

**SCHEDULE T**  
**PROJECT COMPLETION SCHEDULE**

SR. No.	DESCRIPTION OF ACTIVITY	DURATION/TIME
1	Field Works and Data Collection	First (1 <sup>st</sup> ) Month after the Effective Date
2	Field Surveys	First (1 <sup>st</sup> ) Month after the Effective Date
3	Soil investigation	First (1 <sup>st</sup> ) 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**  
**TO Rs 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 5<sup>th</sup> 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

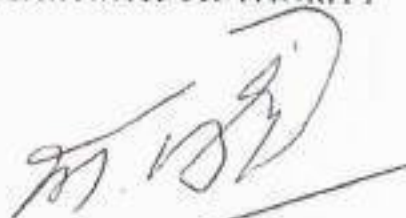
IN WITNESS WHEREOF the Parties have executed this Agreement on the Effective Date.

**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: **BARCATULLAH**

CNIC No. 15602-9394857-7

In the presence of witness:



Signature: .....

Name: **SHAHZAD AFZAL KHAN**

CNIC No. 17301-1447674-1

1753

16-10-15

TREASURY OFFICE  
04 OCT 2015  
PESHAWAR

1575

S. No. .... Date .....

Assistant Accountant B-16  
Treasury Office Peshawar



Peshawar Treasury  
Stamp Vendor  
No. 3 Di 23-24





**CONCESSIONAIRE**

**EXECUTED**

For and on behalf of

SWAT EXPRESSWAY PLANNING CONSTRUCTION AND OPERATIONS (PRIVATE) LIMITED

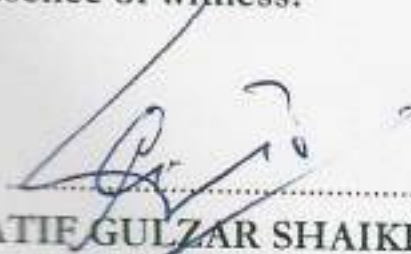


**SARDAR SALMAN SHER QAISRANI**

**Director**

Swat Expressway Planning Construction and Operations (Private) Limited

**In the presence of witness:**

Signature: 

Name: **ATIF GULZAR SHAIKH**

CNIC No. 35200-7912322-9

**In the presence of witness:**

Signature: 

Name: **ABDUL JAMAL KHAN**

CNIC No. 37405-2265646-7



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

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.

(9) 120

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19/10/2016



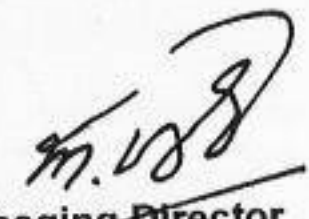
- h. Land/Concession Area: PKHA shall at its own cost and expense provide Right of Way / Concession Area required for the Project and shall deliver the encumbrance free vacant possession to the Concessionaire.
- i. Project Tolling Rights: The Concessionaire shall be given tolling rights of Swat Expressway 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



# SALIENT FEATURES – SWAT EXPRESSWAY

<b>Alignment</b>	:	New
<b>Project Length</b>	:	81 Kilometers (fenced)
<b>Right of Way</b>	:	80 Meter (approx. 265ft)
<b>No. of Lanes</b>	:	4 Lanes
<b>Design Speed</b>	:	120Km/hr
<b>Future Planning</b>	:	Addition of 2 lanes on outer side
<b>Median</b>	:	New Jersey Barrier with Anti Glare louvers
<b>Shoulder width (Treated)</b>	:	Outer – 3 meter & Inner – 1 meter
<b>Interchanges</b>	:	07 Nos.
<b>Tunnel</b>	:	Malakand Range 2 Tube with 4 lanes (2x2) 1..25 km
<b>Service Road</b>	:	3.65 m with 1 m Shoulder on either side
<b>Construction Period</b>	:	02 Years
<b>Project Cost</b>	:	Rs 34.165 billion
<b>Anticipated Opening Day Traffic</b>	:	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"> <li>• Concession Direct Agreement</li> <li>• Provincial Support Agreement</li> <li>• Shareholder's Agreement</li> <li>• Independent Engineer Agreement</li> <li>• Independent Auditor Agreement</li> </ul>	13-04-2017



# COMPLETION SCHEDULE

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





GOVERNMENT OF KHYBER PAKHTUNKHWA  
PROJECT DIRECTORATE

CONSTRUCTION OF SWAT EXPRESSWAY  
PAKHTUNKHWA HIGHWAYS AUTHORITY PESHAWAR

Office Phone# 091-9213927, Fax # 091-9211657, E-mail: [sewkpk@gmail.com](mailto:sewkpk@gmail.com)  
Attached Departments Complex near Treasury Office Khyber Road Peshawar

No. 223/S.E/C&W/PKHA

Dated: 17/12/2019

To

Managing Director  
PKHA, Peshawar.

Subject: ADMITTED COPY OF STARRED/UN-STARRED ASSEMBLY  
QUESTION FOR THE NEXT/CURRENT SESSION OF THE  
PROVINCIAL ASSEMBLY

Ref: No. SOG/2-11/C&W/2-11/A.Q#4527/2019 Dated: 05-12-2019

With reference to your office letter cited above. Enclosed please find herewith the requisite particulars in reply to the Assembly Question No.4527 pertaining to Swat Expressway as follows:-

S.No.	Document	Annexure
i.	Advertisement in National Dailies	A
ii.	Copy of Tender register showing attendance of Technical & Financial Bid	B
iii.	Technical Evaluation Report	C
iv.	Financial Evaluation Report	D
v.	Concession Agreement	E
vi.	Salient Feature	F
vii.	Letter of Award	G

Submitted for onward submission to quarter concerned.

DA/As Above

*o/c*  
Project Director  
Swat Expressway-PKHA  
Peshawar

Copy to:-

1. The Section Officer (General) C&W Department, Peshawar
2. The Assistant Secretary-XIII, Provincial Assembly of Khyber Pakhtunkhwa.
3. P.S to Minister for C&W Department, Khyber Pakhtunkhwa.
4. P.S to Secretary, C&W Department Khyber Pakhtunkhwa.

Project Director  
Swat Expressway-PKHA  
Peshawar

(A)



**GOVERNMENT OF KHYBER PAKHTUNKHWA  
PAKHTUNKHWA HIGHWAYS AUTHORITY (PKHA)**

Attached Department Complex, Gate No. 5, Khyber Road Peshawar  
Tele: # (+92) 091-9213272, Fax # (+92) 091-9210434, E-mail: info@pkha.gov.pk

No. 2538 ISO-PKHA  
To

Dated Peshawar the 18/12/2015

The Director Information,  
Government of Khyber Pakhtunkhwa,  
Information Department Peshawar.

*Received by*  
*18/12*

Subject - **CONSTRUCTION OF SWAT EXPRESSWAY (81 KM)**  
**NOTICE INVITING EXPRESSION OF INTEREST (EOI) ON PPP MODE**

The invitation for Expression of interest (EOI) of the subject scheme on the attached format may please be published on front page of the following local newspapers in 15 x 8 cm (Quarter width) size:

- 1) Daily Dawn Combined
- 2) Daily The News Combined
- 3) Daily Jang Combined
- 4) Daily Aaj Peshawar

Necessary funds in order to meet the expenditure involved, are available for which bill may please be provided for payment.

*[Signature]*  
(Engg. Muhammad Uzair)  
DIRECTOR (CONSTRUCTION)

Copy forwarded to the :-

- 1) Secretary to Government of Khyber Pakhtunkhwa C&W Department Peshawar, for information please.
- 2) Managing Director, PKHA Peshawar for information with reference to his approval please.
- 3) PSO to Chief Minister Khyber Pakhtunkhwa Peshawar for information with reference to the decision and approval of the competent authority regarding the matter please.
- 4) PS to the Advisor to chief Minister for C&W Department for information with reference to instructions of the Advisor (Focal Person) regarding the matter.
- 5) Deputy Director (Finance) PKHA Peshawar for information.
- 6) Deputy Director (H/Qtr) PKHA Peshawar for information.

*[Signature]*  
DIRECTOR (CONSTRUCTION)



SWAT EXPRESSWAY



## SWAT EXPRESSWAY EXPRESSION OF INTEREST (EOI)

### For Construction of Swat Expressway, 81 Kilometer UNDER PUBLIC PRIVATE PARTNERSHIP

The Government of Khyber Pakhtunkhwa intends to undertake the construction of Swat Expressway ("The Project"), a new 81 km long limited access high speed corridor through Pakhtunkhwa Highways Authority ("PKHA") under Public-Private Partnership (PPP) mode of financing. Swat Expressway will start from Captain Kemal Sher Khan Interchange on Islamabad-Peshawar Motorway (M-1) falling in Nowshera District approximately at Km 92 from Islamabad. The project will include a Highway Tunnel in Malakand Mountains Range of approximately 2 KM length. It will connect remote regions along its proposed alignment in the Khyber Pakhtunkhwa traversing through districts of Nowshera, Swabi, Mardan and Malakand. The main villages spread across the four (04) districts include Haryan, Gumbat, Daulat Nazer, Ismailia, Garyala, Shahbaz Garhi, Bakshali, Jamal Garhi, Kallang, Ale, Palai, Zulam Kot, Allah Dand and Chakdara. The alignment corridor would provide these isolated communities direct access to National Highways and Motorway Network.

2. PKHA intends to undertake the Project under Public-Private Partnership ("PPP") arrangement.
3. Expression of interest ("EOI") is solicited from eligible well reputed domestic as well as foreign firms, joint ventures and consortia for implementation the project.
4. PKHA shall provide land for the Project free of encumbrances and may consider financial support, if necessary.
5. Interested parties may obtain the Pre-Qualification ("PQ") documents from office of the undersigned during office hours or may download from PKHA website ([www.pkha.gov.pk](http://www.pkha.gov.pk))
6. Last date for submission of EOI is January 21, 2016 till 15:30 hours.
7. PKHA shall issue Request for Proposals ("RFP") of the Project to the pre-qualified Firms only. The RFP shall contain, inter alia, instructions to bidder, detailed scope of work, draft concession agreement etc.
8. Further information/clarifications may be obtained from the office of the undersigned on any working day during working hours.



(Engr. Muhammad Uzair) Director (Construction)  
Pakhtunkhwa Highways Authority (PKHA) C&W Department  
Government of Khyber Pakhtunkhwa  
Khyber Road, Peshawar, Pakistan  
Tel: (+92)91-9213272 Fax: (+92)91-9210434  
E-mail: info@pkha.gov.pk  
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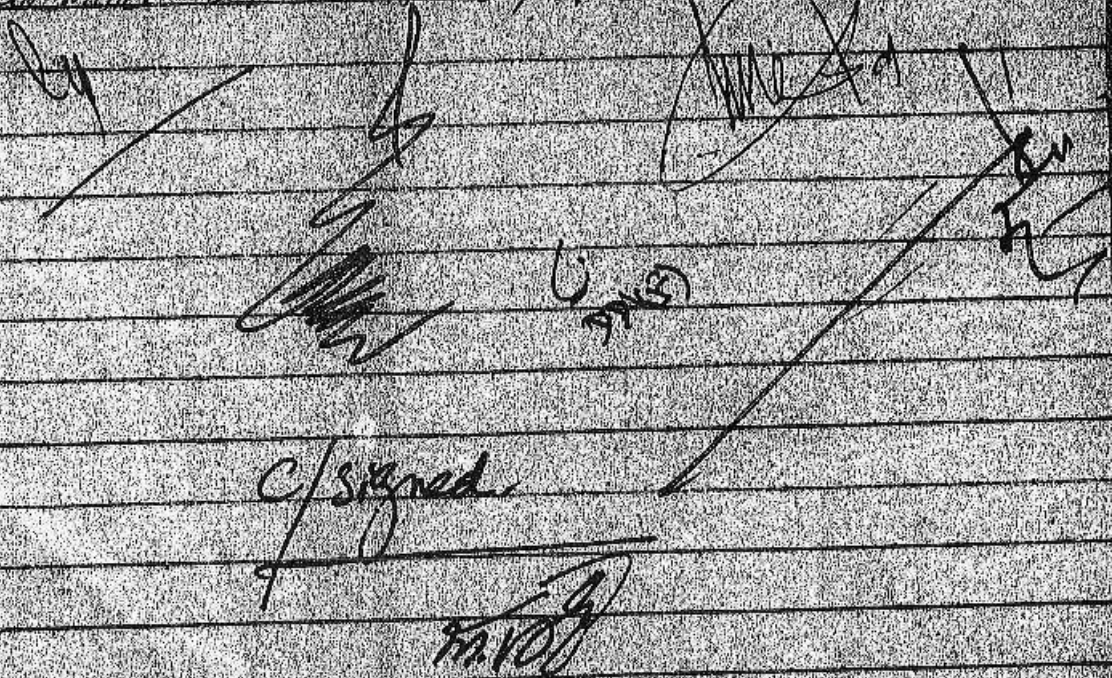
opening of EOTs  
For

21<sup>st</sup> January 2016

Construction of Swat Expressway. 81 kilometer  
Under Public Private Partnership.

S. No	Name of Firms
01	M/s NLC - China Harbour Engineering Company Ltd (C/) - EA Consulting Pvt Ltd.
02	M/s Deokjoe - Samho Engg - NKB
03	M/s FWO
04	M/s SKB JV M/s Asif Ali & Associates (Pvt) Ltd.
05	M/s China National Aero Technology International Engineering Corporation

05 Nos EOT were opened in presence of  
Committee on 21<sup>st</sup> January 2016

Handwritten signatures and stamps. One signature is circled. There is a stamp that says "C/signed" and another that says "M.V.O".



# Construction of Suet Expressway on BOT Basis

## Technical Bid opening

S/No.	Name of firms
1.	Frontier Works Organisation, PWD

Single Bid both Technical & Financial  
/ Received by only Technical  
Department & member of the  
Bid opening Committee

*[Signature]*  
30/5/05

*[Signature]*  
30/5/05

*[Signature]*  
30/5/2005

PJ

30/5

*[Signature]*  
30/5/05



Construction of Swat Expressway BOT Basis.

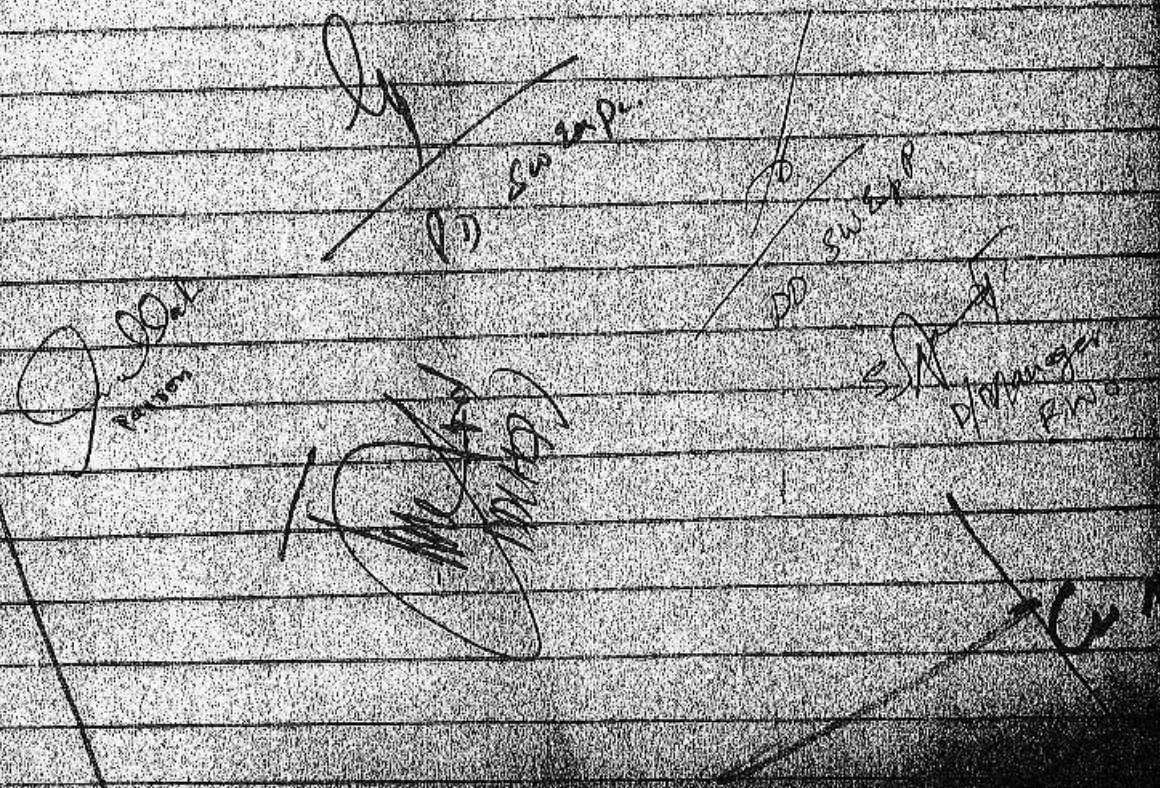
Opening of Financial Proposal

S/No

Name of Firms

M/s Frontier work organization

Financial bid of M/s FWO  
by the Committee constituted





of Date 8/6/2016

Bid offered

Pay \$ 38.898 Billions

(Thirty Eight Billion Eight Hundred Ninety Eight Million only)

was spread in private

to two parties

w' 3

/





**GOVERNMENT OF KHYBER PAKHTUNKHWA**  
**Pakhtunkhwa Highways Authority (PKHA)**

Tele: # 091-9213272, Fax # 091-9210434, E-mail: [info@pkha.gov.pk](mailto:info@pkha.gov.pk)  
Attach Department Complex, Khyber Road Peshawar

No. 50-PKHA/ 1806

Date 22 /09 /2015

To

The Director Information  
Government of Khyber Pakhtunkhwa  
Information Department Peshawar.

Subject:

**CONSTRUCTION OF SWAT MOTORWAY**  
**NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

Sub Head:

(I) CONSTRUCTION OF 81 KILOMETER, SWAT EXPRESSWAY INCLUDING CONSTRUCTION OF 2 KM LONG HIGHWAY TUNNEL ON SUPPLIER / BUYER CREDIT BASIS (EPC + F MODE).  
(II) CONSULTANCY SERVICES FOR FEASIBILITY STUDY & DETAILED ENGINEERING DESIGN OF 2000 M LONG TUNNEL ENROUTE SWAT EXPRESSWAY IN MALAKAND MOUNTAINOUS RANGE.  
(III) CONSTRUCTION OF 81 KILOMETER, SWAT EXPRESSWAY INCLUDING CONSTRUCTION OF 2 KM LONG HIGHWAY TUNNEL ON SUPPLIER / BUYER CREDIT BASIS (EPC + F MODE).

In supersession of this office letter No. 1539/50-PKHA dated 27/08/2015 the Expression of Interest (EOI) of the subject work at serial No. I & II on the attached format may please be published on front page of the following local newspapers in 15 cm x 8 cm size (Quarter width).

1. Daily Dawn Combined.
2. Daily The News Combined.
3. Daily Jang Combined.
4. Daily Aaj Peshawar.

Moreover, the (EOI) for the item at Serial # III above on the attached format (without pictures) may please be published in the China Daily Newspaper circulated from China.

Necessary funds in order to meet the expenditure involved, are available for which bill may please be provided for payment.

**DA / As Above**  
**3 Nos. EOIs.**

Copy forwarded to the:

1. Secretary to Govt: of Khyber Pakhtunkhwa C&W Department Peshawar, for information please.
2. Managing Director, PKHA Peshawar for information with reference to his directions regarding the matter.
3. PS to the Advisor to Chief Minister for C&WD for information with reference to instructions of the Advisor (Focal Person) regarding the matter during a meeting held in his office on 22/09/2015.
4. Deputy Director (Finance), PKHA Peshawar for information.
5. Deputy Director (HQ) PKHA Peshawar for information.

  
DIRECTOR (CONSTRUCTION)

  
DIRECTOR (CONSTRUCTION)





SWAT EXPRESSWAY

**(Engr. Muhammad Uzair) Director (Construction)**

Pakhtunkhwa Highways Authority (PKHA) C&W Department,

Government of Khyber Pakhtunkhwa

Khyber Road Peshawar, Pakistan

Tel: (+92)91-9213272 Fax: (+92)91-9210434

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## SWAT EXPRESSWAY EXPRESSION OF INTEREST (EOI)

### For Construction of Swat Expressway, 81 Kilometer UNDER PUBLIC PRIVATE PARTNERSHIP

The Government of Khyber Pakhtunkhwa intends to undertake the construction of Swat Expressway ("The Project"), a new 81 km long limited access high speed corridor through Pakhtunkhwa Highways Authority ("PKHA") under Public-Private Partnership (PPP) mode of financing. Swat Expressway will start from Captain Kernal Sher Khan Interchange on Islamabad-Peshawar Motorway (M-1) falling in Nowshera District approximately at Km 92 from Islamabad. The project will include a Highway Tunnel in Malakand Mountains Range of approximately 2 KM length. It will connect remote regions along its proposed alignment in the Khyber Pakhtunkhwa traversing through districts of Nowshera, Swabi, Mardan and Malakand. The main villages spread across the four (04) districts include Haryan, Gumbat, Daulat Nazar, Ismaila, Garyala, Shahbaz Garhi, Bakshali, Jamal Garhi, Katlang, Alo, Palai, Zulam Kot, Allah Dand and Chakdara. The alignment corridor would provide these isolated communities direct access to National Highways and Motorway Network.

1. PKHA intends to undertake the Project under Public-Private Partnership ("PPP") arrangement.
2. Expression of interest ("EOI") is solicited from eligible well reputed domestic as well as foreign firms, joint ventures and consortia for implementation of the project.
3. PKHA shall provide land for the Project free of encumbrances and may consider financial support, if necessary.
4. Interested parties may obtain the Pre-Qualification ("PQ") documents from office of the undersigned during office hours, or may download from PKHA website: ([www.pkha.gov.pk](http://www.pkha.gov.pk))
5. Last date for submission of EOI is **January 21, 2016 till 15:30 hours.**
6. PKHA shall issue Request for Proposals ("RFP") of the Project to the pre-qualified Firms only. The RFP shall contain, inter alia, instructions to bidder, detailed scope of work, draft concession agreement etc.
7. Further information / clarifications may be obtained from the office of the undersigned on any working day during working hours.



**PAKHTUNKHWA HIGHWAYS AUTHORITY**  
Government of Khyber Pakhtunkhwa

## **TECHNICAL EVALUATION REPORT**

*for*

**Construction of Swat Expressway**  
Under Public Private Partnership  
On Build-Operate-Transfer Basis

**June 2016**

**PAVRON**



**PAVRON**

Consulting Engineers, Planning, Designing,  
Supervision, Financial & Commercial  
Feasibilities, Transaction Advisory Services &  
Infrastructure Management

364, Street # 33, F-11/2  
Islamabad, Pakistan  
Phone Office: +92-51-8358951  
Fax Office: +92-51-8355257



# **TECHNICAL EVALUATION REPORT**

## CONSTRUCTION OF SWAT EXPRESSWAY ON BOT BASIS

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# **TECHNICAL EVALUATION REPORT**

## **CONSTRUCTION OF SWAT EXPRESSWAY ON BUILD-OPERATE-TRANSFER BASIS**

### **1. PREAMBLE**

The Government of Khyber Pakhtunkhwa through Pakhtunkhwa Highways Authority (**PKHA**), has planned undertaking the construction of 81 kilometers long, high speed, fenced, 4-lane Swat Expressway (**the Project**). The planned Expressway forms part of an economic trade corridor commencing from Kernal Sher Khan Interchange at M-1 Motorway and terminating at Chakdara at the junction of National Highways N-45 and N-95 (Malakand Agency). The proposed Expressway will provide alternate route for Malakand Agency, District Swat, Lower & Upper Dir, Chitral, Shangla, Bajour Agency and other parts of the region improving interconnectivity and tourism within the country. It will attract most of the through traffic reducing traffic congestions and road accidents on the existing National Highway N-45 that passes through built-up towns of Rashakai, Mardan, Takhtbai, Shergah, Sakhakot, Dargai and Batkhela. The economic corridor envisages international linkages to Afghanistan and Central Asian States.

Presently, Swat Expressway is planned to be constructed as 4-lane (2x2) controlled access facility, with provision of extension to six lanes (3x3) on the outer side within the reserved 80 m Right of Way (**ROW**). To facilitate freight traffic the Expressway entails construction of Tunnel through Malakand mountain range towards the end point. The Project is to be implemented under Public Private Partnership (**PPP**) on Build-Operate-Transfer (**BOT**) basis.

### **2. PROCUREMENT PROCESS**

#### **2.1 Expression of Interest**

An advertisement was released in the print media on December 19, 2015 for inviting Expression of Interest (**EOI**) from the local as well as international private entrepreneurs. Last date for submission of EOI was fixed as January 21, 2016. A copy of EOI is attached at **Annex-I**.

In response, following five (05) firms / joint ventures submitted their applications, showing their interest for undertaking the Project on BOT basis.

- i. M/s National Logistic Cell (NLC) and China Harbour Engineering Company Limited (CHEC), Joint Venture
- ii. M/s Niaz Muhammad Khan & Brothers (NKB) and Deokjae Construction Company (Pvt.) Limited (DCCPL) and Sambo Engineering Company Ltd. (SAMBO), Joint Venture
- iii. M/s Frontier Works Organization (FWO)



- iv. M/s Saadullah Khan & Brothers (SKB)
- v. M/s China National Aero-Technology International Corporation

Subsequent to detailed evaluation, under the given criteria, following three firms/joint ventures were declared prequalified for issuance of Request for Proposal.

- i. M/s Frontier Works Organization (FWO)
- ii. M/s Niaz Muhammad Khan & Brothers (NKB) and Deokjae Construction Company (Pvt.) Limited (DCCPL) and Sambo Engineering Company Ltd. (SAMBO), Joint Venture
- iii. M/s National Logistic Cell (NLC) and China Harbour Engineering Company Limited (CHEC), Joint Venture

## 2.2 Request for Proposal

Detailed Request for Proposal (**RFP**) was prepared and issued to all pre-qualified firms/joint ventures inviting them to submit Technical and Financial Proposals to compete for the Project under the Khyber Pakhtunkhwa Public Private Partnership Act, 2014 (KPK PPP Act). The RFP comprised of the following:

- A description of the Project; including a statement of the objectives, scope, expected output and basic, non-negotiable, parameters of the Concession.
- The Minimum Technical Parameters required of Bidders to be considered responsive.
- The Minimum Financial Data required of Bidders to be considered responsive.
- The evaluation criteria to be used by PKHA to determine the most advantageous proposal, price and other factors considered.
- Proposal submission procedures; including, *inter alia*, the date, time and location of proposal submission, validity period, and the permissible mode of proposal transmission.

In addition to above, following appendices were also attached as part of RFP, for consideration of the prospective Bidders.

- |              |   |
|--------------|---|
| Appendix – 1 | Project Description and Scope of Work   |
| Appendix – 2 | Draft Concession Contract – <i>to be taken as base document for finalization/negotiation of a Concession Contract</i> |
| Appendix – 3 | Form of Bid Security  |
| Appendix – 4 | Format of Curriculum Vitae  |
| Appendix – 5 | Khyber Pakhtunkhwa Public Private Partnership Act, 2014   |



## **2.3 Pre-Bid Conference**

A Pre-Bid Conference was held on April 15, 2016 in the Conference Room of PKHA, Peshawar under the chairmanship of Managing Director, PKHA. Pre-bid Conference was attended by all the pre-qualified firms/joint ventures. M/s Pavron (the Project Transaction Advisor) was also present to respond the queries / clarifications of the prospective bidders with respect to Scope of Work or other stipulations of RFP and Draft Concession Contract attached as part of RFP.

Minutes of Pre-Bid Conference were issued to all pre-qualified firms/joint ventures, which are integral part of RFP.

## **2.4 Submission of Bid**

Initially, last date for submission of bid was April 29, 2016, which was extended, upon bidders' request, till May 30, 2016.

Out of three pre-qualified firms/joint ventures, only one, i.e. M/s Frontier Works Organization (**FWO**) submitted subject Bid, containing Technical and Financial Proposals, on May 30, 2016.

## **2.5 Opening of Technical Proposal**

The Technical Proposal of M/s Frontier Works Organization was opened by PKHA's Bid Opening Committee on May 30, 2016 in the presence of bidder's representatives.

# **3. MINIMUM TECHNICAL INFORMATION REQUIRED**

The minimum technical information, which was required from the prospective bidders to submit in their Technical Proposal(s) as set out in the RFP under Sections B.1 to B.4 is briefly described below:

## **3.1 Mandatory Submission**

Following information / documentation, as detailed under Section B.1.1 to B.1.4, was mandatory for the Bidders to submit as part of Technical Proposal, to be considered responsive.

- Executive Summary
- Bid Security
- Statement of Bid Conformity
- Statement of Proposed Technical Changes to the Conforming Scheme



### **3.2 BOT Managerial, Technical and Construction Qualifications**

The following are the critical evaluation factors within this section:

- a. Proposed SPV and Project Implementation Structure
- b. Relevant Experience of the Bidder for similar road Projects:
  - i. Financial Close
  - ii. Design
  - iii. Construction
  - iv. Maintenance
  - v. Toll and ITS Operations
- c. Proposed key personnel for the Project:
  - i. Chief Executive Officer / Managing Director
  - ii. Finance Manager / Financial Consultant
  - iii. Construction Manager
  - iv. Operations Manager
  - v. Maintenance Manager

### **3.3 Project Appreciation**

Project Appreciation includes the following information / submissions, which carry weightage for evaluation:

- a. Linear plan, indicating all important features of the Project and the Bidder's concept
- b. Traffic study: analysis and projections
- c. Preliminary design, typical cross-section & typical drawings of:
  - i. Expressway
  - ii. Tunnel
  - iii. Service road & Interchanges
  - iv. Flyovers, underpasses, cattle creeps and pedestrian crossings
  - v. Toll plazas, weigh stations and service areas
- d. ITS, Expressway and Tunnel safety features and allied Expressway facilities and systems well explained supported by pictorial manner
- e. Environmental Plan
- f. Project cost basis & analysis

### 3.4 Project Implementation Methodology

The Bidders were required to explain project implementation methodology, clearly elaborated in layout plans, which shall include, but not limited to:

- a. Construction methodology for Expressway, Tunnel and Intelligent Transport System
- b. Project Implementation Activity Plan supported by CPM
- c. Shortest Timeframe, Plan and Methodology for:
  - i. Financial Close
  - ii. Readiness to commencer Work
- d. Structures and Erection Technology
- e. Machinery, plant and labour needs of the Project
- f. Anticipated construction problems and measures to overcome
- g. Work zone safety plans
- h. Operation & maintenance plan, procedures and systems
- i. Innovations

## 4. TECHNICAL EVALUATION CRITERIA

The following list of the quantitative factors and their associated maximum score was conveyed to the Bidders to be used for the evaluation of Technical Proposal(s).

Sr. No.	Evaluation Factor	Max. Marks	
		Individual	Total
1	<b>BOT Managerial, Technical &amp; Construction Qualifications</b>		35
	a. Proposed SPV & Project Implementation Structure	5	
	b. Relevant Experience of the Bidder for similar road Projects ( <i>each item carries maximum 05 marks</i> ):	25	
	i. Financial Close		
	ii. Design		
	iii. Construction		
	iv. Maintenance		
	v. Toll and ITS Operations		
	c. Proposed key personnel for the Project ( <i>each CV carries maximum 01 mark</i> ):	5	
	i. Chief Executive Officer / Managing Director		
	ii. Finance Manager/ Financial Consultant		
	iii. Construction Manager		
	iv. Operations Manager		
v. Maintenance Manager			



<b>2</b>	<b>Project Appreciation</b>		<b>30</b>
	a. Linear plan, indicating all important features of the Project and the Bidder's concept	3	
	b. Traffic study: analysis and projections	5	
	c. Preliminary design, typical cross-section & typical drawings of ( <i>each item carries maximum 02 marks</i> ):	10	
	i. Expressway		
	ii. Tunnel		
	iii. Service road & Interchanges		
	iv. Flyovers, underpasses, cattle creeps and pedestrian crossings		
	v. Toll plazas, weigh stations and service areas		
	d. ITS, Expressway & Tunnel safety features and allied Expressway facilities & systems well explained supported by pictorial manner	5	
e. Environmental Plan	2		
f. Project cost basis & analysis	5		
<b>3</b>	<b>Project Implementation Methodology:</b>		<b>35</b>
	a. Construction methodology for Expressway, Tunnel and Intelligent Transport System	8	
	b. Project Implementation Activity Plan supported by CPM	2	
	c. Shortest Time frame, plan & methodology for:	12	
	i. Financial close	7	
	ii. Readiness to commence work	5	
	d. Structures and erection technology	1	
	e. Machinery, plant and labour needs of the Project;	3	
	f. Anticipated construction problems and measures to overcome.	2	
	g. Work zone safety plans	2	
	h. Operation & maintenance plan, procedures and systems	3	
i. Innovations	2		
<b>TOTAL:</b>			<b>100</b>

## **5. TECHNICAL EVALUATION**

### **5.1 Observations**

The evaluation of Technical Proposal was undertaken, keeping in view the stipulations of RFP. During detailed scrutiny of Technical Proposal following observations have been noted:

#### **5.1.1 Bid Security**

It has been observed that validity period of Bid Security (**Annex-II**) submitted by the Bidder is about seven (07) months, whereas, under Section D.5.1 of RFP, the Bid Security (in case of Bank Guarantee) should be valid for a period of at least eighteen (18) calendar months from the date of opening of Technical Proposals.

#### **5.1.2 Main Carriageway**

The Bidder has proposed two lane width of 3.65 m each. In addition a third lane width of 3.50 m has been proposed, which is not clarified.

#### **5.1.3 Service Road**

The Bidder has proposed reduced width of Service Road from 3.65 m to 3.50 m (paved width).

#### **5.1.4 Minimum Radius with no Super Elevation**

Under geometric design criteria, minimum radius with no super-elevation is taken in the Technical Proposal as 5000 m against the RFP requirement of 3510 m.

#### **5.1.5 Rest Areas**

There is no mention of provision of Rest Areas, whereas, RFP requires establishment of two Rest Areas.

#### **5.1.6 Vehicle Clearance Requirement in Tunnel**

As per RFP "Tunnel Design", it was required that "the clear height chamber shall be 5.2 m", whereas, the Bidder has proposed "5.1 m".

#### **5.1.7 Non-provision of Structures**

There is no mention of provision of cattle creep, underpasses, flyovers, pedestrian bridges and irrigational channels crossings, whereas, RFP requires provision of these structures.



### **5.1.8 Interchanges**

Following Interchanges are missing in the preliminary plan profile:

- a. Kernal Sher Khan Interchange (on M-1)
- b. Bakhshali Interchange
- c. Katlang Road Interchange
- d. Palai Road Interchange; and
- e. Chakdara Interchange (end point of Expressway)

### **5.1.9 Weigh Stations**

Provision of Weigh stations and weigh-in-motion stations are missing in the Technical Proposal.

### **5.1.10 Provision of Lighting**

Under the RFP it was required that: "Lighting shall be provided at required locations such as Interchanges, Major bridges, Toll Plazas, Weigh Bridges, Traffic signs, ITS devices etc., whereas, the Bidder has mentioned provision of lighting on the Toll Plazas' locations only.

### **5.1.11 Riding Quality**

The Bidder has mentioned an International Roughness Index (IRI) value of 1.8 m/km upon construction completion, whereas, RFP requires 1.4 m/km.

### **5.1.12 Training Abroad**

The Bidder was required to arrange training for four (04) PKHA officials from IP3 or equivalent foreign institute, whereas, proposal offers on-job-training for PKHA officials.

### **5.1.13 Comments on RFP & Draft Concession Contract**

As part of its Technical Proposal, the Bidder has attached some comments on the RFP and Draft Concession Contract (copy of comments at **Annex-III**).

## **5.2 Comments**

- a. The amount of Bid Security fulfils the requirement; however, PKHA should ensure that the validity of Bid Security is extended as per requirement of the RFP.
- b. In general, the Technical Proposal is conforming to the RFP requirements, as the Bidder has submitted a "Statement of Proposed Technical Changes to the Conforming Scheme" (a copy placed at **Annex-IV**), which states as follows:

*"It is certified that our bid for "Construction of Swat Expressway on Build-Operate-Transfer (BOT) Basis Project" conforms to all*

*requirements of the Request for Proposal (RFP) and there are no proposed modifications.”*

- c. The PKHA shall ensure that observations, noted under para 5.1 above, are incorporated as per RFP’s requirements at the time of negotiation/finalization of Concession Contract.

## **6. RESULTS OF TECHNICAL EVALUATION**

Following pages portray the final results of Technical Evaluation.



Sr. No.	Request for Proposal	Evaluation Factor	Status
1	<b>B.1 Mandatory Submission</b>		
	B.1.1. Executive Summary	Mandatory Requirement	Attached
	B.1.2 Bid Security	Mandatory Requirement	Attached
	B.1.3 Statement of Bid Conformity	Mandatory Requirement	Attached
	B.1.4 Statement of Proposed Technical changes to the conforming scheme	Mandatory Requirement	Attached

Continued.....

Sr. No.	Request for Proposal	Evaluation Factor	Max. Marks	Marks Obtained	
				Individual	Total
2	<p><b>B.2 BOT Managerial, Technical and Construction Qualifications</b></p> <p>A narrative and graphic presentation of the Bidder's current managerial, corporate, technical, construction and other related qualifications to undertake and successfully design, finance, construct, commission, develop, manage, operate, maintain, insure and transfer at the end of the Concession Period, the Project under BOT arrangement. It should also highlight the organizational chart of the Bidder. It should further elaborate in detail the relevant experience of the Bidder for similar road projects that includes, but not limited to: financial close, design, construction, maintenance and toll &amp; Intelligent Transport System (ITS) operations etc. The narrative must explain the Bidder's BOT institutional arrangements; including its proposed project organization, particularly during the construction, operation and maintenance phases.</p> <p>The Technical Proposal must contain the curriculum vitae (CV) of proposed key personnel for the Project detailing their relevant experience and qualifications.</p>	a. Proposed SPV & Project Implementation Structure	5		5
		b. Relevant Experience of the Bidder for similar road Projects:	25		25
		i. Financial Close	5	5	
		ii. Design	5	5	
		iii. Construction	5	5	
		iv. Maintenance	5	5	
		v. Toll and ITS Operations	5	5	
		c. Proposed key personnel for the Project (each CV carries maximum 01 mark):	5		5
		i. Chief Executive Officer / Managing Director	1	1	
		ii. Finance Manager/Financial Consultant	1	1	
		iii. Construction Manager	1	1	
		iv. Operations Manager	1	1	
		v. Maintenance Manager	1	1	
<b>SUB-TOTAL (A):</b>					<b>35</b>

Continued.....



Sr. No.	Request for Proposal	Evaluation Factor	Max. Marks	Marks Obtained	
				Individual	Total
3	<b>B.3 Project Appreciation</b>  Project Appreciation based upon the Bidder's survey and technical studies conforming to Scope of the Project, minimum design criteria and construction performance standards as outlined in Appendix-1 and Appendix-2 of the RFP. The Bidders are expected to conform their Bids/Proposals to the minimum requirements of the Appendix-1 and Appendix-2 but, at the same time, subject to Section E.3.4, are encouraged to propose better, innovative, cost effective, efficient and safe solutions for the Project, provided further that such design / construction solutions / requirements are not in deviation of the overall Scope of the Project and Project Deliverables.	a. Linear plan, indicating all important features of the Project and the Bidder's concept	3	2	2
		b. Traffic study: analysis and projections	5	1	1
		c. Preliminary design, typical cross-section & typical drawings of (each item carries maximum 02 marks):	10		5
		i. Expressway	2	2	
		ii. Tunnel	2	1	
		iii. Service road & Interchanges	2	1	
		iv. Flyovers, underpasses, cattle creeps and pedestrian crossings	2	0	
		v. Toll plazas, weigh stations and service areas	2	1	
		d. ITS, Expressway & Tunnel safety features and allied Expressway facilities & systems well explained supported by pictorial manner	5	3	3
		e. Environmental Plan	2	2	2
f. Project cost basis & analysis	5	0	0		
<b>SUB-TOTAL (B):</b>					<b>13</b>

Continued.....

Sr. No.	Request for Proposal	Evaluation Factor	Max. Marks	Marks Obtained		
				Individual	Total	
4	<p><b>B.4 Project Implementation Methodology</b></p> <p>Project Appreciation based upon the Bidder's survey and technical studies conforming to Scope of the Project, minimum design criteria and construction performance standards as outlined in Appendix-1 and Appendix-2 of the RFP. The Bidders are expected to conform their Bids/Proposals to the minimum requirements of the Appendix-1 and Appendix-2 but, at the same time, subject to Section E.3.4, are encouraged to propose better, innovative, cost effective, efficient and safe solutions for the Project, provided further that such design / construction solutions / requirements are not in deviation of the overall Scope of the Project and Project Deliverables.</p>	<b>B.4 Project Implementation Methodology</b>		<b>35</b>		
		a. Construction methodology for Expressway, Tunnel and Intelligent Transport System	<b>8</b>	7	<b>7</b>	
		b. Project Implementation Activity Plan supported by CPM	<b>2</b>	2	<b>2</b>	
		c. Shortest Time frame, plan & methodology for:	<b>12</b>		<b>12</b>	
		i. Financial close	7	7		
		ii. Readiness to commence work	5	5		
		d. Structures and erection technology	<b>1</b>	1	<b>1</b>	
		e. Machinery, plant and labour needs of the Project;	<b>3</b>	2	<b>2</b>	
		f. Anticipated construction problems and measures to overcome.	<b>2</b>	2	<b>2</b>	
		g. Work zone safety plans	<b>2</b>	2	<b>2</b>	
		h. Operation & maintenance plan, procedures and systems	<b>3</b>	2	<b>2</b>	
i. Innovations	<b>2</b>	1	<b>1</b>			
<b>SUB-TOTAL (C):</b>				<b>31</b>		
<b>GRAND TOTAL (A+B+C):</b>				<b>79</b>		



## **SUMMARY OF TECHNICAL EVALUATION**

<b>Sr. #</b>	<b>Evaluation Factor</b>	<b>Max. Marks</b>	<b>Marks Obtained</b>
1	BOT Managerial, Technical and Construction Qualifications	35	35
2	Project Appreciation	30	13
3	Project Implementation Methodology	35	31
<b>TOTAL:</b>		<b>100</b>	<b>79</b>

## **7. RECOMMENDATIONS**

Subsequent to detailed evaluation following recommendations are concluded:

- a. It is recommended that evaluation results as detailed under para 6 of this Technical Evaluation Report may be approved by the PPP Node of Pakhtunkhwa Highways Authority.
- b. Financial Proposal of M/s Frontier Works Organization may be opened as its Technical Proposal has attained seventy nine (79) marks against minimum threshold of seventy (70) marks for opening of Financial Proposal.
- c. The PKHA may get the validity of Bid Security extended as per requirement of the RFP.
- d. The technical observations, as detailed, *interalia*, under para 5.1 of this Technical Evaluation Report, should be taken care at the time of finalization / negotiations of Concession Contract appropriately.

**ANNEX – I**

Expression of Interest (EOI)