



REQUEST FOR PROPOSAL (RFP)

**FOR
ENGINEERING, PROCUREMENT, CONSTRUCTION AND
FINANCE**

OF

**LAHORE RING ROAD
(SOUTHERN LOOP)**

**UNDER
BUILD–TRANSFER (BT) MODEL**

(Volume – I)

May 2015

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Disclaimer

This RFP has been prepared by the Lahore Ring Road Authority (LRRRA), which was formed under the Lahore Ring Road Authority Act, 2011. This invitation constitutes no form of commitment on the part of LRRRA to enter into any arrangements with any person/entity. LRRRA reserves the right to withdraw from the process or any part thereof or to vary any of its terms at any time without giving any reason whatsoever. No financial or other obligation, whatsoever shall accrue to LRRRA in such an event. The information contained in this Request for Proposal (RFP) and attached volumes or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of LRRRA or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

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

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

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

All information submitted in response to the RFP becomes the property of LRRRA and LRRRA does not accept any responsibility for maintaining the confidentiality of the material including any trade secrets or proprietary data submitted to LRRRA.

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Abbreviations

BOEC	Bid Opening and Evaluation Committee
BT	Build-Transfer
COD	Commercial Operations Date
CV	Curriculum Vitae
GoPb	Government of the Punjab
LIBOR	London Interbank Offered Rate
LRRA	Lahore Ring Road Authority
NESPAK	National Engineering Services Pakistan (Pvt.) Limited
PEC	Pakistan Engineering Council
PKR	Pakistan Rupees
ROE	Return on Equity
ROW	Right of Way
RFP	Request for Proposal
SBP	State Bank of Pakistan
SPC	Special Purpose Company
USD	United States Dollar
VGf	Viability Gap Fund

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Definitions

Annuity	shall mean the reimbursement by LRRRA for total Project investment of the Concessionaire by making biannual payments as described in Section 4.6.3 of this RFP
Bid	a bid submitted by a Bidder in response to this RFP and containing Pre-qualification, Technical and Financial Proposals
Bidder	an entity, joint venture or consortium that has submitted a Bid for the Project based on this RFP and its criteria
Bidding Process	shall mean the entire process commencing from issuance of RFP until signing of Concession Agreement with the Concessionaire
Bid Submission Date	the date on or before which proposals can be submitted as described in Letter of Invitation
Concession	the concession granted to the Concessionaire by LRRRA pursuant to Section 4.6.1 of this RFP
Concession Agreement	the formal agreement governing the relationship between LRRRA and the Concessionaire that is substantially based on the attached Volume II – Draft Concession Agreement
Project	the engineering, procurement, construction and finance of the Lahore Ring Road (Southern Loop), as more particularly described in Section 4.5 of this RFP
PPP Act	Punjab Public Private Partnership Act 2014
Viability Gap Fund	the fund established by the GoPb under the PPP Act through which LRRRA shall ensure Annuity payments are made in full to the Concessionaire in accordance with the Concession Agreement

All terms and conditions not defined herein shall bear the same meaning as set out in **Volume II - Draft Concession Agreement**

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Interpretations

In this RFP, unless the context otherwise requires:

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Contents of RFP

1	Letter of Invitation	9
	Section A: Information to Bidders	11
2	Project Bidding and Execution Schedule	12
3	Introduction and Background of Project	13
3.1	Overview	13
3.2	Lahore Ring Road Authority (LRRRA)	13
3.3	Lahore Ring Road	13
3.4	Southern Loop (Project)	13
3.5	Scope of Work	16
3.6	Public Private Partnership Arrangement	16
3.6.1	Concession	16
3.6.2	Project Site	17
3.6.3	Annuity.....	17
3.6.4	Early Completion Bonus.....	18
3.6.5	Late Completion Penalty.....	18
3.6.6	LRRRA Support	18
3.6.7	Hand Back	18
3.6.8	Defects Liability Period	19
3.7	Performance Security.....	19
3.8	Financial Close	19
3.9	Project Monitoring	19
4	Bid Preparation and Submission	20
4.1	Single Bid	20
4.2	Language	20
4.3	Bid Validity.....	20
4.4	Bid Bond	20
4.5	Bid Contents	21
4.5.1	Prequalification Proposal.....	21

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

4.5.2	Technical Proposal	21
4.5.3	Financial Proposal	21
4.6	Bid Preparation	22
4.7	Bid Signing	22
4.8	Bid Submission	22
4.9	Bid Modification	23
4.10	Amendments to RFP	23
4.11	Clarifications	23
4.12	Taxation	23
4.13	Consortium or Joint Venture	23
4.14	Confidentiality	24
4.15	Fraud and Corrupt Practices	24
Section B: Evaluation and Award		26
5	Bid Opening	27
5.1	Bid Opening and Evaluation Committee	27
5.2	Procedure	27
6	Bid Evaluation	28
6.1	Responsiveness	28
6.2	Procedure	28
6.3	Prequalification Criteria	29
6.4	Technical Criteria	30
6.5	Financial Criteria	31
7	Award	32
7.1	Announcement	32
7.2	Negotiation	32
7.3	Termination of Bidding Process	32
Section C: Bid Forms		33
Form 1	Format of Covering Letter	34
Form 2	Format of Bid Bond	36
Form 3	Format of Prequalification Proposal	40

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 4	Format of Authorization of Representative	41
Form 5	Format of Affidavit.....	42
Form 6	Format of Integrity Pact.....	43
Form 7	Format of Consortium or JV MoU	45
Form 8	Format of Authorization of Lead Member	51
Form 9	Format of Technical Proposal	53
Form 10	Format of Financial Proposal.....	56

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

1 Letter of Invitation

- 2.1. The Lahore Ring Road Authority (LRRRA) hereby invites international and local parties to submit Bids for the engineering, procurement, construction and finance of the Southern Loop (30.4 km) of Lahore Ring Road (**“the Project”**) on a Build-Transfer (BT) basis against deferred bi-annual payments for eight (8) years after construction.
- 2.2. Please find the enclosed Request for Proposal (RFP) on the basis of which Bids are to be prepared and submitted. This RFP contains the following four (4) volumes and their respective appendices:

Volume I– Request for Proposal (RFP)

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

Volume II–Draft Concession Agreement

Volume III–Detailed Project Report

- a. Preliminary Design Report
- b. Drawings, Setting Out & Profile Data (SL-1, SL-2, SL-3)
- c. Technical Specifications (ITS, Building, Road)
- d. Environmental Impact Assessment Study Report

Volume IV–Right of Way Folder

- 2.3. Bids shall be submitted by June 30, 2015 on or before noon (**“Bid Submission Date”**) addressed to Director Contracts at the address mentioned below:

Lahore Ring Road Authority
20-A Shadman Colony,
Jail Road, Lahore.

- 2.4. Two pre-bid meetings are scheduled to be held on June 2, 2015 at 1030 hours and June 11, 2015 at 1030 hours at the address provided above in order to facilitate the understanding of interested parties on this RFP and the Project itself.
- 2.5. The Project is to be established within the purview of the Punjab Public-Private Partnership

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Act 2014 (“**PPP Act**”) and the Punjab Procurement Rules, 2014. Bids are solicited under a single stage three envelope competitive bidding process (“**Bidding Process**”) as defined in the PPP Act and each Bid is required to contain separately sealed Prequalification, Technical and Financial Proposals within an outer sealed envelope.

- 2.6. Bidders are required to provide a bid bond of Rupees Thirty-Five Million (PKR 35,000,000) with their Bids in the form of a pay order or an irrevocable bank guarantee in the format provided at **Form-2**.
- 2.7. Please note that:
 - i. the costs of preparing Bids as well as of negotiating the contract, including any visits, are not reimbursable; and
 - ii. LRRRA is not bound to accept any of the Bids submitted.
- 2.8. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Draft Concession Agreement.
- 2.9. In case a Bid is submitted as a consortium or a JV, all members thereof are required to furnish a memorandum of understanding legally binding all members, jointly and severally using the format defined in **Form-7**, and a power of attorney in favour of the lead member using the format defined in **Form-8**.

Yours truly,

Chairperson

Lahore Ring Road Authority

20-A Shadman Colony, Jail Road Lahore, Pakistan,

Ph: +92-42-99268132-33, Fax: +92-42-99268131

Section A: Information to Bidders

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

2 Project Bidding and Execution Schedule

The sequence of activities to be performed and their tentative schedule is as follows:

Event	Date
1. Public Notice for Bidding	May 16, 2015
2. First Pre-bid Meeting	June 2, 2015
3. Second Pre-bid Meeting	June 11, 2015
4. Submission of Bids	June 30, 2015
5. Opening of Prequalification Documents	June 30, 2015
6. Evaluation of Prequalification Documents & Opening of Technical Proposals of Prequalified Bidders	July 3, 2015
7. Evaluation of Technical Proposals and Opening of Financial Proposals of Technically qualified Bidders	July 10, 2015
8. Evaluation of Financial Proposals	July 15, 2015
9. Notice of Award (pending approvals, if required)	July 24, 2015
10. Contract Negotiations and Signing of Concession Agreement	August 24, 2015
11. Furnishing of Performance Security by Concessionaire	August 24, 2015
12. Release of Bid Bonds to unsuccessful Bidders	August 24, 2015
13. Financial Close	February 24, 2016
14. End of Concession Period	August 24, 2017
15. End of Reimbursement Period	August 24, 2025

3 Introduction and Background of Project

3.1 Overview

The Lahore Ring Road Authority (**LRRA**) has floated this RFP to seek a private partner (“**Concessionaire**”) to construct Southern Loop (“the Project”) of Lahore Ring Road on a Build-Transfer (**BT**) basis against deferred bi-annual payments (“Annuity”) for eight (8) years after construction.

3.2 Lahore Ring Road Authority (LRRA)

The Lahore Ring Road Authority (LRRA) is a body that has been established by Government of the Punjab through the **Lahore Ring Road Authority Act 2011 (Act XVII of 2011)** to plan, promote, organize, reorganize and implement programs for construction, development, operation, repairs, security and maintenance of the Lahore Ring Road and the strategic roads etc.

3.3 Lahore Ring Road

The Lahore Ring Road is a strategic road of Lahore that serves as a major corridor around the city and a gateway to the economic hub of Punjab province. The project was started by GoPb in 2006 and has a currently planned total length of about 70.4 km, comprising three parts:

- Northern Loop (40 km – constructed)
- Southern Loop (30.4 km – to be constructed)
- Western Loop (under planning with the aim of completing the circuit)

The objective of the Lahore Ring Road is to provide a signal free corridor for travelling in and around the Lahore city, leading to:

- reduction in travel time and fuel costs
- connectivity to underdeveloped areas
- improvement in environmental conditions
- Reduction in congestion on city road networks

The already constructed Northern Loop originates from Gulshan-e-Ravi and crosses Saggian Chowk, Niazi Chowk, Mehmood Booti, G.T. Road, Lahore Branch Canal (Harbanspura), Burki Road at Mahfooz Shaheed Garrison, Bedian Road (DHA) up to Sui Gas Town (Package-17).

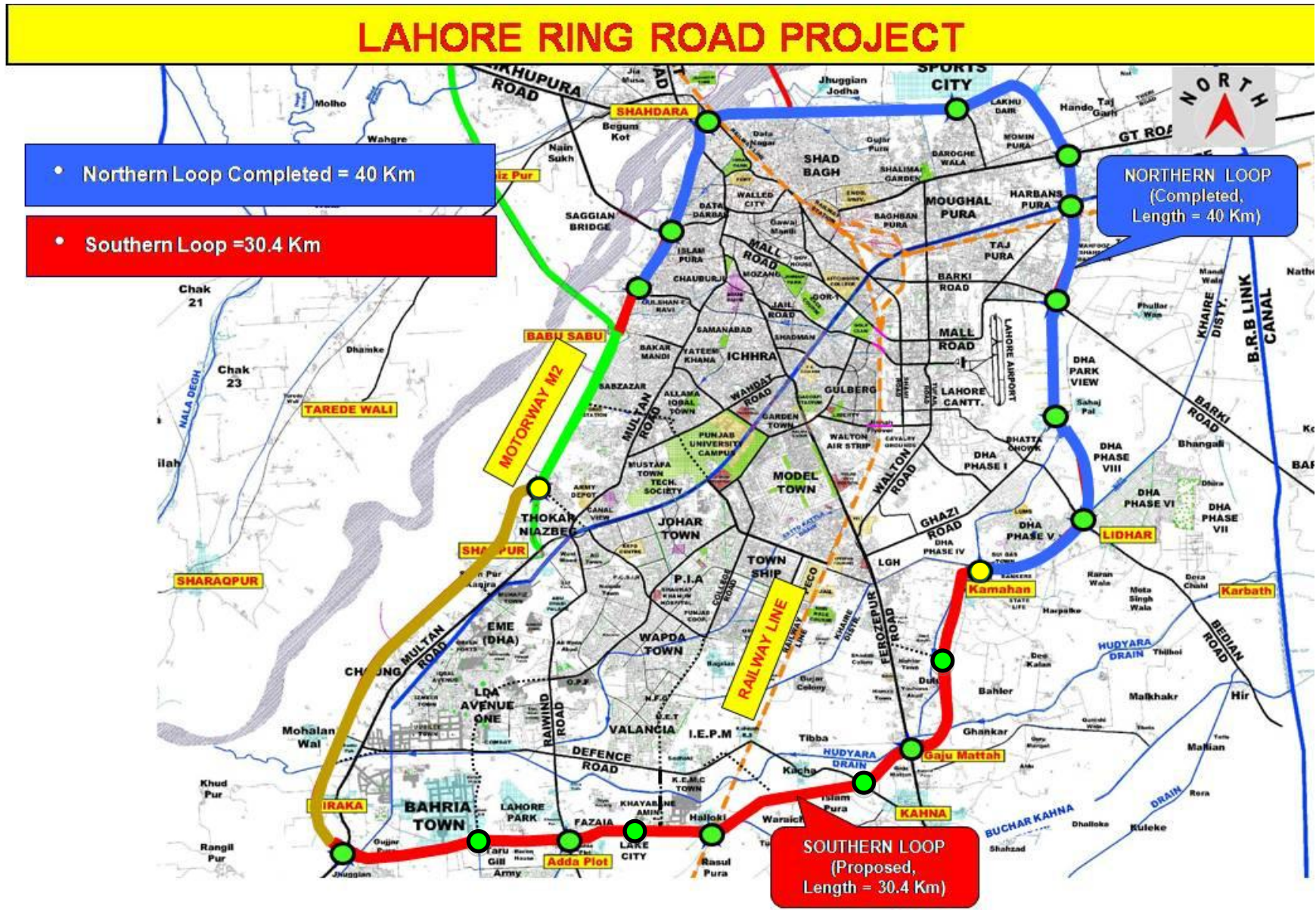
3.4 Southern Loop (Project)

The Project starts from the end point of Package-17 of Northern Loop of Ring Road having Sui Gas Town on its right side and Bankers Town on its left and is almost 30.4 km long, divided into three (3) sections namely SL-1 (9.35 km), SL-2 (13.0 km) and SL-3 (8.0 km). Brief description of the alignment is given below:

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

- I. SL-1: Starts from Sui Gas Town and ends at Ferozpur Road. The alignment passes through Kamahan village, crosses the Hadiara drain and ends at interchange to be constructed at Gajju Mattah on Ferozpur Road.
- II. SL-2: Starts from Gajju Mattah Interchange and ends at Raiwind Road. This part of alignment passes near Islampura, Halloki, through Fazaia Housing Society and ends at interchange to be constructed on Raiwind Road.
- III. SL-3: Starts from Raiwind Road and ends at Multan Road. The alignment passes through Bahria Town, NFC-II and ends at interchange to be constructed on Multan Road.

Alignment of Southern Loop of Ring Road has been illustrated on the location map provided on the following page. A Right of Way (ROW) of ninety (90) meters has been adopted in general for the whole alignment of the project except at interchanges proposed at Ashiana-e-Quaid Housing Scheme, Gajju Mattah (on Ferozpur Road), Kahna-Kacha Road, Halloki (over railway line), near Lake City, Adda Plot (on Raiwind Road), near Pakistan Medical Society and Gujjarpura (on Multan Road) or in the areas where such ROW could not be maintained due to site/design constraints. Details on the ROW are provided in **Volume IV – Right of Way Folder**.



Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

3.5 Scope of Work

The Concessionaire shall be responsible for the overall implementation of the Project, including but not limited to the investigation, study, engineering, procurement, construction and financing of the Project in line with the terms and conditions provided in **Volume II – Draft Concession Agreement** and the minimum technical standards defined in **Volume III – Detailed Project Report** by NESPAK.

The Concessionaire shall be responsible for constructing 30.4 km of highway along with ancillary structures including subways, interchanges, toll plazas with intelligent electronic toll collection system, bridges and underpasses, as more particularly specified in **Volume II – Draft Concession Agreement** and **Volume III – Detailed Project Report**. Service roads will be constructed at interchanges and in limited areas within the ROW of approximately 5 km length. An Intelligent Transportation System (ITS) shall also be implemented for the entire Lahore Ring Road, including the Northern Loop, as part of the Project.

Salient features of the project are provided in **Schedule D of Volume II - Draft Concession Agreement**.

3.6 Public Private Partnership Arrangement

The relationship between LRRRA and the Concessionaire shall be governed by a formal agreement ("**Concession Agreement**") entered into between the two parties, which will detail the contributions and responsibilities of LRRRA and the Concessionaire, establish the economic relationship inherent in the transaction and set out all other terms and conditions necessary to define the relationship between the two parties. The Concession Agreement shall be substantially based on the attached **Volume II – Draft Concession Agreement** and no terms and conditions stated therein may be modified post bidding.

3.6.1 Concession

Subject to and in accordance with the terms and conditions set forth in the Concession Agreement, LRRRA shall grant to the Concessionaire the right to investigate, study, design, engineer, procure, construct, finance and transfer the Project and to exercise and/or enjoy the rights, powers, privileges, authorizations and entitlements as set forth in the Agreement (collectively "**the Concession**").

Only the development rights to the Project Site for the period of construction, specifically **two (2) years** from the date of execution of the Concession Agreement ("**the Concession Period**"), unless such Concession Period is extended pursuant to this Agreement, during which the Concessionaire is authorized to implement the Project in accordance with the provisions of the Concession Agreement, shall form a part of the Concession given to the Concessionaire. The Concessionaire shall have no rights over the tolls collected on the Project, nor any potential revenue streams arising from the Project including but not limited to development of adjacent

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

land or advertisements through billboards, streamers and such.

The Concessionaire shall be responsible for all costs, direct or indirect, arising out of the Project for its successful implementation. However, in case of default of the Concessionaire, all rights and obligations of the Concessionaire may be assigned to the lenders of the Project subject to the provisions of the Concession Agreement.

The Concessionaire may undertake the Project as a Special Purpose Company (SPC) incorporated under the laws of Pakistan as a corporate entity, provided that such company shareholding is the same as indicated in the Bid.

3.6.2 Project Site

Subject to the terms of the Concession Agreement, GoPb will provide land free from encumbrance to the Concessionaire for the implementation of the Project during the Concession and shall be responsible for carrying out all the functions necessary for the timely acquisition of the ROW for implementing the Project.

Such actions shall include, but not be limited to, the purchase of land, clearance of encroachments, and managing administrative and legal matters arising from the aforesaid acquisition. LRRRA shall also be responsible for all issues and financial costs related to encroachments and compensation and/or relocation of population adversely affected by the Project, and relocation of existing services such as transmission lines, gas pipelines, telephone cables etc. In this regard, LRRRA shall seek requisite consents, approvals and permissions relating to all sorts of relocation activities and processes.

The Concessionaire shall have no rights over the Project Site other than for development purpose. As such, the Concessionaire may not use the Project Site as collateral for raising debt for the Project, or otherwise, and under no circumstances shall recourse be allowed to the Project Site, which shall at all times remain a GoPb asset.

3.6.3 Annuity

In accordance with the terms of the Concession Agreement, LRRRA shall reimburse the total Project investment of the Concessionaire by making a payment ("**Annuity**") at bi-annual intervals for **eight (8) years** after construction ("**Reimbursement Period**"), i.e. a total of **sixteen (16)** payments. The Annuity shall be constant in United States Dollars (USD) terms as expressed in Bid submitted by the Concessionaire, but shall be paid in equivalent Pakistani Rupees calculated using one hundred and eighty (180) days average of the selling 'Weighted Average Customer Exchange Rates' published daily by the Domestic Markets & Monetary Management Department of the State Bank of Pakistan on its website prior to the date of such payment.

The first Annuity shall be payable upon completion of the Project, which shall be deemed to have been achieved upon issuance of a Completion Certificate as prescribed in **Volume II - Draft**

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Concession Agreement.

LRRRA shall service Annuity payments from its own incomes and from the **Viability Gap Fund (VGF)** established by GoPb, in which funds equivalent to **two (2) Annuities**, i.e. payment liability of **one (1) year**, shall be placed by GoPb for this Project through budgetary allocation. Such arrangement shall be guaranteed by a tripartite Province Support Agreement entered into by the GoPb, LRRRA and the Concessionaire that shall underwrite the obligations assumed and the facilities agreed to be provided by the GoPb to the Concessionaire.

3.6.4 Early Completion Bonus

The Concessionaire shall be entitled to receive a bonus for early completion if the Project achieves commercial operation ("**Commercial Operations Date**" or "**COD**") before the Scheduled Project Completion Date. Such COD shall be deemed to have been achieved upon issuance of the Provisional Completion Certificate as prescribed in **Volume II - Draft Concession Agreement** certifying that the Project may be legally, safely and reliably opened for commercial operations despite certain works pending. The early completion bonus shall be equivalent to the Annuity payment(s) or partial amount that would have accrued after the first Annuity payment till the Scheduled Project Completion Date had the Project Completion Date been the same as the COD, as more particularly described in **Volume II - Draft Concession Agreement**, but shall not exceed amount equivalent to two (2) Annuities.

3.6.5 Late Completion Penalty

The Concessionaire shall be subject to a penalty if Project Completion is achieved after the Scheduled Project Completion Date in accordance the provisions of the Concession Agreement. Such penalty shall be equivalent to the Annuity payment(s) or partial amount thereof that would have accrued after the first Annuity payment till the Project Completion Date had the Concessionaire achieved the Project Completion on the Scheduled Project Completion Date, as more particularly described in **Volume II - Draft Concession Agreement**, but shall not exceed amount equivalent to two (2) Annuities.

3.6.6 LRRRA Support

LRRRA shall provide any services to be provided by GoPb, or on its behalf by any of its agencies, that are not assigned to the Concessionaire. These may include support through statutory bodies, licensing and registration services, and other regulatory issues.

LRRRA shall also provide support and facilitate the Concessionaire in obtaining connections to water, electricity and any other utilities that the Concessionaire is responsible for arranging during the Concession as prescribed in **Volume II - Draft Concession Agreement**.

3.6.7 Hand Back

Completion of the Project by the Concessionaire in accordance with the Concession Agreement, as certified by the Completion Certificate, shall mark the end of the Concession. The

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Concessionaire shall thereupon be required to handover possession of the completed Project to LRRRA thereby divesting all its rights with respect to the completed Project to LRRRA.

3.6.8 Defects Liability Period

With respect to the Project, the Concessionaire shall be responsible for all defects and deficiencies for a period of one (1) year from the date of issuance of Completion Certificate and simultaneous hand back of the Project to LRRRA, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by LRRRA in the Project during the aforesaid period.

3.7 Performance Security

The Concessionaire shall, for due and punctual performance of its obligations under the Concession Agreement, deliver to LRRRA, simultaneously with the execution of the Concession Agreement, an irrevocable bank guarantee (“**Performance Security**”) acceptable to LRRRA of an amount equal to five percent (5%) of the Project cost as indicated in the Bid (“**Project Cost**”) in the form set forth in the Concession Agreement. Such Performance Security shall be valid for a period of one year after the issuance of Defect Liability Certificate and may be appropriated by LRRRA if the Concessionaire is found to be in breach of its obligations in accordance with the Concession Agreement.

3.8 Financial Close

The Concessionaire shall be required at its own cost, expenses and risk to make such financing arrangement as would be necessary to finance the Project and to meet the obligations under the Concession Agreement in a timely manner. The Concessionaire shall be required to commit a minimum ten percent (10%) equity under any financing arrangement.

The time required by the Concessionaire to achieve Financial Close as defined in the Concession Agreement shall be part of Concession Period, but may be no later than six (6) months from the execution of the Concession Agreement. If the Concessionaire fails to achieve Financial Close within the stipulated time, the Concession Agreement may be terminated as a result of a Concessionaire default, where upon LRRRA shall be entitled to encash the Performance Security and appropriate the proceeds thereof as damages.

3.9 Project Monitoring

LRRRA shall appoint an Independent Engineer in consultation with the Concessionaire for overseeing the Concessionaire’s activities, including, but not limited to, assessing various performance metrics such as quality of the work done. The remuneration, cost and expenses of the Independent Engineer shall be borne by LRRRA.

4 Bid Preparation and Submission

4.1 Single Bid

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

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

Any Bidder found in violation of these terms shall be disqualified, and LRRRA shall be entitled to appropriate the Bid Bond, as the case may be.

4.2 Language

All Bids shall submit in English language for the ease of comprehension and comparability. Any supporting documentation or published material that is in another language must be accompanied by English translation(s). Unless specified otherwise, all currencies are to be represented as Pakistani Rupees. For foreign currencies, original figures in the foreign currency and the exchange rate used to calculate the Pakistani Rupees equivalent shall be provided.

4.3 Bid Validity

Bids shall be valid for a period of one hundred and twenty (120) days from the date of submission. In exceptional circumstances, prior to expiry of the original bid validity period, LRRRA may request Bidders to grant a specified extension in the period of validity. This request and the response thereto shall be made in writing or through fax or email. A Bidder may refuse the request without forfeiting its Bid Bond. A Bidder agreeing to the request shall extend the validity of the Bid Bond correspondingly.

4.4 Bid Bond

Each Bidder shall submit a Bid Bond with the Bid in the amount of Rupees Thirty-Five Million (PKR 35,000,000) that shall remain valid for duration of the Bid. The Bid Bond shall be in the form of a pay order or an irrevocable bank guarantee according to the specimen provided at

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form-2, issued by a SBP scheduled bank with a minimum short term rating of **A1**. Any Bid not accompanied by a Bid Bond in the requisite amount shall be rejected by LRRRA. Bid Bonds of unsuccessful Bidders shall be released within one (1) month of issuance of Letter of Award.

LRRRA reserves the right to appropriate the Bid Bond if a Bidder withdraws the Bid during the period of bid validity, or is found to have violated any of the fair practice clauses of this RFP, or refuses to sign the Concession Agreement if the Bid is accepted.

4.5 Bid Contents

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

4.5.1 Prequalification Proposal

The Prequalification Proposal shall contain a profile of the Bidder (or each member, in case of a consortium or a JV) including a list of similar projects, audited financials of the previous three (3) years (only of the lead member in case of a consortium or a JV), and names of key staff with their CVs. The Prequalification Proposal shall be made in the format provided in **Form-3** and shall include all supporting documentation necessary to evaluate the proposal in accordance with the criteria described in **Section B**.

4.5.2 Technical Proposal

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

4.5.3 Financial Proposal

The Financial Proposal shall be provided in the format attached as **Form-10** as a constant Annuity to be paid bi-annually for eight(8) years expressed in United States Dollars (USD) and equivalent Pakistani Rupees using the 'Ready Daily Mark-to Market Revaluation Exchange Rate' published by State Bank of Pakistan on the day before the Bid Submission Date.

The Bidder shall be required to calculate the Annuity after consideration in full of any and all taxes, duties, fees arising out of execution of this Project under the applicable laws. **Under no circumstances shall LRRRA consider a conditional Bid.**

The Financial Proposal shall also include a fully functional, non-restricted, dynamically linked Financial Model in Excel spreadsheet form on a non-rewritable CD/DVD.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

4.6 Bid Preparation

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

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

- a. made a complete and careful examination of this RFP and attached volumes;
- b. received all relevant information requested from LRRRA;
- c. satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP and Draft Concession Agreement, and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from LRRRA, or a ground for termination of the Concession Agreement by the Concessionaire;
- e. acknowledged that it does not have a conflict of interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

4.7 Bid Signing

The Prequalification, Technical and Financial Proposals shall be signed by a duly authorized representative of the Bidder. The Prequalification Proposal shall include a Power of Attorney in the format provided in **Form-3** authorizing such representative to sign and submit the Prequalification, Technical and Financial Proposals to LRRRA on behalf of Bidder.

4.8 Bid Submission

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

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

COMMITTEE”.

Bids sent through fax or email shall not be considered.

4.9 Bid Modification

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

4.10 Amendments to RFP

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

4.11 Clarifications

Bidder requiring clarification on any of the terms contained in this RFP or attached volumes may send an email to Mr. Sohail Raza, Director Contracts, Planning & Design, LRRRA at razasohail@hotmail.com or pmulrrp@gmail.com. In the interest of fairness, any clarifications issued to any of the Bidders will be emailed to all the Bidders without disclosing the identity of the sender.

4.12 Taxation

The Concessionaire shall be liable to pay federal, provincial and local taxes as they exist on the day of the grant of project. Any change in law resulting in increase or decrease of taxes shall be adjusted as and when such a change occurs in accordance with the Concession Agreement. LRRRA shall withhold seven percent (7%) of each Annuity at the time of payment as advance income tax for subsequent adjustment with the Federal Board of Revenue.

By submitting a Bid, the Bidder shall be deemed to have accepted these obligations. Subsequently, the Bidder shall show in the Financial Model the extent and timing of its tax provisions and the proposed tax depreciation policy that will be adopted for each category of asset. The residual value of all assets at the end of the construction period should be assumed to be zero (0) for taxation purpose.

4.13 Consortium or Joint Venture

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

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

A valid legal instrument in the manner specified in **Form-7** providing such commitments shall be submitted with the Bid.

4.14 Confidentiality

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

4.15 Fraud and Corrupt Practices

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

Following terms shall have the meaning hereinafter respectively assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of LRRRA who is or has been associated in any manner, directly or indirectly with the Bidding Process or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of LRRRA, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the execution of the Concession Agreement, as the case may be, any

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

person in respect of any matter relating to the Project or the Concession Agreement, who at any time has been or is a legal, financial or technical advisor of LRRRA in relation to any matter concerning the Project;

- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c. **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by LRRRA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a conflict of interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

Section B: Evaluation and Award

5 Bid Opening

5.1 Bid Opening and Evaluation Committee

LRRA shall notify a Bid Opening and Evaluation Committee (BOEC) that shall open the Bids and analyse and evaluate the Bids according to the criteria contained in this RFP for recommendation to the competent authority.

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

5.2 Procedure

The BOEC shall open the Bids, in the presence of Bidders, or their authorized representatives, who choose to attend the Bid opening on the date and time provided in **Section 2 - Letter of Invitation** of this RFP. The Bidders' representatives who are present shall sign a register in evidence of their attendance

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

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

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

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

6 Bid Evaluation

6.1 Responsiveness

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

- a. it is accompanied by a Bid Bond in the format prescribed in **Form-2**;
- b. it is duly signed and each page is initialled by the Bidder;
- c. it is received as per the formats provided in **Section C**;
- d. it is received by the Bid Submission Date including any extension thereof;
- e. it is signed, sealed, bound together in hard cover and marked as stipulated in the above clauses;
- f. it is accompanied by the power of attorney authorizing a representative in accordance with **Form-4**;
- g. it is accompanied by an affidavit in accordance with **Form-5**;
- h. it is accompanied by a duly signed and witnessed integrity pact in accordance with **Form-6**;
- i. in case of a consortium or JV, it is accompanied by a memorandum of understanding in accordance with **Form-7** and a power of attorney authorizing a lead member in accordance with **Form-8**;
- j. it contains all the information (complete in all respects) as requested in this RFP; and
- k. it does not contain any condition or qualification.

LRRR reserves the right to reject any Bid which is recommended by the BOEC as non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained in respect thereof.

6.2 Procedure

The BOEC shall open responsive Prequalification Proposals in the presence of Bidders or their authorized representatives who choose to attend and evaluate them according to the evaluation criteria prescribed in **Section 7.3**.

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Section 7.4.

After completion of the technical evaluation, the BOEC shall announce Bidders who have technically qualified and open Financial Proposals of technically qualified Bidders in the presence of technically qualified Bidders or their authorized representatives who choose to attend. Financial Proposals of Bidders that do not meet the technical evaluation criteria shall not be opened and shall be returned unopened after the completion of the Bidding Process. The BOEC shall evaluate Financial Proposals according to the evaluation criteria prescribed in **Section 7.5.**

6.3 Prequalification Criteria

The BOEC shall attribute a prequalification score (S_p) to responsive Prequalification Proposals. Prequalification Proposals scoring less than 60 points shall be rejected.

S_p shall be calculated as follows:

	Points
<p>1. Bidder experience and capability in construction (aggregate of all members in case of consortium or JV)</p> <ul style="list-style-type: none"> • Full marks (i.e. 30) given in case the Bidder has at least fifteen (15) years of experience. • 80% marks (i.e. 24) given if the Bidder has ten (10) years of experience. • For more than ten (10) but less than fifteen (15) years of experience, score shall be as follows: $24 + 6 \times [(years\ of\ experience - 10) / 5]$ • For less than ten (10) years of experience, score shall be as follows: $24 \times (years\ of\ experience / 10)$ 	30
<p>2. Bidder experience of similar projects (aggregate of all members in case of consortium or JV)</p> <ul style="list-style-type: none"> • Full marks (i.e. 16) given if the Bidder has completed projects having cumulative value of PKR 20 billion or above. • Otherwise, marks shall be allocated in accordance with the following mechanism: $16 \times (cumulative\ value\ of\ the\ projects / 20)$ 	20
<ul style="list-style-type: none"> • Full marks (i.e. 4) given if the Bidder has completed at least two projects each of PKR 10 billion or above during last 10 years • 50% marks (i.e. 2) given if the Bidder has completed one project of PKR 10 billion or above during last 10 years 	16
<ul style="list-style-type: none"> • Full marks (i.e. 4) given if the Bidder has completed at least two projects each of PKR 10 billion or above during last 10 years • 50% marks (i.e. 2) given if the Bidder has completed one project of PKR 10 billion or above during last 10 years 	4
<p>3. Financial capability of Bidder (lead member in case of consortium or JV). Full</p>	50

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

marks given if all of the following criteria are met:	
<ul style="list-style-type: none"> • Average annual turnover of last three (3) years \geq PKR 3,000 Million • Capacity to meet interest obligations [Profit before interest and tax / Interest paid]\geq5 • Capacity to meet short term liabilities[Current assets / Current liabilities] \geq 1 • Relative profitability [Profit before tax / Turnover]\geq8% • Leverage [Debt / Debt + equity]\leq55% 	
TOTAL	100

6.4 Technical Criteria

The BOEC shall attribute a technical score (S_T) to responsive Technical Proposals. Technical Proposals scoring less than 60 points shall be rejected.

S_T shall be calculated as follows:

	<i>Points</i>
1. Project approach, construction plan and Project implementation timetable	52
a. Project approach and methodology (each item carries 4 marks) <ol style="list-style-type: none"> 1. Detailed methodology or construction techniques for execution of work 2. Detailed safety plan to avoid hazards 3. Detailed list of owned or rental plants and equipment 4. Detailed traffic diversion plan 5. Detailed environmental protection plan 6. Quality control plan 7. Inventory plan 8. Details of survey and lab equipment 9. Reporting system including monthly, quarterly and annual progress report 	40

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

10. Key personnel structure with responsibility for the project	
<p>a. Baseline project plan on Primavera Project Planner including timelines of key events, phases and milestones</p> <ul style="list-style-type: none"> • Full marks (12) given for level-5 plan • Two-third marks (8) given for level-4 plan • One-third marks (4) given for level-3 plan 	12
2. Competence and qualification of core Project team members	48
<p>a. Dedicated team leader having experience of handling similar projects</p> <ul style="list-style-type: none"> • Full marks given for team leader having experience of more than two (2) similar projects • 50% marks (i.e. 5) given for the team leader having experience of handling one or two similar projects 	10
<p>b. Managers with ten (10) or more years experience in their relevant areas of expertise (3 marks each):</p> <ol style="list-style-type: none"> 1. Construction Manager 2. Design Manager 3. Quality Manager 4. Risk and Safety Manager 5. Electrical & Mechanical Manager 6. Coordination Manager 	18
<p>c. No. of B.Sc. engineers (other than managers) registered with Pakistan Engineering Council (PEC) having ten (10) or more years experience (2 marks each up to a maximum of 20)</p>	20
TOTAL	100

6.5 Financial Criteria

The BOEC shall evaluate responsive Financial Proposals on the quoted Annuity. The BOEC shall recommend the Bidder that quotes the lowest Annuity for award of Concession.

7 Award

7.1 Announcement

LRRRA shall announce the result of the Bidding Process and issue a notice for execution of Concession Agreement (“**Letter of Award**” or “**LOA**”) to the selected Bidder within ten days of the bid evaluation or approval of the PPP Steering Committee, as the case may be.

After issuance of the LOA to the selected Bidder, LRRRA shall make complete record of Bidding Process and evaluation reports available to Bidders upon submission of written request.

7.2 Negotiation

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

LRRRA shall ensure that such negotiations, if any, conclude within thirty days of issuance of the LOA.

7.3 Termination of Bidding Process

LRRRA reserves the right to terminate the Bidding Process at any time till such time that the Concession Agreement is signed. LRRRA shall, upon request of any of the Bidders, communicate to such Bidder, grounds for the cancellation of the Bidding Process, but is not required to justify such grounds.

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

Section C: Bid Forms

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 1 Format of Covering Letter

No: _____

Date: _____

Mr. Sohail Raza

Director Contracts, Planning & Design

Lahore Ring Road Authority

20-A Shadman Colony, Jail Road, Lahore

The undersigned,

Name: _____

Title/Position: _____

Company: _____

acting as the legal representative of [*Bidder*], _____, _____ collectively known as the “**Bidder**” and who is interested in engineering, procurement, construction of the Lahore Ring Road (Southern Loop) (“**the Project**”) in Build-Transfer (BT) mode against deferred payment, hereby certify, represent, warrant and agree, on behalf of the Bidder that:

1. This Bid letter, along with all its attachments hereto, forms our Bid and is submitted pursuant to the Request of Proposal (**RFP**) and attached volumes dated _____ issued by the Lahore Ring Road Authority (**LRRA**) for the Project.
2. Having examined and being fully familiar with all the provisions of the RFP, Draft Concession Agreement, Detailed Project Report and Right of Way Folder, receipt of which is hereby duly acknowledged, and having evaluated, following our own studies undertaken under our responsibility, the nature and scope of the contractual obligations to be executed, the financing structure, the Concession Agreement and any other regulation associated to the Project or its execution, we hereby offer to undertake the Project in compliance with all requirements of the RFP and Draft Concession Agreement.
3. We hereby agree that our Bid constitutes our firm, irrevocable offer that is binding upon us and will remain valid until one hundred and twenty (120) days.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

4. We have provided and attached hereto a Bid Bond dated [.....] issued by [*name of issuing bank*] in the amount of Rupees Thirty-Five Million (PKR 35,000,000) in accordance with the RFP.
5. We certify that (i) the information submitted as part of our Bid is complete and accurate and (ii) we accept the documents, terms and conditions of the RFP and Draft Concession Agreement and are bound to develop this Project in accordance with this RFP and Draft Concession Agreement.
6. We understand the evaluation criteria and the process for selection of Concessionaire that has been provided in the RFP and acknowledge that LRRRA is under no obligation to accept our Bid and may at any time reject our Bid at its sole discretion.
7. We commit ourselves, if required, to extend the validity of our Bid until the issuance of Letter of Award to the successful Bidder, subject to mutual agreement.
8. We commit ourselves to furnish the Performance Security and to finalize and sign the Concession Agreement in good faith, if we are advised to do so by LRRRA.
9. We further commit ourselves to provide any additional information, clarification and data in respect of the Bid, if required by LRRRA.

In (Location), on this (date)

The undersigned is duly authorized to execute the Bid for and on behalf of the Bidder

Authorized signature and seal

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 2 Format of Bid Bond

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

IRREVOCABLE AND UNCONDITIONAL BID BOND GUARANTEE

BANK GUARANTEE No:

DATE:

Mr. Sohail Raza,
Director Contracts, Planning & Design,
Lahore Ring Road Authority,
20-A Shadman Colony, Jail Road,
Lahore, Pakistan.

Dear Sir,

Ref: Bid for engineering, procurement, construction and finance of the Lahore Ring Road (Southern Loop) under Build-Transfer mode

WHEREAS [name and legal status of the Bidder] (hereinafter referred to as the “Bidder”) has submitted his/its bid dated _____ for granting of a Concession for the engineering, procurement, construction and finance of the Lahore Ring Road (Southern Loop)(hereinafter referred to as the “Bid”), a requirement of which is that the Bidder submit a bid bond in the amount of Rupees Thirty-Five Million (PKR35,000,000).

AND WHEREAS to satisfy the afore stated requirement, this Deed of Bid Bond Guarantee(hereinafter referred to as the “Guarantee”) is made on this __ day of ____, 2015 by [name of the bank] a banking company lawfully undertaking business in the Islamic Republic of Pakistan, having its registered office at _____ (hereinafter referred to as the “Bank” which expression shall, wherever the context so admit, include its executors, administrators and successors-in interest) in favor of the Lahore Ring Road Authority, a body corporate established by Government of the Punjab (hereinafter referred to as “LRRRA”)

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

The Bank hereby undertakes and guarantees that it shall, on the first written demand of LRRRA, without any caveat, demur, protest or contest and without reference or recourse to the Bidder or any other person, organization or authority, pay LRRRA within three (3) working days, in clear funds, without any deduction or withholding on any account whatsoever, a sum of Rupees Thirty-Five Million (PKR 35,000,000).

- (a) The obligation of the Bank to LRRRA to pay the sum specified in paragraph 1 above within the time and in the manner specified therein shall be that of principal debtor in the first instance without LRRRA proceeding against the Bidder and notwithstanding any security or other guarantee LRRRA may have in relation to the Bidder's liabilities.
- (b) Any demand specified in paragraph 1 above, made by LRRRA on the Bank, will be conclusive and binding between LRRRA and the Bank notwithstanding any dispute or difference between LRRRA and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other judicial, quasi-judicial or other authority. The Bank hereby affirms that it shall pay LRRRA the amount specified in paragraph 1 above within the time and in the manner specified therein, without LRRRA needing to prove or show grounds or reasons for LRRRA's demand.
- (c) Any payments made to LRRRA shall be net and free of and without any present or future deductions such as for the payment of any taxes, executions, duties, expenses, fees, deductions or retentions regardless of the nature thereof or the authority levying the same.
- (d) The Bank hereby waives, to the fullest extent possible by law, any defense whether in law or equity, that may be raised to prevent or delay LRRRA from making a demand specified in paragraph 1 above or being paid the sum specified therein.
- (e) LRRRA shall be at liberty, without affecting the Bank's obligations to LRRRA contained in this Guarantee, to postpone for any time or from time to time, the enforcement of any rights accruing to LRRRA against the Bank or the Bidder and to enforce the same at any time and in any manner and to enforce or forbear to enforce any remedies available to LRRRA against the Bank or the Bidder. The Bank accepts that it shall not be released of its obligations to LRRRA contained in this Guarantee by any exercise by LRRRA of its liberty in relation to the aforesaid matters or any of them or by time or other indulgence including the granting of any waiver to either the Bank or the Bidder or by any variation in this Guarantee or by any other act or omission whatsoever which, under law or equity, but for this provision would have the effect of releasing the Bank of its obligations under this Guarantee notwithstanding that any such postponement, forbearance, extension of time or other indulgence, waiver, variation or any other thing was granted, made, given or happened without the consent or knowledge of the Bank.
- (f) The Bank hereby undertakes not to revoke this Guarantee during its currency without the prior written approval of LRRRA and agrees that the obligations of the Bank under this

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Guarantee are continuous obligations and shall remain in full force and effect and be enforceable against the Bank notwithstanding any change in the constitution, legal status or organization of the Bank, the Bidder or LRRRA until all dues of LRRRA under or by virtue of this Guarantee have been paid by the Bank in full or until LRRRA discharges this Guarantee in writing.

- (g) The Bank hereby affirms that it has the power and authority under its Memorandum and Articles of Association and all necessary consents and authorizations, including without limitation, those required from its board of directors, regulator or other relevant governmental body, to enter into, execute, deliver and perform the Bank's obligations under this Guarantee in favor of LRRRA and that the signatory(ies) hereto has/have the capacity and power to sign and bind the Bank to the Bank's obligations contained herein under [Power of Attorney/Board Resolution] dated _____
- (h) The Bank hereby confirms that notwithstanding any dispute which may arise with regard to this Guarantee or otherwise upon receiving the demand in writing as specified herein it shall pay the demanded amount without any objection;
- (i) Notwithstanding anything contained in paragraphs 1 to 7 above, the Bank's liability to LRRRA under this Guarantee is restricted to and shall remain in force up to and including ___ day of _____ 20 ___ and shall be extended for such period as may be desired by the Concessionaire.
- (j) The Bank's obligations as set out in this Guarantee shall be continuing obligations and shall not be modified or impaired upon the happening, from time to time, without the Bank's assent or otherwise, if any act or omission, or any circumstance or events which would otherwise discharge, impact or otherwise affect any of the Bank's obligations contained in this Guarantee.
- (k) No set off, counterclaim or reduction or diminution of any obligation that the Bank has or may have against the LRRRA shall be available to it against the LRRRA in connection with any of its obligations to the LRRRA under this Guarantee.
- (l) The Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents there under to enter into, execute, deliver and perform the obligations it has undertaken under this Guarantee, which obligations are valid and legally binding on and enforceable against the Bank under the laws of Pakistan. Further that the signatories to this Guarantee are the Bank's duly authorized officers.
- (m) This Guarantee is limited to the sum of Rupees Thirty-Five Million (PKR 35,000,000) and shall be valid up till _____.
- (n) This Guarantee shall be governed by and construed in accordance with the laws of the Islamic Republic of Pakistan.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

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

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

WITNESSES:

1. Signature of witness - 1 _____

2. Name and Title of witness _____

3. Address: _____

4. CNIC _____

1. Signature of witness - 2 _____

2. Name and Title of witness _____

3. Address: _____

4. CNIC _____

Form 3 Format of Prequalification Proposal

The Bidder (or each member in the case of a consortium or JV) shall provide a comprehensive explanation of its relevant experience and capability to undertake the Project. For each relevant experience cited, outline the precise role of the Bidder, Project duration, outcomes, and its value.

The Bidder (or each member in the case of a consortium or JV) is required to provide at a minimum, the following information:

- a. a description of experience in engineering, procurement, construction and financing of other road projects and current work commitments along with evidence of satisfactory completion from the client and satisfactory execution of the work in progress;
- b. information on any litigation in which the Bidder have been involved in during the previous five years or still in progress;
- c. affidavit declaring that the Bidder or any of its contractors is not blacklisted;
- d. latest audited financial reports of the preceding three (3) years;
- e. shareholding structure of its proposed SPC;
- f. evidence of financial resources and evidence of financial capability, to provide ten percent (10%) equity to finance the Project; and
- g. the expected time required to achieve Financial Close.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 4 Format of Authorization of Representative

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

POWER OF ATTORNEY

Know all men by these presents, we _____ name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms. _____ name and residential address) who is presently employed with _____ and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for the Project envisaging **engineering, procurement, construction and finance of the Lahore Ring Road (Southern Loop)project under Build-Transfer mode** in Lahore in the country of Pakistan (“**the Project**”), including signing and submission of all documents and providing information / responses to the Lahore Ring Road Authority (LRRRA), representing us in all matters before LRRRA, and generally dealing with LRRRA in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Authorized Attorney _____
Name and Title of Attorney: _____
Name of Firm: _____
Address: _____

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

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 5 Format of Affidavit

Date: _____

Mr. Sohail Raza

Director Contracts, Planning & Design

Lahore Ring Road Authority

20-A Shadman Colony, Jail Road, Lahore

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

- a. is not in bankruptcy or liquidation proceedings;
- b. has not been convicted of, fraud, corruption, collusion or money laundering; and
- c. is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Concession Agreement.

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

Yours sincerely,

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form 6 Format of Integrity Pact

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

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

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

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

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

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

Notwithstanding any rights and remedies exercised by any Government Agency in this regard, the Concessionaire agrees to indemnify the relevant Government Agency, the Government of Punjab and the Lahore Ring Road Authority for any loss or damage incurred by it on account of the Concessionaire’s corrupt business practices and further to pay compensation to the relevant Government Agency, the Government of Punjab and the Lahore Ring Road Authority in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Concessionaire as aforesaid for the purpose of obtaining or inducing

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from any Government Agency.

For and on behalf of the Concessionaire:

Signature of Authorized Signatory: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Witness 1:

Signature: _____

Name: _____

Address: _____

CNIC/Passport No.: _____

Witness 2:

Signature: _____

Name: _____

Address: _____

CNIC/Passport No.: _____

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 7 Format of Consortium or JV MoU

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

MEMORANDUM OF UNDERSTANDING

Between

[First Member]

And

[Second Member]

THIS MEMORANDUM OF UNDERSTANDING (hereinafter called “MOU”) made and entered into thisday of the month of 20___, by and among:

[Name & complete address of first/lead member] (hereinafter called “[short name/acronym]”), which expression shall include its successors, legal representatives and permitted assigns;

[Name and complete address of second member] (hereinafter called the “[short name/acronym]”), which expression shall include its successors, legal representatives and permitted assigns;

(Both of the above for the purpose of this MOU shall hereinafter individually called the “Member” and collectively called the “Members”)

WHEREAS,

(a) Lahore Ring Road Authority (hereinafter called the “the Client”) has invited through *[Mention the title of invitation]* published in daily *[Insert name of news paper]* dated *[Insert date]* to submit proposal for **engineering, procurement, construction and finance of the**

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Lahore Ring Road (Southern Loop) project under Build-Transfer mode in Lahore in the country of Pakistan (hereinafter called the “Project”);

(b) the Members hereby intend to join hands to form an unincorporated association for the sole purpose of, preparation and submission of joint proposal as required to be submitted to the Client for undertaking the Project. In case of acceptance of proposal by the Client, the members shall undertake the Project as shall be agreed through Consortium/Joint Venture [*Use which is appropriate*] Agreement and the contract to be entered between the Client and the Consortium/Joint Venture.

NOW, THEREFORE, the Members confirm their understanding (hereinafter called the “Association”) as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

1.1.2 “the Client” means the person, firm, company or body named as client in the Consortium/Joint Venture Agreement and none other, except its legal successors and permitted assigns;

1.1.3 “Contract” means the Contract between the Client and the Consortium/Joint Venture for the provisions of services for the Project;

1.1.4 "Country" means [State the name of the “Country”] where the Project is located;

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

In case of Consortium Agreement

1.1.6 “Consortium” means the consortium to be formed between the Members for the Project;

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

1.1.7 "Consortium Agreement" means the formal agreement to be entered between the Consortium Members, upon acceptance of proposal for the Project;

In case of Joint Venture Agreement

1.1.6 "Joint Venture" means the Joint Venture to be formed between the Members for the Project and the Client;

1.1.7 "Joint Venture Agreement" means the formal agreement to be entered between the Members, and the Client;

1.1.8 "Proposal" means the proposal to be prepared and submitted by the Members in response to the Invitation, by the Client;

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

1.1.10 "Representative" means the person nominated by the Members(s) of the Consortium/Joint Venture through Power of Attorney to sign the Proposal and the Contract on behalf of and in the name of that Member. The signature of Representative shall bind each Member in respect of all obligations and liabilities it assumes under the Consortium/Joint Venture Agreement.

1.1.11 "Lead Member" means the Member which will take the lead in the management of the Association's affairs under this MOU and which will provide the Association's Representative for liaison with the Client;

1.1.12 "Day" means the period between any one midnight and the next, and "month" means a period of one month according to the Gregorian calendar commencing with any day in the month; and

1.1.13 "Document" means written, drawn, typed, printed, magnetized or photographic material which is capable of being copied.

1.2 Interpretation

1.2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.

1.2.2 The headings in this MOU shall not be taken into consideration in its interpretation.

1.2.3 Unless otherwise stated, all references to clauses/sub-clauses are references to clauses/sub-clauses numbered in the Conditions and Terms of this MOU and not to those in any other document attached or incorporated by them.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

2. ASSOCIATION/UNDERSTANDING

2.1 The Members hereby intend to join hands to form an unincorporated association for the purpose of:

- a. preparing and submitting the Proposal to the Client;
- b. providing any further information, the Client may require or negotiating with the Client on any matters requiring negotiation in connection with the Proposal;
- c. entering into a formal Consortium/Joint Venture Agreement; and
- d. performing all the Development Activities to be undertaken for the Project by the Consortium/Joint Venture under the Consortium/Joint Venture Agreement.

2.2 The Members hereby appoint the Lead Member and, pursuant to Clause 3.2, the representative of the Association.

Notwithstanding anything to the contrary, the Lead Member shall remain liable for all the obligations and liabilities of the Consortium/Joint Venture and commits to hold a minimum equity stake equal to at least fifty-one percent (51%) of the total paid up equity capital of the Consortium/Joint Venture.

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

Member	Participating Interest (%)	Role(s)
<i>Lead Member</i>		
<i>Member 1</i>		
...		

2.4 Where required by the Client, the Members shall establish a wholly owned subsidiary to perform the activities for part thereof as set out in clause 2.1.

3. PROPOSAL SUBMISSION

3.1 Upon the execution of this MOU, each of the Members shall grant a Power of Attorney

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

in favour of a person nominated by it as its Representative. Under the Power of Attorney granted to him, the Representative of a Member shall thereby have authority to sign the Proposal and the Consortium/Joint Venture Agreement on behalf of and in the name of that Member. The signature of its Representative shall bind each Member in respect of all obligations and liabilities it assumes under this MOU.

3.2 The Representative of the Lead Member shall be the representative of the Association for the purpose of correspondence and discussion with the Client on matters involving the interpretation of the Proposal and alterations to it and to the Development Activities to be performed.

4. LANGUAGE AND LAW

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

5. ASSIGNMENT AND THIRD PARTY

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

6. SEVERABILITY

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

7. MEMBER IN DEFAULT

In the event of insolvency of a Member, the other Member hereby irrevocably constituted and appointed attorney-in-fact for such insolvent Member to act for it in all matters affecting performance of the Consortium/Joint Venture Agreement to be entered with the Client.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

8. LIABILITY

In case of the Consortium, all Members would be jointly and severally liable for all obligations and responsibilities under the Consortium/Joint Venture Agreement and other ancillary documents.

IN WITNESS WHEREOF the Members hereto have executed this MOU in [*State name of place*] on the day, month and year first above written.

Signed for and on behalf of

[Name of the Lead Member]

Signature _____

Name: _____

Designation: _____

Date: _____

Seal

Signed for and on behalf of

[Name of each Member]

Signature _____

Name: _____

Designation: _____

Date: _____

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 8 Format of Authorization of Lead Member

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

POWER OF ATTORNEY

WHEREAS, the Lahore Ring Road Authority (LRRRA) has invited proposals from interested parties for the **Engineering, Procurement, Construction and Finance of the Lahore Ring Road (Southern Loop) project under Build-Transfer mode** in Lahore in Pakistan (**“the Project”**). Whereas, the members of the [consortium/JV] named _____ are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal Document, Draft Concession Agreement and other attached volumes in respect of the Project.

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

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

Dated this the _____ Day of _____ 2015____

(Executants)

Signature of Authorized Attorney _____

Name and Title of Attorney: _____

Name of Firm: _____

Address: _____

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

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

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 9 Format of Technical Proposal

Date: _____

Mr. Sohail Raza
Director Contracts, Planning & Design
Lahore Ring Road Authority
20-A Shadman Colony, Jail Road, Lahore

Subject: Technical Proposal – Engineering, Procurement, Construction and Finance of the Lahore Ring Road (Southern Loop)

Dear Sir,

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

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

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

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

Yours sincerely

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

INFORMATION TO BE ENCLOSED IN TECHNICAL PROPOSAL

The Technical Proposal shall provide information on how the Bidder intends to approach the engineering, procurement, construction and financing of the Lahore Ring Road (Southern Loop).

The Technical Proposal should have two sections: (i) work plan and methodology; and (ii) competence and qualification of core team members for this specific project

1. Work Plan, Methodology and Project Implementation Timetable

In this part, the Bidder should explain its understanding of the objectives of the Project, approach to undertaking the Project and methodology for carrying out the Project activities including respective timelines and expected outputs. The Bidder should highlight the problems likely to face including their importance and explain the approach it would adopt to address them.

The proposed plan for the construction of the Project infrastructure must be clearly identified in terms of the timing of key events, phases and milestones. The Bidder must provide a clear statement of the overall duration of the design and construction period. A Gantt chart showing the sequencing and timing of construction activities shall be provided. A complete cost estimate must be provided, disaggregated by the major phases or components of the work.

A narrative and graphic presentation of the Bidder's methodology to execute the works should also be provided. The Bidder shall clearly explain its construction methodology, time period, state of the art practices, tentative plans, type of structures and erection technology, the machinery, plant and labour needs of the Project, requirement for associated working and accommodation areas. It should also include traffic diversion plans, work zone safety plans, major roadside facilities like service areas etc. The methodology shall be clearly elaborated in layout plans. The Bidder must also mention safety control systems and project control systems that it plans to use to control and monitor construction activities. The Bidder must provide evidence of ISO-9000 certifications, if any.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the RFP and translate the Project into a feasible working plan using Primavera or project management tools.

2. Competence and Qualification of Team and Quality Compliance

In this part, the Bidder should propose the structure and composition of its team. The Bidder should list the key management team, project manager, design manager, construction manager, quality manager, operations & maintenance manager and technical experts to be engaged and provide their curriculum vitae (CV) highlighting their qualifications and experience credentials.

A narrative and graphical description of the Bidder's current managerial, technical, design, construction and other non-financial staff, including their qualifications to undertake and

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

successfully deliver the Project under BT arrangement, should be provided. The narrative must explain the Bidder's institutional arrangements for undertaking a PPP project, including graphically representation of its proposed Project organization.

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Form 10 Format of Financial Proposal

Date: _____

Mr. Sohail Raza,
Director Contracts, Planning & Design,
Lahore Ring Road Authority,
20-A Shadman Colony, Jail Road, Lahore

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

Based on the terms and conditions of this RFP and attached volumes, we hereby propose an unconditional constant Annuity of USD_____, to be paid bi-annually in equivalent PKR for eight (8) years after completion of the Project in accordance with the Draft Concession Agreement.

We hereby confirm that this Annuity has been calculated after incorporating all incidences of taxes, duties, fees arising out of execution of this Project under the applicable laws.

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

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Bid, i.e. one hundred and twenty (120) days.

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

SUMMARY OF FINANCIALMODEL (Form 10a)

1. Annuity Payment Required

Year (after Project completion)	1	2	...	8
ROE in USD				
Debt - Principal Payment (USD)				
Debt - Interest (USD)				
Taxes (USD)				
Others (please specify) (USD)				
Annuity (bi-annual payment) (USD)				

2. Project Cost Breakup

Item	Total
Construction Cost (PKR) including Taxes	
Engineering/Design Costs (PKR)	
Interest During Construction Cost (PKR)	
Insurance Cost (PKR)	
Other Project Costs (PKR)	
<i>Total Cost before Contingency (PKR)</i>	
Physical Contingency (PKR)	
Price Contingency (PKR)	
Project Cost (PKR)	

3. Capital Structure

Total Project Cost			
Equity (min 10%)	In %	In USD	In PKR
Debt	In %	In USD	In PKR

4. Debt Assumptions

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

Interest Rate		Reference
Base Rate	In %	(e.g. LIBOR)
Margin on Base Rate	In %	

5. Return

Equity IRR %	In %
Total Return on Equity (over 10 years)	In USD

Signature of Authorized Signatory _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Request for Proposal – Engineering, Procurement, Construction and Finance of Lahore Ring Road (Southern Loop)

CONSTRUCTION COST DETAILS (Form 10b)

LAHORE RING ROAD (SOUTHERN LOOP)

ENGINEER'S ESTIMATE

PROJECT COST (Form-10b)

Sr. No.	Description	Amount(Rs.)
1	SL-1	
2	SL-2	
3	SL-3	
4	ITS(Northern & Southern Loops)	
	Total Project Cost =	

LAHORE RING ROAD
PACKAGE SL-1 (Form-10b)
ENGINEER'S ESTIMATE
SUMMARY

Bill No	Description	Amount (Rs.)
1	Earthwork and Allied Activities	
2	Subbase and Base	
3	Surface Courses & Pavement	
4.1	Structures (NJB)	
4.2	Structures (Bridge at Rd --)	
4.3	Structures (Bridge at Rd --)	
4.4	Structures (Bridge at Rd --)	
4.5	Structures (Bridge at Rd --)	
4.6	Structures (Bridge at Rd --)	
4.7	Structures (Vehicular Subways, Pedestrian Subways)	
4.8	Structures (Reinforced Earth Wall/Retaining Wall At Bridge)	
4.9	Structures (Pipe Culverts)	
5a	Drainage & Erosion Works (Concrete Drain)	
5b	Drainage & Erosion Works (Protection Work)	
6	Ancillary Works (Tuff tiles, kerb stones, Pavement Marking, Reflectors, etc)	
7	General Items	
8	Electrical Works	
9	Toll Plaza, Weigh Station & Service Area	
10	Other Items if any (---)	
	Total Cost =	
	Landscaping and Horticulture Charges	
	Contingencies	
	Cost of LRRA Office Complex Building (8500 SM)	
	Net Construction Cost Excluding overhead and profit =	
	Construction Cost Including overhead and profit =	

LAHORE RING ROAD
PACKAGE SL-2 (Form-10b)
ENGINEER'S ESTIMATE
SUMMARY

Bill No	Description	Amount (Rs.)
1	Earthwork and Allied Activities	
2	Subbase and Base	
3	Surface Courses & Pavement	
4.1	Structures (NJB)	
4.2	Structures (Bridge at Rd --)	
4.3	Structures (Bridge at Rd --)	
4.4	Structures (Bridge at Rd --)	
4.5	Structures (Bridge at Rd --)	
4.6	Structures (Bridge at Rd --)	
4.7	Structures (Vehicular Subways, Pedestrian Subways)	
4.8	Structures (Reinforced Earth Wall/Retaining Wall At Bridge)	
4.9	Structures (Pipe Culverts)	
5a	Drainage & Erosion Works (Concrete Drain)	
5b	Drainage & Erosion Works (Protection Work)	
6	Ancillary Works (Tuff tiles, kerb stones, Pavement Marking, Reflectors, etc)	
7	General Items	
8	Electrical Works	
9	Toll Plaza, Weigh Station & Service Area	
10	Other Items if any (---)	
	Total Cost =	
	Landscaping and Horticulture Charges	
	Contingencies	
	Net Construction Cost Excluding overhead and profit =	
	Construction Cost Including overhead and profit =	

LAHORE RING ROAD
PACKAGE SL-3 (Form-10b)
ENGINEER'S ESTIMATE
SUMMARY

Bill No	Description	Amount (Rs.)
1	Earthwork and Allied Activities	
2	Subbase and Base	
3	Surface Courses & Pavement	
4.1	Structures (NJB)	
4.2	Structures (Bridge at Rd --)	
4.3	Structures (Bridge at Rd --)	
4.4	Structures (Bridge at Rd --)	
4.5	Structures (Bridge at Rd --)	
4.6	Structures (Bridge at Rd --)	
4.7	Structures (Vehicular Subways, Pedestrian Subways)	
4.8	Structures (Reinforced Earth Wall/Retaining Wall At Bridge)	
4.9	Structures (Pipe Culverts)	
5a	Drainage & Erosion Works (Concrete Drain)	
5b	Drainage & Erosion Works (Protection Work)	
6	Ancillary Works (Tuff tiles, kerb stones, Pavement Marking, Reflectors, etc)	
7	General Items	
8	Electrical Works	
9	Toll Plaza, Weigh Station & Service Area	
10	Other Items if any (---)	
	Total Cost =	
	Landscaping and Horticulture Charges	
	Contingencies	
	Net Construction Cost Excluding overhead and profit =	
	Construction Cost Including overhead and profit =	

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No. 1 Earthwork and Allied Activities

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
101	Clearing & Grubbing	SM			
102a	Removal of Trees (150-300mm girth)	Each			
102b	Removal of Trees (301-600mm girth)	Each			
102c	Removal of Trees (601mm-over girth)	Each			
104	Compaction of Natural Ground	SM			
106a	Excavate Un-suitable common material	CM			
107d	Granular backfill with Gravel	CM			
107d(i)	Granular BackFill with Sand	CM			
107e	Common Backfill	CM			
107f	Select fill Material	CM			
108a	Formation of embankment from roadway excavation in common Material	CM			
108c	Formation of embankment from borrow excavation in common Material	CM			
108d	Formation of embankment from structural excavation in common Material	CM			
108f	Ordinary Soil Filling From Borrow Excavation in Common Material (Inside Circu;ar Ramps)	CM			
109a	Subgrade Preparation in Earth Cut	SM			
SP-118	Filling of Sweet Earth in Loops/General areas other than Embankment and compact to degree of compaction of natural ground	CM			
	Total of Bill No. 1				

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No. 2 Subbase and Base

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
201	Granular Subbase	CM			
201a	Reuse of broken pavement material from existing road as sub base	CM			
203a	Asphalt Base Course Plant Mix (Class B)	CM			
206	Water Bound Macadam Base with Coarse Aggregate Class B	CM			
207a	Deep Patching (0 - 15 cm)	SM			
207b	Deep Patching (15 - 30 cm)	SM			
209a	Breaking of existing road pavement structure	CM			
209b	Scarification of existing road pavement	SM			
	Total of Bill No. 2				

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No. 3 Surface Courses & Pavement

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
302	Bituminous Prime Coat	SM			
303	Bituminous Tack Coat	SM			
305	Asphaltic Wearing Course Plant Mix (Class A)	CM			
	Total of Bill No. 3				

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.4.1 Structure (N.J Barrier)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
401b(ii)	Concrete Class A-2 (for NJB With Slipform Paver)	CM			
401f	Lean Concrete	CM			
404b	Reinforcement As per AASHTO M-31 Grade -60	Ton			
	Total of Bill No. 4.1				

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

BILL No. 4.2 STRUCTURES (BRIDGE AT RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation	CM			
107d(i)	Granular BackFill with Sand	CM			
401 b (i)	Concrete Class A2 (4000 psi) Pilecap	CM			
401 b (ii)	Concrete Class A2 (4000 psi) Transom and Wing Wall	CM			
401 b(ii)	Concrete Class A2 (4000 psi) Diaphragms and Deck slab	CM			
401 a(i)	Concrete Class A1 (3000 psi) Approach Slab	CM			
401 b(ii)	Concrete Class A2(4000 psi) Piers	CM			
401 a(ii)	Concrete Class A1(3000psi) N.J.Barrier	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Abutment Girder Seat	CM			
401 b(ii)	Concrete Bearing Pads, Concrete Class A2	CM			
401d	Concrete Class D1 (5000 psi) Prestressed 'I' Shaped girder	CM			
405 a	Prestressing Steel (Pre-cast prestressed girder) grade 270 ksi, Grade 1860	Ton			
405 b	Launching of Precast- Prestressed Girders	Ton			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade-60	TON			
406a	Expansion joint including sealent and filler	LM			
SP-423	Steel Expansion Finger Type (European / equivalent) for movement upto 80mm	LM			
406 c	Elastomeric Bearing Pads	Centimete r Cube			
406 d	Free/ Fixed End Steel Support	KG			
407 k	Construction of Cast inplace Concrete Piles 1200 mm dia Including Concrete Class A3 (4000 psi) Excluding Steel Reinforcement	LM			
407 m	Pile Load Test (upto 2.5 times the design load)	Each			
407 n	Pile Proof Load Test (upto 1.5 times the design load)	Each			
SP-414	Admixture (Plasticizers) in Concrete as specified	Litres			
SP 416	Providing and fixing CI Pipes100mm dia	LM			
SP 418 a	Galvanized Iron Drain pipe, 100mm dia	Each			
SP 419	Providing and fixing steel railing on top of N.J barrier	LM			
SP 621	Weather Shield paint on exposed surfaces of concrete	SM			
Total of Bill No. 4.2					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

BILL No. 4.3 STRUCTURES (BRIDGE AT RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material	CM			
107di	Granular Backfill With Sand	CM			
401 b (i)	Concrete Class A2 (4000 psi) Pilecap	CM			
401 b (ii)	Concrete Class A2 (4000 psi) Transom and Wing Wall	CM			
401 b(ii)	Concrete Class A2 (4000 psi) Diaphragms and Deck slab	CM			
401 a(i)	Concrete Class A1 (3000 psi) Approach Slab	CM			
401 b(ii)	Concrete Class A2(4000 psi) Piers	CM			
401 a(ii)	Concrete Class A1(3000psi) N.J.Barrier	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Abutment Girder Seat	CM			
401 b(ii)	Concrete Bearing Pads, Concrete Class A2	CM			
401d	Concrete Class D1 (5000 psi) Prestressed 'I' Shaped girder	CM			
405 a	Prestressing Steel (Pre-cast prestressed girder) grade 270 ksi,Grade 1860	Ton			
405 b	Launching of Precast- Prestressed Girders	Ton			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade-60	TON			
406 a	Expansion joints including filler / sealent	LM			
SP-423	Manufactured trade mark expansion Joints for bridges movement, upto 80mm (European / equivalent)	LM			
406 c	Elastomeric Bearing Pads	Centimete r			
406 d	Free/ Fixed End Steel Support	KG			
407 a	Construction of Cast inplace Concrete Piles 1000 mm dia Including Concrete Class A3 (4000 psi) Excluding Steel Reinforcement	LM			
407 b	Pile Load Test (upto 2.5 times the design load)	Each			
407 c	Pile Proof Load Test (upto 1.5 times the design load)	Each			
SP-414	Admixture (Plasticizers) in Concrete as specified	Litres			
SP 416	Providing and fixing CI Pipes100mm dia	LM			
SP 418 a	Galvanized Iron Drain pipe, 100mm dia	Each			
SP-419	Provide and Fixing Steel Railing on top of N.J Barrier	LM			
SP 621	Weather Shield Paint on exposed surfaces of concrete	SM			
Total of Bill No. 4.3					

**LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE**

BILL No. 4.4 STRUCTURES (BRIDGE AT RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material (Pile Cap)	CM			
107di	Granular Backfill With Sand	CM			
401 b (i)	Concrete Class A2 (4000 psi) Pilecap	CM			
401 b (ii)	Concrete Class A2 (4000 psi) Transom	CM			
401 b(ii)	Concrete Class A2 (4000 psi) Diaphragms and Deck slab	CM			
401 a(i)	Concrete Class A1 (3000 psi) Approach Slab	CM			
401 b (ii)	Concrete Class A2(4000 psi) Piers	CM			
401 a(ii)	Concrete Class A1(3000psi) N.J.Barrier	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Abutment Girder Seat	CM			
401 b(ii)	Concrete Bearing Pads, Concrete Class A2	CM			
401d	Concrete Class D1 (5000 psi) Prestressed 'I' Shaped girder	CM			
405 a	Prestressing Steel (Pre-cast prestressed girder) grade 270 ksi, Grade 1860	Ton			
405 b	Launching of Precast- Prestressed Girders	Ton			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade-60	TON			
406 a	Expansion joints including filler / sealent	LM			
SP-423	Manufactured trade mark expansion Joints for bridges movement, upto 80mm (European / equivalent)	LM			
406 c	Elastomeric Bearing Pads	Centimete			
406 d	Free/ Fixed End Steel Support	KG			
SP-414	Admixture (Plasticizers) in Concrete as specified	Litres			
SP 416	Providing and fixing CI Pipes100mm dia	LM			
SP 418 a	Galvanized Iron Drain pipe, 100mm dia	Each			
SP-419	Provide and Fixing Steel Railing on top of N.J Barrier	LM			
SP 621	Weather Shield Paint on exposed surfaces of concrete	SM			
Total of Bill No. 4.4					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

BILL No. 4.5 STRUCTURES (BRIDGE AT RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material (Pile Cap)	CM			
107 e	Granular Backfill With Sand around Pilecap	CM			
401 b (ii)	Concrete Class A2 (4000 psi) Transom and Wing Wall	CM			
401 b(ii)	Concrete Class A2 (4000 psi) Diaphragms and Deck slab	CM			
401 a(i)	Concrete Class A1 (3000 psi) Approach Slab	CM			
401 b(ii)	Concrete Class A2(4000 psi) Piers	CM			
401 a(ii)	Concrete Class A1(3000psi) N.J.Barrier	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Abutment Girder Seat	CM			
401 b(ii)	Concrete Bearing Pads, Concrete Class A2	CM			
401d	Concrete Class D1 (5000 psi) Prestressed 'I' Shaped girder	CM			
405 a	Prestressing Steel (Pre-cast prestressed girder) grade 270 ksi, Grade 1860	Ton			
405 b	Launching of Precast- Prestressed Girders	Ton			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade-60	TON			
406 a	Expansion joints including filler / sealant	LM			
SP-423	Manufactured trade mark expansion Joints for bridges movement, upto 80mm (European / equivalent)	LM			
406 c	Elastomeric Bearing Pads	Centimeter			
406 d	Free/ Fixed End Steel Support	KG			
407 k	Construction of Cast in place Concrete Piles 1200 mm dia Including Concrete Class A3 (4000 psi) Excluding Steel Reinforcement	LM			
407 m	Pile Load Test (upto 2.5 times the design load)	Each			
407 n	Pile Proof Load Test (upto 1.5 times the design load)	Each			
407d	Steel Liner	LM			
SP-414	Admixture (Plasticizers) in Concrete as specified	Liters			
SP 416	Providing and fixing CI Pipes 100mm dia	LM			
SP 418 a	Galvanized Iron Drain pipe, 100mm dia	Each			
SP-419b	Provide and Fixing Steel Railing on top of N.J Barrier	LM			
SP 621	Weather Shield Paint on exposed surfaces of concrete	SM			
Total of Bill No. 4.5					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

BILL No. 4.6 STRUCTURES (BRIDGE AT RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation	CM			
107d(i)	Granular BackFill with Sand	CM			
401 b (i)	Concrete Class A2 (4000 psi) Pilecap	CM			
401 b (ii)	Concrete Class A2 (4000 psi) Transom and Wing Wall	CM			
401 b(ii)	Concrete Class A2 (4000 psi) Diaphragms and Deck slab	CM			
401 a(i)	Concrete Class A1 (3000 psi) Approach Slab	CM			
401 b(ii)	Concrete Class A2(4000 psi) Piers	CM			
401 a(ii)	Concrete Class A1(3000psi) N.J.Barrier	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Abutment Girder Seat	CM			
401 b(ii)	Concrete Bearing Pads, Concrete Class A2	CM			
401d	Concrete Class D1 (5000 psi) Prestressed 'I' Shaped girder	CM			
405 a	Prestressing Steel (Pre-cast prestressed girder) grade 270 ksi, Grade 1860	Ton			
405 b	Launching of Precast- Prestressed Girders	Ton			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade-60	TON			
406 a	Expansion joints including filler / sealant	LM			
SP-423	Steel Expansion Finger Type (European / equivalent) for movement upto 80mm	LM			
406 c	Elastomeric Bearing Pads	Centimeter Cube			
406 d	Free/ Fixed End Steel Support	KG			
407 a	Construction of Cast in place Concrete Piles 1000 mm dia Including Concrete Class A3 (4000 psi) Excluding Steel Reinforcement	LM			
407 b	Pile Load Test (upto 2.5 times the design load)	Each			
407 c	Pile Proof Load Test (upto 1.5 times the design load)	Each			
SP-414	Admixture (Plasticizers) in Concrete as specified	Litres			
SP 416	Providing and fixing CI Pipes100mm dia	LM			
SP 418 a	Galvanized Iron Drain pipe, 100mm dia	Each			
SP-419b	Provide and Fixing Steel Railing on top of N.J Barrier	LM			
SP 621	Weather Shield Paint on exposed surfaces of concrete	SM			
Total of Bill No. 4.6					

**LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE**

Bill No.4.7 Structure (Vehicular Subways, Pedestrian Subways)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material	CM			
107 f	Selected Fill Material under Footings	CM			
107d(i)	Granular BackFill with Sand	CM			
401a (i)	Concrete Class A1(3000 psi) Approach Slab	CM			
401 a(ii)	Concrete Class A1(3000 psi) Subway Walls and Top slab	CM			
401 a(ii)	Concrete Class A1 (3000 psi) Wing Walls	CM			
401 a(i)	Concrete Class A1(3000 psi) Foundation	CM			
401f	Lean Concrete	CM			
404 b	Reinforcement as AASHTO M-31 Grade-60	TON			
406 f	PVC Waterstop, 225 mm Wide & 10 mm Thick	LM			
401 g	Bitumen Paint on Contraction Joints	SM			
SP 414	Mixing of Additives (Plasticizers) in Concrete	Litres			
SP415 c	Type-III Water Proofing Treatment	SM			
SP420	Glazed Ceramic Tiles	SM			
SP-614ii	Tough Pavers 60mm thick	SM			
406a	Expansion joint including sealent and filler	LM			
401k	Sealant for the contraction joint	LM			
	Vertical steel grating	SM			
	Intercepting drain steel grating	SM			
Total of Bill No. 4.7					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.4.8 Structure (Reinforced Earth Wall/Retaining Wall at RD ---)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material	CM			
107 f	Select fill material under Reinforced Earth walls of desired bearing capacity as per specifications.	CM			
202	Coarse Aggregate Under Beam Seat	CM			
SP 417 a	Formation of Embankment with Specified material for Reinforced earth works completed as per particular specifications complying only to section 417.4.9.1. (Synthetic or Dunois-Coated Metallic Systems)	CM			
401 a(i)	Concrete Leveling Pad for Reinforced Earth Wall, Concrete Class A1	CM			
SP 417 c	Construction of Reinforced Earth concrete walls using panels with Concrete Class D1 & Grade 60 Steel Reinforcement including supply & installation of the Reinforced Earth materials like Moulds and Liners (on loan), Soil Reinforcement Strip, Strip to Panel Connectors (Fixings), Plastic Dowels, EPDM Bearing Pads, Sealing Foam/Geotextile for Joint Sealing, the internal design of Reinforced Earth Structures, Construction Drawings and Method Statements, duly approved by the Consultant and the Client, and Technical Assistance for proper execution by the Principal System Proprietor, complete in all respects.				
A	Retaining Wall Height 0-5 meters(Non Load bearing)	SM			
B	Reinforced Earth Wall - Height 0-5m(Load bearing)	SM			
401 b(ii)	Coping & Counterbalance Slab (including any stitch beam) for Reinforced Earth walls, Concrete Class A2	CM			
404b	Steel Grade 60 AASHTO M 31 for Coping & Counterbalance Slab (including any stitch beam) for Reinforced Earth Walls	Ton			
Total of Bill No. 4.8					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.4.9 Structure (Pipe Culverts)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107 a	Structural Excavation in Common Material	CM			
107 di	Granular Backfill with Sand	CM			
401 a (i)	Concrete Class A1	CM			
401 f	Lean Concrete	CM			
404 b	Reinforcement as per AASHTO M-31 Grade 60	TON			
501 f	Concrete Pipe 910 mm dia	M			
502 b	Concrete Class 'B' in Bedding and Encasement of Concrete Pipe Culvert.	CM			
Total of Bill No. 4.9					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No 5a Drainage & Erosion Works (Drain)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
107a	Structural Excavation in Common Material	CM			
107dl	Granular Backfill with Sand	CM			
401a(i)	Concrete Class A1 (3000 PSI) Base Slab	CM			
401a(ii)	Concrete Class A1 (3000 PSI) Side wall & Roof Slab	CM			
4011(i)	Concrete Class B	CM			
401f	Lean Concrete	CM			
401g	Bitumen Paint on Construction Joint	SM			
404b	Steel Reinforcement G-60	Ton			
406a	Expansion Joint	LM			
406 f	PVC Waterstop, 225 mm Wide & 10 mm Thick	LM			
SP- 414	Mixing of Additives (Plasticizers) in Concrete	Litre			
SP-415c	Type - III Water Proofing Treatment around Drain	SM			
509d	Grouted Riprap Class-A	CM			
510a	Dismantling of RCC Structure	CM			
510b	Dismantling of PCC Structure	CM			
510c	Dismantling of Brick Masonry	CM			
Total of Bill No. 5a					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No 5b Drainage & Erosion Works (Drainage System)

Item #	Item Description	Unit	Quantity	Rate (Rs)	Amount (Rs)
902.1	Provide and Lay RCC pipe Class IV including , Excavation , bedding, shuttering and backfilling as per drawing and	M			
902.2	Provide and fix Manhole covers of Size 637.5mm as per drawings and as directed by the Engineer	Each			
	Total of Bill No. 5b				

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.6 Ancillary Works

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
401a(i)	Concrete Class "A1" in haunches around PVC pipes placed across the road for future use	CM			
404b	Reinforcement As per AASHTO M-31 Grade -60	Ton			
601d(i)	Pre-cast Kerb (Non-Mountable)	M			
601d(ii)	Edge Curb	M			
SP 614(i)	Paving Tiles on drain slabs	SM			
SP 614(ii)	Paving Tiles on Compacted Soil	SM			
607a	Traffic Signs, Triangular sides 1200 mm	Each			
607b	Traffic Signs, Circular dia 1200 mm	Each			
607c(i)	Traffic Signs, with single post assembly	Each			
607c(ii)	Traffic Signs, with double post assembly	SM			
SP-613	Manufacture & Installation of Gantry Sign				
	Type-	Each			
	Type-	Each			
608a	Pavement marking in Thermoplastic paint for lines of 15Cm wide	M			
608b	Pavement marking with Thermoplastic paint for Arrows, stops, pedestrian crossing,hatch area etc. as specified	SM			
609c	Reflectorized pavement Studs (raised Profile Type - Single)	Each			
SP-	PVC Pipe 150 mm dia	M			
SP-	ROW Marker Type-1	Each			
SP-	ROW Marker Type-2	Each			
SP-	ROW Monument	Each			
Total of Bill No. 6					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.7 General Items

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
701a	Provide Survey and Allied Instruments	PS			
701b	Maintain Survey Instruments (Including Helper)	Month			
702a	Provide Engineer's Office & Rest House at Site	PS			
702b	Furnish & Equip Engineer's & Rest House at Site	PS			
702c	Operational Cost of Engineer's Offices Rest House at Site	Month			
703a	Provide Material Testing Laboratories (Base & Field)	PS			
703b	Operational Cost of Project Laboratory (including Helpers)	Month			
SP-708	Running and maintenance of Vehicles	Month			
Total of Bill No. 7					

**LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE**

Bill No.8 Electrical Works

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
801(a)	Supply, installation, testing and commissioning of the following items of work, including all material, labour, tools and accessories etc. required for proper completion of each item as per specification, drawings and/or as directed by the Engineer. 12 m high single arm conical octagonal (hot dip) galvanized steel pole with extension arm luminaire arrangement, base plate, J-rag bolts and earthing etc. as shown on drawing.	Each			
804(b)	Single core 16 mm ² PVC insulated 450/750 Volt grade unarmoured copper cable (Newage, Pioneer, Fast or Pakistan Cables or approved equivalent) laid direct in ground or pulled in PVC pipe already laid as CPC.	Rm			
804(c) (MRS Rate Ist Bi-annual 2014)	4-core 35 mm ² PVC insulated and PVC overall sheathed 600/1000 Volt grade unarmoured copper cable (Newage, Pioneer, Fast or Pakistan Cables or approved equivalent) laid direct in ground or pulled in PVC pipe already laid.	Rm			
804(d)	4-core 16 mm ² PVC insulated and PVC overall sheathed	Rm			
804(e)	3-core 2.5 mm ² PVC insulated and PVC overall sheathed	No.			
805(a)	Road lighting control panel with angle iron frame claded 14 - 1 No. incoming 100 Amp.(adjust.) TP, MCCB, 25 kA - 3 No. outgoing 20 Amp. TP MCCBs, 16 kA - 2 No. spare 20 Amp. TP MCCBs, 16 kA - 3 No. 32 Amp. magnetic contactor - 2 No. spare 32Amp. magnetic contactor - 3 No. photo-electric switches (01 spare) a) 1 No. ammeters 0-100 Amp., with selector b) 3 No. indication lights c) 1 No. voltmeter with fuse and 7 position selector d) 3 Ph, N & Earth copper busbars	Job			

**LAHORE RING ROAD
PACKAGE SL---- (Form-10b)**

ENGINEER'S ESTIMATE

	<p>e) Internal wiring & line-up terminals etc. f) Brass cable glands/accessories g) Auto-Manual-OFF (3 position switches for operation in auto (with photocell) and normal (manual mode-photocell override) h) Panel steel grid painted alongwith locking i) Photo Cell and Timer j) IP 54 panel shall be weather proof, dust</p>				
805(b)	<p>Road lighting control panel with angle iron frame claded 14</p> <ul style="list-style-type: none"> - 1 No. incoming 160 Amp.(adjust.) TP, MCCB, 36 kA - 4 No. outgoing 20 Amp. TP MCCBs, 16 kA - 2 No. spare 20 Amp. TP MCCBs, 16 kA - 4 No. 32 Amp. magnetic contactor - 2 No. spare 32Amp. magnetic contactor <p>3 No. photo-electric switches (01 spare) a) 1 No. ammeters 0-100 Amp., with selector</p> <p>b) 3 No. indication lights</p> <p>c) 1 No. voltmeter with fuse and 7 position selector switch.</p> <p>d) 3 Ph, N & Earth copper busbars</p> <p>e) Internal wiring & line-up terminals etc.</p> <p>f) Brass cable glands/accessories g) Auto-Manual-OFF (3 position switches for operation in auto (with photocell) and normal (manual mode-photocell override) h) Panel steel grid painted alongwith locking arrangement i) Photo Cell and Timer j) IP 54 panel shall be weather proof, dust</p>	Job			
806(a)	25 mm ² PVC insulated copper earth wires including all fixing accessories as required for earthing of lighting control panels.	Rm			
806(b)	Earth point comprising of 10 ft. 5/8" dia. (16 mm dia) copper coated M.S. rods driven in ground near each lighting control panel. The earthing rods shall be completed with fixing	Each			
807(a) As per WAPDA	Supply of 25 kVA, 11/0.415 kV pole mounted transformer, earthing arrangement and all accessories, Installation and Connection Charges with energy meter as per WAPDA	Job			
807(b) As per WAPDA	Supply of 50 kVA, 11/0.415 kV pole mounted transformer, earthing arrangement and all accessories, Installation and Connection Charges with energy meter as per WAPDA	Job			
(A)	Provisional Sum	Lump-sum			
Total of Bill No. 8					

LAHORE RING ROAD
PACKAGE SL---- (Form-10b)
ENGINEER'S ESTIMATE

Bill No.9 Toll Plaza ,Weigh Station,Rest area & facilities(Excluding development and equipment cost)

Item No	Description	Unit	Quantity	Rate (Rs.)	Amount (Rs.)
	Toll Plazas (P.S)	No.			
	Toll Plaza Operations Facilities	No.			
	Weigh Stations (P.S)	No.			
	Rest Area (P.S)	No.			
	Total of Bill No. 9				

Note: Above format is for guidance and shall be filled for all three packages separately. Any item missing can be added to but not subtracted from the row.