

No.SOPC(C&W)5-17/2026(PPP)(General)
GOVERNMENT OF THE PUNJAB
COMMUNICATION AND WORKS DEPARTMENT
Dated Lahore the 30th January, 2026

To

The All Participants

Subject: **MINUTES OF 1ST PRE-BID MEETING OF MANAGEMENT CONTRACTS
IN ROAD SECTOR UNDER PPP MODE (09-NO. ROADS).**

I am directed to enclose herewith a copy of minutes / replies of Bidder's Queries of 1st Pre-Bid meeting of Management Contracts in road sector under PPP mode (09-No. roads), held on 29.12.2025, for information and further necessary action (if any).

D.A / as above.


(RIFFAT HINA)
Section Officer (PC)

C.C

- i. Chief Executive Officer (CEO), Punjab Financial Advisory Service (PFAS), Lahore along with copy of above said minutes.
- ii. AS (Tech-III), CWD.
- iii. Director PPP, Punjab Special Initiatives Department, Lahore along with copy of above said minutes.
- iv. Mr. Nayyar Saeed, Consultant for PPPs in C&W Department, Near o/o Superintending Engineer, Highways Circle, Lahore along with copy of above said minutes.

**REPLIES OF QUERIES PRE-BID MEETING HELD ON
29.12.2025 ON
OPERATION AND MAINTENANCE OF ROADS
ON PPP MODE
IN PUNJAB UNDER C&W DEPARTMENT**

BIDDER'S QUERIES / OBSERVATIONS ON RFP DOCUMENTS

SHAJAR ROADS LTD.

Sr No.	Queries	Reply
1	<p>Definition of Project Limits The Start and End Points (chainages) of the project road sections have not been clearly identified in the RFP documents. Kindly clarify the exact limits of each road section to avoid ambiguity during bid preparation and financial modeling.</p>	Please refer to Annexure-A attached with the minutes of meeting.
2	<p>Clarity on R.O.W, Land Acquisition & Road Safety Clarification is required on availability of state land where construction of Toll Plazas and Weigh Stations is purposed, along with safety concerns on the Raiwind – Changa Manga Road due to the adjacent railway line.</p> <p>Recognizance Survey Details of present condition of Road authenticated by field office is required</p>	Please refer to Annexure-A attached with the minutes of meeting.
3	<p>(i) Historical Road Condition Data Historical data of the road with respect to International Roughness Index (IRI) and Condition Performance Index (CPI) is not provided. This information is critical for accurate assessment of existing pavement condition and estimation of maintenance requirements.</p> <p>(ii) Certification that roads do not exist in flood prone areas.</p>	<p>It is assumed that prospective bidders will have their own cognizance visit and assess the CPI and IRI. However, on a specific request for a specific road CPI or IRI will be provided.</p> <p>Bidders are to satisfy themselves regarding flooding potential by themselves. However, except for one group falling in Narowal no road falls in flood prone area.</p>
4	<p>Details of existing Structures and Utilities No details have been provided regarding existing structures such as bridges, culverts, passes, or utility services (water, sewerage, gas, electricity, telecom) along the project corridor. Information on inventory of existing assets (Road furniture etc) through the</p>	<p>Inventory handing over will be done at the handover of project site stage.</p> <p>Respective XEN will hand over project with list of bridges culverts and signage / road furniture etc.</p>

	concerned field formations is required.	Similarly utility services as well
5	<p>Repair Scope – Changa Manga–Raiwind Road (16 km) Repair of 16 km of Changa Manga–Raiwind Road is indicated in the RFP; however, no details regarding the nature, extent, or type of repairs are provided. Please clarify the intended scope of work.</p>	<p>Bidders are assumed to visit and assess the nature of repair to sustain for 7 years. The project is conceived and aligned with the efficiency of private sector to carry out repair and rehab most suited for functional service of road. Therefore, Govt. of Punjab C&W is not going to dictate the method and means of carrying out work. Concessionaire’s role is primary in maintaining a service level. Govt.’s role will be to monitor service levels only.</p>
6	<p>Major Maintenance Timeline The RFP specifies major maintenance at Year 8, particularly for the Raiwind– Changa Manga Road. Based on the expected traffic loading and road condition, this timeline appears unrealistic and may require reassessment. Kindly clarify the basis of this requirement.</p>	<p>It is assumed that primary maintenance will be carried out by concessionaires. It is upto concessionaire to keep road functional for 7.5 years. Major Maintenance being responsibility of Govt. / C&W Department whether carried out through Govt. funding or carry it out under ROT (Repair/ Rehabilitate Operate and Transfer) Model. That is why Major Maintenance is expected on 8th year, after expiry of concession.</p>
7	<p>Formation of SPV Clarity is required regarding the mandatory formation of Special Purpose Vehicle (SPV) for a short-term project. Clause 3.4 of the Bid information Documents and Clause 1.9 of Schedule A appear to be contradictory. Kindly confirm whether SPV formation is compulsory or optional.</p>	<p>Yes, it is mandatory. Language will be amended in Clause 1.9 of Schedule-A of the PPP Contract.</p>
8	<p>Deadline for Clarifications Clause 1.4 of the Bid Information Documents does not specify the deadline date for submission of clarification requests, comments, or mark-ups. Kindly confirm the applicable timeline.</p>	<p>Prospective bidders can seek clarification till 2nd Pre-bid Meeting which is 10th of February, 2026.</p>
9	<p>Soil Investigation & Quality Control Tests The requirement for extensive soil investigations and control tests as per NHA General Specifications 1998 at the bidding stage appears excessive and not desirable at this stage. Kindly reconsider or clarify the extent of investigations required before financial close.</p>	<p>Only construction required on site is establishment of Toll Structures. Therefore, soil investigation required only to the extent of foundation / Geotech investigation for erection of toll plaza. It is clarified that Specification to be used are Road Bridges Specifications 2022. Reference to NHA specifications may be considered as replaced.</p>

<p>10</p>	<p>Engineer's Facilities & Medical Services Clause 1.8.2.3 – Engineer's Facility: The requirement to provide a fully equipped site office, accommodation, survey facilities, laboratory, equipment, and vehicles under facility to Engineer are onerous for a short-term project and as such requires rationalization.</p> <p>Clause 1.8.7 – Medical Services: The requirement for medical services and ambulance provision also appears excessive for the project duration and should be revisited.</p>	<p>Consultancy will be required whether in Resident or Third party. IE will have to be appointed by method as given. However, facility to IE will remain responsibility of Concessionaire.</p> <p>It will be option for Concessionaire to provide accommodation by rent or permanent facility. As for lab facility is concerned IE will require lab of suitable equipment for its use.</p> <p>Since it is mandatory requirement therefore will have to be provided.</p> <p>To cater for the needs of medical services and ambulance depends either 1122 service is available in vicinity or not. If Emergency cover is provided by 1122 then we can consider omitting this mandatory requirement. However, equipment is not assumed to be handed over to Govt. on expiry of concession.</p>
<p>11</p>	<p>Design Parameters & Road Safety Plan The RFP states that detailed design shall be based on preliminary designs, however, no design parameters (e.g., traffic loading, design speed, pavement design criteria) are provided. Additionally, submission of a Road Safety Plan is required without any guiding parameters. Kindly provide the necessary design inputs and safety criteria.</p>	<p>Only construction required is toll building. Architectural Design is attached in documents. Since it is a simple building, therefore, no design parameters are provided.</p>
<p>12</p>	<p>Discrepancy in Road Lengths (Group 7) There is a discrepancy in the lengths of road sections mentioned under Group 7 in various parts of the RFP documents. Kindly clarify the correct lengths.</p>	<p>Agreed. Actual length of roads is as provided in Annexure-A attached.</p>
<p>13</p>	<p>Tolling and Road Furniture The current tolling arrangements and road furniture require restructuring, ensuring realistic costing and revenue efficiency.</p>	<p>Not possible at this stage. Model is prepared on the basis of best available information. Prospective bidder has to carry out its own due diligence.</p>
<p>14</p>	<p>Requirement of NOC/permits from 13 Government Agencies/Departments is not justified when a limited Construction Activity is to be carried out only</p>	<p>Only necessary permits will be required. Field formation will help in obtaining such permits. Rest of permits are enumerated only.</p>

15	Two number Overlays under repair section is probably erroneously reflected in the RFP	Agreed. Rectification is made.
----	---------------------------------------------------------------------------------------	--------------------------------

SUGGESTIONS/PROPOSALS

1	<p>Grouping of Roads Grouping Lahore–Kasur Road with Raiwind–Changa Manga Road is unsuitable, as the latter is not only in very deteriorated shape but also has low toll-able traffic (2,615–3,805).</p> <p>Lahore–Kasur Road should instead be paired with the newly built Kasur–Khudian– Kanganpur section, with toll plazas relocated for better project viability.</p> <p>Service Roads (Lahore – Kasur Road) are also in a very deteriorated condition. Rehabilitation Cost of service roads appears to be not accounted for.</p>	<p>Grouping cannot be changed at this stage. Groups were made with the concept of one good road with one weak road.</p> <p>Lahore Kasur Khuddian Depalpur Road is being launched in upcoming second phase of road projects.</p> <p>Repair or rehabilitation of Service Roads is not responsibility of Concessionaire. Separate rehabilitation will be carried out.</p>
2	<p>Risk Allocation Risks related to delays and cost overruns should not be placed solely on the private party. A more balanced risk-sharing framework is needed to encourage private sector participation and safeguard project viability.</p>	<p>It is in benefit of concessionaires to act judiciously to safeguard its own interest. Delay on the part of Concessionaire will be borne by him.</p>
3	<p>Toll Categories Introduction of a dedicated toll category for three-wheelers (both passenger rickshaws and loader rickshaws) is proposed. Rates should be carefully structured and justified to ensure fairness without discouraging usage.</p>	<p>Agreed. Three-wheeler commercial rickshaws and loaders will be added in schedule.</p>
4	<p>Financial Aspects Permanent slow speed weigh in motion system is additionally stipulated. Would need to asses' costs (14% of total EPC) as well as the process of fine collection and charging if the vehicle is not stopped.</p>	<p>A lane is nominated for heavy vehicles. Design of toll lanes is responsibility of concessionaire. However, if a bidder feels a design is better suited for their operational efficiency, then concessionaire is free to adopt its own design based on available ROW.</p>
	<p>The operating costs of SPV are not representative of expected costs, such as legal, horticulture, IE & IA etc.</p>	<p>The successful bidder(s) has to estimate its own cost of SPV.</p>

	<p>Fines for overweight vehicles needs to be revised to discourage overloading, which is a serious threat to road health. Also fines Should be in line with NHA charging rates.</p>	<p>Fines are based on willingness to pay survey carried out, which cannot be changed at this stage. NHA operates roads which carry heavy commercial vehicular traffic which may not be applicable for provincial road network.</p>
	<p>For ease of convenience and operations toll rates should be rounded off to the nearest 10 instead of five. Growth of toll rate could be tied directly to the CPI index used instead of the 25-year average, with a minimum floor.</p>	<p>Not possible at this stage</p>
	<p>Chapters 29 and 31 of the Concession Agreement with sections pertaining to Advertisement and Commercial Activity may be revisited and suitably amended in favor of the Concessionaire, with the objective of improving bankability and investor attractiveness of the Project, while maintaining overall project viability and value for money for the Authority.</p>	<p>What specific recommendations are being made?</p>
	<p>Chapter 15 of the Concession Agreement, pertaining to Relief Events, extensions of time, and relief compensation, requires reconsideration and rationalization. In particular, the provisions relating to time limitations on relief extensions and compensation may be removed or made non-time-bound, subject to proper verification and documentation, to ensure equitable treatment of the Concessionaire in prolonged or recurring relief events beyond its control.</p>	<p>A timeline is necessary as the Implementing Agency needs to be aware of when it should expect a Relief Cost to be imposed. An indefinite time period cannot be provided to the Private Partner to make a Relief Request.</p>

ZAIN TRADERS

This is to inform you that I attended the pre-bid meeting held on 29 December 2025 in Lahore regarding the Public-Private Partnership (PPP) road projects announced by the C&W Department, Government of the Punjab.

	I would be grateful if you could kindly provide an update on the next scheduled meeting, if any. Additionally, I request you to please share the minutes of the pre-bid meeting held on 29 December 2025, along with any relevant presentations or clarifications issued during or after the meeting.	Next meeting is scheduled for February, 10, 2026.
	Furthermore, for our technical assessment and planning purposes, I would appreciate your guidance on the following points:	
	<ul style="list-style-type: none">Group-wise details of toll plazas / toll booths required for each road group.	Roadmap including toll location and ROW is attached as Appendix-B.
	<ul style="list-style-type: none">Group-wise requirement of Weigh-in-Motion (WIM) systems, including indicative number of locations or lanes.	Every toll plaza will have two lanes for SSWIM installed.
	<ul style="list-style-type: none">If available, a list of participants / companies who attended the pre-bid meeting.	Participants List attached
	The above information will help us in better understanding the project requirements and aligning our technical inputs accordingly.	

ARK AHMAD RAZA KHAN

Sequel to and as a follow up to Pre Bid meeting on subject RFP, please find queries in the preceding lines;

Sr No.	Queries	Reply
1	Calculations to reach final bid figures is largely based on Traffic count and possible potential maintenance cost which in this case seems difficult due to following;	
A	Whether Three wheelers are to be charged or not?	Yes. Three wheelers will be charged and rate will be finalized in toll notification.
B	Clarification on Exempted traffic / vehicles? Like all over Pakistan	Exempted vehicles are listed. All flag cars, defense vehicles with

	it is seen that Locals within 5 KM are not being charged.	arrow. Official and emergency vehicles. Vehicles of P4A and C&W. Yes all locals living within 5 km, who can prove and establish residency will be issued special permits.
C	Roadblocks due to Political / ethnic rallies and Religious Procession may also be covered under 'Relief Request'.	Short term closures due to events, rallies, religious processions cannot be classified as political events. A substantial political event can only be a relief event and decided on case to case basis
d	In most cases roads are built and operated by the same concessionaire that provides clarity on limits of maintenance levels and also helps in generating Maintenance Manual with clear response time. But in this case where the road was built by a different party and maintenance would be by some other party which calls for specifics and due considerations / deliberations.	KPI's are well defined, with suitable grace periods. Maintenance Manuals are to be prepared by Concessionaire based on the parameters of concession documents. It is assumed prospective bidders will visit and satisfy themselves of the level of maintenance required.
2	In view of foregoing and to have clarity while preparing / calculating the Bid document and Bid Amount aforesaid queries and other such like explanations would be vital. It is therefore suggested that the 2nd Pre Bid meeting may please be considered giving extra time for due diligence after explanations to queries are received from your good office.	Agreed. Second Pre-bid will be held on 10 th of February, 2026

BIDDER NAME SHAJAR ROADS

Clause	Description	Bidder's Observation / Requested Clarification	Reply
Definitions	Project	It is requested that the definition of "Project" be clarified to exclude the mandatory inclusion of any ETAG / electronic tolling system. From an operational perspective, managing and administering ETAG systems across multiple toll plazas may be challenging.	Requirement of Etag / Mtag is mandatory under the Govt. of Punjab policy on unification of one type of Etag. However, until IT related issues of handshake are not resolved on Tag will not be enforced.
1.1	Handing over of Roads after rehabilitation	The Bid Document states that roads shall be handed over to the Successful Bidder after completion of all rehabilitation works. However, no information, scope, extent, dates, or certification of any rehabilitation works executed on the Project Roads has been provided. Kindly	It may be understood that all selected roads except one had already been rehabilitated. Scope of rehabilitation if required for a particular road is required can be obtained on request. However, it is assumed that bidders may visit and

Clause	Description	Bidder's Observation / Requested Clarification	Reply
		clarify whether any rehabilitation has been carried out and provide documentary evidence.	assess the condition of roads on their own.
1.1	RAMS Report reference	It is stated that the C&W Department through RAMS has published a rehabilitation report included in Volume III. However, Volume III does not contain any such report. Kindly provide the RAMS report or confirm that no such report exists.	Concessionaire to do so.
1.7	Bid Security	Bid Security is required in the form of Call Deposit / Demand Draft / Bank Guarantee. It is requested that Insurance Guarantee issued by SECP-registered insurance companies be allowed, in line with Punjab PPP Authority and NHA procurement practices.	It cannot be acceded to. Govt. of Punjab, C&W Department does not accept "Insurance Guarantee".
1.10	Bidder's Due Diligence	The due diligence period is insufficient to verify pavement composition, subgrade strength, structural capacity, and remaining life. No assurance is provided regarding pavement structure adequacy. Kindly clarify responsibility if pavement is found under-designed or structurally inadequate during operations.	Bidder is assumed to assess the integrity and sustainability of pavement by itself. Management of O&M is fixed as 7.5 years, which is not is a very long time for management of pavement.
2.1 & 3.1	Contract Structure (Management vs Toll Concession)	Although the contract is labeled as a "Management Contract", the draft documentation effectively constitutes a full toll concession, with 100% traffic and revenue risk transferred to the Concessionaire.	It is accepted that presented model is more akin to toll concession under PPP mode. Reason it is being labelled as Management Contracts is because of short duration. Contract is a concession under PPP Act and PPP rules 2025.
2.1	Management Contract Risk Allocation	Under a true Management Contract structure, toll revenue risk is typically retained by the Authority, with the private party compensated through a fixed management fee	As above

Clause	Description	Bidder's Observation / Requested Clarification	Reply
		(subject to indexation). This risk allocation is absent in the current draft.	
3.2	Concession Term	The proposed concession term of seven (7) years appears commercially restrictive and may be insufficient for recovery of capital expenditure and achievement of a reasonable return on equity, depending on final project costs.	Financial model / studies indicate that recovery and reasonable profit can be achieved in the given circumstances. Short term concession is meant to absolve concessionaire of risk of rehabilitation. As risk of rehabilitation and reconstruction has been retained by Govt. of Punjab.
3.3	Scope of Work	Preliminary Design scope is vague. Right-of-Way (ROW) details are not defined. Changa Manga Road requires major maintenance; however, no rehabilitation scope executed by the Implementing Agency has been disclosed. Kindly clarify.	ROW details are being provided as Annexure-A to this document. In Changa Manage Raiwind Road repair of 16 km road is assumed to be carried out by Concessionaire.
CONCESSION AGREEMENT			
4.12.3	Utility Proceeds	Details of utility agencies using the Project Roads, applicable rates, agreements, and historical proceeds have not been provided. Kindly share complete utility inventory and revenue framework.	No utility proceeds are being collected by C&W department and proceeds of access to right of way by petrol pumps directly goes to proceeds of account 1 and concessionaire is not assumed to collect such proceeds.
5.5 & 5.10	IA & IE Remuneration	It is requested that remuneration of IA and IE be paid through an Escrow Account , independent of the Concessionaire's revenue stream, as per PPP best practices.	IA & IE will be paid out of ESCROW ACCOUNT, yes. It is assumed that all proceeds will go to ESCROW ACCOUNT. IA will disburse sums due to Govt. in a separate Escrow account and pay IA & IE according to agreement. And pay to concessionaire as per financial model submitted by concessionaire at the

Clause	Description	Bidder's Observation / Requested Clarification	Reply
			time of agreement.
7.3 & 7.4	SCU & CPE	Presence of both SCU and Project Engineer (PE) is redundant. Given a construction period of only six (6) months, requirement of PE should be waived in presence of SCU.	Project Engineer is representative of Department and SCU is to be maintained by Concessionaire. Roles are exclusive and not inclusive.
10.2	Shares	The Draft Concession Agreement provides for the nomination of two (2) non-voting directors by the Implementing Agency. For clarification it should be added that directors should not be entitled to any remunerations, benefits , allowances or facilities.	Clause is deleted altogether.
10.2	Shares	It places restrictions relating to the creation of a second class of shares which is unnecessary.	See above.
15	Relief Events	The current definition and scope of Relief Events do not adequately address situations where blockade or closure of the Project Road is caused by actions of Government departments, agencies, or authorities, resulting in loss of toll revenue. Such events are beyond the control of the Concessionaire and materially impact Project cash flows and should be addressed.	Not possible at this stage. Political Events are covered under Relief Events.

Clause	Description	Bidder's Observation / Requested Clarification	Reply
17.8	Escrow Arrangement	<p>The transaction structure of the Escrow Arrangement, as currently drafted, places the Bank in the role of Escrow Agent as a party to the transaction responsible for operating the ETTM which unnecessarily burdens the concessionaire financially and technically.</p> <p>it is suggested that the banks role be reduced. ESCOW account will definitely be created and operated with a commercial bank and concessionaire be held responsible for transfer of revenue share in line with the same certified by the Independent Auditor. Whereas the ETTM will be operated by the concessionaire.</p>	<p>Appropriate amendments are being made to remove the role of the bank in the development and operation of ETTM system.</p>
19.4.1(c)	Riding Quality deterioration	<p>Riding quality deterioration is a Major Maintenance issue and should not be classified as breach of O&M obligations. Kindly revise clause accordingly.</p>	<p>Riding quality maintenance is essential element of O&M contract. Particularly for section 19.4.1 (c) amendment is as follows.</p>
19.10	Service Level Defects	<p>The introduction of Service Level Defects with uncapped deductions poses significant commercial and lender risk, potentially leading to revenue leakage and bankability concerns.</p>	<p>Penalties on non-compliance are nominal. It may not be a big threat to bankability of project. It is added to enforce obligation of maintenance with a time as grace period given for rectification.</p>
19.10.1	Service Level Defect	<p>The clause is excessively binding and punitive in nature. Minor service deviations should not immediately constitute Service Level Defects. Clause needs rationalization.</p>	<p>Grace period is given for imposition of fines.</p>

Clause	Description	Bidder's Observation / Requested Clarification	Reply
19.10.2	First-Day Deduction	Immediate imposition of financial deductions upon detection appears punitive. The clause should allow reasonable cure periods without penalties, consistent with PPP norms.	It is not construed correctly imposition of fine is subject to a grace period. On detection of service level failure a certain grace period is given for rectification.
19.10.5	Monthly lump-sum deduction	The term "monthly lump-sum amount payable to the Concessionaire" is undefined in the Bid Documents. Kindly clarify its basis and calculation methodology.	It is assumed that Concessionaire will submit his financial model showing his monthly reimbursement schedule along with his bid and it will become a basis for calculation both by IA and deduction if mandated by report of IE.
19.11	Major Maintenance	The Draft Concession Agreement provides that the Project Road may be closed during execution of Major Maintenance. However, where the duration of Major Maintenance is less than six (6) months, no relief has been provided for the Concessionaire, notwithstanding full or partial closure of the highway and the resulting loss of toll revenue.	Appropriate amendments have been made to extend the concession period for the entire duration of the major maintenance.
19.11.1	Major Maintenance	No criteria or thresholds have been defined for triggering Major Maintenance. Given existing condition, Changa Manga Road requires complete major maintenance. Kindly clarify responsibility and scope.	Criteria is based on document produced by RAMS directorate available on C&W Website. Bidder for Changa Managa Road is assumed to carry out repair and included in scope of work
19.25.1	SCU Monthly Compliance Report	Monthly reporting within three (3) days is unduly restrictive and excessive. SCU's role is being overly constrained, potentially undermining effective project management.	It is based on International Best Practices. SCU which is based on ground can report in such time.

Clause	Description	Bidder's Observation / Requested Clarification	Reply
20	Insurances	The insurance requirements appear excessive in scope and cost, particularly the requirement for general liability insurance covering public officials. Such coverage extends beyond standard insurance practices for toll road O&M concessions and imposes an additional and disproportionate financial burden on the Concessionaire.	It is in the interest of concessionaire to have third party insurance, as well as assets insurance to safeguard against unforeseen events.
21.1.1	Political Events	Sub-clauses 21.1.1(b)(i), (iv) and (v) should be included under Political Events, consistent with standard PPP risk allocation principles.	REJECTED. The nature of these events are non-political.
21 & 22	Competing Routes & Political Disruptions	Protection against competing or alternative routes is narrow. Similar to earlier Shajar Roads concessions, there is limited protection against toll revenue losses arising from protests, political unrest, or forced closures, with compensation restricted only to increases in CAPEX or OPEX linked to the Financial Model.	Definition is proper in DCA and covers the events of competing route. Probability of occurrence of such event are remote.
29.1	Advertising Rights	Requirement of Independent Engineer's approval for advertisement plans is unnecessary when revenue rights rest entirely with the Concessionaire. Clause requires amendment.	IE has to determine that advertisement position and location does not harm safety measures of road users, that is why IE has to examine advertisement plans for road safety angle.
Schedule A – 1.1	Road Lengths	<ul style="list-style-type: none"> i. Contradictions exist in specified road lengths. Start and End chainages must be clearly defined for each road section. ii. Clarification is required on the status of Service Roads of Lahore – Kasur Package, as lot of rehab work is required on these service roads. 	<p>Schedule is being updated</p> <p>Clarification required</p>

Clause	Description	Bidder's Observation / Requested Clarification	Reply
Schedule A – 1.8.2	Engineer's Facilities	Engineer's facilities cost should be fixed and standardized for all bidders to ensure fair and "apple-to-apple" financial evaluation.	Discussion
Schedule A – 1.8.3	Laboratory Facilities	Laboratory and testing equipment costs should be standardized with a fixed amount for all bidders.	Discussion
Schedule A – 1.8.8	Overlays	Requirement of two overlays appears erroneously included and inconsistent with concession duration. Kindly clarify or remove.	Agreed. Will be deleted
Schedule A – 1.8.8(b)	IRI Testing	International Roughness Index testing and pavement failure treatment relates to Major Maintenance and should be excluded from routine O&M obligations.	Local failure is part of maintenance, however, functional requirement of IRI are included as tolerance. But IRI exceeding a certain limit in patches are to be rectified by either surface milling or patch laying. It is significant and present in urban dwelling on roadside. Therefore needed to be rectified in addas and local populated areas.
Schedule A – 1.9	SPV Requirement	Formation of a new SPV for a short concession period is impractical. Use of an existing SPV should be allowed.	MANDATORY. As every SPV has a charter and purpose of creation in SECP.
Schedule C	Road Repairs	Changa Manga Road requires complete major maintenance, not limited to 16 km patch repairs. Scope needs revision.	Treatment of road is included in O&M requirements and bidder has to assess cost in building his financial model.
Schedule H	O&M Requirements	OPMs, MPMs, penalties and deductions are excessive, unjustified, and inconsistent with O&M-only concessions. Clause requires comprehensive revision.	Not agreed.

Clause	Description	Bidder's Observation / Requested Clarification	Reply
Schedule J	Permits	Permits list should be rationalized and limited to Toll Plaza construction and essential operational approvals only.	Agreed. Schedule will be amended.
Schedule P – Clause C	Overloading & Fines	Merge toll rates to one number. Fines on overloading to be identical to those recently prescribed by NHA	Not agreed.
Schedule Q – Clause 3	Typical Cross Section	Typical Toll Plaza layout does not account for ROW constraints at site. Practical ROW-based designs should be permitted.	Typical layout is only indicative in architectural detail as C&W has decided to construct similar toll designs all over the province. However Concessionaire will be allowed to resize toll plaza according to ROW and traffic volume.

TECHNO TIME

No.	Query	Response
1	Toll Plaza is to be constructed by the concessionaire/contractor. Kindly inform us of the Departmental Estimated Cost allocated for the Toll Plaza.	Department has not calculated cost of Toll Plazas. Bidder has to estimate its own cost.
2	Please provide the Departmental Estimated Cost of the proposed Rigid Pavement.	Design and size of rigid pavement is provided only indicative. Cost is to be worked out by Bidder itself.
3	Kindly share the Estimated Cost of the Electronic Toll Collection System / Toll Taking Machines and related equipment to be installed under this project.	General specifications are provided only. Bidder has to estimate its own cost.
4	Regarding Reach-wise maintenance responsibilities, we understand that routine pothole repairs shall be the responsibility of the concessionaire/contractor. However, in the event of abnormal or excessive deterioration of any road reach beyond routine maintenance,	Functional repair is the responsibility of Concessionaire. Rehabilitation / major maintenance is not responsibility of concessionaire. Structural failure as defined by RAMS pavement manual available on C&W website.
5	kindly clarify the following: Whether the estimated maintenance/rehabilitation cost	Rehabilitation or major maintenance will be responsibility of Govt. Rehab

	for such damage will be reimbursed based on Departmental Estimated Cost or paid as per approved market rates; and	work will either be openly put to bidding or a Further concession of ROT (Rehabilitate Operate Transfer) mode
6	Whether such rehabilitation/reconstruction work shall be awarded to the same mobilized concessionaire/contractor under this project, on the basis of the approved estimated cost, instead of inviting a separate tender or awarding the work to another contractor.	Under new PPP Act, first right of refusal has been removed. Major Maintenance will put to open bidding.
	Furthermore, we request confirmation that the required Performance Guarantee is to be submitted for a period of one (01) year, with subsequent renewals to be carried out accordingly as per applicable rules.	That is correct. Please refer to Section 11.3 of the Draft PPP Contract.

AHSAN RABIB ZKB /ZAIA INTERNATION CONSULTANCY

	Following are the main fundamental queries/risks that need clarification prior to bidding process.	
1	Revenue sharing model under concession is unclear - As per concession only first year is being evaluation with remaining under uniform percentage. We can front load for Year-1 and put 0% (uniform) for remaining tenor of concession.	The successful bidder shall share either a percentage of the actual toll revenue (based on the amount it has bid for) or the minimum revenue share (based on the financial forecast model it has shared as part of its financial proposal), whichever is higher for an Operational year.
2	Assumption of Construction Risk of third party for the tenor of Concession – without clarity of construction quality, risk assumption for entire tenor of concession without any relief clause backing needs to be evaluated.	The bidders are encouraged to carry out their own due diligence of the project road prior to placing a bid.
	Following are the queries/questions/clarifications required that need to be emailed to P4A/C&W	
	Revenue Sharing & Bid Evaluation Framework	
●	Front-Loaded vs Uniform Revenue Share Ambiguity: The bidding criteria awards 100 marks to the highest First	The bidder will quote two amounts: a percentage of revenue shared and the expected revenue to be shared for the first year. The successful bidder will be expected to share the higher of the two

	Operating Year Revenue Share, while the definition of <i>Percentage Revenue Shared</i> refers to a uniform percentage over the concession period. Kindly clarify whether bidders are expected to quote a uniform revenue share for the entire concession, or otherwise a front-loaded / Year-1 specific revenue share only for evaluation purposes?	amounts.
•	Post-Year-1 Revenue Share Treatment: If evaluation is based solely on Year-1 revenue share, how will revenue sharing be determined for subsequent years? Will the quoted Year-1 percentage automatically apply to the entire concession term?	See comment above.
•	Minimum Revenue Share Clause: The agreement refers to the higher of a percentage of First Operating Year Revenue Share, or a percentage of actual revenue collected after the First Operating Year. Kindly clarify the applicable percentages and the mechanism for reconciliation.	Financial.
	Road Asset Condition, Handover Risk & Technical KPIs	
•	Existing Road Condition & Latent Defects Risk: As the concessionaire is assuming the road after execution by a previous contractor, detailed baseline condition data is required for accurate risk pricing. Kindly provide following parameters for determination of road construction quality: (International Roughness Index (IRI), Pavement Condition Index (PCI), Rutting depth, Structural number / pavement strength, Drainage condition and shoulder integrity etc.	Technical
•	Independent & Multi-Layered Testing Rights: Will bidders be permitted to conduct independent multi-layer testing, including: Core cutting, Sub-base and base layer testing,	As clarified during the pre-bid meeting destructive testing will not be allowed however, non-destructive testing is allowed to be carried out.

	Asphalt density and thickness checks, Material gradation and compaction tests etc. If the residual life of the road is found to be materially lower than assumed, will concession term adjustment or compensation/relief be considered?	
	Major Maintenance & Relief Events	
●	Major Maintenance Within Initial Six Months: The Concession Agreement is silent on Major Maintenance occurring within the first six months of the concession.	Section being amended. Now the concession period will be extended for the entire major maintenance period.
●	Kindly clarify whether such events will qualify for compensation, revenue adjustment, or time extension, or be treated as concessionaire risk despite being pre-existing in nature.	Major maintenance will only entitle the private party to an extension of concession period.
●	Definition Thresholds for Major vs Routine Maintenance: Please provide clear cost or technical thresholds distinguishing Major Maintenance from Routine Maintenance to avoid future disputes.	Please refer to observation above. Definition is provided in RAMS manual available on C&W website.
	Performance Security & Financial Exposure	
●	Performance Security Quantum – Internal Inconsistency: The Concession Agreement defines <i>Performance Security</i> as equivalent to the <u>first two months of Expected Revenue Share for the Operational Year</u> , whereas Clause 3.5 refers to a performance security <u>equal to estimated revenue collection (minimum PKR 12 million)</u> . Kindly clarify which provision shall prevail for bid and contract purposes. Please confirm whether the Performance Security is <u>linked to revenue share payable to the Authority or gross toll revenue</u>	PPP Contract definition amended. It is linked to revenue share payable to the Implementing Agency.

	<u>collection.</u>	
•	Revision & Adjustment of Performance Security: Will the Performance Security be revised annually based on actual revenues or remain fixed throughout the concession period? In case of traffic underperformance due to factors beyond concessionaire control, is any downward adjustment envisaged?	Will be revised according to the expected revenue share of the implementing agency for that particular operational year.
	Traffic, Tolling & ETTMS (Electronic Tolling Systems)	
	<ul style="list-style-type: none"> • ETTMS Structure & Commercial Risk: Clause iv provides that ETTMS shall be installed and operated through a financial institution contracted by the Concessionaire. Please clarify whether the commercial and operational risk of ETTMS (system downtime, reconciliation delays, chargebacks, etc.) lies fully with the concessionaire. • Will any minimum service level guarantees from the ETTMS provider be acceptable as pass-through protection? • Interoperability & Integration: Will the ETTMS be required to integrate with existing or future provincial/national tolling platforms? If yes, who bears the integration and upgrade costs? • What are the conditions for cash based toll collections considering the demographics/geographics of the areas/concessions. 	<p>Yes, the risk lies fully with the concessionaire, which is now responsible for installation and operation of ETTMS.</p> <p>Yes. GoPb intends to have a central control room where real time data will be collected on a uniform platform.</p> <p>As usually provided in toll operations.</p>
	Toll Exemptions & Revenue Leakage Risk	
	• Exempt Categories (Local Traffic / Government	Please see the definition of “exempted vehicles”

	<p>Vehicles): Please clarify whether any toll exemptions or concessions apply, including local residents, government vehicles, emergency or law enforcement vehicles etc.</p> <ul style="list-style-type: none"> • Open Access Roads & Enforcement: In the case of open access roads, how will exempt traffic be monitored, verified, and compensated, if applicable? Will historical exemption data be shared for revenue modelling? 	<p>Enforcement is expected to be carried out at Toll Station only. Therefore open access is not an issue. Historically, around 5% is considered as slippage / exempted vehicle for shortfall / sensitivity analysis.</p>
	<p>General Bankability & Risk Allocation</p>	
	<ul style="list-style-type: none"> • Change in Law & Regulatory Risk: Will adverse changes in toll policy, traffic diversion, or regulatory framework qualify as Change in Law events with corresponding relief? • Traffic Diversion & Competing Infrastructure: In case of future development of parallel roads or alternate routes, will any traffic shortfall protection be available? 	<p>Please see the definition of “Change in Law”</p> <p>Competing routes or alternative route relief is available.</p>
	<p>The above clarifications are requested to enable accurate bid pricing, appropriate risk allocation, and submission of a competitive yet sustainable proposal in line with international PPP best practices.</p>	

ANNEXURE-A

Package	Road	Length (Km)	ROW	No. of Lanes	No. of toll plazas	ROW & Location of Toll Plaza
Group 1	Muridke – Narowal	80.0	66'	4	2	32.09632, 74.72282 At Village Tatlay 31.8689, 74.3707
	Narowal – Shakkargarh	33.0	66'-110'	2	1	32.0828, 74.98511 At Narowal Shakk Grh
Group 3	Bahawalpur – Yazman	33.5	110'	2	1	29.32471, 71.70618 At Bahawalpur
	Yazman - Ahmedpur East	61.9	88'	2	2	29.09238, 71.63962 At Chadni Chowk 29.10645, 71.46169 At Rajkan Head
Group 7	Raiwand - Changa Manga	31.0	56'-76'	2	2	ROW 66' 31.1163, 74.01459 ROW 66' 31.22528, 74.18555
	Gujju matta – Kasur	33.0	220'	4	1 (existing)	ROW 220' 31.26721, 74.41417 (km 14)
Group 10	FSD – Sahianwala (Canal Expressway)	24.6	0-17 th km 220' 17 th -25 th km 110'	6	1	ROW 220 Ft 31.54336, 73.21426 (km 21)
	FSD – Samundari – Rajana	80.0	66'-88'	2	1	ROW 110 Ft 31.267918, 73.012818 (km 12.50)
Group 11	FSD – (Ring road)	97.0	44'66'-110' km	2	4	ROW 66 TOO 80 Ft 31.52947, 73.24574 (km 0.00) 31.36689, 73.19011 (km 13.86) 31.35428, 72.95187 (km 45.66) 31.48224, 73.01329 (km 76.46)

ATTENDANCE SHEET
PRE-BID MEETING FOR OPERATION & MAINTENANCE (O&M)
PROJECT (5-NOS GROUPS) ON PPP MODE

COMMUNICATION & WORKS DEPARTMENT

Dated: 29-12-2025 at 11:00 AM

Sr. No.	Name	Designation	Signature
1.	Engr. Mohsin Ali Ashraf	Director Sarmik Pvt Ltd	
2.	Aizaz Khan	ZKB	
3.	Shamoz Munir	ZKB E&C	
4.	Abid Ali	OZ Group	
5.	M. AHSAN	TEAM OVERS Coord	
6.	Muneeb Ahsan Mir	Procurement & Contract Engineer	
7.	Mohsin Ali	Proprietor ZAIN TRADING	
8.	Minam Karim	Legal consultant	
9.	Iman Jehanzeb	RIAA Barker Gillette	Iman J. Khan
10.	Mariam Omer	RIAA Barker Gillette	
11.	Habeeba Ahmad Naseer	CLO - PFAS	
12.	AHSAN SHAMIM	CFO - PFAS	
13.	AZMAT NAWAZ	COO - PFAS	
14.	Mansoor Arshad	GEH (N)	

15.	Hussain Ahmad	03000 418240	[Signature]
16.	Hussain Shahid	Contacts Manager - Alak	[Signature]
17.	Hamza Shahid	Operation - Manager (SARE)	[Signature]
18.	Humair	8 mangan - (PFAS)	[Signature]
19.	Wali Muhammad	Am Legal - (PFAS)	[Signature]
20.	Ali Jbran	J.C - PFAS - TAS	[Signature]
21.	Abdul Wahab	consultant - PFAS	[Signature]
22.	Techno Time Zaka Khan	Director Techno Time	[Signature]
23.	Highway Construction Hassan Mammad	Project manager 0321-1444000	[Signature]
24.	Standard Engg Co.	CEO 0302-5555822	[Signature]
25.	Talha Construction Works	0332-7778128 M.D talha.arif2012@gmail.com	[Signature]
26.	Shaqbal Akhtar & Co.	0321-7766677 CEO	[Signature]
27.	M. Amjad	CEO Shajar Rds	[Signature]
28.	S. Hasan Mirza	NKB	[Signature]
29.	Mouzzam Tanveer Mir	HEAD - BD IKAN Engineering Services 0300-0344251 mouzzam.tanveer@ikan.com.pk	[Signature]
30.	M: Rasheed Shaheen	Contract Manager M/S Muhammad Samran Mumtaz 0321-5551638	[Signature]
31.	HAMZA SHAUKAT	MTC	[Signature]