



KARACHI METROPOLITAN CORPORATION
KARACHI MASS TRANSIT CEL

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Karachi-75300. (Pakistan)

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No. 65-1/KMTC/KMC/BRTS/2013/ 84

Dated: 07-10-2013

Mr. Imran Razzak
Deputy Director (Enf-1)
Sindh Public Procurement Regulatory Authority (SPPRA)
Government of Sindh,
Karachi.

Subject: **CONTRACT EVALUATION REPORT CONSULTANCY SERVICES FOR
PRELIMINARY ENGINEERING DESIGN AND TRANSACTIONAL
ADVISORY SERVICES OF BUS RAPID TRANSIT SYSTEM (BRTS)
"YELLOW LINE" UNDER PPP MODE.**

Reference: Your letter No. Dir(enf-1)/0083/SPPRA/37-1(KMC)/13-14/1135 dated 16-09-2013.

With reference to above, it is admitted that, the contract agreement was made after the expiry of the bid validity period due to various reasons given below:

- Belated completion of Evaluation process due to prevailing Law and order situation in the City
- Retirement of Director General KMTC during the period
- Belated posting of new Director General KMTC

In view of the above it is requested the irregularity on account expiry of bid validity period may kindly be condoned.

Thank you for your kind cooperation and support.


Fazal Karim Khatri
Director (P&C)

SPPRA INWARD DIARY

NO: 4846

DATED: 07.10.13

Copy forwarded for kind information to:

- 1) PS to Administrator, KMC.
- 2) PS to Director General, KMTC, KMC.
- 3) Mr. Ahmed Tansir Aijazi, Asstt. Director, PPP Unit, Finance Deptt., Govt. of Sindh.
- 4) Accounts Officer, KMTC, KMC.

PPU
g/gt
DD



Karachi Mass Transit Cell
Karachi Metropolitan Corporation

6th Floor, East Annex, Civic Centre, Gulshan-e-Iqbal, Karachi.
Contact No. 99231280

SUBJECT: MINUTES OF THE MEETING OF PRE-BID COMMITTEE MEMBERS HELD ON 17-12-2012 FOR EVALUATION OF THE BIDS IN RESPONSE TO RFP FOR HIRING OF CONSULTANCY SERVICES FOR BUS RAPID TRANSIT SYSTEM "YELLOW LINE" DAWOOD CHOWRANGI TO NOMAISH CHOWRANGI AND LUCKY STAR VIA 8000 ROAD, KORANGI ROAD AND FTC.

A meeting was held under the chairmanship of the Director General, KMTC, KMC on 17-12-2012 at 03:00 p.m. in the Committee room of KMTC, KMC. With the Agenda to evaluate the Bids received, in response to Request For Proposal (RFP) issued to Qualified Bidders.

2. A total 6 firms had submitted their bids for evaluation on the above subject.
 1. M/s. Advance Logistic Group JV M/s. Swede Tech.
 2. M/s. KPMG, NESPAK, M/s Mohsin Tayebaly & Co
 3. M/s. Ernst & Young JV M/s. A.A Associates & M/s. HaiderMota & Co
 4. M/s. EA Consulting Pvt. Ltd JV M/s. UBL & M/s. RIAA Law Firm
 5. M/s. Deloitte Touche Tohmatsu Limited, UK submitted through Local representative M/s. M. Yousuf Saleem & Co, M/s Mandiwalla & Zafar & M/s Osmani
 6. M/s. Exponent Engineers Pvt. Ltd JV M/s. ECIL, M/s. PAKOR, M/s. JASB & M/s. CIMB

3. The proposals submitted by the above firms were evaluated as per prescribed criteria as laid down in the Request For Proposal. The detailed evaluation report of the bidders duly signed by the Chairman and the Committee Members is placed at Flag-B. It is pertinent to mention here that 2 out of 6 bidders namely M/s. Exponent and M/S Deloitte have NOT qualified for the second stage of the bidding process, as they have not obtained minimum qualification marks as per the criteria of RFP.

4. During the evaluation, the Pre-Bid Committee assessed the bids with a view that points have been assigned to criteria 1.1 and 1.2 pertain to the Technical Team, 1.3 and 1.4 for the Financial Team and 1.5-1.8 for the Legal Teams in the consortium.

5. The finding of the Pre-Bid Committee may be presented to the Standing Committee for final approval. Once approved the Evaluation Report may be forwarded to SPPRA for hoisting on their website and also forwarding the formal letters to the qualified and disqualified firms for their information.



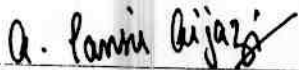
ENGR. GHULAM RASOOL
Director (Tech.)
KMTC, KMC



KHALID MEHMOOD SHIEKH
Director, PPP Unit
Finance Dept., GOS



SIKANDAR ALI
Assl. Chief, P&D, Dept.
Govt. of Sindh

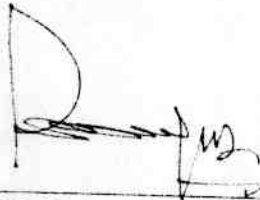


AHMED TANSIR AIJAZI
Asst. Director, PPP Unit
Finance Dept., GOS



SYED BILAL HASSAN
Asst. Director, PPP Unit
Finance Dept., GOS

DR. RAFIQUE AHMED KHAN
Member (Civil Society)
Finance Dept., GOS



ENGR. ABDUL RASHEED MUGHAL
Director General
KMTC, KMC
Chairman

10/10

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **M/S Deloitte Consortium JV with OSMANI & Co. and MADVIWALLA & Zafar Legal Consultant**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1	Transport Sector (road, rail infrastructure) Project Experience	10+	8	8	45	23	
1.2	Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	6			
1.3	Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	0			
1.4	Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	0			
1.5	Drafted Bidding Documents.	5+	5	1			
1.6	Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	5			
1.7	Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2	Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1	Understanding of TOR and Comments		4	2	10	7	
2.2	Quality of Approach and Methodology		4	3			
2.3	Work Program and Manning Schedule		2	2			
3	Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1	Technical Expert I (Civil Engineer) (6 Points)						
	General Qualification	PhD			6.0	4.15	
	Employment with the Firm (in years)	>5					

Evaluation of Technical Proposals Submitted for Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode

Proposals Submitted by: M/S Deloitte Consortium JV with OSMANI & Co. and MADVIWALLA & Zafar Legal Consultant

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
	Relevant Experience and Adequacy for the Project	>9					
3.6	PPP & Transaction Structuring (5 Points)						
	General Qualification	CA/CFA					
	Employment with the Firm	>5			5.0	5.0	
	Relevant Experience and Adequacy for the Project	>9					
3.7	Financial Modeling (5 Points)						
	General Qualification	CA/CFA					
	Employment with the Firm	>5			5.0	5.00	
	Relevant Experience and Adequacy for the Project	>9					
3.8	PPP Concessions & other Contracts (5 Points)						
	General Qualification	LLM/JD					
	Employment with the Firm	>5			5.0	5.0	
	Relevant Experience and Adequacy for the Project	>9					
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)						
	General Qualification	LLM/JD					
	Employment with the Firm	>5			3.0	3.0	

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1	Transport Sector (road, rail infrastructure) Project Experience	10+	8	8	45	32	
1.2	Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	0			
1.3	Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	7			
1.4	Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	2			
1.5	Drafted Bidding Documents.	5+	5	5			
1.6	Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	7			
1.7	Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2	Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1	Understanding of TOR and Comments		4	2.5	10	7.5	
2.2	Quality of Approach and Methodology		4	3			
2.3	Work Program and Manning Schedule		2	2			
3	Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1	Technical Expert I (Civil Engineer) (6 Points)						
	General Qualification	PhD			6.0	5.4	
	Employment with the Firm (in Years)	>5					

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
3.6	Relevant Experience and Adequacy for the Project	>9					
	PPP & Transaction Structuring (5 Points)						
	General Qualification	CA/CFA			5.0	5.0	
	Employment with the Firm	>5			5.0	5.0	
	Relevant Experience and Adequacy for the Project	>9					
3.7	Financial Modeling (5 Points)						
	General Qualification	CA/CFA			5.0	4.2	
	Employment with the Firm	>5			5.0	4.2	
	Relevant Experience and Adequacy for the Project	>9					
3.8	PPP Concessions & other Contracts (5 Points)						
	General Qualification	LLM/JD			5.0	5.0	
	Employment with the Firm	>5			5.0	5.0	
	Relevant Experience and Adequacy for the Project	>9					
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)						
	General Qualification	LLM/JD			3.0	2.70	
	Employment with the Firm	>5			3.0	2.70	

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**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**
Proposal Submitted by: **M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1	Transport Sector (road, rail infrastructure) Project Experience	10+	8	8	45	35	
1.2	Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	3			
1.3	Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	5			
1.4	Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	6			
1.5	Drafted Bidding Documents.	5+	5	5			
1.6	Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	5			
1.7	Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2	Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1	Understanding of TOR and Comments		4	2			
2.2	Quality of Approach and Methodology		4	3	10	7	
2.3	Work Program and Manning Schedule		2	2			
3	Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1	Technical Expert I (Civil Engineer) (6 Points)						
	General Qualification	PHD					
	Employment with the Firm (in years)	>5			6.0	5.3	

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
3.6	Relevant Experience and Adequacy for the Project	>9					
	PPP & Transaction Structuring (5 Points)						
	General Qualification	CA/CFA					
	Employment with the Firm	>5			5.0	4.5	
	Relevant Experience and Adequacy for the Project	>9					
3.7	Financial Modeling (5 Points)						
	General Qualification	CA/CFA					
	Employment with the Firm	>5			5.0	4.9	
	Relevant Experience and Adequacy for the Project	>9					
3.8	PPP Concessions & other Contracts (5 Points)						
	General Qualification	LLM/JD					
	Employment with the Firm	>5			5.0	3.9	
	Relevant Experience and Adequacy for the Project	>9					
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)						
	General Qualification	LLM/JD					
	Employment with the Firm	>5			3.0	2.3	

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**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1	Transport Sector (road, rail infrastructure) Project Experience	10+	8	8	45	29	
1.2	Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	9			
1.3	Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	5			
1.4	Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	0			
1.5	Drafted Bidding Documents.	5+	5	1			
1.6	Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	3			
1.7	Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2	Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1	Understanding of TOR and Comments		4	4	10	10	
2.2	Quality of Approach and Methodology		4	4			
2.3	Work Program and Manning Schedule		2	2			
3	Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1	Technical Expert I (Civil Engineer) (6 Points)				6.0	5.4	
	General Qualification	PhD					
	Employment with the Firm (in years)	>5					
	Relevant Experience & Adequacy for the Project	>9					

Evaluation of Technical Proposals Submitted for Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode

Proposal Submitted by: KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
	General Qualification	CA/CFA			5.0	5.0	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
3.7	Financial Modeling (5 Points)						
	General Qualification	CA/CFA			5.0	5.0	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
3.8	PPP Concessions & other Contracts (5 Points)						
	General Qualification	LLM/JD			5.0	4.5	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)						
	General Qualification	LLM/JD			3.0	2.3	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
Total Points						80.4	Qualified

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**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**
Proposal Submitted by: **M/S ALG Consortium JV with SWED-TECH Int. and Vellani & Vellani Advocates and Legal Consultants**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1	Transport Sector (road, rail infrastructure) Project Experience	10+	8	8	45	33	
1.2	Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	9			
1.3	Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	5			
1.4	Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	1			
1.5	Drafted Bidding Documents.	5+	5	0			
1.6	Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	7			
1.7	Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2	Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1	Understanding of TOR and Comments		4	4	10	9	
2.2	Quality of Approach and Methodology		4	3			
2.3	Work Program and Manning Schedule		2	2			
3	Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1	Technical Expert I (Civil Engineer) (6 Points)						
	General Qualification	PhD			6.0	5.9	
	Employment with the Firm (in years)	>5					

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**
Proposal Submitted by: **M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
3.6	Relevant Experience and Adequacy for the Project	>9					
	PPP & Transaction Structuring (5 Points)						
	General Qualification	CA/CFA	2.0	1.43	5.0	3.6	
	Employment with the Firm	>5	0.5	0.5			
Relevant Experience and Adequacy for the Project	>9	2.5	2.5				
3.7	Financial Modeling (5 Points)						
	General Qualification	CA/CFA			5.0	1.8	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
3.8	PPP Concessions & other Contracts (5 Points)						
	General Qualification	LLM/JD			5.0	4.5	
	Employment with the Firm	>5					
	Relevant Experience and Adequacy for the Project	>9					
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)						
	General Qualification	LLM/JD			3.0	2.7	
	Employment with the Firm	>5					

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **JASB Consortium JV with EXPONENT Engineer, CIMB, PAKOR Global and ECIL Pvt. Ltd.**

1		Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks
1.1		Transport Sector (road, rail infrastructure) Project Experience	10+	8	8			
1.2		Relevant Transport Sector (BRTS/LRT/MRT etc.) Sector Project Experience	3+	9	9			
1.3		Technical & Financial Feasibility Study for consultancy contracts worth more than PKR 2 billion in last 5 years	10+	7	1	45	21	
1.4		Transaction Advisory for consultancy contracts worth more than 2 billion in last 5 years	10+	6	0			
1.5		Drafted Bidding Documents.	5+	5	0			
1.6		Drafted Concession Contracts dealing with PPP, BOT, Project Financing	5+	7	0			
1.7		Firm / Consortium having a Legal Firm with in its Team	Yes	3	3			
2		Adequacy of Approach & Methodology		Max. Points	Points Scored	Total Max. Points	Total Points Scored	
2.1		Understanding of TOR and Comments		4	3			
2.2		Quality of Approach and Methodology		4	3	10	8	
2.3		Work Program and Manning Schedule		2	2			
3		Qualification and Relevant Experience of the Proposed Key Personnel	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	
3.1		Technical Expert I (Civil Engineer) (6 Points)						
		General Qualification	PhD					
		Employment with the Firm (in years)	>5			6.0	5.4	
		Relevant Experience & Adequacy for the Project	>9					

**Evaluation of Technical Proposals Submitted for
Bus Rapid Transit-Yellow Line Under Public Private Partnership Mode**

Proposal Submitted by: **JASB Consortium JV with EXPONENT Engineer, CMB, PAKOR Global and ECIL Pvt. Ltd.**

1	Relevant Work Experience of the firm	No. of Projects	Max. Points	Points Scored	Total Max. Points	Total Points Scored	Remarks	
	General Qualification	CA/CFA			5.0	4.8		
	Employment with the Firm	>5						
	Relevant Experience and Adequacy for the Project	>9						
3.7	Financial Modeling (5 Points)							
	General Qualification	CA/CFA			5.0	5.0		
	Employment with the Firm	>5						
	Relevant Experience and Adequacy for the Project	>9						
3.8	PPP Concessions & other Contracts (5 Points)							
	General Qualification	LLM/JD			5.0	0.9		
	Employment with the Firm	>5						
	Relevant Experience and Adequacy for the Project	>9						
3.9	Bidding & Contract Documentation Pertaining to Bankability & Financial Close (3 Points)							
	General Qualification	LLM/JD			3.0	0.9		
	Employment with the Firm	>5						
	Relevant Experience and Adequacy for the Project	>9						
Total Points							66.3	Disqualified



KARACHI METROPOLITAN CORPORATION
KARACHI MASS TRANSIT CEL

6th Floor, East Annexe, Civic Centre, University Road, Gulshan-e-Iqbal,
Karachi-75300. (Pakistan)

Ph: 021-99230665
021-99231281
Fax: 021-99231153

No.65-1/KMTC/KMC/BRTS/2013/24-A

Dated: 19-04-2013

Mr. Adnan Rizvi
Partner, Advisory
Head of Transactions & Restructuring
KPMG Taseer Hadi & Co. Chartered Accountants.

WORK ORDER

PPRA INWARD DIARY

NO: 197

DATED: 10.9.13

Subject: **CONSULTANCY SERVICES FOR BUS RAPID TRANSIT SYSTEM (BRTS) - YELLOW LINE UNDER PUBLIC PRIVATE PARTNERSHIP (PPP) MODE (FROM DAWOOD CHORANGI & LUCKY STAR VIA 8000 ROAD, KORANGI ROAD 7 ETC.**

Reference: (1) LOI / Acceptance letter No.65-1/KMTC/KMC/BRTS/2013/11 dated: 11-02-2013
(2) Agreement Executed on 19-04-2013.
(3) Sanctioned Cost **Rs.31,000,000/-** (Rupees Thirty One Million only).

Since contract agreement for the above mentioned work has been executed, you are advised to start the work forthwith and complete the same within the stipulated time of **02 years** strictly as per conditions of the contract.


Mirza Anwer Baig 19/4
Director (P&C), KMTC

Copy to:

- Director General, KMTC, KMC.
- Accounts Officer, KMTC, KMC.

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC
PAYABLE BY THE CONSULTANTS

65-1/KMTC/KMC/BRTS/

Contract Number: 2013/58 Dated: 30 August 2013

Contract Value: 31.00 Million PKR.

Contract Title: ② Two year

KPMG Taseer Hadi & Co. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") hereby declares that they have not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Karachi Mass Transit Cell (KMTC, KMC) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (KMTC, KMC) through any corrupt business practice.

Without limiting the generality of the foregoing, KPMG Taseer Hadi & Co. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") represent and warrant 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

KPMG Taseer Hadi & Co. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") certify that they have made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

KPMG Taseer Hadi & Co. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") accept 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. They agree 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, KPMG Taseer Hadi & Co. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") agree to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA 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. ("KPMG"), National Engineering Services Pakistan (Pvt.) Limited ("NESPAK"), Mohsin Tayebaly & Co. ("MTC") 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 PA.


KMC
(Procuring Agency)




NESPAK
(Consultants)



Bid Evaluation Report

1. Name of Procuring Agency: Karachi Mass Transit Cell., Karachi Metropolitan Corporation
2. Tender Reference No:
3. Tender Description/Name of work/item: Consultancy Services for Yellow Line Bus rapid Transit system Project.
4. Method of Procurement: Quality and Cost Base Selection (QCBS)
5. Tender Published: Express, 12th August, 2012, Jang, SPPRA Website 31st July, 2012
6. Total Bid documents Sold: 8
7. Total Bids Received: 6
8. Technical Bid Opening date: (if applicable) 21st November, 2012
9. No. of Bid technically qualified (if applicable): 4
10. Bid(s) Rejected: 2
11. Financial Bid Opening date: 8th January, 2013

12. Bid Evaluation Report:

Technical Score Raw

M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	80.4	Qualified
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	82.4	Qualified
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	80.4	Qualified
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	80.4	Qualified
M/S Deloitte Touche Tohmatsu Limited, UK submitted through local representatives M/S Yousuf Saleem & Co. M/S Mandiwalla & Zafar & M/S Osmani	71.9	Not-Qualified
M/s Exponent Engineers (Pvt.) Ltd JV M/s ECIL, M/s PAKOR, M/S JASB & M/s CIMB	66.3	Not - Qualified

Financial Score

Consortium Under Consideration	Fee Quoted	Financial Score Raw
M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	84,000,000	36.90
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	42,705,500	72.59
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	120,466,165	25.73
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	31,000,000	100.00

Lowest Bid

31,000,000

Handwritten signature

Final Score

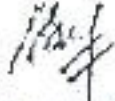
M/S Ernst & Young Consortium JV with AA Associates and Halder Mota & Co.	71.70
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	80.44
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	69.47
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	84.32



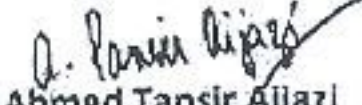
Engr. Ghulam Rasool
Director (Tech.)
KMTCC, KMC



Khalid Mehmood Shiekh
Director (PPP Unit)
Finance Dept., GOS



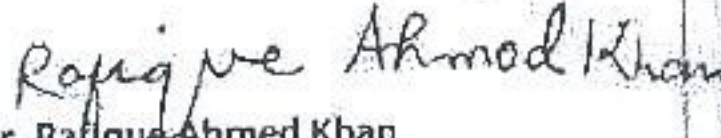
Sikandar Ali
Asst. Chief, P&D Dept.
Govt. of Sindh



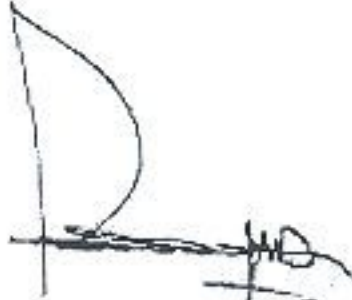
Ahmed Tansir Aijazi
Asstt. Director, PPP Unit
Finance Dept., GOS



Syed Bilal Hassan
Asstt. Director, PPP Unit
Finance Dept., GOS



Dr. Raheem Ahmed Khan
Member (Civil Society)



Engr. Abdul Rasheel Mughal
Director General
KMTCC, KMC
Chairman

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
CONTRACT EVALUATION FORM
TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF
WORKS, SERVICES & GOODS WORTH 50 MILLION (PKR) OR ABOVE

1. **NAME OF THE ORGANIZATION / DEPTT.** KARACHI METROPOLITAN CORPORATION,
KMC
2. **PROVINCIAL / LOCAL GOVT./ OTHER** LOCAL GOVERNMENT
3. **TITLE OF CONTRACT** Consultancy Services for Bus Rapid Transit System (BRTS)- Yellow Line
under Public Private Partnership (PPP) Mode (From Dawood Chorangi & Lucky Star Via 8000 Road,
Korangi Road 7 FTC.
4. **TENDER NUMBER** KMTC/DIR/KMC/2012/86
5. **BRIEF DESCRIPTION OF CONTRACT**
The detailed scope of work for the transaction advisor to implement the project would be provided in the RFP. Briefly, the Transaction Advisor / Consulting Firm (s) shall be expected to perform following task:
 - Conduct a topographical survey of the proposed BRTS line and develop a preliminary engineering design for the whole project.
 - Conduct Feasibility study and provide Transaction Advisory Services in respect of the identified corridor. Prefeasibility study would cover technical, financial, economic, legal and environmental aspects.
 - To assist KMTC, KMC in marketing the project to the interested mix of investors and administering the bidding process for implementation of projects till achieving Financial Closure.
6. **FORUM THAT APPROVED THE SCHEME** PPP Policy Board
7. **TENDER ESTIMATED VALUE**
8. **ENGINEER'S ESTIMATE** N/A
(For civil works only)
9. **ESTIMATED COMPLETION PERIOD (AS PER CONTRACT)** 13 Months
10. **TENDER OPENED ON (DATE & TIME)** 06/07/2012 at 04:00 p.m.
11. **NUMBER OF TENDER DOCUMENTS SOLD** 06Nos.
(Attach list of buyers)
12. **NUMBER OF BIDS RECEIVED** 06Nos.
13. **NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS** 04Nos.
14. **BID EVALUATION REPORT** Attached
(Enclose a copy)
NAME AND ADDRESS OF THE SUCCESSFUL BIDDER - M/S KPMG Taseer Hadi & Co.
Consortium JV NESPAK and MOHSIN TAYEBALI &
Co.(Chartered Accountants Sheikh Sultan Trust Building
No-2, Beaumont Road, Karachi-75530, Pakistan
15. **CONTRACT AWARD PRICE** Rs. 31million

16. RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd EVALUATION BID).

- 1- M/S KPMG Taseer Hadi & Co. Consortium JV
NESPAK and MOHSIN TAYEBALI & Co.(Chartered
Accountants Sheikh Sultan Trust Building No-2,
Beaumont Road, Karachi-75530, Pakistan
- 2- M/S UBL Consortium JV with EA Consulting and
 RIAA Law Firm
- 3- M/S Ernst & Young Consortium JV with AA
 Associates and Haider Mota & Co.
- 4- Vellani Advocates and Legal Consultants.

17. METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ ✓
- 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 / NEGOTIATION ETC. WITH BRIEF REASO

18. APPROVING AUTHORITY FOR AWARD OF CONTRACT Chief Minister (Sindh)**19. WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?**

YES	✓	NO	
-----	---	----	--

20. ADVERTISEMENT :**i) SPPRA Website**

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

ID #.9160/2012 dt:31-07-2012			
------------------------------	--	--	--

ii) News Papers

(If yes, give names of newspapers and dates)

YES	✓	NO	
-----	---	----	--

(Daily Dawn, Jang, Express & Ummat)

21. NATURE OF CONTRACT

Local	✓	Intl.	
-------	---	-------	--

22. WHETHER QUALIFICATION CRITERIA**WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?**

(If yes, enclose a copy)

YES	✓	NO	
-----	---	----	--

23. WHETHER BID EVALUATION CRITERIA**WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?**

(If yes, enclose a copy)

YES	✓	NO	
-----	---	----	--

24. WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

YES	✓	NO	
-----	---	----	--

25. WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

YES	✓	NO	
-----	---	----	--

26. WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED**BID / BEST EVALUATED BID (in case of Consultancies)**

YES	✓	NO	
-----	---	----	--

27. **WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?**

YES		NO	✓
-----	--	----	---
28. **WHETHER INTEGRITY PACT WAS SIGNED?**

YES		NO	✓
-----	--	----	---
29. **WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?**

YES	✓	NO	
-----	---	----	--
30. **WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?**

YES	✓	NO	
-----	---	----	--

(Attach copy of the bid evaluation report)
31. **ANY COMPLAINTS RECEIVED**
(If yes, result thereof)

YES		NO	✓
-----	--	----	---
32. **ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS**
(If yes, give details)

YES		NO	✓
-----	--	----	---
33. **WAS THE EXTENSION MADE IN RESPONSE TIME?**
(If yes, give reasons)

YES		NO	✓
-----	--	----	---
34. **DEVIATION FROM QUALIFICATION CRITERIA**
(If yes, give detailed reasons.)

YES		NO	✓
-----	--	----	---
35. **WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?**

YES	✓	NO	
-----	---	----	--
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		NO	✓
-----	--	----	---
37. **WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?**

YES	N/A	NO	N/A
-----	-----	----	-----

YES		NO	✓
-----	--	----	---
38. **SPECIAL CONDITIONS, IF ANY**
(If yes, give Brief Description)
39. **Date of Award of Contract:** 19-04-2013

Signature & Official Stamp of 
Authorized Officer **MIRZA ANWER BAIG**
Director (P&C)
Karachi Mass Transit Cell (KATC)
City District Government Karachi

FOR OFFICE USE ONLY

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

Bid Evaluation Report

1. Name of Procuring Agency: Karachi Mass Transit Cell., Karachi Metropolitan Corporation
2. Tender Reference No:
3. Tender Description/Name of work/item: Consultancy Services for Yellow Line Bus rapid Transit system Project.
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9. No. of Bid technically qualified (if applicable): 4
10. Bid(s) Rejected: 2
11. Financial Bid Opening date: 8th January, 2013

12. Bid Evaluation Report:**Technical Score Raw**

M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	80.4	Qualified
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	82.4	Qualified
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	80.4	Qualified
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	80.4	Qualified
M/S Deloitte Touche Tohmatsu Limited, UK submitted through local representatives M/S Yousuf Saleem & Co. M/S Mandiwalla & Zafar & M/S Osmani	71.9	Not- Qualified
M/s Exponent Engineers (Pvt.) Ltd JV M/s ECIL, M/s PAKOR, M/S JASB & M/s CIMB	66.3	Not - Qualified

Financial Score

Consortium Under Consideration	Fee Quoted	Financial Score Raw
M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	84,000,000	36.90
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	42,705,500	72.59
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	120,466,165	25.73
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	31,000,000	100.00

Lowest Bid**31,000,000**

Final Score

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M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	80.44
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	69.47
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	84.32

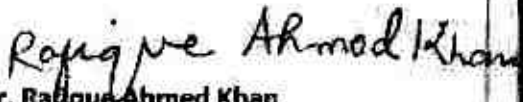

Engr. Ghulam Rasool
Director (Tech.)
KMTCC, KMC


Khalid Mehmood Shiekh
Director (PPP Unit)
Finance Dept., GOS


Sikandar Ali
Asst. Chief, P&D Dept.
Govt. of Sindh


Ahmed Tansir Aljazi
Asstt. Director, PPP Unit
Finance Dept., GOS


Syed Bilal Hassan
Asstt. Director, PPP Unit
Finance Dept., GOS


Dr. Raquib Ahmed Khan
Member (Civil Society)


Engr. Abdul Rasheel Mughal
Director General
KMTCC, KMC
Chairman



Annex-B

KARACHI METROPOLITAN CORPORATION
KARACHI MASS TRANSIT CELL

6th Floor, East Annexe, Civic Centre, University Road, Gulshan-e-Iqbal,
Karachi-75300. (Pakistan)

Ph 021-99230665
021-99231281
Fax 021-99231153

No.65-1/KMTC/KMC/BRTS/2013/ 11

Dated: 11-02-2013

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

LETTER OF INVITATION / ACCEPTANCE LETTER

Subject: **CONSULTANCY SERVICES FOR BUS RAPID TRANSIT SYSTEM (BRTS) - YELLOW LINE UNDER PUBLIC PRIVATE PARTNERSHIP (PPP) MODE (FROM DAWOOD CHORANGI & LUCKY STAR VIA 8000 ROAD, KORANGI ROAD 7 ETC.**

The Competent Authority has been pleased to approve your offer for consultancy services on the above subject amounting Rs.31,000,000/- (Rupees Thirty One Million only) for the above mentioned work.

In this regard, you will have to execute an Agreement on a stamp paper of Rs.93,000/- @ 0.3% of the sanctioned cost to be provided by you

You are therefore, requested to send draft agreement within 03 days so that the same may be vetted and returned to you for signatures on Stamp Paper and re-submitted to this office for further action.

Engr. Abdul Rasheed Mughal
Director General

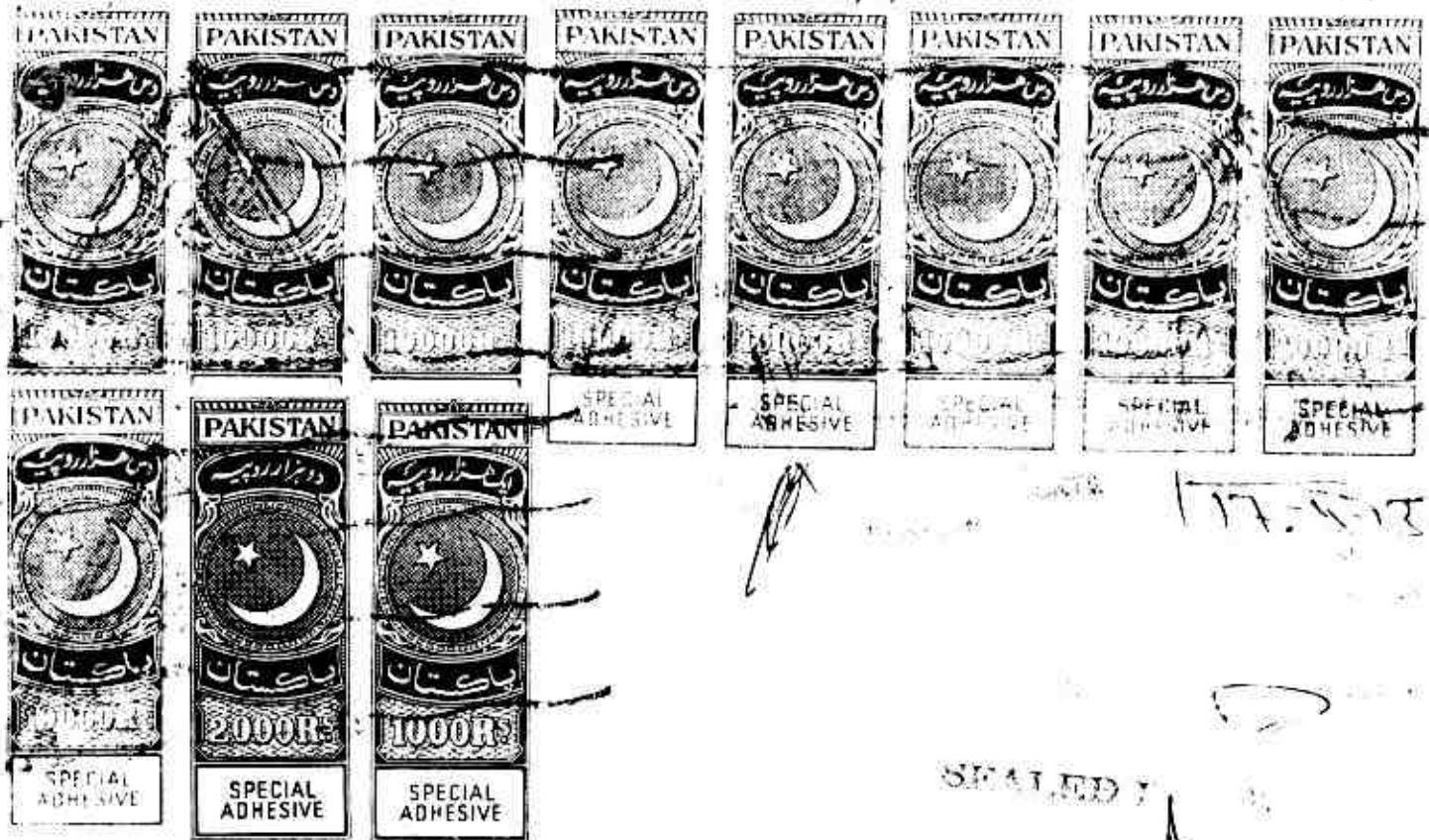
Copy to:

- 1) The Administrator, KMC.
- 2) The Director General, PPP Unit, Finance Department, GOS.
- 3) The Chief Officer, KMC.
- 4) The Financial Advisor, KMC.

**Schedule F
Fee Schedule**

Annexure - "D"

S. No.	Stage	Activity and Milestone	Milestone	PKF:
1	Stage-I, Part-A	Inception and Preliminary Project Report	5%	1,550,000
2	Stage-I, Part-B	Field Surveys (Topographic and Traffic Surveys)	7.5%	2,325,000
3	Stage-I, Part-C	Detailed Legal Review, Travel Demand Modeling, Operational and Conceptual Design, Preliminary Engineering Design, Engineering Cost Estimates, Financial Model & Feasibility Report	7.5%	2,325,000
4	Stage-II	Impact Assessment Report along with other Reports - to be done concurrently with Stage-I, Part-C	5%	1,550,000
5	Stage-II	Approval of Complete Feasibility by relevant authorities	15%	4,650,000
6	Stage-III	Bid documents including RFP, Draft Agreements, Package Concessions, Bid Invitations, Bid Submittal and Bid Evaluation, etc.	15%	4,650,000
7	Stage-III	Issuance of Lol	10%	3,100,000
8	Stage-III	Signing of Concession	15%	4,650,000
9	Stage-III	Financial Close Of the Project	20%	6,200,000
TOTAL			100%	31,000,000



SEALED

CONTRACT

THIS CONTRACT is made at Karachi on this 17th day of April, 2013 (the "Agreement");

BETWEEN

Karachi Mass Transit Cell, Karachi Metropolitan Corporation, having its offices at 6th Floor, East Annexe, Civic Centre, Gulshan-e-Iqbal, Karachi, represented by [Insert authorized person's designation] (hereinafter referred to as the "Client");

AND

The Advisory Consortium comprising of **KPMG Taseer Hadi & Co.**, having its offices at First Floor Sheikh Sultan Trust Building No. 2, Beaumont Road, Karachi - 75530 (hereinafter referred to as "KPMG" or the "Lead Advisor", or the "Financial Consultant"); **National Engineering Services Pakistan Limited** (hereinafter referred to as "NESPAK" or the "Technical Consultants"), having their registered office and principal place of business at 13th Floor, N.I.C. Building, Abbasi Shaheed Road, Off. Shahrah-e-Faisal, Karachi; and **Mohsin Tayebaly & Co.** (hereinafter referred to as "MTC" or the "Legal Consultants"), having registered office and principal place of business at 2nd Floor Dime Centre, BC-4 Block 9, KDA Scheme 5, Clifton, Karachi;

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

WHEREAS:

- A. The Client wishes to conduct a feasibility study (technical, financial and legal) and avail transaction advisory services to implement the Bus Rapid Transit System "Yellow Line" in Public Private Partnership mode (hereinafter referred to as the "Project") by engaging a consortium of transaction advisors in relation to the Project in accordance with the Scope of Work listed in Schedule A of this Agreement ("Assignment");
- B. The Public Private Partnership Unit (the "PPP Unit") has been assigned the responsibility to assist the Client to engage a qualified advisory consortium to provide a feasibility study and transaction advisory services to implement the Project (hereinafter referred to as the "Services");
- C. The Advisory Consortium (defined below), led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process whereby an 'Expression of Interest' was sought through advertisement in newspapers on 14th August 2012, followed by the issuance of a Request for Proposal (RFP) on 17th October 2012 issued by Client;



- D. The Standing Committee notified by the Government of Sindh, assisted by the Client and the PPP Unit, evaluated, considered and discussed the experience, capabilities and available staff of potential bidders/firms to provide the Services for the Project, and after succeeding in the selection process, the Advisory Consortium led by KPMG, has been appointed to provide such Services on the terms and conditions as set out herein, and in respect of which the Client and the Advisory Consortium desire to enter into this Agreement;
- E. The Lead Advisor, in collaboration with the other consortium members represented by NESPAK and MTC (hereinafter collectively referred as "Other Consortium Members" and individually as "Consortium Member"), particulars of whom were included in the technical proposal submitted by the Lead Advisor on 21st November 2012, have confirmed to the Client that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below; and
- F. The Client has agreed to accept the offer of the Advisory Consortium for undertaking the Assignment.

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions

- 1.1 In this Agreement, unless the context indicates otherwise, the following words and expressions shall have the following meanings unless inconsistent with the context:

"**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 Republic of Pakistan, and such other laws as may be applicable;

"**Advisory Consortium**" shall mean all the members of the advisory team comprising of KPMG, NESPAK and MTC with KPMG as the Lead Advisor;

"**Agreement**" means this contract executed between the Client and the Advisory Consortium and includes all the schedules, if any, attached thereto;

"**Assignment Team**" means the persons described under Clause 13 of the Agreement, subject to changes arising from the negotiations;

"**Associate**" means, (a) officers, directors, employees, representatives, advisors, attorneys, accountants and agents from time to time; (b) subsidiaries, holding companies (if any) and each of the subsidiaries of such holding company and each of their representative officers, directors, employees, representatives and agents from time to time; and (c) in the case of the Advisory Consortium, to the extent that they are not included in the definition, are the persons who, by virtue of any applicable law or regulation or sub-contractual arrangements, regarded as associated with the Advisory Consortium;

"**Business Day**" means any day other than Sunday or public holiday in the Republic of Pakistan or the province of Sindh;

"**Client**" means the Karachi Mass Transit Cell, Karachi Metropolitan Corporation, represented by Director General, Karachi Mass Transit Cell, Karachi Metropolitan Corporation for the purpose of this Agreement;

"**Client Default**" means an act or omission by the Client which results in a breach of any of its material obligations under the Agreement;

"**Commencement Date**" means the date of signing of this Agreement;

"**Completion Date**" means the date on which the services provided by the Advisory Consortium are completed;

"**Confidential Information**" means any information:

- (a) determined by the Client to be privileged or confidential;

discussed in closed session by the bid evaluation committee;



- (c) which if disclosed would violate a person's right to privacy;
- (d) declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in the relevant Freedom of Information Ordinance, 2002 of the Republic of Pakistan;

provided that Confidential Information shall not include such information which has been exclusions in terms of Section 16.3

"**Deliverables**" means those deliverables as set out under this Agreement;

"**Lead Advisor**" means a member of the Advisory Consortium, which shall be KPMG; empowered by the other members of the Advisory Consortium to (i) coordinate and liaise with the Client on their behalf and to undertake the project management aspect of the engagement (ii) undertake responsibility to the Client for execution of the entire Scope of Work mentioned in Schedule A,

"**PPP Unit, Finance Department**" means the Public Private Partnership Unit established under Public Private Partnership Act 2010, represented by the Director General;

"**Parties**" means the Client and the Advisory Consortium;

"**Performance Security**" means 1% of fee payable by the consortium. Bid security of 1% furnished at time of bidding to be converted into performance security;

"**Proposal**" means the Advisory Consortium's response to the Client's Request for Proposal in respect of the carrying out of the services;

"**Scope of Work**" has been defined in Clause 4.1 of this Agreement details whereof are contained in Schedule A;

"**Termination Date**" means any date of termination of the Agreement in accordance with the Clause 16.8 of the Agreement;

"**Variation**" means any variation to the Scope of Work in terms of the Agreement.

2. Interpretation of this Agreement

The Agreement shall be interpreted according to the following provisions, unless the context requires otherwise. In the event of any conflict, inconsistency or ambiguity, the provisions will prevail as follows:

- 2.1 References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under the Agreement;
- 2.2 References to clauses, sub-clauses, schedules and attachments are references to the clauses, sub-clauses, schedules and attachments of the Agreement;
- 2.3 The headings of clauses, sub-clauses, schedules and attachments are included for convenience only and shall not affect the interpretation of the Agreement;
- 2.4 Reference to "Agreement", shall include the Agreement and its schedules, attachments as amended, varied, notated or substituted in writing from time to time;
- 2.5 Words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter, and 'person' shall include both corporeal and incorporeal entities.

3. Entry into Force, Effectiveness and Termination of the Agreement

- 3.1 The Agreement shall come into force on upon its signing and submission of Performance Security with the Client or such other later date as may be agreed upon by the Parties hereto.

The Advisory Consortium shall begin carrying out the Services not more than fourteen (14) days after the Commencement Date or at such other date as may be mutually agreed upon by the Parties.



uu

3.3 Unless terminated earlier, this Agreement shall terminate on the Termination Date or at the end of such time as agreed upon by the Parties hereto.

4. Agreement to Provide Services

4.1 With effect from the Commencement date, Client hereby appoints the Advisory Consortium for the purpose of carrying out of the Assignment and the provision of the Services stated in the scope of work as detailed in Schedule A attached hereto ("Scope of Work") and the Advisory Consortium agrees to such appointment for such consideration as set out in Clause 6 below. The Client agrees that specified portions of the Scope of Work have been distributed between the members of the Advisory Consortium. It is further agreed between the Parties that unless the Scope of Work is amended in writing with the mutual agreement of the Parties, the work to be undertaken and the services to be provided by the Advisory Consortium will be restricted to the Scope of Work as set out in this Agreement.

4.2 Excluding the rights assigned in 4.1 neither the Client nor the Advisory Consortium may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party. However any member of the Advisory Consortium may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business, without the consent of Client.

4.3 This Assignment shall not create or give rise to, nor shall it be intended to create or give rise to any third party rights. No third party shall have any right to enforce or rely on any provision of this Agreement, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving to or conferring on third parties contractual or other rights in connection with this Agreement shall be excluded. No Consortium member shall be deemed to be a third party for the purposes of this clause.

4.4 This Agreement and the attachments thereto constitute the entire agreement between the Parties, and no other undertaking, representation, warranty, promise or the like not recorded herein, whether express or implied, shall bind the Parties hereto.

5. Scope of Work

5.1 The scope of the work and services to be provided under this Agreement is based on the Scope of Work as laid out in Schedule A to this Agreement.

5.2 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 scope of Work.

5.3 Unless the Client or the Advisory Consortium's instructions are later amended and agreed between the Parties in writing, the work to be undertaken by the Advisory Consortium will be restricted to that set out in Schedule A.

5.4 Amendment(s) to the Scope of Work as set out in Schedule A shall be done in accordance with the Clause 6.2.

5.5 The Client acknowledges and understands and accepts the above-mentioned Scope of Work as detailed in Schedule A between the Advisory Consortium and further that although the Lead Advisor shall have overall responsibility, each Consortium member is responsible and liable with respect to the specific work / Deliverables assigned to them in terms of Schedule A.

6. Fee

6.1 The Parties have agreed that the fee inclusive of all applicable taxes for this Project will be **PKR 31,000,000 (Rupees Thirty One Million only)** payable on completion of different milestone achievements as laid out in Schedule F. Other related terms with respect to payment of fee and expenses are also set out in Clause 12 and Schedule F.

6.2 If the Client seeks to vary the Scope of Work, the Parties will discuss such matters mutually and any changes to the Scope of Work will be agreed between the Parties in writing, subject to mutual agreement on change in fee and the revised timelines for completion, which will be subsequently recorded by way of an amendment to this Agreement.



6.3 Any amendment to the Scope of Work shall only become effective once the Parties have agreed to amendments/changes (if any) to the additional fee which may be incurred as a result of such amendment in the Scope of Work and the additional time period that will be required to provide the said services and recorded the same by way of an amendment to the terms of this Agreement. For the avoidance of doubt it is clarified that the amendment to the agreement between the Parties in relation to the adjustment in the fee and timelines as a result of any amendment in the Scope of Work is a condition precedent to the effectiveness of such amended Scope of Work.

6.4 The fee due and payable by the Client 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 Scope of Work in accordance with Clause 6.3.

7. Project Administration

7.1 The Advisory Consortium shall comply with all the terms, regulations, rules, and requirements of the Client, as of the date of the Agreement.

7.2 The Advisory Consortium shall work in close coordination with the assigned officer of the Client. The assigned officer shall meet regularly with the Advisory Consortium during the course of the Project and will provide guidance and input to the Advisory Consortium and will review the progress of work. All drafts and any other work product submitted by the Advisory Consortium will be reviewed and accepted by the Client within a period of twenty eight (28) working days from submission of the same. In the event the Client does not revert on the Advisory Consortiums drafts/final works within a period of twenty eight (28) working days, the same will be deemed to have been accepted by the Client. All of the Advisory Consortium's concerns, disputes, and/or proposed changes shall be addressed through the assigned officer.

7.3 Any notice, request, or consent made pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the Agreement.

7.4 The Client shall provide prompt written notice to the Advisory Consortium whenever the Client observes or otherwise becomes aware of any matter which may substantially affect the Advisory Consortium's performance of services under this Agreement.

7.5 The Client shall have unrestricted access to all plans, drawings, specifications, designs, reports, presentations and other documents produced by the Advisory Consortium during the term of this Agreement and submitted to the Client for the purposes of the Project. The Advisory Consortium, shall not later than fifteen (15) days, deliver pre-agreed number of copies of all such documents to the Client upon request from the Client.

8. Warranties

8.1 The Client represents and warrants to the Advisory Consortium that it has the necessary authorization, mandate and capacity to award the Scope of Work to the Advisory Consortium pursuant to this Agreement and that it has further followed all necessary statutes and procedures in awarding the same to the Advisory Consortium.

8.2 The Advisory Consortium warrants that:

- (a) that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Scope of Work in connection with the Assignment; and
- (b) It shall abide by the terms of the Agreement and that they shall perform their respective parts of work professionally and according to the international best practices.

9. Communication

All 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 copy form.



- 9.2 The Client hereby agrees and accepts the inherent risk of correspondence via email (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and further agrees to perform virus checks in respect of the same.
- 9.3 All communication of a substantive nature between the Parties shall be sent to the respective key contact persons in addition to any other person(s) or official(s) the Parties to the Agreement may wish to notify or to whom it is necessary and obligatory to send that communication.
- 9.4 The respective key contact persons for communication shall be:

<p>For Client</p> <p>Director General Karachi Mass Transit Cell, Karachi Metropolitan Corporation 6th Floor, East Annexe, Civic Centre, Gulshan-e-Iqbal, Karachi</p> <p>Telephone : 021-99231280 Telephone : 021-99230665 Fax : 021-33231153, 021-99231280</p>	<p>For Advisory Consortium:</p>
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<p>For PPP Unit</p> <p>Director Public Private Partnership (PPP) Unit Finance Department Government of Sindh Floor No. 7, A. K. Lodhi Complex, Sindh Secretariat No. 6, Shahrah-e-Kamal Ata Turk Karachi.</p> <p>Telephone: N/A Mobile: +92(0) 3462872086 Fax: N/A Email: shahneel.muftaba@gmail.com</p>	<p>For Advisory Consortium</p> <p>Adnan Rizvi Partner KPMG Taseer Hadi & Co. Chartered Accountants Sheikh Sultan Trust Bldg. No. 2 Beaumont Road Karachi, 75530</p> <p>Telephone : +92 (21) 3568 5847 Fax : +92 (21) 3568 5095</p>
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- 9.5 Either party may change its address to any physical address and Fax number for this purpose, by notice in writing to the other party.

10. Reporting

- 10.1 The Advisory Consortium's reporting will be based on Deliverables as described below and mentioned in Schedule D to this Agreement. The Deliverables will be prepared solely in connection with, and for use in accordance with, the terms of this Agreement. The Lead Advisor will report exclusively and directly to the Client. These Deliverables will be provided on the basis that they are for the Client's information only and that they will not be copied or disclosed to any third party or otherwise quoted or referred to, in whole or in part, without prior written consent of the Lead Advisor. If the information to be disclosed has been prepared by the Other Consortium Members, KPMG / Lead Advisor shall obtain the prior approval in writing from NESPAK or MTC, as the case may be, prior to providing a written consent to the Client in terms of this clause.

These Deliverables shall be delivered on the understanding that the Client shall not quote the name or reproduce the logos of the Advisory Consortium in any form without the written consent of the Lead Advisor.

The Client may disclose the Deliverables to their legal and other professional advisers for the purposes of seeking advice in relation to the Services, provided that when doing so the recipients are informed that disclosure by them (save for their own internal purposes) is not permitted without prior written consent and to the fullest extent permitted by law no responsibility or liability would be accepted by the Lead Advisor to them in connection with the Services.



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Subject to the Lead Advisor's prior written approval, reports may be released to third parties in its full version only. This release must include a written statement setting out the purpose of the engagement, restrictions on releasing the report to other parties and the restrictions of liability to any third party. The release is conditional upon the third party agreeing in writing to accept that the Advisory Consortium will have no responsibility or liability to such third party in connection with the provision of the report, and confirming that the third party will not release the report to any other parties and will indemnify the Advisory Consortium from any claims arising directly or indirectly from the release of the report to the third party.

- 10.2 If, in carrying out the agreed Scope of Work, the Advisory Consortium becomes aware of any matters outside the agreed scope that the Advisory Consortium considers to be of importance to the Project, the Advisory Consortium will bring these to the attention of the Client. The Parties may, after mutual consultation, change the Scope of Work, if so needed, in the manner set out in Clauses 5.3 and 6.2 of this Agreement.
- 10.3 The Advisory Consortium shall provide the Client with the Deliverables described in Schedule D during the course of the Assignment:
- 10.4 The outcome of the Project is to complete the Assignment as per the agreed Scope of Work. The procedures in the Scope of Work do not constitute an audit or review made in accordance with the International Standards on Auditing and consequently, no assurance will be expressed in this regard.
- 10.5 Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform, the final feasibility study report shall take into consideration all the outputs from earlier work products submitted by the Advisory Consortium.
- 10.6 Any additional tasks required by the Client from the Advisory Consortium including tasks/events where the Advisory Consortium is requested pursuant to subpoena or other legal process to produce documents relating to provision of the Services to the Client in judicial or administrative proceedings to which the members of the Advisory Consortium is not a party shall be considered as additional services and the fees for such services shall be governed under Clause 6.2 to this Agreement.
- 10.7 In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Scope of Work, the Advisory Consortium will submit a draft of its reports/ plans/ models to the Client for its comments prior to issuing it in final form. If the Client does not revert with any comments for a period of twenty eight (28) working days from the date of submission by the Advisory Consortium of its draft reports/ plans/ models (as the case may be), the same will be deemed to be accepted by the Client for the purposes of achievement of the Deliverables as set down in Schedule D and the Advisory Consortium will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) raise an invoice for and receive payment for completion of such Deliverable in accordance with Schedule F.
- 10.8 The Advisory Consortium shall be under no obligation to update any advice, reports or any Deliverables provided to the Client, oral or written, for events occurring after the advice, report(s) or Deliverable(s) have been provided to the Client in its final form or after any advice, report or Deliverable is deemed as accepted by the Client in accordance with the terms of this Agreement.
- 10.9 On completion of the Project the Client would encourage that the Advisory Consortium to carry out a debriefing where the Client shall provide feedback on the work carried out by the Assignment Team (defined below).
- 11. Access**
- 11.1 For undertaking the Assignment the Advisory Consortium will have access to the Project site(s) and wherever applicable, the relevant and important surveys/studies which would facilitate the Advisory Consortium in connection with this Agreement. These would primarily include, but not be limited to, the relevant surveys/studies mentioned in the Request for Proposal issued for the Assignment



The Client agrees that it shall notify the Lead Advisor as soon as practicable of any change in any material information previously made available to the Lead Advisor or the Advisory Consortium which comes to the attention of the Client.

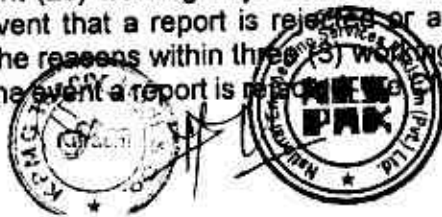


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- 11.3 Based on its past experience and knowledge, the Advisory Consortium shall also endeavour to identify studies, report or data, which have been conducted previously either at the Federal and/ or Provincial level and shall assist, wherever possible, to enable the Client in gaining access to such studies, reports or data.
- 11.4 The Client shall arrange access to and discussions with the relevant Client officers and officials, on, as well as off Project sites, in addition to coordinating visits to the Project sites.
- 11.5 The Lead Advisor will provide to the Client, information in relation to the Project that it obtains during the term of this Agreement, but shall not be under any obligation, to provide such information, the disclosure of which would breach any law, any regulation of any governmental supervisory or regulatory authority, the internal rules and/or regulations of the Advisory Consortium, the terms of any agreement to which the Advisory Consortium or any member thereof are/is a party, or any duty of confidentiality that the Advisory Consortium or any member thereof owes to a third party.
- 11.6 The Client hereby agrees and confirms that the Advisory Consortium shall not be held responsible or liable if information material to their task is withheld or concealed or fraudulently represented to them.
- 11.7 Any information provided by the Client shall be validated by the Advisory Consortium who shall inform the Client of any discrepancies or deficiencies in the same before relying on such information. The Advisory Consortium shall retain responsibility for information created as part of the engagement.
- 11.8 The Client acknowledges and irrevocably confirms that any information provided by the Client in relation to the works being performed under the Scope of Work by the Advisory Consortium that has been reviewed and accepted by the Client as being the relevant information to be applied in respect of the Assignment and accordingly the Advisory Consortium will not be liable for any defects, errors and/or omissions in the provision of the services by the application of the information and the utilization of the information specifically provided by the Client.
- 11.9 The Client shall provide guidance and assistance, in the establishment of the liaison and obtaining relevant information / studies from the concerned governmental agencies, consultants and other stakeholders. In case of absence or non-availability of such information, however, the Advisory Consortium shall rely mainly on its own sources of information. In no event however, shall the Advisory Consortium be responsible for the completeness and accuracy of information collected from Client or other third parties. It is however, agreed by the Advisory Consortium that only authenticated information shall be relied upon, that is, if the information is either signed by the agency concerned or if it is issued/made public with the approval of the same. The Advisory Consortium may rely on any instructions or requests made or notices given or information supplied in writing (including email), by any person that it knows to be authorised by the Client for such purposes (Sources like Wikipedia.com shall not be considered authentic even if the reference to information therein is made to a Government Agency).

12. Payment to Advisory Consortium

- 12.1 The Advisory Consortium shall be responsible for financing its activities until such time as payment is effected by the Client as mentioned in Clause 12.3. The Advisory Consortium shall submit its invoices to the Client in a format agreed between the Parties.
- 12.2 The Client shall compensate the Advisory Consortium for services rendered under the Agreement in accordance with the Advisory Consortium's Time Plan and Reporting Schedule, attached under Schedule C to this Agreement.
- 12.3 Subject to the other terms and conditions of this Agreement, all payments due by the Client to the Advisory Consortium shall be paid within forty five (45) working days from the date of approval, or deemed approval, of the relevant reports by the Client, save for payment in respect of the final report which shall be made within sixty (60) working days from approval, or deemed approval, of such report. The Client shall be obliged to approve or reject reports within twenty eight (28) working days from the date of submission by the Advisory Consortium. In the event that a report is rejected or approval is delayed, the Client shall be obliged to give the reasons within three (3) working days of such rejection or delay in approval. Further, in the event a report is rejected, the Client shall hold a meeting



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- 11.3 Based on its past experience and knowledge, the Advisory Consortium shall also endeavour to identify studies, report or data, which have been conducted previously either at the Federal and/ or Provincial level and shall assist, wherever possible, to enable the Client in gaining access to such studies, reports or data.
- 11.4 The Client shall arrange access to and discussions with the relevant Client officers and officials, on, as well as off Project sites, in addition to coordinating visits to the Project sites.
- 11.5 The Lead Advisor will provide to the Client, information in relation to the Project that it obtains during the term of this Agreement, but shall not be under any obligation, to provide such information, the disclosure of which would breach any law, any regulation of any governmental supervisory or regulatory authority, the internal rules and/or regulations of the Advisory Consortium, the terms of any agreement to which the Advisory Consortium or any member thereof are/is a party, or any duty of confidentiality that the Advisory Consortium or any member thereof owes to a third party.
- 11.6 The Client hereby agrees and confirms that the Advisory Consortium shall not be held responsible or liable if information material to their task is withheld or concealed or fraudulently represented to them.
- 11.7 Any information provided by the Client shall be validated by the Advisory Consortium who shall inform the Client of any discrepancies or deficiencies in the same before relying on such information. The Advisory Consortium shall retain responsibility for information created as part of the engagement.
- 11.8 The Client acknowledges and irrevocably confirms that any information provided by the Client in relation to the works being performed under the Scope of Work by the Advisory Consortium that has been reviewed and accepted by the Client as being the relevant information to be applied in respect of the Assignment and accordingly the Advisory Consortium will not be liable for any defects, errors and/or omissions in the provision of the services by the application of the information and the utilization of the information specifically provided by the Client.
- 11.9 The Client shall provide guidance and assistance, in the establishment of the liaison and obtaining relevant information / studies from the concerned governmental agencies, consultants and other stakeholders. In case of absence or non-availability of such information, however, the Advisory Consortium shall rely mainly on its own sources of information. In no event however, shall the Advisory Consortium be responsible for the completeness and accuracy of information collected from Client or other third parties. It is however, agreed by the Advisory Consortium that only authenticated information shall be relied upon, that is, if the information is either signed by the agency concerned or if it is issued/made public with the approval of the same. The Advisory Consortium may rely on any instructions or requests made or notices given or information supplied in writing (including email), by any person that it knows to be authorised by the Client for such purposes (Sources like Wikipedia.com shall not be considered authentic even if the reference to information therein is made to a Government Agency).

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- 12.2 The Client shall compensate the Advisory Consortium for services rendered under the Agreement in accordance with the Advisory Consortium's Time Plan and Reporting Schedule, attached under Schedule C to this Agreement.
- 12.3 Subject to the other terms and conditions of this Agreement, all payments due by the Client to the Advisory Consortium shall be paid within forty five (45) working days from the date of approval, or deemed approval, of the relevant reports by the Client, save for payment in respect of the final report which shall be made within sixty (60) working days from approval, or deemed approval, of such report. The Client shall be obliged to approve or reject reports within twenty eight (28) working days from the date of submission by the Advisory Consortium. In the event that a report is rejected or approval is delayed, the Client shall be obliged to give the reasons within three (3) working days of such rejection or delay in approval. Further, in the event a report is rejected, the Client shall hold a meeting



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with the Advisory Consortium / relevant Consortium Member (as the case may be) within seven (7) working days of notice of rejection in order to discuss and resolve issues pertaining to the report and to agree on a timeline for submission of the revised report.

- 12.4 Where a report or any Deliverable of the Advisory Consortium is rejected or objections in respect thereof are raised by the Client, or the Client is otherwise delayed in the performance of any of its obligations under this Agreement, the timelines for delivery / completion of the Services by the Advisory Consortium will be increased to account for such delays.
- 12.5 In relation to payments to be made to the Lead Advisor, the same shall be made through a demand draft or crossed cheque in favour of the Lead Advisor, issued by a scheduled bank in PKR.
- 12.6 In relation to payments to be made to international firms (if any) that are part of the consortia, the same shall be made to the Lead Advisor or the Local Representative of the international firm also in PKR amount indicated on their invoice raised in accordance with Schedule F; mode of such payments will be as per clause 12.5 above.
- 12.7 Where fees remain unpaid beyond the due date, the Advisory Consortium reserve the right to suspend provision of the Services until such time that the fees is paid and also claim an extension in time for the completion of the Deliverables to the extent of the suspended time. Suspension of the Services will not affect the Client's obligation to pay for Services rendered to the date of suspension. The Parties have the right to change the details mentioned in clause 12.5 by sending the Client a written notice.
- 12.8 The Client agrees that any additional expense incurred at the specific request of the Client shall be charged at actual and recovered in addition to the fee mentioned in Schedule F.

13. Assignment Team

13.1 The Parties shall, immediately after the commencement date, form an assignment team ("**Assignment Team**"), which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the services by the Advisory Consortium to the Client.

13.2 The Assignment Team shall be composed of the following:

- (a) An officer appointed by the Client, who shall have authority to bind the Client;
- (b) Such other additional members as appointed by the Client;
- (c) A representative appointed by the Advisory Consortium, who shall have authority to bind the Advisory Consortium
- (d) Individuals mentioned in the Request for Proposal i.e. the CVs of those who were evaluated for the award of the Bid; and
- (e) Such other members of the Advisory Consortium as appointed by the Advisory Consortium.

13.3 The functions of the Assignment Team shall be as follows:

- (a) To facilitate communication between the Parties;
- (b) To review the progress on the implementation of the Agreement
- (c) To manage and resolve potential disputes; to monitor and maintain alignment with institutional policy and strategy;
- (d) To achieve agreement objectives within agreed scope, time, cost and quality;
- (e) To provide advice and consent on scope variation;
- (f) To facilitate all necessary institutional and treasury approvals; and
To provide feedback to relevant stakeholders.



- 13.4 The Assignment Team shall determine an appropriate set of meetings to be held and the frequency thereof.
- 13.5 Except as the Client may otherwise agree, no changes shall be made in the Assignment Team or the sub-consultants. If, for any reason beyond the reasonable control of the Assignment Team, it becomes necessary to replace any of the team members, the Assignment Team shall provide as a replacement a person of equivalent or better qualifications, subject to the approval of the Client. The Client may require the Advisory Consortium to remove and replace any staff member, stating reasons for such action. List of the Assignment Team is attached in Schedule B to this Agreement.

14. Obligation of the Parties

14.1 The Client undertakes:

- (a) to remunerate the Advisory Consortium for its services in a timely manner as set out in the payments clause herein;
- (b) to use its reasonable endeavours 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;
- (c) to inform the Advisory Consortium of any information or developments which may come to their attention during the duration of the Agreement, which might have a bearing on or be relevant to the services to be provided by the Advisory Consortium;
- (d) to co-operate with the Advisory Consortium at all times for the purposes of facilitating a timely and efficient delivery of the services;
- (e) to retain responsibility and accountability for the management, conduct and operation of its business and affairs;
- (f) to independently decide on the use of and to what extent it wishes to rely on, or implement advice or recommendations made by the Advisory Consortium;
- (g) that all decisions made in respect of the Services or anything ancillary thereto shall be made independently by the Client after careful consideration of the same. It is clarified that the Client shall be solely liable/responsible for the consequences/repercussions of its decisions;
- (h) 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 Client;
- (i) to accept the provision of the Services on its own behalf and as agent for any other beneficiaries. The Client 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 Client 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 Client.

14.2 The Advisory Consortium undertakes:

- (a) to perform the Services using reasonable skill and care in accordance with applicable professional standards;
- (b) to devote the necessary time and attention to providing the Deliverables, as set out in the Deliverables schedule, and not engage in any business or activity that will prevent the Advisory Consortium from providing the Services;

to maintain, at all times, the highest degree of good faith towards the Client and to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the Client 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 Client or the Lead Advisor may refer the matter for dispute resolution in terms of Clause 16.18 of this Agreement. A deliberate failure by the Advisory Consortium to inform the Client of any conflict of interest shall amount to a material breach of the Agreement and may entitle the Client to terminate the Agreement forthwith;

- (d) to render the services in accordance with the deliverables, timeframes and specifications, as set out in the Deliverables schedule, annexed hereto, as amended by written agreement of the Parties;
- (e) that all actions and commitments agreed upon or pursuant to the Assignment Team meetings or Team Agreement, will be strictly adhered to;
- (f) to provide the Client with any information and reports reasonably requested by the Client 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;
- (g) to maintain the professional personnel as promised and committed to by the Advisory Consortium in its proposal throughout the life of this Agreement, and as recorded in the Deliverables schedule, and that in the event of any dedicated member of the Advisory Consortium becoming incapacitated and unable to carry out his or her duties or whose performance the Client 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 Client;
- (h) to observe neutrality and objectivity in its views and opinions; and
- (i) to respect and observe all Applicable Laws.

15. Terms of Business

15.1 Together with this Agreement and its related Schedules, constitutes the entire agreement between the Parties with respect to this Agreement. In the event of any conflict, inconsistency or ambiguity, the provisions will prevail as follows:

- (a) This Agreement;
- (b) Schedule D – Terms of Business;
- (c) Other Schedules to this Agreement;
- (d) Technical and Financial Proposals submitted by the Advisory Consortium.
- (e) Request for Proposal

16. Miscellaneous

16.1 Assignment and Charges:

- (a) Notwithstanding anything contained in Clause 4.2 above and except with regard to Services to be executed and reports to be submitted members of the Advisory Consortium, the Advisory Consortium shall not assign this Agreement or any part hereof except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate any part of the Scope of Work to members of the Advisory Consortium.

16.2 Liability and Indemnity:

- (i) The Advisory Consortium shall indemnify, defend and hold the Client harmless against any and all proceedings, actions and third party claims arising out of a breach by the Advisory Consortium of any of its obligations under this Agreement except to the extent that any such claim has arisen due to the event of Client default. However, any claims for liability shall be subject to limitations set forth in this Agreement;

The Client will indemnify, defend and hold harmless the Advisory Consortium 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 Client, its officers, servants and agents of any obligations under this Agreement.



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- (iii) Without limiting the generality of clause 16.2(a) above and subject to the limitations contained in this Agreement, the Advisory Consortium shall fully indemnify, save harmless and defend the Client 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 Client to the Advisory Consortium.
- (iv) The Client agrees that the Advisory Consortium, its partners, principals, and employees shall not be liable to the Client 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 Client 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 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.
- (v) The Client 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 defence 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.
- (vi) The Client confirms that the abovementioned indemnity provided by the Advisory Consortium is subject to the following; While the Lead retains overall liability and responsibility (a) each Consortium Member shall be liable and responsible for its own Deliverables as per the Scope of Work detailed in Schedule A, (b) the Consortium Members shall not be deemed to be in partnership and their liability at all times shall be several and; (c) no Consortium Member shall be responsible nor liable for the Deliverables or the contents of the Deliverables of any other Consortium Member.
- (vii) 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 Client to them for the Scope of Work assigned as described in Schedule A.

16.3 Confidentiality:

- (a) Neither Party shall during the term of this Agreement ("**Receiving Party**"), without the prior written consent of the other Party ("**Disclosing Party**"), disclose any proprietary or Confidential Information relating to the Assignment, this Agreement or the business or operations of the Disclosing Party to anyone other than those persons who are connected to the Receiving Party and who are required or authorized to have access to such information. Except to the extent otherwise required by Applicable Law or professional standards, the Parties' obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Client; (b) was known to either the Client or the Advisory Consortium or had been previously possessed by the Client or the Advisory Consortium without restriction against disclosure at the time of receipt thereof by the Client or the Advisory Consortium; (c) was independently developed by the Client or the Advisory Consortium without



violation of this Agreement; or (d) the Client and the Advisory Consortium agrees from time to time to disclose. Each Party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own Confidential Information, except to the extent that Applicable Law or professional standards impose a higher requirement. Notwithstanding anything contained in this Agreement, the Lead Advisor shall be at liberty to disclose all information as may be required to the members of the Advisory Consortium.

- (b) The Advisory Consortium may retain, subject to the terms of this paragraph, copies of the Client's Confidential Information required for compliance with applicable professional standards or internal policies. If either Party receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other Party's Confidential Information, such party shall provide prompt written notice to the other Party of such demand in order to permit such Party to seek a protective order. So long as the notifying Party gives notice as provided herein, the notifying Party shall thereafter be entitled to comply with such demand to the extent permitted by law, subject to any protective order or the like that may have been entered in the matter.
- (c) This clause shall not apply to any of the information that the Advisory Consortium are required by law or by the requirements of any regulators or by specific professional standards to disclose.
- (d) The Client acknowledges that:
- (i) KPMG may share Confidential Information with other member firms of KPMG International in the course of and for the purpose of delivering the agreed Services.
 - (ii) KPMG processes client information using KPMG's electronic communications systems, knowledge management, and information technology facilities and applications in its audit and other client service engagements. In connection with that use, the Client's data (including Confidential Information) may be transferred across national borders and processed or stored in remote locations. KPMG and KPMG International take reasonable steps to preserve the confidentiality of such data.
 - (iii) For the purposes of delivering services to the Client or other clients, KPMG and other member firms of KPMG International shall be entitled to use, develop and share with each other knowledge, experience and skills of general application gained through performing the services.
 - (iv) KPMG may share Confidential Information with KPMG International and its member firms in order to improve KPMG's understanding of clients and their business processes and metrics, and to develop KPMG's intellectual capital.
 - (v) KPMG may share Confidential Information within KPMG and with KPMG International and its member firms in order to allow KPMG to identify and offer to the Client additional services or products that may be of interest to the Client.
- (e) The obligation to maintain the confidentiality of information shall survive the termination of this Agreement for a period of two (2) years, but will not apply to Confidential Information which was in the public domain prior to being disclosed by the Advisory Consortium and has come into the public domain other than as a result of being divulged by the Receiving Party.

16.4 Adversarial Conflicts:

KPMG including its member firms may be approached to advise another party or parties who are in dispute with the Client, or to advise or represent the interests of a party or parties whose interests are opposed to the Client's through their material concern in matters to which the Services are specifically and directly related ("Adversarial Conflicts"). KPMG seeks and shall continue to seek to identify Adversarial Conflicts. If the Client knows of or becomes aware of any such Adversarial Conflicts which may arise, the Client shall inform KPMG promptly. KPMG shall not accept any engagement which may give rise to an Adversarial Conflict for the Assignment.



KPMG including its member firms may be approached to advise another party or parties where there is no adversarial conflict between the Client and that other party but where the other party's interests compete with the Client's specifically and directly in relation to the subject-matter of the services ("**Competing Party**" or "**Competing Parties**"). KPMG seeks and shall seek to identify Competing Parties. If the Client knows of or becomes aware that KPMG is advising or proposing to advise a Competing Party, the Client shall inform KPMG promptly. Where a party being advised has been identified by KPMG or notified by the Client as a Competing Party, appropriate barriers shall be put in place to protect the Client and the other parties confidentiality and when such barriers are operating KPMG shall be entitled to advise the Competing Party concerned at any time and in any capacity (save in relation to a situation where the Client's interests and those of the other party are directly and specifically opposed).

16.5 Ownership of Material and Intellectual Property:

- (a) Any information provided by the Client to the Advisory Consortium and any studies, reports and documentation produced by the Advisory Consortium in performance of the services (hereinafter referred to as the "**Materials**") shall belong to and remain the property of the Advisory Consortium, however, the Client shall have the right to use such drawings and other documents for the performance of the works of the Project.
- (b) Upon termination of the Agreement for any reason whatsoever, the Advisory Consortium must return to the Client all Materials in its possession which belong to the Client. The Lead Advisor may retain single copies as may be required pursuant to Clause 16.3(b).

16.6 Governing Law and Jurisdiction:

This Agreement shall be construed and interpreted in accordance with and governed by the laws of Islamic Republic of Pakistan and the Courts of Karachi shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

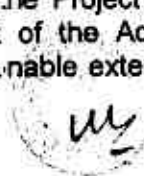
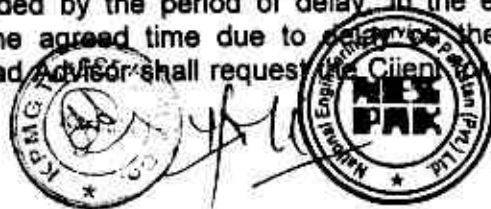
16.7 Waiver:

- (a) No waiver by a Party of any right under the Agreement shall be effective unless reduced to writing and signed by or on behalf of all the Parties.
- (b) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement shall not (i) operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement; (ii) be effective unless it is in writing and executed by a duly authorized representative of such Party; and (iii) affect the validity or enforceability of this Agreement in any manner.
- (c) Neither the failure by either Party to insist on the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

16.8 Term, Termination and Survival:

- (a) The appointment of the Advisory Consortium in terms of this Agreement shall automatically terminate upon completion of the Services as per the Scope of Work under Schedule A or upon expiration of a period of twenty four (24) months from the date of signing of this Agreement, whichever comes earlier. During the stated period the Advisory Consortium shall endeavour to facilitate the Client in the timely completion of all services relating to the Project.

In case the Project is not completed within the agreed time due to a delay on the part of the Client, the timelines specified in Schedule C hereto shall stand automatically extended by the period of delay. In the event the Project is not completed within the agreed time due to delay on the part of the Advisory Consortium, the Lead Advisor shall request the Client for reasonable extensions



with necessary justifications from the Advisory Consortium. Upon expiry of the term specified herein, this Agreement may be renewed for further services / projects, upon the mutual consent of the Parties.

- (b) Upon termination of this Agreement, other than for a termination of this Agreement by the Client following a breach by the Advisory Consortium of the terms of this Agreement, the Performance Security shall be returned to the Lead Advisor as per The Sindh Public Procurement Rules 2010.
- (c) Other than termination per clause 14.2, either Party may terminate this Agreement by giving forty five (45) days written notice to the other Party if the other Party is in breach of its obligations as contained in this Agreement and such breach is not cured within forty five (45) days following receipt of written notice thereof by the non-breaching Party.
- (d) Termination of this Agreement (a) shall not relieve the Advisory Consortium or the Client of any obligations hereunder which expressly or by implication survives Termination hereof; (b) shall not relieve Client for making payment of the advisory fee and any other amounts due and payable in terms of this Agreement; and (c) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations that have already arisen or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

16.9 Amendments:

This Agreement and the Schedules together constitute a complete and exclusive statement of the terms of the Agreement 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.

16.10 Notices:

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, 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 in Clause 9.3 above or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

16.11 Severability:

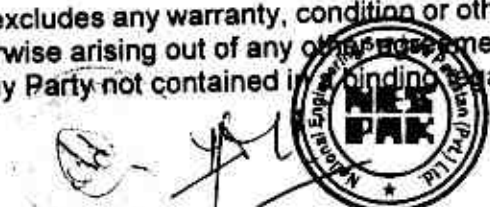
If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall 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 Agreement or otherwise.

16.12 No Partnership:

- (a) Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.
- (b) It is understood and agreed that each of the Parties hereto is an independent consultant and that neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

16.13 Exclusion of Implied Warranties, etc.

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 this binding legal agreement executed by the Parties.



Handwritten signature

16.14 No Representations:

No Party may rely on any express, tacit or implied term, representation, promise, warranty or the like which allegedly induced that Party to enter into the Agreement, unless the term, representation, promise, warranty is recorded in the Agreement.

16.15 Costs:

- (a) Each Party shall bear its own legal costs of, and incidental to, the negotiation, drafting and preparation of the Agreement.
- (b) Notwithstanding provisions of liabilities and damages contained in Clause 16.2 any costs, including attorney and own client costs, incurred by a Party, arising out of the breach by either Party of any of the provisions of the Agreement, shall be borne by the Party in breach.

16.16 Counterparts:

This Agreement may be executed in two (2) counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

16.17 Force Majeure:

- (a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party e.g. floods, fire, explosion, accidents, either lack of or failure of power, or by reason of war, revolution civil commotion, act of public enemies, blockades or embargo or any law and order proclamation, regulation, ordinance, demand or requirement of the Government, or any or other cause, similar to those above enumerated, and which makes a Party's performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.
- (b) The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - (i) is not negligent, has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement; and
 - (ii) has informed the other Party as soon as reasonably practicable about the occurrence of such an event.
- (c) Any period within which a Party shall, pursuant to this Agreement, 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.

16.18 Dispute Resolution:

If at any time the Client wishes to discuss how the Services can be improved or in case of a complaint with respect to the quality of service, the Client is invited to telephone the Key Contact Person of the Lead Advisor (as per Clause 9.3) to call a meeting with the Advisory Consortium.

In the event of any controversy or claim arising out of or relating to this Agreement or the Scope of Work, or a breach thereof, 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 controversy or claim at the expiration of thirty (30) days, the matter will be referred to sole arbitrator to be appointed by the Parties with mutual consent 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 prescribed period, the matter shall be referred to two (2) arbitrators, one to be appointed by each of the Parties to dispute and to an umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the two (2) 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 re-enactment thereof for the time being in force.

The Parties agree that:

all arbitration proceedings will take place in the jurisdiction of the Sindh province;



- (b) except as may be required by law, neither a party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of all Parties.
- (c) the language of the arbitration shall be English;
- (d) it is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award;
- (e) the decision of such arbitration to award or awards made by such arbitrator(s) and umpire shall be final and binding upon the Parties hereto;
- (f) pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Agreement and Scope of Work;
- (g) this clause shall continue in force notwithstanding the termination of this Agreement or any Statement of Work; and
- (h) pursuing arbitration shall be a condition precedent to any legal proceedings through a Court of law.

In the event of a dispute, or where fees remain unpaid beyond the due date defined above, the Consortium reserve the right to suspend provision of the Services until such time as the dispute is resolved or the fees are paid. Suspension of the Services will not affect the Client's obligation to pay for Services rendered to the date of suspension.

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

17. General Provisions

- 17.1 The terms of this Agreement and any attachments or addenda hereto form an integral part of this Agreement. Said attachments are:

Schedule A – Scope of Work
 Schedule B – List of Assignment Team
 Schedule C – Time Plan and Reporting Schedule
 Schedule D – Deliverables
 Schedule E – Not Used
 Schedule F – Fee Schedule

- 17.2 The Parties agree that the Client is the beneficiary, and that all supplemental agreements, disputes and other financial, legal and technical documents pertaining to the performance of this Agreement shall be processed through the Client.
- 17.3 The Parties agree that credit on all reports, progress reports, interim reports, and other documents produced under this Agreement shall indicate that the work was conducted under funding provided by the Client.
- 17.4 The Parties shall cooperate and collaborate in the performance of their respective services in accordance with the Request For Proposal document, and in accordance with the Scope of Work outlined under Clause 5. The Advisory Consortium shall perform its undertakings in full conformity with the provisions of this Agreement, and shall, at all time, to the extent possible for each Party, prevent any breach in respect thereof.
- 17.5 The Advisory Consortium agrees that it shall carefully, strictly, and specifically comply with each and every provision of this Agreement that relates to the confidential or proprietary information. Further, the work products, including but not limited to, findings, observations, recommendations, system designs, source and object code(s) and procedures shall be deemed important, confidential and material.
- 17.6 The Advisory Consortium or any of its employees shall not, at any time, either directly or indirectly, communicate to any other person, firm, corporation, or public entity in any manner whatsoever, any such confidential or proprietary information, data, or documents gathered, prepared, seen, or generated during the Assignment, except with the explicit permission of the Client.



**Schedule A
Scope of Work**

Scope of the Lead Advisors shall include Project Management Activities which shall include but will not be limited to:

- Lead Advisor to act as contact person to the Client on behalf of consortium
- Dispute resolution
- Expediting timely delivery of deliverables
- Liaison and Coordination with Client and consortium members,
- Distribution of fees to the Consortium Members

Stage - I

1. Collection of Data

1.1 Reconnaissance Survey

To carry out reconnaissance survey on the corridor for identification of specific / typical problem areas such as tight / encroached spots, appreciation of ground constraints / situations such as at existing grade separators and identification of traffic survey location in consultation with KMTTC, KMC. The detailed survey of the alignment along the identified corridor shall be done using total station and GPS and will be produced in electronic format and hard copies containing plans, longitudinal sections and Cross - section shall be prepared to the scale prescribed in NHA/AASHTO/MOTSS/NTRC/BRTSPG/T&PD (USA) standards. While doing the survey encroachments, land required to implement the BRTS with plot number and ownership details shall be furnished. The Consultant shall be required to carry out videography of all the corridors involved in the study. Such videography shall cover the available ROW and should be so organized as to focus on important features including unauthorized occupations of ROW and other road features.

1.2 Secondary Data

To collect relevant secondary data regarding;

1. Rights of way and Road Development Plans (road widening / Improvements, flyovers, Subways) of the entire corridor from the relevant planning agencies;
2. Signal phasing / ATC plans for all intersection and traffic management measures along the entire corridor;
3. Existing Off-street parking provisions in the influence area of corridor and any new parking proposals planned; and
4. Bus routes with frequency and number of buses operating on the corridor.

1.3 Traffic Surveys

To carry out detailed primary traffic & travel surveys along the corridor and data analysis with interpretations. These surveys shall include:

1. Speed and Delay survey. This survey would be done separately for the traffic stream and for buses, both peak and off peak period to assess the journey and running speeds along with delays along the entire length of the corridors.
2. Road Network Inventory Surveys of entire length of corridors including all intersections and service roads in the influence area;
3. Boarding / alighting survey of passenger at major bus stops. This survey shall provide an estimate of bus stop loads as well as total bus passenger demand on the corridor;
4. Origin / Destination cum Opinion Survey Both for bus and Intermediate Public Transport / private modes (auto-rickshaws and two wheelers;) at all major bus stops and intersections respectively during peak period on sample basis. The O-D survey for bus passengers shall be conducted at all the bus stops on the



selected corridors and shall provide an estimate of distance wise bus passenger demand on the respective corridor. The O-D cum opinion survey for other users shall in addition provide the potential shift to the new system;

5. Direction-wise Classified Traffic Volume Survey to be conducted in two categories namely Turning Movement Counts Surveys & Mid-Block Surveys. The Turning Movement Surveys shall be done on all intersections along the BRT Line for at least 16 hours on a typical weekday selected between Monday and Thursday. The survey shall include all prevailing motorized vehicle classifications. This shall help the consultant in optimizing signal delays in post BRT implementation. The Classified Mid-Block Count Surveys on all major locations (especially in portions where BRT is proposed in mixed traffic with the existing traffic) along the BRT Line is also be performed. The duration should be at least 16 hours. The survey shall be conducted alongside passenger occupancy survey conducted simultaneously with the traffic count. (All types of buses will be counted separately) and Passenger Occupancy survey at all intersections. This survey will provide information on section wise daily and peak hour traffic volume and composition on the information on section wise daily and peak hour traffic volume and composition on the corridors;
6. Traffic Signal time and saturation flow survey at all signalized intersections for morning, midday and evening peaks as well as off peak period. The information shall be used for developing a calibrated micro simulation model and expected delay in post BRT case. The results should also assist the consultant in preparing appropriate ITS technique being adopted at each intersection.
7. Parking survey (on-street and off-street) would be carried out along the entire length of the corridor to collect the details about parking accumulation and parking duration for peak period. The parking demand assessment would enable to plan for providing alternate parking facility; and would also give a concrete idea about actual and effective road capacity.
8. Pedestrian Survey at all major intersections for peak periods. Both along and across movements will be counted to gauge the intensity of pedestrian Traffic for provision of requisite pedestrian facilities as well as minimizing pedestrian vehicular conflicts.
9. Bus Transit Surveys, The KMTC, KMC will provide the Advisory Consortium the results of various On-Board Surveys, bus transit travel surveys, travel time and delay studies, passenger occupancy surveys, willingness to pay and willingness to shift surveys conducted in previous studies.
10. Traffic Demand Estimate, The Advisory Consortium will be provided by KMTC, KMC the forecast of the traffic demand for the project for 10, 20, and 30 years respectively, if available, based on calibrated Traffic demand model developed under JICA KTIP 2030. The results of the modeling to be accompanied with the Socio-Economic characteristics for the project influence area and traffic growth development plans for the other modes of Transport. The Advisory Consortium shall assess these projected demand in particular traffic demand estimates for diverted, induced and generated demand. Overall traffic forecast thus made shall form the basis for the design of each pavement type and other facilities.

1.4 Topographical Surveys

To carry out topographical survey along the identified alignment for the proposed corridor. The detailed TOR for topographic survey is attached at Annexure below.

1.5 Detailed Legal Review

Conduct a detailed legal review of the transport sector on matter pertaining to the Project. It shall include but not limited to fare setting rules, Right of Way, identification of No Objection Certificates (NCC) to be obtained, environmental regulations and other legal aspect necessary for the project.

2. Survey and Mapping Works

2.1

General

The scope of topographic survey work required for the design of different civil engineering works i.e. road, storm water, drainage, utilities, residential or commercial areas, parks etc. shall mainly comprise of following items:-



1. Fixation of permanent control points in the entire Project Area at suitable and safe locations to acquire field survey data in digital format
2. Traversing and leveling of the entire project site
3. Acquisition of field data such as natural and man-made features like road, buildings, utilities (overhead/underground) along with type, sizes and height. The Advisory Consortium should conduct cross sections survey at 50 meters interval for a corridor width of 100m approximately. Cross sections should be developed at 1:1000 horizontal and 1:500 vertical scales on A4/A3 size plot.
4. Processing of field data and production of maps on 1:1000 scale by using acquired field data/cross sections for generation of contours at 20 cms contour interval.
5. X-section of all nullah(s)/canal(s)/minor should be conducted including under water areas for 300 meters upstream and 300 meters downstream sides.

2.2 Survey Reference Monumentation

A network of permanent concrete monuments shall be established to serve as survey control stations. Monument shall be located on safe and stable ground where it could last for maximum period of time.

Permanent concrete monument shall be established at site at suitable interval to serve as Survey Control Stations. Detailed description sheet shall be prepared in respect of each of the permanent survey control station. It shall contain freehand sketch of the station locations and description of the mark including final adjusted elevation value and coordinates.

Some of permanent survey/ traverse points could also be established on available existing structures such as culverts/ bridges etc. outer edge of building plinths etc within the project area by marking engraved circle or triangle and a nail driven or engraved dot at the center of either mark. All traverse stations/control points shall be properly labeled with red point and appropriate sketches drawn for future reference.

These monuments shall be located within reasonable vicinity of the site and tied to existing Survey of Pakistan (SoP) control points and bench marks. In case SoP monument is not available in the project vicinity, precise Differential GPS coordinates and elevation shall be used for referencing purpose with the Base setup along the route as per Clients agreement. Continuous GPS observation of minimum 5 hours shall be taken for the Base observations to attain Control Survey accuracy. No GPS observations shall be accepted if taken stand alone without any Baseline computation.

Detailed description sheets along with photographs for each permanent monument shall be prepared on a standard form which shall give its exact location with reference to adjoining physical features.

2.3 HORIZONTAL CONTROL

1. Location

The location of the survey control points shall be selected such as to cover the whole of site and are inter-visible/ readily accessible for any present and future reference.

2. Reference Datum

The reference datum for horizontal control of the project area shall be based on Survey of Pakistan's (SoP) datum for all survey and mapping works. In case SoP monument is not available in the project vicinity, WGS-84 (UTM) coordinates and elevation shall be used for referencing purpose

3. Units of Measurement

The linear measurement units used in survey and mapping work shall be metric and the angular measurement shall be in degrees, minutes and second of arc.



4. Total Station

Total station will be used for measurement of angle and distance with self-recording facility of field data shall be used at the project site. Total Stations with minimum 6 seconds accuracy or better should be used on the project.

5. Traversing

Closed traverse with SoP monuments / Differential GPS established controls shall be carried out to establish horizontal controls in the area using total stations. All traverse distances shall be measured and mean distance adopted provided the two agree to an accuracy limit of 1:10,000 or better. The computations shall be carried out on computer using appropriate software and minimum acceptable closure accuracy to be achieved shall be 1:15,000 or better. The measured distance shall be corrected for various geodetic corrections and used in the traverse computations. The misclosure of the traverse (if any and within the above mentioned survey tolerance) shall be adjusted using suitable and acceptable routine adjustment methods and final adjusted coordinates obtained.

2.4 VERTICAL CONTROL

1. Monumentation

The same control monuments/ markers constructed for horizontal control shall also be used for vertical control.

2. Reference Datum

Vertical datum shall be based on the Mean Sea Level (MSL) of Survey of Pakistan (SoP) or GPS.

3. BM Leveling

Bench Mark leveling shall be carried out using automatic leveling instrument and staves of quality. Back and foresight distance shall be kept approximately equal. The leveling staff shall be held up- right during observations using leveling staff bubble. At change points the staff shall be held on steel changes plate.

Leveling and check leveling shall be carried out by independent parties or same party on different days. All the field data should be recorded on standard survey forms in ink or can be digitally recorded.

4. Computation and Adjustments

Mean of the leveling and check leveling if within permissible limits of $\pm 10\text{mm} \sqrt{K}$ where K is distance in kilometer shall be used for calculations.

2.5 TOPOGRAPHIC SURVEY

1. Data Acquisition

The horizontal and vertical control established shall be used for topographic survey of the required areas. Acquisition of field data such as natural man-made features like roads, buildings, utilities (overhead/underground) along with type, size and height if exist at the time of field survey. All the data shall be recorded electronically. During topographic survey, the cross sections shall be observed using Total Station and the data recorded digitally to reduce human error.

In addition to above, the utilities and roads surrounding the project area shall also be recorded during the topographic survey.

2. Data Processing

The data recorded electronically and on survey forms shall be transferred to computer and processed to produce digital terrain model in the form of X, Y and Z coordinates.

3. Computer Aided Mapping

The digital data shall be plotted and features of the terrain through computer aided



mapping. The topographic sheets shall be verified in field and corrections incorporated accordingly.

2.6 CROSS- SECTION OF NULLAHS, NATURAL STREAMS

The cross-sections of river bed, nullahs and drains shall be taken at 50m interval at 300 meters upstream and 300 meters downstream of nullah and natural stream locations. Underwater depth shall also be measured for each cross section. All x-sections shall be plotted on suitable horizontal and vertical scale as required.

2.7 SUBMISSIONS

The Consultant shall submit the survey report/data as follows within the stipulated time as per schedule submitted by him:

1. Hard copy (1 No. prints A4 size) of all the field survey data and computations
2. Hard copy (1 No. Paper Prints A3 size) of the map sheets produced
3. Survey Report comprising field observation, traverse computations, description sheets/ photographs etc.
4. Softcopy of all survey data, analysis, drawings and plots shall be provided on a CD. All drawings shall be in AutoCAD „DWG“ format as well as „PDF“ plot sheet format. All survey data shall be provided in PDF and instrument generic data file formats.

3. Preparation of Conceptual Engineering Plan

3.1 Engineering Concept Plan

To prepare an engineering concept plan indicating amongst others the following details and the solutions / proposals thereof:

1. Bus lanes (centre / side) bus Stops / bus Stations (parallel or staggered, single or double) and overtaking.
2. Type of Architectural design for various structures like bus stops, stations along with Passenger Access etc.
3. Tight spots, encroachments on the right of way, religious structures etc:
4. Intersections, Roundabouts, flyovers, interchange points and side lanes, elevated roads wherever considered necessary on account of constraints in availability of land. Station facilities shall be proposed at suitable positions after discussing with the Client.
5. Impact on trees, utilities parking, service roads;
6. Design of bus lanes and means of physical segregation of bus lanes:
7. Location of bus Stops/Stations and areas served by each; Inter Modal Transfer facilities where proposed.
8. Location of terminals and stabling and access to stabling and workshops:
9. Type of road surface for the bus lanes and the rest of the road, making adequate provision for all types of fast moving and slow moving vehicles including cycles, cycle rickshaws.
10. Low Vs high platforms:
11. Availability of construction sites and alternative routes for traffic diversion during construction:
12. Construction time, disruption to other traffic during construction;
13. Platform level and gap and protection against side collision;
14. Fencing and drainage:
15. Inter-modal interchange facilities; and
16. Security Provisions

3.2 Amenities

To prepare the detailed planning and design for

1. Passenger information displays, Public address system
2. Toilets, drinking water, rest and waiting areas and protection from weather;



3. Facilities for physically challenged;
4. Seating and standing at bus shelters;
5. Lighting, fans etc. at bus stops;
6. Advertisements and kiosks;
7. Revenue collection i.e. Ticketing, Ticket checking, Cash handling;
8. Driver training and special instructions if any when on dedicated lanes: and
9. Mechanism for liaison with bus operator.
10. Passenger/Pedestrian Overhead Bridges

4. Preliminary Engineering Design

To prepare preliminary geometric design for the BRTS corridor covering horizontal as well as vertical profiles. The geometric design shall take care of the BRTS lanes, bus stops / terminals, intersections, slow moving traffic lanes, service lanes, street furniture and general corridor layout. The principles of traffic engineering shall be duly adhered to while designing to enable project costing:

4.1 Road Improvement Plans

1. To prepare land requirement plans, if any;
2. To identify unauthorized structures in the ROW which are required to be removed in coordination and collaboration with respective departments/authorities.
3. To recommend the type of pavement for bus lanes and rest of the road including general typical cross sections. Cross-sectional details for the entire stretch of BRTS corridor be furnished incorporating all the features such as foot paths, lane details for all types of traffic, dedicated corridor details, the location of barriers segregating BRTS lanes from other lanes, street light, road side drains etc. At each bus stop, a separate cross-section shall be developed showing passenger shelter, overhead passenger bridges, subway or any other feature that may be proposed. Cross-section is to be prepared for each such location wherever there is a change in features/dimension.
4. To show proposals for shifting of utility services wherever required and to work cost for the same in collaboration with respective department/ authority.
5. To identify plans for traffic and utility diversion as agreed by relevant agencies.
6. To propose Design for typical bus shelter, bus station for efficient processing of passengers.
7. To propose typical improvements and modifications in road and junction designs.
8. To identify the locations of foot over bridge/subway and to show Locations of escalator if proposed.
9. Typical Details road marking plan with lane marking zebra crossing, stop line etc.

4.2 Traffic engineering and management measures

1. To study existing traffic management in terms of one-way street measures, ban on certain traffic movements, regulation of goods traffic movement at certain timings, parking restriction, temporal/spatial restriction on specific modes and type of traffic control measures at all intersections. The traffic circulation in view of existing grade separators will be assessed to decide if the BRTS shall be going over the flyover or on the side:
2. To propose necessary traffic arrangement measures by way of restriction, regulation, banning, shifting & spreading awareness;
3. To specify traffic signal locations, along the corridor with the concept of giving priority to the BRTS system. The possibility of introduction of synchronized signaling and ITS application shall also be examined, proposed and recommended;
4. To prepare indicative plans for traffic signs and road-marking for the corridor;
5. To plan for non-bus traffic on the corridor, the slow moving traffic, goods traffic, on street parking and alternate parking facility, hawked activities, restrictions on turning movements for some vehicles and



6. To suggest traffic improvement measures along the feeder road network.
7. To show typical traffic diversion plans, as necessary, during construction and after implementation for the corridor including traffic management plan in the influence area of the corridor as may become necessary for smooth functioning of BRTS.

4.3 Standards and Guidelines

All activities related to fields studies, design and documentation shall generally be done as per the latest guidelines/circulars of relevant publications, international standard practices, such as; British and American standards may be adopted.

5. Operational Plan

To prepare an operation plan for the corridor; operation plan may include amongst others the following:-

5.1 Assessment of demand and number of buses required

1. To assess travel demand on the corridor and other modes through analysis of various data collected. The demand assessed shall include the existing bus passenger demand and likely shift from other modes due to introduction of the new system. The demand assessment should take into consideration expected benefits in terms of improved and faster speeds, comfortable journey and results of passengers' opinion survey;
2. To estimate fleet requirement meeting the travel demand if operating in a closed system. The fleet requirement shall be assessed for each corridor on the basis of system's carrying capacity, desired frequency of service during peak hours, total BRTS demand and the turnaround time for the vehicles. Consultant is also required to suggest the feeder buses network plan.
3. To frame proposal for parking of buses during idle hours.
4. To work and propose workshop for repair of buses, its location and area required unless the responsibility is transferred to Bus Operator as part of a concession agreement.

5.2 Bus Operation

1. Number of buses using the corridor including left and right turning movements at each junction;
2. Identification of Preferential signaling at intersections and waiting time for buses;
3. Assessment of existing traffic signal controllers for ITS implementation and suggesting appropriate measures to make the same compatible with BRT Operations.
4. Optimization of vehicular delays at all at-grade intersections and portions where BRT is proposed in mix traffic using recognize micro simulation techniques.
5. Locations where the buses will need to switch from centre to side lanes and the available length of weaving. Common usage of bridge / ramps at flyovers with normal traffic maybe required in some sections along alignment.
6. Adequacy of roadway for balanced traffic;
7. Adequacy of side footpaths to handle the expected number of commuters; 8. Provision of interchange facilities;
9. Measures for removal of buses in case of breakdown or emergency exit.
10. Meeting Emergencies i.e. emergency evacuation of passengers, dealing with disabled buses, firefighting, law and order, road accidents that may not involve buses;
11. Mechanism for overtaking;
12. Provision for Depot; if depot already exists then any up-gradation of existing facility may be proposed. This task to be eliminated if the responsibility is assigned to potential Concessionaire.
13. Provisioning of emergency bus bays and bus evacuation plan for breakdown vehicle.
14. The provision demand enhancement measures such as feeder services and fare integration with other modes and feeders.



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5.3 Passenger handling

1. Volume of passengers at various stops and need for Foot Over Bridges/escalators/subways, if any;
2. Number and location of Mid-section bus stops and additional traffic signals;
3. Roadside friction and land-use and means of reducing it.
4. Typical Measures to control pedestrians crossing the road everywhere;
5. Arrangements for security and safety, both for users of BRTS and for non-users as well.
6. Typical Provision of boarding & alighting facilities for passengers including physically challenged passengers and provision for crossing of pedestrians at selected intervals/locations.

5.4 Intelligent Transport System (ITS)

The Consultant shall study the implementing Intelligent Transport System on the project to make the system at par with the international standards of BRT System. The Consultant shall also formulate design and specifications for the telemetric, Communication Technology, automated fare collection mechanisms and Transit ITS for Operator, Customers and Vehicles. The consultant shall also work out detailed infrastructure and architecture required for Automated Vehicle Location System (AVLS) to be stationed at KMTCC, KMC/Mass transit Authority. The system shall be developed keeping in view its scalability and integration with BRT and MRT lines in future.

6. Cost Estimates

The cost estimates should be developed to the level of 70% accuracy as per the Current schedule of rates (CSR) for the items covered and market rates as for the items not covered in the CSR. Cost estimates should contain detailed specifications, detailed rate analysis with details of each item for the rates adopted with supporting three quotations for market rates and with data prepared thereon in arriving the said rates for each item for all the works including future requirements commensurate with details provided in the Preliminary Engineering design. The cost analysis shall be as per PWD format of analysis of rates/NHA rates. No lump sum provision in the estimate is admissible unless indispensable. Cost estimation of shifting/repair of other utilities like road drains, water pipes, house water supply service pipe, telephone cables, electricity cables & overhead lines, transformers etc. shall be based on the latest approved rates of respective authorities.

6.1 Potential of Property / Real Estate Development / Other Non-Fare Revenues

Consultant is required to assess the potential for property development at the Depot/Terminal sites as well as along the BRTS corridors and above the major bus stops. Additionally, the consultant shall also be required to explore possibilities of revenue generation from other Non-Fare sources such as advertising etc.

STAGE-II

7. Impact Assessment Study

The Advisory Consortium shall carry out detailed IEE. Following shall be the indicative tasks involved in IEE.

Task 1: Collect the relevant baseline data of the environmental information fronting the Study Areas as per Section 3 below that are directly affected by the Project for IEE study

Task 2: Implement field survey and collect primary data as necessary.

Task 3: Identification and Assessment

Task 4: Propose necessary mitigation measures based on the predicted impacts caused by the Project as Environmental Management Plan.

Task 5: Prepare preliminary Environmental Monitoring Plan for the project.

Task 6: Hold Stakeholder meeting for IEE.



Task 7: Prepare IEE report. Above IEE procedure and contents shall be conducted in accordance with the IEE regulations of the Government of Pakistan.

7.1 Social Impact Assessment of the Project

The consultant is required to carry out the social impact assessment study if needed. This would also address the mitigation plan, if any due to development of proposed facility. The Environmental and Social Impact assessment should follow the relevant guidelines and Standards.

7.2 Implementation /Institutional Framework

In view of the importance of Regulation and Management framework and to ensure successful execution of the BRTS corridor, its smooth operation, maintenance and financial management, the Consultant will review past proposals included in various studies and recommendations made from time to time and develop options for Institutional arrangements required to be adopted. The Consultant in close collaboration with the GOS and KMTCC, KMC will prepare at least two alternatives that will lead to Institutional reforms with the objective of ensuring sustainable management of the BRTS project specifically and Mass Transit Management of the City in general. While many recommendations are available in previous Mass Transit studies, the Models which have emerged for BRTS projects in other cities may be looked into. Of particular relevance will be to create an entity that is equipped with resources and the legal authority to manage BRTS projects in PPP mode.

7.3 Transaction Advisory (Phase-1)

The consultant shall undertake a financial feasibility study, which builds on the preparatory work / due-diligence conducted on the Project to date, and recommends optimal solution options / structures for the Project after careful review and in depth investigation of various solution options / structures. The first phase will essentially consist of transaction structuring. In this phase, various options with respect to the public and private sector co-operation will be investigated taking into consideration the views of the various stake holders and the particular dynamics and resource requirements. At the end of this phase, the Advisor will provide the Financial Model along with a Feasibility Study setting out the rationale and details on the best-suited options along with the recommended structure. The second phase will start after assessment of the report and the approval of the final transaction structure by the stakeholders. After requisite approvals are in place, the Advisor will assist KMTCC, KMC in marketing of the Project, and interfacing and coordinating with the potential investors. The second phase will also entail assisting KMTCC, KMC in preparing documentation for competitive bidding, arranging any pre-bid meetings, finalization of documentation, and bidding and closing of the Project. The Scope of Work includes:

1. Task 1: Kick-off/Preliminary Meeting:

The Advisor will conduct a kick-off meeting with KMTCC, KMC. The objective of this meeting will be to apprise KMTCC, KMC of the complete plan of activities proposed by the Advisor. Specifically this meeting will cover the following:

- Discussion on KMTCC, KMC's understanding of design concept and requirements for the Project
- Finalizing a timetable of activities / milestones going forward
- Review of the team organization and detailed functions of the team members
- Discussion and finalization of a communication strategy whereby all stakeholders will be regularly involved and consulted throughout the assignment.
- Any specific issue requiring immediate attention

Under no circumstances will the object be to re-define the scope of work committed in the Advisory Services Agreement.

Deliverables:

- Detailed methodology and time schedule for the said consultancy assignment



- A communication strategy
- Progress report to date
- A brief report on the Identification of key issues, if any; relevant from the investor cum operator's perspective and/or issues that might affect investor interest in the Project, which will also contain recommendations with respect to mitigation of investor concerns on such issues

2. Task 2: Review of Relevant Information

This stage is required for the Advisory Consortium to become familiar with all the similar facilities that have been set up in Pakistan and globally. The Advisory Consortium will also become acquainted with the expected scope of the project. During this stage the Advisory Consortium will be expected to liaise closely with the KMTCC, KMC and visit the site. The Advisory Consortium will conduct due diligence and collect information regarding the site and the project.

3. Task 3: Needs and Options Analysis

The Project is planned for implementation under Public Private Partnership (PPP) mode using Design, Build, Finance and Operate basis. Various options, with respect to the public and private sector participation are possible under any PPP initiative, which will be investigated in this section of the Assignment, taking into consideration the particular dynamics and resource requirements of the facility, to come up with the possible solutions / options under which partnership could be possible. The possible solutions / options will be further refined in view of the aspirations of the private parties, constraints and resources of the KMTCC, KMC. Views will be taken on the final few options from the different stakeholders involved before recommending the best suited structure for the Project implementation, which would be attractive to the private parties and fulfills the requirements of the Project.

Along with needs and options assessment, the Advisor will develop a detailed Financial Model for the Project for Value Assessment, based on the parameters / findings of the studies undertaken to date as well as input from the KMTCC, KMC. The Financial Models will be based on dynamic links, so as to cater to the full range of transaction structures and options, possible. The model will identify the underlying assumptions on which the future projections are based on, with integrated associations. The Financial Model will result in the assessment of the financial viability of the Project under different structures and options as well as identification of the key parameters / critical risk factors. The Financial Model will serve as an effective tool in analyzing the sustainability of the Project, on a stand-alone basis, and to assess the manner in which support would be required from the KMTCC, KMC.

Deliverable:

- Presentation of a report clearly identifying and evaluating the best-suited options along with the recommended structure;
- A report specifying the outputs required, minimum standards for the outputs and key indicators that will measure performance should be provided;
- An Excel based financial model, representing the full costs of delivering the project, as well as risks associated with the project according to the specified output via the preferred solution option.

The Financial Model must be robust and flexible enough to test various solution options. The model must instill integrity in the financial robustness of the Project by clearly demonstrating viability and affordability under the recommended transaction structure.

4. Task 4: Preparation of Feasibility Study:

The Advisory Consortium will be required to produce a Feasibility Study, which investigates the preferred implementation options, identifies a viable and finalizes transaction structure. The Feasibility Study must be approved by the KMTCC, KMC to determine:



- Full project cycle costs
- Affordability in terms of budget and consumer prices
- Service levels
- Risks and their costs

Deliverable:

- Complete Feasibility Study, inclusive of Financial Model reflecting optimal design parameters;

8. Transaction Advisory (Phase-2)

In Phase 2 of transaction advisory the consultant shall provide advisory Services for appropriate procurement of a qualified investor-cum-operator, reflective of the recommended structure. The following shall be activities and deliverable in this phase.

8.1 Task 1: Development of the Draft Agreement:

The Advisor should develop the draft of the Agreement for the implementation of the Project, based on Design, Built, Finance, Operate framework. Specific requirements of this particular Project and the recommended transaction structure and framework will be reflective in the provisions of the Draft Agreement. The Agreement should include the outputs required in terms of service delivery i.e. Service level standards, availability and assurance mechanism.

Deliverable:

- Draft Agreement to implement the Project
- Draft Service Level Agreement (SLA);
- Draft PPP agreement management plan.

8.2 Task 2: Marketing and Preparation of Information Memorandum (IM) / Project Prospectus (PP):

The advisor will be responsible for marketing of the project to a wide universe of investors. Costs related to marketing exercise including advertisements and travel costs other than advisory consortium member will be borne by KMTCC, KMC. All such costs would require prior approval of KMTCC, KMC. The IM/PP will be a comprehensive marketing document, intended to assist pre-qualified potential bidders in evaluating the investment opportunity and risks.

The IM/PP will contain concise information on the envisaged plan and timeline for the Project. It will highlight the opportunity and salient features of the Project as well as the Broad terms and conditions and draft transaction documents for the execution of the Project.

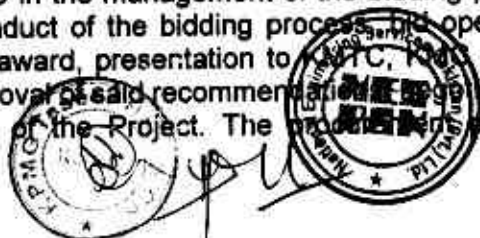
Deliverable:

- Information Memorandum highlighting the opportunity and the salient features of the Project as well as the broad terms and conditions and the draft transaction documents for the execution of the Project;

8.3 Task 3: Procurement Process:

Based on the chosen structure, competitive tendering process will have to be initiated to select the most appropriate private party, which could most effectively implement the Project, with the least assistance from KMTCC, KMC.

The process to be adopted will be transparent with clearly defined evaluation criteria and devised to encourage participation by the private sector. The Advisor will assist KMTCC, KMC in the management of the bidding process including, but not limited to, the conduct of the bidding process, opening and evaluation, recommendations on award, presentation to KMTCC, KMC or any other relevant forum for seeking approval of said recommendation and negotiations with successful bidder(s) and closing of the Project. The procurement process should be in



conformity with procurement guidelines issued by Sindh PPRA.

Deliverable:

- Bids evaluation and selection and appraisal/approval of Successful Bidder
- Consolidated report which includes Bids evaluation, selection/appraisal of Successful Bidder, Evaluation criteria, RFP including TORs & Bidding documents, final agreement and the process of selection

5.4 Task 4: Deal Closure and Signing of the Agreement

After selection and approval of successful bidder, negotiations will be entered into if required. The Advisory Consortium will:

- Assist KMTC, KMC in its negotiation with preferred bidders
- Update/Amend the PPP Agreement to reflect negotiated terms
- Assist in ensuring that all conditions precedent to signing of the contract are fulfilled and complete

On completion of the negotiations with the top-ranked party, all terms relating to the Project having been agreed upon between the KMTC, KMC and the selected party and formal procedures for deal closure will be initiated leading to the signing of the concession agreement with the selected party.

Deliverable:

- Deal closure and Signing of the Agreement;

Note: This is to clarify that Financial Closure is separate from the deliverable of Task 8.4 i.e. deal closure and signing of the concession agreement. Therefore, Financial Closure must be treated as a separate task to be undertaken after completion of Task 8.4.

Once the deal is closed and the contract is signed between KMTC, KMC and Private Party, the Advisory Consortium should make efforts to ensure that loan and other financing agreements are signed between the selected Private Party and Financiers. This should be done by developing a bankable structure for the project. Upon signing of loan and other financing agreements between the selected Private Party and Financiers, the project will achieve financial closure.

8.5 BID PROCESS MANAGEMENT:

The following steps shall be taken as part of this activity

8.6 PRE-QUALIFICATION OF IMPLEMENTATION ENTITIES

1. Prepare advertisement for Pre-Qualification of agencies to implement the project;
2. Prepare the Pre-Qualification/Expression of interest documents
3. Invite RFQ applications on behalf of KMTC, KMC
4. Organize a pre-bid conference with the bidders.
5. Process and evaluate the applications and short list suitable agencies/applicants; and
6. Recommend the short listed agencies/applicants to KMTC, KMC

8.7 PREPARATION OF DOCUMENTS:

1. Instructions to bidders including bid evaluation criteria and formats for bid submission;
2. Technical and Performance specifications;



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3. Agreement and Schedules
4. RFP including the concept drawings; and BOQs
5. Issue RFP documents to the short listed agencies
6. Information Memorandum
7. Project Brief

8.8 PRE-BID CONFERENCE:

1. Attend pre-bid conference to assist KMTCC, KMC/PPP in providing necessary clarifications;
2. Assess the results of pre-bid conference for operational, technical and risk issue and make recommendations.
3. Prepare the minutes of pre-bid conference including responses to the questions raised by short-listed agencies; and
4. Prepare addendum/corrigendum to the bid documents and issue the same to bidders.

8.9 EVALUATION OF BID PROPOSALS:

1. Assist the KMTCC, KMC/PPP in receiving & evaluating the bids (technical and financial); and
2. Make recommendations of the preferred bidder for award of contract.

8.10 NEGOTIATIONS / FINALIZATION OF AGREEMENT:

Assist the KMTCC, KMC/PPP in negotiating the financial bid with preferred bidders including providing legal expertise and finalizing the same with respect to scope of services, technical and performance specifications etc.

9. DELIVERABLES

9.1 Stage I: Part-A Preliminary Project Report

The Consultant shall submit preliminary proposals along with cost estimates for the project. The preliminary proposals shall include broad details of the identified corridors with all the basic features associated with projects including but not limited to inception report covering the site visit, reaffirmation of terms of reference and initial findings of reconnaissance survey.

9.2 Stage I: Part-B Preliminary Design and Engineering Report

1 Traffic and Topographic survey analysis report

1. Traffic survey results and findings
2. Transport demand for present and future and bus stop loads; and
3. Survey maps of the corridors

2 Operations and Conceptual Engineering Plan

1. Engineering feasibility report:
2. Passenger dispersal and integration facilities
3. Safety features, evacuation of passengers and meeting emergencies
4. Strip Plan of the corridors highlighting important features and engineering Works
5. Cross-sectional details of corridors showing all the features including passengers shelter, footpath, drains, traffic lanes etc.



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3 Detailed Project Report (Only to the extent of Preliminary Engineering Design)

1. Geometrical design drawings of alignment with necessary details
2. Engineering design of all features associated with the project.
3. Traffic and utility diversion plans
4. Land requirement plans, if any
5. Construction methods and commissioning schedule
6. Cost Estimates and BOQs
7. Capital and operation and maintenance cost estimates and revenue estimates
8. Financial Model and Economic and financial viability analysis
9. Approvals/Clearances required from various concerned authorities with associate documentations.

4 Drawings

The drawings containing proposals related to the assignment work shall be prepared to the level of Preliminary engineering design by the consultant and shall include, but, be, not limited to, the following:-

- Strip Plan of the corridor
- General Alignment drawings
- Junction designs
- Land acquisition plans
- Typical cross-section with details of pavement, lanes for various types of traffic including BRTS lanes, pedestrian walk-way, drains, trees street light poles, medians, separators for BRTS, bus shelters service Road, elevated road, flyover, foot over bridge, under pass, subway, escalator etc.

All drawings will be prepared in A2 size sheets in multi-color. The drawing shall also include the location of traffic safety features including traffic signals, signage, road markings, crash barriers delineator, and bus stops and parking areas etc.

9.3 STAGE-II

1. IMPACT ASSESSMENT REPORT

1. Detailed IEE report review
2. Alternative implementation strategies with recommendation
3. Plan for operation and maintenance of the corridor
4. R & R plan in line with ADB/WB requirements

9.4 STAGE-III

1. BID PROCESS MANAGEMENT AND TRANSACTION MARKETING

2. PRE-QUALIFICATION DOCUMENTS

1. Advertisement of pre-qualification
2. Pre-qualification/expression of interest documents
3. Evaluation report on the RFQ applications with recommendations

3. PRE-QUALIFICATION DOCUMENTS

1. Instructions to bidders including bid evaluation criteria;
2. Technical and Performance specifications
3. Tender including concept drawings
4. Conditions and Contracts; and
5. Agreement and Schedules



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4. PRE-BID CONFERENCE

1. Minutes/Assessment of operational, technical and risk issues with recommendations;
2. Addendum/corrigendum to the bid documents for issue the bidders.

5. REPORT ON EVALUATION OF BID PROPOSAL

1. Evaluation of technical and financial bid with recommendations;

6. NEGOTIATIONS/FINALIZATION OF AGREEMENT

Final agreement and award letter.

7. FINANCIAL CLOSE

Signing of Loan and Other Financing Agreements between the selected Private Party and Financiers



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**Schedule B
Assignment Team**

	Name	Designation	Organization	Email
A	Financial Team			
	Key Staff			
1.	Adnan Rizvi	Project Leader/Financial Expert	KPMG	adnanrizvi@kpmg.com
2.	Michele Connolly	International PPP and Transaction structuring expert	KPMG Ireland	
3.	Ali Asgher	Transaction Manager/Financial Modelling	KPMG	aliasgher@kpmg.com
	Support Staff			
4.	Shahryar Rahman	Financial Team Member	KPMG	shahryarrahman@kpmg.com
5.	Nitasha Zafar	Financial Team Member	KPMG	nitashazaffar@kpmg.com
B	Technical Team			
	Key Staff			
1.	Sajjad Anwar Khan	Technical Expert – I (Civil Engineer)	NESPAK	sajjadanwarone@gmail.com
2.	Abdul Basit Sheikh	Technical Expert – II (Transportation Engineer)	NESPAK	rbnh.nespak@gmail.com
3.	Abdul Basit	Technical Expert – III (Bridge Engineer)	NESPAK	rbnh.nespak@gmail.com
4.	Irfan-ul-Haq	Technical Expert – IV (Environment Engineer)	NESPAK	rbnh.nespak@gmail.com
	Support Staff			
1.	Rehan Zamin	Traffic Engineer	NESPAK	rehanzamin@gmail.com
2.	Arshad Hussain Malik	Traffic Engineer	NESPAK	rbnh.nespak@gmail.com
3.	Sadaf Fatima Qaiser	Road Design Engineer	NESPAK	rbnh.nespak@gmail.com
4.	Nighat Fatima	Str. Design Engineer	NESPAK	rbnh.nespak@gmail.com
5.	Syed Nasir Jamal Raza	Chief Contracts & Quality Assurance	NESPAK	rbnh.nespak@gmail.com
6.	Ather Ali Khan	Contracts & Quality Assurance Engineer	NESPAK	rbnh.nespak@gmail.com
7.	Ethesham ul Haq	Utilities / Resettlement Engineer	NESPAK	rbnh.nespak@gmail.com
8.	Sanober Zubair	Environmental Engineer	NESPAK	rbnh.nespak@gmail.com
9.	Imran .A. Khan	Chief Architect	NESPAK	rbnh.nespak@gmail.com
10.	Sitwat-ul- Saeed	Senior Architect	NESPAK	rbnh.nespak@gmail.com
11.	Rabia Bolani	Chief Electrical & IT	NESPAK	rbnh.nespak@gmail.com
12.	Intekhab Alam	Senior Electrical Engineer	NESPAK	rbnh.nespak@gmail.com
	Yaman Ahmed	Electrical Engineer	NESPAK	rbnh.nespak@gmail.com
	Atif Naveed		NESPAK	rbnh.nespak@gmail.com



C Legal Team

Key Staff

- | | | | | |
|----|---------------------|----------------|-----|------------------------------|
| 1. | Mr. Irfan Tayebaly | Senior Partner | MTC | Irfan.tayebaly@mtclaw.com.pk |
| 2. | Mr. Umair R. Vadria | Partner | MTC | Umair.vadria@mtclaw.com.pk |

Support Staff

- | | | | | |
|----|---------------------|------------------|-----|------------------------------|
| 1. | Mr. Arshad Tayebaly | Senior Partner | MTC | Arshad.tayebaly@mtclaw.com.p |
| 2. | Mr. Shahzad Ashraf | Partner | MTC | Shahzad.ashraf@mtclaw.com.pl |
| 3. | Ms. Vaseeq Khalid | Senior Associate | MTC | Vaseeq.khalid@mtclaw.com.pk |
| 4. | Mr. Arsalan Tariq | Associate | MTC | Arsalan.tariq@mtclaw.com.pk |
| 5. | Mr. Mikael Rahim | Associate | MTC | Mikael.rahim@mtclaw.com.pk |

The above listed professionals may enlist/ engage other professionals and staff from within the Consortium or outside. The name and credentials of such persons shall be made available to the Client as soon as reasonably practicable so that appropriate access authorisation of such personnel is arranged.

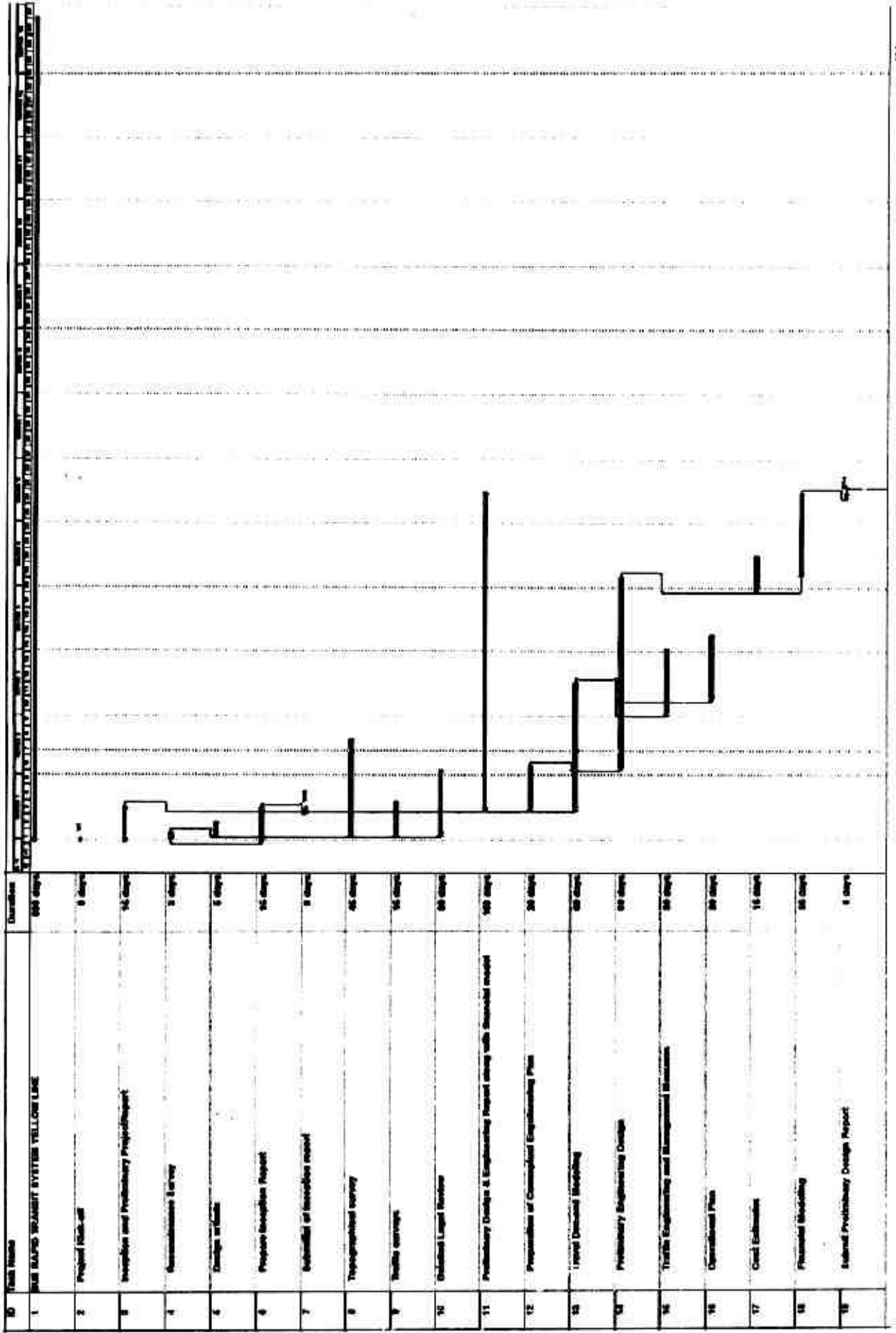
The engagement will be carried out under the overall supervision of the Lead Advisor, who will be the Engagement Partner for the project.

The principal Client contact for this engagement will be the Lead Advisor, who has been given overall liability and responsibility for the performance of the obligations under this Agreement and coordinating with the Other Consortium members in the performance of their services.



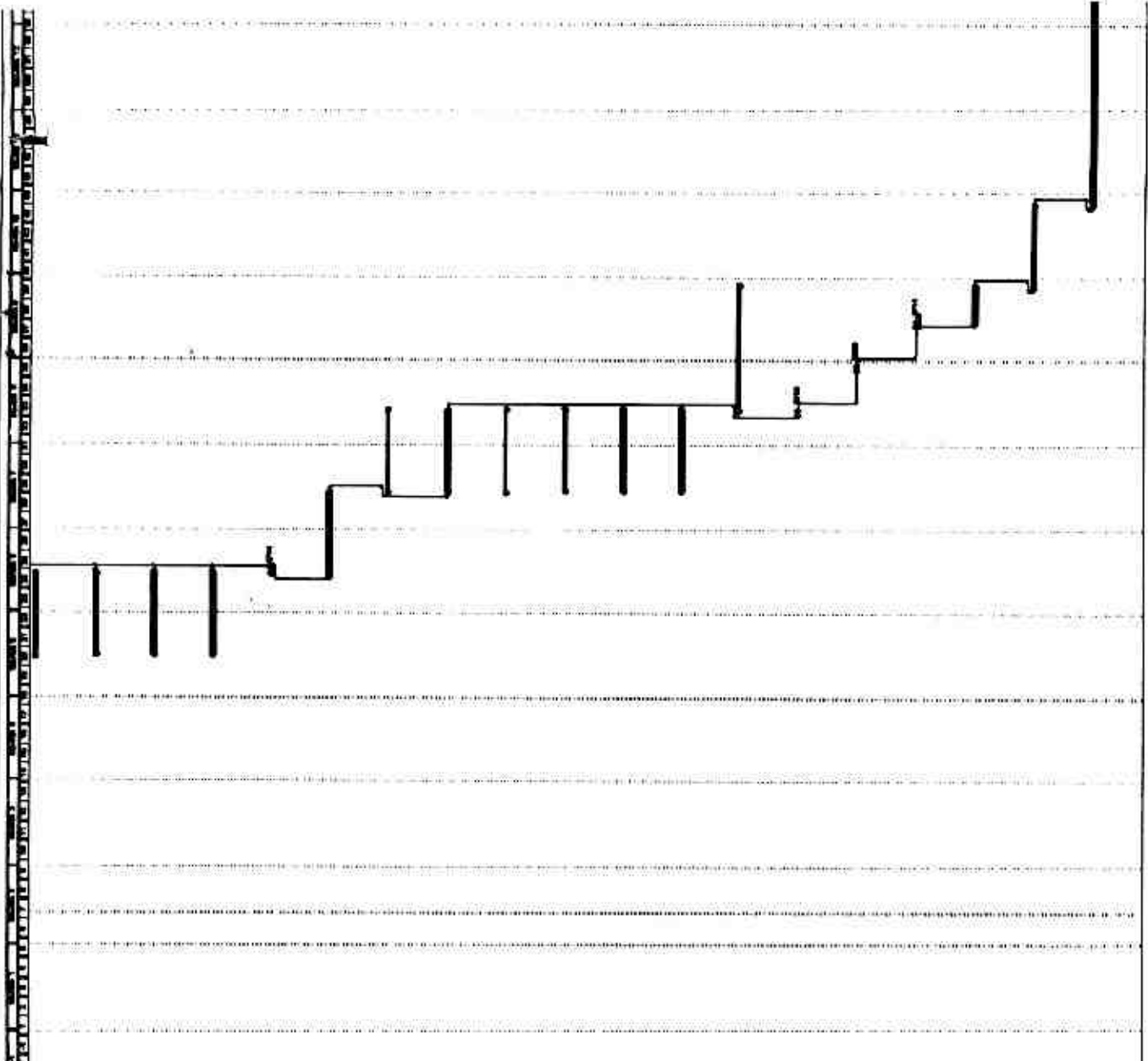
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Schedule C Time Plan and Reporting Schedule



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ID	Task Name	Duration
20	Input assessment report along with other reports	30 days
21	EEI (Social Impact Assessment)	30 days
22	Implementation / Institutional Framework	30 days
23	Preparation of Feasibility Report	30 days
24	Report Submission	8 days
25	Approval of Feasibility Report By Authorities	30 days
26	Bid Process Management and Tender Document Issuing	30 days
27	Prequalification Process	30 days
28	Preparation of Tender Documents for Prequalified Bidders	30 days
29	Preparation of Bid Documents	30 days
30	Preparation of Technical Specifications	30 days
31	Preparation of other specifications	30 days
32	Tender Present	04 days
33	Submission of Tender Documents to the Prequalified Bidders	9 days
34	Final Bid Collection	8 days
35	Submission of Tender Documents by the Bidders	9 days
36	Evaluation and Report Submission	15 days
37	Signing of Contract	30 days
38	Financial Close of the Project	30 days



**Schedule D
Deliverables Schedule**

STAGE	OUTPUT	WORK DAYS
Stage-I Part A	Inception and Preliminary Project Report	15
Stage-I Part-B	Field Surveys (Topographic and Traffic Surveys)	45
Stage-I Part-C	Preliminary Design & Engineering Report (Final) along with Financial Model (Detailed Legal Review, Travel Demand Modeling, Operational and Conceptual Design, Preliminary Engineering Design, Engineering Cost Estimates, Financial Model)	105
Stage-II	Impact assessment report along with other reports – to be done concurrently with Stage-I Part C	30
	Approval of Complete Feasibility by relevant authorities ²	30
Stage-III	Bid documents including RFP, Draft Agreements, Package Concessions, Bid Invitations, Bid Preparation, Submittal and Bid Evaluation, etc.	75
Stage-III	Issuance of Lol	30
Stage-III	Signing of Concession	30
Stage-III	Financial Close Of the Project	90



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Schedule E
Terms Of Reference

NOT USED

The following terms of business apply to engagements accepted by the Lead Advisor. Subject to the Agreement, all work carried out is subject to these terms except to the extent that changes are expressly agreed between all Parties in writing. Nothing in any proposal or correspondence is intended to create a legal partnership between the Lead Advisor and Client as defined by the Partnership Act, 1932 or otherwise.

Standard of Performance

The Lead Advisor will perform the services under the Agreement using reasonable skill and care in accordance with the applicable professional standards.

Independent Consultant; Certain Client Representations and Obligations

The Lead Advisor will provide the service



**Schedule F
Fee Schedule**

S. No.	Stage	Activity and Milestone	Milestone	PKR:
1	Stage-I, Part-A	Inception and Preliminary Project Report	5%	1,550,000
2	Stage-I, Part-B	Field Surveys (Topographic and Traffic Surveys)	7.5%	2,325,000
3	Stage-I, Part-C	Detailed Legal Review, Travel Demand Modeling, Operational and Conceptual Design, Preliminary Engineering Design, Engineering Cost Estimates, Financial Model & Feasibility Report	7.5%	2,325,000
4	Stage-II	Impact Assessment Report along with other Reports - to be done concurrently with Stage-I, Part-C	5%	1,550,000
5	Stage-II	Approval of Complete Feasibility by relevant authorities	15%	4,650,000
6	Stage-III	Bid documents including RFP, Draft Agreements, Package Concessions, Bid Invitations, Bid Submittal and Bid Evaluation, etc.	15%	4,650,000
7	Stage-III	Issuance of Lol	10%	3,100,000
8	Stage-III	Signing of Concession	15%	4,650,000
9	Stage-III	Financial Close Of the Project	20%	6,200,000
TOTAL			100%	31,000,000



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Bid Evaluation Report

1. Name of Procuring Agency: Karachi Mass Transit Cell., Karachi Metropolitan Corporation
2. Tender Reference No:
3. Tender Description/Name of work/item: Consultancy Services for Yellow Line Bus rapid Transit system Project.
4. Method of Procurement: Quality and Cost Base Selection (QCBS)
5. Tender Published: Express, 12th August, 2012, Jang, SPPRA Website 31st July, 2012
6. Total Bid documents Sold; 8
7. Total Bids Received: 6
8. Technical Bid Opening date: (if applicable) 21st November, 2012
9. No. of Bid technically qualified (if applicable): 4
10. Bid(s) Rejected: 2
11. Financial Bid Opening date: 8th January, 2013

12. Bid Evaluation Report:

Technical Score Raw

M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	80.4	Qualified
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	82.4	Qualified
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	80.4	Qualified
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	80.4	Qualified
M/S Deloitte Touche Tohmatsu Limited, UK submitted through local representatives M/S Yousuf Saleem & Co. M/S Mandiwalla & Zafar & M/S Osmani	71.9	Not-Qualified
M/s Exponent Engineers (Pvt.) Ltd JV M/s ECIL, M/s PAKOR, M/S JASB & M/s CIMB	66.3	Not-Qualified

Financial Score

Consortium Under Consideration	Fee Quoted	Financial Score Raw
M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	84,000,000	36.90
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	42,705,500	72.59
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	120,466,165	25.73
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	31,000,000	100.00

Lowest Bid

31,000,000

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Final Score

M/S Ernst & Young Consortium JV with AA Associates and Haider Mota & Co.	71.70
M/S UBL Consortium JV with EA Consulting and RIAA LAW Firm	80.44
M/S ALG Consortium JV with SWEDE-TECH Int. and Vellani & Vellani Advocates and Legal Consultants	69.47
KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	84.32



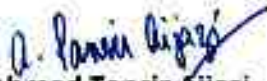
Engr. Ghulam Rasool
Director (Tech.)
KMTCC, KMC



Khalid Mehmood Shiekh
Director (PPP Unit)
Finance Dept., GOS



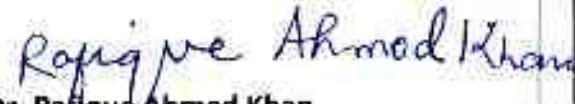
Sikandar Ali
Asst. Chief, P&D Dept.
Govt. of Sindh



Ahmed Tansir Aijazi
Asstt. Director, PPP Unit
Finance Dept., GOS



Syed Bilal Hassan
Asstt. Director, PPP Unit
Finance Dept., GOS



Dr. Rafique Ahmed Khan
Member (Civil Society)



Engr. Abdul Rasheel Mughal
Director General
KMTCC, KMC
Chairman

Subject: Fwd: FW: BRTS Bid evaluation report
From: Syed Bilal <syedbilalhassan7@gmail.com>
Date: 1/21/2013 3:44 PM
To: tenders@pprasindh.gov.pk

Sent from my Galaxy S III

----- Forwarded message -----

From: "A.Tansir Ajjazi" <tansirajazi@hotmail.com>
Date: Jan 21, 2013 3:21 PM
Subject: FW: BRTS Bid evaluation report
To: "syedbilalhassan7@gmail.com" <syedbilalhassan7@gmail.com>
Cc:

SECRETARY
5795
21/1/13
MCR

Date: Mon, 21 Jan 2013 15:19:00 +0500
Subject: BRTS Bid evaluation report
From: taha006@gmail.com
To: tansirajazi@hotmail.com

Regards

Taha Noman Khan

Investment Accounting & Settlement Analyst | Fund Management House | Finance Department | Government of Sindh | 7th Floor | Sindh Secretariat No. 6 (New Building) | Shahrah-e-Kamal Ataturk | Karachi | Pakistan
| Office: +92-21-99203522, +92-21-34221775 | Mobile: +92-300-241-3743 | Email: taha006@gmail.com

Attachments:

BRTS Bid Evaluation0001.pdf

890 KB

Bid Evaluation Report

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2. Tender Reference No:
3. Tender Description/Name of work/item: Consultancy Services for Yellow Line Bus rapid Transit system Project.
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KPMG Consortium JV NESPAK and MOHSIN TAYEBALI & Co.	80.4	Qualified
M/S Deloitte Touche Tohmatsu Limited, UK submitted through local representatives M/S Yousuf Saleem & Co. M/S Mandiwalla & Zafar & M/S Osmani	71.9	Not-Qualified
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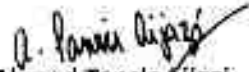
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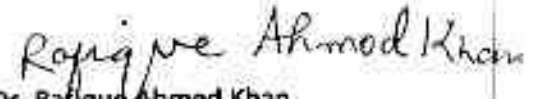
Sikandar Ali
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Finance Dept., GOS



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Member (Civil Society)



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Director General
KMTCC, KMC
Chairman