



P4A
Punjab Public Private
Partnership Authority



REQUEST FOR PROPOSAL (RFP)
FOR
OPERATIONS AND MAINTENANCE
OF
FAISALABAD RING ROAD (FOUR SECTIONS) (97 KM)
(GROUP-11)
ON A
MANAGEMENT CONTRACT BASIS
MAY 2026

DISCLAIMER

This request for proposal (the **RFP**) has been prepared by the Communications 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 Implementing Agency and any other Government departments, entities, consultants, advisors (including the transaction advisor), employees, personnel, agents, do not 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 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 RFP 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 has 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.

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.

Abbreviations

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

Definitions

ACTUAL REVENUE	Means the total revenue derived from tolls as described in more detail in Section 3.6 of this RFP.
BID	Means a bid submitted by a Bidder in response to this RFP and containing the Pre-qualification Technical and Financial Proposals.
BID SECURITY	Means the security deposit that a Bidder must provide, in the form of 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 FORM 2 FORMAT OF BID SECURITY and in the amounts and conditions specified in Section 4.4 (Bid Security) of SECTION A , it being clarified that the Bid Security shall not be in the form of an insurance or corporate guarantee.
BID VALIDITY PERIOD	Means the period of one hundred and eighty (180) days from the date of the Bid Submission Deadline.
BIDDER	Means an entity, firm, joint venture or consortium that has submitted a Bid for the Project based on this RFP and its criteria.
BIDDING PROCESS	Means the entire process commencing from issuance of RFP until signing of PPP Contract as elaborated more in Section 1.1 of this RFP.
BID SUBMISSION DATE	Means the date on or before which the Bid can be submitted as described in the Letter of Invitation.
CONCESSION	Means the concession granted to the Private Partner by the Implementing Agency in accordance with Section 3.4 of this RFP.
ESTIMATED TIMETABLE	Means the estimated timetable set out in Section 2.1 of this RFP.
FINANCIAL PROPOSAL	Means the financial proposal submitted in accordance with Section 4.5.3 of this RFP.
PREQUALIFICATION PROPOSAL	Means the prequalification proposal submitted in accordance with Section 4.5.1 of this RFP.
PROJECT	Means the installation of toll plazas, weighbridges, and Electronic Toll and Traffic

	Management Systems (ETTMS) (including an e-tag system), along with the operation and maintenance of the selected road(s) in Punjab, Pakistan, as further detailed in Section 3.3 of this RFP.
PROJECT HIGHWAY	Means the length of the road as more particularly described in Section 1.1.
PPP ACT	Means the Punjab Public Private Partnership Act 2025.
PPP RULES	Means the Punjab Public Private Partnership Rules 2025
PPP CONTRACT	Means the formal agreement governing the proposed relationship between the Implementing Agency and the Private Partner that is substantially based on the attached draft contained Volume II – Draft PPP Contract.
PRIVATE PARTNER	Means the Special Purpose Vehicle (SPV), set up by the successful Bidder, with which the Implementing Agency shall sign the PPP Contract.
RESERVE PRICE	Means an amount, determined by the Implementing Agency in its sole discretion, to be the minimum amount of the First Operational Year Revenue Share, as defined below, that is acceptable to the Implementing Agency.
SUCCESSFUL BIDDER	Means the Bidder whose Financial Bid receives the highest marks in conformity with Section 6.5.
TECHNICAL PROPOSAL	Means the technical proposal submitted in accordance with Section 4.5.2 of this RFP.

Interpretations

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 “installation” include investigation, design, engineering, procurement, delivery, transportation, processing, fabrication, testing, commissioning and other activities incidental to the installation;
- (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 GoPb shall mean Government of the Punjab;
- (j) 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;
- (k) the attached volumes of this RFP or any addendum(s) 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;
- (l) unless otherwise stated, any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; and
- (m) any reference to Bidding Process shall mean the entire process commencing from issuance of RFP until signing of PPP Contract with the Private Partner.

Table of Contents

1. LETTER OF INVITATION	9
1.1. INTRODUCTION	9
1.2. CONTENTS OF RFP	9
1.3. BID SUBMISSION DATE	10
1.4. BIDDER'S REQUEST FOR CLARIFICATION, COMMENTS AND MARK-UP OF THE BIDDING DOCUMENTS	10
1.5. PRE-BID MEETING	10
1.6. PUBLIC PRIVATE PARTNERSHIP	11
1.7. BID SECURITY	11
1.8. COST OF BID PREPARATION	11
1.9. CONSORTIUM OF BIDDERS	11
1.10. BIDDERS DUE DILIGENCE	11
2. PROJECT BIDDING AND EXECUTION SCHEDULE	15
2.1 The Estimated Timetable for the Bidding Process is as follows:	15
3. INTRODUCTION AND BACKGROUND OF PROJECT	17
3.1 Overview	17
3.2 Project Highway	17
3.3 Scope of Work	17
3.4 Concession	19
3.5 Performance Guarantee	20
3.6 Toll Revenue Sharing.	20
3.7 Project Monitoring	20
3.8 Maintenance and Operation	21
4. BID PREPARATION AND SUBMISSION	21
4.1 Single Bid	21
4.2 Language	21
4.3 Bid Validity	22
4.4 Bid Security	22
4.5 Bid Contents	22
4.5.1 Prequalification Proposal	22
4.5.2 Technical Proposal	22
4.5.3 Financial Proposal	23
4.6 Bid Preparation	23
4.7 Bid Signing and Cover Letter	23
4.8 Bid Submission	24
4.9 Bid Modification	24
4.10 Amendments to RFP	24
4.11 Clarifications	24
4.12 Taxation	25
4.13 Consortium or Joint Venture	25
4.14 Confidentiality	25
4.15 Fraud and Corrupt Practices	25
5. BID OPENING	28
6. BID EVALUATION	29
7. AWARD	40
Form 1 Format of Covering Letter	43
Form 2 Format of Bid Security	46
Form 3 Format of Prequalification Proposal	49
Form 4 Format of Authorization of Representative	55

Form 5	Format of Affidavit	56
Form 6	Format of Integrity Pact	57
Form 7	Format of Consortium or JV	59
Form 8	Format of Authorization of Lead Member	68
Form 9	Format of Technical Proposal	70
Form 10	Format of Financial Proposal	77

1. LETTER OF INVITATION

1.1. INTRODUCTION

The Implementing Agency hereby invites parties, as part of a national competitive bidding process, to submit Bids for operations and maintenance of and the installation of toll plazas, weighbridges and Electronic Toll and Traffic Management Systems (ETTMS) on the followings roads:

Group	Road & Length (kilometre)	Rehabilitation Work Status
Group -11	Faisalabad Ring Road (Four Sections) (97 KM)	Completed

The Implementing Agency is seeking to award a Public Private Partnership Project through a fair and transparent competitive bidding process (the “**Bidding Process**”). The aforementioned road shall be handed over to the Successful Bidder after having all rehabilitation work completed on them. For the purposes of clarification, a Bidder is supposed to make a bid for the entire road contained in this Group.

This RFP is being issued by the Implementing Agency, in consultation with its transaction advisor, Punjab Financial Advisory Services (PFAS), and the Risk Management Unit, Finance Department, Government of Punjab to the prospective Bidders.

Please note that the Implementing Agency expects each Bidder to do its own due diligence in respect of the rehabilitation works for the abovementioned roads prior to making a Bid pursuant to this Bid Document. The Implementing Agency will not be held responsible in the event that a Successful Bidder claims that the rehabilitation work status of these roads does not correspond to its expectations.

1.2. CONTENTS OF THE 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. 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 16.06.2026 on or before 02:00 pm (“**Bid Submission Date**”) addressed to Additional Secretary (Technical-III), Communication & Works Department, at the address mentioned below:

ADDITIONAL SECRETARY (TECHNICAL-III)
Communication & Works Department,
Old Anarkali,
Lahore
PHONE: +92-42-99213746; +92-42-99210453

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

A Bidder requiring any clarification on the Bidding Documents may send an electronic request for clarification to the Implementing Agency with a copy to the consultants. Bidders may also propose amendments/comments to the Bidding Documents to be made directly in the Bidding Documents in track change made with a separate note explaining the rationale behind any suggested amendment or modification. and 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 within a reasonable time period prior to the Bid Submission Date. The Implementing Agency shall provide response to such queries as soon as possible.

Electronic copies of the response, including an explanation of the query (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 shall organize a pre-bid conference on the date 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. The Bidders will be given the opportunity to discuss their comments and suggested changes to the PPP Contract in the Pre-Bid Conference.

The Implementing Agency, however, reserves the right to call any additional pre-bid conferences if it desires to.

1.6. PUBLIC PRIVATE PARTNERSHIP

The Project is to be established within the purview of the PPP Act and PPP Rules (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 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 10,000,000 (PAKISTANI RUPEES TEN Million)** with Bids in the form of a call deposit, demand draft or a bank guarantee issued by a scheduled bank in Pakistan in the format provided in **Form 2 (Format of Bid Security)** which shall remain valid until the date of expiry of the Bid Security Validity Period (as defined in Section 4.4). The Implementing Agency shall get the Bid Security verified from the issuing bank.

1.8. COST OF BID PREPARATION

Each Bidder shall bear all costs associated with the preparation and submission of its Bid(s) 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, provision of any additional information, conducting due diligence of the Project, visits to the Project site, engagement of consultants, advisors and contractors etc., preparation of questions or requests for clarification to the Implementing Agency, preparation of Bidders' questions during the clarification process 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.

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**.

An international firm, company or party may participate in this bidding process as a junior partner in a consortium, joint venture or association of persons where the lead partner is a national firm, company or party registered in Pakistan participating in the bidding process.

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.

Each Bidder is also solely responsible for conducting its own independent research, due diligence, and any other work or investigations to ensure that the rehabilitation works for the Project roads they are bidding for has been completed to their satisfaction before placing a Bid.

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 the Implementing Agency's country. 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.

Yours truly,

ADDITIONAL SECRETARY (TECHNICAL-III)
Communication & Works Department,
Old Anarkali,
Lahore
PHONE: +92-42-99213746; +92-42-99210453

SECTION A: INFORMATION TO BIDDERS

2. PROJECT BIDDING AND EXECUTION SCHEDULE

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

Activity	Date
1. Bidding Documents Issuance	16.05.2026
2. Pre-Bid Conference/ Bidders Meetings	03:00 pm on 20.05.2026
3. Response to Bidders Queries Document Issuance	Within a reasonable time period prior to the Bid Submission Date
4. Bids Submission Date	02:00 pm on 16.06.2026
5. Opening of Prequalification Documents	02:30 pm on 16.06.2026
6. Evaluation of Prequalification Documents and Opening of Technical Proposals of Prequalified Bidders	Within ten (10) days of the opening of Prequalification Documents
7. Evaluation of Proposals and Opening of Financial Proposals of Technically qualified Bidders	Within ten (10) days of the opening of the Technical Proposals
8. Evaluation of Financial Proposals	Within ten (10) days of the opening of the Financial Proposals
9. Publication/Communication to Bidders of the Evaluation Report	Within seven (7) days of the evaluation of the Financial Proposals
10. Notifications of Awards	At least ten (10) days after publication of the Evaluation Report
11. Anticipated execution of the PPP Contracts with Successful Bidder(s)	As provided in the Letter of Award

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

3.1 Overview

The Implementing Agency has floated this RFP to seek a private partner (the “**Private Partner**”) for the installation of toll plazas, weighbridges and Electronic Toll and Traffic Management Systems (ETTMS) (which would include e-tag systems) on and the operation and maintenance of each of the Project roads mentioned in Section 1.1 hereinabove (the “**Project Highway**”) on a management contract (MC) basis.

3.2 Project Highway

In relation to the Project Highway, the Implementing Agency intends to operate and maintain and install toll plazas, weighbridges, and ETTMS. For this purpose, preliminary design reports for the installation of toll plazas, weighbridges and other ancillary facilities and traffic survey reports have already been carried out by the Implementing Agency which shall be shared with the prospective bidders.

The main objective of the Project is to:

- **Enhanced Performance:** Private sector involvement often results in higher performance standards due to competition and profit incentives
- **Innovation:** Private developers may introduce innovative solutions and technologies, improving service delivery.
- **Financial Efficiency:** Management contracts can lead to more efficient use of resources, potentially reducing public expenditure.

It is anticipated that with the efficient operation and maintenance of the existing road, and the installation of toll plazas, weighbridges and ETTMS, the quality of the Project Highway will be maintained and through regulation of Toll Plazas, ETTMS, e-tags and weighbridges, the traffic will be regulated. The total length of the Project Highway is mentioned in Section 1.1. The Project Highway will mostly follow the existing road centreline.

The scope of the Project includes:

- (a) the operation and maintenance of the Project Highway; and
- (b) the installation of toll plazas, weighbridges, ETTMS and other ancillary facilities on the Project Highway.

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, installation works, upgradation, 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 operating and maintaining the Project Highway along with installing and maintaining ancillary structures including bridges, culverts, walls, drains, intersections, weighbridges, toll plazas, ETTMS (electronic toll and traffic management system, which would include e-tag systems), as more particularly specified in the Bidding Documents.

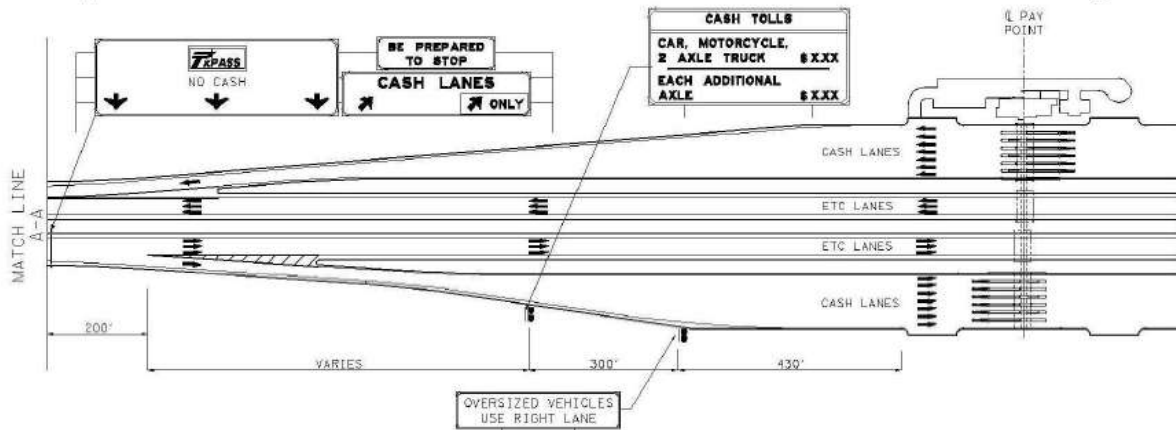
Toll Plaza (Faisalabad Ring Road)

4-Nos New Toll Plaza purposed for Single Carriageway Road of Faisalabad Ring Road

Side View of Toll Plaza



Toll Plaza Design Single Carriageway



The scope of work under the PPP Contract shall not include the responsibility to carry out Major Maintenance (as defined in the PPP Contract) on the relevant Project Highway. If Major Maintenance is required during the Concession Period the operations of the Project Highway may be suspended or reduced in accordance with the PPP Contract.

The following are the details of the expected Major Maintenance work that is to be carried out in relation to the Project Highway:

Group	Road & Length (kilometre)	Expected commencement date of Major Maintenance

Group -11	Faisalabad Ring Road (Four Sections) (97 KM)	Eight (8) years after Commencement Date
-----------	--	---

Please note that the abovementioned time periods are estimates and the Implementing Agency does not make any guarantees in relation to them. This information is being provided to the Bidders solely to aid them in better understanding the expected timelines in relation to the Major Maintenance works in relation to the Project Highway.

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, install, operate, maintain, and transfer the Project, and to exercise and/or enjoy the rights, powers, privileges, authorizations, and entitlements as set forth in the Bidding Documents (collectively the “**Concession**”).

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

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

3.5 Performance Guarantees

The Private Partner shall, for due and punctual performance of its obligations under the Bidding Documents, deliver to the Implementing Agency in a manner acceptable to Implementing Agency as prescribed in the PPP Contract: (i) prior to the execution of the PPP Contract, an irrevocable bank guarantee equal to PKR. 28,000,000 (Pakistan Rupees Twenty Eight Million) or five percent (5%) of the installation works cost, whichever is higher, for the installation phase of the Project (“**Installation Performance Guarantee**”); and (ii) and for each year of the operation and maintenance phase of the Project an irrevocable bank guarantee equal to PKR. 12,000,000 (Pakistan Rupees Twelve Million) or five percent (5%) of the O&M cost for the relevant Operational Year, whichever is higher (“**O&M Performance Guarantee**”). Such Performance Guarantees shall be valid in accordance with the terms of the PPP Contract.

3.6 Toll Revenue Sharing

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

For the first Operational Year, the Private Partner shall pay to the Implementing Agency the higher of:
(a) the Benchmark Revenue Sharing Figure; or
(b) the Percentage Revenue Shared multiplied by the Actual Revenue for the first Operational Year.

For each subsequent Operational Year, the Benchmark Revenue Sharing Figure shall increase by five percent (5%) per annum on a cumulative basis over the immediately preceding Operational Year (the “**Applicable Benchmark**”). The Private Partner shall pay to the Implementing Agency the higher of:

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

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

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

3.7 Project Monitoring

The Implementing Agency and Private Partner shall jointly appoint an Independent Engineer and Independent Auditor, through the Independent Engineer and Independent Auditor contracts, 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 through an escrow arrangement as provided for in the PPP Contract and the escrow agreement executed in accordance thereof.

3.8 Maintenance and Operation

The Private Partner shall be responsible to operate and maintain the Project that includes:

- i. Maintenance (which does not include Major Maintenance as per the PPP Contract) and Operation of the Concession Assets;
- ii. Toll Operations on the Project Highway;
- iii. Installation, upgradation and/or maintenance of toll plazas, weighbridges and other ancillary facilities on the Project Highway, as specified in the PPP Contract;
- iv. Installation and maintenance of Electronic Toll and Traffic Management Systems (ETTMS) (including e-tag systems) on the Project Highway; and
- v. All other obligations set-out in the PPP Contract and its Schedules.

4. BID PREPARATION AND SUBMISSION

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 in the preparation of any documents, designs, 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**. For foreign currencies, original figures in the foreign currency and the exchange rate used to calculate the Pakistani Rupees equivalent shall be provided.

4.3 Bid Validity

Bids shall be valid for a period of one hundred and eighty (180) days from the date of the Bid Submission Deadline. 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 10,000,000 (PAKISTANI RUPEES TEN MILLION)**, that shall remain valid for the duration of the Bid. The Bid Security shall be in the form of a call deposit, demand draft or irrevocable bank guarantee issued by a scheduled bank in Pakistan in the format provided in **Form 2 (Format of Bid Security)**, which shall remain valid until the date of expiry of the Bid Security Validity Period. The Implementing Agency shall get the Bid Security verified from the issuing bank. 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 the Letter of Award.

It is further clarified that no Bid Security in the form of an insurance guarantee shall be entertained. The Bidder shall ensure that the Bid Security remains valid for a period of thirty (30) days after the end of the original Bid Validity Period and thirty (30) days after any extension of the Bid Validity Period 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 least fifteen (15) 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 fifteen (15) 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 the operations and maintenance of the Project, and the installation of toll plazas, weighbridges, and ETTMS on the Project Highway. 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 stored on a non-rewritable USB.

The amount quoted in the Financial Proposal by the Bidder shall not include the costs of carrying out the Major Maintenance (as defined in the PPP Contract), which shall have a separate bidding process.

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;
- 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, and 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 Signing 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.

4.8 Bid Submission

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)**.

Each proposal shall be in a separate envelope indicating original or copy, as appropriate. The Prequalification, Technical, and Financial Proposals shall be placed in a 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"*.

Bids sent through fax or email shall not be considered.

4.9 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.

4.10 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.

4.11 Clarifications

A Bidder requiring any clarification on the Bidding Documents may send a written request (or by e-mail dspccwd@gmail.com with copy to the Infrastructure Specialist, Punjab Public Private Partnership Authority at infrastrc.spec@p4a.punjab.gov.pk) 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 as soon as possible by the Implementing Agency.

Electronic copies of the response(s), including an explanation of the query (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.

4.12 Taxation

By submitting a Bid, the Bidder shall be deemed to have accepted the obligations contained in this RFP. The Bidder shall set out in its Financial Model:

- (a) all applicable tax provisions, including the quantum and timing of each provision; and
- (b) the tax depreciation policy proposed for each category of asset.

The amount quoted by the Bidder in the Financial Proposal shall be stated exclusive of all applicable taxes.

4.13 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 valid legal instrument in the manner specified in **Form 7 Format of Consortium JV** providing such commitments shall be submitted with the Bid.

4.14 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. During 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. During the Bidding Process, 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.

4.15 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 Private Partner, as the case may be, if it determines that the Bidder or 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 the relevant Performance Guarantee, as the case may be.

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

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 for recommendation to the competent authority.

The BOEC does not have an obligation, responsibility, commitment, or legal liability toward any Bidder or any Bidder's collaborators arising from this RFP or any Bid submitted in response to it, or from the Bidding Process.

5.1 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 2 - Letter of Invitation** of this RFP. The Bidders' representatives who are present shall sign a register in evidence of their attendance.

The BOEC shall examine the Bids to determine whether they are complete and responsive, whether the requisite Bid Security has 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 10a (Summary of Financial Model)** as the 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

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 to 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 duly stamped and initialled by the Bidder(s);
- 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 signed and witnessed 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

Bidder Information
<p>The Bidder must provide the information required in Form 3A (Bidder Information Form)</p> <p>Relevant Form: Form 3A — Bidder Information Form</p>
Registration with PEC
<p>The Bidder must possess valid registration certificate of PEC in the Category CB/O2 or above (Attach valid PEC registration certificate). Where a Bidder's PEC registration has expired, the Bidder shall submit proof of a pending renewal in the form of a PEC issued receipt or a letter from PEC confirming that the renewal application is under process</p> <p>(Foreign firms, if participating in the bidding process, may follow the provisions stipulated in PEC bye laws for participating in the Bidding process).</p> <p><i>In the event that the Bidder is a JV/Consortium, the Lead Member must possess this certificate.</i></p>
Conflict of Interest
<p>The Bidder shall not have a Conflict of Interest. The “Conflict of Interest” means:</p> <ul style="list-style-type: none">(a) where 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;(b) receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;(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;(d) where 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. <p>The Bidder is required to submit an affidavit affirming the aforementioned points. This affidavit should be on a stamp paper of appropriate value attested by a notary public, while a foreign bidder's affidavit should be attested by a consulate or embassy of Pakistan in their country.</p>

Blacklisting

The Bidder is not blacklisted. Blacklisting means:

“Barring a bidder, contractor, consultant, or supplier from participating in any future procurement proceedings by the Pakistan Engineering Council/PPRA/any government, semi government, autonomous body”

Relevant Form:

Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation

The Bidder is required to submit an affidavit affirming the aforementioned point. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.

Litigation History

All pending litigation shall in total not represent more than fifty (50)% of the Bidder’s net worth and shall be treated as resolved against the Bidder.

Details of any such pending litigation should be provided in **Form 3B**. If there is no such pending litigation, the Bidder is required to submit an affidavit providing an affirmation to that effect. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.

Relevant Form:

Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation

History of Non-Performing Contracts

Any non-performance of a contract did not occur within the last five (5) years prior to the deadline for bid submission based on all 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 applicant have been exhausted.

The Bidder is required to submit an affidavit affirming the aforementioned point. This affidavit should be on a stamp paper of appropriate value attested by a notary public, whereas an affidavit by a foreign bidder should be attested by a consulate or embassy of Pakistan in their country.

The past performance of the applicant on all completed and ongoing projects may also be checked in coordination with other government departments.

Relevant Form:

Form 3B – Historical Contract Non-Performance, Blacklisting and Pending Litigation

Quality Policy

The Bidder shall submit a copy of the Quality Policy of the company.

Health & Safety Policy

The Bidder shall submit a copy of the Health & Safety Policy of the company.

Financial Situation

Minimum Net Worth of at-least PKR 350,000,000 (Pakistan Rupees Three Hundred and Fifty Million) (excluding any surplus on revaluation) as reflected in the latest annual audited financial statement.

Average Annual Turnover of at-least PKR 1,000,000,000 (Pakistan Rupees One Billion) for the last three (3) financial years.

(Minimum average annual turnover as mentioned above, calculated as total certified payments received for contracts in progress or completed, within the last 3-years, Submit Audited Financial Reports)

Relevant Form:

Form 3C – Financial Situation

Current Contract Commitments

Provide details of the current contractual commitments of the Bidder.

Relevant Form:

Form 3D – Current Contract Commitments/ Works in Progress

Work Experience

Similar work with cost and complexity (one similar project, experience in operations and 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 immediately prior to the Bid Submission Date.

To substantiate the work experience cited in the Bid, Bidders are required to submit completion certificate(s) issued by the relevant client for all completed projects. For

ongoing projects and works in progress, Bidders must provide a copy of the executed version of the contract as evidence of satisfactory execution.

Work experience shall only be considered for evaluation if the Bidder executed the relevant work entirely in its own capacity in the role of a contractor or management contractor, or as a member of a joint venture or consortium.

Foreign firms, if participating in the bidding process, may follow the provisions stipulated in PEC by laws for participating in the bidding process.

Relevant Form:

Form 3E – Details of Contracts of Similar Nature and Complexity completed over the last ten (10) - years

Shareholding structure of its proposed SPV

(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 seventy (70) 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	40
3.	Work Programme	05
4.	Work Methodology	05
5.	Key Personnel	10
6.	Equipment	10
	Total	100

The Technical Evaluation Criteria marks are mentioned in the Technical Evaluation table herein below.

For technical qualification, a bidder must score 70 or more marks.

Financial Soundness

Criteria		Maximum Awarded	Score
Average Annual Turnover for last 03 years (as latest Audited accounts)		15 Marks	
Group – 11	For Annual Turnover of Rs. 1000 Million (10 Marks) For each increment of Rs. 50 Million (1 Mark up to 5 mark)		
In the case of the Bidder being a JV/Consortium the aggregate average annual turnover of all the members of the JV Consortium will be considered.			
Minimum Net Worth		15 Marks	
Group – 11	For minimum net worth of Rs. 350 Million (10 Marks) For each increment of Rs. 50 Million (1 Mark up to 5 mark)		
In the case of the Bidder being a JV/Consortium the aggregate minimum net worth of all the members of the JV Consortium will be considered.			

Work Experience			
Criteria		Maximum Awarded	Score
General Operation and Maintenance Experience		20 Marks	
The Bidder shall be in the business of operation and maintenance at least for the number of years as specified below.			
Group – 11	For 5 years' experience (10 Marks) Experience under operation and maintenance contracts in the role of contractor, subcontractor, or management contractor for at least the last 10 years prior to the bid submission deadline and with activity in at least 6-months in each year. To substantiate the work experience cited in the Bid, Bidders are required to submit		

	<p>completion certificate(s) issued by the relevant client for all completed projects. For ongoing projects and works in progress, Bidders must provide a copy of the executed version of the contract as evidence of satisfactory execution.</p> <p>For each increment of 1-year' experience (2 Mark up to 10 Marks)</p>	
<p>Work experience shall only be considered for evaluation if the Bidder executed the relevant work entirely in its own capacity in the role of a contractor, subcontractor, or management contractor, or as a member of a joint venture or consortium.</p>		
<p>Specific Operation and Maintenance Experience</p>		<p>20 Marks</p>
<p>Group – 11</p>	<p>Similar Work with cost and complexity (one similar project, experience in operations and 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 e.g., NHA tolling contract), completed/ under progress in the past ten (10) years. To substantiate the work experience cited in the Bid, Bidders are required to submit completion certificate(s) issued by the relevant client for all completed projects. For ongoing projects and works in progress, Bidders must provide a copy of the executed version of the contract as evidence of satisfactory execution.</p> <p>For one similar project of value of Rs.500 Million (15 Marks) For each increment of Rs. 100 million (1 mark up to 5 mark)</p>	
<p>Work experience shall only be considered for evaluation if the Bidder executed the relevant work entirely in its own capacity in the role of a contractor, subcontractor, or management contractor, or as a member of a joint venture or consortium.</p>		

Work Programme

Criteria	Maximum Score Awarded
Detailed and Project Specific (05 Marks) Substantially Detailed (03 Marks) Sketchy (01 Marks)	05 Marks

Work Methodology	
Criteria	Maximum Score Awarded
Detailed and Project Specific (05 Marks) Substantially Detailed (03 Marks) Sketchy (01 Marks)	05 Marks

Key Personnel Qualification and Experience	
<p>The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements</p> <p>(All engineers must be registered with PEC, it is mandatory)</p> <p>(For all Engineers, the Bidders are required to submit PEC registration certificates and the signed CVs of personnel be attached as per Form 9B – CVs of Proposed Experts provided hereunder).</p> <p>(List of Key Personnel to be attached as per Form 9A – List of Key Personnel)</p>	
Criteria	Maximum Score Awarded
<p>Transportation Engineer(s) (At least 2)</p> <p>20 years or more experience. (2 Marks) 15 years to less than 20 years' experience (1.5 Marks) 10 years to less than 15 years' experience (1 Mark) Less than 10 years' experience (0 Mark)</p>	02 Marks
<p>Bridge and Structures Engineer(s) (MSc Structures)</p> <p>10 years or more relevant experience (2 Marks) 08 years to less than 10 years' relevant experience (1.5 Marks) 05 years to less than 08 years' relevant experience (1 Mark) Less than 05 years' relevant experience (0 Mark)</p>	02 Mark

<p>Financial Specialist (CA/ACCA/MBA/MSc (Preferably Major in Finance)/or equivalent)</p> <p>10 years or more relevant experience (01 Mark) 08 years to less than 10 years' relevant experience (0.75 Marks) 05 years to less than 08 years' relevant experience (0.50 Marks) Less than 05 years' relevant experience. (0 Mark)</p>	01 Mark
<p>Legal Specialist (LLB)</p> <p>10 years or more relevant experience (01 Mark) 08 years to less than 10 years' relevant experience (0.75 Marks) 05 years to less than 08 years' relevant experience (0.50 Marks) Less than 05 years' relevant experience (0 Mark)</p>	01 Mark
<p>Operation and Maintenance Engineer (BSc Civil Engineering)</p> <p>10 years or more relevant experience (02 Marks) 08 years to less than 10 years' relevant experience (1.5 Marks) 05 years to less than 08 years' relevant experience (1 Marks) Less than 05 years' relevant experience. (0 Mark)</p>	02 Mark
<p>Project Manager (BSc Civil Engineering)</p> <p>20 years or more relevant experience. (02 Marks) 15 years to less than 20 years' relevant experience (1.5 Marks) 10 years to less than 15 years' relevant experience (1.0 Mark) Less than 10 years' relevant experience. (0 Mark)</p>	02 Mark

Equipment		Maximum Score Awarded
<p>The Bidder must demonstrate that it has the key equipment listed hereafter. It is mandatory that all equipment should not be more than 10-years old (in accordance with the format provided in Form 9C Equipment).</p> <p>If the Bidder possesses all the key equipment: 10 marks. If the Bidder possesses none of the key equipment: 0 Marks</p>		10 Mark
Sr No	Name of Machinery	Req. No
1	Front End Loader 1.5m3	1
2	Dumper	3
3	Grader 140 HP	1

4	Combination Roller	1
5	Water Tank Tow Type inc Tractor	3
6	Static Tandem Roller	1
7	PTR 9 wheeler	1
8	Tractor	2
9	Concrete Mixer	1
10	Excavator Track / wheel type	1

Note:

1. The marks mentioned in the 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. For Leased/Rental equipment, the bidder must submit lease/rental agreement(s).
5. For leased/rental equipment the bidder will get 50% marks.
6. Proportionate marks shall be allocated based on the quantity of the equipment owned by the Bidder.

6.5 Financial Evaluation Criteria

The Financial Proposals of only those Bidders shall be opened who will qualify by scoring minimum 70 points, out of total 100 points for technical evaluation.

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

- (i) If the Reserve Price is met or exceeded, the highest Bidder shall be declared the Successful Bidder; however, if the Reserve Price is not, the provisions of (ii) to (iv) below shall apply.
- (ii) If no Bidder meets the Reserve Price, the Implementing Agency shall request all technically qualified Bidders to submit revised financial offers by a stipulated deadline. All Revised Offers obtained from Bidders must (a) be in writing and made within such time period as specified by the Implementing Agency; (b) be irrevocable and unconditional; (c) not be less in value than the value of the previous Financial Proposal of the Bidder; and (d) be valid for a time period, as stipulated by the Implementing Agency. All original offers will remain valid unless superseded by a compliant Revised Offer.
- (iii) Following the receipt of Revised Offers, if the highest revised Bid equals or exceeds the Reserve Price, that Bidder will be awarded the concession.
- (iv) If following receipt of the Revised Offers, the Reserve Price is still not achieved, the Implementing Agency, shall, at its sole discretion, either:
 1. grant the concession at the highest offer less than the Reserve Price; or
 2. cancel the instant bidding process altogether.

The evaluation of the Financial Proposal would be computed using the following metrics:

Evaluation Factor	Max. Score
Share in Revenues	100 Marks

These criteria are further elaborated as under:

Share in Revenues: The Bidder quoting the highest First Operational Year Revenue Share (as defined below) shall be awarded one hundred (100) marks. The Bidder quoting the second highest First Operational Year Revenue Shared (as defined below) would see their score reduced proportionately. The Financial Score for each Bidder shall be calculated as: $\text{Financial Score} = (\text{Bidder's first Operational Year Revenue Share} \div \text{Highest First Operational Year Revenue Share among all evaluated Bidders}) \times 100$. For the avoidance of doubt, the Bidder receiving the highest Financial Score shall be declared the Successful Bidder.

Where:

First Operational Year Revenue Share: ‘Percentage Revenue Shared’ X (multiplied by) ‘Expected Revenue’ of the Project for first Operational Year.

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

Expected Revenue shall mean the amount reflected as revenue (toll revenue and fees collected from overloaded vehicles based on the toll rates and fees on overloading as stated in Schedule P of the PPP Contract) for the First Operational Year in the Bidder’s Financial Model. Please note this Expected Revenue figure should represent the toll revenue and overloading fee collection figure after accounting for any deductions as per Bidder’s own assumptions.

7. AWARD

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 "**Letter of Award**").

The results of the Bidding Process shall be published on the Implementing Agency’s official website at least ten (10) days prior to Letter of Award and/or in accordance with the applicable laws.

7.2 Negotiation

The Implementing Agency may conduct contract negotiations with the selected Bidder in accordance with the provision 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 the 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 the 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:

- (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,

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.

7.5 Failure to sign the PPP Contract

Within a reasonable time period, to be determined by the Implementing Agency and as specified in the Letter of Award, the Successful Bidder shall execute the PPP Contract in the form provided in Volume II of this RFP. If the Successful Bidder fails to comply with the provisions of this Section, 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 an 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

Form 1 FORMAT OF COVERING LETTER

No: _____
Date: _____

Additional Secretary (Technical-III)
Communications and Works Department,
Government of Punjab
Old, Anarkali,
Lahore
PHONE: +92-42-99123746; +92-42-99210453

The undersigned,

Name: _____
Title/Position: _____
Company: _____

Re: Operations And Maintenance of the Faisalabad Ring 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 ‘Request for Proposals’ dated 16.05.2026 (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 PPP Contract (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 Operator 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 highest marked Financial Bid or any Bid you may receive.

4. GUARANTEES REQUIRED BY THE LENDERS AND PERFORMANCE GUARANTEES

We declare that we will be able to provide the guarantees required by the lenders for the Project, if required. In addition, if our Bid is accepted, we also undertake to provide the Installation and O&M Performance Guarantees (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 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 Bid (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 RFP 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 RFP, 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 RFP, 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 all information and documents required to be submitted in accordance with the terms of the RFP and the Bidding Documents, 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 Operations And Maintenance of the Faisalabad Ring Road , Punjab, Pakistan on a Management Contract (MC) 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 **Operations And Maintenance of the Faisalabad Ring 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 _____, 202- 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 Communications and Works Department, Government of Punjab (**Implementing Agency**).

NOW THEREFORE in consideration of 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 Pakistan Rupees ten million (PKR 10,000,000).
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 the Implementing Agency proceeding against the Bidder and notwithstanding any security or other guarantee the Implementing Agency may have in relation to the Bidder’s liabilities.
3. Any demand specified in paragraph 1 above, made by the 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.
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 favor 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 _____ 20__ 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 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

**FORM 3A
BIDDER INFORMATION FORM**

Company Profile

All individual firms and each partner of a joint venture submitting a 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:	Country:

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"/> Contract non-performance did not occur 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"/> Contract non-performance during the stipulated period:			
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"/> 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)

Pending Litigation

- No pending 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) **(An affidavit to be provided on a stamp paper of appropriate value attested by Notary Public)**
- Pending litigation** (All pending litigation shall in total not represent more than fifty percent (50%) of the Bidder's net worth and shall be treated as resolved against the Bidder)

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 (3) Financial Years

Information from Audited Financial Statements

	Year 2024-25 (PKR)	Year 2023-24 (PKR)	Year 2022-23 (PKR)
Total Assets			
Total Liabilities			
Net worth			
Average Annual Turnover			
Profits After Taxes			

- 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 an NTN certificate of their country duly attested by a consulate or embassy of Pakistan in 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 award or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments

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

FORM 3E

**DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER THE
LAST 10-YEARS**

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

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 **Operations And Maintenance of the Faisalabad Ring Road, Punjab, Pakistan on a Management Contract (MC) basis** in Punjab (“**the Project**”), including signing and submission of all documents and providing information / responses to the Communications and Works Department, Government of Punjab (**Implementing Agency**), representing us in all matters before the Implementing Agency, and generally dealing with the 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]

[Insert Name of the Bidder] (the “**Bidder**”) 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 Bidder 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 Bidder’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 Bidder beforehand.

The Bidder 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 Bidder 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 Bidder 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 Bidder agrees to indemnify the relevant Government Agency and the Government of Punjab and the Communications and Works Department, Government of Punjab for any loss or damage incurred by it on account of the Bidder’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 Bidder 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.

For and on behalf of the Bidder:

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], 202_ (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 **Operations And Maintenance of the Faisalabad Ring Road , Punjab, Pakistan on a Management Contract (MC) basis** in the country of Pakistan (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 PPP Contract (the “**PPP 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 Government of Punjab, acting through its Communication and Works Department, the entity 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 installation, operation, maintenance 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 a 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 PPP 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 the 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 another 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.

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.

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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*] thro
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.:

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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.:

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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.:

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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.:

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

Form 8 FORMAT OF AUTHORIZATION OF LEAD MEMBER

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

POWER OF ATTORNEY

WHEREAS, the Communications and Works Department, Government of Punjab (the Implementing Agency) has invited proposals from interested parties for the **Operations and Maintenance of the Faisalabad Ring Road , Punjab, Pakistan on a Management Contract (MC) basis** in Punjab Pakistan (“**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: _____

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

(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, 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.

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

Form 9 FORMAT OF TECHNICAL PROPOSAL

Date: _____

Additional Secretary (Technical-III),
Communications and Works Department, Government of Punjab,
Old Anarkali,
Lahore
(the **Implementing Agency**)

Subject: Technical Proposal – Operations and Maintenance of the Faisalabad Ring Road, 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: _____

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

INFORMATION TO BE ENCLOSED IN TECHNICAL PROPOSAL

The Technical Proposal shall provide information on how the Bidder intends to approach the Operations and Maintenance of the Faisalabad Ring 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.

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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

SR. NO	TITLE OF POSITION	NAME
1		
2		
3		
4		
5		

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

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;*

.....
 IMPLEMENTING AGENCY INITIALS

.....
 PRIVATE PARTNER INITIALS

**FORM 9C
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.

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

SR . NO	NAME OF EQUIPME NT	NAME OF MANUFACTURE R	MODE L AND POWER RATIN G	CAPACIT Y	YEAR OF MANUFACTUR E	CURRENT LOCATIO N
1						
2						
3						
4						
5						
6						

Note: Provide copies of ownership of equipment.

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

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

Note: Provide copies of Lease Agreement/ Rent Agreement

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

TENTATIVE PROGRAM OF PERFORMANCE

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide the following:

i) a bar chart sub-divided into sections for each road showing the major activities to be carried out for Operation and Maintenance Services and toll plaza, weighbridge and ETTMS Installation Works. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.

ii) a bar chart or schedule showing the usage of major equipment.

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

Form 10 FORMAT OF FINANCIAL PROPOSAL

Date: _____

Additional Secretary (Technical-III),
Communications and Works Department,
Government of Punjab,
Old Anarkali,
Lahore
PHONE: +92-42-99123746; +92-42-99210453
(the **Implementing Agency**)

We, [*insert name of Bidder*] hereby submit our Financial Proposal in response to your Request for Proposal dated 16.05.2026 (the “**RFP**”).

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

Item	Amount
Percentage Revenue Shared (%)	
Expected Revenue for the first Operational Year (PKR)	
First Operational Year Revenue Share (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: _____

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS

FORM 10a SUMMARY OF FINANCIAL MODEL

1. Key Financial Indicators

Year (after Project completion)	
Expected Revenue	
Expected Revenue Share with C&W	
Operations and Maintenance costs	
Taxes	
Expected Dividends	

2. Project Cost Breakup

Item	Total
Installation cost including taxes	
• Toll plaza	In PKR
• ETTMS	In PKR
• Weighbridge	In PKR
Insurance Cost (PKR)	In PKR
Other project costs	In PKR
<i>Total cost before contingency</i>	In PKR
Contingency	In PKR
Pre-Estimated Project Cost	In PKR

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

.....
IMPLEMENTING AGENCY INITIALS

.....
PRIVATE PARTNER INITIALS