

6(450)

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 DESIGN
REVIEW AND CONSTRUCTION
SUPERVISION FOR DUALIZATION AND
IMPROVEMENT OF PINDIGHEB ~ KOHAT
ROAD 80 KM (N-80)**

August, 2018

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

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


▶ NAME OF THE ORGANIZATION/DEPTT.	<u>National Highway Authority</u>				
▶ FEDERAL/PROVINCIAL GOVT.	<u>Federal Govt (Autonomous Body)</u>				
▶ TITLE OF CONTRACT	<u>Consultancy Services for Design Review and Construction Supervision for Dualization and Improvement of Pindigheb ~ Kohat Road 80 Km (N-80)</u>				
▶ TENDER NUMBER	<u>6(460)</u>				
▶ BRIEF DESCRIPTION OF THE CONTRACT	<u>The communication link between Pindigheb and Jand is a two lane road. Rawalpindi ~ Jand ~ Kohat road (N-80) connects Jand town, which leads further towards Kohat and Peshawar through N-80 & N-55. The project length is 80 Km and it is conversion of a single lane road having 6 ~ 7.3m width to 4 lane road from Krapa (Pindigheb) ~ Kohat. The whole dualization/improvement is asphalt bound (flexible pavement). The retaining structures have been provided at places for protection of embankment in water prone areas/ bridges location. Being the integral route for population of Pindigheb & Jand, it was decided by NHA officials to dualize the Pindigheb ~ Jand road along with dualization of N-80 from Jand to Kohat.</u>				
▶ TENDER VALUE	<u>Pak. Rs. 125,819,052</u>				
▶ ENGINEER'S ESTIMATE (for civil Works only)	<u>Not Applicable</u>				
▶ ESTIMATED COMPLETION PERIOD	<u>(39 months)</u>				
▶ WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		
▶ (i) PPRA Website (Federal Agencies)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>√</td> <td>No</td> <td>x</td> </tr> </table>	Yes	√	No	x
Yes	√	No	x		
▶ (ii) News Papers	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>√</td> <td>No</td> <td>x</td> </tr> </table>	Yes	√	No	x
Yes	√	No	x		
(If yes, give names of newspapers and date)	<u>Two DAILIES "ROZNAMA EXPRESS" AND "THE NEWS" DATED 29TH DECEMBER, 2017</u>				
▶ TENDER OPENED ON (Date and Time)	<u>TECHNICAL BIDS OPENED ON 23RD JANUARY, 2018 FINANCIAL BIDS OPENED ON 11TH APRIL, 2018</u>				
▶ NATURE OF PURCHASE	<u>Procurement of Engineering Services</u>				
▶ EXTENSION IN DUE DATE (if any)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>x</td> <td>No</td> <td>√</td> </tr> </table>	Yes	x	No	√
Yes	x	No	√		
▶ NUMBER OF TENDER DOCUMENTS SOLD (Attach list of Buyers)	<u>THE REQUEST FOR PROPOSAL WAS UPLOADED ON NHA WEBSITE FOR PROPECTIVE BIDDERS TO DOWNLOAD</u>				
▶ WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>√</td> <td>No</td> <td>x</td> </tr> </table> <u>(COPY OF QUALIFICATION CRITERIA ATTACHED)</u>	Yes	√	No	x
Yes	√	No	x		
▶ WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS (if yes enclose a copy)	<table border="1" style="width: 100%; text-align: center;"> <tr> <td>Yes</td> <td>√</td> <td>No</td> <td>x</td> </tr> </table> <u>(COPY OF EVALUATION CRITERIA IS ATTACHED)</u>	Yes	√	No	x
Yes	√	No	x		

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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

▶ WHICH METHOD OF PROCUREMENT WAS USED:-	(Tick one)				
a) SINGLE STAGE - ONE ENVELOPE PROCEDURE	<input type="checkbox"/> x				
b) SINGLE STAGE - TWO ENVELOPE PROCEDURE	<input checked="" type="checkbox"/>				
c) TWO STAGE BIDDING PROCEDURE	<input type="checkbox"/> x				
d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE	<input type="checkbox"/> 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	Seven (07)				
▶ WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER	<table border="1"><tr><td>Yes</td><td><input checked="" type="checkbox"/></td><td>No</td><td><input type="checkbox"/> x</td></tr></table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> x
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> x		
▶ WHETHER INTEGRITY PACT WAS SIGNED	<table border="1"><tr><td>Yes</td><td><input checked="" type="checkbox"/></td><td>No</td><td><input type="checkbox"/> x</td></tr></table>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> x
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/> x		



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 Five (05)

▶ NAME & ADDRESS OF SUCCESSFUL BIDDER **M/s NESPAK (Pvt.) Ltd. in JV with M/s Turkpak International (Pvt.) Ltd.**

Address: NESPAK HOUSE: 2nd Floor,
Attaturk 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 Pindigheb ~ Jand ~ Kohat road is an important route for population of Pindigheb, Jand and Attock for movement to KPK especially the Kohat and Peshawar. After the inauguration of CPEC, the Pindigheb ~ Jand road has gained significance as Pindigheb ~ Jand road connects the CPEC alignment at Krapa (8 Km from Pindigheb on Jand ~ Pindigheb Road). Dualization of Pindigheb ~ Jand ~ Kohat road will bear the traffic of CPEC and will provide fastest, efficient and short route for Pindigheb, Jand and Kohat population to KPK/Punjab.

▶ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE REASONS (Briefly describe) NA

▶ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS

Yes	√	No	x
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▶ DATE OF CONTRACT SIGNING (Attach a copy of agreement) 30th July, 2018
(Copy attached)

▶ CONTRACT AWARD PRICE Pak. Rs.125,819,052

▶ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS (Attach a copy of bid evaluation report)

Yes	x	No	√
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(Copy attached)

▶ ANY COMPLAINTS RECEIVED (If Yes, result thereof)

Yes	x	No	√
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▶ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/ DOCUMENTS (If yes give details)


Yes	x	No	√
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▶ DEVIATION FROM QUALIFICATION CRITERIA (If yes give details)

Yes	x	No	√
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▶ SPECIAL CONDITIONS, IF ANY (Give Brief Description) Nil





Evaluation
&
Qualification
Criteria



NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section
28-Mauve Area, G-9/1, Islamabad Tel: 9032727, Fax: 9260419

Ref: 6(460)/DIR-III (P&CA)/NHA/18/26

19th January, 2018

All prospective Consultants

Subject: Minutes of Pre-Proposal Meeting and Addendum No.1 for:
Consultancy Services for Design Review and Construction
Supervision for Dualization & Improvement of Pindigheb ~ Kohat Road
80 Km (N-80))

Reference: Request for Proposal Notice for the Subject Services appeared in daily newspapers on 29th December, 2017.

The Minutes of Pre-Proposal Meeting and Addendum No.1 for the subject services being integral part of the Request for Proposal are enclosed herewith for necessary action, please.

(Muhammad Azam)
Director (P&CA)

Enclosure:

- Minutes of Pre-Proposal Meeting (04 Pages).
- Addendum No.1 (01 Page).

Copy for kind information to:

- Member (Engg. Coord.), NHA, Islamabad;
- Member (Planning), NHA, Islamabad;
- General Manager (Design), NHA, Islamabad;
- General Manager (Planning), NHA, Islamabad;
- General Manager (P&CA), NHA, Islamabad;


**MINUTES OF PRE-PROPOSAL
MEETING HELD ON 04th January 2018**

**Design Review and Construction Supervision for Dualization & Improvement of Pindigheb ~
Kohat Road 80 Km (N-80)**

A Pre-Proposal Meeting was held in NHA Auditorium at 1100 hours on 04th January, 2018 to discuss the Request for Proposal (RFP) for the Subject Services. Following NHA officers and representatives of prospective consultants attended the meeting:

- **National Highway Authority**
 - Mr. Parkash Lohano ... General Manager (Planning)
 - Mr. Asim Amin ... General Manager (Design)
 - Mr. Muhammad Azam ... Director (P&CA) - III
 - Mr. Dawood Khan ... Deputy Director (P&CA) - II
- **Consultants**
 - Mr. Jamal Ahsan ... M/s NESPAK (Pvt.) Ltd.
 - Mr. Tanveer Ahmad ... M/s MM Pakistan.
 - Mr. Niaz Ahmad Sheikh ... M/s ABM Engineers.
 - Mr. Atta Ullah Khan ... M/s PEAS Consulting (Pvt.) Ltd.

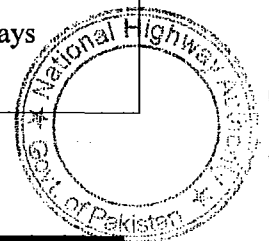
2. The queries submitted during the above mentioned pre-proposal meeting and their clarifications/ replies are summarized below for information of all prospective bidders:

Sr. No	Questions / Queries	Replies of Queries
1.	<p>Data Sheet Clause 1.7 at page 9 'sub-clause (v) states that "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 one 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"</p> <p>This is not realistic in view of services of proposals being invited by NHA and Proposal separate staff for every proposal is not possible for almost any consulting firm in the country. Moreover, assignment under discussion is limited to Feasibility Study and Detailed Design i.e. entire work, excluding survey and investigations, is desktop based, to be carried out at Design Office where an expert can simultaneously work on more than one assignment / project. As such this condition may please be waived.</p>	<p>Proceed as per RFP</p> 

Sr. No	Questions / Queries	Replies of Queries
2.	<p>Data Sheet Clause 1.7 at page 9 sub-clause (viii) states that "The term associates, if used in the proposal or otherwise shall not be considered as an alternative of N member. Any personnel proposed for the Assignment but belonging to the so called associates shall not be marked in evaluation of technical proposal.</p> <p>This is not realistic in view of long term arrangements with other firms for acquiring services of their technical staff for specific positions and for short duration. You will appreciate that Consultants take responsibility for their services regarding the project as an entity. As such we suggest that this condition may please be waived.</p>	Proceed as per RFP
3.	<p>Section 5.7 of TOR at page 67 to 75 states varied qualification of Proposed Staff i.e. Minimum & Desirable with hard requirements.</p> <p>This is suggested to be reviewed and diluted reasonably.</p>	Proceed as per RFP
4.	<p>The time for design review is very restricted for which we request for extension in time for minimum another one (01) month to ensure adequate review.</p>	Proceed as per RFP
5.	<p>Criteria mentioned in the RFP for the general experience in terms of years of Key Personnel for Design Review and Construction Supervision Stage seems to be stringent for which it is requested to please relax up to workable limits.</p>	Proceed as per RFP
6.	<p>After examining Chapter – 3 (Design Review) on page 50 to 55 of RFP, we request to add following position in design review team:</p> <ul style="list-style-type: none"> i. Contract Engineer ii. Senior Quantity Surveyor iii. Environmental Specialist 	Proceed as per RFP
7.	<p>After examining Chapter – 4 (Construction Supervision) on page 56 to 63 of RFP, we request to add following positions in Construction Supervision Team:</p> <ul style="list-style-type: none"> i. Contract Engineer ii. Planning Engineer 	Proceed as per RFP
8.	<p>Particular Condition of Contract has not been given in the RFP. In our understanding, General Condition of Contract in RFP represents the Particular Condition of Contract which may please be clarified.</p>	Refer to page 104 of 128 and onwards.
9.	<p>General experience criteria for RE and AREs is the same i.e. 20 years. We propose that General Experience of AREs should be 15 years, to make it rationale according to the hierarchy.</p>	Proceed as per RFP



Sr. No	Questions / Queries	Replies of Queries
10.	Please refer to paragraph 5.6-REVISION OF PC-1 page 67 wherein it is stated that "To ensure compliance an amount of two percent (02%) of construction supervision cost will be withheld from interim (monthly) invoices and released along with the final payment of Consultants, on completion of this job". And subparagraph 6.4.2 under MODE OF BILLING AND PAYMENTS page 111 wherein it is stated that "payments against interim (Monthly) invoices shall be made after remaining two percent (02) of the payable amounts, in accordance with paragraph 5.6-Revision of PC-1 under TOR", need to be reviewed since as per general practice it is only applicable on contractors.	Proceed as per RFP
11.	This is to inform you that the information provided in the RFP regarding the alignment is not sufficiently elaborate. We require the RDs of the start and end points of all the three sections on the alignment. Without this information our engineers will not be able to identify the project sections and collect the necessary field data during site visit.	Proceed as per RFP
12	Clause 5.2.1 (1-b) of Data sheet Page 12 requires that bidder to have supervision experience of 500 meter bridge, to get full points. In case the Lead firm does not have this experience but the JV partner has, will they get full point?	Not Agreed, Proceed as per RFP. This alignment passes over River Indus in Package-II, besides with other Bridges in the alignment. So the Bridge engineer should have profound knowledge of supervision of Large Bridges.
13	Please clarify, if fresh studies are to be carried out for updation, Who shall bear the Cost, NHA or the Contractor?	The consultant can foresee such kind of studies and may include it in his bid cost. Neither contractor nor NHA shall borne the cost of any unforeseen study.
14	There is no allocation of provisional sum for Highway Safety Audit, Therefore, it is suggested that NHA may allocate the cost into provisional sum, to achieve the scope of work.	Not agreed, proceed as per RFP
15	As required by NHA that traffic engineer must validate the traffic survey, please provide provisional sum into direct cost.	Not agreed, proceed as per RFP
16	It is requested to specify the scope of work for traffic survey i.e. no of days, and hours have not been specified i.e. 8 hour for 3 day, or 24 hours for 7 days. Please clarify.	24 hrs. for 07 days



Sr. No	Questions / Queries	Replies of Queries
17	There is no provision for Material Engineer and Lab technicians in the staff list, which are required to supervise the works daily. Therefore, one ME and 2 LTs may be provided.	ARE (Material) and Material Inspector are provided in the TOR.
18	There is no provision of computer operator and office boy during project closes out. Therefore these two positions may be provided for 2 months as special extension for project close out.	Not agreed, proceed as per RFP
19	There is a requirement of Environment specialist to fulfill the Requirement of TOR (item 3.3.11 Pg 53) for evaluating EIA and EMP reports. Therefore Environment specialist may be provided.	Not agreed, proceed as per RFP
20	There is a requirement of Economist to fulfill the requirement of TOR (item 3.3.13 Pg 54) for preparation of revised PC-1. Therefore, Economist may be provided.	Not agreed, proceed as per RFP
21	Sr. Lab Techs and Lab Techs are missing. It is suggested that Two (2) Sr. Lab Techs and Four (4) Lab Tech shall be included in the Non Key Personnel to conduct the material testing in the Project Labs.	Refer to Addendum No.1.
22	One more (1) ARE material shall be added in the Key Personnel Staff, considering the Project will be constructed in two (2) Packages.	Not agreed, proceed as per RFP
23	Considering the scope of works, Two (2) more Site Inspectors (Highways), Two (2) more Site Inspectors (Structures) and Two (2) more material inspectors needs to be added in addition to.	Not agreed, proceed as per RFP
24	A PS item shall be included for the purchase of 0.5m DEM to conduct the hydrology, in case the hydrology is considered deficient.	Not agreed, proceed as per RFP
25	A PS item shall be included to conduct the additional soil testing as mentioned in item 3.4.12 of TOR.	Not agreed, proceed as per RFP
26	A PS item shall be included for conducting the Highway Safety Audit.	Not agreed, proceed as per RFP

... 000 0 000...



ADDENDUM No.1

Design Review and Construction Supervision for Dualization & Improvement of Pindigheb ~ Kohat Road 80 Km (N-80)

Following amendments have been made in the Request for Proposal (RFP) for the subject services under this Addendum No.1, which shall be read and construed as an integral part of RFP and shall take precedence in case of any conflict(s)/ambiguity(s) amongst this Addendum No.1 and other provisions of the RFP.

1. TERMS OF REFERENCE:

1.1. Sub Section 5.1 Staffing by Consultants:

The figure of 1133 appearing in third line of first paragraph is deleted in its entirety and replaced with 1228.

1.2. Sub Section 5.1.2 Staff Requirements:

Refer to page 65 of the RFP; the table under the sub-section 5.1.2 representing the Staff Requirement is modified by inserting following two rows between S. No 16 and 17. Rest of the table will remain same.

S.No.	Description of Personnel	No. of Personnel	Months	Person-Months
17.	Sr. Lab Technician	02	24	48
18	Lab-Technician	02	24	48

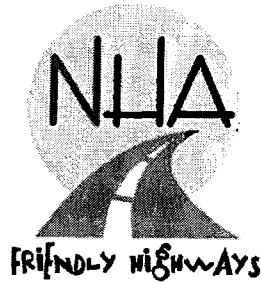
The line starting with Total Non-Key Personnel Person-Months provided under the table on page 66 is deleted and replaced as under:

Total Non-Key Personnel Person-Months: 1228

2. All other terms and conditions shall remain same.



National Highway Authority



REQUEST FOR PROPOSAL

FOR

**CONSULTANCY SERVICES
FOR**

**DESIGN REVIEW AND CONSTRUCTION
SUPERVISION FOR DUALIZATION &
IMPROVEMENT OF PINDIGHEB ~ KOHAT ROAD 80
KM (N-80)**

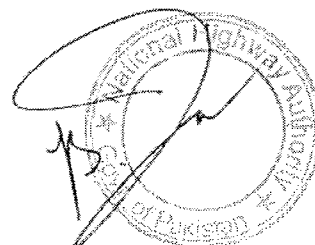
Tender No. 6(460)

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DECEMBER, 2017

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10.	Appendix E (Copy of Model Agreement)	80



Dated the _____
Ref No. _____

LETTER OF INVITATION

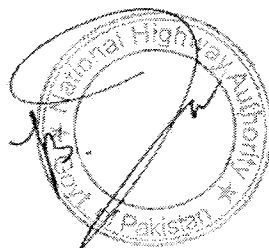
To,
All consultants

Gentlemen!

We extend warm welcome to you and invite you to participate in this project. We hope that you will live up to your reputation and provide us accurate information so that the evaluation is carried out "just and transparent". Please understand that the contents of this RFP, where applicable, shall be deemed part of the contract agreement. An example to this affect can be the contents of your work plan and methodology which you shall be submitting in your Technical Proposal. Since that is the basis of the selection, therefore, it shall become part of the contract agreement subject to approval/revisions of the same by NHA during the negotiations. Similarly, all other services and the content contributing to services shall be deemed part of the contract agreement unless it is specifically mentioned for any particular item up-front in your Technical Proposal which obviously will make your Proposal a conditional proposal whereby, authorizing NHA to may or may not consider to evaluate your Proposal. Please understand that if no such mention appears up-front (i.e. on front page of Technical Proposal) then it shall be deemed that the consultant is in 100% agreement to the above. You are also advised to kindly read the RFP thoroughly as it can drastically affect the price structure for various services which may not be appearing directly in the terms of reference. In the end, we appreciate your participation and hope that you will feed a good proposal to merit consideration by NHA.

Your attention is particularly drawn towards paragraph 3.1.1, subparagraph 3.1.2 (d), paragraphs 3.1.3, 3.1.5, 5.2.1 and 6.5 of Instructions to Consultants (Annex A) as well as subparagraphs 1.7 (v), 1.7 (vii), 1.7 (viii), 1.8 (a) and 1.8 (b) in Data Sheet (Annex B) and Note under the Table for check list of Required Forms (in Technical Proposal) to avoid the risks of Disqualification/ Rejection/ losing marks/ Penalty.

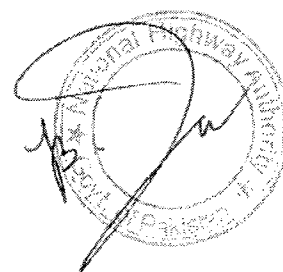
However, the Client at its own discretion reserves the right to EITHER seek clarification on non-compliance of the Instructions and rectify or not the shortcomings only in Technical Proposals (under similar treatment to each consultant), OR not, prior to opening of Financial Proposals (which shall be kept unopened till complete evaluation of Technical Proposals). No alteration in Financial Proposals shall be made except during the negotiations subject to Procurement of Consultancy Services Regulations 2010 as notified by Public Procurement Regulatory Authority.



General Manager (P&CA)
Telephone: +92-51-9032727,
Fax: +92-51-9260419
E-mail: gmpca.nha@gmail.com,
Website: www.nha.gov.pk

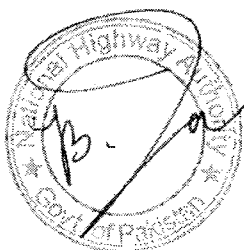
ATTACHMENTS

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)



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. A firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates,



shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.; and

- ii. A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

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.

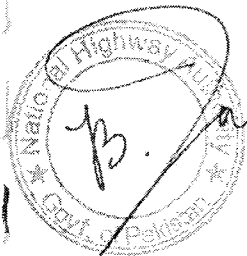
3.1 Technical Proposal

- 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

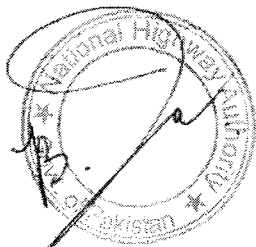
- a. A detailed overall work programme to be provided with timing of the assignment of each Key Personnel or other staff member assigned to the Project.
- b. An estimate of the total number of person-months and Project duration required.



- c. Clear description of the responsibilities of each Key Personnel within the overall work programme.
 - d. The Curriculum Vitae 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 one (01) score point 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.

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

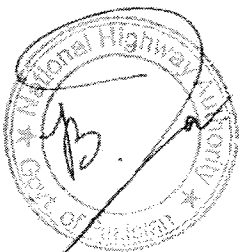
4. SUBMISSION OF PROPOSALS

- 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 amounts 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 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:

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

(F = amount of specific Financial Proposal)

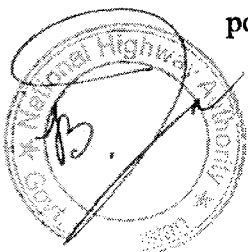
5.3.3 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal, P = the weight given to the Financial Proposal; and T+P=1) indicated in the Data Sheet:

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

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.

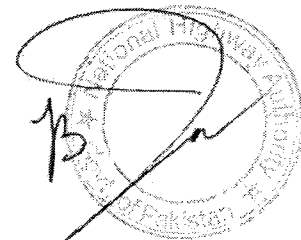
6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.



- 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.



DATA SHEET

LOI Clause #

1.1 The name of the Assignment is:

**Consultancy Services for Design Review and Construction Supervision for
Dualization & Improvement of Pindigheb ~ Kohat Road 80 Km (N-80)**

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 -

1.5 Pre-Proposal Conferences:

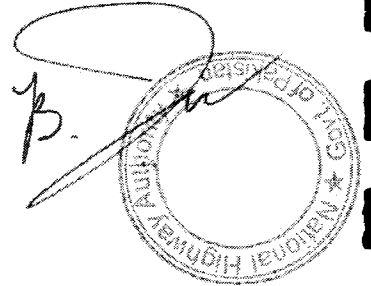
Yes No

Pre-proposal conference will be held on:

**4th January, 2018 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

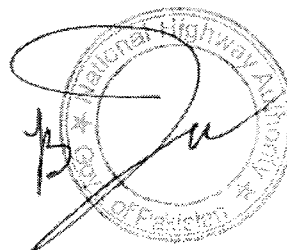
1.7 Following sub-clauses are added:

- 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 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 one 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. To promote the consultancy industry in the country, 50 marks (out of 1000 for Evaluation) are allocated for Transfer of Knowledge in the form of JV with a new / less experienced firm by sharing at least 20% of Assignment with them.
- 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.
- ix. Consultant's Head Office Support will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same must be built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field. Any key position that remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This will be replicated for all missing key personnel. For the 2nd month, the compensation payment will be doubled. For the 3rd month, an additional warning will be issued. If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the extent of consideration for blacklisting.

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.

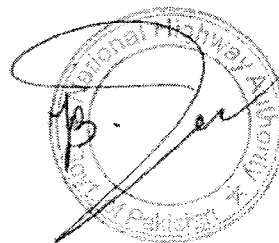
2.1 The Documents are:

- (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 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: **181 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.

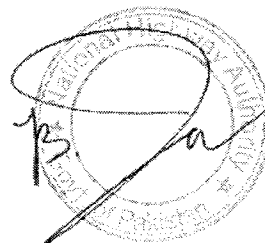
4.1 The number of copies of the Proposal required is:

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 23rd January, 2018

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:

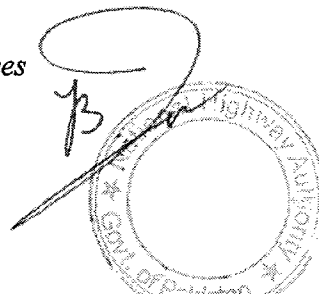
22nd July, 2018

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
1.	Experience of the Firm	100
1-a.	General Experience in road Transport Sector	<u>(25)</u>
1-b.	Specific Experience related to particular Assignment (Construction Supervision of atleast one Bridge over a major river with total length of 500 M minimum)	<u>(75)</u>
2.	Approach & Methodology	250
2-a	Appreciation of the Project	<u>(70)</u>
(i).	<i>Evidence of Site Visit with Photographs</i>	<u>(30)</u>
(ii).	<i>Clarity of appreciation</i>	<u>(20)</u>
(iii).	<i>Comprehensiveness of appreciation</i>	<u>(20)</u>
2-b	Problem Statement/ Understanding of Objectives	<u>(50)</u>
(i).	<i>Identification of Problems/ Objectives</i>	<u>(30)</u>
(ii).	<i>Components of Proposed Services</i>	<u>(20)</u>
2-c	Methodology	<u>(80)</u>



(i).	<i>Proposed Solutions for this Project</i>	(30)
(ii).	<i>Quality of Methodology</i>	(20)
(iii).	<i>Conciseness, clarity and completeness of proposal</i>	(30)
2-d	Suggested changes for improvement in TOR	(10)
2-e	Work Program	(20)
2-f	Staffing Schedule	(20)
3.	Key Personnel	450
4.	Performance Certification from clients	100
5.	Present Commitments (current engagement and available strength – justification)	50
6.	Transfer of Knowledge * (Methodology/ Plans)	50

Total Points: 1000

Minimum qualifying technical score 70%

* Transfer of knowledge would be in the form of joint venture with new/ less experienced firm(s) by sharing at least 20% of Assignment with them for promoting the consultancy industry in the country.

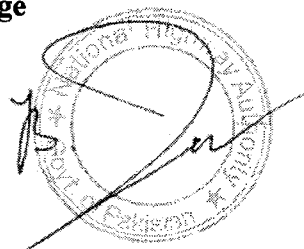
The percentage distribution of weightage earmarked for evaluation sub-criteria for suitability of Key Personnel are:

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:

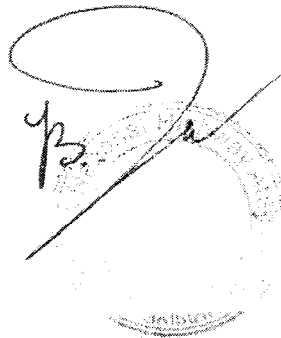
The final person-months of each personnel are subject to adjustment at the stage of contract negotiation in line with demonstrated approach & methodology and need basis.

6.5 Add following at the end of this Para:

The Consultants is bound to replace all the Key Personnel proposed who scored less than 60% marks in the Personnel Evaluation, if the Client so requests. If the Consultants 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:

March, 2018

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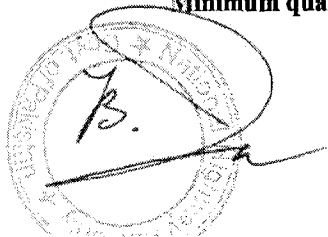
SUMMARY EVALUATION SHEET FOR TECHNICAL PROPOSAL (QCBS)

EVALUATION CRITERIA		Max. Weight*	Firm 1		Firm 2	
			Rating	Score	Rating	Score
I. Experience of the Firm		100				
	General Experience in road Transport Sector	25				
	Specific Experience related to particular Assignment	75				
II. Approach and Methodology		250				
III. Key Personnel		450				
	Design Review Team	100				
	a) Highway Design Engineer/ Team Leader	28				
	b) Hydraulic/ Drainage Engineer	18				
	c) Structure/ Bridge Engineer	20				
	d) Soil/ Geo-Technical Engineer	18				
	e) Traffic/ Pavement Engineer	16				
	Construction Supervision Team	350				
	f) Resident Engineer/ Team Leader	80				
	g) ARE (Highways) I&II	2 x 45				
	h) ARE (Structures) I&II	2 x 45				
	i) ARE (Materials)	45				
	j) Bridge Engineer	45				
IV. Performance Certification from clients		100				
V. Present Commitments (current engagement and available strength – justification)		50				
VI. Transfer of Knowledge (Methodology/ Plans)		50				
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)
		Percentage Rating	Weighted Rating (A)	Percentage Rating	Weighted Rating (B)	Percentage Rating	Weighted Rating (C)	(A+B+C)
(Show all experts to be evaluated)								
Design Review Team								
a) Highway Design Engineer/ Team Leader								
b) Hydraulic/ Drainage Engineer								
c) Structure/ Bridge Engineer								
d) Soil/ Geotechnical Engineer								
e) Traffic/ Pavement Engineer								
Construction Supervision Team								
f) Resident Engineer/ Team Leader								
g) ARE (Highways) – I & II								
h) ARE (Structures) – I & II								
i) ARE (Materials)								
j) Bridge Engineer								

Rating: - Excellent - 100%
Non-complying - 0%

Very good – 90-99%

Above Average – 80-89%

Average – 60-79%

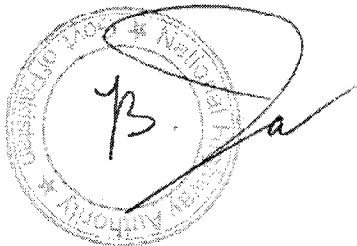
Below Average – 1-59%

Score = Maximum Weight X rating /100

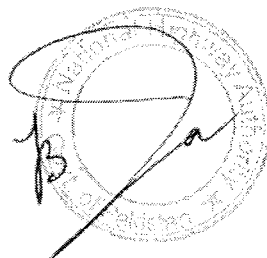
* These marks for status with the firm shall apply for evaluation of proposed Key Personnel as per following proportion:

Regular employee - 100%

First time for this assignment - 0%



TECHNICAL PROPOSAL FORMS



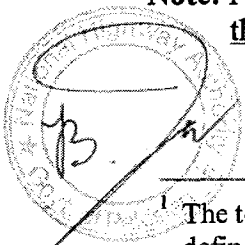
Technical Proposal – Forms

{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	8 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].



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).
- (i) Our Head Office Support will be mandatory during Supervision; our firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same has been built in our financial proposal. Responsibility for the team in field will be backed by our Head Office; our Head Office will assume full responsibility for the team in field.

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: _____

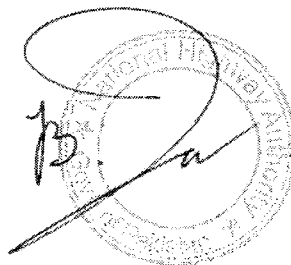
Contact information (phone and e-mail): _____

{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 ownership².]



² 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)

CONSULTANT'S EXPERIENCE/ CLIENT'S REFERENCE

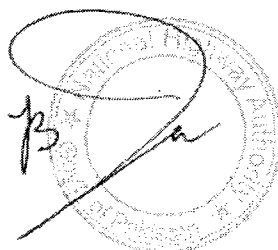
Relevant Services Carried Out in the Last Ten Years (by each member in case of JV) and by Specialist Sub-consultant, if any, Which Best Illustrate Qualifications

- [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:		
Name of Senior Staff (Project Manager / Coordinator, Team Leader) involved and functions performed:		No. of Person-Months of Key Personnel Provided by member Firm(s), in case of JV
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.]



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):

1.

2.

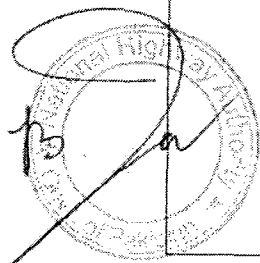
3.

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).

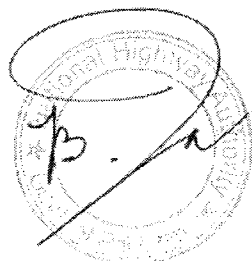
(i) The Proposal may assign person-month inputs differently from TOR. However, Key Personnel input totals in the Proposal should not be less than the minimum totals of person-months inputs mentioned in Data Sheet Sub-Clause-3.1.4 respectively.



- (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 up to one page}.

11. Education

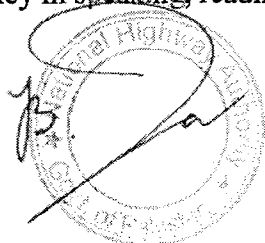
{Summarize college/university and other specialized education of the person, giving names of institutions, dates attended and degrees obtained}.

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.]

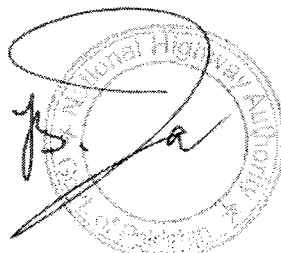
I understand that any willful misstatement described herein may lead to disqualification or dismissal, if engaged.

Signature of Key Personnel or authorized
Representative of the Firm(s)

Date: _____
Day/Month/Year

Full name of authorized Representative: _____

{Note: copy or scanned signatures are not allowed}



A handwritten signature in black ink is written over a circular official stamp. The stamp contains the text 'NATIONAL HIGHWAY AUTHORITY' and 'PAKISTAN' around the perimeter. The signature appears to be 'J.S. Pa'.

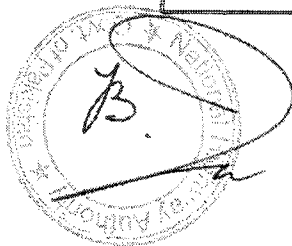
COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO BE ASSIGNED TO EACH TEAM MEMBER

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



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	

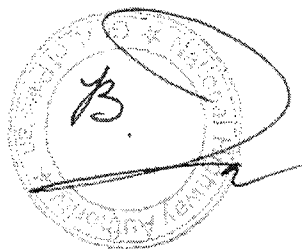
Continuous: _____
 Intermittent: _____

Activities Duration _____

Yours faithfully,

Signature _____
 (Authorized Representative)

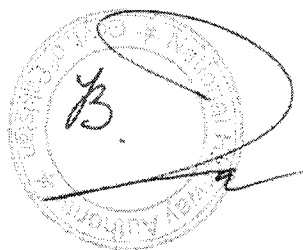
Full Name _____
 Designation _____
 Address _____



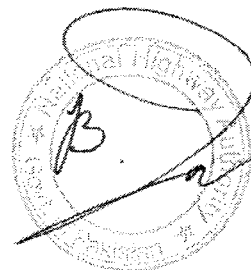
**CURRENT COMMITMENTS OF THE FIRM
[OF EACH MEMBER IN CASE OF JV AND THE SPECIALIST SUB-CONSULTANT, IF ANY]**

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



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}: _____

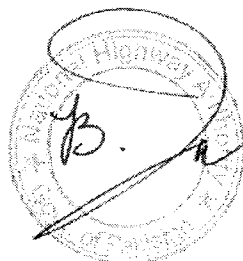
Name and Title of Signatory: _____

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.}



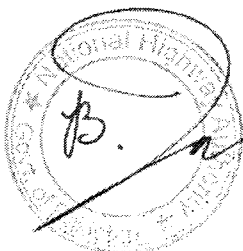
BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

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).



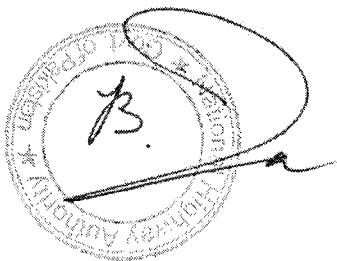
Full Name: _____
 Signature: _____
 Title: _____

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

[Refer also to Notes under Form TECH-4]

Sr. No.	Nomenclature	Unit	Qty.	Unit Price (Pak. Rs.)	Total Amount (Pak. Rs.)	Remarks
1.	Communication Expenses allocable to the Assignment	P.M	24			Fixed Rate
2.	Printing of Reports and Drawings for the Assignment	P.M	24			-do-
3.	Travel expenses of required Key Personnel between Head Office and Site (as per actual)	P.S	-	-	500,000/-	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 / RFP requirements*					
Sub-Total for Direct Cost						

* Any additional item/ cost quoted against this line item must be supported by solid/ tenable justification(s) detailed in Technical Proposal Submission Form A-4 "Comments on TOR" without indicating financial value therein. The negotiation committee of the Client may negotiate this cost on the basis of justification provided in the form A-4 with the prospective successful bidder in the light of Clause ITC 6.6 of RFP. Moreover, if no justification is given or Client does not agree to the justifications, the Client in both the cases shall not include this cost in the total cost offered by the Consultants for this assignment, particularly in case any amount against this line item is deemed to have been covered in other pay items.

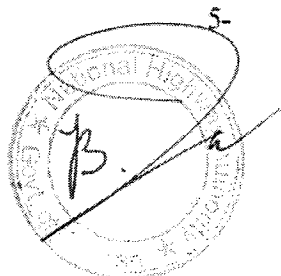


SUMMARY OF COST OF CONSULTANT FOR DESIGN REVIEW AND SUPERVISION SERVICES

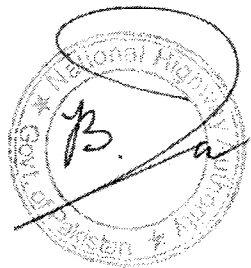
[Refer also to Notes under Form TECH-4]

Sr. No.	Description	Amount (Pak. Rs.)	Amount (US \$)
1.	Salary Cost		- Not Applicable -
2.	Direct Cost		- Not Applicable -
3.	Sub Total:		- Not Applicable -
4.	Sales Tax @ 16% on item 3 above which shall be kept as Provisional Sum in the Contract Agreement		- Not Applicable -
5.	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 4 above shall also be rectified during evaluation of the Financial Proposal.
- 4- Consultant's Head Office Support will be mandatory during Supervision; the firm shall be bound to provide design input required on the Site or advice on contractual matters; the cost for the same is built in the financial proposal. Responsibility for the team in field will be backed by the Consultant's Head Office; the Head Office will assume full responsibility for the team in field.
- 5- Any key position that remains vacant for more than one month that was required to be filled for that period, a compensation equivalent to the charge rate of that individual will be imposed. For clarification, the invoice will not include the charge rate of the missing individual and additionally, the charge rate of one month for that individual will be deducted from the invoice. This

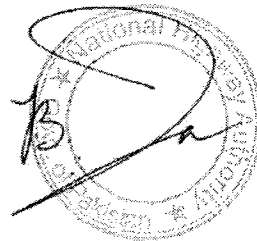


will be replicated for all missing key personnel. For the 2nd month, the compensation payment will be doubled. For the 3rd month, an additional warning will be issued. If the issue persists in the fourth month, the firm can be penalized by invoking conditions of contract and even to the extent of consideration for blacklisting.



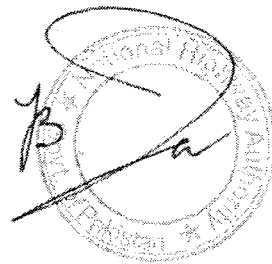
APPENDIX - A

TERMS OF REFERENCE
(Including Description of Services)



Major Contents

- 1- Introduction
- 2- Brief Description of Project
- 3- Design Review
- 4- Construction Supervision
- 5- Staffing for Design Review and Construction Supervision



CHAPTER No.1

INTRODUCTION

1.1 BACKGROUND

There exists two lane road from Pindigheb to Jand. Rawalpindi ~ Jand ~ Kohat road (N-80) connects Jand town, which leads further towards Kohat & Peshawar through N-80 & N-55. The road from Pindigheb ~ Jand ~ Kohat is an integral route for population of Pindigheb, Jand & Attock for movement to KPK especially the Kohat & Peshawar.

After the inauguration of CPEC, Pindigheb ~ Jand road has gained significance as Pindi Gheb ~ Jand road connects the CPEC alignment at Krapa (8 Km from Pindigheb on Jand ~ Pindigheb Road), where an interchange is provided for the facilitation of population of Pindigheb & Jand and Talagang.

Due to being the integral route for population of Pindigheb & Jand, it was decided by NHA officials to dualize the Pindigheb ~ Jand road along with dualization of N-80 from Jand to Kohat. Currently, the road portion from Pindigheb ~ Jand is under administrative control of Punjab Highway Department, while the road section from Jand ~ Kohat is maintained by National Highway Authority.

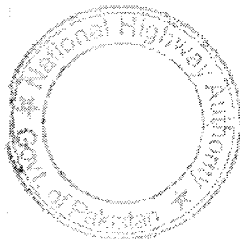
Dualization of Pindigheb ~ Jand ~ Kohat road will bear the traffic of CPEC and will provide fastest efficient and short route for Pindigheb, Jand & Kohat population to KPK/ Punjab.

1.2 NEED ASSESSMENT

After the inauguration of China Pakistan Economic Corridor (CPEC), NHA is developing the links/ connections, connecting China Pakistan Economic Corridor (CPEC). The project road is part of this program as the project road connects the CPEC at Krapa vary from 6 ~ 7.3 m. Keeping in view its future demands due to connection with China Pakistan Economic Corridor (CPEC). It is necessary to dualize and improve road as per NHA Standards and future requirements of CPEC.

Widening of this road is the utmost requirement to accommodate the smooth flow of CPEC traffic and facilitate the road users of the area. This project will extend its benefits to the adjoining area by increasing their mobility and accessibility to a good quality road. This project by increasing the living standard of the people in the surrounding will also help in reducing vehicle operating cost and journey time thus boosting economic condition of the surrounding people and the country.

The project connects majorly Kohat & Peshawar with Pindigheb & Jand tehsils of District Attock and vice versa. The connection of project road with CPEC will connect Kohat & Peshawar cities with CPEC, hence will become the source of improvement in trade of both the cities.



1.3 PROJECT DEFINITION

The project is basically the dualization project of existing road from Krapa (Pindigheb) to Kohat. Total length of the project road is about 80 Km. The project involves extension of existing culverts which are in workable conditions. The project also involves extension of existing bridges. Flyover is provided on location where railway lines are crossing the project road.

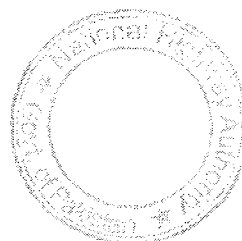
Detailed Design of the project has been carried out by M/s NESPAK. Now, NHA intends to hire the Design Review and Supervision Consultants for review of design and construction supervision of activities on Site. The Design Review and Supervisory Consultants will review the detailed design provided by NHA. After completion of the task, all design reports /drawings will be stamped by the Consultants and a certificate of liability will also be provided. The Consultants will be entirely responsible for correctness and soundness of Design and its implementation on ground.

1.4 PROJECT OBJECTIVES

Objective of the project is to enhance the mobility for the underdeveloped area of district Attock & Kohat, Punjab/ KPK provinces and play a vital role for the development of deprived population of both the provinces. The project road is an integral connection to Kohat & Peshawar for community of Pindigheb & Jand and also connects the China Pakistan Economic Corridor (CPEC) at Krapa. It will provide the commuters of the area with fast access to the markets. Besides that, it will also reduce the travel times and hence will improve the overall socio-economic development of country.

The project provides major tangible and intangible benefits which include:

- It will minimize the Vehicle Operating Costs.
- It will provide an efficient, time saving and congestion free access.
- Massive impact of the project on land use will surely help in the progress of area and local people, as employment and business will be generated in the vicinity by implementation of the project.



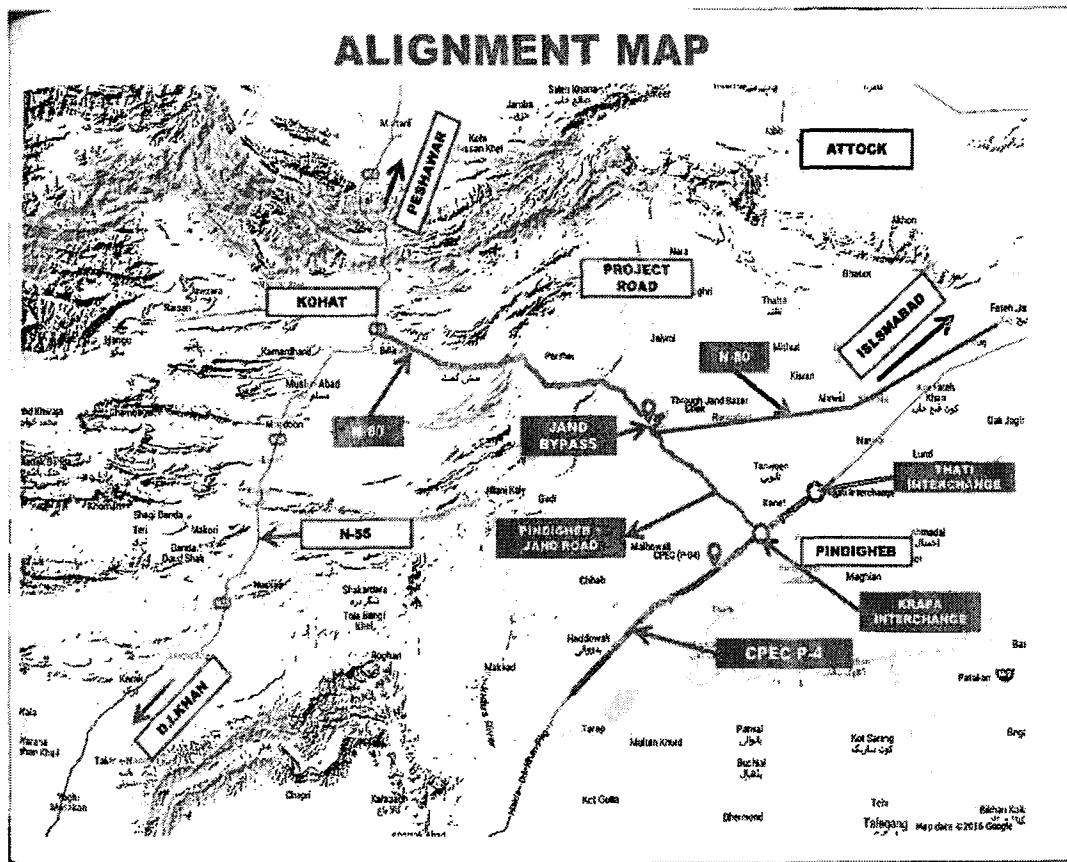
CHAPTER No. 2

DESCRIPTION OF PROJECT

2.1 LOCATION OF PROJECT

This project is located in District Attock & Kohat in Punjab and KPK provinces. The project is dualization of Pindigheb ~ Jand road and N-80 from Jand to Kohat. The project alignment mostly passes through flat terrain with minor length in partial hilly terrain.

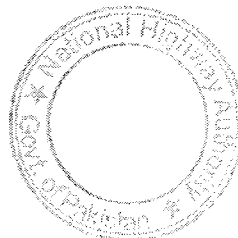
Plan showing the proposed alignment is attached at below:



2.2 PROJECT WORKS

The project length is 80 Km and it is conversion of single lane having 6 ~ 7.3 m width to 04 lane road from Krapa (Pindigheb) ~ Kohat. The whole dualization/ improvement is asphalt bound (Flexible Pavement). The retaining structures have been provided at places for protection of embankment in water prone areas/ bridges location. The intended 4-lane highway shall conform to the following specifications:

- Total Project Length (80 Km)
- Design Speed:




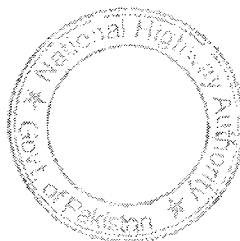
- Flat Terrain 100Km/hr
- Mild Rolling Terrain 80 Km/hr
- Hilly Terrain 60 Km/hr
- Road Width
- No. of Travel Lanes 02 Lane (Additional)
- Lane Width 3.65m each
- Travel lane width 7.3m
- Inner Shoulder 1 meters
- 0.5 meters (Built-up Area)
- Outer Shoulder 2 meters
- 0-2 meters (Built-up Area)
- Toll Plaza & Ancillary Work.

2.3 COMMENCEMENT OF SERVICES

The Consultants shall commence the Services within twenty-one (21) days after receipt of Letter of Commencement, or such other time period as the Parties may agree in writing.

2.4 COMPLETION OF SERVICES

The services specified for Design Review in the TOR shall be completed and all relevant reports submitted in the form and format acceptable to the Client, within two (02) months of the date of commencement, and time period for Services specified for Construction Supervision will be Twenty-Four (24) months from the date of commencement. Details of man-months are given in Chapter No. 05 of Appendix-A "TOR".

CHAPTER No.3

DESIGN REVIEW

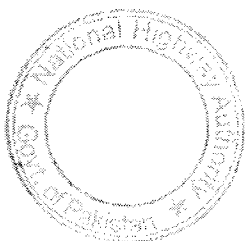
3.1 OBJECTIVES

The Consultants shall generally perform the following tasks to the satisfaction of the Client and standard engineering practices as outlined below (but not limited) to achieve the objective:

- a. Review the available design provided by the Client for its correctness, safety, soundness and check that the design standards provided by the Client to the design consultant in TOR have been followed.
- b. Consultants is required to validate the design to ground conditions (including work in item c below). Any discrepancy/ updation if required shall be done by the Design Review Consultants accordingly.
- c. Read Joint X-Sections all along the alignment at Site and develop the Construction Drawings accordingly in collaboration with the design consultant. (All existing survey CAD drawings shall be provided to the Design Review Consultants).
- d. After completion of joint X-sections, Design Review Consultants shall validate the BOQ and submit a detailed report with comparison of any variation that has occurred with revision.

3.2 GENERAL DUTIES AND RESPONSIBILITIES OF DESIGN REVIEW CONSULTANTS

- a. The Design Review and Supervisory Consultants shall have a critical review of the available Design and Drawings in detail. Any mistake observed and recommendations for improvement and/or shall be made by Design Review Consultants under intimation to "The Engineer" of the Project. Any changes in the Design, if required and agreed to, shall be incorporated by the Design Review Consultants, where the design consultant does not agree to any particular recommendation/ opinion of the Design Review Consultants, the opinion of the Design Review Consultants shall prevail;
- b. Conduct road safety audit during construction and pre-opening of road for traffic;
- c. If updation/ addition has been recommended by the Design Review Consultants and agreed by The Engineer, it shall be carried out by the Design Review Consultants without any extra cost which includes remuneration of personnel, equipment, software and office etc.;



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- d. The Design Review & Supervisory Consultants thereafter shall assume equal responsibility with the designer for the soundness and safety of the design, where they both agree with the available design;
- e. However, the Consultants will seek prior approval of the Client prior to: (i) modification of the design; (ii) Variation Order with financial implications, except in an emergency situation; (iii) variations in work quantities; (iv) additional items, sums or costs; (v) approval of additional works; and (vi) approval of time extensions;
- f. All the available Drawings/ Data shall be handed over to the Design Review Consultants, however if certain calculations are not available it shall develop on its own.

3.3 SCOPE OF WORK/TERMS OF REFERENCE FOR DESIGN REVIEW

The scope of work is subject to review and subsequent adjustment during the project execution as agreed to by Client and the Design Review/Supervisory Consultants shall include, but not necessarily be limited to the following:

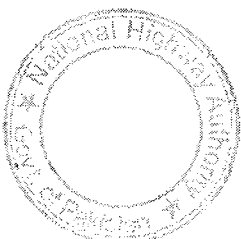
3.3.1 Ground Validation/Survey

Responsibilities of the Consultants with regard to survey work shall be:

- a. Verify the ground condition as per present day condition and update, if required;
- b. Verify the survey monuments as per Drawings, and report.

3.3.2 Geometry

- a) Review the horizontal and vertical alignment for the roads based on review of Tender Drawings and the Topographic Survey carried out. This work will include if required, amending the alignment plan and profile drawings based on the updated topographic surveys;
- b) Check the adequacy of typical cross sections and recommend and carry out revision/ improvement, if required. Any change in the profile after taking joint X-Sections at Site shall be carried out by the Design Review Consultants;
- c) Issue of finalized or revised Construction Drawings and prepare and provide additional/ final detailed Drawings, if and as necessary, including drainage (inclusive of drainage scheme through the built-up areas), junctions, road signs and markings, safety measures, Km stones, protection works etc. based on the Contractors' survey and setting out.



3.3.3 Pavement

Carry out complete Design Review of the pavement design provided by the Client. Recommend any further data/ improvement, if required.

3.3.4 Soil

Review existing soil report provided by the Client and suggest any additional testing, if required.

3.3.5 Construction Material

Review the suitability of locally available construction materials, and if necessary, recommend new quarries.

3.3.6 Hydrology and Hydraulic Model Study

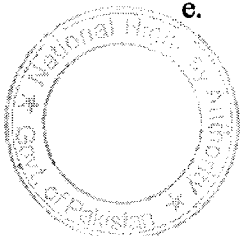
The Consultants shall:-

- a. Review the Hydrology report and recommend any further improvements/revision including any additional data, if required;
- b. Recommend in case updation of the report is required;
- c. Review and examine the provision of surface drainage into side drains and its disposal point at suitable locations;

3.3.7 Structure

The Consultants shall:-

- a. Ensure all bridge details are complete and modify the Design and Drawings wherever required due to founding level as a result of the change in the founding strata or any other reason at the time of execution;
- b. Inspect the site and review the Design including calculations and point out errors/ mistakes and make recommendations for improvements if any for the proposed new structures or structures to be rehabilitated/ reconstructed;
- c. Inspect the locations of proposed and existing cross drainage structures and make recommendations and revisions for additions or deletions;
- d. Inspect existing structures if any and make recommendations for repairs or change if any needed but overlooked by the Design consultant;
- e. Review the existing if any and proposed side drains and their disposal at suitable locations.



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3.3.8 BOQ & Costs Estimates

Check in detail the BOQ/ Estimates, recommend and update changes/ corrections, if required.

3.3.9 Review of Bidding Documents

Review (if required) the Bidding documents for the Project and assist NHA if required in procurement of Contractor(s), evaluation of bids received and award of civil Works contracts.

3.3.10 Highway Safety Audit Report

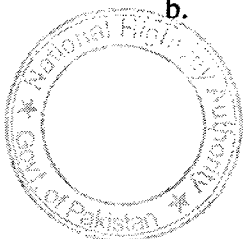
Pakistan is among those countries, where the road accidents and fatalities are very high. One of the major components (28%) relating to road accidents is attributed to the road environment factors. The Consultants shall carryout the Highway Safety Audit as per international standards after a detailed Site visit. Highway Safety Expert will ensure that all safety measures are taken without any compromise in the design and recommend improvement/ missing safety measures, if any before execution of the road.

3.3.11 Environment Report

- a. Based on the findings of the Environment Impact Assessment (EIA), review the environmental study report. Ensure that the adequate measures are incorporated in the design to mitigate the adverse impact including those likely to be encountered during construction and recommend any improvement;
- b. Ensure that the bidding documents include specific provisions to minimize disruptions/ damage to the environment and local settlements during construction and recommend any improvement.
- c. Review Environment Management Plan to address implementation and monitoring parameters listed in EIA report during construction and operational phases and recommend any improvements.

3.3.12 Design Review Report

- a. The Consultants shall prepare a report where its concurrence with the designs is stated and/ or modifications are proposed with Drawings quality, and advice on further drawing or instructions to the Contractor(s). It may also hold meetings with the Design consultant as necessary to discuss reports submitted under intimation to the Client.
- b. The review report shall be forwarded to design consultant for incorporation in the detailed design or if modifications are suggested then the Design Review Consultants shall bear equal responsibility for updation of Design.



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- c. Construction Drawings shall be prepared by Supervisory Consultants and issued to the Contractor through The Engineer under intimation to the Design Section.
- d. Any inadequacy of Design and any Variation in cost during reviewing must be mentioned along with a check list which resulted in the Variation Cost.
- e. The Supervisory Consultants shall guarantee the responsibility of amendments/ updation made by it in original Design to the Client. However the overall major responsibility of design/ profile shall rest with design consultant.

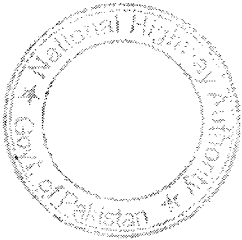
3.3.13 Preparation of Revised PC-1

Based on the Design data provided, the Consultants shall prepare revised PC-1 for the project including economic analysis and Environmental Impact Assessment (EIA) on Performa of PC-1 prescribed by Planning & Commission Division.

3.4 SCOPE OF SERVICES DURING SUPERVISION (DESIGN ASPECT)

3.4.1 Survey Work/ Geometry

- a. Establish missing monuments if any and confirm the accuracy of horizontal and vertical controls.
- b. The Supervisory Consultants shall be responsible to obtain the benchmarks and other information from the NHA Design Section as required for commencement of construction activities.
- c. The Supervisory Consultants shall carryout and supervise the following works:
 - i. Stake the centerline, ROW limits and relocation of roadway structure and appurtenances;
 - ii. Setting of Grade-stakes;
 - iii. Relocation of permanent monuments (survey reference points) in the construction.
- d. Without relieving the Contractor(s) 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.



3.4.2 Soil

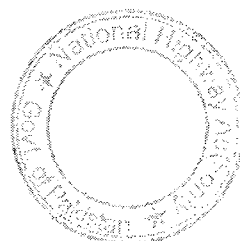
Based on the recommendations of Design Review Consultants, additional soil testing, if agreed to by the Client shall be carried out under its supervision.

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3.4.3 Construction Material

- a. Check suitability of borrow materials and assess the quality and quantity of materials and hauling distance.
- b. Detailed supervision, detailed review of materials already found along the road alignment taken at suitable intervals. Study sample to verify the calculations of construction quantities to an accuracy of 10%.

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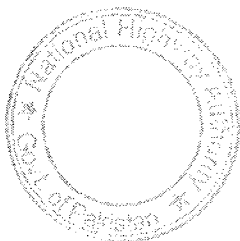
CHAPTER NO.4

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 Works 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 Contractor in all matters relating to the Works.

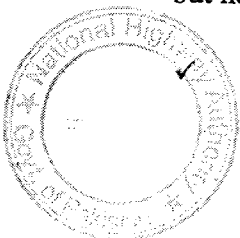
4.2.2 Intimation and Approval by NHA

- ✓ The Consultants 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 quoted price.
- ✓ 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 Certificate(s) after the rectification of notified defects by the Contractor(s).
- ✓ 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;



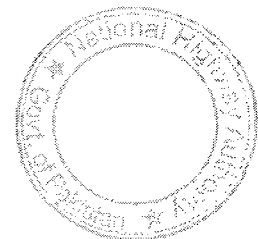
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- ✓ Assist NHA for establishment and implementation of a Project Management System and procedures to monitor and control the cost and time schedule to enable timely corrective measures;
- ✓ To coordinate, supervise, and support the decision making 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(s);
- ✓ 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;
- ✓ Other 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 Contractor(s) 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



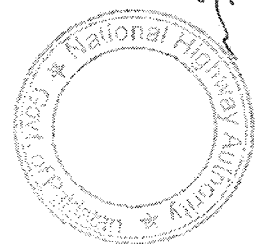
batching and laying as per approved mix Design & Specifications, Asphalt mixing and laying as per Job Mix Formula and Specifications, carry out the testing of steel and High Tensile wire/ cable for Stressing as per Specifications and also monitor the Stressing activity as per approved procedure and Specifications 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 Contractor(s) 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 Contractor(s) 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 Consultants 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 Contractors' temporary works and facilities;
- ✓ Provide advance advice to NHA concerning the Schedule of handing over of Project Sites, and possible delays due to lack of possession with a view to assure that the Contractor(s) 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.

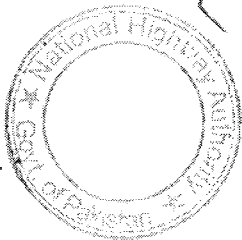
4.2.6 Approval of Construction Methodology and Equipment of Contractor

- ✓ 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(s)

- ✓ 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.
- ✓ Consultants 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.

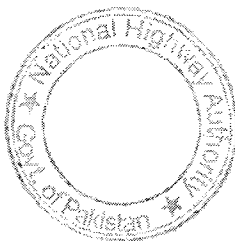
•	Inception Report	5 hard + 1 soft copies
•	Design review Report	5 hard + 1 soft copies
•	Contract Administration Report and Construction program	5 hard + 1 soft copies
•	Annual Management Information Report at the end of each Financial Year	5 hard + 1 soft copies
•	Technical Reports	5 hard + 1 soft 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 one month from the Date of Commencement. The Consultants shall submit Construction/Supplementary Drawings along with Engineer Estimate and BOQ. This related document 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 Consultants will produce necessary technical reports and position papers dealing with technical matters arising during the project.

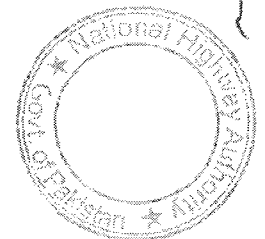
- **Final Project Completion Report**

The Consultants will prepare a comprehensive final Completion Report within ninety (90) days after issuance of the Taking Over Certificate of the Contract(s). 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)**

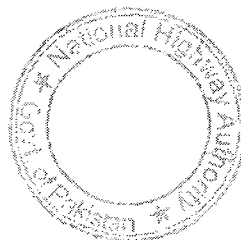
The Consultants has to make documentary of all major activities during constructions as well as that of completed project sections to be submitted towards the end of the project. These should also include:

- 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

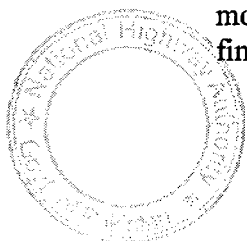
STAFFING FOR DESIGN REVIEW AND CONSTRUCTION SUPERVISION

5.1 STAFFING BY CONSULTANTS

- ✓ It is estimated that Twelve (12) Key Personnel having 181 person- months will be required by the local resources of the Consultants for design review and construction supervision and forty seven (47) Non-Key Personnel having 1133 man-months will be required 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 under section 5.7 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(s). Site supervision team is expected to mobilize on the date of actual commencement of Works by the Contractor(s).
- ✓ During the Defect Liability Period, The Resident Engineer will continue on a part-time basis while limited staff would be mobilized on an as-required intermittent basis. After the end of the Defect Liability Period, the Resident Engineer is expected to need two months to close the contract(s).
- ✓ 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 Two (02) months after completion of Works to finalize the accounts and other outstanding issues of the Works contract(s). This period of Two (02) months for each of the Personnel shall be spread over the calendar months required to finalize the said activities.

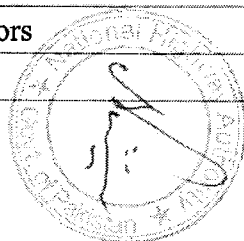


S. No.	Description of Personnel	Nos.	Months	Man-months
(1)	Resident Engineer/ Team Leader	01	02	02
(2)	Quantity Surveyor	01	02	02
(3)	Accountant	01	02	02

5.1.2 Staff Requirements

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

S.No.	Description of Personnel	No. of Personnel	Months	Person-Months
Key Personnel				
A.	Design Review Team			
1.	Highway Design Engineer/ Team Leader	01	02	02
2.	Hydraulic/ Drainage Engineer	01	02	02
3.	Structure/ Bridge Engineer	01	02	02
4.	Soil/ Geo-Technical Engineer	01	02	02
5.	Traffic/ Pavement Engineer*	01	02	02
	Sub-Total (A):	05	-	10
B.	Construction Supervision Team			
6.	Resident Engineer/ Team Leader	01	01+24+02	27
7.	ARE (Highways)	02	24	48
8.	ARE (Structures)	02	24	48
9.	ARE (Materials)	01	24	24
10.	Bridge Engineer	01	24	24
	Sub-Total (B):	07	-	171
	Sub-Total (A+B):	12	-	181
C.	Non Key Personnel			
11.	Quantity Surveyor-I	01	24+02	26
12.	Quantity Surveyor-II	01	24	24
13.	Project Coordinator	01	24	24
14.	Site Inspectors (Highways)	04	24	96
15.	Site Inspectors (Structures)	04	24	96
16.	Material Inspectors	02	24	48
17.	Surveyors	04	24	96
18.	Trainee Engineers	04	24	96
19.	CAD Operator	01	24	24
20.	Computer Operators	04	24	96
21.	Accountant	01	24+02	26



S.No.	Description of Personnel	No. of Personnel	Months	Person-Months
22.	Office Assistants	02	24	48
23.	Survey Helpers	08	24	192
24.	Office Boys	04	24	96
25.	Drivers	06	24	144
	Sub-Total (C):	47	-	1132
	Sub-Total (A+B+C):	59	-	1313

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

Total Person-Months of Key Personnel for Design Review: 10;
Total Person-Months of Key Personnel for Const. Supervision: 171;
Total Non-Key Personnel Person-Months: ~~1133.~~
1132.

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

5.2 CLIENT'S STAFF

NHA will designate its own staff and/or fresh Graduates from the engineering/other universities to work with the Consultants for the purposes of on job training for transfer of skills. The Consultants shall employ four (04) Graduate Trainee Engineers/ Management Trainees on the project throughout the duration of the consultancy Agreement. The carry home salary of each Trainee Engineer/ Management Trainee per month to be paid by the Consultants shall not be less than Rs.40,000/- after deducting all type of applicable taxes and Consultant's Overheads.

In addition to above, the Client may also designate its own staff to work with the Consultants for the purpose of on the job training (at no cost to the Consultants).

5.3 SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

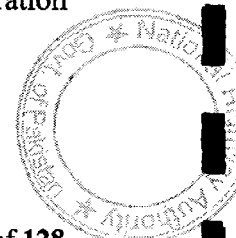
Offices and utilities for the Consultants will be financed under the Works Contract. Accommodation of the Consultant's full time and short-term supervising Personnel shall be provided in the Works Contract. Furnished field offices, material testing laboratories, and field transportation will be provided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

5.4 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, from the date of the appointment of the Consultants till the end of project duration also keeping in view Procurement of Consultancy Services Regulations, 2010.

5.5 TIME OF CONSTRUCTION

Total construction time of the project is Twenty Four (24) months.



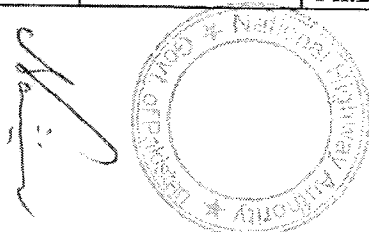
5.6 REVISION OF PC-I

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%) of construction supervision cost will be withheld from interim (monthly) invoices and released along with the final payment of the Consultants, on completion of this job.

5.7 QUALIFICATION AND EXPERIENCE REQUIREMENTS 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:

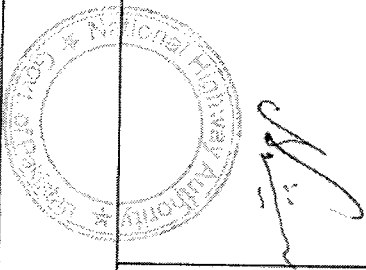
Sr. No.	Title, Experience, Qualification & Responsibilities		
	The Engineer		
	General Experience:	30 Years	
	Qualification:	Minimum:	B.Sc. (Civil Engineering)
		Desirable:	M.Sc. (Civil Engineering) with specialization in the field of Highway Engineering.
	Specific Experience:	Minimum:	He/she should 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 Works' Contractor.
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).



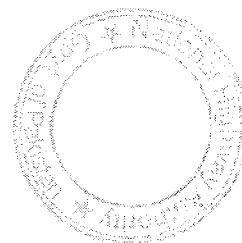
Sr. No.	Title, Experience, Qualification & Responsibilities		
		Marking:	Ph.D. – 100%; M.Sc. with additional relevant trainings from recognized organizations – 90%; M.Sc. – 80%; B.Sc. with additional courses/trainings in relevant field – 70%; B.Sc. – 60%.
	Specific Experience:	Minimum:	Fifteen (15) years of relevant experience in Design of National Highway projects having major bridges 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.
Desirable:		Eighteen (18) years of relevant experience in Design of National Highway projects having major bridges 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.	




Sr. No.	Title, Experience, Qualification & Responsibilities		
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>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.</p>
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:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she is responsible for carrying out design review of all structures including Bridges included in the project.</p>	
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.	



Sr. No.	Title, Experience, Qualification & Responsibilities		
		Desirable:	Fifteen (15) years of relevant experience in Design of National Highway projects.
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>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.</p>
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.

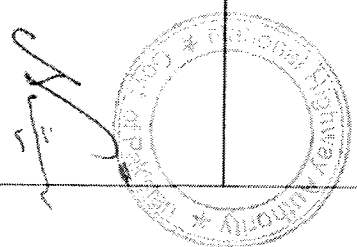



Sr. No.	Title, Experience, Qualification & Responsibilities		
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she is responsible for carrying out Traffic Analysis and Pavement Design of the road. He/she will also validate the traffic survey. 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.</p> <ul style="list-style-type: none"> ✓ 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.

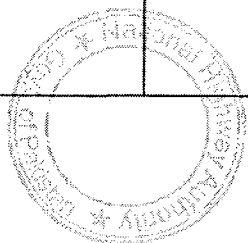
Key Personnel for Construction Supervision Phase

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:	<p>Fifteen (15) years of relevant experience including eight (08) years' experience as Resident Engineer on construction supervision of National Highway/Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>



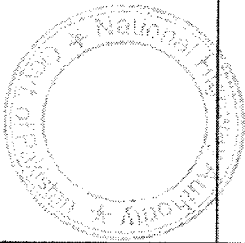
Sr. No.	Title, Experience, Qualification & Responsibilities		
		Desirable:	<p>Eighteen (18) years of relevant experience including Ten (10) years' experience as Resident Engineer on National Highway/Expressway/Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>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.</p>
2.	ARE (Highways)		
	General Experience:		20 Years
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Highway/ Transportation Engineering/ 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:	<p>Ten (10) years' relevant experience of supervising construction of National Highways projects including seven (07) years as ARE (Highways) on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>



Sr. No.	Title, Experience, Qualification & Responsibilities		
		Desirable:	<p>Fifteen (15) years' relevant experience of supervising construction of National Highways projects including ten (10) years as ARE (Highways) on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for supervision/ execution of all items of Works related to Highway.</p>
3.	ARE (Structures)		
	General Experience:	20 Years	
	Qualification:	Minimum:	B.Sc. (Civil Engineering).
		Desirable:	M.Sc. (Structure/ Bridge Engineering).
		Marking:	<p>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%.</p>
	Specific Experience:	Minimum:	<p>Ten (10) years' relevant experience of supervising construction of National Highways projects including seven (07) years as ARE (Structures/ Bridges) on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Desirable:	<p>Fifteen (15) years' relevant experience of supervising construction of National Highways projects including ten (10) years as ARE (Structure / Bridges) on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>

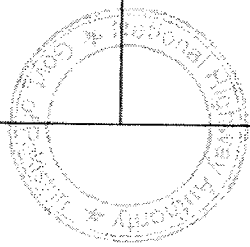



Sr. No.	Title, Experience, Qualification & Responsibilities		
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for satisfactory construction of all the structure works e.g. culverts, retaining walls, breast walls, side drains etc. He/she may also be assigned supervision tasks of Bridges in the project from piling to the completion stage by the Resident Engineer. He/she may be assigned responsibility of supervision /execution of piling, Girder (Casting, stressing and Lanching), Deck Slab (Casting & Stressing), including Fabrication and installation of expansion joints.</p>
4.	ARE (Materials)		
	General Experience:	20 Years	
	Qualification:	Minimum:	B.Sc. (Civil Engineering/ Geo-Technical Engineering)/ M.Sc. (Geology).
		Desirable:	M.Sc. (Civil Engineering/ Geo-Technical Engineering).
		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:	<p>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.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>
		Desirable:	<p>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.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>



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Sr. No.	Title, Experience, Qualification & Responsibilities		
		Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>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.</p>
5.	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:	<p>Ten (10) years' relevant experience of supervising construction of bridge projects including seven (07) years as Bridge Engineer on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workmanship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>	
	Desirable:	<p>Fifteen (15) years' relevant experience of supervising construction of bridge projects including ten (10) years as Bridge Engineer on National Highway/ Expressway/ Motorway projects.</p> <p>The Personnel is encouraged to attach at least three (03) references of high quality workman ship duly verified by the respective client(s).</p> <p>Age of expert should preferably be not more than 65 years on the date of submission of proposal.</p>	
	Responsibility:	<p>His/her responsibilities shall include but not limited to the following tasks:</p> <p>He/she will be responsible for satisfactory construction of all major/ minor Bridges 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.</p>	



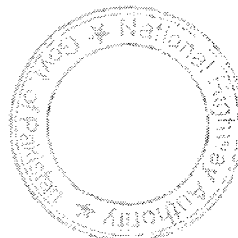
Special Note:

- (1) For Specific Experience, the ratio of weight age 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 Key Personnel shall be made on successful interview by the Client's Representative.

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Evaluation Report

EVALUATION REPORT

1. BACKGROUND

The communication link between Pindigheb and Jand is a two lane road. Rawalpindi ~ Jand ~ Kohat road (N-80) connects Jand town, which leads further towards Kohat and Peshawar through N-80 & N-55. The Pindigheb ~ Jand ~ Kohat road is an important route for population of Pindigheb, Jand and Attock for movement to KPK especially the Kohat and Peshawar.

After the inauguration of CPEC, the Pindigheb ~ Jand road has gained significance as Pindigheb ~ Jand road connects the CPEC alignment at Krapa (8 Km from Pindigheb on Jand ~ Pindigheb Road), where an interchange is provided for the facilitation of population of Pindigheb and Jand and Talagang.

Being the integral route for population of Pindigheb & Jand, it was decided by NHA officials to dualize the Pindigheb ~ Jand road along with dualization of N-80 from Jand to Kohat. Currently, the road portion from Pindigheb ~ Jand is under administrative control of Punjab Highway Department, while the road section from Jand ~ Kohat is maintained by National Highway Authority.

Dualization of Pindigheb ~ Jand ~ Kohat road will bear the traffic of CPEC and will provide fastest, efficient and short route for Pindigheb, Jand and Kohat population to KPK/Punjab.

In view of the foregoing, NHA intends to hire the services of a competent and highly experienced engineering consultancy firm/ consortium of engineering firms who demonstrates the availability of requisite technical and non-technical human resource and who bear the Pakistan Engineering Council License with relevant Code. This report covers the selection process of such a firm/JV under the provisions of prevailing Rules/ Regulations and NHA Code.

2. BRIEF DESCRIPTION OF PROJECT

The project length is 80 Km and it is conversion of a single lane road having 6 ~ 7.3 m width to 4 lane road from Krapa (Pindigheb) ~ Kohat.

The whole dualization/ improvement is asphalt bound (flexible pavement). The retaining structures have been provided at places for protection of embankment in water prone areas/ bridges location. The 4-lane highway shall conform to the following specifications:

- Total Project Length (80 Km)
- Design Speed:
 - Flat Terrain 100Km/hr
 - Mild Rolling Terrain 80 Km/hr
 - Hilly Terrain 60 Km/hr
- Road Width
 - No. of Travel Lanes 02 Lane (Additional)
 - Lane Width 3.65m each
 - Travel lane width 7.3m
 - Inner Shoulder 1 meters
 - Outer Shoulder 0.5 meters (Built-up Area)
 - Outer Shoulder 2 meters
 - Outer Shoulder 0-2 meters (Built-up Area)
- Toll Plaza & Ancillary Work

3. OBJECTIVE OF THE PROJECT

Objective of the project is to enhance the traffic mobility for the underdeveloped area of district Attock and Kohat, Punjab/KPK province and play a vital role for the development of deprived population of both the provinces. The project road is an integral connection to Kohat and Peshawar for community of Pindigheb and Jand and also connects the China Pakistan Economic Corridor (CPEC) at Krapa. It will provide the commuters of the area with fast access to the markets. Besides that, it will also reduce the travel time and hence will improve the overall socio-economic development of country.

The project provides major tangible and intangible benefits which include:

- Vehicle Operating Cost will be minimum.
- It will provide an efficient, time saving and congestion free access.

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- Massive impact of the project on land use will surely help in the progress of area and local people, as employment and business will be generated in vicinity by the implementation of the project.

4. SCOPE OF WORK

After the inauguration of China Pakistan Economic Corridor (CPEC), NHA is developing the links/connections to connect to China Pakistan Economic Corridor (CPEC). The project road is part of this program as the project road connects the CPEC at Krapa which vary in width from 6 ~ 7.3 m. Keeping in view its future demands due to connection with China Pakistan Economic Corridor (CPEC), it is necessary to dualize and improve this road as per NHA Standards and future requirements of CPEC.

Widening of this road is the utmost requirement of today to accommodate the smooth flow of CPEC traffic and facilitate the road users of the area. This project will extend its benefits to the adjoining area by increasing their mobility and accessibility to a good quality road. This project by increasing the living standards of the population of the surroundings will also help in reducing Vehicle Operating Cost and Journey Time thus boosting economic condition of the surrounding people and the country.

The project connects majorly Kohat and Peshawar with Pindigheb and Jand tehsils of District Attock and vice versa. The connection of project road with CPEC will connect Kohat and Peshawar cities with CPEC, hence will become the source of improvement in trade of both the cities.

Consultants are required to carry out following activities within the stipulated time for the contract:

- (i) The Consultants will carry out a critical review of the detailed engineering design prior to the commencement of Works to identify anomalies or omissions that constitute inconsistency in the design and completeness of Works. On completion of the review, the Consultants will prepare a report, setting out all findings and recommendations for correcting any defects or omissions identified.

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- (ii) Civil Works will be carried out based on the FIDIC Conditions of Contract for Construction. The Consultants will administer the Work's contract(s), make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely responses to the Contractor(s) in all matters relating to the Works, and ensure that all clauses of the contract agreement between the Works Contractor(s) and NHA are adhered to.
- (iii) The Consultants will advise NHA on all matters relating to the efficient and successful execution of the Works contract(s), and will act at all times to protect the interests of the project and will take all reasonable steps to keep the construction cost to a minimum, consistent with sound economic and engineering practices; and will prepare a "Contract Administration and Construction Supervision Manual" outlining routines and standard operating procedures to be applied in contract administration and construction supervision, based on sound internationally recognized practice.

5. **PC-I STATUS**

The ECNEC approved the subject project in its meeting held on 29-08-2017 at the rationalized scope and cost of Rs.18,700 million without FEC. This information is extracted from the MoC Letter No.5(2)/2017-Roads-I dated 4th October, 2017 which is enclosed for record (**Ref: Annexure-A**).

6. **TIME PERIOD**

The project is scheduled for completion in **Thirty nine (39)** months, consisting of twenty four (24) months period for Design Review and Construction Supervision, twelve (12) months for Defects Notification Period and two (02) months for finalizing the Contractors' bills.

7. **ADVERTISEMENT**

RFP Notice for subject Services Project was advertised in two daily newspapers namely: Daily The NEWS (English Newspaper), Roznama EXPRESS (Urdu Newspaper) on 29th December, 2017. The newspaper clippings are enclosed for record: (**Ref: Annexure-B**).

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8. PRE-PROPOSAL MEETING

The Pre-Proposal meeting was held on 4th January, 2018 at 1100 hrs in NHA Auditorium, HQs Islamabad. Minutes of Pre-Proposal meeting and Addendum No.1 were issued vide NHA letter No.6(460)/DIR-III (P&CA)/NHA/18/26 dated 19th January, 2018. The proceedings of the Pre-Proposal Meeting i.e. Minutes of Pre-Proposal Meeting and Addendum No.1 and record of attendance of the participants are enclosed (**Ref: Annexure-C**).

9. SUBMISSION/ OPENING OF PROPOSALS

9.1 Following seven (07) consultancy firms/ JVs submitted their technical and financial proposals on 23rd January, 2018:

1. M/s Engineering General Consultants (Pvt.) Ltd. in JV M/s Associated Consulting Engineers - ACE (Pvt.) Ltd. and M/s Rehman Habib Consultants (Pvt.) Ltd.;
2. M/s EA Consulting (Pvt.) Ltd.;
3. M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Associated Consultancy Centre (Pvt.) Ltd. and M/s Babar's Associates;
4. M/s National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK) in JV with M/s Turpkpak International (Pvt.) Ltd.;
5. M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Structural Engineering Solutions;
6. M/s Indus Associated Consultants (Pvt.) Ltd. in JV M/s Umar Munshi Associates and M/s Electra Consultants - Peshawar;
7. M/s Asif Ali & Associates (Pvt.) Ltd. in JV M/s A.A. Associates and M/s Engineering Consultancy Services Punjab (Pvt.) Ltd.

9.2 The Opening and Evaluation Committee constituted in respect of NHA Code-2005, Volume-I and further revised vide Circular No. 6(/GM(P&CA)/NHA/15/116, dated 23rd January, 2015 was invited vide office letter No.6(460)/DIR(P&CA)-III/NHA/18/30 dated 22nd January, 2018 for opening of proposals. The technical proposals were opened on 23rd January, 2018 in the presence of authorized representatives of the consultants. The proceedings of the proposals opening are enclosed (**Ref: Annexure-D**).

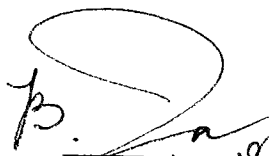
10. EVALUATION

10.1 EVALUATION CRITERIA

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

Description/ Items	Points
1. Experience of the Firm	100
1-a. General Experience in road Transport Sector	(25)
1-b. Specific Experience related to particular Assignment (Construction supervision of at least one Bridge over a major River with total length of 500 M minimum)	(75)
2. Approach & Methodology	250
2-a Appreciation of the Project	(70)
(i). Evidence of Site Visit with Photographs	(30)
(ii). Clarity of appreciation	(20)
(iii). Comprehensiveness of appreciation	(20)
2-b Problem Statement/ Understanding of Objectives	(50)
(i). Identification of Problems/ Objectives	(30)
(ii). Components of Proposed Services	(20)
2-c Methodology	(80)
(i). Proposed Solutions for this Project	(30)
(ii). Quality of Methodology	(20)
(iii). Conciseness, clarity and completeness of proposal	(30)
2-d Suggested changes for improvement in TOR	(10)
2-e Work Program	(20)
2-f Staffing Schedule	(20)
3. Key Personnel	450
4. Performance Certification from clients	100
5. Present Commitments (current engagement and available strength - justification)	50
6. Transfer of Knowledge * (Methodology/ Plans)	50
Total Points:	1000

Minimum qualifying technical score 70%



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- * Transfer of knowledge would be in the form of joint venture with new/ less experienced firm(s) by sharing at least 20% of Assignment with them for promoting the consultancy industry in the country.

The percentage distribution of weight-age 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%

10.2 DETAILED EVALUATION

The technical score achieved as a result of evaluation of each of the received technical proposal by the Planning, Design, and P&CA Sections independently is tabulated as under:

Sr. No.	Name of Consultants/ JVs	Score	Rank
1.	M/s National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK) in JV with M/s Turkpak International (Pvt.) Ltd.	767	1 st
2.	M/s Engineering General Consultants (Pvt.) Ltd. in JV M/s Associated Consulting Engineers - ACE (Pvt.) Ltd. and M/s Rehman Habib Consultants (Pvt.) Ltd.	743	2 nd
3.	M/s EA Consulting (Pvt.) Ltd.	739	3 rd

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4.	M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Associated Consultancy Centre (Pvt.) Ltd. and M/s Babar's Associates	726	4 th
5.	M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Structural Engineering Solutions	722	5 th
6.	M/s Indus Associated Consultants (Pvt.) Ltd. in JV M/s Umar Munshi Associates and M/s Electra Consultants - Peshawar	708	6 th
7.	M/s Asif Ali & Associates (Pvt.) Ltd. in JV M/s A.A. Associates and M/s Engineering Consultancy Services Punjab (Pvt.) Ltd.	620	7 th

10.3 The Summary Evaluation Sheet (SES) and Personnel Evaluation Sheets (PES) as per technical evaluation carried out on the basis of which the entries are made in table under Para 10.2 are enclosed (Ref: Annexure-E).

11. RECOMMENDATIONS

11.1 As mentioned in table under Para 10.2 above, following six (06) consultancy firms/JVs achieved more than minimum passing score of 70% in the technical evaluation as per the evaluation criteria stipulated in the RFP:

- i. M/s National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK) in JV with M/s Turkpak International (Pvt.) Ltd.;
- ii. M/s Engineering General Consultants (Pvt.) Ltd. in JV M/s Associated Consulting Engineers - ACE (Pvt.) Ltd. and M/s Rehman Habib Consultants (Pvt.) Ltd.;
- iii. M/s EA Consulting (Pvt.) Ltd.;
- iv. M/s Prime Engineering & Testing Consultants (Pvt.) Ltd. in JV with M/s Associated Consultancy Centre (Pvt.) Ltd. and M/s Babar's Associates;
- v. M/s PEAS Consulting (Pvt.) Ltd. in JV with M/s Structural Engineering Solutions;
- vi. M/s Indus Associated Consultants (Pvt.) Ltd. in JV M/s Umar Munshi Associates and M/s Electra Consultants - Peshawar.

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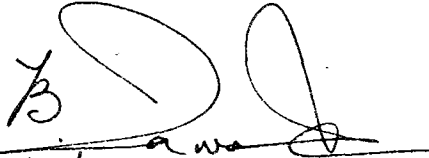
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11.2 Foregoing in view, the Opening and Evaluation Committee recommends that the evaluation of technical proposals may be approved and permission may be accorded to open the financial proposals of consultancy firms/JVs mentioned under Para 11.1 above.

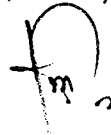
12. SUBMISSION

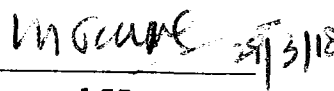
The Opening and Evaluation Committee submits Para 11/N for kind perusal and approval of **Member (Engg. Coord.)**, please.



 28/3/2018
Deputy Director
 (P&CA)-II



 28/3/2018
Director
 (P&CA)-III

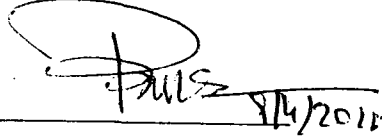

 28/3/2018
Director
 (Planning)


 28/3/2018
General Manager
 (Engg. Coord.-II)/
 Const.


 28/3/18
General Manager
 (Design)



General Manager
 (P&CA)


General Manager
 (Finance)


 28/3/2018
General Manager
 (Planning)
Convener

MEMBER (ENGG. COORD.)

13.



14. OPENING OF FINANCIAL PROPOSALS

Subsequent upon the approval of Member (Engg. Coord.) vide Para 13 above, the financial proposals of following six (06) technically qualified JV firms were opened on 11th April, 2018 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 opening are attached **(Ref: Annexure-F)**. The financial proposals of the consultants as announced during the financial opening are as under:-

Names of the Lead Firms	Salary Cost/ Remuneration	Direct Cost (Non-Salary)	Sub Total:	Sales Tax on Services @ 16%	Contingency	Grand Total:
M/s NESPAK	107,964,700	500,000	108,464,700	17,354,352	-	125,819,052
M/s EGC	137,918,164	1,960,000	139,878,164	22,066,906	-	161,945,070
M/s EA	165,939,600	2,820,000	169,759,600	27,161,536	-	196,921,136
M/s Prime	124,989,843	3,720,000	128,709,843	20,593,575	-	149,303,417
M/s PEAS	101,210,878	980,000	102,190,878	16,350,540	-	118,541,418
M/s Indus	110,630,784	3,040,000	113,670,784	18,187,325	-	131,858,109

15. ARITHMETIC ERRORS & INCONSISTENCIES

- 15.1 The arithmetic errors and other additions/ omissions found in the above listed financial proposals are corrected and the worksheets for application of corrections with justifications are attached **(Ref: Annexure-G)**.
- 15.2 The comparative statement for all six financial proposals is attached **(Ref: Annexure-H)**.

16. 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:

Where, $S_i = (1000 \times F_m) / F$
 F_m = Lowest Financial Proposal
 F = amount of specific financial proposal

17. COMBINED EVALUATION

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

Names of the Lead Firms	Description		
	Quoted Amount	Evaluated Amount	Financial Score
M/s PEAS	118,541,418	118,541,418	1000
M/s NESPAK	125,819,052	125,819,052	942
M/s Indus	131,858,109	131,858,109	899
M/s Prime	149,303,417	149,303,417	793
M/s EGC	161,945,070	165,966,763	713
M/s EA	196,921,136	192,745,136	614

17.2 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) x T + S(f) x F	Rank
M/s NESPAK	767	0.80	614	942	0.20	188	802	1 st
M/s PEAS	722	0.80	578	1000	0.20	200	778	2 nd
M/s Indus	708	0.80	566	899	0.20	180	746	3 rd
M/s Prime	726	0.80	581	793	0.20	159	740	4 th
M/s EGC	743	0.80	594	713	0.20	143	737	5 th
M/s EA	739	0.80	591	614	0.20	123	714	6 th

18. RESULT OF COMBINED EVALUATION

As a result of Combined Evaluation, M/s National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK) in JV with M/s Turpkak

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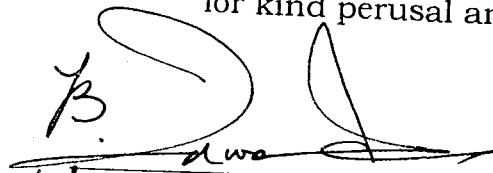
International (Pvt.) Ltd. is the highest ranked Consultants with evaluated consultancy cost: Pak. Rs. 125,819,052/-.

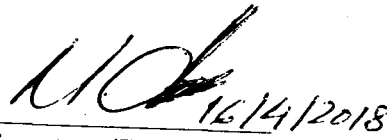
19. RECOMMENDATION BY THE EVALUATION COMMITTEE


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 National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK) in JV with M/s Turkpak International (Pvt.) Ltd. the highest ranked Consultants may be invited to negotiate the Contract for Consultancy Services for "Design Review and Construction Supervision for Dualization and Improvement of Pindigheb - Kohat Road 80 Km (N-80)".

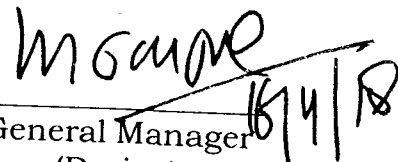
20. SUBMISSION


The Proposals Opening & Evaluation Committee submits Para 19/N for kind perusal and approval of **Member (Engg. Coord.)**, please.

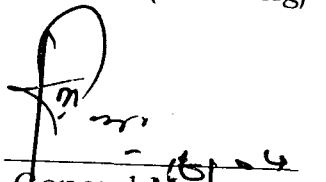

16/4/18 Deputy Director
(P&CA)-II



16/4/2018
Director (P&CA)-III

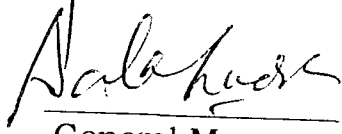

16/4/2018
Director (Planning)


16/4/18
General Manager
(Design)


General Manager
(P&CA)


16/4/18
General Manager
(Engg. Coord.-II GoP)


17/4/2018
General Manager
(Planning)
Convener


General Manager
(Finance)

MEMBER (ENGG. CCORD.)
21.



Contract Negotiation

22. **NEGOTIATION MEETING**

Subsequent upon approval of Member (Engg. Coord.) for Combined Evaluation Report, M/s NESPAK (Pvt.) Ltd. in JV with M/s Turpkak International (Pvt.) Ltd. the highest ranked Consultants were invited vide NHA Letter No.6(460)/DIR(P&CA-III)/NHA/18/238 dated 29th April, 2018 for contract negotiations. The contract negotiation meeting was held on 3rd May 2018.

23. **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 (Engg Coord.-II)-GoP/Const. |
| c) GM (Design) | d) GM (Finance) |
| e) GM (P&CA) | f) Director (Planning) |
| g) Director (P&CA) – III | h) Deputy Director (P&CA) – II |

The contract negotiations with the highest ranked Consultants were successful and the draft contract was also finalized/ agreed at the amount of Pak. Rs.125,819,052/- (inclusive of all types of Federal, Provincial and Local Taxes including 16% GST on remuneration of Key Personnel, Non-Key Personnel and Direct Non-Salary Costs). The proceedings of contract negotiation meeting have been covered in the minutes of contract negotiation which along with attendance record of the participants (Negotiation Committee members and authorized representatives of the Consultants) are attached for reference and record (**Ref: Annexure-I**).

24. **POWERS FOR AWARD OF CONSULTANCY SERVICES**

Reference is made to Chapter No.4, "Engaging Consultants & Administration of Consultancy Services" of NHA Code-2005 Volume-I, Page 83 under section-II "Powers", sub-section (2) - Local Consultants, in Table IV-2, row No. A (i); NHA Executive Board has Full Powers for approval of cost of local consultancy services and acceptance of bid for engagement of consultants.

25. **RECOMMENDATIONS**

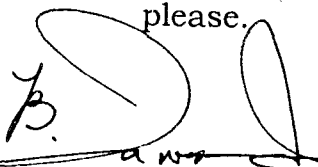
- 25.1 The Opening & Evaluation Committee recommends that proposal for award of Consultancy Services for "Design Review and Construction Supervision for Dualization and Improvement of Pindigheb ~ Kohat


Road 80 Km (N-80)" to M/s NESPAK (Pvt.) Ltd. in JV with M/s Turpak International (Pvt.) Ltd. at the evaluated/ agreed financial proposal of Pak. Rs.125,819,052/- (Pakistani Rupees One Hundred Twenty Five Million, Eight Hundred Nineteen Thousand, and Fifty Two Only) may be presented before NHA Executive Board in its upcoming meeting for approval.


25.2 The Opening & Evaluation Committee also submits the minutes of contract negotiation meeting at Annex-I for kind perusal of Member (Engg. Coord.) and approval of Chairman NHA.

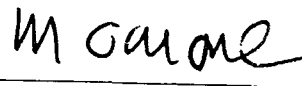
26. **SUBMISSION**

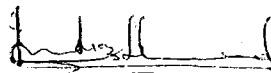
The Committee submits Para 25 for approval of **Chairman, NHA**, please.



 18.05.2018
 Deputy Director
 (P&CA-II)

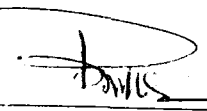

 18/5/2018
 Director (P&CA-III)

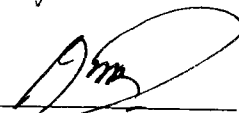

 18/5/2018
 Director (Planning)


 General Manager
 (Design)


 General Manager
 (P&CA)


 18/5/18
 General Manager
 (Engg. Coord.-II)
 GoP/Const.


 18/5/2018
 General Manager
 (Planning)
Convener


 General Manager
 (Finance)

MEMBER (ENGG. COORD.)

27.



CHAIRMAN NHA

28.





Contract Document

7-18-16



NATIONAL HIGHWAY AUTHORITY

Procurement & Contract Administration Section

28 Mauve Area, G-9/I, Islamabad ☎ 051-9032727, ☎ 051-9260419

Ref: 6(460)/Dir (P&CA)-III/NHA/18/355

1st August, 2018

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

Address: Highways & Transportation Engg. Section, NESPAK House, 2nd Floor, Attaturk Avenue, Sector G-5/2, Islamabad **Pakistan,**

Phone: +92-51-9221910-13 Ext: 211-13

Fax: +92-51-2274016

Email: nespak.htes@gmail.com

Subject: **Consultancy Agreement for:**
Design Review and Construction Supervision for Dualization and Improvement of Pindigheb ~ Kohat Road 80 Km (N-80)

The Consultancy Agreement for the subject Services duly signed on 30th July, 2018, between National Highway Authority and the Consultants, M/s National Engineering Services Pakistan (Pvt.) Ltd. in JV with M/s Turpkak International (Pvt.) Ltd., is enclosed for your further necessary action, please.

(MUHAMMAD AZAM)
Director (P&CA)

Encl: As mentioned above

Distribution:

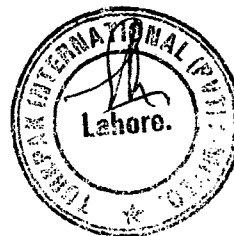
- General Manager (Design), NHA, Islamabad;
- General Manager (Construction-South), NHA, Kohat;
- Project Director (Package-1, Kohat via Jand), NHA, Pindigheb;
- Project Director (Package-3, Kohat via Jand), NHA, Pindigheb;
- General Manager (B&A) NHA, Islamabad;
- The Engineer;
- P&CA Record (Copy & Original Consultancy Agreement).
- National Accountability Bureau (NAB), Islamabad;

Copy for kind information:

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

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TURKPAK INTERNATIONAL (PRIVATE) LIMITED
ENGINEERING AND CONSULTANCY SERVICES



NESPAK, IEEEP Building, 17-C, Block-1, Civic Center Faisal Town, Lahore-Pakistan

TP/NHA/DRCSPK/CA/2018

July 17, 2018

To: **The General Manager (P&CA),**
National Highway Authority,
Islamabad.

**Design Review and Construction Supervision for Dualization
& improvement of Pindi Gheib – Kohat Road 80 km (N-80)**

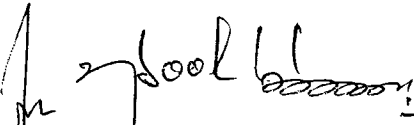
POWER OF ATTORNEY

Dear Sir,

We hereby authorize Mr. Shahid Rahman, Chief Architect M/s TURKPAK International (Pvt.) Ltd. having CNIC No. 35202-7078615-9 to sign the Consultancy Agreement with National Highway Authority (NHA) as authorized representative of our company for the subject project.

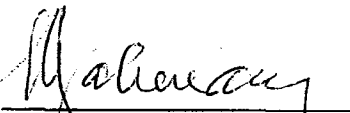
Truly yours.

For
TURKPAK International (Pvt.) Ltd.



Mohammad Omer Qayyum
Executive Director.





Specimen Signature of
Authorized Representative



Initial



Agreement Between NHA & Nafpa.

507 244
/ 02-07-18

For Const Supervision of Ringhah (atit Road)

MAS ABAS AZAL
Stamp V
Lic. No. DR/1257016
F-8/3, Islamabad



Agreement Between WPA & WSP

50 / 25
/ 02-07-18

For const supervision of Rindighab Khat Road.

ALI ABBAS AFZAL
Stamp No. 12
Lic. No. ORA/287/2018
F-33, Islamabad

Agreement between NHA & NCS Pale

501296
/02-07-18

For const supervision of Rindiyah Ichit Road.

ALI ABDUL AZIZ
Stampendor
Lic. No. DRA/267/2015
P-23, Islamabad



Faint, illegible text or stamp at the bottom left of the page.

Agreement Between NHIA & NBSPC 501/297
For const supervision of Pindighab
Korat Road. 102-07-18

ALI AGHAS APZAI
Stamp Ver
Lic. No. DRA/297/2018
P.O. Islamabad