

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | are in perfect condition Building to be repainted every year Timelines Required: Any rectification or replacement or repair shall be done within one day |
| Toll equipment Toll Plaza ITS Weigh station | Functional / efficient Clean Lighting Safety | 95 | Tolerances / Criteria 95% functional toll equipment / ITS / weigh station 95% lightings power 95 % furnished / painted Timelines Required: Repair/replace/refinish within one day |
| Accident Management recovery | Safety Lane availability | 98% | Tolerances / Criteria 100% accident management and vehicle recovery 90% lane availability Timelines Required: Vehicle recovery and accident management response to be made within 10 minutes |
| Reporting Roughness Condition Bridge Management System (BMS) Pavement Management System (PMS) | Condition Monitoring | 100 | Tolerances / Criteria 100% Required detailed reporting bi-annually |
| Project Implementation Unit office/ Operations and Maintenance buildings including laboratory building toilet water supply drainage lighting | Functional clean hygienic structures efficient dry comfortable | 98 | Tolerances / Criteria <ul style="list-style-type: none"> • 100% functional PIU office and laboratory • 98% functional laboratory testing equipment and apparatus • 100% testing facility of any type of tests • 98% lights functional, water supply and drainage functional • 98% time equipment (like |



| ASSET | OUTCOME | PERFORMANCE TARGET: % OF ASSET THAT SHALL BE IN THE OUTCOME DESCRIBED CONDITION | CONDITION ACCEPTANCE, SERVICES DELIVERY | ASSESSMENT CRITERIA AND |
|----------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| 2. Roadside | | | | |
| Grass / Turf | Neat Attractive Sight Distance Present Roadway free of obstruction | 90 | Tolerances / Criteria Neat | |
| | | | Sight distance is clear in intersections, passing zones and curves etc | |
| | | | Neat around crash barrier, headwalls, paved ditches | |
| | | | Adequate cover | |
| | | | Timelines Requirement: Respond immediately upon notification Road fill promptly and properly disposed of within 4 hours | |
| Debris and Road Fill | Neat Attractive | 99 | Tolerances / Criteria Roadside appears neat and clean | |
| Litter / Malba | Neat Attractive | 99 | Tolerances / Criteria Roadside appears neat and clean | |
| Landscaping | Stable No erosion | 95 | Tolerances / Criteria Neat and clean | |
| Slope | Stable No erosion | 95 | Tolerances / Criteria Minimal erosion and no erosion showing a pattern that will endanger the stability of the slope | |
| Slope Pitching | No Disturbed pitching | 95 | Tolerances / Criteria The slope of pitching surface should be as per design slope, slight variation | |
| Road Blockade | Minimum blockade | 99 | Tolerances / Criteria Inform traffic police and remove blockage, if required construct temporary diversion | |



| | | | |
|------------------------------------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| pavement Equipment Furniture | | | AC, water cooler, heater) functional <ul style="list-style-type: none"> • 100% furnishing item to be refinished once in every two years • 100% furniture functional • Total buildings to be painted every year <p>Timelines Required: Repair/replace/refinish within one day</p> |
|------------------------------------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| TOLL PLAZAS | PERFORMANCE TARGET |
|-----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Toll Processing Time | The Toll processing time for each vehicle per lane shall not exceed ten (10) seconds. In the event the Toll processing time at any Toll Plaza exceeds ten (10) seconds for a duration of one (1) Month at any time during the Concession Period (in the ordinary course), the Concessionaire shall forthwith add an additional lane or upgrade the system deployed at the Toll Plazas to ensure that the Toll processing time for each vehicle per lane shall not exceed ten (10) seconds. |



SEPCO

SCHEDULE S
FORM OF OPERATIONS BOND

To: [PKHA]

WHEREAS:

- (A) By an agreement in writing dated [insert date] (the "**Agreement**") and made between the Pakhtunkhwa Highways Authority ("**PKHA**") and Swat Expressway Planning Construction and Operations (Private) Limited (the "**Concessionaire**"), the Concessionaire has agreed to, *inter alia*, undertake the Project, as defined and detailed in the Agreement, under a build, operate and transfer basis (the "**Project**"), upon and subject to the terms and conditions of the Agreement.
- (B) The terms of the Agreement oblige the Concessionaire to provide an Operations Bond to PKHA as security for the due performance of its obligations during the Operations Period of the Project.

In consideration of your accepting of our obligations herein contained for the discharge of the Concessionaire's obligation to provide such guarantee, we, [insert full name and address of banking company in Pakistan] hereby, irrevocably and unconditionally, guarantee the payment of PKR [insert amount] (the "**Guaranteed Sum**"), being an amount equivalent to five percent (5%) the projected Toll Revenue for the relevant Operational Year, in respect of which this guarantee is required, and accordingly covenant with you and agree as follows:

GUARANTEE

1. Upon receipt of a written demand made by you upon us from time to time or at any time stating the Concessionaire has failed to perform its obligations during the Operations Period under the Agreement, and without the need for you to take legal action against or to obtain the consent of the Concessionaire, and notwithstanding any objection by the Concessionaire and without any further proof or condition and without any right of set off or counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding in aggregate the Guaranteed Sum. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct.

NO DISCHARGE

2. Our obligations hereunder shall not be affected by any act, omission, matter or thing that might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including without limitation and whether or not known to us or you:
- (a) at any time, the waiver to the Concessionaire or any other person;
- (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Concessionaire or any other person;
- (c) any legal limitation, disability or incapability relating to the Concessionaire or any other person;



- (d) any variation of or amendments to the Agreement or the works to be performed thereunder or any other documents or security so that references to the Agreement in this Guarantee shall include each such variation and amendments; and
- (e) any variation of or amendment to the Agreement of any obligations of the Concessionaire or any other person under the Agreement or any other document or security.

DURATION

- 3. This Guarantee shall be valid and remain in full force and effect till *[insert date]* ("Expiry Date"). Upon written notice by you at least one (1) month prior to the Expiry Date of the guaranteed sum for the subsequent Operational Year, we shall substitute this Guarantee with another guarantee in similar form as this Guarantee for the subsequent Operational Year, and on similar fashion thereafter for the duration of the Agreement. Upon your receipt of the guarantee in substitution of this Guarantee, you shall arrange to return this Guarantee for cancellation. If this Guarantee is not renewed for a further period, we shall make payment of the Guaranteed Sum on the Expiry Date.

PAYMENTS

- 4. Any payment made hereunder shall be made free and clear of, and without deduction of or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and on whomsoever imposed.

GOVERNING LAW

- 5. This Guarantee is governed by the laws of Pakistan and we hereby agree to submit to the exclusive jurisdiction of the courts of Pakistan over any claim arising out of this Guarantee.

IN WITNESS WHEREOF this Guarantee has been executed on this *[insert day]* day of *[insert month]* *[insert year]*.

SIGNED for and on behalf of)
[* the Guarantor Bank])

by its Attorney, [* Name of Attorney])

WITNESSES:

[]
[]



SCHEDULE T
PROJECT COMPLETION SCHEDULE

| SR. No. | DESCRIPTION OF ACTIVITY | DURATION/TIME |
|---------|------------------------------------|-----------------------------------------------------------------------------------------|
| 1 | Field Works and Data Collection | First (1 st) Month after the Effective Date |
| 2 | Field Surveys | First (1 st) Month after the Effective Date |
| 3 | Soil investigation | First (1 st) Month after the Effective Date |
| 4 | Submission of Detailed Design | Within five (5) Months from Effective Date |
| 5 | Achievement of Financial Close | Within six (6) Months from the Effective Date |
| 6 | Financial Close Achievement Notice | Upon achievement of Financial Close |
| 7 | Commencement of Works | Within one (1) Month of the Appointed Date |
| 8 | 70% of the Main Carriageway | December 31, 2017 (subject to timely provision of the Concession Area) |
| 9 | Main Carriageway | Eighteen (18) Months from the Works Commencement Date |
| 10 | Construction Period | Twenty four (24) month from the Works Commencement Date |
| 11 | Operations Period | From the Service Commencement Date to the Expiry Date (or Termination Date, if earlier) |
| 12 | Expiry | Expiry Date |



SCHEDULE U
LIST OF PROJECT DOCUMENTS

1. This Agreement (executed);
2. All Financing Agreements (to be executed);
3. The Joint Venture Agreement or the Shareholders' Agreement, as the case may be (to be executed), if any;
4. The Project Agreements (to be executed);
5. All other contracts executed by the Concessionaire for the discharge of its obligations under this Agreement.



SCHEDULE V
TORS OF THE INDEPENDENT ENGINEER

1. The duties and responsibilities of the Independent Engineer shall include:
- (a) review of the Detailed Design;
 - (b) periodic inspection of the Works for the purpose of the issuance of *inter alia* the Premises Completion Certificate, the Section Completion Certificates, the Substantial Completion Certificate along with the Incomplete Works List and the Completion Certificate in accordance with the terms of this Agreement;
 - (c) verification and checking of quality and quantity of the Works accomplished by the Concessionaire as against the Construction Performance Standards, the Approved Detailed Design, and the Works programme;
 - (d) advice on corrective measures to be undertaken on any defects in the Works;
 - (e) ensuring that the Approved Detailed Design and the Works are being carried out within the relevant cost projections and construction schedules and otherwise in conformity with this Agreement;
 - (f) certify the milestones for release of the Construction Performance Bond;
 - (g) making recommendations to PKHA for adoption and/or Approval of requests for extension of time for completion of the Works;
 - (h) determination of appropriate relief as a consequence of a Compensation Event and Relief Event, in accordance with the terms of this Agreement;
 - (i) determination of any Incremental and Consequential Costs to be borne by PKHA in accordance with the terms of this Agreement;
 - (j) determine the Termination Payment jointly with the Independent Auditor;
 - (k) on a six (6) monthly basis, preparing a report of the occurrence of any Permitted Events and the likely consequences thereof, jointly with the Independent Auditor;
 - (l) regularly reporting to the Financiers in respect of various matters pertaining to this Agreement; and
 - (m) such other functions as stated in this Agreement, the Financing Agreements, PKHA Agreements or as may be stipulated in the IE Contract.

2. THE DELIVERABLES

- (a) The Independent Engineer shall deliver to PKHA, the Concessionaire and the Financiers the following:

- i. a copy of all formal communications/correspondence/letters under the IE



Contract;

- ii. a copy of all the reports generated under the IE Contract;
- iii. 6x copies each, of monthly progress reports on 5th day of every month; reporting the schedule and cost performance of the Project on the basis of earned value management systems along with the performance of the Project in terms of quality of works and forecast the project performance based on performance indices;
- iv. a copy of Project site visit reports along with the observations and recommended remedial actions, after visiting the site;
- v. a copy of test result reports along with proposed remedial measures (if any), immediately after conducting tests on the Concession Area;
- vi. a presentation, whenever requested, about a particular issue or regarding the general status of the Project.



SCHEDULE W
FORM OF SECTION COMPLETION CERTIFICATE

This certificate of section completion (this "Section Completion Certificate") is issued on this [insert day] day of [insert month] in the Year [insert year] by [insert details of the Independent Engineer].

Pursuant to the terms of the concession agreement dated [insert date] (the "Agreement") between PKHA and Swat Expressway Planning Construction and Operations (Private) Limited (the "Concessionaire"), whereby the Concessionaire has agreed to undertake the Project, as defined and detailed in the Agreement, on a build, operate and transfer basis (the "Project"), the Independent Engineer hereby certifies that the Concessionaire has successfully Substantially Completed (as defined in the Agreement and applicable to the Section completion) the Works related to [insert details of relevant Section of the Expressway] pursuant to the Agreement in conformity with the Construction Performance Standards and the Approved Detailed Design, and the [insert details of relevant Section of the Expressway] is capable of being safely and reliably opened for commercial operations.

This Section Completion Certificate shall not release the Concessionaire from its obligation to complete the Works enumerated in the Incomplete Works List and the performance of any of its other obligations under the Agreement. Further, the issuance of this Section Completion Certificate shall not absolve the Concessionaire from its duty to ensure the quality, soundness, durability and safety of the Works relevant to [insert details of relevant Section of the Expressway] and compliance with the O&M Manual.

Witnesses:

1. [insert details]
2. [insert details]

[insert the Independent Engineer's name]



SCHEDULE X
FORM OF SUBSTANTIAL COMPLETION CERTIFICATE

This certificate of substantial completion (this "Substantial Completion Certificate") is issued on this [insert day] day of [insert month] in the Year [insert year] by [insert details of the Independent Engineer].

Pursuant to the terms of the concession agreement dated [insert date] (the "Agreement") between PKHA and Swat Expressway Planning Construction and Operations (Private) Limited (the "Concessionaire"), whereby the Concessionaire has agreed to undertake the Project, as defined and detailed in the Agreement, on a build, operate and transfer basis (the "Project"), the Independent Engineer hereby certifies that the Concessionaire has successfully Substantially Completed (as defined in the Agreement) the Works in respect of the Expressway and tunnel(s) pursuant to the Agreement (except the Works enumerated in the Incomplete Works List enclosed herewith) in conformity with the Construction Performance Standards and the Approved Detailed Design, and the Expressway is capable of being safely and reliably opened for commercial operations.

This Substantial Completion Certificate shall not release the Concessionaire from its obligation to complete the Works enumerated in the Incomplete Works List and the performance of any of its other obligations under the Agreement. Further, the issuance of this Substantial Completion Certificate shall not absolve the Concessionaire from its duty to ensure the quality, soundness, durability and safety of the Works and compliance with the O&M Manual.

Witnesses:

1. [insert details]
2. [insert details]

[insert the Independent Engineer's name]



SCHEDULE Y
TRAFFIC MANAGEMENT PLAN

[To be attached upon preparation in accordance with Approved Detailed Design]



SCHEDULE Z
FORM OF TRANSFER BOND

To: [PKHA]

WHEREAS:

- (A) By an agreement in writing dated [insert date] (this "Agreement") and made between the Pakhtunkhwa Highways Authority ("PKHA") and Swat Expressway Planning Construction and Operations (Private) Limited (the "Concessionaire"), the Concessionaire has agreed to, *inter alia*, undertake the Project, as defined and detailed in the Agreement, under a build, operate and transfer basis (the "Project"), upon and subject to the terms and conditions of the Agreement.
- (B) The terms of the Agreement oblige the Concessionaire to provide a Transfer Bond to PKHA as security to cure any shortcomings in the physical assets of the Concessionaire including all civil works, installations, equipment and facilities during the period when the Project is being transferred from the Concessionaire to the PKHA.

In consideration of your accepting of our obligations herein contained for the discharge of the Concessionaire's obligation to provide such guarantee, we, [insert full name and address of banking company in Pakistan] hereby, irrevocably and unconditionally, guarantee the payment of PKR 683.30 Million (the "Guaranteed Sum"), being an amount equivalent to two percent (2%) of the Estimated Project Cost, and accordingly covenant with you and agree as follows:

GUARANTEE

1. Upon receipt of a written demand made by you upon us from time to time or at any time stating the Concessionaire has failed to perform its obligation to ensure that the Project Assets fulfill the Handback Requirements under the Agreement, and without the need for you to take legal action against or to obtain the consent of the Concessionaire, and notwithstanding any objection by the Concessionaire and without any further proof or conditions and without any right of set off or counterclaim, we shall forthwith pay to you the amount or amounts specified in such demand or demands, not exceeding in aggregate the Guaranteed Sum. Such payment or payments shall be made by transfer to an account in your name at such bank in such place as you shall direct.

NO DISCHARGE

2. Our obligations hereunder shall not be affected by any act, omission, matter or thing that might operate to release or otherwise exonerate us from our obligations hereunder, in whole or in part, including without limitation and whether or not known to us or you:
- (a) at any time, the waiver to the Concessionaire or any other person;
- (b) the taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Concessionaire or any other person;
- (c) any legal limitation, disability or incapability relating to the Concessionaire or any other person;



- (d) any variation of or amendments to the Agreement or the works to be performed thereunder or any other documents or security so that references to the Agreement in this Guarantee shall include each such variation and amendments; and
- (e) any variation of or amendment to the Agreement of any obligations of the Concessionaire or any other person under the Agreement or any other document or security.

DURATION

- 3. This Guarantee shall remain valid and in full force and effect until you shall have notified us in writing that the Concessionaire has performed all its obligations and discharged all its liabilities under or relating to the Agreement in respect of the Handback Requirements, following which this Guarantee shall be returned to the Concessionaire within such time period as specified in the Agreement; provided, that this Guarantee shall expire on *[insert date]*.

PAYMENTS

- 4. Any payment made hereunder shall be made free and clear of, and without deduction of or on account of, any present or future taxes, duties, charges, fees, deductions or withholdings of any nature whatsoever and on whomsoever imposed.

GOVERNING LAW

- 5. This Guarantee is governed by the laws of Pakistan and we hereby agree to submit to the exclusive jurisdiction of the courts of Pakistan over any claim arising out of this Guarantee.

IN WITNESS WHEREOF this Guarantee has been executed on this *[insert day]* day of *[insert month]* *[insert year]*.

SIGNED for and on behalf of)

[* the Guarantor Bank])

)

by its Attorney, [* Name of Attorney])



WITNESSES:

[]

[]



SCHEDULE AA
CORPORATE DETAILS OF THE CONCESSIONAIRE

1. Form/Type of Company: Private Limited
2. Authorized share capital: PKR 100,000/-
3. Issued share capital: PKR 100,000/-
4. Shareholders: Sponsor and nominees



SCHEDULE AB
NOT USED



SCHEDULE AC
NOT USED



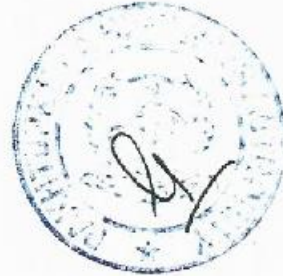
SCHEDULE AD
DETAILED DESIGN MODULES

| SR. No. | DESIGN MODULE | TENTATIVE COMPLETION TIME |
|---------|---------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1 | Land Acquisition & Utilities Removal Folder on preliminary Design | Within 1 Month from Effective Date |
| 2 | Rd 0+000 to Rd 20+000 (Including Interchanges) | Within 2 Months from Effective Date |
| 3 | Rd 20+000 to Rd 40+000 (Including Interchanges) | Within 2.5 Months From Effective Date |
| 4 | Rd 40+000 to Rd 60+000 (Including Interchanges) | Within 3 Months from Effective Date |
| 5 | Rd 60+000 to Rd End Point (Including Interchanges) | Within 4 Months From Effective Date |
| 6 | Tunnel Design | Within 5 Months From Effective Date |
| 7 | Allied Facilities (including but not limited to ITS, Toll Plazas, ETTM System Culverts, Ancillary Works etc.) | Within 5 Months from Effective Date |



SCHEDULE AE
O&M MANUAL

[To be attached upon preparation in accordance with this Agreement]



SCHEDULE AF
INSURANCE COVER

(Note: The insured sums will be as agreed with the respective takaful or insurance companies in accordance with Good Industry Practice as prevailing at the relevant time)

(a) Takaful or Insurance for the Works

(i) Contractor's All Risks Policy

Minimum Sum to be Insured :
Period of Insurance : The Construction Period

(ii) Comprehensive Third Party Liability

Minimum Sum to be Insured :
Period of Insurance : The Construction Period

(iii) Damages to the Works

Minimum Sum to be Insured :
Period of Insurance : The Construction Period

(iv) Workmen's compensation insurance as required under the Laws of Pakistan

Minimum Sum to be Insured :
Period of Insurance : The Construction Period

(v) Force Majeure Events

Minimum Sum to be Insured :
Period of Insurance : The Construction Period

(b) Takaful or Insurance During the Operations Period (on the Project Assets (excluding the Existing Project Assets))

(i) Damages to the Project Assets

Minimum Sum to be Insured :
Period of Insurance : The Operations Period

(ii) Comprehensive Third Party Liability

Minimum Sum to be Insured :
Period of Insurance : The Operations Period

(iii) Cash In-Transit



- Minimum Sum to be Insured :
Period of Insurance : The Operations Period
- (iv) Workmen's compensation insurance as required under the Laws of Pakistan
- Minimum Sum to be Insured :
Period of Insurance : The Operations Period
- (v) Force Majeure Events
- Minimum Sum to be Insured :
Period of Insurance : The Operations Period

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SIGNATURE PAGES

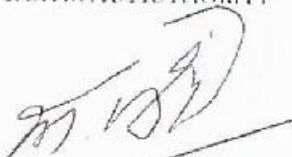
IN WITNESS WHEREOF the Parties have executed this Agreement on the Effective Date.

PAKHTUNKHWA HIGHWAYS AUTHORITY

EXECUTED

For and on behalf of

PAKHTUNKHWA HIGHWAYS AUTHORITY



ENGR. MUHAMMAD UZAIR

Managing Director

Pakhtunkhwa Highways Authority

In the presence of witness:

Signature: 

Name: **BARKATULLAH**

CNIC No. 15602-9394857-7

In the presence of witness:

Signature: 

Name: **SHAHZAD AFZAL KHAN**

CNIC No. 17301-1447674-1

1753

6-18-15

TREASURY OFFICE
04 OCT 2015
PESHAWAR

Stamp Vendor
L No. 3 DI 23-27

S. No. 1575 Date

Assistant Accountant B-16
Treasury Office Peshawar

Express Way
SEPCO
(PVT) LTD.
SEPCO

CONCESSIONAIRE

EXECUTED

For and on behalf of

SWAT EXPRESSWAY PLANNING CONSTRUCTION AND OPERATIONS (PRIVATE) LIMITED

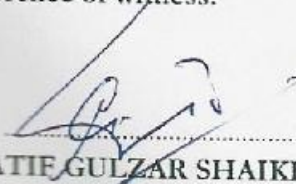


SARDAR SALMAN SHER QAISRANI

Director

Swat Expressway Planning Construction and Operations (Private) Limited

In the presence of witness:

Signature: 

Name: **ATIE GULZAR SHAIKH**

CNIC No. **35200-7912322-9**

In the presence of witness:

Signature: 

Name: **ABDUL JAMAL KHAN**

CNIC No. **37405-2265646-7**

SALIENT FEATURES – SWAT EXPRESSWAY

| | | |
|----------------------------------------|---|---------------------------------------------------|
| Alignment | : | New |
| Project Length | : | 81 Kilometers (fenced) |
| Right of Way | : | 80 Meter (approx. 265ft) |
| No. of Lanes | : | 4 Lanes |
| Design Speed | : | 120Km/hr |
| Future Planning | : | Addition of 2 lanes on outer side |
| Median | : | New Jersey Barrier with Anti Glare louvers |
| Shoulder width (Treated) | : | Outer – 3 meter & Inner – 1 meter |
| Interchanges | : | 07 Nos. |
| Tunnel | : | Malakand Range 2 Tube with 4 lanes (2x2) 1..25 km |
| Service Road | : | 3.65 m with 1 m Shoulder on either side |
| Construction Period | : | 02 Years |
| Project Cost | : | Rs 34.165 billion |
| Anticipated Opening Day Traffic | : | 18,000 ADT |

PROJECT EVENTS IN CHRONOLOGICAL ORDER

| S.NO. | ACTIVITY | DATE |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1 | Advertisement for Expression of Interest | 19-12-2015 |
| 2 | Receiving Expression of Interest | 21-01-2016 |
| 3 | Issuance of Request for Proposal | 29-03-2016 |
| 4 | Pre-Bid Conference | 15-04-2016 |
| 5 | Bid Received | 30-05-2016 |
| 6 | Opening of Technical Proposal | 30-05-2016 |
| 7 | Opening of Financial Proposal | 08-06-2016 |
| 8 | Issuance of Letter of Invitation to FWO | 28-06-2016 |
| 9 | Issuance of Letter of Support (LOS) to FWO | 25-07-2016 |
| 10 | Ground Breaking Ceremony Performed | 25-08-2016 |
| 11 | Approval of Concession Agreement by PPP Committee | 05-10-2016 |
| 12 | Signing of Concession Agreement | 07-10-2016 |
| 13 | Short listing of Independent Engineer & Independent Auditor | 02-12-2016 |
| 14 | Standby Letter of Credit (SBLC) | 05-12-2016 |
| 15 | Achievement of Conditional Financial Close | 05-04-2017 |
| 16 | EIA Report Approved by EPA | 07-04-2017 |
| 17 | Approval of : <ul style="list-style-type: none"> • Concession Direct Agreement • Provincial Support Agreement • Shareholder's Agreement • Independent Engineer Agreement • Independent Auditor Agreement | 13-04-2017 |

COMPLETION SCHEDULE

| | | |
|------------------------------------------------------------|----------|-------------------------------------|
| Effective date for the Project | : | 7th October, 2016 |
| Appointed date for the Project | : | 5th April, 2017 |
| Commencement date | : | 4th May, 2017 |
| Project Duration | : | 24 Month |
| Project Completion date as per Concession Agreement | : | 3rd May, 2019 |



**GOVERNMENT OF KHYBER PAKHTUNKHWA
PUKHTUNKHWA HIGHWAYS AUTHORITY**

Attach Department Complex, Near Treasury Office, Khyber Road Peshawar
Tele: # 091-9210557 Fax # 091-9210434, E-mail: fha_md@yahoo.com

No. 46410/Admn-62/ PKHA

Dated 07/10/2016

**M/s Swat Expressway Planning Constructions
and Operations (Private) Limited**
(owned by M/s Frontier Works Organization)
509, Kashmir Road, R. A. Bazar
Rawalpindi

TCS

470

7107552

18/10/2016

18/10/2016

Subject: **LETTER OF AWARD**
SWAT EXPRESSWAY ON BUILD-OPERATE-TRANSFER BASIS

1. Pakhtunkhwa Highways Authority (PKHA), based on the successful bidding process, is pleased to issue this Letter of Award (LOA) to M/s Swat Expressway Planning Constructions and Operations (Private) Limited (a special purpose vehicle owned by M/s Frontier Works Organization (FWO)) for "Construction of Swat Motorway (Expressway) on Build-Operate-Transfer (BOT) basis" (the Project). *All capitalized terms used but not defined in this LOA shall have the meanings as ascribed in Concession Agreement.*

2. Some of the important features of the Concession Agreement, approved by the Public Private Partnership (PPP) Committee of Khyber Pakhtunkhwa, are as follows:

- a. **Scope of Work:** The Project starts at Kernal Sher Interchange M-1 and terminates at Chakdara Interchange N-45. The Project shall be a 4-lane divided, access controlled Motorway facility with seven (07) interchanges and 2-Tube Tunnel facility at Malakand Mountainous Range.
- b. **Concession Term:** Twenty-five (25) years.
- c. **Project Cost:** PKR 34,165.00 Million (Pak Rupees Thirty Four thousand One hundred and Sixty Five million only).
- d. **GOKP/PKHA Funding Amount:** Government of Khyber Pakhtunkhwa (the Government) / PKHA shall fund the PKHA Funding Amount by subscribing to the Equity (Class B Shares) of the Concessionaire to the tune of PKR 11,500.00 Million (Pak Rupees Eleven thousand Five hundred Million)
- e. **Subordinate Financing:** A Subordinate Financing (Provincial Government Loan) of PKR 5,500.00 Million (Pak Rupees Five thousand and Five hundred Million only) shall be arranged by the PKHA for the Project as per subordinate loan agreement.
- f. **Financial Close:** One hundred and eighty (180) calendar days.
- g. **Construction Period:** The works in respect of seventy percent (70%) of the Main Carriageway shall be completed by December 31, 2017, whereas, the entire Main Carriageway shall be completed within eighteen (18) Months from the Work Commencement Date. The entire project including Tunnel shall be completed within twenty four (24) months.

- h. Land/Concession Area: PKHA shall at its own cost and expense provide Right of Way / Concession Area required for the Project and shall deliver the encumbrance free vacant possession to the Concessionaire.
- i. Project Tolling Rights: The Concessionaire shall be given tolling rights of Swat Expressway under closed tolling system for the period mentioned in the Concession Agreement.
- j. Project Handback: At the end of the Concession Period, the Project Assets, fitting and fixtures, building and constructions on Right of Way or on any of the PKHA land shall be returned to PKHA in a well maintained operational condition and meeting the riding quality standards at no cost to the PKHA and in accordance with Handback requirements fully agreed to and detailed in the Concession Agreement.

3. PKHA looks forward to work together for timely implementation of this prestigious national project at par with international motorway standards. We extend our full support for the Project and hope that your esteemed team will come up with a spirit of cooperation, trust and mutual respect.

Managing Director
PKHA

Cc:

1. Secretary to Government of Khyber Pakhtunkhwa, Communication & Works Department.
2. Secretary to Government of Khyber Pakhtunkhwa, Planning & Development Department
3. Secretary to Government of Khyber Pakhtunkhwa, Finance Department.
4. Secretary to Government of Khyber Pakhtunkhwa, Law & Parliamentary Affairs Department.
5. Principal Secretary to Chief Minister Khyber Pakhtunkhwa.
6. Head, Strategic Support Unit, Chief Minister Secretariat Peshawar.
7. Project Director, Swat Expressway, Pakhtunkhwa Highways Authority.
8. Manager Government Printing Press for official Gazette Notification as per provision of Section 35 of PPP Act 2014.

Managing Director

سی اینڈ ڈبلیو بلڈنگ ڈویژن نوشہرہ

| سوال | جواب | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------|--------------------------|---------------------------------------------------------|------------|----------------|---------------------------------------------------------------------------------------------------|--------|--------------|----------|------------------------|---------------------------------------------------------|-----------------------------------------------------------------------|----------|--------------|----------|------------------------|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------------|----------|------------------------|---------------------------------------------------------|
| <p>کیا وزیر مواصلات و تعمیرات ارشاد فرمائیں گے کہ (ا) آیا یہ درست ہے کہ صوبہ خیبر پختونخوا میں سال 2013 سے تاحال چھوٹے اور بڑے منصوبے ایف ڈبلیو او کے ذریعے زیر تعمیر ہیں؟</p> | <p>جی ہاں یہ درست ہیں۔</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>(ب) اگر جواب اثبات میں ہو تو ہر منصوبے کے تفصیل بمعہ نام لاگت، ٹی او آر، ٹینڈر اور منصوبے کے طریقہ کار کے ساتھ نام، لوکیشن، محکمہ، ٹھیکہ دینے کا طریقہ کار کی علیحدہ علیحدہ مکمل تفصیل بمعہ دستاویز کے فراہم کی جائے۔</p> | <p>ایف ڈبلیو او کو دیئے گئے منصوبوں کی تفصیل مندرجہ ذیل ہیں اور دستاویزات منسلک ہیں</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>Name of Scheme</th> <th>E/Cost</th> <th>TOR & Approval to Tender</th> <th>Location</th> <th>Department</th> <th>Award Contract</th> </tr> </thead> <tbody> <tr> <td>Improvement & Standardization of DHIQ Hospital in Nowshera ADP No. 252/10456 SI: Additional Works</td> <td>100.00</td> <td>Single Stage</td> <td>Nowshera</td> <td>Health Executed by C&W</td> <td>Through Approval of Summary by Chief Minister KP to FWO</td> </tr> <tr> <td>Establishment of Nowshera Medical College Nowshera ADP No. 401/150522</td> <td>1336.811</td> <td>Single Stage</td> <td>Nowshera</td> <td>Health Executed by C&W</td> <td>Through Approval of Summary by Chief Minister KP to FWO</td> </tr> <tr> <td>Improvement/Rehabilitation of District Headquarter & Teaching Hospitals of Khyber Pakhtunkhwa ADP No. 431/150530 SI: Improvement/Rehabilitation of Old DHIQ Teaching Hospital Nowshera</td> <td>169.470</td> <td>Single Stage</td> <td>Nowshera</td> <td>Health Executed by C&W</td> <td>Through Approval of Summary by Chief Minister KP to FWO</td> </tr> </tbody> </table> | Name of Scheme | E/Cost | TOR & Approval to Tender | Location | Department | Award Contract | Improvement & Standardization of DHIQ Hospital in Nowshera ADP No. 252/10456 SI: Additional Works | 100.00 | Single Stage | Nowshera | Health Executed by C&W | Through Approval of Summary by Chief Minister KP to FWO | Establishment of Nowshera Medical College Nowshera ADP No. 401/150522 | 1336.811 | Single Stage | Nowshera | Health Executed by C&W | Through Approval of Summary by Chief Minister KP to FWO | Improvement/Rehabilitation of District Headquarter & Teaching Hospitals of Khyber Pakhtunkhwa ADP No. 431/150530 SI: Improvement/Rehabilitation of Old DHIQ Teaching Hospital Nowshera | 169.470 | Single Stage | Nowshera | Health Executed by C&W | Through Approval of Summary by Chief Minister KP to FWO |
| Name of Scheme | E/Cost | TOR & Approval to Tender | Location | Department | Award Contract | | | | | | | | | | | | | | | | | | | | |
| Improvement & Standardization of DHIQ Hospital in Nowshera ADP No. 252/10456 SI: Additional Works | 100.00 | Single Stage | Nowshera | Health Executed by C&W | Through Approval of Summary by Chief Minister KP to FWO | | | | | | | | | | | | | | | | | | | | |
| Establishment of Nowshera Medical College Nowshera ADP No. 401/150522 | 1336.811 | Single Stage | Nowshera | Health Executed by C&W | Through Approval of Summary by Chief Minister KP to FWO | | | | | | | | | | | | | | | | | | | | |
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| <p>(ج) سال 2013 سے تاحال کتنے منصوبے ایف ڈبلیو او کے وساطت سے مکمل ہو چکے ہیں۔ سکیم کا نام، لوکیشن، محکمہ، لاگت، ٹینڈر اور ٹی او آر کی تفصیل بمعہ دستاویزات فراہم کی جائے نیز یہ بھی بتائیں کہ ایف ڈبلیو او کس ادارے سے تعلق رکھتا ہے تفصیل فراہم کی جائے۔</p> | <p>تمام منصوبے جاری ہیں۔ سکیموں کی تفصیل درجہ بالا ہیں۔ جبکہ ایف ڈبلیو او پاکستان انجینئرنگ کونسل سے لائسنس شدہ کنسٹرکشن فرم ہیں۔</p> | | | | | | | | | | | | | | | | | | | | | | | | |

EXECUTIVE ENGINEER
BUILDING DIVISION
NOWSHERA

سی اینڈ ڈبلیو ڈویژن ایبٹ آباد

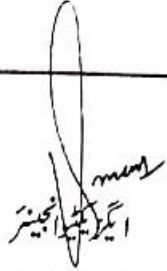
| سوال | جواب |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| کیا وزیر مواصلات و تعمیرات ارشاد فرمائیں گے کہ؟ | |
| (ا) آیا یہ درست ہے کہ صوبہ خیبر پختونخواہ میں سال 2013 سے تا حال چھوٹے اور بڑے منصوبے ایف۔ ڈبلیو۔ او FWO کے ذریعے زیر تعمیر ہیں جبکہ صرف ایک منصوبہ سی اینڈ ڈبلیو ڈویژن ایبٹ آباد کے تحت زیر تعمیر ہے۔ | 3407.687 |
| (ب) اگر ایف کا جواب اثبات میں ہو تو: ہر منصوبے کی تفصیل بعد نام، لاگت، TOR مینڈر اور منصوبے کا طریقہ کار کے ساتھ نام، لوکیشن، محکمہ ٹھیکہ دینے کا طریقہ کار کی علیحدہ علیحدہ مکمل تفصیل بعد دستاویزات کے فراہم کی جائے۔ | سی اینڈ ڈبلیو ڈویژن ایبٹ آباد کے تحت صرف ایک منصوبہ ایف۔ ڈبلیو۔ او FWO کے تحت زیر تعمیر ہے جس کا نام ہے F/S CONSTRUCTION & SUPERVISION OF BYPASS ROAD FROM AYUB BRIDGE HAVELIAN TO DHAMTOUR N-35 (18.325 KM) یہ منصوبہ سنگل مینڈر کی بنیاد پر کیبنٹ فورم میں منظور ہوا۔ جس کی Rs. 3407.687 (M) Revise Cost ہے۔ |
| (ج) سال 2013 سے تا حال کتنے منصوبے ایف۔ ڈبلیو۔ او FWO کی وسعت سے مکمل ہو چکے ہیں۔ سکیم کا نام، لوکیشن، لاگت، مینڈر اور TOR کی تفصیل بعد دستاویزات کے فراہم کی جائے۔ نیز یہ بھی بتائیں کہ ایف۔ ڈبلیو۔ او FWO کے ذریعے تعلق رکھتا ہے۔ تفصیل فراہم کی جائے۔ | |


ایگزیکٹو انجینئر

سی اینڈ ڈبلیو ڈویژن ایبٹ آباد

سی اینڈ ڈبلیو ڈویژن چترال

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>کیا درجہ موصلات و تعمیرات ارشاد فرمائیں گے کہ جی ہاں۔</p> | <p>(الف) آیا پورے سال ہے کہ صوبہ گیسو پمپنگ سٹیشنوں میں سال 2013 سے بحال ہوئے اور بڑے منصوبے ایف ڈبلیو FWO کے ذریعے زیر تعمیر ہیں؟</p> |
| <p>سی اینڈ ڈبلیو ڈویژن چترال کے زیر سپاؤنڈ ایک منصوبہ جس کا نام Restoration of Roads/Bridges affected due to torrential Rain/Glacial Lake Outburst Flood in July & August 2015 District Chitral Non ADP 2015-16 SH: (1) Chitral Booni Road 76 KM (2) Chitral Garum Chashma road 23 KM (3) Kalash Valley Bumborate Road 10 KM (4) Overhead charges FWO ہے۔ جس کی لاگت (M) 215.868 ہے۔ TOR ٹینڈر نوٹیفکیشن و قیام صوبائی حکومت روڈ کے مطابق کئے گئے ہیں۔ دستاویزات منسلک ہے۔</p> | <p>(ب) اگر جواب ہاں میں ہے تو ہر منصوبے کے تفصیل بعد نام لاگت، ٹینڈر رزادور منصوبے کا طریقہ کار کے ساتھ ساتھ نام لوکیشن، محکمہ، ٹیکسٹ، دینے کا طریقہ کار کی علیحدہ علیحدہ مکمل تفصیل مع دستاویز کے فراہم کی جائے۔</p> |
| <p>سال 2013 سے بحال چترال ڈسٹرکٹ میں ایک منصوبہ مکمل ہو چکا ہے۔ جس کا نام اور لاگت اوپر دیا گیا ہے۔</p> | <p>(ج) سال 2013 سے بحال کئے منصوبے ایف ڈبلیو اور FWO کے وساطت سے مکمل ہو چکے ہیں۔ سکیم کا نام لوکیشن، محکمہ، لاگت، ٹینڈر رزادور TRO کی تفصیل کی بعد دستاویزات فراہم کی جائے نیز یہ بھی بتائیں کہ ایف ڈبلیو اور اس ادارے سے تعلق رکھتا ہے تفصیل فراہم کی جائے۔</p> |


ایگزیکٹو انجینئر

سی اینڈ ڈبلیو ڈویژن چترال



GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT

22. Fore going above Rs.30.00 (M) has been given to FWO as per Para-11 of the Summary as mobilization advance in accordance with MOU signed on 24th July 2015.
23. FWO has almost completed the immediate restoration work of the 03 major Roads including Launching of 03 Nos. Steel Bridges (Two Nos. foot Bridges 15m & 13m Span each and one Jeopable Bridger span 7.62 (M) and opened to light Traffic.
- Chitral Deoni Road
 - Chitral Garam chashma Road
 - Ayun Bamborate Road
24. As per Para-7 of the Summary PC-I/DCE for the restoration of above work has been framed for Rs.222.00 (M) on MRS 2015 including Non-scheduled items worth Rs 91,492 (M) and overhead charges of Rs.21,632 (M) added by FWO being the sole contractors (Annex-C). Commanding officer FWO informed that, 20% overhead charges are of the routine nature required for restoration of emergent nature of works and apart from other expenses these charges also include Road/aerial carriage and Transportation of Labour, Material and Machinery.
25. Meanwhile commanding officer FWO Chitral vide their letter No.610/G/P dated 25-06-2015 (Annex-D) demanded Rs 70.00 (M) as additional mobilization advance which will be adjusted in the running bills after formal approval of PC-I. This condition was not included in the MOU already signed by the FWO.
26. C&W Department also restored 23 link roads having total length of 365 Km with 12 No. Bridges and opened to all sort of traffic for which a PC-I / estimate of Rs.59,168 million has been submitted to Relief, Rehabilitation & Settlement Department for arrangement of administrative approval, which has to be discussed in the coming PDWP meeting.
27. Keeping in view Para 25 and 26 above the Chief Minister is requested to grant approval
- For consideration of overhead charges amounting to 21,632 (M) included in the estimate by FWO and to process the PC-I as Non-ADP scheme
 - Direct the Finance Department / Relief, Rehabilitation & Settlement Department for arrangement and release of remaining Rs. 192.00 (M) for payment to FWO to clear the liabilities.
28. Para 27 (i) and (ii) are submitted for approval please.

SECRETARY, C&W

200

GOVERNMENT OF KHYBER PAKHTUNKHWA
PLANNING & DEVELOPMENT DEPARTMENT



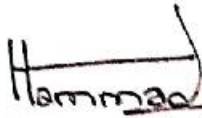
SUMMARY FOR CHIEF MINISTER

Subject: RESTORATION/ REHABILITATION OF FLOOD DAMAGED
ROADS & BRIDGES IN DISTRICT CHITRAL

30. PC-I amounting to Rs. 69.168 million referred in para 26 has already been approved by the PDWP in its meeting held on 03rd September, 2015. Minutes may be perused at Flag-D


31. The issue of non-scheduled items and overhead charges in the upcoming PC-I will be considered by PDWP at the time of its approval. Overhead charges @ 20% are on much higher side and a detailed presentation to the PDWP will be required by FWO to justify the provision. Necessary amendments in the MOU will be made accordingly, after approval of PC-I by the PDWP.

32. As already approved vide para 18, funds required at this stage will be arranged by the Administrative Secretary through intra sectoral re- appropriation. Later after 2nd Quarter Review, inter sectoral re-appropriation will be done from saving/surrender in other sectors.


(Dr. Hammad Uwais Agha)
Additional Chief Secretary

Chief Secretary

Secy C&W


15/9/2015
Chief Secretary
Govt: of Khyber Pakhtunkhwa



OFFICE OF THE CHIEF ENGINEER (NORTH)
COMMUNICATION & WORKS DEPARTMENT
GOVT. OF KHYBER PAKHTUNKHWA, PESHAWAR

No. 696/60/FD/2015-16

Dated: 7/08/2015

To

The Executive Engineer
C&W Division Chitral

Subject.

**BLOCKAGE/DAMAGES OF VARIOUS ROADS AT DISTRICT
CHITRAL DUE TO HEAVY RAIN FALL ON 16-07-2015.**

I am directed to enclose herewith Section Officer (Roads) C&WD letter No. SOR/1-12/Chitral/W&S/2008/Vol-III dated 29-07-2015 and you are requested to immediately furnish PC-I/Detail cost estimates of the damaged schemes for further processing please.

Encl: (As above)


SUPERINTENDING ENGINEER (H/Q)

c.c.

- 1- Section Officer (Roads) C&W Department Peshawar.
- 2- PA to Chief Engineer (North) C&W Department Peshawar.

1
SUPERINTENDING ENGINEER (H/Q)



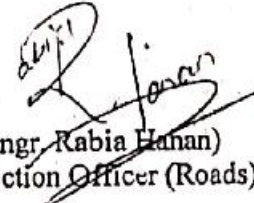
GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT
No.SOR/1-12/Chitral/W&S/2008/Vol-III
Dated: July 29, 2015

To

The Chief Engineer (North)
Communication & Works,
Peshawar.


**SUBJECT:- BLOCKAGE/DAMAGES OF VARIOUS ROADS AT
DISTRICT CHITRAL DUE TO HEAVY RAIN FALL ON
16.07.2015**

I am directed to refer to your letter No. FD/2015/580 dated 16.07.2015 on the subject noted above and to state that PC-I/detail cost estimates of the damaged schemes as mentioned in the under reference letter may kindly be prepared and submit to this office for further processing.


(Engr. Rabia Hanan)
Section Officer (Roads)

Copy is forwarded to:

- 1) The Executive Engineer C&W Division Chitral w/r to his letter No. 2181/27-W dated 16.07.2015.
- 2) PA to Deputy Secretary (Tech) C&W Department, Peshawar.


Section Officer (Roads)

| |
|-----------|
| 2946 |
| 31/7/2015 |
| Hk |

R&B ✓


To,
The Chief Engineer (North),
Communication & Works, Peshawar.

SUBJECT: ADMINISTRATIVE APPROVAL FOR THE SCHEME "RESTORATION OF ROADS/BRIDGES AFFECTED DUE IN DISTRICT CHITRAL OF TORRENTIAL RAIN/GLACIAL LAKE OUTBURST FLOOD IN JULY & AUGUST 2015 DISTRICT CHITRAL" NON ADP (2015-16)

In exercise of the powers delegated vide Part-I Serial No 6 Second Schedule of the Delegation of Powers under the Financial Rules and Powers of Re-appropriation Rules, 2001, the Khyber Pakhtunkhwa Provincial Government is pleased to accord the Administrative Approval for the implementation of the scheme under Non ADP (2015-16) "Restoration of roads/bridges affected due in District Chitral of Torrential rain/Glacial Lake outburst flood in July, August 2015 District Chitral." for current financial year (2015-16) at a total cost of Rs 215 868 million (Rupees Two hundred fifteen million & eight hundred sixty eight thousand only) - as per detail given below -

| S No | Name of work | Total Cost (Rs in M) |
|------|---------------------------------------|----------------------|
| 1 | Chitral Boonr road (76-Km) | 74.002 |
| 2 | Chitral Garam Chashma road (23-Km) | 87.055 |
| 3 | Kalash valley (Bumburat) road (10-Km) | 38.587 |
| 4 | Overhead charges of FWO | 16.224 |
| | Total: | 215.868 |

1. The scheme was approved by the PDWP meeting held on 02-11-2015. Minutes forwarded by P&D Department letter No. Chief/INF/P&D/170-01/2015/5031-43 dated 06.11.2015.
2. The expenditure involved will be met out from the Sanctioned budget under the function cum-object classification 04-Economic Affairs-045-Construction & Transport-0452-Road Transport-045202-Highways Road & Bridges (NC 12064) under Grant 56 during current financial year (2015-16).
3. The Administrative Approval does not constitute any sanction to design rates provided in the rough cost estimate. The suitability of design & financial responsibility of the rates rests with the authority competent to accord technical sanction to the cost estimate.
4. The sanctioning authority shall allow appropriate rates after observing all codal formalities/standing instructions regarding schedule of rates and financial regularity. The work shall be taken in hand after release of funds and proper technical sanction of the cost estimate.
5. As per decision of the Competent Authority dated 22-09-2015 that Road should not have less than 18 feet width except in built-up area or in the area where R.O.W is restricted and require acquisition of land.

Secretary C&W Department

Copy to the:

1. Additional Chief Secretary P&D Department Khyber Pakhtunkhwa Peshawar.
2. Secretary to Government of Khyber Pakhtunkhwa, Finance Department Peshawar.
3. Accountant General Khyber Pakhtunkhwa, Peshawar.
4. Director Planning & Monitoring Cell C&W Department Peshawar
5. Accounts Officer (Local) C&W Department Khyber Pakhtunkhwa, Peshawar.
6. Superintending Engineer C&W Circle, Dir Lower.
7. Executive Engineer C&W Division, Chitral.
8. Deputy Director (IT) C&W Department, Peshawar.

(ENGR. MOHSIN ZAFAR)
SECTION OFFICER (ROADS)

2/12

2/12/15

2/12/15

F.A.V. FR 10. :

15 Dec. 2015 14:46 P.S

RD HQ Peshawar



GOVERNMENT OF PAKISTAN
OFFICE OF COMMISSIONER INLAND REVENUE ZONE-I
REGIONAL TAX OFFICE
MAIN INCOME TAX BUILDING 12-MAYO ROAD, RAWALPINDI
Phone:: 051-9270406

No. CIR-Zone-I/F.22/2013- 2642

Dated: 12.01.2015.

To

The Director General,
HQ Frontier Works Organization,
509, Kashmir Road,
R.A Bazar,
Rawalpindi.

SUBJECT: ASCERTAINMENT OF LEGAL STATUS OF FRONTIER
WORKS ORGANIZATION FOR ENTITLEMENT OF
EXEMPTION OF INCOME TAX.

Please refer to the above.

2. In view of FBR's letter C.No. 4(89)ITP/2012 dated 12.01.2015 and Ministry of Law, Justice and Human Rights U.O. No. 610/2014-Law-1 dated 09.01.2015, it has held that FWO being Government Organization is not liable to tax in view of the provisions of Article 165 of the Constitution of the Islamic Republic of Pakistan.

(MUHAMMAD IMTIAZ)
Commissioner

Copy to:-

The Chief Commissioner, Inland Revenue Regional Tax Office,
Rawalpindi for information.



(MUHAMMAD IMTIAZ)
Commissioner

سی اینڈ ڈبلیو ہائی وے ڈویژن نوشہرہ

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| کیا وزیر مواصلات و تعمیرات ارشاد فرمائیں گے کہ | |
| (الف) آیا یہ درست ہے کہ صوبہ خیبر پختونخوا میں سال 2013 سے تاحال چھوٹے اور بڑے منصوبے ایف ڈبلیو او FWO کے ذریعے زیر تعمیر ہیں؟ | جی ہاں۔ |
| (ب) اگر جواب ہاں میں ہے تو ہر منصوبے کے تفصیل بہرہ نام الاگت، ٹینڈرز اور منصوبے کا طریقہ کار کے ساتھ ساتھ نام لوکیشن، ہنگہ، ٹھیکہ دینے کا طریقہ کار کی علیحدہ علیحدہ مکمل تفصیل بہرہ دستاویز کے فراہم کی جائے۔ | سی اینڈ ڈبلیو ہائی وے ڈویژن نوشہرہ کے زیر سامان ایک منصوبہ جس کا نام Feasibility study, Design & Construction of RCC Bridge on Kabul River at Kishti Pull Nowshera Cantt: District Nowshera ADPNO.140940 ہے۔ جس کی لاگت 369.986 ملین ہے۔ TOR ٹینڈرز وغیرہ تمام صوبائی حکومت رولز کے مطابق کئے گئے ہیں دستاویزات منسلک ہے۔ |
| (ج) سال 2013 سے تاحال کتنے منصوبے ایف ڈبلیو او FWO کے وساطت سے مکمل ہو چکے ہیں۔ سکیم کا نام لوکیشن، ہنگہ، الاگت، ٹینڈرز اور TRO کی تفصیل بہرہ دستاویزات فراہم کی جائے نیز یہ بھی بتائیں کہ ایف ڈبلیو او کس ادارے سے تعلق رکھتا ہے تفصیل فراہم کی جائے۔ | کوئی منصوبہ مکمل نہیں ہوا ہے۔ |

EXECUTIVE ENGINEER
Highway Division
Nowshera

GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT
No. SOR/M-39/W&S/03/Vol-II
Dated: 19/10/2017

The Chief Engineer (Centre),
Communication & Works,
Peshawar

SUBJECT: Revised Administrative Approval for the Scheme "Feasibility study, Design & Construction of RCC bridge on Kabul River at Kashi Pul District Nowshera ADP No.1039/140940 (2017-18)

In exercise of the powers delegated vide Part-I Serial No 6 Second Schedule of the Delegation of Powers under the Financial Rules and Powers of Re-appropriation Rules, 2001, the Khyber Pakhtunkhwa Provincial Government is pleased to accord the Revised Administrative Approval for the implementation of the scheme under ADP No. (234/170581) (2017-18) "Feasibility study, Design & Construction of RCC bridge on Kabul River at Kashi Pul District Nowshera for the period of 60 months from (2014-15) to (2018-19) at a total cost of Rs 369 986 million (Rupees Three hundred sixty nine million & nine hundred eighty six thousand only) as per detail given below:-

| S No | Name of work | Total |
|------|------------------------------------|----------------|
| 1 | Road work | 48 501 |
| 2 | Construction of bridge | 272 605 |
| 3 | Land acquisition | 10 00 |
| 4 | Demolition of structure | 5 00 |
| 5 | Shifting & relocation of utilities | 5 00 |
| 6 | Advertisement charges | 0 100 |
| 7 | Add 5% consultancy charges | 8 50 |
| | Total | 369 986 |

- The scheme was approved by the PDWP meeting held on 15-09-2017. Minutes forwarded by P&D Department letter No. Chief/IT/F/P&D/170-01/2017/2084-05 dated 25 09 2017.
- The expenditure involved will be met out from the Sanctioned budget under the function cum-object classification 04-Economic Affairs-045-Construction & Transport-0452-Road Transport-045202-Highways Road & Bridges (NC 12064) under Grant 56 during current financial year (2017-18)
- The Administrative Approval does not constitute any sanction to design rates provided in the rough cost estimate. The suitability of design & financial responsibility of the rates rests with the authority competent to accord technical sanction to the cost estimate
- The sanctioning authority shall allow appropriate rates after observing all codal formalities/standing instructions regarding schedule of rates and financial regularity. The work shall be taken in hand after release of funds and proper technical sanction of the cost estimate.

Secretary C&W Department

Copy to the:

1. Additional Chief Secretary P&D Department Khyber Pakhtunkhwa Peshawar.
2. Secretary to Government of Khyber Pakhtunkhwa, Finance Department Peshawar.
3. Accountant General Khyber Pakhtunkhwa, Peshawar
4. Director Planning & Monitoring Cell C&W Department Peshawar
5. Accounts Officer (Local) C&W Department Khyber Pakhtunkhwa, Peshawar
6. Superintending Engineer C&W Circle Peshawar
7. Executive Engineer Highway Division Nowshera
8. Deputy Director (IT) C&W Department, Peshawar.

(Eng. Ghazana Memon)
Section Officer (Roads)
Peshawar

53/x

17/10/17
25-10-17



OFFICE OF THE EXECUTIVE ENGINEER,
HIGHWAY DIVISION, NOWSHERA

NO. 264/1-C

To,

DATED PESHAWAR, THE 3rd/4/2016

The Project Director
Headquarter 491 Engineer Group
Frontier Works Organization
Peshawar

Subject:- CONTRACT AGREEMENT
Reference: Your office letter No.607/GEN/P/3 dated 22/03/2016

It is stated that the Contract Agreement submitted vide your above referred letter for the scheme "Feasibility Study, Design & Construction of RCC bridge on Kabul River at Kashti Pul in District Nowshera ADP no.840/140940, 2015-16" duly signed by undersigned has been sanctioned by the Chief Engineer vide his letter No.CEC/GSCA/9-2/769 dated 04.04.2016 amounting to Rs.202.140 million and agreement registration No. CEC/GSCA/456.

Approval for single source contract of the scheme was granted by the honorable Chief Minister Khyber Pakhtunkhwa under the Khyber Pakhtunkhwa public procurement of goods, Works & Services rules 2014 clause 3(2)(c) vide summary (attached).

In this connection a copy of contract agreement is submitted to your office for record it is requested to mobilize your technical team to visit the site in consultation of Sub Divisional Officer Highway Sub Division Nowshera, so that the construction schedule be finalized & work be started for early completion.

[Signature]
EXECUTIVE ENGINEER

CC

1. The Superintending Engineer C&W Circle Peshawar for information please
2. The SDO Highway Division Nowshera for information.
3. The Planners Consultant Engineer Peshawar.

[Signature]
EXECUTIVE ENGINEER

*Received along with Contract Agreement
and attachments*

[Signature]
G/S Akhbar Wahab Khan
0344-3377-53



GOVERNMENT OF KHYBER PAKHTUNKHWA
COMMUNICATION & WORKS DEPARTMENT

SUMMARY FOR CHIEF MINISTER

Subject: - F/S. DESIGN AND CONSTRUCTION OF RCC BRIDGE AT KABUL RIVER AT KISHTI PULL DISTRICT NOWSHERA ADP 930/140940 (2015-16)

The scheme namely "Feasibility study, Design and Construction of RCC bridge at Kabul River at Kishti Pull District Nowshera ADP No. 930/140940" was approved in PDWP meeting held on 28/01/2015 for an amount of Rs. 166.812 Million on MRS 2013.

02. Application for Pre-qualification of contractors/firms were invited by the Executive Engineer, Highway Division C&W Deptt Nowshera and 06 No. Firms were technically pre-qualified by the Procurement Committee. Financial Bids were invited from the pre-qualified firms for Four (04) times i.e on 04/05/2015, 11/05/2015, 08/06/2015, 15/06/2015 however, none of the pre-qualified firms submitted financial bids.

03. Notice for pre-qualification of contractors/firms was again floated and Ten (10) firms were technically pre-qualified by the Procurement Committee. Financial Bids were invited on 20/10/2015 for which Three (03) firms submitted their bids. The lowest bid received was 26.87 % above on BOQ/NIT cost on Market Rate Schedule (MRS)-2013.

04. In the meanwhile, Chief Ministers Directive was issued vide Section Officer-VI, Chief Ministers Secretariat letter No. SOVI/CMS/KPK/3-2/2015/Now/16661 dated 28/12/2015 (*Annex-A*) for holding negotiations with Frontier Works Organisation (FWO) for execution of the subject scheme. The Communication & Works Deptt carried out negotiations with FWO and the latter expressed their consent for execution of the project at 25% Above on BOQ cost on MRS-2013 vide Project Director HQ 491 Ingr Gp letter No. 607/Gen/P dated 08/01/2016 (*Annex-B*)

05. Keeping in view above, the Communication and Works Deptt proposes that the project may be awarded to FWO at their quoted rates of 25 % above on MRS-2013 as Single Source Contract allowed under the Khyber Pakhtunkhwa Public Procurement of Goods, Works and Service Rules 2014 Clause 3(2)(c) and nullification/cancellation of the already offered bid of 26.87% above on MRS-2013, exemption may be accorded from

the Advisory Committee (RAC) for approval of rates and approval of Revised P.C.I of
the subject scheme amounting to Rs. 206.647 Million based on rates quoted by FWO
from PDWP, please

Advisor to Chief Minister for C&W

Secretary C&W
19/11/16

Additional Chief Secretary

AKBAR AYOUB KHAN
ADVISOR TO CHIEF MINISTER
FOR COMMUNICATIONS WORKS DEPT.
HYDERABAD


6



SUMMARY FOR CHIEF MINISTER

Subject: F/S, DESIGN AND CONSTRUCTION OF RCC BRIDGE AT
KABUL RIVER AT KISHTI PULL DISTRICT NOWSHERA
ADP 930/140940 (2015-16)

7 Finance Department, being Administrative Department of KPPRA and
Rate Advisory Committee (RAC), may add final proposal enroute.


(Muhammad Azam Khan) 28/1/16
Additional Chief Secretary

Secretary Finance.

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Subject: FIS DESIGN AND CONSTRUCTION OF RCC BRIDGE AT KABUL RIVER AT KISHTI PULL DISTRICT NOWSHERA ADP 930/140940 (2015-16)

- 08. Finance Department is only the administrative department of KPPRA, which is fully autonomous organization and provides independent advice.
- 09. Advice of KPPRA has been obtained and is added at Annex-C.
- 10. Finance Department supports the advice of KPPRA.
- 11. Planning & Development Department may add views on exemption from approval of revised PC-1.


Ali Raza Bhutta
Secretary, Finance Department.

Minister for Finance
12


MUZAFAR SAID
Advocate
15/02/2016
Minister For Finance
Govt. of Khyber Pakhtunkhwa

Additional Chief Secretary, P&D

Chief Secretary

Chief Minister