

STAMP OFFICE CITY COURT, KARACHI

Issued to: K. P. M. G.
 CNIC/LEG No. CC 42501-1491451
 Vide D.S.R. No. 12 Dt. 27/9/18
 On behalf of Challan No. 61 Dt. 27/9/18
 for the purpose of BY
 Entry No. 128 Dt. 27/9/18

[Signature]
 27/9/18

CONSULTANCY SERVICES CONTRACT FOR K-IV POWER PROJECT

This Consultancy Services Contract ("Contract") is entered into at Karachi on this the 13th day of August 2018

By and between:

[Signature] PROJECT MANAGER *[Signature]*

1. THE GOVERNMENT OF SINDH THROUGH **MANAGING DIRECTOR, KARACHI WATER & SEWERAGE BOARD** having its office at 9th Mile Karsaz, Off Main Shahrah-e-Faisal Karachi, PAF Museum Rd, Darwaish Colony, Karachi (hereinafter referred to as "GoS");

AND

2. The Advisory Consortium, comprising of following members:

- Lead Advisor/ Financial Advisor: KPMG Taseer Hadi & Co.
- Technical Advisor: OMS (Pvt.) Ltd
- Legal Advisor: RIAA Barker Gillette
- Environmentalist: EMC Pakistan (Pvt.) Ltd

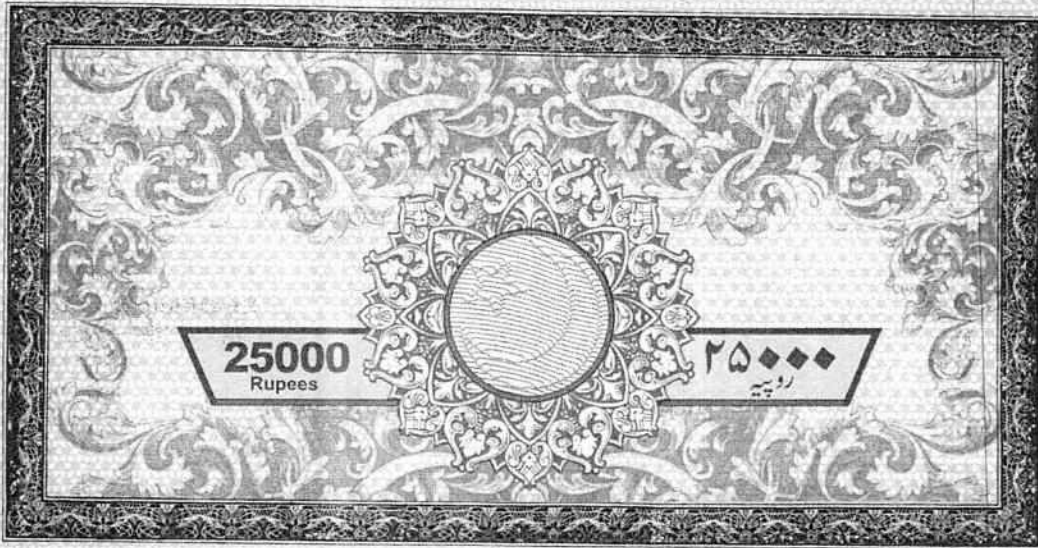
(GoS and the Advisory Consortium are hereinafter referred to individually as a "Party" and collectively as the "Parties").

WHEREAS:

- A. The GoS is desirous of establishing 50 MW Power Plant for K-IV 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").

[Signature]

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STAMP OFFICE CITY COURT

Issued to K.P.M.C
CNIC/LEG No. L/C 42501-149145-1
Vide D.S.R. No. 12 Dt. 27/9/18
On behalf of Challan No. 61 Dt. 27/9/18
for the purpose of 12
Entry No. 12 Dt. 27/9/18

[Signature]
27/9/18

- C. The Advisory Consortium, 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 29th May 2018 and scope clarification issued by GoS through an Addendum on 14 June 2018.
- D. The Lead Advisor in collaboration with the Consortium Members have confirmed to GoS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Advisory Consortium for undertaking the Assignment.

NOW THEREFORE, the parties hereto agree as follows:

1. Definition

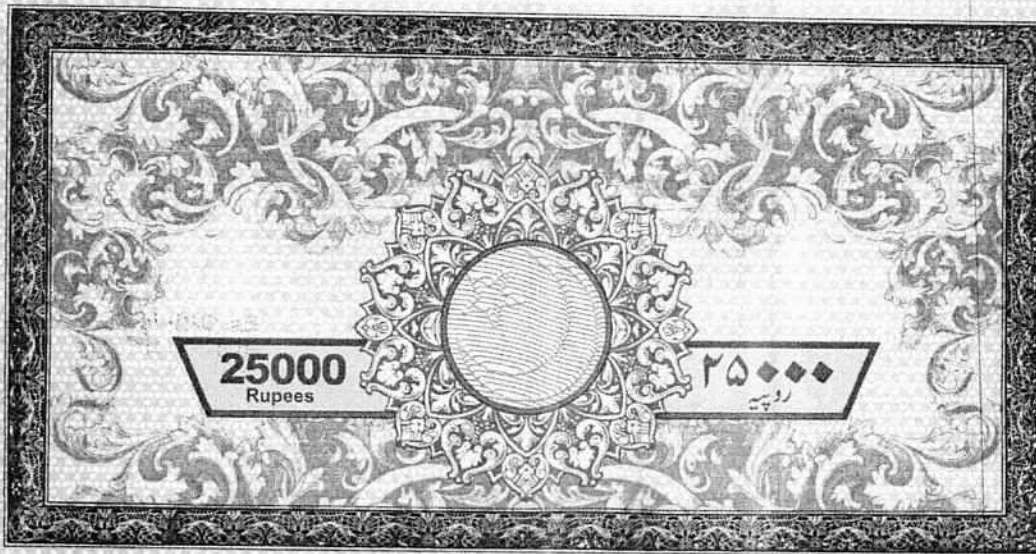
In this Contract, unless the contrary intention appears:

"Advisory Consortium" means collectively the members of advisory team for the Project comprising of (i) KPMG Taseer Hadi & Co. (Lead Advisor), (ii) OMS (Pvt.) Ltd, (iii) RIAA Barker Gillette and (iv) EMC Pakistan (Pvt.) Ltd for the Advisory Consortium, as listed in more detail in Schedule B, attached hereto;

"Applicable Laws" means all applicable laws, ordinances, regulations, judgments and orders of any competent court, central bank or governmental agency, authority in any relevant jurisdiction within the Islamic Republic of Pakistan, and such other laws as may be applicable;

"Contract" means this contract executed between Government of Sindh, through Managing Director, Karachi Water and Sewerage and the Advisory Consortium;

[Signature]



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Issued to K. P. M. G
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 On behalf of Challan No. 21 Dt. 27/7/18
 for the purpose of AD
 Entry No. 12 Dt. 27/7/18

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 27/7/18

NOVEMBER 2018
 AND ONLY

"Consortium Members" means and includes members of the Advisory Consortium, appointed under specific terms and who jointly agreed to undertake the specific tasks according to their field of expertise and agree to perform any specific Terms of Reference allocated or assigned by the Lead Advisor for the purposes of this Contract;

"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;

"Lead Advisor" means KPMG Taseer Hadi & Co. Chartered Accountants

"Technical Proposal" means the technical proposal in connection with the Assignment, submitted by the Advisory Consortium on 29th June 2018.

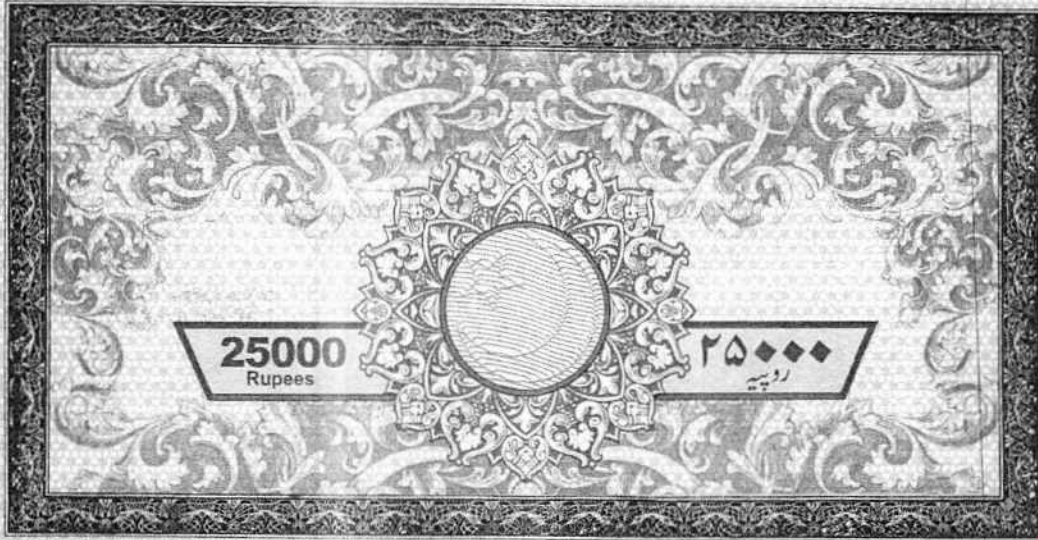
"Performance Security" means an amount of PKR equivalent to one percent (1%) of Advisory Fee, payable to the Advisory Consortium by the GoS in the form of pay order or bank guarantee.

"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;

2. Terms of Reference

- 2.1 GoS hereby appoints the Advisory Consortium for the purpose of carrying out of the Assignment and the provision of the services stated in the Terms of Reference and the Advisory Consortium agrees to such appointment for such consideration as set out in Clause 3 below. GoS agrees that specified portions of the Terms of Reference shall be performed by the Advisory Consortium according to their specialty and expertise, and shall be delegated by the Lead Advisor to members of the Advisory Consortium from time to time. 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.

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[Signature]
 Officer in Charge

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

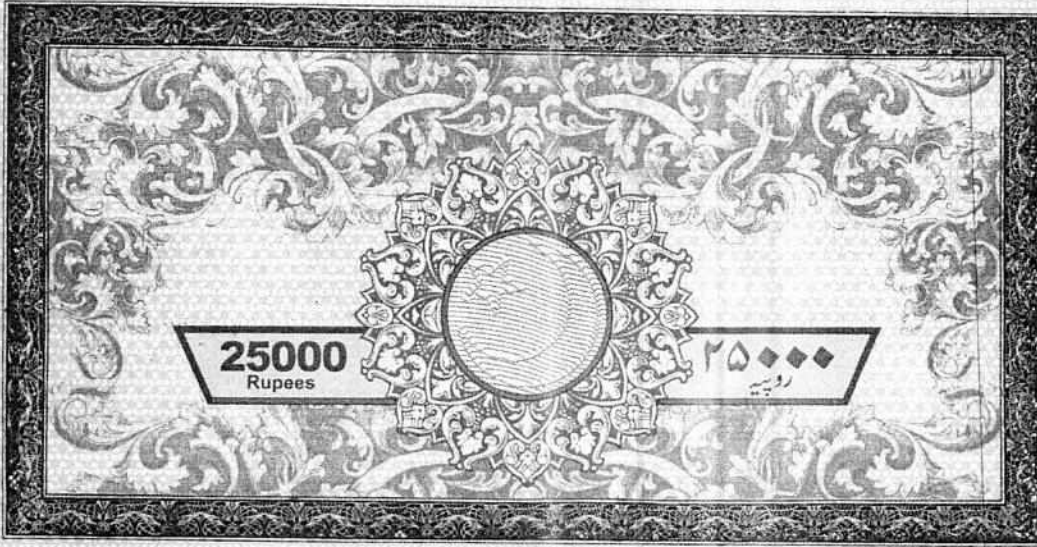
3.1 Fee

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 49,306,000 (Pak Rupees Forty-nine million three hundred and six thousand only) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of 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 SPPRA rules 2010 (amended from time to time), 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 3.1.2

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 On behalf of Challan No. 61 Dt. 27/2/18
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 Entry No. 12 Dt. 27/2/18

[Signature]
 27/2/18
 Ex. Officer

3.1.4 The members of the Advisory Consortium shall raise the invoices individually (along with the cover letter from the Lead Advisor) upon completion of respective milestones (as specified in Schedule C). All payments under this Agreement shall be made to the invoicing party of the Advisory Consortium (provided the invoice is accompanied by the cover letter of the Lead Advisor). The GoS shall make payment to the individual member of the Advisory Consortium separately as intimated by the Lead Advisor.

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 Consultancy Services Contract.*

4. Obligation of the Parties

4.1 The GoS undertakes:

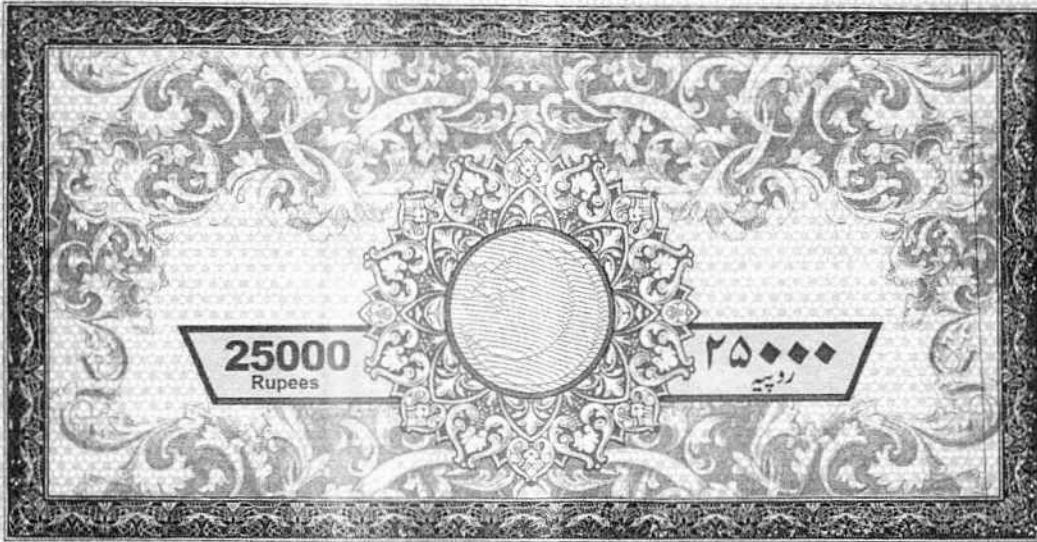
4.1.1 to remunerate the Advisory Consortium for the services in a timely manner as set out in the payments clause herein;

4.1.2 to use its reasonable endeavors to ensure that the Advisory Consortium has timely and adequate access to all information, personnel and documentation available to the institution that will be required by the Advisory Consortium to render the services;

4.1.3 to inform the Advisory Consortium of any information or developments which may come to their attention during the duration of the Contract, which might have a bearing on or be relevant to the services to be provided by the Advisory Consortium;

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STAMP OFFICE CITY COURT KARACHI

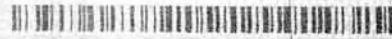
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On behalf of Challan No. 41 Dt. 27/2/18
for the purpose of dy
Entry No. 12 Dt. 27/2/18

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27/2/18

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- 4.1.4 to co-operate with the Advisory Consortium at all times for the purposes of facilitating a timely and efficient delivery of the services;
 - 4.1.5 to retain responsibility and accountability for the management, conduct and operation of its business and affairs;
 - 4.1.6 that all decisions made in respect of the services or anything ancillary thereto shall be made independently by the GoS after careful consideration of the same. It is clarified that the GoS shall be solely liable/responsible for the consequences/repercussions of its decisions;
 - 4.1.7 to retain responsibility and accountability for the delivery, achievement or realization of any benefits directly or indirectly related to the Services, which require implementation by the GoS;
 - 4.1.8 to accept the provision of the Services on its own behalf and as agent for any other beneficiaries. The GoS shall procure in such circumstances that any other beneficiaries shall act on the basis that they are a party to this Agreement, as if they had each signed a copy of this Agreement and agreed to be bound by it. However, the GoS alone shall be responsible for payment of fees. For the avoidance of any doubt, it is clarified that the Advisory Consortium will only be required to accept instructions in connection with the provision of the Services from the GoS.
- 4.2 The Advisory Consortium undertakes:**
- 4.2.1 to perform the Services using reasonable skill and care in accordance with applicable professional standards;
 - 4.2.2 to submit Performance Security on or before the Signing Date of this Contract.
 - 4.2.3 to devote the necessary time and attention to providing the delivery of TORs, as set out in the Schedule A, and not engage in any business or activity that will prevent the Advisory Consortium from providing the Services;

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 On behalf of Challan No. 61 Dt. 27/2/18
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 Entry No. 12 Dt. 27/2/18

(RUPEES TEN THOUSAND ONLY)

to maintain, at all times, the highest degree of good faith towards the GoS and to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the GoS of the same. The Parties shall seek to resolve the situation as quickly as possible, however, in the event that the situation cannot be resolved within thirty (30) days the GoS or the Lead Advisor may refer the matter for dispute resolution in terms of Clause 28 of this Agreement. A deliberate failure by the Advisory Consortium to inform the GoS of any conflict of interest shall amount to a material breach of the Agreement and may entitle the GoS to terminate the Agreement forthwith;

to render the services in accordance with the Terms of Reference, deliverables, timeframes and specifications, as set out in the Schedule A, annexed hereto, as amended by written agreement of the Parties;

that all actions and commitments agreed upon or pursuant to the Terms of Reference and the Agreement, will be strictly adhered to;

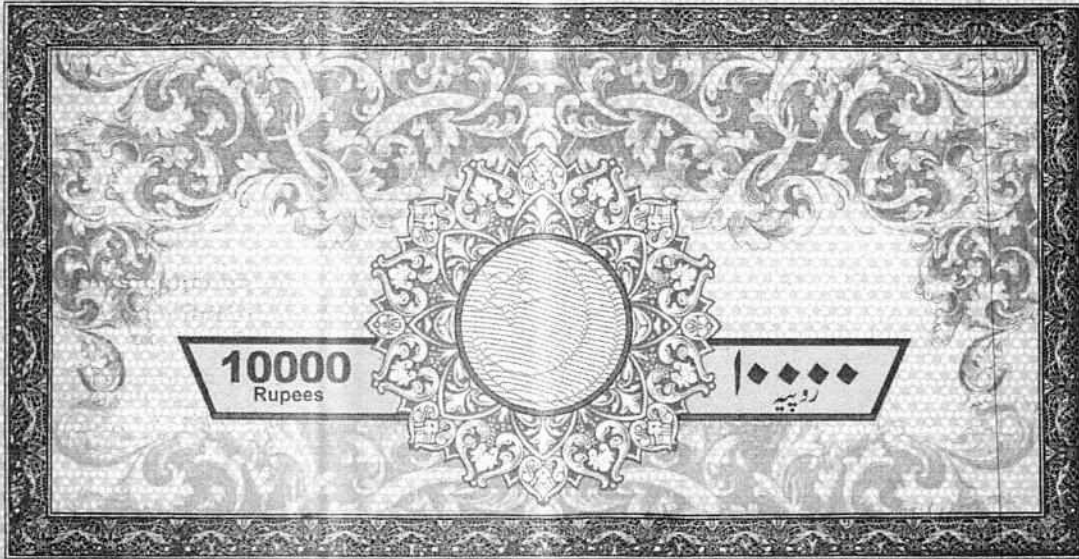
to provide the GoS with any information and reports reasonably requested by the GoS in connection with the Services to the extent that the same are covered in the scope of work, and which information the Advisory Consortium warrants to be accurate and complete;

to maintain the professional personnel as promised and committed to by the Advisory Consortium in its proposal throughout the life of this Agreement, and that in the event of any dedicated member of the Advisory Consortium's personnel becoming incapacitated and unable to carry out his or her duties or whose performance the GoS reasonably considers to be unsatisfactory in its discretion, to replace, at the Advisory Consortium's cost, such member, subject to the written approval of the GoS;

4.2.9 to observe neutrality and objectivity in its views and opinions; and to respect and observe all Applicable Laws.

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STAMP OFFICE CITY COURT, KARACHI

Issued to K. P. M. Co
CNIC/LEG No LC 42501-14945 1
vide D.S.R. No 12 Dt. 27/2/18
On behalf of Challan No. 61 Dt. 27/2/18
for the purpose of MS
Entry No. 12 Dt. 27/2/18

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5. Warranties

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

5.2 The Advisory Consortium represented by the lead member warrants that:

5.2.1 It is duly organized and validly existing under the Applicable Laws, and that it has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

5.2.2 It has taken all necessary corporate and other actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement; and validly exercise its rights and perform its obligations under this Agreement;

5.2.3 this Agreement and all obligations contained herein constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof;

5.2.4 It has, in collaboration with its Advisory Consortium members, all necessary knowledge base, human and material resources to undertake the Assignment;

5.2.5 It has all necessary warranties from Advisory 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

5.2.6 It has all necessary consent from Advisory Consortium members to accept the Assignment, abide by the terms of the Contract and that the Advisory Consortium members shall perform their respective parts of work professionally and according to the international best practices.

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 On behalf of Challan No: 61 Dt: 27/7/18
 for the purpose of: AG
 Entry No: 12 Dt: 27/7/18

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 27/7/18

5.2.7 each member of the Advisory Consortium shall be severally liable for the performance of its obligations in connection with and/or under this Agreement;

5.2.8 no warranty made by the Advisory Consortium contained herein or in any other document furnished by it to the GoS contains any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty misleading;

6. Communication

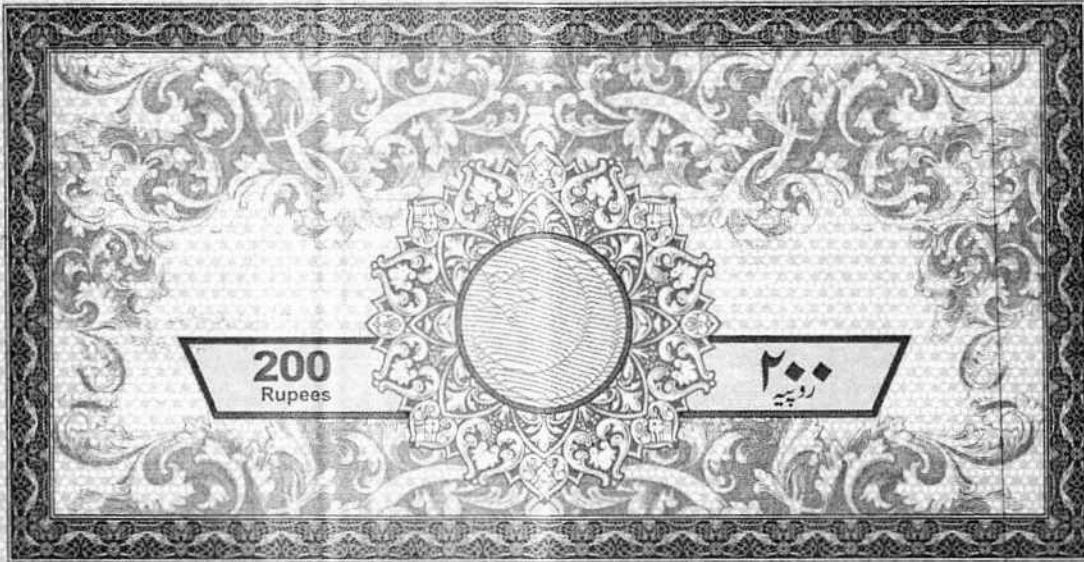
6.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.

6.2 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:

For GoS	For Advisory Consortium
<p>Communication/Deliverable/report address to: <i>[Handwritten signature]</i> PROJECT MANAGER <i>3/June</i> SOMW POWER PLANT FOR K-IV Address: 9th Mile Karsaz, Off Main Shahrah-e-Faisal Karachi PAF Museum Rd, Darwaish Colony, Karachi Telephone: 021-99245160</p>	<p>Name: Adnan Rizvi Designation: Partner Head of Deal Advisory Address: Sheikh Sultan Trust, Building #2 Beaumont Road. Telephone: 92-21-35685847 Email: adnanrizvi@kpmg.com</p>

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 Ag.

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STAMP OFFICE CITY

Issued to E.P.M. Co
CNIC/LEG No. c/c 42501-1491451
Vide D.S.R. No. 12 Dt. 27/2/18
On behalf of Challan No. 61 Dt. 27/2/18
for the purpose of ST
Entry No. 12 Dt. 27/2/18

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27/2/18

7. Reporting/Deliverables

7.1 The Lead Advisor, in collaboration with the Consortium Members, shall provide GoS with the following deliverables during the course of the Assignment: -

PHASE - I

1. Inception Report
2. Technical Options Assessment
3. Identification of Project Location
4. Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis
5. Financial Viability Assessment Report
6. PPP Options Analysis Report
7. Legal, Institutional and Regulatory Assessment Report

PHASE - II

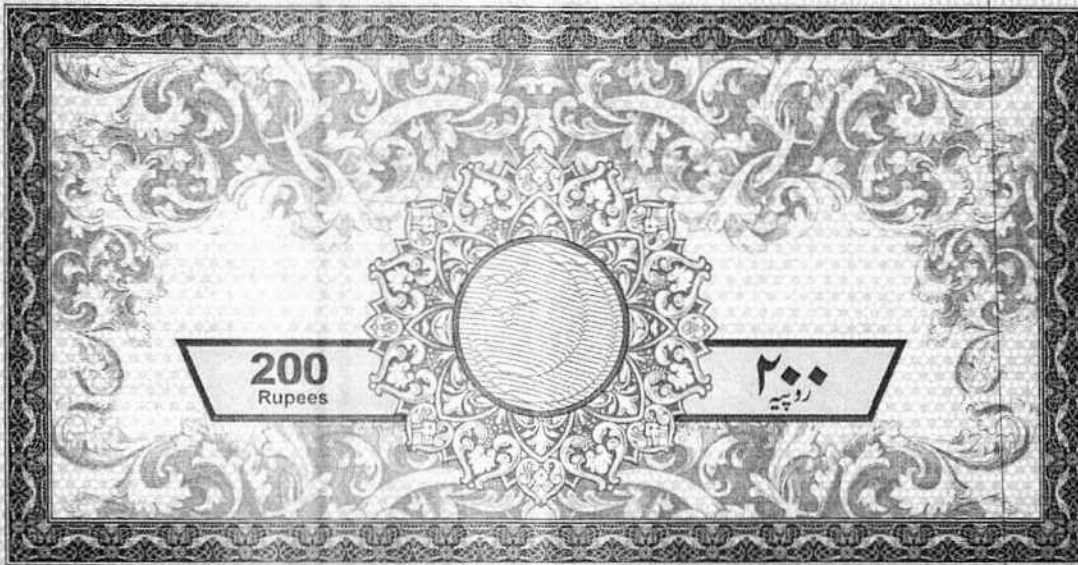
1. Marketing & Submission of Procurement Package
2. Issuance of Bid Documents to the Bidders
3. Submission of Bid Evaluation Report
4. Issuance of Letter of Award/Acceptance

PHASE - III

1. Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents
2. Signing of Power Purchase Agreement and Implementation/Concession Agreement
3. Financial Close

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A. S.

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Issued to X.P.M.C
 CNIC/LEG No 42501-1491451
 Vide D.S.R No. 12 Dt. 27/9/18
 On behalf of Challan No. 61 Dt. 27/9/18
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10. Law Governing Contract and Language

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

11. Term, Termination and Survival

11.1 Term

The appointment of the Advisory Consortium 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. Notwithstanding anything to the contrary in this Contract, on expiry of the appointment of the Advisory Consortium, the GOS shall pay the outstanding portion of the Advisory Fee.

11.2 Termination

11.2.1 By the GoS

The GoS may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this clause. In such an occurrence the GoS shall give not less than thirty (30) days' written notice of termination to the Advisory Consortium.

- a) If the Advisory Consortium does not remedy the failure in the performance of its 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 any member of the Advisory Consortium becomes insolvent or bankrupt.

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- c) If any member of the Advisory Consortium, in the judgment of the GoS 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 are 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 any event referred to above, 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 any or all Consortium Members.

11.2.2 By the Lead Advisor:

The Advisory Consortium 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 (d) of this clause:

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract.
- b) Pursuant to clause 29 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Advisory Consortium 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.

11.2.3 Payment upon Termination

Upon termination of this Contract, the GoS shall make the following payment to the Advisory Consortium:

- i. Payment for milestones satisfactorily performed as per Contract prior to the effective date of termination;
- ii. Payment for any deliverable in progress, on mutually agreed terms, partially completed by the effective date of termination.

12 Survival

- 12.1 Termination of this Contract; (a) shall not relieve the Advisory Consortium 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 arising out of such Termination.

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13 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.

14 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:

<p><i>3/1/10</i></p> <p>For GoS</p> <p>Project Manager 50MW Power Plant for K-IV KW&SB Address: 9th Mile Karsaz, Off Main Shahrah-e-Faisal Karachi PAF Museum Rd, Darwaish Colony, Karachi Telephone: 021-99245160</p>	<p>For Advisory Consortium</p> <p>Name: Adnan Rizvi Designation: Partner KPMG Taseer Hadi & Co. Address: Sheikh Sultan Trust Building No. 2 Beaumont Road Telephone: 92-21-35685847 Email : adnanrizvi@kpmg.com</p>
<p>For PPP Unit</p> <p>Director Finance Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh Karachi.</p> <p>Telephone: 021- 99222187 Email: mi2377@columbia.edu</p>	

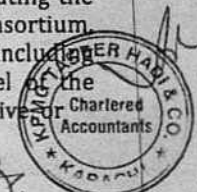
Or such mail address, telephone number, telex number, or email address as may be duly notified by the respective Parties from time to time.

15 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.

16 Fraud and Corruption

- A. If the GoS determines that the Advisory Consortium and/or its personnel, sub-contractors, 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 Advisory Consortium, terminate 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,



obstructive practice during the execution of the Contract, shall be removed in accordance with clause 28.

B. Integrity Pact

If the Advisory Consortium or any of its agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor as submitted along with the proposal, then the GoS shall be entitled to:

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Advisory Consortium shall proceed in accordance with Sub-Clause 16A. Payment upon such termination shall be made under Sub-Clause 16A after having deducted the amounts due to the GoS under 16 B sub-Para (a) and (c).

17 Performance Standard

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

18 Confidentiality

The Advisory Consortium 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' business or operations without the prior written consent of the GoS.

19 Ownership of Material

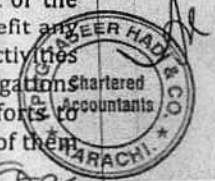
Any studies, reports or other material, graphic, software or otherwise, prepared by the Advisory Consortium for the GoS under the Contract shall belong to and remain the property of the GoS. The Lead Advisor and/or the Consortium Members may retain copies of such documents and software.

20 Advisory Consortium Not to be Engaged in Certain Activities

The Advisory Consortium agrees that, during the term of this Contract and after its termination, the Lead Advisor, Consortium Members 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 or closely related to the services specified in the agreement.

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

The payment of the Advisory Consortium pursuant to this Contract shall constitute the Advisory Consortium'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.



22 Prohibition of Conflicting Activities

The Lead Advisor and the Consortium Members, shall not engage, and shall cause 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.

23 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 in performing the services under this Contract shall be increased or decreased accordingly by agreement between the Parties.

24 Force Majeure

The failure on the part of the parties to perform their obligation under the Contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

25 No Breach of Contract

The failure of a Party to fulfill any of its 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.

26 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.

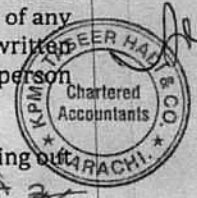
27 Advisory Consortium's Actions Requiring GoS' Prior Approval

The Advisory Consortium shall obtain the GoS' 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 or the personnel not listed by name in **Schedule-B** (Project Team);

28 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 Advisory Consortium 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 Advisory Consortium shall, at the GoS' written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.
- c) The Advisory Consortium shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.



29 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.

30 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, within ten (10) days from the date of such failure, 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) The seat of Arbitration shall be in Karachi, Sindh.
- (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.

31 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 own costs in connection with arbitration expenses, witness and representation fees.

32 Liability and Indemnities

- 32.1 The Advisory Consortium shall indemnify, defend and hold the GoS harmless against any and all proceedings, actions and third-party claims arising out of a breach by the Advisory Consortium of any of its obligation under this Agreement except to the extent that any such claim has arisen due to the event of GoS default.



However, any claims for liability shall be subject to limitations set forth in this Agreement;

- 32.2 The GoS will indemnify, defend and hold harmless the Advisory Consortium and its members against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of a breach by the GoS, its officers, servants and agents of any obligations of the GoS under this Agreement except to the extent that any such claim has arisen due to the event of Advisory Consortium's default or negligence. However, any claims for liability shall be subject to limitations set forth in this Agreement;
- 32.3 Without limiting the generality of clause 32.1 above and subject to the limitations contained in this Agreement, the Advisory Consortium shall fully indemnify, save harmless and defend the GoS including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) a failure of the Advisory Consortium to comply with applicable laws (including intellectual property laws and rights) and applicable permits or (ii) a failure on the part of the Advisory Consortium to make any payments of amounts due as a result of materials or services furnished to the Advisory Consortium by any of its sub-contractors which are payable by the Advisory Consortium to any of its sub-consultants except where such failure to pay occurs due to a non-payment by the GoS to the Advisory Consortium.
- 32.4 The GoS agrees that the Advisory Consortium, its partners, principals, and employees shall not be liable to the GoS for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fees paid by the GoS to the Advisory Consortium under this Agreement up to the date of the claim. In no event shall the Advisory Consortium, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) in connection with the Services provided in this Agreement. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
- 32.5 The GoS hereby indemnifies and agrees to hold the Advisory Consortium harmless from and against any and all liabilities suffered or incurred by, or brought or threatened to be brought or entered or enforced against the Advisory Consortium which arise out of matters or transactions contemplated by, or consequent upon the Advisory Consortium's engagement under the terms of, this Agreement. The liabilities to which this paragraph applies shall include costs of investigating, defending, preparing a defense and disputing any liabilities and costs incurred in establishing any claim against any other person or in mitigating any loss and shall be additional to any rights which the Advisory Consortium may have at law. This indemnity shall not be affected in any way by any enquiry or investigation, which the Advisory Consortium may have conducted into any matter.
- 32.6 The GoS shall indemnify the Advisory Consortium, including their affiliates and persons against all claims by third parties (including its affiliates and lawyers) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through GoS or its request.
- 32.7 The GoS shall make any claim relating to the services or otherwise under this Agreement no later than within 12 months of the act or omission alleged to have caused the claim. The GoS may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other firm or its subcontractors, members, shareholders, directors, officers, partners, principals, or employees ("KPMG Persons") to the extent that no direct contractual relationship exists between the GoS and any KPMG Firm or any KPMG Persons. The GoS shall make any claim or bring proceedings only against the Advisory Consortium on the basis that it is the Party with whom the GoS have contracted.



32.8 The GoS confirms that the abovementioned indemnity provided by the Advisory Consortium is subject to the following;

(a) each Advisory Consortium member shall be liable and responsible for its own Deliverables as per the Scope of Work detailed in Schedule A; (b) members of the Advisory Consortium shall not be deemed to be in partnership and their liability at all times shall be several and; (c) no Advisory Consortium Member shall be responsible nor liable for the Deliverables or the contents of the Deliverables of any other Consortium Member.

32.9 Notwithstanding anything to the contrary contained in this Agreement, the maximum aggregate liability of the Advisory Consortium, under this Agreement shall be restricted to the total fee paid by the GoS to them for the Scope of Work assigned as described in Schedule A. Similarly, the total liability of each Advisory Consortium member in relation to performance or non-performance of the Services attributable to such shall not exceed the fees paid to it or received by it from the GoS.

33 Exclusion of Implied Warranties

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by any Party not contained in a binding legal agreement executed by the Parties.

34 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.



SCHEDULE A- TERMS OF REFERENCE

PHASE 1: Feasibility shall include but not limited to the following components:

Inception Report

- Provide a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates and any additional requirements. It will at least clearly articulate the main objectives of the Project together with the activities that are planned for in order to meet those objectives.

Technical Options Assessment

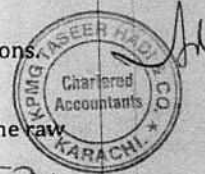
- Provide techno-commercial cost and benefit analysis of at least the following technical options applicable to the Project:
 - Power supply entirely based on base-load thermal generation, such as NG/RLNG
 - Power supply entirely based on renewable sources of power, i.e., solar and/or wind
 - Power supply including mix of thermal (NG/RLNG), and solar or wind or a combination of all three.
- Provide a list of projects along with industries with similar power supply solutions, and a list of potential technology options that are commercially available around the region/world.
- Run techno-commercial analysis along with recommendations on seeking back-up supply from local distribution company (HESCO)
- Techno-commercial analysis of transmission/distribution interconnection between the Project and pumping stations (1 & 2) of K-IV Phase 1 project

Identification of Project Location

- Keeping in mind the proposed power mix recommended under 5.3.1.2, provide a comprehensive list of parameters relevant in land selection for 50 MW power plant including at least access to closest grid network, distance between two pumping stations, land terrain most suitable for laying of transmission lines, interconnection with local power distribution network, availability of water for power complex, legal and physical status of land on the ground, and access to closest gas/fuel distribution network.
- Conduct surveys of land area located between pumping station 1 and pumping station 2 of K-IV Phase 1 project in consultation with all relevant departments including NTDC/STDC and SSGC.
- Based on a comprehensive list of parameters above, propose and recommend land options (priority-wise) most suitable for the installation of power station. The Procuring Agency shall then finalize land options for the implementation of project.

Technical & Financial Feasibility Study, including analysis of Fuel Supply Chain

- Assess the proposed/identified site(s) selected as Project location.
- Identify the risks associated with the proposed site(s) and suggest mitigations. The risks should highlight the following:
 - Nature of land and corrective measures if unsuitable to be used in the raw form



- Suggest Government agencies the issues required for the Clearance of the proposed site of all the risks lying in the form of buried utilities, overhanging utilities or any other obstruction
- Carryout all the relevant technical tests to certify that the available land is fit to be used for the project.
- Load Flow Study adequately incorporating transmission data and nature of power requirement of the pumping stations.
- Topographic survey and develop preliminary design of the facility.
- Carryout the initial environment examination (IEE) of the project considering all aspects of environment.
- Develop preliminary plant layout including type of technology, plant fuel, water requirements, percentage of power mix (thermal, solar and/or wind), fuel supply and interconnection with gas network, interconnection with pumping station 1 and pumping station 2 of K-IV and preliminary grid infrastructure network.

Financial Viability Assessment

- Develop financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance cost estimates over the life of the Project;
- Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;
- Prepare a list of fiscal incentives that are in line with incentives available to Independent Power Plants (IPPs) and Captive Power Plants (CPPs) that may be available to the developer.

PPP Options Analysis

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

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

Legal, Institutional and Regulatory Assessment

- What laws, rules, regulations will be involved in the project implementation?
- In case of un-availability of fiscal incentives available to IPP, what approaches may be adopted to make the Project bankable?
- What kind of District, Provincial and Federal approvals are required for establishing the project?
- What will be the role of NEPRA during project development, execution and operation phase?
- Develop a time line of approvals required at various stages.



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

Marketing

- Sensitize potential investors, developers, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- Seek investor interest and feedback on project prior to launch of official solicitation and organize marketing road-shows and investor conferences;
- Assist the Procuring Agency to establish a data room/dashboard which will include all technical studies/drawings and the relevant project documentation/information on the Project for investor due diligence.

Package

- Prepare Notice for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, and relevant project agreements (as per applicable standards) including Power Purchase Agreement, Wheeling Agreement, Gas/Fuel Supply Agreement(s), Concession Agreement/Implementation Agreement and project information memorandum for bidders;
- Presentation of feasibility study outcomes and proposed project structure to the PPP Policy Board for necessary approvals.

Issuance of Bid Documents

- Presentation of project bidding documents to the technical & financial evaluation committee (TFEC) for necessary approvals.
- Issuance of bidding documents including EOI, pre-qualification document, RFP, draft concession agreement and project information memorandum to bidders pursuant to SPPRA rules.

Submission of Bid Evaluation Report

- Assist the Procuring Agency in inviting proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- Assist the Procuring Agency to evaluate the bids including technical and financial proposals.
- Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) for necessary approvals.
- Assist the Procuring Agency in preparation of Bid Evaluation Report.

Issuance of Letter of award/acceptance

- Presentation of project procurement outcomes and project structure to the PPP Policy Board for necessary approvals
- Assist the Procuring Agency in issuance of Letter of award/acceptance to preferred bidder

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

Drafting, Reviewing, Negotiation and/or Finalization of all Project Documents including Power Purchase Agreement, Implementation Agreement, Wheeling Agreement, Gas/Fuel Supply Agreement, Land Lease/License Agreement (if required), and financing documents



Transaction Negotiation and Execution

- Assist in final negotiation with the preferred party;
- Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.
- Assist in execution of all relevant documents including the Power Purchase Agreement, Implementation/Concession Agreement, Wheeling Agreement, Land lease/License Agreement (if required), between GOS, Special Purpose Vehicle/Company (SPV) and the successful bidder;

Financial Closure

- Assist the GoS by achieving financial close.

SCHEDULE B - PROJECT TEAM

NAME	DESIGNATION	ORGANIZATION
Lead/Financial Team		
Adnan Rizvi	Partner (Deal Advisory)	KPMG Taseer Hadi & Co.
Ali Asgher	Director	KPMG Taseer Hadi & Co.
Technical Team		
M. Afzal Siddiqui		OMS (Pvt.) Ltd
Irshad Ahmed		OMS (Pvt.) Ltd
Wasif Nawab		OMS (Pvt.) Ltd
Ali Afzal		OMS (Pvt.) Ltd
Azizullah Palejo		OMS (Pvt.) Ltd
Technical / Environmental Team		
Dr. Badar Munir Khan Ghauri		EMC Pakistan (Pvt.) Ltd
Legal Team		
Bilal Shaukat	Partner	RIAA Barker Gillette
Hasnain Naqvee	Senior Partner	RIAA Barker Gillette
Shafaq Rehman	Associate Partner	RIAA Barker Gillette
Ehtisham Qadir	Associate	RIAA Barker Gillette
Haseeb Rao	Associate	RIAA Barker Gillette
Mahad Memon	Junior Associate	RIAA Barker Gillette

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 by the Advisory Consortium under this Contract and coordinating with the Advisory Consortium members in the performance of their Assignment.



Handwritten initials or signature.

SCHEDULE C - DELIVERABLES AND PAYMENTS

Phase-1: Feasibility		Payment
1	Inception Report	0%
2	Technical Options Assessment	5%
3	Identification of Project Location	5%
3	Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis	15%
5	Financial Viability Assessment Report	10%
6	PPP Options Analysis Report	05%
7	Legal, Institutional and Regulatory Assessment Report	05%

**The timeline is from signing of Consultancy Services Agreement for each deliverable*

Phase-2: Transaction Advisory		Payment
1	Marketing & Submission of Procurement Package	15%
2	Issuance of Bid Documents to the Bidders	05%
3	Submission of Bid Evaluation Report	05%
4	Issuance of Letter of Award/Acceptance	05%

**The timeline is from signing of Consultancy Services Agreement for each deliverable*

Phase-3: Transaction Negotiation and Financial Closure		Payment
1	Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents	10%
2	Signing of Power Purchase Agreement and Implementation/Concession Agreement	5%
3	Financial Close	10%

Notes:

- a. 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.
- b. In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the GoS.



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ANNEXURE TO SCHEDULE C - DELIVERABLES AND PAYMENTS TO EACH MEMBER

Phase I: Feasibility			45%
Initial Assessment Report	0%	0.0	
Technical Options Assessment	05%	2,465,300.00	
Identification of Project Location	05%	2,465,300.00	
Technical & Feasibility Study, Fuel Supply Analysis	15%	7,395,900.00	
Financial Viability Assessment Report	10%	4,930,600.00	
PPP Options Analysis Report	05%	2,465,300.00	
Legal, Institutional & Regulatory Viability Report	05%	2,465,300.00	
Phase II: Transaction Advisory			30%
Marketing & Submission of Procurement Package	15%	7,395,900.00	
Issuance of Bid Documents to Bidders	05%	2,465,300.00	
Submission of Bid Evaluation Report	05%	2,465,300.00	
Issuance of Letter of Award/Acceptance	05%	2,465,300.00	
Phase III: Transaction Negotiation & Financial Close			25%
Drafting, Negotiation and Finalization Of all Project Documents	10%	4,930,600.00	
Signing of Power Purchase Agreement and Implementation/Concession Agreement	05%	2,465,300.00	
Financial Close	10%	4,930,600.00	
Total Costs inclusive of Taxes		49,306,000.00	



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SCHEDULE D- TIME PLAN

	<i>Phase-1: Feasibility</i>	<i>Timeline (from signing of Consultancy Contract)</i>
1	<i>Inception Report (shall cover 5.3.1.1 of ToR)</i>	<i>1 week</i>
2	<i>Technical Options Assessment (shall cover 5.3.1.2 of ToR)</i>	<i>2 weeks</i>
3	<i>Identification of Project Location (shall cover 5.3.1.3 of ToR)</i>	<i>1.5 months</i>
4	<i>Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis (shall cover 5.3.1.4 of ToR)</i>	<i>3 months</i>
5	<i>Financial Viability Assessment Report (shall cover 5.3.1.5 of ToR)</i>	<i>3.5 months</i>
6	<i>PPP Options Analysis Report (shall cover 5.3.1.6 of ToR)</i>	
7	<i>Legal, Institutional and Regulatory Assessment Report (shall cover 5.3.1.7 of ToR)</i>	

**The timeline is from signing of Consultancy Services Agreement for each deliverable*

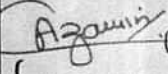




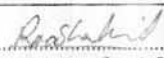
	<i>Phase-2: Transaction Advisory</i>	<i>Timeline (from signing of Consultancy Contract)</i>
8	<i>Marketing & Submission of Procurement Package (shall cover 5.3.2.1 & 5.3.2.2 of ToR)</i>	<i>4 Months</i>
9	<i>Issuance of Bid Documents to the Bidders (shall cover 5.3.2.3 of ToR)</i>	<i>5 Months</i>
10	<i>Submission of Bid Evaluation Report (shall cover 5.3.2.4 of ToR)</i>	<i>8 Months</i>
11	<i>Issuance of Letter of Award/Acceptance (shall cover 5.3.2.5 of ToR)</i>	<i>9 Months</i>

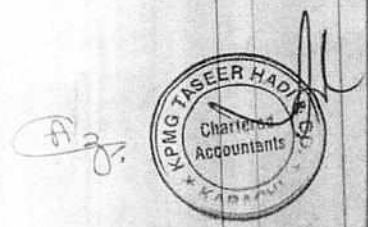
**The timeline is from signing of Consultancy Services Agreement for each deliverable*

	<i>Phase-3: Transaction Negotiation and Financial Closure</i>	<i>Timeline (from signing of Consultancy Contract)</i>
12	<i>Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents (shall cover 5.3.3.1 of ToR)</i>	<i>10 months</i>
13	<i>Signing of Power Purchase Agreement and Implementation/Concession Agreement (shall cover 5.3.3.2 of ToR)</i>	<i>12 months</i>
14	<i>Financial Close (shall cover 5.3.3.3 of ToR)</i>	<i>16 months</i>



[Signature Page Follows]

For and on behalf of: Karachi Water and Sewerage Board, GOVERNMENT OF SINDH	
 (Signature) Project Director K-IV Project Karachi Water & Sewerage Board	In presence of the following witnesses:  Signature: Name: MIZ KHAN CNIC No: 45244-1397997-7
	Signature:  Name: Anzle Aftab CNIC No: 42201-1145800-7
For and on behalf of: Consortium	
 (Signature) Name: Adnan Rizvi Designation: Partner Head of Deal Advisory KPMG Taseer Hadi & Co. Chartered Accountants Address: Sheikh Sultan Trust Building No.2, Beaumont Road, Karachi Telephone: +92 21 35685847 Email: adnanrizvi@kpmg.com	In presence of the following witnesses:  Signature: Name: SAUD AHMED CNIC No: 12201-049125-9
	Signature:  Name: SHAHID SHARIF CNIC No: 36302-3824015-5





KPMG Taseer Hadi & Co.
Chartered Accountants
Sheikh Sultan Trust Building No. 2, Beaumont Road
Karachi, 75530 Pakistan
+92 (21) 3568 5847, Fax +92 (21) 3568 5095

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 Number: N/A

Date: 27th June 2018

Contract Value: As Mentioned in the attached Financial Proposal

Contract Title: 50 MWs Power Plant for K-IV Project Phase-I

KPMG Taseer Hadi & Co., 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, KPMG Taseer Hadi & Co. 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.

KPMG Taseer Hadi & Co. 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.

KPMG Taseer Hadi & Co. 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 right 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, KPMG Taseer Hadi & Co. 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 KPMG Taseer Hadi & Co., 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: Government of Sindh

Signature:

Name of Seller/Supplier: KPMG Taseer Hadi & Co.

Signature:



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: 25th June 2018

Contract Value: _____

Contract Title: Consultancy & Transaction Advisory Services for Installation of 50MWs Power Plant for K-IV Project Phase-I

OMS (Private) Limited 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.

OMS (Private) Limited 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.

OMS (Private) Limited 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, OMS (Private) Limited 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 OMS (Private) Limited 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: Amer Rauf
OMS (Private) Limited

Signature:
[Seal]

Signature:
[Seal]





EMC PAKISTAN PVT. LTD.

ENGINEERING & MANAGEMENT EXPERTS



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

Contract Number: _____ Dated: 26-06-2018
Contract Value: _____
Contract Title: Consultancy & Transaction Advisory Services for Installation of 50 MWs Power Plant for K-IV Phase 1 Project

EMC Pakistan Pvt Ltd 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 it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, EMC Pakistan Pvt Ltd 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 as consultation fee or otherwise, with the objective 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.


EMC Pakistan Pvt Ltd 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.

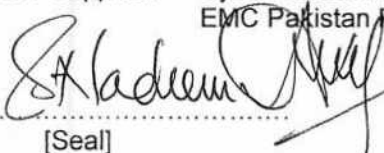
EMC Pakistan Pvt Ltd accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as foresaid shall, without prejudice to any other right 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, EMC Pakistan Pvt Ltd 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 EMC Pakistan Pvt Ltd 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: Syed Nadeem Arif
EMC Pakistan Pvt Ltd

Signature: 
[Seal]

Signature: 
[Seal]



KARACHI

Suite No. 502, 503, 5th Floor, Anum Estate,
Main Shahrah-e-Faisal, Opp. Duty Free Shop,
Karachi, Pakistan.
Tel: +92-21-34311466, +92-21-34321717,
Fax: 92-21-4311467
Email: mail@emc.com.pk, nadeem@emc.com.pk,
Website: www.emc.com.pk

ISLAMABAD

Suite No. 403, 4th Floor,
Green Trust Tower, Jinnah Avenue, Sector F6,
Blue Area, Islamabad.
Tel: +92 51 8744155, +92 51 8744055
Email: mail@emc.com.pk, nadeem@emc.com.pk,
Website: www.emc.com.pk

DUBAI

Suite No. 1002, Yas Business Center, Al Barsha 1,
Behind Mall of Emirates, Dubai,
United Arab Emirates.
Tel: +971 4 261 6606
Email: mail@emc-gulf.com
Website: www.emc-gulf.com

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: 27 June 2018

Contract Value:

Contract Title: **Technical & Legal Feasibility study and Transaction Advisory Services for 50 MWs Power Plant for K-IV Project Phase-I**

RIAA Barker Gillette 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, **RIAA Barker Gillette** 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.

RIAA Barker Gillette 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.

RIAA Barker Gillette 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, **RIAA Barker Gillette** 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 **RIAA Barker Gillette** 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 Supplier: RIAA Barker Gillette

Signature:



Signature:



For and on behalf of RIAA Barker Gillette
Bilal Shaukat
Partner



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE PROJECT DIRECTOR K-IV PROJECT
Block "C" 9th Mile Karsaz Sharah-e-Faisal Karachi

No. PD/K-IV/KW&SB/2018/ 1432

Dated: July, 18, 2018

Mr. Adnan Rizvi
Head of Transactions & Restructuring
KPMG Taseer Hadi & Co.
Chartered Accountants
Karachi.

Subject: LETTER OF ACCEPTANCE.

This is to notify that your Bid dated June 29, 2018 for Transaction Advisory Services of 50 MW Power Project for K-IV Project (Phase-I) for the accepted Contract amount equivalent to PKR 49,306,000/- (Pak Rupees Forty Nine Million Three Hundred Six Thousand only), recommended by the CSC, is hereby accepted.

2. You are requested to furnish the Performance Security within 28 days and sign the Consultancy Agreement within the stipulated time mentioned above.
3. An early action is requested.

(Assad Zamin)
Project Director K-IV
Member/Secretary
CSC (50 MW Power Plant)

Copy to:

1. The Secretary, Local Government, Govt. of Sindh.
2. Director General PPP Unit, Finance Department, Govt. of Sindh.
3. Managing Director, KW&SB.
4. All CSC Members.



Government of Sindh Local Government Department

Dated: July 3rd, 2018

Minutes of Consultant Selection Committee Meeting for 50 MW Power Project for K-IV Phase I

A meeting of Consultant Selection Committee (the "CSC") for the 50 MW Power Project for K-IV Phase I (the "Project") was held on Tuesday, 3rd July 2018 at 12:00 pm at the Local Government Department, Sindh Secretariat, Karachi. The meeting was convened under the chairmanship of the Special Secretary, Local Government Department. The agenda of the meeting was to finalize and approve the Technical Evaluation for the Proposals for "Consultancy & Transaction Advisory Services for Installation of 50MWs Power Plant for K-IV Project Phase-I", dated June 22nd, 2018.

2. During the meeting the Director PPP Unit informed the forum that five bids were received from consultancy consortiums as shown in the table below:

	1	2	3	4	5
Lead Member	KPMG TH & Co	Bridge Factor	Ernst and Young	ELAN	Jafri and Associates
Financial	KPMG TH & Co	Bridge Factor	Ernst and Young	Grant Thornton	IQ Capital
Technical	OMS Pvt Ltd	ME Consult	Lahmeyer	ELAN	Jafri and Associates
	EMC Pakistan	-	PES	-	MDC
	-	-	-	-	Logix
Legal	RIAA Barker Gillette	Axis Law Chambers	HaiderMotaBNR	Cornelius, Lane and Mufti / Advocates and Solicitors	Ahmed & Qazi

3. The Director PPP Unit further informed the forum that after careful evaluation of the proposals, as per the terms stipulated in the RFP, three out of five of the consortiums had passed the technical evaluation and would proceed further to second stage evaluation (i.e. Financial Evaluation). The consortium led by ELAN was duly disqualified due to its failure to meet the Basic Eligibility Criteria, as stated in section 2.18 of the RFP. The consortium led by Jafri & Associates had been disqualified due to failing to achieve the minimum technical score of '75' as stated in Section 6A of the RFP.

4. The Director PPP Unit stated that the three passing consortiums of KPMG TH & Co., Bridge Factor and EY consisted of firms of good repute and were able to meet the evaluation criteria satisfactorily. The final evaluation is as stated in the following table;

Consortium	Technical Points	Status
KPMG TH & Co	92.0	Qualified
Bridge Factor	79.6	Qualified
Ernst and Young	81.3	Qualified
ELAN	N/A	Disqualified
Jafri and Associates	67.95	Disqualified

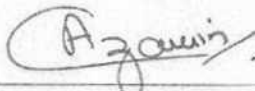
5. It was discussed that the next step of this selection process was to convene a meeting with members of the CSC and representatives from the respective consortiums where the technical points would be announced. The financial proposals (including bid security) of the disqualified members would be returned to them unopened and the financial proposals of the qualified bidders would be opened and evaluated as per the procedures stated in the RFP and SPPRA Act - 2010.

6. The CSC members duly approved the evaluation conducted and decided to proceed further with the selection process.

7. The meeting ended with a vote of thanks to the participants.




Niaz Soomro,
Special Secretary,
Local Government Department.



Asad Zamin,
Project Director, K – IV Project.
KW&SB



Mir Yahyah Ismail
Director PPP Unit,
Finance Department.



Bushra Dars
Assistant Chief
Planning and Development Board



Ali Gul Sanjrani
Deputy Secretary (General)
Local Government Department.



Government of Sindh
Local Government Department

Dated July 4, 2018

A meeting of Consultant Selection Committee (the "CSC") for the 50 MW Power Project for K-IV Phase I (the "Project") was held on Tuesday, 4th July 2018 at 12:00 pm at the Local Government Department, Sindh Secretariat, Karachi. The meeting was convened under the chairmanship of the Special Secretary, Local Government Department. The agenda of the meeting was to open the financial bids of technically qualified bidders, evaluate financial proposals and announce successful bidder. The list of participants is attached as [Annexure-A].

The agenda of meeting was as follows:

Agenda # 1 Opening of Financial Proposals

2. The chairman welcomed the CSC members and representatives of the bidders. The Director PPP Unit read aloud the technical bid score of each bidder to the forum as well as representatives of the bidders. The Director PPP Unit further informed the forum that three out of five bids were technically qualified (by securing more than or equal to 75 marks) as given below:

#	Bidder	Technical Score
1	M/S KPMG TH & Co	92.0
2	M/S Ernst and Young	81.3
3	M/S Bridge Factor	79.6

3. Unopened and sealed financial proposals (including bid security) of the disqualified members were made available to be collected back and the financial proposals of the qualified bidders were opened and evaluated as per the procedures stated in the RFP and SPPRA Act - 2010.

4. The CSC members duly approved the evaluation conducted and decided to proceed further with the selection process.

5. The financial proposals of three (03) technically qualified bidders were opened and the quoted financial bid price of each qualified bidder was read aloud by Director PPP Unit after checking for the availability of Bid Security by respective Technically qualified bidders. 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:

#	Bidder	Bid Price
1	M/S KPMG TH & Co	Rs. 49,306,000/-
2	M/S Ernst and Young	Rs. 137,000,000/-
3	M/S Bridge Factor	Rs. 58,477,000/-

[Handwritten signatures and initials]

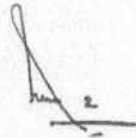
Agenda # 2: Announcement of Successful Bidder

6. Based on financial bid price, the financial score was computed pursuant to request for proposal (bidding documents) by the CSC. The detailed combined score calculation and basic eligibility criteria is attached as [Annexure-B]. The Special Secretary, Local Government Department being the chair of CSC announced the combined score (technical and financial) of the bidders. The break-up of score is given below:

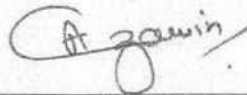
#	Bidder	Combined Score
1	M/S KPMG TH & Co	94.00
2	M/S Bridge Factor	80.80
3	M/S Ernst and Young	69.90

Decision: The CSC unanimously recommended M/S KPMG TH & Co Consortium being the Successful bidder based on attaining the highest combined score.

7. The meeting ended with a vote of thanks to the participants.



Niaz Soomro,
Special Secretary,
Local Government Department.



Asad Zamin,
Project Director, K – IV Project.
KW&SB



Mir Yahyah Ismail
Director PPP Unit,
Finance Department.



Bushra Dars
Assistant Chief
Planning and Development Board



Ali Gul Sanjrani
Deputy Secretary (General)
Local Government Department.

Bid Evaluation Report

1. Name of Procuring Agency: Karachi Water and Sewerage Board (Local Government)
2. Tender Reference No: INF/KRY/2757/18 (main tender) & INF/KRY/2757/18 (corrigendum)
3. Tender Description/Name of work/item: Technical & Financial Feasibility and Transaction Advisory Services, 50 MW Power Plant for K-IV Project
4. Method of Procurement: Quality and Cost Based Selection (QCBS) Method
5. Tender Published: Daily Dawn (24-05-2018), Kawish (24-05-2018) and Daily Jang (24-05-2018) 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: Five Bids received (Bridge Factor consortium, Grant Thornton consortium, KPMG Taseer Hadi consortium, Jafri & Associates and Ernst and Young consortium)
8. Technical Bid Opening date: (if applicable) 29th June 2018
9. No. of Bid technically qualified (if applicable): Three – (Bridge Factor consortium, Ernst and Young consortium and KPMG Taseer Hadi consortium)
10. Bid(s) Rejected: Two (Jafri & Associates consortium and Grant Thornton consortium)
11. Financial Bid Opening date: 04th July 2018
12. Bid Evaluation Report:

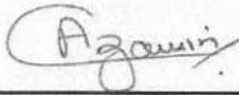
<i>S. No</i>	<i>Name of Firm or Bidder</i>	<i>Cost offered by the Bidder (PKR)</i>	<i>Ranking in terms of cost</i>	<i>Comparison with Estimated cost</i>	<i>Reasons for acceptance/rejection</i>	<i>Remarks</i>
0	1	2	3	4	5	6
1.	KPMG consortium	Rs. 49,306,000/-	1		Gained highest combined score in QCBS	
2.	Bridge Factor consortium	Rs. 58,477,000/-	2		Second highest combined score in QCBS	
3.	Ernst and Young consortium	Rs. 137,000,000/-	3		Third highest combined score in QCBS	

A 2

4.	Jafri & Associates consortium	NA	NA		Technically disqualified	Failed to achieve minimum technical score
5.	Grant Thornton consortium	NA	NA		Disqualified	Did not meet the basic eligibility criteria



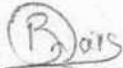
Mr. Niaz Soomro
Special Secretary
Local Government Department



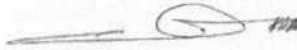
Asad Zamin
Project Director K IV
KW&SB



Mir Yahyah
Director General,
Director PPP Unit
Finance Department



Bushra Dars
Assistant Chief Finance
Planning and Development
Board



Ali Gul Sanjrani
Deputy Secretary (General)
Local Government Department

Annexure B

EVALUATION OF CONSULTANCY AND TECHNICAL PROPOSALS FOR TRANSACTION ADVISORY



Details	Total	KPMG	Bridge Factor	Ernst & Young	Jifri and Associates	Grant Thornton
		Score	Score	Score	Score	Score
Firm's Relevant Experience						
- Transaction Advisory Experience for more than 10 MW Power Generation projects (3 projects = 3, 5 projects = 5, 7 or more projects = 7.5)	7.50	7.50	7.50	7.50	7.50	
- Transaction Procurement experience for PPP Projects or Power Sector projects (1 Project = 1 point, 2 Projects = 2 points, 3 Projects = 3 points, 4 Projects = 4 points, 5 or more projects = 5 points)	5.00	5.00	5.00	5.00	5.00	
- Feasibility study experience of similar sized thermal power generation projects (1 Project = 2 points, 2 Projects = 4 points, 3 Projects = 6 points, 4 Projects = 8 points, 5 Projects = 10 points, 6 Projects = 12 points, 7 or more projects = 15 point)	15.00	15.00	15.00	15.00	8.00	
- Consultancy/feasibility experience for developing renewable / hybrid (Solar and/or wind) power generation projects (1 Project = 3 points, 2 Projects = 6 points, 3 or more Projects = 10)	10.00	10.00	10.00	10.00	10.00	
- Feasibility study or O&M solution or transaction advisory experience of power transmission/distribution projects (1 Project = 2 points, 3 Projects = 4 points, 5 or more Projects = 7.5)	7.50	7.50	2.00	7.50	7.50	
Sub-Total Firms Relevant Experience	45.00	45.00	39.50	45.00	38.00	
Key Professional Staff						
Financial Team	10.00					
Financial Team Leader	6.00	2.40	2.40	2.40	2.40	
Project Finance Specialist	4.00	1.60	1.60	1.60	1.60	
Technical Team	20.00					
Thermal Power Generation Expert	5.00	4.50	5.00	5.00	4.50	
Power Distribution/Transmission Expert	5.00	5.00	4.50	5.00	3.25	
Renewable Power Generation Expert (Solar and/or Wind)	4.00	4.00	3.50	4.00	1.60	
Civil/Structural Engineer	4.00	4.00	4.00	4.00	1.60	
Environmentalist	2.00	2.00	2.00	2.00	2.00	
Legal Team	15.00					
Legal Team Leader	10.00	10.00	6.50	-	4.00	
Legal Regulatory Expert	5.00	4.50	2.00	2.75	5.00	
Sub-Total Key Professional Staff	45.00	38.00	31.60	26.75	25.95	
Financial Capability						
- Annual Turnover (PKR 40 million = 1 point, PKR 50 million = 2 points, PKR 70 million = 3 points, PKR 100 million = 4 points)	4.00	4.00	4.00	4.00	-	
Appreciation of TOR and understanding of the assignment	2.00	2.00	1.50	2.00	1.50	
Approach and Methodology	2.00	1.50	1.50	2.00	1.00	
Work Plan and Manning Schedule	2.00	1.50	1.50	1.50	1.50	
Sub-Total:	10.00	9.00	8.50	9.50	4.00	
Total	100.00	92.00	79.60	81.25	67.95	


Passing score = 75%

BASIC ELIGIBILITY CRITERIA

50. MW POWER PROJECT FOR K-IV PHASE 1

S. No	Eligibility Criteria	KPMG	Bridge Factor	Ernst & Young	Jafri and Associates	ELAN
1	Registration with Sindh Revenue Board and/or any other relevant tax authority (In case of Consortium, every consortium member firm should provide).	KPMG = yes, OMS = yes, EMC = yes, RIAA = yes	BF = yes, ME = yes, AL = yes	EY = yes, LI = yes, PEC = yes, HM = yes	IQ = yes, JA = yes, MDC = yes, LPM = yes, AQ = yes	GT = yes, ELAN = no, CLM = no
2	Registration with Pakistan Engineering Council (PEC) (In case of Consortium, the PEC registration of civil engineering consulting firm/member of consortium).	OMS = yes, EMC = yes	ME = yes	LI = yes, PEC = yes	JA = yes, MDC = yes, LPM = yes	ELAN = yes
3	The Consultant is not black listed by any Procuring Agency / GoS. A fresh affidavit from Consultant shall be signed and submitted with Technical Proposal (In case of consortium, every Consortium member firm should provide)	KPMG = yes, OMS = yes, EMC = yes, RIAA = yes	BF = yes, ME = yes, AL = yes	EY = yes, LI = yes, PEC = yes, HM = yes	IQ = yes, JA = yes, MDC = yes, LPM = yes, AQ = yes	GT = yes, ELAN = yes, CLM = yes
4	For a Consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead member firm of Consortium	KPMG = yes, OMS = yes, EMC = yes, RIAA = yes	BF = yes, ME = yes, AL = yes	EY = yes, LI = yes, PEC = yes, HM = yes	IQ = yes, JA = yes, MDC = yes, LPM = yes, AQ = yes	GT = yes, ELAN = yes, CLM = yes
5	In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.27.	yes	yes	yes	yes	yes





Karachi, dated the 30th April 2018

NOTIFICATION

No.LG/DIR/PM&EC/AD-II/117(133-Misc)/2018: The Public Private Partnership (PPP) Policy Board in its 25th PPP Policy Board Meeting held under the chairmanship of Honorable Chief Minister Sindh at Chief Minister's House on 23rd April, 2018 approved Project Development Facility (PDF) funding for 50 MW Power Plant for K-IV Phase 1 ("Project") to be undertaken in PPP mode. In compliance with Rule 67 of Sindh Public Procurement Rules, 2010, the Consultant Selection Committee (CSC) is hereby notified for hiring Consultants / Transaction Advisor for 50 MW Power Project. The CSC shall have the following composition and terms of reference:

S.No.	DESIGNATION	STATUS
1)	Special Secretary (Tech) Local Government Department, GoS	Chairman
2)	Deputy Secretary (General) Local Government Department, GoS	Member
3)	Representative of P&D Department, GoS (not below BS-18)	Member
4) ✓	Director PPP Unit, Finance Department, GoS	Member
5)	Project Manager, 50 MW Power Project for K-IV Phase 1, to be nominated by Secretary, Local Government, Karachi	Member & Secretary

Terms of Reference:

1. The Consultant Selection Committee(CSC) shall approve Request for Proposal (RFP and Draft Consultancy Agreement) before issuance for the selection of consultant;
2. Short listing of consultants, responding to the Request of Expression of Interest, where applicable, in accordance with the criteria mentioned in Request for Expression of Interest;
3. The committee shall evaluate technical and financial proposals, according to selection method and evaluation criteria, mentioned in the Request for Proposal (RFP);
4. Finalization of recommendation based on evaluation as mentioned in (3) above.

MUHAMMAD RAMZAN AWAN
SECRETARY LOCAL GOVERNMENT

No. LG/DIR/PM&EC/AD-II/117(133-Misc)/2018/3226 Karachi dated 30th April 2018

A copy is forwarded for information to:

1. Chairman and Members (all) of the Committee.
2. PS to Chairman, P&D Board, Govt. of Sindh, Karachi. Chairman, P&D Board is requested to nominate a member in the CSC (Consultant Selection Committee) as representative of P&D under rule-67.
3. PS to Secretary Finance Department, Govt. of Sindh.
4. P.S to Secretary, Local Govt. of Sindh, Karachi.
5. 5. Office Order.

(LATIF KHAN)
ASSISTANT DIRECTOR-II (PM&EC)

Annexure - A

ATTENDANCE SHEET

50 MW Power Plant for K-IV Project Phase 1 Consultant Selection Committee Meeting for Financial Bid Opening


Committee Room Local Government, Sindh Secretariat, Kamal Attaturk Road, Karachi Sindh. 04th July, 2018 (Wednesday) at 12:00 AM

S. NO.	NAME	ORGANIZATION / DESIGNATION	E-MAIL ADDRESS	CONTACT NO.	SIGNATURE
1.	AGHA MENGA	MDC-Rajhi	agha.menga@pwr.c	0301-3896904	
2.	SIBTE JAFRI	Jafri Associates	sibte_jafri@yahoo.com	0300-2267803	
3.	Amira ausan	Bridge Factor	amira@bridgefactor.com	0500-851871	
4.	Khawaja Huzaifa	Bridge Factor Director	khuzni@bridgefactor.com	0336-255644	
5.	ASSAD ZAMIN	PD (K-IV), KWRSSB			
6.	Niaz Soomro	Sp. Supt. Local Int.	niaz_soomro_57@qmail.com	0302-8139278	
7.	Bushra Dini Dais	Assistant Chief PSD Deptt.	Bushra.dais@pwr.c	0332-22650510	
8.	MIR MALIK	Director, APP Unit			
9.	SAMIR AH	Ex	Samir.adeel@R.K.ej.com	0333-3233588	
10.	Shehid Sharif	KPPNG Tarsoo-SHAH	ssharif@kppng.com	0300-226752	
11.	Abu Adiel	OHS/Sr. GM	abuadil@consultant.net	0302-8293158	

ATTENDANCE SHEET
50 MW Power Plant for K-IV Project Phase 1
Consultant Selection Committee Meeting for Financial Bid Opening

Committee Room Local Government, Sindh Secretariat, Kamal
 Attaturk Road, Karachi Sindh.







04th July, 2018 (Wednesday) at 12:00 AM

S. NO.	NAME	ORGANIZATION / DESIGNATION	E-MAIL ADDRESS	CONTACT NO.	SIGNATURE
1.	Abdullah Khan	Grand-Trust Bank		0321-2372040	
2.					
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11.					

ATTENDANCE SHEET

50 MW Power Plant for K-IV Project Phase 1

Committee Room Local Government, Sindh Secretariat, Kamal Attaturk Road, Karachi Sindh. 03rd July, 2018 (Tuesday) at 12:00

S. NO.	NAME	ORGANIZATION / DESIGNATION	E-MAIL ADDRESS	CONTACT NO.	SIGNATURE
1.	Nisar Ahmed Soomro	Local Govt. Special Secretary	nisar_soomro_s92@gmail.com	0302 8239278	
2.	Ali Gul Sajjani	Local Govt Deputy		03102720189	
3.	Bushra Amir Qureshi	President Chief Planning & Devt. Officer PD (K-IV) KWESB	Bushraamir801@gmail.com	03322 650 510	
4.	Assad Zamin				
5.	Zafar Ahmed	S.E (K-IV) (EEM) KWESB	Zafar_ahmed650@gmail.com	0322-3684153	
6.	MIR Yalga	PPP Unit		0323-2339462	
7.					
8.					
9.					
10.					
11.					

SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

PHASE 1: Feasibility shall include but not limited to the following components:

Inception Report

- Provide a detailed layout of work approach to the Project. The report will clearly articulate overall requirements of the Project with respect to the proposed methodology, detailed program of work, progress updates and any additional requirements. It will at least clearly articulate the main objectives of the Project together with the activities that are planned for in order to meet those objectives.

Technical Options Assessment

- Provide techno-commercial cost and benefit analysis of at least the following technical options applicable to the Project:
 - Power supply entirely based on base-load thermal generation, such as NG/RLNG
 - Power supply entirely based on renewable sources of power, i.e., solar and/or wind
 - Power supply including mix of thermal (NG/RLNG), and solar or wind or a combination of all three.
- Provide a list of projects along with industries with similar power supply solutions, and a list of potential technology options that are commercially available around the region/world.
- Run techno-commercial analysis along with recommendations on seeking back-up supply from local distribution company (HESCO)
- Techno-commercial analysis of transmission/distribution interconnection between the Project and pumping stations (1 & 2) of K-IV Phase 1 project

Identification of Project Location

- Keeping in mind the proposed power mix recommended under 5.3.1.2, provide a comprehensive list of parameters relevant in land selection for 50 MW power plant including at least access to closest grid network, distance between two pumping stations, land terrain most suitable for laying of transmission lines, interconnection with local power distribution network, availability of water for power complex, legal and physical status of land on the ground, and access to closest gas/fuel distribution network.
- Conduct surveys of land area located between pumping station 1 and pumping station 2 of K-IV Phase 1 project in consultation with all relevant departments including NTDC/STDC and SSGC.
- Based on a comprehensive list of parameters above, propose and recommend land options (priority-wise) most suitable for the installation of power station. The Procuring Agency shall then finalize land options for the implementation of project.

Technical & Financial Feasibility Study, including analysis of Fuel Supply Chain

- Assess the proposed/identified site(s) selected as Project location.
- Identify the risks associated with the proposed site(s) and suggest mitigations. The risks should highlight the following:
 - Nature of land and corrective measures if unsuitable to be used in the raw form
 - Suggest Government agencies the issues required for the Clearance of the proposed site of all the risks lying in the form of buried utilities, overhanging utilities or any other obstruction
 - Carryout all the relevant technical tests to certify that the available land is fit to be used for the project.
- Load Flow Study adequately incorporating transmission data and nature of power requirement of the pumping stations.
- Topographic survey and develop preliminary design of the facility.
- Carryout the initial environment examination (IEE) of the project considering all aspects of environment.
- Develop preliminary plant layout including type of technology, plant fuel, water requirements, percentage of power mix (thermal, solar and/or wind), fuel supply and interconnection with gas network, interconnection with pumping station 1 and pumping station 2 of K-IV and preliminary grid infrastructure network.

Financial Viability Assessment

- Develop financial model of the Project covering the projected revenues, construction/development and Operations & Maintenance cost estimates over the life of the Project;
- Prepare cost estimates for allied facilities and ancillary works based on the schematic designs;
- Prepare a list of fiscal incentives that are in line with incentives available to Independent Power Plants (IPPs) and Captive Power Plants (CPPs) that may be available to the developer.

PPP Options Analysis

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

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

Legal, Institutional and Regulatory Assessment

- What laws, rules, regulations will be involved in the project implementation?
- In case of un-availability of fiscal incentives available to IPP, what approaches may be adopted to make the Project bankable?
- What kind of District, Provincial and Federal approvals are required for establishing the project?
- What will be the role of NEPRA during project development, execution and operation phase?
- Develop a time line of approvals required at various stages.

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

Marketing

- Sensitize potential investors, developers, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- Seek investor interest and feedback on project prior to launch of official solicitation and organize marketing road-shows and investor conferences;
- Assist the Procuring Agency to establish a data room/dashboard which will include all technical studies/drawings and the relevant project documentation/information on the Project for investor due diligence.

Package

- Prepare Notice for Pre-qualifications, pre-qualification criteria, pre-qualification document, request for proposal (the RFP) documents, and relevant project agreements (as per applicable standards) including Power Purchase Agreement, Wheeling Agreement, Gas/Fuel Supply Agreement(s), Concession Agreement/Implementation Agreement and project information memorandum for bidders;
- Presentation of feasibility study outcomes and proposed project structure to the PPP Policy Board for necessary approvals.

Issuance of Bid Documents

- Presentation of project bidding documents to the technical & financial evaluation committee (TFEC) for necessary approvals.
- Issuance of bidding documents including EOI, pre-qualification document, RFP, draft concession agreement and project information memorandum to bidders pursuant to SPPRA rules.

Submission of Bid Evaluation Report

- Assist the Procuring Agency in inviting proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by attending pre-bid meeting(s).
- Assist the Procuring Agency to evaluate the bids including technical and financial proposals.
- Presentation of bid evaluation outcomes to the technical & financial evaluation committee (TFEC) for necessary approvals.
- Assist the Procuring Agency in preparation of Bid Evaluation Report.

Issuance of Letter of award/acceptance

- Presentation of project procurement outcomes and project structure to the PPP Policy Board for necessary approvals
- Assist the Procuring Agency in issuance of Letter of award/acceptance to preferred bidder

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

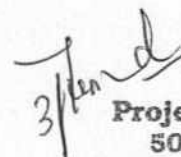
Drafting, Reviewing, Negotiation and/or Finalization of all Project Documents including Power Purchase Agreement, Implementation Agreement, Wheeling Agreement, Gas/Fuel Supply Agreement, Land Lease/License Agreement (if required), and financing documents

Transaction Negotiation and Execution

- Assist in final negotiation with the preferred party;
- Presentation of project structure to the TFEC / PPP Policy Board for necessary approvals.
- Assist in execution of all relevant documents including the Power Purchase Agreement, Implementation/Concession Agreement, Wheeling Agreement, Land lease/License Agreement (if required), between GOS, Special Purpose Vehicle/Company (SPV) and the successful bidder;

Financial Closure

- Assist the GoS by achieving financial close.



Project Manager
50 MW, K-IV
Power Project KW&S

Project Manager
50 MW Power Plant for K-IV Phase 1 Project

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Karachi Water and Sewerage Board
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Local Government Department, Government of Sindh
- 3) TITLE OF CONTRACT Consultancy Services Contract for K-IV Power Project
- 4) TENDER NUMBER 37741
- 5) BRIEF DESCRIPTION OF CONTRACT Agreement with Transaction Advisors
- 6) FORUM THAT APPROVED THE SCHEME PPP Policy Board
- 7) TENDER ESTIMATED VALUE 49,306,000/=
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) December, 2019
- 10) TENDER OPENED ON (DATE & TIME) 25th May 2018
- 11) NUMBER OF TENDER DOCUMENTS SOLD Zero.
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Five
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Five
- 14) BID EVALUATION REPORT Copy enclosed
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER KPGM TH, Sheikh Sultan Trust Building. Karachi.
- 16) CONTRACT AWARD PRICE 49,306,000/=
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID). M/S KPMG TH & Co
M/S Bridge Factor
M/S Ernst & Young
- 18) METHOD OF PROCUREMENT USED :- (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE Yes _____
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	28 May 2018 2147483647
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	Dawn News, Daily Jang, Daily Kawish
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	Request for extension of contract was received from several interested parties.
No	

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	No

3 Fund

Project Manager
50 K.P. K-IV

Signature & Official Stamp of **Power Project KW&SE**
Authorized Officer _____

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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