

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**DESIGN AND CONSTRUCTION OF THE DUALIZATION**  
**OF**  
**CHINIOT-SARGODHA ROAD**  
**AND**  
**OPERATION AND MAINTENANCE OF FAISALABAD-CHINIOT-SARGODHA ROAD**  
**UNDER**  
**BUILD, OPERATE AND TRANSFER MODEL**  
**(VOLUME – I)**  
**[●] JANUARY 2026**

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**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**DISCLAIMER**

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This request for proposal (the **RFP**) has been prepared by the Communication and Works Department, Government of Punjab (the “**Implementing Agency**”). This invitation constitutes no form of commitment on the part of the Implementing Agency to enter into any arrangements with any person/entity. The Implementing Agency reserves the right to withdraw from the process or any part thereof or to vary any of its terms at any time without giving any reason whatsoever. No financial or other obligation whatsoever shall accrue to the Implementing Agency in any such event. The information contained in this RFP and attached volumes or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Implementing Agency or any of its employees or advisors is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The evaluation criteria were determined by the Implementing Agency, with the technical assistance of the Punjab Public Private Partnership Authority (“the **Authority**”) in collaboration with the Risk Management Unit (RMU) in the Finance Department, Government of Punjab. Neither any of these entities, nor their consultants, advisors (including the transaction advisor), employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Invitation for Bids or otherwise in connection with the Project as contemplated herein.

This RFP is not an agreement; its sole purpose is to provide interested parties with information that may be useful to them in making their offers (bids/proposals) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Implementing Agency in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Implementing Agency, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party which reads or uses this RFP.

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct for the purposes of Bidders. The Implementing Agency or the Authority have no liability for any statements, opinions or information provided in the RFP. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP. The Bidders are required to undertake their independent assessment and to seek independent professional advice on any or all aspects of the RFP. No decision should be based solely on the basis of the information provided by the RFP.

The Implementing Agency expressly disavows any obligation or duty (whether in contract, tort or otherwise) to any Bidder. No Bidder is entitled to rely on the Implementing Agency’s involvement in the preparation of this RFP or in the solicitation process as a basis for preparing the Bid or developing the Project.

All information submitted in response to the RFP becomes the property of the Implementing Agency and the Implementing Agency does not accept any responsibility for maintaining the confidentiality of the material including any trade secrets or proprietary data submitted to the Implementing Agency (including from its employees, personnel, agents, consultants, advisors and contractors etc.)

In submitting a Proposal in response to this RFP, each Bidder certifies that it understands accepts and agrees to the disclaimers set forth above. Nothing contained in any other provision of the RFP nor any statements made orally or in writing by any person or party shall have the effect of negating or suspending any of the disclaimers set forth in this disclaimer.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Abbreviations**

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<b>BOEC</b>	Bid Opening and Evaluation Committee
<b>CV</b>	Curriculum Vitae
<b>ETTMS</b>	Electronic Toll and Traffic Management Systems
<b>GoPb</b>	Government of the Punjab
<b>PEC</b>	Pakistan Engineering Council
<b>PKR</b>	Pakistan Rupees
<b>RFP</b>	Request for Proposal
<b>SBP</b>	State Bank of Pakistan
<b>SPV</b>	Special Purpose Vehicle

**Definitions**

<b>Benchmark Revenue</b>	shall refer to the toll revenue table attached hereto as <b>Form 11</b> .
<b>Bid</b>	a bid submitted by a Bidder in response to this RFP containing Pre-qualification, Technical and Financial Proposals.
<b>Bid Security</b>	means the security deposit that a Bidder must provide, either in the form of: (i) a financial guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the Implementing Agency (with a minimum long term credit rating of 'AA-' according to the PACRA rating scale for financial institutions), in form and substance as attached hereto as <b>Form 2 Format of Bid Security</b> ; or (ii) an irrevocable pay order or cash deposit receipt (CDR) and in the amounts and conditions specified in Section 4.4 (Bid Security) of <b>SECTION A</b> , it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee.
<b>Bid Validity Period</b>	means the period of <b>ONE HUNDRED AND EIGHTY (180)</b> days starting from the Bid Submission Date.
<b>Bidder</b>	an entity, firm, joint venture or consortium that has submitted a Bid for the Project based on this RFP and its criteria.
<b>Bidding Process</b>	shall mean the entire process commencing from issuance of RFP until signing of PPP Contract as elaborated more in this RFP.
<b>Bid Submission Date</b>	the date on or before which proposals can be submitted as described in the Letter of Invitation.
<b>Concession</b>	the concession granted to the Private Partner by the Implementing Agency in accordance with Section 3.4 of this RFP.
<b>Estimated Timetable</b>	means the estimated timetable set out in Section 2.1.
<b>Financial Proposal</b>	means the financial proposal submitted in accordance with Section 4.5.3 of this RFP.
<b>Prequalification Proposal</b>	means the prequalification proposal submitted in accordance with Section 4.5.1 of this RFP.
<b>Private Partner</b>	means the Special Purpose Vehicle (SPV), set up by the successful Bidder, with which the Implementing Agency shall sign the PPP Contract.
<b>Project</b>	the engineering, construction, installation, finance, operations and maintenance of the Faisalabad-Chiniot-Sargodha road, as more particularly described in Section 3.2 of this RFP and the definition of Project provided in Section 1.1 of the PPP Contract.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

<b>Project Highway</b>	means the length of the road as more particularly described in Section 3.2
<b>PPP Act</b>	means the Punjab Public Private Partnership Act, 2025.
<b>PPP Rules</b>	means the Punjab Public Private Partnership Rules, 2025
<b>PPP Contract</b>	the formal draft agreement governing the proposed relationship between Implementing Agency and the Private Partner that is substantially based on the attached Volume II — Draft PPP Contract.
<b>Successful Bidder</b>	means the Bidder whose Financial Proposal is the highest marked in conformity with Section 6.5.
<b>Technical Proposal</b>	means technical proposal submitted in accordance with Section 4.5 of this RFP.

*(All capitalized terms used but not defined herein shall bear the same meaning as set out in **Volume II of this RFP - Draft PPP Contract**).*

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Interpretations**

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In this RFP, unless the context otherwise requires:

- (a) Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) the words importing singular shall include plural and vice versa and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- (c) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this RFP;
- (d) the words "include" and "including" are to be construed without limitation;
- (e) references to "construction" include design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction;
- (f) any reference to any period of time shall mean a reference to that according to Pakistan Standard Time;
- (g) any reference to day shall mean a reference to a calendar day;
- (h) any reference to month shall mean a reference to a calendar month;
- (i) any reference to Bidder shall mean an entity submitting the proposal or a group of entities submitting the proposal as a Joint venture (JV) or consortium, and any reference to the Private Partner shall mean selected Bidder with whom PPP Contract has been signed;
- (j) the attached volumes of this RFP or any Addendum issued later on to clarify the Bidders, if any, form an integral part of this RFP and will be in full force and effect as though they were expressly set out in the body of this RFP jointly referred as Bidding Documents;
- (k) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "up" or "until" a specified day or date shall include both such days or dates;
- (l) any reference to Bidding Process shall mean the entire process commencing from issuance of RFP until signing of PPP Contract with the Private Partner; and
- (m) any reference to Form or Section herein shall mean form or section of this RFP and the volumes attached hereto.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Table of Contents**

	<b>Letter of Invitation</b>	<b>9</b>
1.1	Introduction	9
1.2	Contents of RFP	9
1.3	Bid Submission Date	9
1.4	Bidder's Request for Clarification, Comments and Mark-up	9
1.5	Pre-Bid Meeting	10
1.6	Public Private Partnership	10
1.7	Bid Security	10
1.8	Cost of Bid Preparation	10
1.9	Consortium of Bidders	11
1.10	Bidders' Due Diligence	11
1.11	Authority Fee	11
<b>Section A</b>	<b>Information to Bidders</b>	<b>12</b>
2.1	Project Bidding and Execution Schedule	13
<b>3</b>	<b>Introduction and Background of Project</b>	<b>14</b>
3.1	Overview	14
3.2	Faisalabad–Chiniot–Sargodha Road	14
3.3	Scope of Work	16
3.4	Concession	16
3.5	Performance Guarantee	16
3.6	Financial Close	16
3.7	Project Monitoring	16
3.8	Maintenance and Operation	16
3.9	Government Support and Revenue Sharing	17
3.10	Price Variation Support	18
3.11	Performance and Service Standards	18
3.12	Capital Structure and Equity Lock-in	18
<b>4</b>	<b>Bid Preparation and Submission</b>	<b>19</b>
4.1	Single Bid	19
4.2	Language	19
4.3	Bid Validity	19
4.4	Bid Security	19
4.5	Bid Contents	20
4.5.1	Prequalification Proposal	20
4.5.2	Technical Proposal	20
4.5.3	Financial Proposal	20
4.6	Bid Preparation	20
4.7	Bid Submission and Cover Letter	21
4.8	Bid Modification	21

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

4.9	Amendments to RFP	21
4.10	Clarifications	21
4.11	Obligations	22
4.12	Consortium or Joint Venture	22
4.13	Confidentiality	22
4.14	Fraud and Corrupt Practices	22
<b>Section B</b>	<b>Evaluation and Award</b>	<b>24</b>
<b>5</b>	<b>Bid Opening</b>	<b>25</b>
5.1	Bid Opening and Evaluation Committee	25
5.2	Procedure	25
<b>6</b>	<b>Bid Evaluation</b>	<b>26</b>
6.1	Responsiveness	26
6.2	Procedure	26
6.3	Prequalification Evaluation Criteria	26
6.4	Technical Evaluation Criteria	29
6.5	Financial Evaluation Criteria	33
<b>7</b>	<b>Award</b>	<b>35</b>
7.1	Announcement	35
7.2	Negotiation	35
7.3	Termination of Bidding Process	35
7.4	Implementing Agency's Right to Accept or Reject	35
7.5	Failure to Sign the PPP Contract	35
<b>Section C</b>	<b>Bid Forms</b>	<b>36</b>
Form 1	Format of Covering Letter	37
Form 2	Format of Bid Security	40
Form 3	Format of Prequalification Proposal	43
Form 4	Format of Authorization of Representative	49
Form 5	Format of Affidavit	50
Form 6	Format of Integrity Pact	51
Form 7	Consortium or JV Agreement	53
Form 8	Authorization of Lead Member	62
Form 9	Format of Technical Proposal	64
Form 10	Format of Financial Proposal	69
Form 11	Benchmark Revenue	72

# Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

## 1. LETTER OF INVITATION

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### 1.1. INTRODUCTION

The Implementing Agency hereby invites parties, as part of a national competitive bidding process, to submit Bids for the dualization of the Chiniot-Sargodha Road which is approximately forty seven and a half (47.5) kilometres and the operation and maintenance of the entire Faisalabad-Chiniot-Sargodha Road which is approximately sixty eight and a half (68.5) kilometres long highway and for which the start point is located in Faisalabad and the end point is located in Sargodha, as more particularly described and indicated in Section 3.2 of this RFP. The Implementing Agency is seeking to award a Public Private Partnership Project through a fair and transparent competitive bidding process (the “**Bidding Process**”).

### 1.2. CONTENTS OF RFP

Please find enclosed the RFP based on which Bids are to be prepared and submitted. This RFP contains the following three (3) volumes and their respective appendices:

#### **Volume I— Request for Proposal (RFP)**

*Containing:*

- a. Information to Bidders
- b. Evaluation and Award
- c. Bid Forms

#### **Volume II - Draft PPP Contract**

#### **Volume III — Detailed Project Report**

*Containing:*

- a. Preliminary Design Reports (including drawings)
- b. Technical Specifications (specifications prescribed by the Implementing Agency to be followed)
- c. Environmental Impact Assessment Report
- d. Traffic Study Report

*(Volume I, Volume II and Volume III are collectively referred to as the Bidding Documents)*

### 1.3. BID SUBMISSION DATE

Bids shall be submitted by on or before 14:00 on 05 May 2026 (“**Bid Submission Date**”) addressed to Deputy Secretary (PC), Communication & Works Department at the address mentioned below:

#### **OFFICE OF ADDITIONAL SECRETARY (TECHNICAL-III)**

Communication & Works Department,

Old Anarkali,

Lahore

Email: dspccwd@gmail.com

PHONE: +92-42-992 13716

### 1.4. BIDDER’S REQUEST FOR CLARIFICATION, COMMENTS AND MARK-UP OF THE BIDDING DOCUMENTS

## Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

A Bidder requiring any clarification on the Bidding Documents may send an electronic request for clarification to the Implementing Agency. Bidders may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change mode with a separate note explaining the rationale behind any suggested amendment or modification. Any such comments shall be sent by e-mail to the Implementing Agency, with a copy to the consultants.

Any such clarification request/comments or mark-up as specified in this Section shall be addressed before 14:00 (Pakistan time) on the Clarification /Comments Request Deadline. The Implementing Agency shall provide response to such comments/queries as soon as possible.

Electronic copies of the response, including an explanation of the query but not identification of its source (the "**Response to Questions Document**"), shall be sent to all Bidders. If similar or repeated queries are made by Bidders, those queries may be listed as one query, and the Implementing Agency may respond to such query only once. The Implementing Agency reserves the right not to consider such comments or amendments of the Bidding Documents. Any substantial changes that affect the structure of Bidding Documents or the Project shall in no case be taken into consideration.

### 1.5. PRE-BID MEETING

The Implementing Agency will organize at least one (1) pre-bid conference (general and/or individual meetings) on the dates specified in the Estimated Timetable in order to discuss any further comments the Bidders might have with respect to the Project and the Bidding Documents. Bidders will be given the opportunity to discuss their comments and suggested changes to the PPP Contract in the Pre-Bid Conferences.

The Implementing Agency reserves the right to call as many pre-bid conferences as it desires to.

### 1.6. PUBLIC PRIVATE PARTNERSHIP

The Project is to be established within the purview of the PPP Act (as amended from time to time). Bids are solicited under a single stage three envelope competitive bidding process in accordance with the PPP Act and the PPP Rules and each Bid is required to contain a separately sealed Prequalification Proposal, Technical Proposal and Financial Proposal within an outer sealed envelope.

### 1.7. BID SECURITY

Bidders are required to provide a bid security of **PKR 200,000,000 (PAKISTANI RUPEES TWO HUNDRED MILLION)** with their Bids in the form of an irrevocable pay order, cash deposit receipt (CDR) or an irrevocable bank guarantee 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.

### 1.8. COST OF BID PREPARATION

Each Bidder shall bear all costs associated with the preparation and submission of its Bid and the Bidder's participation in the Bidding Process (the "**Bid Costs**") including, without limitation, all costs and expenses related to, participation in pre-bid conference, preparation and submission of the bidding documents, the provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors etc. and in discussion with the Implementing Agency shall be, in each case, borne by the Bidder (including all consortium members as applicable) the provision of any additional information, preparation of questions and requests for clarification to the Implementing Agency and discussions on the PPP Contract.

The Implementing Agency shall not be responsible or liable to pay any Bid Costs of any Bidder regardless of the conduct or outcome of the Bidding Process.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**1.9. CONSORTIUM OF BIDDERS**

In case a Bid is submitted as a consortium or a JV, all members thereof are required to furnish a memorandum of understanding legally binding all members, jointly and severally using the format defined in **Form 7 Format of Consortium Or JV**, and a power of attorney in favour of the lead member using the format defined in **Form 8 Format of Authorization of Lead Member**.

Foreign bidders are allowed to participate in this bidding process, as long as they are part of a consortium, in which they are not the lead member, and where the lead member is an entity registered under the applicable laws of Pakistan.

**1.10. BIDDERS DUE DILIGENCE**

Each Bidder is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and for seeking any other independent advice necessary for the preparation of Bids, negotiation of agreements and the subsequent delivery of all services to be provided by the Successful Bidder.

No representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the Implementing Agency or its advisors, employees, consultants or agents, for the completeness or accuracy of any information contained in the Bidding Documents or the Response to Questions Document or provided during the Bidding Process or during the term of the PPP Contract. The Implementing Agency and its advisors, employees, consultants and agents shall not be liable to any person or entity as a result of the use of any information contained in the Bidding Documents or the Response to Questions Document or provided during the Bidding Process or during the term of the PPP Contract. 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.

Bidders shall not rely on any oral or written statements made by the Implementing Agency or its advisors, employees, consultants or agents.

All Bidders shall, prior to submitting their Bid, review all requirements with respect to corporate registration and all other requirements that apply to companies that wish to conduct business in Pakistan. The Bidders are solely responsible for all matters relating to their legal capacity to operate in the jurisdiction to which this Bidding Process applies. Any Bids submitted in response to this RFP will be submitted upon a full understanding and agreement of terms of this RFP and, therefore, the submission of Bids in response to this RFP would be deemed as acceptance to the said terms.

**1.11. Authority Fee**

The Private Partner shall make a payment of an amount equal to one percent (1%) of the Estimated Project Cost to the Authority on the achievement of the financial close (as defined in the PPP Contract) into the designated bank account of the Authority, the details of which will be communicated to the Private Partner in writing by the Authority.

Yours truly,

Secretary  
Communication and Works Department,  
Government of Punjab  
Lahore

**SECTION A: INFORMATION TO BIDDERS**

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**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**2. PROJECT BIDDING AND EXECUTION SCHEDULE**

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2.1 The Estimated Timetable for the Bidding Process is as follows:

Activity	Date
1. Bidding Documents Issuance	[●].01.2026
2. Pre-Bid Conference/ Bidders Meetings	10.02.2026
3. Clarifications/ Comments Request Deadline	
4. Response to Bidders Queries Document Issuance	
5. Bids Submission Deadline	05.05.2026
6. Opening of Prequalification Documents	To be Notified
7. Evaluation of Prequalification Documents and Opening of Technical Proposals of Prequalified Bidders	To be Notified
8. Evaluation of Proposals and Opening of Financial Proposals of Technically qualified Bidders	To be Notified
9. Evaluation of Financial Proposals	To be Notified
10. Publication/Communication to Bidders of the Evaluation Report	Within seven (7) days of the Evaluation of Financial Proposals
11. Notification of Award	To be Notified
12. Anticipated execution of the PPP Contract with Successful Bidder	To be Notified

The Implementing Agency may, in its sole discretion (subject to applicable laws) and without prior notice to Bidders, amend the Estimated Timetable. Bidders shall not rely in any manner whatsoever on the Estimated Timetable and the Implementing Agency shall not incur any liability whatsoever arising out of amendments to the Estimated Timetable.

### **3. INTRODUCTION AND BACKGROUND OF PROJECT**

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#### **3.1 Overview**

The Implementing Agency has floated this RFP to seek a private partner (“**Private Partner**”) to:

- (a) design, construct and develop a four-lane divided toll highway, along with interchanges / slip roads, connecting roads, and other project facilities on the Chiniot-Sargodha Road (measuring approximately forty-seven and a half (47.5) kilometres) on a Build Operate Transfer mode; and
- (b) to install ETTMS and weighbridges and to ensure the subsequent operation and maintenance through a Public Private Partnership on the Faisalabad-Chiniot Road and also the Chiniot-Sargodha Road (total measuring sixty-eight and a half (68.5) kilometres), after the completion of the aforementioned dualization construction phase on a management contract basis.

#### **3.2 Faisalabad-Chiniot-Sargodha Road**

The Implementing Agency intends to dualize the existing Chiniot-Sargodha Road to a four-lane dual-carriageway highway with central median and shoulders and install ETTMS and weighbridges on the entire Faisalabad-Chiniot-Sargodha Road.

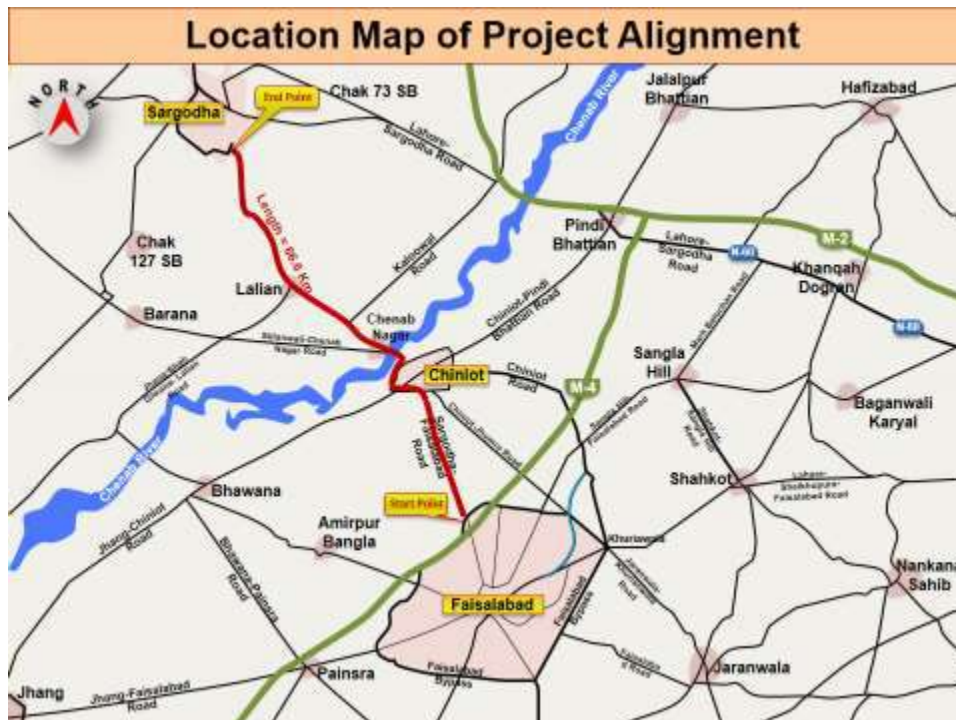
The main objective of the Project is to bring about significant reduction in travel time, enabling commuters to move swiftly and efficiently along the Faisalabad-Chiniot–Sargodha corridor. The decrease in vehicle operating cost, as a result of improved road conditions and smoother traffic flow, will provide direct financial relief to road users. Additionally, the upgrade of highway safety standards is expected to lead to a notable reduction in traffic accidents, thereby ensuring safer mobility for all commuters.

It is anticipated that after the dualization of the Chiniot-Sargodha Road and installation of ETTMS and weighbridges on the Faisalabad-Chiniot-Sargodha Road, improved connectivity will add impetus to commercial and trade activities in the areas adjoining the carriageway, enhancing business prospects and supporting local economies. The enhanced infrastructure will also contribute to the overall economic uplift across various sectors by enabling a faster, safer, and more reliable journey for individuals and businesses alike. The total length of the Project is approximately sixty-eight and a half (68.5) km.

#### **The scope of the Project includes:**

- (a) the dualization of Chiniot-Sargodha Road to a 4-lane divided highway with a median (NJB) and 8 feet (3 metres) treated shoulders on either side (Rural Area) and 4 feet (1.2 meter) a minimum of 2 feet (0.6 metre) inner shoulder
- (b) Dualization and O&M Portion:  
Start Point: Start of Chiniot Bypass                      RD 19+100      Coordinates:(31.698, 73.95547)  
End Point: Sargodha    RD 66+660      Coordinates (32.01792, 72.710762)
- (c) O&M only Portion:  
Start Point: Kamalpur Interchange                      RD -2+500      Coordinates:(31.5174, 73.6659)  
End Point: Chiniot Tehsil Chowk    Coordinates (31.721052, 72.989803)
- (d) Bridge over River Chenab is not included in the construction scope having already been dualized; however, the O&M obligations of the Private Partner under this Project include maintenance of the bridge, including joints, parapet walls, bearing pads, substructure, and road surface.
- (e) construction of the four lanes each 12 feet (3.65 metres);
- (f) Construction of flyovers as described in detailed design
- (g) Installation of ETTMS and weighbridges on the Faisalabad-Chiniot Road; and
- (h) The operation and maintenance of the entire Faisalabad-Chiniot-Sargodha Road as per the terms of the PPP Contract.
- (i) Establish a Self-contained unit for carrying out cleaning, maintenance of road, recovery and ambulance vehicle, horticulture and vegetation control.

Project Map



	Rural Area	Urban Area
<b>Length</b>	Approximately ~47.5 km	
<b>Design Speed</b>	120 Km/hr	70 Km/hr
<b>Right of Way (Proposed)</b>	110 ft	127 ft
<b>Land Acquisition</b>	800 Kanal (Approx.) in 3-Districts	
<b>Road Cross Section</b>		
• Lane Width	3.65 m (12 ft)	3.65 m (12 ft)
• No. of Lanes	2+2	2+2
• Shoulders - Outer	2.45 m (8 ft)	1.2 m (4 ft)
- Inner	1.2 m (4 ft)	0.9 m (2 ft)
• Median (NJB)	0.6 m (2ft)	
• Flyovers	3 Nos. (Chiniot City Intersection, Chiniot Jang Road, Sargodha- Chiniot Intersection)	
• Service Road	-	5.5 m (18 ft)
• Walkway/Drain	-	1.5 m (5.0 ft)
• Street Light (Solar Powered)	0	Urban Area only
• Service Ducts	Where necessary	
<b>Toll Plaza</b>	3 Nos.	
<b>Pedestrian Bridges</b>	3 Nos.	
<b>Construction Cost PKR</b>	20.168 Billion	

## **Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I**

### **3.3 Scope of Work**

The Private Partner shall be responsible for the overall implementation of the Project, including but not limited to the surveys, investigation, study, design, construction, installation, financing, operations and maintenance of the Project in line with the terms and conditions set out in the Bidding Documents.

The Private Partner shall be responsible for dualizing forty seven and a half (47.5) km (approximately) of highway (Chiniot-Sargodha) along with ancillary structures including but not limited to bridges, culverts, retaining walls, drains, intersections, toll plazas, U-turns, service roads, street lights and other necessary infrastructure, with an ETTMS, as more particularly specified in the Bidding Documents for the entire Faisalabad-Chiniot-Sargodha Road.

### **3.4 Concession**

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, design, engineer, construct, 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.

The Concession shall be granted for a period of twenty-seven (27) years, which period will not be extended.

### **3.5 Performance Guarantee**

The Private Partner shall for due and punctual performance of its obligations under the Bidding Documents, deliver to the Implementing Agency, simultaneously with the execution of the Bidding Documents, an irrevocable bank guarantee for an amount equal to PKR 500,000,000 (Pakistan Rupees Five Hundred Million) (“**Construction Performance Guarantee**”) for the construction phase of the Project and for each year of the operation and maintenance phase of the Project (“**O&M Performance Guarantee**”), acceptable to Implementing Agency of an amount equal to ten percent (10%) of the operations and maintenance cost for the relevant year of operations as set forth in the PPP Contract. Such Performance Guarantee shall be valid in accordance with the terms of the PPP Contract.

### **3.6 Financial Close**

The Private Partner shall be required at its own cost, expense and risk to make such financing arrangement as would be necessary to finance the Project and to meet the obligations under the PPP Contract in a timely manner in accordance with the PPP Rules.

### **3.7 Project Monitoring**

The Implementing Agency and the Private Partner shall jointly appoint an Independent Engineer and Independent Auditor jointly for overseeing the Private Partner’s activities including but not limited to assessing various performance metrics such as quality of the work done. The remuneration, cost and expenses of the Independent Engineer and Independent Auditor shall be borne by the Private Partner.

### **3.8 Construction, Maintenance and Operation**

The Private Partner shall be responsible to execute the work on the Project that includes:

- i. Maintenance and Operation of the Concession Assets;

## Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

- ii. Toll Operations on the Project Highway;
- iii. Dualization of the Chiniot-Sargodha Road;
- iv. Installation, upgradation and/or maintenance of weighbridges on the Faisalabad-Chiniot-Sargodha Road;
- v. Installation and maintenance of Electronic Toll and Traffic Management Systems (ETTMS) on the Faisalabad-Chiniot-Sargodha Road;
- vi. And all other obligations set-out in the PPP Contract and its Schedules.

### 3.9 Government Support and Revenue Sharing

In order to enhance the financial viability of the Project, the Implementing Agency shall offer the following supports:

- (1) **Minimum Revenue Guarantee (MRG)** – During the debt repayment period, following completion of the dualization of the Chiniot Sargodha Road, the Private Partner is required to retain a minimum risk equivalent to 10% of the Benchmark Revenue / Expected Toll Revenue. If actual revenue is less than 90% of the Benchmark Revenue/ Expected Toll Revenue in any given operating year, the aforementioned revenue shortfall shall be shared on a 50:50 basis between the Implementing Agency and the Private Partner. The Implementing Agency's share of such shortfall (constituting the MRG) shall be payable exclusively through the Debit Authority mechanism set out in sub-paragraph (2) below and the Draft PPP Contract, to the extent of any shortfall in the debt servicing obligations of the Private Partner for the relevant quarter.
- (2) **Debit Authority** – The GoPb shall issue a Debit Authority in favour of the financiers of the Project to cover no less than percentage quoted by the Bidder in its financial proposal, which figure cannot exceed 60% of the outstanding principal amount of the financing taken on as part of this project (as explained in more detail in the PPP Contract) during the debt repayment period not exceeding seven (7) years from Commercial Operations Date (in relation to the Chiniot Sargodha Road). The Debit Authority shall constitute the sole mechanism for the payment of the MRG and shall be callable only by the Financiers, to the extent of any shortfall in the debt servicing obligations of the Private Partner, subject to the overall limit of the MRG entitlement for the relevant quarter, in accordance with the quarterly mechanism set out in the Draft PPP Contract.
- (3) **Sharing of Upside Revenues:** The Private Partner shall be allowed to enjoy the toll revenues up to 5% above the Benchmark Revenue, (less Minimum Revenue Share after the Financing Termination Date, as defined in the Draft PPP Contract), *provided however* in the event the actual toll revenues during a year are greater than 105% of the Benchmark Revenue/ Expected Toll Revenues for such year, such excess toll revenues shall be shared between the Implementing Agency and the Private Partner on an 70:30 basis, where 70% of the excess toll revenues shall be payable to the Implementing Agency and 30% of the excess toll revenues shall be payable to the Private Partner.
- (4) **Price Variation Support**

During the Construction Period, the Implementing Agency shall provide a Project Variation Guarantee to mitigate the risk of price fluctuations for key inputs, specifically bitumen, cement, steel, and diesel. This support is restricted to the original two-year Construction Period and shall not be available during any unauthorized extensions.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

- (5) **MRG and Revenue Sharing** - The amount of MRG and revenue to be shared between the Private Partner and the Implementing Agency shall be determined on the basis of following Toll Revenues whichever is lower:
- a) Benchmark Revenue (the toll revenue model provided in Form 11 hereto); or
  - b) the Expected Toll Revenue (the revenue model provided by the Bidder as part of its Financial Proposal).

**3.10 Performance and Service Standards**

The Concession is strictly contingent upon the Private Partner's adherence to Operational Performance Measures (OPM) and Management Performance Measures (MPM) as detailed in Schedule H of the PPP Contract. Failure to maintain the required Level of Service (LoS) will result in standardized financial deductions ('First Day Deductions') and may, if persistent for more than six months, constitute a Private Partner Event of Default (as defined in the PPP Contract) leading to termination.

**3.11 Capital Structure and Equity Lock-in**

The Private Partner shall maintain a capital structure that adheres to the Minimum Equity Ratio as specified in the Financial Model throughout the Construction Period (as defined in the PPP Contract). No Change in Control (as defined in the PPP Contract) shall be permitted without the prior written approval of the Implementing Agency.

#### **4. BID PREPARATION AND SUBMISSION**

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##### **4.1 Single Bid**

Bidders shall be allowed to submit only one Bid, either by itself, or as a member in a consortium or JV, and shall not:

- a. have common controlling shareholders with any other Bidder (or any constituent thereof); or
- b. be a member of another Bidder; or
- c. receive or have received any direct or indirect subsidy from any other Bidder, or have provided any such subsidy to any other Bidder; or
- d. have the same legal representative for purposes of this Bid as any other Bidder; or
- e. have a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to each other's information about, or to influence the Bid of either Bidder; or
- f. have participated as a consultant to the Implementing Agency or the Authority in the preparation of any documents, design or technical specifications of the Project.

Any Bidder found in violation of these terms shall be disqualified and the Implementing Agency shall be entitled to encash the Bid Security, as the case may be.

##### **4.2 Language**

All Bids shall be submitted in English language for the ease of comprehension and comparability. Any supporting documentation or published material that is in another language must be accompanied by English translation(s). Unless specified otherwise, all currencies are to be represented as **Pakistani Rupees**.

##### **4.3 Bid Validity**

Bids shall be valid for a period of one hundred and eighty (180) days from the date of submission. In exceptional circumstances, prior to expiry of the original Bid Validity Period, the Implementing Agency may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request shall extend the validity of the Bid Security correspondingly.

##### **4.4 Bid Security**

Each Bidder shall submit a Bid Security with the Bid in the amount of PKR 200,000,000 (Pakistani Rupees Two Hundred Million) that shall remain valid for duration of the Bid. The Bid Security shall be in the form of a pay order, cash deposit receipt (CDR) or an irrevocable bank guarantee according to the specimen provided at **Form 2 (Format of Bid Security)**, issued by a SBP scheduled bank with a minimum long term credit rating of AA- according to the PACRA rating scale for financial institutions. Any Bid not accompanied by a Bid Security in the requisite amount shall be rejected by the Implementing Agency. Bid Securities of unsuccessful Bidders shall be released within one (1) month of issuance of Letter of Award.

It is further clarified that no Bid Security in the form of insurance or corporate guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of sixty (60) days after the end of the original Bid Validity Period and sixty (60) days after any extension of the Bid Validity Period

## Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

subsequently requested by the Implementing Agency in accordance with Section 4.3 (the "**Bid Security Validity Period**"). In the event the Bid Security expires prior to the Bid Security Validity Period, the Bidder shall procure an extension of the Bid Security, at thirty (30) days prior to its expiry so that it remains fully valid and effective until the Bid Security Validity Period. In event of failure by the Bidder to extend the Bid Security, at least thirty (30) days prior to its expiry, the Implementing Agency shall be entitled to draw down in full the Bid Security up to its full outstanding value.

The Implementing Agency reserves the right to appropriate the Bid Security if a Bidder withdraws the Bid during the Bid Validity Period or is found to have violated any of the fair practice clauses of this RFP or refuses to sign the PPP Contract if the Bid is accepted.

### 4.5 Bid Contents

In accordance with the stipulations of the single stage three envelope competitive bidding process, Bidders shall be required to submit a single sealed Bid containing the following three sealed proposals: Prequalification Proposal, Technical Proposal, and Financial Proposal.

#### 4.5.1 Prequalification Proposal

The Prequalification Proposal shall be made in the format provided in **Form 3 (Format of Prequalification Proposal)** and shall include all supporting documentation necessary to evaluate the proposal in accordance with the criteria described in **Section B**.

#### 4.5.2 Technical Proposal

The Technical Proposal shall contain a complete description and explanation of the Project and the methodology for design, construction, installation, financing, operations and maintenance of the Project. Additionally, the Bidder shall provide names and qualifications of key staff to be allocated to the Project and a description of any other resources that the Bidder intends to utilize for undertaking the Project. The Technical Proposal shall be prepared using the format attached in **Form 9 Format of Technical Proposal** and shall include all supporting information necessary to evaluate the proposal in accordance with the criteria described in **Section B**.

#### 4.5.3 Financial Proposal

The Financial Proposal shall be provided in the format attached as **Form 10 Format of Financial Proposal**.

**Under no circumstances shall the Implementing Agency consider a conditional Bid.**

The Financial Proposal shall also include a fully functional, non-restricted, dynamically linked financial model in Excel spreadsheet form on a USB.

### 4.6 Bid Preparation

Bidders are expected to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, weather data, availability of power, water and other utilities for construction, handling and storage of materials, applicable laws and regulations, and any other matter considered relevant to undertaking the Project.

By submitting the Bid, the Bidder shall be deemed to have:

- a. Made a complete and careful examination of this RFP and attached volumes;
- b. Received all relevant information requested from the Implementing Agency;

## Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

- c. Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and Draft PPP Contract, and performance of all of its obligations thereunder;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Implementing Agency, or a ground for termination of the PPP Contract by the Private Partner;
- e. acknowledged that it does not have a conflict of interest: and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

### 4.7 Bid Submission and Cover Letter

The Prequalification, Technical and Financial Proposals shall be signed by a duly authorized representative of the Bidder. The Prequalification Proposal shall include a Power of Attorney substantially in the format provided in **Form 4 (Format of Authorization Of Representative)** duly stamped and notarized, indicating that the person(s) signing the Bid are authorized to sign the Prequalification, Technical and Financial Proposals to the Implementing Agency on behalf of Bidder and thus that the Bid is binding upon the Bidder during the full period of its validity.

Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The Prequalification, Technical and Financial Proposals shall be placed in sealed envelope clearly marked "Prequalification Proposal", "Technical Proposal" and "Financial Proposal" separately. These three envelopes, in turn, shall be placed along with the Bid Security in a sealed outer envelope bearing the address and information indicated in this Letter of Invitation. The envelope shall be clearly marked. "*DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE*".

Bidders shall submit one original Prequalification Proposal, one original Technical Proposal and one original Financial Proposal and two (2) hard copies and one (1) soft copy of the Prequalification and Technical proposals.

The Prequalification Proposal shall include a cover letter in the format provided in **FORM 1 (FORMAT OF COVERING LETTER)**.

Bids sent through fax or email shall not be considered.

### 4.8 Bid Modification

Bidders may modify, substitute or withdraw Bids submitted before the Bid Submission Date, provided that, written notice of the modification substitution or withdrawal is received by the Implementing Agency prior to the Bid Submission Date. No Bid may be modified substituted or withdrawn on or after the Bid Submission Date.

### 4.9 Amendments to RFP

At any time prior to the Bid Submission Date, the Implementing Agency may, for any reason, whether at its own initiative or in response to a query by a Bidder, modify the RFP by the issuance of addenda. Any addendum issued hereunder shall be in writing and shall be sent to all parties that have registered with the Implementing Agency for such correspondence. In order to allow the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Implementing Agency may, at its sole discretion, extend the Bid Submission Date in a manner similar to the original public notice.

No other communications of any kind whatsoever, including, without limitation, the Response to Questions Document, shall modify the Bidding Documents.

### 4.10 Clarifications

## Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project RFP - VOLUME I

A Bidder requiring any clarification on the Bidding Documents may send a written request (or by e-mail to: [dspccwd@gmail.com](mailto:dspccwd@gmail.com)) for clarification to the Implementing Agency. Bidders may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change mode with a separate note explaining the rationale behind any suggested amendment or modification. Any such comments shall be sent by e-mail to the Implementing Agency.

Any such clarification request /comments or mark-up as specified in this Section shall be addressed before 14:00 (Pakistan time) on the Clarification / Comments Request Deadline. The Implementing Agency shall provide response to such queries as soon as possible.

Electronic copies of the response including an explanation of the query but not identification of its source (the '**Response to Questions Document**') shall be sent to all Bidders. If similar or repeated queries are made by Bidders, those queries may be listed as one query, and the Implementing Agency may respond to such query only once. The Implementing Agency reserves the right not to consider such comments or amendments of the Bidding Documents. Any substantial changes that affect the structure of Bidding Documents or the Project shall in no case be taken into consideration.

### 4.11 Obligations

By submitting a Bid, the Bidder shall be deemed to have accepted all obligations contained in the Bidding Documents.

### 4.12 Consortium or Joint Venture

Bidders may submit a Bid in a consortium or JV of two or more enterprises, provided such Bid shall be signed by all members in the consortium or JV so as to legally bind all members, jointly and severally.

The lead member of the consortium or JV shall also commit to hold a minimum equity stake equal to at least fifty-one percent (51%) of the total paid up equity capital of the Private Partner.

A duly executed Joint Venture Agreement in the manner specified in **Form 7 Format of Consortium/JV** shall be submitted with the Bid.

### 4.13 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation of Bids shall not be disclosed to any person who is not officially concerned with the Bidding Process or retained professional advisor advising the Implementing Agency in relation to, or matters arising out of, or concerning the Bidding Process. The Implementing Agency will treat all information, submitted as part of the Bid in confidence and will require all those who have access to such material to treat the same in confidence. The Implementing Agency may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Implementing Agency or as may be required by law or in connection with any legal process.

### 4.14 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers are required to observe the highest standard of ethics during the Bidding Process and during the subsistence of the PPP Contract. Notwithstanding anything to the contrary contained herein, or in the Draft PPP Contract, the Implementing Agency shall reject a Bid, or terminate the PPP Contract without being liable in any manner whatsoever to the Bidder or the Private Partner, as the case may be, if it determines that the Bidder or the Private Partner, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt, fraudulent, coercive, undesirable or restrictive practices in the Bidding Process. In such an event, the Implementing Agency shall appropriate in full the Bid Security or Performance Guarantee, as the case may be.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

The following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Implementing Agency who is or has been associated in any manner, directly or indirectly with the Bidding Process or has dealt with matters concerning the PPP Contract or arising there from, before or after the execution thereof at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Implementing Agency, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the PPP Contract, as the case may be, any person in respect of any matter relating to the Project or the PPP Contract, who at any time has been or is a legal, financial or technical advisor of the Implementing Agency in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Implementing Agency with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

**SECTION B: EVALUATION AND AWARD**

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**5. BID OPENING**

**5.1 Bid Opening and Evaluation Committee**

The Implementing Agency shall notify a Bid Opening and Evaluation Committee (**BOEC**) that shall open the Bids and analyse and evaluate the Bids according to the criteria contained in this RFP.

The BOEC shall have no obligation, responsibility, commitment, or legal liability whatsoever to any Bidder or any Bidder's collaborators arising out of or in connection with this RFP or any Bid submitted pursuant thereto or from the Bidding Process generally.

**5.2 Procedure**

The BOEC shall open the Bids, in the presence of Bidders, or their authorized representatives, who choose to attend the Bid opening on the date and time provided in **Section 1 - Letter of Invitation** of this RFP. The Bidders' representatives who are present shall sign a register to mark their attendance.

The BOEC shall examine the Bids to determine whether they are complete and responsive, whether the requisite Bid Securities have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.

Any errors or omissions in a Bid will not result in its automatic rejection. The BOEC reserves the right to ask Bidders to correct any errors or omissions in their Bids to the BOEC's satisfaction. However, under no circumstances can a Bidder amend the information quoted in **Form 10 (Format of Financial Proposal)** as a result of clarifying or rectifying a Bid.

Bidders' names, bid withdrawals (if any), the presence of the requisite Bid Security and such other details as the BOEC at its discretion, may consider appropriate, will be announced at the Bid opening.

The BOEC shall prepare detailed minutes of the Bid opening for transparency and its own record.

## 6. BID EVALUATION

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### 6.1 Responsiveness

Prior to and during evaluation of Bids, the BOEC shall determine whether each Bid is responsive to the requirements of this RFP, in accordance with the following:

- a. it is accompanied by a Bid Security in the format prescribed in **Form 2 (Format of Bid Security)**;
- b. it is duly signed, and each page is initialled by the Bidder;
- c. it is received as per the formats provided in **Section C**;
- d. it is received by the Bid Submission Date including any extension thereof;
- e. it is signed, sealed, bound together in hard cover and marked as stipulated in the above clauses;
- f. it is accompanied by the power of attorney authorizing a representative in accordance with **Form 4 Format of Authorization Of Representative**;
- g. it is accompanied by an affidavit in accordance with **Form 5 Format of Affidavit**;
- h. it is accompanied by a cover letter in accordance with **Form 1 Format of Cover Letter**;
- i. it is accompanied by a duly executed integrity pact in accordance with **Form 6 Format of Integrity Pact**;
- j. in case of a consortium or JV it is accompanied by a joint venture agreement in accordance with **Form 7 Format of Consortium or JV** and a power of attorney authorizing a lead member in accordance with **Form 8 Format of Authorization of Lead Member**;
- k. it contains all the information (complete in all respects) as requested in this RFP; and
- l. it does not contain any condition or qualification.

BOEC reserves the right to reject any Bid which is recommended by the BOEC as non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect thereof provided further BOEC may for reasons to be recorded in writing reject a speculative or unrealistic bid as non-responsive but such rejection of a bid shall not lead to the termination of the bidding process.

### 6.2 Procedure

The BOEC shall open responsive Prequalification Proposals in the presence of Bidders or their authorized representatives who choose to attend and evaluate them according to the evaluation criteria prescribed in Section 6.3.

After completion of the prequalification, the BOEC shall announce Bidders who have prequalified and open Technical Proposals of prequalified Bidders in the presence of prequalified Bidders or their authorized representatives who choose to attend. Technical and Financial Proposals submitted by Bidders that do not meet the prequalification criteria shall not be opened and shall be returned unopened after the completion of the Bidding Process. The BOEC shall evaluate Technical Proposals according to the evaluation criteria prescribed in **Section 6.4**.

After completion of the technical evaluation, the BOEC shall announce Bidders who have technically qualified and open Financial Proposals of technically qualified Bidders in the presence of technically qualified Bidders or their authorized representatives who choose to attend. Financial Proposals of Bidders that do not meet the technical evaluation criteria shall not be opened and shall be returned unopened after the completion of the Bidding Process. The BOEC shall evaluate Financial Proposals according to the evaluation criteria prescribed in **Section 6.5**.

### 6.3 Prequalification Evaluation Criteria

As a part of the basic eligibility criteria the Bidder or its JV/partner/consortium member shall be required to meet the following criteria:

**Mandatory Provisions/ Eligibility**

<b>Bidder Information</b>
<p>The Bidder must provide the information required in <b>Form 3A (Bidder Information Form)</b></p> <p><b>Relevant Form:</b> <b>Form 3A — Bidder Information Form</b></p>
<b>Registration with PEC</b>
<p>The Bidder must possess a valid PEC registration certificate in the “No Limit’ category (Attach PEC registration certificate for last 5 years) (Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation).</p> <p><i>In the event that the Bidder is a JV/Consortium, the Lead Member must possess this certificate.</i></p>
<b>Conflict of Interest</b>
<p>A Bidder shall not have conflict of interest. All Bidders found to have a conflict of interest shall be non-responsive. A Bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <ul style="list-style-type: none"> <li>(a) a contractor, supplier or consultant provides or could provide, or could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;</li> <li>(b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;</li> <li>(c) any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the procuring agency under the contract;</li> <li>(d) an official of the procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.</li> </ul> <p>(Attach an Affidavit on a stamp paper of appropriate value, attested by Notary Public, while foreign bidder's Affidavit should be attested by Pakistani Consulate in their country).</p>
<b>Blacklisting</b>
<p>The Bidder is currently not blacklisted. Blacklisting means:</p> <p>“Barring a bidder, contractor, consultant, or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/PPRA (federal or provincial)/any government, semi government or autonomous body”</p> <p><b>Relevant Form:</b> <b>Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation</b></p>

<p>(Attach Affidavit on a stamp paper of appropriate value attested by Notary Public, while foreign bidder's Affidavit should be attested by Consulate of their country).</p>
<p><b>Litigation History</b></p>
<p>All pending litigation of the Bidder shall in total be not represent more than fifty (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder. (Provide details or attach Affidavit on stamp paper of appropriate value attested by Notary Public, while foreign bidder's Affidavit should be attested by Pakistani Consulate in their country).</p> <p><b>Relevant Form:</b></p> <p><b>Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation</b></p>
<p><b>History of Non-Performing Contracts</b></p>
<p>The Bidder shall demonstrate that non-performance of a contract did not occur within the last five (5) years prior to the deadline for bid submission including information on fully settled disputes or litigation. A fully settled dispute, or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted. (Provide details or attach an Affidavit on appropriately valued stamp paper attested by Notary Public, whereas a foreign bidder's Affidavit should be attested by Pakistani Consulate in their country).</p> <p>Past performance of the Bidder may also be checked on all completed and ongoing projects in coordination with other government departments.</p> <p><b>Relevant Form:</b></p> <p><b>Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation</b></p>
<p><b>Quality Policy</b></p>
<p>The Bidder shall submit a copy of Quality Policy of the company.</p>
<p><b>Health &amp; Safety Policy</b></p>
<p>The Bidder shall submit a copy of Health &amp; Safety Policy of the company.</p>
<p><b>Financial Situation</b></p>
<p>The Bidder or the Consortium, as the case may be, shall demonstrate a minimum net worth of at least PKR 7,000,000,000 (Pakistani Rupees Seven Billion) (excluding any surplus on revaluation) as reflected in the annual audited financial statements for the last financial year.</p> <p>The Bidder or the Consortium, as the case may be, shall demonstrate an Average Annual Construction Turnover of at least PKR 7,000,000,000 (Pakistani Rupees Seven Billion) for the last 3 years.</p> <p>(Minimum average annual construction turnover as mentioned above, calculated as total certified payments received for contracts in progress or completed, within the last three (03) years. For this the Bidder shall submit Audited Financial Reports) years. (However, Re-valuation of Assets will not be accepted)</p>

<p><b>Relevant Form:</b></p> <p><b>Form 3C – Financial Situation</b></p>
<p><b>Current Contract Commitments</b></p>
<p>The Bidder shall provide details of its current contract commitments.</p> <p><b>Relevant Form:</b></p> <p><b>Form 3D – Current Contract Commitments/ Works in Progress</b></p> <p><i>In the event that the Bidder is a JV/Consortium, all members of the consortium must submit this information.</i></p>
<p><b>Work Experience</b></p>
<p>The Bidder shall demonstrate that it has undertaken similar work (one similar project, experience in construction, operations and/or maintenance of other road projects and current work commitments along with evidence of satisfactory completion from the client and satisfactory execution of the work in progress), completed in the past ten (10) years valuing at least PKR 7,000,000,000 (Pakistan Rupees seven billion) and submit completion certificate(s).</p> <p><i>In the event that the Bidder is a JV/Consortium, the Lead Member must possess more than 50% share in case of a two member JV and a minimum of 40% in the case of a multiple member JV provided that the Lead Member has the highest percentage share in the Consortium.</i></p> <p><i>In case of a project completed beyond a period of five (05) years immediately prior to the Bid Submission Date, the project value to be used for evaluation shall be determined by converting the original contract cost, as stipulated in the relevant construction contract, into United States Dollars at the PKR/USD exchange rate prevailing on the date of the award of the contract, and thereafter reconverting the resultant USD amount into Pakistani Rupees by multiplying it with USD/PKR rate of PKR 280. The Project value shall be calculated as follows:</i></p> $V_{current} = (C_{PKR} \div ER_{historical}) \times 280$ <p><i>V<sub>current</sub> Present PKR value of the project</i>  <i>C<sub>PKR</sub> Original contract cost in PKR</i>  <i>ER<sub>historical</sub> PKR/USD rate at time of contract award</i></p> <p>(Foreign firms if participating in the bidding process should strictly follow the rules stipulated in PEC by laws for participation)</p> <p><b>Relevant Form:</b></p> <p><b>Form 3E – Details of Contracts of Similar Nature and Complexity completed over the last 10- years</b></p>
<p><b>Shareholding structure of its proposed SPV</b></p>
<p><b>The expected time required to achieve Financial Close</b></p>

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

(If any Bidder fails in any one or more of the Mandatory Provision/Eligibility Criteria, its Prequalification Proposal shall be regarded as “Not Prequalified” and will not be considered for further evaluation).

**6.4 Technical Evaluation Criteria**

The Technical Proposal of only those Bidders shall be opened who qualify the Prequalification Evaluation Criteria set forth in evaluation of Section 6.3 above.

The BOEC shall attribute a technical score (TS) to responsive Technical Proposals.

Technical Proposals scoring less than 65 points shall be rejected. TS shall be calculated as follows:

**Technical Evaluation/ Qualification Criteria.**

**Weightages/Marks**

Serial No.	Criteria	Weightage/Marks
1.	Financial Soundness	30
2.	Work Experience	30
3.	Work Programme	10
4.	Work Methodology	10
5.	Key Personnel	10
6.	Plant and Equipment	10
	<b>Total</b>	<b>100</b>

**For technical qualification, a bidder must score 65 or more marks.**

<b>Financial Soundness</b>	
Criteria	Maximum Score Awarded
<p><b>Average Annual Turnover for last 3-years (as latest Audited accounts) of the Bidder or in the case of the Bidder being a JV/Consortium the aggregate of all the members of the JV Consortium</b></p> <p>For Annual Turnover of PKR 7,000,000,000 (Pakistan Rupees Seven Billion) (10 Marks)</p> <p>For each increment of PKR 100,000,000 (Pakistan Rupees One Hundred Million) (1 Mark) up to a maximum of 5 Marks</p>	<b>15 Marks</b>
<p><b>Minimum Net Worth of the Bidder or in the case of the Bidder being a JV/Consortium the aggregate of all the members of the JV Consortium</b></p> <p>For minimum net worth of PKR 7,000,000,000 (Pakistan Rupees Seven Billion) (10 Marks)</p> <p>For each increment of PKR 10,000,000 (Pakistan Rupees Ten Million) (1 Mark up to a maximum of 5 Marks)</p>	<b>15 Marks</b>

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

<b>Work Experience</b>	
<b>Criteria</b>	<b>Maximum Score Awarded</b>
<p><b>General Construction Experience</b></p> <p>Bidder or the Lead Member of the Consortium, as the case may be, shall have been in the business of construction for at least seven (07) years.</p> <p>To qualify for marks under this category, at least one (1) construction contract (in which the bidder served as either a contractor, subcontractor, or management contractor), must have been active or completed within a period of ten (10) years immediately prior to the Bid Submission Date.</p> <p>For 7 years' experience (5 Marks) For each increment of 01 years' experience (1 Mark) up to of maximum of 5 Marks</p>	<b>10 Marks</b>
<p><b>Specific Construction Experience</b></p> <p>Similar infrastructure (i.e. roads and bridges) work with cost and complexity (one similar project, experience of construction. (for one similar project value PKR 7,000,000,000 (Pakistan Rupees Seven Billion) - 15 Marks) Experience of similar PPP Projects (Design, Build, Finance, operations and maintenance) of other road projects additional marks will be granted. (Additional 5 marks)</p> <p>Current work commitments along with evidence of satisfactory completion from the client and satisfactory execution of the work in progress), completed in the past 10 years (submit completion certificate(s)).</p> <p><i>In case of a project completed beyond a period of five (05) years immediately prior to the Bid Submission Date, the project value to be used for evaluation shall be determined by converting the original contract cost, as stipulated in the relevant construction contract, into United States Dollars at the PKR/USD exchange rate prevailing on the date of the award of the contract, and thereafter reconverting the resultant USD amount into Pakistani Rupees by multiplying it with USD/PKR rate of PKR 280. The Project value shall be calculated as follows:</i></p> <p><math display="block">V_{current} = (C_{PKR} \div ER_{historical}) \times 280</math> <i>V<sub>current</sub> Present PKR value of the project C<sub>PKR</sub> Original contract cost in PKR ER<sub>historical</sub> PKR/USD rate at time of contract award</i></p>	<b>20 Marks</b>

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

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<b>Work Programme (Primavera Level 5)</b>	
<b>Criteria</b>	<b>Maximum Score Awarded</b>
Detailed and Project Specific (10 Marks) Substantially Detailed (05 Marks) Sketchy (02 Marks)	<b>10 Marks</b>

<b>Work Methodology</b>	
<b>Criteria</b>	<b>Maximum Score Awarded</b>
Detailed and Project Specific (10 Marks) Substantially Detailed (05 Marks) Sketchy (02 Marks)	<b>10 Marks</b>

<b>Key Personnel Qualification and Experience</b>	
<p>The Bidder must demonstrate that it has the personnel for key positions that meet the following requirements</p> <p>All engineers must be registered with the PEC.</p> <p>(For all engineers, Bidders are required to submit PEC registration certificate and the signed CVs of personnel be attached as per <b>Form 9B – CVs of Proposed Experts</b> provided hereunder).</p> <p>(List of Key Personnel to be attached as per <b>Form 9A – List of Key Personnel</b>).</p>	
<b>Criteria</b>	<b>Maximum Score Awarded</b>
<p><b>Transportation Engineer(s)</b> (At least 2) (BSc Civil / Transportation Engineering), Additional marks will be granted for higher qualification 20 years' experience, 10 years relevant experience) 20 or more years' experience. (2 Marks) Less than 20 but more than 15 years' experience (1.5 Marks) 15 years or less but more than 10 years' experience (1.0 Marks) 10 years or less experience Mark) (0 Mark)</p>	<b>02 Marks</b>
<p><b>Bridge and Structures Engineer(s)</b> (BSc Civil / Structural Engineering, 10 years' experience, 6 years relevant experience) 10 or more years' experience. (02 Marks) Less than 10 but more than 8 years' experience</p>	<b>02 Marks</b>



**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

Marks shall be allotted proportionately in accordance with the note hereinbelow.	

Note:

1. The marks mentioned in above table are for owned equipment.
2. Total equipment available with the bidder is to be listed along with its current mobilization on on-going projects. The Bidder shall provide further details of proposed items of equipment using the relevant Form provided hereunder.
3. The bidder must submit ownership documents for equipment owned by it.
4. Proportionate marks shall be allocated based on the quantity of the equipment owned by the bidder.
5. For Leased/Rental equipment, the bidder must submit lease/rental agreement(s).
6. For leased/rental equipment, the bidder will get 50% marks.

### 6.5 Financial Evaluation Criteria

The Financial Proposals of only those bidders shall be opened who will qualify **by scoring a minimum of 65 points, out of total 100 points**, in technical evaluation. The evaluation of the financial proposal would be computed using the following metrics:

Evaluation Factor	Max. Score
Lowest Project Cost	30 Marks
Lowest Debit Authority Amount	30 Marks
Share in Revenues	40 Marks

These criteria are further elaborated as under:

1. **Total Project Cost:** The Bidder quoting the lowest Estimated Project Cost would be awarded thirty (30) marks. The next highest bidder will see their score reduced proportionately.
2. **Debit Authority:** As part of the PPP Contract, the Implementing Agency will be required to procure a Debit Authority, issued by the Government of Punjab in favour of the financiers of Project. The Bidder quoting the lowest Debit Authority amount shall be awarded thirty (30) marks. The Bidder quoting the next Debit Authority amount would see their score reduced proportionately. However, the amount quoted cannot be more than sixty percent (60%) of the outstanding principal amount of the financing taken on as part of this project.
3. **Share in Revenues:** The Bidder quoting the highest Minimum Revenue Shared (as defined below) with the Implementing Agency shall be awarded forty (40) marks. The Bidder quoting the next highest Minimum Revenue Shared (as defined below) would see their score reduced proportionately.

**Where:**

**Minimum Revenue Shared = ‘Percentage Revenue Shared’** for each operating year X (multiplied by) “Benchmark Revenue” or the “Expected Toll Revenue” (as defined below), whichever is lower, of the Project for each operating year, discounted at the rate of ten percent (10%) after the Financing Termination Date (as defined in the Draft PPP Contract).

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Percentage Revenue Shared** shall mean the uniform percentage of total revenue offered to be shared by the Bidder with the Implementing Agency during each year starting from the date that all financing obligations have been fulfilled.

**Benchmark Revenue** shall mean the amount reflected as revenue in Form 11 hereto, which is the Implementing Agency's estimate of traffic and other variables for each operating year factoring in a ten percent (10%) annual escalation in the toll rates for the duration of debt repayment period followed by an escalation of eight percent (8%) on an annual basis after the date on which all dues to the financiers have been paid.

**Expected Toll Revenue** shall mean the amount reflected as revenue (toll and non-toll revenue) in the Bidder's Financial Model based on the Bidder's estimate of traffic and other variables for each operating year factoring in a ten percent (10%) annual escalation in the toll rates for the duration of debt repayment period followed by an escalation of eight percent (8%) on an annual basis after the date on which all dues to the financiers have been paid.

## 7. AWARD

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### 7.1 Announcement

Prior to the expiration of the Bid Validity Period, the Implementing Agency shall notify the Successful Bidder in writing that its Bid has been accepted by the Implementing Agency (the "**Notification of Award**").

The results of the Bidding Process shall be published on the official website of the Implementing Agency and the Authority within seven (7) days of the finalization of the evaluation results in accordance with the applicable laws.

### 7.2 Negotiation

The Implementing Agency may conduct contract negotiations with the selected Bidder in accordance with the provisions of the PPP Act. The negotiations shall focus on the terms and conditions not specified in this RFP and the Draft PPP Contract but no post-bid changes in the terms and conditions mentioned hereto as binding and which formed part of the Bid evaluation shall be allowed as a consequence of contract negotiations.

### 7.3 Termination of Bidding Process

The Implementing Agency reserves the right to terminate the Bidding Process at any time till such time that the PPP Contract is signed. The Implementing Agency shall, upon request of any of the Bidders, communicate to such Bidder, grounds for the cancellation of the Bidding Process, but is not required to justify such grounds.

In the event Implementing Agency terminates the Bidding Process, the Implementing Agency reserves the right to proceed with all or any part of the Project, including the use of some or all of a Bidder's ideas and concepts, based on the approach that Implementing Agency considers to be most suitable which does not exclude the involvement of one or more of the Bidder's collaborators.

### 7.4 The Implementing Agency's Right to Accept or Reject

The Implementing Agency may, in its sole discretion at any time prior to the award of the PPP Contract without incurring any liability to the affected Bidder or Bidders and without any obligation to inform the affected Bidder or Bidders of the grounds for the Implementing Agency's actions:

- (a) accept any Bid;
- (b) reject any Bid;
- (c) annul the Bidding Process and reject all Bids;
- (d) annul the Bidding Process and commence a new process; or
- (e) waive irregularities, minor informalities, or minor non-conformities which do not constitute material deviations in the submitted Bids from the Bidding Documents.

### 7.5 Failure to sign the PPP Contract

If the Successful Bidder fails to comply with the provisions of Section 7, this failure shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security and such other remedies as the Implementing Agency may take under the applicable law, and the Implementing Agency may, in its discretion, award the PPP Contract to the second ranking bidder. In such event the Implementing Agency shall notify the second ranking bidder of its election by written notice (a "**Substitute Selection Notice**"). The second ranking bidder shall, from and after the date of receipt of the substitute selection notice, assume the status of the Successful Bidder hereunder and shall meet the requirements of this Section.

## **SECTION C: BID FORMS**

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**Form 1      FORMAT OF COVERING LETTER**

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No: \_\_\_\_\_  
Date: \_\_\_\_\_

Deputy Secretary (PC)  
Communication and Works Department,  
Government of Punjab  
[Address and Telephone Number]  
The undersigned,

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Company: \_\_\_\_\_

Re: Faisalabad-Chiniot-Sargodha Road Project

**1.      DEFINITIONS**

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Bids have the meaning given to them in the document entitled 'Invitation for Bids' dated [●] (as amended and/or supplemented from time to time) (the **RFP**).

**2.      GENERAL**

We, the undersigned, acknowledge, confirm and agree that:

- A) we have carefully examined, read and understood and agreed to the terms of the Implementing Agency (including the annexes), the Bidding Documents, including the Annexes;
- B) we have satisfied ourselves that we have full and complete understanding of the nature and location of the Project and services referenced above and the general and local conditions to be encountered in the performance thereof; and
- C) we, the undersigned, offer to carry out all services and obligations of the Private Partner as defined in the PPP Contract in conformity with our Bid and the Bidding Documents.

**3.      PRICING**

We understand that you are not bound to accept the lowest Financial Proposal or any Bid you may receive.

**4.      GUARANTEES REQUIRED BY THE LENDERS AND PERFORMANCE GUARANTEE**

We declare that we will be able to provide the guarantees required by the lenders for the Project. In addition, if our Bid is accepted, we also undertake to provide the Performance Guarantee (as defined in the PPP Contract) in the form, in the amount and within the times specified in the PPP Contract.

**5.      PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENT**

We declare and confirm that our Bid satisfies and complies with the submission requirements indicated in the RFP. We also undertake that no circumstances have arisen that would materially and adversely affect our ability to satisfactorily perform the Construction, Installation Works and the Operation and Maintenance of the Project, as defined in the PPP Contract if our Bid is accepted.

**6. FIRM AND IRREVOCABLE PROPOSAL**

We agree to abide by this Bid, which consists of our Prequalification Bid the Technical Bid and Financial Proposal (each as defined in the Bidding Documents), for a period of one hundred and eighty (180) days from the Bids Submission Deadline as set forth in the Bidding Documents, and that it is irrevocable and shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

**7. FUTURE WARRANTIES**

We hereby represent and warrant that all information, data and materials of any nature whatsoever provided by us in the Bid is true and accurate and not misleading in any nature. We have made a complete and careful examination of the Invitation for Bids and have received all the relevant information from the Implementing Agency, as required for the purposes of submission of the Bid. We further warrant that we have verified and understand all the information received from the Implementing Agency in connection with the RFP.

To the extent that any provision in our Bid conflicts with the terms and conditions of the Bidding Documents, such provision is hereby withdrawn.

**8. CONFIDENTIALITY**

In connection with the transaction contemplated by the Invitation for Bids, the Bidder has been (or will be) given access to information regarding the Project, including, but not limited to, financial data, agreements, business plans, software, reports, data, records, forms and other information, as well as information regarding the Implementing Agency or provided by the Implementing Agency (all such information being referred to as "**Confidential Information**").

The Bidder hereby agrees and warrants that to the extent it receives Confidential Information, the Bidder and its affiliates, controlling and related persons and agents (collectively, the "**Recipient**"), the Recipient shall:

- (a) keep and maintain the Confidential Information strictly confidential;
- (b) disclose such Confidential Information (if at all) only to its controlling persons, its attorneys and professional advisors, and to such employees who have a reasonable need to know such Confidential Information (subject in each case to such person's agreement to make no further disclosure), or as may be required by law;
- (c) use such Confidential Information solely for the purpose of determining whether to enter into the transaction contemplated hereby; and (d) promptly upon request of the Implementing Agency disclosing Confidential Information following the abandonment of the transaction contemplated by the Invitation for Bids, return such Confidential Information (and all copies thereof) to the Implementing Agency.

**9. ADDITIONAL DOCUMENTS**

In addition to the covering letter the Bidder shall submit the information identified in the accompanying Forms to this Bid Form together with this Bid Form.

We acknowledge and agree that the Implementing Agency will not be responsible for any errors or omissions on our part in preparing this Bid, and we shall indemnify the Implementing Agency fully in connection therewith.

[signature]  
In the capacity of  
[position]  
Authorized to sign this Bid Form of  
[name of Bidder]

**Form 2      FORMAT OF BID SECURITY**

[To be stamped in accordance with the Stamp Act, 1899]

**IRREVOCABLE AND UNCONDITIONAL BID SECURITY GUARANTEE**

BANK GUARANTEE No:

DATE:

[To be inserted prior to bidding].

Dear Sir,

**Ref: Bid for dualization, operations and maintenance Faisalabad-Chiniot-Sargodha Road on Public Private Partnership basis**

**WHEREAS** [name and legal status of the Bidder] (hereinafter referred to as the “**Bidder**”) has submitted his/its bid dated \_\_\_\_\_ for granting of a Concession for the dualization, installation, operations and maintenance of the **Faisalabad-Chiniot-Sargodha Road** (hereinafter referred to as the “**Bid**”), a requirement of which is that the Bidder submit a bid security in the amount of [*Insert Amount*].

**AND WHEREAS** to satisfy the afore stated requirement, this Deed of Bid Security Guarantee (hereinafter referred to as the “**Guarantee**”) is made on this \_\_\_ day of \_\_\_\_, 2026 by [name of the bank] a banking company lawfully undertaking business in the Islamic Republic of Pakistan, having its registered office at \_\_\_\_\_ (hereinafter referred to as the “**Bank**” which expression shall, wherever the context so admit, include its executors, administrators and successors-in interest) in favour of the Communication and Works Department, Government of Punjab (**Implementing Agency**).

**NOW THEREFORE** in consideration of the Implementing Agency accepting the Bank’s obligations contained in the following paragraphs for the due discharge of the Bidder’s obligation to provide a bid security, THE BANK, by THIS GUARANTEE AGREES TO THE FOLLOWING:

1. The Bank hereby undertakes and guarantees that it shall, on the first written demand of the Implementing Agency, without any caveat, demur, protest or contest and without reference or recourse to the Bidder or any other person, organization or authority, pay the Implementing Agency on the same day of receipt of such demand, provided it is received during working hours, in clear funds, without any deduction or withholding on any account whatsoever, a sum of PKR 200,000,000 (Two Hundred Million).
2. The obligation of the Bank to the Implementing Agency to pay the sum specified in paragraph 1 above within the time and in the manner specified therein shall be that of principal debtor in the first instance without Implementing Agency proceeding against the Bidder and notwithstanding any security or other guarantee Implementing Agency may have in relation to the Bidder’s liabilities.
3. Any demand specified in paragraph 1 above, made by Implementing Agency on the Bank, will be conclusive and binding between the Implementing Agency and the Bank notwithstanding any dispute or difference between the Implementing Agency and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other judicial, quasi-judicial or other authority. The Bank hereby affirms that it shall pay the Implementing Agency the amount specified in paragraph 1 above within the time and in the manner specified therein, without the Implementing Agency needing to prove or show grounds or reasons for the Implementing Agency’s demand.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

4. Any payments made to the Implementing Agency shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
5. The Bank hereby waives, to the fullest extent possible by law, any defense whether in law or equity, that may be raised to prevent or delay the Implementing Agency from making a demand specified in paragraph 1 above or being paid the sum specified therein.
6. The Implementing Agency shall be at liberty, without affecting the Bank's obligations to the Implementing Agency contained in this Guarantee, to postpone for any time or from time to time, the enforcement of any rights accruing to the Implementing Agency against the Bank or the Bidder and to enforce the same at any time and in any manner and to enforce or forbear to enforce any remedies available to the Implementing Agency against the Bank or the Bidder. The Bank accepts that it shall not be released of its obligations to the Implementing Agency contained in this Guarantee by any exercise by the Implementing Agency of its liberty in relation to the aforesaid matters or any of them or by time or other indulgence including the granting of any waiver to either the Bank or the Bidder or by any variation in this Guarantee or by any other act or omission whatsoever which, under law or equity, but for this provision would have the effect of releasing the Bank of its obligations under this Guarantee notwithstanding that any such postponement, forbearance, extension of time or other indulgence, waiver, variation or any other thing was granted, made, given or happened without the consent or knowledge of the Bank.
7. The Bank hereby undertakes not to revoke this Guarantee during its currency without the prior written approval of the Implementing Agency and agrees that the obligations of the Bank under this Guarantee are continuous obligations and shall remain in full force and effect and be enforceable against the Bank notwithstanding any change in the constitution, legal status or organization of the Bank, the Bidder or the Implementing Agency until all dues of the Implementing Agency under or by virtue of this Guarantee have been paid by the Bank in full or until the Implementing Agency discharges this Guarantee in writing.
8. The Bank hereby affirms that it has the power and authority under its Memorandum and Articles of Association and all necessary consents and authorizations, including without limitation, those required from its board of directors, regulator or other relevant governmental body, to enter into, execute, deliver and perform the Bank's obligations under this Guarantee in favour of the Implementing Agency and that the signatory(ies) hereto has/have the capacity and power to sign and bind the Bank to the Bank's obligations contained herein under [Power of Attorney/Board Resolution] dated \_\_\_\_\_.
9. The Bank hereby confirms that notwithstanding any dispute which may arise with regard to this Guarantee or otherwise upon receiving the demand in writing as specified herein it shall pay the demanded amount without any objection;
10. Notwithstanding anything contained in paragraphs 1 to 8 above, the Bank's liability to the Implementing Agency under this Guarantee is restricted to and shall remain in force up to and including \_\_ day of \_\_\_\_\_ and shall be extended for such period as may be desired by the Private Partner.
11. The Bank's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Bank's assent or otherwise, if any act or omission, or any circumstance or events which would otherwise discharge, impact or

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

otherwise affect any of the Bank's obligations contained in this Guarantee.

12. No set off, counterclaim or reduction or diminution of any obligation that the Bank has or may have against the Implementing Agency shall be available to it against the Implementing Agency in connection with any of its obligations to the Implementing Agency under this Guarantee.
13. The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further, that the signatories to this Guarantee are the Bank's duly authorized officers.
14. This Guarantee is limited to the sum of *(Insert Amount)* and shall be valid up till \_\_\_\_\_.
15. This Guarantee shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

IN WITNESS WHEREOF the Bank, through duly and lawfully authorized representative(s), has executed this Guarantee on the date first written above in the presence of the witnesses mentioned below.

Signature of Authorized Signatory \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESSES:**

1. Signature of witness - 1 \_\_\_\_\_

2. Name and Title of witness \_\_\_\_\_

3. Address: \_\_\_\_\_

4. CNIC \_\_\_\_\_

1. Signature of witness - 2 \_\_\_\_\_

2. Name and Title of witness \_\_\_\_\_

3. Address: \_\_\_\_\_

4. CNIC \_\_\_\_\_

**Form 3      FORMAT OF PREQUALIFICATION PROPOSAL**

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**FORM 3A  
BIDDER INFORMATION FORM**

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**Company Profile**

All individual firms and each partner of a joint venture submitting bid are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each member)
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)
3.	Head Office address:
4.	Telephone : Fax Number: E-mail address:
5.	Place of Incorporation/Registration:  Year of Incorporation/Registration:
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:
7.	NATIONALITY OF OWNERS
	Name: <input type="text"/> Country: <input type="text"/>

**FORM 3B**  
**HISTORICAL CONTRACT NON-PERFORMANCE, BLACKLISTING AND PENDING LITIGATION**

*Each Bidder or each member of a JV must fill in this form*

Non-Performing Contracts			
<input type="checkbox"/> <b>Contract non-performance did not occur</b> within the last five (5) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (An affidavit to be provided on a stamp paper of appropriate value attested by Notary Public)			
<input type="checkbox"/> <b>Contract non-performance during the stipulated period:</b>			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

Black Listing
<input type="checkbox"/> <b>Bidder shall not be blacklisted by government/semi government/autonomous/private organizations (an affidavit to be provided on a stamp paper of appropriate value attested by Notary Public)</b>

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

Pending Litigation			
<p><input type="checkbox"/> <b>No pending litigation</b> (A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted) <b>(An affidavit to be provided on a stamp paper of appropriate value attested by Notary Public)</b></p> <p><input type="checkbox"/> <b>Pending litigation</b> (All pending litigation shall in total not represent more than <b>50%</b> of the Bidder's net worth and shall be treated as resolved against the Bidder)</p>			
Year	Outcome as Percent of Total Assets	Outcome as Percent of Total Assets	Total Contract Amount (PKR)
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	

**FORM 3C**  
**FINANCIAL SITUATION**

*Each Bidder or each member of a JV must fill in this form*

**Financial Data for Previous three (03) Years**

**Information from Audited Financial Statements**

	Year [●]	Year [●]	Year [●]
<b>Total Assets</b>			
<b>Total Liabilities</b>			
<b>Net worth</b>			
<b>Average Annual Construction Turnover</b>			
<b>Profits After Taxes</b>			

- Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three years, as indicated above, complying with the following conditions.
- All such documents reflect the financial situation of the Bidder or partner to a JV, and not sister or parent companies.
  - Historic financial statements must be audited by a certified accountant.
  - Historic financial statements must be complete, including all notes to the financial statements.
  - Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - NTN certificate must be attached.
  - Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country.

**FORM 3D  
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

---

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Current Contract Commitments</b>					
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact Address, Tel, Fax</b>	<b>Value of Outstanding Work [PKR]</b>	<b>Estimated Completion Date</b>	<b>Average Monthly Invoicing Over Last twelve (12) Months [PKR/month]</b>
1					
2					
3					
4					
5					

**FORM 3E**

**DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER THE  
LAST TEN (10) YEARS**

<b>Sr. No.</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>...</b>	<b>10</b>
<b>NAME OF CONTRACTOR:</b>					
<b>COUNTRY:</b>					
<b>NAME OF PROCURING AGENCY WITH ADDRESS, TELE, FAX:</b>					
<b>NATURE OF WORKS AND SPECIAL FEATURES RELEVANT TO THE CONTRACT FOR WHICH APPLIED:</b>					
<b>CONTRACT ROLE (MENTION: SOLE, SUB CONTRACTOR OR PARTNER IN A JOINT VENTURE):</b>					
<b>VALUE OF THE TOTAL CONTRACT IN PAK/RS:</b>					
<b>DATE OF AWARD:</b>					
<b>DATE OF COMPLETION:</b>					

**Form 4      FORMAT OF AUTHORIZATION OF REPRESENTATIVE**

---

[To be stamped in accordance with the Stamp Act, 1899]

**POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ name and residential address) who is presently employed with \_\_\_\_\_ and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project envisaging the engineering, construction, installation, operations and maintenance **of the Faisalabad-Chiniot-Sargodha Road, Punjab, Pakistan** in Punjab in public private partnership (PPP) mode (“**the Project**”), including signing and submission of all documents and providing information / responses to the Communication and Works Department, Government of Punjab (**Implementing Agency**), representing us in all matters before the Implementing Agency, and generally dealing with Implementing Agency in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Authorized Attorney \_\_\_\_\_

Name and Title of Attorney: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Note:** To be executed by all members in case of a consortium or JV. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Form 5      FORMAT OF AFFIDAVIT**

---

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

[●]  
[●]  
[Address]

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this letter [*name of Bidder/lead member of consortium/JV*], and each member of our consortium/JV (if applicable):

- a. is not in bankruptcy or liquidation proceedings;
- b. is not blacklisted by any governmental or non/governmental department/agency;
- c. has not been convicted of, fraud, corruption, collusion or money laundering; and
- d. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the PPP Contract.

We have also attached proof of registration of each member, if applicable, from the relevant statutory authority.

Yours sincerely,

Signature of Authorized Signatory \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

**Form 6      FORMAT OF INTEGRITY PACT**

---

[To be stamped in accordance with the Stamp Act, 1899]

**DECLARATION OF FEES, COMMISSIONS AND BROKERAGE, ETC. PAYABLE BY THE  
PRIVATE PARTNER OF GOODS, SERVICES & WORKS**

[Insert Name of the Private Partner] (the “**Private Partner**”) hereby declares its intention not to obtain or induce the procurement of any contract, right, interest, privilege or other obligation or benefit through any corrupt business practice from the Government of Pakistan, the Government of Punjab, any local government, any administrative subdivision or agency of any of the foregoing or any other entity owned or controlled by any of the foregoing (each a “**Government Agency**”).

Without limiting the generality of the foregoing, the Private Partner represents, warrants and covenants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including the Private Partner’s affiliates, agents, associates, brokers, consultants, directors, promoters, shareholders, sponsors or subsidiaries, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from any Government Agency, except that which has been expressly declared pursuant by the Private Partner beforehand.

The Private Partner certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to any transaction with any Government Agency and has not taken any action or will not take any action to circumvent the above declaration, representation, or warranty or covenant.

The Private Partner accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation, warranty and covenant. The Private Partner agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to any Government Agency under any law, contract or other instrument, be voidable at the option of the relevant Government Agency and/or the Government of Punjab.

Notwithstanding any rights and remedies exercised by any Government Agency in this regard, the Private Partner agrees to indemnify the relevant Government Agency and the Government of Punjab and the Communication and Works Department, Government of Punjab for any loss or damage incurred by it on account of the Private Partner’s corrupt business practices and further to pay compensation to the relevant Government Agency and /or the Government of Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Private Partner as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from any Government Agency.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

For and on behalf of the Private Partner:

Signature of Authorized Signatory: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

Witness 1:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
CNIC/Passport No.: \_\_\_\_\_

Witness 2:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
CNIC/Passport No.: \_\_\_\_\_

**Form 7      FORMAT OF CONSORTIUM OR JV**

---

[To be stamped in accordance with the Stamp Act, 1899]

**JOINT VENTURE AGREEMENT**

---

**THIS JOINT VENTURE AGREEMENT** (this “**Agreement**”) is made and entered into at Lahore, Pakistan on this **[insert date], 2026** (the “**Signing Date**”) by and between:

1. **[INSERT NAME]** (“**PARTY A**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE FIRST PART;**

**AND**

2. **[INSERT NAME]** (“**PARTY B**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE SECOND PART;**

**AND**

3. **[INSERT NAME]** (“**PARTY C**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE THIRD PART;**

**AND**

4. **[INSERT NAME]** (“**PARTY D**”, which expression shall, where the context so permits, include its successors-in-interest and permitted assigns) **OF THE FOURTH PART.**

(Party A, Party B, Party C and Party D shall hereinafter individually be referred to as the “**Member**” and collectively as the “**Members**”)

**RECITALS**

---

WHEREAS:

- A. Communication and Works Department, Government of Punjab (the “**Client**”) has invited through [insert name of invitation document] published in daily the [insert newspaper] dated [insert date] to submit proposal for engineering, construction, installation, operations and maintenance of the **Faisalabad-Chiniot-Sargodha Road, Punjab, Pakistan** in the country of Pakistan in public private partnership (PPP) mode (the “**Project**”);
- B. the Members hereby intend to join hands to form an unincorporated association for the sole purpose of preparation and submission of joint Proposal as required to be submitted to the Client for undertaking the Project. In case of acceptance of the Proposal by the Client, the Members shall undertake the Project as shall be agreed through this Agreement and the public private partnership agreement (the “**Contract**”) to be entered between the Client and the special purpose vehicle established by the Joint Venture (the “**Private Partner**”).

NOW, THEREFORE, the Members confirm their understanding as follows:

**1. DEFINITIONS AND INTERPRETATION**

---

**1.1 DEFINITIONS**

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

“**Association**” means the understanding formed between the Members in accordance with this MOU;

“**Client**” means the Communication and Works Department, Government of Punjab, the company named as client in the Consortium/Joint Venture Agreement and none other, except its legal successors and permitted assigns;

“**Contract**” means, in case the Proposal of the Consortium/Joint Venture is successful, the Contract to be entered into between the Client and the Special Purpose Company created by the Consortium/Joint Venture for the provisions of services for the Project;

“**Invitation**” means the invitation of the Client to submit a proposal for the provision of services for the Project;

In case of Consortium Agreement:

“**Consortium**” means the consortium to be formed between the Members for the purposes of the execution of the Project;

“**Consortium Agreement**” means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;

In case of Joint Venture Agreement:

“**Joint Venture**” means the Joint Venture to be formed between the Members for the Project;

**“Joint Venture Agreement”** means the formal agreement to be entered between the Members;

**“Proposal”** means the proposal to be prepared and submitted by the Members in response to the Invitation by the Client;

**“Development Activities”** means the all activities required to complete the Project including procuring, constructing and any other activity relating to the same;

**“Representative”** means the person nominated by the Member(s) of the Consortium/Joint Venture through Power of Attorney to sign the Proposal. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Proposal.

**“Lead Member”** means the Member which will take the lead in the management of the Association’s affairs under this MOU and which will provide the Association’s Representative for liaison with the Client.

## **1.2 INTERPRETATION**

- 1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 1.2.2 The headings in this Agreement shall not be taken into consideration in its interpretation. Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the conditions and terms of this Agreement and not to those in any other document attached or incorporated by them.

## **2. ASSOCIATION AND UNDERSTANDING**

---

- 2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:
- (a) preparing and submitting the Proposal to the Client;
  - (b) providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
  - (c) entering into the Contract through the Private Partner; and
  - (d) performing all the Development Activities to be undertaken for the Project by the Joint Venture through the Private Partner under this Agreement.
- 2.2 The Members hereby appoint Party A as the Lead Member and, pursuant to Clause 3.2, the representative of the Association.

The Lead Member commits to hold a minimum equity stake equal to at least [fifty-one percent (51%) of the total paid up equity capital of the Private Partner, subject to the terms of the PPP Contract.

- 2.3 The participating interests of each Member and its role(s) shall be as follows:

Member	Participating Interest (%)	Role(s)
Lead Member		[insert details]
Party A		[insert details]
Party B		[insert details]
Party C		[insert details]

### **3. PROPOSAL SUBMISSION**

---

- 3.1 Prior to the execution of this Agreement, each of the Members shall grant a power of attorney in favour of a person nominated by it as its Representative. Under the power of attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and this Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this Agreement.
- 3.2 The Representative of the Lead Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Development Activities to be performed.

### **4. LANGUAGE AND LAW**

---

- 4.1 This Agreement shall be written and interpreted in English Language and the law which is to be applied to this Agreement shall be the law of Islamic Republic of Pakistan.

### **5. ASSIGNMENT AND THIRD PARTY**

---

- 5.1 No Member shall assign, sell, transfer or in any way encumber its interest under this Agreement, or its interests in any sums payable by the Client, without first obtaining the consent in writing of other Member.

### **6. SEVERABILITY**

---

- 6.1 If any part of the provisions of this Agreement is found in any way to be void or not applicable, such part of the provisions shall be deemed to be deleted and remainder provisions of this Agreement shall continue in force and effect.

### **7. MEMBER IN DEFAULT**

---

- 7.1 In the event of insolvency of a Member, the other Members are hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of this Agreement and the PPP Contract.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**8. LIABILITY**

---

- 8.1 All Members shall be jointly and severally liable for all obligations and responsibilities under this Agreement, the PPP Contract and all ancillary documents.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**SIGNATURE PAGES**

---

**IN WITNESS WHEREOF** the Parties have executed this Agreement through their attorney/authorized representatives in two (2) originals on the Signing Date.

**AS PARTY A**

---

For and on behalf [*INSERT NAME*] through  
its authorized signatory }

SIGNATURE

Name:  
Designation:  
CNIC No.:

\_\_\_\_\_

in the presence of:  
signature of **WITNESSES**

SIGNATURE

1. Name:  
Address:  
CNIC or Passport No.:
2. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

\_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**AS PARTY B**

---

For and on behalf [*INSERT NAME*],  
through its authorized signatory

}

SIGNATURE

Name:

Designation:

CNIC or Passport No.:

\_\_\_\_\_

in the presence of:

signature of **WITNESSES**

SIGNATURE

1. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

2. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**AS PARTY C**

---

For and on behalf [*INSERT NAME*],  
through its authorized signatory

}

SIGNATURE

Name:  
Designation:  
CNIC or Passport No.:

\_\_\_\_\_

in the presence of:  
signature of **WITNESSES**

SIGNATURE

1. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

2. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**AS PARTY D**

---

For and on behalf [*INSERT NAME*],  
through its authorized signatory

}

SIGNATURE

Name:  
Designation:  
CNIC or Passport No.:

\_\_\_\_\_

in the presence of:  
signature of **WITNESSES**

SIGNATURE

1. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

2. Name:  
Address:  
CNIC or Passport No.:

\_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Form 8      FORMAT OF AUTHORIZATION OF LEAD MEMBER**

---

[To be stamped in accordance with the Stamp Act, 1899]

**POWER OF ATTORNEY**

**WHEREAS**, the Communication and Works Department, Government of Punjab (the **Implementing Agency**) has invited proposals from interested parties for the engineering, construction, installation, operations and maintenance **of the Faisalabad-Chiniot-Sargodha Road, Punjab, Pakistan** in Punjab Pakistan in public private partnership (PPP) mode (**“the Project”**). Whereas, the members of the [consortium/JV] named \_\_\_\_\_ are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal Document, Draft PPP Contract and other attached volumes in respect of the Project.

**AND WHEREAS**, it is necessary under the RFP for the members of the [consortium/JV] to designate one of them as the lead member with all necessary power and authority to do for and on behalf of the [consortium/JV], all acts, deeds and things as may be necessary in connection with the [consortium/JV's] bid for the Project

**NOW THIS POWER OF ATTORNEY WITNESSETH THAT** we, M/s \_\_\_\_\_ M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names and addresses of the registered office) do hereby designate M/s \_\_\_\_\_ being one of the members of the [consortium/JV], as the Lead Member of the [consortium/JV], to do on behalf of the [consortium/JV], all or any of the acts, deeds or things necessary or incidental to the [consortium/JV's] bid for the Project, including submission of application / proposal, participating in conferences, responding to queries, submission of information / documents and generally to represent the [consortium/JV] in all its dealings with the Implementing Agency, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents with the Implementing Agency as mandated by the RFP. We hereby agree to ratify all acts, deeds and things lawfully done by the Lead Member pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by the [consortium/JV].

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 202\_\_

(Executants)

Signature of Authorized Attorney \_\_\_\_\_  
Name and Title of Attorney: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

(To be executed by all the members of the consortium or JV, using the terminology that is applicable to the arrangement)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any,

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

lay down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Form 9      FORMAT OF TECHNICAL PROPOSAL**

---

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

[•]

Communication and Works Department, Government of Punjab

[Address]

(the **Implementing Agency**)

**Subject: Technical Proposal –Faisalabad-Chiniot-Sargodha Road Project, Punjab, Pakistan**

Dear Sir,

We, *[insert name of Bidder]* hereby submit our Technical Proposal in response to your Request for Proposal (RFP) dated *[-]* issued for the above-cited project (“**the Project**”). We hereby unconditionally offer to undertake and complete the Project through performance of all works and services in accordance with the Draft PPP Contract.

We understand and accept that the Implementing Agency may require us under the applicable laws to clarify or modify our Technical Proposal in conformity with its requirements leading to finalization of terms of services.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification/rejection of bid.

We undertake to initiate work on the Project, in the event of acceptance of our proposal, in accordance with the PPP Contract to be signed between the parties.

Yours sincerely

Signature of Authorized Signatory

Name and Title of Signatory:

Name of Firm:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**INFORMATION TO BE ENCLOSED IN TECHNICAL PROPOSAL**

---

The Technical Proposal shall provide information on how the Bidder intends to approach the engineering, construction, installation, operations and maintenance of the Faisalabad-Chiniot-Sargodha Road, Punjab, Pakistan.

The Technical Proposal should have two sections: (i) work plan and methodology; and (ii) competence and qualification of core team members for this specific project as set out in the RFP.

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**FORM 9A  
LIST OF KEY PERSONNEL**

---

Bidder should provide the names of suitably qualified personnel to meet the specified requirements stated in Evaluation and Qualification Criteria

<b>SR. NO.</b>	<b>TITLE OF POSITION</b>	<b>NAME</b>
<b>1</b>		
<b>2</b>		
<b>3</b>		
<b>4</b>		
<b>5</b>		

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**FORM 9B  
CURRICULUM VITAE (CV) FOR PROPOSED EXPERTS**

---

1. Proposed Position: \_\_\_\_\_
2. Name of Expert \_\_\_\_\_
3. Name of Firm: \_\_\_\_\_
4. Current Residential address: \_\_\_\_\_
5. Telephone No: \_\_\_\_\_
6. Fax No: \_\_\_\_\_
7. E-Mail Address: \_\_\_\_\_
8. Date of Birth: \_\_\_\_\_ Citizenship: \_\_\_\_\_
9. Qualification: \_\_\_\_\_
10. Work Experience: Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

FROM	TO	COMPANY/PROJECT/POSITION/RELEVANT TECHNICAL AND MANAGEMENT EXPERIENCE

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\*I certify that I have been informed by the Bidder that it is including my CV in the Proposal for the [insert name of project and contract]. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.

Signature of the Candidate:  
Place:  
Date:

*\*If the undersigned is not a present employee of the Bidder, then this paragraph is to form part of the CV;*

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**FORM 9C  
PLANT & EQUIPMENT**

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned/ leased/ rented listed Evaluation and Qualification Criteria.

The following are the details of the key equipment:

Item No.	Name of Machinery	CAPACITY	No. Req
1	Front End Loader 1.5m3	1.5M <sup>3</sup>	4
2	Dumper	18TON	28
3	Grader 140 HP	140 HP	4
4	Front End Loader	2.5 M <sup>3</sup>	3
5	Combination Roller	10-12 T	9
6	Water Tanker Bowser Type	12000 LTR	11
7	Water Tank Tow Type inc Tractor	4000 Ltr	8
8	Grader 165 HP	165 HP	4
9	Roller	18 Ton	4
10	Static Tandem Roller	12Ton	13
11	Bull Dozer	200 HP	1
12	Bitumen Dist TOW type	2000 Ltr	2
13	Front End Loader	3M <sup>3</sup>	3
14	Tandem Vibratory Roller	10-12 Ton	5
15	PTR 9 wheeler	21 Ton	4
16	Asphalt Plant	80Ton	3
17	Asphalt Paver (4m wide)	-	3
18	PTR	18 Ton	3
19	Tractor	50HP	1
20	Tandem Roller	8Ton	1
21	Dumper	10Ton	4
22	Concrete Batching Plant	30M <sup>3</sup> / hr	2
23	Concrete Transit Mixer	6M <sup>3</sup>	10
24	Concrete Pump	-	2
25	Concrete Static Mixer	-	1
26	Excavator Track type	100HP	1
27	Bull Dozer	120 HP	1
28	Girder Launcher	-	1

Please fill out the following table accordingly:

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**A. Equipment Capabilities (owned by the contractor/firm)**

<b>SR. NO</b>	<b>NAME OF EQUIPMENT</b>	<b>NAME OF MANUFACTURER</b>	<b>MODEL AND POWER RATING</b>	<b>CAPACITY</b>	<b>YEAR OF MANUFACTURE</b>	<b>CURRENT LOCATION</b>
1						
2						
3						
4						
5						
6						

Note: Provide copies of ownership of equipment.

**B. Equipment Capabilities (leased/rented by the contractor/firm)**

<b>SR. NO</b>	<b>NAME OF EQUIPMENT</b>	<b>MENTION WHETHER LEASED OR RENTED</b>	<b>NAME OF OWNER</b>	<b>ADDRESS OF OWNER</b>	<b>CONTACT NAME AND TITLE WITH TELEPHONE FAX &amp; EMAIL OF THE OWNER</b>	<b>AGREEMENTS DETAILS OF RENTAL/ LEASE/ MANUFACTURE AGREEMENTS SPECIFIC TO THE PROJECT</b>
1						
2						
3						
4						
5						
6						

Note: Provide copies of Lease Agreement/ Rent Agreement

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Form 10    FORMAT OF FINANCIAL PROPOSAL**

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

[Name of Contact Person]  
Communication and Works Department,  
Government of Punjab  
[Address and Telephone Number]  
(the **Implementing Agency**)

We, [*insert name of Bidder*] hereby submit our Financial Proposal in response to your Request for Proposal dated [-].

Based on the terms and conditions of this RFP dated [●], we submit the following proposal:

<b>Item</b>	<b>Amount</b>
Total Project Cost (PKR)	
Debit Authority Amount (PKR)	
Minimum Revenue Shared (PKR)	

We affirm that (i) the information submitted as part of our Bid is complete and accurate and (ii) we accept the documents, terms and conditions of the RFP and Draft PPP Contract and are bound to undertake this Project in accordance with this RFP and Draft PPP Contract.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Bid, i.e. one hundred and eighty (180) days.

Signature of Authorized Signatory \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**SUMMARY OF FINANCIAL MODEL (Form 10a)**

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**1. Key Financial Indicators**

<b>Year (after Project completion)</b>	<b>1</b>	<b>2</b>	<b>...</b>	<b>25</b>
Revenue				
Debt – Principal Payment				
Debt - Interest				
Operations and Maintenance costs				
Taxes				
Expected revenue to be shared with GoPb				
Expected Dividends				

**2. Project Cost Breakup**

<b>Item</b>	<b>Total</b>
Construction cost including taxes	In PKR
Installation cost including taxes	In PKR
Engineering/design costs	In PKR
Interest During Construction cost	In PKR
Insurance Cost (PKR)	In PKR
Other project costs	In PKR
<i>Total cost before contingency</i>	In PKR
Contingency	In PKR
<b>Estimated Project Cost</b>	<b>In PKR</b>

Note: please provide a detailed Bill of Quantities (BOQ) through which the Bidder has arrived at the aforementioned Project Costs. This BOQ should, among other items, include the proposed costs of cement, steel, bitumen and diesel as at the time of the Bid Submission Date.

**3. Capital Structure**

<b>Total Project Cost</b>		
Equity (min 30%)	In %	In PKR
Debt	In %	In PKR

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**4. Debt Assumptions**

<b>Interest Rate</b>	
Base rate ( <i>Reference: _____ e.g. KIBOR</i> )	In %
Margin on base rate	In %

**5. Return**

Equity IRR %	In %
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Signature of Authorized Signatory \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

**Form 11 BENCHMARK REVENUE**

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<b>FY Year</b>	<b>Quarter</b>	<b>PKR</b>
2028	1	1,122,807,608
2028	2	1,122,807,608
2028	3	1,122,807,608
2028	4	1,122,807,608
2029	5	1,262,555,988
2029	6	1,262,555,988
2029	7	1,262,555,988
2029	8	1,262,555,988
2030	9	1,413,736,231
2030	10	1,413,736,231
2030	11	1,413,736,231
2030	12	1,413,736,231
2031	13	1,594,967,656
2031	14	1,594,967,656
2031	15	1,594,967,656
2031	16	1,594,967,656
2032	17	1,797,172,930
2032	18	1,797,172,930
2032	19	1,797,172,930
2032	20	1,797,172,930
2033	21	2,018,793,694
2033	22	2,018,793,694
2033	23	2,018,793,694
2033	24	2,018,793,694
2034	25	2,240,213,388
2034	26	2,240,213,388
2034	27	2,240,213,388
2034	28	2,240,213,388
2035	29	2,489,385,050
2035	30	2,489,385,050
2035	31	2,489,385,050
2035	32	2,489,385,050
2036	33	2,762,770,923

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

2036	34	2,762,770,923
2036	35	2,762,770,923
2036	36	2,762,770,923
2037	37	3,045,419,919
2037	38	3,045,419,919
2037	39	3,045,419,919
2037	40	3,045,419,919
2038	41	3,268,419,000
2038	42	3,268,419,000
2038	43	3,268,419,000
2038	44	3,268,419,000
2039	45	3,517,926,056
2039	46	3,517,926,056
2039	47	3,517,926,056
2039	48	3,517,926,056
2040	49	3,791,028,008
2040	50	3,791,028,008
2040	51	3,791,028,008
2040	52	3,791,028,008
2041	53	4,073,110,269
2041	54	4,073,110,269
2041	55	4,073,110,269
2041	56	4,073,110,269
2042	57	4,389,867,044
2042	58	4,389,867,044
2042	59	4,389,867,044
2042	60	4,389,867,044
2043	61	4,735,867,275
2043	62	4,735,867,275
2043	63	4,735,867,275
2043	64	4,735,867,275
2044	65	5,113,667,333
2044	66	5,113,667,333
2044	67	5,113,667,333
2044	68	5,113,667,333
2045	69	5,515,767,713
2045	70	5,515,767,713
2045	71	5,515,767,713
2045	72	5,515,767,713
2046	73	5,960,020,263

**Invitation for Bids for Faisalabad-Chiniot-Sargodha Road Project  
RFP - VOLUME I**

2046	74	5,960,020,263
2046	75	5,960,020,263
2046	76	5,960,020,263
2047	77	6,454,106,881
2047	78	6,454,106,881
2047	79	6,454,106,881
2047	80	6,454,106,881
2048	81	7,004,188,943
2048	82	7,004,188,943
2048	83	7,004,188,943
2048	84	7,004,188,943
2049	85	7,562,979,925
2049	86	7,562,979,925
2049	87	7,562,979,925
2049	88	7,562,979,925
2050	89	8,197,180,981
2050	90	8,197,180,981
2050	91	8,197,180,981
2050	92	8,197,180,981
2051	93	8,903,216,113
2051	94	8,903,216,113
2051	95	8,903,216,113
2051	96	8,903,216,113
2052	97	9,686,217,578
2052	98	9,686,217,578
2052	99	9,686,217,578
2052	100	9,686,217,578