

## 266<sup>th</sup> EXECUTIVE BOARD MEETING

(Jun 29, 2016)

### AGENDA ITEMS

<b>1.</b>	Confirmation of Minutes – 265 <sup>th</sup> Meeting of the Executive Board held on Jun 14, 2016
<b>2.</b>	Addendum No. 04 of M/s Republic Engineering Corporation (REC) (Pvt) in association with M/s Umer Munshi Associates for Construction of Sultan Bahoo Bridge Project Over River Chenab Linking Shorkot & Garh Maharaja
<b>3.</b>	Revised PC-I: Dualization of Sakrand – Shaheed Benzirabad Project
<b>4.</b>	PC-I for Improvement and Rehabilitation of remaining portion from National Highway N-25 Kararo Wadh Section from Km 222 to 318 Km
<b>5.</b>	Consultancy Service for Social Safeguard Management Consultant (SSMC) of Hassanabdal – Havelian Expressway (E-35) Project: VO 2 for Additional Key Staff (Database/ MIS and M&E Specialists)
<b>6.</b>	Addendum No. 3 and Extension of Time (EOT) of M/s Euro Consultant (EC) Pakistan (Pvt.) Ltd of Supervisory Consultant on Rehabilitation work of Airport Road Project (690+000 to 697+700) (N-25)
<b>7.</b>	Trauma Centers and Ambulance Services on Motorways
<b>Adl I.</b>	Award of Works for China Pakistan Economic Corridor (CPEC) Westren Route: Hakla (on M-1) to D.I. Khan Motorway: Package-3 Tarap to Kot Belian (Km 0+000 to Km 52+500)
<b>Adl II.</b>	Full and Final Settlement of Claims/ Disputes Between NHA and M/s GRC-CCPG JV pertaining to Contract “Construction of West Bank Bypass in Muzaffarabad City (AJK) Package-I”
<b>Adl III.</b>	The Functions, Duties, Responsibilities and Selection of “The Engineer”
<b>Adl IV.</b>	Award of Operation & Management (O&M) Contractors of 16x Manual Toll Plazas on National Highway Network FY 2016-17

**Agenda Item No --- 1 ----**

Confirmation of Minutes – 265<sup>th</sup> meeting of the  
Executive Board held on Jun 14, 2016

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Confirmed minutes already have uploaded on NHA website

**NATIONAL HIGHWAY AUTHORITY  
Construction Wing**

**Construction of Sultan Bahoo Bridge Project Over River Chenab  
Linking Shorkot & Garh Maharaja**

**Addendum No.04  
For Extension of Consultancy Services  
For Construction Supervision**

**Working Paper  
For Executive Board**

**NATIONAL HIGHWAY AUTHORITY  
CONSTRUCTION WING**

**Working Paper for the Executive Board**

**Sub: Construction of Sultan Bahoo Bridge Over River Chenab Linking Shorkot and Garh Maharaja :ADDENDUM NO. 04 OF M/S REPUBLIC ENGINEERING CORPORATION (PVT) LTD. IN ASSOCIATION WITH M/S UMER MUNSHI ASSOCIATES**

**1) Background**

National Highway Authority (NHA) is constructing Bridge Over River Chenab Linking Shorkot & Garh Maharaja, District Jhang, as per the Directive of Prime Minister Secretariat No. JS (CP)/A-91/Dev/1514/09, dated 24.10.2009.

The Executive Committee of National Economic Council (ECNEC) considered the summary dated 17<sup>th</sup> January 2010 submitted by the Planning Commission / Planning & development Division on "Construction of Bridge across River Chenab Linking Shorkot & Garh Maharaja" and approved the project.

The project consists of following packages.

- ❖ Package I: Main Bridge.
- ❖ Package II: Approach Road, Drainage and Erosion works at Garh Maharaja side
- ❖ Package III: Approach Road, Drainage and Erosion works at Shorkot side.
- ❖ Package IV: Flood Protection Bund on Garh Maharaja Side
- ❖ Package V: Construction of J-Spur on Garh Maharaja Side
- ❖ Package VI: Construction of J-Spur & Raising of Existing Dyke on Shorkot Side

The construction of Package-I is being carried out by M/s Sh. Abdul Razzaq & Co. (SARCO) Jv Mishal Sania (Pvt) Ltd, Package-II by M/s Hidayat Ullah Khan & Co, Package-III by M/s Friends Enterprises & HNAC (Jv), Flood Protection Bund on Garh Maharaja side by M/s SACHAL-TTC (Jv), construction of J-spur on Garh Maharaja Side and Construction of J-Spur & Raising of Existing Dyke on Shorkot Side by M/s Chaudhry Construction Company.

The construction supervision for all packages is being carried out by M/s Republic Engineering Corporation (REC) Consulting Engineers in association with M/s Umar Munshi Associates.

**2) Location and Layout Plans**

The subject bridge is under construction over River Chenab Linking Garh Maharaja on the western side and Shorkot on the eastern side. The project site is located in district Jhang approximately 45 Km. downstream of the Trimmu Headworks, on River Chenab. Geographically the project is located at 30 56 "latitude and 72 20" longitude. Shorkot city located on the left bank of River Chenab is connected to Multan, Jhang, Toba Tek Singh and Faisalabad. Garh Maharaja Town located on the right bank is connected to Layyah and Bhakkar. Location and layout plans of bridge and its approaches are attached as Annexure-A.

3) **Original Consultancy Agreement**

As per letter of Acceptance No.6( )/GM(P&CA)/NHA/10/674 dated 28<sup>th</sup> May 2010, the agreement of consultancy services for Design Review and Construction Supervision of Sultan Bahoo Bridge was signed between NHA & Republic Engineering Corporation in Association with Umar Munshi Associates on 27<sup>th</sup> July 2010. The original agreement at the cost of Rs.32,374,320/- was for 36 months with provision of consultant staff strength as per TOR based on entire project as one package.

4) **Addendum No.01**

Instead of one package, Sultan Bahoo Bridge Project was divided into following three packages awarded to three different contractors.

Package I:	Main Bridge.
Package II:	Approach Road & Right Guide Bank at Garh Maharaja Side
Package III:	Approach Road & Left Guide Bank at Shorkot Side.

This necessitated Addendum No.01 to cover the cost of additional site staff to cope with the actual requirement for construction supervision of three packages and reappropriation of man months. Accordingly the Addendum No.01 was approved by NHA competent Authority.

5) **Addendum No.02**

The contractors of Package-I, II & III were unable to complete the work in original contract period and were awarded Extension of Time upto 12<sup>th</sup> March 2013, 21<sup>st</sup> January 2013 & 31<sup>st</sup> October 2013 respectively, on the basis of design changes due to Model Study, effects of floods 2010, 2011 & 2012 and delay in payments etc. Also for additional work of Garh Maharaja Side Flood Protection Bund, additional staff consisting of one Site Inspector, one Assistant Surveyor & one Lab. Technician were deployed with due approval by Member (Const) NHA conveyed by PD, Sultan Bahoo Bridge vide letter No.(22)/PD/NHA/SBB/12/871 dated 3rd October 2012. To cover the cost for extension of consultants supervisory staff for Package-I, II & III and additional staff for flood protection bund upto 31<sup>st</sup> December 2013, Addendum No.02 was initiated and was approved by NHA Competent Authority.

6) **Addendum No.03**

The contractors of Package-I, II, III were not able to complete the project works even by December 2013 due to affects of heavy flood 2013 & delay in payments etc. Extensions for Package-I & II were recommended by the Engineer upto 31<sup>st</sup> August 2014 & for Package – III upto 17<sup>th</sup> September 2014. The EOT for Package – I and Package – II were approved by NHA upto 31<sup>st</sup> August 2014 & 31<sup>st</sup> May 2014 respectively & for package III upto 28<sup>th</sup> August 2014. As regards Flood Protection Bund on Garh Maharaja Side, work remained suspended due to land acquisition problem and could not be resumed even by 30<sup>th</sup> June 2014, the EOT recommended by the Engineer. EOT for the same was further approved by NHA upto 31<sup>st</sup> October 2014. Furthermore for supervision of additional work of J-Spur and raising of existing dyke on Shorkot side, one Site Inspector, one Lab. Technician & one Assistant Surveyor were deployed as per approval by Member (Const) NHA vide letter No. Dy. Director (Const-North)/NHA-HQ/2013/337 dated 28.11.2013. Accordingly Addendum No. 03 necessitated to cover the variation in cost of consultancy services upto 31<sup>st</sup> August 2014 except Bridge Engineer upto 28<sup>th</sup> Feb-2014 and one Lab. Technician upto 31<sup>st</sup> March 2014 for Package -I (Main Bridge) was initiated which was approved by NHA Executive Board.

7) **Addendum No. 04:**

Addendum No.04 is necessitated to cover the variation in cost of consultancy services for supervision of remaining project works upto 31<sup>st</sup> May 2016. The status of progress of all packages of the project is as under:-

**Package-I (Included in Original Contract):** The progress achieved upto August 2014 was 90%. The major remaining works were construction of approach slabs, concrete barriers, kerbs & concrete screed on deck slab, side walk, fixation of expansion joints, installation of guard rails, pavement for asphaltic wearing course and completion of 75 meters approach roads adjoining abutments on both sides. The progress achieved upto May 2016 is 99.81 %. All works have been completed except pavement marking and fixation of pavement studs.

**Package-II (Included in Original Contract):** The progress achieved upto August 2014 was 54%. The major remaining works were subgrade, sub base, Aggregate base course, asphaltic concrete wearing course, shoulders, parapet walls, concrete chutes, pavement marking, grass sodding etc for approach road on Garh Maharaja side as well as formation of embankment, stone apron and riprap class-C for right guide bank. The work remained suspended for about 5 months as a result of notice of suspension of work served by contractor due to delay in payments. The work resumed in August 2014 after partial payment of outstanding liabilities was again suspended due to heavy flood in river Chenab in September 2014 and breaching of approach road to save Garh Maharaja Town causing additional earthwork of 90,000 m<sup>3</sup> for reconstruction of breached scoured section. Also due to change of flow pattern of river after flood 2014 resulting in active river channel along right Guide Bank, the stone apron work involved 101,697 M<sup>3</sup> direct stone dumping in flowing water necessitating extension of time. The progress achieved upto 31<sup>st</sup> May 2016 is 97.5 %. The Rip Rap class C work is in progress whereas Pavement Marking and Pavement studs works are remaining. The contractor's EOT - 4 has been approved upto 11th May 2016.

**Package-III (Included in Original Contract):** The progress achieved upto August was 77%. Remaining works were aggregate base course, wearing course, shoulders, parapet walls, concrete chutes, pavement marking, Road Signs, Kilometer Posts, Pavement Studs, grass sodding and connecting ramps etc. for approach road on Shorkot side as well as, stone apron and riprap class-C for Left Guide Bank. The progress achieved upto 31<sup>st</sup> May 2016 is 99%. Pavement Marking and Pavement studs works are remaining. The EOT - 4 has been approved upto 26th March 2016.

**Flood Protection Bund Towards Garh Maharaja Side (Additional Work):** The suspended work due to land acquisition problem was resumed by contractor upon handing over of 4 Km length on U/S side by NHA out of total length of 8 Km on 4<sup>th</sup> July 2014. The progress achieved upto August 2014 was 17%. As a result of heavy flood 2014, the progress badly suffered due to damage to executed work and inundation of borrow areas. So far construction of Flood Protection Bund and 3 ramps is completed whereas, construction of 4 No. ramps is in progress. The progress achieved upto 31<sup>st</sup> May 2016 is 98.90 %. The EOT- 4 upto 24th February 2016 is under process.

**Construction of J-Spur on Garh Maharaja Side (Additional Work):** Although date of commencement was 12<sup>th</sup> June 2013 with contract period of 9 months but contractor did not mobilize due to land acquisition problem. After resolution of land acquisition issue, the contractor commenced the work during last week of January 2015. The progress achieved upto 31<sup>st</sup> May 2016 is 79.10%. The completion date based on 9 months contract period was 31st October 2015. The contractor's request for Extension of Time upto 29th Feb. 2016 is under process.

**Construction of J-Spur & Raising of Existing Dyke on Shorkot Side (Additional Work):** The progress achieved upto August was 51%. The outstanding works were embankment work for J-Spur and raising of existing dyke as well as stone apron and rip rap Class-C for J-Spur. Due to heavy flood 2014 in river Chenab in 2014, not only the work remained suspended for 2 months, but also executed work of embankment for J-Spur was damaged involving reconstruction. All works have been completed and taking over certificate has been issued.

executed work of embankment for J-Spur was damaged involving reconstruction. All works have been completed and taking over certificate has been issued.

**8) Cost of Addendums**

(i)	Original Consultancy Cost	=	Rs.32,374,220/-
(ii)	Cost of Addendum No. 01 (Approved)	=	Rs. 7,054,792/-
(iii)	Cost of Addendum No. 02 (Approved)	=	Rs. 5,719,002/-
(iv)	Cost of Addendum No. 03 (Approved)	=	Rs.11,986,241/-
(v)	Cost of Addendum No. 04	=	Rs.20,223,112/-
(vi)	Revised Consultancy Cost upto Addendum No. 03 (Approved)	=	Rs.57,134,255/-
(vii)	Revised Consultancy Cost upto Addendum No. 04	=	Rs.77,357,367/-
(viii)	%age Increase w.r.t. Addendum No. 03	=	35.40%
(ix)	%age Increase w.r.t. Original Cost	=	138.95%
(x)	Cost of Escalation (Not included in original consultancy cost but separately payable) from July 2011 to May 2013 inadvertently included in actual remuneration cost causing deficit in approved contract cost upto Addendum. 03	=	Rs. 4,212,115/-
(xi)	Total cost of Addendum No. 04 including above mentioned escalation =(V + X)	=	Rs.24,435,227/-
(xii)	Gross Amount for approval upto Addendum. 04 Including Rs. 4,212,115 escalation	=	Rs.81,569,482/-
(xiii)	Total increase w.r.t. original cost	=	Rs.49,195,262/-
(xiv)	% age increase w.r.t. original cost	=	151.96 %

(138.95% increase for remuneration cost w.r.t. original consultancy cost and 13.01% above mentioned escalation cost.

**9) Consultancy Cost in Revised PC-1**

Provision in Revised PC-1	=	Rs.67,000,000/-
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**10) Extension of Consultancy Services for Construction Supervision**

Extension already approved as per Addendum No.03 upto 31<sup>st</sup> August 2014  
Further Extension considered for Addendum No.04 upto 31<sup>st</sup> May 2016 (21 Months)

**11) Decision Requested**

NHA Executive Board is requested to accord approval for revised cost of Rs.81,569,482/- upto Addendum No. 04 involving 151.96 % increase in original consultancy cost.

**NATIONAL HIGHWAY AUTHORITY**  
**CONSTRUCTION WING**

Working Paper  
For the Executive Board

Sub:- **DUALIZATION OF SAKRAND SHAHEED BENAZIRABAD ROAD, PROJECT: REVISED PC-I**

**Background:**

The up-gradation of Sakrand-Shaheed Benazirabad road project was required to facilitate the traffic between Shaheed Benazirabad and Sakrand (at National Highway N-5) through reduction in travel time and operating cost at the most economical and financially sustainable level.

The alignment crosses the major Rohri canal, which features the Biggest structure along the road, and a couple minor distributaries further cut across at different locations. Gradients are very general and alignment is almost 100% in a fill/embankment mode.

Realignment was undertaken mainly due to land acquisition constraints during the execution phase of the project. Change in design and prolonged execution of the project can be considered as main factors which resulted in cost over-run of the project. This has resulted in the necessity to revise the PC-I.

**Introduction:**

As per original PC-I project starts from Sakrand Bypass and ends at Nawabshah (Km. 21+390 + 1+900, Link Road). Due to land acquisition, resettlement and utilities problem it was not possible to construct road on proposed alignment therefore alignment was revised. The stretch from start of bypass Km 0+00 to Km 3+250 has been dualized, from Km 3+250 to Shaheed Benazirabad City (Km 21+390) single lane road has been constructed except dualized section at end (0.704 Km).

**Justification of Revised PC-I:**

Following can be attributed as main factors which necessitated in revision of the PC-I:

- a) Re-alignment due to issues of land acquisition, better and well suited alignment was adopted.
- b) Profile of the road was raised taking into consideration the water table of the ar



**NATIONAL HIGHWAY AUTHORITY**  
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Working Paper  
For the Executive Board

- c) Interchange at N-5 was constructed which was not in the original plan.  
d) Addition of 4-Lane road (3.25+0.74=3.99 Km)

**Comparison of Original and Revised PC-I:**

**Rs in Million**

<b>Sr. No</b>	<b>Bill No.</b>	<b>Description</b>	<b>Amount Org PC-I</b>	<b>Amount Rev PC-I</b>
1	Bill No.01	Earthwork	110.485	456.978
2	Bill No.02	Sub Base and Base Course	453.254	434.626
3	Bill No.03	Surfacing	145.949	173.950
4	Bill No.04 (a)	Structures-Culverts	12.246	201.302
	Bill No.04 (b)	Structures-Bridges	56.914	24.524
	Bill No.04 (c)	Round About No.01 at South End	28.698	-
	Bill No.04 (d)	Round About No.02 Near Sakrand	41.574	-
	Bill No.04 (e)	Round About No.03 at North End	37.574	-
5	Bill No.05	Drainage and Erosion control works.	1.977	89.547
6	Bill No.06	Ancillary works	69.973	70.011
7	Bill No.07	General Items	45.052	84.098
		<b>Sub-Total</b>	1003.701	1535.039
		Contingencies	30.111	46.051
		Construction Cost (A)	1033.812	1581.090
		NHA Establishment Charges @ 2%	20.676	30.700
		Consultancy Charges @ 3%	31.014	46.051
		Escalation Cost	16.799	190.581
		Forestation Cost @ 0.5%	5.169	7.675
		Land acquisition, Compensation, Shifting of Utilities etc	139.301	139.301
		<b>Grand Total</b>	1246.772	1995.399

**Recommendation for National Highway Executive Board:**

National Highway Executive Board is requested to recommend the revised PC-I of Sakrand Shaeed Benazirabad Road, Project cost to Rs. 1995.399 Million for approval of CDWP.

**Working Paper  
for the NHA  
Executive Board**

**Subject: Widening, Improvement & Rehabilitation of Remaining Portion from National Highways N-25, Kararo-Wadh Section From Km 222 to 318 km**

**Background:**

The project Section Kararo-Wadh (96 km) is a part of National Highway N-25 (previously known as the RCD Highway), now called as the ECO Highway. It connects the sea port at Karachi with Quetta and provide access to Afghanistan via Chaman and onward to the Central Asian States. N-25 also links Karachi with Taftan on Pak-Iran border via National Highway N-40.

The Project Location is from Km 222+000 to 318+000

• Rehabilitation Sections:

A. Road

i. KM 262+336 – 270+595 (8+259)

ii. KM 283+350 – 293+35 (10+000)

Total: 18.259KM

B. Structures:

i. Bridges:

New Construction: 12No.

Widening: 01No.

ii. Culverts

New construction: 61No

Therefore, the total project length has been proposed as 18.258 Kms for Widening, Improvement & Rehabilitation. The existing alignment of the project section passes mostly through difficult hilly with some portions located in rolling and plain terrain.

The existing pavement structures consist of water bound macadam base and bituminous surfacing, along with earthen shoulders. The existing pavement width varies from 3.5m to 6.5m throughout the project section whereas shoulder varies from about 1.25m to 3.0m. The existing road

condition becomes very poor due to rutting, high gradients, narrow passage, undulations & steep slopes. Most of the existing structures were unattended throughout the project from Kararo to Wadh while at the time of widening by the JICA and even by NHA in past. Therefore, the existing condition of the structures & bridges in between 96 kms from Kararo to Wadh becomes depleted.

**The Project:**

The Widening & Improvement of this section is intended to provide safer, quicker and more efficient passage to various cities of Sindh and Baluchistan Provinces linking the Sea Port at Karachi with Quetta and provide access to Afghanistan via Chamman and onward to the Central Asian States. N-25 also links Karachi with Tafton on Pak-Iran border via National Highway N-40.

Total project Length of Kararo-Wadh Section: 96.00KM

i.	Rehabilitated by JICA:	44.80KM
ii.	Improved Through RMA:	32.94KM
iii.	Remaining Works Proposed (PC-I):	
	Rehabilitation(Road):	18.259KM
	Bridges:	13Nos
	Culverts:	61Nos

**Project objectives:**

There is an immediate need for improvement of National Highway (N-25) for development of trade with the Central Asian Countries which will provide substantial economic and strategic benefits to Pakistan. This benefit also includes.

This section is intended to provide safer, quicker and more efficient passage to various cities of Sindh and Baluchistan Provinces linking the Sea Port at Karachi with Quetta and provide access to Afghanistan via Chamman and onward to the Central Asian States. N-25 also links Karachi with Tafton on Pak-Iran border via National Highway N-40.

Another important benefit will be the savings in vehicle operating cost and road user travel time. Increased traffic will also contribute to the economic uplift of the area.

### Traffic

As per original PC-I prepared in 2005, the traffic count conducted in the year Jan-2005, the AADT was 4,313 vpd. This traffic contained NATO Supplies; however, as per latest traffic count conducted by NHA in year March 2015, the traffic volume is reduced to 1,408 vpd because NATO supplies are now discontinued and because of law & order situation in the project areas. However, heavy vehicles like 6xl, 5xl, 4xl, 3xl & 2xl trucks, heavy buses, Mini Buses and cars have been observed on the project road traveling from Karachi to Quetta via Hub – Winder – Uthal – Bela – Kararo – Wadh – Khuzdar etc.

Furthermore, this Section of 18 Kms (Kararo – Wadh) is also justified for widening, improvement & rehabilitation along with structures & bridges fall within 96 kms because this is the route to transport perishable goods like Cabbages, Tomatoes, Garlic, Beas, Bananas & Cheeku etc. These perishable goods must reach their destinations before they get spoiled because of delays at various points of the road where it is in poor condition due to rutting, high gradients, narrow passage, undulations & steep slopes.

### Technical Parameters

#### i. Design Standards

- AASHTO
- NHA Standard and Specifications

#### ii. Design Speed

The design speed for the road improvement sections was fixed at 60km/h, because such sections are mostly located in mountainous areas.

#### iii. No. of Lane/ Carriage Width

- Number of lanes is two.
- Road/Carriageway width is 7.3 m.

#### iv. Shoulders

- 2m width shoulder shall be provided on both sides

- Double bituminous surface treatment (DBST)

**v. Traffic Safety Facility**

Pavement marking, traffic signs, safety barriers, guardrails, guard post, edge marker as per requirement will be as per NHA Standards/AASHTO and NHA specifications

**vi. Pavement Design**

The Design is in line with AASHTO Guidelines and the service life of pavement was set as 10 years. The pavement structure is given as under.

• **Pavement Structure for Type-I General Excavation Section:**

AC Wearing	:	5cm
Asphalt Base Course	:	7cm
Aggregate Base Course	:	20cm
Sub-base	:	27cm (if required)

• **Pavement Structure for Type-II Rock Excavation Section:**

AC Wearing	:	5cm
Asphalt Base Course	:	7cm
Aggregate Base Course	:	20cm
Sub-base	:	10cm

• **Pavement Structure for Type-III Filling Section:**

AC Wearing	:	5cm
Asphalt Base Course	:	7cm
Aggregate Base Course	:	20cm
Sub-base	:	27cm

**vii. Drainage Facilities**

The design conditions of the drainage facilities for culverts, bridges and along the road side would be as per NHA Standards/AASHTO and NHA specifications.

**Project Cost:**

The project cost has been estimated tentatively to Rs.1,733.57 million based on NHA CSR 2014 of District Khuzdar, Baluchistan; however, the exact/actual cost could be determined/worked out after detailed design.

Summary of the Cost Estimates has been given as under:

Bill No.	Description	Amount (million)	PKR
1	Earth Work		100.775
2	Sub-Base & Base Course		426.375
3	Surface Courses & Pavement		186.817
4-A	Culverts		292.008
4-B	Structures & bridges		427.423
4-C	Soil & Hydrological Investigation for bridges		3.00
5	Drainage and Erosion Work		67.191
6	Ancillary Works		42.917
7	General Items		37.960
	<b>Total Construction Cost (A)</b>		<b>1,584.466</b>
	Detailed Design & Construction Supervision @ 5% of A		79.22
	Physical Contingencies @ 2% of A		31.69
	NHA Establishment @ 2% of A		31.69
	Afforestation		3.00
	Provisional Sum (Security Charges)		3.50
	<b>Total PC-I Cost</b>		<b>1,733.57</b>

\*Detailed Design is not yet carried out

#### Duration

The project is expected to be completed within 12 months from Commencement date.

#### PSDP 2015-16 Allocation

Government of Pakistan has allocated a sum of Rs.100 million for Improvement & Widening of balance 51 Km of Kararo Wad Section of N-25 in PSDP 2015-16.

#### Decision Solicited:

NHA Executive Board is requested to recommend the PC-I for Widening, Improvement & Rehabilitation of Remaining Portion from National Highways N-25, Kararo-Wadh Section From Km 222 to 318 km at a cost of Rs 1,733.57 million for approval of CDWP/ECNEC.

## National Highway Authority

### Hassanabdal – Havelian Expressway (E-35) Project

Working Paper  
For Executive Board

**SUBJECT: VARIATION ORDER# 2:  
FOR ADDITIONAL KEY STAFF (Database/ MIS and M&E  
Specialists) in SSMC E-35**

#### Description and Background

1. The Hassanabdal – Havelian Expressway (E-35) Project is being financed by the Asian Development Bank (ADB). The 'Social Safeguard Management Consultant (SSMC)' is a loan covenant to be carried out on the project of E-35. The SSMC is in place since April 2015 and assisting the PIU in the implementation of LARP of package I, II & III and CAP of Package II & III. At present, lack of MIS and M&E experts are the constraints of SSMC for LAR database management/ MIS and preparation of internal monitoring reports (IMR) of implementation of Land Acquisition and Resettlement Plans (LARP) and the Corrective Action Plan (CAP) of 35 Project.

2. ADB desired that there is a need to strengthen PIU capacity in internal monitoring of LARP and LAR database management/ MIS through engaging an M&E and LAR Database/ MIS expert by SSMC to ensure the compliance with ADB safeguard requirements and smooth implementation of the Project. These two positions are also in place in case of SSMC M-4 (Faisalabad – Khanewal) Project.

The input and cost of above experts were previously in place in the original TOR and Technical Proposal of Consultants, but later, the TOR was revised by ADB and NHA to avoid the conflict of interest as the representative of same organization was involved in conducting external monitoring. As EMA has already been resigned and there is no conflict of interest and these positions of SSMC with the same input and cost as per original TOR and technical proposal, may kindly be approved through a Variation Order No. 2 in the Contract agreement of *M/s International Development Consultants (IDC)*.

4. The working paper in hand is being presented before the Executive Board for confirmation of anticipatory approval, as it is 4.4% of the already approved cost (i.e. Original contract plus VO No.1) and 140.94% is accumulative/ aggregate percentage of VO #1 & VO# 2 from the original cost. As per Clause II (2) of Chapter 4 of the NHA Code 2005; the Executive Board is Competent Authority to grant the final approval.

### Detail of Variation Order

Consultancy Contract “SOCIAL SAFEGUARD MANAGEMENT CONSULTANT” (SSMC) E-35 ADB LOAN NO. 3121-PK: NATIONAL TRADE CORRIDOR HIGHWAY INVESTMENT PROGRAM (NTCHIP) - TRANCHE 2.

No.	Project	Work Assigned	Cost (Rs.)	Percentage
<b>Consultant: M/s International Development Consultants (IDC)</b>				
1.	Contract Cost (Original)	The original contract Social Safeguard Management Consultant (SSMC) E-35	47,277,177	-
2.	Cost of VO No. 1.	To Social Safeguard Management Consultant (SSMC) for M-4 Project	61,824,000	130.7%
3.	Cost of VO No. 2.	Additional key Experts (LAR Database/ MIS and M&E) in Social Safeguard Management Consultant (SSMC) for E-35 Project	4,811,625	4.4%
4.	Cost of VO No. 1 & VO No. 2	Accumulative/ aggregate percentage of VO #1 & VO# 2 above the original cost	66,635,625	140.94%

### Description of Variation

This variation order incorporates inputs of the two additional key experts (LAR database/ MIS and M&E) required to SSMC for accomplishing the tasks of database management and preparing internal monitoring reports of LARPs (Package I, II & III) and CAP (Package II & III) to ensure the compliance with ADB safeguard requirements and smooth implementation of the Project. Thus, the additional key experts will be responsible to assist the NHA (PIU) in implementation of LARPs & CAPs of E-35 Project and will facilitate expeditious implementation including maintaining LAR database, monitoring & evaluation, information dissemination, disclosure and public consultations and maintain record of consultation throughout the project implementation phase.

### Justification of Variation

ADB desired to strengthen PIU's capacity in internal monitoring of LARP through engaging an M&E and LAR Database/ MIS expert by SSMC to meet the SPS 2009 requirements (Principle No. 11) and successful implementation of LARPs and CAPs.

The input and cost of above experts were previously in place in the original TOR and technical proposal of Consultants, but later, the TOR was revised by ADB and NHA to avoid the conflict of interest as the representative of same organization was involved in conducting external monitoring. Now, EMA has already been resigned and there is no conflict of interest and these positions of SSMC with the same input and cost as per original TOR and technical proposal of consultants, may kindly be approved through a Variation Order No. 2 in the Contract agreement of M/s International Development Consultants (IDC).



In view of above, the variation is essentially required for additional services to complete aforesaid assignment in all respect. The position of LAR database/ MIS and M&E Specialist is also in place in case of SSMC M-4 Project.

#### **Justification of Cost**

As per Contract agreement, the services as approved by the Client outside the scope of Services described in the original contract is necessary to perform during the currency of the contract, such additional services shall be performed as per the concurrence of the employer. The work of Social Safeguard Management Consultant of E-35 is the additional work, beyond original scope of work.

In this regard, additional input of two technical staff (LAR database/ MIS and M&E) is essentially required to complete the additional tasks of LAR database management/ MIS and preparation of internal monitoring report of the implementation of LARP of package I, II & III and CAP of Package II & III. The position of LAR database/ MIS and M&E Specialist is also in place in case of SSMC M-4 Project.

Therefore, additional remuneration cost will also be required for aforesaid services within given timeline.

#### **Effect Upon Time**

As per contract agreement, additional services shall be performed as per the concurrence of the Employer/ Client needs additional time beyond the original schedule time for completion of services as per contract.

These additional tasks/ assignments will be completed in strict timelines and fulfill all the requisite conditions of NHA and ADB in this regard. However, initially the input of proposed key experts of SSMC will be for 6 months with an intermittent input.

#### **Recommendation**

***Approval of NHA's Executive Board is solicited for Addendum No.2 amounting to Rs. 4,811,625/- (Pak Rupees four million, eight hundred eleven thousand, six hundred twenty five only) (financial effect of 4.4%).***

## NATIONAL HIGHWAY AUTHORITY

Planning Wing-RAMD

Working Papers  
For the Executive Board

**Sub: Addendum No-3 and Extension of Time No-2 of M/s Euroconsult Pakistan (Pvt) Ltd: Rehabilitation of Airport Road Project Quetta From Km 690+00~697+700 on National Highway (N-25)**

1. Background

- a. Airport Road is a part of N-25, which starts from Hub and ends at Chaman having length of 817 Km.
- b. The road was originally constructed by Public Works Department, handed over to provincial communication and works department, and finally to National Highway Authority in the year 1992.
- c. The Road was designed and constructed in 1991 as per traffic volume at that time. However, tremendous increase in traffic volume over the years and resultant increase in traffic congestion and fatal accidents warranted improvements of various intersections and sections. Also, security threats to daily VVIP movements on this vital route, which links Quetta city and cantonment areas with Airport and Northern Balochistan, required adequate traffic flow. Therefore, Honorable Governor, Chief Minister and High Court of Balochistan directed for improvement of road to overcome delay and fatal accidents.
- d. NHA planned the improvement within its Right of Way as per statement provided by Revenue and Communication and Works Departments, Balochistan, while taking over the strategic roads from Provincial Department.

2. Project Overview

NHA undertook rehabilitation of Airport Road (7.7 Km) in to three lane dual carriageway including improvements of ten

intersections/approach road and seven U-Turns along with provision of side drains to cater for surface water.

3. Award of works and commencement

Originally the consultant M/s Euroconsult was hired for the supervision of periodic maintenance works of Balochistan north region. The hiring of consultant for Rehabilitation of Airport Road project was in progress, and was delayed due to numerous reasons. Therefore it was decided to stop hiring the new consultant and M/s Euroconsult be continued for the supervision of Airport Road Project.

4. Funding.

The project is being executed through Road Maintenance Account funding.

5. Project Status.

89 % work has been completed.

6. Justification of Addendum No-3.

The time period for the Construction of Airport Road has been approved by the Executive Board in its meeting 265 till 30th June, 2016 due to which the cost of consultancy also increased; in order to cover up the consultancy cost the Addendum No-3 is recommended.

7. Reasons for time Extension.

Extension of Time is necessitated due to various reasons, including:-

- a. Increase in scope of work and inclusion of beautification works on the instructions of Balochistan High Court.
- b. Delay due to forest department.
- c. Non-cooperation of various departments in shifting of electric poles and other utilities.
- d. Stoppage of work by Pakistan Army.
- e. Shortage of material due to ban on crushing plants by Balochistan High court.

8. Fiscal Summary.

Detailed description is at **Annex-A**. However, fiscal summary of ADDENDUM-3 is as follows

<b>S.No</b>	<b>Cost</b>	<b>Amount</b>	<b>Variation</b>
a.	Original	10.69 Million	-----
b.	Revised After Addendum-1	10.69 Million	0 %
c.	Revised After Addendum-2	13.16 Million	23 %
d.	Amount of Addendum-3	4.95 Million	46.33 %
e.	<b>Revised cost After Addendum-3</b>	<b>18.11 Million</b>	<b>69.33 %</b>
f.	Overall Increase(e-a)	7.41 Million	

9. Time Effect.

The Periodic Maintenance works commenced in July-2014. Original completion was 9<sup>th</sup> December, 2014 which was revised to Dec 31, 2015 after first Extension of Time (EoT). The Executive Board has approved the construction Period of Airport Road till 30<sup>th</sup> June, 2016 in its meeting No 265, necessitating 07 months EoT without any financial impact.

10. Proposal.

The Executive Board is requested to approve Addendum No-3 of M/s Euroconsult Pakistan (Pvt) Ltd, the consultant for "Rehabilitation of Airport Road Project Quetta from Km 690+00~697+700 " costing Rs 4,948,924/- entailing + 69.33% Variation *vis-a-vis* the original contract cost , and 07 months Eot from Jan 1,2016 to July 31,2016 with no financial impact.

11. Concurrence.

Proposal financially concurred by Finance wing.

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**NATIONAL HIGHWAY AUTHORITY**

Admin Wing (Personnel-II)

**WORKING PAPER FOR CONSIDERATION OF  
NHA EXECUTIVE BOARD**Subject: **Trauma Centers and Ambulance Services on Motorways****Introduction:**

It is apprised that a meeting under the Chairmanship of Minister for Communications on January 05, 2009 was held in MoC, which was attended by the Secretary, Additional Secretary, Joint Secretary-I, Joint Secretary-II of MoC, Chairman NHA and Member (Finance) NHA and DIG, NH & MP, to discuss the possibility of provision of Ambulance Services on Motorways (M-1, M-2 & M-3). After detail deliberation, the Minister for Communications directed NH & MP to submit a proposal for the subject services as well as requisite staff/equipment.

2. In response to the above directions, NH&MP forwarded a detailed proposal to NHA indicating the requirement for fully equipped Ambulances as well as staff (**Annex-A**). In the light of proposal of NH & MP, the matter was referred to MoC vide NHA's letter dated February 25, 2009, seeking anticipatory approval of the Minister for Communications in his capacity as President NHC, with the following proposal(**Annex-B**):-

- a. Provision of 17 Ambulances by NHA to NH & MP, 13 for Beats and 4 for Trauma Centers.
- b. Provision of fully equipped ambulances.
- c. Recruitment of staff against 176 post of different nomenclature for round the clock operation of 3 Trauma Centers and Ambulances.
- d. Terms and condition of appointment of above staff, creation of temporary posts, estimated monthly financial effect on recruitment of manpower, their eligibility criteria etc.

3. In response to NHA proposals, the MoC vide letter dated March 11, 2009 (**Annex-C**) directed NHA to place the above proposals before the NHA Executive Board in its forthcoming meeting. Accordingly, a working paper was submitted to the NHA Executive Board for its consideration (**Annex-D**).

**NHA Executive Board's decision:**

4. The NHA Executive Board in its 171<sup>st</sup> meeting held on May 08, 2009, approved creation of 176 posts in question and recommended educational qualification, experience and maximum age limit for initial recruitment of staff for approval of NHC (**Annex-E**).

**NHC's decision:**

5. In pursuance of the Board's decision, the case was placed before the National Highway Council. The NHC in its 22<sup>nd</sup> meeting held on 19.05.2009 approved the following (**Annex-F**):-

- a. Creation of 176 temporary posts of different nomenclature for 5 years to be filled on 2 years contract (extendable for operation and management of Trauma Centers and ambulance services on the Motorways (M-1, M-2 & M-3). NHC also approved terms & conditions (i.e educational qualification, experience, age limits, quota etc) for initial recruitment of these employees(**Annex-G**).

Detail is summarized as under:-

<b>Total 66 posts of different nomenclature for round the clock operation of 3x Trauma Centers</b>						
S#	Post	BS	Per Center	Total		
a.	Medical Officer	17	02	06		
b.	OT Technician/Asstt	16	02	06		
c.	Male Nurse	16	04	12		
d.	Female Nurse	16	04	12		
e.	Ward Boy	01	04	12		
f.	Aya	01	04	12		
g.	Sweeper	01	02	06		
<b>Total</b>				<b>66</b>		
<b>Total 110 posts of different nomenclature for round the clock operation of 17 ambulances</b>						
S#	Post	BS	Per Location	Total	Reliever	Total
a.	Male Nurse	07		34	3	37
b.	Driver	04	2	34	3	37
c.	Helper	01	2	34	2	36
Total						110
<b>Grant Total= 66+110=</b>						<b>176</b>

- b. Entire expenditures on pay & allowances, operation & maintenance of ambulances, equipment, etc to be contributed equally by NHA & NHMP (50:50 share) through police fine collection.

#### **Recruitment of Staff:**

6. As per approval of NHC, recruitment of staff from BS-01 to 04 (including Drivers, Sweepers, Ward Boys, Helper & Ayas) was made initially against 103 posts through open advertisement for a period of two years. However, 82 persons joined duty in NHA. Recruitment of remaining vacant positions was not made by NHA due to non-establishment of trauma centers and due to ban imposed by the GoP later on.

#### **Regularization of Trauma Staff**

7. The services of all these trauma centers employees were regularized in the year 2013 alongwith other contract employees as per decision of the Cabinet Sub Committee.

#### **Present Status of Staff**

8. As the trauma center were not established/functional, therefore, some of these employees were retain by NHA on requirement basis. Presently, out of total 67 employees, 19 officials are working in different sections of NHA. Further, 15 officials have been dismissed on account of bogus degrees/other reasons. Presently, 45 are at the disposal of NH & MP. The trauma staff is under the administrative control of NHA but under supervisory control of NH&MP. The personal files and other record of these employees is being kept and maintained by NHA, being the employer department.

#### **Issues of Trauma Center Staff**

9. It is mentioned that the terms & conditions of appointment of these trauma center employees and their present nature of job/duty are vary in nature. They were appointed under the normal terms & conditions in the capacity of contract employees wherein no specific duty/job has been fixed (**Flag-H**), whereas their present duty (i.e operation & Management of Trauma Centers and Ambulances on

Motorways) demands for 24 hours duty and even on Holidays. Further, after regularization of their services in pursuance of decision of Cabinet Sub Committee, they are now at the regular pay roll of NHA and their salaries and pre-requisites are being paid as per NHA prevailing pay structures and facilities. Further, as per their terms and conditions of appointment, all NHA Rules & Regulations/policies are applicable on these trauma center employees.

10. It is further apprised that complaints from Trauma Center employees are being received on regular basis for fixation of their duty up to 8 hours and exclusion of gazetted Holidays from duty, payment of overtime for extra duty, and misbehavior of Motorway Police Officers etc. The stance of these employees is that being NHA employees, their duty is fixed up to 8 hours excluding holidays. However, they are compelled to perform duty beyond 8 hours and even on Holidays without getting any relief/remuneration. On the other hand, the officers of NH & MP have reported time and again the incidents of absence from duty of some of the trauma center employees and NHA took action against such employees accordingly under the Rules.

#### **Meeting between NHA & NH & MP Officers:**

11. A meeting between NHA and NH & MP officers was held under the Chairmanship of Mr. Saeed Ahmed Malik, GM (Admn) in his office on 01.03.2016, to address the following issues of trauma centers/ambulances and its staff on Motorways:-

- a. Placement of 19 officials at the disposal of NH&MP who are working in NHA due to non-functional of trauma centers.
- b. Filling of vacant posts.
- c. Sharing of operational cost of ambulances
- f. Shifting of 17 ambulances from M-2 to some else-where.
- g. Options to establish joint NH & MP and NHA hospital, dispensaries and recovery services at different places.

#### **Recommendations of Meeting:**

12. After detailed deliberations by both NHA & NHMP, following recommendations were made unanimously (**Annex-I**):-

- a. The staff appointed for Trauma Centers/ambulance service may either be permanently taken on the strength of **NH & MP** or **NHA**.
- b. Administrative control of Ambulances, their operations, maintenance as well as staff appointed by NHA for the said purpose may rest with the department to whom services of these employees are permanently transferred.
- c. Proposal for recruitment of 13 officials against the posts vacated because of dismissal of officials on account of diverse reasons, has not been supported by NHA due to the reason that since the trauma centers have not been established, therefore, no further staff is needed. Similarly, the proposal for filling of 22x remaining vacant posts, is not supported.
- d. Establishment of joint NH & MP and NHA hospitals, dispensaries and recovery services is not the responsibility of NHA on Motorway

M-2. Motorway Police may take up separate case for the purpose.

**Audit Observation:**

13. It is also pertinent to mention that the External Audit during the annual audit of GM (Motorways) office, raised observations regarding unjustified expenditures of Rs.20.067 million for pay & allowances of the staff of Trauma centers despite the trauma centers are not functional. The audit observation (PDP No.405) was discussed in DAC meeting held on 11<sup>th</sup> & 12<sup>th</sup> January 2016. The DAC has issued following directives (**Annex-J**):-

*“DAC directed to withdraw or transfer the employees to NH & MP and utilize/handover the services, if required or their contracts will be terminated”.*

14. A detailed report/departmental reply, in correlation with non-establishment/function of trauma centers etc, has been given by GM (Motorways) to Audit Department and has forwarded the case to NHA HQ for taking further necessary action in the light of DAC directives (**Annex-K**).

**Proposals as shared by NH&MP:**

- a. Placement of Trauma Staff either on the strength of NH & MP or NHA on permanent basis.
- b. Administrative control of Ambulances, their operations, maintenance to be rest with the department to whom services of these employees are permanently transferred.
- c. Recruitment on 13 posts vacated due to dismissal of officials from service on account of diverse reasons.
- d. Filling of 22 remaining vacant posts, not filled earlier due to non-joining of 22 officials.
- e. Establishment of joint NH & MP and NHA hospitals, dispensaries and recovery services.

**Recommendations:**

16. The following proposals are submitted for consideration of the NHA Executive Board, please.

- a. Since the staff of trauma center has been recruited and regularized by NHA, therefore, they may be taken on NHA strength fully/ permanently.
- b. Administrative control of Ambulances and their operations/ maintenance, may be controlled by NH & MP, at their own resources.
- c. No further staff may be recruited by NHA for trauma centers/ambulance service.
- a. Establishment of joint NH & MP and NHA hospitals, dispensaries and recovery services is not feasible from NHA view point.

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**GOVERNMENT OF PAKISTAN**

**WORKING PAPER**  
for  
**.... NHA EXECUTIVE BOARD MEETING**

**CPEC WESTERN ROUTE  
HAKLA (ON M-1) TO D. I. KHAN MOTORWAY  
PACKAGE-3 - TARAP TO KOT BELIAN  
(KM 0+000 TO KM 52+500)**



**JUNE, 2016**

**NATIONAL HIGHWAY AUTHORITY**  
Procurement & Contract Administration Section  
ISLAMABAD

Agenda Item No. \_\_\_\_\_

**WORKING PAPER FOR NHA EXECUTIVE BOARD  
AWARD OF WORKS FOR  
CONSTRUCTION OF CPEC WESTERN ROUTE  
HAKLA (ON M-1) TO D. I. KHAN MOTORWAY  
PACKAGE-3 : TARAP TO KOT BELIAN  
(Km 0+000 TO Km 52+500)**

**1. GENERAL**

This Working Paper covers the evaluation and recommendations in respect of the financial bids opened on 27<sup>th</sup> June 2016 for "China Pakistan Economic Corridor (CPEC), Western Route : Hakla (on M-1) to D. I. Khan Motorway : Package-3 Tarap to Kot Belian (Km 0+000 to Km 52+500)." Technical and Financial Bids were received on 13<sup>th</sup> June 2016 and the envelopes containing the Technical Bids were opened on the same date. After completing the Technical Evaluation, second envelope containing the Financial Bids were opened on 27<sup>th</sup> June 2016. Bid Evaluation Report is placed at **Annexure-A**.

**2. SCOPE OF WORK**

China Pakistan Economic Corridor (CPEC), Western Route : Hakla (on M-1) to D. I. Khan Motorway : Package-3 Tarap to Kot Belian (Km 0+000 to Km 52+500)."

The location map is placed at **Annexure-B**.

**3. PC-I STATUS AND PSDP ALLOCATION OF THE PROJECT**

The Project is being financed by Government of Pakistan (GOP) through PSDP. PC-I of the subject project was considered by ECNEC in its meeting held on 22<sup>nd</sup> April 2016 and approved the project, in principle, at the rationalized scope and cost of Rs 124,208.00 million without FEC, subject to verification of the proposed route of the project from the Joint Declaration announced at the eve of All Parties Conference held on 28<sup>th</sup> May 2015.

PSDP allocation for the year 2015-16 is Rs. 10,000 Million.

**4. ENGINEER'S ESTIMATE**

Engineer's Estimate based on CSR-2014 (District Mianwali) is Rs. 24,494.61 Million.

## 5. TENDERING PROCESS

### 5.1 Pre-qualification

The Procurement process has been planned on Single Stage - Two Envelope Bidding Procedure preceded by Prequalification.

### 5.2 Pre-Qualification process

The prequalification process was initiated by advertising "Invitation for Prequalification (IFP)" for Package-I to V in daily national newspapers on 18<sup>th</sup> November 2015 (**Annexure-I**). Tender opportunity also appeared in NHA & PPRA websites on 18<sup>th</sup> November 2015.

In response to Invitation for Prequalification, fifty four (54) firms purchased the Prequalification documents either from P&CA Section or downloaded from NHA website. On or before scheduled date of 15<sup>th</sup> January 2016 at 1530 hours, thirty eight (38) firms / JVs submitted their Pre-Qualification Documents. The Prequalification documents were evaluated in accordance with the eligibility and evaluation criteria specified in the Prequalification Documents Following Sixteen (16) firms were declared pre-qualified for Package-3 to participate in the bidding process for subject package:

- i. M/s Polatyol Yapi Sabayi ve TUCARET A.S., Turkey
- ii. M/s LIMAK Insaat Sanayi ve Ticaret A.S., Turkey
- iii. M/s Frontier Works Organization, Rawalpindi
- iv. M/s LOTTE Engineering & Construction Co. Ltd., Korea
- v. M/s China Yunnan Sunny Road & Bridge Co. Ltd., Islamabad
- vi. M/s China Railway First Group Co. Ltd., Islamabad
- vii. M/s China Railway No. 03 Engineering Group Co. Ltd.
- viii. M/s CTCE – NIC JV
- ix. M/s China Gezouba Group Company Ltd., Islamabad
- x. M/s China Road & Bridge Corporation, Islamabad
- xi. M/s China Railway Construction Corp Intl. Ltd., Islamabad
- xii. M/s China Railway 20 Bureau Group Corporation
- xiii. M/s Xinjiang Beixin Road & Bridge Group Co. Ltd.
- xiv. M/s National Logistic Cell
- xv. M/s Longjian Road and Bridge Co. Ltd.
- xvi. M/s Xi'an Industrial Group Development Co. Ltd., China

All the prequalified firms were informed regarding the schedule of bidding of Package-3. All the prequalified firms were invited to collect the Bidding Documents.

## 6. ISSUANCE OF BIDDING DOCUMENTS

Following firms purchased the bidding documents:

- i. M/s LIMAK Insaat Sanayi ve Ticaret A.S., Turkey
- ii. M/s Frontier Works Organization, Rawalpindi
- iii. M/s China Railway No. 03 Engineering Group Co. Ltd.
- iv. M/s China Gezouba Group Company Ltd., Islamabad
- v. M/s China Road & Bridge Corporation, Islamabad
- vi. M/s China Railway Construction Corp Intl. Ltd., Islamabad
- v. M/s Xinjiang Beixin Road & Bridge Group Co. Ltd.
- viii. M/s National Logistic Cell
- ix. M/s Longjian Road and Bridge Co. Ltd.

## 7. Minutes of Pre-Bid Meeting, Addenda

Pre-bid meeting was held on 20<sup>th</sup> May 2016 at 1100 hours. The Minutes of Pre-bid Meeting and resulting Addendum No. 01 was issued to all prospective bidders vide letter No. 2( )/ GM(P&CA)/NHA/16/873 dated 1<sup>st</sup> June 2016. Addendum No. 02 and 03 were issued to all prequalified bidders as per following detail:

Sr. No.	Addendum No.	Issued vide	
		Letter No.	Dated
1	2	2( )/ GM(P&CA)/NHA/16/913	07.06.2016
2	3	2( )/ GM(P&CA)/NHA/16/922	09.06.2016

## 8. Submission of Bids

On the scheduled date for submission of Bids i.e. 13<sup>th</sup> June 2016 till 1130 hours, following five (05) firms submitted Bids (Technical and Financial):

- i. M/s LIMAK Insaat Sanayi ve Ticaret A.S. JV ZKB
- ii. M/s Frontier Works Organization
- iii. M/s China Railway No. 03 Engineering Group Co. Ltd. JV SKB
- iv. M/s China Road & Bridge Corporation, Islamabad JV HRL
- v. M/s National Logistic Cell

## 9. SUMMARY OF THE TECHNICALLY QUALIFIED BIDDERS

The technical bids of all the bidders were evaluated in accordance with the eligibility criteria and evaluation of technical aspects specified in the bidding documents. M/s CR03 + SKB JV and M/s CRBC + HRL JV were advised to submit PEC Specific Project Certificate in accordance with Clause IB.3a of Bidding Data Sheet by 24<sup>th</sup> June 2016. In response both

the bidders submitted copy of PEC letter No. PEC/Const/C-A(F)/EF-21 dated 24<sup>th</sup> June 2016 wherein PEC has informed that:

*"It is to inform that PEC has recently made amendments in PEC construction and Operation of Engineering Works Bye-Laws, 1987 which is effective from January 1, 2016, according to which project specific license has been abolished. Henceforth, license will be issued to foreign construction firms intending to execute engineering works in Pakistan. Salient features are as under:*

1. *License to foreign constructor or operator shall be issued on yearly basis and which will have to renew after its expiry i.e. 31<sup>st</sup> December of every year.*
2. *Foreign constructor or operator will employ minimum 70% Pakistani Engineers of relevant discipline/field.*
3. *The foreign firm must also apply for issuance of temporary license of their foreign engineer(s) who will visit Pakistan to perform many engineering work.*
4. *Foreign constructor or operator will not be eligible to participate in bidding individually. However, foreign constructor or operator shall have to enter into joint venture with Pakistani firm of appropriate category and submit their joint venture agreement to the employer before participating in the bidding".*

The Committee considered that the condition IB.3a of Bidding Data as impracticable keeping in view the above stated new policy of PEC. Therefore, M/s CR03 + SKB JV and M/s CRBC + HRL JV were technically qualified with the condition that they should submit an Undertaking prior to opening of financial bids stating that:

- they will submit PEC license as per new policy if considered for award of work;
- in case of failure to submit the PEC license within the time specified by NHA, their bids be considered as non-responsive.

As a result following firms have emerged as technically qualified:

- |  |   |                                     |
|--|---|-------------------------------------|
| <ol style="list-style-type: none"><li>i. M/s Frontier Works Organization</li><li>ii. M/s LIMAK JV ZKB</li><li>iii. M/s CR03 Engg. Group JV SKB</li><li>iv. M/s CRBC JV HRL</li></ol> | } | Subject to provision of Undertaking |
|--|---|-------------------------------------|

#### **10. OPENING OF FINANCIAL BIDS OF TECHNICALLY QUALIFIED FIRMS**

All the four (04) technically qualified firms were informed for opening of their financial bids on 27<sup>th</sup> June 2016 at 1000 hours in NHA Auditorium, HQ, Islamabad. M/s CR03 Engg. Group JV SKB and M/s CRBC JV HRL submitted the undertaking.

Accordingly Financial Bids were opened on 27<sup>th</sup> June 2016.

**11. PRELIMINARY EVALUATION OF FINANCIAL BIDS:**  
**(As announced amounts of bids)**

11.1 During opening of financial bids the following results, based on the summary page of the bids submitted by the firms, were announced:

Sr. No	Name of Firm	Bid amount (Rs)	Rebate	Final Bid Amount (Rs.)
(i)	M/s F.W.O.	20,628,942,940.13	nil	20,628,942,940.13
(ii)	M/s LIMAK + ZKB JV	24,040,376,348.00	1,682,826,344	22,357,550,004.00
(iii)	M/s CR03 + SKB JV	22,751,593,169.00	5.4%	21,591,610,106.00
(iv)	M/s CRBC + HRL JV	23,230,337,921.63	nil	23,230,337,921.63

11.2 The summary of evaluation emerged out is tabulated below which indicates the (corrected) amount of price bid and variation with respect to **Engineer's Estimate based on CSR-2014 which is Rs. 24,494,609,000.**

Sr. No.	Name of the Contractor	Bid Price (Rs.)	Position	Variation from CSR-2014
(i)	M/s F.W.O.	20,628,942,940	1 <sup>st</sup>	-15.78%
(ii)	M/s CR03 + SKB JV	21,974,375,784	2 <sup>nd</sup>	-10.29%
(iii)	M/s LIMAK + ZKB JV	22,357,550,004	3 <sup>rd</sup>	-8.72%
(iv)	M/s CRBC + HRL JV	23,230,371,694	4 <sup>th</sup>	-5.16%

**12. VERIFICATION OF CREDIT LINE FACILITY**

Letters were written to various Banks to verify the credit line facility submitted by the bidders and confirmations from banks received.

**13. RECOMMENDATIONS OF TENDER ACCEPTANCE COMMITTEE:**

The Committee unanimously recommends that the Works for "China - Pakistan Economic Corridor (CPEC) Western Route: : Hakla (on M-1) to D. I. Khan Motorway : Package-3 Tarap to Kot Belian (Km 0+000 to Km 52+500) be awarded to the lowest evaluated bidder M/s FWO at their evaluated bid price of Rs 20,628,942,940 (Rupees Twenty Billion, Six Hundred Twenty Eight Million, Nine Hundred Forty Two Thousand, Nine Hundred and Forty only) which is 15.78% below the Engineer's Estimate of Rs. 24,494,609,000 based on CSR-2014.

14. DECISION SOLICITED

The Executive Board is requested to approve the award of Works for "China - Pakistan Economic Corridor (CPEC) Western Route: : Hakla (on M-1) to D. I. Khan Motorway : Package-3 Tarap to Kot Belian (Km 0+000 to Km 52+500) be awarded to the lowest evaluated bidder M/s FWO at their evaluated bid price of Rs 20,628,942,940 (Rupees Twenty Billion, Six Hundred Twenty Eight Million, Nine Hundred Forty Two Thousand, Nine Hundred and Forty only) which is **15.78% below** the Engineer's Estimate of Rs. 24,494,609,000 based on CSR-2014.

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**CONSTRUCTION OF WEST BANK BYPASS  
IN MUZAFFARABAD CITY (AJK) – PACKAGE-1**

**FULL AND FINAL SETTLEMENT OF CLAIMS/DISPUTES  
BETWEEN NHA AND M/s GRC-CCPG JV**

A Working Paper was submitted to NHA Executive Board in its 264<sup>th</sup> Meeting held on May 16, 2016 for soliciting approval for payment of Rs 112.6 million as "Full and Final Settlement" of all the outstanding claims/disputes including five claims, based on recommendations of Stage-I and Stage-II Committees for Amicable Settlement. Copy of Working Paper is placed at **Annexure-A**.

2. During detailed deliberations Chairman NHA suggested that the claims may be reviewed by VP NESPAK and Member (S&RC). The Committee after examination of the case would apprise with their view point / recommendations in the next Board meeting for approval.
3. The Board agreed to the suggestion made by Chairman NHA.
4. Copy of Minutes of Executive Board meeting is placed at **Annexure-B**.
5. Subsequently, the case was briefed to the Committee.

**Decision solicited**

The case is re-submitted for approval of payment of Rs 112.6 million to M/s GRC-CCPG JV the contractor of Package-1 of West Bank Bypass Project in Muzaffarabad City (AJK) as "Full and final Settlement" of all or any outstanding claims/disputes including five claims.



**NATIONAL HIGHWAY AUTHORITY**  
**Engineering Coord Wing**

**Sub: THE FUNCTIONS, DUTIES, RESPONSIBILITIES AND SELECTION OF THE ENGINEER.**

**1.1 Introduction:** The position of the Engineer in FIDIC conditions of contract is pivotal. As regards the appointment of the Engineer NHA has been following mixed arrangement of assigning the Design Review and Supervision to a consulting company but appointing an independent engineer on the project. This has obvious advantage of keeping an objective control of the project and not left to the discretion of the supervisory consultants and the contractors. The independent Engineer can provide candid views and may even point out the grey areas in site decisions and review lapses.

**1.2 Role of the Engineer.:**

**1.2.1** The FIDIC Conditions of Contract cannot apply without an Engineer being appointed by the Employer to administer the Contract. Usually this would be the Consulting Engineer who has designed the project and prepared the tender documents. The Engineer is not a party to the Contract, but he plays an important role in the development process of the Works.

**1.2.2** The duties that the Engineer has to perform are defined under the Contract and he must have the necessary delegated authority from the Employer if he is to be able to perform them. The delegation of this authority is usually to be found in the Agreement between the Employer and the Consulting Engineer. The Agreement will stipulate as the primary duty of the Engineer that he carefully observes the requirements of the Employer in the realization of the project. It is important to note, however, that the Conditions of Contract between the Employer and the Contractor stipulate that where.

**1.2.3** Under the Contract, any of the Engineer's duties are discretionary, the Engineer shall act fairly between the Employer and the Contractor and apply the Contract in an unbiased manner. The Conditions are based upon this fundamental principle and this requirement applies even if the Engineer is a member of the Employer's staff. The Contractor will, of course, have to assess whether or not he has confidence in the ability of an in-house Engineer to take independent decisions.

**1.3 The Engineer's Duties and Authority :**

In the exercise of his duties the Engineer accepts the responsibilities attached to them. These responsibilities should be clearly defined in the

Agreement between the Employer and Engineer and should be made known to the Contactor. As the Works progress the Engineer will be required by the Contract to give instructions, give or refuse approval or consent, approve work, authorize payments, issue certificates etc.

An experienced engineer is appointed by NHA to perform the functions stipulated at FIDIC Conditions of Contract Part I, suitably amended at Particular Conditions of Contract Part II. The Engineer functions through the supervision consultants and delegates his authority the RE for performance of duties on his behalf for day to day working. A detailed elaboration has been given as under:-

**1.3.1 Selection.** Selected at random from a panel of experienced engineers.

**1.3.2 Functions.**

Main functions of The Engineer as laid down in FIDIC based contracts are as under:

- a. Issues related to interpretation of contract Clauses.
- b. Determination and extension of time requests by the contractor referred through RE.
- c. Approve contractor's work programme
- d. Evaluation of rates for new items of work.
- e. Appraisal of contractor's claims.
- f. Issuance of notices to the contractor for slow progress or shortfalls in quality of work.
- g. Determination of an issue referred to him by the Employer or the Contractor.
- h. Processing approval of Employer for sub-contractors.
- i. Determination of a dispute between the parties under Contract Clause 67.1.
- j. Issuance of Take Over Certificate
- k. Issuance of Performance Certificate (Release of Performance) to the contractor.
- l. Issuance of Recommendations to Employer with respect to termination/expulsion of contract under Clause 63.3 FIDIC
- m. Finalization of Contractor's Accounts (Final Bill) and submission of Project Completion Report.

### 1.3.3 Remuneration and Allowances.

- a. The Engineer is paid a monthly remuneration of Rs. 40, 000.00 per month. It is increased to Rs. 60, 000.00 pm if more projects at a location are grouped.
- b. Transport for site visit is provided from the Engineer Facilities of the Contract or alternately Rs. 10.00 per KM as travelling allowance.
- c. Daily allowance @ Rs. 2500.00 per day is also paid.

### 1.4 Observations

- 1.4.1. The Engineer is not employed in an active role envisaged at the FIDIC Conditions, writing a report on the issues presented during the monthly visit is limited to an advice on the current issues without providing a comprehensive view of the project in an objective manner.
- 1.4.2 The Engineer is reactive to presented issues of determinations, rate evaluations and resolution of disputes between the parties. The sense of ownership and acceptance of responsibility to deliver the project to the Employer is not prominent. Even ensuring quality of work is exercised indirectly and is mostly dependent upon the site staff of supervisory consultants. The feedback is insufficient and does not suggest measures to improve the SOPs for attending to the grey areas.
- 1.4.3 It is observed that current mode of performance of the Engineer does not yield the expected dividends towards smooth execution and timely completion of the project for the Employer. The Engineer should be made active and responsible for result oriented functions. This may require changes in selection procedure, the functions be made explicit and remuneration reviewed for a reward commensurate to the knowledge, experience and time devoted by an engineer of prominence.

1.5 Recommendations: Under mentioned recommendations are preferred for perusal: -

1.5.1 **Duties and Responsibilities.** The Engineer is an important person to administer the project, realize the product for the Employer and act as an adjudicator under the Contract. His detailed duties have been described at FIDIC Conditions of Contract Part I.

1.5.2 **Selection Process of the Engineer.** The position should be advertised in a News Paper and short listed candidates shall be interviewed by a Panel of Officers. The composition of the Panel is as under:-

- |    |                                   |          |
|----|-----------------------------------|----------|
| a. | Chairman NHA                      | Chairman |
| b. | Respective Regional Member        | Member   |
| c. | Member (Engineering Coordination) | Member   |
| d. | GM P&CA                           | Member   |

### 1.5.3 Education & Experience

#### (a) Education.

- (1) **Mandatory** - Minimum Bachelor of Engineering Degree from a University recognized Higher Education Commission Pakistan (HEC) and Pakistan Engineer Council (PEC).
- (2) **Preferable**. A master Degree in Engineering Management/ Construction Management/ Construction Law or Contract Law.

(b) **Experience** Minimum 20 years' experience in highway sector and adequate knowledge in Contract administration.

(c) **Age** Minimum 45 years

### 1.5.4 Remuneration & Privileges.

- a. Construction Contract Agreement upto Rs. 3,000 Million Rs. 150,000 P.M
- b. Construction Contract above Rs. 3,000 to 5,000 Million Rs. 300,000 P.M
- c. Construction Contract above Rs. 5,000 Million. Rs. 500,000 P.M
- d. The Engineer may hire Quantity Surveyor and Computer Operator whose salaries will be admissible as per the market rates maximum upto Rs 70,000 per month for QS and Rs 30,000 per month for computer operator (on production of evidence)
- e. Cost of travelling on actual basis will be paid to The Engineer. However, DA @ Rs. 10,000/- per day is admissible.
- g. Project authorities shall provide vehicle to The Engineer during site visit.
- h. Independent Vehicle with driver and maintenance/POL will be provided by the Project authorities to the Engineer on Mega projects above Rs 5,000 million.
- i. An additional amount maximum to Rs 20,000/- P.M would be admissible to the Engineer on account of communications, stationary, courier charges etc.

### 1.6 Proposal:

NHA Executive Board is requested to approve proposal at Paragraph-1.5, please.

## NATIONAL HIGHWAY AUTHORITY

### Finance Wing

**Sub: AWARD OF OPERATION & MANAGEMENT (O&M) CONTRACTS OF 16x MANUAL TOLL PLAZAS ON NATIONAL HIGHWAY NETWORK FY 2016-17**

**1.1 Introduction:** Consequent upon the approval of the Chairman NHA for procurement of manual toll plazas for the F.Y. 2016-17, sixty one (61) toll plazas were offered for pre-qualification in line with PPRA Rules. In this regard 83 firms applied for pre-qualification, out of which 60 firms were pre-qualified as per approved criteria. Subsequently these shortlisted 60 firms were invited to offer their bids, which were opened by the Bid Opening & Evaluation Committee on 8<sup>th</sup> June, 2016 in the presence of bidders and / or their representatives.

**1.2 Bid Opening Result:**

S.No.	Description	No. of Toll Plazas	Remarks	Annexure
i.	Toll Plazas withdrawn prior to Bidding	03	Balakot, Havelian & Khawaza Khela being newly established toll plazas were withdrawn prior to Bidding	A
ii.	Toll Plazas being re-tendered	08	No / less bid received	B
iii.	Toll Plazas with more than two bidders	34	Already Awarded	C
iv.	Toll Plazas where single or two bids were received	16	<i>Being presented before NHA Executive Board under clause 10(c) chapter-III NHA Code-Vol-I</i>	Detail at para 1.4 below
	<b>Total:</b>	<b>61</b>		

**1.3 Summary of Revenue:**

Description	2015-16 Millions (Rs.)	2016-17 Millions (Rs.)	% Higher than Collected in 2015-16	% Higher than NTRC
Manual Toll Plazas	9,570.30	11,408.40	19%	10%

**1.4 Detail of Toll Plazas:**

(a) Toll plazas with single bids:

S.No.	Toll Plaza	Bids	Bidder's Name	Bid Price FY 2016-17 (Rs.)	Bid Price FY 2015-16 (Rs.)	% Above / (Below) Revenue	Reserve Price NTRC F.Y 2016-17 (Rs.)	% Above / (Below) NTRC Reserve Price
1	Ahmedpur East (N-5)	1	M/s NLC	384,000,000	342,996,000	12%	360,146,000	7%
2	Kandhkot (N-55)	1	M/s Shah Latif Enterprises	61,209,432	57,102,000	7%	59,957,000	2%
3	Karachi Northern Bypass (KNB) M-10	1	M/s Contract Plus	129,999,996	115,700,004	12%	121,485,000	7%

S.No.	Toll Plaza	Bids	Bidder's Name	Bid Price FY 2016-17 (Rs.)	Bid Price FY 2015-16 (Rs.)	% Above / (Below) Revenue	Reserve Price NTRC F.Y 2016-17 (Rs.)	% Above /(Below) NTRC Reserve Price
4	Mansehra *	1	M/s Saghee Traders & Contracting	50,400,000	49,090,716	3%	51,545,000	-2%
				<b>625,609,428</b>	<b>564,888,720</b>	<b>10.75%</b>	<b>593,133,000</b>	<b>5%</b>

(b). Toll plazas with two bids:

S.No	Toll Plaza	Bids	Bidder's Name	Bid Price FY 2016-17 (Rs.)	Bid Price FY 2015-16 (Rs.)	% Above / (Below) Revenue	Reserve Price NTRC F.Y 2016-17 (Rs.)	% Above /(Below) NTRC Reserve Price
1	Kalashah Kaku (N-5)	2	M/s NLC	369,432,000	309,960,000	19%	325,458,000	14%
2	Chund (Bridge) N-5	2	M/s MAB Brothers	76,245,432	72,000,000	6%	75,600,000	1%
3	Khanewal (N-5)	2	M/s NLC	370,080,000	351,012,000	5%	368,563,000	0.4%
4	Qutabpur (N-5A)	2	M/s NLC	243,000,000	221,100,000	10%	232,155,000	5%
5	Rojhan (N-55)	2	M/s Shah Latif Enterprises	85,700,400	70,650,000	21%	74,183,000	16%
6	Shershah (N-70)	2	M/s NLC	323,040,000	297,996,000	8%	312,896,000	3%
7	Moro (N-5)	2	M/s Abdul Qayoom Mazari	503,313,432	430,008,000	17%	451,508,000	11%
8	Shikarpur (N-55)	2	M/s H.K Enterprises	77,700,000	73,299,996	6%	76,964,000	1%
9	Jamshoro (N-5)	2	M/s NLC	678,000,000	625,332,000	8%	656,599,000	3%
10	Saeedabad (N-5)	2	M/s S.S.S Corporation	500,109,996	421,476,000	19%	442,550,000	13%
11	Leyari (LEP I & III Sohrab Goth)	2	M/s Shah Latif Enterprises	75,105,432	71,205,432	5%	74,765,000	0.5%
12	Nowshera (N-45)	2	M/s Sherzaman Operators	61,312,680	51,915,324	18%	54,511,000	12%
				<b>3,363,039,372</b>	<b>2,995,954,752</b>	<b>12%</b>	<b>3,148,752,000</b>	<b>5%</b>

\* New Toll Plaza

### 1.5 Justifications:

1.5.1 As per NHA Code Clause-10(c) Chapter-III Vol-I "prior approval of next higher authority shall be required..... where only two or less tender have been received and it is intended to place order to the only tendered or higher of the two approval of the next higher authority is required". Accordingly the tender acceptance committee has recommended the above 16x toll plazas for the approval of NHA Executive Board.

1.5.2 Bids received on 16x toll plazas at 1.4 above are average 12% above than collected revenue of FY 2015-16 as well as 5% above than reserve price given by NTRC.

### 1.6 Proposal:

In view of above NHA Executive Board is requested to approve the award of toll plazas at table 1.4(a) & (b) please.