


Bid Evaluation Report

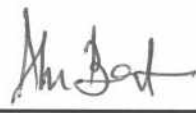
1. Name of Procuring Agency: Energy Department
2. Tender Reference No: INF/KRY/4358/16 (main tender) & INF/KRY/5015/16 (corrigendum)
3. Tender Description/Name of work/item: Technical & Financial Feasibility and Transaction Advisory Services, Keti Bandar Project
4. Method of Procurement: Quality and Cost Based Selection (QCBS) Method
5. Tender Published: Daily Dawn (21-11-2016), Kawish (21-11-2016) and Daily Jang (21-11-2016) And Corrigendum published in Daily Dawn (30-12-2016), Kawish (30-12-2016) and Daily Jang (30-12-2016)
6. Total Bid documents Sold; N/A
7. Total Bids Received: Four Bid Proposals received (Bridge Factor consortium, Pak-China Investment Company consortium, KPMG Taseer Hadi consortium and Habib Bank consortium)
8. Technical Bid Opening date: (if applicable) 17th April 2017
9. No. of Bid technically qualified (if applicable): Three – (Bridge Factor consortium, Pak-China Investment Company consortium and KPMG Taseer Hadi consortium)
10. Bid(s) Rejected: None
11. Financial Bid Opening date: 26th April 2017
12. Bid Evaluation Report:

S. No	Name of Firm or Bidder	Cost offered by the Bidder (PKR)	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	Bridge Factor consortium	Rs. 326,529,329/-	1		Gained highest combined score in QCBS	
2.	KPMG consortium	Rs. 181,712,700/-	2		Second highest combined score in QCBS	
3.	Pak-China Investment consortium	Rs. 367,500,000/-	3		Third highest combined score in QCBS	





Mr. Rashid Hussain Kazi
Director General
Coal Mines Development,
Energy Department
(Chairman)


Mr. Khalid Mehmood Siddiqui
Senior Chief PP&H
P&D Department
(Member)


Mr. Abu Bakar Madni
Director General,
Sindh Coal Authority
(Member/Secretary)


Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist
Finance Department
(Member)


Mr. Rehman Hamid
Chief Executive Officer
Sindh Transmission & Dispatch
Company (STDC) - (Member)


Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)


Mr. Naimuddin Qureshi
(Co-opted Member)



Minutes of Consultant Selection Committee Meeting on Keti Bandar Project

A meeting of Consultant Selection Committee (the "CSC") for the Keti Bandar Project (the "Project") was held on Wednesday, 26th April 2017 at 03:00 p.m. at the Committee Room of Energy Department, Government of Sindh under the chairmanship of Director General, Coal Mines Development, Energy Department, Government of Sindh. The meeting was convened to announce evaluation of technical proposals and open the financial bids of technically qualified bidders to hire consultant for the Project. The attendance sheet copy is attached at [Annexure-A].

Agenda # 1: Announcement of the evaluation of Technical Proposals

2. The chair welcomed the CSC members and representatives of the bidders. The chair informed the forum that the evaluation of technical proposals has been carried-out pursuant to the bidding document i.e. request for proposal (RFP). The detailed technical proposals evaluation is attached at [Annexure-B].

3. The chair announced the results of technical proposals evaluation and read aloud the technical scores of each consortium. The forum was informed that three bids (serial 1 to 3) technically qualified (by securing more than or equal to 75 marks) whereas single bid (serial 4) technically disqualified as summarized below:

Table-1		
	Bidder	Technical score
1.	Bridge Factor Consortium	90.60
2.	Pak China Investment Company Consortium	87.75
3.	KPMG Taseer Hadi Consortium	75.80
4.	Habib Bank Limited Consortium	55.30

Agenda # 2: Opening of Financial Proposals

4. The sealed/un-opened financial proposal of technically disqualified bidder (at serial 4 of Table-1) was returned back to the bidder. The financial proposals of three (3) technically qualified bidders were opened and the bid security of each technically qualified bidders were observed for necessary compliance. The quoted financial bid price of each qualified bidder was read aloud by the chair. Thereafter, the CSC members signed the financial proposals before the authorized representative of bidders. The financial bid price of technically qualified bidders is given below:

Table-2		
#	Bidders	Bid Price (PKR)
1.	Bridge Factor Consortium	326,529,329/-
2.	Pak China Investment Company Consortium	367,500,000/-
3.	KPMG Taseer Hadi Consortium	181,712,700/-

Agenda # 3: Announcement of Successful Bidder

5. Based on financial bid price, the financial score was computed pursuant to RFP (bidding documents) by the CSC. The combined score calculation based on Quality and Cost Based Selection Method (QCBS) is attached at [Annexure-C]. The chair of CSC announced the combined score (technical and financial) of the bidders. The combined score is given below:

Table-3		
#	Bidders	Combined Score
1.	Bridge Factor Consortium	83.61
2.	KPMG Taseer Hadi Consortium	80.64
3.	Pak China Investment Company Consortium	80.09


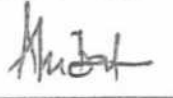



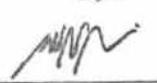
Decision: *The CSC unanimously recommended M/S Bridge Factor Consortium being the Successful bidder based on attaining highest combined score.*

6. Meeting ended with a vote of thanks.

 <hr/> Mr. Rashid Hussain Kazi Director General Coal Mines Development, Energy Department (Chairman)	 <hr/> Mr. Khalid Mehmood Siddiqui Senior Chief PP&H P&D Department (Member)	 <hr/> Mr. Abu Bakar Madni Director General, Sindh Coal Authority (Member/Secretary)
 <hr/> Mr. Syed Shahnawaz Nadir Shah Chief Investment Specialist Finance Department (Member)	 <hr/> Mr. Rehan Hamid Chief Executive Officer Sindh Transmission & Dispatch Company (STDC) - (Member)	 <hr/> Mr. Fahad Ansari Director PPP Unit Finance Department (Co-opted member)
 <hr/> Mr. Naimuddin Qureshi (Co-opted Member)		

LIST OF PARTICIPANTS

CONSULTANT SELECTION COMMITTEE MEETING (OPENING OF FINANCIAL PROPOSAL)- TECHNICAL AND FINANCIAL FEASIBILITY OF KETI BANDAR PROJECT


S. NO.	NAME & DESIGNATION	EMAIL	CELL	SIGNATURE
1.	Rashid Hussain Kazi, DG CMD			
2.	Rehan Hamid, CEO- STDC	hammadrehanca@gmail.com	03202413926	
3.	ABU BAKAR AMJED HMDANI	abubakervmdani@yahoo.com	0333-3493827	
4.	Khalid Mahmood Siddiqui	KMS786@yahoo.com	0300-2216277	
5.	Naim-uddin / Member Committee	naim.uddin@gmail.com	03332100975	
6.	Fahad Ansari, Director PPP Unit, Finance Dept.	fahad.Directorppp@gmail.com	03332724298	
7.	Syed Shah Nawaz Nadeem Shah Chief Investment Officer, Finance Dept.	shahnawaziba@yahoo.com	99222588 0300-2339308	


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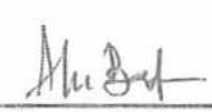
SUMMARY OF TECHNICAL PROPOSAL EVALUATION


TRANSACTION ADVISORY SERVICES, KETI BANDAR PROJECT


		Maximum Marks	Marks Obtained by Bidders Consortium			
			BridgeFactor	Pak-China Investment	KPMG	HBL
1.	Firm's Relevant Experience	50.00	46.00	41.00	31.00	09.00
2.	Key Professional Staff	40.00	36.60	38.75	36.80	38.30
3.	Appreciation of TOR	02.00	01.50	01.50	01.50	01.50
4.	Approach & Methodology	06.00	05.00	05.00	05.00	05.00
5.	Work Plan and Man-month schedule	02.00	01.50	01.50	01.50	01.50
	Total	100	90.60	87.75	75.80	55.30
	Status		Pass	Pass	Pass	Fail
	Qualifying Marks = 75%					



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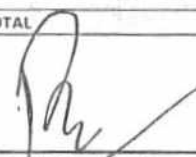

 Mr. Rehman Hamid
 Chief Executive Officer
 Sindh Transmission & Dispatch
 Company (STDC) - (Member)



 Mr. Fahad Ansari
 Director PPP Unit
 Finance Department
 (Co-opted member)

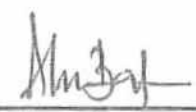

 Mr. Naimuddin Qureshi
 (Co-opted Member)


EVALUATION OF TECHNICAL PROPOSALS FOR TRANSACTION ADVISORY, KETI BANDAR PROJECT

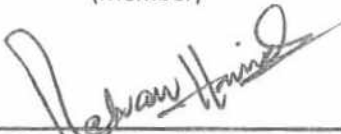
	Total	Score	Score	Score	Score
Firm's Relevant Experience					
- <u>Transaction Advisory Experience</u> within last 10 years (4 or more projects = 4 marks, 3 projects = 3 marks, 2 projects = 2 marks, 1 project = 1 mark)	4.00	4.00	1.00	4.00	4.00
- Feasibility study experience of <u>power projects</u> (other than coal) within the last ten (10) years (6 or more projects 12 marks, 5 projects 10 marks, 4 projects 08 marks, 3 projects 06 marks, 2 projects 04 marks, 1 project 02 marks)	12.00	2.00	12.00	12.00	12.00
- Feasibility study experience of <u>coal based power project</u> within the last ten (10) years (3 projects or more 06 marks, 2 projects 04 marks, 1 project 02 marks)	6.00	-	6.00	6.00	6.00
- Feasibility study/experience of <u>coal transportation</u> (2 projects 04 marks, 1 project 02 marks)	4.00	-	4.00	-	4.00
- Feasibility study/installation of <u>railway line</u> within the last fifteen (15) years (3 or more projects 14 marks, 2 projects 12 marks, 1 project 10 marks)	14.00	-	12.00	14.00	-
- Engineering feasibility study experience of <u>infrastructure projects</u> (roads/buildings/bridges) within the last ten (10) years (8 or more projects 06 marks, 6 to 7 projects 05 marks, 4 to 5 projects 04 marks, 2 to 3 projects 03 marks)	6.00	1.00	4.00	6.00	1.00
- Experience related to setting-up of <u>jetty</u> or feasibility study experience for setting-up port (2 projects 04 marks, 1 project 02 marks)	4.00	2.00	2.00	4.00	4.00
Sub-Total Firms Relevant Experience	50.00	9.00	41.00	46.00	81.00
Key Professional Staff					
Financial Team					
Team Leader	5.00	5.00	5.00	5.00	5.00
Project Finance	3.00	3.00	2.55	3.00	3.00
Financial Analyst	2.00	1.70	1.20	2.00	2.00
Technical Team					
Power Technology Expert	4.00	4.00	4.00	3.00	3.60
Coal Power Sector Specialist	4.00	3.60	4.00	4.00	3.00
Railway Expert	4.00	3.00	4.00	4.00	3.60
Infrastructure & Building Expert	4.00	4.00	4.00	4.00	4.00
Jetty/Port Specialist	4.00	4.00	4.00	1.60	3.60
Legal Team					
Power Sector Expert	5.00	5.00	5.00	5.00	5.00
Legal Expert	5.00	5.00	5.00	5.00	4.00
	40.00	38.30	38.75	36.60	36.80
Appreciation of ToRs and understanding of the assignment	2.00	1.50	1.50	1.50	1.50
Proposed Methodology	6.00	5.00	5.00	5.00	5.00
Work Plan and Manning Schedule	2.00	1.50	1.50	1.50	1.50
	10.00	8.00	8.00	8.00	8.00
Grand TOTAL	100.00	55.30	87.75	90.60	75.80

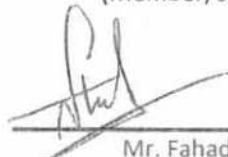

Mr. Rashid Hussain Kazi
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Mr. Naimuddin Qureshi
(Co-opted Member)

M/S BRIDGE FACTOR CONSORTIUM

1. BRIDGE FACTOR - LEAD MEMBER (FINANCIAL CONSULTING FIRM)
2. TECHNO CONSULT INT'L - TECHNICAL MEMBER FIRM (ENGINEERING)
3. PAKISTAN RAILWAYS ADVISORY & CONSULTANCY SERVICES (PRACS) - TECHNICAL MEMBER FIRM (RAILWAY)
4. LEHMEYER - TECHNICAL MEMBER FIRM (COAL POWER)
5. HAIGLERBAILLY - TECHNICAL MEMBER FIRM (ENVIRONMENT)
6. AXIS LAW CHAMBER - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	5	4.00
- Technical feasibility study experience of power projects (other than coal) within last 10 years	12	7	12.00
- Technical feasibility study experience of coal based power project within the last 10 years	6	3	6.00
- Technical feasibility study/experience of coal transportation	4	0	0.00
- Technical feasibility study/installation of railway line within the last 15 years	14	4	14.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	6	6.00
- Technical experience related to setting-up of jetty or feasibility study experience for setting-up port	4	2	4.00
	50		46

BREAK-UP

Consortium Members 10 projects BF, 2 TC, 0 PRACS, 1 Lehm, 0 Haig, 0 Axis/Law
 Consortium Members 10 projects BF, 0 TC, 0 PRACS, 7 Lehm, 0 Haig, 0 Axis/Law
 Consortium Members 10 projects BF, 0 TC, 0 PRACS, 1 Lehm, 0 Haig, 0 Axis/Law
 Consortium Members 10 projects BF, 0 TC, 0 PRACS, 0 Lehm, 0 Haig, 0 Axis/Law
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 Consortium Members 10 projects BF, 2 TC, 0 PRACS, 0 Lehm, 0 Haig, 0 Axis/Law

Key Professional Staff

		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	Bridge Factor	5.00
Project Finance	3	Bridge Factor	3.00
Financial Analyst	2	Bridge Factor	2.00
- Technical Team			
Power Technology Expert	4	Lehmeyer	3.00
Coal Power Sector Specialist	4	Lehmeyer	4.00
Railway Expert	4	PRACS	4.00
Infrastructure & Building Expert	4	Techno Consult	4.00
Jetty/Port Specialist	4	HaiglerBailly	1.60
- Legal Team			
Power Sector Expert	5	Axis Law	5.00
Legal Expert	3	Axis Law	5.00
Appreciation of TOR and Understanding of assignment	2		1.50
Proposed Methodology	6		5.00
Work Plan and Manning Schedule	2		1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED	90.60

	Name	Qualification	Relevant Years experience	Points
1	Ahmad Haseeb Khan	CA (25 points)	15 (75 points)	100
2	Yasir Nazki	CA (25 points)	12 (75 points)	100
3	Syed Khawaja Hussain	CPA (25 points)	11 (75 points)	100

	Name	Qualification	Years experience	Points
1	Oliver GESSNER	Dip (10 points)	25 (75 points)	75
2	Heiger HASSELBACH	PHD (25 points)	16 (75 points)	100
3	Shahmehd Azim Khan	MS (25 points)	34 (75 points)	100
4	Syed Kazim Shahid	MS (25 points)	31 (75 points)	100
5	Muhammad Hassan	PHD (25 points)	3 (35 points)	40

	Name	Qualification	Years experience	Points
1	Amir Javed	IC (25 points)	30 (75 points)	100
2	Yasir Ahmad Khan	LLM (25 points)	30 (75 points)	100

Mr. Rashid Hussain Kazi
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 (Co-opted Member)

M/S PAK-CHINA INVESTMENT COMPANY CONSORTIUM

1. M/S PAK-CHINA INVESTMENT COMPANY (PVT) LTD - LEAD MEMBER (FINANCIAL CONSULTING FIRM)
2. CHINA ENERGY ENGINEERING HUNAN ELECTRIC POWER DESIGN INSTITUTE COMPANY - (POWER)
3. CHINA RAILWAY 17TH BUREAU GROUP COMPANY LTD - TECHNICAL MEMBER FIRM (RAILWAY)
4. CHINA SHIPBUILDING NDRI ENGINEERING COMPANY - TECHNICAL MEMBER FIRM (ENGINEERING, SHIPPING & PORTS)
5. RIAA GILLETTE BARKER - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	1	1.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	10	12.00
- Feasibility study experience of coal based power project within the last 10 years	6	3	6.00
- Feasibility study/experience of coal transportation	4	2	4.00
- Feasibility study/installation of railway line within the last 15 years	14	2	12.00
- Engineering feasibility study experience of infrastructure projects (roads/building/bridges) within the last 10 years	6	4	4.00
- Experience related to setting-up of jetty or feasibility study experience for setting-up port	4	1	2.00
	50		41.00

Key Professional Staff

		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	PCICL	5.00
Project Finance	3	PCICL	2.55
Financial Analyst	2	PCICL	1.20
- Technical Team			
Power Technology Expert	4	CEECH	4.00
Coal Power Sector Specialist	4	CEECH	4.00
Railway Expert	4	China Railway	4.00
Infrastructure & Building Expert	4	China Shipbuilding	4.00
Jetty/Port Specialist	4	China Shipbuilding	4.00
- Legal Team			
Power Sector Expert	5	RIAA	5.00
Legal Expert	5	RIAA	5.00

Appreciation of TOR and Understanding of assignment	2	1.50
Proposed Methodology	6	5.00
Work Plan and Manning Schedule	2	1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED 87.75

BREAK-UP

Consortium Members (10 projects) POC, 1 CEECH, 2 CR, 1 CL, 1 RIAA

Consortium Members (10 projects) POC, 10 CEECH, 2 CR, 1 CL, 1 RIAA

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Consortium Members (10 projects) POC, 1 CEECH, 2 CR, 1 CL, 1 RIAA

Consortium Members (10 projects) POC, 1 CEECH, 2 CR, 1 CL, 1 RIAA

Financial	Name	Qualification	Years experience	Points
1	Tariq Mahmood	MBA (25 points)	18 (75 points)	100
2	Muhammad Shuja Ali	MBA (25 points)	10 (40 points)	85
3	Uzair Khan	MS (25 points)	10 (40 points)	82

Technical	Name	Qualification	Years experience	Points
1	Dr. Danyang	MS (25 points)	24 (75 points)	100
2	Gao Lin	MS (25 points)	10 (40 points)	100
3	Dr. Qian	MS (25 points)	12 (75 points)	102
4	Wu Dongmei	MS (25 points)	27 (75 points)	102
5	Zhu Hantao	MS (25 points)	29 (75 points)	100

Legal	Name	Qualification	Years experience	Points
1	Hadi Raza	LLM (25 points)	19 (75 points)	100
2	Uzair Khan	BA (25 points)	14 (75 points)	100

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KPMG CONSORTIUM

1. KPMG - Lead Member (FINANCIAL CONSULTING FIRM)
2. AF CONSULT - TECHNICAL MEMBER FIRM (ENGINEERING)
3. DAR ENGINEERING - TECHNICAL MEMBER FIRM (POWER TRANSMISSION & ENERGY)
4. ZEESHAN ENGINEERS - TECHNICAL MEMBER FIRM (RAILWAY)
5. AHMED & QAZI - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	4	4.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	7	12.00
- Feasibility study experience of coal based power project within the last 10 years	6	4	6.00
- Feasibility study/experience of coal transportation	4	2	4.00
- Feasibility study/installation of railway line within the last 15 years	14	0	0.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	1	1.00
- Technical experience related to setting-up of jetty or feasibility study experience for setting-up port	4	2	4.00
	50		31.00

BREAK-UP

Consortium Members (2 projects) AFME, 2 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (0 projects) AFME, 7 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (0 projects) KPMG, 4 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (0 projects) KPMG, 2 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (0 projects) AFME, 0 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (1 project) AFME, 0 AF, 0 DAR, 0 Zeeshan, 0 AQ;
 Consortium Members (0 projects) AFME, 0 AF, 0 DAR, 0 Zeeshan, 0 AQ;

Key Professional Staff

		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	KPMG	5.00
Project Finance	3	KPMG	3.00
Financial Analyst	2	KPMG	2.00
- Technical Team			
Power Technology Expert	4	DAR	3.60
Coal Power Sector Specialist	4	AF	3.00
Railway Expert	4	ZE	3.60
Infrastructure & Building Expert	4	ZE	4.00
Jetty/Port Specialist	4	ZE	3.60
- Legal Team			
Power Sector Expert	5	Ahmed & Qazi	5.00
Legal Expert	5	Ahmed & Qazi	4.00

Financial	Name	Qualification	Years experience	Points
1	Adnan Fiza	CA (25 points)	22 (75 points)	100
2	Ali Akhtar	CA (25 points)	18 (75 points)	100
3	Saeed Ahmed Qader	CA (25 points)	18 (75 points)	100

Technical	Name	Qualification	Years experience	Points
1	Amjad Fashad	BS (15 points)	15 (75 points)	90
2	Strafan Tager	Dipl (7 points)	18 (75 points)	75
3	Huzi Hussain Khaji	BS (15 points)	18 (75 points)	90
4	Fayaz Manzoor Memon	M/BS (25 points)	27 (75 points)	100
5	Hameed-ud-din Zafar	BS (15 points)	40 (75 points)	90

Legal	Name	Qualification	Years experience	Points
1	Nadeem Ahmed	LLM (25 points)	17 (75 points)	100
2	Naveed Zafar	LLB (20 points)	8 (60 points)	80

Appreciation of TOR and Understanding of assignment	2	1.50
Proposed Methodology	6	5.00
Work Plan and Manning Schedule	2	1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED 75.80

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 Chief Investment Specialist Finance
 Department
 (Member)

Mr. Rehan Hamid
 Chief Executive Officer
 Sindh Transmission & Dispatch
 Company (STDC) - (Member)

Mr. Fahad Ansari
 Director PPP Unit
 Finance Department
 (Co-opted member)

Mr. Naimuddin Qureshi
 (Co-opted Member)

M/S HBL CONSORTIUM

1. HABIB BANK LIMITED (HBL) - Lead Member (FINANCIAL CONSULTING FIRM)
2. EY FORD RHODES - (TRANSACTION ADVISORY)
3. OSMANI & COMPANY - TECHNICAL MEMBER FIRM (ENGINEERING)
4. OMS - TECHNICAL MEMBER FIRM (POWER)
5. HAIDERMOTABUR & CO. - LEGAL MEMBER FIRM
6. ADK ARONIS DRETTAS KARLAFTIS CONSULTING ENGINEERS

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	5	4.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	1	2.00
- Feasibility study experience of coal based power project within the last 10 years	6	0	0.00
- Feasibility study/experience of coal transportation	4	0	0.00
- Feasibility study/installation of railway line within the last 15 years	14	0	0.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	1	1.00
- Experience related to setting up of jetty or feasibility study experience for setting up port	4	1	2.00
	50		9.00

BREAK-UP

Consortium Members (2 projects) HBL, S. E. Osmani, O. OMS, O. HMC, O. ADK
Consortium Members (2 projects) HBL, S. E. Osmani, O. OMS, O. HMC, O. ADK
Consortium Members (2 projects) HBL, S. E. Osmani, O. OMS, O. HMC, O. ADK
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Consortium Members (2 projects) HBL, S. E. Osmani, O. OMS, O. HMC, O. ADK

Key Professional Staff

Key Professional Staff	Qualification, Employment with the firm & Relevant Experience	Points
- Financial Team		
Team Leader	5 HBL	5.00
Project Finance	3 EY	3.00
Financial Analyst	2 EY	1.70
- Technical Team		
Power Technology Expert	4 Osmani	4.00
Coal Power Sector Specialist	4 OMS	3.60
Railway Expert	4 ADK	3.00
Infrastructure & Building Expert	4 Osmani	4.00
Jetty/Port Specialist	4 ADK	4.00
- Legal Team		
Power Sector Expert	5 HMC	5.00
Legal Expert	5 HMC	5.00
Appreciation of TOR and Understanding of assignment	2	1.50
Proposed Methodology	6	5.00
Work Plan and Manning Schedule	2	1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED 55.30

Financial	Name	Qualification	Years experience	Points
1	Umar Naveed	MBA (25 points)	16 (75 points)	100
2	Zaheer Hussain	CA (25 points)	18 (75 points)	100
3	Muhammad Ali	MBA (25 points)	7.5 (60 points)	85

Technical	Name	Qualification	Years experience	Points
1	Dr. Wasim Khan	PhD (25 points)	15 (75 points)	100
2	Muhammad Farooq	BE (15 points)	21 (75 points)	90
3	Arifullah KARLAFTIS	Dipl (10 points)	25 (75 points)	75
4	Dr. Shaukat Hussain	PhD (25 points)	21 (75 points)	100
5	Sarfaraz KHUSROO	MSc (25 points)	20 (75 points)	100

Legal	Name	Qualification	Years experience	Points
1	M. Umar Shaukat	LLM (25 points)	20 (75 points)	100
2	M. Asghar Khan	BA (25 points)	18 (75 points)	100

Mr. Rashid Hussain Kazi
Director General
Coal Mines Development, Energy
Department - (Chairman)

Mr. Khalid Mehmood Siddiqui
Senior Chief PP&H
P&D Department
(Member)

Mr. Abu Bakar Madni
Director General,
Sindh Coal Authority
(Member/Secretary)

Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist Finance
Department
(Member)

Mr. Renan Hamid
Chief Executive Officer
Sindh Transmission & Dispatch
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Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)


Mr. Naimuddin Qureshi
(Co-opted Member)


TRANSACTION ADVISORY SERVICES
KETI BANDAR PROJECT

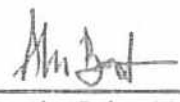
COMBINED SCORE CALCULATION

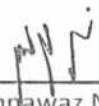
	BRIDGE FACTOR	PAK-CHINA INV	KPMG
Raw Technical Score (RTS)	90.60	87.75	75.80
(A) Weighted Technical Score (TSw)	72.48	70.20	60.64
Raw Financial Score (RFS)	326,529,329.00	367,500,000.00	181,712,700.00
Financial Score (FS)	55.65	49.45	100.00
(B) Weighted Financial Score (FSw)	11.13	9.89	20.00
(A) + (B) Combined Score (CS)	83.61	80.09	80.64

Note:


Mr. Rashid Hussain Kazi
Director General
Coal Mines Development,
Energy Department
(Chairman)



Mr. Khalid Mehmood Siddiqui
Senior Chief PP&H
P&D Department
(Member)


Mr. Abu Bakar Madni
Director General,
Sindh Coal Authority
(Member/Secretary)


Mr. Syed Shah Nawaz Nadir Shah
Chief Investment Specialist
Finance Department
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Mr. Rehan Hamid
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Director PPP Unit
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(Co-opted member)


Mr. Naimuddin Qureshi
(Co-opted Member)



**GOVERNMENT OF SINDH
ENERGY DEPARTMENT**

NOTIFICATION

TO/ED(Coal)/5-18/2016:- In partial modification of notification of even number dated 10-04-2016 and in pursuance of Rule 67 & 71 of the Sindh Public Procurement Rules 2010 (Amended 2013), the Govt of Sindh is pleased to reconstitute Consultant Selection Committee for "Technical and Financial Feasibility Study of Ketu Bundar Project", comprising of following members and ToRs:

1.	Director General, Coal Mines Development, Energy Department, Government of Sindh	Chairman
2.	Chief PP&H, Planning & Development Department, Government of Sindh	Member
3.	Chief Investment Specialist, Sindh Fund Management House, Finance Department, Government of Sindh	Member
4.	Director General, Sindh Coal Authority, Government of Sindh, Karachi	Member/Secretary
5.	Mr. Rehan Hamid, CEO, STDC, Karachi	Member (Technical)
Co-opted Members		
The Committee can co-opt up to two members.		

Terms of Reference

- 1 Approval of Request for Proposal before issuance
- 2 Short listing of consultants in accordance with the criteria
- 3 Evaluation of technical and financial proposals in accordance with criteria
- 4 Finalization of recommendation based on evaluation as mentioned at para (3) above
- 5 Perform any other function ancillary and incidental to the above

AGHA WASIF ABBAS
SECRETARY, ENERGY DEPARTMENT GOVT OF
SINDH

TO/ED(Coal)/5-18/2016

Karachi, dated: April 19, 2017

Copy for ~~was~~ forwarded for information to:

1. The Chairman, P&D Board, Government of Sindh, Karachi.
2. The Secretary (Finance), Govt. of Sindh.
3. The Accountant General, Sindh.
4. The Managing Director, SPPRA.
5. The Director General, PPP Unit, Government of Sindh.
6. The Director General, Sindh Coal Authority.
7. The Committee member (All)
8. The P.S. to Secretary, ED.

(SHARIQ RAZA)
TECHNICAL OFFICER



No. TO/ED (Coal)/5-18/2016
GOVERNMENT OF SINDH
ENERGY DEPARTMENT
Karachi, dated: April 27, 2017

SUBJECT: TECHNICAL AND FINANCIAL FEASIBILITY OF KETI BANDAR PROJECT- CONSULTANT SELECTION COMMITTEE MEETING.

Minutes of the consultant selection committee meeting held on 26-04-2017 at 03:00 pm under the chairmanship of Director General, Coal Mines Development, Government of Sindh are enclosed herewith for information, record and necessary action.

(ABU BAKAR MADANI)
DIRECTOR GENERAL, SINDH COAL
AUTHORITY /COMMITTEE
SECRETARY
Phone # 021-99204607

Enclosures: As above + BER

DISTRIBUTION:

1. The Senior Chief PP&H, P&D Deptt., Karachi.
2. The Chief Investment Specialist, SFMH, FD, Karachi.
3. The Director PPP Unit, FD Sindh, Karachi.
4. Mr. Naimuddin Qureshi, Ex-PRACS, Karachi.
5. Mr. Rehan Hamid, CEO, STDC, Karachi.

C.C to:

1. The P.S. to DG, SCA, Karachi.
2. The P.S. to Secretary ED, Karachi.
3. The P.S. to DG, Coal Mines Development, Karachi.



Minutes of Consultant Selection Committee Meeting on Keti Bandar Project

A meeting of Consultant Selection Committee (the "CSC") for the Keti Bandar Project (the "Project") was held on Wednesday, 26th April 2017 at 03:00 p.m. at the Committee Room of Energy Department, Government of Sindh under the chairmanship of Director General, Coal Mines Development, Energy Department, Government of Sindh. The meeting was convened to announce evaluation of technical proposals and open the financial bids of technically qualified bidders to hire consultant for the Project. The attendance sheet copy is attached at [Annexure-A].

Agenda # 1: Announcement of the evaluation of Technical Proposals

2. The chair welcomed the CSC members and representatives of the bidders. The chair informed the forum that the evaluation of technical proposals has been carried-out pursuant to the bidding document i.e. request for proposal (RFP). The detailed technical proposals evaluation is attached at [Annexure-B].

3. The chair announced the results of technical proposals evaluation and read aloud the technical scores of each consortium. The forum was informed that three bids (serial 1 to 3) technically qualified (by securing more than or equal to 75 marks) whereas single bid (serial 4) technically disqualified as summarized below:

Table-1		
#	Bidder	Technical score
1.	Bridge Factor Consortium	90.60
2.	Pak China Investment Company Consortium	87.75
3.	KPMG Taseer Hadi Consortium	75.80
4.	Habib Bank Limited Consortium	55.30

Agenda # 2: Opening of Financial Proposals

4. The sealed/un-opened financial proposal of technically disqualified bidder (at serial 4 of Table-1) was returned back to the bidder. The financial proposals of three (3) technically qualified bidders were opened and the bid security of each technically qualified bidders were observed for necessary compliance. The quoted financial bid price of each qualified bidder was read aloud by the chair. Thereafter, the CSC members signed the financial proposals before the authorized representative of bidders. The financial bid price of technically qualified bidders is given below:

Table-2		
#	Bidders	Bid Price (PKR)
1.	Bridge Factor Consortium	326,529,329/-
2.	Pak China Investment Company Consortium	367,500,000/-
3.	KPMG Taseer Hadi Consortium	181,712,700/-

Agenda # 3: Announcement of Successful Bidder

5. Based on financial bid price, the financial score was computed pursuant to RFP (bidding documents) by the CSC. The combined score calculation based on Quality and Cost Based Selection Method (QCBS) is attached at [Annexure-C]. The chair of CSC announced the combined score (technical and financial) of the bidders. The combined score is given below:

Table-3		
#	Bidders	Combined Score
1.	Bridge Factor Consortium	83.61
2.	KPMG Taseer Hadi Consortium	80.64
3.	Pak China Investment Company Consortium	80.09







Decision: *The CSC unanimously recommended M/S Bridge Factor Consortium being the Successful bidder based on attaining highest combined score.*

6. Meeting ended with a vote of thanks.

 <hr/> Mr. Rashid Hussain Kazi Director General Coal Mines Development, Energy Department (Chairman)	 <hr/> Mr. Khalid Mehmood Siddiqui Senior Chief PP&H P&D Department (Member)	 <hr/> Mr. Abu Bakar Madni Director General, Sindh Coal Authority (Member/Secretary)
 <hr/> Mr. Syed Shahnawaz Nadir Shah Chief Investment Specialist Finance Department (Member)	 <hr/> Mr. Rehan Hamid Chief Executive Officer Sindh Transmission & Dispatch Company (STDC) - (Member)	 <hr/> Mr. Fahad Ansari Director PPP Unit Finance Department (Co-opted member)
 <hr/> Mr. Naimuddin Qureshi (Co-opted Member)		

LIST OF PARTICIPANTS

CONSULTANT SELECTION COMMITTEE MEETING (OPENING OF FINANCIAL PROPOSAL)- TECHNICAL AND FINANCIAL FEASIBILITY OF KETI BANDAR PROJECT

S. NO.	NAME & DESIGNATION	EMAIL	CELL	SIGNATURE
1.	Rashid Hussain Kazi, DG CMD			
2.	Rehan Hamid, CEO- STDC	hammadrehanca@gmail.com	03202413926	
3	ABU BAKAR AMRUD KHAN	abubakarkhan2011@yahoo.com	0333-3493827	
4.	Khalid Mahmood Siddiqui	kms786@yahoo.com	0300-2216277	
5.	Naim-velin / Yash Committee	naim-velin@yahoo.com	03332100875	
6.	Fahad Ansari, Director PPP Unit	fahad.directorppp@gmail.com	03332724298	
7	Syed Shahmawaz Nadeem Shah Chief Investment Specialist, Power Dept	shahmawazib@yahoo.com	99222188 0300-2339308	


"B"

SUMMARY OF TECHNICAL PROPOSAL EVALUATION

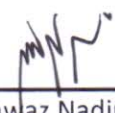
TRANSACTION ADVISORY SERVICES, KETI BANDAR PROJECT

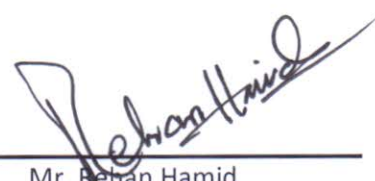
		Maximum Marks	Marks Obtained by Bidders Consortium			
			BridgeFactor	Pak-China Investment	KPMG	HBL
1.	Firm's Relevant Experience	50.00	46.00	41.00	31.00	09.00
2.	Key Professional Staff	40.00	36.60	38.75	36.80	38.30
3.	Appreciation of TOR	02.00	01.50	01.50	01.50	01.50
4.	Approach & Methodology	06.00	05.00	05.00	05.00	05.00
5.	Work Plan and Man-month schedule	02.00	01.50	01.50	01.50	01.50
	Total	100	90.60	87.75	75.80	55.30
	Status		Pass	Pass	Pass	Fail
	Qualifying Marks = 75%					



 Mr. Rashid Hussain Kazi
 Director General
 Coal Mines Development,
 Energy Department
 (Chairman)



 Mr. Khalid Mehmood Siddiqi
 Senior Chief PP&H
 P&D Department
 (Member)


 Mr. Abu Bakar Madni
 Director General,
 Sindh Coal Authority
 (Member/Secretary)


 Mr. Syed Shahnawaz Nadir Shah
 Chief Investment Specialist
 Finance Department
 (Member)


 Mr. Rehman Hamid
 Chief Executive Officer
 Sindh Transmission & Dispatch
 Company (STDC) - (Member)


 Mr. Fahad Ansari
 Director PPP Unit
 Finance Department
 (Co-opted member)


 Mr. Naimuddin Qureshi
 (Co-opted Member)

EVALUATION OF TECHNICAL PROPOSALS FOR TRANSACTION ADVISORY, KETI BANDAR PROJECT

	Total	HBL Score	PAK-CHINA Score	BRIDGE-FACTR Score	KPMG Score
Firm's Relevant Experience					
- Transaction Advisory Experience within last 10 years (4 or more projects = 4 marks, 3 projects = 3 marks, 2 projects = 2 marks, 1 project = 1 mark)	4.00	4.00	1.00	4.00	4.00
- Feasibility study experience of <u>power projects</u> (other than coal) within the last ten (10) years (6 or more projects 12 marks, 5 projects 10 marks, 4 projects 08 marks, 3 projects 06 marks, 2 projects 04 marks, 1 project 02 marks)	12.00	2.00	12.00	12.00	12.00
- Feasibility study experience of <u>coal based power project</u> within the last ten (10) years (3 projects or more 06 marks, 2 projects 04 marks, 1 project 02 marks)	6.00	-	6.00	6.00	6.00
- Feasibility study/experience of <u>coal transportation</u> (2 projects 04 marks, 1 project 02 marks)	4.00	-	4.00	-	4.00
- Feasibility study/installation of <u>railway line</u> within the last fifteen (15) years (3 or more projects 14 marks, 2 projects 12 marks, 1 project 10 marks)	14.00	-	12.00	14.00	-
- Engineering feasibility study experience of <u>infrastructure projects</u> (roads/buildings/bridges) within the last ten (10) years (8 or more projects 06 marks, 6 to 7 projects 05 marks, 4 to 5 projects 04 marks, 2 to 3 projects 03 marks)	6.00	1.00	4.00	6.00	1.00
- Experience related to setting-up of <u>jetty</u> or feasibility study experience for setting-up port (2 projects 04 marks, 1 project 02 marks)	4.00	2.00	2.00	4.00	4.00
Sub-Total Firms Relevant Experience	50.00	9.00	41.00	46.00	31.00
Key Professional Staff					
Financial Team					
Team Leader	5.00	5.00	5.00	5.00	5.00
Project Finance	3.00	3.00	2.55	3.00	3.00
Financial Analyst	2.00	1.70	1.20	2.00	2.00
Technical Team					
Power Technology Expert	4.00	4.00	4.00	3.00	3.60
Coal Power Sector Specialist	4.00	3.60	4.00	4.00	3.00
Railway Expert	4.00	3.00	4.00	4.00	3.60
Infrastructure & Building Expert	4.00	4.00	4.00	4.00	4.00
Jetty/Port Specialist	4.00	4.00	4.00	1.60	3.60
Legal Team					
Power Sector Expert	5.00	5.00	5.00	5.00	5.00
Legal Expert	5.00	5.00	5.00	5.00	4.00
	40.00	38.30	38.75	36.60	36.80
Appreciation of ToRs and understanding of the assignment	2.00	1.50	1.50	1.50	1.50
Proposed Methodology	6.00	5.00	5.00	5.00	5.00
Work Plan and Manning Schedule	2.00	1.50	1.50	1.50	1.50
	10.00	8.00	8.00	8.00	8.00
Grand TOTAL	100.00	55.30	87.75	90.60	75.80

Mr. Rashid Hussain Kazi

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Coal Mines Development, Energy
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Senior Chief PP&H
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Director General,
Sindh Coal Authority
(Member/Secretary)

Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist Finance

Department
(Member)

Mr. Renan Hamid

Chief Executive Officer
Sindh Transmission & Dispatch
Company (STDC) - (Member)

Mr. Fahad Ansari

Director PPP Unit
Finance Department
(Co-opted member)

Mr. Naimuddin Qureshi

(Co-opted Member)

M/S BRIDGE FACTOR CONSORTIUM

1. BRIDGE FACTOR - LEAD MEMBER (FINANCIAL CONSULTING FIRM)
2. TECHNO CONSULT INT'L - TECHNICAL MEMBER FIRM (ENGINEERING)
3. PAKISTAN RAILWAYS ADVISORY & CONSULTANCY SERVICES (PRACS) - TECHNICAL MEMBER FIRM (RAILWAY)
4. LEHMEYER - TECHNICAL MEMBER FIRM (COAL POWER)
5. HAIGLERBAILLY - TECHNICAL MEMBER FIRM (ENVIRONMENT)
6. AXIS LAW CHAMBER - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	5	4.00
- Technical feasibility study experience of power projects (other than coal) within last 10 years	12	7	12.00
- Technical feasibility study experience of coal based power project within the last 10 years	6	3	6.00
- Technical feasibility study/experience of coal transportation	4	0	0.00
- Technical feasibility study/installation of railway line within the last 15 years	14	4	14.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	6	6.00
- Technical experience related to setting-up of jetty or feasibility study experience for setting-up port	4	2	4.00
	50		46
Key Professional Staff			
		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	Bridge Factor	5.00
Project Finance	3	Bridge Factor	3.00
Financial Analyst	2	Bridge Factor	2.00
- Technical Team			
Power Technology Expert	4	Lehmeyer	3.00
Coal Power Sector Specialist	4	Lehmeyer	4.00
Railway Expert	4	PRACS	4.00
Infrastructure & Building Expert	4	Techno Consult	4.00
Jetty/Port Specialist	4	HaglerBailly	1.60
- Legal Team			
Power Sector Expert	5	Axis Law	5.00
Legal Expert	5	Axis Law	5.00
Appreciation of TOR and Understanding of assignment	2		1.50
Proposed Methodology	6		5.00
Work Plan and Manning Schedule	2		1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED	90.60

BREAK-UP

Consortium Members (0 projects BF, 2 TC, 0 PRACS, 3 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 0 TC, 0 PRACS, 7 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 0 TC, 0 PRACS, 3 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 0 TC, 0 PRACS, 0 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 0 TC, 4 PRACS, 0 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 6 TC, 0 PRACS, 0 Lehm, 0 Haig, 0 AxisLaw)
Consortium Members (0 projects BF, 2 TC, 0 PRACS, 0 Lehm, 0 Haig, 0 AxisLaw)

Financial				
	Name	Qualification	Relevant Years experience	Points
1	Ashraf Hassan Rana	CA (25 points)	15 (75 points)	100
2	Yasar Najib	CA (25 points)	12 (75 points)	100
3	Syed Khwaja Huzafa	MBA (25 points)	11 (75 points)	100

Technical				
	Name	Qualification	Years experience	Points
1	Dieter GESSNER	Dip (10 points)	25 (75 points)	75
2	Holger HASSELBACH	PHD (25 points)	16 (75 points)	100
3	Muhammad Amir Khan	MS (25 points)	34 (75 points)	100
4	Syed Kazim Mehdi	MS (25 points)	31 (75 points)	100
5	Hidayat Hasan	PHD (25 points)	3 (15 points)	40

Legal				
	Name	Qualification	Years experience	Points
1	Amina Ahmed	JD (25 points)	10 (75 points)	100
2	Waqas Ahmed Mir	LLM (25 points)	10 (75 points)	100

Mr. Rashid Hussain Kazi
Director General
Coal Mines Development, Energy
Department – (Chairman)

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P&D Department
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Mr. Abu Bakar Madni
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Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist Finance
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Mr. Rehman Hamid
Chief Executive Officer
Sindh Transmission & Dispatch
Company (STDC) - (Member)

Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)

Mr. Naimuddin Qureshi
(Co-opted Member)

M/S PAK-CHINA INVESTMENT COMPANY CONSORTIUM

1. M/S PAK-CHINA INVESTMENT COMPANY (PVT) LTD - LEAD MEMBER (FINANCIAL CONSULTING FIRM)
2. CHINA ENERGY ENGINEERING HUNAN ELECTRIC POWER DESIGN INSTITUTE COMPANY - (POWER)
3. CHINA RAILWAY 17TH BUREAU GROUP COMPANY LTD - TECHNICAL MEMBER FIRM (RAILWAY)
4. CHINA SHIPBUILDING NDRI ENGINEERING COMPANY - TECHNICAL MEMBER FIRM (ENGINEERING, SHIPPING & PORTS)
5. RIAA GILLETTE BARKER - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	1	1.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	10	12.00
- Feasibility study experience of coal based power project within the last 10 years	6	3	6.00
- Feasibility study/experience of coal transportation	4	2	4.00
- Feasibility study/installation of railway line within the last 15 years	14	2	12.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	4	4.00
- Experience related to setting-up of jetty or feasibility study experience for setting-up port	4	1	2.00
	50		41.00
Key Professional Staff			
		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	PCICL	5.00
Project Finance	3	PCICL	2.55
Financial Analyst	2	PCICL	1.20
- Technical Team			
Power Technology Expert	4	CEEH	4.00
Coal Power Sector Specialist	4	CEEH	4.00
Railway Expert	4	China Railway	4.00
Infrastructure & Building Expert	4	China Shipbuilding	4.00
Jetty/Port Specialist	4	China Shipbuilding	4.00
- Legal Team			
Power Sector Expert	5	RIAA	5.00
Legal Expert	5	RIAA	5.00
Appreciation of TOR and Understanding of assignment	2		1.50
Proposed Methodology	6		5.00
Work Plan and Manning Schedule	2		1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED	87.75

BREAK-UP

Consortium Members (0 projects PCIC, 1 CEEH, 0 CR, 0 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 10 CEEH, 0 CR, 0 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 3 CEEH, 0 CR, 0 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 0 CEEH, 2 CR, 0 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 0 CEEH, 2 CR, 0 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 3 CEEH, 0 CR, 1 CS, 0 RIAA)
 Consortium Members (0 projects PCIC, 0 CEEH, 0 CR, 1 CS, 0 RIAA)

Financial				
	Name	Qualification	Years experience	Points
1	Tariq Mahmood	MBA (25 points)	18 (75 points)	100
2	Muhammad Shuja Ali	MBA (25 points)	10 (60 points)	85
3	Liu Jiaqin	MS (10 points)	10 (60 points)	60

Technical				
	Name	Qualification	Years experience	Points
1	Su Zhiyang	MS (25 points)	24 (75 points)	100
2	Gu Lin	MS (25 points)	10.5 (75 points)	100
3	Zhao Qi	MS (25 points)	11 (75 points)	100
4	Wu Zhongyue	MS (25 points)	27 (75 points)	100
5	Zhu Xianhui	MS (25 points)	20 (75 points)	100

Legal				
	Name	Qualification	Years experience	Points
1	Nadir Altat	LLM (25 points)	13 (75 points)	100
2	Bilal Shaikat	Bar (25 points)	14 (75 points)	100

Mr. Rashid Hussain Kazi

Director General

Coal Mines Development, Energy
Department – (Chairman)

Mr. Khalid Mehmood Siddiqui

Senior Chief PP&H
P&D Department
(Member)

Mr. Abu Bakar Madni

Director General,
Sindh Coal Authority
(Member/Secretary)

Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist Finance
Department

(Member)

Mr. Renad Hamid
Chief Executive Officer
Sindh Transmission & Dispatch
Company (STDC) - (Member)

Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)

Mr. Naimuddin Qureshi
(Co-opted Member)

KPMG CONSORTIUM

1. KPMG - Lead Member (FINANCIAL CONSULTING FIRM)
2. AF CONSULT - TECHNICAL MEMBER FIRM (ENGINEERING)
3. DAR ENGINEERING - TECHNICAL MEMBER FIRM (POWER TRANSMISSION & ENERGY)
4. ZEESHAN ENGINEERS - TECHNICAL MEMBER FIRM (RAILWAY)
5. AHMED & QAZI - LEGAL MEMBER FIRM

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	4	4.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	7	12.00
- Feasibility study experience of coal based power project within the last 10 years	6	4	6.00
- Feasibility study/experience of coal transportation	4	2	4.00
- Feasibility study/installation of railway line within the last 15 years	14	0	0.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	1	1.00
- Technical experience related to setting-up of Jetty or feasibility study experience for setting-up port	4	2	4.00
	50		31.00
Key Professional Staff		Qualification, Employment with the firm & Relevant Experience	
- Financial Team			
Team Leader	5	KPMG	5.00
Project Finance	3	KPMG	3.00
Financial Analyst	2	KPMG	2.00
- Technical Team			
Power Technology Expert	4	DAR	3.60
Coal Power Sector Specialist	4	AF	3.00
Railway Expert	4	ZE	3.60
Infrastructure & Building Expert	4	ZE	4.00
Jetty/Port Specialist	4	ZE	3.60
- Legal Team			
Power Sector Expert	5	Ahmed & Qazi	5.00
Legal Expert	5	Ahmed & Qazi	4.00
Appreciation of TOR and Understanding of assignment	2		1.50
Proposed Methodology	6		5.00
Work Plan and Manning Schedule	2		1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED	75.80

BREAK-UP

Consortium Members (2 projects KPMG, 2 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (0 projects KPMG, 7 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (0 projects KPMG, 4 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (0 projects KPMG, 2 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (0 projects KPMG, 0 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (1 projects KPMG, 0 AF, 0 DAR, 0 Zeeshan, 0 AQ)
 Consortium Members (0 projects KPMG, 0 AF, 0 DAR, 2 Zeeshan, 0 AQ)

Financial				
	Name	Qualification	Years experience	Points
1	Adnan Rizvi	CA (25 points)	22 (75 points)	100
2	Ali Aagher	CA (25 points)	18 (75 points)	100
3	Saeed Ahmed Kadar	CA (25 points)	18 (75 points)	100

Technical				
	Name	Qualification	Years experience	Points
1	Amjad Rasheed	BS (15 points)	16 (75 points)	90
2	Stefan Sauer	Dipl (0 points)	18 (75 points)	75
3	Ijaz Hussain Khilji	BE (15 points)	39 (75 points)	90
4	Syed Mansoor Mehdi	MS (25 points)	33 (75 points)	100
5	Hamid-ud-din Zafar	BS (15 points)	40 (75 points)	90

Legal				
	Name	Qualification	Years experience	Points
1	Naseem Ahmed	LLM (25 points)	17 (75 points)	100
2	Naveed Zafar	LLB (20 points)	8 (60 points)	80

Mr. Rashid Hussain Kazi
 Director General
 Coal Mines Development, Energy
 Department – (Chairman)

Mr. Khalid Mehmood Siddiqui
 Senior Chief PP&H
 P&D Department
 (Member)

Mr. Abu Bakar Madni
 Director General,
 Sindh Coal Authority
 (Member/Secretary)

Mr. Syed Shahnawaz Nadir Shah
 Chief Investment Specialist Finance
 Department
 (Member)

Mr. Rehan Hamid
 Chief Executive Officer
 Sindh Transmission & Dispatch
 Company (STDC) - (Member)

Mr. Fahad Ansari
 Director PPP Unit
 Finance Department
 (Co-opted member)

Mr. Naimuddin Qureshi
 (Co-opted Member)

M/S HBL CONSORTIUM

1. HABIS BANK LIMITED (HBL) - Lead Member (FINANCIAL CONSULTING FIRM)
2. EY FORD RHODES - (TRANSACTION ADVISORY)
3. OSMANI & COMPANY - TECHNICAL MEMBER FIRM (ENGINEERING)
4. OMS - TECHNICAL MEMBER FIRM (POWER)
5. HAIDERMOTABNR & CO. - LEGAL MEMBER FIRM
6. ADK ARONIS DRETTAS KARLAFTIS CONSULTING ENGINEERS

Firm's Relevant Experience	Maximum Points	No. of Projects	Points obtained
- Transaction Advisory experience within last 10 years	4	5	4.00
- Feasibility study experience of power projects (other than coal) within last 10 years	12	1	2.00
- Feasibility study experience of coal based power project within the last 10 years	6	0	0.00
- Feasibility study/experience of coal transportation	4	0	0.00
- Feasibility study/installation of railway line within the last 15 years	14	0	0.00
- Engineering feasibility study experience of infrastructure projects (roads/buildings/bridges) within the last 10 years	6	1	1.00
- Experience related to setting-up of jetty or feasibility study experience for setting-up port	4	1	2.00
	50		9.00
Key Professional Staff			
Qualification, Employment with the firm & Relevant Experience			
- Financial Team			
Team Leader	5	HBL	5.00
Project Finance	3	EY	3.00
Financial Analyst	2	EY	1.70
- Technical Team			
Power Technology Expert	4	Osmani	4.00
Coal Power Sector Specialist	4	OMS	3.60
Railway Expert	4	ADK	3.00
Infrastructure & Building Expert	4	Osmani	4.00
Jetty/Port Specialist	4	ADK	4.00
- Legal Team			
Power Sector Expert	5	HMCO	5.00
Legal Expert	5	HMCO	5.00
Appreciation of TOR and Understanding of assignment	2		1.50
Proposed Methodology	6		5.00
Work Plan and Manning Schedule	2		1.50
TOTAL SCORE	100	TOTAL POINTS OBTAINED	55.30

BREAK-UP

Consortium Members (0 projects HBL, 5 EY, 0 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 1 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 0 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 0 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 0 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 1 Osmani, 0 OMS, 0 HMCO, 0 ADK)
Consortium Members (0 projects HBL, 0 EY, 0 Osmani, 0 OMS, 0 HMCO, 0 ADK)

Financial				
	Name	Qualification	Years experience	Points
1	Usman Hameed	MBA (25 points)	18 (75 points)	100
2	Zaeshan Hussain	CA (25 points)	18 (75 points)	100
3	Husefa Mazahir Ali	MBA (25 points)	7.5 (60 points)	85

Technical				
	Name	Qualification	Years experience	Points
1	Dr. Nasim A Khan	PHD (25 points)	15 (75 points)	100
2	Muhammad Pannah Ba	BE (15 points)	21 (75 points)	90
3	Aristides KARLAFTIS	Dipl (10 points)	25 (75 points)	75
4	Dr. Shuaib Haroon Ahm	PHD (25 points)	21 (75 points)	100
5	Serafim KOUSOULOS	MS (25 points)	20 (75 points)	100

Legal				
	Name	Qualification	Years experience	Points
1	M Umar Shareef	LLM (25 points)	20 (75 points)	100
2	Ali Asghar Khan	Bar (25 points)	13 (75 points)	100

Mr. Rashid Hussain Kazi

Director General
Coal Mines Development, Energy
Department – (Chairman)

Mr. Khalid Mehmood Siddiqui

Senior Chief PP&H
P&D Department
(Member)

Mr. Abu Bakar Madni

Director General,
Sindh Coal Authority
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Mr. Syed Shah Nawaz Nadir Shah

Chief Investment Specialist Finance
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(Member)

Mr. Renan Hamid

Chief Executive Officer
Sindh Transmission & Dispatch
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Mr. Fahad Ansari

Director PPP Unit
Finance Department
(Co-opted member)

Mr. Naimuddin Qureshi


(Co-opted Member)


**TRANSACTION ADVISORY SERVICES
KETI BANDAR PROJECT**

COMBINED SCORE CALCULATION


	BRIDGE FACTOR	PAK-CHINA INV	KPMG
Raw Technical Score (RTS)	90.60	87.75	75.80
(A) Weighted Technical Score (TSw)	72.48	70.20	60.64
Raw Financial Score (RFS)	326,529,329.00	367,500,000.00	181,712,700.00
Financial Score (FS)	55.65	49.45	100.00
(B) Weighted Financial Score (FSw)	11.13	9.89	20.00
(A) + (B) Combined Score (CS)	83.61	80.09	80.64

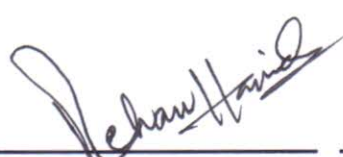
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Mr. Rashid Hussain Kazi
Director General
Coal Mines Development,
Energy Department
(Chairman)



Mr. Khalid Mehmood Siddiqui
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Chief Executive Officer
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Company (STDC) - (Member)


Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)

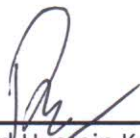

Mr. Naimuddin Qureshi
(Co-opted Member)

Bid Evaluation Report

1. Name of Procuring Agency: Energy Department
2. Tender Reference No: INF/KRY/4358/16 (main tender) & INF/KRY/5015/16 (corrigendum)
3. Tender Description/Name of work/item: Technical & Financial Feasibility and Transaction Advisory Services, Ketu Bandar Project
4. Method of Procurement: Quality and Cost Based Selection (QCBS) Method
5. Tender Published: Daily Dawn (21-11-2016), Kawish (21-11-2016) and Daily Jang (21-11-2016) And Corrigendum published in Daily Dawn (30-12-2016), Kawish (30-12-2016) and Daily Jang (30-12-2016)
6. Total Bid documents Sold; N/A
7. Total Bids Received: Four Bid Proposals received (Bridge Factor consortium, Pak-China Investment Company consortium, KPMG Taseer Hadi consortium and Habib Bank consortium)
8. Technical Bid Opening date: (if applicable) 17th April 2017
9. No. of Bid technically qualified (if applicable): Three – (Bridge Factor consortium, Pak-China Investment Company consortium and KPMG Taseer Hadi consortium)
10. Bid(s) Rejected: None
11. Financial Bid Opening date: 26th April 2017
12. Bid Evaluation Report:

S. No	Name of Firm or Bidder	Cost offered by the Bidder (PKR)	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1.	Bridge Factor consortium	Rs. 326,529,329/-	1		Gained highest combined score in QCBS	
2.	KPMG consortium	Rs. 181,712,700/-	2		Second highest combined score in QCBS	
3.	Pak-China Investment consortium	Rs. 367,500,000/-	3		Third highest combined score in QCBS	





Mr. Rashid Hussain Kazi
Director General
Coal Mines Development,
Energy Department
(Chairman)



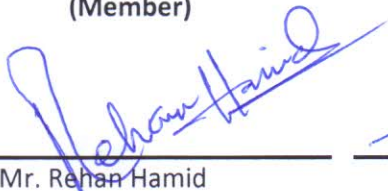
Mr. Khalid Mehmood Siddiqui
Senior Chief PP&H
P&D Department
(Member)



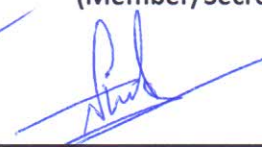
Mr. Abu Bakar Madni
Director General,
Sindh Coal Authority
(Member/Secretary)



Mr. Syed Shahnawaz Nadir Shah
Chief Investment Specialist
Finance Department
(Member)



Mr. Rehan Hamid
Chief Executive Officer
Sindh Transmission & Dispatch
Company (STDC) - (Member)



Mr. Fahad Ansari
Director PPP Unit
Finance Department
(Co-opted member)



Mr. Naimuddin Qureshi
(Co-opted Member)

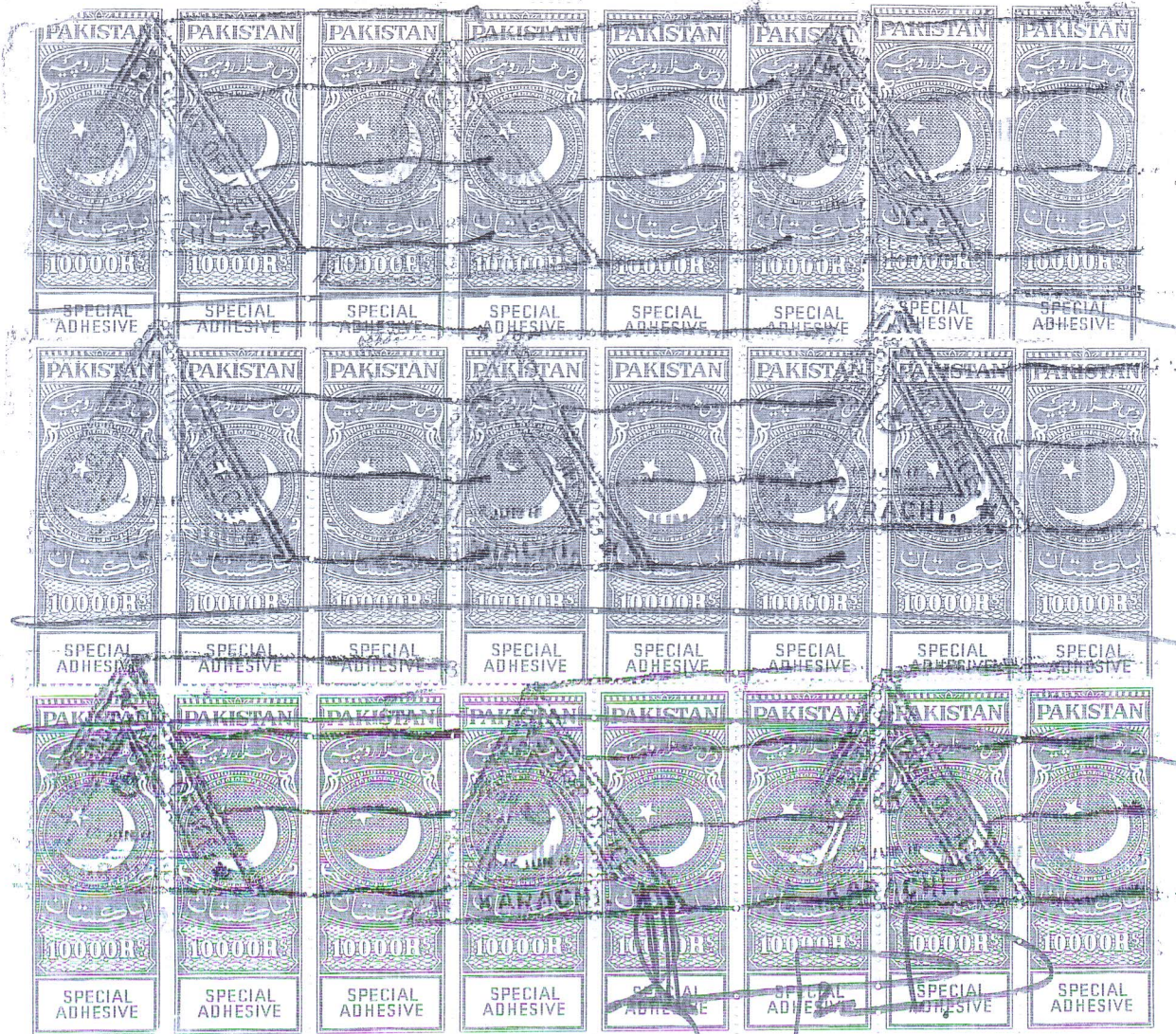


Energy Department

Government of Sindh

**CONTRACT
FOR
FEASIBILITY STUDY & TRANSACTION ADVISORY SERVICES FOR
KETI BANDAR PROJECT**

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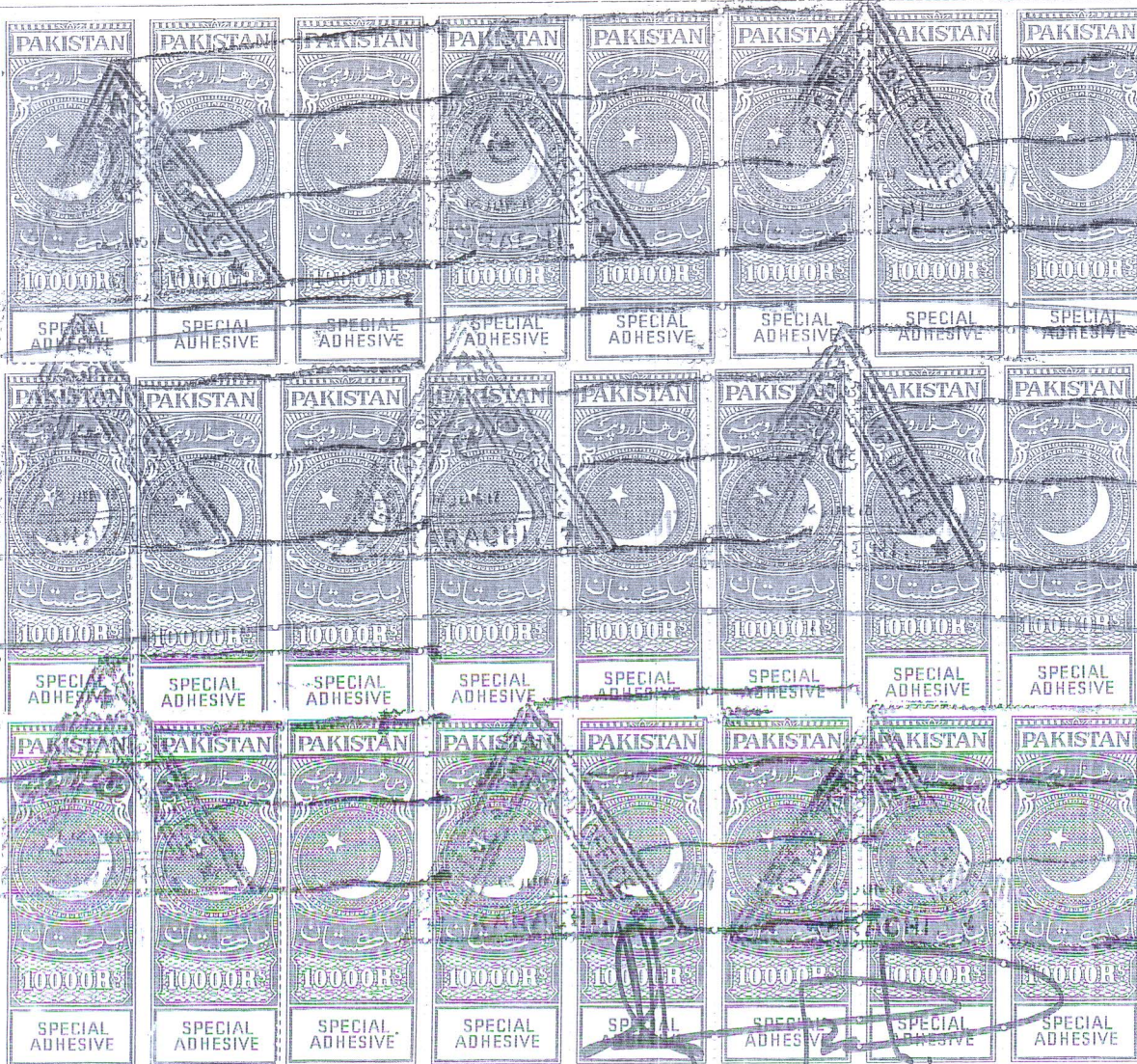
CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract ("Contract") is entered into at Karachi on this the ____ day of _____, 2017

By and between:

1. **THE ENERGY DEPARTMENT OF THE GOVERNMENT OF SINDH**, having its offices at 3rd Floor, State Life Building, Ziauddin Ahmed Road, Karachi represented by the Secretary, Energy Department (hereinafter referred to as "**GoS**"); and
2. **BRIDGE FACTOR (PVT) LIMITED**, a company incorporated under the laws of the Islamic Republic of Pakistan and having its principal place of business at 1st floor, Kalim Plaza, plot No 3-A/1, Kaghan Road, Islamabad Pakistan (hereinafter referred to as "**Lead Advisor**") (GoS and the Lead Advisor are hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**").

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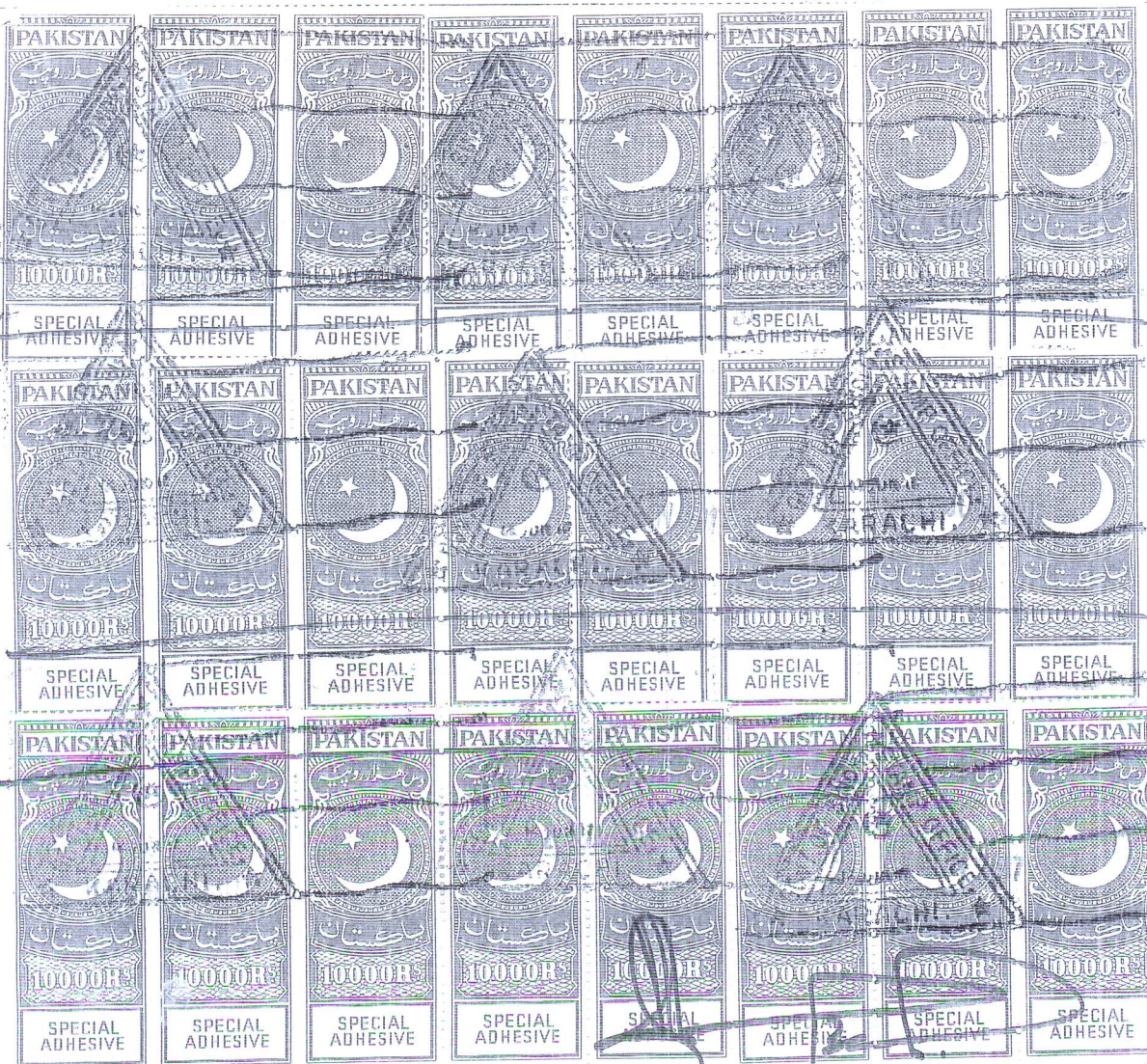
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12.6.12

WHEREAS:

- A. The GoS is desirous of establishing Keti Bandar Project ("Project").
- B. In order to proceed further, GoS is desirous of engaging qualified consultants in relation to the Project in accordance with the terms of reference listed in **Schedule A** of this Contract ("Assignment").
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on March 09, 2017 and scope clarification issued by GoS on April 06, 2017.
- D. The Lead Advisor in collaboration with the Consortium Members (defined below), have confirmed to GoS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given

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herein below.

- E. GoS has agreed to accept the offer of the Lead Advisor for undertaking the Assignment.

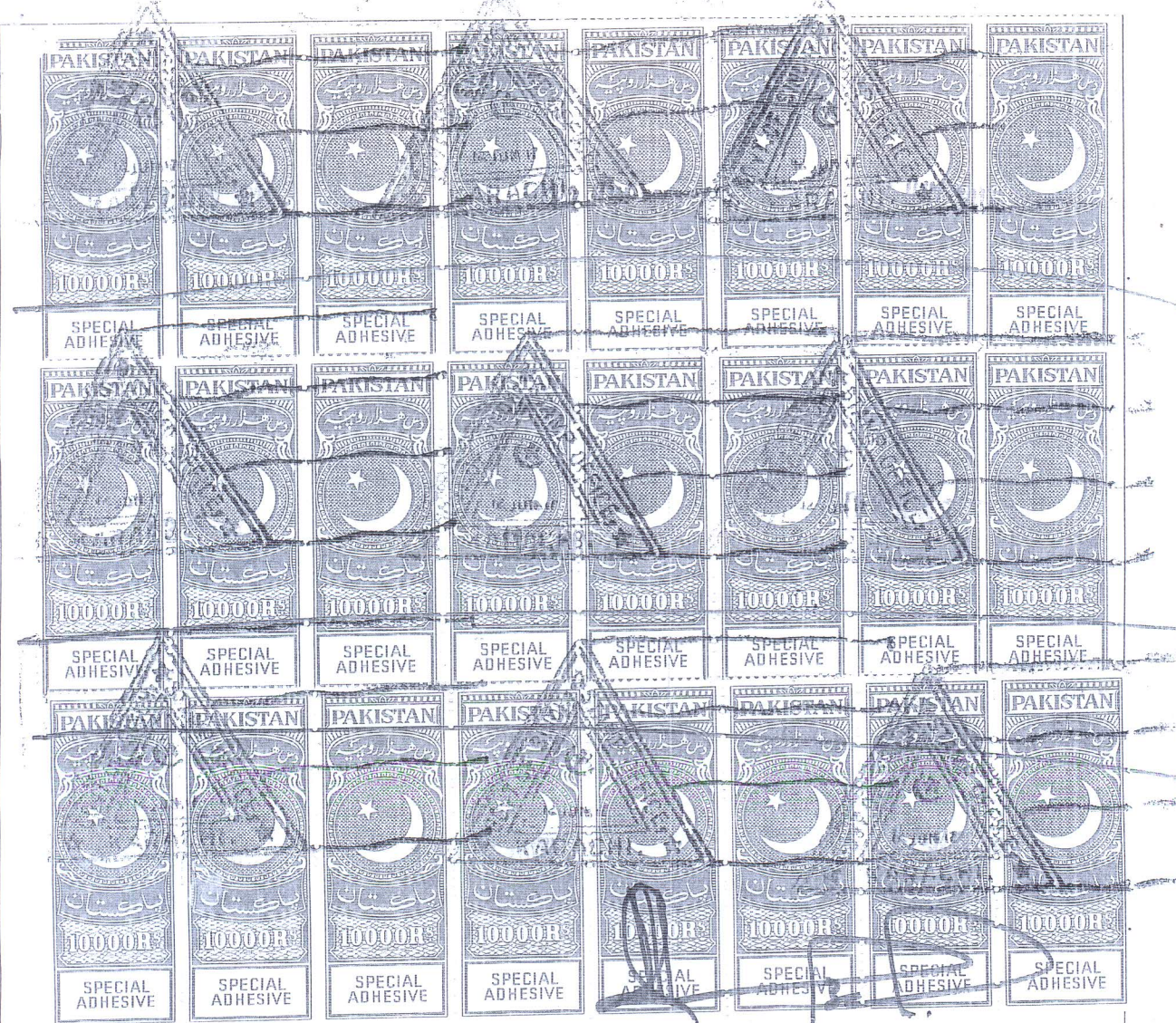
NOW THEREFORE, the parties hereto agree as follows:

1. Definition

In this Contract, unless the contrary intention appears:

"Advisory Consortium" means collectively the members of advisory team for the Project comprising of (i) Bridge Factor Pvt. Limited (ii) Lahmeyer International GmbH (iii) Techno Consult International Pvt Limited (iv) Pakistan Railway Advisory & Consultancy Services Ltd PRACS (v) Hagler Bailly Pakistan (vi) AxiS Law





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12.6.12

for the Advisory Consortium, as listed in more detail in **Schedule B**, attached hereto;

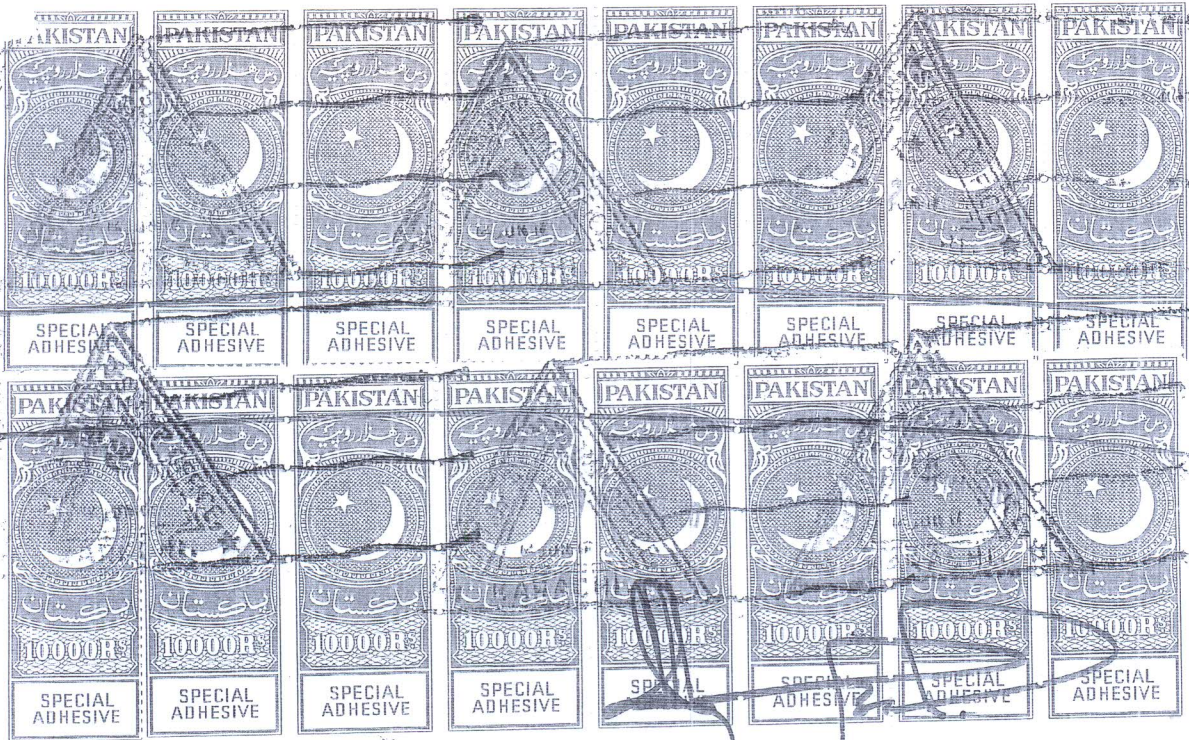
"Contract" means this contract executed between GoS and the Lead Advisor;

"Terms of Reference" means work required to be carried out by the Advisory Consortium in relation to the Project, as listed and detailed in **Schedule A** attached hereto;

"Consortium Members" means and includes members of the Advisory Consortium, appointed under specific terms and to whom, a portion or a part, of the Terms of Reference is allocated or assigned by the Lead Advisor for the purposes of this Contract;

"Technical Proposal" means the technical proposal in connection with the

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12.6.12

Assignment submitted by the Advisory Consortium on April 17, 2017.

2. Terms of Reference

2.1 GoS hereby appoints the Lead Advisor for the purpose of carrying out of the Assignment and the provision of the services stated in the Terms of Reference and the Lead Advisor agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Terms of Reference may be delegated by the Lead Advisor to the Consortium Members. It is further agreed between the Parties that unless the Terms of Reference is amended in writing with the mutual agreement of the Parties, the work to be undertaken by the Advisory Consortium will be restricted to Work as set out in Contract.

2.2 The approach and methodology outlined in the Technical Proposal submitted by



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12 JUN 2017

OFFICE SUPERINTENDENT
FPP JILDA, City Court
Karachi

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the Advisory Consortium shall be applied for the purposes of any interpretation of the Terms of Reference. If any issue arises regarding interpretation of approach and methodology outlined in the Technical proposal then the Parties will discuss and resolve so as to fulfill the requirement of Assignment.

3. Fee and Commencement Date

3.1 Fee

3.1.1 In consideration of the Advisory Consortium providing the services to GoS in terms of this Contract, GoS shall pay an "Advisory Fee" of PKR 326,529,329 (Pak Rupees Three Hundred Twenty Six Million Five Hundred Twenty Nine Thousand Three Hundred Twenty Nine Only) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of

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thirty (30) days from the date of completion of the milestone and approval of the same by the GoS, specified in **Schedule C** attached hereto.

3.1.2 Any amendment to the Terms of Reference shall only become effective once the Parties have agreed to amendments/changes (if any) to the Advisory Fee subject to relevant Sindh Public Procurement Rules 2010 (amended from time to time) ("**SPPR 2010**"), which may occur as a result of such amendment in the Terms of Reference. For avoidance of doubt it is clarified that the agreement between the Parties in relation to the adjustment in the Advisory Fee as a result of any amendment in the Terms of Reference is a condition precedent to the effectiveness of such amended Terms of Reference.

3.1.3 The Advisory Fee due and payable by GoS to the Advisory Consortium shall be a fixed advisory fee, subject to any amendments and/or adjustments in the same as a result of a change in the Terms of Reference in accordance with Section 3.1.

3.2 Commencement Date

3.2.1 For the purposes of this Contract and the services to be provided hereunder, the commencement date for the Assignment shall be *the date of signing of this Contract*.

4. Warranties

4.1 GoS hereby represents and warrants to the Lead Advisor that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Advisory Consortium pursuant to this Contract.

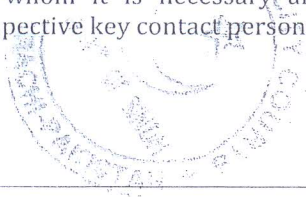
4.2 The Lead Advisor warrants that:

- (a) It has, in collaboration with its Consortium Members, all necessary knowledge base, human and material resources to undertake the Assignment according to the best international practices;
- (b) It has all necessary warranties from Consortium Members confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and
- (c) It has all necessary consent from Consortium Members to accept the Assignment, abide by the terms of the Contract and that they shall perform their respective parts of work professionally and according to the international best practices.

5. Communication

5.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.

5.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:



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**For GoS
Communication/Deliverable/report
address to:**

Name: Mr. Agha Wasif
Designation: Secretary, Energy
Department, Government of Sindh
Address: Energy Department, 3rd Floor,
State Life Building No. 3, Ziauddin
Ahmed Road, Karachi

Telephone: +92(21) 9920 6272

For Lead Advisor

Name: Ashruff Rana
Designation: Director
Address: 1st Floor, Kalim Plaza, Plot No. 3 -
A/1, Kaghan Road, F-8 Markaz, Islamabad
44000, Pakistan

Telephone: +92(51) 2851112-5

Email: a.rana@bridgefactor.com

**For PPP Unit, Finance Department
Copy of Communication/Deliverable/report address to:**

Name: Mr. Fahad Ansari
Designation: Director Finance, PPP Unit, Finance Department, Government of Sindh
Address: 7th Floor, A.K. Lodhi Block (Finance Building), Sindh Secretariat, Kamal Ata-
Turk Road, Karachi

Telephone: +92(21) 99222191

Email: Fahad.directorppp@gmail.com

6. Reporting/Deliverables

6.1 The Lead Advisor shall provide GoS with the following deliverables during the course of the Assignment:-

- i. Inception Report
- ii. Initial Assessment Report
- iii. Technical Feasibility Report
- iv. Legal Viability Assessment Report
- v. Financial Viability Assessment Report
- vi. Project Structure Analysis Report
- vii. Marketing
- viii. Bid Management
- ix. Transaction Negotiation and Signing of Concession Agreement
- x. Financial Close

6.2 Subject to the aforesaid, the outcome of the Project is to complete the Assignment as per the Terms of Reference.

6.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform the final feasibility report shall take into consideration the outputs from earlier work products submitted by the Advisory Consortium.

6.4 In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Terms of Reference, the Lead Advisor will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with all comments within a period of three(3) weeks, the GoS shall ensure that all comments are raised following one round of

its review) from the date of submission by the Lead Advisor of its draft reports/plans/models (as the case may be), the same will be deemed to be accepted by the GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Lead Advisor will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **Schedule C**.

7. Access

- 7.1 For undertaking the Assignment, the Advisory Consortium will have the access to and the GoS will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable and possible, which would facilitate the Advisory Consortium in connection with the Assignment.

8. Assignment and Charges

The Lead Advisor shall not assign this Contract or any part hereof except with prior consent in writing of the GoS, which consent the GoS shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate part of the Terms of Reference to the Consortium Members, possessing relevant expertise.

The GoS shall not assign this Contract or any part hereof except with prior consent in writing of the Lead Advisor.

9. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan and the language of the Contract shall be English.

10. Term, Termination and Survival

10.1 Term

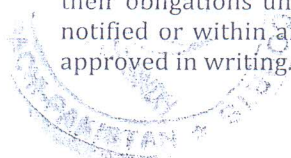
- i. The appointment of the Lead Advisor in terms of this Contract shall automatically terminate upon completion of the services as per the Terms of Reference. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project. Upon completion of services relating to the Project, the GoS will issue a project completion certificate to the Advisory Consortium.

10.2 Termination

10.2.1 By the GoS

The GoS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this clause. In such an occurrence the GoS shall give not less than thirty (30) days' written notice of termination to the Lead Advisor, and sixty (60) days' in the case of the event referred to in (e).

- a) If the Lead Advisor does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the GoS may have subsequently approved in writing.



- b) If the Lead Advisor becomes insolvent or bankrupt.
- c) If the Lead Advisor, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- e) If the GoS, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f) If the Advisory Consortium fails to comply with any final decision reached as a result of arbitration proceedings.

In case of the event referred to in (a), the Lead Advisor shall be liable to the GoS for the performance of the Assignment. Failure in the performance of obligations may lead to termination of Contract along with performance security forfeiture and / or black-listing of Lead Advisor.

10.2.2 By the Lead Advisor:

The Lead Advisor may terminate this Contract, by not less than thirty (30) days' written notice to the GoS, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this clause:

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract without Advisory Consortium fault.
- b) Pursuant to clause 27 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Lead Advisor that such payment is overdue.
- c) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the GoS fails to comply with any final decision reached as a result of arbitration proceedings.

10.2.3 Payment upon Termination

Upon termination of this Contract, the GoS shall make the following payment to the Lead Advisor:

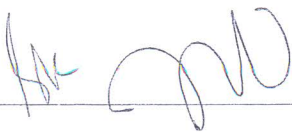
- i. Payment for milestones satisfactorily performed as per Contract prior to the effective date of termination;

10.3 Survival

Termination of this Contract (a) shall not relieve the Lead Advisor or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof (b) shall not relieve GoS for making payment of the Advisory Fee and other amounts due and payable in terms of this Contract; and (c) except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, shall not relieve either Party of any obligations that have already arisen or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

11. Amendments

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless



agreed to by all the Parties hereto and evidenced in writing.

12. Notices

Unless otherwise stated, notices to be given under this Contract including but not limited to a notice of waiver of any term, breach of any term of this Contract and termination of this Contract, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

For GoS	For Advisory Consortium
Secretary Energy Department, Government of Sindh, 3 rd Floor, State Life Building No. 3, Ziauddin Ahmed Road, Karachi	BRIDGE FACTOR Name: Ashruff Rana Designation: Director Address: 1st Floor, Kalim Plaza, Plot No. 3 - A/1, Kaghan Road, F-8 Markaz, Islamabad 44000, Pakistan
Karachi.	Telephone: +92(51) 2851112-5 Email: a.rana@bridgefactor.com
Telephone: +92(0) 21-9920 6272 Fax: +92(0) 21-992	

Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

13. Severability

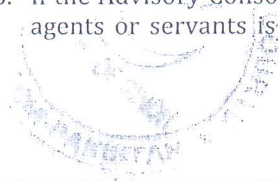
If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Contract or otherwise.

14. Fraud and Corruption

- A. If the Lead Advisor and/or its Personnel, sub-contractors, Consortium Members, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the GoS may, after giving 14 days notice to the Lead Advisor, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Advisory Consortium, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with clause 26 of this Contract.

Integrity Pact

- B. If the Advisory Consortium or any of its Consortium Members/Lead Advisor, agents or servants is found to have violated or involved in violation of the



[Handwritten signature]

Integrity Pact signed by the Lead Advisor as **Appendix-A** to this Contract, then the GoS shall be entitled to:

- a) recover from the Lead Advisor an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- b) terminate the Contract; and
- c) recover from the Lead Advisor any loss or damage to the GoS as a result of such termination or of any other corrupt business practices of the Lead Advisor or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Lead Advisor shall proceed in accordance with Sub-Clause 15 A. Payment upon such termination shall be made under Sub-Clause 15 A after having deducted the amounts due to the Client under 15 B Sub-Para (a) and (c).

15. Performance Standard

The Lead Advisor undertakes to perform the Assignment with the highest standards of professional and ethical competence and integrity. The Lead Advisor shall promptly replace any employees assigned under this Contract that the GoS considers unsatisfactory.

16. Confidentiality

The Lead Advisor shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Assignment, this Contract or the GoS's business or operations without the prior written consent of the GoS.

17. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Advisory Consortium for the GoS under the Contract shall belong to and remain the property of the GoS. The Lead Advisor may retain a copy of such documents and software.

18. Advisory Consortium Not to be Engaged in Certain Activities

The Lead Advisor agrees that, during the term of this Contract and for a period not exceeding 2 years after its termination, the Lead Advisor and any entity affiliated with the Advisory Consortium, shall be disqualified from providing goods, works or services (other than the Assignment or any continuation thereof) for any project resulting from the services specified in the agreement.

19. Advisory Consortium not to Benefit from Commissions, Discounts, etc.

The payment of the Lead Advisor pursuant to this Contract shall constitute the Lead Advisor's only payment in connection with this Contract or the Services, and the Advisory Consortium shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Advisory Consortium shall use their best efforts to ensure that the Personnel, any Consortium Members, and agents of either of them similarly shall not receive any such additional payment.

20. Prohibition of Conflicting Activities

The Lead Advisor shall not engage, and shall cause their Personnel as well as the Consortium Members and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

21. Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consortium Members in performing the services under this Contract, the price shall be increased or decreased accordingly by agreement between the Parties.

22. Force Majeure

The failure on the part of the Parties to perform their obligation (other than payment obligations) under the Contract will not be considered a default if such failure is the result of an event beyond the control of the Parties ("Force Majeure").

23. No Breach of Contract

The failure of a Party to fulfill any of its obligations (other than payment obligations) under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

24. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

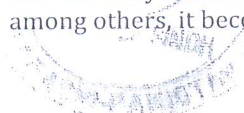
25. Lead Advisor's Actions Requiring GoS's Prior Approval

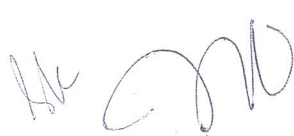
The Lead Advisor shall obtain the GoS's prior approval in writing before taking any of the following actions:

- a) entering into a subcontract for the performance of any part of the Assignment;
- b) appointing such members of the Personnel not listed by name in **Schedule-B** (Project Team);

26. Removal and / or Replacement of Personnel

- a) Except as the GoS may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional





Staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.

- b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Lead Advisor shall, at the GoS's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.
- c) The Lead Advisor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

27. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

28. Settlement of disputes

In the event of any dispute or claim arising out of or relating to this Contract or a breach hereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

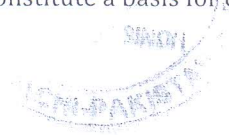
The Parties agree that:

- (a) All arbitration proceedings will take place in the jurisdiction of Sindh Province.
- (b) Except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.

29. Arbitration

The language of the arbitration shall be English.

- (a) It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 days from the date the arbitrator is appointed. The arbitral tribunal may extend this limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award;



- (b) The decision of such arbitration to award or awards made by such arbitrators and Umpire shall be final and binding upon the Parties hereto without appeal to any court or other party (s);
- (c) Pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract;
- (d) This clause shall continue in force notwithstanding the termination of this Contract; and
- (e) Resort to arbitration shall be a condition precedent to any legal proceedings through a court of Law.

Should arbitration occur between the Parties relating to the provisions of this Contract, each Party shall bear its arbitration expenses, witness and representation fees.

30. Schedules to the Contract

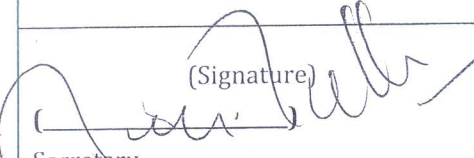
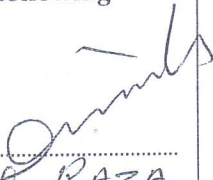

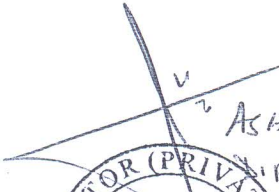
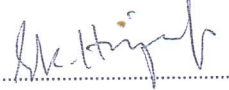
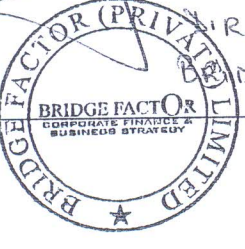
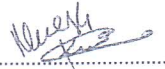
The following schedules shall form the integral part of this Contract:

- o Schedule A -Terms of Reference
- o Schedule B -Project Team
- o Schedule C -Deliverables and Payments
- o Schedule D -Time Plan

IN WITNESS WHEREOF the Parties have executed and delivered this Contract as of the date first above written.

[Signature Page Follows]



<p>For and on behalf of: ENERGY DEPARTMENT GOVERNMENT OF SINDH</p>		
<p>(Signature) </p> <p>Secretary Energy Department Secretary Energy Department Government of Sindh</p>		<p>In presence of the following witnesses:</p> <p>Signature: </p> <p>Name: <u>SHARAF RAZA</u></p> <p>CNIC No: <u>91304-2321638-3</u></p>
		<p>Signature: </p> <p>Name: <u>MUNAWWAR TARIQUE</u></p> <p>CNIC No: <u>42401-8232127-7</u></p>
<p>For and on behalf of: The Advisory Consortium</p>		
<p>(Signature) </p> <p>ASHRAF RANA DIRECTOR BRIDGE FACTOR (PRIVATE) LIMITED</p>		<p>In presence of the following witnesses:</p> <p>Signature: </p> <p>Name: <u>KHAWAJA MUHAMMAD</u></p> <p>CNIC No: <u>42301-0885872-1</u></p>
<p></p>		<p>Signature: </p> <p>Name: <u>Munesh Kumar</u></p> <p>CNIC No: <u>44103-3277085-3</u></p>



SCHEDULE A- TERMS OF REFERENCE

1.1 Terms of Reference

At any stage during any phase given below, the legal counsel, technical member(s) and financial member of the Advisory Consortium shall furnish legal, technical and financial opinion respectively as and when required by the GoS in respect of the deliverables regards to the Project. The internal co-ordination of the Advisory Consortium is the sole responsibility of the Lead Advisor.

1.1.1 **Phase 1: Feasibility** shall include but not limited to the following components:

1.1.1.1 Inception Report

1.1.1.2 Initial Assessment

- a. Study existing coal based power sector structure and analysis on way forward for the same;
- b. Analyze demand and supply gap of the electricity at national and provincial level;
- c. Prepare a commentary on reasons for shortfall of electric power and suggest measures for rectification;
- d. Assessment on major components of the Project and possible challenges & threats;
- e. Highlight factors impacting the project during the procurement, development and operations phases;
- f. Undertake preliminary risk assessment and incorporate the same in the initial project review report.

1.1.1.3 Technical Feasibility

- a. Assess the proposed/identified site for the Project including detailed area reconnaissance along with satellite imagery using latest technology;
- b. Identify the risks associated with the proposed site and suggest mitigations. The risks should highlight the following:
 - i. Nature of land and corrective measures if required;
 - ii. Carryout certain tests to certify that the available land is fit to be used for the project;
- c. Detailed topographic survey, soil investigation and geotechnical investigation of the proposed project location;
- d. Preparation of indicative land acquisition and utility / infrastructure folders (i.e. for relocation of utilities);
- e. Study and propose railway link route & alignment to transport coal from Thar coal fields to Ketī Bandar site;
- f. Assessment of railway link via existing mainrailway line with possibility to further transport coal to upcountry as well as Port Qasim;
- g. Propose ways & means through which coal can be converted into transportable product e.g. coal briquetting and pelleting etc. The study should propose and justify recommended technology for the same;
- h. Study and analyze jetty facility for Project in order to transport equipment to project location including technical specifications. Study on future expansion possibility into

full fledge port facility at Ketī Bandar;

- i. Prepare power generation technical viability assessment along with justification for recommended technology;
- j. Develop preliminary (schematic) designs according to international best practices covering all the technical aspects including the power generation capacity and recommended technology to be adopted;
- k. Study on water requirement/usage and its viable sources for coal based power plants as well as safe disposal of effluent;
- l. Study on evacuation of electricity through development of transmission line facilities along with necessary specifications;
- m. Strategic Environmental Assessment: The overall objective of the strategic environmental assessment is to integrate environmental and sustainability considerations including ecological, physical, social and institutional aspects into the planning and decision-making of the Project. The specific scope of works is as follows:
 - i. Prepare an environmental baseline of the project area including, but not limited to socioeconomic condition, demography, social infrastructure, development indicators, poverty, cultural heritage, archeology, air quality, ecology forests, mangroves, environmental protected areas etc. Identify the inter-relationship of these factors. The scope of the baseline shall be commensurate with the requirements of the assessment;
 - ii. Describe the regulatory framework that will be applicable to the project in the context of environment, forests, fisheries, wildlife and other aspects;
 - iii. Undertake consultation with key institutional and community stakeholder with the objective of informing and involving them in the decision-making process;
 - iv. Identify the development options and alternative proposals and provide a comparison of the options on environmental, social, technical and cost aspects;
 - v. Concentrating on the key issues of sustainable development provide sufficient, reliable and usable information for development planning and decision making;
 - vi. Propose tools such as policy, regulations, and guidelines for long-term planning in order to avoid the negative socioeconomic and environmental impacts of Project;
 - vii. Prepare terms of reference for specific activities under the Project;

1.1.1.4 Legal Viability Assessment

- a. Analyze the current institutional, legal and regulatory regime for power generation and distribution at federal and provincial level, especially in the context of the Constitution of Pakistan and Power Policy 2015 amended to date;
- b. Highlight and develop a comprehensive checklist of different institutional, legal and regulatory issues that may potentially impact the implementation of the Project;
- c. Identify the institutional framework required at the provincial level to set up such projects under Public Private Partnership (PPP) mode;
- d. Advise on whether the province can legally undertake such venture;

- e. Analyze laws, rules, regulations and approvals relevant for the project and assist with determining whether the Project is in compliance with such laws, rules, regulations and approvals.

1.1.1.5 Financial Viability Assessment

- a. Develop a comprehensive and detailed financial model (in MS Excel 2010 or a later version.) of the Project covering the projected revenues, construction/development and operations & maintenance cost estimates over the life of the Project and other important parameters for 30 years/likely concession period. The financial model shall be open source without any passwords for the GoS and no sheets or cells be hidden;
- b. Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;

1.1.1.6 Project Structure Analysis

- a) Prepare a viable transaction structure for implementation of the Project;
- b) Value for Money (VfM) analysis based on public sector comparator model;
- c) Identify possible PPP options and their impact on the financial and commercial viability, financial model and transaction structuring;
- d) Identify possible Government support may be required by developer, both financial and other
- e) Identify the project risks and develop risk matrix.

Note: The Transaction Advisor would be responsible to undertake all related surveys needed for preparation of feasibility study report.

1.1.2 Phase 2: Bid Management shall include but not limited to the following components:

1.1.2.1 Marketing

- a) Develop a marketing and communication strategy for sensitizing potential investors and other project stakeholders with the Project;
- b) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- c) Seek investor interest and feedback on project prior to launch of official solicitation;
- d) Arrange investor/bidder conferences, road shows and investor visits to market the Project;
- e) Assist the Client to establish a data room which will include all the relevant documents and information on the Project for investor due diligence.

1.1.2.2 Bid Management

- a) Prepare Expressions of Interests (the EOIs), pre-qualification criteria, Request for Proposal (the RFP) documents, concession agreements and project information memorandum for bidders;
- b) Help the GoS to invite EOIs, pre-qualify the bidders based on the pre-qualification criterion given in RFQ;
- c) Assist the GoS to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid

conference(s);

- d) Assist the GoS in pre-bid meetings and develop the document containing all the queries, observations and comments raised by the prospective bidders in all the pre-bid meetings;
- e) Assist the GoS in preparing and issuing the addendum to the RFP document, if required;
- f) Assist the GoS to evaluate the bids including technical and financial proposals.
- g) Assist the GoS in preparation of bid evaluation report.

1.1.3 **Phase 3: Transaction Negotiation and Financial Closure** shall include but be not limited to the following:

1.1.3.1 **Transaction Negotiation and Execution**

- a) Assist in final negotiation with preferred party and lenders/financiers for the Project;
- b) Assist in execution of the PPP agreement or otherwise between GOS, Special Purpose Vehicle/Company (SPV), the successful bidder and lenders/financiers for the Project;

1.1.3.2 **Financial Closure**

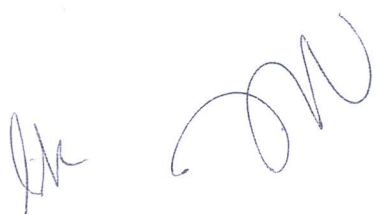
- a) Assist the GoS by negotiating on all the matters / documents / agreements related to financial closure and assist the GoS in achieving financial close;

SCHEDULE B - PROJECT TEAM

NAME	DESIGNATION	ORGANIZATION
Ashruff Rana	Financial Team Leader	Bridge Factor
Yasar Najib	Project Finance	Bridge Factor
Khwaja Huzaifa	Financial Analyst	Bridge Factor
Dieter Gessner	Power Technology Expert	Lahmeyer International
Hogler Hasselbach	Coal Power Specialist	Lahmeyer International
Muhammad Amir Khan	Railway Expert	PRACS
Syed Kazim Mehdi	Infrastructure & Building Expert	Techno Consult International
Hidayat Hasan	Jetty/Port Specialist	Hagler Bailly Pakistan
Amina Ahmed	Power Sector Expert – Legal Team	Axis Law Chambers
Waqas Ahmad Mir	Legal Expert	Axis Law Chambers

The engagement will be carried out under the overall supervision of the Lead Advisor, who will be the engagement partner for the Project.

The principal GoS contact for this engagement will be the Lead Advisor, who has been given overall responsibility for the performance of the obligations under this Contract and coordinating with the Consortium Members in the performance of their Assignment.



SCHEDULE C - DELIVERABLES AND PAYMENTS

S. No	Activities and Milestones	Mode of Payment		
		Timeline	Percentage	Amount (PKR)
PHASE-1 FEASIBILITY				
1.	Inception Report	Week 1	05	16,326,466/-
2.	Initial Assessment Report	10 months	05	16,326,466/-
3.	Technical feasibility Report		20	65,305,866/-
4.	Legal Viability Assessment Report		10	32,652,933/-
5.	Financial Viability Assessment Report		10	32,652,933/-
6.	Project Structure Analysis Report		05	16,326,466/-
PHASE-2 BID MANAGEMENT				
7.	Marketing	6 months after completion of Phase-1	05	16,326,466/-
8.	Bid Management		20	65,305,866/-
PHASE-3 TRANSACTION NEGOTIATION AND FINANCIAL CLOSE				
9.	Transaction negotiation and signing of Concession agreement		10	32,652,933/-
10.	Financial Close		10	32,652,933/-
	TOTAL		100	326,529,329/-

Bridge Factor	Axis Law	Lahmeyer International	Techno Consult	Hagler Bailey	PRACS	Total
73,291,640	30,000,000	36,708,360	39,681,279	11,848,050	135,000,000	326,529,329

Notes:

- Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants or in case of termination of this Contract, payments for the completed components of the milestones are to be made by the GoS.
- All payments under this Agreement shall be made to the Lead Advisor and each Consortium Member, in which case invoices raised by the Consortium Members shall be addressed to the GoS and verified by, and submitted to GoS by, the Lead Advisor. The account details for payment shall be provided by the Lead Advisor.

SCHEDULE D- TIME PLAN

To be submitted.



INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE
SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS 10.00
MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] 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 (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 Supplier] 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 Supplier] 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 contract, 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, contract or other instrument, be voidable at the option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] 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 Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer: _____

Name of Seller/Supplier: _____

Signature: _____

Signature: _____

[Seal]

[Seal]