NIIA);

# **National Highway Authority**

**(Procurement and Contract Administration Section)**

**28 Mauve Area, Sector G-9/1, Islamabad (Pakistan)**

**Phone: +92-51-9032727, Fax: +92-51-9260419**



## **CONSULTANCY CONTRACT**

**(Document No. 7-17-22)**

**(Time Based)**

between

**National Highway Authority**

and

**M/s National Engineering Services Pakistan (Pvt.) Ltd.**

for

**Consultancy Services for Design and Construction  
Supervision of Infrastructure for Metro Bus Service from  
Peshawar Mor to New Islamabad International Airport  
(NIIA)**

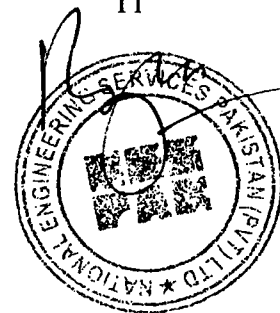
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**June, 2017**



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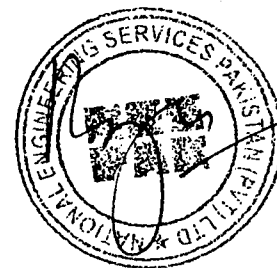
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# NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LIMITED

NESPAK HOUSE, 1-C, Block-N, Model Town Extension, Lahore - 54700 Pakistan

HIGHWAYS AND TRANSPORTATION ENGINEERING DIVISION

**NESPAK**  
Established in  
1973

Ref: 099/10A/AM/ 3609

Dated: June 23, 2017

General Manager (P&CA),  
National Highway Authority,  
27 – Mauve area, G-9/1,  
Islamabad.

## AUTHORITY LETTER

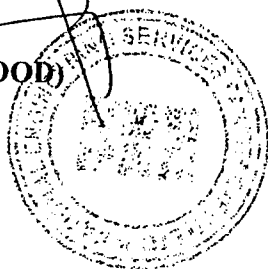
Dear Sir,

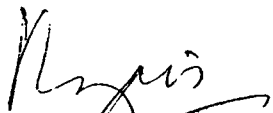
Mr. Rizwan Baig, [REDACTED] General Manager of NESPAK's Highway and Transportation Engineering Division (H&TED) is hereby authorized to sign Contract Agreement of **(Construction of Infrastructure & allied works for Metro Bus Services (Peshawar Morr to New Islamabad Airport))** on behalf of National Engineering Services of Pakistan (Pvt.) Limited.

Thanking you,

Yours truly,  
For National Engineering Services of Pakistan (Private) Limited.

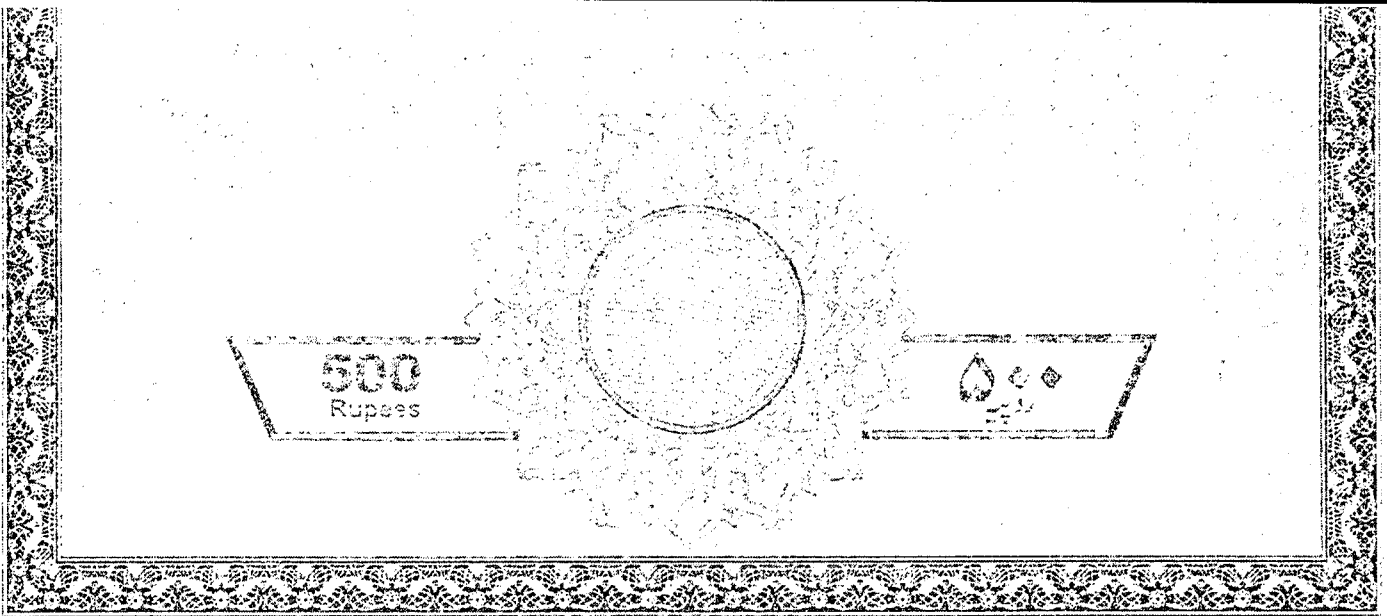
  
(AZHAR MASOOD)  
Vice President



  
Authorized Representative  
(Rizwan Baig)  
General Manager

Telephone: +92-42-99090000 Fax : +92-42-99231916, 99231950, 35160359  
E-mail : <highways@nespak.com.pk>  
P.O. Box : 1351 Lahore  
Website : <http://www.nespak.com.pk>

**TUV**  
AUSTRIA



**Consultancy Contract Agreement**  
**for**  
**Consultancy Services for Design and Construction Supervision of**  
**Infrastructure for Metro Bus Service from Peshawar Mor to New Islamabad**  
**International Airport (NIIA)**

This CONTRACT (hereinafter called the "Contract") is made on the <sup>15</sup>20<sup>th</sup> day of June 2017, between, on the one hand, **National Highway Authority**, Government of Pakistan, 28-Mauve Area, G-9/1, P. O. Box 1205, Islamabad, Pakistan (hereinafter called "the Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **M/s National Engineering Services Pakistan (Pvt.) Ltd.**, NESPAK House: 2nd Floor, Attaturk Avenue, Sector G-5/2, Islamabad, **Pakistan** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

HEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

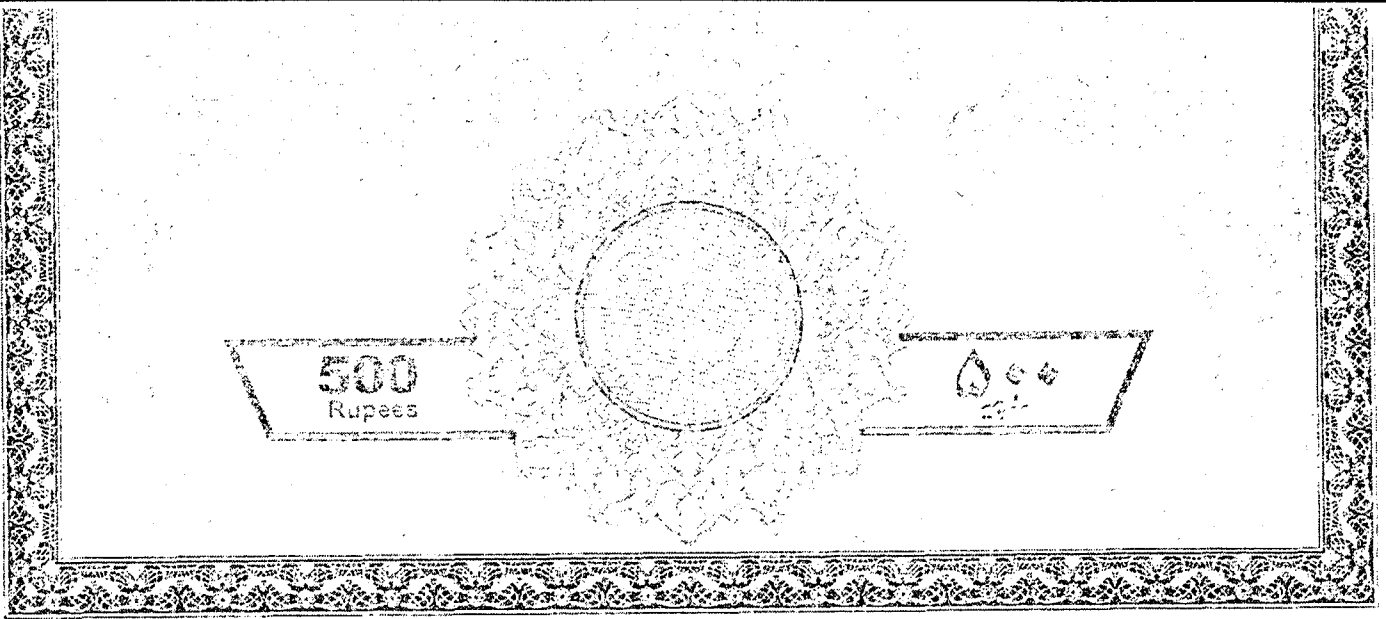
*Atamash Khan*  
Member (Opp. Board)  
National Highway Authority  
Islamabad.



ALL INFORMATION CONTAINED

HEREIN IS UNCLASSIFIED  
DATE 08/14/2001 BY 60322 UCBAW/STP

100-442891-1000  
100-442891-1000  
100-442891-1000



NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract;
- (b) the Letter of Acceptance and the Financial Proposal;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

Appendix A: Description of the Services/Terms of Reference

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency (**Not used**)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided By the Client and Counterpart Personnel to be Made Available to the Consultants by the Client

Appendix G: Integrity Pact

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

Expenditure of 1/2 of the total for motor cars.  
Service from purchase car to new island.  
International Airport (NIA)

INTERNATIONAL AIRPORT  
NIA  
1954

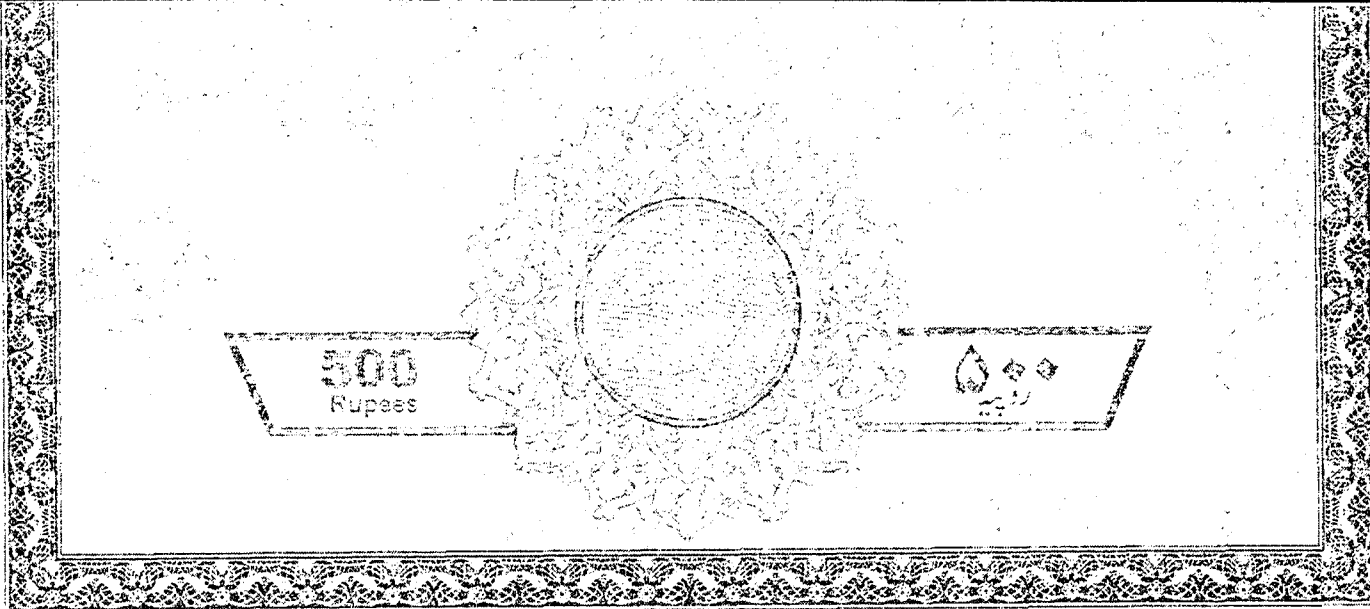
Between

Niagara & NIA

1954

1954





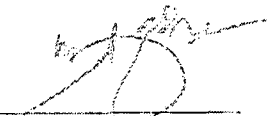
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

**NATIONAL HIGHWAY AUTHORITY**

Witness

Signature 

Signature 

Name Muhammad Azam

Name Aliwarash Khan  
Member (H&T, Coord)  
National Highway Authority  
Islamabad

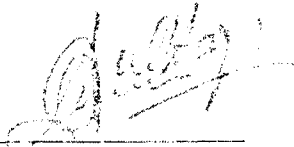
Title Director (PRCA)

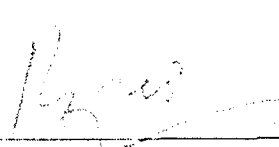
Title \_\_\_\_\_  
(Seal)

For and on behalf of

**CONSULTANTS**

Witness

Signature 

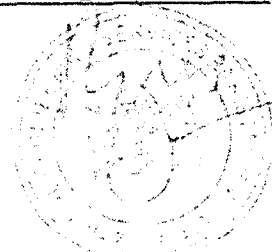
Signature 

Name QAZI ALISAN

Name Rizwan Balg

Title Coordinator

Title General Manager (H&TED)  
(Seal)



Supervision of Infrastructure for METRO BUS

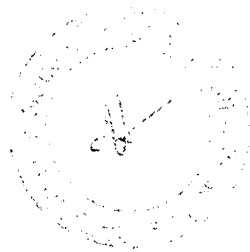
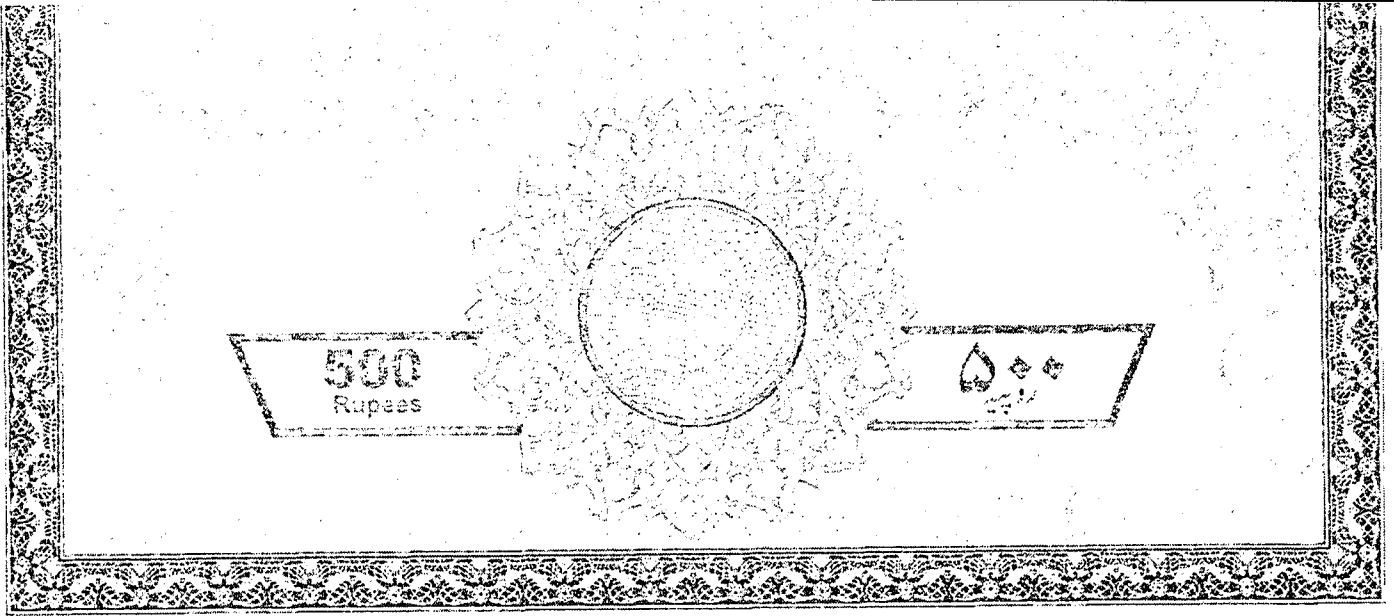
Service from Peshawar air to New Islamabad.

International Airport (NIA)

Between

Nispan & NIA

ALL RIGHTS RESERVED  
Sindh Province  
L.I. CORPORATION  
Established



Supervision of Infrastructure for Metro Bus  
Service from Peshawar Mob to New Islamabad  
International Airport (NIA)

Between  
WSPAK & NIA

ALS ABRAHIM ZAL  
Stamp Validator  
Lic. No. 202/297/2016  
Islamabad