
SINDH MASS TRANSIT AUTHORITY (SMTA)

GOVERNMENT OF SINDH



REQUEST FOR PROPOSALS (RFP)

FOR

**THE ESTABLISHMENT OF A MODERN TRUCK TERMINAL
AND LOGISTICS PARK ALONG THE NORTHERN BYPASS
(M-10), KARACHI THROUGH SECURING/ARRANGEMENT
OF LAND, FINANCING, DESIGN, CONSTRUCTION,
COMMERCIAL INTEGRATION, OPERATION,
MAINTENANCE, AND MANAGEMENT UNDER AN
INTEGRATED SINGLE-OPERATOR / DEVELOPER
CONCESSION FRAMEWORK**

OCTOBER 2026

LETTER OF INVITATION

The Sindh Mass Transit Authority (the “Employer”) invites Technical and Financial Proposal(s), sealed in separate envelopes in accordance with ITB 16 (Submission, Sealing and Marking of Bids), from Bidders and Consortia for the **Establishment of a Logistics Park / Modern Truck Terminal along the Northern Bypass (M-10), Karachi** (on either the eastbound or westbound carriageway) through the securing/arrangement of 400 acres or more land, financing, design, construction, operational integration (central queuing and call-forward ticketing), maintenance, and commercial management (the 'Project').

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in Bidding Documents.

The Employer "Sindh Mass Transit Authority" (SMTA) is a government entity established under the Sindh Mass Transit Authority Act, 2014 (Act No. XXIX of 2016), as amended from time to time, operating under the administrative control of the Government of Sindh's Transport and Mass Transit Department, with full provincial jurisdiction across Sindh. The Employer has been mandated under section 6 (h) of the said act to ensure traffic disciplines for all vehicles as it may consider necessary and to coordinate, design, construct, develop, and monitor mass transit systems across Sindh, own, operate, regulate, and maintain transit infrastructure and assets such as bus corridors, stations, depots, freight terminals, staging facilities, and ancillary facilities and ensure services are safe, efficient, affordable, environmentally sustainable, and accessible. The Act explicitly permits the Employer to collect fees as determined by government rules, and also "fees, fines and all other revenues generated from the mass transit infrastructure". This includes revenue from vehicle parking, terminal entry, commercial vendor spaces, staging fees, logistics facilities, and ancillary commercial activities, subject to applicable law, Rules and Regulations.

Karachi's major ports (Karachi Port and Port Muhammad Bin Qasim) generate substantial road-based freight traffic, handling 99.3 million tonnes of cargo and 3.65 million TEUs in 2024–25, with over ninety-five percent (95%) of inland containerized and non-pipeline dry cargo originating from or destined for Karachi Port moving by road (rail freight haulage accounting for less than 5%). These trucks have no formally organized locations to wait, which results in severe traffic congestion on streets and roads approaching the ports and urban centres. The Project is an integrated 24-hour truck terminal and logistics park combining centralized truck queuing and call-forward operations, staging, parking, driver and vehicle-related services, security, traffic management, and freight-related commercial facilities together with logistics, warehousing, storage, and ancillary commercial facilities capable of accommodating approximately five thousand (5,000) trucks simultaneously and to support the processing and management of not less than five thousand (5,000) truck movements per day, subject to the detailed technical and operational requirements set out in the Bidding Documents.

The Project shall be executed under an Integrated Single-Operator / Developer Model wherein a single private partner (or Consortium of not more than five (5) entities) shall be solely responsible for land provision/control, private financing, design, construction, operational integration (central queuing and ticketing), maintenance, and commercial management for the Concession Period. The Concession Period shall be twenty-five (25) years, comprising a Construction / EPC Period of up to two (2) years and an Operations & Maintenance (O&M) Period of twenty-three (23) years. The facility is intended to operate as a commercially self-sustaining facility; no Government land, capital contribution / funding or subsidy will be offered by the Employer or the Government of Sindh. The Concessionaire shall construct the facility to its full nominal design capacity of five thousand (5,000) commercial trucks per day by the end of the EPC Period. At the Concessionaire's option, the Employer shall issue the Commercial Operating License earlier, at any time during the EPC Period, upon certified completion of capacity for not less than one thousand (1,000) commercial trucks and essential driver/terminal services, permitting early commercial operations and tariff collection against a pro-rata 1,000-truck concession fee baseline or the actual throughput, whichever is higher. The

Operating License shall be subject to suspension if full capacity is not achieved within one hundred and eighty (180) calendar days after the Scheduled Full COD.

The charges for the truck terminal services of the Project (the “Terminal User Charges”) shall be fair, reasonable and regulated by the Employer as the competent authority of the Government and shall not exceed the Maximum Permissible Terminal Exit Tariff, which the Employer determines, indexes and revises from time to time in accordance with the Bidding Documents, the Concession Agreement and Applicable Laws. The Concessionaire is free to determine the rents, prices and charges for all other facilities, services and land of the Project, other than the charges for the driver welfare facilities, which the Concession Agreement shall deal with, and the Employer shall not impose any ceiling or restriction on those rents, prices and charges.

The Bidding Documents set out the process for the Successful Bidder to perform the Services during the Term in relation to the operation of the Project.

It is mandatory for the Bids to be prepared using the standard formats provided in Section H (Bidding Forms) and ITB 10 (Financial Proposal) of the Bidding Documents. Bids that are not prepared on the prescribed format may not be considered by the Employer. If any information required in the forms is found missing, or written elsewhere, no credit will be given in the relevant section of the evaluation and may lead to rejection of the Bid.

Bids must be delivered to the address given below by not later than the Submission Deadline (3:00pm Pakistan Standard Time). The Technical Proposal will be opened on the same day at **3:30pm (Pakistan Standard Time)** in the presence of the representatives of the Bidders who may wish to attend. The Financial Proposal of only technically qualified Bidders will be opened.

The Employer reserves the right to accept or reject any Bids received under the Bidding Documents or cancel/annul the Bidding Process, at any time during the Bidding Process in accordance with the SPPRA Rules.

Further information and the Bidding Documents in relation to the Project may be downloaded from www.smta.gos.pk or obtained from the address given below on a working day during office hours before the Submission Deadline upon submission of a written application and after payment of non-refundable tender fees of **Rs. 5000/-** by Pay Order in favor of “**Sindh Mass Transit Authority**”:

**The Managing Director
Sindh Mass Transit Authority
House No. D-43/1, Shahrah-e-Ghalib, Block- 2,
Clifton, (near Bilawal Chowrangi),
Karachi, Pakistan.
Ph: 021-99332207**

IMPORTANT NOTICE

These Bidding Documents are being issued to the recipient by the Employer solely for use in preparing and submitting its Bid for participation in the International competitive bidding process being conducted by the Employer for the purposes of selection of a Successful Bidder to perform the Services in relation to the Project.

The Bids will be reviewed in accordance with the applicable Pakistani laws. Neither the Employer, nor its employees, personnel, agents, consultants, advisors and contractors *etc.*, make any representation (express or implied) as to the accuracy or completeness of the information contained herein, or in any other document made available to any person in connection with the Bidding Process and the same shall have no liability for these Bidding Documents or for any other written or oral communication transmitted to the Bidders in the course of the evaluation of Bids. Neither the Employer nor its employees, personnel, agents, consultants, advisors and contractors *etc.*, will be liable in any manner whatsoever to reimburse or compensate the Bidders for any costs, fees, damages or expenses incurred by the Bidders in evaluating or acting upon these Bidding Documents or otherwise in connection with the Services. Any Bid submitted in response to these Bidding Documents by any of the Bidders shall be upon full understanding and agreement of any and all terms of these Bidding Documents and such submission shall be deemed as an acceptance to all the terms and conditions stated in these Bidding Documents.

Any Bid that is submitted by a Bidder shall be construed based on the understanding that the Bidder acknowledges that prior to submission of the Bid in response to these Bidding Documents, the Bidder has, after a complete and careful examination, made an independent evaluation of these Bidding Documents and all information provided by the Employer. The Employer (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and / or completeness of any assessment, assumptions, statement or information provided by it and the Bidder shall have no claim whatsoever of any nature against the Employer (including its employees, personnel, agents, consultants, advisors and contractors *etc.*) in this regard.

These Bidding Documents do not constitute a solicitation to invest, or otherwise participate, in the Bidding Process, neither shall it constitute a guarantee on part of the Employer that the **Concession Agreement** will be awarded.

PART I:

INSTRUCTIONS TO BIDDERS

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A. DEFINITIONS

In the Bidding Documents, capitalized terms shall have the meanings assigned to them under the Agreements. In addition, the following terms shall have the meanings stated below, unless the context otherwise requires:

“Acceptable Bank” means, a scheduled bank or a financial institution incorporated or organised in Pakistan having a credit rating of at least AA or higher by Pakistan Credit Rating Agency, or AA or higher by VIS, or A3 or higher by Moody’s or equivalent rating by Fitch or Standard and Poor, approved by the Employer.

“Acceptance of Notification of Award” has the meaning given to that term in ITB 30.2.

“Actual Vehicle Throughput” means the aggregate number of commercial heavy transport vehicles (HTVs) entering and processed through the Terminal during any calendar month, as verified and audited by the Independent Expert through the automated ticketing and ANPR barrier logging system.

“Agreement” means the Concession and Operating Franchise Agreement entered into by and between the Employer and the Successful Bidder (or SPV formed by the Successful Bidder) in respect of the Truck Terminal and Logistics Park Project, including all schedules and annexures attached thereto.

“Annual Advance Concession Fee” (or **“Annual Advance Amount”**) means the lump-sum advance payment payable by the Concessionaire to the Employer on or before the first day of Operational Year 1, and within thirty (30) calendar days prior to the commencement of each subsequent Operational Year throughout the Term, equivalent to ten percent (10%) of the committed Guaranteed Annual Concession Fee for that respective Operational Year as set out in Bidding Form F2.

“Applicable Laws” has the same meaning as “Laws”.

“Arbitrary Refusal” means a refusal, restriction or delay of entry, staging or parking to a roadworthy commercial vehicle that has paid, or offered to pay, the published tariff while serviceable bay capacity exists, other than on one of the following grounds: the vehicle is unroadworthy or overloaded, or does not comply with the published terminal safety rules; its cargo does not meet the requirements for the hazardous cargo bay; the refusal follows a lawful direction of the Karachi Traffic Police or another public authority; or an emergency affects the safety of the Facility.

“Authorized Representative” has the meaning given to that term in ITB 15.2.

“Benchmark Revenue” means the contractual benchmark gross concession revenue floor for any billing period or Operational Year, calculated as the product of the applicable Benchmark Volume and the prevailing Throughput Concession Fee rate.

“Benchmark Volume” means the mandatory minimum commercial vehicle throughput baseline established for the Project, commencing at two thousand (2,000) commercial vehicles per day in **Operational Year 1** and escalating by an annual increment of one thousand (1,000) vehicles per day each year until reaching the nominal design capacity of five thousand (5,000) commercial vehicles per day in **Operational Year 4**, which shall remain the throughput floor for each subsequent Operational Year throughout the Term. During Early Operations the Benchmark Volume is one thousand (1,000) commercial vehicles per day, applied pro rata (the “Early Operations Benchmark Volume”).

“Bid” means the bid comprising a Technical Proposal and a Financial Proposal, submitted or to be submitted by the Bidder to the Employer pursuant to the Bidding Documents.

"Bid Price" means the single evaluated financial score derived from the cumulative sum of the Guaranteed Annual Concession Fees committed to the Employer by the Bidder across all twenty-three (23) formal Operational Years (Concession Years 3 to 25) of the Concession Period, as set out in Column [C] of Bidding Form F2.

“Bidder(s)” means a bidder or a member of the Consortium that has submitted a Bid to the Employer pursuant to the Bidding Documents.

“Bidding Documents” means the Instructions to Bidders and the Agreements.

“Bidding Forms” means the forms attached to this ITB that shall be filled out by the Bidder and to be submitted as part of the Bid.

“Bid Opening” has the meaning given to that term in ITB 20.1.

“Bidding Process” has the meaning given to that term in ITB 1.1.

“Bid Security” has the meaning given to that term in ITB 13.1.

“Bid Validity Period” has the meaning given to that term in ITB 14.1.

"Call-Forward System" means the centralized automated queuing, ticketing, dwell-time tracking, and staging software mechanism coordinated with Karachi Port, Port Qasim, and traffic authorities.

“Clarification” has the meaning given to the term in ITB 5.1.

“Commercial Operating License” (also referred to as the **“Operating License”** or the **“License”**) means the licence issued by the Employer authorising the Concessionaire to operate the Facility and levy user charges, subject to the Concession Agreement.

"Commercial Operations Date" or "COD" means (a) Early Operations Date: The date, at any time during the EPC Period, on which the Independent Engineer and Independent Expert certify that initial staging aprons for at least one thousand (1,000) commercial vehicles, entry/exit weighbridges, automated ANPR gates, standalone QTCFS software, driver dormitories, sanitary facilities, and the 24/7 emergency medical clinic are fully completed and operational, triggering the issuance of the Commercial Operating License; and (b) Full Commercial Operations Date (Full COD): The date on which the Independent Engineer certifies that civil works for the full mandatory nominal design capacity of five thousand (5,000) commercial vehicles per day and complete support infrastructure, including every Mandatory Service, have been 100% constructed, commissioned, and operational (achieved no later than twenty-four (24) months from the Effective Date).

"Concession Agreement" means the concession and operating franchise agreement entered into by and between the Employer and the Concessionaire in respect of the establishment of the Truck Terminal and Logistics Park Project through securing of land, financing, design, construction, operational integration, operation, maintenance and commercial management, including all schedules and annexures attached thereto.

"Concession Period" means the aggregate period of twenty-five (25) years commencing from the Effective Date, comprising an initial Construction (EPC) Period of up to two (2)

years (24 calendar months), followed by an Operations and Maintenance (O&M) Period of twenty-three (23) Operational Years terminating on the twenty-fifth (25th) anniversary of the Effective Date, unless terminated earlier in accordance with the Concession Agreement.

"Concession Year" means each consecutive period of twelve (12) months commencing on the Effective Date or on an anniversary of it. Concession Years 1 and 2 form the EPC Period, and Concession Year 3 is the first Operational Year.

"Concessionaire" (or **"Developer-Operator"**) means the Special Purpose Vehicle (SPV) incorporated in Pakistan by the Successful Bidder pursuant to ITB 34, which enters into the Concession Agreement with the Employer to perform the Project Works & Operations during the Term.

"Concessionaire Event of Default" has the meaning given to that term under the Concession Agreement.

"Consortium" means a Bidder comprised of two (2) or more, but not exceeding a maximum of five (5) legal entities, formed pursuant to a valid and legally binding Consortium Agreement to submit a Bid and implement the Project Works & Operations.

"Consortium Agreement" means agreement between the Consortium Members, in terms of ITB 2.3 (c).

"Consortium Member" means each member of a Consortium, including the Lead Member, as stated in the Consortium Agreement.

"Construction Period" or **"EPC Period"** means the period commencing on the Effective Date and ending on the date falling exactly twenty-four (24) calendar months thereafter (the 'Scheduled Full COD'), during which the Concessionaire shall finance, design, procure, construct, and commission the Project Works in accordance with the Concession Agreement.

"Control System" has the meaning given to that term in the "Centralized Control System (OCC) & Field Monitoring" section of Annexure D.

"Dispatch Integration" means the digital and operational interface established between the Terminal's automated Queuing, Ticketing and Call-Forward System (QTCFS) and the terminal operating systems (TOS), gate-operating systems, and customs clearance platforms of Karachi Port Trust (KPT) and South Asia Pakistan Terminals (SAPT) enabling real-time capacity synchronization and the metered, time-slotted release ('call-forward') of commercial cargo vehicles from the Terminal to maritime port gates.

"Delay Notice" has the meaning given to that term in the "Mandatory License Suspension for 180-Day Development Delays" provision of Annexure D.

"Early Operations" means the operation of the Project under a Commercial Operating License issued on the Early Operations Date, before Full COD.

"Effective Date" has the meaning given to that term under the Concession Agreement.

"Employer" means the Sindh Mass Transit Authority (SMTA), a government entity established under the Sindh Mass Transit Authority Act, 2014 operating under the administrative control of the Government of Sindh's Transport and Mass Transit Department, with its office located at House No. D-43/1, Shahrah-e-Ghalib, Block- 2, Clifton, (near Bilawal Chowrangi), Karachi, Pakistan.

"Employer Desk" has the meaning given to that term in the "Employer Desk and Emergency Directions" provision of Annexure D.

"Employer View" has the meaning given to that term in the "Ticket Charging System: Read-Only Employer Access" provision of Annexure D.

"Escrow Account" has the meaning given to that term in the "Operating License Lifecycle, Suspension and Intervention" section of the Regulatory Framework in Annexure D.

"Exclusivity Period" (or **"License Protection Period"**) means the period commencing on the Effective Date and ending upon the earlier of: (a) the expiration of the twenty-five (25) year Concession Period; or (b) the certification of the 5,000 vehicle/day capacity threshold sustained over ninety (90) consecutive operational days, subject to early termination or lapse of ROFR in accordance with ITB 1.4 and Section 2.6 of Annexure D.

"Exclusivity Zone" has the meaning given to that term in ITB 1.4.

"Excusable Delay" has the meaning given to that term in the "Mandatory License Suspension for 180-Day Development Delays" provision of Annexure D.

"Financial Proposal" means the financial proposal submitted by the Bidders as part of their Bids pursuant to the Bidding Documents.

"Guaranteed Annual Concession Fee" means, for each Operational Year, the amount stated in Column [C] of Bidding Form F2, being the Bidder's Guaranteed Annual Throughput multiplied by the Throughput Concession Fee rate for that year.

"Guaranteed Annual Throughput" means, for each Operational Year, the number of commercial vehicles per year stated by the Bidder in Column [A] of Bidding Form F2, which shall not be less than the Benchmark Volume for that year.

"Independent Expert(s)" means the separate independent third-party engineering, transport, legal, and/or financial advisors appointed by the Employer for, inter alia, supervision, verification, approval, inspection, and certification functions under this RFP and the Agreement.

"Integrated Single-Operator / Developer Model" means the contractual model wherein a single private partner (or consortium) is responsible for land provision/control, private financing, design, construction, operational integration (central queuing and ticketing), maintenance, and commercial management for the Concession Period without Government land, capital contribution, funding, or subsidy.

"Integrity Pact" has the meaning given to that term in ITB 39.1.

"Interim Operation" has the meaning given to that term in the "Operating License Lifecycle, Suspension and Intervention" section of the Regulatory Framework in Annexure D.

"Interim Operator" has the meaning given to that term in the "Operating License Lifecycle, Suspension and Intervention" section of the Regulatory Framework in Annexure D.

"ITB" or **"Instructions to Bidders"** means the instructions to Bidders set out in Part I (*Instructions to Bidders*) of the Bidding Documents.

"Laws" has the meaning given to that term under the Agreement.

“Lead Member” has the meaning given to that term in ITB 2.3(b).

“Lender” has the meaning given to that term in the “Operating License Lifecycle, Suspension and Intervention” section of the Regulatory Framework in Annexure D.

“Letter of Invitation” means the letter issued by the Employer to prospective Bidders for participation in the Bidding Process.

“Mandatory Services” has the meaning given to that term in the “Mandatory Services” provision of the “Functional Scope of Core Project Components” section of Annexure D.

“Material Default” means a default by the Concessionaire that entitles the Employer to give a notice of termination under the Bidding Documents or the Concession Agreement.

“Monthly Concession Fee” (or **“Monthly Concession Payment”**) means the monthly payment remitted by the Concessionaire to the Employer, calculated as the applicable Throughput Concession Fee multiplied by the higher of one-twelfth (1/12th) of the Guaranteed Annual Throughput for that year (or, for a month of Early Operations, the Early Operations Benchmark Volume) and the Actual Vehicle Throughput, in accordance with ITB 10.3.

“Notification of Award” has the meaning given to that term in ITB 30.1.

“Offered Land Parcel” means a contiguous parcel of land of not less than four hundred (400) acres situated entirely along, fronting, and sharing direct boundary adjacency with the Right-of-Way (ROW) limits of the Northern Bypass (M-10), Karachi (on either the eastbound or westbound carriageway), secured and controlled by the Bidder in accordance with Annexure A. Any land parcel separated from the M-10 alignment or requiring access through secondary municipal, district, or unpaved road networks is strictly ineligible and shall be rejected.

“Operational Year” (or **“Operating Year”**) means each consecutive period of twelve (12) calendar months during the Term commencing on the expiration of the two-year EPC Period (being Concession Year 3) or any anniversary thereof, comprising twenty-three (23) formal Operational Years in aggregate; provided that where the Commercial Operating License is issued for Early Operations during the EPC Period, the period from its issue to the end of the EPC Period shall be governed by the Early Operations Benchmark Volume of 1,000 trucks per day or the Actual Vehicle Throughput, whichever is higher.

“Other Commercial Activities” has the meaning given to that term in ITB 10.3(a).

“Performance Charge” means a charge payable by the Concessionaire under the "KPI Performance Mechanism" provision of Annexure D for a failure to meet a KPI that is not remedied within its cure window.

“Performance Security” means the unconditional, irrevocable, and on-demand bank guarantee to be furnished and maintained by the Successful Bidder / Concessionaire in favour of the Employer in accordance with ITB 32 and the terms of the Concession Agreement.

“PKR” means the lawful currency of the Islamic Republic of Pakistan.

“Procurement Laws” means collectively: (a) the Sindh Public Procurement Act, 2009; and (b) the Sindh Public Procurement Rules, 2010 (the “SPPRA Rules”), each as from time to time may be amended, modified, supplemented, extended or re-enacted.

"Project" means establishment of the Truck Terminal and Logistics Park at / around Northern Bypass (M-10), Karachi through the securing/arrangement of land, financing, design, construction, operational integration, operation, maintenance, and commercial management.

"Project Contractor(s)" has the meaning given to that term under the Agreement.

"Project Works & Operations" means all activities, works, and services relating to the securing and development of land, financing, design, engineering, procurement, construction, testing, commissioning, operational integration (including centralized queuing, ticketing, and port call-forward dispatch), operation, maintenance, and commercial management to be performed and provided by the Concessionaire in accordance with *Annexure D (Scope of Work)* of this RFP and *Schedule A (Scope of Work)* of the Concession Agreement.

"Prudent Industry Practices" means the standards of skill, care and diligence, and the practices, that competent and experienced developers and operators of comparable facilities generally follow in Pakistan, in accordance with Applicable Laws and the Service Standards.

"Queue Spillback" has the meaning given to that term in the table of Key Performance Indicators in Annexure D.

"Regulatory Breach" has the meaning given to that term in the "Service Standards, KPIs and Enforcement" section of the Regulatory Framework in Annexure D.

"Required Documents" has the meaning given to the term in ITB 31.1.

"Service Standards" means the standards set out in the "Service Standards" section of Annexure D and Appendix D-1.

"SPV" has the meaning given to the term in ITB 34.1.

"Sub-Contractor(s)" has the meaning given to the term under the Agreement.

"Submission Deadline" means 3:00pm (Pakistan Standard Time) on [Insert Date], 2026 as may be extended by the Employer in terms of ITB 6.3 and ITB 17.5.

"Successful Bidder" means the Bidder: (i) having the most advantageous Bid pursuant to the requirements of the Bidding Documents and the Procurement Laws; and (ii) selected by the Employer to execute the **Concession Agreement** and undertake the Project Works & Operations pursuant to the requirements of the Bidding Documents.

"Super-Performance Rebate" has the meaning given to that term in ITB 10.3(h) and the "Calibrated Super-Performance Rebate (Incentive Mechanism)" provision of Annexure D.

"Suspension Notice" has the meaning given to that term in the "Operating License Lifecycle, Suspension and Intervention" section of the Regulatory Framework in Annexure D.

"System Data" has the meaning given to that term in the "Data Ownership" provision of Annexure D.

"Stabilisation Period" has the meaning given to that term in the "KPI Measurement Rules" provision of Annexure D.

"Taxes" has the meaning given to that term respectively under the Agreement.

“Technical Proposal” means the technical proposal submitted by the Bidders as part of their Bids pursuant to the Bidding Documents.

“Term” has the meaning given to that term under the **Concession Agreement**.

“Terminal User Charges” has the meaning given to that term in ITB 10.3(a).

"Throughput Concession Fee" (or **"Per-Vehicle Concession Fee"**) means the fixed concession fee payable by the Concessionaire to the Employer for each commercial truck entering or processed through the Terminal, set at the baseline rate of PKR 1,000 per truck during Concession Years 1–5 (inclusive of any Early Operations in Concession Year 1 or 2), and indexed upward by twenty percent (20%) compounded every three (3) years thereafter throughout the Concession Period, payable in consideration of the exclusive licence granted by the Employer under ITB 1.4 within a 25 km corridor radius (the Exclusivity Zone), the notification of the Facility as a designated truck terminal, and the Employer's facilitation of enforcement against roadside idling and of dispatch integration with the port authorities.

“Ticket Charging System” means the part of the Control System that issues tickets to commercial vehicles, calculates and records user charges and payments, and records the vehicle, gate and weighbridge data from which the Actual Vehicle Throughput and the Monthly Concession Fee are calculated, including the ticketing and ANPR barrier logging functions of the QTCFS.

“Verified Incident” means an Arbitrary Refusal recorded by the Independent Expert from the Control System logs, CCTV footage or a report of the Karachi Traffic Police, after the Concessionaire has been given three (3) days to respond.

B. GENERAL

ITB 1. Scope of Bid

- 1.1 The Employer wishes to conduct an International competitive bidding process (the "**Bidding Process**") and receive Bids on a single-stage two-envelope basis as per the requirements of the Bidding Documents in accordance with the Procurement Laws, for the selection of a Successful Bidder to perform the Services in relation to the Project in accordance with the terms and conditions of the Agreement.

The Employer has been authorized by the Transport and Mass Transit Department, Government of Sindh ("**GoS**") to conduct the Bidding Process in relation to the Project pursuant to these Bidding Documents. Subject to the compliance of the requirements of the Bidding Documents, the Agreement will be executed between the Successful Bidder (or the SPV established by the Successful Bidder) and the Employer.

The Project comprises establishment of an integrated 24-hour truck terminal and logistics park fronting directly onto the Northern Bypass (M-10), Karachi, through the securing/arrangement of land, 100% private financing, design, engineering, procurement, construction, operational integration (including centralized queuing and call-forward ticketing), operation, maintenance, and commercial management, developed on a contiguous land parcel of 400 acres or more (incorporating 250 acres dedicated to heavy vehicle staging and 150 acres allocated to logistics and commercial support real estate), capable of serving not less than 5,000 trucks per day.

The Concession Period is twenty-five (25) years, structured as a two (2) year EPC Period and a twenty-three (23) year O&M Period. Commercial licensing may be early: at the Concessionaire's option, upon certified completion of 1,000-truck capacity and core services, the Operating License shall be issued, enabling early commercial operations during the EPC Period. Full capacity of 5,000 trucks per day must be fully commissioned by the Scheduled Full COD, subject to suspension of the Operating License if Full COD is delayed by more than 180 days after the Scheduled Full COD.

The Project shall be executed under an **Integrated Single-Operator / Developer Model** as a commercially self-sustaining facility without any Government land, capital contribution / funding, viability gap funding, or subsidy. Absolute ownership and title of the Offered Land Parcel and physical structures developed thereon shall remain vested in the Concessionaire / underlying Landowner; the Agreement conveys an exclusive operational franchise, regulatory designation, call-forward dispatch integration, and commercial management rights during the Term.

- 1.2 Any Bid stating coverage of partial Services shall be rejected as non-responsive, pursuant to ITB 23 (*Determination of Responsiveness of Bids*).
- 1.3 The Employer is not bound to accept any Bid and reserves the right to annul the Bidding Process at any time prior to award of the Agreement without thereby incurring any liability to the Bidders.
- 1.4 Market Exclusivity, Statutory Protection, and Capacity Expansion
- (a) The Employer grants the Concessionaire regulatory exclusivity for the Exclusivity Period within a twenty-five (25) kilometre corridor radius of the Project Site along the Northern Bypass (M-10) (the "Exclusivity Zone"). During the Exclusivity Period, the Employer shall not grant an operating licence under the Sindh Mass Transit Authority Act, 2014 for,

- or itself commission, any new commercial truck terminal, heavy transport vehicle staging facility, or competing logistics park within the Exclusivity Zone, and shall exercise its powers under the Act to direct unauthorized operators to desist. The Employer shall further recommend to the Government of Sindh, via the inter-departmental Coordination Committee, that no other provincial department, development authority, or local government sanctions or allots land for competing facilities within the corridor. The statutory carve-outs detailed in Section 9.2.3 of Annexure D shall apply.
- (b) The regulatory exclusivity granted hereunder shall subsist from the Effective Date until the first to occur of the following milestones:
 - i. The average daily throughput of commercial heavy transport vehicles processed through the Terminal reaches or exceeds five thousand (5,000) commercial vehicles per day over ninety (90) consecutive operational days, as certified by the Independent Expert; or
 - ii. The expiration of the twenty-five (25) year Concession Period from the Effective Date (co-terminus with the Commercial Operating License).
 - (c) Intimation and Expansion Procedure:
 - i. Intimation Obligation: Upon certification by the Independent Expert that the 5,000 trucks/day threshold sustained over ninety (90) consecutive operational days has been achieved, the Concessionaire shall formally intimate the Employer in writing within thirty (30) calendar days ("Capacity Intimation Notice") confirming its intent to expand capacity.
 - ii. Failure to Intimate (Forfeiture): If the Concessionaire fails to deliver the Capacity Intimation Notice within thirty (30) calendar days of certification, the Concessionaire's Right of First Refusal (ROFR) shall instantly lapse, market exclusivity shall immediately cease, and the Employer shall have the unfettered right to tender additional terminal capacity competitively or issue licenses to third parties within the Exclusivity Zone without liability or compensation.
 - iii. Timely Intimation (ROFR Execution): If the Concessionaire delivers the Capacity Intimation Notice within thirty (30) calendar days, the Employer shall issue an Expansion Notice setting out required capacity. The Concessionaire shall have sixty (60) calendar days to submit a bankable expansion proposal for its 400+ acre estate. If the parties execute a supplemental concession agreement within ninety (90) calendar days of proposal submission, the Concessionaire shall implement the expansion. If the Concessionaire fails to submit within sixty (60) days, or if negotiations fail within ninety (90) days, the ROFR shall lapse, and the Employer may proceed to open competitive tender.

ITB 2. **Eligible Bidders**

- 2.1 A Bid received from a Bidder, shall only be considered for further evaluation in accordance with the requirements of the Bidding Documents if the criteria, as set out in Annexure A (*Basic Eligibility Criteria*), is satisfied and any non-compliant Bid shall be rejected by the Employer.
- 2.2 A Bidder may be an individual firm, company, corporate entity, or any combination of such entities in the form of a Consortium under a Consortium Agreement. Bidders may be

Pakistani or foreign firms, alone or in a consortium, and the Successful Bidder must incorporate the SPV in Pakistan (with SECP) before signing the Concession Agreement

2.3 For the purposes of the Bidding Documents, a Bid may be submitted by a single entity or a Consortium. In case a Bid is submitted by a Consortium:

- (a) all members of the Consortium shall be jointly and severally liable;
- (b) one (1) member of the Consortium shall be nominated as being in-charge and shall act as the Authorized Representative of the Consortium (the “Lead Member”) who shall have the authority to conduct all business for and on behalf of any and all Consortium Members during the Bidding Process. This authorization shall be evidenced by submitting a power of attorney as set out in Bidding Form T3 signed by legally authorized signatories of all the Consortium Members; and
- (c) the Bid shall contain a formal executed copy of the Consortium Agreement complying with the requirements in Annexure E;
- (d) the Consortium shall comprise not more than five (5) legal entities (including the Lead Member). Any Bid submitted by a Consortium exceeding five (5) members shall be declared non-responsive and rejected;
- (e) the Lead Member shall hold an equity shareholding of not less than fifty-one percent (51%) in the SPV, and no other Consortium Member shall hold less than ten percent (10%) equity in the SPV;
- (f) in the event the Offered Land Parcel is owned by multiple individuals or title holders, such landowners shall participate either through a single joint corporate vehicle/nominee or commit the land contractually via a registered Joint Development Agreement (JDA) pursuant to Annexure A without consuming multiple consortium seats; and
- (g) Changes in Consortium Membership:
 - i. Following the Submission Deadline and prior to execution of the Concession Agreement, no change in the composition of the Consortium (by addition, substitution, or withdrawal) or modification of equity shareholding percentages shall be permitted. Any unauthorized change shall lead to immediate disqualification and forfeiture of the Bid Security.
 - ii. In the event of bankruptcy, liquidation, or legal incapacity of a non-Lead Member prior to award, the Lead Member may request approval for a substitute entity holding equivalent or superior technical and financial credentials, provided the Bidder's technical score under Annexure B (Evaluation and Qualification Criteria) does not drop below 80 points and the Lead Member retains at least 51% equity. The Lead Member itself is strictly immutable at all times.

2.4 The Successful Bidder shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the Project Works & Operations under the Concession Agreement.

2.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer may reasonably request at any time during or after the Bidding Process.

- 2.6 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. The Employer will take appropriate actions to manage such conflicts of interest which may include rejecting the Bid if it determines that a conflict of interest has affected the integrity of the procurement process conducted under the Bidding Documents.

The circumstances provided in the Bidding Documents (including Annexure A (*Basic Eligibility Criteria*)) which may constitute a conflict of interest are not exhaustive, and the Employer shall be the sole determinant of when a conflict of interest shall arise.

- 2.7 Each Bidder shall indemnify the Employer, its affiliates and their advisors fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from a Bidder's breach of its obligations referred to above and other obligations under the Bidding Documents.

ITB 3. **Cost of Bidding**

- 3.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.
- 3.2 The Bidder is advised to obtain for itself at its own cost and responsibility all information that may be necessary for preparing the Bid and entering into the Agreements for execution and performance of the Services.

C. BIDDING DOCUMENTS

ITB 4. Contents of Bidding Documents

4.1 The Bidding Documents comprise the documents stated below and should be read in conjunction with any addendum issued in accordance with ITB 6 (*Amendment of Bidding Documents*).

(1) Part I – Instructions to Bidders

- (a) ITB (Sections A – G)
- (b) Bidding Forms (Section H)
- (c) Bidding Documentary Requirements (Section I)
- (d) Annexures (Section J)
 - i. Basic Eligibility Criteria (Annexure A)
 - ii. Evaluation and Qualification Criteria (Annexure B)
 - iii. Notification of Award (Annexure C)
 - iv. Scope of Work (Annexure D)
 - v. Requirements for Consortium Agreement (Annexure E)

(2) Part II – Agreement, including the following schedules thereto:

- (a) Schedule A: Scope of Work
- (b) Schedule B: Payment Terms
- (c) Schedule C: Not used
- (d) Schedule D: Performance Security Amount
- (e) Schedule E: Form of Performance Security
- (f) Schedule F: Insurances

4.2 The Bidding Forms comprise the forms stated below and should be read in conjunction with any addendum issued in accordance with ITB 6 (*Amendment of Bidding Documents*).

(1) For the Technical Proposal

- (a) T1 – Letter of Technical Proposal
- (b) T2 – Form of Integrity Pact
- (c) T3 – Form of Power of Attorney
- (d) T4 – Form of Affidavit

(2) For the Financial Proposal

- (a) F1 – Letter of Financial Proposal
- (b) F2 – Details of Financial Proposal
- (c) F3 – Form of Bid Security

4.3 Bidders are expected to carefully examine the contents of the Bidding Documents. Failure to comply with the requirements for submission of Bid set out in the Bidding Documents will be at the Bidders' own risk. Pursuant to ITB 23 (*Determination of Responsiveness of Bids*), Bids which are not responsive to the requirements of the Bidding Documents shall be rejected.

4.4 The Employer shall not be responsible for the completeness of the Bidding Documents and its addenda if they have not been obtained directly from the source stated by the Employer in the Letter of Invitation.

- 4.5 All Bidders are expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure by the Bidders to furnish all/any information or documentation as per the requirements of the Bidding Documents may result in the rejection of their Bid.

ITB 5. Clarification of Bidding Documents

- 5.1 A Bidder requiring any clarification(s) in respect of the Bidding Documents (the “**Clarification**”) may raise its enquiries, in writing or by email at the following address, before or during the pre-bid meeting:

The Managing Director

Sindh Mass Transit Authority

Address: D-43/1 Shahra-e-Ghalib Clifton Block 2 Karachi

Telephone: +92 021 99332207

Email: tenders@smta.gos.pk

Date & time of 1st pre-bid meeting: 28-10-2026 @ 03:00 p.m. (Pakistan Standard Time)

Date & time of 2nd pre-bid meeting: 09-11-2026 @ 03:00 p.m. (Pakistan Standard Time)

Any further Clarifications are to be submitted in writing and should reach the Employer not later than fifteen (15) days prior to the Submission Deadline as per ITB 17.

- 5.2 The Employer shall issue clarification(s) or amendment(s) to the Bidding Documents resulting from such queries at least seven (07) days before the Submission Deadline to all Bidders. The Employer’s response shall be in writing with copies to all Bidders who have acquired the Bidding Documents in accordance with ITB 4.4, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 6 (*Amendment of Bidding Documents*) and ITB 17.5.
- 5.3 The Bidder’s designated representative is invited to attend a pre-bid meeting, in person or by video link, at the date, time and venue indicated in ITB 5.1. The purpose of the pre-bid meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

ITB 6. Amendment of Bidding Documents

- 6.1 At any time prior to the Submission Deadline, the Employer may, for any reason, including at its own initiative, modify/amend the Bidding Documents by issuing an addendum.
- 6.2 Any addendum issued by the Employer shall become a part of the Bidding Documents in terms of ITB 4.1 and shall be communicated in writing to all Bidders who have obtained the Bidding Documents from the Employer in accordance with ITB 4.4 and shall be binding on them. Such communication by the Employer shall constitute deemed receipt of the addenda.
- 6.3 To afford Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its sole discretion, extend the Submission Deadline in accordance with ITB 17.5.

D. PREPARATION OF BIDS

ITB 7. Language of Bid

- 7.1 The Bid and all correspondence and documents related to the Bid exchanged between the Bidder and the Employer shall be written in English language. In case any document/ information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by notary public and either attested by Pakistan Embassy / Consulate in the country of origin and by the Ministry of Foreign Affairs, Pakistan, or, where the country of origin is a party to the Hague Apostille Convention, apostilled by the competent authority of that country) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall govern.

ITB 8. Documents Comprising the Bid

- 8.1 The Bid shall comprise a Technical Proposal, containing the documents listed in ITB 9 (*Technical Proposal*) hereof, and a Financial Proposal, containing the documents listed in ITB 10 (*Financial Proposal*), each submitted simultaneously in separate sealed envelopes clearly marked “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively.
- 8.2 Bidders are expected to carefully examine the Bidding Documents when preparing their Bid and use only the relevant Bidding Forms as set out in ITB 4.2. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any deviations / omissions / reservations from the formats provided in the Bidding Documents shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies in providing the information requested may result in rejection of a Bid.
- 8.3 In case a document required to be submitted as part of the Technical Proposal, is submitted with Financial Proposal; or a document required to be submitted with Financial Proposal, is submitted with Technical Proposal, it shall not be considered for evaluation and such document shall be considered as not submitted by the Bidder.

ITB 9. Technical Proposal

- 9.1 The Technical Proposal shall demonstrate the Bidder’s unconditional acceptance of the complete scope of Project Works & Operations and any obligations (direct or indirect) of the Successful Bidder under the Concession Agreement. Any omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be declared non-responsive.
- 9.2 The Technical Proposal submitted by the Bidder shall include the following information:
- (1) Signed and filled out Letter of Technical Proposal undertaking unconditional acceptance of the Project, as set out in Bidding Form T1;
 - (2) Written confirmation authorizing the signatory of the Bid to commit the Bidder, as set out in Bidding Form T3, in accordance with ITB 15.2;
 - (3) Documentary evidence establishing that the Bidder is eligible and not blacklisted, as set out in Bidding Form T4, in accordance with Annexure A (*Basic Eligibility Criteria*);
 - (4) Integrity Pact, as set out in Bidding Form T2, in accordance with ITB 39;
 - (5) Evidence indicated for each qualification criteria specified in Annexure B (*Evaluation and Qualification Criteria*);

- (6) In case a Bid is submitted by a Consortium, a finalized Consortium Agreement (as per the requirements mentioned in Annexure E (*Requirements for Consortium Agreement*)) indicating: (i) the land-owning / controlling party or parties, (ii) the Lead Member, (iii) the proposed investor / developer, (iv) the operating partner, and (v) the shareholding percentage and role of each Consortium Member;
 - (7) List of Sub-Contractors in accordance with ITB 9.4;
 - (8) List of insurances to be obtained by the Bidder in accordance with ITB 37; and
 - (9) Any other documents required under the Bidding Documents.
- 9.3 The Technical Proposal shall not include any direct or indirect financial information relating to the Financial Proposal. Any Bid having such financial information shall be declared non-responsive.
- 9.4 The Concessionaire cannot subcontract the entire Project Works & Operations. For any services or works (forming part of the Project Works & Operations), which the Concessionaire intends to subcontract, the Concessionaire shall give details of the name and nationality of the proposed Sub-Contractors, in accordance with the terms of the Concession Agreement.

In the case of a Consortium, the Technical Proposal shall be submitted only by the Lead Member for and on behalf of the Consortium.

ITB 10. Financial Proposal

- 10.1 In preparing the Financial Proposal, Bidders are expected to fully understand the requirements and conditions outlined in the Bidding Documents, all contractual obligations of the Employer under the Concession Agreement, the scope of the Project, and any obligations, direct or indirect, of the Successful Bidder under the Bidding Documents.
- 10.2 The Financial Proposal, in accordance with Bidding Form F2, shall set out the Bidder's Guaranteed Annual Throughput across all twenty-three (23) formal Operational Years (Concession Years 3 to 25) of the Concession Period and the resulting Bid Price on which Monthly Concession Fees and Annual Advance Concession Fees shall be payable to the Employer as per the requirements set out in the Concession Agreement.
- 10.3 The commercial mechanism governing the Project shall be structured upon the following mandatory contractual baselines:
- (a) **Commercial Pricing and Regulatory Oversight:** The charges for the entry, dwell and management of commercial vehicles at the Terminal (the "Terminal User Charges") shall not exceed the Maximum Permissible Terminal Exit Tariff set out in the "Baseline Commercial Tariff Schedule" of Annexure D, which the Employer determines, indexes and revises from time to time by reference to market-based rates in accordance with the "Regulatory Framework" section of Annexure D. The Concessionaire may charge within that tariff ceiling. All Terminal User Charges shall be applied without discrimination and reported to the Employer. The Employer may review them periodically or on an ad-hoc basis and may require any of them to be revised where it considers it necessary to ensure that they remain fair, reasonable and regulated by the Employer. The rents, prices and charges for every other facility, service, premises and area of land of the Project (the "Other Commercial Activities"), other than the charges for the driver welfare facilities, which the Concession Agreement shall deal with, are for the Concessionaire alone to determine. The Employer shall not impose any ceiling, approval or restriction on them,

and the Concessionaire may use the land that remains after the Mandatory Services in the manner that it considers best, subject only to Applicable Laws and to the obligations in respect of the Mandatory Services.

- (b) In consideration of the grant of the exclusive operating franchise, regulatory terminal designation, and dispatch integration, the Concessionaire shall pay to the Employer a fixed concession fee (the **"Throughput Concession Fee"**) of PKR 1,000 (Pakistani Rupees One Thousand) per commercial truck entering or processed through the Terminal.
- (c) The Throughput Concession Fee rate shall be subject to mandatory upward indexation of twenty percent (20%) compounded every three (3) years commencing from Concession Year 6 (formal O&M Year 4) throughout the remainder of the Term (i.e., Concession Years 1–5: PKR 1,000 per commercial truck; Concession Years 6–8: PKR 1,200; Concession Years 9–11: PKR 1,440; Concession Years 12–14: PKR 1,728; Concession Years 15–17: PKR 2,074; Concession Years 18–20: PKR 2,488; Concession Years 21–23: PKR 2,986; and Concession Years 24–25: PKR 3,583 per commercial truck).
- (d) The Monthly Concession Fee payable by the Concessionaire to the Employer for each calendar month following the issuance of the Commercial Operating License (other than a month of Early Operations, for which the Early Operations Benchmark Volume applies in place of the Guaranteed Annual Throughput) shall be computed as the prevailing Throughput Concession Fee multiplied by the higher of:
 - i. One-twelfth (1/12th) of the Bidder's Guaranteed Annual Throughput committed in Form F2 for that year (which shall never be less than the pro-rata monthly Benchmark Volume floor); or
 - ii. The Actual Vehicle Throughput recorded by the automated ticketing and ANPR barrier logging system during that month, as audited and verified by the Independent Expert.
- (e) The Benchmark Volume floor for commercial vehicles processed through the Terminal shall be binding upon the Concessionaire and structured as follows:
 - i. Concession Year 1 (EPC): Construction Period: Nil Concession Fee, except for any Early Operations under the next item.
 - ii. Concession Year 2 (EPC / Early Operations): The Concessionaire may at any time in Concession Year 1 or 2 request the Commercial Operating License for Early Operations, once capacity for not less than 1,000 trucks and essential services has been certified. From the date of issue until the end of Concession Year 2, the Concessionaire shall pay a Monthly Concession Fee on the higher of the Early Operations Benchmark Volume of 1,000 trucks per day (365,000 trucks/annum @ PKR 1,000/truck = PKR 365,000,000, pro rata for part of a year) and the Actual Vehicle Throughput. If no such License has been issued, Concession Year 2 remains a construction period with zero fee payable, but Full COD must be achieved by the Scheduled Full COD.
 - iii. Concession Year 3 (O&M Year 1): Mandatory baseline of 2,000 trucks per day (730,000 trucks/annum @ PKR 1,000 = PKR 730,000,000 floor);
 - iv. Concession Year 4 (O&M Year 2): Mandatory baseline of 3,000 trucks per day (1,095,000 trucks/annum @ PKR 1,000 = PKR 1,095,000,000 floor);
 - v. Concession Year 5 (O&M Year 3): Mandatory baseline of 4,000 trucks per day

(1,460,000 trucks/annum @ PKR 1,000 = PKR 1,460,000,000 floor); and

- vi. Concession Years 6 to 25 (O&M Years 4 to 23): Mandatory nominal design capacity of 5,000 trucks per day (1,825,000 trucks/annum), indexed upward by 20% compounded every three (3) years starting at Year 6 (PKR 1,200/truck in Years 6–8; PKR 1,440/truck in Years 9–11; PKR 1,728/truck in Years 12–14; PKR 2,074/truck in Years 15–17; PKR 2,488/truck in Years 18–20; PKR 2,986/truck in Years 21–23; and PKR 3,583/truck in Years 24–25).
- (f) The Benchmark Volume rises year by year, from 2,000 trucks per day in Concession Year 3 to 5,000 trucks per day from Concession Year 6, and is 1,000 trucks per day during Early Operations, so that the Concessionaire does not pay on full design capacity from the start. In each month the Monthly Concession Fee is payable on the higher of the Guaranteed Annual Throughput (taken monthly, and never less than the Benchmark Volume for that period) and the Actual Vehicle Throughput. If the Actual Vehicle Throughput falls below the stipulated Benchmark Volume in any month, the Concessionaire remains legally bound to pay the **Monthly Concession Fee based on the Guaranteed Annual Throughput for that year, which is never less than the applicable Benchmark Volume floor**. The Employer assumes zero volume, demand, or revenue risk.
- (g) Operational quality is governed by financial accountability. The Concessionaire shall strictly adhere to the operational Key Performance Indicators (KPIs) set out in Annexure D governing gate processing, weighbridge uptime, corridor spillback prevention, driver welfare serviceability, complaint handling and statutory compliance. Failure to remedy operational defaults within prescribed cure periods shall subject the Concessionaire to Performance Charges, certified monthly by the Independent Expert and remitted concurrently with the Monthly Concession Fee, and to the notice, remedial plan and cost recovery provisions of the “KPI Performance Mechanism” provision of Annexure D.
- (h) Baseline compliance with KPIs is a mandatory duty and shall earn no financial discount. However, to reward operational excellence, the Concessionaire shall be entitled to earn a Super-Performance Rebate equivalent to five percent (5.0%) of the gross Monthly Concession Fee for each calendar month in any completed quarter where the Independent Expert certifies that the Concessionaire has sustained, for three (3) consecutive months:
 - i. > 99 % operational availability across all automated weighbridges, ANPR gate barriers and the QTCFS queuing server core, measured as in KPI 2 and KPI 4;
 - ii. zero (0) Queue Spillbacks onto the M-10 carriageway (KPI 1);
 - iii. zero (0) Verified Incidents (KPI 3);
 - iv. at least 95% of the required beds, toilets and showers usable at every inspection by the Independent Expert, and no Performance Charge under KPI 5; and
 - v. no interruption, other than one caused by the Employer or its network connection, in the real-time data stream to the Employer Desk and the Employer View (KPI 4).
- 10.4 The Bidder may make any assumptions necessary to derive the Bid Price and financial commitments in accordance with the terms and conditions of the Concession Agreement.

Payment(s) may not be made conditional on any assumptions made by the Bidder, and/or indicated by the Employer. Any omission, reservation, deviation or condition included in the Financial Proposal to the contrary may cause the Bid to be declared non-responsive.

10.5 The Financial Proposal submitted by the Bidder shall comprise the following:

- (1) Signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1.
- (2) Bid Security, as set out in Bidding Form F3, in accordance with ITB 13 (*Bid Security*).
- (3) Details of Financial Proposal, as set out in Bidding Form F2, in accordance with ITB 10.
- (4) Any other document required in the Bidding Documents.

10.6 Under no circumstances shall the Employer consider/accept a conditional Bid.

In the case of a Consortium, the Financial Proposal shall be submitted only by the Lead Member for and on behalf of the Consortium.

ITB 11. Currencies of Bid and Payment

11.1 The currency of the Bid shall be in Pakistani Rupees (PKR).

11.2 All payments to be made by the Concessionaire to the Employer under the Concession Agreement shall be in Pakistani Rupees (PKR).

ITB 12. Employer's Right to Verify Documents

12.1 The Employer reserves the right to verify all statements, information, title documents, lease deeds, revenue records, and technical and financial documentation submitted by the Bidder in response to the Bidding Documents, and the Bidder shall, when so required by the Employer, make available all such information, evidence, and documents as may be necessary for such verification.

12.2 Any such verification or lack of such verification by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer.

12.3 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful Bidder by issuance of the Notification of Award, and if the Bidder has already been issued the Notification of Award or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the Bidding Documents, be liable to be terminated, by a communication in writing by the Employer to the Bidder, without the Employer being liable in any manner whatsoever to the Bidder. In such an event, the Employer shall have the right to forfeit and appropriate the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents, the Concession Agreement, or the Laws.

ITB 13. Bid Security

13.1 The Bidder shall furnish, as part of the Financial Proposal in its Bid, a Bid Security equivalent to a lump sum of PKR 25,000,000 (PKR Twenty-Five Million) (the "**Bid Security**").

- 13.2 The Bid Security shall be an irrevocable, bank guarantee in the form attached as Bidding Form F3, issued by an Acceptable Bank, acceptable to the Employer.
- 13.3 The Bid Security shall be issued and maintained in PKR by an Acceptable Bank, acceptable to the Employer.
- 13.4 The Bid Security shall be valid until twenty-eight (28) days following the Bid Validity Period, as may be extended in accordance with ITB 14.2. If the terms of the Bid Security issued by the Successful Bidder specify an expiry date and the **Performance Security under the Concession Agreement** has not been issued till such expiry date by the Successful Bidder, the Successful Bidder shall, thirty (30) days prior to the expiry of the Bid Security, extend the Bid Security until such date as notified by the Employer.
- 13.5 Any Bid not accompanied by a compliant Bid Security (as exclusively determined by the Employer) shall be rejected by the Employer as non-responsive and a Bidder shall not be allowed to submit Bid Security at a later stage.
- 13.6 Any Bid not accompanied by a Bid Security that is, in the sole discretion of the Employer, compliant with the requirements of these Bidding Documents, shall be rejected by the Employer as non-responsive. Bidders are required to submit the original Bid Security with their original proposals. The Employer shall reject a Bid if a photocopy of original Bid Security is attached with the Financial Proposal and such Bid shall not be further evaluated.
- 13.7 The Bid Security of the unsuccessful Bidders shall be returned as soon as reasonably possible once the Successful Bidder furnishes the **Performance Security** pursuant to ITB 32.1 and **executes the Concession Agreement**.
- 13.8 The Bid Security of the Successful Bidder shall be returned as soon as reasonably possible once the Successful Bidder has furnished the required **Performance Security** and has **signed the Concession Agreement**.
- 13.9 The Bid Security shall be forfeited:
- (1) if a Bidder withdraws its Bid during the Bid Validity Period (other than a withdrawal made before the Bid Opening in accordance with ITB 19.1) or if the Bidder is found to be engaged in any corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; or
 - (2) if the Successful Bidder fails to:
 - (a) sign the Agreements in accordance with ITB 33 (*Signing of Agreements*);
 - (b) furnish Performance Securities pursuant to ITB 32.1 and the Agreements;
 - (c) accept the arithmetical corrections of its Bid (if any) in accordance with ITB 22.4;
 - (d) furnish any of the Required Documents pursuant to ITB 31 (*Submission of Required Documents*); or
 - (e) fulfil its obligations under the Bidding Documents in terms thereof.
- 13.10 The Bid Security of a Consortium shall be in the name of the Consortium that submits the Bid or in the name of the Lead Member.
- 13.11 The Bid Security is required to protect the Employer against the risk of Bidder's conduct which would warrant the Bid Security's forfeiture, pursuant to ITB 13.9.

ITB 14. **Bid Validity**

- 14.1 Bids shall remain valid for a minimum period of one hundred twenty (120) days from the Submission Deadline, as may be extended by the Employer in accordance with ITB 14.2 (the “**Bid Validity Period**”). A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 14.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If such request is accepted by the Bidders then, in accordance with ITB 13.4, the validity period of such Bid Security(ies) shall also be extended for a corresponding period. A Bidder may refuse the request following which such Bidder’s Bid will be disqualified and its Bid Security returned without forfeiture. A Bidder granting the request shall not be required or permitted to modify its Bid.

ITB 15. **Manner of Signing of Bid**

- 15.1 The Bidders shall submit sealed original and copy of the Technical and Financial bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. Bids will be submitted at SMTA office no later than the time and date specified.
- 15.2 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorization shall consist of a written power of attorney, as set out in Bidding Form T3 (Form of Power of Attorney) of the RFP, as per the requirements set out in the Instructions to Bidders. This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.
- 15.3 Bids submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all instructions prescribed in the Submission Guidelines and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP. Bidders are to ensure that their Bids are submitted in compliance with the Submission Guidelines and SMTA shall not be held responsible for any non-compliance thereof. All pages of the Bid must be signed/initialled and stamped in original by the Bidder’s authorized representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected by SMTA.
- 15.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized representative signing the Bid.
- 15.5 [Not Used]
- 15.6 The Employer reserves the right to reject a Bid which does not meet the requirements in ITB 15 (*Manner Of Signing Of Bid*).

ITB 16. **Submission, Sealing and Marking of Bids**

- 16.1 The Bidders shall submit sealed original and copy of the Technical and Financial bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope. The submission of Bid shall be in accordance with any instructions set out for ‘**single stage two envelope**’ procedure in the Submission Guidelines.

- 16.2 In accordance with ITB 15, the Technical Proposal shall be in PDF clearly entitled “Technical Proposal” and the Financial Proposal shall also be in a PDF clearly entitled “Financial Proposal”.
- 16.3 Any Bidder (including a Consortium Member) who submits or participates in more than one (1) Bid shall be disqualified.
- 16.4 All Bidding Forms forming part of the Technical Proposal and the Financial Proposal, as specified in the RFP are to be properly completed and signed. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Bid may be rejected.

ITB 17. Deadline for Submission of Bids

- 17.1 Bids must be submitted at SMTA office no later than the Bid Submission Deadline in accordance with this RFP.
- 17.2 No arrangements shall be made by SMTA with Bidders for collection of the Bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery or submission of Bids. No claims for refund of any expense shall be entertained.
- 17.3 Where delivery of the Bid Security is by courier/express mail and Bidder wishes to receive an acknowledgment of receipt of such Bid Security, such Bidder shall make a request for such acknowledgement in a separate letter accompanying the envelope containing the Bid Security. Delays in the mail, delays of person(s) in transit, or delivery of the Bid Security to an incorrect location, shall not be accepted as an excuse for failure to deliver the Bid Security at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which to deliver its Bid Security in a timely manner.
- 17.4 SMTA may, in its discretion, extend the Bid Submission Deadline by issuing an addendum in accordance with ITB 6 (Amendment of Bidding Documents) of the Instructions to Bidders, in which case all rights and obligations of SMTA and the Bidders previously subject to the earlier Bid Submission Deadline shall thereafter be subject to the extended Bid Submission Deadline.
- 17.5 SMTA shall not consider any Bid that is submitted after the Bid Submission Deadline. Any Bid or any document received by SMTA after the Bid Submission Deadline shall be declared late and be rejected.
- 17.6 Any delays in submitting the Bid by a Bidder shall not be accepted as an excuse for failure to submit the Bid at the proper place and time. It shall be the Bidder’s responsibility to ensure timely submission of its Bid.

ITB 18. Late Bids

- 18.1 Any Bid received by the Employer after the Submission Deadline shall be declared late, rejected and returned unopened to such Bidder.
- 18.2 Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder’s responsibility to determine the manner in which to deliver its Bid in a timely manner.

ITB 19. Modification, Substitution and Withdrawal of Bids

- 19.1 Any Bidder may modify, substitute, or withdraw its Bid after submission and prior to the Bid Submission Deadline.
- 19.2 A Bidder may withdraw its Bid after the Bid Submission Deadline by submitting a written notice of withdrawal to SMTA at the address specified in the Bidding Documents; provided, that, such a notice is received no later than the expiration of the Bid Validity Period.
- 19.3 Withdrawal of a Bid after the Bid Opening and before the expiration of the Bid Validity Period (or any extension thereof) shall result in forfeiture of the Bid Security pursuant to ITB 13 (*Bid Security*).
- 19.4 Bids requested to be withdrawn in accordance with ITB 19.1 shall be disregarded by SMTA.
- 19.5 Upon submission of Bids, no changes to the Agreement will be permitted other than those requested by the Employer and agreed to by the Bidder and inclusion of details of the Successful Bidder (to whom the Agreements are awarded) and any other information that was incomplete prior to the Submission Deadline.

E. BID OPENING AND EVALUATION

ITB 20. Bid Opening

- 20.1 The Employer shall conduct the opening of Technical Proposals (the “**Bid Opening**”) in the presence of Bidders’ designated representatives who choose to attend, in person or by video link, and at the following address, date and time:

Address: D-43/1 Shahra-e-Ghalib, Clifton, Block 2, Karachi

Date: **19th November, 2026**

Time: 3:30pm (Pakistan Standard Time)

- 20.2 If the Technical Proposal and the Financial Proposal are submitted together in one envelope other than as specified in the Instructions to Bidders, the entire Bid may be rejected. If any document, required to be submitted with Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid.

- 20.3 The Financial Proposals shall remain secured/unopened with SMTA.

- 20.4 The Technical Proposals shall be opened on the Bid Submission Deadline at **15:30 hours PST**, and the following information shall be read out and recorded:

the name of the Bidder;

the presence and value of the Bid Security; and

any other details as SMTA may consider appropriate.

- 20.5 Only Technical Proposals read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the RFP. No Bid shall be rejected at the opening of Technical Proposals except for late Bids, in accordance with Section 5.2.5 of the Instructions to Bidders.

- 20.6 TFEC shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and presence or absence and value of the Bid Security. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder’s signature on the attendance sheet shall not invalidate the contents and effect of the record.

- 20.7 At the end of the evaluation of the Technical Proposals, SMTA shall invite Bidders who have submitted responsive Technical Proposals pursuant to the requirements of the RFP and who have been determined as technically qualified for award of Concession to attend the opening of the Financial Proposals. The date and time of the opening of Financial Proposals shall be communicated to such Bidders by SMTA.

- 20.8 SMTA shall notify in writing at any time prior to the opening of the Financial Proposals, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the RFP. Such Financial Proposal shall remain unopened by

SMTA until the date and time of the opening of the Financial Proposals communicated to Bidders by SMTA.

- 20.9 SMTA shall conduct the opening of Financial Proposals of all Bidders who have technically qualified, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by SMTA. The Bidders' representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.
- 20.10 Financial Proposals of the Bidders shall be opened one at a time and the following read out and recorded:
- the name of the Bidder;
- the Bid Price; and
- any other details as SMTA may consider appropriate.
- 20.11 Only the Financial Proposals read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.
- 20.12 SMTA shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder, and the Bid Price. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the contents and effect of the record.

ITB 21. Clarification of Bids

- 21.1 To assist in the examination, evaluation and comparison of the Technical Proposal and/or Financial Proposal, the Employer may, at its discretion, ask the Bidder for any clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidder in its Bid. Any such request and the response shall be in writing and no change in the price in the Financial Proposal or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 22.4.
- 21.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, such Bid shall be rejected.
- 21.3 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents.
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents.
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

ITB 22. Preliminary Examination

- 22.1 Prior to the detailed evaluation of Bids, pursuant to ITB 23 (*Determination of Responsiveness of Bids*), the Employer shall examine each Bid to determine whether:

- (1) the Bid is complete and does not deviate from the scope of Services;
- (2) any computational errors have been made;
- (3) required sureties have been furnished;
- (4) documents have been properly signed;
- (5) valid authorization(s) are present;
- (6) the Bid is valid till the required period;
- (7) the Bidder continues to be eligible to Bid in terms of Annexure A (*Basic Eligibility Criteria*); and
- (8) the Bids are generally in order.

22.2 A Bid may not be considered acceptable if:

- (1) it is not signed; or
- (2) its validity is less than the Bid Validity Period specified in ITB 14 (*Bid Validity*).

22.3 A Bid shall not be considered acceptable if:

- (1) it is not accompanied by a Bid Security;
- (2) it is submitted by a Bidder who has participated in more than one Bid;
- (3) it is received after the Submission Deadline;
- (4) it is submitted through fax, email, or any other form of electronic transmission;
- (5) the Bidder refuses to accept arithmetic correction(s); or
- (6) it materially deviates from the requirements of the Bidding Documents.

22.4 The Employer shall require arithmetical errors to be rectified. If there is a discrepancy between the words and figures, the amount in words shall prevail.

22.5 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security forfeited.

ITB 23. Determination of Responsiveness of Bids

23.1 The Employer shall determine the responsiveness of each Bid to the Bidding Documents. The Technical Proposals that conform to all the terms and conditions of the Bidding Documents without material deviations, reservations or omissions shall be declared responsive. A material deviation, reservation or omission is one that:

- (a) if accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Services specified in the Bidding Documents; or
 - ii. limit in any substantial way the Employer's rights or the Services under the Bidding Documents; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

23.2 The Employer's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence. If a Bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

23.3 Any minor non-conformity or irregularity in a Technical Proposal that does not constitute a material deviation, reservation or omission may be waived by the Employer or required by the

Employer to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Technical Proposals.

- 23.4 A responsive Financial Proposal is one which meets the requirements of the Bidding Documents without any deviation, reservation or omission. No change in the Financial Proposals shall be allowed and shall be evaluated as per the information provided by the Bidders. A non-responsive Financial Proposal may not subsequently be made responsive by correction of such deviations, reservations, or omissions.
- 23.5 Provided that a Bid is substantially responsive, the Employer may correct purely arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail.

ITB 24. Conversion to Single Currency

- 24.1 To facilitate evaluation and comparison, any prices expressed in a currency other than the currency indicated in ITB 11 (*Currencies of Bid and Payment*), shall be converted into a single currency by the Employer at the Telegraphic Transfer and Over Draft (TT&OD) composite (selling) exchange rates published/authorised by the State Bank of Pakistan and prevailing seven (7) working days before the date of opening of the Bids.

ITB 25. Successful Bidder

- 25.1 The Bidder that offers the most advantageous bid to the Employer in their respective Bid, in terms of the highest Bid Price shall be declared as the Successful Bidder. If two or more Bids offer the same highest Bid Price, the Bid with the higher technical score under Annexure B (Evaluation and Qualification Criteria) shall be declared the Successful Bidder, and if the technical scores are also equal, the Successful Bidder shall be chosen by drawing lots in the presence of the Bidders concerned.
- 25.2 If the Bid, which results in the highest Bid Price payable by the Successful Bidder, in the opinion of the Employer, is seriously unbalanced or is seen to unfairly exploit the evaluation mechanism, the Employer may require the Bidder to produce detailed price analysis for any or all items of the Bid, to demonstrate the internal consistency of those prices.

ITB 26. Confidentiality during Bid Evaluation

- 26.1 Subject to ITB 26.3, no Bidder shall contact the Employer on any matter relating to its Bid from the time of Bid submission. The evaluation result shall be announced at least fifteen (15) days prior to the issuance of the Notification of Award.
- 26.2 Any attempt by a Bidder to influence the Employer in the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than five (5) days after the issuance of the final evaluation report, subject to the Procurement Laws. However, the mere act of lodging a complaint shall not warrant suspension of the Bidding Process.

- 26.3 Notwithstanding ITB 26.1, from the time of Bid Opening to the time of award of the Agreement in accordance with ITB 29 (*Award Criteria*), if any Bidder wishes to contact the Employer on any matter related to the Bidding Process, it should do so in writing.
- 26.4 Information relating to the evaluation of proposals and recommendations concerning award of the Agreement shall not be disclosed to the Bidders who submitted the Bids or to other persons not officially concerned with the Bidding Process, until the issuance of the Bid evaluation report.

F. AWARD OF CONTRACT

ITB 27. Employer's Right to Accept/Reject Bids

- 27.1 No Bid shall be considered to have been accepted unless such acceptance is confirmed in writing and notified to the Successful Bidder by the Employer.
- 27.2 The Employer reserves the right to annul the Bidding Process and reject all Bids in accordance with the Procurement Laws at any time prior to the issuance of the Notification of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all Bids submitted and specifically, the Bid Security(ies), shall be promptly returned to the Bidders. The decision of the Employer shall be final and binding and no correspondence shall be entered into with the Bidders.
- 27.3 The Employer shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.
- 27.4 Each Bidder fully waives off any and all rights to claim in respect of such expenses or losses and agrees to indemnify the Employer, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

ITB 28. Not Used

ITB 29. Award Criteria

- 29.1 Subject to ITB 27 (Employer's Right to Accept/Reject Bids), the Employer shall award the **Concession Agreement** to the Bidder whose Bid has been determined to be responsive to the requirements of the Bidding Documents, including in terms of ITB 23 (Determination of Responsiveness of Bids), the qualification criteria set out in Annexure B (Evaluation and Qualification Criteria) and offers the most advantageous bid in terms of ITB 25 (Successful Bidder), provided that such Bidder continues to be eligible in accordance with the provisions of Annexure A (Basic Eligibility Criteria) and qualified to satisfactorily perform the Services under the **Concession Agreement**.
- 29.2 The Employer, at any stage of the Bid evaluation, having credible reasons for or prima facie evidence of any defect in capacity of a Bidder, may require such Bidders to provide information concerning their professional, technical, financial, legal or managerial competence.
- 29.3 The Employer may have clarification meeting(s) to clarify any item(s) in the Bid evaluation report.
- 29.4 The Employer reserves the right to include further detail and make any necessary changes in the terms and conditions of the Agreement prior to its award.

ITB 30. Notification of Award

- 30.1 Prior to expiration of the Bid Validity Period, the Employer shall notify the Successful Bidder in writing that its Bid has been accepted (the "**Notification of Award**").
- 30.2 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the "**Acceptance of Notification of Award**") within seven (07) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

ITB 31. **Submission of Required Documents**

- 31.1 Within thirty (30) calendar days of the issuance of the Notification of Award, the Successful Bidder shall deliver to the Employer the following (“**Required Documents**”), except that an item that states a longer period shall be delivered within that period:
- (a) Evidence of incorporation of the SPV with the Securities and Exchange Commission of Pakistan (SECP);
 - (b) The Performance Security in the form and amount required under ITB 32;
 - (c) Certified true copies of registered title deeds (Sanad / Deh Form VII / Registered Sale Deed), registered lease deeds, or executed irrevocable Joint Development Agreements (JDA) accompanied by registered irrevocable Powers of Attorney committing the contiguous parcel of not less than four hundred (400) acres fronting the M-10 ROW to the Project SPV for the full 25-year Concession Period;
 - (d) Sworn affidavit on PKR 500 stamp paper confirming undisputed, peaceful, vacant, and unencumbered physical possession in favour of the SPV; and
 - (e) Official Non-Encumbrance Certificate (NEC) issued by the competent Sub-Registrar and certified revenue demarcation plan (to be delivered within sixty (60) days of Notification of Award as a mandatory Condition Precedent to site mobilization).
 - (f) Board Resolutions of the Successful Bidder and each Consortium Member approving the execution of the Concession Agreement;
 - (g) Any other statutory approvals or documents required prior to contract execution; and
 - (h) A written consent from each titled landowner, in the joint development agreement, the lease or a separate instrument, to the Employer’s rights of access, intervention and Interim Operation under the Concession Agreement and the Regulatory Framework.
- 31.2 Failure of the Successful Bidder to submit the Required Documents within the prescribed period shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

ITB 32. **Performance Security**

- 32.1 Within thirty (30) calendar days of the issuance of the Notification of Award, the Successful Bidder shall furnish an unconditional, irrevocable, and on-demand Performance Security in the form of a bank guarantee in favour of the Employer. The amount of the initial Performance Security shall be equal to one percent (1.0%) of the aggregate Guaranteed Annual Concession Fees committed for formal O&M Years 1, 2, and 3 (Concession Years 3, 4, and 5), as calculated from Column [C] of Bidding Form F2. The initial Performance Security shall remain valid and binding throughout the two-year EPC Period and until thirty (30) days following the completion of formal O&M Year 3 (Concession Year 5). The Performance Security shall be issued by an Acceptable Bank organized or licensed under the

laws of Pakistan, in the form prescribed in Schedule E (Form of Performance Security) of the Concession Agreement.

- 32.2 The Performance Security shall secure the due, punctual, and faithful performance of all obligations, covenants, warranties, and duties of the Concessionaire under the Concession Agreement, including obtaining vacant physical possession of the Offered Land Parcel, timely design, engineering, procurement, construction, and commissioning of the Terminal prior to the Scheduled Full COD, as well as operational, maintenance, and fee payment covenants following COD. The initial Performance Security shall remain valid, binding, and in full force and effect throughout the Construction Period and until thirty (30) calendar days following the completion of **Operational Year 3**.
- 32.3 The Performance Security shall be renewed triennially thereafter on a rolling basis throughout the Term, with each successive three-year guarantee calculated as one percent (1.0%) of the aggregate Guaranteed Annual Concession Fees for the succeeding three (3) Operational Years:
- For O&M Years 4 to 6 (Concession Years 6 to 8): 1.0% of sum of fees for Years 6, 7, and 8;
 - For O&M Years 7 to 9 (Concession Years 9 to 11): 1.0% of sum of fees for Years 9, 10, and 11;
 - Continuing triennially on the same basis through O&M Years 10 to 21 (Concession Years 12 to 23); and
 - For O&M Years 22 and 23 (Concession Years 24 and 25 - Final Block): Equal to 1.0% of the sum of Guaranteed Annual Concession Fees for Concession Years 24 and 25, which shall remain valid and enforceable until one hundred and eighty (180) calendar days following the expiration of the Concession Period.
- 32.4 If the Concessionaire fails to deliver a compliant replacement, renewal, or extended Performance Security to the Employer at least thirty (30) calendar days prior to the expiration of the prevailing guarantee, such failure shall constitute an immediate Concessionaire Event of Default. In such event, the Employer shall have the unconditional right, without requirement of prior legal process, judicial intervention, notice, or arbitration, to immediately call, encash, and draw down one hundred percent (100%) of the prevailing Performance Security, and deposit the proceeds into a designated project escrow account as cash security until a compliant replacement guarantee is furnished by the Concessionaire.
- 32.5 Failure of the Successful Bidder to furnish the initial Performance Security within the timeline and in the form and amount prescribed under ITB 32.1 and 32.2 shall constitute sufficient grounds for the immediate annulment of the award and the complete forfeiture of its Bid Security pursuant to ITB 13.9. In such event, the Employer may, without incurring any liability and without prejudice to any other rights or remedies under the Laws or the Bidding Documents, award the Concession to the next ranked most advantageous Bidder determined to be responsive to the requirements of the Bidding Documents in terms of ITB 23 (Determination of Responsiveness of Bids) and eligible in accordance with Annexure A (Basic Eligibility Criteria), in accordance with the Procurement Laws.
- 32.6 The Employer shall have the unfettered right to draw upon, encash, and appropriate the Performance Security, in whole or in part, to satisfy any unpaid Monthly Concession Fees or arrears, unpaid Performance Charges and any financial liabilities, damages, or costs incurred by the Employer as a result of a Concessionaire Default or early termination. In the event of any partial draw or deduction by the Employer, the Concessionaire shall, within fifteen (15) calendar days of written demand, replenish the Performance Security to its full required

amount. Failure to replenish within such timeframe shall constitute an immediate material default entitling the Employer to terminate the Concession Agreement.

ITB 33. Signing of Agreement

33.1 The Concession Agreement shall be executed between the Employer and the Successful Bidder (or the SPV incorporated by the Successful Bidder) within thirty (30) calendar days of the issuance of the Notification of Award or within such extended timeline as determined by the Employer in its sole discretion, failing which the Bid Security shall be forfeited if such failure is due to reasons attributable to the Bidder.

33.2 [Deleted / Not Used]

ITB 34. Formation of SPV by the Successful Bidder

34.1 As a key condition of the Bidding Documents, the Successful Bidder (in case of a Consortium, by the Consortium Members) shall incorporate a wholly owned special purpose vehicle / company (the “SPV”) that shall be a locally registered company incorporated in accordance with the laws of Pakistan exclusively for the implementation of the Project. The SPV shall, upon incorporation and finalization of the Concession Agreement, **enter into the Concession Agreement**.

34.2 The Successful Bidder shall be obligated to replace the Bid Security (prior to expiry of the Bid Security) with the **Performance Security under the Concession Agreement** in accordance with the terms of the Concession Agreement and the Notification of Award.

34.3 The Successful Bidder (and each Consortium Member) shall undertake that the equity shareholding of the SPV shall strictly mirror the Consortium Agreement submitted in its Bid, and shall be subject to the following statutory lock-in restrictions:

- (a) In the case of a single corporate entity, it shall hold one hundred percent (100%) of the equity in the SPV;
- (b) In the case of a Consortium, the Lead Member shall subscribe to and hold not less than fifty-one percent (51%) of the total issued equity share capital in the SPV, and each other Consortium Member shall hold not less than ten percent (10%) equity in the SPV;
- (c) The shareholding structure of the SPV shall remain strictly locked and shall not be transferred, pledged, or diluted during the two-year EPC Period and for a minimum period of three (3) Operational Years following Full COD (Concession Year 5). Thereafter, any transfer of shares shall require prior written approval of the Employer and the Lead Member must retain at least thirty-four percent (34%) equity throughout the remainder of the Concession Period.

34.4 No Consortium Member may transfer its direct or indirect shareholding in the SPV without the prior written consent of the Employer. Any proposed transferee or substitute member must:

- i. Satisfy all basic eligibility criteria set out in Annexure A (including tax registration, non-blacklisting, and absence of conflict of interest);
- ii. Possess financial standing and operational experience equal to or exceeding the outgoing member; and
- iii. Execute a formal deed of adherence agreeing to be bound by all terms, conditions, and liabilities of the Concession Agreement.

Any transfer or change in shareholding effected without the Employer’s prior written approval shall constitute an immediate Concessionaire Event of Default, entitling the Employer to encash the Performance Security in full and terminate the Concession Agreement.

ADDITIONAL INSTRUCTIONS

ITB 35. Instructions not Part of the Agreement

- 35.1 Bids shall be prepared and submitted in accordance with the instructions contained in these Instructions to Bidders, which have been provided to guide Bidders in preparing their Bids, and as such do not constitute part of the Agreement.

ITB 36. Sufficiency of Bid

- 36.1 The Bidder shall be deemed to have satisfied itself as to the correctness and sufficiency of its Bid, the financial parameters quoted in Form F2, the technical and geological conditions of the Offered Land Parcel, the availability of utilities, and the legal requirements governing the Project.
- 36.2 The rates and percentages quoted in Form F2 shall, except as otherwise expressly provided under the Concession Agreement, cover all of the Concessionaire's obligations, risks, liabilities, and duties necessary for the proper execution and completion of the Project.

ITB 37. Insurance

- 37.1 The Successful Bidder / Concessionaire shall, at its own expense, procure, maintain, and keep in full force and effect throughout the Term all statutory and prudent project insurance coverages, including Contractor's All Risks (CAR), Third-Party Liability, Property Damage, Workers' Compensation, and Environmental Impairment Insurance from reputable insurance companies rated AA or higher.

ITB 38. Corrupt and Fraudulent Practices

- 38.1 For the purpose of this Bidding Process:
- (1) **"corrupt and fraudulent practice"** means the offering, giving, receiving, or soliciting, of anything of value to influence the action of a public official or the contractor in the procurement process or in contract execution to the detriment of the employer/procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the employer/procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.
 - (2) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to achieve a wrongful gain or to cause a wrongful loss to another party.
 - (3) **"collusive practice"** means by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the employer/procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain.
 - (4) **"integrity violation"** means any act which violates anticorruption policy including corrupt, fraudulent, coercive, or collusive practice, abuse, and obstructive practice; "obstructive practice" by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of

evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights.

- 38.2 Bidders supplying false or misleading information shall be disqualified from any further participation in the Bidding Process and their Bid Security shall be forfeited.
- 38.3 The Employer requires the Bidders to observe the highest standards of ethics during the Bidding Process, including when a Bidder is selected as a Successful Bidder.
- 38.4 The Employer shall reject a Bidder selected as the Successful Bidder if it determines that such Bidder has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Project; and/or shall declare a person, firm or company ineligible, either indefinitely or for a stated period of time, to engage with the Employer and its affiliates, or to be awarded the contract of the Employer and its affiliates, if it at any time determines that the person, firm or company has engaged in corrupt or fraudulent practices in its engagements or in competing for, or in executing, any contract.
- 38.5 In the event a Bidder is rejected in accordance with ITB 38.4 prior to the signing of the **Concession Agreement**, such rejection shall result in forfeiture of the Bid Security pursuant to ITB 13. However, if a Bidder is rejected in accordance with **ITB 38.4** after the **Concession Agreement** has been signed, such rejection shall result in forfeiture/encashment in full of the **Performance Security in accordance with the Concession Agreement**.
- 38.6 The Employer will sanction/impose remedial actions on a firm or an individual, at any time in accordance with applicable laws including declaring ineligible and/or blacklisting, either indefinitely or for a stated period of time, to participate as a contractor, nominated subcontractor, consultant, or Concessionaire; or in any other capacity, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices or other integrity violations.
- 38.7 Any Bidder, other than through the Authorized Representative, found to be canvassing or have canvassed any of the Employer or its employee, contractor, consultant or anyone who has a direct working relationship with Employer, regarding the Project may be excluded from further consideration.

ITB 39. **Integrity Pact**

- 39.1 Each Bidder (in case the Bidder is a Consortium, each Consortium Member) shall sign and stamp Bidding Form T2 provided in the Bidding Document (the “**Integrity Pact**”). Failure to provide such Integrity Pact may render the Bid non-responsive.

ITB 40. **Grievance Redressal Mechanism (SPPRA Rule 31)**

- 40.1 Any Bidder feeling aggrieved by any act, omission, or decision of the Employer during the Bidding Process may lodge a written complaint to the Complaint Redressal Committee (CRC) constituted by the Employer pursuant to Rule 31 of the SPPRA Rules, 2010.

- 40.2 The complaint shall be submitted within seven (7) calendar days of the announcement of the bid evaluation report under Rule 45.
- 40.3 The CRC shall investigate and decide upon the complaint within seven (7) calendar days of its receipt. The mere act of lodging a complaint shall not warrant suspension of the Bidding Process, unless ordered otherwise by the competent forum in accordance with Procurement Laws

G. BIDDING FORMS

BIDDING FORM T1 - LETTER OF TECHNICAL PROPOSAL

Date:

To:

**Sindh Mass Transit Authority
House No. D-43/1, Shahrah-e-Ghalib,
Block- 2, Clifton, Karachi.**

Reference: Selection of Concessionaire / Developer-Operator for establishment of a Modern Truck Terminal and Logistics Park at / around Northern Bypass (M-10), Karachi through securing of Land, Financing, Design, Construction, Operational Integration, Operation, Maintenance and Commercial Management under an Integrated Single-Operator / Developer Model

We, the undersigned, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos. ----- issued in accordance with ITB 6 (*Amendment of Bidding Documents*).
- (b) We offer to perform and undertake the Services in respect of the **Project** in conformity with the Bidding Documents without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the Bidding Documents including the schedules/annexures attached to the Bidding Documents.
- (c) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred twenty (120) days from the date fixed for the Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) We, including any Sub-Contractors, for any part of the Services, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.
- (e) We, including any Sub-Contractors, for any part of the Services, do not have any conflict of interest in accordance with the requirements of the Bidding Documents.
- (f) We understand that all the schedules/annexures attached to the Bidding Documents are integral part of the Bidding Documents.
- (g) We have reviewed and accepted the form of the 'Concession Agreement' (attached as Part II (Draft Concession Agreement) to the Bidding Documents) and undertake to execute the same within the time period stipulated in Notification of Award.
- (h) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Concession Agreement (attached as Part II (Draft Concession Agreement) to the Bidding Documents) is executed.
- (i) We have not been blacklisted by any authority/entity and have not been involved in any investigation for fraud or corruption in or outside Pakistan. We are not involved in any bankruptcy or liquidation proceedings. We have not been engaged in any corrupt or fraudulent practices nor have any commissions or gratuities been or are to be paid by us to agents relating to this Bid and **Concession Agreement's** execution.

- (j) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the Bidding Documents.
- (k) We, our affiliates or subsidiaries, including any Sub-Contractors for any part of the Agreement, have not been declared ineligible under the Employer's country laws or official regulations.
- (l) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Employer at its expense.
- (m) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and/or our blacklisting by the Employer.
- (n) We undertake, if our Bid is accepted, to furnish the **Performance Security** as per the requirements of the Bidding Documents and the **Concession Agreement**.
- (o) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Services.
- (p) We understand that the Bidding Documents have been issued by the Employer for the Project; and if our Bid is accepted, we shall execute the **Concession Agreement for the Project** as per the requirements of the Bidding Documents.

(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).

Name
 In the capacity of
 Signed
 Duly authorized to sign the Bid for and on behalf of [Name of Bidder]
 Date
 [Seal]

in the presence of

[***name***]
 [***Signature***]
 [***Title***]
 [***name***]
 [***Signature***]
 [***Title***]

BIDDING FORM T2 - INTEGRITY PACT¹

Dated _____

[*name of Bidder*] (the “**Bidder**”) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh, the Employer (Sindh Mass Transit Authority), any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Sindh (collectively to be hereinafter referred to as the “**GoS**”) through any corrupt business practice.

Without limiting the generality of the foregoing, [*name of Bidder*] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[*name of Bidder*] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[*name of Bidder*] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contracts, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contracts or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [*name of Bidder*] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by [*name of Bidder*] as aforesaid for the purpose of obtaining or inducing the procurement of any contracts, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Employer: Sindh Mass Transit Authority Name of Bidder:

Signature: **Signature:**

[Seal]

[Seal]

¹ Please refer to Section I (*Bidding Documentary Requirements*) for compliance requirements.

BIDDING FORM T3 - POWER OF ATTORNEY²

KNOWN BY ALL THAT by this Power of Attorney [*insert name of Bidder*] (the “**Bidder**”) having its head office situated at [•], does hereby nominate, appoint & authorize Mr. [•] S/o Mr. [•] and Mr. [•] S/o Mr. [•] (both of whose specimen signatures are appended below), on behalf of the Bidder, hereinafter referred to as the attorney, to sign the Bid, the ancillary documents, the Acceptance of Notification of Award and the Agreement (if awarded the Notification of Award) and to act for and on behalf of the Bidder and to bind the Bidder in relation to the bidding process and all ancillary documents, instruments and evidences submitted pursuant thereto.

This Power of Attorney is issued with respect to Bidding Documents circulated on [●], 2026 (the “**Bidding Documents**”).

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the Bidding Documents.

The Bidder does hereby ratify & confirm whatever the attorney shall do by virtue of these presents.

Specimen signature of Mr. [*name of the attorney appointed by Bidder*]

[Signature]

[Name]

[Designation]

[Company]

WITNESSES:

1. Signature: _____

2. Signature: _____

Name: _____

Name: _____

S/O: _____

S/O: _____

Address: _____

Address: _____

Passport/ CNIC: _____

Passport/ CNIC: _____

² Please refer to Section I (*Bidding Documentary Requirements*) for compliance requirements.

BIDDING FORM T4 - AFFIDAVIT

Notes for Execution of Affidavit

- *The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down by the applicable laws and the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder (and in case of the Consortium, each Consortium Member wherever required) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the person executing this Affidavit for the delegation of power hereunder on behalf of the Bidder.*
- *This Affidavit shall be attested by the Oath Commissioner*

Please find below the form and substance of the Affidavit.

Affidavit

Date: _____

Sindh Mass Transit Authority,
House No. D-43/1, Shahrah-e-Ghalib,
Block- 2, Clifton, Karachi.

We, [*insert name of Bidder*] hereby represent and warrant that, as of the date of this Affidavit [*name of Bidder*]:

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

³Only relevant for the government owned legal enterprise or institution.

BIDDING FORM F1 - LETTER OF FINANCIAL PROPOSAL

Date:

To:

Sindh Mass Transit Authority

D-43/1 Shahra-e-Ghalib, Block 2, Clifton, Karachi

Reference: Selection of Concessionaire / Developer-Operator for establishment of a Modern Truck Terminal and Logistics Park at / around Northern Bypass (M-10), Karachi through securing of Land, Financing, Design, Construction, Operational Integration, Operation, Maintenance and Commercial Management under an Integrated Single-Operator / Developer Model

We, the undersigned, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda Nos. ----- issued in accordance with ITB 6 (*Amendment of Bidding Documents*).
- (b) We offer to perform and undertake the Services in respect of the **Project** in conformity with the Bidding Documents without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the Bidding Documents including the schedules/annexures attached to the Bidding Documents.
- (c) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith a Bid Security equivalent to *[insert value]* drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in PKR in accordance with the requirements of the Bidding Documents.
- (d) All Taxes applicable in respect of the Services will be borne by the Concessionaire.
- (e) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred and twenty (120) days from the date fixed for the Submission Deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (f) We, including any Sub-Contractors, for any part of the Services, have or will have nationalities from eligible countries, in accordance with the requirements of the Bidding Documents.
- (g) We, including any Sub-Contractors, for any part of the Services, do not have any conflict of interest in accordance with the requirements of the Bidding Documents.
- (h) We understand that all the schedules/annexures attached to the Bidding Documents are integral part of the Bidding Documents.
- (i) We have reviewed and accepted the form of the 'Concession Agreement' (attached as Part II (Draft Concession Agreement) to the Bidding Documents) and undertake to execute the same within the time period stipulated in Notification of Award.
- (j) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Concession

Agreement (attached as Part II (Draft Concession Agreement) to the Bidding Documents) is executed.

- (k) We have not been blacklisted by any authority/entity and have not been involved in any investigation for fraud or corruption in or outside Pakistan. We are not involved in any bankruptcy or liquidation proceedings. We have not been engaged in any corrupt or fraudulent practices nor have any commissions or gratuities been or are to be paid by us to agents relating to this Bid and **Concession Agreement's** execution.
- (l) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the Bidding Documents.
- (m) We, our affiliates or subsidiaries, including any Sub-Contractors for any part of the Services, have not been declared ineligible under the Employer's country laws or official regulations.
- (n) We agree to permit the Employer or its representative to inspect our accounts and records and other documents relating to the Bid submission and to have them audited by auditors appointed by the Employer at its expense.
- (o) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and/or our blacklisting by the Employer.
- (p) We undertake, if our Bid is accepted, to furnish the **Performance Security** as per the requirements of the Bidding Documents and the **Concession Agreement**.
- (q) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Services.
- (r) We understand that the Bidding Documents have been issued by the Employer for the Project; and if our Bid is accepted, we shall execute the **Concession Agreement for the Project** as per the requirements of the Bidding Documents.

(Unless otherwise specified, capitalized terms used herein shall have the same meaning given to them in the Bidding Documents).

Name
 In the capacity of
 Signed

Duly authorized to sign the Bid for and on behalf of
 Date
 [Seal]

in the presence of

[*Name*]
 [*Signature*]
 [*Title*]

[*Name*]
 [*Signature*]
 [*Title*]

BIDDING FORM F2 - DETAILS OF FINANCIAL PROPOSAL

1. Financial Bid Form: Annual Throughput & Concession Fee Schedule

Concession Year	Project Phase	Mandatory Benchmark Volume Floor	Bidder's Guaranteed Annual Throughput [A]	Throughput Concession Fee Rate [B]	Guaranteed Annual Concession Fee to the Employer (PKR) [C = A × B]
Concession Year 1	EPC / Early Operations	Nil, or 1,000 trucks/day from the date of the Early Operations license	—	Nil	Nil (Construction)
Concession Year 2	EPC / Early Operations*	365,000 (1,000 trucks/day)*		PKR 1,000	
Concession Year 3	O&M Year 1	730,000 (2,000 trucks/day)		PKR 1,000	
Concession Year 4	O&M Year 2	1,095,000 (3,000 trucks/day)		PKR 1,000	
Concession Year 5	O&M Year 3	1,460,000 (4,000 trucks/day)		PKR 1,000	
Concession Year 6	O&M Year 4	1,825,000 (5,000 trucks/day)		PKR 1,200 (+20% Index)	
Concession Year 7	O&M Year 5	1,825,000 (5,000 trucks/day)		PKR 1,200	
Concession Year 8	O&M Year 6	1,825,000 (5,000 trucks/day)		PKR 1,200	
Concession Year 9	O&M Year 7	1,825,000 (5,000 trucks/day)		PKR 1,440 (+20% Index)	
Concession Year 10	O&M Year 8	1,825,000 (5,000 trucks/day)		PKR 1,440	
Concession Year 11	O&M Year 9	1,825,000 (5,000 trucks/day)		PKR 1,440	
Concession Year 12	O&M Year 10	1,825,000 (5,000 trucks/day)		PKR 1,728 (+20% Index)	
Concession Year 13	O&M Year 11	1,825,000 (5,000 trucks/day)		PKR 1,728	
Concession Year 14	O&M Year 12	1,825,000 (5,000 trucks/day)		PKR 1,728	
Concession	O&M Year	1,825,000		PKR 2,074	

Year 15	13	(5,000 trucks/day)		(+20% Index)	
Concession Year 16	O&M Year 14	1,825,000 (5,000 trucks/day)		PKR 2,074	
Concession Year 17	O&M Year 15	1,825,000 (5,000 trucks/day)		PKR 2,074	
Concession Year 18	O&M Year 16	1,825,000 (5,000 trucks/day)		PKR 2,488 (+20% Index)	
Concession Year 19	O&M Year 17	1,825,000 (5,000 trucks/day)		PKR 2,488	
Concession Year 20	O&M Year 18	1,825,000 (5,000 trucks/day)		PKR 2,488	
Concession Year 21	O&M Year 19	1,825,000 (5,000 trucks/day)		PKR 2,986 (+20% Index)	
Concession Year 22	O&M Year 20	1,825,000 (5,000 trucks/day)		PKR 2,986	
Concession Year 23	O&M Year 21	1,825,000 (5,000 trucks/day)		PKR 2,986	
Concession Year 24	O&M Year 22	1,825,000 (5,000 trucks/day)		PKR 3,583 (+20% Index)	
Concession Year 25	O&M Year 23	1,825,000 (5,000 trucks/day)		PKR 3,583	
EVALUATED BID PRICE		Cumulative Sum of Guaranteed Annual Concession Fees for 23 Formal Operational Years (Concession Years 3 to 25)	PKR _____		
INITIAL PERFORMANCE SECURITY COMMITMENT		1.0% of the aggregate Guaranteed Annual Concession Fees for Concession Years 3, 4, and 5 (O&M Years 1 to 3) $[0.01 \times (Yr\ 3\ [C] + Yr\ 4\ [C] + Yr\ 5\ [C])]$	PKR _____		

(*Note: Early Operations in Concession Year 1 or 2 are at the Concessionaire's option and are not part of the evaluated Bid Price; from the date of the Early Operations license, fee settlement occurs on the higher of actual throughput and 1,000 trucks per day (365,000 vehicles a year, pro rata, at PKR 1,000/truck). The evaluated Bid Price is determined strictly by summing Column [C] across formal O&M Years 1 to 23 (Concession Years 3 to 25)).

(Note 2: In case of any arithmetical discrepancy between the unit rate, throughput, and product columns, the product of Column [A] and Column [B] shall prevail and the total shall be rectified accordingly in terms of ITB 22.4.)

2. Timing of Payment – Annual Advance Concession Fee

Operational Year	Timing of Advance Payment Milestone	Annual Advance Concession Fee (PKR)
Operational Year 1	Payable on or before the first day of Operational Year 1	Lump sum equivalent to 10% of Operational Year 1 Guaranteed Annual Concession Fee (Column [C])
Operational Year 2	Payable annually in advance within thirty (30) days prior to the commencement of Operational Year 2	Lump sum equivalent to 10% of Operational Year 2 Guaranteed Annual Concession Fee (Column [C])
Operational Year 3	Payable annually in advance within thirty (30) days prior to the commencement of Operational Year 3	Lump sum equivalent to 10% of Operational Year 3 Guaranteed Annual Concession Fee (Column [C])
Operational Year 4	Payable annually in advance within thirty (30) days prior to the commencement of Operational Year 4	Lump sum equivalent to 10% of Operational Year 4 Guaranteed Annual Concession Fee (Column [C])
Operational Year 5	Payable annually in advance within thirty (30) days prior to the commencement of Operational Year 5	Lump sum equivalent to 10% of Operational Year 5 Guaranteed Annual Concession Fee (Column [C])
Operational Year 6 to 23	Payable annually in advance within thirty (30) days prior to the commencement of each respective Operational Year	Lump sum equivalent to 10% of that respective Operational Year's Guaranteed Annual Concession Fee (Column [C])

(Note: The Annual Advance Concession Fee paid in advance for any Operational Year shall be credited ratably in twelve equal monthly instalments against the Concessionaire's Monthly Concession Fee billing for that specific Operational Year.)

3. Operative Terms and Conditions

- **Bid Price:** The cumulative sum of the Guaranteed Annual Concession Fees committed by the Bidder to the Employer across all twenty-three (23) formal Operational Years (Concession Years 3 to 25) of the Concession Period, as set out in Column [C] of Table 1. The technically qualified Bidder offering the highest evaluated Bid Price shall be declared the Successful Bidder.
- **Performance Security:** The Successful Bidder shall furnish an initial Performance Security equal to one percent (1.0%) of the aggregate Guaranteed Annual Concession Fees committed for Operational Years 1, 2, and 3, prior to contract execution pursuant to ITB 32. The Performance Security shall be renewed triennially thereafter on a rolling basis throughout the Term, with each successive three-year guarantee calculated as one percent (1.0%) of the aggregate Guaranteed Annual Concession Fees for the succeeding three (3) Operational Years as set out in Column [C] of Table 1.
- **Annual Advance Concession Fee:** The lump-sum advance payment equivalent to ten percent (10%) of that Operational Year's Guaranteed Annual Concession Fee, payable by the Concessionaire at the milestones stipulated in Table 2. The advance amount paid for any Operational Year shall be credited ratably against the Monthly Concession Fee billings for that respective Operational Year.

- **Monthly Concession Fee:** The monthly concession payment payable by the Concessionaire to the Employer, calculated as the prevailing Throughput Concession Fee Rate multiplied by the higher of:
 - One-twelfth (1/12th) of the Bidder's Guaranteed Annual Throughput for that Operational Year committed in Column [A] of Table 1 (which shall never be less than the pro-rata monthly Benchmark Volume Floor); or
 - The actual verified commercial heavy transport vehicle throughput entering and processed through the facility during that month, monitored and audited via the automated ticketing, weighbridge, and ANPR barrier logging system.

The Employer shall appoint an Independent Expert or designate authorized officers to audit, inspect, and verify the accuracy and authenticity of the monthly vehicle throughput reported by the Concessionaire.

- **Commercial Pricing and Regulatory Oversight:** The Terminal User Charges are subject to the Maximum Permissible Terminal Exit Tariff, which the Employer determines, indexes and revises from time to time in accordance with ITB 10.3(a). All Terminal User Charges shall be applied without discrimination and reported to the Employer. The rents, prices and charges for the Other Commercial Activities, other than the charges for the driver welfare facilities, which the Concession Agreement shall deal with, are for the Concessionaire alone to determine.
- **Market Exclusivity and Regulatory Protection:** The Employer grants the exclusive licence, and gives the undertaking, set out in ITB 1.4 for the Exclusivity Period.

Name:
 In the capacity of:
 Signed:
 Duly authorized to sign the Bid for and on behalf of:
 Date:
 [Seal]

BIDDING FORM F3 - FORM OF BID SECURITY (BANK GUARANTEE)

Guarantee No.: _____

Executed on: _____

Expiry date: _____

[Letter by the Guarantor to the Employer]

Name of Guarantor (Bank) with address: _____

Name of Principal (Bidder) with address: _____

Guaranteed Amount (express in words and figures): _____

Bid Reference No. _____ Date of Bid _____

The above premised, we (the **Guarantor**) hereby undertake irrevocably and unconditionally on demand to pay to Sindh Mass Transit Authority (the **Employer**), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

[●] [●]/- ([●][●])
(the **Guaranteed Amount**)

at sight and immediately upon the receipt of the Employer's first written demand (the **Demand**) at the Guarantor's offices located at [●] or through SWIFT instructions transmitted by the Employer's bank (i.e. National Bank of Pakistan), on behalf of the Employer, to the Guarantor, such Demand stating:

- (a) that the Bidder is in breach of its obligations towards the Employer; and
- (b) the total amounts demanded.

A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of the Employer; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by the Employer's bank (i.e. National Bank of Pakistan), on behalf of the Employer.

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

Such demand must be received by us on or before the [●] (the **Expiry Date**), when this Bank Guarantee shall expire and shall be returned to us.

We have been informed that the Employer may require the Bidder to extend this Bank Guarantee if the Performance Security has not been issued thirty (30) days prior to such expiry date. We undertake to immediately pay you such guaranteed amount upon receipt by us of your demand in writing and your written statement that the Performance Securities has not been issued and that this Bank Guarantee has not been extended.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay.

The Guaranteed Amount shall be revised upon receipt by us of a notice duly signed by the Employer and the Bidder of the revised guaranteed amount.

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

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

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

If one or more of the provisions of this Bank Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bank Guarantee.

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

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

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

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee (URDG 758), ICC Publication No.758.

Name:

Designation:

H. BIDDING DOCUMENTARY REQUIREMENTS

NO.	NAME	REQUIREMENTS ⁴ FOR BIDDERS
1.	LETTER OF TECHNICAL PROPOSAL AND LETTER OF FINANCIAL PROPOSAL	To be dated, signed by the authorized representative, duly witnessed, and duly stamped (PKR 100/-).
2.	FORM OF BID SECURITY	To be dated, signed by the authorized representative and duly stamped (PKR 500/-).
3.	POWER OF ATTORNEYS	To be dated; witnessed; notarized; duly stamped (PKR 1000/-); signed by the authorized representative; and in the language as required under the ITB.
4.	AFFIDAVIT	To be dated; witnessed; notarized; duly stamped (PKR 100/-); signed by the authorized representative; and in the language as required under the ITB.
5.	CONSORTIUM AGREEMENTS	To be dated, signed by the authorized representative of each Consortium Member, duly witnessed, and duly stamped (PKR 200/-).

⁴ Under the Laws of Pakistan (Qanun-e-Shahdat, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, for all instances of witnessing in financial matters.

I. ANNEXURES

ANNEXURE A – BASIC ELIGIBILITY CRITERIA

The Single-Stage Two-Envelope bidding procedure prescribed under Rule 46(2) of the Sindh Public Procurement Rules, 2010 has been adopted for evaluating the Bids. A Bid received from a Bidder, shall only be considered if all the following components (and the relevant requirements of the Bidding Documents) are satisfied:

- **CONSTITUTIVE DOCUMENTS**

A detailed description of the Bidder (in case of Consortium for all Consortium Members) including:

- Legal name;
- Complete head office contact information, including mailing address, telephone number and an e-mail address;
- Incorporation details, including certification of incorporation, memorandum and articles of association. If the Bidder is an unincorporated legal entity, then the proof of that legal entity's existence must be provided.
- In case of a Consortium, a finalized Consortium Agreement duly notarized by a Notary Public complying with ITB 2 and Annexure E, explicitly confirming that the Consortium comprises not more than five (5) members, with the Lead Member holding not less than 51% and each other member holding not less than 10% of the equity in the SPV and identifying:
 - the land-owning / controlling party or parties;
 - the Lead Member
 - the proposed developer / financial investor;
 - the proposed operating partner; and
 - the respective roles, operational responsibilities, and proposed equity participation percentages of each Consortium Member.

- **REGISTRATION WITH TAX AUTHORITIES**

The Pakistani Bidder (in case of Consortium, all Consortium Members) must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three years are to be attached and relevant sales tax certificate, if applicable. Foreign Bidders and Consortium Members shall provide the tax registration and the last three (3) years' tax returns or tax clearance certificates of their country of incorporation, and the SPV shall register with the tax authorities before the Concession Agreement is signed.

- **AFFIDAVIT FOR GOVERNMENT OWNED LEGAL ENTITIES**

In case the Bidder, or any Consortium Member (in case of a Consortium) is a government owned legal enterprise or institution, such Bidder must establish that it is legally and financially autonomous and operating under commercial law.

Bidder or any Consortium Member (in case of a Consortium), who are government owned legal enterprise or institution shall submit an affidavit as set out in Bidding Form T4 confirming that they are legally and financially autonomous and operating under commercial law.

- **NO CONFLICT OF INTEREST**

A Bidder (including, in case of a Consortium, each Consortium Member) shall not have a conflict of interest. A Bidder (in case of a Consortium, any Consortium Member) found to have a conflict of interest shall be disqualified. The Employer considers a conflict of interest *inter alia* to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. At the time of bidding, Bidders may be considered to be in a conflict of interest if they, *inter alia*, participated as a consultant or in an advisory capacity of any kind in the preparation of the design or technical/commercial/financial/legal specifications for the Services, that are the subject of this Bidding Process.

A Bidder (including, in case of a Consortium, any Consortium Member) may also be considered to be in a conflict of interest with one or more Bidders in this Bidding Process if such Bidder/Consortium Member, including its subsidiaries, participates in more than one (1) Bid in this Bidding Process, either individually or as a Consortium Member, or is an affiliate of the Employer or any of its advisors. This will result in the disqualification of all Bids in which such Bidder/Consortium Member is involved.

Each Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit set out as Bidding Form T4.

- **NON-BLACKLISTING**

Each Bidder (in case of a Consortium, each Consortium Member) shall provide evidence in the form of an affidavit set out as Bidding Form T4.

A Bidder or any Consortium Member (in case of a Consortium) that has been blacklisted or debarred by any of its employers/clients/procuring agency under the Procurement Laws, while providing services or performing works in Pakistan or worldwide, at the date of submission of the Bid under the Bidding Documents or thereafter, shall not be considered.

- **LITIGATION HISTORY**

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

Each Bidder (in case of a Consortium, each Consortium Member) shall provide details of the litigation or the Bidder shall submit an affidavit set out as Bidding Form T4.

- **ELIGIBLE COUNTRIES**

A Bidder including Sub-Contractors and all Consortium Members (in case of a Consortium), shall have the nationality of an eligible country i.e. (any country of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those who are not subject to sanctions imposed by the United Nations Security Council and has a nationality that has not been proscribed under the applicable laws).

A Bidder shall be deemed to have the nationality of a country if the Bidder or any Consortium Member (in case of a Consortium) is a national of that country; or is constituted, incorporated or registered and operates in conformity with the provisions of the laws of that country.

The above requirement shall apply to the determination of the nationality of Bidders.

- **LAND CONTROL & SITE SUITABILITY**

Land Control & Tenure: The Bidder (or, in the case of a Consortium, one or more Consortium Members in aggregate) must demonstrate clear, lawful, and legally enforceable physical and commercial control over a contiguous land parcel of not less than four hundred (400) acres situated entirely along and fronting the Northern Bypass (M-10), Karachi, with direct legal access to the M-10 right-of-way. Parcels that do not share a direct, contiguous boundary with the M-10 corridor shall be declared non-responsive and disqualified. Acceptable legal arrangements comprise:

- i. **Freehold Ownership:** Registered title deed (Sanad / Deh Form VII / Registered Sale Deed) in the name of the Bidder or a Consortium Member; OR
- ii. **Registered Long-Term Leasehold:** A valid registered lease from a competent government authority (held by the Bidder or a Consortium Member on its own account; no Government land shall be allotted for the Project), or a registered private lease deed granted by a titled private landowner to the Bidder or a Consortium Member, having an unexpired term of not less than twenty-five (25) years (or an unexpired term of not less than the twenty-five (25) year Concession Period with guaranteed renewal rights); OR
- iii. **Landowner Consortium / Development Agreement:** A legally binding, irrevocable Joint Development Agreement (JDA), Land Availability Agreement, or Consortium Agreement executed with the underlying titled landowner(s) committing the land to the Project for not less than the full twenty-five (25) year Concession Period, supported by registered irrevocable Powers of Attorney conferring absolute development, construction, operational, and commercial rights to the project SPV.

(Note: Documentary evidence of land control as specified above must be submitted with the Technical Proposal. The Successful Bidder shall be obligated to produce certified proof of undisputed, peaceful, vacant, and unencumbered physical possession and demarcation prior to contract execution or as a mandatory Condition Precedent prior to site mobilization.)

Land Title and Land Use: The offered land parcel must be free from all material encumbrances, third-party mortgages, adverse claims, revenue disputes, and litigation that could impede or prevent the execution of the Project. The Bidder shall provide:

- i. Certified copies of registered title deeds (Sanad / Deh Form VII / Registered Sale Deed / registered lease $\geq$ 25 years) in the name of the Bidder, Consortium Member, or underlying landowner;
- ii. In case of contractual land arrangements, an executed and notarized Joint Development Agreement (JDA) or Land Availability Agreement explicitly committing the land to the SPV for the full 25-year Concession Period;
- iii. Sworn affidavit on PKR 500 stamp paper confirming that the land is unencumbered, free from court injunctions/stay orders, and that vacant physical possession will be delivered unconditionally upon contract award;
- iv. Cadastral layout plan and certified GPS coordinates confirming land parcel along M-10; and

- v. A formal undertaking that all formal junction approvals, deceleration/acceleration lanes, and service road access permissions shall be secured from the National Highway Authority (NHA) by the Concessionaire at its sole cost during the EPC Period as a Condition Precedent to commercial operations.

(Note: Formal Non-Encumbrance Certificates (NEC) from the Sub-Registrar and certified revenue demarcations are deferred to the post-award Condition Precedent stage under ITB 31).

Highway Access: The offered site must be capable of obtaining lawful and uninterrupted physical access to the heavy-vehicle road network through an approved grade-separated junction, service road, or interchange connecting directly to the Northern Bypass (M-10). The Bidder shall submit:

- i. A heavy-vehicle physical access and circulation plan dimensioned to prevent vehicle queues from spilling back onto public thoroughfares;
- ii. Highway traffic access study; and
- iii. Proof of application or preliminary correspondence with the National Highway Authority (NHA) or the competent road authority regarding geometric approval of access/deceleration lanes.

- **FINANCIAL SITUATION/HISTORICAL FINANCIAL PERFORMANCE**

Net Worth

The minimum aggregate Net Worth of the Bidder (evaluated collectively across all Consortium Members in the case of a Consortium) shall not be less than **PKR 3,500,000,000 (Pakistani Rupees Three Billion Five Hundred Million)**. Net Worth shall be calculated as **Total Assets minus Total Liabilities**, strictly excluding any surplus arising from asset revaluation, deferred tax assets, and intangible assets.

- a) *Corporate Entities:* Net worth must be evidenced by the most recent audited financial statements audited by an ICAP-licensed Chartered Accountancy firm.
- b) *Individuals / Association of Persons (AOP):* Where an individual or an AOP participates as a Consortium Member (such as the land-owning or investment partner), net worth must be substantiated by an individual's/partners' wealth statements filed with the tax authority.
- c) For individuals or associations of persons who are not tax residents of Pakistan: a net worth statement as at the latest financial year end, certified by a chartered accountant or equivalent licensed professional in the country of residence, together with income tax returns or tax assessment notices for the last three (3) years filed with the tax authority of that country (or a tax clearance certificate where returns are not issued).

Historical Financial Audit

To demonstrate continuous financial soundness and historical stability, the Bidder (and each Consortium Member) must provide documentary financial evidence for the **last three (3) consecutive financial / tax years** as follows:

- a) For Corporate Entities (Firms / Companies): Complete audited financial statements (comprising the Balance Sheet, Profit and Loss Account, Cash Flow Statement, and Notes to the Accounts) for the last three (3) consecutive financial years, audited by an ICAP-licensed Chartered Accountancy firm (holding a valid Quality Control Review - QCR rating from ICAP) or an international equivalent, accompanied by corresponding corporate Income Tax Returns filed with the Federal Board of Revenue (FBR).
- b) For Individuals, Sole Proprietorships, and Associations of Persons (AOP): (i) Complete **Wealth Statements (Form 116 / wealth reconciliation under the Income Tax Ordinance, 2001)** for the last three (3) consecutive tax years as submitted to the FBR, accompanied by valid electronic Iris acknowledgment receipts; and (ii) Annual Income Tax Returns (IT-2 / Iris returns) for the last three (3) consecutive tax years.
- c) **Equivalent documents:** Where these Bidding Documents require a document issued by an authority in Pakistan (including an NTN or sales tax registration, FBR filings, EOBI or SESSI records, an ICAP audit, a CNIC or an SECP registration), a Bidder or Consortium Member that is incorporated or resident outside Pakistan shall instead submit the equivalent document issued by the competent authority of its country, with translation and attestation or apostille in accordance with ITB 7. The Employer shall determine whether a document is equivalent.

Access to Finance

Demonstrable financial capability to mobilize private project capital, evidenced by confirmed sponsor equity commitment letters and formal letters of comfort or support from scheduled commercial banks.

• **EXPERIENCE / TECHNICAL CAPACITY**

The Bidder (or, in the case of a Consortium, the Consortium Members collectively) shall demonstrate verifiable corporate experience in **at least two (2) of the following four (4) domains** over the last ten (10) years:

- Development, financing, project management, or EPC execution of large-scale infrastructure projects, industrial estates/SEZs, logistics parks, dry ports, multi-modal freight hubs, highway service areas, or transport terminals, with a minimum completed individual project cost of **PKR 2,500,000,000 (Pakistani Rupees Two Billion Five Hundred Million); OR**
- Continuous commercial operation, management, and physical maintenance of high-volume freight terminals, off-dock container freight stations (CFS), inland container depots (ICD), port staging yards, or commercial truck terminals handling round-the-clock heavy commercial traffic, with a verified throughput of **not less than three hundred (300) commercial heavy transport vehicles (HTVs) per day; OR**
- Commercial provision of third-party logistics (3PL/4PL), multi-modal freight forwarding, fleet transport management, nationwide freight distribution, or contract supply-chain logistics, handling a verifiable minimum aggregate freight volume of **not less than 6,000 metric tonnes per day (or 2,000,000 metric tonnes per annum), OR** an annual containerized volume of **not less than 150,000 TEUs per annum; OR**

- Deployment, software/hardware systems integration, and ongoing operational management of centralized digital ticketing, intelligent queuing/dispatch engines, automated barrier access control systems (incorporating Automated Number Plate Recognition - ANPR or RFID), commercial fleet telemetry/ERP systems, and/or operational Electronic Data Interchange (EDI) / Terminal Operating System (TOS) integration with customs or maritime port authorities.

(Submission Requirement: Bidders shall provide client completion certificates, copy of operating contracts/agreements, statutory operating licenses, third-party audited cargo volume/throughput reports, or verified financial records to substantiate experience claimed in each selected domain.)

- **OTHER DOCUMENTS**

- Comprehensive technical write-up covering project understanding, execution methodology, Work Breakdown Structure (WBS), and high-level delivery milestones.
- High-level project master layout plan submitted in hard copy and as an editable digital AutoCAD file (.dwg or .dxf format on a USB flash drive), illustrating internal heavy-vehicle circulation, staging aprons, gate complexes, weighbridges, and driver amenities.

ANNEXURE B – EVALUATION AND QUALIFICATION CRITERIA

Detailed Technical Evaluation

In accordance with the Single-Stage Two-Envelope bidding procedure prescribed under the Sindh Public Procurement Rules, 2010 (as amended from time to time) and the Instructions to Bidders (ITB), the Employer shall conduct a detailed evaluation of all Technical Proposals submitted by Bidders who have satisfied the preliminary mandatory screening set out in Annexure A (Basic Eligibility Criteria).

Technical Proposals shall be evaluated and scored on a comprehensive one hundred (100) point qualification framework, structured across the following two (2) primary categories:

Category	Points
1. Financial score	20
2. Technical score	80
Total	100

To qualify, each Bidder must score seventy (70) or more points and must score at least fifty percent (50%) in each category listed above.

Criteria for detailed evaluation:

1. Financial score (20 Points)

Financial points shall be awarded under this category based on the following criteria:

S. No.	Evaluation Parameter	Max Points	Criteria for Points Allocation	Data and Documents to be Provided by Bidder
1.1	Net Worth of the Business <i>(Applicable collectively to all Consortium Members, in case of a Consortium)</i> Net Worth = Total Assets – Total Liabilities <i>(Strictly excluding any surplus on revaluation, deferred tax assets, and intangible assets)</i>	20	• Less than PKR 3.50 Billion: 0 Points <i>(Non-responsive / Disqualification in terms of Annexure A)</i> PKR 3.50 Billion to less than PKR 5.00 Billion: 10 Points PKR 5.00 Billion to less than PKR 7.50 Billion: 15 Points PKR 7.50 Billion or more: 20 Points	For Corporate Entities (Companies / Body Corporates): Complete audited financial statements (comprising Balance Sheet, Profit & Loss Account, Cash Flow Statement, and Notes) for the last three (3) consecutive financial years, audited by an ICAP-licensed Chartered Accountancy firm holding an active Quality Control Review (QCR) rating, accompanied by corresponding corporate Income Tax Returns filed with the FBR. For Individuals and Associations of Persons (AOP): (i) Complete Wealth Statements (Form 116 under the Income Tax Ordinance,

				2001) for the last three (3) consecutive tax years with FBR Iris acknowledgment receipts; (ii) Annual Income Tax Returns for the last three (3) consecutive tax years; and
TOTAL	Category 1: Financial Score	20		

2. Technical score (80 Points)

S. No.	Technical Evaluation Item	Max Points	Criteria for Points Allocation	Data and Documents to be Provided by Bidder
1	Land Parcel Size and Location Advantage	20		
1.1	Contiguous Land Parcel Size	10	Applicable to the Bidder or Consortium Land Partner(s) in aggregate, for unencumbered contiguous land committed to the Project: 400 to 750 contiguous acres: 5 Points 751 to 1,000 contiguous acres: 7.5 Points - More than 1,000 contiguous acres: 10.0 Points	(i) Certified true copies of registered title deeds (Sanad / Deh Form VII / Registered Sale Deed), registered lease deeds (≥ 25 years), or executed irrevocable Joint Development Agreements (JDA) / Land Availability Agreements; (ii) Comprehensive Schedule of Landowners detailing full names, CNICs, corresponding Survey/Khasra numbers, Deh, Tapo, Taluka, and exact individual/aggregate acreage; (iii) Registered Irrevocable Sworn Affidavit on stamp paper from each underlying property owner explicitly confirming absolute and unconditional commitment of the land parcel to the Project for the full twenty-five (25) year Concession Period;

				(iv) Cadastral map, revenue demarcation certificate, non-encumbrance certificate, and title clearance report issued by an Advocate of the High Court.
1.2	Highway Frontage & Direct Access Geometry on M-10	10	Any land parcel not directly abutting the M-10 ROW receives 0 points and fails basic eligibility. • Direct M-10 frontage with boundary length < 400 meters (requiring acute turning radii): 5.0 Points • Direct M-10 frontage with continuous boundary length between 400 meters and 799 meters: 7.5 Points • Direct M-10 frontage with continuous boundary length 800 meters and above: 10 Points	(i) Geo-referenced GPS site boundary coordinates and cadastral boundary layout; (ii) Satellite GIS location map demonstrating actual vehicular haul routes to M-10; (iii) Highway traffic access study and intersection geometry concept; (iv) Copies of formal application or preliminary correspondence with the National Highway Authority (NHA) or competent road agency regarding access connection approval.
2	Organizational Structure and Staffing	20		
2.1	Organizational Corporate Structure & Governance	5	Governance and operational hierarchy of the Bidder or Consortium Members, demonstrating institutional corporate capability with designated functional divisions (Project	Detailed corporate organogram and departmental structure of the Bidder (and each Consortium Member), demonstrating reporting lines, technical governance, and operational divisions.

			Management, Civil/Pavement Engineering, Terminal/Yard Operations, Legal, Finance, Quality Assurance, and Health, Safety & Environment - HSE): - Deficient or no organizational hierarchy provided: 0 Points - Comprehensive, well-defined corporate organogram: 5.0 Points	
2.2	Permanent Professional Human Resources	5	Evaluated on the cumulative aggregate headcount of permanent professional and technical personnel directly employed across all Consortium Members combined: 10 to 40 permanent employees: 2.5 Points 41 to 60 permanent employees: 3.5 Points - More than 60 permanent employees: 5.0 Points <i>(Consortium Rule: The total is determined by adding the eligible professional personnel of each</i>	List of permanent salaried professional and technical personnel (specifying employee name, CNIC or passport number, designation, academic qualification, date of joining, and the specific Consortium Member employing them), signed by the Authorized Representative. Mandatory Verification: Must be accompanied by the most recent EOBI contribution receipts, SESSI contribution statements, or corporate monthly tax withholding returns (Salary Tax under Section 149) establishing active payroll status for each entity. Daily-wage labourers, security guards, and casual site staff shall be excluded. For Bidders or

			<i>Consortium Member. Consortium Members participating exclusively as titled Landowners or equity financiers are exempt from this requirement and their lack of salaried staff shall not penalize the Consortium.)</i>	Consortium Members incorporated outside Pakistan: the most recent statutory social security, pension or payroll tax filings or receipts of the country of incorporation, or, where none exist, a certificate from the statutory auditor confirming the number of permanent employees on payroll at the latest month end.
2.3	Key Personnel: Project Director / Terminal Manager <i>(Responsible for infrastructure execution, terminal operations, digital systems, and commercial management)</i>	10	Professional qualifications and relevant infrastructure, terminal, and logistics sector experience of the proposed candidate: • Bachelor's Degree (Engineering, Logistics, or Business) with ≥ 10 years of general infrastructure experience: 3.0 Points • Bachelor's Degree with ≥ 10 years of experience, including specific experience in Ports, Freight Terminals, Logistics Parks, or Container Depots: 6.0 Points • Master's Degree (Project Management, Engineering,	Detailed Curriculum Vitae (CV) signed by the candidate and the Authorized Representative, certified copies of academic degrees, professional PEC/statutory certifications, and verifiable employer reference letters substantiating project track record and operational tenures.

			Logistics, or MBA) with ≥ 10 years of general infrastructure experience: 6.0 Points Master's Degree with ≥ 10 years of experience, including demonstrated senior track record in Ports, Freight Terminals, Logistics Parks, or Container Depots: 10.0 Points	
3	Specific Technical & Operational Experience	30		
3.1	Experience in Large-Scale Infrastructure Development / EPC Execution (Domain 1)	15	Corporate track record over the last ten (10) years in the financing, development, project management, or EPC execution of major infrastructure, logistics estates, SEZs, dry ports, multi-modal hubs, or transport terminals with a minimum completed project cost of PKR 2.50 Billion per project: - One (1) qualifying major project: 7.5 Points - Additional qualifying projects: 2.5 Points for each additional qualifying project	Client completion certificates, commercial commissioning certificates, EPC contract agreements, or audited project cost statements substantiating the scope, completion date, and final capital value of each project.

			Four (4) or more qualifying major projects executed: 15.0 Points	
3.2	Operational Experience in Terminal Yards, 3PL Freight Logistics, or Automation Systems (Domains 2, 3, or 4)	15	Verifiable commercial operations and maintenance track record during the last ten (10) years in any one or more of the following qualifying sectors: (a) Heavy commercial truck terminals, container freight stations (CFS), or off-dock container yards handling ≥ 300 HTVs/day; (b) Commercial 3PL/4PL logistics, fleet transport networks, or multi-modal supply chains managing $\geq 6,000$ metric tonnes/day (or 2,000,000 MT/annum) OR $\geq 150,000$ TEUs/annum; (c) Deployment and operational management of automated gate access (ANPR/Rfid), intelligent queue dispatch, or port TOS/EDI systems. Scored strictly on years of continuous commercial operating experience: Five (5) years of continuous	Client performance / satisfaction certificates, valid statutory operating licenses, third-party audited cargo throughput / volume reports, commercial shipping / freight handling statements, or systems integration completion sign-offs proving continuous operational track record and verified volumes.

			qualifying operations: 7.5 Points - Additional qualifying operating years: 1.5 Points for each additional one (1) full year of operational experience - Ten (10) or more years of continuous qualifying operations: 15.0 Points	
4	Work Plan & Execution Methodology	10		
4.1	Master Layout, Technical Work Plan & Operational Strategy	10	Evaluation of the technical proposal, execution strategy, and operational readiness based on the following four core evaluation parameters: (1) Comprehensiveness of project appreciation, statutory compliance, and understanding of local transport dynamics (2.0 Points); (2) Innovation in assignment, including smart ANPR automated gate complexes, dynamic weighbridge integration, intelligent queue dispatching algorithms, and port call-forward digital synchronization (3.0	Comprehensive Technical Work Plan & Methodology narrative accompanied by complete Master Layout Plans and Circulation Schematics submitted in both high-resolution printed format and fully editable digital AutoCAD (.dwg or .dxf) format on a USB flash drive.

			Points); (3) Detailed Work Breakdown Structure (WBS), EPC construction schedule, equipment mobilization plan, and Critical Path Method (CPM) milestones to achieve COD within the prescribed Construction Period (2.5 Points); (4) Architectural and engineering Master Layout Plan illustrating heavy vehicle swept paths, holding aprons, Freight Village zoning, cross-dock warehouses, fueling stations, driver welfare amenities, and drainage/utility corridors (2.5 Points).	
Category 2: Technical Score		80		

ANNEXURE C – NOTIFICATION OF AWARD

[Date]

To: [Name and address of the Successful Bidder]

This is to notify you that your Bid consisting of the Technical Proposal and the Financial Proposal dated [insert date] for execution of the ‘Establishment Of A Modern Truck Terminal And Logistics Park Around Northern Bypass (M-10), Karachi Through Securing Of Land, Financing, Design, Construction, Operational Integration, Operation, Maintenance And Commercial Management Under An Integrated Single-Operator / Developer Model’ (the “Project”) for the evaluated Bid Price of **PKR [insert amount in figures] (Pakistani Rupees [insert amount in words])**, as committed in Bidding Form F2, is hereby accepted by the Sindh Mass Transit Authority (the “Employer”).

You are requested to countersign and furnish your acceptance of this Notification of Award within seven (07) days of issuance of this Notification of Award, which shall constitute your acceptance of this Notification of Award (the “Letter of Acceptance”), and thereafter execute the Concession Agreement (in the form attached to the Bidding Documents) within thirty (30) days of issuance of this Notification of Award.

No later than one (01) day prior to the date of execution of the Concession Agreement, you are required to furnish an unconditional, irrevocable, and on-demand Performance Security in accordance with ITB 32, in an amount equal to one percent (1.0%) of the aggregate Guaranteed Annual Concession Fees committed for Operational Years 1, 2, and 3 in Bidding Form F2 (being **PKR [insert amount in figures and words]**), in the form prescribed in Schedule E of the Concession Agreement.

On or before the date of execution of the Concession Agreement, you are required to provide all Required Documents specified in ITB 31.1 (each to the satisfaction of the Employer), including certified true copies of registered SPV incorporation documents, valid tax registrations, and legally enforceable documents confirming unencumbered control of the Offered Land Parcel of not less than 400 contiguous acres. Failure to furnish the Letter of Acceptance, execute the Concession Agreement, furnish the Performance Security, or provide any of the Required Documents, each within the aforesaid time periods, shall constitute sufficient grounds for the annulment of the award and the complete forfeiture of your Bid Security pursuant to ITB 13.9 and ITB 32.5.

This Notification of Award confirms the grant in principle of the exclusive operating franchise, regulatory terminal designation, and commercial concession license to finance, design, construct, operate, and commercially manage the Project. Subject to the due execution of the Concession Agreement and the satisfaction of the Conditions Precedent stipulated therein, the Employer shall formally issue and grant to the Concessionaire (or the SPV) the **Commercial Operating License**, vesting the Concessionaire with the exclusive operating franchise, the right to levy user charges subject to review by the Employer in accordance with ITB 10.3(a), and the Employer’s coordination of call-forward dispatch integration with the port authorities for the Concession Period of twenty-five (25) years (a 24-month Construction Period followed by twenty-three (23) Operational Years).

This Notification of Award shall incorporate all agreements made to the Bid (if any) agreed in writing between the Employer and yourself. This Notification of Award duly accepted by you shall constitute, subject to all terms and conditions of the Bidding Documents except the changes or modifications formally agreed between yourself and the Employer, a binding contract between us until the aforesaid Concession Agreement is executed.

We would appreciate immediate notification, and in any case within seven (07) days of issuance of this Notification of Award, of your acceptance of this Notification of Award (i.e., the Letter of

Acceptance), by returning one (1) duplicate copy of this Notification of Award after affixing your signature and corporate seal in the space provided below.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Bidding Documents.

[Authorized Signature]
[Name and Title of Signatory]
[Name of Employer]

WITNESSES:

1. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport / CNIC: _____

2. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport/ CNIC: _____

ACCEPTED

For and on behalf of the successful Bidder,

[Authorized Signature]
[Name and Title of Signatory]
[Name of successful Bidder]
[Date]

WITNESSES:

1. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport / CNIC: _____

2. Signature: _____
Name: _____
S/O: _____
Address: _____
Passport/CNIC: _____

1. Project Background and Strategic Objectives

- 1.1. The Sindh Mass Transit Authority (the "**Employer**" or "**SMTA**"), an autonomous authority of the Government of Sindh established under the Sindh Mass Transit Authority Act, 2014, invites proposals for the establishment of an integrated Truck Terminal and Logistics Park along the Northern Bypass (M-10), Karachi, on a contiguous land parcel of not less than four hundred (400) acres through securing of land, 100% private financing, master planning, engineering design, civil construction, testing, commissioning, operational integration, operation, maintenance, and commercial management.
- 1.2. Karachi Port and Port Muhammad Bin Qasim handle the vast majority of Pakistan's seaborne international trade, processing an aggregate cargo volume of 99.3 million tonnes and 3.65 million twenty-foot equivalent units (TEUs) in Fiscal Year 2024–25. Over ninety-five percent (95%) of all inland containerized, break-bulk, and non-pipeline dry freight originating from or destined for Karachi Port moves by road (with rail freight haulage accounting for less than 5%), generating an estimated daily demand of 5,000 to 6,000 commercial heavy transport vehicles (HTVs).
- 1.3. The vast majority of these commercial vehicles have no formally organized locations to wait in queue. Vehicle queuing is presently conducted informally by independent transport agents and roadside cartels, forcing multi-axle trucks to idle along major urban thoroughfares and arterial corridors approaching the ports (including Mauripur Road, the Native Jetty / Port area, and the Port Qasim access network). This uncontrolled staging causes severe metropolitan traffic congestion, structural pavement failure, encroachment, severe environmental degradation, and acute safety risks for road users.
- 1.4. To systematically eliminate these externalities, the Government of Sindh has mandated the development of an institutional logistics anchor directly on the Northern Bypass (M-10). The Project shall be implemented across a twenty-five (25) year Concession Period, structured as an initial Construction (EPC) Period of two (2) years, followed by an Operations and Maintenance (O&M) Period of twenty-three (23) years. The Concessionaire is contractually obligated to construct, commission, and make fully operational a truck terminal with a nominal design capacity of five thousand (5,000) commercial trucks per day and related terminal services within the two (2) year EPC Period, on the 250-acre terminal core.

2. Concession Delivery Model & Commercial Framework

2.1. Investor-Operator Concession Structure:

The Project shall be executed strictly under an Investor-Operator Model (Single Private Partner / Concessionaire Framework). The Successful Bidder (operating through a dedicated Special Purpose Vehicle incorporated in Pakistan under the Companies Act, 2017) shall assume single-point responsibility for private land procurement along M-10, 100% private capital mobilization, architectural and engineering design, EPC execution, systems integration, round-the-clock terminal operations, estate maintenance, and commercial management for a Concession Period of twenty-five (25) calendar years from the Effective Date.

2.2. Commercially Self-Sustaining Basis:

The facility shall be developed and operated on a commercially self-sustaining basis. No Government land, capital contribution, Viability Gap Funding (VGF), sovereign debt

guarantee, or financial subsidy will be provided by the Employer, the Transport and Mass Transit Department, or the Government of Sindh.

Absolute ownership, title, and proprietary interest in the Offered Land Parcel and all permanent civil works, pavements, buildings, and logistics facilities erected thereon shall remain the private property of the Concessionaire or the underlying private landowners. The Employer's rights of access, intervention and interim operation in respect of the Facility arise only under the Concession Agreement and the conditions of the Operating License, which the Concessionaire accepts. They do not give the Employer any ownership of, or interest in, the land, structures or equipment.

The Concession Agreement grants an exclusive operating franchise, regulatory terminal designation, call-forward dispatch authority, and commercial management rights during the Concession Period.

At the expiry of the Concession Period the Commercial Operating License ends, subject to the "Renewal at Expiry" provision below. Private ownership of the underlying land and physical estate remains undisturbed, and no land, building, equipment or system of the Concessionaire passes to the Employer or to any other person, other than the System Data under the "Data Ownership" provision of this Annexure.

2.3. Renewal at Expiry:

The Concessionaire may ask the Employer to renew the Commercial Operating License by written notice given not earlier than sixty (60) months and not later than thirty-six (36) months before the expiry of the Concession Period. The Employer and the Concessionaire shall then negotiate in good faith the terms of the renewal, including the Throughput Concession Fee, the tariff and the Service Standards. The terms shall be those that they agree, and a renewal shall not be on the terms of the Concession Agreement unless they so agree.

If the Concessionaire has not given notice by that date, or if no renewal agreement is signed within eighteen (18) months after the notice, the Concessionaire's right under this provision lapses. The Employer may then, without liability to the Concessionaire, look for other suitable concessionaires and grant licences for truck terminals, in the Exclusivity Zone or elsewhere, to any person. The Concessionaire may take part in any competition that the Employer holds.

2.4. Throughput Concession Fee and Benchmark Revenue Model:

- **Commercial Pricing and Regulatory Oversight:** The charges for the entry, dwell and management of commercial vehicles at the Terminal (the "Terminal User Charges") shall not exceed the Maximum Permissible Terminal Exit Tariff set out in the "Baseline Commercial Tariff Schedule" of this Annexure, which the Employer determines, indexes and revises from time to time by reference to market-based rates in accordance with the "Regulatory Framework" section of this Annexure. The Concessionaire may charge within that tariff ceiling. All Terminal User Charges shall be applied without discrimination and reported to the Employer. The Employer may review them periodically or on an ad-hoc basis and may require any of them to be revised where it considers it necessary to ensure that they remain fair, reasonable and regulated by the Employer. The rents, prices and charges for every other facility, service, premises and area of land of the Project (the "Other Commercial Activities"), other than the charges for the driver welfare facilities, which the Concession Agreement shall deal with, are for the Concessionaire alone to determine. The Employer shall not impose any ceiling, approval

or restriction on them, and the Concessionaire may use the land that remains after the Mandatory Services in the manner that it considers best, subject only to Applicable Laws and to the obligations in respect of the Mandatory Services.

- **Throughput Concession Fee:** In consideration of the grant of the exclusive operating franchise, regulatory terminal designation, metropolitan traffic enforcement directing heavy vehicles to the facility, and port dispatch integration, the Concessionaire shall pay to the Employer a fixed concession fee (the "Throughput Concession Fee") of PKR 1,000 (Pakistani Rupees One Thousand) per commercial heavy transport vehicle entering or processed through the facility.
- **Triennial Concession Fee Indexation:** The Throughput Concession Fee rate shall increase automatically by **twenty percent (20%) compounded every three (3) years** starting from Concession Year 6 (formal O&M Year 4) throughout the remainder of the Concession Period (Concession Years 1–5: PKR 1,000; Years 6–8: PKR 1,200; Years 9–11: PKR 1,440; Years 12–14: PKR 1,728; Years 15–17: PKR 2,074; Years 18–20: PKR 2,488; Years 21–23: PKR 2,986; and Years 24–25: PKR 3,583 per commercial truck).
- **Phased Benchmark Volume Floors (25-Year Concession Trajectory):** The Benchmark Volume floor for commercial vehicles processed through the Terminal shall be binding upon the Concessionaire and structured across the 2-year EPC and 23-year O&M periods as follows:
 - **Concession Year 1 (EPC):** Construction Period: Nil Concession Fee, except for any Early Operations under the next item.
 - **Concession Year 2 (EPC / Early Operations):** The Concessionaire may at any time in Concession Year 1 or 2 request the Commercial Operating License for Early Operations, once capacity for not less than 1,000 trucks and essential parking services has been certified, and shall then commence early commercial operations and tariff collection. From the date of issue until the end of Concession Year 2, the Concessionaire shall pay a Monthly Concession Fee on the higher of the Early Operations Benchmark Volume of 1,000 trucks per day (365,000 trucks/annum @ PKR 1,000/truck = PKR 365,000,000, pro rata for part of a year) and the Actual Vehicle Throughput. If no such License has been issued, Concession Year 2 remains a construction period with zero concession fee payable, provided Full COD is achieved by the Scheduled Full COD.
 - **Concession Year 3 (Formal O&M Year 1):** Mandatory baseline floor of 2,000 trucks per day (730,000 trucks/annum @ PKR 1,000/truck → Mandatory Minimum Annual Floor: PKR 730,000,000);
 - **Concession Year 4 (Formal O&M Year 2):** Mandatory baseline floor of 3,000 trucks per day (1,095,000 trucks/annum @ PKR 1,000/truck → Mandatory Minimum Annual Floor: PKR 1,095,000,000);
 - **Concession Year 5 (Formal O&M Year 3):** Mandatory baseline floor of 4,000 trucks per day (1,460,000 trucks/annum @ PKR 1,000/truck → Mandatory Minimum Annual Floor: PKR 1,460,000,000); and
 - **Concession Years 6 to 25 (Formal O&M Years 4 to 23):** Mandatory design capacity baseline floor of 5,000 trucks per day (1,825,000 trucks/annum @

prevailing indexed concession fee rate → Mandatory Minimum Annual Floor: PKR 2,190,000,000 in Years 6–8, escalating triennially thereafter by 20% compounded through Concession Year 25).

- **The "Higher Of" Concession Fee Payment Mechanism:** The Monthly Concession Fee payable by the Concessionaire to the Employer for each calendar month following the issuance of the Commercial Operating License (other than a month of Early Operations, for which the Early Operations Benchmark Volume applies in place of the Guaranteed Annual Throughput) shall be computed as the prevailing Throughput Concession Fee rate multiplied by the higher of:
 - a) One-twelfth (1/12th) of the Bidder's Guaranteed Annual Throughput committed in Column [A] of Bidding Form F2 for that respective year (which shall never be less than the pro-rata monthly Benchmark Volume floor); or
 - b) The Actual Vehicle Throughput of commercial heavy transport vehicles entering or processed through the Terminal during that month, recorded by the automated ticketing, weighbridge, and ANPR barrier logging system, as verified and audited by the Independent Expert.

(Payment Reconciliation: In each monthly invoice, the Concessionaire shall be entitled to deduct and offset one-twelfth (1/12th) of the Annual Advance Concession Fee paid upfront for that Operational Year pursuant to Form F2, and remit the net balance to the Employer within fifteen (15) calendar days of the close of each billing month.)

- **Phasing Relief:** The Benchmark Volume rises year by year, from 2,000 trucks per day in Concession Year 3 to 5,000 trucks per day from Concession Year 6, and is 1,000 trucks per day during Early Operations, so that the Concessionaire does not pay on full design capacity from the start. In each month the Concessionaire pays the Monthly Concession Fee on the higher of the Guaranteed Annual Throughput (taken monthly, and never less than the Benchmark Volume for that period) and the Actual Vehicle Throughput.
- **Downside Revenue Protection:** If actual traffic volumes fall below the Benchmark Volume in any operational month, the Concessionaire remains legally bound to remit payment based on the Guaranteed Annual Throughput for that year, which is never less than the Benchmark Volume floor. The Employer assumes zero volume, traffic, or market revenue risk.

2.5. EPC Period, Early Operations, Commercial Operating License & 180-Day Suspension Mechanism

Period	Phase	Infrastructure Scope & Capacity	Operational Status & Tariff Rights	Throughput & Fee Obligations	Key Compliance & Legal Conditions
Years 1 and 2	EPC , to full 5,000-truck capacity	Optional Early Operations: 1,000-truck parking capacity Support services & driver stay areas	Construction; Early Operations permitted once certified Commercial operations	Nil until the Early Operations license; then the higher of 1,000 trucks/day and actual	Achieve Full COD by the Scheduled Full COD

		Entry/exit gates, booking office, & weighbridge Standalone QTCFS Full 5,000-truck capacity and all services by the Scheduled Full COD	only under the Early Operations license Tariff collection only from the Early Operations license	throughput	
Year 3	Full O&M Year 1	Full 5,000-truck capacity and ancillary service facilities operational	Full-scale commercial operations across all facility segments	Mandatory fee floor: 2,000 trucks/day (730,000 trucks/year at PKR 1,000/truck)	Strict Default Trigger: Delay exceeding 180 days after the Scheduled Full COD results in Suspension of the Operating License
Years 4–25	Full O&M Ramp-Up (22 Years)	Full facility lifecycle operations, preventative maintenance, and asset rehabilitation	Long-term operations and commercial services	Volume ramp-up: 3,000 to 5,000 trucks/day (up to 1,825,000 trucks/year) Base concession fee escalates by +20% every 3 years	Enforceable volume/throughput guarantees Nominal Performance Charges and graduated enforcement of the KPIs applied for operational defaults. Throughput shortfalls are covered by the Monthly Concession Fee floors.

- **Early Operating License Issuance (1,000-Truck Gateway):**

- a) The formal Commercial Operating License authorizing the Concessionaire to admit commercial vehicles, process heavy transport traffic, operate truck parking facilities, and collect commercial tariffs shall be issued by the Employer at the Concessionaire's request, upon the certified completion of the Early Operations works at any time during the EPC Period.
- b) The Operating License shall be issued strictly upon the Independent Engineer and Independent Expert certifying that the following 1,000-Truck Capacity and Parking-Related Services are 100% completed, load-tested, and operational:
 - i. Heavy-duty rigid concrete pavement (PQC) staging aprons accommodating not less than one thousand (1,000) multi-axle commercial vehicles simultaneously;
 - ii. Certified pitless multi-axle inbound and outbound weighbridges, high-speed automated barrier systems, and ANPR cameras connecting directly to the M-10

highway;

- iii. Functional climate-controlled rest areas and driver dormitories (minimum 500 beds initial capacity), operational Jamia Mosque, sanitized industrial washroom and shower blocks, running potable water, and the 24/7 on-site emergency medical clinic with a stationed ambulance;
- iv. Dedicated booking and transport agent office suites, perimeter fencing, security watchtowers, high-mast floodlighting, and operational desks for Karachi Traffic Police and the Employer; and
- v. Standalone automated Queuing, Ticketing and Call-Forward System (QTCFS) capable of issuing entry tokens, logging vehicle registration and axle profiles, and assigning parking bays without external network dependency.

- **Early Operations during the EPC Period:**

- a) Upon issuance of the Commercial Operating License following certified completion of the Early Operations works, the Concessionaire is legally authorized to commence commercial operations and collect tariffs during the remainder of the EPC Period.
- b) In consideration thereof, the Concessionaire shall remit the Monthly Concession Fee to the Employer on the higher of the Early Operations Benchmark Volume of 1,000 trucks per day (365,000 trucks/annum @ PKR 1,000/truck = PKR 365,000,000, pro rata for part of a year) and the Actual Vehicle Throughput, for each month from the date of issue until the end of Concession Year 2.
- c) Early operations shall proceed concurrently with the ongoing construction of the remaining civil and structural works required to achieve the full 5,000-truck capacity. Early Operations are at the Concessionaire's option, and no phase of construction is required before the Scheduled Full COD.

- **Mandatory 2-Year EPC Commitment (5,000-Truck Capacity):**

- a) The Concessionaire is contractually bound to complete, commission, and make fully operational a truck terminal with a nominal design capacity of not less than five thousand (5,000) commercial trucks per day and all related terminal services within twenty-four (24) calendar months from the Effective Date (the Scheduled Full COD).

- **Mandatory License Suspension for 180-Day Development Delays:**

The Concessionaire shall achieve Full COD by the Scheduled Full COD, being the date falling twenty-four (24) months after the Effective Date, as extended under this provision. Full COD may be certified by the Independent Engineer where any outstanding items do not affect the safe and efficient operation of the Facility and are completed within sixty (60) days of the certificate.

Delay Notice: If Full COD is not achieved by the Scheduled Full COD, the Employer may issue a Delay Notice. Within fourteen (14) days of it the Concessionaire shall submit a completion programme to the Employer, and the Independent Engineer shall report on progress each month.

Suspension: If Full COD is not achieved within one hundred and eighty (180) calendar days after the Scheduled Full COD, and the Operating License has been issued, the Employer shall issue a Suspension Notice under Clause 9.2.5(5) of the Regulatory Framework suspending the Operating License. The notice shall refer to a report of the Independent Engineer identifying the works that remain incomplete. If the Operating License has not been issued, the Employer shall instead issue a notice of default stating the same matters.

Effect of Suspension: Suspension does not close the Facility to users. The Concessionaire continues to operate the Facility, and all user charges are paid into the Escrow Account and applied as set out in Clause 9.2.5(5) of the Regulatory Framework. Suspension does not affect the Concessionaire's right and obligation to continue the works, and the Employer shall allow the Concessionaire access to the Project Site for that purpose.

Cure and Default: If Full COD is certified within ninety (90) calendar days of the Suspension Notice or the notice of default, the Employer shall lift the suspension, where there is one, in accordance with Clause 9.2.5(5) of the Regulatory Framework. If Full COD is not so certified, the failure is a Concessionaire Event of Default, subject to Clause 9.2.5(6) of the Regulatory Framework.

Excusable Delay: The Scheduled Full COD, and each period in this provision, shall be extended day for day for any delay caused by: a force majeure event as defined in the Concession Agreement; a change in law after the Effective Date that prevents or materially delays the works; a breach by the Employer of its obligations under the Concession Agreement, including a failure to give written support for an application or to convene the agencies concerned under the "Statutory Approvals & Inter-Agency Coordination Matrix" of this Annexure; a delay by the Employer or the Independent Engineer in a review, approval or certificate for which a period is set; or an order of a court or tribunal that the Concessionaire did not cause (each an "Excusable Delay"). The Concessionaire shall notify the Employer within fourteen (14) days of becoming aware of the event, with particulars and the delay it expects. The Employer shall decide the extension within thirty (30) days, after consulting the Independent Engineer. Delay in obtaining an approval from any other agency is not an Excusable Delay.

2.6. Market Exclusivity and Statutory License Protection:

2.6.1. Grant and Scope of Exclusivity

In consideration of the Concessionaire securing unencumbered control of not less than four hundred (400) contiguous acres of private land fronting the Northern Bypass (M-10) and mobilizing one hundred percent (100%) private financing without public funding, viability gap funding, or sovereign guarantees, the Employer grants the Concessionaire an exclusive operating franchise and commercial operating license within the Exclusivity Zone, on the terms set forth herein and in ITB 1.4.

2.6.2. Non-Compete Undertakings

Throughout the Exclusivity Period, the Employer covenants that it shall not:

- a) Grant any operating license, permit, or concession under the Sindh Mass Transit Authority Act, 2014 for any competing commercial truck terminal, heavy transport vehicle (HTV) staging stand, or off-dock logistics park within the Exclusivity Zone;

- b) Itself develop, commission, finance, or operate any competing facility within the Exclusivity Zone; and
- c) Exercise its statutory powers under the Act to direct any person or entity operating an unlicensed commercial truck terminal or staging facility within the Exclusivity Zone to desist immediately.

The Employer further undertakes to formally recommend to the Government of Sindh, through the high-level inter-agency Coordination Committee chaired by the Secretary, Transport and Mass Transit Department, that no other provincial department, local government, development authority (including KDA and MDA), or municipal body sanctions, permits, or allots public land for any competing truck terminal or HTV staging facility within the Exclusivity Zone.

2.6.3. Duration and Milestones of the Exclusivity Period

The Exclusivity Period shall commence on the Effective Date and shall remain in full legal force and effect until the earlier of the following milestones:

- a) The average daily throughput of commercial heavy transport vehicles processed through the Terminal reaches or exceeds the nominal design capacity of five thousand (5,000) commercial vehicles per day over ninety (90) consecutive operational days, as audited and certified by the Independent Expert (or determined from the Ticket Charging System logs); or
- b) The expiration of the twenty-five (25) year Concession Period from the Effective Date (co-terminus with the expiry of the Commercial Operating License).

The Exclusivity Period shall terminate earlier if the Commercial Operating License is revoked or cancelled, or if the Concession Agreement is terminated pursuant to a Concessionaire Event of Default.

2.6.4. Mandatory Intimation Protocol upon Reaching Capacity

Upon the occurrence of the Capacity Saturation Milestone set forth in Clause 2.6.3(a):

- a) The Independent Expert shall, within seven (7) calendar days of auditing the monthly throughput records demonstrating that the Terminal has processed an average of 5,000 or more commercial vehicles per day over ninety (90) consecutive operational days, issue a formal Certificate of Capacity Saturation concurrently to both the Employer and the Concessionaire.
- b) The Concessionaire shall, within exactly thirty (30) calendar days from the date of issuance of the Certificate of Capacity Saturation, submit a formal written notice (the "Capacity Intimation Notice") to the Employer confirming:
 - i. Receipt and acknowledgment of the capacity milestone; and
 - ii. Its formal commitment to enter into exclusive negotiations with the Employer to develop, finance, construct, and operate incremental terminal and staging capacity on its 400+ acre estate (or contiguous land controlled by it).

2.6.5. Forfeiture of ROFR and Immediate Right to Open Tender

If the Concessionaire fails to submit the Capacity Intimation Notice within the mandatory thirty (30) calendar day period stipulated in Clause 2.6.4(b), or formally waives its right in writing prior to such deadline:

- a) The Concessionaire's Right of First Refusal (ROFR) shall immediately and irrevocably lapse without requirement of further notice or legal demand;
- b) Market exclusivity within the Exclusivity Zone shall terminate with immediate effect; and
- c) The Employer shall have the unfettered, unencumbered statutory right, without incurring any liability, compensation, or restriction whatsoever, to immediately initiate an open competitive bidding process, tender new concession contracts, or issue operating licenses to third-party operators for additional truck terminals, staging stands, and logistics parks within the Exclusivity Zone.

2.6.6. Right of First Refusal (ROFR) Expansion Mechanism

Where the Concessionaire duly submits the Capacity Intimation Notice within the prescribed thirty (30) calendar day period, the development of additional corridor capacity shall proceed under the following structured ROFR procedure:

1. Expansion Notice: Within twenty-one (21) calendar days of receiving the Capacity Intimation Notice, the Employer shall issue a written expansion brief (the "Expansion Notice") to the Concessionaire specifying the required incremental vehicle processing capacity, technical performance standards, project milestones, and the baseline concession fee floor.
2. Submission of Bankable Proposal: The Concessionaire shall have an exclusive period of sixty (60) calendar days from receipt of the Expansion Notice to exercise its ROFR by submitting a bankable, fully costed expansion proposal, architectural master layout, financing commitment, and environmental mitigation plan to develop, finance, and operate the additional capacity within its remaining 400+ acre estate (or contiguous expansion land secured by it), on financial terms and per-vehicle concession fee rates no less favourable to the Employer than the prevailing Concession Agreement.
3. Commercial Negotiations and Supplemental Addendum: The Employer and the Concessionaire shall enter into good-faith commercial negotiations. If mutual commercial and technical agreement is reached within ninety (90) calendar days of proposal submission, the parties shall execute a formal addendum or supplemental concession agreement to implement the capacity expansion.
4. Lapsing of ROFR and Competitive Tendering: If:
 - a. The Concessionaire fails to submit a compliant, bankable expansion proposal within the prescribed sixty (60) calendar day window; or
 - b. The parties, acting in good faith, fail to finalize and execute a mutually acceptable supplemental concession agreement within ninety (90) calendar days of proposal submission;

the ROFR shall completely and permanently lapse. Thereafter, the Employer shall have the unrestricted right, without liability or compensation to the Concessionaire, to initiate

international competitive bidding or issue licenses to third-party developers for the establishment of additional commercial truck terminals within the Exclusivity Zone.

2.7. Baseline Commercial Tariff Schedule:

The following schedule defines the Maximum Permissible Terminal Exit Tariff (Gross User Fee) chargeable by the Concessionaire, the component breakdown of user fees, the mandatory Throughput Concession Fee payable to the Employer, and the net Concessionaire retained yield across both 24-hour and 6-hour stay tiers. The tariff in this schedule applies from the start of operations and is adjusted each 1 July in accordance with 9.2.4(4).

Vehicle Category	Dwell Duration	Terminal Entry Charge (A)	Dwell Charge (B)	Concessionaire Management Fee (C)	Gross Tariff at Exit (D)	The Employer Fixed Share (E)	Net Retained Share (F)
Class 1: Light Commercial (<i>Pickups / Vans</i>)	6 Hours	PKR 94	PKR 234	PKR 140	PKR 468	PKR 1,000	(PKR 532)
	24 Hours	PKR 94	PKR 468	PKR 140	PKR 702	PKR 1,000	(PKR 298)
Class 2: Medium & Heavy Rigid (<i>2–3 Axle Trucks</i>)	6 Hours	PKR 200	PKR 500	PKR 300	PKR 1,000	PKR 1,000	PKR 0
	24 Hours	PKR 200	PKR 1,000	PKR 300	PKR 1,500	PKR 1,000	PKR 500
Class 3: Heavy Articulated (<i>4–6 Axle Rigs</i>)	6 Hours	PKR 269	PKR 671	PKR 403	PKR 1,343	PKR 1,000	PKR 343
	24 Hours	PKR 269	PKR 1,343	PKR 403	PKR 2,015	PKR 1,000	PKR 1,015

3. Land Criteria and Site Specifications

3.1. Location: Strict Adjacency Along Northern Bypass (M-10) Only

The Employer requires that the Offered Land Parcel must be situated entirely along, fronting, and sharing direct boundary adjacency with the Right-of-Way (ROW) limits of the Northern Bypass (M-10), Karachi (on either the eastbound or westbound carriageway limits).

Any land parcel located away from the M-10 alignment, or separated from the M-10 ROW by intervening third-party plots, or requiring vehicular access through secondary municipal, provincial, district, or unpaved rural roads is strictly ineligible and shall be summarily rejected. Trucks must enter and exit directly to/from the M-10 carriageway via dedicated acceleration/deceleration tapers without traversing local residential or commercial streets.

3.2. Size & Contiguity:

The site must comprise a contiguous land parcel of not less than four hundred (400) acres.

The parcel geometry must provide adequate continuous frontage along the M-10 ROW (minimum 400 metres, preferably 800+ metres) to accommodate grade-separated deceleration

lanes, multi-lane inbound queuing reservoirs, internal arterial circulation corridors, and segregated light/heavy vehicle circulation.

3.3. Legal Status & Title Control:

Bidders (or Consortium Members in aggregate) must demonstrate clear, lawful, and legally enforceable control over the contiguous 400+ acres through:

- Registered freehold title deeds (Sanad / Deh Form VII / Registered Sale Deed) in the name of the Bidder or Consortium Member; or
- Registered leasehold rights from a competent government authority (the lease is held by the Bidder or a Consortium Member on its own account; no Government land shall be allotted for the Project) for an unexpired term of not less than twenty-five (25) years; or
- A legally binding, irrevocable Joint Development Agreement (JDA) or Land Availability Agreement executed with titled private landowners committing the land to the Project SPV for the full 25-year Concession Period, accompanied by registered irrevocable Powers of Attorney conferring absolute development, construction, and operational rights.

Bidders shall provide certified copies of title documents and a sworn affidavit on PKR 500 stamp paper confirming clean, unencumbered possession and absence of court stay orders. (Formal revenue demarcation certificates and Sub-Registrar Non-Encumbrance Certificates shall be furnished post-award within sixty (60) days of the Notification of Award under ITB 31).

The Concessionaire shall be exclusively responsible for securing all non-agricultural conversions, master plan approvals, and building control permissions at its own cost.

4. Indicative Conceptual Masterplans (For Guidance Only)

4.1. Legal Status of Conceptual Layouts

The masterplan presented herein is illustrative and demonstrates a viable spatial configuration on a contiguous four hundred (400) acre parcel fronting the Northern Bypass (M-10). The Successful Bidder shall secure, at its own cost and responsibility, sufficient contiguous land (minimum 400 acres) to accommodate all mandatory facilities, operational capacity, internal circulation, safety setbacks, and statutory clearances. Compliance shall be evaluated against functional processing capacity, traffic engineering performance, safety standards, and contractual KPIs, rather than rigid adherence to this indicative geometry.

4.2. Master Plan Architecture: 250-Acre Truck Terminal + 150-Acre Logistics Estate

The Project layout integrates a 250-acre dedicated Truck Terminal core on the western estate with a 150-acre Logistics and Support Services Village on the eastern estate, sharing direct dual access to the Northern Bypass (M-10):

Development Core	Functional Zone / Facility	Land Area	Vehicle / Storage Capacity	Technical & Infrastructure Specifications	Phasing & Concession Obligations
Truck Terminal &	Inbound Gateway	Allocated within Core	Continuous Inflow	Multi-lane staging &	Early Operations

Staging Core <i>(250 Acres)</i>	Complex		<i>(Reservoir Lane buffering)</i>	entry gates Pre-inspection sorting lanes 4 to 6 automated inbound weighbridges High-speed ANPR cameras & automated boom barriers	(optional): minimum functional weighbridge, gatehouse, and ANPR access control. Complete by Full COD.
	Active Staging Aprons <i>(Zones A, B, C, D, E, F)</i>	Heavy-duty rigid pavement core	5,000 Trucks <i>(5 Zones × 800 bays + 1 Zone × 1,000 bays)</i>	Heavy-duty concrete / paver hardstanding (designed for high axle loads) High-mast floodlighting & CCTV coverage Automated stall occupancy sensors	Early Operations (optional): 1,000 bays. Full COD: all six zones, all active stalls.
	Overnight Parking <i>(Zone G)</i>	Dedicated resting apron	600 Trucks	Long-dwell secure parking bays Pedestrian access to welfare facilities Integrated auxiliary power plugs/idling controls	Phased with O&M traffic expansion.
	Surge / Overflow	Flexible staging	400 Trucks	Overflow buffer to	Intermediate / Long-term

	Parking <i>(Zone H)</i>	pavement		prevent spillover onto the M-10 mainline during peak port off-dock surges	O&M phase.
	Dedicated Trailer Chassis Yard <i>(Zone I)</i>	Chassis storage apron	400 Semi- Trailers	Heavy-duty landing gear support strips Segregated bobtail vs. coupled- trailer staging	Intermediate / Long-term O&M phase.
	Hazardous Cargo (Hazmat) Bay	Isolated containment perimeter	200 Trucks	Blast- protected perimeter blast walls Impermeable chemical- resistant surfacing Dedicated spill containment sumps & isolated fire suppression network	Standalone isolation envelope; operational commissioni ng aligned with safety certification.
	Outbound Gateway Complex	Allocated within Core	Automated outbound processing	Call-forward digital dispatch gates Outbound verification weighbridge Automated clearance and toll/fee deduction	Early Operations (optional): basic operational egress. Full COD: fully automated dispatch integration.
Logistics Estate <i>(150 Acres)</i>	Freight Village & Commercial Core	Integrated commercial footprint	Multi- tenant office suites	Freight forwarder & customs clearing	Freight forwarding suites and financial

				brokerage offices Banking halls, automated cash deposits & ATMs Sindh Revenue Board / Customs / regulatory desks	services: Mandatory Services, all premises by Full COD. Early commercial development to anchor logistics tenants.
	Warehousing & Cross-Docking	25 Acres	High-throughput cross-dock floor space	Grade-A dry & ambient storage sheds Rapid cross-docking loading docks with hydraulic levelers Segregated internal delivery circulation	Sub-concession / direct build-to-suit commercial rollout.
	Off-Dock Container Yard (CY)	15 Acres	Multi-tier TEU ground slots	Reach-stacker capable heavy-duty apron Reefer plug points & empty container handling slots	Commercial rollout based on off-dock bonded terminal demand.
	Workshops & Fuel Depot	20 Acres	Multi-bay heavy vehicle fleet servicing	Fleet maintenance bays, tyre service, and auto-mechanic pits Multi-pump commercial	Mandatory Services: all facilities by Full COD.

				diesel & LNG fueling station	
				Heavy commercial vehicle wash bays	
	Driver Welfare & Amenities Hub	10 Acres	24/7 driver transit capacity	Driver dormitories, rest lounges, & dining halls/canteens Ablution blocks, prayer areas, and laundromats First-aid station & emergency medical clinic	Required for Early Operations (driver basic stay and sanitation); all facilities by Full COD.
	Estate Circulation & Green Buffer	80 Acres	Internal ROWs & setbacks	Multi-lane internal arterial roads, drainage network, utilities corridors, and environmental buffer zones	Scaled continuously across Concession Period.

a. Western Processing Core & Dedicated Truck Terminal (250 Acres):

- Inbound freight traffic enters via a multi-lane Entry Gate Complex on the north-western perimeter connecting directly to M-10, feeding into an expansive Pre-Inspection & Inbound Queuing Reservoir, dedicated pitless multi-axle weighbridges, automated dimension scanners, physical inspection bays, and dynamic holding areas.
- Staging Apron Footprint (5,000 Active / 6,600 Total Vehicle Capacity):
 - **EPC Scope:** Delivery of a fully operational **5,000-truck capacity stand** within the 2-year EPC Period (with 1,000 trucks available earlier, at the Concessionaire's option, for Early Operations);
 - **Masterplan Buildout:** Paved with high-durability rigid concrete pavement (PQC) designed to AASHTO standards for 58.5-tonne multi-axle combinations. Scalable across the 250-acre core to accommodate up to **5,000 simultaneous active staging trucks across Zones A through F (800 trucks each in 5 zones and 1,000 trucks in 1 zone)**, plus dedicated aprons for overnight staging (Zone G - 600 trucks), surge overflow (Zone H - 400 trucks), unhooked container

trailers/chassis (Zone I - 400 units), and hazardous cargo staging (200 units with blast protection and environmental containment), providing a total capacity of up to 6,600 vehicle positions;

- Dispatched vehicles exit via wide-radius internal distributor corridors through an independent multi-lane Exit Gate Complex on the northern boundary directly onto M-10.

b. Eastern Logistics & Support Services Estate (150 Acres)

The eastern parcel is organized into specialized commercial, industrial, and social infrastructure zones accessible via dedicated light-vehicle and internal distributor networks:

- Freight Village & Administration (40 Acres): Corporate freight forwarder suites, customs brokerage suites, banking/ATM facilities, and government facilitation counters (the Employer, Karachi Traffic Police, Excise & Taxation, SRB/FBR);
- Warehousing & Cross-Docking Hub (25 Acres): Rapid deconsolidation platforms and ambient distribution warehouses;
- Cold Chain Facility (15 Acres): Temperature-controlled cold storage and reefer maintenance infrastructure;
- Container Storage Yard (15 Acres): Heavy-duty paved off-dock dry container depot with reach-stacker operating corridors;
- Vehicle Maintenance & Commercial Hub (20 Acres): Multi-bay heavy vehicle workshop complexes (10 Acres), Master HGV retail fueling station (5 Acres), and dedicated commercial tyre/washing/heavy recovery bays (5 Acres);
- Driver Welfare & Social Infrastructure (10 Acres): Climate-controlled sleeping dormitories (1,000+ beds), high-volume sanitary blocks, dining cafeterias, Jamia Mosque (1,500 congregation), and a 24/7 emergency medical clinic with an on-site ambulance;
- Administration & Operations Control (5 Acres): Central OCC housing server cores, CCTV video walls, the Employer Desk, and the automated Queuing, Ticketing and Call-Forward System (QTCFS) command centre;
- Centralized Utilities & ETP (10 Acres): High-voltage electrical sub-station, standby generator farm, RO water treatment plant, industrial Effluent Treatment Plant (ETP), and subterranean fire-water storage;
- Expansion Reserve (10 Acres): Earmarked for demand-led commercial warehousing and container yard expansion.

Concessionaire's duty is to build the premises and to offer them for lease on commercial terms, and it is not responsible for a tenant's decision not to take or not to keep them.

5.2. Common-User Obligation & Unrestricted Public Open Access

The Terminal and Logistics Park shall function strictly as an open, public, common-user transport facility. The Concessionaire shall provide unrestricted, non-discriminatory, and equal open access to any commercial heavy transport vehicle (HTV), goods carriage, container prime-mover, fleet operator, or independent truck driver seeking entry, staging, parking, or driver welfare amenities, subject only to the payment of standard, publicly posted commercial tariffs and compliance with published terminal safety rules.

The Concessionaire, its management, operating affiliates, and subcontractors are strictly prohibited from:

- Restricting, prioritizing, delaying, or barring entry to any commercial vehicle to create an artificial operational or commercial advantage for any affiliated transport company, fleet cartel, or selected freight broker;
- Imposing arbitrary, exclusionary, or discriminatory admission standards; or
- Refusing parking or staging to any roadworthy commercial vehicle when serviceable bay capacity exists within the facility.

Compliance with the open-access mandate is a fundamental condition of the Operating License. If the Concessionaire arbitrarily restricts access or discriminates against any commercial vehicle:

- **Notice of Breach:** Where a Verified Incident has occurred, or an Arbitrary Refusal is continuing, the Employer may issue a written notice directing the Concessionaire to restore unrestricted open access within twenty-four (24) hours.
- **Interim Operation and License Suspension:** If open access is not restored within twenty-four (24) hours of the notice, the Employer may take over the operation of the gate complexes under Clauses 9.2.5(7) and 9.2.5(8) of the Regulatory Framework, and may suspend the Operating License by a Suspension Notice under Clause 9.2.5(5) of the Regulatory Framework until open access is restored. The Facility remains open to users throughout. On the public roads and approaches, action is taken by the Karachi Traffic Police and other authorities under their own powers.
- **Performance Charges:** Each Verified Incident attracts the Performance Charge under KPI 3, whether or not a notice is issued or the Operating License is suspended.
- **Show-Cause and License Cancellation:** Where two (2) suspensions under this section, or three (3) Verified Incidents, occur within any twelve (12) month period, the Employer may issue a notice requiring the Concessionaire to show cause why the Operating License should not be cancelled. The Concessionaire may respond within fourteen (14) days, including by proposing corrective measures. If, after considering the response, the Employer is not satisfied that the incidents were isolated and that the measures proposed will prevent a recurrence, it may permanently cancel and revoke the Operating License by written notice. Cancellation is a Concessionaire Event of Default, entitling the Employer to encash the Performance Security and to terminate the Concession Agreement, subject to Clause 9.2.5(6) of the Regulatory Framework.

5.3. Truck Terminal

5.3.1. Queuing, Ticketing, and Port Integration Architecture

Central Operating Backbone: A centralized digital queuing, ticketing, and call-forward management system shall serve as the operating core of the facility, eliminating heavy vehicle idling on provincial roads and port approaches. Upon entry, the system issues a digital booking credential capturing vehicle registration, chassis number, axle classification, gross vehicle weight, cargo classification, container IDs, destination marine terminal, and designated staging bay.

Port Integration Strategy:

- **Standalone Commissioning at COD:** The system shall be operational on a standalone basis from the Commercial Operations Date, without dependency on third-party systems, managing admission, bay allocation, dwell-time tracking, and manual/automated call-forward.
- **Direct Data Interface with Port Authorities:** Obtaining formal data integration approvals from Karachi Port Trust (KPT) and South Asia Pakistan Terminals (SAPT) is anticipated to require approximately six (6) to eight (8) months. The Concessionaire shall initiate formal engagement with both port authorities no later than three (3) months prior to Full COD. The system architecture must incorporate open APIs and EDI interfaces (EDIFACT / ANSI X12) to synchronize queue positions with port terminal operating systems (TOS), Pakistan Single Window (PSW), and customs systems (WeBOC).

Smart Call-Forward Engine: The platform calculates real-time transit times along the M-10 corridor, releasing queued trucks in metered batches to ensure arrival matches maritime terminal intake capacity, eliminating outside gate queues.

Priority Handling Protocols: The system must incorporate automated business logic to grant priority dispatch for dangerous cargo (IMO / ADR classes), temperature-sensitive perishable consignments (reefers), and critical medical/emergency supplies.

The platform must provide physical automated terminal gate issuance alongside an online pre-booking portal for fleet operators to schedule arrival slots prior to departure.

The system must continuously log operational data (including gate processing duration, waiting dwell time, and turnaround velocities) generating automated data feeds for the Employer.

The queuing and dispatch workflow shall execute the following six-step operational sequence:

Step	Operating Event	Minimum Information Capture & Regulatory Control
1	Pre-Advice and Booking	Fleet dispatcher, cargo owner, or terminal creates job profile with vehicle ID, axle configuration, cargo type, expected readiness, and priority classification
2	Park Admission	ANPR plate scan, RFID validation, physical dimension profiling, safety class, dynamic

		weighbridge capture, bay allocation, and high-precision entry timestamp
3	Readiness Confirmation	System validates customs out-of-charge, gate-in pass, and marine terminal readiness. Delayed consignments remain held in actively managed staging bays
4	Call Forward Dispatch	System generates automated dispatch notice, assigning route and travel slot. Priority algorithms execute for reefer, hazardous, and emergency loads
5	Terminal Gate Validation	Marine terminal gate scans QR dispatch pass, logs vehicle arrival within the travel window, validates transit compliance, and automatically closes the job
6	Performance and Settlement	System calculates dwell duration, transit accuracy, gate adherence, and fees, automatically recording the results in the Ticket Charging System, where they are shown to the Employer in the Employer View

5.3.2. Civil Works, Gate Complexes, and Staging Pavements

Earthworks and Drainage Platform: Comprehensive site clearance, cut-and-fill earthworks, dynamic soil compaction, and subgrade stabilization to establish a stable structural platform across the 400+ acre estate.

Rigid Concrete Pavement Design: Heavy-duty staging aprons, arterial circulation lanes, and inspection bays constructed with high-durability rigid concrete pavement (Pavement Quality Concrete - PQC) designed to AASHTO structural standards, capable of sustaining repetitive loads from multi-axle HTVs up to 58.5 tonnes gross vehicle weight.

Highway Access & Interchange Infrastructure:

- Multi-lane dedicated gate complexes connecting directly to the Northern Bypass (M-10).
- Grade-separated deceleration tapers, acceleration lanes, wide-radius turning loops, and multi-lane inbound queuing reservoirs approved by the National Highway Authority (NHA), dimensioned to ensure that arriving vehicle queues never spill back onto the M-10 carriageway.

Multi-Axle Weighbridges & Inspection Gantries:

- Certified, pitless electronic multi-axle weighbridges capturing gross vehicle and axle-weight profiles dynamically.
- Automated optical dimension profiling (height, width, length), hazardous material detection sensors, and elevated inspection platforms for container seal and safety checks.

Vehicle Mix Structural Design Envelope: Internal roads, turning geometry, and parking bays shall strictly comply with the following structural dimensions across all five standard axle classes:

Axle Config.	Typical Vehicle Type	Max Gross Load	Container Eligibility	Vehicle Dimensions (Typical)	Indicative Staging Area & Manoeuvring Requirement
2 Axle	6-wheeler rigid truck	17.5 t	Generally no; primarily general cargo / rigid	Up to 12.0m x 2.55m	~500 sq ft; standard truck bay, ~12-15m manoeuvring aisle
3 Axle	10-wheeler rigid truck	27.5 t	Generally no; some specialized chassis	Up to 12.0m x 2.55m	~550 sq ft; wider turning area, ~15m manoeuvring aisle
4 Axle	14-wheeler rigid truck	39.5 t	Yes, where fitted with a suitable chassis	Up to 17.4m x 2.55m	~750 sq ft; large turning radius, ~18m manoeuvring aisle, swing clearance
5 Axle	18-wheeler rigid truck	48.5 t to 49.5 t	Yes, standard 20'/40' container chassis	Up to 17.4m x 2.55m	~850 sq ft; dedicated articulated truck circulation, ~18-20m aisle, generous swing
6 Axle	22-wheeler rigid truck	58.5 t	Yes, heavy-duty 20'/40' container chassis	Up to 17.4m x 2.55m	~900 sq ft; maximum swept path, ~20m+ manoeuvring area, wide reverse geometry

(Note: Vehicle dimensions, gross ratings, and staging envelopes represent typical design thresholds and must be verified against detailed engineering designs approved by the Independent Expert.)

5.4. Freight Village & Commercial Real Estate

5.4.1. Driver Welfare & Social Infrastructure

Driver Accommodation Dormitories: Climate-controlled residential dormitories providing clean, hygienic sleeping quarters, beds, fresh linen, and individual lockers capable of accommodating not less than one thousand (1,000) resting drivers and crew simultaneously

(minimum 500 beds completed for issue of the Commercial Operating License for Early Operations).

Industrial Sanitary & Shower Blocks: Dedicated sanitary complexes equipped with pressurized hot and cold water supplies, high-volume shower stalls, hygienic WC cubicles, foot-washing troughs, and commercial laundry facilities.

Dining Facilities: Multiple 24-hour hygienic dining cafeterias, affordable driver canteens, and food courts serving drivers and visitors.

Religious Facilities: A purpose-built central Jamia Mosque and ablution (*Wudhu*) facilities accommodating a congregation of not less than one thousand five hundred (1,500) worshippers simultaneously.

Recreational & Wellness Amenities: Shaded outdoor plazas, driver rest lounges, and an open-air sports/football activity ground.

Emergency Medical Clinic & Pharmacy: A 24-hour on-site primary healthcare clinic and licensed pharmacy staffed by qualified medical personnel, equipped for emergency triage, trauma response, first aid, and supported by a dedicated, on-site emergency response ambulance stationed around the clock.

5.4.2. Vehicle & Commercial Services Hub

Heavy Vehicle Workshop Complex: Multi-bay commercial maintenance workshops equipped with heavy-duty service pits, hydraulic lifting platforms, computerized diagnostics, brake and suspension testing rigs, and structural welding/fabrication machinery.

Tyre Service Centre: Specialized tire sales, automated mounting/demounting machinery, multi-axle laser wheel alignment, dynamic balancing, nitrogen inflation, and vulcanizing bays.

Spare Parts Retail Bazaar: Commercial retail units leased to authorized dealers and OEMs for the sale of truck parts, consumables, batteries, lubricants, and hardware.

Automated Drive-Through Truck Wash: High-throughput drive-through wash bays featuring high-pressure underbody water jets, rotating brush gantries, closed-loop wastewater recycling, and oil-water separators.

Master Retail Fueling Station: Multi-island petroleum dispensing station featuring high-flow commercial diesel dispensers, gasoline pumps, certified Diesel Exhaust Fluid (DEF/AdBlue) storage/dispensing, and engine oil bulk distribution.

Heavy Breakdown Recovery Fleet: On-site deployment of heavy recovery wreckers, mobile service vans, and 50-tonne mobile cranes capable of rapid clearance of immobilized or overturned 6-axle combinations within the terminal and on the M-10 bypass approaches 24 hours a day.

Secured Overnight Staging: Floodlit, perimeter-fenced, CCTV-monitored overnight staging bays providing secure vehicle holding under active security patrol.

5.4.3. Logistics Real Estate, Civic Amenities, and Utilities

Freight Forwarding Suites: Serviced corporate administrative suites and office premises for transport associations, fleet owners, customs clearing agents, freight forwarders, and logistics brokers.

Financial Services: Full-service commercial bank branches, foreign currency exchange kiosks, and 24-hour multi-bank automated teller machines (ATMs).

Accommodation for Government Facilitation Counters: Fully serviced, air-conditioned office accommodation provided free of space rent to enable public sector entities to operate on-site facilitation counters, including:

- Sindh Transport and Mass Transit Department (route permits, vehicle fitness inspections);
- Excise, Taxation & Narcotics Control Department (commercial motor vehicle tax collection);
- Karachi Traffic Police facilitation desk; and
- Sindh Revenue Board (SRB) and Federal Board of Revenue (FBR) facilitation kiosks.

Estate Utilities & Civil Safety Infrastructure:

- *Power Supply & Redundant Generation:* Dedicated high-voltage grid connection, on-site substations, internal underground distribution networks, supplemented by rooftop solar PV installations and synchronized standby diesel generator sets guaranteeing uninterrupted 24/7 power availability.
- *Water Extraction, Treatment & RO Plant:* Deep tubewells, an industrial-scale Reverse Osmosis (RO) water purification plant, subterranean storage reservoirs, and a looped potable water network.
- *Sewerage & Industrial Effluent Treatment:* Underground sanitary drainage lines, centralized septic treatment plants, and dedicated Effluent Treatment Plants (ETP) engineered to treat industrial discharges from wash bays and workshops in strict compliance with Sindh Environmental Quality Standards (SEQS).
- *Stormwater Drainage:* Drainage canal network, retention basins, and culverts engineered against a 50-year storm event to prevent site inundation.
- *Fire Safety & Hydrant System:* Subterranean fire-water reservoirs, electric and diesel-driven fire booster pumps, high-pressure looped hydrant circuits, automated foam deluge systems across fuel zones, assembly points, and unhindered emergency vehicle access routes.
- *Solid & Hazardous Waste Handling:* Designated containment bays, waste segregation cells, and disposal protocols for municipal solid waste and hazardous waste materials (used engine oil, batteries, contaminated lubricants).

5.5. Demand-Led Logistics Real Estate:

- *Warehousing:* Ambient distribution centres and storage warehouses developed on a demand-led basis once anchor tenant demand is secured.

- *Cross-Docking Sheds*: Rapid deconsolidation platforms allowing cargo from port trucks to be cross-loaded directly onto regional distribution fleets bound for the M-9 motorway.
- *Container Storage Yards*: Heavy-duty paved off-dock dry container storage yards equipped with operating aisles for reach stackers and empty container handlers.
- *Optional Cold Chain*: Cold storage, temperature-controlled warehousing, and reefer holding facilities are not part of the mandatory baseline scope; the Concessionaire may elect to provide them at its commercial discretion, subject to applicable regulatory approvals.

6. **Centralized Control System (OCC) & Field Monitoring**

6.1. **Architecture & Functionality:**

The Concessionaire shall, at its own cost and risk, design, procure, install, test, commission, maintain, upgrade, and operate a centralized control system for the Facility (the "**Control System**"). The Control System shall comprise, at a minimum:

- **Operations Control Centre (OCC)**: A permanently manned control room, operational twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year, with real-time monitoring of all gate operations, weighbridge readings, bay occupancy, vehicle movements, fee transactions, and the queuing and call-forward system.
- **Surveillance and Access Control System**: High-definition IP CCTV providing uninterrupted coverage of all entry and exit points, staging aprons, the Freight Village, vehicle and commercial service areas, and the full perimeter of the Site, with continuous recording and a minimum retention period of **ninety (90) days** for all surveillance data. Surveillance data shall not be overwritten, deleted, altered, or disposed of during the retention period without the prior written consent of the Employer.
- **Redundant Communications Backbone**: Physically redundant network connectivity between all gate control points, weighbridges, queuing stations, and the control room, with automatic failover in the event of primary link failure such that no single point of failure in the communications network causes loss of monitoring, data capture, or gate operations.
- **Data Management and Reporting Systems**: Software capable of generating, storing, securing, and transmitting operating and performance data—including vehicle throughput, dwell time, call-forward accuracy, fee calculations, fee collection, complaint records, and weighbridge readings—in such format, frequency, and level of detail as the Employer may reasonably specify in writing, on not less than sixty (60) days' notice of any change that requires the Control System to be modified.

6.2. **Technical Review & Prior Approval:**

The Concessionaire shall submit a detailed design proposal for the Control System (hardware, software, network architecture, data schemas, and security protocols) to the Employer for

prior written approval before procurement. The Employer shall approve the proposal, or give its reasons for withholding approval, within thirty (30) days of receiving it in complete form. No component of the Control System shall be procured, installed, commissioned, modified, upgraded, or replaced without prior written approval, except that a modification, upgrade or replacement that does not change the data schemas, interfaces, security protocols or the data available to the Employer may be made on fourteen (14) days' notice to the Employer. Any unapproved installation shall be at the Concessionaire's sole risk and cost and shall, if directed by the Employer, be removed and replaced forthwith.

6.3. Technology Standards & Open Architecture:

The Control System shall be designed and built using open, non-proprietary protocols and standardized data formats. The Concessionaire shall not adopt any proprietary technology, platform, or vendor-specific architecture that would: (a) prevent or unreasonably impede integration with the systems of Karachi Port Trust, South Asia Pakistan Terminals or Port Qasim Authority; (b) create vendor lock-in for continued operation, maintenance, upgrade, or replacement; or (c) prevent the Employer, an Interim Operator or a substitute concessionaire appointed in accordance with the Concession Agreement from operating, maintaining, upgrading, or replacing the system where it is entitled to do so under the Concession Agreement.

6.4. Employer Access and Audit Rights:

The Concessionaire shall provide the Employer with continuous, real-time, remote read-only access to the Control System (including executive dashboards displaying vehicle throughput, queue status, bay occupancy, fee collection, and KPIs) 24/7/365 at no cost to the Employer, as further provided in the "Employer Desk and Emergency Directions" and "Ticket Charging System: Read-Only Employer Access" provisions below. In the event of any access interruption, the Concessionaire shall notify the Employer forthwith and restore access within four (4) hours, failing which the Employer shall be entitled to station its own personnel at the Employer Desk at the Concessionaire's cost until access is restored. The Employer shall further be entitled, upon 24 hours' written notice (or immediately without notice where fraud or material breach is suspected), to audit and verify all system data, software configurations, security protocols, transaction records, and fee calculations. An audit shall be carried out by observation and by read-only means, with the Concessionaire's staff making any change to a setting that a test requires, so that gate operations are not interrupted and no System Data is altered, and the Employer shall give the Concessionaire a copy of its findings.

6.5. Employer Desk and Emergency Directions:

The Concessionaire shall provide within the OCC, at no cost to the Employer, a dedicated desk with workstations, a secure network connection and secure storage for up to four (4) authorised officers of the Employer at any one time (the "Employer Desk"). The Employer Desk shall have an unobstructed view of the OCC video wall and of the live gate, weighbridge, bay occupancy, queue and alarm displays, and access to the CCTV feeds and the incident log. The Employer's officers may attend the Employer Desk at any time when the OCC is manned, on notice to the OCC supervisor, and shall comply with the Concessionaire's reasonable safety and security rules for the Site.

The Employer Desk is for observation and coordination. The Concessionaire's OCC staff remain in command of the day-to-day operation of the Facility. The Employer's officers shall not operate any gate, barrier, weighbridge, signal, display or system, or give instructions to the Concessionaire's staff, except as provided in the next paragraph, by a written direction under the Regulatory Framework, or during Interim Operation under Clause 9.2.5(7) of the Regulatory Framework.

Where there is an immediate threat to life or public safety, a highway obstruction on the Northern Bypass (M-10), or a lawful order of a court or public authority affecting the Facility (an “Emergency”), the Employer’s duty officer at the Employer Desk may direct the OCC supervisor to close or open a gate, hold or release admission and call-forward, divert vehicles to the staging areas, or clear the access throats and queuing reservoirs, and the Concessionaire shall carry out the direction forthwith. The Employer shall confirm each direction in writing, with its reasons, within twenty-four (24) hours. A direction shall be limited to what is needed to deal with the Emergency and shall lapse when the Emergency ends. The Concessionaire shall not be in breach of the Concession Agreement, and no Performance Charge shall apply, for anything that results directly from carrying out the direction, and the period of the Emergency shall be excluded from the measurement of the KPIs.

Before the Commercial Operating License is first issued, the Concessionaire and the Employer shall agree in writing a joint operating protocol that sets out the categories of incident, the officers of each party who may give and receive directions, the escalation contacts, the communication with the Karachi Traffic Police, Karachi Port Trust, South Asia Pakistan Terminals and Port Qasim Authority, and joint exercises to be held at least twice a year. The Employer shall not unreasonably withhold or delay its agreement. If the protocol is not agreed within thirty (30) days of the Concessionaire’s draft, the Independent Expert shall settle it. The Concessionaire shall keep the protocol current and give the Employer a copy of each revision.

6.6. Ticket Charging System; Read-Only Employer Access:

The Ticket Charging System shall be under the sole operational control of the Concessionaire. The Employer shall have read-only access to it as set out in this provision, and no right to enter, alter, cancel, reverse, waive or delete any ticket, charge, tariff table, payment, record or configuration in it, except during Interim Operation as provided below.

- a) **Reporting Copy.** The Concessionaire shall maintain a continuously updated copy of the Ticket Charging System data (the “Reporting Copy”), hosted separately from the live system, which shall be no more than five (5) minutes behind the live records. The Employer shall have access to the Reporting Copy, and not to the live system, through a read-only user role (the “Employer View”).
- b) **Content.** The Employer View shall allow the Employer to see, search, filter and export in reports each ticket, charge and payment, the gate, weighbridge and queue records, the daily and monthly throughput and fee totals used for the Monthly Concession Fee, each waiver, refund, cancellation and correction with its reason, and the audit trail. The Concessionaire shall mask driver identity information in the Employer View and shall unmask it within twenty-four (24) hours of a written request from the Employer that states an audit, investigation or complaint purpose.
- c) **No change.** The Employer View shall not allow the Employer to create, edit, cancel, reverse, waive, refund or delete any record, or to change any tariff table, user account, setting or log. The Employer shall not be given administrator, write or database credentials for the live system or the Reporting Copy, and shall not connect any device or software to the Ticket Charging System other than through the Employer View.
- d) **Security.** Access shall be through named user accounts, not more than ten (10) at any time, protected by multi-factor authentication over an encrypted connection. The Employer shall tell the Concessionaire when an account holder leaves its service, and the Concessionaire shall close the account within twenty-four (24) hours. The Concessionaire shall log every access and give the Employer a copy of the log of its users on request. The Concessionaire may set reasonable limits on the size and frequency of exports so that the

live system is not affected, and may suspend an account at once where it reasonably believes that the account has been compromised or is affecting the Ticket Charging System, in which case it shall tell the Employer forthwith and restore access within twenty-four (24) hours of the cause being removed.

- e) **Use of data.** The Employer shall use the data it sees in the Employer View only for its functions under the Act, the Regulatory Framework and the Concession Agreement, shall keep it confidential, and shall not disclose it except to the Independent Expert and to auditors and advisers who are bound by a duty of confidence, or as the law requires.
- f) **Availability.** The Reporting Copy shall meet the availability standard in the “System Availability and Business Continuity” provision of this Annexure. An interruption of the Employer View that is caused by the Employer, its equipment or its network connection is not a failure of the Concessionaire. The Concessionaire shall not be responsible for any interruption, loss or inaccuracy in the Control System that results from an act of the Employer or its officers in breach of this provision.

6.7. Data Integrity and Discrepancies:

No record in the Ticket Charging System shall be deleted or overwritten. The Concessionaire may correct a record only by a reversing or adjusting entry that shows the original record, the reason, the authorised user and the time. The audit trail shall be kept for the Concession Period and protected against alteration.

If the Employer believes that a record or total in the Employer View is wrong, it shall give the Concessionaire a written notice that identifies the record and the reason (a “Discrepancy Notice”). The Concessionaire shall investigate and reply in writing within seven (7) days. If the discrepancy is not resolved within fourteen (14) days of the Discrepancy Notice, either party may refer it to the Independent Expert, who shall decide it within fourteen (14) days after hearing both parties. Until it is resolved, the Monthly Concession Fee shall be calculated on the figures in the Ticket Charging System and no Performance Charge shall be applied on the basis of the disputed record. Any difference shall be adjusted in the next Monthly Concession Fee billing after the decision.

During Interim Operation the Employer or the Interim Operator may use the administrator credentials delivered under the “Continuity and Interim Operation Readiness” provision of this Annexure, but only for the functions taken over and only for the period of Interim Operation. It shall record every change it makes, and shall return the credentials on hand-back, when the Concessionaire may reset them.

6.8. System Availability and Business Continuity:

The Control System shall maintain an availability of not less than **ninety-eight point five percent (98.5%)** measured on a calendar month basis, excluding planned maintenance windows approved in advance by the Employer (not exceeding 4 hours during off-peak periods). In the event of complete or partial system failure, the Concessionaire shall restore the system to full capability within **four (4) hours**. During outages, the Concessionaire shall implement approved manual fallback procedures to ensure that gate operations, vehicle admission, fee collection, and queue management continue without interruption.

6.9. Data Ownership:

All transactional, operational, and surveillance data generated by or through the Control System (including entry/exit logs, number-plate captures, weighbridge readings, fee calculations, fee collection records, call-forward logs, queue records, dwell-time records,

complaint records, surveillance recordings, and audit trails, collectively, the "**System Data**") shall be and remain the property of the Employer, except for the Concessionaire's own financial, accounting, tax and commercial records and its contracts with users and suppliers ("Concessionaire Data"), which remain its property. The Concessionaire holds a non-exclusive licence to use the System Data for the Concession Period for performing its obligations and exercising its rights under the Concession Agreement, which ends on expiry or termination of the Concession Agreement (or, as to the functions taken over, during Interim Operation). It may keep copies of the System Data for accounting, tax, audit, insurance, legal and dispute purposes, and shall not disclose, sell or commercialise any System Data without the Employer's prior written consent, except to its Lenders, auditors, insurers and professional advisers under a duty of confidence or as the law requires. Upon contract expiry or termination, the Concessionaire shall deliver all System Data in an open, machine-readable format to the Employer within thirty (30) days and certify the permanent deletion of all retained copies, other than copies that it is required by law to keep, which it shall keep confidential and use only for that purpose.

Continuity and Interim Operation Readiness: The Concessionaire shall keep current the operating manuals, system documentation and administrator credentials needed to operate the gate complexes, weighbridges, staging aprons and Control System, and shall deliver them to the Employer within four (4) hours of a notice under Clause 9.2.5(7) of the Regulatory Framework. The Concessionaire shall also ensure that the settlement of user charges can be redirected to the Escrow Account within twenty-four (24) hours of a Suspension Notice.

7. **Terminal Operating KPIs, Performance Charges & Super-Performance Rebate**

Operational standards are governed by financial accountability. Key Performance Indicators (KPIs) and nominal Performance Charges focus strictly on the truck terminal, staging stand, gate efficiency, corridor safety, and direct support services. Each KPI measures one or more of the Service Standards in Appendix D-1 and is measured in accordance with the "KPI Measurement Rules" provision of this Annexure. Performance Charges are nominal and are payable only as stated below:

7.1. **Key Performance Indicators (KPIs)**

Ref.	Operational Domain	Performance Benchmark	Cure Window	Performance Charge
KPI 1	M-10 Anti-Spillback & Queuing (Service Standard 5)	(a) Zero (0) Queue Spillback. A "Queue Spillback" is a queue of trucks waiting to enter the Facility that extends onto a through lane of the M-10 carriageway and remains there for more than five (5) continuous minutes, as recorded by the CCTV at the access throat or in a report of the Karachi Traffic Police. (b) At least 90% of the trucks that arrive in the month and present the	(a) One (1) hour from the start of the Queue Spillback, to activate the overflow reservoir and clear the carriageway. (b) None (monthly measure).	(a) PKR 10,000 for each Queue Spillback that is not cleared within the cure window. PKR 25,000 for each day on which a Queue Spillback continues for more than two (2) continuous hours, in place of the PKR 10,000. (b) No Performance Charge. The Employer may issue a Non-

		documents required for entry are cleared into the holding reservoir within fifteen (15) minutes of their first ANPR capture at the entry lane.		Compliance Notice.
KPI 2	Weighbridge & ANPR Gate Availability (Service Standard 7)	(a) No weighbridge or ANPR barrier lane is unserviceable for more than four (4) continuous hours, other than during planned maintenance approved in advance by the Employer. (b) Each weighbridge and each ANPR barrier lane is serviceable for at least 98% of the hours in the month. A weighbridge whose verification or calibration certificate has expired is unserviceable.	(a) Four (4) hours from the start of the failure. (b) None (monthly measure).	(a) PKR 5,000 for each day, or part of a day, on which a weighbridge or lane remains unserviceable after the cure window. (b) No Performance Charge. The Employer may issue a Non-Compliance Notice.
KPI 3	Unrestricted Public Open Access (Service Standard 1)	Zero (0) verified Incidents. Every roadworthy HTV that has paid or offered to pay the published tariff is admitted on the same terms, in order of booking or arrival, while serviceable bay capacity exists. A delay to a vehicle caused by priority given to an affiliated fleet is a delay for the purposes of the definition of "Arbitrary Refusal".	Immediate	PKR 20,000 per Verified Incident. <i>Note: Suspension and cancellation for refusals of access are dealt with in the "Common-User Obligation & Unrestricted Public Open Access" section of this Annexure.</i>
KPI 4	QTCFS & OCC Telemetry Link (Service Standard 9)	(a) No outage or delay in the Reporting Copy (more than five (5) minutes behind the live records) or in the data link to the Employer Desk lasts more than four (4) continuous hours. (b) The QTCFS queuing engine and the Ticket Charging System are available for at least 98.5%	(a) Four (4) hours from the start of the outage. (b) None (monthly measure).	(a) PKR 7,500 for each day, or part of a day, on which an outage remains unremedied after the cure window, other than an outage caused by the Employer, its equipment or its network connection. (b) No Performance

		of the hours in the month.		Charge. The Employer may issue a Non-Compliance Notice.
KPI 5	Driver Stay & Welfare Infrastructure (Service Standards 2 and 3)	(a) Dormitories and sanitary blocks: at least 90% of the beds, toilets and showers required at that stage are usable, running potable water is available, and each sanitary block is cleaned at least once every eight (8) hours and the cleaning is logged. (b) Clinic: a qualified medical doctor is on duty and an ambulance is on site, 24 hours a day.	(a) 12 hours (Dormitories and Sanitary Blocks); 6 hours where there is no running water. (b) 2 hours (Clinic).	(a) PKR 5,000 for each day, or part of a day, on which a dormitory or sanitary block is unserviceable after the cure window. A dormitory or block is unserviceable if fewer than 90% of its beds or fixtures are usable, if it has no running water, or if it has not been cleaned as logged. (b) PKR 10,000 for each day, or part of a day, on which the clinic has no doctor on duty or no ambulance on site after the cure window.
KPI 6	Staging Apron Swept Path Safety (Service Standard 6)	The staging aprons, circulation lanes and inspection bays have none of the following: (a) a pavement defect deeper than fifty (50) millimetres, or a broken slab with a loose edge; (b) an uncontained spill of fuel, oil or chemicals; or (c) a disabled, abandoned or unattended truck or trailer that blocks a circulation lane.	6 hours to make the defect safe, clear the spill or remove the obstruction. A pavement defect shall be permanently repaired within thirty (30) days.	PKR 3,000 for each occurrence, for each day or part of a day after the cure window, until it is made safe or cleared. A pavement defect that has been made safe but is not permanently repaired within thirty (30) days is a new occurrence.
KPI 7	Heavy Breakdown Wrecker Mobilization (Service Standard 5)	At least one (1) heavy wrecker is on site at all times, and it is at the scene of a disabled or overturned truck within forty-five (45) minutes of the call being logged in the Operations Control Centre or received from the Karachi Traffic	45 minutes	PKR 5,000 for each hour, or part of an hour, by which the wrecker arrives later than forty-five (45) minutes.

		Police. This applies within the Facility, the access throats and the queuing reservoirs, and on the M-10 within two (2) kilometres of the Facility's access junction.		
KPI 8	Complaint Handling (Service Standard 10)	At least 95% of the complaints logged in the month are acknowledged within twenty-four (24) hours, and at least 90% are resolved, with the complainant told the outcome, within seven (7) days. A complaint is a complaint about charges, access, service quality, safety or conduct that is logged on the complaints portal, online or on site. A duplicate complaint is counted once.	None (monthly measure)	No Performance Charge. The Employer may issue a Non-Compliance Notice.
KPI 9	Statutory Compliance (Service Standards 3, 4 and 8)	(a) Each approval, licence and certificate that Applicable Laws require for the operation of the Facility, and that is listed in the Statutory Approvals & Inter-Agency Coordination Matrix of this Annexure, is valid, or its renewal has been applied for before expiry and is pending with the authority. (b) Each laboratory test required by Applicable Laws or by the approval of the Sindh Environmental Protection Agency, and the quarterly drinking water test, is carried out on time and meets the limits in the Sindh Environmental Quality Standards or the Pakistan National Drinking Water Quality Standards, as applicable.	(a) 30 days from expiry. (b) 7 days from the failed result or from the date the test was due. (c) 30 days from the date the audit was due, and 90 days from the audit report for closing a high-risk finding.	PKR 5,000 for each day, or part of a day, after the cure window, until the approval is renewed, the test is passed, the audit is carried out or the finding is closed.

		(c) The annual fire safety audit is carried out on time and each high-risk finding in it is closed.		
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7.2. KPI Measurement Rules

Event Measures and Monthly Measures: A measure in the KPI table is either an event measure or a monthly measure. An event measure applies to each failure when it happens. It has a cure window, and a Performance Charge is payable only for a failure that is not remedied within the cure window. A monthly measure is assessed over the calendar month. It has no cure window and no Performance Charge, and where it is not met the Employer may issue a Non-Compliance Notice.

Cure Window: The cure window runs from the time at which the failure is recorded in the Control System or the incident log, or notified to the Concessionaire, whichever is earlier.

Data and Evidence: The Independent Expert shall measure each KPI from the records of the Control System, the weighbridges, the CCTV and the incident log, from reports of the Karachi Traffic Police where the KPI refers to them, and from inspections. The Concessionaire shall give the Independent Expert read-only access to those records, which are conclusive unless there is a manifest error. The Independent Expert shall give the Concessionaire a copy of each monthly KPI report. The Concessionaire may dispute a result within fourteen (14) days of receiving it, and the dispute shall be decided under Clause 9.2.10(3) of the Regulatory Framework.

Exclusions: A failure is excluded from the measurement of a KPI, and no Performance Charge applies to it, to the extent that it is caused by:

- a) an Emergency or a direction given under the “Employer Desk and Emergency Directions” provision of this Annexure;
- b) an act or omission of the Employer or of a public authority, including a suspension of call-forward by the port authorities, a closure of the M-10 or of the port gates, or a failure of the Employer’s equipment or network connection;
- c) force majeure as defined in the Concession Agreement;
- d) planned maintenance approved in advance by the Employer; or
- e) a strike, protest or blockade outside the Facility that the Concessionaire could not reasonably have prevented. An excluded period is left out of the calculation of each monthly measure.

Stabilisation Period: Each KPI is measured and reported from the date on which it first applies, but for the first ninety (90) days after that date, other than for KPI 3, no Performance Charge is payable and no Non-Compliance Notice may be issued for it (the “Stabilisation Period”). This does not limit a direction in an Emergency or the exercise of Interim Operation under Clauses 9.2.5(7) and 9.2.5(8) of the Regulatory Framework.

One Failure, One Charge: Where the same event fails more than one KPI, the Performance Charge is the highest of the charges that apply to it and not the total of them.

Monthly Limit: The Performance Charges for any calendar month shall not exceed two percent (2%) of the Monthly Concession Fee for that month. This limit does not affect the Employer's rights under the "Recovery of Costs", "Suspension and Interim Operation" and "Persistent Non-Compliance" paragraphs of the KPI Performance Mechanism.

Review: The thresholds, definitions and measurement methods of the KPIs are reviewed after the first twelve (12) months and at each three-yearly review in accordance with Clause 9.2.7(2) of the Regulatory Framework.

7.3. KPI Performance Mechanism

Monitoring: Compliance shall be audited monthly by the Independent Expert based on automated OCC logs, CCTV feeds, weighbridge logs, Karachi Traffic Police reports, physical site inspections at least once every two (2) weeks.

Payment: Accrued Performance Charges shall be certified monthly by the Independent Expert and remitted by the Concessionaire concurrently with the Monthly Concession Fee within fifteen (15) calendar days following month-end. If a Performance Charge is not paid within that period, the Employer may give the Concessionaire seven (7) days' notice to pay it and, if it is still unpaid, may recover it from the Performance Security pursuant to ITB 32.

Nature of Performance Charges: The Performance Charges are a reasonable estimate of the Employer's administrative, monitoring and remedial cost of each failure, and are not a penalty.

Non-Compliance Notice: Where a failure to meet an event measure is not remedied within the cure window stated in the KPI table, or a monthly measure is not met in a month, the Employer may, within sixty (60) days after the end of the month in which the failure occurred, issue a written notice identifying the failure (a "Non-Compliance Notice").

Remedial Plan: Within seven (7) days of a Non-Compliance Notice, the Concessionaire shall submit to the Employer a plan stating the actions to be taken and the dates by which they will be completed, and shall implement the plan once approved by the Employer.

Recovery of Costs: In addition to Performance Charges, where the Employer exercises Interim Operation, or otherwise acts at the Facility to protect corridor safety or public access, the Concessionaire shall reimburse the reasonable costs incurred, supported by records, within thirty (30) days of written demand. If it does not, the Employer may draw on the Performance Security in accordance with ITB 32.

Suspension and Interim Operation: A failure to meet a KPI does not by itself suspend the Operating License. A failure under KPI 3 is dealt with under the "Common-User Obligation & Unrestricted Public Open Access" section of this Annexure. Where a failure under KPI 1 results in highway obstruction exceeding two (2) continuous hours that the Concessionaire has not cleared, or any failure creates an immediate threat to public safety that the Concessionaire has not addressed after being directed to do so, the Employer may exercise Interim Operation under Clauses 9.2.5(7) and 9.2.5(8) of the Regulatory Framework.

Persistent Non-Compliance: Non-Compliance Notices for the same KPI in three (3) consecutive months or in any four (4) months in a rolling twelve (12) month period, or a failure to implement an approved Remedial Plan, constitute a Material Default. The Employer may then give a notice of termination, and if the default is not remedied within sixty (60) days of the notice it becomes a Concessionaire Event of Default.

7.4. Calibrated Super-Performance Rebate (Incentive Mechanism)

Baseline compliance with KPIs is the Concessionaire's contractual duty and earns no financial bonus. However, to incentivize operational excellence and corridor safety, the Concessionaire shall earn a Super-Performance Rebate equivalent to five percent (5.0%) of the gross Monthly Concession Fee for each month in any completed quarter where the Independent Expert certifies that the Concessionaire has achieved all of the following benchmarks for three (3) consecutive months:

- **System Excellence:** Achieved $\geq 99\%$ operational availability across all automated weighbridges, ANPR gate barriers and the QTCFS queuing server core, measured as in KPI 2 and KPI 4;
- **Corridor Protection:** Maintained zero (0) Queue Spillbacks onto the Northern Bypass (M-10) carriageway (KPI 1);
- **Flawless Open Access:** Zero (0) verified Incidents (KPI 3);
- **Driver Welfare Standards:** Maintained at least 95% of the required beds, toilets and showers usable at every inspection by the Independent Expert, and no Performance Charge under KPI 5; and
- **Continuous Telemetry:** Zero interruptions, other than those caused by the Employer or its network connection, in real-time data streaming to the Employer Desk and the Employer View (KPI 4).

Settlement: Where certified, the 5% rebate shall be credited against the Concessionaire's Monthly Concession Fee billing in the first month of the succeeding quarter.

8. Statutory Approvals & Inter-Agency Coordination Matrix

The Concessionaire shall be exclusively responsible for obtaining and maintaining all required statutory approvals, permits, and clearances under Applicable Laws. The Employer shall provide administrative facilitation in coordinating with the following regulatory bodies:

Statutory Authority / Agency	Key Approval / Permitting Scope	Nature of Consent & Facilitation Requirement	Concession Phase & Risk Category
Sindh Environmental Protection Agency (SEPA)	Environmental Clearance	Issuance of Initial Environmental Examination (IEE) / Environmental Impact Assessment (EIA) NOC. Baseline air quality, soil, and wastewater run-off clearance. Periodic environmental audit compliance under Sindh Environmental Quality Standards (SEQS). Licence under the Sindh Hazardous Substances Rules, 2014 for the handling	Condition Precedent (CP) to Construction <i>(Statutory/Environmental Risk)</i>

		and storage of hazardous substances, where those Rules require it.	
National Highway Authority (NHA)	Highway Access & Interchange Works	Highway access permits and Right-of-Way (ROW) connectivity. Structural sanction for grade-separated interchange / flyover / loop tie-ins on M-10. Approval and geometric clearance for acceleration/deceleration auxiliary lanes. Weighbridge calibration harmonization with national axle-load limit regimes.	Condition Precedent to Groundbreaking <i>(Interface & Traffic Engineering Risk)</i>
Karachi Port Trust (KPT)	Port Telemetry & Digital Integration and South Asia Pakistan Terminals (SAPT)	Institutional facilitation for Electronic Data Interchange (EDI) connectivity. Real-time terminal operating system (TOS) API integration. Enforcement of synchronized call-forward and digital queuing protocols to regulate port-bound container traffic.	Pre-Operations / Commissioning <i>(Off-Take & Operational Integration Risk)</i>
Department of Explosives / OGRA / Oil Marketing Companies (OMCs)	Fuel Depot & Hazardous Materials Licensing	Storage licenses for Class A, B, and C petroleum products. Blast-radius containment and layout clearance for the 200-truck hazardous cargo bay. Retail fuel dispensing station operating licenses and OMC franchise agreements.	Commercial Commissioning <i>(Hazardous Operations & Safety Risk)</i>
Civil Defense & Municipal Fire Services	Life Safety & Structural Sanctions	Building plan and structural master plan life-safety sanctions. Dedicated fire-water storage reservoir sizing and pressurized hydrant network approvals.	EPC Completion / Annual O&M Renewal <i>(Compliance & Operational Licensing Risk)</i>

		Annual fire prevention, hazardous containment, and life-safety compliance certifications.	
Utility Providers <i>(K-Electric, SSGC, KW&SC, Telcos)</i>	Primary Utility Off-Takes & Grid Tie-Ins	K-Electric: High-voltage (11kV/132kV) dedicated feeder interconnection, on-site sub-station land lease, and load energization sanction. SSGC: Natural gas connection for auxiliary estate heating/power (if required). KW&SC: Industrial/potable bulk water supply sanction and deep tubewell abstraction permits. Telecoms: Dedicated dark fiber ROW access for OCC/QTCFS transmission redundancy.	EPC / Commercial Operations Date (COD) <i>(Utility Interconnection & Redundancy Risk)</i>

9. Licensing and Regulatory Regime

9.1. Operating License Issuance and Term

The Commercial Operating License will be issued by the Employer subject to compliance with all applicable regulations and notifications issued by the Employer from time to time. This licence shall be valid for the Concession Period, subject to three-yearly reviews under Clause 9.2.5(2) of the Regulatory Framework.

9.2. Regulatory Framework:

The Facility shall be licensed, regulated, and operated in accordance with this Regulatory Framework (Clause 9.2 of Annexure D), together with any statutory regulations and notifications issued for the Facility under the Sindh Mass Transit Authority Act, 2014 (the "Act"), as amended in accordance with Clause 9.2.11. The Regulatory Framework consolidates the regulatory provisions of Annexure D and supplements those set out elsewhere. Where it refers to a provision of Annexure D or of the ITB, that provision continues to apply.

9.2.1. Statutory Mandate and Jurisdiction

1. The Employer licenses and regulates the Facility under Section 6(2) of the Act, which empowers it, inter alia, to regulate mass transit systems and their infrastructure, grant licences and concessions on such terms as it may prescribe, determine, levy, and regulate charges, direct any person to desist from operating a competing system, and enforce penalties. The Facility is a mode of mass transit notified by the Employer for the purposes of Section 2(r) of the Act. The Employer's powers under this Regulatory Framework to

direct the Concessionaire, monitor the Facility, suspend or cancel the License, and intervene at the Facility are conditions of the License granted under Section 6(2) of the Act and rights under the Concession Agreement, which the Concessionaire accepts.

2. The Employer's regulatory functions extend to the Facility, the Control System, and System Data, and, for the purposes of Clause 2.6 of Annexure D, the Exclusivity Zone. At the access throats, acceleration and deceleration lanes, and inbound queuing reservoirs connecting the Facility to the M-10, regulatory oversight extends to queue management and spillback prevention, without prejudice to the statutory jurisdiction of the National Highway Authority.
3. The Employer shall record each regulatory decision under this Regulatory Framework in writing, stating reasons. The Concessionaire may request the Secretary, Transport and Mass Transit Department, Government of Sindh, to review a decision within thirty (30) days of receipt, and the Secretary shall decide the review within sixty (60) days after hearing both parties. The decision under review shall remain in effect unless the Secretary directs otherwise; the Concessionaire may apply for interim relief pending review, which the Secretary shall decide within seven (7) days. This provision does not limit the Concessionaire's right under Section 31 of the Act to appeal to the High Court of Sindh, nor its rights under Clause 9.2.10(3) in respect of contractual disputes arising under the Concession Agreement.
4. The Independent Engineer and the Independent Expert shall hold no financial or commercial interest in the Concessionaire, its shareholders, or its contractors, and shall formally disclose any potential conflict of interest to the Employer upon appointment and throughout their engagement.

9.2.2. Open Access and Anti-Cartelisation

1. The provisions of Section 5.2 of Annexure D (Common-User Obligation & Unrestricted Public Open Access), including its notice, suspension, and cancellation provisions, apply to the Facility at all times. In addition, the Concessionaire, its affiliates, and its subcontractors shall not:
 - a) Enter into any agreement or arrangement with a transport operator, broker, or association that allocates queue positions, call-forward slots, or parking bays other than through the QTCFS, or that fixes or coordinates user charges;
 - b) Levy any Terminal User Charge that is not included in the published tariff ceiling; or
 - c) Require the use of any specific broker, agent, or vendor as a condition of terminal entry.
2. Bays or subscriptions offered to commercial fleets shall be made available on uniform published terms, shall reserve parking capacity only, and shall not confer any priority in automated queuing or call-forward dispatch.
3. Prior to issuance of the Commercial Operating License and annually thereafter, the Concessionaire shall submit a statutory disclosure to the Employer detailing any shareholding, management, or commercial affiliation between itself (or its shareholders) and any transport operator, freight broker, or logistics user utilizing the Facility.

4. The Employer reserves the right to refer any anti-competitive conduct, collusive pricing, or abuse of dominant position observed at the Facility directly to the Competition Commission of Pakistan under the Competition Act, 2010.

9.2.3. Market Exclusivity

1. The market exclusivity granted to the Concessionaire, its duration, and the Right of First Refusal (ROFR) governing capacity expansion are set out in ITB 1.4 and Clause 2.6 of Annexure D. The Employer shall enforce that exclusivity through its statutory licensing powers under the Act, and shall recommend to the Government of Sindh, via the Coordination Committee established under Clause 9.2.8(3), that no other provincial department, local government, development authority, or municipal body sanctions or allots land for a competing facility within the Exclusivity Zone.
2. The exclusivity granted under ITB 1.4 and Clause 2.6 of Annexure D shall strictly exclude:
 - a) Truck stands, terminals, and staging yards operating lawfully prior to the Effective Date, including the renewal of their operations on existing sites;
 - b) Pre-gate and staging holding areas located within port statutory limits operated by or for Karachi Port Trust, Port Qasim Authority, or marine terminal operators;
 - c) Dedicated facilities handling crude oil, POL tankers, and specialized cargo that the Facility is not engineered to accommodate; or
 - d) Temporary traffic containment measures enacted by the Employer during an Emergency.

9.2.4. User Charges and Concession Fee

1. Terminal User Charges are governed by ITB 10.3(a) and Section 2.4 of Annexure D. Terminal User Charges shall not exceed the Maximum Permissible Terminal Exit Tariff established in the Baseline Commercial Tariff Schedule (Section 2.7 of Annexure D), which the Employer determines, indexes, and revises in accordance with Clauses 9.2.4(2) through 9.2.4(5). The Employer shall not cap, fix, or regulate rents, prices, or fees for Other Commercial Activities, save for driver welfare amenities specified in the Concession Agreement.
2. Prior to revising the Maximum Permissible Terminal Exit Tariff or directing any adjustment to Terminal User Charges, the Employer shall issue written notice specifying its proposed determination and rationale, consider representations from the Concessionaire submitted within thirty (30) days, and render a final determination within a further thirty (30) days. Tariff adjustments shall take effect on a date specified in the determination, not less than thirty (30) days following issuance. In determining tariff revisions, the Employer shall balance the affordability of freight operators, efficient operating costs, indexation of the Throughput Concession Fee, a fair commercial return on private capital investment, and prevailing market rates at comparable facilities.
3. In addition to ad-hoc reviews, the Employer shall conduct a comprehensive review of Terminal User Charges and the Maximum Permissible Terminal Exit Tariff every three

(3) years, aligned with the triennial indexation of the Throughput Concession Fee under ITB 10.3(c), utilizing audited separate terminal accounts and KPI performance records. The Concessionaire may submit a formal revision proposal with supporting market benchmarking data not less than ninety (90) days prior to the triennial review milestone.

4. On 1 July of each operational year, the entry, dwell, and management components of the Maximum Permissible Terminal Exit Tariff shall be adjusted by the percentage change in the National Consumer Price Index (NCPI) published by the Pakistan Bureau of Statistics over the preceding twelve (12) months. When the Throughput Concession Fee increases under Section 2.4 of Annexure D, the entry component shall increase concurrently by the exact amount of the fee increment per vehicle. The Concessionaire shall publish adjusted tariff schedules, and the Employer shall formally confirm them, at least thirty (30) days prior to enforcement.
5. The Concessionaire may apply for an extraordinary tariff review if a change in law, force majeure, or external event increases the efficient cost of providing terminal services by more than fifteen percent (15%). The Employer shall decide such application within sixty (60) days.
6. Any charge collected in violation of this Regulatory Framework or Section 2.4 of Annexure D shall be refunded to the affected user within seven (7) days of a complaint being upheld. Sales tax on services and statutory levies shall be itemized separately on each issued receipt.
7. The Concessionaire bears all volume, traffic, and revenue risk. The Employer provides zero revenue or throughput guarantees.

9.2.5. Operating License Lifecycle, Suspension and Intervention

1. No person or entity shall operate the Facility, admit commercial vehicles for staging, or collect user tariffs except under a valid Commercial Operating License issued by the Employer. Tariff collection prior to license issuance constitutes an immediate Material Default.
2. The Commercial Operating License shall be issued and may be suspended pursuant to Section 2.5 of Annexure D and Clause 9.2.5(5). The License remains valid for the Concession Period, is personal to the Concessionaire, and shall not be assigned, transferred, or encumbered. The Employer shall inspect and review license compliance triennially, concurrently with the tariff review under Clause 9.2.4(3).
3. The Employer shall apply the least intrusive enforcement measure required to remedy non-compliance. In addition to contractual notices and Performance Charges under Section 7 of Annexure D, enforcement remedies comprise: written compliance directives; on-site inspection under Section 6.4 of Annexure D; License suspension under Clause 9.2.5(5); Interim Operation under Clauses 9.2.5(7) and 9.2.5(8); and License revocation under Clause 9.2.5(4). Intervention rights arise strictly under the Concession Agreement and License conditions, conveying no proprietary ownership in the land or physical structures.
4. The Employer may revoke the License upon cancellation under Section 5.2 of Annexure D (Open Access Breach), upon a Concessionaire Event of Default following development

suspension under Section 2.5 of Annexure D (180-Day Delay), upon Persistent Non-Compliance under Section 7.3 of Annexure D, or upon termination of the Concession Agreement for default. Revocation is strictly subject to the Lender cure protections in Clause 9.2.5(6). Upon termination or revocation, System Data shall be delivered in accordance with Section 6.9 of Annexure D.

5. Suspension of the License takes effect upon delivery of a formal written notice (a "Suspension Notice") specifying the breach, evidence relied upon, and required remedial actions. Suspension does not close the Facility to freight traffic. During suspension:
 - a) The Facility shall remain open and operational, managed either by the Concessionaire or by an Interim Operator appointed under Clause 9.2.5(7);
 - b) All user revenues and tariffs collected at the Facility shall be deposited directly into an Escrow Account opened with an Acceptable Bank under an Escrow Agreement executed among the Employer, the Concessionaire, and Lenders; the Concessionaire shall have no right to retain gross proceeds;
 - c) The Concessionaire remains fully liable to pay the Monthly Concession Fee under ITB 10.3(d) at the applicable Benchmark Volume Floor;
 - d) Escrow funds shall be disbursed monthly in the following strict priority: (i) Employer's costs of Interim Operation; (ii) Monthly Concession Fees and accrued Performance Charges; (iii) verified essential O&M costs certified by the Independent Expert; and (iv) costs of rectifying the underlying default, with any surplus held in escrow until suspension is lifted; and
 - e) The Concessionaire shall retain unhindered site access to execute remedial works. The Employer shall lift the suspension within twenty-four (24) hours of the default being remedied, as certified by the Independent Engineer or Independent Expert, and release the remaining escrow balance to the Concessionaire.
6. The Concessionaire shall notify the Employer in writing of each institutional Lender providing debt financing. The Employer shall copy Lenders on any Suspension Notice, notice of Interim Operation, default notice, or termination notice. A Lender may remedy the default within the period afforded to the Concessionaire. Upon written notice of intent to cure from a Lender, the Employer shall extend the cure window by up to ninety (90) days and freeze termination proceedings. During this period, the Lender may nominate a substitute concessionaire, subject to Employer approval (not to be unreasonably withheld).
7. The Employer may assume temporary operational control of the gate complexes, weighbridges, staging aprons, and Control System ("Interim Operation") only where:
 - a) Open access is not restored within twenty-four (24) hours of notice under Section 5.2 of Annexure D;
 - b) A Queue Spillback under KPI 1 causes highway blockage exceeding two (2) continuous hours that the Concessionaire fails to clear;

- c) The Concessionaire abandons or ceases facility operations for seventy-two (72) consecutive hours (excluding Force Majeure); or
- d) An acute threat to public safety exists which the Concessionaire neglects to address following formal direction.

The Employer shall issue written notice specifying the functions assumed and notify Lenders immediately. Interim Operation may be executed directly by the Employer or through an appointed Interim Operator.

- 8. During Interim Operation, the Concessionaire shall provide full site access, deliver operating documentation and administrator credentials under Section 6.9 of Annexure D within four (4) hours, and refrain from obstruction. Interim Operation shall be strictly limited in scope and duration to remedying the underlying failure, shall terminate within thirty (30) days unless extended, and shall never exceed ninety (90) cumulative days. If the default continues unremedied at the expiration of ninety (90) days, the Employer may declare a Concessionaire Event of Default, subject to Lender rights under Clause 9.2.5(6). Interim operational costs incurred by the Employer are recoverable under Clause 9.2.5(5)(d) or the Performance Security. Hand-back shall occur within twenty-four (24) hours of verified cure.

9.2.6. Monitoring, Reporting and Data

- 1. The provisions of Section 6 of Annexure D governing OCC monitoring, read-only Employer View, data integrity, business continuity, and data ownership apply in full. The Employer shall use system data solely for statutory and contract monitoring functions. The Concessionaire shall maintain non-surveillance System Data for the 25-year Term and enforce strict data privacy controls over driver and fleet information.
- 2. The Concessionaire shall submit monthly operational reports within ten (10) days of each calendar month-end, detailing vehicle throughput, average dwell times, call-forward dispatch durations, KPI compliance records, Performance Charges, incident registers, and Monthly Concession Fee reconciliations.

9.2.7. Service Standards, KPIs and Enforcement

- 1. Operating standards set forth in Section 7 of Annexure D and Appendix D-1 represent mandatory minimums. Performance Charges are administrative cost-recovery assessments and not penalties.
- 2. Within sixty (60) days following the initial twelve (12) months of licensed operations, the Employer and the Concessionaire shall review each KPI against empirical data and adjust thresholds, definitions, or testing rules to ensure they remain objective and achievable. Failing agreement within sixty (60) days, the Independent Expert shall decide adjustments. Such reviews shall not increase base Performance Charges, except for NCPI indexation under Clause 9.2.7(3). At each triennial review under Clause 9.2.4(3), the Employer may update benchmarks or introduce new indicators on 180 days' prior notice. Commercial impacts of revised KPIs shall be addressed under Clause 9.2.11(2).
- 3. On 1 July of each year, each Performance Charge shall be adjusted by the percentage change applied to user tariffs under Clause 9.2.4(4).

4. Any non-compliance with this Regulatory Framework not covered by a specific KPI constitutes a "Regulatory Breach." The Employer shall issue a written Non-Compliance Notice allowing a minimum of seven (7) days to remedy. The remedial plan, cost recovery, and persistent default procedures of Section 7.3 of Annexure D apply in full. Tariffs collected in breach shall be refunded under Clause 9.2.4(6).
5. The Concessionaire remains subject to statutory penalties under the Act. A contractual Performance Charge paid for an operational failure shall be credited against any statutory penalty levied for the identical incident.
6. The Concessionaire shall construct, commission, and maintain each Mandatory Service listed in Section 5.1 of Annexure D throughout the Concession Period.
7. The Concessionaire shall not close, suspend, or reduce any Mandatory Service without prior written approval of the Employer.
8. Failure to provide or maintain a Mandatory Service constitutes a Regulatory Breach. The Independent Engineer shall not issue Full COD certification until every Mandatory Service is fully completed and operational.

9.2.8. Statutory Approvals and Inter-Agency Coordination

1. The Concessionaire bears the permitting risk for all approvals in Section 8 of Annexure D. The Employer shall provide inter-agency facilitation and issue official letters of support, but provides no warranty that statutory consents will be granted.
2. The Employer shall coordinate with the Karachi Traffic Police and relevant municipal bodies to formally notify the Facility as a designated commercial truck stand, establish mandatory heavy vehicle corridors, and enforce anti-idling restrictions on port approach arterials.
3. A high-level Coordination Committee, chaired by the Secretary, Transport and Mass Transit Department, Government of Sindh, and comprising designated representatives of the Employer, Karachi Traffic Police, Karachi Port Trust (KPT), Port Qasim Authority (PQA), South Asia Pakistan Terminals (SAPT), National Highway Authority (NHA), Excise & Taxation Department, and Sindh Environmental Protection Agency (SEPA), shall convene at least quarterly to coordinate corridor enforcement, call-forward integration, and non-licensing recommendations under Clause 9.2.3(1).

9.2.9. Health, Safety, Environment and Hazardous Cargo

1. The Concessionaire shall comply with the Sindh Environmental Protection Act, 2014, SEQS, and the Sindh Occupational Safety and Health Act, 2017, operating all required Effluent Treatment Plants (ETP) and oil-water separators. An annual environmental audit shall be submitted to the Employer.
2. Staging of hazardous materials is restricted strictly to the isolated 200-truck hazardous cargo bay following safety certification. The facility shall undergo an independent annual fire safety audit.
3. The Concessionaire shall maintain a joint emergency response plan formulated with civil defense and fire authorities, conducting simulation drills at least semi-annually.

9.2.10. Grievance Redress and Dispute Resolution

1. The Concessionaire shall maintain a 24/7 online and on-site ticketing portal for public complaints, acknowledging reports within twenty-four (24) hours and resolving grievances within seven (7) days.
2. Complainants dissatisfied with terminal dispute handling may escalate complaints to the Employer within thirty (30) days for binding regulatory determination.
3. Disputes between the Employer and the Concessionaire arising under the Concession Agreement shall be resolved sequentially via:
 - a) Amicable Negotiation: Senior executive meetings within fourteen (14) days of notice, seeking resolution within thirty (30) days;
 - b) Independent Expert Determination: Referral of technical, operational, throughput, fee, or KPI disputes to the Independent Engineer or Independent Expert for binding determination within thirty (30) days; and
 - c) Arbitration: Final settlement of unresolved disputes by arbitration in Karachi under the Arbitration Act, 1940, before a panel of three (3) arbitrators conducted in English.
4. Pending dispute resolution, the parties shall continue performing all covenants, and the Concessionaire shall maintain unobstructed operations and remit Monthly Concession Fees on schedule.

9.2.11. Amendment and Relationship with the Concession Agreement

1. The Concession Agreement shall obligate the Concessionaire to comply with this Regulatory Framework as amended from time to time. No regulatory amendment shall modify Throughput Concession Fees, Benchmark Volumes, or Guaranteed Annual Throughput commitments, except by formal bilateral amendment of the Concession Agreement.
2. (2) Where a future statutory amendment to this Regulatory Framework or a KPI revision under Clause 9.2.7(2) materially increases capital/operational expenditure or diminishes project revenues, contractual rebalancing shall be effected pursuant to the Concession Agreement. This Clause 9.2.11(2) shall not apply to standard tariff revisions conducted under Clause 9.2.4.

10. Service Standards:

10.1. General obligation:

The Concessionaire shall design, construct, commission, operate and maintain the Facility in accordance with Applicable Laws, the Regulatory Framework, the Service Standards set out in Appendix D-1 and Prudent Industry Practices. The Service Standards are based on the laws, codes and standards in force in Pakistan and on the requirements of the competent Pakistani authorities. Nothing in Appendix D-1 relieves the Concessionaire of its obligation to comply with Applicable Laws. Where Applicable Laws, the Regulatory Framework and this Annexure impose different requirements on the same matter, they prevail in that order.

10.2. Link between Service Standards and KPIs:

Each Service Standard in Appendix D-1 is measured by one or more of the KPIs in the “Terminal Operating KPIs, Performance Charges & Super-Performance Rebate” section of Annexure D, as shown against it in Appendix D-1, and each KPI shows the Service Standard that it measures. A Service Standard applies to a facility from the date on which that facility is commissioned. A Concessionaire that meets a KPI is treated as meeting the Service Standard so far as the KPI measures it. A failure to meet a Service Standard that a KPI measures shall be dealt with only through that KPI, and the cure window and the Performance Charge for that KPI are the only financial consequence of the failure. A Service Standard for which Appendix D-1 shows no KPI is dealt with as a Regulatory Breach under Clause 9.2.7(4) of the Regulatory Framework, and no Performance Charge applies to it.

10.3. Management systems:

The Concessionaire shall keep documented procedures for the operation, maintenance, safety, security and environmental protection of the Facility, in a form that the Independent Expert can inspect. The Concessionaire is not required to obtain any management system certification, but may do so at its own choice.

10.4. Road safety audit:

The proposed access and egress arrangements, truck queuing areas, acceleration and deceleration arrangements, junctions and internal circulation shall be subject to an independent road safety audit, commissioned by the Concessionaire and verified by the Independent Engineer, at the preliminary design, detailed design and pre-opening stages. The audit shall identify potential safety risks associated with heavy-vehicle movements and interactions with public traffic. High-risk findings shall be addressed prior to commencement of commercial operations.

10.5. Health, safety and environment:

The Concessionaire shall comply with the Sindh Environmental Protection Act, 2014, the Sindh Environmental Quality Standards, the Sindh Hazardous Substances Rules, 2014, the Sindh Occupational Safety and Health Act, 2017 and the approval granted by the Sindh Environmental Protection Agency for the Facility. It shall manage the construction and operational impacts of the Facility, including air and noise emissions, wastewater, solid waste, hazardous materials, occupational health and safety, and community impacts, in the manner stated in that approval.

10.6. Driver welfare:

The Concessionaire shall provide adequate driver welfare facilities in accordance with applicable Pakistani laws, regulations and relevant authority requirements, and the minimum requirements set out in Annexure D. Facilities shall include safe and secure truck parking and resting areas, adequate sanitary facilities, potable drinking water, lighting and appropriate facilities for women. The clinic shall be registered with the Sindh Healthcare Commission, the pharmacy licensed under the applicable drug laws and the canteens licensed by the Sindh Food Authority, in each case to the extent that those laws require.

10.7. Weighing instruments:

Weighbridges and weigh-in-motion systems shall be verified and calibrated by the competent legal metrology authority before first use and at the intervals that it prescribes, and at least

once a year if it prescribes none. They shall be consistent with the axle load regime of the National Highway Authority. A weighbridge whose verification or calibration certificate has expired is unserviceable for the purposes of KPI 2.

10.8. Fire and fuel safety:

The fuel station, workshops, hazardous cargo bay and buildings shall comply with the Building Code of Pakistan (Fire Safety Provisions), the requirements of the Civil Defence and municipal fire services, and the requirements of the Department of Explosives and the Oil and Gas Regulatory Authority.

10.9. Monitoring indicators:

In addition to the KPIs specified in Annexure D, the Concessionaire shall monitor and report monthly on key operational indicators, including average truck dwell time at the Facility and the time from call-forward to arrival at the relevant port gate. Where reliable traffic data is available, travel time and delays on the relevant approach corridor may also be monitored to assess the Facility's impact on truck movement efficiency. Average dwell time is the time between a truck's entry and exit timestamps recorded by the Control System, and the call-forward time is the time from the call-forward message to the truck's arrival at the port gate, as recorded in the Control System. These indicators are reported for information only and no Performance Charge applies to them. The results of the first twelve (12) months shall be used in the review of the KPIs under Clause 9.2.7(2) of the Regulatory Framework.

10.10. Tariff transparency:

The Concessionaire shall publish its Terminal User Charges at every gate, on the booking portal and on its website; apply the same charge to all users for the same service; issue an itemized receipt for every charge; and maintain separate accounts for its truck terminal services and other commercial activities, audited annually and submitted to the Employer.

10.11. Verification and compliance:

The Independent Engineer and the Independent Expert shall verify compliance with this section and Appendix D-1 through the KPI reports and the evidence listed in Appendix D-1, including approvals, audit close-out and testing records, and shall report annually to the Employer. A material non-compliance with a Service Standard that no KPI measures, and that is not remedied within ninety (90) days of written notice, is a Regulatory Breach under Clause 9.2.7(4) of the Regulatory Framework. No Performance Charge applies to a Regulatory Breach.

10.12. Appendix D-1: Service Standards Schedule

The Concessionaire shall comply with the Service Standards below in accordance with the "Service Standards" section of Annexure D. Each Service Standard is based on the laws and standards in force in Pakistan and is measured by the KPI shown against it.

No.	Service Standard	Basis in Pakistani law and standards	Requirement	Linked KPI, timing, evidence and verification
1	Open access and user charges	The Act and the Regulatory Framework (user charges fair, reasonable and regulated by the	Every roadworthy commercial vehicle is admitted on the same terms, in order of booking or arrival, subject only to the	KPI 3 (Verified Incidents). Publication of charges, receipts and accounts: no KPI; Regulatory Breach. Timing: rates reported to the Employer before the

		Employer).	published tariff and the published terminal safety rules. User charges are published at every gate, on the booking portal and on the website; the same charge applies to all users for the same service; an itemised receipt is issued for every charge; and separate accounts are kept for truck terminal services and other commercial activities.	Commercial Operating License is first issued, and at least fourteen (14) days before any change; audited separate accounts within four (4) months of each financial year end. Evidence: published rate list; sample receipts; audited accounts. Verified by: Independent Expert (KPI 3); the Employer (rates).
2	Driver welfare and medical services	Applicable Pakistani laws and authority requirements; registration of the clinic with the Sindh Healthcare Commission; licensing of canteens by the Sindh Food Authority; Building Code of Pakistan and the building regulations of the Sindh Building Control Authority, to the extent that each applies.	Dormitories, washrooms, showers, laundry, mosque, canteens and the medical clinic listed in this Annexure, planned and operated to provide safe, secure and lit parking and resting areas; adequate sanitary facilities; separate, secure and lit facilities for women; and 24-hour access for drivers admitted to the Facility. Not less than 500 beds for Early Operations and 1,000 beds at Full COD.	KPI 5 (usable beds and fixtures, running water, cleaning, doctor and ambulance). Timing: Early Operations facilities before the Commercial Operating License is issued; all other facilities by Full COD. Evidence: inspection report at each stage; monthly KPI 5 result; registrations and licences. Verified by: Independent Engineer and Independent Expert.
3	Drinking water	Pakistan National Drinking Water Quality Standards, 2010.	Every drinking water point serving drivers, staff, tenants and the medical clinic, including dormitories, washrooms, canteens and the mosque, meets the Pakistan National Drinking Water Quality Standards.	KPI 5 (running water) and KPI 9 (test results). Timing: first test before the Commercial Operating License is first issued, then at least quarterly; corrective action and retest within seven (7) days of a failed result. Evidence: test report from a laboratory accredited by the Pakistan National Accreditation Council, submitted within fourteen (14) days of each test. Verified by: Independent Expert.
4	Health, safety and environment	Sindh Environmental Protection Act, 2014; Sindh Environmental Quality Standards; Sindh Hazardous	Wastewater and effluent treatment; solid and hazardous waste; air, dust and noise; fuel station spill prevention;	KPI 9 (approvals and test results); KPI 6 (spills on the aprons). Timing: approval before construction starts;

		Substances Rules, 2014; the approval of the Sindh Environmental Protection Agency for the Facility; Sindh Occupational Safety and Health Act, 2017.	worker health and safety; and community health and safety, in the manner stated in the approval.	monitoring as the approval requires; annual monitoring report within ninety (90) days of each calendar year end. Evidence: the approval; monitoring report with laboratory results. Verified by: Independent Expert.
5	Road safety and queue management	Requirements of the National Highway Authority for the M-10 access works; the independent road safety audit under the “Service Standards” section of this Annexure.	Safe access junction, acceleration and deceleration lanes, queuing reservoirs and internal circulation; arriving queues contained within the Facility; recovery of disabled or overturned trucks within the Facility and on the M-10 approaches.	KPI 1 (Queue Spillback and gate clearance) and KPI 7 (wrecker response). Timing: audits at preliminary design, detailed design and pre-opening stages; all high-risk findings closed before the Commercial Operating License is issued. Evidence: audit reports and the Concessionaire’s responses; Control System and CCTV records. Verified by: Independent Engineer (audits); Independent Expert (KPIs).
6	Pavement and civil works	National Highway Authority General Specifications; the design basis approved by the Independent Engineer; the Building Code of Pakistan, including its Seismic Provisions, and the building regulations of the Sindh Building Control Authority; the Pakistan Engineering Council Act, 1976.	Rigid concrete pavement for staging aprons, gate approaches, weighbridge lanes and internal roads, designed for multi-axle combinations up to 58.5 tonnes. Access works connecting to the M-10 are built to the National Highway Authority General Specifications. The Concessionaire proposes the pavement design method and the Independent Engineer approves it. Buildings and structures are designed and built to the Building Code of Pakistan, including its Seismic Provisions, and to the building regulations of the Sindh Building Control Authority. The design, supervision and construction of the works	KPI 6 (apron condition, spills and blocked lanes). Buildings and structures, and the registration of designers and contractors: no KPI; Regulatory Breach. Timing: design basis report and drawings approved before construction of each package of works. Evidence: approved design report; material test results and as-built drawings at completion of each package; monthly KPI 6 result. Verified by: Independent Engineer (design and completion); Independent Expert (KPI 6).

			are carried out by firms and engineers registered with the Pakistan Engineering Council, to the extent that Applicable Laws require.	
7	Weighing instruments	Verification and calibration requirements of the competent legal metrology authority; the axle load regime of the National Highway Authority.	All inbound and outbound weighbridges and any weigh-in-motion systems, including their use to verify throughput and the Throughput Concession Fee.	KPI 2 (availability; a weighbridge with an expired certificate is unserviceable). Timing: verification and calibration before first use, then at the intervals that the authority prescribes and at least once a year. Evidence: calibration certificates, copied to the Employer within fourteen (14) days of issue. Verified by: competent legal metrology authority; Independent Expert.
8	Fire, fuel and life safety	Building Code of Pakistan (Fire Safety Provisions, 2016); requirements of the Civil Defence and municipal fire services, the Department of Explosives and the Oil and Gas Regulatory Authority.	Fuel station, workshops, hazardous cargo bay, dormitories and all other buildings: fire detection and suppression, flammable liquid storage and dispensing, emergency exits and fire water supply.	KPI 9 (approvals in force and annual fire safety audit). Timing: fire safety design approved before construction; approvals before each facility opens; fire safety audit every year. Evidence: approval letters; audit report submitted within thirty (30) days of each audit. Verified by: Independent Engineer and the competent authorities.
9	Control System, data and security	The “Centralized Control System (OCC) & Field Monitoring” section of this Annexure; the data formats specified by Karachi Port Trust, South Asia Pakistan Terminals, Pakistan Single Window and WeBOC; Applicable Laws on security and on the protection of personal data.	The Control System, the QTCFS and the Ticket Charging System; the Reporting Copy and the Employer View; data exchange with the port systems; perimeter, gates with ANPR, CCTV and the 24-hour Operations Control Centre; protection of personal data.	KPI 4 (availability and data link). Security plan and reporting of serious incidents: no KPI; Regulatory Breach. Timing: interface testing with Karachi Port Trust and South Asia Pakistan Terminals before port integration starts; security plan submitted to the Employer before the Commercial Operating License is first issued; serious incidents reported to the Employer within twenty-four (24) hours.

				Evidence: test report; monthly system availability report (98.5% minimum); security plan. Verified by: Independent Expert.
10	Complaint handling	The “Grievance Redress and Dispute Resolution” section of the Regulatory Framework in Annexure D.	An online and on-site complaints portal, open 24 hours a day and accessible to the Employer in real time. Each complaint is acknowledged within twenty-four (24) hours and resolved within seven (7) days.	KPI 8 (monthly measure). Timing: portal operating before the Commercial Operating License is first issued. Evidence: complaints section of the monthly report. Verified by: the Employer and the Independent Expert.
11	Operational reporting	The “Monitoring indicators” paragraph of the “Service Standards” section of this Annexure.	Monthly report of average dwell time at the Facility and of the time from call-forward to arrival at the port gate.	No KPI. Reported for information and used in the KPI review under Clause 9.2.7(2) of the Regulatory Framework. Timing: monthly report within ten (10) days of month end, from the start of commercial operations. Evidence: report, with the underlying data available to the Employer. Verified by: the Employer.

Note: A law, regulation, code or standard named in this Appendix means that instrument as amended or replaced from time to time. If an instrument is renamed, its successor applies.

ANNEXURE E – REQUIREMENTS FOR CONSORTIUM AGREEMENT

The legally binding and enforceable Consortium Agreement between each Consortium Member shall include, at a minimum, the following representations, undertakings, terms, conditions and requirements:

- a) Specify the designated Lead Member, nominated by the Consortium, as its representative and the role and operational responsibility of each Consortium Member, specifically identifying:
 - i. the land-owning / controlling party responsible for committing the contiguous land parcel of not less than 400 acres fronting directly onto the Northern Bypass (M-10);
 - ii. the Lead Member (holding not less than 51% equity);
 - iii. the developer / financial investor; and
 - iv. the operating partner responsible for terminal and systems management.
- b) Each Consortium Member shall authorise the Lead Member to sign and submit the Bid on its behalf and participate in the Bidding Process.
- c) The proportion of the shareholding in the SPV to be held by each Consortium Member.
- d) An explicit, legally binding covenant that no change in the membership of the Consortium (by addition, withdrawal, or substitution of any member) or modification in the relative equity shareholding percentages (Lead Member $\geq 51\%$, other members $\geq 10\%$) shall be made from the Submission Deadline until the incorporation of the SPV and execution of the Concession Agreement.
 - i. An unconditional undertaking by each Consortium Member confirming adherence to the equity lock-in periods stipulated in ITB 34.3, specifically confirming that the Lead Member shall retain at least 51% equity until at least three (3) Operational Years following Full COD, and each qualifying technical and land partner shall retain at least 10% equity through their applicable lock-in terms.
 - ii. An express clause confirming that all Consortium Members shall remain jointly and severally liable to the Employer for the due performance of all obligations, covenants, and liabilities of the Bidder under the Bidding Documents and the Concession Agreement.
 - iii. Acknowledgement that any unilateral change in Consortium composition, shareholding dilution below prescribed thresholds, or withdrawal by any member without prior written authorization from the Employer shall render the Bid non-responsive, result in the immediate forfeiture of the Bid Security, and entitle the Employer to cancel any award.
- e) Confirmation that the terms of the Consortium Agreement shall not be changed, amended or modified in any manner during the Bidding Process without prior consent of the Employer, provided that no such change shall impact the minimum requirements set out in the Bidding Documents.
- f) Specify that the Consortium Members are jointly and severally liable as per the requirements of the Bidding Documents and the Concession Agreement.