



**STAGE TWO REQUEST FOR PROPOSALS (RFP)
MALIR EXPRESSWAY PROJECT
VOLUME I: INSTRUCTIONS TO STAGE ONE QUALIFIED BIDDERS**



**Local Government Department
Government of Sindh**



**Public Private Partnership Unit
Finance Department
Government of Sindh**

**Stage II
January 2019**



REFERENCE: MALIR EXPRESSWAY PROJECT

Dear Stage One Qualified Bidder,

The LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH (the **GoS**), hereby invites bids / proposals from the Stage One Qualified Bidders for the Malir Expressway Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Stage Two RFP.

This Stage Two RFP sets out, *inter alia*, the process for the selection of a Private Partner that will, pursuant to an agreement entitled ‘*Concession Agreement*’ (to be entered into between the GoS and the Concessionaire), build, finance, operate, maintain and transfer the Project Expressway which is described as follows:

Project Expressway shall be an access-controlled facility, starting point of which is before Jam Sadiq Bridge on Korangi Road that is on the right bank of Malir River and travelling along the Malir River up to the existing link road between N-5 and M-9 (2.4 km short of M-9), as illustrated in Annexure M (*Project Location Plan*). From this link road junction point, the alignment will take a left turn and following the link road route up to M-9, the approximate length of expressway is 39.4 km. The exiting portion of the link road between N-5 and M-9 will need modification to meet the requirements of expressway typical cross-section. Similarly, the existing trumpet interchange on M-9 will also be modified to meet the design requirements of the expressway.

This Stage Two RFP is being issued to the Stage One Qualified Bidders as part of the two-stage bidding process conducted pursuant to Rule 46 (3) of SPPRA Rules, for Malir Expressway Project.

Stage One Qualified Bidders shall submit their revised technical proposals, that conform with the technical standards, as set out in this Stage Two RFP, along with their financial proposals (the **Stage Two Proposal**). The Stage Two Proposals shall be evaluated against the criteria set out in this Stage Two RFP. The Financial Proposals of only those Bidders shall be opened and evaluated whose technical proposals, submitted under this Stage Two RFP, are found to be conforming with the criteria set out in this Stage Two RFP. The Bidder whose Financial Proposal achieves the highest financial score in accordance with this Stage Two RFP shall be considered as the Preferred Bidder for the Project.

The Malir Expressway Project (including the ownership of the Malir Expressway Project related assets) shall be handed over to the GoS at the end of the Concession Period.

The key tentative dates (as may be extended by the GoS in its discretion) in this stage of the selection process are as follows:

STAGE TWO	
Issuance of the Stage Two RFP (the Issuance Date)	January 04, 2019
Pre-Bid Meeting (Technical & Procurement) (the First Pre-Bid Meeting)	Issuance Date + 10 days
Pre-Bid Meeting (Financial and Legal) (the Second Pre-Bid Meeting)	First Pre-Bid Meeting + 4 days



Submission and opening of stage two technical proposals and submission of stage two financial proposals only (the Stage Two Proposal Deadline Date)	Second Pre-Bid Meeting + 46 days
Evaluation of stage two technical proposals and opening of stage two financial proposal (the Evaluation of Technical Proposals)	Stage Two Proposal Deadline Date + 21 days
Evaluation of stage two financial proposal (the Evaluation of Financial Proposals)	Evaluation of Technical Proposals + 14 days
Announcing the Preferred Bidder (the Announcement)	Evaluation of Financial Proposals + 10 days
Concession Agreement signing (the Signing Date)	Announcement + 15 days
Financial Close	Within 180 Days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of segment I construction (the Segment Substantial Completion Date)	18 months from the Commencement Date
Anticipated end of construction (the Substantial Completion Date)	30 months from the Commencement Date
Anticipated expiry of Concession Agreement and handover of facilities	25 years from the Substantial Completion Date

* In the event of any holiday occurring on the above-mentioned dates, the immediately succeeding business day will be considered as the day on which the respective milestone shall take place.

Each Stage One Qualified Bidder shall submit only the Stage Two Proposal including one (01) original and three (3) hard copies, with one soft copy (on CD / DVDs / USB) – and shall submit other supporting documents and forms, as identified in this Stage Two RFP, no later than **15:00 hours PST** by the Stage Two Proposal Deadline Date as per the guidelines given in Section 2 (*Data Sheet*).

We would like to thank the Stage One Qualified Bidders for their interest in the Malir Expressway Project.

All Stage Two Proposals must be submitted, as per the instructions provided in this Stage Two RFP, to:

ATTENTION : **PROJECT DIRECTOR / SPECIAL SECRETARY (TECHNICAL)**
LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS : Local Government Department, Ground Floor, Tughlaq House,
Karachi, Pakistan.

TELEPHONE : +92 21 9921 2314

Sincerely,

MR. Niaz Ahmed Soomro

PROJECT DIRECTOR, MALIR EXPRESSWAY PROJECT

PHONE: +92 21 99212 3414

ADDRESS: Sindh Secretariat, Tughlaq House, Shahrah-e-Attaturk Road, Karachi, Pakistan.



IMPORTANT NOTICE / DISCLAIMER

This Stage Two RFP and the attached documents are provided to the recipient solely for use in preparing and submitting its Stage Two Proposal for participation in the competitive bidding process conducted for the purposes of selection of a Private Partner to design, build, finance, operate, maintain and transfer the Project Expressway which is described as follows:

It may be noted that approximately last 2.4 km exiting portion of Link Road between N-5 and M-9 does not fulfil the requirements of the design standards and typical cross-section of the Project Expressway, as such this section will need modification to meet the Project Expressway design requirements. Also, the existing trumpet interchange on M-9 will also have to be modified to meet the design requirements of the Project Expressway.

It is anticipated at this stage that the Project Expressway will have at least seven (7) Interchanges with re-modelling of the M-9 Interchange.

Please refer to the location plan more particularly described and indicated in **ANNEXURE M** (*Project Location Plan*) of this Stage Two RFP for further reference. It is to be noted that the length of Project Expressway is tentative at this stage.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary set out in Volume 1 of this Stage Two RFP and, in case not defined in the Glossary, the Volume 2 (Draft Concession Agreement) attached as Volume 2 to this Stage Two RFP.

The Stage Two Proposals will be reviewed in accordance with the applicable laws. None of the Government of Sindh's entities and its relevant stakeholders in the Malir Expressway Project (including, *inter alia*, the GoS, the PPP Unit, the Finance Department, Government of Sindh and the TFEC) nor, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, make any representation (expressed or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the tender process for the Malir Expressway Project and the same shall have no liability for this Stage Two RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Malir Expressway Project. Neither these entities nor their employees, personnel, agents, consultants, advisors, legal advisors and contractors *etc.*, will be liable in any manner whatsoever to reimburse or compensate the recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon this Stage Two RFP or otherwise in connection with the Malir Expressway Project. Any Stage Two Proposal submitted in response to this Stage Two RFP by any of the Stage One Qualified Bidder shall be upon the full understanding and agreement of any and all terms of this Stage Two RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in this Stage Two RFP.

Any Stage Two Proposal / response to this Stage Two RFP submitted by a Stage One Qualified Bidder shall be construed based on the understanding that the Stage One Qualified Bidder acknowledges that prior to the submission of the Stage Two Proposal in response to this Stage Two RFP, the Stage One Qualified Bidder has, after a complete and careful examination, made an independent evaluation of this Stage Two RFP including, without any limitation, the scope of the Malir Expressway Project, the Project Requirements, the Applicable Standards, applicable laws, the Project Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes, the Draft Concession Agreement and all information provided by the GoS or obtained, procured or gathered



otherwise, and has determined to its complete satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations under the requirements of the Stage Two RFP and the Draft Concession Agreement. The GoS (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it and the Stage One Qualified Bidder shall have no claim whatsoever of any nature against the GoS in this regard.

This Stage Two RFP does not constitute a solicitation to invest, or otherwise participate, in the Malir Expressway Project, neither shall it constitute a guarantee on part of the GoS that a Concession will be awarded.



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GLOSSARY

Unless expressly specified otherwise, all capitalized terms used in this Volume 1 of Stage Two RFP shall bear the meaning ascribed thereto in this Glossary and, in case not defined below, such terms shall bear the meaning ascribed thereto in Volume 2 (Draft Concession Agreement) attached to this Stage Two RFP.

TERM	MEANING
AASHTO	American Association of State Highway and Transportation Officials.
Activities	All activities of the Private Partner (Concessionaire) and / or any of its representatives, agents, employees, affiliates, suppliers, contractors, or sub-contractors in the course of performing the Private Partner's obligations under the Draft Concession Agreement.
Anticipated Expiry Date	The date on which the Concession and all rights, titles, interests and benefits related thereto will expire, the same being the date falling on the 25 th yearly anniversary of the Substantial Completion Date.
Applicable Standards	The standards, requirements, criterion and timelines (as applicable) set out in relation to the Works, the Malir Expressway Project and its implementation, as defined in the Draft Concession Agreement.
ASTM	American Society for Testing Materials.
Benchmark Toll Revenue	The benchmark toll revenues set out in ANNEXURE N (Benchmark Toll Revenues in (PKR)).
Bid(s)	Any and all proposals and bids submitted by the Bidders as a response to the Stage Two RFP, that are prepared and submitted in accordance with the Stage Two RFP and are in compliance of the same.
Bidder	A Stage One Qualified Bidder that submits a Stage Two Proposal in response to the Stage Two RFP in accordance with the PPP Act and SPPRA Rules.
Bidder's Collaborator	The Bidder, a Member or Participant of the Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, contractors,



TERM	MEANING
	sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Bidder's Key Individuals.
Bid Price	The price of the bid which is calculated as per the below formula: 70% x Commercial Loan + 30% x GoS upfront support (GoS Class B Equity)
Bid Validity Period	The period of one hundred and twenty (120) days starting from the Stage Two Proposal Deadline Date.
Change in Ownership And / Or Control	Has the meaning given to that term in the Draft Concession Agreement.
Claims	Claims, legal action, lawsuits, grounds for action, debts, royalties, accounts, bonds, guarantees, actions for contribution, indemnity, commitments, contracts, losses (including indirect losses), damages, costs, grievances, enforcement, rulings, obligations, debts (including those related to or stemming from a lost opportunity), demands, and rights of any nature whatsoever, whether actual, pending, potential, or possible, legal, express or implicit, present or future, and known or unknown.
Class A Equity	The share capital issued to the shareholders of the Concessionaire (excluding the GoS). It represents a right of ownership in the company incorporated to undertake the Malir Expressway Project. This includes amounts invested upon the incorporation of or subsequently during the life of the Concession in accordance with Financial Model. Moreover, these shares shall be recipients of the Termination Payment (if applicable in terms of this Agreement).
Class B Dividends	Has the meaning given to that term in the Draft Concession Agreement.
Class B Equity	The share capital to be issued to the GoS which shall not be liable for non-performance by the Concessionaire under any circumstances whatsoever and for which the rate of return shall not be paid, accrued and / or applied and it shall have the right to Class B Dividends.
Commencement Date	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Commercial Loan	A contract for valuable consideration, under which the Private Partner obtains funds from a financier / lender or permission to use movable assets loaned or temporarily provided by the latter. This includes all borrowings, whether in the form of a bank loan, bonds, Islamic financing <i>etc.</i>
Commitment Form	The commitment form, in form and substance as attached to this Stage Two RFP as ANNEXURE F.
Compliant Proposal	Any Stage Two Proposal that: <ul style="list-style-type: none"> (i) meets the eligibility requirements specified in the Stage Two RFP; (ii) in the reasonable opinion of the TFEC, meets or surpasses all of the mandatory requirements for a Stage Two Proposal specified in the Stage Two RFP; (iii) meets the requirements of the Stage Two RFP sufficiently and in such a manner that the Stage Two Proposal would be considered to be complete, competitive, and submitted in good faith by a Bidder who intends to fulfil all the requirements of the Stage Two RFP; (iv) in the reasonable opinion of the TFEC, is sufficiently detailed and complete such that, if the TFEC decides that the Stage Two Proposal is compliant, the Financial Close, based on that Stage Two Proposal, could occur within the timeframe specified in the Stage Two RFP; and (v) meets all criteria and requirements stipulated in the Stage Two RFP.
Concession	Has the meaning given to that term in the Draft Concession Agreement.
Concessionaire	The SPV to be established and incorporated under the Applicable Laws for the purposes of the Malir Expressway Project by the enterprise or the Consortium that, further to the Stage One RFP and this Stage Two RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI / LOA. The Concessionaire shall be the entity that will enter into the Concession Agreement with the GoS.
Concession Period	Has the meaning given to that term in the Draft Concession Agreement.
Conflict of Interest	Has the meaning given to that term in Section 1.13 (<i>No Conflict</i>).



TERM	MEANING
Consortium	A Stage One Qualified Bidder comprised of a group of two or more enterprises formed to submit a Stage Two Proposal to carry out the Concession.
Consortium Power of Attorney	The power of attorney, to be signed by all the members of the Consortium appointing the Lead Member of the Consortium as the authorized representative of the Consortium, in the form attached as ANNEXURE E of this Stage Two RFP.
Construction Performance Security	Means a first demand irrevocable and unconditional bank guarantee, issued by a scheduled bank in Pakistan (with a minimum credit rating of at least 'AA-' as rated by JCR VIS or an equivalent rating by PACRA) acceptable to the GoS, in the form of a demand guarantee or a standby letter of credit, of an amount equal to two percent (2%) of the Project Cost.
Consultation and Selection Process / Competitive Selection Process	A two stage bidding process that includes, <i>inter alia</i> , the Stage One RFP; consultation with Stage One Qualified Bidders; attendance at Pre-Bid Meetings; issuance of the Stage One Draft Concession Agreement; receipt and consideration of comments from Stage One Qualified Bidders and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to the Stage One RFP; issuance of this Stage Two RFP to the Stage One Qualified Bidders, issuance of the Draft Concession Agreement, evaluation of the proposals submitted in response to the Stage Two RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the Stage One RFP or the Stage Two RFP; and execution of the Draft Concession Agreement.
Contractor	The engineering, construction, supply contractor engaged by the Private Partner/ Concessionaire for the construction of the Malir Expressway Project.
Defect Liability Period	The period commencing on the Substantial Completion Date and expiring on the date falling twenty-four (24) months following the Substantial Completion Date.
DFBOT	Design, finance, build, operate, maintain and transfer
Draft Concession Agreement	Means the draft concession agreement, in respect of Stage Two RFP.



TERM	MEANING
Effective Date	Has the meaning given to that term in the Draft Concession Agreement.
EPC Contract	Has the meaning given to that term in the Draft Concession Agreement.
Equity	The share capital of the Concessionaire, represented in PKR, subscribed to by any of the Concessionaire's shareholders for meeting the equity component of the total Project Cost and it shall be the sum of Class A Equity and Class B Equity.
Escalable Items	Has the meaning given to that term in the Draft Concession Agreement.
Final Project Construction Completion Certificate	Has the meaning given to that term in the Draft Concession Agreement.
Financial Close	Has the meaning given to that term in the Draft Concession Agreement.
Financial Model	The financial model submitted by the Bidder as part of its Stage Two Proposal that meets the requirements of this Stage Two RFP.
Financial Proposal	The financial proposal to be submitted by the Bidder with its Stage Two Proposal.
Financing Instruments	Any instrument which is to be issued to the Lenders for the purposes of Initial Financing of the Project
GoS Equity	The Class B Equity to be issued to the GoS which is capped at PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only) as proposed by the Bidder in the Financial Proposal.
GoS's Representative	Project Manager / Director, Malir Expressway Project, Local Government Department, Government of Sindh.
GoS Transaction Advisor	The transaction advisor(s) engaged and retained by the GoS in respect of the Malir Expressway Project.



TERM	MEANING
GoS Transaction Advisory Fee	Has the meaning given to that term in Section 1.20.2.
GoS Upfront Support	Means the GoS Equity.
Government of Sindh / GoS	Local Government Department, Government of Sindh.
Independent Auditor	Has the meaning given to that term in the Draft Concession Agreement.
Independent Engineer	Has the meaning given to that term in the Draft Concession Agreement.
Initial Financing	<p>The financing (equity and debt) proposed to be put into place by the Private Partner at the time of the Financial Close, which is sufficient for at least:</p> <ul style="list-style-type: none"> • carrying out all of the design and construction works relating to the Malir Expressway Project; and • achieving the Substantial Completion Date, <p>in each case, in accordance with the terms and conditions set forth in the Draft Concession Agreement.</p>
Insurance(s)	Has the meaning given to that term in the Draft Concession Agreement.
Integrity Pact	The instrument entitled ' <i>Integrity Pact</i> ' as attached to this Stage Two RFP as ANNEXURE I , duly signed by the GoS and the Stage One Qualified Bidder.
Joint Bidding Agreement	An agreement between the members of the Consortium, conveying, <i>inter alia</i> , the intent to form a joint venture SPV with shareholding / ownership equity commitment(s), in terms of Section 3.1.1 (b) of this Stage Two RFP.



TERM	MEANING
Key Individual	<p>An individual who holds one of the following positions for a Bidder:</p> <ul style="list-style-type: none"> • Project Director; • Assistant project director; • Person in charge of structure design; • Person in charge of design; • Person in charge of construction; • Person in charge of operations and maintenance; • Person in charge of design, construction, and operation; • Person in charge of structuring the financing; and any other individual designated as Key Individual by a Bidder.
Lead Member	<p>Any member of the Consortium that leads the Consortium throughout the Malir Expressway Project and liaises between the GoS and the Consortium, as appointed pursuant to the Consortium Power of Attorney and the Joint Bidding Agreement.</p>
Lenders	<p>Some or all of the individuals or legal persons who are participating or committed to participating in financing the Private Partner's Activities, whether in the form of loans or other Financing Instruments. These shall include:</p> <ul style="list-style-type: none"> • a bank or bank syndicate; • investors who purchase or agree to purchase debt securities with their own funds or funds under management.
Letter of Intent (LOI) / Letter of Award	<p>Has the meaning given to that term in Section 1.6.7.</p>
Malir Expressway Project	<p>Has the meaning given to the term "Project" in the Draft Concession Agreement.</p>



TERM	MEANING
Member	An enterprise that is part of a Stage One Participant on an exclusive basis and that will invest equity in the Private Partner.
Minimum Revenue Guarantee (MRG)	The amount of annual benchmark revenue guaranteed by the GoS, as set out in ANNEXURE N of this Stage Two RFP.
Non-Disclosure Agreement	An agreement to be executed by the Stage One Qualified Bidder/ Lead Member of the Consortium, in form as attached as ANNEXURE H of this Stage Two RFP.
O&M	The operations and maintenance of the Malir Expressway Project in accordance with the Applicable Standards.
Partial Completion Date	Has the meaning given to that term in the Draft Concession Agreement.
Participant	<p>An enterprise that is part of a Stage One Qualified Bidder on an exclusive basis and that will not invest Equity in the Concessionaire but will be responsible on behalf of a Bidder for at least one of the following elements:</p> <ul style="list-style-type: none"> • twenty five percent (25%) of the Concession's design work; • ten percent (10%) of the Concession's construction work; and • twenty five percent (25%) of the Concession's operations and maintenance activities.
PPP	Public Private Partnership.
PPP Act	The Sindh Public Private Partnership Act 2010 (as amended from time to time).
PPP Unit	The Public Private Partnership Unit of the Finance Department of the GoS.



TERM	MEANING
Pre-Bid Meetings	The meetings relating to the queries raised and clarifications sought by the prospective Stage One Qualified Bidders that are to be held on the dates set out in the Project Schedule set out in Section 1.17 below.
Preferred Bidder	The Bidder that will be declared successful by the TFEC and be selected by the GoS pursuant to the two stage Competitive Selection Process and in accordance with the terms of this Stage Two RFP to enter into the Concession Agreement and set up the Malir Expressway Project.
Preferred Bidder's Collaborator	The Preferred Bidder, a Member or Participant of the Preferred Bidder, any of their respective authorized officers, directors, managers, employees, supervisors, sub-contractors, consultants, advisors, representatives, agents, successors, and respective assigns, the Lenders and the Preferred Bidder's Key Individuals.
Private Partner	Means: <ul style="list-style-type: none"> the enterprise or the Consortium that, further to this Stage Two RFP and the final selection process, is declared the Preferred Bidder and issued the LOI/LOA for, <i>inter alia</i>, establishment of the Concessionaire for the purposes of entering into the Concession Agreement with the GoS; and the Concessionaire.
Project Construction Completion Date	The date on which the Final Project Construction Completion Certificate is issued by the Independent Engineer in accordance with the Draft Concession Agreement.
Project Cost	Means the estimated cost of the Malir Expressway Project, as specified in the Financial Model and being funded through the proceeds of the Initial Financing.
Project Director/Manager	Means the project director / manager of the Project Management / Implementation Unit, appointed by the GoS for purposes of the Malir Expressway Project and may be authorized by the GoS to enter into any GoS Agreements (excluding the Draft Concession Agreement) on behalf of GoS;
Project Expressway	Means approximately 39.4 km long road, namely Malir Expressway as more particularly described and indicated in the SCHEDULE F (Project Site) of the Draft Concession Agreement including bridges, culverts and other



TERM	MEANING
	appurtenances thereto, which shall form part of the Concession Assets and shall be developed in accordance with the Applicable Standards;
Project Milestone	Has the meaning given to that term in the Draft Concession Agreement.
Project Requirements	Has the meaning given to that term in the Draft Concession Agreement.
Project Site	Has the meaning given to that term in the Draft Concession Agreement.
Scheduled Substantial Completion Date	The date on which Substantial Completion is required to be achieved, the same being a date not later than thirty (30) months following the Commencement Date.
Security Deposit / Bid Security	The security deposit that a Bidder must provide, in the form of a bank guarantee/ pay order issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS (with a minimum rating of 'A' by JCR VIS or an equivalent rating by PACRA), in form and substance as attached hereto as ANNEXURE D and in the amounts and conditions specified in the Stage Two RFP.
Segment Substantial Completion	Has the meaning given to that term in the Draft Concession Agreement.
Segment Substantial Completion Date	Has the meaning given to that term in the Draft Concession Agreement.
Specific Judicial Forum	Has the meaning given to that term in the Draft Concession Agreement.
Specific Malir Construction Material	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
Specific Malir Construction Material Utilization Decision	Has the meaning given to that term in the Draft Concession Agreement.
SPPRA Rules	The Sindh Public Procurement Rules, 2010 (as amended from time to time).
SPV	Has the meaning given to the term in Section 1.6.7.
Stage One	The first stage of the two-stage bidding process that includes <i>inter alia</i> , the Stage One RFP; consultation with Stage One Qualified Bidder; attendance at Pre-Bid Meetings; issuance of the Stage One Draft Concession Agreement; receipt and consideration of comments from Stage One Qualified Bidder and information provided in response to a request from the GoS; evaluation of the proposals submitted in response to the Stage One RFP.
Stage One Qualified Bidder	An enterprise or consortium that has submitted a Stage One Technical Proposal in response to the Stage One RFP in accordance with the PPP Act and SPPRA Rules.
Stage One RFP/ Stage One Request for Proposals	This Request for Proposals and all volumes, appendices, and addenda thereto, including: <ul style="list-style-type: none"> • Volume 1 – Instructions to Stage One Qualified Bidders • Volume 2 – Stage One Draft Concession Agreement
Stage Two	The second stage of the two stage bidding process that includes, <i>inter alia</i> , issuance of this Stage Two RFP to the Stage One Qualified Bidders, issuance of the Draft Concession Agreement, evaluation of the proposals submitted in response to the Stage Two RFP; the selection of a Preferred Bidder; preparation, negotiation, acceptance, or rejection of any proposal; amendment, cancellation, interruption, or termination of the Stage Two RFP; and execution of the Draft Concession Agreement.
Stage Two Proposal	The proposal which will contain the revised technical bid as well as financial bid to be submitted by the Bidder after having revised the technical proposal from the first stage in response to this Stage Two RFP.



TERM	MEANING
Stage Two Proposal Deadline Date	The deadline for the Stage One Qualified Bidders to submit their Stage Two Proposals, as set out in Section 1.16 (<i>Project Schedule</i>) or any other date specified by the GoS by way of addenda.
Stage Two RFP/ Stage Two Request for Proposals	The Request for Proposals issued at Stage Two and all volumes, appendices, and addenda thereto, including: <ul style="list-style-type: none"> • Volume 1 – Instructions to Bidders • Volume 2 – Draft Concession Agreement
Stage Two Technical Proposal	The technical proposal submitted by the Stage One Qualified Bidder in response to this Stage Two RFP.
Substantial Completion	Has the meaning given to that term in the Draft Concession Agreement.
Substantial Completion Certificate	Has the meaning given to that term in the Draft Concession Agreement.
Substantial Completion Date	Has the meaning given to that term in the Draft Concession Agreement.
Technical and Financial Evaluation Committee / TFEC	The technical and financial evaluation committee formed by the GoS in accordance with the applicable laws of Pakistan for the purpose of analyzing and evaluating the Proposals.
Technical Specifications	All of the features and requirements relating to the Malir Expressway Project, as specified in the Draft Concession Agreement and the Stage One RFP and Stage Two RFP.
Toll Notification Structure	Has the meaning given to that term in the Draft Concession Agreement.



TERM	MEANING
TOR	Has the meaning given to that term in Section 1.1.4.
Users	All commuters using the road in a road vehicle.
Works	Has the meaning given to the term in the Draft Concession Agreement.



1. INFORMATION FOR STAGE ONE QUALIFIED BIDDERS

1.1 INTRODUCTION

- 1.1.1 Government of Sindh has envisaged the construction of the Project Expressway on Malir River, which will facilitate thousands of commuters and heavy traffic of Karachi port, Korangi industrial area, Landhi industrial area, steel mills, Port Qasim and other such areas towards upcountry through the national and super highways. It is also expected that the improved facility would help open these areas for creation of infrastructure such as better services for schools and health sectors, as these areas would become more accessible. The Malir Expressway Project will be one of the most strategic economic corridors of the city which on one hand provides a strategic link to the M-9 and on the second it is the main passageway to DHA Phase-9, Bahria Town, Education City, and several real estate schemes in the vicinity of M-9.

The Project Expressway is a six (6) lane dualized highway (having a total length of 39.4km) designed for high speed traffic starting before Jam Sadiq River Bridge on Korangi Road ending near Kathore at the junction of existing Link Road and M-9, including seven (7) interchanges having controlled access.

- 1.1.2 The main objective of the Malir Expressway Project is to, *inter alia*, construct a strategic expressway which would be required to carry the increased traffic on account of increased economic activities in the north of Karachi and hence will be an asset for the city. The Project Expressway will serve as the southern alternative route for carrying traffic of the port and industrial areas to the main highways, which is, *inter alia*, the scope of the Malir Expressway Project.
- 1.1.3 The recipients of this Stage Two RFP are hereby invited to submit a Stage Two Proposal in respect of the Malir Expressway Project and the services required for the Concessions given in Section 2 (*Data Sheet*).
- 1.1.4 A brief description of the Malir Expressway Project and its objectives are given in Section 2 (*Data Sheet*). Details are provided in Section 4 (*Terms of Reference*) (the **TOR**).
- 1.1.5 Stage One Qualified Bidders are encouraged to submit their respective Stage Two Proposals after visiting the Project Site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, the general and local conditions associated with implementing the Malir Expressway Project and any other matter considered relevant by them. All costs related to the visits to the Project Site shall be borne by the Stage One Qualified Bidders and, regardless of the Stage Two Proposal and the Competitive Selection Process outcome, the GoS shall not be liable in any manner for any costs incurred as a result of such visit(s).
- 1.1.6 Based on the comments and suggestions of the Stage One Qualified Bidders, the Stage Two RFP, Draft Concession Agreement and Technical Specifications (containing proposed amendments pursuant to the Stage One RFP, if any) are issued to the Stage One Qualified Bidders, reflecting changes that are accepted by the GoS, entirely at the GoS's discretion in accordance with the Applicable Laws. In case of any inconsistencies, the order of precedence, as determined by the GoS shall prevail.



- 1.1.7 While the information set out, or referred to, or included by reference in this Stage Two RFP, the GoS gives no representation whatsoever that this Stage Two RFP (or any instrument / document issued hereunder) is comprehensive or that it has been independently verified.
- 1.1.8 GoS does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information, or any information on which this Stage Two RFP is based, or any other background or reference information or documents prepared and made available to the Stage One Qualified Bidders, and any liability related to such information is hereby expressly disclaimed.
- 1.1.9 Stage One Qualified Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the GoS with respect to such information.
- 1.1.10 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Stage Two RFP and, therefore, the submission of Stage Two Proposals in response to this Stage Two RFP would be deemed as acceptance to the said terms.

1.2 AWARD OF CONCESSION

- 1.2.1 It is anticipated that through the Competitive Selection Process, one of the Stage One Qualified Bidders will be selected to become the Preferred Bidder, who will then be offered the opportunity to incorporate the SPV in terms of the Stage Two RFP and the LOI / LOA, which SPV shall subsequently enter into the Draft Concession Agreement (as the Concessionaire) for the purposes of the Malir Expressway Project.
- 1.2.2 The award of Concession shall be made to such Stage One Qualified Bidder who is compliant with the technical and financial parameters as set out in this Stage Two RFP.

1.3 STRUCTURE OF THE STAGE TWO RFP

- 1.3.1 This Stage Two RFP contains the following two (2) volumes and their respective appendices and schedules:

VOLUME 1: INSTRUCTIONS TO STAGE ONE QUALIFIED BIDDERS;

VOLUME 2: DRAFT CONCESSION AGREEMENT.

1.4 NO OBLIGATION TO SELECT OR PROCEED

- 1.4.1 Notwithstanding any other section in this Stage Two RFP, by submission of a Stage Two Proposal by a Stage One Qualified Bidder, such Stage One Qualified Bidder and each firm, corporation or individual member of the same, acknowledges and agrees that:
- a. the GoS may, at its sole discretion, refuse to consider and completely withdraw from the Consultation and Selection Process; or decide to terminate the entire bidding process without assigning any reason whatsoever; or decide to proceed with the Malir Expressway Project under a new procurement process (including any new PPP



procurement process); or decide to proceed with the Malir Expressway Project in some manner other than as a PPP; or reject any Stage Two Proposal that, in the sole opinion of the GoS, is incomplete or irregular, contains exceptions or deviations that are unacceptable to the GoS, or contains false or misleading statements, claims, or information, or omits any material information that must be submitted under the Stage Two RFP by a Stage One Qualified Bidder or a Bidder's Collaborator, or for any other reason whatsoever;

- b. the GoS's decision with respect to the compliance or non-compliance of a Stage Two Proposal shall be final and binding and that the GoS shall in no way be obliged to consult the Bidder in making its decisions; and
- c. any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of the terms related to the aforementioned points (a) and (b) and therefore the submission of the Stage Two Proposals in response to this Stage Two RFP would be deemed as an acceptance to the aforesaid terms.

1.5 COSTS AND EXPENSES INCURRED BY THE STAGE ONE QUALIFIED BIDDERS

- 1.5.1 All costs, expenses and liabilities incurred by any Stage One Qualified Bidder (including all its Consortium members, as applicable) in connection with the preparation and submission of the Stage Two Proposals, including the provision of any additional information, attendance at meetings, conducting due diligence, visits to the Project Site, engagement of consultants, advisors and contractors *etc.*, and in discussion with the GoS shall be, in each case, borne by the Stage One Qualified Bidders (including all its Consortium members, as applicable).

1.6 DOCUMENTS

- 1.6.1 Stage One Qualified Bidders must prepare and submit their Stage Two Proposals in full compliance with the requirements of this Stage Two RFP together with the submission of the documents, forms and instruments required for submission under this Stage Two RFP.
- 1.6.2 Stage One Qualified Bidders requiring any clarification regarding this Stage Two RFP and / or any documents / forms and instruments to be submitted pursuant to this Stage Two RFP must notify the GoS, in writing, not later than four (4) business days prior to the respective Pre-Bid Meeting relating to the Stage Two RFP matters, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS. Any request for clarification in writing, or by email, shall be sent to the GoS's address indicated in Section 2 (*Data Sheet*). The GoS shall respond in writing or by email to such requests and copies of the response shall be sent to all Stage One Qualified Bidders.
- 1.6.3 At any time before the submission of the Stage Two Proposals, the GoS may for any reason, whether at its own initiative or in response to a clarification requested by the Stage One Qualified Bidders, modify any of the documents listed in Section 2 (*Data Sheet*) by amendment. The amendment shall be sent in writing or by email to all the Stage One Qualified Bidders and shall be binding on them. The GoS may, at its sole discretion, extend the deadline for the submission of Stage Two Proposals.
- 1.6.4 Each Stage One Qualified Bidder (and in case the Stage One Qualified Bidder is a Consortium, the Lead Member) shall nominate a representative with whom the GoS should liaise and shall provide such representative's details including designation and all relevant



contact details. Legal documentation (*e.g.* power of attorney, board resolutions and / or other legally binding authorization) for appointment of the authorized representative of the Stage One Qualified Bidder (and in case the Stage One Qualified Bidder is a Consortium, the Lead Member) shall be provided with the Stage Two Proposal.

1.6.5 SUBMISSION OF THE PROPOSALS

- 1.6.5.1 Since two stage Consultation and Selection Process is being followed by the GoS for the Malir Expressway Project, each Stage One Qualified Bidder shall submit their Stage Two Proposal(s), on or before the Stage Two Proposal Deadline Date. The Stage Two Proposal includes revised technical and financial proposal (including Bid Security). Upon submission of the Stage Two Proposal, the Stage One Qualified Bidders will be referred to as Bidders.

Each Stage Two Proposal shall be in a separate envelope indicating the proposal as original or copy clearly marked as “ORIGINAL” and “COPY”, as appropriate. The technical proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and the Financial Proposal in the sealed envelope clearly marked “FINANCIAL PROPOSAL”. These two (2) envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in Section 2 (*Data Sheet*). The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF THE TECHNICAL AND FINANCIAL EVALUATION COMMITTEE”. Any Bidder who submits or participates in more than one (1) Bid will be disqualified.

- 1.6.5.2 The original and each copy of the Stage Two Proposal shall be prepared in indelible ink and shall be signed by an authorized representative of the Stage One Qualified Bidders. The representative’s authorization shall be confirmed by a written power of attorney accompanying the Stage Two Proposals.
- 1.6.5.3 Each Stage Two Proposal should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the Stage Two Proposal must be signed and stamped in original by the Stage One Qualified Bidder’s authorized representative. All the pages must be numbered starting from the first page to the last. **Any Stage Two Proposal not adhering to these requirements shall be rejected.**
- 1.6.5.4 In case of any discrepancy between the original and the copies of the Stage Two Technical Proposal, the original shall prevail.
- 1.6.5.5 The Stage Two Proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Stage One Qualified Bidders themselves. Any such corrections shall be initialled by the authorized person or persons signing the Stage Two Proposal.
- 1.6.5.6 The Stage Two Proposals shall be delivered on or prior to the Stage Two Proposal Deadline Date, and the Stage Two Proposals shall be opened the at Stage Two Proposal Deadline Date.



- 1.6.5.7 The Stage Two Proposals shall be valid for the number of days stated in Section 2 (*Data Sheet*) from the date of their submission. During this period, the Stage One Qualified Bidders shall keep available the professional staff proposed for the assignment. The GoS shall make its best effort to complete the procedure at the location stated in Section 2 (*Data Sheet*) and within the time stated in Section 2 (*Data Sheet*).
- 1.6.5.8 In case of a Consortium, a Joint Bidding Agreement shall also be submitted by the Stage One Qualified Bidders, specifically appointing a Lead Member of the Consortium and identifying the roles of each Consortium Member. Any new member added to a Consortium shall be subject to the terms and conditions of this Stage Two RFP.
- 1.6.5.9 The Integrity Pact, duly signed by the GoS and the Stage One Qualified Bidders (in case the Stage One Qualified Bidder is a Consortium, by the Lead Member), shall be submitted.
- 1.6.5.10 Either a board resolution or an authority letter, authorising the person(s) signing the Stage Two Proposal on behalf of the Stage One Qualified Bidder, shall be submitted. In case a Stage One Qualified Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Stage One Qualified Bidder shall be submitted.
- 1.6.5.11 Each Stage One Qualified Bidder shall provide a Bid Security in a sealed envelope with its Financial Proposal and such Bid Security shall be required to be valid for an initial period of one hundred and twenty (120) Days plus twenty-eight (28) Days beyond the original bid validity period making it a total of one hundred and forty-eight (148) days from the Stage Two Proposal Deadline Date.
- 1.6.5.12 The TFEC will evaluate the Stage Two Proposals proposals to select the Preferred Bidder. The Preferred Bidder that, *inter alia*, submits a Compliant Proposal which meets all the requirements in the Stage Two RFP required by the GoS for implementing the Malir Expressway Project, and which will have the highest financial score based on the financial evaluation criteria set out in this Stage Two RFP.
- 1.6.6 **NOT USED**
- 1.6.7 **FINALIZATION OF THE TRANSACTION**

Following completion of the bidding process under this Stage Two RFP, once the Preferred Bidder is announced, necessary negotiations will take place to finalise the Draft Concession Agreement, provided that such negotiations shall not amend or vary any financial and / or technical aspects on which the Stage Two Proposals are invited. After the Preferred Bidder is selected, the GoS shall issue a letter of intent / award (the **Letter of Intent / LOI**) to the Preferred Bidder, which shall require the Preferred Bidder to accept the LOI in terms of the timelines contemplated in the LOI. Issuance of the LOI shall be subject to the necessary approvals and recommendations of the competent authority(ies).



The Preferred Bidder shall, as a key condition of the Stage Two RFP and the LOI (subsequent to the issuance of the LOI), procure, *inter alia*, incorporation of a “*special purpose vehicle / company*” (the **SPV**) that shall be a locally registered company incorporated in accordance with the laws of Pakistan and such SPV shall be the Concessionaire for the purposes of the Malir Expressway Project. The SPV shall, upon incorporation and finalization of the Draft Concession Agreement, enter into the Draft Concession Agreement (*as the Concessionaire*) for the purposes of the Malir Expressway Project. The Concessionaire shall be obligated to replace the Bid Security (prior to the expiry of the Bid Security) with the Construction Performance Security in terms of the LOI prior to the Effective Date.

The Construction Performance Security shall be submitted by the Concessionaire, subsequent to the issuance of the LOI, which shall be valid from the date of its submission until the timelines contemplated by the Draft Concession Agreement and must be fully compliant with the format provided in the Draft Concession Agreement.

Should the Bidder refuse to sign the final version of the Draft Concession Agreement with the GoS in the agreed-upon form and content, the GoS shall be entitled to encash the full amount of the Bid Security or the Construction Performance Security (as the case maybe) and retain and use the proceeds at its sole discretion.

In the event that the Preferred Bidder fails to provide the Construction Performance Security to the GoS sixteen (16) days prior to the expiry of the Bid Security, the GoS shall become entitled, fifteen (15) days prior to the expiry of the Bid Security, to encash the Bid Security in full.

1.7 POTENTIAL CHANGES TO OR TERMINATION OF THE CONSULTATION AND SELECTION PROCESS

- 1.7.1 The GoS may, at its sole discretion, at any time, and for any reason whatsoever, without becoming liable to any Stage One Qualified Bidder or to any other party, by way of addenda, modify, amend, or otherwise change all or any part of the Stage Two RFP, including by amending the Consultation and Selection Process, by modifying the limits and scope of the Concession of Malir Expressway Project, by extending any deadline or time limit (including the deadline for setting up the Concession) specified herein, or by suspending, postponing, or terminating all or any part of the Competitive Selection Process. Any addendum shall be issued by the GoS in writing and the same will be explicitly identified as an addendum to this Stage Two RFP.
- 1.7.2 Without limiting the scope of Section 1.7.1, even though the GoS intends to name a Preferred Bidder and sign a Concession Agreement, if the GoS fails to receive at least one (1) Compliant Proposal for which all government approvals (excluding the environmental approbations required) have been obtained, the GoS reserves the right to terminate the Competitive Selection Process.
- 1.7.3 If the GoS terminates the Competitive Selection Process, the GoS reserves the right to proceed with all or any part of the Malir Expressway Project, including the use of some or all of a Stage One Qualified Bidder’s ideas and concepts, based on the approach that the GoS considers to be most suitable, which does not exclude the involvement of one or more of the initially selected Preferred Bidder’s collaborators.



- 1.7.4 In the event that the GoS rejects or annuls all the Stage Two Proposals, it may, at its discretion, invite all eligible Stage One Qualified Bidders to submit fresh Stage Two Proposal or restart the Competitive Selection Process.
- 1.7.5 The GoS reserves the right to terminate the Competitive Selection Process. The GoS shall, upon request by any of the Stage One Qualified Bidder, communicate to such Stage One Qualified Bidder, grounds for the cancellation of bidding process, but is not required to justify such grounds.
- 1.7.6 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.7 (*Potential Changes To Or Termination Of The Consultation and Selection Process*) and, therefore, the submission of Stage Two Proposal in response to this Stage Two RFP would be deemed as an acceptance to the said terms.
- 1.8 NO CONTRACT**
- 1.8.1 No contract whatsoever is created by or arises from this Stage Two RFP (with the exception of the Commitment Form found in **ANNEXURE F**), which, under no circumstances, constitutes an offer to enter into a contract with any party whatsoever.
- 1.8.2 The GoS and / or the TFEC do not have an obligation, responsibility, commitment, or legal liability towards any Stage One Qualified Bidder or any Bidder's Collaborators arising from this Stage Two RFP or any Stage Two Proposal submitted in response to it, or from the Competitive Selection Process.
- 1.8.3 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.8 (*No Contract*) and therefore the submission of Stage Two Proposal in response to this Stage Two RFP would be deemed as an acceptance to the said terms.
- 1.9 NO COLLUSION**
- 1.9.1 By submitting a Stage Two Proposal, the Stage One Qualified Bidder and each firm, corporation or individual member of the Stage One Qualified Bidder represents and confirms to GoS with the knowledge and intention that GoS may rely on such representation and confirmation that its Stage Two Proposal has been prepared without collusion or fraud, and is in fair competition with the other Stage One Qualified Bidders and the Stage Two Proposal of the other Stage One Qualified Bidders.
- 1.9.2 GoS reserves the right to disqualify any Stage One Qualified Bidder that, in GoS's opinion, has engaged in collusion in connection with the Malir Expressway Project.
- 1.10 PROJECT TEAM**
- 1.10.1 The Local Government Department, Government of Sindh is managing the PPP process and coordinating activities related to the Competitive Selection Process and matters relating to the same.



- 1.10.2 The GoS has designated a Project Director who has been mandated to oversee the entire work required to be carried out in respect of the Malir Expressway Project.
- 1.10.3 Any other person or enterprise that has a contract with the GoS to work on this Malir Expressway Project is ineligible to participate in the Competitive Selection Process, unless specifically exempted by the GoS.

1.11 NO LOBBYING

- 1.11.1 The Stage One Qualified Bidders and the firm, corporation or individual members of a Stage One Qualified Bidder, will not attempt to communicate, directly or indirectly, with any representative of the GoS and / or the TFEC at any stage of this Stage Two RFP process (including during the evaluation process), except as expressly directed or permitted by GoS, or except as may be required and permitted under another procurement competition, project or other assignment, in which event the Stage One Qualified Bidder will not have any discussions regarding the Malir Expressway Project.
- 1.11.2 The GoS reserves the right to disqualify any Stage One Qualified Bidder that, in GoS's opinion, has engaged in lobbying in connection with this Malir Expressway Project.

1.12 NO CLAIMS

- 1.12.1 The GoS shall not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Stage One Qualified Bidder or any firm, corporation or individual member of a Stage One Qualified Bidder, in preparing and submitting a Stage Two Proposal or participating in negotiations for the Draft Concession Agreement or any other activity related to or arising out of this Stage Two RFP. In furtherance of the foregoing, the Stage One Qualified Bidder shall participate in the Competitive Selection Process based on a clear understanding that the GoS, its entities and its relevant stakeholders in the Malir Expressway Project (including, *inter alia*, the Local Government Department, Government of Sindh, the PPP Unit, Finance Department, Government of Sindh and the TFEC) and, in each case, their employees, personnel, agents, consultants, advisors, legal advisors and contractors etc., stand released from such claims. For avoidance of doubt, the afore-stated release and its acceptance by the Stage One Qualified Bidders is a pre-condition to participation in the Competitive Selection Process.

1.13 NO CONFLICT

- 1.13.1 There shall be no conflict of interest (the **Conflict of Interest**) of any of the Stage One Qualified Bidders that affects the Competitive Selection Process. In case a Stage One Qualified Bidder contemplates any Conflict of Interest till the issuance of the LOI, it shall immediately notify the GoS in writing of such Conflict of Interest and the GoS, in its sole discretion, shall decide whether such conflict constitutes a Conflict of Interest. In case any Stage One Qualified Bidder is found to have a Conflict of Interest, it shall be disqualified. In the event of disqualification, the GoS shall encash and appropriate the Bid Security (submitted by the Stage One Qualified Bidder in accordance with the terms of the Stage Two RFP), as mutually agreed genuine pre-estimated compensation and damages payable to the GoS for, *inter alia*, the time, cost and effort of the GoS, including consideration of such Stage One Qualified Bidder's Stage Two Proposal, without prejudice to any other right or remedy that may be available to the GoS hereunder or otherwise. Without limiting the generality of the



above, a Stage One Qualified Bidder shall be considered to have a Conflict of Interest that affects the Competitive Selection Process, if, *inter alia*:

- a) such Stage One Qualified Bidder (or any constituent thereof) and any other Stage One Qualified Bidder (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding in a Stage One Qualified Bidder, or a constituent thereof in the other Stage One Qualified Bidder (s) (or any of its constituents), is less than one percent (1%) of its paid up and subscribed capital; or
- b) a constituent of such Stage One Qualified Bidder is also a constituent of another Stage One Qualified Bidder; or
- c) such Stage One Qualified Bidder receives or has received any direct or indirect subsidy from any other Stage One Qualified Bidder, or has provided any such subsidy to any other Stage One Qualified Bidder (other than the subsidy is made to one Stage One Qualified Bidder, as allowed in subsection (a) above); or
- d) such Stage One Qualified Bidder has the same legal representative for purposes of the Bid as any other Stage One Qualified Bidder; or
- e) such Stage One Qualified Bidder has a relationship with another Stage One Qualified Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Stage One Qualified Bidder of either or each of the other Stage One Qualified Bidder; or
- f) such Stage One Qualified Bidder has participated as a consultant to the GoS in the preparation of any documents, design or Technical Specifications of the Malir Expressway Project.

- 1.13.2 A Bidder shall be liable for disqualification and forfeiture of its Bid Security if any legal, financial or technical adviser of the GoS in relation to the Project is engaged by the Stage One Qualified Bidder in any manner for matters related to or incidental to the Project during the Competitive Selection Process.

In the event any such adviser is engaged by the Preferred Bidder or the Concessionaire, as the case may be, without prejudice to any other right or remedy of the GoS (including the encashment and appropriation of the Bid Security or the Construction Performance Security, as the case may be) which the GoS may have thereunder or otherwise, the LOI or the Concession Agreement, as the case may be, shall be liable to be terminated without the GoS being liable, in any manner whatsoever, to the Preferred Bidder or Concessionaire for the same.

- 1.13.3 The GoS reserves the right to disqualify any Stage One Qualified Bidder that in the GoS's opinion has a Conflict of Interest, whether such conflict exists now or is likely to arise in the future.

- 1.13.4 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 1.13 (*No Conflict*) and



therefore the submission of Stage Two Proposal in response to this Stage Two RFP would be deemed as an acceptance to the said terms.

1.14 NOT USED

1.15 CONFIDENTIALITY

- 1.15.1 Information relating to the examination, clarification, evaluation and recommendation for the Stage One Qualified Bidder shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the GoS in relation to, or matters arising out of, or concerning the Competitive Selection Process. The GoS will endeavour to treat all information, submitted as part of the Stage Two Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The GoS 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, is required under the Applicable Laws, or it is to enforce or assert any right or privilege of the statutory entity and / or the GoS.
- 1.15.2 All information supplied by GoS in connection with this Stage Two RFP, including the documents shared as a part of the data room, shall be treated as confidential and the Stage One Qualified Bidders shall not, without the prior written consent of GoS, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by law). Subject to the provisions of this Stage Two RFP, the bidding documents shall remain the property of the GoS and are transmitted to the Stage One Qualified Bidders solely for the purpose of preparation and submission of the Stage Two Proposal in accordance herewith. The GoS will not return any Stage Two Proposal / Bid or any information provided along therewith.
- 1.15.3 The Stage Two RFP and every part of it and all other information provided by or on behalf of the GoS must be treated as private and confidential. Stage One Qualified Bidders shall not disclose the fact that they have been invited to submit a Stage Two Proposal or release details of the Stage Two RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Stage Two Proposal.
- 1.15.4 Stage One Qualified Bidders shall not at any time release any information concerning the Stage Two RFP and / or their Stage Two Proposal and / or any related documents and / or any negotiation and/or any discussion with GoS in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of the GoS.
- 1.15.5 Each Stage One Qualified Bidder undertakes to indemnify GoS and to keep GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 1.15 (*Confidentiality*).
- 1.15.6 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 1.15 (*Confidentiality*) and therefore the submission of the Stage Two Proposal in response to this Stage Two RFP would be deemed as an acceptance to the said terms.



1.16 PROJECT SCHEDULE

The tentative Competitive Selection Process schedule (as may be amended by GoS in its discretion) is as follows:

STAGE TWO	
Issuance of the Stage Two RFP (the Issuance Date)	January 04, 2019
Pre-Bid Meeting (Technical & Procurement) (the First Pre-Bid Meeting)	Issuance Date + 10 days
Pre-Bid Meeting (Financial and Legal) (the Second Pre-Bid Meeting)	First Pre-Bid Meeting + 4 days
Submission and opening of stage two technical proposals and submission of stage two financial proposals only (the Stage Two Proposal Deadline Date)	Second Pre-Bid Meeting + 46 days
Evaluation of stage two technical proposals and opening of stage two financial proposal (the Evaluation of Technical Proposals)	Stage Two Proposal Deadline Date + 21 days
Evaluation of stage two financial proposal (the Evaluation of Financial Proposals)	Evaluation of Technical Proposals + 14 days
Announcing the Preferred Bidder (the Announcement)	Evaluation of Financial Proposals + 10 days
Concession Agreement signing (the Signing Date)	Announcement + 15 days
Financial Close	Within 180 Days of Signing Date
Concession Period	
Anticipated start of design, planning and surveys	10 days from Signing Date
Anticipated end of design, planning and surveys	120 days from Signing Date
Anticipated start of construction (the Commencement Date)	180 Days from Signing Date
Anticipated end of segment I construction (the Segment Substantial Completion Date)	18 months from the Commencement Date
Anticipated end of construction (the Substantial Completion Date)	30 months from the Commencement Date
Anticipated expiry of Concession Agreement and handover of facilities	25 years from the Substantial Completion Date

1.17 INSURANCES

- 1.17.1 If a Stage One Qualified Bidder is selected as the Preferred Bidder, it understands, undertakes and confirms that it shall be responsible for procuring Insurances in respect of the Malir Expressway Project. All fees, costs and other expenditures relating to such Insurances shall



be borne by the Concessionaire. Furthermore, the cost for Insurances may be included in the financial plan by the Stage One Qualified Bidders.

1.18 NOT USED

1.19 TRANSACTION ADVISORS AND TRANSACTION ADVISORY FEE

- 1.19.1 The GoS has retained the GoS Transaction Advisor for assisting the GoS for developing an effective framework for the development of the Malir Expressway Project and selection of the Concessionaire amongst the Stage One Qualified Bidders through a fair and transparent competitive bidding process.
- 1.19.2 The Authority Transaction Advisory fee which is zero point one five percent (0.15%) of the construction cost (as set out in the Financial Model) accrued as a result of their services rendered to the GoS in respect of the Malir Expressway Project (the **GoS Transaction Advisory Fees**) shall be payable directly to the GoS Transaction Advisors by the Concessionaire in accordance with the terms of the Draft Concession Agreement (as contemplated in the Draft Concession Agreement). Furthermore, the Concessionaire shall be responsible for payment of all taxes applicable on GoS Transaction Advisory Fees.



2. DATA SHEET

2.1 INFORMATION FOR STAGE ONE QUALIFIED BIDDERS

2.1.1 THE ASSIGNMENT

The Malir Expressway Project is Design, Finance, Built, Operate, Maintain and Transfer - DFBOT of the Project Expressway which is described in Section 1 (*Information for Stage One Qualified Bidders*) above.

2.1.2 PROJECT DESCRIPTION

The Project Expressway will be a six (6) lane dual carriageway with a New Jersey Barrier in between (see typical cross-sections). Approximate length at this bidding stage is established as 39.4 km, which will be firmed up at detailed design stage.

Detailed description of start and end points and other information of the Project Expressway are provided in Section 1 (*Information for Stage One Qualified Bidders*) above.

In addition to the matters set out in this Stage Two RFP, it is currently envisaged that the term of the Concession will be for the Concession Period. The GoS expects the term to include approximately two and a half (2.5) years of design and construction period and twenty-five (25) years of operating period – such operating period to commence on the Substantial Completion Date in accordance with the Draft Concession Agreement.

It is clarified that the Concessionaire shall be entitled to collect toll revenue on the achievement of Segment Substantial Completion. Such toll revenue shall be allocated in accordance with Section 17.4.1 of the Draft Concession Agreement. Nonetheless, the Concession Period shall remain the same and the MRG payments shall only be available once Substantial Completion has been achieved.

Following the expiry of the Concession Period, ownership of the Malir Expressway Project related assets shall be transferred to the GoS. The Malir Expressway Project shall be structured as a Draft Concession Agreement between GoS and the Concessionaire (being the SPV to be established and incorporated under the laws of Pakistan for the purposes of the Malir Expressway Project by the enterprise or the Consortium that, further to this Stage Two RFP and the final selection process, is declared the Preferred Bidder and is issued the LOI). The Concession will be awarded through a Competitive Selection Process open to Stage One Qualified Bidders.

2.1.3 PRE-BID MEETING

2.1.3.1 The Pre-Bid Meetings will be held at:

VENUE: FIRST FLOOR COMMITTEE ROOM, LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH, TUGHLAQ HOUSE, SHAHRA-E-ATTATURK ROAD, KARACHI, PAKISTAN.

2.1.3.2 Queries and clarifications relating to the technical matters, matters relating to the Stage Two RFP and financial matters, shall reach at least four (4) business days prior



to the Pre-Bid Meeting, as such time period and number of meetings may be extended or amended at the sole discretion of the GoS.

- 2.1.3.3 All such queries and clarification bearing reference of the Malir Expressway Project shall be delivered at:

ATTENTION: PROJECT DIRECTOR / SPECIAL SECRETARY (TECHNICAL)
LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH

ADDRESS: LOCAL GOVERNMENT DEPARTMENT, GROUND FLOOR, TUGHLAQ HOUSE, SHAHRA-E-ATTATURK ROAD, KARACHI, PAKISTAN.

- 2.1.3.4 The Stage One Qualified Bidders are requested to submit any substantive questions in writing or through fax or email to reach the GoS, unless otherwise permitted by GoS in its sole and absolute discretion, not later than four (4) business days before the Pre-Bid Meeting.

- 2.1.3.5 It shall be assumed by the GoS that subsequent to the Pre-Bid Meetings on the technical, Stage Two RFP and financial matters, all the queries, comments and concerns of the Stage One Qualified Bidders have been addressed and answered to the full satisfaction of all the Stage One Qualified Bidders. Furthermore, any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms related to this Section 2.1.3 (*Pre-Bid Meeting*) and, therefore, the submission of Stage Two Proposals in response to this Stage Two RFP would be deemed as an acceptance to the said terms.

- 2.1.3.6 The GoS, however, reserves the right to call any additional Pre-Bid Meeting, if it so desires to.

2.1.4 PROJECT LIAISON

- 2.1.4.1 The contact details for the primary persons designated for this Stage Two RFP are:

ATTENTION : PROJECT MANAGER, MALIR EXPRESSWAY PROJECT

PHONE : 021-99212314

ADDRESS : SINDH SECRETARIAT, TUGHLAQ HOUSE, SHAHRAH-E-KAMAL ATTATURK, KARACHI, PAKISTAN.

- 2.1.5 Access to information, or to any modification or update shall be made available to the Stage One Qualified Bidders subject to submission of the Non-Disclosure Agreement (as attached hereto as **ANNEXURE H**) to the GoS, duly signed by the authorized representative of the Stage One Qualified Bidder.

2.1.6 STAGE TWO PROPOSAL SUBMISSION: TIME AND PLACE OF DELIVERY

All Stage Two Proposals shall be submitted in a sealed envelope no later than **15:00 hours PST** on the Stage Two Proposal Deadline Date to the following address and marked for the attention of:



ATTENTION : PROJECT DIRECTOR, MALIR EXPRESSWAY PROJECT, LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH.

ADDRESS : SINDH SECRETARIAT, TUGHLAQ HOUSE, SHAHRAH-E-KAMAL ATTATRUK, KARACHI, PAKISTAN.

TELEPHONE : +92 21 9921 2314

2.1.7 Proposals received after **15:00** hours (PST) on the Stage Two Proposal Deadline Date will be returned to the sender unopened. Stage One Qualified Bidders are responsible for ensuring that their Stage Two Proposals are submitted at the time and place specified in Section 2.1.6 (*Stage Two Proposal Submission: Time and Place of Delivery*).

2.1.8 The sealed envelope shall include one original technical proposal and three (3) hard copies, with one soft copy (on CD / DVDs / USB) and shall also include other supporting documents and forms, as identified in this Stage Two RFP and as per the guidelines given in Section 2 (*Data Sheet*).

2.2 NOT USED

2.3 OPENING OF THE PROPOSALS

2.3.1 The GoS will open the Stage Two Proposals at the Committee Room of the Planning & Development Board, 2nd Floor, Tughlaq House, Sindh Secretariat, Karachi in the presence of Stage One Qualified Bidders or their authorized representatives who choose to attend, at a Stage Two Proposal opening ceremony / meeting, one (1) hour after the Stage Two Proposal Deadline Date. The Stage One Qualified Bidder representatives who are present shall sign a register in evidence of their attendance.

2.4 TECHNICAL AND FINANCIAL EVALUATION COMMITTEE (TFEC)

2.4.1 The Stage Two Proposals will be reviewed by a TFEC constituted in accordance with the Applicable Laws and the requirements set out in this Stage Two RFP. The TFEC will select such Stage One Qualified Bidder as the Preferred Bidder who has submitted a Compliant Proposal and has achieved the highest financial score based on the financial evaluation criteria set out in the Stage Two RFP.

2.5 PROPOSAL EVALUATION PROCESS

2.5.1 The Stage Two Proposals shall be opened one (1) hour following the Stage Two Proposal Deadline Date. The examination and review of the Stage Two Proposals shall commence one (1) hour following the opening of Stage Two Proposals. The Stage Two Proposals shall be evaluated based on the criteria set out in this Stage Two RFP and the Preferred Bidder will be responsible for all activities incidental and ancillary to the successful completion of the Malir Expressway Project.

2.5.2 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 2.5 (*Proposal Evaluation Process*) and, therefore, the submission of Stage Two Proposals in response to this Stage Two RFP would be deemed as an acceptance to the said terms.



2.6 EVALUATION CRITERIA

- 2.6.1 The TFEC shall carry out its review and examination of the Stage Two Proposals submitted by Stage One Qualified Bidders.
- 2.6.2 The Stage Two Proposal must be submitted at the place and by the deadline specified in Section 2.1.6 (*Stage Two Proposal Submission: Time and Place of Delivery*).
- 2.6.3 The Commitment Form, with no amendments or changes thereto, must be signed by the Stage One Qualified Bidder and its Members.
- 2.6.4 Duly passed resolutions giving the representative of the Stage One Qualified Bidders (and each of its Members, in case of a Consortium) signing authority must accompany the Stage Two Proposal. In case a Stage One Qualified Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Stage One Qualified Bidder shall be provided.
- 2.6.5 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Stage One Qualified Bidders and their Members.
- 2.6.6 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Stage One Qualified Bidder and its members, for the access to data room. Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Stage One Qualified Bidder.
- 2.6.7 COMMERCIAL COMPLIANCE
- a. In case the Stage One Qualified Bidder is a Consortium, the moment the Stage Two Proposal is submitted, the Stage One Qualified Bidder must be bound by a Joint Bidding Agreement.
 - b. Participants and Key Individuals who are not employees of the Stage One Qualified Bidder or of a Member or Participant of the Stage One Qualified Bidder must complete and sign the Commitment Form, with no amendments or changes thereto. Duly passed resolutions giving the representatives of each Participant of the Stage One Qualified Bidder signing authority must accompany the Commitment Form.
 - c. Stage Two Proposal must not be conditional.
- 2.6.8 A Stage Two Proposal submitted in response to this Stage Two RFP by a Stage One Qualified Bidder shall contain *inter alia*, the following:
- a. the information specified in Section 3 (*Standard Proposal Forms*).
 - b. The review of a Stage Two Proposal's technical compliance will focus specifically on examining certain key technical items considered by the GoS to be sensitive. The following items will be verified:



-
- Design & construction methodology for road (geometry & pavement).
 - Design & construction methodology for the bridges and other structures.
 - Design & construction methodology for the interchanges.
 - Quality management programs.
 - Quality control programs.
 - Environmental requirements.
 - Consistency of schedules.
 - Design assumptions.
 - Construction techniques.
 - Project management systems.
 - O&M program.
 - ETTM & Toll Collection.
- c. This evaluation is neither comprehensive nor a complete verification of technical compliance with the specifications of the Draft Concession Agreement.
- d. The Substantial Completion Date and the Project Construction Completion Date, as per the Project Milestones given in this Stage Two RFP and the Draft Concession Agreement, or as may be agreed at the time of the Concession Agreement.
- 2.6.9 A financial proposal must meet the following requirements in order to be considered compliant:
- a. It must contain complete information requested in Form J12 (*Financial Proposal Form*).
 - b. In the opinion of the TFEC, the Bidder continues to have sufficient financial capacity to achieve the Malir Expressway Project completion.
 - c. The financing plan indicates that the planned financing is sufficient to cover all of the Malir Expressway Project's requirements for the full term of the Concession Agreement (including design, construction, finance, operation, and maintenance).
 - d. The Financial Model:
 - provides a Substantial Completion Date and Project Construction Completion Date as per the Project Milestones given in this RFP and the Draft Concession Agreement;



- is consistent with the technical proposal (design schedule and cost, construction schedule and cost, maintenance schedule and costs, operations cost).
- e. In the opinion of TFEC, the financing plan is robust in the short, medium and long-term. “**ROBUST**” means that the contemplated financing is sufficient to support reasonable fluctuations in the main risks of the Concession (e.g.: inflation, construction costs and schedule, O&M costs, etc.) without triggering the financing documents’ events of default.
- f. The Financial Model shall include detailed description and workings of all applicable federal, provincial and local taxes, duties, levies and other charges (including initial tax depreciation workings) in a separate sheet as per the Income Tax Ordinance 2001. These tax workings and calculations will be assessed by the Independent Auditor and if required, the Independent Auditor in consultation with the Preferred Bidder shall adjust the tax workings and calculations in accordance with the Income Tax Ordinance, 2001.
- g. The Financial Model shall assume the KIBOR rate at 10.53% and the Bidders will be required to include the expected spread / margin over the KIBOR rate for computation of the debt liability. The spread / margin should be based on discussions with prospective lenders and/or Bidders likely estimate of the financing cost.
- h. In addition, each Stage One Qualified Bidder is required to provide a copy of the Financial Model relating to its Financial Proposal on a ‘Microsoft Excel Windows’ readable USB memory stick. Such file shall not be protected by a password and shall be in an unlocked format containing, *inter alia*, a user guide and data book setting out the assumptions of the Financial Model.

2.6.10 **SCORING CRITERIA – TECHNICAL EVALUATION OF STAGE TWO PROPOSAL**

- 2.6.10.1 The TFEC shall carry out its evaluation, applying the revised evaluation criteria and point system specified in the Stage Two RFP. Each responsive technical proposal shall be attributed to a score out of a total of 100 points.
- 2.6.10.2 After complete evaluation of the revised technical proposals, the financial proposals of the Stage One Qualified Bidders technically qualifying the criteria shall be evaluated. This qualification shall be based on the Stage One Qualified Bidder achieving a technical score, equal or higher than **70**.
- 2.6.10.3 The TFEC will select that Stage One Qualified Bidder as the Preferred Bidder, who achieves the highest financial score in accordance with the terms of the Stage Two RFP, provided that such Bidder has technically qualified and that the Stage Two Proposal of such Bidder is a Compliant Proposal.
- 2.6.10.4 The Stage Two Proposal must be submitted at the place and by the deadline specified in the Stage Two RFP.
- 2.6.10.5 The Commitment Form, with no amendments or changes thereto, must be signed by the Bidders and its Members as part of the Stage Two Proposal.



- 2.6.10.6 Duly passed resolutions giving the representative of the Bidder (and each of its Members, in case of a Consortium) signing authority must accompany the Stage Two Proposal. In case a Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative to sign on behalf of the Bidder shall be provided.
- 2.6.10.7 The declaration, in form and substance attached hereto as **ANNEXURE G**, with no amendments or changes thereto, must be signed by the Bidders and their Members and submitted as part of the Stage Two Proposal.
- 2.6.10.8 The Non-Disclosure Agreement, identical in form and substance attached hereto as **ANNEXURE H**, with no amendments or changes thereto, must be signed by the Bidders and its members and submitted as part of the Stage Two Proposal.
- 2.6.10.9 Further, the Integrity Pact, identical in form and content to the one found in **ANNEXURE I**, with no amendments or changes thereto, must be signed by the Stage One Qualified Bidder and submitted as part of the Stage Two Proposal.
- 2.6.10.10 The Stage One Qualified Bidder must provide the Bid Security described in the Stage Two RFP. The Bid Security submitted as part of the Stage Two Proposal shall be in the form of a financial bank guarantee or pay order and must be written in English, and fully compliant with the form and substance attached hereto as **ANNEXURE D**.
- 2.6.10.11 Any other errors or omissions in a Stage Two Proposal will not result in its automatic rejection. The TFEC reserves the right to ask Bidders to correct any errors or omissions in their Stage Two Proposal, to the TFEC's satisfaction, within the time limits specified in the request. However, under no circumstances can Bidders amend financial bid as a result of clarifying or rectifying their Stage Two Proposal.
- 2.6.10.12 The Stage Two Proposal of only those Stage One Qualified Bidders shall be considered who meet the Basic Eligibility Criteria set forth in **ANNEXURE A** of the Stage Two RFP.
- 2.6.10.13 The TFEC shall attribute a technical score to responsive technical proposals.
- 2.6.10.14 Technical Proposals scoring less than seventy (70) points shall be rejected. The Stage Two Proposals technical score shall be calculated as follows:

Serial No.	Criteria	Weightage/ Marks
A.	Financial Capability	50
B.	Construction Capability	50
	Total	100

For technical qualification, a Stage One Qualified Bidder must score seventy (70) or more marks, and must score at least fifty percent (50%) in each of the categories listed above.

The detailed evaluation criteria are set out in **ANNEXURE B** below.



STAGE TWO COMMERCIAL COMPLIANCE

- a. The Stage Two Proposal must contain a detailed description of the Stage One Qualified Bidder, as specified in Section 3.1 (*Information Concerning the Stage One Qualified Bidders*).
- b. The Preferred Bidder must be an incorporated body or another type of legal entity.

FINANCIAL EVALUATION:

The TFEC will select such Bidder as the Preferred Bidder, who achieves the highest financial score in accordance with the requirements of the Stage Two RFP.

Financial Score

The financial score of the Stage Two Proposal shall be computed using a formula combining the following components:

- Lowest quoted Commercial Loan;
- Lowest GoS Upfront Support (GoS Equity, Class B Shares).

FINANCIAL SCORE FORMULA:

Commercial Loan (70%)

The Bidder quoting the lowest Commercial Loan amount would be awarded seventy percent (70%). The next highest bidder will see their score reduced proportionately.

$$FSW_{Commercial\ Loan} = (RFS_{Commercial\ Loan\ Min} / RFS_{Commercial\ Loan}) \times 70\% \times 100$$

Where,

' $FSW_{Commercial\ Loan}$ ' is weighted financial score of Commercial Loan and is assigned the weightage of seventy percentage (70%)

' $RFS_{Commercial\ Loan\ Min}$ ' is the lowest Commercial Loan amount requested by the Bidders

' $RFS_{Commercial\ Loan}$ ' is the Commercial Loan amount of the proposal under consideration

GoS Upfront Support (30%)

The Bidder quoting the lowest GoS Upfront Support amount would be awarded thirty percent (30%). The next highest bidder will see their score reduced proportionately.

$$FSW_{GoS\ Upfront\ Support} = (RFS_{GoS\ Upfront\ Support\ Min} / RFS_{GoS\ Upfront\ Support}) \times 30\% \times 100$$

Where,

' $FSW_{GoS\ Upfront\ Support}$ ' is weighted financial score of GoS Upfront Support and is assigned the weightage of thirty percentage (30%)

' $RFS_{GoS\ Upfront\ Support\ Min}$ ' is the lowest GoS Upfront Support amount requested by the Bidders



'*RFS_{GoS Upfront Support}*' is the GoS Upfront Support amount of the proposal under consideration

Total Financial Score

$$\text{Financial Score} = FSW_{\text{Commercial Loan}} + FSW_{\text{GoS Upfront Support}}$$

The financial score of each Bidder will be calculated as the sum of the respective *FSW_{Commercial Loan}* and *FSW_{GoS Upfront Support}*.

2.7 OTHER CONSIDERATIONS

- 2.7.1 The Stage Two Proposals must not be qualified, in any way whatsoever, apart from as allowed under the Stage Two RFP and must be submitted strictly in accordance with this Stage Two RFP.
- 2.7.2 All Stage Two Proposals and other supporting documents shall be typed in the English language and state all monetary amounts in Pakistan Rupees (PKR), provided that the dollar or other currency may be quoted alongside the Pakistan Rupees (the rate of exchange shall be the selling rate prevailing seven working days before the date of opening of the bids specified in the bidding documents, as notified by the State Bank of Pakistan).
- 2.7.3 The Stage Two Proposals must be signed by the authorized signatory of each of the Stage One Qualified Bidders and where applicable, each Consortium member, signing under a power of attorney, substantially in the form specified in ANNEXURE E, a copy of which is to be provided with the Stage Two Proposals.
- 2.7.4 The Bid submitted in response to the Stage Two RFP must also accompany a board resolution or an authority letter, authorising the person(s) signing the Bid documents on behalf of the Stage One Qualified Bidder. In case the Stage One Qualified Bidder is not a corporate entity, the requisite power of attorney appointing the authorised representative on behalf of the Stage One Qualified Bidder to sign the Bid documents shall be provided.

2.8 CLARIFICATION OF PROPOSALS

- 2.8.1 The TFEC may, at its discretion, during the evaluation after the Stage Two Proposal Deadline Date, invite a Stage One Qualified Bidder to provide a presentation and / or clarification of its Stage Two Proposal, either in writing or by meeting directly with the TFEC. The TFEC is not required to invite any such presentation and / or clarification, or to have a meeting with any Stage One Qualified Bidder, and the TFEC may, at its discretion, invite such presentations or clarifications from only one or some of the Stage One Qualified Bidders. The TFEC may consider such presentations and clarifications in the evaluation of a Stage Two Proposal.
- 2.8.2 Except upon invitation and request from the TFEC, no additional information may be submitted after the Stage Two Proposal Deadline Date. The TFEC will have no obligation to request a Stage One Qualified Bidder to provide missing or deficient information.
- 2.8.3 Any Stage Two Proposals submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 2.8 (*Clarification of Proposals*)



and, therefore, the submission of Stage Two Proposals in response to this Stage Two RFP would be deemed as an acceptance to the said terms.

2.9 SELECTION OF PREFERRED BIDDER

- 2.9.1 The TFEC will make the selection of the Preferred Bidder in accordance with the terms of the Stage Two RFP and the contact person nominated by the GoS will advise all Stage One Qualified Bidders in writing of the TFEC's decision.
- 2.9.2 Any Stage Two Proposal submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 2.9 (*Selection of Preferred Bidder*) and, therefore, the submission of Stage Two Proposals in response to this Stage Two RFP would be deemed as an acceptance to the aforesaid terms.

2.10 RIGHT TO NEGOTIATE

- 2.10.1 Subject to the requirement of the Applicable Laws, SPRRA Rules and the PPP Act, after selection of the Preferred Bidder, the GoS reserves the right to negotiate changes to the Stage Two Proposal or to any of the terms of the Draft Concession Agreement, provided however, the Preferred Bidder will not be entitled to initiate changes to its Stage Two Proposal, or to the Draft Concession Agreement.
- 2.10.2 Any Stage Two Proposals submitted in response to this Stage Two RFP is submitted upon a full understanding and agreement of terms of this Section 2.10 (*Right to Negotiate*), and the terms of the Stage Two RFP and, therefore, the submission of Stage Two Proposal in response to this Stage Two RFP would be deemed as an acceptance to the aforesaid terms.
- 2.10.3 In the event there is a discrepancy between the Stage Two RFP and the Draft Concession Agreement, the Stage Two RFP shall prevail.



3. STANDARD PROPOSAL FORMS

3.1 INFORMATION CONCERNING THE STAGE ONE QUALIFIED BIDDER

3.1.1 DESCRIPTION OF THE STAGE ONE QUALIFIED BIDDER

Each Stage One Qualified Bidder must provide the following information:

- a. A detailed description of the Stage One Qualified Bidder, including:
 - Legal name;
 - Complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
 - Incorporation details, including corporate charter, articles of incorporation, and proof of legal authorization to operate in Pakistan. If the Stage One Qualified Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- b. In case of a Consortium, the members of the Consortium shall enter into a binding Joint Bidding Agreement for the purpose of submitting the Stage Two Proposal. The Joint Bidding Agreement to be submitted along with the Stage Two Proposal, shall, *inter alia*:
 - convey the intent to form an SPV (with shareholding / ownership equity commitment(s) in the SPV in accordance with this Stage Two RFP) which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Draft Concession Agreement, in case the Concession to undertake the Malir Expressway Project is awarded to the Consortium;
 - clearly outline the proposed roles and responsibilities, if any, of each member (including each Member);
 - commit the minimum equity stake to be held by each Member;
 - commit that all of the Members (whose experience will be evaluated for the purposes of this Stage Two RFP) shall subscribe to a cumulative of one hundred percent (100%) of the paid-up Class A Shares capital of the SPV and subscribe to the Class A Shares in the SPV. Further, it shall also commit that the members of the Consortium shall neither undertake nor shall they permit any Change in Ownership And / Or Control. Further, it shall also commit that no member of the Consortium shall, express with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and / or beneficial ownership in the Class A Shares (or any part thereof);
 - provide for the members of the Consortium to undertake that they shall collectively submit / include a statement to the effect that all members of the



Consortium shall be liable, jointly and severally, for all obligations of the Concessionaire in relation to the Malir Expressway Project until the expiry of the Defects Liability Period; and

- except as provided under this Stage Two RFP, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the GoS.
- c. In case of a single Stage One Qualified Bidder (not being a Consortium), it must provide with an undertaking that it shall be liable for all obligations of the Concessionaire in relation to the Malir Expressway Project until the expiry of the Defects Liability Period. Further, in case of a single Stage One Qualified Bidder, the Stage One Qualified Bidder shall neither undertake nor shall it permit any Change in Ownership And / Or Control. Further, in case of a single Stage One Qualified Bidder (not a Consortium), the Stage One Qualified Bidder shall not, express with the prior written consent of the GoS, sell, transfer, convey or otherwise dispose its direct and / or indirect, legal and / or beneficial ownership in the Class A Shares (or any part thereof).
- d. Annual audited financial statements for the past five (5) years. These financial statements must be provided for each Member and Participant of the Stage One Qualified Bidder, or for their parent company, if the latter is acting as the Member or Participant's guarantor.
- e. Complete profile of the Stage One Qualified Bidder, including all the previous transactions it has undertaken in the similar field, particularly highlighting all such projects involving and / or undertaken for the GoS by the Stage One Qualified Bidder in any manner whatsoever.

3.1.2 ROLES OF MEMBERS AND PARTICIPANTS

Each Stage One Qualified Bidder must describe in detail the individual roles of their Members and Participants, as well as the nature of their planned legal relationships between them. They must also produce a complete corporate organizational chart depicting interrelationships.

3.1.3 ROLE OF KEY INDIVIDUALS

The Stage One Qualified Bidder must describe in detail the roles of Key Individuals by drawing up one or more organizational charts for the various stages (design, construction, operation, *etc.*), indicating each person's function and relationships during these stages, including the roles of Key Individuals.

3.1.4 INTELLECTUAL PROPERTY RIGHTS

The Stage One Qualified Bidder must provide a list of intellectual property rights together with the assignments and transfers and the licenses of intellectual property rights for all concepts, ideas and property developed or incorporated, in any manner, in the Stage Two Proposal, including copyright, inventions and other intellectual property rights and in respect of which it is or is not the owner of the intellectual property rights.



3.1.5 SUPPORTING INFORMATION & DOCUMENTATION

Each Stage One Qualified Bidder may submit any other supporting information or documentation that may assist the TFEC in the evaluation process and the same may be annexed to the Stage Two Proposal.

3.2 BID SECURITY

3.2.1 A Stage Two Proposal submitted in response to this Stage Two RFP, submitted by each Bidder must be accompanied by a Bid Security in an amount equal to one (1%) percent of the Bid Price (as set out by the Stage One Qualified Bidders in the Bid), in Pakistani Rupees, which shall remain valid for a period of twenty-eight (28) days beyond the Bid Validity Period. The Bid Security must be in a form and substance as attached hereto as **ANNEXURE D**.

3.2.2 The Bid Security submitted by the unsuccessful Stage One Qualified Bidders shall be released to the unsuccessful Stage One Qualified Bidders upon signing of the Draft Concession Agreement or upon the expiry of the validity period of the Bid Security.

3.2.3 Any Stage Two Proposal not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required or other than in the form of a commercial bank guarantee or from a commercial bank not acceptable to the GoS or from a commercial bank that does not have a minimum credit rating of at least 'A' as rated by JCR VIS or an equivalent rating by PACRA or in the form as required by the Stage Two RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that **no** Bid Security in the form of insurance guarantee shall be entertained.

3.2.4 The Bid Security / Construction Performance Security (as applicable) may be encashed by the GoS in the following circumstances:

- a. In the case of a successful Bidder, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Intent within the time period stipulated therein;
 - furnish the necessary Construction Performance Security when required;
 - sign the Concession Agreement;
 - achieve all the conditions precedents agreed in the signed Draft Concession Agreement including but not limited to achieving Financial Close and the detailed design of the Malir Expressway Project.
- b. In the case of a successful Bidder, in accordance with the Concession Agreement;
- c. In case the Bid Security expires prior to the date falling twenty-eight (28) days beyond the Bid Validity Period;



- d. In case of an occurrence of a Concessionaire's event of default in terms of the Concession Agreement; and / or
- e. In case of default as expressed above.

3.3 INFORMATION CONCERNING THE DEVELOPMENT OF THE TECHNICAL PROPOSAL

- 3.3.1 Stage Two Proposals submitted by a Stage One Qualified Bidder must contain all of the items specified in this Stage Two RFP (including Section 3.6 (*List of Standard Proposal Technical Forms*)) and must adhere to the format described herein. In addition, Stage One Qualified Bidders must ensure that their technical proposal is consistent with their financial proposal.
- 3.3.2 The technical proposal will provide the GoS with the means for assessing the Stage One Qualified Bidder's ability to comply with the revised Technical Specifications issued in the Stage Two RFP.

3.4 INFORMATION CONCERNING THE DEVELOPMENT OF THE FINANCIAL PROPOSAL

- 3.4.1 The Financial Proposal must be prepared in the format provided in Section 3.5 (*Format of Financial Proposal*) and shall contain a financing plan and a Financial Model that meets all the requirements stated in Form J-12 (*Financial Proposal Form*).
- 3.4.2 The Stage One Qualified Bidders shall provide the financing plan that gives a detailed description of the planned financial structure for the purpose of the Malir Expressway Project, including a breakdown of the investments by the various types of instruments (e.g. Class A Equity, Class B Equity, Commercial Loans, etc.) and their terms and conditions, in accordance with Section 4.3.1.
- 3.4.3 This information must be provided on a term sheet for each Financing Instrument that is used for the Initial Financing. This term sheet shall be submitted by the Concessionaire to the GoS and the Independent Auditor prior to the Financial Close, in terms of the Draft Concession Agreement.
- 3.4.4 In case the Bidder plans refinancing or is desirous of obtaining additional financing during the term of the Concession, after the Financial Close, must submit the same information for the Financing Instruments contemplated for such refinancing and / or additional financing as for those for the Initial Financing, provided further, in case the Concessionaire is able to obtain refinancing at the rates and terms better than the Initial Financing, the savings as a result of the same shall be shared with the Authority. For such refinancing and / or additional financing, the terms, conditions and, as applicable, the requisite consents and the no-objection certificates as laid down in the Concession Agreement shall be applicable. However, the Authority understands that the refinancing information, if applicable, constitutes assumptions that are subject to change.
- 3.4.5 Notwithstanding anything contained in this RFP, any refinancing and / or additional financing by the Bidder during the Concession shall require a written approval of the GoS and the Independent Auditor and such refinancing / additional financing shall not increase any risk and / or liability for the GoS. The Bidder and the Authority shall mitigate any risk involved pursuant to such refinancing.



3.5 FORMAT OF FINANCIAL PROPOSAL

- 3.5.1 The Financial Proposal shall be provided in accordance with the format attached as Form J-12 (*Financial Proposal Form*) on the Stage Two Proposal Deadline Date.
- 3.5.2 Under no circumstances shall the GoS consider / accept a conditional Bid.
- 3.5.3 The Financial Proposal shall also include a fully functional, non-restricted, dynamically linked Financial Model in excel spreadsheet form on a USB in accordance with requirements of this Stage Two RFP.

3.6 LIST OF STANDARD PROPOSAL TECHNICAL FORMS

The standard forms for the technical proposal are provided in Annexure J.

FORM – J1	Basic Information Form
FORM – J2	Historical Non-Performance, Black Listing and Pending Litigation
FORM – J3	Financial Situation
FORM – J4	Current Contract Commitments / Works in Progress
FORM – J5	Details of Contracts of Similar Nature and Complexity completed over last 20 years
FORM – J6	List of Key personnel
FORM – J7	CVs of proposed experts
FORM – J8	Plant & Equipment
FORM – J9	Not Used
FORM – J10	Detailed Plan for Achieving Financial Close.
FORM – J11	Basic Information Form – EPC Contractor.
Form – J12	Financial Proposal Form

Any additional information that may be necessary for the Stage Two Proposal.



4. TERMS OF REFERENCE

4.1 PROJECT TERM AND PARTIES

4.1.1 PARTIES

The Draft Concession Agreement establishes the rights and obligations of both the GoS and the Concessionaire. It will be signed between the GoS and the Concessionaire at the conclusion of the Competitive Selection Process.

4.1.2 TERM

The term of the Draft Concession Agreement will, unless specified otherwise in the Draft Concession Agreement, commence from the Commencement Date and will continue until the end of the Concession Period. The GoS expects the term to include approximately thirty (30) months of design and construction and a twenty-five (25) year operating period with the Scheduled Substantial Completion Date falling thirty (30) months following the Commencement Date.

4.2 OWNERSHIP

The Private Partner shall enjoy the right-of-way and the structures designed and built by it for the Concession Period. The Private Partner shall further enjoy the intellectual property rights to the systems required for traffic maintenance, as described and contemplated by the Draft Concession Agreement. Following the Termination Date, ownership of the Malir Expressway Project related assets will be transferred to GoS in accordance with the Concession Agreement.

4.3 PROJECT SCOPE

The Scope of the Work of the Concessionaire is set out in **ANNEXURE L**.

The map of the proposed location plan is set out in **ANNEXURE M**.

4.3.1 FINANCING

- a. The Preferred Bidder shall be responsible for developing and implementing the financing structure for the Malir Expressway Project including the financing and commercial arrangements for the design, construction, operations and maintenance work in accordance with the requirements of this Stage Two RFP.
- b. The enterprise or the Consortium that, further to this Stage Two RFP and the two stage Competitive Selection Process, is declared the Preferred Bidder and is issued the LOI, shall incorporate the SPV for the purposes of being the Concessionaire, which will implement the Malir Expressway Project. Such enterprise or the Consortium, as proposed in the Bid shall maintain its shareholding in the Concessionaire in accordance with the requirements of the Concession Agreement which shall be in line with the submitted Bid.



- c. The Malir Expressway Project shall be financed through a combination of Class A Equity, Class B Equity and Commercial Loan. The proportion of Class A Equity should not be less than fifty one percent (51%) of the total Equity. The GoS Class B Equity shall be capped at PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only).
- d. The Malir Expressway Project is structured on a revenue model and the Concessionaire shall be entitled to levy and collect toll revenues from the commuters of the Project Expressway in accordance with the Draft Concession Agreement.

4.3.2 HAND-OVER OF THE STRUCTURE

- a. The Concessionaire will be responsible for handing over the structures to the GoS in a good working condition at the end of the Concession Period, as specified in the Draft Concession Agreement without any further compensation, except as contemplated in the Draft Concession Agreement, to the Concessionaire at the time of such transfer. These structures are subject to an inspection and correction process in order to ensure that they are handed over in accordance with the terms and conditions set out in the Draft Concession Agreement.

4.4 ALLOCATION OF RISKS AND RESPONSIBILITIES

- 4.4.1 All risks and obligations of the GoS and the Private Partner shall be in accordance with the Draft Concession Agreement and the Stage One Qualified Bidders shall be deemed to have full and complete understanding of the risks relating to the Malir Expressway Project and their allocation, as set out in the Draft Concession Agreement.

4.5 COMPENSATION OF PRIVATE PARTNER

- 4.5.1 The Malir Expressway Project is structured on a revenue model and the Concessionaire shall be entitled to levy and collect toll and weigh bridge revenues (in accordance with the Toll Notification Structure) from the commuters of the Malir Expressway Project as per the Draft Concession Agreement.
- 4.5.2 The rights and obligations related to other revenue streams including the allocation thereof shall be finalized between the GoS and the Concessionaire in a separate development rights agreement in accordance with Section 29.2 of the Draft Concession Agreement.
- 4.5.3 The collection of toll shall start from the Segment Substantial Completion Date. Following the Segment Substantial Completion Date, the entire toll revenues collected from the Segment Substantial Completion Date up till Substantial Completion Date shall be utilized for the construction expenditures which shall result in the reduction in Project Cost. Stage One Qualified Bidders shall include operation costs from the first Segment Completion Date up till Substantial Completion Date as part of the Financial Proposal.
- 4.5.4 On achievement of the Substantial Completion Date, the toll revenue collected will be allocated to the Concessionaire up to the amount of one hundred and twenty percent (120%) of the Benchmark Revenue, and the excess amount beyond one hundred and twenty percent (120%) of the Benchmark Revenue shall be shared between the GoS and the Concessionaire on a 75:25 basis, where seventy five percent (75%) of the excess toll revenues shall be allocated to the GoS and twenty five percent (25%) of the excess toll revenues shall be allocated to the Concessionaire.



- 4.5.5 Stage One Qualified Bidders shall ensure that the Financial Proposal shall be inclusive of price escalation of up to ten percent (10%) on each Escalable Item.

4.6 MINIMUM REVENUE GUARANTEE AND GOVERNMENT SUPPORT

- 4.6.1 In order to enhance the financial viability of the Malir Expressway Project, the GoS is willing to offer the following supports:

1) Government Support:

The GoS shall provide an upfront GoS support as Class B Equity up to a maximum of PKR 10,000,000,000/- (Pakistani Rupees Ten Billion only). This is anticipated to reduce the financing requirements for the Concessionaire and improve bankability. The Bidders shall quote the exact amount of GoS Upfront Support required in their financial proposal. For abundant clarity, it should be noted that GoS upfront support shall not change as a result of increase / decrease in the Project Cost on account of factors such as cost overruns, KIBOR fluctuations, etc.

2) Minimum Revenue Guarantee:

In order to reduce the demand risk of the Malir Expressway Project, the GoS has agreed to guarantee the following proportions of the Benchmark Toll Revenue on yearly basis.

Operational year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - 10	Year 11 onwards
MRG	100%	100%	95%	80%	75%	50%	0%

The MRG will be available for a maximum period of ten (10) years or the end of Commercial Loan repayment, whichever is earlier.

The actual MRG amounts based on the aforementioned annual percentages are presented in **Annexure N**. The absolute MRG amount as presented in Annexure N will be guaranteed by the GoS.

In order to securitize the MRG payments, the GoS shall provide a guarantee in a form and substance acceptable to the Lenders (excluding any sovereign guarantees) for an amount equivalent to the maximum of fifty percent (50%) of the principal amount of Commercial Loan as set out in the Financial Model submitted with the Stage Two Proposal.

3) MRG Funding Mechanism:

Each of the annual MRG payment will be prefunded by the GoS in the MRG account and the first year MRG payment will be funded six (6) months prior to the Substantial Completion Date. Further the GoS may, in its discretion decide to utilise the interests accrued on the GoS Class B Equity account to partly fund the first MRG payment.

4.7 SPECIFIC TAXATION FRAMEWORK FOR THE CONCESSION



4.7.1 The Concessionaire shall be liable to pay federal, provincial and local taxes, duties, levies and other charges as they exist on the day of the submission of the Financial Proposal.

4.7.2 By submitting the Stage Two Proposal, the Bidder acknowledges the acceptance of all tax related obligations. For the sake of clarity, the Concessionaire shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable).

4.8 ENVIRONMENTAL MATTERS

4.8.1 The GoS is committed to respecting the environment on all of its projects. The Concessionaire will be required to ensure that the Works are carried out in accordance with all Applicable Standards.

4.9 ENVIRONMENTAL REQUIREMENTS AND PROCEDURES

4.9.1 The Private Partner shall be responsible to carry out a detailed Environment Impact Assessment - EIA Study and obtain the required approvals from Sindh Environmental Protection Agency. The Private Partner shall follow the recommendations thereof in the best interest of the environment and safety of the local residents, road users, fauna and flora of the area.

4.10 LAND ACQUISITION

4.10.1 The GoS shall deliver Vacant Possession of the Project Site to the Private Partner in accordance with the Draft Concession Agreement. The Private Partner shall be required to identify the exact location and length of the land required for the Malir Expressway Project following detailed design, setting out on ground the approved centreline and right of way, in each case, in accordance with the requirements of the Draft Concession Agreement.

4.11 RELOCATION OF UTILITIES

4.11.1 The Bidder shall be required to identify any utilities in the right of way and provide the relocation plan in accordance with the requirements of the Draft Concession Agreement. The GoS shall be required to relocate any such utilities according to the relocation plan.

4.12 MAJOR MAINTENANCE

4.12.1 The Concessionaire shall be required to undertake the first major maintenance and the second major maintenance in accordance with the requirements set out in the Draft Concession Agreement.

4.13 PERMISSION OF USING MALIR RIVERBED

4.13.1 The Concessionaire shall be allowed to use the Specific Malir Construction Material from the Malir riverbed for the purposes of construction of the Malir Expressway Project. In the event the Specific Malir Construction Material Utilization Decision is neither procured nor effective on or prior to the Commencement Date or in the event of any additional conditions imposed by the Specific Judicial Forum in the Specific Malir Construction Material Utilization Decision, the GoS shall be entitled to pay the Concessionaire the additional cost for arranging



such construction material, as determined by the Independent Engineer (IE). In any case, additional cost for such construction material shall not exceed PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only).



ANNEXURES



ANNEXURE A – BASIC ELIGIBILITY CRITERIA

BASIC ELIGIBILITY CRITERIA FOR BIDDERS:

A Bid received from a Bidder at Stage Two, shall only be considered if all the following three (3) components of the Basic Eligibility Criteria are satisfied:

ELIGIBILITY CRITERIA FOR BIDDERS AND THE EPC CONTRACTOR:

➤ **REGISTRATION WITH TAX AUTHORITIES**

The Bidder, in case of a Consortium all members of the Consortium and the EPC Contractor, must possess valid registration certificate from income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable.

(Valid NTN certificate and tax returns filed for last three years to be attached and relevant sales tax certificate, if applicable.)

(Foreign entities if participating in the Bidding Process should submit tax certificate of their country duly attested by Pakistani Consulate / Pakistan High Commission of their country).

➤ **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case if the Bidder, or any member of the Consortium or its EPC Contractor is a government owned legal enterprise or institution, such Bidder, any member of its Consortium or its EPC Contractor (as applicable) must establish that it is legally and financially autonomous and operating under commercial law.

(Bidders, or any member of the Consortium, or its EPC Contractor, who are government owned legal enterprise or institution shall submit an Affidavit confirming that they are legally and financially autonomous and operating under commercial law).

Relevant Form: **ANNEXURE K**

➤ **NO CONFLICT OF INTEREST**

The Bidder, and any member of the Consortium, and its EPC Contractor, shall not have any Conflict of Interest.

Conflict of Interest means:

- where the Bidder and any member of the Consortium, and its EPC Contractor, provides, or could provide, or could be perceived as providing biased professional advice to the GoS to obtain an undue benefit for himself or those affiliated with him;
- receiving or giving any remuneration directly or indirectly in connection with the Malir Expressway Project except as provided in the Bidding Documents;



- any engagement in consulting or other procurement activities of a Bidder, and any member of the Consortium, and its EPC Contractor, that conflicts with his role or relationship with the GoS under the Malir Expressway Project;
- where an official of the GoS 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.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member, and its EPC Contractor) shall submit an Affidavit for non-conflict)

Relevant Form: **ANNEXURE K**

➤ **NON- BLACKLISTING**

The Bidder, and any member of the Consortium, and its EPC Contractor, shall not be blacklisted.

Blacklisting means barring a Bidder, and any member of the Consortium, and its EPC Contractor, from participating in any future procurement proceedings by the GoS or any governmental entity.

(Bidders (in case of a consortium, the Lead Member, on behalf of each member) and its EPC Contractor shall submit an Affidavit for non-blacklisting)

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **LITIGATION HISTORY**

All pending litigation against the Bidder and any member of the Consortium, and its EPC Contractor shall in total not represent more than fifty percent (50%) of the respective net worth, nor shall there be any litigation that prevents or materially impedes the Bidder and any member of the Consortium, and its EPC Contractor from its obligations in respect of the Project Expressway and the terms of the Concession Agreement.

(The Bidders (in case of Consortium, all members of the Consortium) and its EPC Contractor shall provide details of the litigation or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case of no litigation on PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country).

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

➤ **FAILURE TO SIGN CONTRACTS**

The Bidder or its EPC Contractor shall not be under execution of a bid securing declaration for last five (5) years.



(The Bidders (including members of a Consortium) and its EPC Contractor shall provide details of such failure to sign contracts or the Bidder (in case of Consortium, the Lead Member of the Consortium) and its EPC Contractor shall submit an Affidavit in case if not applicable on PKR 100/- (Pakistani Rupees One Hundred only) stamp paper attested by Notary Public. Foreign Bidders' Affidavit should be attested by Pakistani Consulate / Pakistan High Commission of their country).

Relevant Form: **ANNEXURE J2** or **ANNEXURE K**

ELIGIBILITY CRITERIA FOR BIDDERS (SOLELY)

➤ **FINANCIAL SITUATION / HISTORICAL FINANCIAL PERFORMANCE**

• ***Net Worth***

Net Worth of the Bidder shall be PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement.

(the Bidders shall submit Audited Financial Statements and / or wealth statement to demonstrate their capability for this criteria).

In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.

• ***Average Annual Turnover or Liquid Investments***

The Bidder shall have an average annual turnover of PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) for last three (3) years.

Or

The Bidder shall have liquid investments in the form of Short-term investment / marketable securities / cash or cash equivalents amounting to PKR 4,000,000,000/- (Pakistani Rupees Four Billion only).

(the Bidders shall submit Audited Balance Sheet)

In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.

ELIGIBILITY CRITERIA FOR EPC CONTRACTOR (SOLELY)

➤ **REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)**

• ***For construction:***

The EPC Contractor must possess valid PEC registration certificate in category 'CA' and in discipline CE01 & CE02.



In case there is more than one EPC Contractor, all EPC Contractors must meet the criterion.

(Copy of Valid PEC registration certificates to be attached)

(Foreign entities if participating in the bidding process should strictly follow the rules stipulated in PEC bye laws for participation)

➤ ***General Construction Experience***

For Construction:

For Single Entity / EPC Contractor:

Firms / Contractors have been in business of construction for at least for ten (10) years. (Attach Constitutional Documents including Memorandum and Articles of Association, Certificate of Incorporation or other documents of constitution, documents of registration of the legal entity, etc.)

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

For other members of JV:

Firms / Contractor have been in business of construction for at least for five (5) years. (Attach Constitutional Documents including Memorandum and Articles of Association, Certificate of Incorporation or other documents of constitution, documents of registration of the legal entity, etc.)

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ ***Specific Work Experience***

For Construction:

Similar work with cost and complexity three (3) similar projects i.e., Highways / Motorways including interchanges and flyovers of at least 30km length, completed in the past fifteen (15) years (submission of commencement letter and completion certificates are mandatory).

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ ***Quality Policy***

The EPC Contractor shall submit copy of their quality policy.

In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

➤ ***Health & Safety Policy***

The EPC Contractor shall submit copy of their health and safety policy.



In case there is more than one (1) EPC Contractor, all EPC Contractors must meet the criterion.

- ***Net Worth***

Net Worth of the EPC Contractor shall be PKR 2,000,000,000/- (Pakistani Rupees Two Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement.

In case there is more than one (1) EPC Contractor, all EPC Contractors, **collectively**, must meet the criterion and only the EPC Contractor whose Net Worth PKR 1,000,000,000/- (Pakistani Rupees One Billion only) will be considered.

(the EPC Contractor shall submit Audited Financial Statements and / or wealth statement to demonstrate their capability for this criteria).

- ***Average Annual Construction Turnover***

The EPC Contractor shall have an average annual construction turnover of PKR 5,000,000,000/- (Pakistani Rupees Five Billion only) for last three (3) years.

In case there is more than one (1) EPC Contractor, all EPC Contractors, **collectively**, must meet the criterion and only the EPC Contractor whose Average Annual Construction Turnover is PKR 2,000,000,000/- (Pakistani Rupees Two Billion only) will be considered.

(the EPC Contractor(s) shall submit Audited Balance Sheet).



ANNEXURE B - TECHNICAL EVALUATION CRITERIA

In order to be technically qualified, the Bidder must:

- (a) score at least fifty percent (50%) in each of the categories listed above in Section 2.6.10.14;
- (b) achieve an overall score of not less than seventy percent (70%); and
- (c) have satisfied the Basic Eligibility Criteria.

The financial proposals shall only be opened of the Bidders who have technically qualified in such terms.

The following information shall be presented in an orderly manner and no extra / additional information is required so as to facilitate efficient evaluation:-

A) Financial Capability	MAX. POINTS 50
<p>A-1) Average Annual Turnover for last 03 years</p> <p>PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) Max. Points 3</p> <p>One (1) marks for each increment of PKR 1,500,000,000/- (Pakistani Rupees One Billion Five Hundred Thousand only).</p> <p>or</p> <p>Availability of liquid investments in the form of Short-term investment / marketable securities / cash or cash equivalents</p> <p>PKR 4,000,000,000/- (Pakistani Rupees Four Billion only) Max. Points 3</p> <p>One (1) marks for each increment of PKR 1,000,000,000/- (Pakistani Rupees One Billion only).</p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.</p>	Max. Points. 10
<p>A -2) Net worth</p> <p>PKR 6,000,000,000/- (Pakistani Rupees Six Billion only) (excluding any surplus on revaluation) as presented in the most recent financial statements / wealth statement Max Points 5</p> <p>One (1) marks for each increment of PKR 1,000,000,000/- (Pakistani</p>	Max. Points. 20



<p>Rupees One Billion only).</p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion, and in the evaluation of the same they must collectively meet the criterion.</p>	
<p>A – 3) Leverage ratio indicated by Debt Equity Ratio (D/D+E) (as per the latest audited financial statements)</p>	<p>Max. Points 10</p>
<p>0 Points, if ratio is at or above 85%</p> <p>2 Points, if ratio is between 84.99% - 70%;</p> <p>4 points, if ratio is between 69.99% – 50%</p> <p>6 points, if ratio is between 49.99% – 30%</p> <p>8 points, if ratio is between 29.99% – 10%</p> <p>10 points, if ratio is at or below 9.99%</p> <p><i>Only the commercial loans will be considered as debt in computing the Leverage ratio.</i></p> <p>In case of a Bidder who is a Consortium, only such members of the Consortium that are proposed to be shareholders as per the Joint Bidding Agreement shall be considered for this criterion and the weighted average ratio of such members shall be used for evaluation purposes.</p>	
<p>A – 4) Work Methodology for achieving financial close for the project</p> <p>Prospective bidders are encouraged to propose debt securitization structures which are expected to reduce the financing / securitization burden upon the GoS.</p>	<p>Max Points 10</p>
<p>B) Construction Capability</p> <p>In order to assess the Construction Capability as per the criteria listed below, the credentials of only the EPC Contractor shall be assessed. Bidders are advised nominate the EPC Contractor(s) as per Form J-11</p>	<p>Max Points 50</p>
<p>B – 1) Relevant construction experience</p> <p>Specific experience of the firm i.e., infrastructure development such as roads, highways, motorways, bridges, flyovers, interchanges, buildings and underpasses executed in last ten (10) years, with the following scoring criteria. Any project worth less than PKR 750,000,000/- (Pakistani Rupees Seven Hundred Fifty Million only)</p>	<p>Max Points 25</p>



<p>shall not be considered for scoring. Documentary proof (i.e., work order and completion certificate) be attached.</p> <ul style="list-style-type: none"> 10 points, for at least three (3) projects each worth of PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only) (or higher) or less than three (3) projects with a cumulative worth of PKR 750,000,000/- (Pakistani Rupees Seven Hundred Fifty Million only) (or higher) 02 points for each additional project worth PKR 750,000,000/- (Pakistani Rupees Seven Hundred Fifty Million only) or higher <p><i>Note: Only those projects will be considered whose work order or completion certificate, clearly indicating the name of the applicant as contractor and the cost of the works is attached.</i></p>	
B – 2) Personnel for Contracting firms	Max. Points. 15
Project Manager	Max. Points 03
Bachelor's in civil engineering also registered in PEC as Professional Engineer with at-least thirty (30) years overall experience out of which twenty (20) years relevant experience (detailed CV along with PEC registration to be submitted)	
Construction Manager (2 persons)	Max. Points 04 (02 per person)
Must hold bachelor's degree in construction management / civil engineering, registered in PEC as Professional Engineer with at-least twenty (20) years overall experience out of which fifteen (15) years relevant experience (detailed CV along with PEC registration to be submitted)	
Material Engineer	Max Points 02
Must hold MSc (Geology) or Bachelor of Civil Engineering with at-least twenty five (25) years overall experience out of which fifteen (15) years relevant experience (detailed CV to be submitted)	
Planning Engineer	Max. Point 02
Must hold Bachelor of Civil Engineering with at-least fifteen (15) years overall experience having last eight (8) years relevant experience (detailed CV to be submitted)	
Structural Engineer	Max. Point 02
Must hold bachelor's degree in civil engineering, registered in PEC as Professional Engineer with at-least twenty (20) years overall experience having last ten (10) years relevant experience (detailed CV along with PEC registration to be submitted).	



Land Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least twenty (20) years overall experience having last ten (10) years relevant experience (detailed CV to be submitted)	
Quantity Surveyor	Max. Point 01
Must hold DAE-Civil degree, with at-least twenty (20) years overall experience having last ten (10) years of relevant experience (detailed CV to be submitted)	
B – 3) Annual Construction Turnover	Max Points 10
<p>Average Annual Construction Turnover for last three (3) years Rs. 5,000,000,000,000/- (Five Billion only) MAX POINTS 6 One (1) mark for each increment of PKR 500,000,000/- (Pakistani Rupees Five Hundred Million only).</p> <p>In case there is more than one (1) EPC Contractor, all EPC Contractors, collectively, must meet the criterion and only the EPC Contractor whose Average Annual Construction Turnover is PKR 2,000,000,000/- (Pakistani Rupees Two Billion only) will be considered.</p>	

DESIGN REQUIREMENT

The Concessionaire shall appoint such Designer who can demonstrate the following criteria:

FOR DESIGN

- The Designer must possess valid PEC registration certificate in Project Profile Code 1215.
- Similar Work i.e., design of at least two (2) Highways / Expressways / Motorways projects with interchanges having construction worth of PKR 3,000,000,000/- (Pakistani Rupees Three Billion only) completed in the last ten (10) years.
- Have an average annual turnover of PKR 120,000,000/- (Pakistani Rupees One Hundred Twenty Million only) for the last three (3) years.
- Have following permanent staff on their payroll for last two (2) years:
 - Structural Design Engineer MS in Structure with twenty (20) years design experience;
 - Transportation / Highway Design Engineer MS in Transportation with Twenty (20) years design experience;
 - Civil Engineers 5 No. BE / BSc Civil having twelve (12) years design experience.

Such above stated criteria shall be verified by the Independent Engineer at the time of the appointment of the Designer.



ANNEXURE C – NOT USED



ANNEXURE D – BID SECURITY

To: 20...

The Government of Sindh, [Insert Address] (the **Beneficiary**)

Guarantee No: _____ (the **Guarantee**)

Date of Issue: _____

Date of Expiry: _____

Guarantee Amount: _____

Name of Guarantor: _____

Name of Principal: _____

We, [●]¹, being the Guarantee issuing bank (the **Issuing Bank**) understand that the following party / parties have responded to the ‘*Stage Two Request for Proposal*’ issued by the Government of Sindh, dated [●] in relation to the ‘*Malir Expressway*’ Project (as amended and / or supplemented from time to time) (the **Stage Two RFP**), by submitting their respective formal proposals / bids:

[Name of the Bidder], a [Insert legal status] existing under the laws of [Insert Country] having its [registered office OR place of business] located at [Insert address], (the **Bidder**, which expression includes its successors, assignees and transferees).

Further, We, the Issuing Bank, understand that pursuant to the Stage Two RFP, the Bidder is required to provide the Government of Sindh (the **Beneficiary**), a bid security in the form of a bank guarantee equal to PKR [●] and issued by a scheduled commercial bank operating in Pakistan (with a minimum credit rating of at least ‘A-’ as rated by JCR VIS or an equivalent rating by PACRA).

The above premised, we (the **Issuing Bank**) hereby undertake irrevocably and unconditionally on demand to pay to the Beneficiary, without any notice, reference, recourse, evidence, document in support of the demand, the validity, proprietary or legality of the said demand to the Bidder or to any other entity or without any recourse or reference to the Stage Two RFP or any other document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

PKR [●]/- (Pakistani Rupees [●])
(the **Guaranteed Amount**)

¹Insert name of issuing Bank;



at sight and immediately, provided however not later than one (1) business day from the date of receipt of the Beneficiary's first written demand (the **Demand**) at the Issuing Bank's offices located at [●], such Demand referring to this Guarantee and stating the amounts demanded.

We, the Issuing Bank, shall unconditionally honour a Demand hereunder made in compliance with this Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon the submission of the Proposal by the Guarantor to the Beneficiary in response to the Stage Two RFP.

After having come into force, this Guarantee and our obligations hereunder will expire on the earlier of:

- (i) Proposal Deadline + [120 days] (the **Guarantee Original Expiry Date**) provided that, in the event the Issuing Bank has receipt of the Demand on or immediately prior to the Guarantee Original Expiry Date, the Issuing Bank shall honour that Demand; or
- (ii) when the aggregate of all payments made by us under this Guarantee equals the Guaranteed Amount.

Upon expiry, this Guarantee shall be returned to the Guarantor in terms of the conditions stipulated under the Stage Two RFP. Multiple Demands may be made by the Beneficiary under this Guarantee but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by the Beneficiary, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Guarantee for its validity period shall not be prejudiced or affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Guarantee.

The Beneficiary may not assign / transfer or cause or permit to be assigned or transferred any of their rights, interests and benefits of this Guarantee without our prior written consent, which consent shall not be unreasonably withheld or delayed.

If one or more of the provisions of this Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or



unenforceability of any provision shall not affect the validity of the remaining provisions of this Guarantee.

We hereby declare and confirm that under our constitution and applicable laws and regulations, we have the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations we have undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against us under the Pakistani law and under the laws of the jurisdiction where this Guarantee is issued. Further, that the signatory(ies) to this Guarantee is / are our duly authorized officer(s) to execute this Guarantee.

This Guarantee and all rights and obligations arising from this Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts of Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Guarantee is permitted according to the Pakistani law and the laws of the jurisdiction where this Guarantee is issued.

Authorized signatory:

Date:

Place:

Authorized signatory:

Date:

Place:



ANNEXURE E – POWER OF ATTORNEY

A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SUBMIT THE PROPOSAL

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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.*
- *Also, wherever required, the Stage One Qualified Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Stage One Qualified Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR SIGNING OF STAGE TWO TECHNICAL PROPOSAL”

KNOW ALL MEN BY THESE PRESENTS, WE, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son / daughter / wife of _____ holding [CNIC / Passport] Number _____ and presently residing at _____, who is presently employed with [us OR the Lead Member of our Consortium] and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for build, finance, operate, maintain and transfer the Project Expressway which means the four lane dualized highway (having a total length of 39.3km) designed for high speed traffic starting from Jam Sadiq River Bridge (near KPT interchange) ending near Kathore at the junction of existing Link Road and M-9, including six (6) interchanges having controlled access as more particularly described and indicated in the **SCHEDULE F (Project Site)** of the Draft Concession Agreement. It is to be noted that the length of the Project Expressway is tentative at this stage and the exact length shall be determined at the detailed design stage.

Project Expressway that is being developed by the LOCAL GOVERNMENT DEPARTMENT, GOVERNMENT OF SINDH (the **Authority**), in accordance with the Request for Proposals issued by the Authority (as amended from time to time) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings

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MALIR EXPRESSWAY PROJECT**



consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Malir Expressway Project and / or upon award thereof to us and / or till the entering into of the Concession Agreement with the Authority.

AND WE hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For & On Behalf of:

_____ (*name of the firm*)
By Its Duly Authorized Signatory

.....
(Signature)
(Name, Title and Address)

WITNESSES:

WITNESS 1:

WITNESS 2:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

.....
NAME:
CNIC / PASSPORT NUMBER:
ADDRESS:

SIGNATURE OF ATTORNEY

[NOTARISED]

.....
(Signature)
(Name, Title and Address of the Attorney)



B. POWER OF ATTORNEY TO AUTHORIZE THE LEAD MEMBER OF THE CONSORTIUM

NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *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.*
- *Also, wherever required, the Stage One Qualified Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Stage One Qualified Bidder.*
- *This Power of Attorney shall be notarised with the Notary Public.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.*
- *Please find below the form and substance of the Power of Attorney.*

“FORM OF POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM”

WHEREAS, the GOVERNMENT OF SINDH, through its LOCAL DEPARTMENT (the **GoS**) has invited bids from bidders for the ‘MALIR EXPRESSWAY PROJECT’ (the **Project**) pursuant to the Stage Two Request For Proposals issued by the GoS (as amended from time to time) and other related documents relating to the Project (the **Stage Two RFP**);

WHEREAS, _____, _____ and _____ (each hereinafter referred to individually as a **Consortium Member** and collectively as **Consortium Members**) have formed a consortium (the **Consortium**) pursuant to a Joint Bidding Agreement dated _____ [Insert date of the Joint Bidding Agreement, as is required for each Consortium that bids for the Project] for bidding for the Project in accordance with the terms and conditions of the Stage Two RFP;

AND WHEREAS, it is necessary for the Consortium Members to designate one of them as the ‘**Lead Member**’ with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

WE, _____, having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the **Principals**) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium



(hereinafter referred to as the **Attorney**) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the ‘*Competitive Selection Process*’ and, in the event the Consortium is awarded the Concession, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information / documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the GoS, and / or any other governmental agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and / or upon award thereof till the Concession Agreement is entered into with the GoS.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**.

For: _____
(Signature)
(Name, Title and Address)

For : _____
(Signature)
(Name, Title and Address)

For : _____
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)



ANNEXURE F – COMMITMENT FORM

REQUEST FOR PROPOSALS for the design, finance, operate, maintain and transfer of Malir Expressway Project

[Date To Be Provided]

COMMITMENT FORM

A Commitment Form must be completed by the Bidder and by each of its Members and Participants, and by Key Individuals who are not employees of the Bidder, a Member, or a Participant.

TO: GOVERNMENT OF SINDH (GOS)

For sufficient good and valuable consideration, receipt of which is hereby acknowledged, we hereby agree to the following:

1. DEFINITIONS

Unless the context indicates otherwise, all capitalized terms and expressions used herein and in our Proposal have the meaning given to them in the RFP (*as defined herein below*).

2. GENERAL

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

- A) we have examined, read, and understood the Draft Concession Agreement (including its schedules) and **Volume 1** (including its schedules) respectively dated [*date to be provided*] and [*date to be provided*] as it relates to the Concession, as amended by way of addenda (collectively, the **RFP**); and
- B) we have satisfied ourselves that we have a full and complete understanding of the nature and location of the Project, as well as of the general and local conditions and the other conditions under which the Concession Agreement will be carried out.

3. PRICING

We confirm that all prices appearing in our Proposal are expressed in PKR and represent aggregate prices that include all taxes, duties, levies and other charges (federal, provincial and local).

4. GUARANTEES REQUIRED BY THE LENDERS

We declare that we will be able to provide the guarantees required by the Lenders, as set out in the term sheet for each of the Financing Instruments.

5. REVISED AND FINAL PARTNERSHIP AGREEMENT

We declare and confirm that we are prepared to execute the revised and final Draft Concession Agreement, as modified by addendums, without any negotiation or amendment thereof, with



the exception of minor changes to include features that are specific to the Proposal of the Preferred Bidder.

6. FIRM AND IRREVOCABLE PROPOSAL

Our Proposal constitutes a firm offer to the GoS, that is irrevocable and binding upon us, and that it cannot be withdrawn or amended until after a period of six (6) months following the Proposal Deadline indicated in the RFP.

7. PROPOSAL COMPLIANT WITH SUBMISSION REQUIREMENTS

We declare and confirm that our Proposal satisfies and complies with the submission requirements indicated in the RFP, specifically including:

- the eligibility criteria;
- the commercial compliance evaluation criteria;
- the technical proposal compliance evaluation criteria;
- the financial proposal compliance evaluation criteria.

8. RFP

We acknowledge, confirm, and agree that our Proposal is subject to the terms and conditions of the RFP, including all disclaimer clauses and all limitation of liability clauses in favour of the GoS or any other party mentioned therein. In particular, we acknowledge, confirm, and agree that we are bound by the terms and conditions of the RFP.

9. NO MATERIAL DETERIORATION

We hereby declare and warrant that:

- with the exception of what is indicated in detail in a written document attached to this Commitment Letter, our financial situation and our business operations have undergone no adverse material change since the date of the most recent financial statements submitted along with the Bid;
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, there is no action, suit, or proceeding pending against us, or, to our knowledge, after satisfactory investigation, imminent against us or legally concerning us, brought before or by any organization, tribunal, commission, board, agency, or federal, provincial, municipal, or other office, domestic or foreign, or brought before or by any arbitrator or arbitration board, that could, in the event of an unfavourable decision, have a material adverse effect on our solvency, liquidity, or financial situation; and
- with the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we are not aware of any reason for which an action, suit, or proceeding could be brought against us.



10. NO COLLUSION OR CONFLICT

In preparing and submitting our Proposal, we declare, warrant, and confirm that we have not discussed or communicated, either directly or indirectly, with any other Bidder, or with any officer, director, employee, consultant, advisor, agent, or representative of any other Bidder (including any Member, Participant, or Key Individual of the team of a Bidder), regarding the content, preparation, or presentation of its Proposal. Our Proposal has been submitted without any relation (including a relation solely in the form of a shareholding or other interest in the ownership of a Bidder or of a Member, Participant, or Key Individual of the team of the Bidder, with the exception of a holding of less than one percent (1%) of the voting shares of any company whose shares are traded on a recognized stock exchange), knowledge, exchange, or comparison of information, or any arrangement with any Bidder or any director, officer, employee, consultant, advisor, agent, or representative of any Bidder (including any Member, Participant, or Key Individual of the team of a Bidder).

We hereby declare, warrant, and confirm that we do not have any knowledge, either direct or indirect, of any Proposal of any other Bidder, and that we do not have any interest in any such Proposal, and that we have not concluded any agreement or understanding or any formal or informal arrangement that could result in our having such knowledge or interest prior to the submission of our Proposal.

With the exception of what is indicated in detail in a schedule attached to this Commitment Letter, we hereby declare, warrant, and confirm that, to our knowledge, no real or apparent Conflict of Interest has arisen, exists, or is reasonably likely to arise in the future in connection with the submission of our Proposal in response to the RFP, or in connection with the delivery of the services required of the Private Partner.

We hereby declare, warrant, and confirm that we have no access to any confidential information belonging to the GoS, and that we are not in a position to take advantage of any right of access to such information (other than confidential information that the GoS may communicate to all Bidders).

11. FURTHER 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 GoS, 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 GoS in connection with the RFP.

12. EVIDENCE OF AUTHORITY

We acknowledge that the GoS requires that each of the undersigned (other than a Key Individual) provides evidence, in the form of a resolution in a form deemed acceptable by the GoS, that the person signing this Commitment Form on behalf of the undersigned has the authority required to do so and to bind the undersigned.



13. COPIES

This Commitment Form may be signed in multiple copies, each of which is deemed to be an original, and these copies together shall constitute a single instrument.

IN WITNESS WHEREOF we have signed this Commitment Form on *[date to be provided]*.

Bidder:

(Name)

(Street address or postal box number)

(City, Province, and Postal Code)

Authorized signatory: _____

Name and title: _____
(Please type or print)

IF THE BIDDER IS A CONSORTIUM OR OTHER ENTITY:

Executed and delivered by: _____

[*NAME OF THE CONSORTIUM OR OTHER ENTITY] by its duly authorized representative, and by
[provide particulars on the signature]:

[NAME OF BIDDER *]

(Authorized signatory)

(Authorized signatory)

Each of the undersigned hereby:

- acknowledges that the Bidder has signed the above-mentioned Commitment Form;
- acknowledges and confirms that he has read, reviewed, and understood each of the provisions of the Proposal, that he accepts them, and that the Proposal has been submitted with its consent;



- confirms and agrees that the provisions of Sections 2, 8, 9, 10, 11, and 12 apply to it, with such modifications as the circumstances require.

EXECUTED on _____.

Member: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Participant: _____
(Name)

Name and title: _____
(Please type or print)

Authorized signatory: _____
(Name)

Name and title: _____
(Please type or print)

Key Individual*: _____
(Name)

Name and title: _____
(Please type or print)

* Applicable to Key Individuals who are not employees of the Bidder, a Member, or a Participant.



ANNEXURE G - DECLARATION

We the undersigned return this Stage Two RFP submission, the Stage Two Proposal and its appendices and acknowledge that we are bound by its content.

We confirm that we are fully conversant with the requirements of the GoS and the subject matter of the procurement exercise as set out in the Stage Two RFP.

By submitting a proposal, we represent and warrant to the GoS that our proposal has been prepared, relies and has been submitted solely on investigations, examinations, knowledge, analyses, interpretation, information, opinions, conclusions, judgments, and assessments independently undertaken, formulated, obtained, and verified by us and our team members and not in any way upon any action or omission, the scope, timeliness, accuracy, completeness, relevance, or suitability of any Information. We further warrant that we understand all aspects of the Stage Two RFP and its governing rules including but not limited to the evaluation criteria laid down in the Stage Two RFP and that the same is in line with the Sindh Public Procurement Rules, 2010.

We warrant that the details of this submission in response to the Stage Two RFP have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organization.

We acknowledge that the GoS is not bound to proceed with the procurement exercise and reserves the right at its absolute discretion to accept or not accept any proposal submitted and thereafter invite any Preferred Bidder to enter into a Concession Agreement for the delivery of the Project.

We certify that we have full power and authority to submit this response to the Stage Two RFP and that this is a bona fide submission in response to the Stage Two RFP.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Stage Two RFP.

Signed for and on behalf of (Bidder / consortium member)

Signature:

Position:

Name:

Address:

Power of attorney attached: (YES / NO)

Date:

(Please return this declaration on your company's letterhead.)

WITNESSES

WITNESS I

WITNESS II

.....
NAME:

CNIC No.:

.....
NAME

CNIC No.:



ANNEXURE H - NON-DISCLOSURE AGREEMENT

[To be printed on Company letterhead of the Bidder or, in case of the Consortium, the Lead Consortium Member]

STRICTLY PRIVATE & CONFIDENTIAL

[Insert Date]

To:
THE PROJECT MANAGER,
GOVERNMENT OF SINDH,
Project Implementation Unit, Malir Expressway Project
Address: [●].

From:
M/s _____ *[Insert legal name of Bidder]*
_____ *[Insert Address of Bidder]*,
(the **Bidder**).

RE: NON-DISCLOSURE AGREEMENT

Dear Sir,

This Non-Disclosure Agreement (this **Agreement**) sets out the terms and conditions governing disclosure and exchange of Confidential Information (defined below) (including proprietary information) between the Government of Sindh (the **GoS**) and the Bidder whereby Bidder intends to explore the possibility of entering into a Concession Agreement for the build, finance, operate, maintain and transfer of the Project Expressway which means the [●] as more particularly described and indicated in the **SCHEDULE F (Project Site)** of the Draft Concession Agreement (Volume II). It is to be noted that the length of Project Expressway (including the length of proposed bridge) is tentative at this stage and the exact length shall be determined at the detailed design stage.

Confidential Information means all documents, software, reports, data, records, forms and other materials provided to the Bidder by the GoS or their advisors pursuant to this Agreement:

- that have been marked as confidential;
- whose confidential nature has been made known; or
- that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
- **Confidential Information** shall not include information that:
 - is or becomes publicly known through no wrongful or unlawful act of the Bidder;
 - is already in the Bidder's possession prior to its disclosure by the GoS;



- is independently developed by the Bidder without the benefit of Confidential Information provided by the GoS; or
- is received by the Bidder from a third party not known to the GoS to be under any restriction or an obligation of confidentiality.

In consideration of being provided with the Confidential Information, the Bidder hereby agrees with the GoS on the following terms:

1. The Confidential Information will be used by the Bidder solely to explore the possibility of entering into a Concession Agreement with the GoS for the Project (the **Stated Purpose**) and will be kept confidential and will not be disclosed, in whole or in part to any other person, except that the Confidential Information or portions thereof may be disclosed to those of the partners, directors, officers and employees (collectively, the **Representatives**) of the Bidder who need to know such information for the Stated Purpose (it being understood that those Representatives will be informed of the confidential nature of the information.).
2. The Bidder shall not be deemed to be in breach of this Agreement for any disclosure of information in confidence to its professional advisers or insurers or as may be required by law or any regulatory authority or professional practice requirements.
3. This Agreement shall continue for three (3) years from the date of this Agreement unless and to the extent that the GoS may release it in writing.
4. This Agreement shall be governed by and construed in accordance with the Pakistani law and both parties to this Agreement submit to the exclusive jurisdiction of the Pakistani courts.

Please indicate your acceptance of the terms of this Agreement by signing this Agreement in the space indicated at the end.

For & On behalf of
[Insert Name of Bidder]

.....
(Signature)

Name: [Insert name of Authorized Representative of Bidder or, in case of Consortium, of the of Authorized Representative of the Lead Member]

Designation:

WITNESSES

WITNESS I

WITNESS II

.....
NAME:
CNIC No.:

.....
NAME
CNIC No.:



WE HAVE READ THIS AGREEMENT FULLY AND CONFIRM OUR AGREEMENT WITH ITS TERMS.

For and on behalf of
GOVERNMENT OF SINDH

.....

Name:.....
Designation: **PROJECT MANAGER**, Government of Sindh,
Local Government Department, Malir Expressway Project
Address: [●].

WITNESSES

WITNESS I

WITNESS II

.....
NAME:
CNIC No.:

.....
NAME
CNIC No.:



ANNEXURE I – INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC., PAYABLE BY THE BIDDERS

CONTRACT NUMBER: _____

DATED: _____, [●]

CONTRACT TITLE: CONSTRUCTION AND OPERATIONAL SERVICES FOR BUILD, FINANCE, OPERATE, MAINTAIN AND TRANSFER THE MALIR EXPRESSWAY PROJECT UNDER PPP MODE

[*Bidder*] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (the GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (i.e., the GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, [*Bidder*] represents and warrants 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 its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit, in whatsoever form, from the GoS, except that which has been expressly declared pursuant hereto.

[*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 the transaction with the GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [*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 and warranty.

[*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 the GoS under any law, contract or other instrument, be voidable at the option of the GoS.

Notwithstanding any rights and remedies exercised by the GoS in this regard, the [*Bidder*] agrees to indemnify the GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [*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 the GoS.

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**Acknowledged, Accepted & Agreed
For & On Behalf of:**

**[INSERT NAME OF BIDDER], through its
duly authorized signatory**



**WORKS AND SERVICES DEPARTMENT,
GOVERNMENT OF SINDH, through its
duly authorized signatory**

.....
(Signature)

NAME:

DESIGNATION:

.....
(Signature)

NAME:

DESIGNATION:



ANNEXURE J - TECHNICAL FORMS

FORM J-1 BASIC INFORMATION FORM

Each firm or member of a JV must fill in this form

Basic Information Form (Company Profile)

All individual firms and each partner of a joint venture applying for prequalification 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 <i>etc.</i>) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust <i>etc.</i>)	
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 J-2
HISTORICAL NON-PERFORMANCE, BLACK LISTING AND PENDING LITIGATION

Non-Performing Contracts			
<input type="checkbox"/> Contract non-performance did not occur within the last two (2) years prior to the deadline for bid submission based on all information on fully settled disputes or litigation (Affidavit to be provided)			
<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 black listed by government / semi government / autonomous / private organizations (Affidavit to be provided)

Failure to Sign Contract

Bid Security Declaration
<input type="checkbox"/> Bidder shall not be under execution of a Bid-Securing Declaration (Affidavit to be provided)

Conflict of Interest: Attach Affidavit

Pending Litigation			
<input type="checkbox"/> 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) (Affidavit to be provided)			
<input type="checkbox"/> Pending litigation (All pending litigation shall in total not represent more than 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 J-3
FINANCIAL SITUATION

Financial Data for Previous 3 Years

Information from Balance Sheet

	Year 1	Year 2	Year 3
Total Assets			
Total Liabilities			
Current Assets			
Current Liabilities			
Net Worth			

Information from Income Statement

Total Revenues of Construction			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) 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
 - Tax return filed must be provided
 - Foreign firms if participating in the bidding process should submit NTN Certificate of their country duly attested by Consulate of their country



**FORM J-4
CURRENT CONTRACT COMMITMENTS / WORKS IN PROGRESS**

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

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 Six Months [PKR/month]
1					
2					
3					
4					
5					



FORM J-5
DETAILS OF CONTRACTS OF SIMILAR NATURE AND COMPLEXITY COMPLETED OVER
LAST 20 YEARS

(A) FOR CONSTRUCTION

Sr. No.	1	2	3	4	5
Name of Contractor:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Contractor Role (Mention: Sole, Sub Contactor or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					
Date of Award:					
Date of Completion:					

(B) FOR DESIGN

Sr. No.	1	2	3	4	5
Name of Consultant:					
Country:					
Province & Location					
Name of Procuring Agency with Address, Tele, Fax.					
Nature of works and special features relevant to the contract for which applied:					
Consultant Role (Mention: Sole, Sub Consultant or Partner in a Joint Venture).					
Value of the total contract in Pak/Rs:					

**VOLUME I: STAGE TWO REQUEST FOR PROPOSAL
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Date of Award:					
Date of Completion:					

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**FORM J-6
LIST OF KEY PERSONNEL**

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in technical evaluation criteria.

Sr. No.	Title of Position	Name
1		
2		
3		



FORM J-7
CURRICULUM VITAE (CV) OF PROPOSED EXPERTS

CURRICULUM VITAE (CV) OF PROPOSED EXPERTS

1. Proposed Position: _____

2. Name of Expert & PEC Registration no. : _____

3. Name of Firm: _____

4. Current Residential address: _____

Telephone No: _____ Fax No: _____

E-Mail Address: _____

5. Date of Birth: _____ Citizenship: _____

6. Qualification: _____

7. 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.

Signature of the Candidate:

Place:

Date:



**FORM J-8
PLANT & EQUIPMENT**

Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment whether owned / leased / rented listed in evaluation and qualification criteria.

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

Sr. No	Name of Equipment	Name of Manufacturer	Model and power rating	Capacity	Year of Manufacture	Current Location
1						
2						
3						
4						
5						
6						
7						
8						
9						

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 Telephone Fax & Email of the owner	Agreements Details of rental/ lease/ manufacture agreements specific to the Project
1						
2						
3						
4						
5						
6						
7						
8						
9						

Note: Provide copies of lease agreement / rent agreement

**VOLUME I: STAGE TWO REQUEST FOR PROPOSAL
MALIR EXPRESSWAY PROJECT**



**FORM J-9
NOT USED**



**FORM J-10
DETAILED PLAN FOR ACHIEVING FINANCIAL CLOSE**

In response to this Stage Two RFP, the Stage One Qualified Bidders are instructed to provide a detailed plan for achieving the financial close as per the requirements of this Stage Two RFP.



FORM J-11
BASIC INFORMATION FORM – EPC CONTRACTOR

Basic Information Form (Company Profile of EPC Contractor)

All individual firms and each partner of a joint venture applying for prequalification 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 <i>etc.</i>) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust <i>etc.</i>)	
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:

All the information required for the purposes of the evaluation and are contemplated under **Annexure A** (*Basic Eligibility Criteria*) and **Annexure B** (*Technical Evaluation*) shall be provided in orderly manner, no extra / additional information is required so as to facilitate efficient evaluation.



FORM J-12
FINANCIAL PROPOSAL FORM

Key Financial Indicators

Year (after Project construction completion)	1	2	...	25
Revenue				
Debt - Principal Payment				
Debt - Interest				
Operations; and Maintenance costs				
Taxes (in accordance with Income Tax Ordinance 2001)				

1. PROJECT COST BREAKUP

Item	Total
Construction cost excluding taxes	In PKR
Taxes on construction cost (in accordance with Income Tax Ordinance 2001)	
Engineering / design costs	In PKR
Interest During Construction cost	In PKR
Insurance Cost (PKR)	In PKR
Other Project Costs items	In PKR
Other Taxes	In PKR
<i>Total cost before contingency)</i>	In PKR
Contingency	In PKR
Project Cost	In PKR

2. CAPITAL STRUCTURE

Total Project Cost		
Private Party Equity	In %	In PKR
GoS Equity	In %	In PKR
Debt	In %	In PKR

3. DEBT ASSUMPTIONS

Interest Rate	
Quoted Margin (Spread) on base rate	In %

**VOLUME I: STAGE TWO REQUEST FOR PROPOSAL
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Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



ANNEXURE K - AFFIDAVIT

NOTES FOR EXECUTION OF AFFIDAVIT

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each member of the Consortium, wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be notarised with the Notary Public.*
- *For an Affidavit executed and issued overseas, the document will also have to be legalised by the Pakistani Embassy and notarised in the jurisdiction where the Affidavit is being issued.*

Please find below the form and substance of the Affidavit.

AFFIDAVIT

Date: _____

[•]
[•]
[Address]

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

- are not in bankruptcy or liquidation proceedings;
- are not blacklisted by any governmental or non-governmental department / agency;
- have not been convicted of, fraud, corruption, collusion or money laundering;
- are not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect our capability to comply with the obligations under the Concession Agreement;
- [are legally and financially autonomous and operate under commercial law]²;
- [there is no pending litigation which represents more than fifty percent (50%) of our net worth]³;

²Only relevant for the government owned legal enterprise or institution.

³If applicable;

**VOLUME I: STAGE TWO REQUEST FOR PROPOSAL
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- g. [are not under any non-performance of a contract within last two (2) years of the Stage Two Proposal Deadline]⁴; and
- h. [have not failed to sign a contract with any procuring authority following award]⁵.

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:

⁴If applicable;

⁵If applicable;



ANNEXURE L – SCOPE OF WORK

1. PROJECT ALIGNMENT

Project Expressway shall be an Access-Controlled facility, it will start before Jam Sadiq Bridge on Korangi Road which is on Right Bank of Malir River and travelling along the Malir River up to the existing Link Road between N-5 and M-9 (2.4 km short of M-9) and it will take left turn from this point to meet M-9 (Kathor), the end point of the Project, as shown in the Location Plan. The tentative measured length of the expressway is 39.40 km. The exiting portion of Link Road between N-5 and M-9 will need modification to meet the requirements of the Expressway according to given cross-sections. Similarly, the existing Trumpet Interchange on M-9 will also be modified to meet the design requirements of the Expressway.

2. REQUIRED CONFIGURATION OF INTERCHANGES

The Project Expressway being an access-controlled facility, therefore following entry and exit points at Interchanges are envisaged at this stage, which shall be followed by all Bidders:

I. **At Project Start Point, Interchange Before Jam Sadiq Bridge on Korangi Road provides following conflict free movements: (The Interchange design must have provision for Future Bridge at Korangi Road over Malir River)**

Entry to Malir Expressway

- Straight two directional movements connecting Malir Expressway with Creek Avenue Road (DHA)
- Left turn for North bound traffic coming from KPT Interchange and moving towards M-9
- Right Turn for North bound traffic coming from Korangi Crossing traveling towards M-9

Exit from Malir Expressway / Korangi Road

- Right turn for traffic coming from FTC / KPT Interchange / Korangi Road moving towards Creek Avenue Road (DHA)
- Left turn for south bound traffic coming from M-9 and traveling towards Korangi Crossing

II. **Jam Sadiq Interchange to provide only following conflict free movements:**

(At this location Malir Expressway will be grade separated through the existing bridge crossing Malir River connecting Sunset Boulevard / Korangi Road with Korangi Industrial Area)



Entry to Malir Expressway

- Left turn for North bound traffic coming from Shaheed-e-Millat Expressway and moving towards M-9
- Left turn traffic for North Bound expressway which is coming from Sunset Boulevard / Korangi road from KPT Flyover Bridge should have grade separated conflict free entry from traffic going towards Jam Sadiq Bridge.

Exit from Malir Expressway

- Right turn for south bound traffic coming from M-9 and moving towards KPT Interchange
- Left turn for south bound traffic coming from M-9 and traveling towards Korangi Industrial Area

III. EBM Causeway:

- At this location EBM Causeway will remain at grade and Expressway will flyover this road

IV. Korangi-Shah Faisal Interchange to provide only following conflict free movements:

(At this location Malir Expressway will be grade separated through an existing bridge across the Malir River connecting Shah Faisal Colony to Korangi)

Entry to Malir Expressway

- Left turn for north bound traffic coming from Shah Faisal Colony to move towards M-9
- Right turn for north bound traffic coming from Korangi Industrial Area to move towards M-9

Exit from Malir Expressway

- Left turn for south bound traffic coming from M-9 and moving towards Korangi Industrial Area
- Right turn for south bound traffic coming from M-9 and moving towards Shah Faisal Colony

V. Quaidabad (N-5) Interchange

(At this location Malir Expressway will be grade separated through the existing bridge of National Highway N-5 on Malir River)



Entry to Malir Expressway

- Left turn for north bound traffic coming from Airport to move towards M-9
- Left turn for south bound traffic coming from Thatta to move towards KPT Interchange.
- Right turn for traffic coming from Airport to move towards KPT Interchange via Malir Expressway
- Right turn for north bound traffic coming from Thatta to move towards M-9 via Malir Expressway

Exit from Malir Expressway

- Left turn for traffic coming from KPT Interchange (North Bound traffic) to move towards Airport
- Right turn north bound traffic coming from KPT Interchange and moving to Thatta
- Left turn for south bound traffic coming from M-9 and moving to Thatta
- Right turn for south bound traffic coming from M-9 and moving to Airport

VI. Interchange near km 25+000 (Exact Location to be decided)

- It will be At-Grade for two (2) left turning movements and trumpet interchange for two (2) right turning movements

VII. Interchange near km 33+000 (Exact Location to be decided)

- It will be At-Grade for two (2) left turning movements and trumpet interchange for two (2) right turning movements

VIII. Remodelling / Extension of existing Trumpet Interchange at Link Road – M-9 Junction for dual carriage expressway and transition lanes with M-9.

Note: All the entry and exit lanes shall be designed for smooth transition as per standard design requirements assuring no disturbance to existing traffic movements.

3. UNDERPASSES

Following underpasses are envisaged at this stage:

- (a) Road linking Sindhi Chemical Market in Korangi to Shah Faisal Town Block-5 near km 7+000



- (b) Korangi – Malir Link Road near km 13+000
- (c) Main Railway Line of PR, near future Colony near km 14+500
- (d) 5 Nos. at appropriate locations

For all above Underpasses, 50m approach roads on City Side shall also be developed to provide proper access to Underpasses.

4. TYPICAL CROSS-SECTIONS

Typical cross-sections of embankment, bridges, slip roads and entry exit ramps are provided in given Figures.

5. PROJECT COMPONENTS

Project Components *include detailed design, construction, operation and maintenance* of following listed items:

Not limited to as specified below, overall components of design, and construction of the Project are as follows:

- (a) Project Expressway shall be an access-controlled facility.
- (b) Prior to fixing the alignment, carry out map / satellite imagery study supplemented with area reconnaissance and study number of options for the Expressway, the Concessionaire will present to the Independent Engineer (IE) and the Authority, all options with merits and demerits after ground assessment and salient features of each option. These options should be based on findings and recommendations of Hydraulic Study, High Flood Level and its extents on both sides of Malir River.
- (c) Detailed designing of the Expressway should be based on the given design criteria and provided typical X-Sections. The Concessionaire shall be responsible for all aspects of Design in conformity with applicable standards, safety and in accordance with the Concession Agreement, including the Design requirements as set out in relevant article and schedule of the Concession Agreement.
- (d) Carryout the Hydrological studies of Malir River and based on this study placement of alignment, height of embankment, protection and erosion control of the embankment slopes shall be decided for the final design.
- (e) Should take into consideration river flow patterns during peak flood for 50 years return period. A Report prepared by Water and Power Development Authority entitled “*Feasibility Report Karachi Flood Control Plan*” prepared in the year 1983 and updated in the year 1990 will be made available to the Concessionaire for reference only.
- (f) Carry out design and construction of Rigid and Flexible Pavement.



- (g) Design and construction of Embankment height and slopes, retaining / protection works, erosion protection works and drainage works in view of findings and recommendations of Hydraulic Reports mentioned above.
- (h) Design and construction of road safety elements like road side safety barriers, road furniture which includes:
 - Pavement markings, lines, arrows and studs;
 - Guardrails at high embankment locations;
 - Traffic direction signs;
 - Information signs;
 - Warning signs;
 - Gantries;
 - Vision and Sound Barriers,
- (i) Carry out design and construction of bridge structures for flyovers and interchanges.
- (j) Carryout detailed design and construction of interchanges, Intersections, underpasses, and cross-drainage structures.
- (k) Carry out detailed design and construction of electrification of road, interchange, flyover, bridges and toll plaza, toll building and control building.
- (l) Carry-out EIA Report and to seek approval from EPA as per their rules and regulations. (Land acquisition and clearance of encroachment will be the responsibility of the Authority).
- (m) Carry-out Detailed Design and construction of toll gates / toll plaza, and its control building. The size of Plot of Control Building for each toll plaza should not be less than one hundred square metre (100 sq.m.) out of which seventy percent (70%) should be covered area.
- (n) Carry-out Detailed Design and construction of Main Control and Administration Building having one thousand square meter (1,000 sq.m) area out of which seventy percent (70%) will be covered area. Location of this building shall be selected in consultation with the Independent Engineer (IE) and Authority.
- (o) Carry-out detailed design and construction of weigh bridges and its office.
- (p) Prepare construction drawings and reports based on approved detailed design of all components of the Project Expressway.
- (q) Give detailed plan of implementation strategy.
- (r) Prepare land acquisition plans.
- (s) Prepare properties demolition plans (demolition of encroachments / properties shall be executed by the EPC contractor).



- (t) Prepare plans showing relocation of existing utilities within right-of-way (**ROW**)/ construction limits. These plans will be submitted to the Authority for their coordination and relocation.
- (u) Supply and installation of right of way markers.

6. DETAILED DESIGN OF PROJECT

- a) Carryout map / satellite photographs study and review of all material / documents / studies / alignment plans / typical cross-sections / drawings provided, supplemented with area reconnaissance and detailed topographic survey, study options for alignment in view of hydraulic studies, and present all options with merits and demerits after ground assessment of salient features of each alignment.
- b) Carry out soil and material investigation to determine the “*Subsoil Condition*”, other required soil tests and analysis for the authenticity of any available report as the Independent Engineer / Authority will not be liable to any discrepancy.
- c) Carry out hydrological studies for each structure by determining catchment areas for each structure.
- d) Carry out geotechnical investigations for bridges and other structures.
- e) Detailed designing of the Project based on conceptual location plans and typical cross-sections. However, the Concessionaire will be responsible for all aspects of design in conformity with Applicable Standards and in accordance with the Concession Agreement, including the design requirements as set out in the Concession Agreement.
- f) Detailed geometric design of road component, at grade, interchanges, intersections, flyovers, slip roads, ramps, weigh bridges, toll plaza including their approaches, underpasses, cattle creeps, culverts, slope protection works as per the design criteria given in the AASHTO standards. Also carry out flexible asphalt pavement design, design of retaining / protection works, design of erosion protection works, river training works and drainage works.
- g) Carry out detailed Structure Design of all the interchanges, flyovers, underpasses, culverts, weigh bridges, toll plazas and their allied buildings.
- h) Carryout detailed structure design of other bridges / structures and culverts in accordance with provisions of “*AASHTO LRFD Bridge Design Specifications*”.
- i) Design of other minor structures and intersections (at-grade).
- j) Prepare construction drawings of all roadworks, structure works and drainage and protection works.
- k) Preparation of land acquisition and utility / infrastructures relocation folders.



- l) Carry out Environment Impact Assessment - EIA study and submit report to seek approval from the Sindh Environmental Protection Agency as per their rules and regulations.
- m) Toll plaza, toll control building, weigh bridges, offices and residence for operation and maintenance staff including construction drawings.
- n) Give detailed plan of implementation strategy.

A summary of the design criteria is provided hereunder, however, to promote innovation, Bidders are encouraged to develop their Stage Two Proposals that differ or vary from the reference design and that comply with the requirements of the Draft Concession Agreement. The general performance requirements for the Project Expressway are given hereafter.

7. **DESIGN STANDARDS AND LOADING CRITERIA**

DESIGN LIFE

Design Life (Years)	
Bridges	80
Culverts	80
Flexible Pavement	10
First Overlay	10
Second Overlay	10
Rigid Pavement	40
Hydrology Study (return flood period)	50

Expressway Geometric Design Standards and Criteria

A Policy on Geometric Design of Highways and Streets, 2011 edition by AASHTO shall be followed.

Criteria	Expressway	Interchange
Design speed	100 km/h	40 km/h
Maximum super elevation	4.00%	4.00%
Gradient (Max)	3.00%	4.00%
Gradient (Min)	0.20%	0.20%
<u>Transverse Slope</u> Carriageway Shoulder	2% outer cross slope 4% outer cross slope	2% outer cross slope 4% outer cross slope
Expressway Carriageway Width	10.95m (7.30m, Reduce One Lane from each carriageway from Jam)	7m (Ramp/Loop/Slip Roads)



	Sadiq Interchange to Korangi Road Interchange & Creek Avenue Connection)	
Outer Shoulder Width	3.0m	0.5m (Ramp/Loop/Slip Roads)
Inner Shoulder Width	1.20m	0.5m (Ramps/Loop/Slip Roads)
<u>Bridge</u> Carriageway Width Outer Shoulder Inner Shoulder	-	10.95m 1.20m 1.20m
Shoulder Surfacing	Asphaltic Wearing Course	Asphaltic Wearing Course
Embankment height	Min. 0.30 meter above the High flood level	Min. 0.30 meter above the High flood level
Embankment side slope	2H:1V	2H:1V

STRUCTURE DESIGN STANDARDS AND CRITERIA

Structure Design Standards:

- AASHTO LRFD

Loading Criteria:

- West Pakistan Code of Practice for Highway Bridges, 1967

Seismic Design:

- AASHTO analysis and design with latest Seismic zoning map for Pakistan as per revised current GoS seismic parameters.

Standards for Material Testing:

- ASTM -American Society for Testing and Materials
- AASHTO-American Association of State Highway and Transportation

8. EMBANKMENT DESIGN

The embankment design, its height, slopes and protection works, including apron on river side, shall be designed keeping in view of the outcome of Hydrology Study Report which shall be carried out for not less than fifty (50) years Flood Return Period.

Due consideration shall be given to Road Side Barriers at high embankment locations as per design standards.



In areas of high water table, filter cut-off layer shall be provided to protect the pavement structure. This should include day-lighting of the pavement layers to outer side of the embankment. Surface drainage should also be designed properly.

9. PAVEMENT DESIGN

The pavement designs shall be carried out as per AASHTO Guide (latest edition) with load factors from NTRC Report and confirm the design with the mechanistic design methodology. The pavement design shall be based on one hundred million (100,000,000) ESALS per Lane traffic volume and its projection. Traffic growth factors shall be established through the study of available traffic data.

Since the Project Expressway will be a new facility, and no traffic is currently plying on its alignment, volume of traffic and in turn the required pavement structure is the prime concern. As such, for bid comparison, all the Bidders should quantify and price the Flexible Pavement based on a pavement design of one hundred million (100,000,000) ESALS Load per Lane for a design life of ten (10) years. Two Overlays are envisaged for this concession, first on the eleventh (11th) anniversary of COD and Second Overlay ten (10) years after the First Overlay. Design lives of both the overlays shall be 10 years.

For the outer lane of the Project Expressway, the Concessionaire shall carry out Rigid as well as Flexible Pavement, using the ESALS provided above and for forty (40) years design life of Rigid pavement and ten (10) years design life of Flexible pavement. The Concessionaire shall also provide the costs of both type of pavements, with the two (2) types of maintenance costs during the concession period. This will be helpful for a cost-effective strategy to be adopted by the Authority, by comparing Rigid Pavement and Flexible Pavement.

Other design criteria not specified herein shall be approved by the Independent Engineer (IE) before being adopted for the design.

10. PROTECTION WORKS:

Protection work and guide bank will be designed for high flood discharge for a return period of not less than fifty (50) years and flow pattern determined by design calculations and hydraulic study. Detail Drawings of the same will form part of Design report and construction package. As mentioned above, on both banks of Malir River, Sewerage and Storm Water outlets are discharging in Malir River. Concessionaire should keep in view this drainage/discharge pattern and during the design, due diligence shall be given to the required protection works near each cross-drainage structure and underpasses.

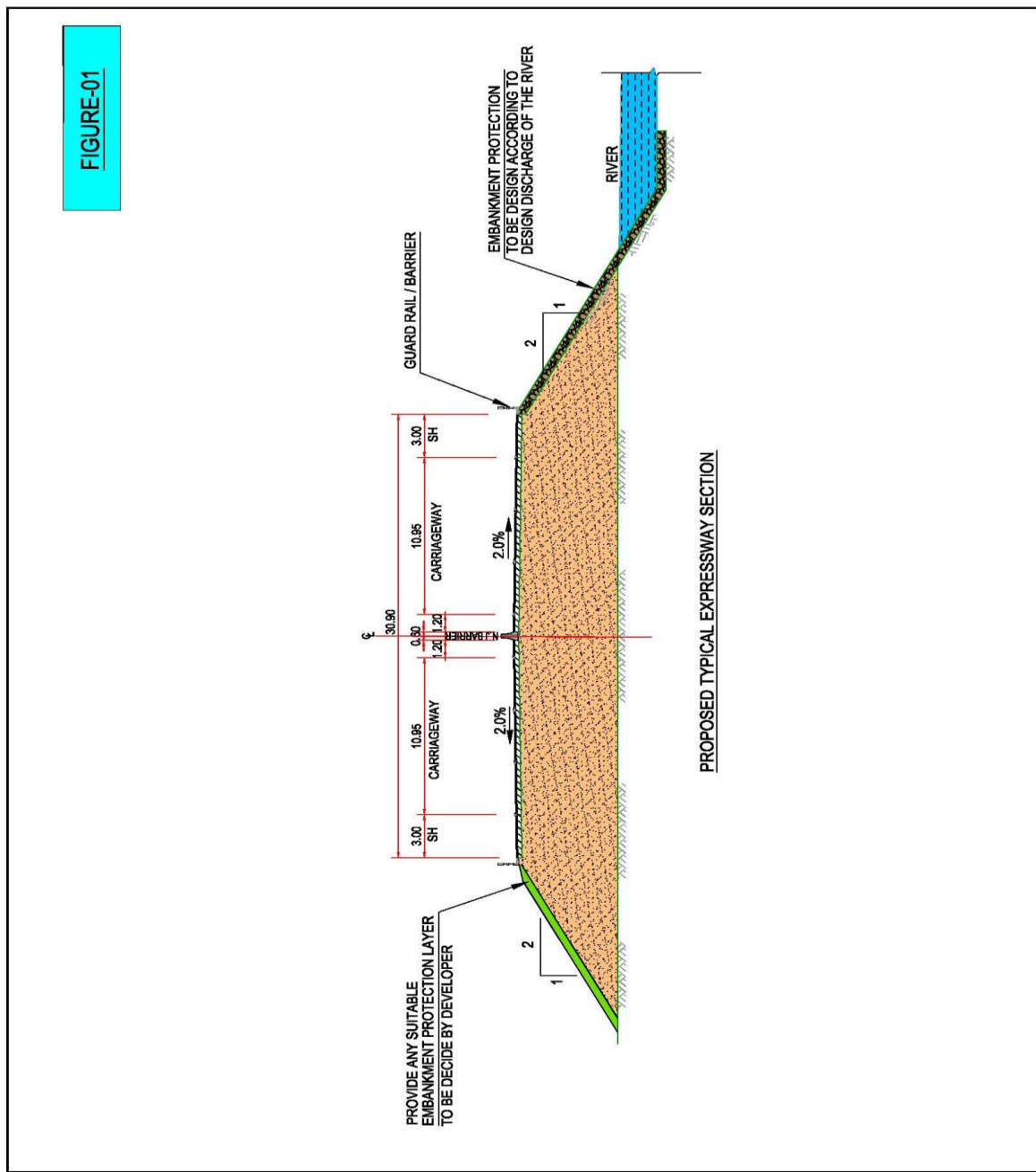
11. ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY

EIA should include but not limited to the following:

- a. Review of legislation and legal framework;
- b. Project features and analysis of various alternatives;
- c. Identification of project's various impacts *e.g.*, ecological, socio-economic *etc.*;



-
- d. Impacts from the surrounding ongoing and proposed development, during planning, construction and on completion;
 - e. Impact identification, analysis and mitigation measures;
 - f. Preparation of detailed Environmental management and mitigation plan during construction phase and on completion;
 - g. Any other requirements of the statutory authorities as required for the approval of the study;
 - h. Assisting Concessionaire in obtaining all NOCs from EPA.
 - j. Quantification and costing of environmental management mitigation measures.



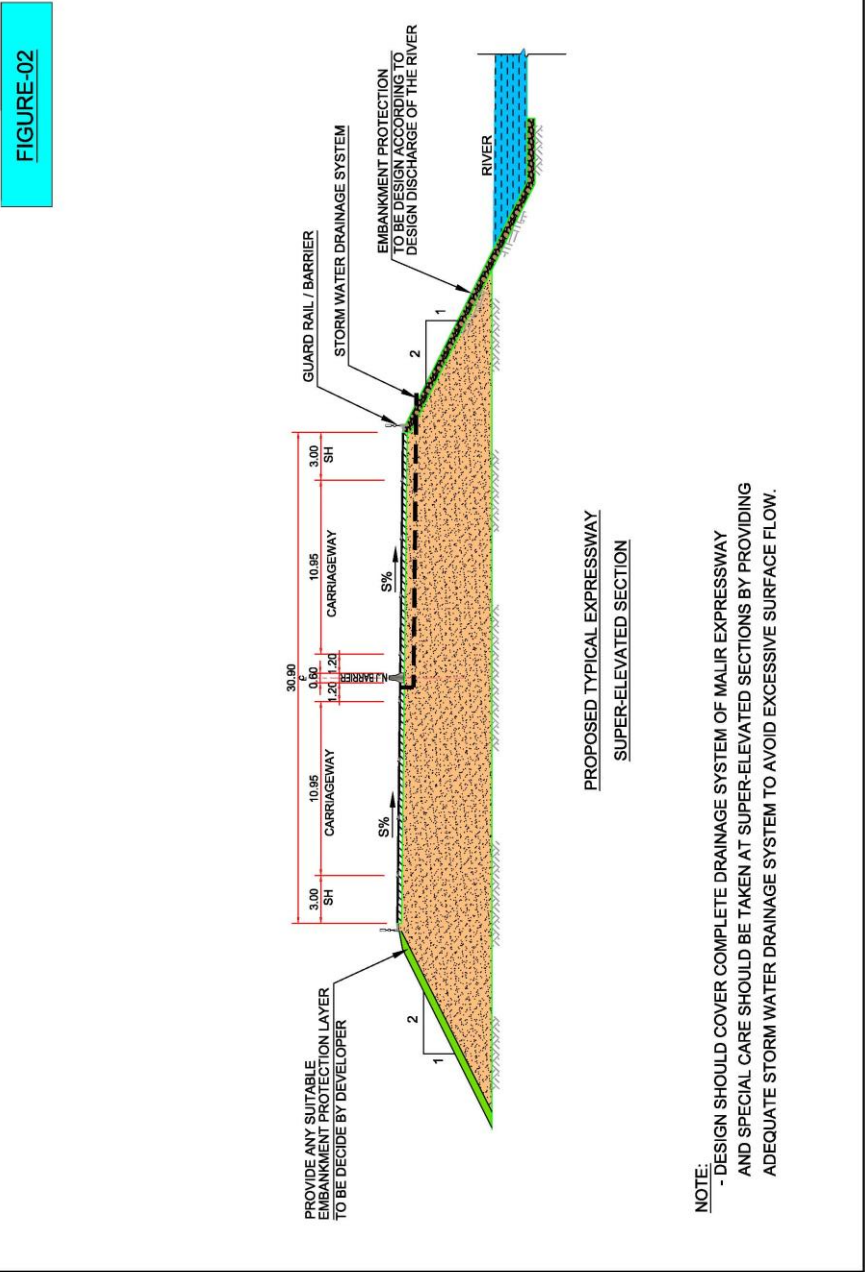




FIGURE-03

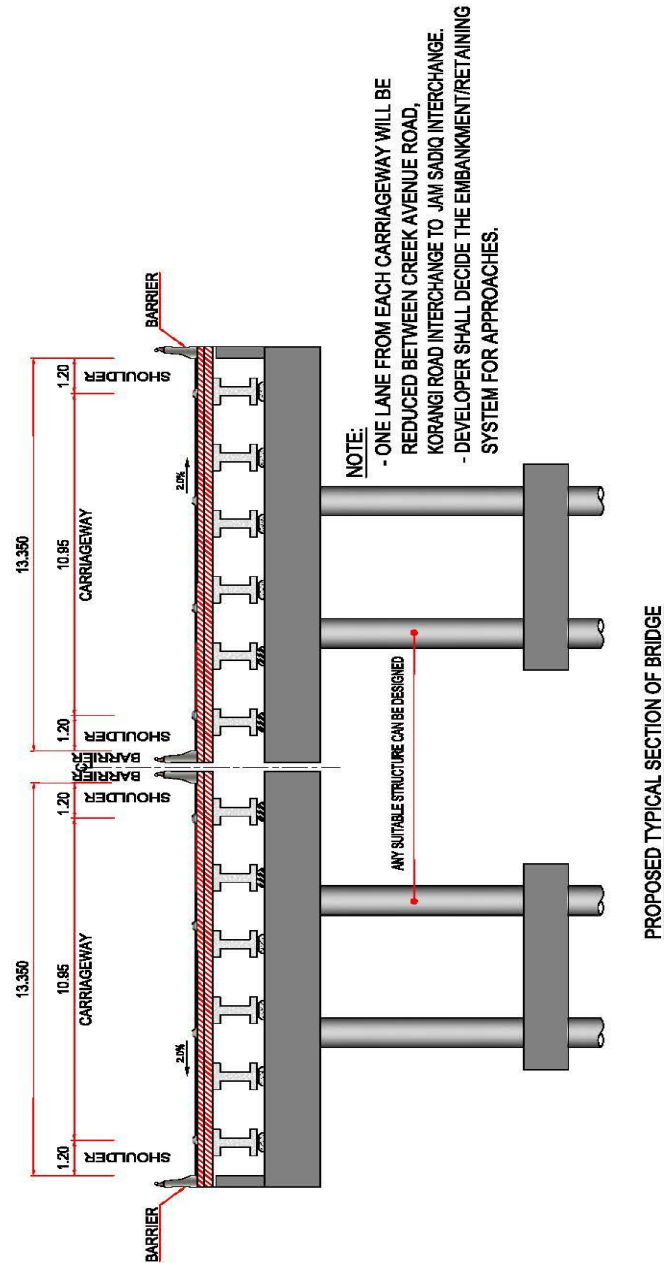
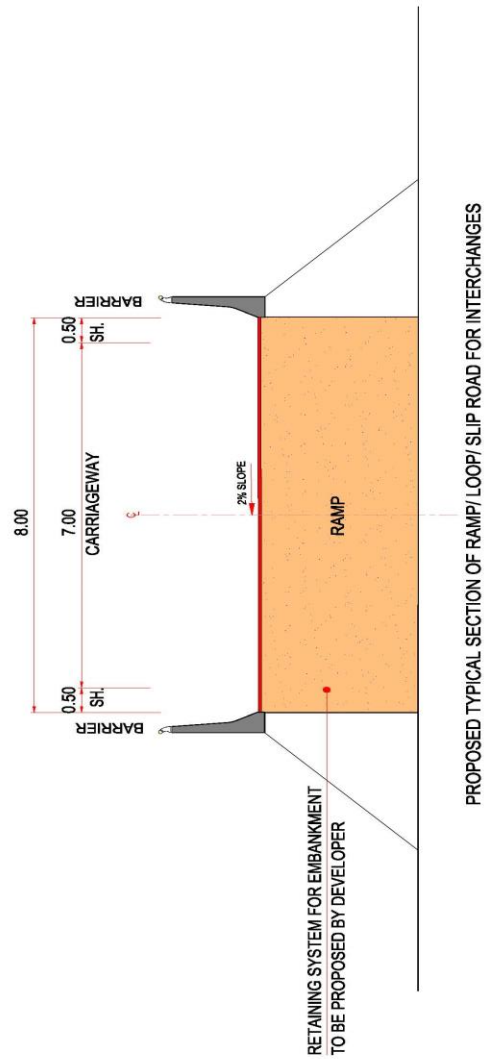
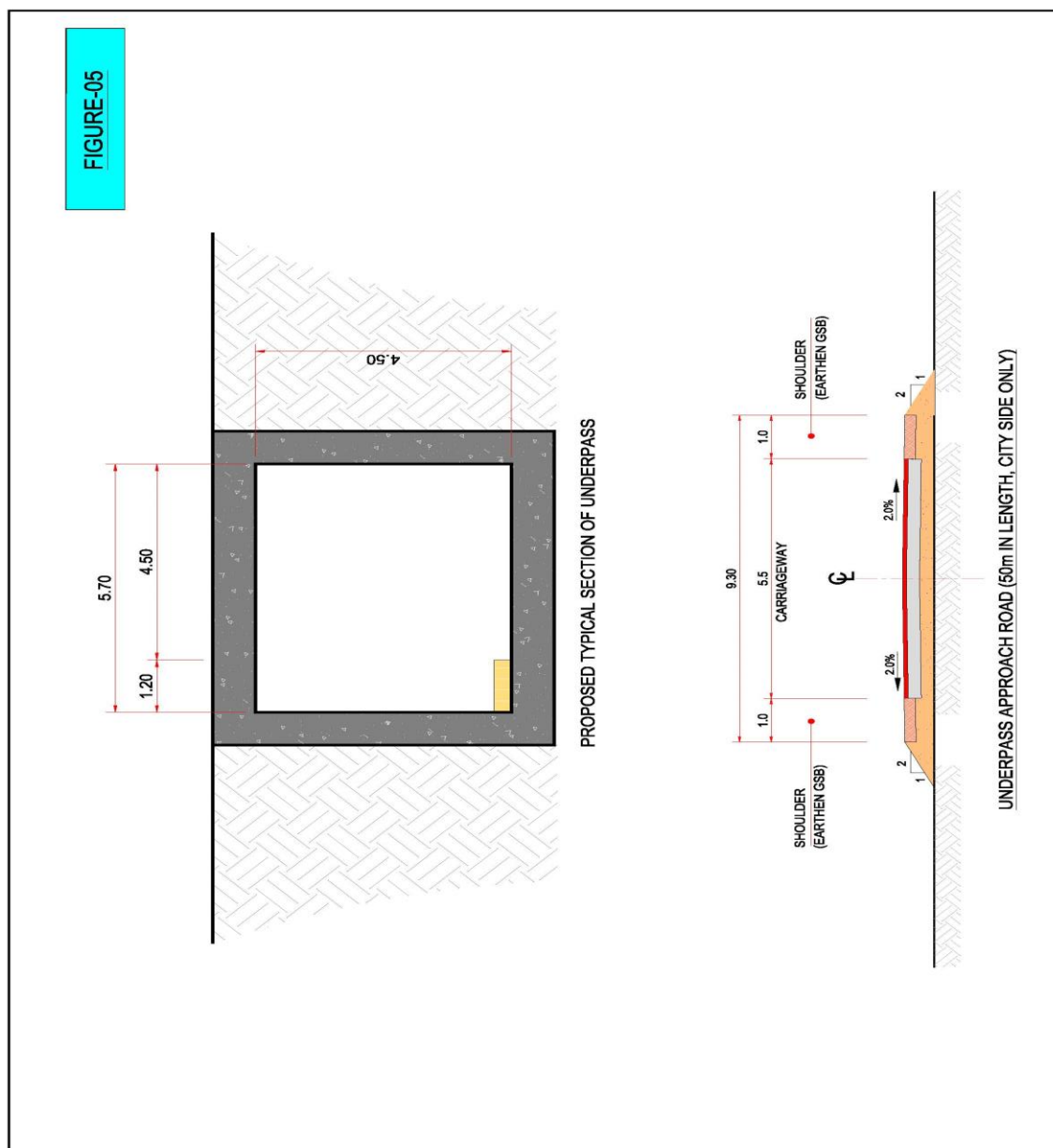




FIGURE-04





12. ELECTRICAL WORKS

The Project Expressway, being the Urban Facility, will be provided with Road Lighting. Concessionaire will provide its design and specifications with the list of approved vendors to obtain approval from Independent Engineer (IE) before any installation. Similarly, Design, Specifications and installation of lighting of interchanges, intersections, flyovers, toll plazas, toll buildings, control buildings and weigh bridges will also be provided by the Concessionaire for approval of Independent Engineer (IE) before construction.



The Concessionaire will also select and identify the sources of power supply along the approved alignment of Project Expressway. The GoS shall be responsible for ensuring such supply of power whereas, the Concessionaire shall be responsible for the installation of equipment for utilization of power and the costs of utilization of the power supply.

13. TOLLING SYSTEM AND ELECTRONIC TOLL AND TICKETING SYSTEM-ETTMS

Project Expressway will be provided with toll plazas / gates, at all entry and exit locations. Their exact locations will be decided in consultation with Independent Engineer (IE).

All Vehicles Entering Toll Gate will be issued a Machine-Readable Toll Ticket. At the Exit Toll Gates, the Vehicle will show the Ticket, and will be charged the applicable toll for the distance it travelled.

There are two main Toll Plazas along expressway, one at Start Point after Jam Sadiq Bridge and other at End Point before M-9. For Toll Plaza, the 6-Lane Dual Carriage Expressway will dissipate into 16 Lanes Toll Gates, where middle four lanes shall be interchangeable for both ways traffic directions.

Between two Main Toll Plazas, there will be 3-Lanes Toll Gates at every entry and exit of each interchange.

Rigid Pavement of appropriate length and width will be used at Toll Gates.

COMPONENTS OF ETTMS

Following are the components of ETTMS comprising both hardware and software:

- (a) Electronically Operated Toll Gate's Barrier;
- (b) Information Signs (Electrical) for "Stop" and "Go";
- (c) Vehicle Scanning, Type Identification and Number Plate Recording System;
- (d) Machine Readable Toll Ticket Generation System;
- (e) System of Video Filming, and achieving with time and date of all vehicles entering and exiting the toll gates, round the clock;
- (f) Reporting System of Toll Ticket Generation to Control Center;
- (g) Data Base and Data Back-up Center for this system;
- (h) Telecommunication System;
- (i) Proper Illumination / Lighting;
- (j) Stand-by power generation system for un-interrupted ETTMS Operation;



- (k) Classified Traffic Count / Reporting System with Toll Collection on Daily, Weekly and Monthly Basis on appropriate format.

Concessionaire will be responsible for procuring, installing, commissioning, testing, operating and maintaining all the components of ETTMS including its hardware, software and procurement of licenses, if required.

14. WEIGH BRIDGES AND CONTROL BUILDINGS

WEIGH BRIDGES:

Weigh Bridges at following places will be used: (Total 5 No.)

- 1 No. at North Bound of Main Toll Plaza after Jam Sadiq Bridge
- 1 No. at North Bound of Shah Faisal Colony Interchange
- 2 No. at Both Bounds of Quaidabad Interchange
- 1 No. at South Bound of Main Toll Plaza before M-9.
U-turn facility shall be designed for return of overweight vehicles and should be considered in land acquisition folder.

TOLL GATES:

Toll Gates shall be designed, construct, equipped and operate as per following:

- Extra land will be acquired to accommodate the additional lanes. Proper transition shall be designed for approaches and exit of toll gates. Rigid Pavement of appropriate length and width, shall be designed as per design standards.

CONTROL BUILDINGS:

- Concessionaire shall design and construct one Toll Building at each Toll Gate Location of one hundred square meter (100 sq.m) area out of which seventy percent (70%) will be covered area.
- Concessionaire shall design and construct one Toll Building at each Toll Gate Location at start and end point of Expressway of two hundred square meter (200 sq.m) area out of which seventy percent (70%) will be covered area.
- Concessionaire shall design and construct one (1) Main Control and Administration Building having one thousand square meter (1,000 sq.m) area out of which seventy percent (70%) will be covered area. Location of this building shall be selected in consultation with Independent Engineer (IE) and the Authority.

15. LAND ACQUISITION REQUIREMENTS

After final selection of alignment, survey, and design the concessionaire shall prepare the land acquisition folders. Details of property falling within required ROW, and additional area



which may be required for interchanges shall be indicated. Details of land to be acquired for road construction shall also be updated. The Concessionaire shall prepare area estimation for ROW and additional land where required. ROW permanent markers shall also be set up by the Concessionaire. The Concessionaire shall also prepare area estimates for acquiring any additional land and removal of structures and utilities and prepare cost estimates for removal, if so required.

16. OPERATION AND MAINTENANCE

The Concessionaire is required to carry out the Operation and Maintenance in respect of all components of the Project.

17. DESIGN REPORT

Concessionaire shall prepare a Design Report consisting of the final alignment, Design of Pavement and design of Structures (bridges, culverts, underpasses, retaining walls, protections works, embankment design, intersections and interchanges); containing all relevant tables, calculations, computer analysis (with proper explanation of the computer programs and analysis used in the calculations), interpretation of the computer results, conclusions, references and assumptions etc., all compiled and complete with sketches relevant to the preparation of construction drawings properly cross referenced between the drawings and the calculation sheets.

18. DESIGNER'S REQUIREMENT

The Concessionaire shall appoint such Designer who can demonstrate the following criteria:

- The Designer must possess valid PEC registration certificate in Project Profile Code 1215.
- Similar Work i.e., design of at least two (2) Highways / Expressways / Motorways projects with interchanges having construction worth of PKR 3,000,000,000/- (Pakistani Rupees Three Billion only) completed in the last ten (10) years.
- Have an average annual turnover of PKR 120,000,000/- (Pakistani Rupees One Hundred Twenty Million only) for the last three (3) years.
- Have following permanent staff on their payroll for last two (2) years:
 - Structural Design Engineer MS in Structure with twenty (20) years design experience;
 - Transportation / Highway Design Engineer MS in Transportation with twenty (20) years design experience;
 - Civil Engineers 5 No. BE / BSc Civil having twelve (12) years design experience.

Such above stated criteria shall be verified by the Independent Engineer (IE) at the time of the appointment of the Designer.



ANNEXURE N – BENCHMARK TOLL REVENUE & MRG SCHEDULE

Operational Years	Benchmark Revenue (PKR)	MRG %	MRG Amount PKR
1	2,326,157,939	100%	2,326,157,939
2	2,815,987,850	100%	2,815,987,850
3	2,954,856,580	95%	2,807,113,751
4	3,606,646,259	80%	2,885,317,007
5	3,767,799,994	75%	2,825,849,995
6	4,560,358,247	50%	2,280,179,123
7	4,759,723,434	50%	2,379,861,717
8	5,745,931,033	50%	2,872,965,516
9	5,998,166,236	50%	2,999,083,118
10	7,247,503,826	50%	3,623,751,913
11	7,566,714,255	0%	-
12	8,882,854,217	0%	-
13	9,275,644,115	0%	-
14	10,899,088,018	0%	-
15	11,382,472,600	0%	-
16	13,258,305,043	0%	-
17	13,722,478,907	0%	-
18	15,938,311,989	0%	-
19	16,496,281,024	0%	-
20	19,155,239,920	0%	-
21	19,825,959,794	0%	-
22	23,031,030,366	0%	-
23	23,836,851,937	0%	-
24	27,668,258,614	0%	-
25	28,636,829,688	0%	-

Vehicle Type	Toll Rate Operational Year 1 (PKR)
Car/ Jeep/ Taxi/ Pickup	90
Wagon/ Hiace	145
Coach/ Coaster/ Mini Bus	205
Large Bus	290
2 Axle Truck	395
3 Axle Truck	395
4 or More Axle Truck/ Articulated Truck	495



TOLL RATE GROWTH

The toll rate has been assumed to be growing at fifteen percent (15%) every alternate year for the first (1st) ten (10) years of operations and twelve percent (12%) every alternate year thereafter till the end of the Concession Period i.e., year twenty fifth (25th).