

## **ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS**

### **FOR OPERATIONS AND MAINTENANCE OF MURIDKE–NAROWAL & NAROWAL–SHAKKARGARH ROAD (GROUP-1) ON MANAGEMENT CONTRACT BASIS**

This **ADDENDUM NO. 1** is made on \_\_\_\_\_ to the Request for Proposals, dated 15<sup>th</sup> December 2025, for the Operations and Maintenance of Muridke–Narowal & Narowal–Shakkargarh Road (Group-1) on Management Contract basis, issued by the Communication and Works Department, Government of the Punjab, under the Punjab Public Private Partnership Act 2025 (the “**Addendum**”).

#### **WHEREAS:**

- A. The Communication and Works Department, Government of Punjab (the “**Implementing Agency**”) issued a Request for Proposals on 15<sup>th</sup> December 2025, inviting bids for the Operations and Maintenance of Muridke–Narowal & Narowal–Shakkargarh Road (Group-1) on Management Contract basis under the Punjab Public Private Partnership Act 2025 (the “**RFP**”).
- B. The Implementing Agency wishes to make certain amendments to the RFP as set out herein.

#### **NOW THEREFORE, THE RFP IS AMENDED AS UNDER:**

1. Throughout the RFP, all references to “**Bid Bond**” are replaced with “**Bid Security**”, and all references to “Form 2 Format of Bid Bond” are amended to “Form 2 Format of Bid Security”. This substitution applies across the following locations of the RFP: the Definitions section; Section 1.7; Section 4.1; Section 4.3; Section 4.4; Section 4.8; and Form 2. In each such location, any reference to the form, forfeiture, return, or extension of the Bid Bond shall be construed as a reference to the Bid Security.
2. Throughout the RFP, all references to “**Concession Agreement**” are replaced with “**PPP Contract**”. Volume II of the RFP shall now be referred to as the “**Draft PPP Contract**”. This substitution applies across the Definitions section, Interpretations clauses (j) and (m), Sections 1.2, 1.5, 2.1, 4.5.3, 4.15, 5, 7.2, 7.3, and 7.5, and Forms 1, 2, and 7. All obligations previously expressed to arise upon or after signing of the Concession Agreement shall be construed as arising upon or after signing of the PPP Contract.
3. Throughout the RFP, all references to “**Concessionaire**” are replaced with “**Private Partner**”. This substitution applies across the Definitions section (including the definitions of CONCESSION and BIDDING PROCESS), Interpretations clauses (j) and (m), Sections 3.1, 3.3, 3.4, 3.7, 3.8, 4.13, 4.15, 5, 7.2, 7.3, and 7.5, and Forms 1, 2, 6, and 7.

4. The Disclaimer section of the RFP is amended to the extent that all references to **“Invitation for Bids”** are replaced with **“RFP”**.
5. The definition of **BID VALIDITY PERIOD** in the Definitions section of the RFP is amended to extend the Bid Validity Period from **one hundred and twenty (120) days** to **one hundred and eighty (180) days** from the Bid Submission Deadline. All other references in the RFP to a Bid Validity Period of 120 days (including in Form 1 and Form 11) are correspondingly amended to 180 days.
6. The definition of **PROJECT** in the Definitions section of the RFP is deleted and replaced with the following:

*“PROJECT means the installation of toll plazas, weighbridges, and Electronic Toll and Traffic Management Systems (ETTMS) (including an e-tag system), along with the operation and maintenance of the selected road(s) in Punjab, Pakistan, as further detailed in Section 3.3 of this RFP.”*
7. The definition of **SUCCESSFUL BIDDER** in the Definitions section of the RFP is deleted and replaced with the following:

*“SUCCESSFUL BIDDER means the Bidder whose Financial Bid receives the highest marks in conformity with Section 6.5 of this RFP.”*
8. The following new defined terms are inserted into the Definitions section of the RFP in appropriate alphabetical order:

*“ACTUAL REVENUE means the total revenue derived from tolls as described in Section 3.6 of this RFP.”*

*“PPP CONTRACT means the formal agreement to be entered into between the Implementing Agency and the Private Partner, the draft of which is contained in Volume II of this RFP.”*

*“PPP RULES means the Punjab Public Private Partnership Rules 2025.”*

*“PRIVATE PARTNER means the Special Purpose Vehicle incorporated by the Successful Bidder, with which the Implementing Agency shall sign the PPP Contract.”*

*“RESERVE PRICE means an amount, determined by the Implementing Agency in its sole discretion, to be the minimum amount of the First Operational Year Revenue Share, as defined below, that is acceptable to the Implementing Agency.”*
9. The following defined terms are removed from the Definitions section of the RFP: **BID BOND, CONCESSION AGREEMENT, GROUP** and **IFIS**. The definitions of BID BOND and CONCESSION AGREEMENT are superseded by the amended definitions of BID SECURITY and PPP CONTRACT respectively, introduced by Clauses 1, 2, and 8 of this Addendum.
10. The Abbreviations table of the RFP is amended to include a new entry for **ETTMS** (Electronic Toll and Traffic Management System).
11. Section 1.1 (Introduction) of the RFP is amended as follows:
  - (a) this RFP relates to a single Group (Group-1) only. All references in the Introduction to multiple Groups, or to a Bidder placing a Bid for “either one, multiple or all of the Groups”, are removed. Bidders are required to submit a

Bid for both roads within Group-1 and may not submit a Bid for a single road; and

- (b) the reference to “All Groups shall be handed over after rehabilitation” is replaced with “All roads shall be handed over after rehabilitation”.

12. Section 1.3 of the RFP is amended to the extent that the Bid Submission Deadline is extended from **16th February 2026** to **16th March 2026**. The Timetable in Section 2.1 is amended correspondingly as set out in Clause 14 below.

13. Section 1.4 of the RFP (Clarifications) is amended as follows:

- (a) the deadline for submission of clarification requests is specified as **23:59 hours (Pakistan Standard Time) on 11th February 2026**; and
- (b) the qualifier “but not identification of its source” is removed from the description of the Response to Questions Document. Responses issued by the Implementing Agency shall identify the source of the query.

14. Section 1.7 of the RFP (Bid Security) is deleted and replaced with the following:

*Bidders are required to provide a Bid Security of **PKR 10,000,000 (PAKISTANI RUPEES TEN Million)** with Bids in the form of a call deposit, demand draft or a bank guarantee issued by a scheduled bank in Pakistan in the format provided in **Form 2 (Format of Bid Security)** which shall remain valid until the date of expiry of the Bid Security Validity Period (as defined in Section 4.4). The Implementing Agency shall get the Bid Security verified from the issuing bank.*

15. Section 1.10 of the RFP (Bidders Due Diligence) is amended by the addition of the following sentence:

*Bidders shall assume all risks in relation to such due diligence of the Project, except to the extent specifically provided in the PPP Contract for risk sharing between the Implementing Agency and the Private Partner.*

16. Section 2.1 of the RFP is amended to the extent that the Estimated Timetable for the Bidding Process is now as follows:

| Activity                                         | Date                            |
|--------------------------------------------------|---------------------------------|
| 1. Bidding Documents Issuance                    | 15.12.2025                      |
| 2. Pre-Bid Conference/ Bidders Meetings          | 29.12.2025                      |
| 3. Response to Bidders Queries Document Issuance | 1 week after Pre-Bid Conference |
| 4. Bids Submission Deadline                      | 16.03.2026                      |
| 5. Opening of Prequalification Documents         | To be Notified                  |

|                                                                                                        |                |
|--------------------------------------------------------------------------------------------------------|----------------|
| 6. Evaluation of Prequalification Documents and Opening of Technical Proposals of Prequalified Bidders | To be Notified |
| 7. Evaluation of Proposals and Opening of Financial Proposals of Technically qualified Bidders         | To be Notified |
| 8. Evaluation of Financial Proposals                                                                   | To be Notified |
| 9. Publication/Communication to Bidders of the Evaluation Report                                       | To be Notified |
| 10. Notifications of Awards                                                                            | To be Notified |
| 11. Anticipated execution of the PPP Contracts with Successful Bidder(s)                               | To be Notified |

17. Section 3.3 of the RFP is amended to the extent that the expansion of the acronym ETTMS is corrected from “electronic toll and **ticketing** management system” to “electronic toll and **traffic** management system”.

18. Section 3.3 of the RFP (Scope of Work — Major Maintenance) is amended as follows:

- (a) the **six (6) month duration threshold** for triggering a suspension of operations on account of Major Maintenance is removed. The amended provision reads.

*If Major Maintenance is required during the Concession Period the operations of the Project Highway may be suspended or reduced.*

- (b) the reference at the end of the Major Maintenance note to “in relation to each Group” is replaced with “in relation to the Project Highway”, consistent with this RFP covering a single Group; and
- (c) for the existing table of expected Major Maintenance work (which showed separate columns for 'Expected commencement date' and 'Expected duration of Major Maintenance'), the following revised table shall be substituted, and for the words "**that is to be carried out in relation to each Group**" and "**Major Maintenance works in relation to each Group**", the words "**that is to be carried out in relation to the Project Highway**" and "**Major Maintenance works in relation to the Project Highway**" shall respectively be substituted:

|              |                                      |                                                        |
|--------------|--------------------------------------|--------------------------------------------------------|
| <i>Group</i> | <i>Road &amp; Length (kilometre)</i> | <i>Expected commencement date of Major Maintenance</i> |
|--------------|--------------------------------------|--------------------------------------------------------|

|          |                                                                   |                                           |
|----------|-------------------------------------------------------------------|-------------------------------------------|
| Group -1 | I. Muridke – Narowal (80 KM)<br>II. Narowal – Shakkargarh (33 KM) | Ten (10) years after<br>Commencement Date |
|----------|-------------------------------------------------------------------|-------------------------------------------|

19. Section 3.4 of the RFP (Concession) is deleted and replaced with the following:

*Subject to and in accordance with the terms and conditions set forth in the PPP Contract, the Implementing Agency shall grant to the Private Partner the right to investigate, study, install, operate, maintain, and transfer the Project, and to exercise and/or enjoy the rights, powers, privileges, authorizations, and entitlements as set forth in the Bidding Documents (collectively the “**Concession**”).*

*The Successful Bidder shall undertake the Project through a Special Purpose Vehicle (SPV) incorporated under the laws of Pakistan as a corporate entity, provided that such company shareholding is the same as indicated in the Bid. This SPV shall be the Private Partner that will execute the PPP Contract.*

*The Concession shall be granted for a period of seven and a half (7.5) years.*

20. Section 3.5 of the RFP (Performance Security) is amended as follows:

- (a) the **amount** of the Performance Security is no longer specified in the RFP. The previous text set the amount at the estimated revenue collection per the Bidder’s Financial Proposal, subject to a floor of PKR 12,000,000. The amended text provides that the amount shall be “as prescribed in the PPP Contract”; and
- (b) the **timing** for delivery of the Performance Security is amended. The previous requirement to deliver it “simultaneously with the execution of the Bidding Documents” is replaced with a requirement to deliver it **prior to** the execution of the PPP Contract.

21. A new Section 3.6, titled **Toll Revenue Sharing** reproduced below, has been added in the RFP:

#### ***Toll Revenue Sharing***

*Each Bidder shall quote in its Financial Proposal: (a) a uniform percentage of total revenue to be shared with the Implementing Agency throughout the Concession Period (the “**Percentage Revenue Shared**”); and (b) its projected revenue for the first Operational Year (as defined in the PPP Contract) (the “**Expected Revenue**”). The product of the Percentage Revenue Shared and the Expected Revenue shall be the “**Benchmark Revenue Sharing Figure**”.*

*For the first Operational Year, the Private Partner shall pay to the Implementing Agency the higher of:*

- (a) *the Benchmark Revenue Sharing Figure; or*
- (b) *the Percentage Revenue Shared multiplied by the Actual Revenue for the first Operational Year.*

*For each subsequent Operational Year, the Benchmark Revenue Sharing Figure shall increase by five percent (5%) per annum on a cumulative basis over the*

*immediately preceding Operational Year (the “**Applicable Benchmark**”). The Private Partner shall pay to the Implementing Agency the higher of:*

- (a) the Applicable Benchmark for that Operational Year; or*
- (b) the Percentage Revenue Shared multiplied by the Actual Revenue for that Operational Year.*

*“**Actual Revenue**” means total revenue (derived from tolls and fines collected from overweight vehicles) actually earned from the Project during the relevant Operational Year, as determined by the Independent Auditor.*

*Please note that tolls for the first Operational Year will be provided in Schedule P of the draft PPP Contract, and the same will be escalated at a rate of eight point six percent (8.6%) or the prevailing consumer price index, whichever is lower, for each subsequent Operational Year.*

- 22. Section 3.7 of the RFP (Project Monitoring) is amended to the extent that the remuneration of the Independent Engineer and Independent Auditor shall be borne by the Private Partner **through an escrow arrangement as provided for in the PPP Contract**. The previous text required the Private Partner to bear this remuneration directly without specifying an escrow mechanism.
- 23. Section 3.8 of the RFP (Maintenance and Operation), obligation (iv)) is amended to remove the requirement for ETTMS installation to be carried out through a financial institution. The previous text required installation through a financial institution with which the Private Party shall enter into a contract.
- 24. Section 4.1 of the RFP is amended to remove all references to multiple Groups. Bidders shall be permitted to submit only one Bid under this RFP, which covers a single Group. Instructions requiring identification of the applicable Group on outer envelopes are also removed.
- 25. Section 4.4 of the RFP is amended to extend the period for which the Bid Security must remain valid beyond the end of the Bid Validity Period from **twenty-eight (28) days to thirty (30) days**.
- 26. Section 4.5.3 of the RFP is amended to remove the requirement that the Financial Proposal be submitted on the day before the Bid Submission Date. This timing restriction is deleted in its entirety.
- 27. Section 4.8 of the RFP (Bid Submission) is amended to remove all references to multiple Groups. The requirement to identify the applicable Group road on the outer envelope is deleted. Bidders shall submit their Prequalification, Technical, and Financial Proposals in three sealed envelopes, together with the Bid Security, in accordance with the remaining instructions of Section 4.8.
- 28. Section 4.11 of the RFP (Clarifications) is amended to the extent that the relevant emails to whom a written request for clarification may be sent are added as follows:  
*dspccwd@gmail.com; and  
nayyar286@gmail.com*
- 29. Section 4.13 of the RFP (Consortium or Joint Venture) is amended to the extent that the minimum equity stake commitment, of the lead member of the consortium, is increased from **fifty percent (50%) to fifty-one percent (51%)**.

30. Section 6.3 of the RFP (Prequalification Criteria) is amended as follows:

- (a) the lookback period for similar contracts in Form 3E is extended from **five (5) years to ten (10) years**. The number of projects to be listed in Form 3E is correspondingly increased from five to ten;
- (b) the placeholder “last [●] years” in the non-performance lookback requirement is replaced with **last five (5) years**;
- (c) the placeholder “more than [●]” in the pending litigation threshold is replaced with **more than fifty percent (50%)** of the Bidder’s net worth;
- (d) in the category “Registration with PEC”, the first sentence “O2” has been added as an applicable registration category in the eligibility criteria.

31. Section 6.4 of the RFP (Technical Evaluation Criteria) is amended as follows:

- (a) the lookback period for General O&M Experience is extended from **seven (7) years to ten (10) years**;
- (b) the lookback period for Specific O&M Experience (similar contracts) is extended from **five (5) years to ten (10) years**;
- (c) the marks awarded for Work Programme and Work Methodology are revised: the score for a “Substantially Detailed” submission is reduced from **5 marks to 3 marks**, and the score for a “Sketchy” submission is reduced from **2 marks to 1 mark**, for each of Work Programme and Work Methodology;
- (d) the Bridge Engineer key personnel requirements are revised: the minimum qualification is simplified to MSc Structures only, and the maximum score for this position is increased from **1 mark to 2 marks**;
- (e) a new clarification is added for Joint Ventures and Consortia: for the purposes of Annual Turnover and Net Worth under Financial Soundness, the **aggregate** of all JV/Consortium members’ figures shall apply; and
- (h) the note advising that Technical Evaluation Criteria marking depends on which Group(s) the Bidder is bidding for is removed, as this RFP covers a single Group only.

32. The Reserve Price mechanism in Section 6.5 of the RFP is substituted for the following:

*Prior to opening the Financial Proposals, the Implementing Agency shall announce the Reserve Price. Following the opening of the Financial Proposals, the procedure set out below shall apply to determine the Successful Bidder:*

- (i) *If the Reserve Price is met or exceeded, the highest Bidder shall be declared the Successful Bidder; however, if the Reserve Price is not, the provisions of (ii) to (iv) below shall apply.*
- (ii) *If no Bidder meets the Reserve Price, the Implementing Agency shall request all technically qualified Bidders to submit revised financial offers by a stipulated deadline. All Revised Offers obtained from Bidders must (a) be in writing and made within such time period as specified by the Implementing Agency; (b) be irrevocable and unconditional; (c) not be less in value than the value of the previous Financial Proposal of the Bidder; and (d) be*

*valid for a time period, as stipulated by the Implementing Agency. All original offers will remain valid unless superseded by a compliant Revised Offer.*

- (iii) *Following the receipt of Revised Offers, if the highest revised Bid equals or exceeds the Reserve Price, that Bidder will be awarded the concession.*
- (iv) *If following receipt of the Revised Offers, the Reserve Price is still not achieved, the Implementing Agency, shall, at its sole discretion, either:*
  - 1. grant the concession at the highest offer less than the Reserve Price; or*
  - 2. cancel the instant bidding process altogether.*

33. Section 6.5 of the RFP (Financial Evaluation) is amended as follows:

- (a) the revenue sharing structure is simplified from a two-tier arrangement to a **single uniform Percentage Revenue Shared** applicable throughout the entire Concession Period. The terminology is updated from “First Operating Year Revenue Share” to **“First Operational Year Revenue Share”**;
- (b) the Financial Score formula is now explicitly stated. The Financial Score shall be calculated as:

$$\text{Financial Score} = (\text{Bidder's First Operational Year Revenue Share} \div \text{Highest First Operational Year Revenue Share among all technically qualified Bidders}) \times 100$$

- (d) the components of Expected Revenue are specified as **toll revenue and fines collected from overweight vehicles**; and
- (e) the following paragraph shall be omitted in its entirety:

*"Minimum Revenue Shared = The higher of [•]% of the First Operating Year Revenue Share, or [•]% of the actual revenue collected after the First Operating Year."*
- (f) the paragraph titled *Percentage Revenue Shared* shall be deleted and replaced with the following:

***“Percentage Revenue Shared** shall mean the uniform percentage of the total revenue offered to be shared by the Bidder with the Implementing Agency during each year starting from the Commercial Operations Date till the last Operational Year.”*

34. In Forms 1, 2, 4, 7, 8 and 9 of Section C of the RFP, wherever the placeholder “[•]” appears in the context of the project or road name, for the words/figures “[•]”, the words/figures **"Muridke – Narowal & Narowal – Shakkargarh"** shall be substituted.

35. Form 1 (Format of Covering Letter) of the RFP is amended as follows:

- (a) clause 3 (Pricing) of the Covering Letter, which confirms the Bidder’s understanding that the Implementing Agency is not bound to accept the **lowest** Financial Bid, is amended to reflect the revised award criterion: the

Implementing Agency is not bound to accept the **highest marked** Financial Bid;

- (b) clause 4 (Bid Price) of the Covering Letter is deleted in their entirety. Financial pricing information is no longer required to be captured in the Covering Letter;
  - (c) clause 6 (Firm and Irrevocable Proposal) is amended to confirm that the Bid remains valid for **one hundred and eighty (180) days**, consistent with the amended Bid Validity Period in Clause 5 of this Addendum; and
  - (d) clause 4 (Guarantees Required by the Lenders and Performance Security) is amended by adding the qualifier **“if required”** after the reference to guarantees required by lenders for the Project.
36. Paragraph 1 of Form 2 (Bid Security Guarantee) is amended to accelerate the payment obligation of the guarantor bank. The previous obligation to pay the Implementing Agency **within three (3) working days** of receipt of a written demand is replaced with an obligation to pay **on the same day** of receipt of such demand, provided the demand is received during working hours; and
37. Form 3D (Current Contract Commitments) is amended to replace the placeholder “[●] Months” with **Twelve (12) Months** in the column heading for Average Monthly Invoicing; and
38. Form 3E (Similar Contracts) is amended to extend the lookback period from **five (5) years** to **ten (10) years**, and to increase the number of projects to be listed from five to ten.
39. Form 6 (Integrity Pact) of the RFP is amended to the extent that the Integrity Pact is now to be executed by the Bidder at the bid submission stage.
40. Form 7 (Joint Venture Agreement) of the RFP is amended to the extent that the identification of the client in the Recitals is corrected from “Punjab Public Private Partnership Authority” to Government of Punjab, acting through its Communication and Works Department;
41. Form 10 (Format of Financial Proposal) of Section C of the RFP is amended as follows:
- (a) The second paragraph shall be deleted and replaced with the following:

*Based on the terms and conditions of this RFP, we submit the following proposal:*

| <i><b>Item</b></i>                                           | <i><b>Amount</b></i> |
|--------------------------------------------------------------|----------------------|
| <i>Percentage Revenue Shared (%)</i>                         |                      |
| <i>Expected Revenue for the first Operational Year (PKR)</i> |                      |
| <i>First Operational Year Revenue Share (PKR)</i>            |                      |

- (b) In the paragraph commencing *"Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Bid, i.e. one hundred and twenty (120) days"*, for the words/figures *"one hundred and twenty (120)"*, the words/figures **"one hundred and eighty (180)"** shall be substituted.

42. Volume II of the RFP is replaced with an amended and restated Draft PPP Contract (previously referred to as the “Draft Concession Agreement”), provided in the Schedule to this Addendum with the amended provisions being identifiable as tracked changes.
43. Except as expressly amended herein, all other terms and conditions of the RFP shall remain unchanged and in full force and effect. The RFP shall henceforth be read as amended by and together with this Addendum No. 1.

For and on behalf of the Implementing Agency:

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Authorised Signatory  
Communication and Works Department  
Government of Punjab

Date: \_\_\_\_\_

**SCHEDULE**  
**Amended and Revised Draft PPP Contract**

[attached herewith]