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

Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Km)

August, 2017

ATTACHMENT - I
(See regulation 2)

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.	**National Highway Authority**
► FEDERAL/PROVINCIAL GOVT.	Federal Govt (Atonomous Body)
► TITLE OF CONTRACT	Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora - Fatehpur Section of National Highway N-95 (82 Km)
► TENDER NUMBER	6(408)
► BRIEF DESCRIPTION OF THE CONTRACT	NHA launched an ambitious program for the communication sector in Khyber Pakhtunkhwa. One of the important steps under this program was the federalization of the main communication artery running through the Swat valley from Chakdara to Kalam and its designation as the National Highway N-95. Preliminary design of the project for reconstruction is completed by the M/s Asif Ali and Associates. NHA intends to appoint Consultants for detailed review of preliminary designs and to perform construction supervision for Rehabilitation & Widening of Chakdara - Mingora – Fatehpur Section (82 Km) of National Highway N-95.
► TENDER VALUE	Pak. Rs. 74,842,096/-
► ENGINEER's ESTIMATE (for civil works only)	Not Applicable as the project comprises of Engineering Services
► ESTIMATED COMPLETION PERIOD	1186 days/ (39 months)
► WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	Yes: x / No: √
► ADVERTISEMENT	
(i) PPRA Website (Federal Agencies)	Yes: √ / No: x
(ii) News Papers	Yes: √ / No: x
(If yes, give names of newspapers and date)	2 DAILIES "ROZNAMA JANG" AND "EXPRESS TRIBUNE" DATED 29TH SEPTEMBER, 2016
► TENDER OPENED ON (Date and Time)	TECHNICAL BIDS OPENED ON 21ST OCTOBER, 2016 AT 1200 HRS | FINANCIAL BIDS OPENED ON 26TH APRIL, 2017 AT 1100 HRS
► NATURE OF PURCHASE	Procurement of Services
► EXTENSION IN DUE DATE (if any)	Yes: x / No: √
► NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	THE REQUEST FOR PROPOSAL WAS AVAILABLE ON NHA AND PPRA WEBSITES FOR DOWNLOADING BY PROSPECTIVE BIDDERS
► WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (If yes enclose a copy)	Yes: √ / No: x (COPY OF QUALIFICATION CRITERIA ATTACHED)
► WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy)	Yes: √ / No: x (COPY OF EVALUATION CRITERIA IS ATTACHED)
► WHICH METHOD OF PROCUREMENT WAS USED:-	(Tick one)
a) SINGLE STAGE - ONE ENVELOPE PROCEDURE	x

ATTACHMENT - I
(See regulation 2)

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

b) SINGLE STAGE - TWO ENVELOPE PROCEDURE	√			
c) TWO STAGE BIDDING PROCEDURE	x			
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	x			
- Please specify if any other method of procurement was adopted with brief reasons (i.e. Emergency, Direct Contracting, Negotiated Tendering etc.	N/A			
- WHO IS THE APPROVING AUTHORITY	NHA EXECUTIVE BOARD			
► WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING	N/A			
► NUMBER OF BIDS RECEIVED	EIGHT (08)			
► WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	Yes	√	No	x
► WHETHER INTEGRITY PACT WAS SIGNED	Yes	√	No	x

ATTACHMENT - II
(See regulation 2)

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	Six (06)
► NAME & ADDRESS OF SUCCESSFUL BIDDER	**M/s NESPAK (Pvt.) Ltd. (Lead Firm) in JV with M/s MM Pakistan (Pvt.) Ltd.** **Address:** Highways and Transportation Engineering Section, NESPAK House, 2nd Floor, Ataturk Avenue, Sector G-5/2, Islamabad, Pakistan
► RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1st, 2nd, 3rd EVALUATED BID)	Highest Ranked Bidder
► NEED ANALYSIS (Why the procurement was necessary?)	The road is generally in a dilapidated state with pot-holes/ broken pavement structure making vehicular travel very difficult. Apart from a few kilometers in the start (where the road is 7m wide), the road width is generally between 5m & 6m with untreated shoulders. The geometrics and drainage needs improvement throughout the section.
► IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE REASONS (Briefly describe)	No extension in proposals submission deadline was given
► WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS	Yes √ No x
► DATE OF CONTRACT SIGNING (Attach a copy of agreement)	23rd August 2017 (Copy attached)
► CONTRACT AWARD PRICE	Rs.74,842,096/-
► WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach a copy of bid evaluation report)	Yes x No √ (Copy attached)
► ANY COMPLAINTS RECEIVED (If Yes, result thereof)	Yes x No √
► ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)	Yes x No √
► DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)	Yes x No √
► SPECIAL CONDITIONS, IF ANY (Give Brief Description)	Nil

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

COMBINED EVALUATION REPORT

FOR

CONSULTANCY SERVICES FOR DETAILED DESIGN REVIEW AND CONSTRUCTION SUPERVISION OF IMPROVEMENT AND WIDENING OF CHAKDARA - MINGORA – FATEHPUR SECTION OF NATIONAL HIGHWAY N-95 (82 KM)

MAY, 2017

EVALUATION REPORT

1. BACKGROUND

NHA launched an ambitious program for the communication sector in Khyber Pakhtunkhwa. One of the important steps under this program was the federalization of the main communication artery running through the Swat valley from Chakdara to Kalam and its designation as the National Highway N-95. Responsibility for its maintenance and further development was taken over from the Frontier Highway Authority and handed over to the National Highway Authority in February 2007.

Since this federalization, a number of sections which needed urgent attention were taken up by the NHA for emergency maintenance. Now the NHA has undertaken a major project for Improvement and Widening of the entire N-95 to upgrade it to the standards of a National Highway.

The Highway N-95 originates near Chakdara on National Highway N-45 and terminates at Kalam while passing through Mingora, Manglor, Khawazakhela, Madyan and Bahrain.

Preliminary design of the project for reconstruction is completed by the M/s Asif Ali and Associates and in-house design by NHA for Improvement and Widening of the Chakdara - Mingora – Fatehpur Section (82 Kms) of National Highway N-95.

National Highway Authority intends to appoint Consultants for detailed review of preliminary and in-house designs to provide updated Design and perform construction supervision for Rehabilitation & Widening of Chakdara - Mingora – Fatehpur Section (82 Km) of National Highway N-95. Based on the updated Design, preparation of construction drawings and BOQs is also included in the tasks of the Consultant before construction supervision.

This report covers the procurement process carried out for selection of a competent/capable consultant to undertake the assignment outlined above.

9/02/2017

2. NEED ASSESSMENT

The road is generally in a dilapidated state with pot-holes / broken pavement structure making vehicular travel very difficult. Apart from a few kilometers in the start (where the road is 7m wide), the road width is generally between 5m & 6m with untreated shoulders. The geometrics and drainage needs improvement throughout the section.

3. PROJECT DEFINITION

The proposed design for the National Highway N-95 Chakdara - Mingora – Fatehpur (82 Km) consists of 2 undivided lanes standard width of 7.3m with treated outer shoulders on both sides. The project is financed by the Saudi Fund for Development (SFD).

4. PROJECT OBJECTIVES

The project envisages widening and improvement of the road to get a better Level of Service and to improve the structural capacity of the road. Length of the road is about 82 kilometers and existing width varies from 5.5m to 6.1m in different sections of the road.

The project provides major tangible and intangible benefits which include:

- Savings in vehicle operating costs and travel time.
- Significant relief to the two-way heavy traffic; presently being operated on a single road of insufficient width.
- Provision of ready access for the agricultural products grown in the area to the manufacturing units, industries and main markets in other parts of the country.

5. PC-1 STATUS

The revised PC-1 was approved by Provincial Steering Committee of Khyber Pakhtunkhwa in its meeting held on 5th November, 2015, at an amount of Pak. Rs.3,453.71 Million. General Manager (Planning) vide his letter No.2(93)/NHA/Plg.Section/15/399 dated 8th December, 2015, forwarded the signed copy of PC-1 to Director (Roads) and requested to forward same to the Economic Affairs Division for further processing. The relevant record is enclosed **(Ref: Annexure-A)**.

9/02/17 8/02/17

6. **TIME PERIOD**

The project is scheduled for completion in **thirty nine (39)** months.

7. **ADVERTISEMENT**

RFP Notice was advertised in two daily newspapers namely: The Express Tribune (English Newspaper) and Roznama Jang (Urdu Newspaper) on 29th September, 2016, and also uploaded on NHA and PPRA websites **(Ref: Annexure-B)**.

8. **PRE-PROPOSAL MEETING**

The Pre-Proposal meeting was held on 5th October, 2016 at 1100 hrs in NHA Auditorium, HQs Islamabad. The proceeding of Pre-Proposal meeting i.e. Minutes of Pre-Proposal Meeting, Addendum No.1 and attendance of participants are enclosed **(Ref: Annexure-C)**.

9. **SUBMISSION / OPENING OF PROPOSALS**

9.1 Following eight (08) consultancy firms/JVs submitted their technical and financial proposals on 21st October, 2016:

1. M/s EA Consulting (Pvt.) Ltd.;
2. M/s Zeeruk International (Pvt.) Ltd.;
3. M/s Engineering General Consultants EGC (Pvt.) Ltd. in JV with M/s AL-KASIB Group of Engineering Services (AGES);
4. M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Finite Engineering (Pvt.) Ltd. and M/s Waterwise;
5. M/s Asif Ali Associates (Pvt.) Ltd. in JV with M/s Engineering Consultancy Services Punjab (Pvt.) Ltd. and M/s A.A. Associates;
6. M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Republic Engineering Corporation - REC (Pvt.) Ltd. and M/s LOYA Associates;
7. M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd.;
8. M/s Associated Consulting Engineers – ACE (Pvt.) Ltd.;

9.2 The Opening and Evaluation Committee constituted in respect of NHA Code-2005 and further revised vide Circular No 6( )/GM(P&CA)/ NHA/15/116, dated 23rd January, 2015 was invited vide office letter

09/02/2017

No.6(408)/GM(P&CA)/NHA/16/1569 dated 19th October, 2016 for opening of proposals. The Technical proposals were opened on the same day i.e. 21st October, 2016 in the presence of representatives of consultants. The proceedings of the proposals opening are enclosed **(Ref: Annexure-D)**.

10. EVALUATION

10.1 EVALUATION CRITERIA

The evaluation of technical proposals is based on the following criteria:

S.No.	Description/ Items	Points
i.	Experience of the Firm	**150**
	a) General Experience (25)	
	b) Specific Experience of the Firm (125)	
ii.	Approach & Methodology	**110**
iii.	Qualification and Competence (in Areas of Expertise) of the Key Personnel	**600**
iv.	Present commitments of the Firm	**040**
v.	Past performance of the Firm	**100**
	Total Points:	**1000**

Minimum qualifying technical score: 70%

The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:

S.No.	Description/ Items	Percentage
	Detailed Design Review Phase	
i.	Academic and General Qualification	30%
ii.	Project Related Experience	60%
iii.	Status with the firm	10%
	Total:	100%
	Construction Supervision Phase	
i.	Academic and General Qualification	30%
ii.	Project Related Experience	65%
iii.	Status with the firm	5%
	Total:	100%

09/02/17

10.2 DETAILED EVALUATION

The score earmarked after completing the technical evaluation of each of the received proposal by the NHA's Opening and Evaluation Committee are tabulated below:

Sr. No.	Name of Consultant	Score	Rank
1.	M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd.	768	1st
2.	M/s Asif Ali Associates (Pvt.) Ltd. in JV with M/s Engineering Consultancy Services Punjab (Pvt.) Ltd. and M/s A.A. Associates	758	2nd
3.	M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Finite Engineering (Pvt.) Ltd. and M/s Waterwise	749	3rd
4.	M/s EA Consulting (Pvt.) Ltd.	743	4th
5.	M/s Associated Consulting Engineers – ACE (Pvt.) Ltd.	743	4th
6.	M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Republic Engineering Corporation - REC (Pvt.) Ltd. and M/s LOYA Associates	701	5th
7.	M/s Zeeruk International (Pvt.) Ltd.	684	6th
8.	M/s Engineering General Consultants EGC (Pvt.) Ltd. in JV with M/s AL-KASIB Group of Engineering Services (AGES)	647	7th

10.3 The Summary Evaluation Sheets (SES) and Personnel Evaluation Sheets (PES) as per evaluation done by the Opening and Evaluation Committee of NHA, on the basis of which the entries are made in table under Para 10.2 are enclosed **(Ref: Annexure-E)**.

11. **RECOMMENDATIONS**

11.1 Only six (06) consultancy firms/JVs from the competing consultants as mentioned in table under Para 10.2 above have obtained more than minimum passing score of 70% in the technical evaluation as per the stipulated criteria in the RFP:

09/02/2017

i. M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd.;
ii. M/s Asif Ali Associates (Pvt.) Ltd. in JV with M/s Engineering Consultancy Services Punjab (Pvt.) Ltd. and M/s A.A. Associates;
iii. M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Finite Engineering (Pvt.) Ltd. and M/s Waterwise;
iv. M/s EA Consulting (Pvt.) Ltd.;
v. M/s Associated Consulting Engineers – ACE (Pvt.) Ltd.;
vi. M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Republic Engineering Corporation - REC (Pvt.) Ltd. and M/s LOYA Associates.

11.2 Foregoing in view, the Opening and Evaluation Committee recommends that the technical score assigned to the firms/JVs as tabulated under Para 10.2, may be approved prior to its forwarding to Saudi Fund for Development (SFD) for concurrence, please.

12. **SUBMISSION**

The Opening and Evaluation Committee submits Para 11/N for approval of Member (Engineering Coordination), please.

9/02/17 Deputy Director (P&CA)-II

09/02/2017 Director (P&CA)-III

10/2/2017 Director (Planning)

General Manager (Engg. Coord.-I) Aided Projects

General Manager (Design)

9/2/17 General Manager (P&CA)

General Manager (Finance)

9/2/17 General Manager (Planning)
Convener

MEMBER (ENGINEERING COORDINATION)

13. Approved

GM (P&CA) 10/2/17

Financial/
Combined Evaluation Report

14. **CONCURRENCE OF SFD**

Subsequent to the approval of technical proposals' evaluation by Member (Engg. Coord.), the Technical Evaluation Report was forwarded to SFD for concurrence through email dated 23rd February, 2017. The SFD accorded No Objection on the marking of technical proposals through email dated 20th April, 2017. Since the proposals were received on 21st October, 2016 and its validity had expired on 19th April, 2017; therefore, all the participating consultants were requested to extend validity of their proposals for further 180 days. All the participating consultancy firms/ JVs complied with the request of NHA and extended the validity of their proposals for the desired period of time. The correspondence mentioned above is enclosed for record **(Ref: Annexure-F)**.

15. **OPENING OF FINANCIAL PROPOSALS**

Financial Proposals of following six (06) technically qualified firms/JVs were opened on 26th April, 2017 in the presence of NHA's Proposals Opening/ Evaluation Committee members and authorized representatives of the consultants. Attendance Sheets of Committee members and consultants' representatives along with the summary sheet of financial proposals opening are enclosed for record **(Ref: Annexure-G)**. The financial proposals of the consultants announced during the financial opening are as under:-

S. No.	Description	Names of the Lead Firms					
		M/s NESPAK	M/s Asif Ali & Associates	M/s Prime Engineering	M/s EA Consulting	M/s ACE	M/s PEAS Consulting
1.	Salary Cost/ Remuneration	63,015,600	69,245,399	63,774,113	78,066,000	65,790,882	57,980,307
1(a).	Sales Tax on Services @ 16%	10,082,496	11,079,264	10,203,858	12,490,560	10,526,541	9,276,849
2.	Direct Cost (Non-Salary)	1,744,000	2,560,000	11,336,556	14,714,000	5,364,000	1,760,000
3.	Contingencies	-	-	-	-	-	-
	Grand Total	**74,842,096**	**82,884,662**	**85,314,527**	**105,270,560**	**81,681,423**	**69,017,156**

16. **ARITHMETIC ERRORS & INCONSISTENCIES**

16.1 No arithmetic error or addition/ omission were found in the above listed financial proposals.

16.2 The comparative statement for all six financial proposals is enclosed **(Ref: Annexure-H)**.

2/5/2017 02/5/17 4/5 2/5/17

17. FINANCIAL SCORE CALCULATION

The lowest financial proposal (F_m) among the six (06) is given a financial score (S_f) of 1000 points. The financial score of the remaining proposals is computed as follows:

$$S_f = (1000 \times F_m)/F$$

Where, F_m = Lowest Financial Proposal

F = amount of specific financial proposal

18. COMBINED EVALUATION

18.1 Using above formula the financial scores are calculated which are given in tabular form as under:

Description	Names of the Lead Firms					
	M/s PEAS Consulting	M/s NESPAK	M/s ACE	M/s Asif Ali & Associates	M/s Prime Engineering	M/s EA Consulting
Quoted Amount	69,017,156	74,842,096	81,681,423	82,884,662	85,314,527	105,270,560
Evaluated Amount	**69,017,156**	**74,842,096**	**81,681,574**	**82,884,611**	**85,314,723**	**105,270,560**
Financial Score	**1000**	**922**	**845**	**833**	**809**	**656**

18.2 The result of the combined evaluation is therefore shown as under:

Names of Lead Firms	Technical Evaluation			Financial Evaluation			Combined Evaluation	
	Scores S(t)	Technical Wt. Factor (T)	Technical Points S(t) x T	Scores S(f)	Financial Wt.Factor (F)	Financial Points S(f) x F	Scores S(t) × T+ S(f) × F	Rank
M/s NESPAK	768	0.80	614	922	0.20	184	**798**	**1st**
M/s Asif Ali & Associates	758	0.80	606	833	0.20	167	**773**	**2nd**
M/s ACE	743	0.80	594	845	0.20	169	**763**	**3rd**
M/s Prime Engineering	749	0.80	599	809	0.20	162	**761**	**4th**
M/s PEAS Consulting	701	0.80	561	1000	0.20	200	**761**	**4th**
M/s EA Consulting	743	0.80	594	656	0.20	131	**725**	**5th**

2/5/2017

2/5/17

19. **RESULT OF COMBINED EVALUATION**

As a result of Combined Evaluation, M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd. is the highest ranked Consultants with evaluated consultancy cost: Pak. Rs.74,842,096/-.

20. **RECOMMENDATION BY THE EVALUATION COMMITTEE**

Pursuant to Instructions to Consultants (ITC) Sub-Clause 6.1 under the head "Negotiation" of Request for Proposal the Opening & Evaluation Committee recommends that M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd. the highest ranked Consultants may be invited to negotiate the Contract for Consultancy Services for "Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Km)"

21. **SUBMISSION**

The Evaluation Committee submits Para 20/N for kind perusal and approval of Member (Engg. Coord.), please.

2/5/2017 **Deputy Director** (P&CA)-II

02/5/2017 **Director** (P&CA)-III

4/5/2017 **Director** (Planning)

General Manager (Engg. Coord.-I) Aided Projects

General Manager ~~(Design)~~ (P&CA)

General Manager ~~(P&CA)~~ (Design)

General Manager (Finance)

General Manager (Planning) **Convener** 2/5/17

MEMBER (ENGG. COORD.)

22.

08/05/17

Contract Negotiation

23. **NEGOTIATION MEETING**

Subsequent to the approval of Member (Engg. Coord.) for Combined Evaluation Report upon recommendation of NHA's Evaluation Committee, the highest ranked Consultants; M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd. were invited vide NHA Letter No.6(408)/GM(P&CA)/NHA/17/766 dated 15th May, 2017 for contract negotiation. The contract negotiation meeting was held on 18th May, 2017.

24. **PROCEEDINGS OF CONTRACT NEGOTIATION**

NHA's Proposals Opening and Evaluation Committee comprising following NHA officers negotiated contract with the highest ranked Consultants:

a) GM (Planning)
b) GM (P&CA)
c) GM (Engg Coord.)-I Aided Projects
d) GM (Design)
e) GM (Finance)
f) Director (Planning)
g) Director (P&CA) – III
h) Deputy Director (P&CA) – II

The contract negotiations with the highest ranked Consultants was successful and the draft contract was also finalized/ agreed at an amount of Pak. Rs.74,842,096/- (inclusive of all type of indirect local taxes). The proceedings of contract negotiation meeting have been covered in the Minutes of Negotiation which are attached along with attendance record of the participants (Negotiation Committee members and authorized representatives of the Consultants) for reference and record **(Ref: Annexure-I)**. These minutes of contract negotiation will be integral part of the consultancy contract agreement subject to approval by the Chairman NHA.

25. **RECOMMENDATIONS**

Foregoing in view, the Opening & Evaluation Committee recommends award of Consultancy Services for **"Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara – Mingora – Fatehpur Section of National Highway N-95 (82 Km)"** to M/s NESPAK (Pvt.) Ltd. (Lead Firm) in JV with M/s MM Pakistan (Pvt.) Ltd. the highest ranked Consultants in the Combined (Technical + Financial) evaluation, at the evaluated/agreed financial proposal of **Pak. Rupees 74,842,096** (Pak. Rupees Seventy Four Million, Eight Hundred Forty Two Thousand and Ninety Six Only).

26. **APPROVAL OF AWARD BY NHA EXECUTIVE BOARD**

26.1 According to NHA Code-2005, Vol-I (Chapter – 4, Table IV-2) Page 83, NHA Executive Board has full Powers to approve the award of Consultancy Services (Local Consultants).

26.2 The NHA Executive Board in its 279th meeting held on 22nd May, 2017 discussed/ approved the Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara – Mingora – Fatehpur Section of National Highway N-95 (82 Km) to M/s NESPAK (Pvt.) Ltd. (Lead Firm) in JV with M/s MM Pakistan (Pvt.) Ltd. at the financial proposal of Pak. Rupees 74,842,096/- subject to concurrence by SFD,.

27. **CONCURRENCE FROM SFD**

27.1 The Project shall be financed from the loan provided by Saudi Fund for Development. Therefore concurrence of SFD for award of Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara – Mingora – Fatehpur Section of National Highway N-95 (82 Km) to M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd. at the financial proposal of Pak. Rupees 74,842,096/- is mandatory.

27.2 In view of foregoing concurrence of **Chairman NHA** is therefore solicited to forward the Combined Evaluation Report to SFD.

28. **SUBMISSION**

The NHA's Opening and Evaluation Committee submits **Para 27/N** for kind perusal of Member (Engg. Coord.) and approval of **Chairman NHA,** please.

7/6/2017
Deputy Director
(P&CA-II)

07/6/2017
Director (P&CA-III)

Director (Planning)

General Manager
(Design)

General Manager
(P&CA)

General Manager
(Engg. Coord.-I) AP

General Manager
(Planning)
Convener
8/6/2017

General Manager
(Finance)

MEMBER (ENGG. COORD.)

29.

CHAIRMAN NHA

30.

National Highway Authority

NHA

FRIENDLY HIGHWAYS

REQUEST FOR PROPOSAL

FOR

Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Km)

(Page 1 to 125)

SEPTEMBER, 2016

ATTACHMENTS

1. Instructions to Consultants (Annex A)
2. Data Sheet (Annex B)
3. Technical Proposal Forms
4. Financial Proposal Forms
5. Appendix A (Terms of Reference)
6. Appendix B (Person-Months and Activity Schedule)
7. Appendix C (Client's Requirements from the Consultants)
8. Appendix D (Personnel, Equipment, Facilities and other services to be provided by the Client).
9. Appendix E (Copy of Model Agreement)

National Highway Authority
Govt. of Pakistan

Annex A

INSTRUCITONS TO CONSULTANTS

1. **GENERAL**

1.1 Desiring consultants are invited to submit a technical and a financial proposal for consulting services required for the assignment named in the attached Data Sheet (Annex B). The proposals could form the basis for future negotiations and ultimately a Contract between the selected Consultant and the Client named in the Data Sheet.

1.2 A brief description of the assignment and its objectives are given in the Data Sheet which are elaborated in Appendix A (Terms of Reference) to this RFP.

1.3 The assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).

1.4 The Client (NHA) has been entrusted the duty to implement the Project as Executing Agency by GOP and funds for the project have been approved and provided in the budget for utilization towards the cost of the assignment, and the Client intends to apply part of the funds to eligible payments under the Contract for which this LOI is issued.

1.5 To obtain first-hand information on the assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the official named in the Data Sheet. Please ensure that the official is advised of the visit in advance to allow adequate time for him to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.7 It is notified that:

i. The cost of preparing the proposal and of negotiating the Contract, including visit to the Client, are not reimbursable as a direct cost of the Assignment, and

ii. The Client is not bound to accept any or all of the proposals submitted.

1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.

1.9 In order to avoid conflicts of interest:

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

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ii. Any previous or ongoing participation in relation with the project by the consultant (including partners in case of JV), its Key Personnel (professional staff), its affiliates or associates under a contract may result in rejection of the proposal. Any situation in that respect must be clarified with the Client before preparing the proposal.

2. DOCUMENTS

2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Fourteen (14) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited consultants.

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

3. PREPARATION OF PROPOSAL

Desiring consultants will submit a Technical and a Financial Proposal. The proposals shall be written in English language.

3.1 Technical Proposal

3.1.1 The Technical Proposal should be submitted using the format specified and shall include duly signed and stamped forms appended with the RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully.

The proposals should be bound in the hard book binding form to deny the possibility of removal or addition of page(s). All the pages of proposals must be signed and stamped in original by authorized representative of the firm/JV. All the pages must be numbered starting from first page to last. Any proposal found not adhering to these requirements may be **rejected** at the time opening.

3.1.2 In the Technical Proposal, the general approach and methodology shall be proposed for carrying out the services covered in the Term of Reference, including such detailed information as deemed relevant together with consultant's appreciation of the Project from provided details and

a. A detailed overall work programme to be provided with timing of the assignment of each Key Personnel or other staff member assigned to the Project.

b. An estimate of the total number of person-months and Project duration required.

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c. Clear description of the responsibilities of each Key Personnel within the overall work programme.

d. The Curriculum Vitaes of all Key Personnel and an Affidavit on stamp paper duly attested by Oath Commissioner to the effect that the proposed personnel shall be available for the assignment in the project duration and their present place of duty may also be mentioned. Failure to provide the Affidavit may result in to no further evaluation of the proposal. The consultants are advised to suggest such names that shall be available for the Assignment.

e. The Technical Proposal shall include duly filled in forms provided in this RFP: the name, background and professional experience of each Key Personnel to be assigned to the Project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.

f. Current commitments and past performance are the basic criteria in evaluation of Technical Proposal. Consultants are required to provide the details of present commitments/ongoing jobs as referred in the Form TECH-9 of Technical Proposal. Further, the basis for considering the past performance is the report from Design Section and Construction Wing of NHA.

3.1.3 While preparing the Technical Proposal, consultants are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at consultant's risk and may result adversely in the scoring of the proposal. The proposal should be prepared as per RFP and any suggestion or review of staff etc. should be clearly spelt out in Form TECH-4. This will be discussed at the time of negotiation meeting as and when called.

Penalty against non-compliance with the maximum page requirement based in the **'CHECKLIST OF REQUIRED FORMS'** provided in the Section of Technical Proposal Forms will be two (02) score points per excess page to be deducted from the total technical score. The consultants are instructed to submit the CVs of Key Personnel by truly following the format attached at Form TECH-5. The CV's submitted on format in deviation to that specified are susceptible of scoring low.

3.1.4 During preparation of the Technical Proposal, consultants must give particular attention to the following:

i. Consultant may utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available with any Pakistani firm. In case of JV, the proposal should state clearly partners will be "Jointly and Severally" responsible for performance under the Contract and One (Representative) partner will be solely responsible for all dealings with the Client on behalf of the JV. Its Power of Attorney on this account is to be enclosed. The Representative partner shall retain the responsibility for the performance of obligations and satisfactory completion of the consultancy services. PEC registers a foreign consulting firm for issuing license to provide consultancy services in Pakistan, which is based on formation of JV with the condition that the foreign consulting firm shall provide only that share of consultancy services by the JV for which expertise is not available with Pakistani consulting firms. A copy of JV agreement to be provided

at the time of finalizing the contract documents with specific responsibilities and assignments to be looked after by each partner.

ii. Subcontracting part of the assignment to the other consultants is discouraged and only individual Specialist Sub-Consultants (having unique expertise which is not available with others) may be included.

iii. The Key Personnel proposed shall preferably be permanent employees of the firm unless otherwise indicated in the Data Sheet.

iv. The estimated number of Key Personnel person-months required for the Assignment is stated in the Data Sheet. The proposal should be based on a number of Key Personnel person-months substantially in accordance with the above number. However consultants may propose changes in the light of their experience through particular comments on the TOR.

v. Proposed personnel should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed Key Personnel shall be as listed in the Data Sheet.

vi. No alternative to Key Personnel may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vii. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring is to be provided.

3.1.5 The Technical Proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the Technical Proposal. A Technical Proposal containing any financial information will be treated as non responsive resulting in to rejection of the proposal.

3.2 Financial Proposal

3.2.1 The Financial Proposal should be submitted using the format specified and enclosed with this RFP. This is a mandatory requirement for evaluation of proposals and needs to be filled up carefully. The total cost is to be mentioned in the Form FIN-7 and accordingly in Form FIN-1 too.

3.2.2 The Financial Proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office, equipment, furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. The Financial Proposal should be prepared using the formats attached as Forms FIN- 1 to FIN- 7.

3.2.3 The Financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.

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3.2.4 Costs may be expressed in currency (s) listed in the Data Sheet.

4. SUBMISSION OF PROPOSALS

4.1 Consultants shall submit one original Technical Proposal and one original Financial Proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All Technical Proposals shall be placed in an envelope clearly marked "Technical Proposal" and the Financial Proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the Technical and Financial Proposals shall be prepared in indelible ink and shall be signed by the authorized representative of the consultant. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the Technical and Financial Proposals shall be signed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed Technical and Financial Proposals shall be delivered on or before the time and date stated in the Data Sheet. The location for the submission of proposals is indicated in the Data Sheet.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, consultants shall keep available the Key Personnel proposed for the Assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

5.1 Evaluation Procedure and Criteria

5.1.1 A quality cum cost based procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

5.1.2 The evaluation committee will correct any computational errors in Financial Proposals. When correcting computational errors, in case of discrepancy (i) between a partial (sub-total) amount and the total amount, or (ii) between the amount derived by multiplying unit price with quantity and the total price or (iii) between words and figures, the formers will prevail. However, items described in the Technical Proposals but not priced, in the Financial Proposals shall be assumed to be included in the prices of other activities or items and no corrections are made to the Financial Proposal. In case an activity or item is quantified in the Financial Proposal differently from the Technical Proposal, the evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal for further

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correction by applying the unit price included in the Financial Proposal to the consistent/ corrected quantity. However, the proposals that quote higher than the required input of person-months as per this RFP will not be adjusted. Whereas the proposals quoting lesser than the required input of person-months as per this RFP shall be adjusted as follows. If unit price for the subject person-month is available, the same shall be applied; and if the unit price for the subject person-months is not available, highest unit price for an activity or item of the same category [international or national (Key Personnel or other Personnel)] as provided in the Financial Proposals shall be applied. The Reimbursable direct cost shall not be adjusted and the same shall be capped for the Assignment.

5.2 Technical Proposal

5.2.1 The evaluation committee appointed by the Client shall carry out its evaluation for the project(s) as listed in Para 1.1, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

5.3 Financial Proposal

5.3.1 The Financial Proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of Technical Proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of Financial Proposals as indicated in the Data Sheet. The total price and major components of each proposal shall be publicly announced to the attending representatives of the firms.

5.3.2 The evaluation committee shall determine whether the Financial Proposals are complete and without computational errors; all errors/discrepancies and deviations from respective Technical Proposals as well as RFP shall be dealt with for subsequent scoring in accordance with procedure and criteria given in Para 5.1.2 herein above. The lowest Financial Proposal (Fm) among all shall be given a financial score (Sf) of 1000 points. The financial scores of the proposals shall be computed as follows:

$$S_f = (1000 \times Fm)/F$$

(F = amount of specific Financial Proposal)

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

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

6. NEGOTIATION

6.1 Prior to the expiration of proposal validity, the Client shall notify the successful consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract. The proposed Chief Resident Engineer/ Resident Engineer shall also be invited to attend the negotiations.

6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of consultant's Technical Proposal including proposed methodology, work plan, staffing and any suggestions which may have been made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the Financial Proposal, using proposed unit prices (no negotiation of the person-month rates).

6.5 Having selected Consultant on the basis of, among other things, an evaluation of proposed Key Personnel, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the personnel will be actually available. The Client shall not consider substitutions of Key Personnel except in cases of un-expected delays in the starting date or incapacity of Key Personnel for reasons of health. Failure to assure the availability of Key Personnel or substitution (equal or better) as exception only may result in rejection of Consultant's proposal.

6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultant shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the consultant that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultant (and so on).

7. AWARD OF CONTRACT

7.1 The Contract shall be awarded after successful negotiations with the selected Consultant and approved by the competent authority. Upon successful completion of negotiations/ initialing of the draft contract, the Client shall promptly inform the other consultants that their proposals have not been selected.

7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

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Annex B

DATA SHEET

LOI Clause #

1.1 The name of the Assignment is:

Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Kms)

The name of the Client is:

National Highway Authority (NHA)

1.2 The description and the objectives of the assignment are:

As per TOR

1.3 Phasing of the Assignment (if any):

- Nil -

1.4 The funds for the project shall be met out of loan financed under "The Saudi Fund For Development"

1.5 Pre-Proposal Conferences:

Yes ___√_____ **No** _____

Pre-proposal conference will be held on:

5th October, 2016 at 1100 Hours
in NHA Auditorium, National Highway Authority, 28 Mauve Area, G-9/1, Islamabad.

Name of the official is:

Imtiaz Ahmed Khokhar
(General Manager P&CA)
E-mail: gmpca.nha@gmail.com

1.6 The Client shall provide the following inputs:

As per TOR and Appendix D

1.7 Following sub-clauses are added:

iii. The supervision of the project shall commence upon undertaking of the construction works by the contractor and shall be notified through issuance of commencement notice to the selected consultant by NHA. Any inordinate delay or cancellation of the construction work for any reason including non-availability of funds shall not entitle the consultants to any financial or legal claims. However when the project shall commence the supervisory consultants shall maintain the right subject to availability of proposed Key Personnel (professional staff) based on which the consultant was selected or if the delay is beyond six months then equally competent Key Personnel with equal or higher qualification and experience shall be pre-requisite for consideration of issuance of commencement notice by NHA. In case the work is delayed or abandoned for any reason

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whatsoever, the consultant shall not have any legal recourse.

iv. The consultant shall be responsible to have the whole construction work completed through the contractor in a professional manner so that all items of construction work are completed from one end to the other including paying attention to site clearance of debris or any other leftover material. The trees/shrubs prone to landscape and earth work slopes grassed in ROW. All signs of construction work dispensed with. To achieve this objective consultant may include the price for such incidental or ancillary service which will lead to the final completion of the assignment in the price quoted by the consultant who shall remain liable for making final measurements of the Works and to issue Final Payment Certificate of the Contractor. No separate costs are payable as extra costs for this service. All such costs shall be included in these rates submitted by the consultant in its financial proposal. The consultant has to basically ensure that contractor has completed entire construction work as per Works Contract with particular reference to site clearance before taking over the project on completion.

v. The consultants may better not to propose names of Key Personnel already proposed in other proposals which are being evaluated by NHA or contract(s) awarded recently. This will affect adversely marking of these Personnel in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their names appear in more than 1 previous proposal in which they are ranked No.1. Further the existing load of work with a firm shall be considered as one of the factors for the consideration in the award of the contract. No CV of any alternate Personnel shall be accepted during evaluation.

vi. Form TECH-4 is meant for comments on provisions contained in RFP and TOR and unless the observations are noted in this particular Form, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process and award of the contract.

vii. Consultants may form a Joint Venture (JV) to qualify for the Assignment in which case the contract will be signed between the Client and all members of the JV on the prescribed Form included in Appendix E (copy of Model Agreement) subject to the ranking and successful negotiations. A JV may include at the most four members.

viii. The term associates, if used in the proposal or otherwise shall not be considered as an alternative of JV member. Any personnel proposed for the Assignment but belonging to the so called associates shall not be marked in evaluation of technical proposal like in case of Sub-consultants (except individual Specialist Sub-consultants having unique expertise which is rarely available OR an expatriate Personnel) who are not supposed to contribute in qualification of their main consultants.

1.8 The invited firms are:

Any firm meeting the following requirements:

(a) Valid Registration Certificate of Pakistan Engineering Council with relevant Project Profile Codes. Foreign consulting firms shall make JV in accordance with Bye-Law 6(2) and Bye-Law 9 of the Pakistan Engineering Council (Conduct and Practice of Consulting Engineers) Bye-Laws 1986. Failure to provide valid Registration Certificate (license) of the firm (each member in case of JV) by the PEC will entitle the Client to reject the proposal.

(b) Affidavit in original bearing the subject with project name on stamp paper duly attested by the Oath Commissioner to the effect that the firm has neither been blacklisted nor any contract rescinded in the past for non-

fulfillment of contractual obligations (By all partner firms in case of JV). Non submission of the affidavit may be treated as disqualification resulting in to no further evaluation of the proposal.

(c) Facilities available with the consultant to perform their functions effectively (proper office premises, software, hardware, record keeping etc.)

(d) Client's satisfaction certificates (Performance Reports) for the last three relevant assignments from the respective Clients. Moreover any adverse report regarding performance of consultant on NHA projects received from NHA's any relevant quarter may become basis for its disqualification from the Assignment above named in clause 1.1.

(e) Person-months of staff and Project Duration as per TOR.

2.1 The Documents are:

(i) Letter of Invitation,

(ii) Instructions to Consultants,

(iii) Data Sheet,

(iv) Technical Proposal Forms,

(v) Financial Proposal Forms,

(vi) Appendix-A Terms of Reference (including Background information),

(vii) Appendix-B: Person-Months and Activity Schedule,

(viii) Appendix-C: Client's Requirements from the Consultants,

(ix) Appendix-D: Personnel, Equipment, Facilities and Other Services to be provided by the Client, and

(x) Appendix-E Copy of Model Agreement (Draft Form of Contract & Appendices etc.)

2.2 The address for seeking clarification is:

General Manager (P&CA)
National Highway Authority
28 Mauve Area, G-9/1, Islamabad.
Phone: +92-51-9032727
Fax: +92-51-93260419
E-mail: gmpca.nha@gmail.com

3.1.4

iii. Proposed Key Personnel for Design Review shall preferably be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

Yes ___√_____ **No** _____

iv. The minimum number of person-months of Key Personnel is:

Total Expatriates: ___ **Person-Months (Not used)**

Total Local Experts: **117 Person-Months**

v. The minimum required qualification and experience of proposed Key Personnel is given in Appendix – A "Terms of Reference"

vii. Training is a major component of this Assignment:

Yes _____ No ____√____

3.2.3 Professional liability, insurances (description or reference to appropriate documentation):

i. The consultants shall be responsible for Professional Indemnity Bond of the required amount at their own cost. This bond shall be in the joint name of Consultant and the Client.

ii. The consultants are required to insure their Employees and Professionals for Hospitalization/ Medical, Travel and Accident Cover for the duration of the Contract.

iii. Other details provided in Para 3.5 of Special Conditions of Contract in Model Agreement (Appendix E).

3.2.4 Consultants shall quote the rates of remuneration for local personnel in Pak. Rupees, whereas only the rates of remuneration for expatriate personnel shall be quoted in US dollar currency. The payment however, to the Consultant for both the local as well as the expatriate personnel will be made in Pak Rupees by converting US$ into Pak. Rupees by applying USD TT/ OD Selling Rate of National Bank of Pakistan on the prevailing date (i.e. the Date of Payment) as per TT/OD Selling Rate from website: http://www.forex.com.pk/ for Inter Bank Rates.

For comparison of the Financial Proposals of consultants the US dollar's component of Financial Proposals will be converted to Pak Rupees as per following exchange rates:

The official source of the Selling (exchange) Rate is: National Bank of Pakistan as per TT/OD Selling Rate from the website: http://www.forex.com.pk/ for Inter Bank Rates.

The date of the exchange rate is: The date of submission of proposals.

4.1 The number of copies of the Proposal required is:

Technical Proposal:

One Original and Three copies with CD (soft form of complete Technical Proposal in PDF Form) in sealed envelope.

Financial Proposal:

One Original with CD (soft form of complete Financial Proposal in PDF as well as MS Word/ Excel Forms) in sealed envelope.

The address for writing on the proposal is:

General Manager (P&CA)
National Highway Authority
28,Mauve Area G-9/1 Islamabad
Telephone: +92-51-9032727
Facsimile: +92-51-9260419
Email: gmpca.nha@gmail.com

4.4 The date and time of proposal submission is:

1130 hours on 21st October, 2016

The location for submission of proposal is:

National Highway Authority Auditorium
2nd Floor, 27 Mauve Area, G-9/1, Islamabad

4.5 Validity period of the proposal is:

180 days

The bid shall remain valid upto:

19th April, 2017

Location for Negotiation is:

National Highway Authority Auditorium
2nd Floor, 27 Mauve Area, G-9/1, Islamabad

5.2.1 The evaluation of Technical Proposal shall be based on following criteria:

	Description/ Items	Points
i.	**Experience of the Firm**	**150**
a)	General Experience	(25)
b)	Specific Experience	(125)
ii.	**Approach & Methodology**	**110**
	Understanding of Objectives	(15)
	Quality of Methodology	(20)
	Innovativeness/Comments on TOR	(10)
	Work Program	(30)
	Staffing Schedule	(20)
	Conciseness, clarity and completeness in proposal presentation	(15)
iii.	**Qualification and Competence (in Areas of Expertise) of the Key Personnel**	**610**
iv.	**Present commitments of the Firm**	**40**
v.	**Past performance of the Firm**	**100**
	Total Points:	**1000**
	Minimum qualifying technical score	**70%**

The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:

a. Design Review Team:

	Description/ Items	Percentage
i.	Academic and General Qualifications	30%

ii.	Professional experience related to the Project	60%
iii.	Status with the firm (Permanent & duration with Firm)	10%

b. Supervision Phase Team:

	Description/ Items	Percentage
i.	Academic and General Qualifications	30%
ii.	Professional experience related to the Project	65%
iii.	Status with the firm (Permanent & duration with Firm)	5%

Form of Summary Evaluation and Personnel Evaluation Sheets for Technical Proposal (QCBS) is attached at the end of Data Sheet.

5.3.1 The words "three top-ranking qualifying consulting firms" is deleted in its entirety and replaced with the words "qualifying consultants".

The date, time and address of the Financial Proposal opening are:

After evaluation and approval of Technical Proposals (to be informed later).

5.3.3 The weights given to the Technical and Financial Proposals are:

Technical: 80%
Financial: 20%

6.3 Add following at the end of this Para:

The final person-months of each personnel are subject to adjustment at the stage of contract negotiation in line with demonstrated approach & methodology and need basis.

6.5 Add following at the end of this Para:

The Consultant is bound to replace all the Key Personnel proposed who scored less than 70% marks in the Personnel Evaluation, if the Client so requests. If the Consultant refuses to replace such Key Personnel, the Client reserves the right to reject its proposal and invite the Consultant that received the second highest score in ranking to Contract negotiations.

7.2 The Assignment is expected to commence in:

December, 2016

SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL (QCBS)

EVALUATION CRITERIA		Max. Weight*	Firm 1		Firm 2	
			Rating	Score	Rating	Score
I. Firms Experience		150				
	General Experience	25				
	Specific Experience	125				
II. Approach and Methodology		110				
III. Personnel (Areas of Expertise) (Qualification and Competence of Key Personnel)		600				
	Design Review	240				
	a) Highway Design Engineer / Team Leader	60				
	b) Hydraulic / Drainage Engineer	45				
	c) Structure / Bridge Engineer	45				
	d) Soil/ Geo-Technical Engineer	45				
	e) Traffic / Pavement Engineer	45				
	Construction Supervision	360				
	f) Resident Engineer/ Team Leader	130				
	g) Structure / Bridge Engineer	90				
	h) Material Engineer	90				
	i) Quantity Surveyor	50				
IV. Present Commitment of the Firm		40				
V. Past Performance of the Firm (*As per the submission under Data Sheet clause 1.8 d and NHA's internal information*)		100				
The Joint Venture (JV) shall be evaluated in the same manner as a single entity, since they function as one unit.						
TOTAL		1000				

Excellent - 100% Very Good – 90 to 99% Above Average – 80 to 89% Average – 70 to 79% Below Average – 1 to 69% Non-complying – 0%
Score: Maximum Weight X rating / 100.
Minimum qualifying score is 70% or 700 marks.

PERSONNEL EVALUATION SHEET

POSITION / AREA OF EXPERTISE	Name	Academic and General Qualification Weight 30%		Project related Experience Weight 60% for design review but 65% for supervision		Status with the Firm 10% for design review but 5% for supervision		OVERALL RATING (Sum of Weighted Ratings)
(Show all experts to be evaluated)		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	(A+B+C)
Design Review								
a) Highway Design Engineer / Team Leader								
b) Hydraulic / Drainage Engineer								
c) Structure / Bridge Engineer								
d) Soil / Geo-Technical Engineer								
e) Traffic / Pavement Engineer								
Construction Supervision								
f) Resident Engineer / Team Leader								
g) Structure / Bridge Engineer								
h) Material Engineer								
i) Quantity Surveyor								

Rating: - Excellent - 100% Very good – 90-99% Above Average – 80-89% Average – 70-79% Below Average – 1-69%
Non-complying - 0%

Score = **Maximum Weight X rating /100**

* These marks for status with the firm shall apply for evaluation of Key Personnel proposed for Design Review phase as per following proportion:

Regular employee - 100%
First time for this assignment - 0%

TECHNICAL PROPOSAL FORMS

Technical Proposal – Forms

{*Notes to Consultant* shown in brackets throughout this Section provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

Checklist of Required Forms (subparagraph 3.1.3 of ITC)

Required, (√)	FORM	DESCRIPTION	*Page Limit*
√	TECH-1	Technical Proposal Submission Form	
√	TECH-1 Attachment	Proof of legal status and eligibility	
"√" If applicable	TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
"√" If applicable	TECH-1 Attachment Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member and a Special power of attorney for the representative of the lead member to represent all JV members.	
√	TECH-2	Consultant's Organization and Experience.	As given below
√	TECH-2A	A. Consultant's Organization	3
√	TECH-2B	B. Consultant's Experience/ Client's Reference	20
√	TECH-3	Approach Paper on Methodology proposed for Performing the Assignment	50
√	TECH-4	Comments/ Suggestions of Consultant	*[See footnote]*[1]
√	TECH-4A	A. On the Terms of Reference	n/a
√	TECH-4B	B. On the Counterpart Staff and Facilities	2
√	TECH-5	Format of Curriculum Vitae (CV) for proposed Key Personnel	5 pages each CV
√	TECH-6	Composition of the Team Personnel and the Tasks to be Assigned to each Team Member	n/a
√	TECH-7	Work Plan / Activity Schedule	n/a
√	TECH-8	Work Plan and Time Schedule for Key Personnel	n/a
√	TECH-9	Current Commitments of the Firm	n/a

Note: Failure to provide required attachments with Form TECH-1 will entitle the Client to reject the proposal.

[1] The total number of pages for combined forms TECH-3 and TECH-4 should not exceed 50. A page is defined as one printed side of A4 or letter-size paper with font size of 10 or more.

CHECKLIST OF OTHER DOCUMENTS

1. Valid Registration Certificate(s) of PEC [subparagraph 1.8(a) of Data Sheet].
2. Affidavit in accordance with subparagraph 1.8(b) of Data Sheet.
3. Page numbered, signed, stamped and duly bound proposal (paragraph 3.1.1 of ITC).
4. Affidavit in accordance with subparagraph 3.1.2(d) of ITC.
5. Technical proposal not to include any financial information (paragraph 3.1.5 of ITC).
6. Letter of Intent/ JV Agreement (Form TECH - 1).
7. Integrity Pact [subparagraph (h) of Form TECH - 1].

TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **[Insert the Project Name]** in accordance with your Request for Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

[{If the Consultant is a joint venture, insert the following:

We are submitting our Proposal in a joint venture comprising: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.}]

[AND

{If the Consultant's Proposal includes individual Specialist Sub-consultant, insert the following:

Our Proposal includes: {Insert full name and country of the individual Specialist Sub-consultant}]

We hereby declare that:

(a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or may be sanctioned by the Client in compliance of Rule 19 of the Public Procurement Rules, 2004.

(b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5.

(c) We have no conflict of interest in accordance with ITC Clause 1.9.

(d) We meet the eligibility requirements as stated in Data Sheet Clause 1.8.

(e) Neither we, nor our JV member or any of the proposed individual Specialist Sub-consultant prepared the TOR for this consulting assignment.

(f) Within the time limit stated in the Data Sheet, Clause 4.5, we undertake to negotiate a contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITC, Clause 6.5 may lead to the termination of Contract negotiations.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In compliance (and, if the award is made to us, in execution) of Contract, we undertake to obey the Integrity Pact (attached herewith duly signed by authorized representative and stamped).

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the Assignment not later than the date mentioned in Data Sheet 4.5 (*or the date extended with the written consent of Consultant in case of delay in procurement process).*

We understand that the Client is not bound to accept any or all Proposal(s) that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant (firm's name or JV's name):
In the capacity of: _____

Address: _____
Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

CONSULTANT'S ORGANIZATION

[1. Provide here a brief description of the background and organization of your Firm, and – in case of a joint venture – of each member for this Assignment.

2. Include organizational chart, a list of Board of Directors, and beneficial ownership[1].]

[[1] Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ~~ownership by close relatives).~~]

TECH-2B

CONSULTANT'S EXPERIENCE/ CLIENT'S REFERENCE

Relevant Services Carried Out in the Last Ten Years (by each member in case of JV) and by Specialist Sub-consultant, if any, Which Best Illustrate Qualifications

[1. Using the format below, provide information on each successfully completed reference assignment for which your firm, either independently or as one of the member of Joint Venture (JV), was largely contracted by indicating the share of the firm itself in the JV.

2. Assignments completed by the Consultant's individual Experts working privately or through other consulting firms or that of the Consultant's Specialist Sub-consultant, cannot be claimed as the relevant experience of the Consultant, but can be claimed by the Experts or the Specialist Sub-consultants themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.]

Assignment Name:		Country of Assignment:
Location within Country:		Key Personnel Provided by Your Firm:
Name of Client:		No of other personnel provided by your Firm:
Address:		Total No of Person-Months of staff of your Firm:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Equivalent / Rs.) provided by staff of your Firm
Name(s) of Member Firm(s), in case of JV:		No. of Person-Months of Key Personnel Provided by member Firm(s), in case of JV
Name of Senior Staff (Project Manager / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Staff of your Firm		

Consultants' Name: _____

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

[In this part of the Technical Proposal, explain understanding of the objectives of the Assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of the detail of such output. You should explain your methodology to complete the project within time and budget.

The approach must be indigenous project specific approach of Consultant and not a generic one or copy of the TOR.

Based on the specific approach, describe Work Plan which is consistent with inputs provided in Forms TECH – 7 and TECH – 8.

In case of JV, the role of each member must be clearly highlighted. Likewise role of Specialist Sub-consultant, if any, along with necessity must be highlighted.]

TECH-4
A and B

COMMENTS / SUGGESTIONS OF CONSULTANT

[Provide here comments and suggestions on the Terms of Reference that could improve the quality/ effectiveness of the Assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc., separately under Forms TECH-4A and TECH-4B respectively.]

A. On the Terms of Reference (TOR)

1.

2.

3.

Etc.

B. On the Counterpart Staff and Facilities (data & services to be provided by the Client as indicated in the TOR):

Design Services

1.

2.

3.

Etc.

Note:	1. The Consultant may propose a team of experts to best achieve the scope of service and activities and to deliver outputs as required in TOR. Proposed changes in position/individual inputs should be indicated and reasoned in the Technical Proposal but incorporated only in the Financial Proposals (showing excess/saving, in datum Price as worked out with the person months indicated in the RFP, which must be clearly bifurcated and marked red at each place for acceptance or otherwise by the Client at its prerogative during negotiations). (i) The Proposal may assign person-month inputs differently from TOR. However, Key Personnel input totals in the Proposal should not be less than the minimum totals of person-months inputs mentioned in Data Sheet Sub-Clause-3.1.4 respectively. (ii) The Proposal may include additional expert position/s. However, additional

	expert will be considered Non Key Personnel for the purpose of proposal evaluation. (iii) If the Proposal drops or replaces a Key Personnel position with a different one, the original position will receive zero score in the technical evaluation and the new position added in the Proposal will be considered Non Key and will not be evaluated. (iv) DO NOT INCLUDE EXCESS/SAVING INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, the Proposal will be rejected under Clause-3.1.5 of ITC. 2. When the Consultant suggests a change in scope of service, activities or output, the Consultant must describe the details in Form TECH-4A and the change should not be incorporated in the Proposal. Enumerate each suggestion in Form TECH-4A with incremental cost as a separate attachment to Financial Proposal indicating breakdown into individual remuneration and expenses for each suggestion. Forms FIN-1 to 7 should be prepared without incorporating the changes. (i) If Financial Proposal provides no separate attachment about incremental cost to a suggestion, the suggestion will be considered at no additional cost to the Client and no negotiations for an incremental cost shall be done; (ii) DO NOT INCLUDE INCREMENTAL COST INFORMATION IN TECHNICAL PRPOSAL. If Technical Proposal includes financial information, the Proposal will be rejected under Clause-3.1.5 of ITC.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PERSONNEL AND SPECIALIST SUB-CONSULTANT (IF ANY)

1. Proposed Position: _____

2. Name of Firm proposing the Key Personnel: _____

3. Name of Person: _____

4. Profession: _____

5. Date of Birth: _____

6. Years with Firm: _____

7. Nationality & CNIC Number: _____

8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory)

9. Detailed Tasks to be Assigned on the Project: _____

_____

10. Key Qualifications:

{Give an outline of the person's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by the person on relevant previous assignments and give dates and locations. Use upto one page}.

11. Education

{Summarize college/university and other specialized education of the person, giving names of institutions, dates attended and degrees obtained}.

12. Employment Record

{Starting with present position, list in reverse order every employment held. List all positions held by the person since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate}.

13. Languages

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

14. Certification

I, the undersigned, certify to the best of my knowledge and belief that:

(i) This CV correctly describes my qualifications and experience;
(ii) I am not a current employee of the Executing or the Implementing Agency;
(iii) In the absence of medical incapacity, I will undertake this Assignment for the duration and in terms of the inputs specified for me in Form TECH-5 provided team mobilization takes place within the validity of this Proposal;
(iv) I was not part of the team who wrote the Terms of Reference for this consulting services Assignment;
(v) I am not currently debarred by any department / organization/ (semi-autonomous / autonomous) bodies or such like institutions in Pakistan; and
(vi) I have been informed by the Firm that it is including my CV in the Proposal for the {name of project and contract}. I confirm that I will be available to carry out the Assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

[If CV is signed by the Firm's authorized Representative:

I, as the authorized representative of the Firm submitting this Proposal for the {name of project and contract}, certify that I have obtained the consent of the named Key Personnel to submit his/her CV, and that s/he will be available to carry out the Assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.]

I understand that any willful misstatement described herein may lead to disqualification or dismissal, if engaged.

_____
Signature of Key Personnel or authorized Representative of the Firm

Date: _____
Day/Month/Year

Full name of authorized Representative: _____

{Note: copy or scanned signatures are not allowed}

TECH-6

COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER

1. **Key Personnel (and Specialist Sub-consultant, if any)**

Name	Position	Task Assignment	Present location	Name of assignment involved and clients names at present

2. **Other Personnel**

Name	Position	Task Assignment

TECH-7

WORK PLAN/ ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Program from date of commencing Assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

TECH-8

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL (AND SPECIALIST SUB-CONSULTANT, IF ANY)

Name	Position	Months (in the form of a Bar Chart)															Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Continuous:_____
Intermittent:_____ Activities Duration _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

TECH-9

CURRENT COMMITMENTS OF THE FIRM
[OF EACH MEMBER IN CASE OF JV AND THE SPECIALIST SUB-CONSULTANT, IF ANY]

List must be comprehensive including project from clients other than NHA as well

Name of project	Single or JV	Task assignment	Start date of the project	Expected date of completion

FINANCIAL PROPOSAL FORMS

FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **[Insert the Project Name]** in accordance with your Request for Proposal dated {Insert Date} and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount in words and figures}, **including all Federal, Provincial and Local taxes applicable as per law of the land.** {Please note that all amounts shall be the same as in Financial Proposal Form FIN-7}.

As indicated and reasoned in Form TECH-4 of our Technical Proposal, in accordance with Note 2 under Form TECH-4 of the RFP, a separate attachment for incremental cost(s) is included/ not included in our Financial Proposal *[if attached, strike out "not included" and vice versa]*

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet (*or the date extended with the written consent of consultant in case of delay in procurement process).*

We confirm that we have no condition to state that may have financial implications over and above the amount quoted above.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.}

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project:_____ Firm:_____

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of income tax. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the firm to the employee. Breakdown of proposed percentage charges should be submitted and supported {see Form FIN-3}.

Item No. 3 Overhead shall include general administration cost, rent, clerical staff and business getting expenses, corporate tax including sales tax on services and insurances, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported {see Form FIN-4}.

Item No. 5 Fee shall include firm's profit and share of salary of partners and directors {if not billed individually for the project} or indicated in overhead costs of the firm.

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Note 1 The minimum percentage of item (1) should be preferably 50% of (8).

Note 2 The Consultant is to provide appointment letter and affidavit/undertaking duly signed by each of the individual Personnel showing salary rates as above. Further during execution each invoice will also be provided showing that the Personnel have been paid their salaries as per basic rates mentioned therein; failing to which, NHA will take punitive action against the Consultant and shall deduct the deficient amount from its monthly invoice. Moreover it will be considered as a negative mark on the Consultant's performance that will be considered for future projects.

Note 3 The Consultant shall provide its audited financial statements of latest three fiscal years, during negotiations, w.r.t. second paragraph under SC 6.2 (b) of the Model Agreement (APPENDIX-E).

Full Name:_____
Signature:_____
Title:_____

FIN-3

BREAKDOWN OF SOCIAL CHARGES

Sr. No.	Detailed Description	As a %age of Basic Salary

FIN-4

BREAKDOWN OF OVERHEAD COSTS

Sr. No.	Detailed Description	As a %age of Basic Salary and Social Charges

A - ESTIMATED LOCAL CURRENCY SALARY/ REMUNERATION COSTS EQUIVALENT IN US DOLLARS

[Refer also to Notes under Form TECH-4]

Sr. No.	Name	Position	Person-Months	Monthly Billing Rate (US $)	Total Estimated Amount (US $)
A.	**All Foreign Expatriates including Foreign Specialist Sub-consultant (if any)**				
		Sub-Total:			

Not Applicable

B-I ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

[Refer also to Notes under Form TECH-4]

Sr. No.	Name	Position	Person-Months	Monthly Billing Rate (Rs.)	Total Estimated Amount (Rs.)
B-I.	**All Local Key Personnel and Specialist Sub-consultant (if any)**				
		Sub-Total:			

B-II ESTIMATED LOCAL CURRENCY SALARY COSTS/ REMUNERATION

[Refer also to Notes under Form TECH-4]

Sr. No.	Position	Person-Months	Monthly Billing Rate (Rs.)	Total Estimated Amount (Rs.)
B-II.	**Non-Key and other Personnel (Local)**			
	Sub Total:			

DIRECT/ NON-SALARY COSTS FOR DESIGN REVIEW AND SUPERVISION SERVICES

[Refer also to Notes under Form TECH-4]

Sr. No.	Nomenclature	Unit	Quantity	Unit Price (Pak. Rs.)	Total Amount (Pak. Rs.)	Remarks
1.	Communication Expenses allocable to the Assignment	Months	24			Fixed Rate
2.	Printing of Reports and Drawings for the Assignment	Months	24			-do-
3.	Travel expenses of required Key Personnel between Head Office and Site (as per actual)	P.S	-	-	600,000/-	Reimbursement of actual expenditures upto a maximum limit subject to approval of Project Director for travel(s).
4.	Cost of preparing Construction/ Supplementary Drawings	L.S	As per TOR	-		-
5.	Others not covered above to comply with TOR requirements*					
	Sub-Total for Direct Cost					

* Any additional item/ cost quoted against this line item must have provided solid/ tenable justification(s) detailed in Form TECH-4 "Comments on TOR" without indicating financial value therein. The Client's negotiation committee will deliberate on the requirement of additional item/ cost in case such Firm stands top ranked. It is also to be noted by the Consultants that the Client is not bound to agree to the reasons given in Form TECH-4.

SUMMARY OF COST OF CONSULTANT FOR DESIGN REVIEW AND SUPERVISION SERVICES

[Refer also to Notes under Form TECH-4]

Sr. No.	Description	Amount (Pak. Rs.)	Amount (US $)
1.	Salary Cost		- Not Applicable -
1(a).	Sales Tax @ 16% on item 1 above which shall be kept as Provisional Sum in the Contract Agreement		- Not Applicable -
2.	Direct Cost		- Not Applicable -
3.	Contingencies	-	- Not Applicable -
	Grand Total:		- Not Applicable -

Note: 1- The dues and salaries of staff are payable by the Consultant in time and not later than 10th of the following month positively. In case of failure to do so Client shall intervene and pay these dues and salaries of the concerned Personnel and recover from the invoice of the Consultant at actual charges paid plus 1% of the amount. This will also be accounted for adversely in making assessment of the Consultant in the next evaluation process for selection of consultants with report of such defaults.

2- The grand total is inclusive of all the applicable Federal, Provincial and Local taxes. All these taxes (except the Sales Tax) are required to be built in the quoted rates and not be mentioned separately.

3- Any Omission or arithmetical error made by the Consultants in entering the amount against item 1(a) shall also be rectified during evaluation of the Financial Proposal.

APPENDIX - A

TERMS OF REFERENCE

(Including Description of Services)

Major Contents

- Background
- Project Objectives
- Scope of Services and Expected Deliverables
- Team Composition and Qualification Requirement of Key Personnel and Specialist Sub-consultant.

CHAPTER NO. 1

INTRODUCTION

1.1 BACKGROUND

NHA launched an ambitious program for the communication sector in Khyber Pakhtunkhwa (formerly NWFP). One of the important steps under this program was the federalization of the main communication artery running through the Swat valley from Chakdara to Kalam and its designation as the National Highway N-95. Responsibility for its maintenance and further development was taken over from the Frontier Highway Authority and handed over to the National Highway Authority in February 2007.

Since this federalization, a number of sections which needed urgent attention were taken up by the NHA for emergency maintenance. Now the NHA has undertaken a major project for Improvement and Widening of the entire N-95 to upgrade it to the standards of a National Highway.

The Highway N-95 originates near Chakdara on National Highway N-45 and terminates at Kalam while passing through Mingora, Manglor, Khawazakhela, Madyan and Bahrain.

Preliminary design of the project for reconstruction is done by the M/s AAA and in-house design is completed by NHA for Improvement and Widening of the Chakdara - Mingora – Fatehpur Section (82 Kms) of National Highway N-95.

National Highway Authority intends to appoint Consultants for detailed review of preliminary and in-house designs to provide updated Design and perform Construction Supervision for Rehabilitation & Widening of Chakdara - Mingora – Fatehpur Section (82 Kms) of National Highway N-95. Based on the updated Design, preparation of construction drawings and BOQs is also included in the tasks of the Consultant before Construction Supervision.

1.2 NEED ASSESSMENT

The road generally is in a dilapidated state with pot-holes / broken pavement structure making vehicular travel quite difficult. Apart from a few kilometers in the start (where the road is 7m wide), the road width is generally between 5m & 6m with untreated shoulders. The geometrics and drainage needs improvement throughout the section.

1.3 PROJECT DEFINITION

The proposed design for the National Highway N-95 Chakdara - Mingora – Fatehpur (82 Km) consists of 2 undivided lanes standard width of 7.3m with treated outer shoulders on both sides. The project is financed by the Saudi Fund for Development (SFD).

1.4 PROJECT OBJECTIVES

The project envisages widening and improvement of the road to get a better level of service (LOS) and to improve the structural capacity of the road. Length of the road is about 82 kilometers and existing width varies from 5.5m to 6.1m at different sections of the road.

The project provides major tangible and intangible benefits which include:

- Savings in vehicle operating costs and travel time.
- Significant relief to the two-way heavy traffic; presently being operated on a single road of insufficient width.
- Provision of ready access for the agricultural products being grown in the area to the manufacturing units, industries and main markets in other parts of the country.

****

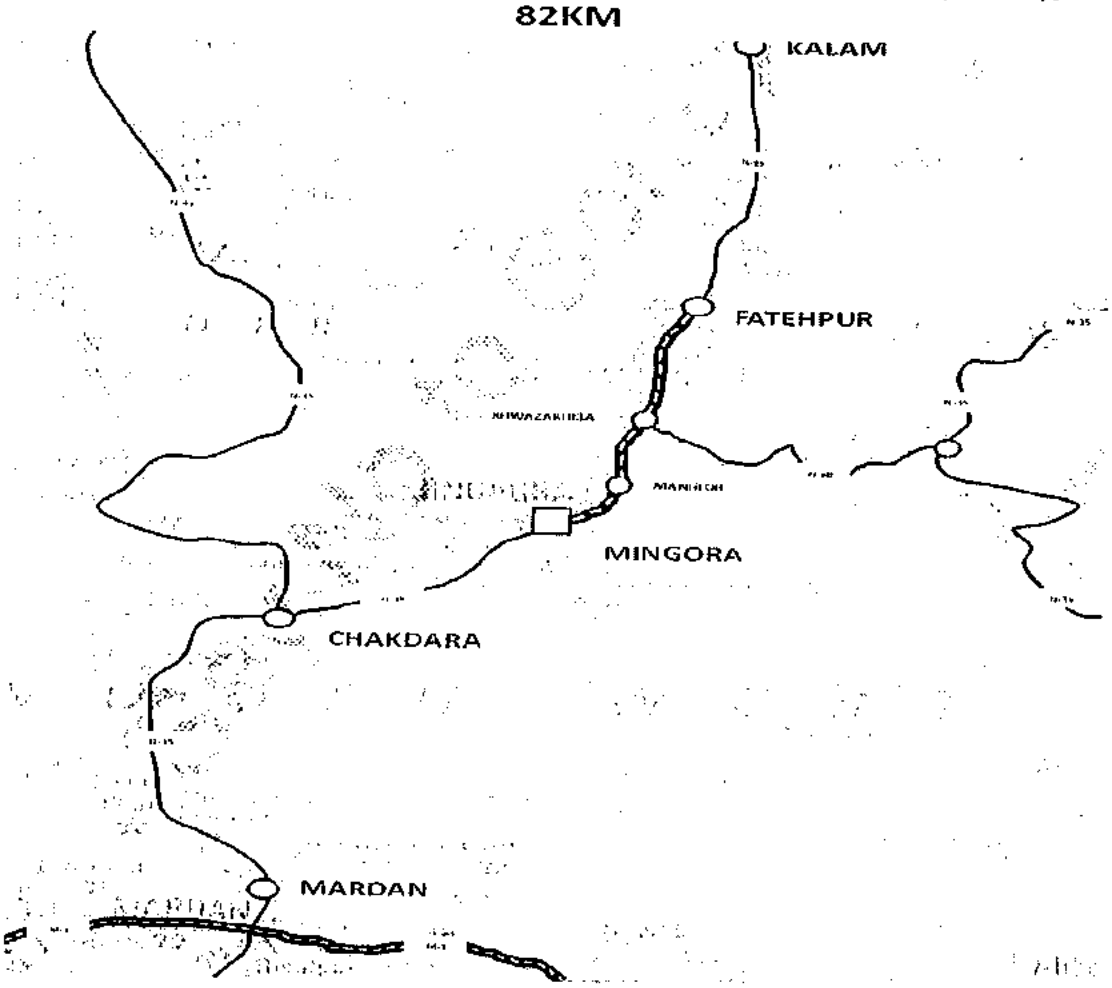
CHAPTER NO. 2

DESCRIPTION OF PROJECT

2.1 LOCATION OF PROJECT

Total length of this section is 82 Km. It starts from Chakdara city and ends just after the town of Fatehpur. The alignment passes through scattered population centers and agricultural lands and is nestled between the hillside on the east side and the Swat River on the west. Major towns/ villages in this section are Fizaghat, Sangota, Manglor, Charbagh, Arambagh, Gullibagh, Walibagh, Khawazakhela, Baagh, Dheri and Fatehpur.

LOCATION MAP
CHAKDARA - MINGORA – FATEHPUR SECTION (N-95), 82KM



2.2 PROJECT WORKS

It is envisaged that the total length of the project is 82 Kms. which comprises 2 undivided lanes standard width of 7.3m with treated outer shoulders on both sides. As there are well defined channels and nullahs in the project area so there is generally no need to provide guide banks. Project shall be constructed with bridges over nullas and streams. Culverts shall

be constructed over cross drainage works. Road furniture comprising of lane markings, traffic signs, guardrails and reflectors shall be provided.

2.3 TIME OF START

The Services shall be commenced immediately after the signing of the Contract Agreement.

2.4 TIME PERIOD

The Services specified in the TOR shall be completed and all relevant reports submitted in the form and format acceptable to the Client, within **Thirty Nine (39) months** from the date of signing of Contract Agreement.

****

CHAPTER NO.3

DETAILED DESIGN REVIEW/UPDATION

3.1 DETAILED SCOPE OF WORK COVERING DESIGN REVIEW

The Design Drawings provided are the Outline Design for tendering only and shall not be used for construction. The detailed scope of work shall include the following tasks but not limited to:

i. Detailed Topographic Survey consolidation/Updation;

ii. Planning and Setting outline Design on the Survey and propose the required changes where necessary and issue of construction drawings;

iii. Destructive testing of the existing pavement, necessary tests to arrive at the remaining service life and proposed the required pavement design;

iv. **Structural Analysis & Design** - Governing Design Standards.

3.2 STANDARDS FOR STRUCTURES

3.2.1 Design Codes for Structures

For analysis and design of structures following codes, standards and loads will be adopted.

i. **AASHTO-(LRFD)**

For analysis and design for all loads and load combinations.

ii. **Pakistan Highway Code of practice for Bridges 1967**

For vehicular loads, their spacing & impact factors.

iii. **UBC/IBC 2003**

For seismic zoning in addition to the revised seismic risk map of Pakistan.

iv. **ASTM**

For material specifications & testing.

v. **ACI**

For analysis, design and detailing, only in case such details are not specified in AASHTO.

vi. **Vehicles live load**

West Pakistan Code of Practice for Highway Bridges 1967 (WPCHB) specifies more severe loads to be considered in combination with other loads such as dead load etc. As follows:

vii. **Class AA loading**

The 70-Ton tracked military vehicle to be placed in accordance with WPCHB to give maximum stresses.

viii. **Class A loading**

The 54.5 Ton train of trailers (with different axle loads) to be placed in accordance with WPCHB to give maximum stresses.

ix. **Check Deck Slab for Punching Shear**

Additionally the bridge deck slab shall be checked in Punching Shear for a Wheel Load of 21,000 Pounds [95 KN].on 0.25 x 0.5m 2 tire contact area.

3.2.2 Other loads

i. **Side walk live load**

A load of 5 KN/m^2 (100 psf) of walkway between side barrier/railing and shoulder, applied continuously or discontinuously over both lengths and width of structure in order to produce maximum stresses in the member under consideration.

ii. **Horizontal live load on railing/posts of side barrier**

These depend upon the configuration of the railing/posts/ barrier system. The position and the magnitude of the horizontal loads are taken according to Article 2.7 of AASHTO.

iii. **Impact load**

Impact loading on the bridge superstructure is taken in accordance with WPCHB.

iv. **Wind loads**

Wind loads are taken in accordance with the provision of WPCHB.

v. **Seismic design**

International Building Code (IBC-2003) and Earthquake forces are calculated according to article 3.21 of AASHTO, keeping in view the recent earthquake of October 8, 2005, the earth quake zones will be considered accordingly.

3.3 ROAD DESIGN STANDARDS

Design Standard and criteria for Highway and Structures is tabulated here as under:-

Description	2-lane
a. Design Speed (kph)	50 - 60
b. Road Cross Section	
1. Lane Width (m)	3.65
2. No. of Lanes	2
3. Paved Shoulder	
(a) Outer (m)	2.0
c. Carriageway Cross Slope	
1. Pavement	2%
2. Shoulder	
(a) Outer Shoulder	4%
(b) Inner Shoulder	4%
d. Horizontal Alignment	
Maximum Super elevation	6%

Above standards are derived from "A Policy on Geometric Design of Highway & Streets 2003". Any Design element not mentioned above should conform to the same design guide for Rural Arterial standard.

3.4 ACTIVITIES / ITEMS INCLUDES IN THE DESIGN SERVICE

i. Drainage design with measures for the **proper disposal of the draining water**;

ii. Design of Ancillary works;

iii. Cross Roads Design;

iv. Geometric Design;

v. Pavement Design;

vi. Preparation of BOQs;

vii. Preparation of Specifications;

viii. Test soil samples by classification (liquid limit, plastic limit and California Bearing Ratio) and any other soil test required. Test undisturbed samples to determine the mechanical characteristics. Test construction materials for grain size distribution and plasticity characteristics, unit weight, water absorption and any other tests required to complete the design;

ix. Material Survey and Testing

- ✓ Survey of road/concrete materials
- ✓ Test of road /concrete materials
- ✓ Test of steel and pre-stressing wires/cables

x. Location of quarries and borrow pits and assess the quality and quantity of the material and hauling distance after preparing the mass-haul diagram;

xi. All the Design Calculation, hard and soft and drawings, hard and soft (word, excel, AutoCAD, Design Software) have to be submitted to NHA Design Section for record;

xii. Issuance of Construction Drawings signed and stamped with full responsibility;

xiii. The Consultants shall provide full assistance what so ever needed to complete & supervise the Design in compliance to International Standards;

xiv. All costs are deemed to be incorporated in the proposal;

xv. Road Furniture;

xvi. Stability issue if any.

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CHAPTER NO.4

CONSTRUCTION SUPERVISION

4.1 DETAILED SCOPE OF WORK COVERING CONSTRUCTION SUPERVISION FOR SUPERVISORY CONSULTANT

The responsibility of top supervision shall rest with the Engineer who shall issue instructions in writing to the Supervisory Consultants for the supervision of works as per the Contract. Supervisory Consultants shall carry out a revision in the plans and specifications as required by the Engineer and prepare all change orders instantly thereto and shall further assist the Engineer in negotiations necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance, in accordance with the plans and conforming to the specifications. The Supervisory Consultants shall carry out the Construction Supervision but not limited to the following tasks:

i) Make sure execution of works as per design, standards, specification and technical construction drawings.

ii) To intimate NHA in each matter and must obtain formal approval from NHA to proceed in the matter.

iii) Assure quality of the works during execution by using suitable and tested construction materiel.

iv) To ensure the good quality construction survey work, levels and grade achieved during and after construction.

v) Make sure the continuous supervision/inspection of the soils, materials construction operations and the works with regard to workmanship and compliance with the specifications.

vi) Certify the payment bills of Contractor according to the approved procedure and also maintain the payment record maintaining consolidated project accounts and assist NHA for settlement of Audit Para's.

vii) Make sure the existing traffic management and safety plan all times in a safe and secure manner.

viii) Monitor and appraise progress of the works for timely completion of work. Review and accept or reject Contractor's proposed work schedules.

ix) The supervisory Consultants shall prepare the revised PC-I of the project and will be responsible to incorporate all changes upto final approval from the relevant forum.

4.2 GOVERNING RESPONSIBILITIES AND DUTIES OF SUPERVISORY CONSULTANT

4.2.1 Application of Standards, Specifications and Engineering Decisions

The Supervisory Consultants will be fully responsible for the execution of work in accordance with standards and specifications and technical construction drawings. The Consultants shall supervise the Work's Contracts, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely response to the Contractors in all matters relating to

the Works.

4.2.2 Intimation and Approval by NHA

- ✓ The Consultant shall advise NHA on all matters relating to the efficient and successful execution of the Works Contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices. Supervisory Consultants will intimate and will get approval of any decision from NHA regarding change in Design to initiate Variation Order, Extension of time etc.
- ✓ Advise NHA on need for effective liaison with local authorities, police, landowners, utility owners, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.
- ✓ Shall assist for settlement of the Audit Paras and Enquiries (if any) pertaining to the Project without any time restriction and remuneration to be made separately on this account. The cost to be incurred may be built in the rates.
- ✓ Jointly inspect with NHA the completed Works, and assist in formal taking over, and review and approve "as built" drawings and plans, and provide report(s) testifying to the satisfactory completion of the contract.
- ✓ Inspect the completed works during the defect liability period within the terms covering the Consultant's Agreement, prepare lists of deficiencies (if any), and carry out supervision of the remedial works, and issue the Defects Liability certificates after the rectification of notified defects by the Contractors.
- ✓ Provide any other specialist services requested by NHA under conditions to be mutually agreed.

4.2.3 Project Management

The Consultants shall establish a project management system acceptable to NHA, which will be used to monitor/track the problems. The works involved will include but not being limited to the following:

- ✓ Assist NHA for the establishment of the basic overall project construction schedule, budget and cash disbursement schedule.
- ✓ Assist NHA for establishment and implementation of a project management system and procedures to monitor and control the cost and time schedule to enable timely corrective measures.
- ✓ To coordinate, supervise, and support the decision making actions by NHA concerning engineering and design matters during the construction stage in order to ensure that quality control and engineering standards are consistently maintained throughout the project within cost and time constraints.
- ✓ Assist NHA for setting up of an effective reporting system of project progress and status to the management of NHA.
- ✓ Prepare realistic construction schedules, showing the anticipated progress of Works and expenditures of the contract package.
- ✓ Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.

- ✓ Issue monthly-consolidated progress reports on a format to be agreed with the NHA including payment estimates and comments on the Contractors' work program, and advise NHA of any problem or potential problems which might arise and cause delay in implementation and recommend corrective action(s) to be taken.
- ✓ Monitor and control progress of Works and initiate corrective measures, if required.

4.2.4 Construction Supervision

The Supervisory Consultants shall be fully responsible that the Works are executed in accordance with the plans, grade and confirm to the specifications. The Supervisory Consultants shall carry out the Construction Supervision ensuring the following items:

- ✓ Stake the centerline, ROW limits and relocation of roadway structure and appurtenance;
- ✓ Setting of Grade-stakes;
- ✓ Relocation of Grade-stakes;
- ✓ Soil Tests;
- ✓ Concrete Tests;
- ✓ Reinforced Bar Tests;
- ✓ Structural Steel Tests;
- ✓ Others Tests as deemed necessary;
- ✓ Inspect and evaluate Contractors' facilities especially laboratory items to ensure compliance with the specifications and terms and conditions of the Contract Agreement. Without relieving the Contractors of their obligations under the Contract, monitor the Contractors' laboratory testing, evaluate the Portland cement concrete and bituminous mixture designs prepared by the Contractors, and recommend improvements (if any). Monitor the concrete Batching and laying as per approved mix design & specifications, Asphalt Mixing and laying as per Job Mix Formula and specifications, carry out the testing of steel and High Tensile wire / cable for Stressing as per Specifications and also monitor the Stressing activity as per approved procedure and Specifications and also ensure the desired performance, and accord approval thereof;
- ✓ Assure quality of the works during construction, continuously inspect the soils and materials, construction operations and the Works with regard to workmanship and compliance with the specifications; and carry out independent testing in the field and/or in the "Engineer / Project Manager" laboratory, and approve or disapprove and certify the Works that conform with the specifications and maintain permanent records of results of all the tests made;
- ✓ Give notice to the Contractors of any defects and deficiencies, and issue instructions for the removal and substitution of the improper works, where provided under the contract. If required, order suspension of the Work(s) and/or recommend to NHA other recourse available under the Contract;
- ✓ Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure

compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided;

- ✓ Inspect quarries and borrow pits, and crushing plants, and order tests of materials and ensure adherence to specifications, and approve the sources of materials.

4.2.5 Quantity Measurement and Quality Control

As the Engineer's Representative, the Consultants' authorized representative and other staff will implement the Works Contract and ensure that the Works are constructed in accordance with its provisions. The Consultant will have all the powers defined in the FIDIC Conditions of Contract as being the Engineer / Engineer's Representative, except the following, which will be retained and exercised by the Client, generally on the advice of the Engineer:

- ✓ Issuing the order to commence the Works;
- ✓ Approving variation orders that have financial implications;
- ✓ Approving significant variations in quantities;
- ✓ Approving subletting of any part of the Works;
- ✓ Approving extensions of time;
- ✓ Check and approve Contractor's temporary works and facilities;
- ✓ Provide advance advice to NHA concerning the Schedule of handing over of sites, and possible delays due to lack of possession with a view to assure that the Contractors are given Possession of Site in accordance with the agreed work programs;
- ✓ Review and approval of proposal on variation orders and implementation schedule prepared by the Contractor.

4.2.6 Approval of Construction Methodology and Equipment of Contractor

- ➢ Review, evaluate and approve the planned construction methodology by the Contractor and ensuring that the Contractor has incorporated the most effective and expeditious methodology of carrying out the Works; and ensure in setting up a computerized project control system for reporting physical and financial progress by the Contractor as well as the forecasts, if included in the bids and/or if demanded later on by the NHA. Subsequently, closely monitor the construction progress on regular basis to determine whether it is proceeding in accordance with the approved work program.
- ➢ Advising on the selection of Contractor's equipment. Assess minimum construction equipment, plant and machinery requirements, by type and specification, and monitor, keep and regularly update a list of the Contractors' equipment, plant and machinery in order to keep a check on the Contractors' mobilization.

4.2.7 Payment Certificates and Claims of Contractor

- Verify the interim and final payment certificates submitted by the Contractor on the basis of measured work items as the case may be having regard to any contractual provision for advance payment and variation of price, certify the completion of the activities / Works or parts thereof and verify indices for

Price Adjustment in costs as applicable after ascertaining ex-factory prices before recommending any amount on this account in interim payment certificates (IPCS).

- Assist NHA in contractual matters with the Contractor (performance bonds, insurances, claims, advance payment guarantees etc.). Assist with interpretation of the Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and apply various provisions of the contract documents; and provide NHA all relevant documentation needed for settling disputes (if any) with the Contractors, and make recommendations to NHA for resolving the Contractors' claims, contract time extensions, variation orders, subletting, quantification of claims, rate and price fixing etc.

4.2.8 Maintain Project Record

- Establish a comprehensive system of maintaining site records including site correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.
- Recommend any modification of complementary items to be necessary to Contractor.
- Supervising information program on STDs and HIV/AIDs which the Works Contractors are required to carry out at construction campsites.
- Consultant shall prepare movie for record of all the activity on the project from the date of start to the end and hand over five copies of the same at the time of completion to the Client.

4.2.9 Reporting Requirements

The Consultants shall prepare and submit each of the under mentioned reports to NHA. The format of these reports shall be mutually agreed with the NHA.

• Inception Report	5 hard + 1 soft copies
• Design review Report	5 hard + 1 soft copies
• Contract Administration Report and Construction program	5 hard + 1 soft copies
• Annual Management Information Report at the end of each Financial Year	5 hard + 1 soft copies
• Technical Reports	5 hard + 1 soft copies
• Progress Reports (monthly)	5 hard + 1 soft copies
• Project Completion Report (PC-IV)	10 hard + 1 soft copies
• Project Documentary	5 copies
• Updated construction program as required.	5 hard + 1 soft copies
• Roughness Survey reports at substantial completion and expiry of defect liability period	5 hard + 1 soft copies
• Revised PC-1	80 hard + 1 soft copies

- **Inception Report**

  The Consultants will submit an Inception Report at the end of the first month from the Date of Commencement. This will contain full detail of the Consultants' supervisory methodology and staffing plan with supporting CVs of Personnel and projected monthly billing. It will have a schedule listing all design activities to be taken up in sequence with their start and ending dates. The probable dates for submission of deliverables shall also be mentioned therein in line with TOR.

- **Design Review Report**

  The Consultants shall submit a detailed Design Review Report prepared by the design team experts, under the guidance of Team Leader at the end of third month from the Date of Commencement. The Consultants shall submit Construction/Supplementary Drawings alongwith Engineer Estimate and BOQ. This related documents keeping in view the following requirements the Tender Drawings are prepared based on outline design, not to be used for construction. It is required that the Consultants shall transform these outline design to detailed design to further prepare the Construction Drawings with complete ownership and responsibility.

  The required topographic survey/field investigation shall be done before the commencement of Works. Special emphasis shall be given to the drainage design and electrical works.

  Soil investigation and pavement evaluation with pits shall be part of the design work. However the Geo-tech boring shall be done by the contractor and based on this result, the pile design shall be finalized.

  The Consultants shall submit to NHA Design Section detailed computations in hard and Excel format with formulas intact, Computer model with design report and soft copy of survey in Auto-Cad editable format.

- **Technical Report**

  The Consultant will produce necessary technical reports and position papers dealing with technical matters arising during the project.

- **Final Project Completion Report**

  The Consultants will prepare a comprehensive final Completion Report within ninety (90) days after issuance of the Taking Over Certificate of the Contract. The Final Completion Report for the project shall summarize the method of construction, as built record showing the location and details of all Works carried out, all the defects and certification of the satisfactory correction of such defects, the construction supervision performed, and recommendations for future projects of similar nature to be undertaken by NHA. This will also include a brief on the performance of the Contractor with particular emphasis on planning and job management at site. His weak and strong points need to be emphasized with clarity.

- **Project Documentary Report (Cassette + CD)**

  The Consultant has to make documentary of all major activities during constructions as well as that of completed project sections to be submitted towards the end of the project. These should also include;

  i. Laying and compaction of various pavement layers;
  ii. Operation of Asphalt and concrete Plants;
  iii. Quarry sites and laboratory activities;
  iv. Road after completion showing road furniture;
  v. Various important stages in construction of structures;
  vi. Any other major activity involved requiring specific mention.

4.2.10 Contract Management

- ✓ Role of the Engineer and Engineer's Representative;
- ✓ Contractual issues;
- ✓ Site instructions and Variation Order, including their variations;
- ✓ Programming the Works and extensions of time including monitoring of activities on regular basis as per software based program, updated regularly;
- ✓ Monitoring and reporting on progress and Quality Control;
- ✓ Field and lab testing;
- ✓ Taking over sections of Works.

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CHAPTER NO.5

STAFFING FOR DETAILED DESIGN REVIEW / UPDATION AND CONSTRUCTION SUPERVISION

5.1 STAFFING BY CONSULTANTS

- ✓ It is estimated that nine (09) Key Personnel having 117 person- months will be required by the local resources of the Consultants for Detailed Design Review / Updation and Construction Supervision with other responsibilities to be undertaken by the Consultants, to manage the project. Detail of the staff as per project's requirement is given below in section 5.1.2 of TOR.
- ✓ The staff as given in section 5.1.2 of TOR has been fixed by NHA for the evaluation purpose and the Consultants are permitted to propose alternate arrangements only as per Notes under Form TECH-4 i.e. Comments on the TOR in their technical proposals. Such suggestions will be discussed during the contract negotiations.
- ✓ The qualification and experience required of Key Personnel are detailed at the end of TOR.
- ✓ The implementation period for Contract, programmed to be executed during the project is planned to consist of a construction period of 24 months followed by a Defect Liability period of 12 months. The Team Leader (Resident Engineer) of the Consultants is expected to mobilize approximately 1 month in advance of the commencement of Works in order to assist NHA with activities leading up to mobilization of the Contractor. Site supervision team is expected to mobilize on the date of actual commencement of Works by the Contractor.
- ✓ During the Defect Liability Period, The Resident Engineer will continue on a part-time basis while the supervision team members would be mobilized on an as-required intermittent basis. After the end of the Defect Liability Period, the Resident Engineer is expected to need three months to close the Contract.
- ✓ The mobilization and de-mobilization of Key Personnel shall be with prior written consent of the Client.
- ✓ The facilities of Consultants regarding office and residential accommodation at site, site transport, project laboratory with requisite equipment & furniture etc. will be provided as admissible under Works Contract's Bill No.7.

5.1.1 Special Extension for Selected Personnel

Following staff of the Consultants shall be allowed to continue performing Services for a period of Three (03) months after completion of Works to finalize the accounts and other outstanding issues of Contract. This period of Three (03) person-months for each of the Personnel shall be spread over the calendar months required to finalize the said activities.

S. No.	Description of Personnel	Nos.	Months	Man-months
(1)	Resident Engineer	01	03	03
(2)	Quantity Surveyor	01	03	03
(3)	Accountant	01	03	03
(4)	Computer Operator	01	03	03
(5)	Office Boy	01	03	03

5.1.2 Staff Requirements

The Services shall be provided by the local Key and Non-Key Personnel, which shall include but not be limited to the following:

S.No.	Description of Personnel	No. of Persons	Months	Person-Months
	Key Personnel			
A.	**Detailed Design Review Team**			
1.	Highway Design Engineer/ Team Leader	01	03	03
2.	Hydraulic / Drainage Engineer	01	03	03
3.	Structure / Bridge Engineer	01	03	03
4.	Soil / Geo-Technical Engineer	01	02	02
5.	Traffic / Pavement Engineer*	01	03	03
			Sub-Total (A):	**14**
B.	**Construction Supervision Team**			
6.	Resident Engineer/ Team Leader	01	1+24+3	28
7.	Structure / Bridge Engineer	01	24	24
8.	Material Engineer	01	24	24
9.	Quantity Surveyor	01	24+3	27
			Sub-Total (B):	**103**
			Sub-Total (A+B):	**117**
C.	**Non Key Personnel**			
10.	Site Inspectors	03	24	72
11.	Material Inspectors	02	24	48
12.	Surveyors	04	24	96
13.	Lab/ Survey Helpers	04	24	96
14.	CAD Operator	01	24	24
15.	Computer Operator	01	24+3	27
16.	Accountant	01	24+3	27
17.	Office Assistants	04	24	96
18.	Office Boys	04	24	96
19.	Office Boy	01	24+3	27
			Sub-Total (C):	**609**
			Total (A+B+C):	**726**

* It is the responsibility of the Traffic / Pavement Engineer to validate the traffic survey.

Total Key Personnel Person-Months for Design Review: 14;
Total Key Personnel Person-Months for Const. Supervision: 103;
Total Non-Key Personnel Person-Months: 609.

Note: The Qualification and Experience requirements for the Key Personnel and Non-Key Personnel tabulated above are given in detail at the end of TOR.

5.2 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

Offices and utilities for the Consultants will be financed under the Works Contract. Accommodation of the Consultant's full time and short-term supervising Personnel shall be provided in the Works Contract. Furnished field offices, material testing laboratories, and field transportation will be provided under the Works Contracts.

5.3 INDEMNITY OF CLIENT

The Consultants will indemnify the Client against any inaccuracies / deficiencies in the Services of the team of Consultants. The Consultants will be required to obtain and maintain professional indemnity insurance at its own cost as per the latest Pakistan Engineering Council regulations, as reflected in the consultancy agreement, form the date of the appointment of the Consultants till the end of project duration also keeping in view Public Procurement Regulations, 2010.

5.4 TIME OF CONSTRUCTION

Total construction time of the project is **twenty four (24) months**.

5.5 REVISION OF PC-1

It shall be the responsibility of the construction supervision Consultants to prepare the revised PC-1 of the respective project, before completion of the project, by incorporating all changes in the scope of work and, prepare completion report (PC-IV) at completion of the project. To ensure compliance an amount of two per cent (02%) will be withheld from interim (monthly) invoices and released along with the final payment of the Consultants, on completion of this job.

5.6 QUALIFICATION AND EXPERIENCE REQUIREMENT OF PERSONNEL

The engineering services shall be provided by the local Key Personnel, who will be assisted by Non-Key Personnel. The Qualification and Experience requirements of these Personnel shall include but not be limited to the following:

S.No	Title, Experience, Qualification & Responsibilities		
	The Engineer		
	General Experience:		30 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering)
		Desirable:	M.Sc. (Civil Engineering) with specialization in the field of Highway Engineering.
	Specific Experience:	Minimum:	He/she should have at least 25 years of experience of national/international civil works projects including at least 15 years in a senior role of national/international highway projects. He/she must be registered as Professional Engineer of Pakistan Engineering Council (PEC) and Member of recognized Professional Society. He/she should be fully familiar with FIDIC Conditions of Contract, Pakistan Engineering Council Standard Bidding Documents and Public Procurement Rules etc. He/she must be able to communicate fluently in English language.
		Note:	The cost of remuneration and TA/DA of the Engineer is presumed to be covered within Overhead cost of the Consultants but the Client reserves the right to replace the Engineer as per its contract with the Contractor for Works.
Key Personnel for Detailed Design Review Phase			
1.	**Highway Design Engineer/ Team Leader**		
	General Experience:		20 Years
	Qualification:	Minimum:	M.Sc. (Civil Engineering) with specialization in the field of Highway Engineering.
		Desirable:	Ph.D. (Highway Engineering).
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional courses/ trainings in relevant field – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Fifteen (15) years of relevant experience in Design of National Highway projects including five (05) years of experience as Highway Geometric Designer. Has worked as Team Leader of Design Team during last seven years on at least one (01) similar project.

S.No	Title, Experience, Qualification & Responsibilities		
		Desirable:	Eighteen (18) years of relevant experience in Design of National Highway projects including seven (07) years of experience as Highway Geometric Designer. Has worked as Team leader during last seven years preferably on at least two (02) similar projects.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will be responsible for detailed design review involving geometric design, designs for road features and road safety/traffic control features, drainage designs, rehabilitation and repair plan, traffic plans and amenities including detailed drawings and specifications. He/she will propose if required, during construction any modification and changes in design, construction method and alternate technology of construction.
2.	**Hydraulic/ Drainage Engineer**		
	General Experience:		15 Years
	Qualification:	Minimum:	M.Sc. (Civil Engg.) with specialization in Hydrology / Hydraulics Engineering.
		Desirable:	Ph.D. (Civil Engg.) in Hydrology / Hydraulics Engineering.
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional courses/ trainings in relevant field – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Ten (10) years of relevant experience as Hydraulic/ Drainage Engineer on National Highway design projects.
		Desirable:	Thirteen (13) years of relevant experience as Hydraulic/ Drainage Engineer on National Highway design projects.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she is responsible for carrying out the Hydrological study of the project area and submit the Hydraulic Report. He/she will perform Hydrologic Analysis, Hydrology and Hydraulic design of the structures. He/she will make sure and to take measures for the proper disposal of water. His/her responsibilities include preparation/ review of detailed design Drawing, Technical Specifications, BOQ for Hydraulic Structure work elements based on the Design Drawings, Specifications and site investigations.

S.No	Title, Experience, Qualification & Responsibilities		
3.	**Structure/ Bridge Engineer**		
	General Experience:		20 Years
	Qualification:	Minimum:	M.Sc. (Structure/ Bridge Engineering).
		Desirable:	Ph.D. (Structure/ Bridge Engineering).
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional relevant trainings from recognized organizations – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Fifteen (15) years of relevant experience in designing of Bridges on National Highways. **He/she should have experience of independently designing at least one major bridge.**
		Desirable:	Twenty (20) years of relevant experience in designing of Bridges on National Highways. **He/she should have experience of independently designing at least two major bridges.**
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she is responsible for carrying out design review of all structures including Bridges included in the project.
4.	**Soil/Geotechnical Engineer**		
	General Experience:		20 Years
	Qualification:	Minimum:	M.Sc. (Civil Engineering)/ M.Sc. (Geotechnical Engineering).
		Desirable:	Ph.D. (Civil Engineering) with specialization in Geotechnical Engineering.
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional relevant trainings from recognized organizations – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Ten (10) years of relevant experience in Design of National Highway projects.
		Desirable:	Fifteen (15) years of relevant experience in Design of National Highway projects.

S.No	Title, Experience, Qualification & Responsibilities		
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will be responsible for carrying out geotechnical investigations and subsurface explorations for road and structures, stipulate material testing procedures and specifications, identify sources of materials, quarry sites and borrow areas. He is also responsible for all design related assignments related to Soil / Geotechnical engineering of the project.
5.	**Traffic / Pavement Engineer**		
	General Experience:		20 Years
	Qualification:	Minimum:	M.Sc. (Traffic/ Transportation Engineering).
		Desirable:	Ph.D. (Traffic/ Transportation Engineering).
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional relevant trainings from recognized organizations – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Thirteen (13) years of relevant experience in Design of National Highways projects.
		Desirable:	Eighteen (18) years of relevant experience in Design of National Highway projects.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she is responsible for carrying out Traffic Analysis and Pavement Design of the road. He/she will also validate the traffic survey. He/she should have experience in carrying out cost effective structural pavement design, traffic loading characterization, can assess the pavement performance under different loading conditions. Have practical experience of traffic monitoring; Preparation of Traffic plans, Traffic Impact Analysis, intersection and interchange operation analysis; should have experience in economic analysis of various pavement options. ✓ Involved in supervision of asphalt pavement construction of different projects. ✓ Can review and advice the Engineer for any modification need to the detailed road pavement design. ✓ Can propose cost effective and innovative solutions to the problems in pavement construction and maintenance. ✓ Can carry out visual pavement inspections. ✓ Can ensure compliance with standards and specifications for pavement design and construction.

S.No	Title, Experience, Qualification & Responsibilities		
Key Personnel for Construction Supervision Phase			
Local Experts			
1.	**Resident Engineer/ Team Leader**		
	General Experience:		20 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Civil Engineering) with specialization in Construction Management/ Equivalent.
		Marking:	M.Sc. with additional relevant trainings from recognized organizations – 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings from recognized organizations – 80%; B.Sc. – 70%.
	Specific Experience:	Minimum:	Fifteen (15) years of relevant experience including eight (08) years' experience as Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Desirable:	Eighteen (18) years of relevant experience including Ten (10) years' experience as Resident Engineer on construction supervision of National Highway projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will be responsible for quality, cost. scope, time, safety, and environmental control of the project. He/she will be responsible for approving Contractor's work program, method statements, material sources, preparing and producing reports as required, approving and/or issuing working drawings, approving the setting out of the works, and instructing the Contractor, certifying work volume and recommending interim payment certificates for progress payments, maintaining consolidated project accounts, and preparing of financial statements, ensuring minimum disruption/ damage to the environment by approval of Contractor's work statement/ methodology, including monitoring the impact of construction works on the environment and local settlements and providing information to NHA.

S.No	Title, Experience, Qualification & Responsibilities		
2.	**Structure / Bridge Engineer**		
	General Experience:		20 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Structure/ Bridge Engineering).
		Marking:	M.Sc. with additional relevant trainings from recognized organizations – 100%; M.Sc. – 90%; B.Sc. with additional relevant trainings from recognized organizations – 80%; B.Sc. – 70%.
	Specific Experience:	Minimum:	Ten (10) years' relevant experience of supervising construction of National Highways projects including seven (07) years as Structure/ Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Desirable:	Fifteen (15) years' relevant experience of supervising construction of National Highways projects including ten (10) years as Structure / Bridge Engineer on National Highways projects. The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will be responsible for satisfactory construction of all Bridges in the project from piling to the completion stage, including culverts and other structures on the project. He/she shall be responsible for supervision /execution of piling, Girder (Casting, stressing and Lunching), Deck Slab (Casting & Stressing), including Fabrication and installation of expansion joints.
3.	**Material Engineer**		
	General Experience:		20 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology).
		Desirable:	M.Sc. (Civil Engineering/ Geo-Technical Engineering).

S.No	Title, Experience, Qualification & Responsibilities		
		Marking:	M.Sc. (Civil Engineering/ Geo-Technical Engineering) with additional relevant trainings from recognized organizations – 100%; M.Sc. (Civil Engineering/ Geo-Technical Engineering) – 90%; B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) with additional relevant trainings from recognized organizations – 80%; B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology) – 70%.
	Specific Experience:	Minimum:	Ten (10) years' relevant experience as Material Engineer on construction supervision projects of National Highways including five (05) years' experience of asphalt concrete mix design in countries with hot climate and/or truck overloading problems. The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Desirable:	Fifteen (15) years' relevant experience as Material Engineer on construction supervision projects of National Highways including five (05) years' experience of asphalt concrete mix design in countries with hot climate and/or truck overloading problems. The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s). Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist the Resident Engineer and will be responsible for quality of material used in construction by performing field and laboratory tests and certifying their acceptance based on recommended specifications for the materials; and will identify sources of materials, and quarry site.
4.	**Quantity Surveyor**		
	General Experience:		20 Years
	Qualification:	Minimum:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
		Desirable:	B.Sc. (Civil Engineering).
		Marking:	B.Sc. with additional relevant trainings from recognized organizations – 100%; B.Sc. – 90%; DAE (Civil) – 70%.

S.No	Title, Experience, Qualification & Responsibilities		
	Specific Experience:	Minimum:	Fifteen (15) years' relevant experience as Quantity Surveyor on Civil Works projects including ten (10) years' on Highway construction projects. Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Desirable:	Eighteen (18) years' relevant experience as Quantity Surveyor on Civil Works projects including thirteen (13) years' on Highway construction projects. Age of expert should preferably be not more than 65 years on the date of submission of proposal.
		Responsibility:	His/her responsibilities shall include but not limited to the following tasks: He/she will assist Resident Engineer in verification of payment certificates. He/she will be responsible for verification of executed quantities.
Non-Key Personnel			
1.	**Site Inspectors (Structures/Highways)**		
	General Experience:		12 Years
	Qualification:	Minimum/ Desirable:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
	Specific Experience:	Minimum:	Eight (08) years of experience in supervision of construction of road/structures on Highway projects as Site Inspector. Age of personnel should not be more than 65 years on the date of proposal submission.
		Desirable:	Ten (10) years of experience in supervision of construction of road/structures on Highway projects as Site Inspector. Age of personnel should not be more than 65 years on the date of proposal submission.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
2.	**Material Inspectors**		
	General Experience:		12 Years
	Qualification:	Minimum/ Desirable:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
	Specific Experience:	Minimum:	Eight (08) years of relevant experience in construction of Highway projects as Material Inspector. Age of personnel should not be more than 65 years on the date of proposal submission.

S.No	Title, Experience, Qualification & Responsibilities		
		Desirable:	Ten (10) years of relevant experience in construction of Highway projects as Material Inspector. Age of personnel should not be more than 65 years on the date of proposal submission.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
3.	**Lab Technicians**		
	General Experience:		12 Years
	Qualification:	Minimum/ Desirable:	3 Years Diploma in Civil from the Board of Technical Education's recognized institute.
	Specific Experience:	Minimum:	Eight (08) years of relevant experience in construction of Highway projects as Lab Technician. Age of personnel should not be more than 65 years on the date of proposal submission.
		Desirable:	Ten (10) years of relevant experience in construction of Highway projects as Lab Technician. Age of personnel should not be more than 65 years on the date of proposal submission.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
4.	**Surveyors**		
	General Experience:		12 Years
	Qualification:	Minimum:	DAE – Civil from the Board of Technical Education's recognized institute.
		Desirable:	B.Sc. (Civil Engineering).
	Specific Experience:	Minimum:	Eight (08) years' experience of surveying/leveling and related activities on National Highway Projects.
		Desirable:	Ten (10) years' experience of surveying/leveling and related activities on National Highway Projects.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.

S.No	Title, Experience, Qualification & Responsibilities		
5.	**Accountant**		
	General Experience:		12 Years
	Qualification:	Minimum:	B.Com from recognized institute.
		Desirable:	Master's Degree in Accounts
	Specific Experience:	Minimum:	Eight (08) years of relevant experience in case of B.Com or three (03) years of relevant experience in case of Master's Degree in Accounts.
		Desirable:	Ten (10) years of relevant experience in case of B.Com or five (05) years of relevant experience in case of Master's Degree in Accounts.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client. Generally he will be responsible for monitoring of the project accounts.
6.	**CAD Operator**		
	General Experience:		10 Years
	Qualification:	Minimum:	DAE – Civil from the Board of Technical Education's recognized institute. Certificate Auto-CAD Software Operator.
	Specific Experience:	Minimum:	Eight (08) years' experience of drafting engineering drawings/ designs on Auto-CAD software.
		Desirable:	Ten (10) years' experience of drafting engineering drawings/ designs on Auto-CAD software. Command on latest version of software is shall be recommended.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.
7.	**Computer Operators**		
	General Experience:		5 Years
	Qualification:	Minimum/ Desirable:	B.Sc. (Computer Sciences)
	Specific Experience:	Minimum:	Three (03) years' experience of office management, typing with 30 words per minute typing speed.
		Desirable:	Three (03) years' experience of office management/ training of computer software related to office and typing with 40 words per minute typing speed.

S.No	Title, Experience, Qualification & Responsibilities		
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client. Generally he will assist the Consultants and Client's representative in all drafting, reports preparation and like activities as per demand.
8.	**Office Assistants**		
	General Experience:		5 Years
	Qualification:	Minimum/ Desirable:	B.A./ B.Sc.
	Specific Experience:	Minimum:	Three (03) years' experience of office management, typing with 30 words per minute typing speed.
		Desirable:	Three (03) years' experience of office management/ training of computer software (M.S. Office) and typing with 40 words per minute typing speed.
		Responsibility:	His responsibilities shall include but not limited to the following tasks: His job description and duties will be defined by the Resident Engineer and approved by the Client.

Special Note:

(1) For Specific Experience the ratio of weightage for marking between Minimum & Desirable shall be 80:100 respectively;

(2) The number of years of Specific Experience (minimum or desirable) for evaluation purpose, will be counted from the minimum specified academic qualification; the Key Personnel bearing a higher qualification in the relevant field will have Specific Experience requirement reduced as per following example formulae:

Specific Experience after Bachelor: X years
Specific Experience after Masters: X-2 years
Specific Experience after Ph.D.: X-4 years

(3) Final selection of the Personnel shall be made on successful interview by the Client.

7-17-26

NATIONAL HIGHWAY AUTHORITY

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

Ref: 6(408)/GM (P&CA)/NHA/17/1283 — 24th August, 2017

M/s NESPAK (Pvt.) Ltd. in JV with
M/s MM Pakistan (Pvt.) Ltd.

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

Subject: **Consultancy Agreement for: Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara – Mingora – Fatehpur Section of National Highway N-95 (82 Km)**

The Consultancy Agreement for the subject services duly signed on 23rd August, 2017, by the Member (Engineering Coordination) as authorized on behalf of the Client, between National Highway Authority and the Consultants, M/s NESPAK (Pvt.) Ltd. in JV with M/s MM 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 (Maintenance) KP, NHA, Peshawar;
- General Manager (B&A) NHA, Islamabad;
- Project Director (concerned) NHA, Swat;
- National Accountability Bureau (NAB), Islamabad;
- P&CA Record (Copy & Original Consultancy Agreement).

Copy for kind information:

- Member (Planning), NHA Islamabad;
- ~~Member (NZ), NHA Peshawar;~~
- GM (Engg Coord.)-I, NHA, Islamabad;
- GM (P&CA), NHA, Islamabad;
- SO (Tech) to Chairman NHA.
- Member (Engg. Coord.), NHA Islamabad;
- ~~GM (Planning), NHA, Islamabad;~~
- GM (Finance), NHA, Islamabad;
- Director (Planning), NHA, Islamabad;

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. 7.1.7.26.)
(Time Based)

between

National Highway Authority

and

M/s NESPAK (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd.

for

Consultancy Services for Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Km)

(Pages 1 to 126)

August, 2017

TABLE OF CONTENTS

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
NESPAK HOUSE: 2nd Floor, Attaturk Avenue, Sector G-5/2, Islamabad-Pakistan
HIGHWAYS AND TRANSPORTATION ENGINEERING SECTION

Established in 1973

Ref: 099/10A/RB/9335 **Dated:** August 18, 2017

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

AUTHORITY LETTER

Dear Sir,

Mr. Jawad-ul-Haq, Principal Engineer of NESPAK's Highway and Transportation Engineering Division (H&TED) is hereby authorized to sign Contract Agreement of **(Consultancy Services for Detailed Design review and Construction Supervision of Improvement and Widening of Chakdara ~ Mingora ~ Fatehpur Section of National Highway N-95 (82 Km)** on behalf of National Engineering Services of Pakistan (Pvt.) Limited in association with MM Pakistan (Pvt.) Ltd.

Thanking you,

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

(RIZWAN BAIG)
General Manager/Head

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD

National Highway Authority Govt. of Pakistan

Authorized Representative
Jawad-ul-Haq
Principal Engineer

Telephone: (+92-51) 2274016, (+92-51) 9221910-13 Ext. 211-13
Fax: (+92-51) 8311613, (+92-51) 9221914
Email: nespak.htes@gmail.com web site: http:/ /www.nespak.com.pk

TÜV AUSTRIA

MMP
MM Pakistan (Pvt) Ltd.
2nd Floor, CTI Building
27-Empress Road Lahore
042-36300440, 36300460
36363234, 36292525-7
042-36292528, 36360267
bdu@mmpakistan.com
http://www.mmpakistan.com

Our Ref: WN/BD/ 17-32
Date: 20th May 2017

General Manager (P&CA)
National Highway Authority
2nd Floor, 27, Mauve Area, G-9/1, Islamabad
Ph: 051-9032727
Fax: 051-9260419

Subject: **Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora - Fatehpur Section of National Highway N-95 (82 Kms).**

Dear Sir,

Mr. Abdul Aziz Mughal (Head Transportation Sector) of MMP is hereby authorized to sign the Contract Agreement of subject project on behalf of MM Pakistan (Pvt.) Ltd. M/s NESPAK is the Lead Firm in our JV and MMP is in association. Signature of Mr. Aziz Mughal are also appended below.

Yours Sincerely,

Pervez Anjum
(Sr. General Manager)

MM Pakistan (Private) Ltd. ★ MMP

Abdul Aziz Mughal
Head (Transportation Sector)

National Highway Authority ★ Govt of Pakistan ★

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD ★

059399

500 Rupees

Consultancy Contract Agreement

for

Detailed Design Review and Construction Supervision of Improvement and Widening of Chakdara - Mingora – Fatehpur Section of National Highway N-95 (82 Km)

This CONTRACT (hereinafter called the "Contract") is made on the 23rd day of August 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 a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(i) **M/s National Engineering Services Pakistan (Pvt.) Ltd.**, NESPAK House: 2nd Floor, Attaturk Avenue, Sector G-5/2, Islamabad-Pakistan **(Lead Member)**;

and

(ii) **M/s MM Pakistan (Pvt.) Ltd.**, 2nd Floor CTI Building 27-Empress Road Lahore-Pakistan **(JV Member)**,

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

Altamash Khan
Member (Engg. Coord)
National Highway Authority
Islamabad

MM Pakistan (Private) Ltd.

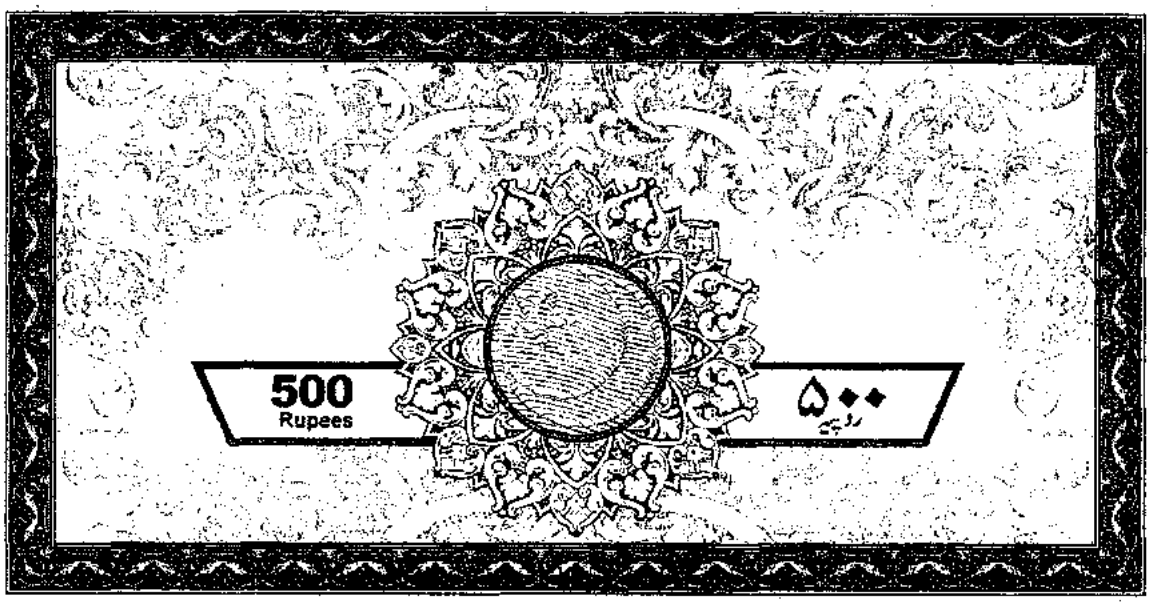
NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD

Agreement between Nespak
NHA Construction of Chak Dassal
Mirpur Fathah Pur Road.

500/2109
20-07-17

ALI ABBAS AFZAL
Stamp Vendor
Lic. No. [illegible]
G.T. Rawalpindi

059400



WHEREAS

(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;

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 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
Annexure-I:	Minutes of Pre-Proposal Meeting and Addendum No.1
Annexure-II:	Minutes of Contract Negotiation
Annexure-II:	Joint Venture Agreement

Altamash Khan
Member (Engg. Const)
National Highway Authority
Islamabad

MMP Pakistan (Private) Ltd.

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD

Agreement between NESPAK
NHA construction of Chak Dara
Mingora Fatehpur Pur Road.

SOP / 2110
20-07-17

ALI ABBAS AFZAL
Stamp Vendor
Lic No. [illegible]/287/2016
F-8/3, Islamabad

059101

500 Rupees ۵۰۰ روپے

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.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts, 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

Name Muhammad Azam

Title Director (P&CA)

Signature

Name

Title Altamash Khan
Member (Engg. Coord)
National Highway Authority
Islamabad.

For and on behalf of

M/s National Engineering Services Pakistan (Pvt.) Ltd. in JV with M/s MM Pakistan (Pvt.) Ltd.

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

Witness

Signature

Name QAZI AHSAN

Title Coordinator

Signature

Name: **Jawad Ul-Haq**

Title : Senior Engineer

MM Pakistan (Private) Ltd. MMP

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD. NESPAK

Agreement between NESPAK.
NHA Construction of chalc darrai
Mingora
~~Kalam~~ Fathab Pur Road.

500/2111
20-07-17

ALI ABBAS AFZAL
Stamp Vendor
Lic. No. [illegible]/287/2018
C.R.M. Islamabad

059102

500 Rupees ۵۰۰ روپے

M/s MM Pakistan (Pvt.) Ltd.
(JV Member)

Witness

Signature _____

Name Tanveer Ahmed

Title Business Development Coordinator

Signature _____

Name: **Abdul Aziz Mughal**

Title Principal Engineer/
Head (Transportation Sector)

MM Pakistan (Private) Ltd. MMP

National Highway Authority Govt. of Pakistan

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT) LTD

Agreement between NESPAK 500/2112
NHA. Constitution of Chak dalla 2007-17
Mingora
~~Kotra~~ Fathab Pur Road.

ALI ABBAS AFZAL
Licensed Surveyor
LIC NO. NHA/287/2016
F-8/3, Islamabad