



KARACHI WATER & SEWERAGE BOARD
OFFICE OF THE PROJECT DIRECTOR (K-IV PROJECT)

Block "C", 9th Mile Karsaz Sharea Faisal Karachi
Tel. No. 99245160, Fax No: 99245121

KWSB/PD-/K-IV/2018/1359
Dated: **May 25, 2018**

To,

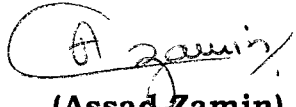
The Director (CB)
Sindh Public Procurement Regulatory Authority (SPPRA)
Government of Sindh
Karachi

SUBJECT: HOISTING OF BIDDING DOCUMENTS i.e. REQUEST FOR PROPOSAL (RFP) & ADVERTISEMENT FOR 50MWs POWER PLANT FOR K-IV(PHASE - 1) PROJECT.

Please find enclosed herewith a hard copy and softcopy (CD) containing below given documents:

- i. NIT
- ii. Advertisement copy
- iii. Notification of Consultant Selection Committee
- iv. Bidding Documents i.e. Request for Proposal (RFP) and Draft Consultancy Agreement
- v. Procurement Plan for PPP projects of Local Government Department
- vi. PPP Policy Board approval for subject project

2. It is hereby requested to kindly hoist/upload above documents on SPPRA website for captioned subject at your earliest.


(Assad Zamin)
Project Director
K-IV Project, KW&SB

Copy forwarded for information to:

1. The Secretary, Local Government Department, Government of Sindh
2. Director General, PPP Unit, Finance Department, Government of Sindh

SPPRA INWARD DIARY
NO : 9363
DATED : 28-05-2018



GOVERNMENT OF SINDH
KARACHI WATER & SEWERAGE BOARD
REQUEST FOR PROPOSAL OF
TRANSACTION ADVISORY SERVICES



50 MW Power Plant for K-IV Phase I

The Assignment

The Local Government Department, Government of Sindh, invites proposals from reputable and experienced firm(s)/consortia to prepare a detailed Feasibility Report along-with Transaction Advisory Services for 50 MW Power Project for K-IV Phase I.

Keeping in view the water shortages in Karachi, Local Government department has been developing Phase 1 of Greater Karachi Bulk Water Project (K-IV Project) in collaboration with the federal government to augment the city's daily water supply. The project is designed to provide 650 million gallons of water daily to Karachi in three phases. For Phase 1, dedicated power supply of 50 MWs for pumping stations (1 & 2) is required for smooth operations of the project. The project is expected to provide uninterrupted power of at least 50 MWs with adequate back up supply from local distribution company (HESCO). The Local Government Department has conceived 50 MW Power Project for K-IV Phase I under public private partnership (PPP) mode Further details are provided in the Request for Proposal (RFP).

Brief Scope of Work

The detailed scope of work for the transaction advisor to develop the project is provided in the RFP. However, briefly, the Transaction Advisor/ Consulting Firm(s) shall be expected to perform following tasks:

- Conduct Technical Feasibility of the proposed project.
- Conduct Detailed Legal, and Regulatory Study, PPP options analysis and provide Transaction Advisory Services in respect of the project.
- Assist Local Government Department in marketing the project to the interested mix of investors, and administering the bidding process for implementation of the project till achieving Financial Closure.

Eligibility: Registration with Sindh Revenue Board (SRB), relevant tax authorities. Further eligibility is mentioned in the RFP document.

Submission of Proposals: In a sealed envelop as mentioned in the RFP.

Bid Security: 1% of bid price

Response Time: From issuance of bidding documents to 21st June 2018.

Pre-Bid Meeting: 11:00 a.m 4th June, 2018 at Committee Room of Local Government Department, Ground Floor, Tughlaq House, Sindh Secretariat, Karachi

Bid Submission Deadline: 22nd June, 2018 at 11:00 a.m.

Bid Opening: Proposals would be opened on 22nd June, 2018 at 11:30 a.m.

Bid Submission and Opening Address: Secretary, Local Government, Ground Floor, Tughlaq House, Sindh Secretariat, Karachi

Bidding Documents: The RFP document shall be available to download (free of cost) on the below mentioned websites:

www.pprasindh.gov.pk and www.pppunitsindh.gov.pk

Late proposals shall be rejected.

For Further Information

Mr. Mir Yahyah Ismail
Director, Finance PPP Unit
Sindh, Hyderabad
(7th Floor, AK Lodhi Building, Sindh Secretariat Hyderabad)
Phone: 022- 99 222187
Email: d.agrimarketing@gmail.com

ANNUAL PROCUREMENT PLAN (FOR PPP PROJECTS)

(Local Government Department)

Financial Year 2017-18

Sr. No	Description of Procurement	Quantity (where applicable)	Estimated unit cost (where applicable)	Estimated total cost	Funds allocated	Source of funds (ADP/Non ADP)	Proposed procurement method	Timing of procurements				Remarks
								1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
1	Consultant Solicitation for 50 MWs Power Plant for K-IV Phase 1 Project	-	-	-	-	Project Development Fund (PDF)	NCB, Quality Cost Based Selection	-	-	-	-	In 2nd quarter, it is expected that the process for Consultant solicitation shall commence.
2	Investor/Developer Solicitation for Malir Expressway Project	-	-	-	-	Viability Gap Fund (VGF)	ICB, Two Stage Bidding Procedure	-	-	-	-	In 1st quarter, the procurement process for investor solicitation has commenced.
3	Investor/Developer Solicitation for Safari Park Karachi Project	-	-	-	-	Viability Gap Fund (VGF)	ICB, Single Stage Bidding Procedure	-	-	-	-	In 2nd quarter, it is expected that the process for investor solicitation shall commence.
4	Consultant Solicitation for Rani Bagh, Hyderabad Project	-	-	-	-	Project Development Fund (PDF)	ICB, Single Stage Bidding Procedure	-	-	-	-	In 3rd quarter, it is expected that the process for Consultant solicitation shall commence.



Karachi, dated the 30th April 2018

NOTIFICATION

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

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

Terms of Reference:

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

MUHAMMAD RAMZAN AWAN
SECRETARY LOCAL GOVERNMENT

No. LG/DIR/PM&EC/AD-II/117(133-Misc)/2018/2226 Karachi dated 30th April 2018

A copy is forwarded for information to:

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

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



NO.SO(C-II)/CMS/AD/12-02/2018
CHIEF MINISTER'S SECRETARIAT, SINDH
KARACHI
Karachi, dated 13 May, 2018

"SAY NO TO CORRUPTION"

To,

The Secretary,
Finance Department,
Government of Sindh,
Karachi.

SUBJECT: **MINUTES OF 25TH MEETING OF PUBLIC PRIVATE PARTNERSHIP (PPP)
POLICY BOARD.**

I am directed to refer to your letter No. FD/PPPUNIT/PB-25 dated 27.04.2018 on the subject noted above and to forward herewith a Note for Chief Minister, Sindh dated 08.05.2018 (in original) alongwith draft minutes of 25th meeting of Public Private Partnership (PPP) Policy Board duly approved by Honourable Chief Minister, Sindh.

2. It is requested to kindly take further necessary action as per rules / policy.

(ASHFAQ AHMED MALIK)
Section Officer (Coord-II)

CC to:-

PS to Principal Secretary to Chief Minister, Sindh Karachi.

of providing security for loan. In response, the DG PPP Unit informed that no collateral from GoS is required for securing the commercial loan for the project.

- ii. The project will bring 'Themed amusement park' of international standards for population of Karachi and Sindh which will be developed, operated and maintained by industry expert from private sector.
- iii. The loss making component i.e. Safari Park will also be managed by private partner by subsidizing from profits of Theme Park. As a result, GoS does not need to subsidize the Safari Park component during the operational phase.
- iv. Subordinated loan extended by GoS will be notionally recovered within three years in the shape of saving of KMC's existing annual budget of PKR 300 to 400 million. In the long run, GoS may deploy these allocated funds in another socially and/or economically viable projects.
- v. At 3% revenue sharing, expected amount of GoS revenue share over concession period is PKR 3.7 billion including repayment of subordinated loan in 13 years.
- vi. At the end of the concession period, all the project assets will be handed over to the GoS free of cost having a current value of almost PKR 8 billion.

Decision:

The PPP Policy Board approved the 'Karachi Theme & Safari Park' project for private partner solicitation under PPP mode based on the review of the proposal by Technical Committee and its suggested transaction structure and terms. Thorough evaluation of the project and its legal & financial aspects will be rationalized at the bidding stage.

AGENDA NO. 5 – 50MW POWER STATION FOR K-IV PROJECT– APPROVAL FOR PDF FUNDING AND INVESTOR SOLICITATION

15. The DG PPP Unit briefed that the Energy Department, Government of Sindh got approved Summary (dated 17th January, 2018) for 50MWs power plant for Greater Karachi Bulk Water Supply (K-IV) project Phase-I be established in PPP mode at Pumping Station No. 1 and 2 near Kheenjhar Lake. The Minister and Secretary, Local Government remarked that K-IV project phase-I envisages bringing about 260 million gallons per day (MGD) of water to the Karachi city. This project requires about 50 MWs of power to meet its energy needs.

16. The DG PPP Unit requested PPP Policy Board to accord approval for PDF funding and subsequent investor solicitation for the Project. He also mentioned that an Asian Development Bank (ADB) funding may also be available for consultant engagement going forward.

Decision: The PPP Policy Board approved the PDF funding for engagement of consultants for feasibility study & transaction advisory and subsequent investor solicitation for the 50MW Power Project.

AGENDA NO. 6 – EDUCATION MANAGEMENT ORGANIZATION (EMO) ISLAMKOT SCHOOLS PROJECT – APPROVAL FOR PRIVATE PARTNER SOLICITATION

REQUEST FOR PROPOSAL

Consultancy & Transaction Advisory Services for Installation of 50MWs Power Plant for K-IV Project
Phase-1

INSTRUCTIONS TO CONSULTANTS



LOCAL GOVERNMENT DEPARTMENT
GOVERNMENT OF SINDH

IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake feasibility study & provide transaction advisory services. This Request for Proposal is being issued by the Local Government Department, Government of Sindh solely for use by Consultants in considering the Project.

Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.

The evaluation criteria were determined by Local Government Department, Government of Sindh. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the Request for Proposal by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Request for Proposal does not constitute a solicitation for transaction advisory, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Local Government Department, Government of Sindh reserves its right, in its full discretion, to modify the Request for Proposal and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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1. INVITATION LETTER

Dear Sir/Madam,

Sub: Feasibility Study and Transaction Advisory Services for 50 MWs Power Plant for K-IV Project Phase-1

The Local Government *Department*, Government of Sindh (the “**Procuring Agency**”), invites “Technical and Financial proposals” for Feasibility Study and Transaction Advisory Services to implement the **50 MWs Power Plant for K-IV Project Phase-1** under Public Private Partnership mode (the **Assignment**), from prospective firms/consortiums.

2. A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

3. Consultants are encouraged to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries is reimbursable.

4. A firm/consortium will be selected under Quality and Cost Based Selection (QCBS) method described in this RFP, in accordance with the Sindh Public Procurement Rules, 2010 (amended from time to time). The participants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the Procuring Agency and the rules governing this relationship.

5. The RFP includes the following documents:

- Section 1: Letter of Invitation
- Section 2: Instructions to Consultants (including Data Sheet)
- Section 3: Technical Proposal - Standard Forms
- Section 4: Financial Proposal - Standard Forms
- Section 5: Terms of Reference
- Section 6: Evaluation Criteria and Scoring System
- Section 7: Integrity Pact
- Section 8: Affidavit
- Appendix-A: Draft Consultancy Services Contract

Yours sincerely,

Karachi Water & Sewerage Board (KWSB)
Local Government Department
Government of Sindh

2. INSTRUCTIONS TO CONSULTANTS

2.1 Definition

All capitalized terms, not defined herein, shall have the meaning set forth in the Contract.

Bid(s)	Any and all proposals and bids submitted by the Consultants as a response to this RFP that are prepared and submitted in accordance with this RFP and are in compliance of the same.
Bid Price	The consultancy fee for the transaction advisory services quoted by the Consultant in its Financial Bid
Bid Security	The security deposit that a Consultant must provide, in the form of a pay order issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agency.
Consortium	means an association of not more than five (5) members.
Contract	means consultancy services contract to be executed between selected Consultant and Procuring Agency.
Consultant	means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies and non-governmental organizations.
Consultant Selection Committee	The Consultant Selection Committee notified by the Procuring Agency pursuant to SPPRA rules to undertake procurement process to hire Consultants for the Project.
Data Sheet	means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
Day	means calendar day including holiday.
Financial Close	means the stage where all loan agreements are executed with the lenders and equity is arranged by the special purpose vehicle / company (SPV) of the private party (successful bidder for implementation of the project). The complete funding required to implement the project is arranged at financial close with fully satisfaction of conditions of a financing agreement for loan disbursement.

Government	means the Government of Sindh.
Instructions to Consultants	(Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
Key Professional Staff	means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System given in Section 6-B (2).
LOI	(Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
Performance Security	The security deposit that a Consultant must provide, in the form of a pay order or demand draft or bank guarantee issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS.
Procuring Agency	means the Local Government Department with which the selected Consultant signs the Contract for the Assignment.
Proposal	means the Technical Proposal and the Financial Proposal.
Proposal Deadline	The deadline for the Consultants to submit their Proposal as given in the Data Sheet
Request for Proposal / RFP	means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
SPPRA	Sindh Public Procurement Regulatory Authority
Terms of Reference	(TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.
Transaction Advisory	means project structuring based on a feasibility study.
Transaction Procurement	means preparation of bidding documents (request for qualification/request for proposal and contract) and assist the client in overseeing the bidding process including bid evaluation and related facilitation

2.2 Introduction

- 2.2.1 The Procuring Agency named in the Data Sheet will select a Consultant in accordance with the method of selection specified in the Data Sheet.
- 2.2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.2.3 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.

- 2.2.4 The Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with Sindh Public Procurement Rules, 2010 (amended from time to time).
- 2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.
- 2.2.6 If a Consultant is qualified/selected on the strength of experience of a foreign company, requisite Key Professional Staff from that foreign company shall be fielded along with other Consortium members.
- 2.2.7 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

2.3 Timetable

The estimated timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	28 th May 2018
Clarifications / Comments Request Deadline	1 st June 2018
Pre-Bid Conference	4 th June 2018
Response to Questions Document Issuance	7 th June 2018
Bids Submission Deadline	22 nd June 2018
Technical Bids Opening	22 nd June 2018
Financial Bid Opening	29 th June 2018
Announcement of Preferred Bidder	3 rd July 2018
Letter of Award	6 th July 2018
Execution of Consultancy Services Agreement	10 th July 2018

2.4 Conflict of Interest

- 2.4.1 The Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency's interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. The Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its contract.
- 2.4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. A Consultant that has been engaged by the Procuring Agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.
- ii. A Consultant (including its Consortium members) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- iii. A Consultant (including its Consortium members) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved.

2.5 Conflicting Relationships

Government officials and civil servants may be hired as Consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

2.6 Fraud and Corruption

2.6.1 It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, "The Procuring Agency can inter-alia blacklist bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA, provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

2.7 Integrity Pact

Pursuant to Rule 89 of SPPR 2010, Consultant undertakes to submit a duly signed Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (Section 7).

2.8 Only one Proposal

Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, such Proposal(s) shall be disqualified. Participation of the same Consultant, including individual experts, to more than one Proposal is not allowed.

2.9 Proposal Validity

- i. The Data Sheet indicates Proposals validity period. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- ii. The Consultants shall submit required Bid Security, along with financial proposal defined in the Data Sheet. Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Consultant shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Client. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 Clarification and Amendment in RFP Documents

- i. The Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of Proposal. The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- ii. At any time before the submission of Bid(s), the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants (or uploaded on procuring agency website) and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals in accordance with SPP Rules 2010 and regulations issued by SPPRA in this regard.

2.11 Preparation of Proposals

- i. In preparing their Proposal, the Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of the Bid.
- ii. The Bids shall be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal

Cover 2: Financial Proposal

2.12 Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

2.13 Technical Proposal Format and Content

While preparing the Technical Proposal, the Consultants must give particular attention to the following:

- i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- ii. The proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.
- iii. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the Consultant organization and an outline of recent experience on assignments (Form Tech-2) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Procuring Agency (Form Tech-3).
- iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).
- iv. The list of the proposed Key Professional Staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).
- v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal (Form Tech-6). Key information should include number of years of relevant experience and degree of responsibility held in various assignments.
- vi. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form Tech-7 and Form Tech-8).
- vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

2.14 Financial Proposals

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.15 Taxes

The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of Contract agreement unless exempted by relevant tax authority.

2.16 Submission, Receipt, and Opening of Proposals

- 2.16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant).
- 2.16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies). Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as "ORIGINAL" and "COPY", as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as "**TECHNICAL PROPOSAL**" and the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**". The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked: "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE**". Any Consultant who submits or participates in more than one Bid will be disqualified.
- 2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any Proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or Procuring Agency's internal dispatch workings, Consultants should ensure that Proposals to be sent through couriers should reach a day before the deadline for submission.

2.17 Bid Security

- 2.17.1 A Bid submitted by each Consultant must be accompanied by a Bid Security in an amount equal to one (1%) percent of the Bid Price, in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. The Bid Security must be in a form and substance as attached hereto as Appendix A.
- 2.17.2 The Bid Security submitted by the unsuccessful Consultants shall be released to the unsuccessful Consultants upon signing of the Contract.
- 2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPPRA rules or other than in the required form by this RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.
- 2.17.4 The Bid Security (or the Performance Security as the case may be) may be encashed by the GoS in the following circumstances:
- a. In the case of a successful Consultant, if it fails within the specified times to:
 - comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
 - furnish the necessary Performance Security when required;

- sign the Consultancy Services Contract;
 - achieve all the conditions precedents agreed in the signed Consultancy Services Contract.
- b. In case the Bid Security expires prior to the date falling ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline;
 - c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Services Contract; and / or
 - d. Consultant withdraws its Bid during the Bid Validity Period;

2.18 Basic Eligibility Criteria

- 2.18.1 Registration with Sindh Revenue Board and/or any other relevant tax authority (In case of Consortium, every consortium member firm should provide).
- 2.18.2 Registration with Pakistan Engineering Council (PEC) (In case of Consortium, the PEC registration of civil engineering consulting firm/member of consortium).
- 2.18.3 The Consultant is not black listed by any Procuring Agency / GoS. A fresh affidavit from Consultant shall be signed and submitted with Technical Proposal (In case of consortium, every Consortium member firm should provide) (**section 8**)
- 2.18.4 For a Consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff and at least two (2) Key Professional Staff of Lead member firm of Consortium.
- 2.18.5 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.27.
- 2.18.6 The relevant experience of lead Consortium member and other Consortium member firms is mandatory. The experience of every Consortium member firm shall be provided as given in Form-TECH 2 (B) along with supporting documentation in any form, for each listed experience on Form Tech-2 (B). The marking/scoring will not be restricted to evidence of experience mentioned under Form Tech-2 (B). The Procuring Agency reserves the right to verify any experience mentioned under Form Tech-2 (B).

2.19 Proposal Evaluation

- 2.19.1 The Consultant Selection Committee shall first evaluate the basic eligibility criteria pursuant to section 2.18 in Technical Proposal of all bids received. Any Technical Proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such Bid / Proposal will stand non-compliant and rejected.
- 2.19.2 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the

rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

- 2.19.3 A QCBS will be adopted in evaluating the Proposal. In the first stage a technical evaluation will be carried out. Only those Technical Proposals, which score at least 75 points out of 100, shall be considered for financial evaluation in the second stage. The evaluation of the technical and financial Bids shall be held under the Quality and Cost Based Selection (QCBS) method. The evaluation criteria under QCBS are provided in Section 6A.

2.20 Evaluation of Technical Proposals

The Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in this RFP document. Each responsive Proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those Consultant(s) who failed to secure minimum qualifying marks shall be returned un-opened.

2.21 Evaluation of Financial Proposals

- 2.21.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 2.21.2 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

2.22 Negotiations

Negotiations will be held at the date and address to be communicated by the Procuring Agency in accordance with and to the extent permissible under the SPP Rules 2010. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a contract.

2.23 Technical Negotiations

Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Procuring Agency and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as part of the Scope of Work. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract agreement.

2.24 Availability of Key Professional Staff

The Consultant must submit CV for each required Key Professional Staff. Moreover the Key Professional Staff team will be made an integral part of the Contract. Before contract negotiations, the Procuring Agency will require assurances that the Key Professional Staff will be actually available. The Procuring Agency will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Key Professional staff were offered in the Proposal without confirming their availability, the Consultant may be disqualified. Any Proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

2.25 Award of Contract

- 2.25.1 After completing negotiations, the Procuring Agency shall award the contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 2.25.2 After publishing of award of Contract, the Consultant shall be required to submit a Performance Security at the rate indicated in Data Sheet.

2.26 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

2.27 Consortium Agreement

- 2.27.1 In case of Consortium of firms, the Proposal must be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:
- i. Date and place of signing;
 - ii. Purpose of Consortium (must include the details of contract works for which the Consortium has been invited to bid) ;
 - iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment;
 - iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
 - v. An undertaking that the firms are severally liable to the Procuring Agency for the performance of the services under the Contract;
 - vi. Duties, responsibilities and powers of the lead firm;
 - vii. The authorized representative of the Consortium.
- 2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a Consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.

2.27.3 Any alternative Proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more Consortiums, for the Assignment will be summarily rejected. In such an event, all the Proposals submitted by such firm and its Consortium or associate shall be rejected.

2.27.4 The Proposal / Bid of a firm is liable to be rejected if the firm makes any false or misleading statement in the Proposal(s) without prejudice to the rights of the Client to initiate further proceedings against the said firm(s).

2.27.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

2.28 Schedule of Deliverables

	Phase-1: Feasibility	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
1	Identification of Project Location <i>(shall cover 5.3.1.1 of ToR)</i>	1 months	10%
2	Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis <i>(shall cover 5.3.1.2 of ToR)</i>	3 months	10%
3	Financial Viability Assessment Report <i>(shall cover 5.3.1.4 of ToR)</i>	4 months	10%
4	PPP Options Analysis Report <i>(shall cover 5.3.1.5 of ToR)</i>		05%
5	Legal, Institutional and Regulatory Assessment Report <i>(shall cover 5.3.1.6 of ToR)</i>		05%

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

	Phase-2: Transaction Advisory	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
6	Marketing & Submission of Procurement Package <i>(shall cover 5.3.2.1 & 5.3.2.2 of ToR)</i>	5 Months	20%
7	Issuance of Bid Documents to the Bidders <i>(shall cover 5.3.2.3 of ToR)</i>	6 Months	05%
8	Submission of Bid Evaluation Report <i>(shall cover 5.3.2.4 of ToR)</i>	9 Months	05%
9	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.2.5 of ToR)</i>	10 Months	05%

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

	Phase-3: Transaction Negotiation and Financial Closure	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
10	Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel	10 months	10%

	Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents (<i>shall cover 5.3.3.1 of ToR</i>)		
11	Signing of Power Purchase Agreement and Implementation/Concession Agreement (<i>shall cover 5.3.3.2 of ToR</i>)	12 months	5%
12	Financial Close (<i>shall cover 5.3.3.3 of ToR</i>)	16 months	10%

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

DATA SHEET

The following specific data shall supplement the provisions in the Document.

1	Project Name	50 MW Power Plant for K-IV Phase 1
2	Address and Contact Person of Procuring Agency	Mr. Assad Zamin Designation: Project Director, K-IV KW&SB Government of Sindh Tel: +92 – 99 245160
3	Address and Contact Person of PPP Unit	Mir Yahya Ismail Director, PPP Unit, Sindh Secretariat Government of Sindh, 7th Floor, A.K. Lodhi Block (Building No. 6), Kamal Atta-Turk Road, Sindh Secretariat, Karachi, Pakistan. Tel: +92-21-99 222 187 Email: mi2377@columbia.edu
4	Address for Submission of Bids	Special Secretary, Local Government Department Address: Ground Floor, Local Government, Sindh Secretariat.
5	Pre-Bid Meeting	11:00 A.M, 4 th June Committee Room of Local Government Department
6	Submission Deadline date and time	11:00 A.M. Pakistan time on 22 nd June 2018
7	Bid Opening date and time	11:30 A.M. Pakistan time on 22 nd June 2018
8	Envelops	“ORIGINAL PROPOSAL” DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer

		envelope.
9	Language of Bid and correspondence	English
10	Proposal Validity	90 days from the closing date of submission of proposal.
11	Evaluation Criteria	Minimum 75 points for technical proposal qualification. Refer Section 6A
12	Scoring System	Refer Section 6B
13	Method of Selection	Quality and Cost Based Selection (QCBS) Method
14	Bid Security	The Consultant shall deposit a bid security in original Financial Proposal of an amount equivalent to 1% (one per cent) of the Bid Price in the form of pay order or demand draft or bank guarantee favoring “Local Government Department”, which shall remain valid for a period of 28 days beyond the Proposal validity period for bids, in order to provide the Procuring Agency reasonable time to act, if the security is to be called;
15	Performance Security	3% of Bid Price
16	Contract Stamping	Duly stamped @ 0.35% of Bid Price by successful bidder at its own cost
17	Tax Liability	Government of Sindh will deduct applicable taxes.

3. TECHNICAL PROPOSAL – STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience

A – Consultant's Organization

B – Consultant's Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignment

Form TECH-6. Curriculum Vitae (CV) for proposed Key Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Focal Person,
Local Government Department
Government of Sindh

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each associated Consultant]*

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A – Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each Consortium member for this assignment.]

B – Consultant’s Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment Name:	Country:	
Location within Country :	Professional Staff Provided by your firm	
Name of Client :	No. of Staff deployed by the Consultant for the assignment:	
Authorized Representative: (Name & Designation)		
Telephone:		
Email:		
Address :	No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
Name of Association Firm(s) if any :	No. of Months of Professional Staff provided by Associated Firm(s)	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of actual services provided by your staff within the assignment:		

Firm’s Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference (TORs)

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

1.

2.

3.

4.

5.

..

..

Understanding of the Assignment

**FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN
FOR PERFORMING THE ASSIGNMENT**

The approach and methodology will be detailed precisely under the following topics.

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- 1) **Technical Approach and Methodology.** *In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

- 2) **Work Plan.** *In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form-VIII.*

- 3) **Organization and Staffing.** *In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

I. Key Professional Staff					
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
...					

FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*insert full name*]: _____
4. **Date of Birth**: _____
5. **Nationality**: _____
6. **Educational Qualification**: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: _____
7. **Membership of Professional Societies**: _____
8. **Other Training** [*indicate significant training since degrees under 6 – Education were obtained*]: _____
9. **Countries of Work Experience**: [*list countries where staff has worked*]: _____
10. **Languages** [*for each language indicate proficiency: good, fair, or poor in speaking, reading and writing*]: _____

11. Employment Record:

[*Starting with present position, list in reversed order, every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:

From [Year]: _____ To [Year]: _____
Employer: _____
Position held: _____

12. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]:

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:

Name of assignment or project: _____
Year: _____
Location: _____
Line Department: _____
Main project features: _____
Positions held: _____
Activities performed: _____

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly

describes me, my qualification and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

S. No.	Name	Position	Report Due/ Activities	Months												Number of Months
1															Sub Total (1)	
2															Sub Total (2)	
3															Sub Total (3)	
4															Sub Total (4)	
...																
....																

Part Time :

FORM TECH-8. WORK SCHEDULE

S. No	Activity ¹	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g. inception, interim, and final reports), and other benchmarks such as line department approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

4. FINANCIAL PROPOSAL – STANDARD FORMS

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

Form FIN-1. Financial Proposal Submission Form
Form FIN-2. Summary of Costs

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Focal Person,
Local Government Department
Government of Sindh

Subject: Technical & Legal Feasibility study and Transaction Advisory Services for 50 MWs Power Plant for K-IV Project Phase-1

Dear Sirs:

We, the undersigned, offer to provide the transaction advisory services for **50 MWs Power Plant for K-IV Project Phase-1** in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*] _____
Name and Title of Signatory _____
Name of Firm _____
Address _____

[The Financial Proposal is to be filled strictly as per the format given in RFP.]

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR)

Description	Amount (in Rs)
Phase I: Feasibility	40%
Identification of Project Location	10%
Technical & Financial Feasibility Study, Including Fuel Supply Analysis	10%
Financial Viability Assessment Report	10%
PPP Options Analysis Report	05%
Legal, Institutional & Regulatory Viability Report	05%
	35%
Phase II: Transaction Advisory	
Marketing & Submission of Procurement Package	20%
Issuance of bid documents to Bidders	05%
Submission of Bid Evaluation Report	05%
Issuance of Letter of Award/Acceptance	05%
	25%
Phase III: Transaction Negotiation & Financial Close	
Drafting, Negotiation and Finalization of all Project Documents	10%
Signing of Power Purchase Agreement and Implementation/Concession Agreement	05%
Financial Close	10%
Total Costs inclusive of Taxes	

** Total Costs net of taxes shall be considered for financial evaluation

Note: No escalation shall be payable during the services

5. TERMS OF REFERENCE

5.1 Project Background

- 5.1.1 With increased urbanization and growing population, water requirement in the city of Karachi has been constantly increasing and has reached critical levels. Keeping in view the water shortages, Local Government department, Government of Sindh (the “Procuring Agency”) has been developing Phase 1 of Greater Karachi Bulk Water Project (K-IV Project) in collaboration with the federal government to augment the city's daily water supply. The estimated cost of K-IV Project is approximately about Rs 25.5 billion, while the project is designed to provide 650 million gallons of water daily to Karachi in three phases. The new water supply will be extracted from Keenjhar Lake through three water canals. The project is scheduled for completion in mid-2019. For Phase 1, dedicated power supply of 50 MWs for pumping stations (1 & 2) is required for smooth operations of the project.
- 5.1.2 For this purpose, the Local Government Department, Government of Sindh is interested in carrying out detailed technical and financial feasibility study and furthermore seeks Transaction Advisory Services to develop and execute a power project (the “Project”) to meet power needs for K-IV Project Phase-1 under Public Private Partnership mode. The project is expected to provide uninterrupted power of at least 50 MWs with adequate back up supply from local distribution company (HESCO). The Project will be scheduled under an IPP Structure and will be developed under BOO structure.

5.2 The Assignment

- 5.2.1 The transaction advisor (successful bidder) shall be required to conduct feasibility study and transaction advisory for 50 MWs Power Plant for K-IV Project Phase-1
- 5.2.2 The scope of work has been broadly categorized into three phases. However, the Government reserves the right to end the Transaction Advisory Services for this assignment at the end of any of the phases if it is satisfied that proceeding further will not help achieve the Government objectives.

5.3 Terms of Reference

At any stage during any phase given below, the Legal Counsel, technical member(s) and financial member of the Consortium of the Consultant shall furnish legal, technical and financial opinion respectively as and when required by the Procuring Agency on any matter / document / agreement with regards to the Project. The internal co-ordination of the advisory Consortium of Consultants is sole responsibility of the Lead Consortium member.

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

5.3.1.1 Identification of Project Location

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

land options for the implementation of project.

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

- d) Assess the proposed/identified site(s) selected as Project location.
- e) Identify the risks associated with the proposed site(s) and suggest mitigations. The risks should highlight the following:
 - i. Nature of land and corrective measures if unsuitable to be used in the raw form
 - ii. Suggest Government agencies the issues required for the Clearance of the proposed site of all the risks lying in the form of buried utilities, overhanging utilities or any other obstruction
 - iii. Carryout certain tests to certify that the available land is fit to be used for the project
- f) Topographic survey and develop preliminary design of the facility
- g) Carryout the initial environment examination (IEE) of the project considering all aspects of environment.
- h) Carry out a comprehensive analysis of technological options available keeping in view lowest levelized tariff options, uninterrupted power supply and regulatory parameters.
- i) Develop Preliminary plant layout including type of technology, plant fuel, water requirements, fuel supply network, interconnection with pumping station 1 and pumping station 2 of K-IV and preliminary grid infrastructure network.

5.3.1.3 **Financial Viability Assessment**

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

5.3.1.4 **PPP Options Analysis**

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

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

5.3.1.5 **Legal, Institutional and Regulatory Assessment**

- a) What laws, rules, regulations will be involved in the project implementation?
- b) What kind of District, Provincial and Federal approvals are required for establishing the project?
- c) What will be the role of NEPRA during project development, execution and operation phase?
- d) Develop a time line of approvals required at various stages.

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

5.3.2.1 **Marketing**

- a) Sensitize potential investors, operators and financiers for the project and seek their feedback for incorporation in the project structure;
- b) Seek investor interest and feedback on project prior to launch of official solicitation;
- d) Assist the Procuring Agency to establish a data room which will include all the relevant documents and information on the project for investor due diligence.

5.3.2.2 **Package**

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

5.3.2.3 **Issuance of Bid Documents**

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

5.3.2.4 **Submission of Bid Evaluation Report**

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

5.3.2.5 **Issuance of Letter of award/acceptance**

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

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

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

5.3.3.2 **Transaction Negotiation and Execution**

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

5.3.3.3 **Financial Closure**

- a) Assist the GoS by achieving financial close.

6. EVALUATION CRITERIA AND SCORING SYSTEM

A – Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Quality and Cost Based Selection (QCBS). The total score of the technical and financial evaluation shall be 100, out of which 75% weight-age shall be for the technical and remaining 25% weight age shall be for the financial.

1. Evaluation of Technical Proposals

- 1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and work plan, the experience of Key Professional Staff. Only those Consultants' whose Technical Proposals score 75 marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those Consultants who secure less than 75 marks shall be returned un-opened to the firm/Consortium.
- 1.2 The total score of the technical and financial evaluation shall be 100, out of which 75% weight-age shall be for the technical and remaining 25% weight-age shall be allocated to the financial evaluation.
- 1.3 The technical proposals shall be assigned marks/ score without weight-age as RTS on the basis of the criteria mentioned at Section 6B.
- 1.4 The final technical score (TSw) shall be calculated in the following manner: $TSw = RTS \times 0.75$.

2. Financial Bid opening

- 2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).
- 2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.
- 2.3 The financial proposals shall first be checked for arithmetic errors. Financial scores shall be computed on the basis of following formula: $FS = 100 \times (RFS_{min}/RFS)$. Where 'RFS min' is the lowest bid price and 'RFS' is the bid price of the proposal under consideration. The financial scores thus obtained shall be assigned weight-age (25%) and final weighted score will be arrived at $FSw = FS \times 0.25$, FSw is weighted financial score.

Combined Score

- 2.4 The combined technical and financial proposal (CS) shall be calculated in the following manner, namely: $CS = TSw + FSw$.
- 2.5 Bid obtaining maximum combined score shall be declared as the Best Evaluated Bid and the Consultants offering the Best Evaluated Bid shall be declared as the successful Bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.
- 2.6 The agreement shall however, be signed after getting the same duly vetted and approved from the competent authority.

B – Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria	Marks	
1. Firm's relevant Experience <i>(Assignment components under process are not eligible for scoring)</i>	Transaction Advisory experience for PPP projects or Public Sector or Power Sector projects 3 or more projects 05.00 marks 2 projects 03.00 marks 1 project 01.50 marks	05
	Transaction Procurement experience for PPP projects or Public Sector or Power Sector projects 5 or more projects 05 marks 4 projects 04 marks 3 projects 03 marks 2 projects 02 marks 1 project 01 mark	05
	Feasibility study experience of thermal power generation projects 7 or more project 15 marks 6 projects 12 marks 5 projects 10 marks 4 projects 08 marks 3 projects 06 marks 2 projects 04 marks 1 project 02 marks	15
	Consultancy/feasibility experience for developing power projects 3 or more projects 15 marks 2 projects 10 marks 1 project 05 marks	15
	TOTAL	40
2. Key Professional Staff	<u>Financial Team</u> Financial Team Leader 10 marks Project Finance Specialist 05 marks	15
	<u>Technical Team</u> Power Generation Expert 05 marks Power Distribution/Transmission Expert 05 marks Civil Engineer 05 marks Environmentalist 05 marks	20
	<u>Legal Team</u>	15
		15

	Legal Team Leader 10 marks Legal & Regulatory Expert 05 marks	
	TOTAL	50
3. Financial Capability	Average annual turn-over of last three (3) years PKR 40 million 04 marks PKR 30 million 03 marks PKR 20 million 02 marks PKR 10 million 01 mark <i>* Bidders to submit audit financial statements of last three years. In case of Consortium, the Lead member firm shall furnish audited financial statements</i>	04
4. Understanding of the Assignment and Proposed Methodology	Appreciation of TOR and understanding of the assignment	02
	Proposed Methodology	02
	Work Plan and Manning Schedule	02
	TOTAL	10
	Total	100

The Local Government Department may conduct a Presentation from bidders during the Technical evaluation period for clarity on Technical Proposal.

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

#	FINANCIAL TEAM	Weightage
1.	Financial Team Leader	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%) <u>Relevant Experience</u> Experience of financial advisory More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
2.	Project Finance Specialist	<u>Qualification:</u> CA/CFA/ICMA/ACCA/MBA (25%) Bachelors in Finance/Accounting/Business Admin (15%) <u>Relevant Experience</u> Experience of developing financial models/financial structuring of projects More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%
	TECHNICAL TEAM	Weightage
1.	Power Generation Expert	<u>Qualification:</u> Masters/PhD in Engineering/Business Management or related

		<p>(25%) Bachelors in Engineering/Business Management or related (15%)</p> <p><u>Relevant Experience</u> Experience in power generation related projects</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
2.	Power Distribution/Transmission Expert	<p><u>Qualification:</u> BE Electrical Engineering (25%)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
3.	Civil Engineer	<p><u>Qualification:</u> BE Civil Engineering (25%)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
4.	Environmentalist	<p><u>Qualification:</u> ME/BE Civil Engineering or Environment (25%)</p> <p><u>Relevant Experience</u> Experience in relevant field</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
	LEGAL TEAM	Weightage
1.	Legal Team Leader	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p> <p><u>Relevant Experience</u> Experience of legal advisory on power projects. Experience of drafting procurement documents e.g. (EOIs, RFQ, RFP), Concession/PPP agreements /Implementation Agreement, Power Purchase Agreement, Fuel Supply Agreements, EPC contracts / O&M agreements and/or negotiating such agreements.</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
2.	Legal & Regulatory Expert	<p><u>Qualification:</u> LLM / Bar at Law (25%) LLB (15%)</p>

	<p><u>Relevant Experience</u> Experience of successfully dealing, negotiating with NEPRA, NTDC, STDC, DISCOs for power projects.</p> <p>More than 10 years 75% 7-10 years 60% 5-7 years 40% Less than 5 years 15%</p>
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7. INTEGRITY PACT

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

8. AFFIDAVIT

To:

Focal Person,
Local Government Department,
Government of Sindh

**Re: Technical & Legal Feasibility study and Transaction Advisory Services for 50 MWs
Power Plant for K-IV Project Phase-1**

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Bidder/Lead Member of Consortium*] hereby represents and warrants that, as of the date of this letter [*Name of Prospective Bidder/Lead Member of Consortium*], and each member of our Consortium (if applicable):

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion or money laundering;
- (c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and
- (d) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address



**Local Government Department
Government of Sindh**

CONSULTANCY SERVICES FOR K-IV POWER PROJECT

DRAFT CONSULTANCY SERVICES CONTRACT

DRAFT CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract ("Contract") is entered into at Karachi on this the -- day of -----, 2018

By and between:

1. **THE PROVINCE OF SINDH through GOVERNOR OF SINDH through SECRETARY, LOCAL DEPARTMENT,** having its offices at _____
Karachi (hereinafter referred to as "**GoS**");

AND

2. The Advisory Consortium, comprising of following members:

[Name of the successful Consultant to be inserted]

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

WHEREAS:

- A. The GoS is desirous of establishing K-IV Power Project ("**Project**").
- B. In order to proceed further, GoS is desirous of engaging qualified consultants in relation to the Project in accordance with the terms of reference listed in **Schedule A** of this Contract ("**Assignment**").
- C. The Advisory Consortium, led by the Lead Advisor, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on [•] 2018 and scope clarification issued by GoS on [] 2018.
- D. The Lead Advisor in collaboration with the Consortium Members have confirmed to GoS that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- E. GoS has agreed to accept the offer of the Advisory Consortium for undertaking the Assignment.

NOW THEREFORE, the parties hereto agree as follows:

1. Definition

In this Contract, unless the contrary intention appears:

"Advisory Consortium" means collectively the members of advisory team for the Project comprising of (i) _____, (ii)

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

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

“Contract” means this contract executed between GoS, through Local Government Department and the Advisory Consortium;

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

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

“Lead Advisor” means [•]

“Technical Proposal” means the technical proposal in connection with the Assignment, submitted by the Advisory Consortium on [•].

“Performance Security” means an amount of PKR equivalent to five percent (5%) of Advisory Fee, payable to the Advisory Consortium by the GoS in the form of pay order or bank guarantee.

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

2. Terms of Reference

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

2.2 The approach and methodology outlined in the Technical Proposal submitted by the Advisory Consortium shall be applied for the purposes of any interpretation of

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

3. Fee and Commencement Date

3.1 Fee

3.1.1 In consideration of the Advisory Consortium providing the services to GoS in terms of this Contract, GoS shall pay an “**Advisory Fee**” of **PKR [•]** (Pak Rupees _____) to the Advisory Consortium. The Advisory Fee due and payable to the Advisory Consortium shall be made within a period of thirty (30) days from the date of completion of the milestone and approval of the same by the GoS, specified in **Schedule C** attached hereto.

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

3.1.3 The Advisory Fee due and payable by GoS to the Advisory Consortium shall be a fixed advisory fee, subject to any amendments and/or adjustments in the same as a result of a change in the Terms of Reference in accordance with Section 3.1.2

3.2 Commencement Date

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

4. Obligation of the Parties

4.1 The GoS undertakes:

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

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

4.1.3 to inform the Advisory Consortium of any information or developments which may come to their attention during the duration of the Contract, which might have

a bearing on or be relevant to the services to be provided by the Advisory Consortium;

- 4.1.4 to co-operate with the Advisory Consortium at all times for the purposes of facilitating a timely and efficient delivery of the services;
- 4.1.5 to retain responsibility and accountability for the management, conduct and operation of its business and affairs;
- 4.1.6 that all decisions made in respect of the services or anything ancillary thereto shall be made independently by the GoS after careful consideration of the same. It is clarified that the GoS shall be solely liable/responsible for the consequences/repercussions of its decisions;
- 4.1.7 to retain responsibility and accountability for the delivery, achievement or realization of any benefits directly or indirectly related to the Services, which require implementation by the GoS;
- 4.1.8 to accept the provision of the Services on its own behalf and as agent for any other beneficiaries. The GoS shall procure in such circumstances that any other beneficiaries shall act on the basis that they are a party to this Agreement, as if they had each signed a copy of this Agreement and agreed to be bound by it. However, the GoS alone shall be responsible for payment of fees. For the avoidance of any doubt, it is clarified that the Advisory Consortium will only be required to accept instructions in connection with the provision of the Services from the GoS.

4.2 The Advisory Consortium undertakes:

- 4.2.1 to perform the Services using reasonable skill and care in accordance with applicable professional standards;
- 4.2.2 to submit Performance Security on or before the Signing Date of this Contract.
- 4.2.3 to devote the necessary time and attention to providing the delivery of TORs, as set out in the Schedule A, and not engage in any business or activity that will prevent the Advisory Consortium from providing the Services;
- 4.2.4 to maintain, at all times, the highest degree of good faith towards the GoS and to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the GoS of the same. The Parties shall seek to resolve the situation as quickly as possible, however, in the event that the situation cannot be resolved within thirty (30) days the GoS or the Lead Advisor may refer the matter for dispute resolution in terms of Clause 28 of this Agreement. A deliberate failure by the Advisory Consortium to inform the GoS of any conflict of interest shall amount to a material breach of the Agreement and may entitle the GoS to terminate the Agreement forthwith;

- 4.2.5 to render the services in accordance with the Terms of Reference, deliverables, timeframes and specifications, as set out in the Schedule A, annexed hereto, as amended by written agreement of the Parties;
- 4.2.6 that all actions and commitments agreed upon or pursuant to the Terms of Reference and the Agreement, will be strictly adhered to;
- 4.2.7 to provide the GoS with any information and reports reasonably requested by the GoS in connection with the Services to the extent that the same are covered in the scope of work, and which information the Advisory Consortium warrants to be accurate and complete;
- 4.2.8 to maintain the professional personnel as promised and committed to by the Advisory Consortium in its proposal throughout the life of this Agreement, and that in the event of any dedicated member of the Advisory Consortium's personnel becoming incapacitated and unable to carry out his or her duties or whose performance the GoS reasonably considers to be unsatisfactory in its discretion, to replace, at the Advisory Consortium's cost, such member, subject to the written approval of the GoS;
- 4.2.9 to observe neutrality and objectivity in its views and opinions; and to respect and observe all Applicable Laws.

5. Warranties

- 5.1** GoS hereby represents and warrants to the Advisory Consortium that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Advisory Consortium pursuant to this Contract.
- 5.2 The Advisory Consortium represented by the lead member warrants that:**
- 5.2.1 It is duly organized and validly existing under the Applicable Laws, and that it has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 5.2.2 It has taken all necessary corporate and other actions under the Applicable Laws to authorize the execution, delivery and performance of this Agreement; and validly exercise its rights and perform its obligations under this Agreement;
- 5.2.3 this Agreement and all obligations contained herein constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof;
- 5.2.4 It has, in collaboration with its Advisory Consortium members, all necessary

knowledge base, human and material resources to undertake the Assignment;

- 5.2.5 It has all necessary warranties from Advisory Consortium members confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and
- 5.2.6 It has all necessary consent from Advisory Consortium members to accept the Assignment, abide by the terms of the Contract and that the Advisory Consortium members shall perform their respective parts of work professionally and according to the international best practices.
- 5.2.7 each member of the Advisory Consortium shall be severally liable for the performance of its obligations in connection with and/or under this Agreement;
- 5.2.8 no warranty made by the Advisory Consortium contained herein or in any other document furnished by it to the GoS contains any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty misleading;

6. Communication

- 6.1 All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.
- 6.2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:

<i>For GoS Communication/Deliverable/report address to:</i>	<i>For Advisory Consortium</i>
Name:	Name:
Designation:	Designation:
Address:	Address:
Telephone:	Telephone:
Email:	Email:

7. Reporting/Deliverables

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

PHASE – I

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

PHASE –II

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

PHASE -III

1. Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents (*shall cover 5.3.3.1 of ToR*)
2. Signing of Power Purchase Agreement and Implementation/Concession Agreement
3. Financial Close

7.2 The outcome of the Project is to complete the Assignment as per the Terms of Reference.

7.3 Each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform.

7.4 In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Terms of Reference, the Advisory Consortium will submit a draft of its reports/plans/models to the GoS for its comments prior to issuing it in final form. If the GoS does not revert with any comments within a period of three (3) weeks 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 GoS for the purposes of achievement of the milestones as set down in **Schedule C**, and the Advisory Consortium will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) payment for completion of such milestone in accordance with **Schedule C**.

8 Access

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

9 Assignment and Charges

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

10 Law Governing Contract and Language

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

11 Term, Termination and Survival

11.1 Term

The appointment of the Advisory Consortium in terms of this Contract shall automatically terminate upon completion of the services as per the Terms of Reference. During the stated period the Advisory Consortium shall endeavor to facilitate the GoS in the timely completion of all services relating to the Project. Notwithstanding anything to the contrary in this Contract, on expiry of the appointment of the Advisory Consortium, the GOS shall pay the outstanding portion of the Advisory Fee.

11.2 Termination

11.2.1 By the GoS

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

- a) If the Advisory Consortium does not remedy the failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the GoS may have subsequently approved in writing.
- b) If any member of the Advisory Consortium becomes insolvent or bankrupt.

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

In case of any event referred to above, the Lead Advisor shall be liable to the GoS for the performance of the Assignment. Failure in the performance of obligations may lead to termination of Contract along with Performance Security forfeiture and / or black-listing of any or all Consortium Members.

11.2.2 By the Lead Advisor:

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

- a) If the GoS fails to pay any money due to the Advisory Consortium pursuant to this Contract.
- b) Pursuant to clause 29 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Advisory Consortium that such payment is overdue.
- c) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the GoS fails to comply with any final decision reached as a result of arbitration proceedings.

11.2.3 Payment upon Termination

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

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

12 Survival

- 12.1 Termination of this Contract; (a) shall not relieve the Advisory Consortium or the GoS of any obligations hereunder which expressly or by implication survives Termination hereof; (b) shall not relieve GoS for making payment of the Advisory

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

13 Amendments

This Contract and the Schedules together constitute a complete and exclusive statement of the terms of the Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

14 Notices

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

<p><i>For GoS</i> -----</p> <p>Name: Designation:</p> <p>Telephone: Fax:</p>	<p><i>For Advisory Consortium</i> -----</p> <p>Name: Designation:</p> <p>Address:</p> <p>Telephone : Email:</p>
<p><i>For PPP Unit</i></p> <p>Director Finance Public Private Partnership (PPP) Unit, Finance Department, Government of Sindh</p> <p><u>Karachi.</u></p> <p>Telephone : (021) 99222187 Fax:</p>	

Or such mail address, telephone number, telex number, or email address as may

be duly notified by the respective Parties from time to time.

15 Severability

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

16 Fraud and Corruption

A. If the GoS determines that the Advisory Consortium and/or its Personnel, sub-contractors, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the GoS may, after giving 14 days' notice to the Advisory Consortium, terminate the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010. Any personnel of the Advisory Consortium, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with clause 28.

B. Integrity Pact

If the Advisory Consortium or any of its agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor as **Appendix-A** to this Contract, then the GoS shall be entitled to:

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

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

17 Performance Standard

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

18 Confidentiality

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

19 Ownership of Material

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

20 Advisory Consortium Not to be Engaged in Certain Activities

The Advisory Consortium agrees that, during the term of this Contract and after its termination, the Lead Advisor, Consortium Members and any entity affiliated with the Advisory Consortium, shall be disqualified from providing goods, works or services (other than the Assignment or any continuation thereof) for any project resulting from or closely related to the services specified in the agreement.

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

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

22 Prohibition of Conflicting Activities

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

23 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the

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

24 Force Majeure

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

25 No Breach of Contract

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

26 Extension of Time

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

27 Advisory Consortium's Actions Requiring GoS' Prior Approval

The Advisory Consortium shall obtain the GoS' prior approval in writing before taking any of the following actions:

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

28 Removal and / or Replacement of Personnel

- a) Except as the GoS may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Staff, the Advisory Consortium shall provide as a replacement a person of equivalent or better qualifications.
- b) If the GoS finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Advisory Consortium shall, at the GoS' written

request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the GoS.

- c) The Advisory Consortium shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

29 Good Faith

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

30 Settlement of disputes

In the event of any dispute or claim arising out of or relating to this Contract or a breach hereof, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the parties. If the Parties fail to settle the dispute or claim at the expiration of thirty (30) days from the date of such dispute or claim, the matter will be referred to a sole arbitrator to be appointed with the mutual consent of the Parties within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the said period, the matter shall be referred to two arbitrators, within ten (10) days from the date of such failure, one to be appointed by each of the Parties to dispute and to an Umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the arbitrators and Umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof for the time being in force.

The Parties agree that:

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

31 Arbitration

The language of the arbitration shall be English.

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

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

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

32 Liability and Indemnities

- 32.1 The Advisory Consortium shall indemnify, defend and hold the GoS harmless against any and all proceedings, actions and third party claims arising out of a breach by the Advisory Consortium of any of its obligation under this Agreement except to the extent that any such claim has arisen due to the event of GoS default. However, any claims for liability shall be subject to limitations set forth in this Agreement;
- 32.2 The GoS will indemnify, defend and hold harmless the Advisory Consortium and its members against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of a breach by the GoS, its officers, servants and agents of any obligations of the GoS under this Agreement except to the extent that any such claim has arisen due to the event of Advisory Consortium's default or negligence. However, any claims for liability shall be subject to limitations set forth in this Agreement;
- 32.3 Without limiting the generality of clause 32.1 above and subject to the limitations contained in this Agreement, the Advisory Consortium shall fully indemnify, save harmless and defend the GoS including its officers servants, agents and subsidiaries from and against any and all loss and damages arising out of or with respect to (i) a failure of the Advisory Consortium to comply with applicable laws (including intellectual property laws and rights) and applicable permits or (ii) a failure on the part of the Advisory Consortium to make any payments of amounts due as a result of materials or services furnished to the Advisory Consortium by any of its sub-contractors which are payable by the Advisory Consortium to any of

its sub-consultants except where such failure to pay occurs due to a non-payment by the GoS to the Advisory Consortium.

- 32.4 The GoS agrees that the Advisory Consortium, its partners, principals, and employees shall not be liable to the GoS for any actions, damages, claims, liabilities, costs expenses, or losses in any way arising out of or relating to the Services performed hereunder for an aggregate amount in excess of the fees paid by the GoS to the Advisory Consortium under this Agreement up to the date of the claim. In no event shall the Advisory Consortium, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) in connection with the Services provided in this Agreement. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.
- 32.5 The GoS hereby indemnifies and agrees to hold the Advisory Consortium harmless from and against any and all liabilities suffered or incurred by, or brought or threatened to be brought or entered or enforced against the Advisory Consortium which arise out of matters or transactions contemplated by, or consequent upon the Advisory Consortium's engagement under the terms of, this Agreement. The liabilities to which this paragraph applies shall include costs of investigating, defending, preparing a defense and disputing any liabilities and costs incurred in establishing any claim against any other person or in mitigating any loss and shall be additional to any rights which the Advisory Consortium may have at law. This indemnity shall not be affected in any way by any enquiry or investigation, which the Advisory Consortium may have conducted into any matter.
- 32.6 The GoS shall indemnify the Advisory Consortium, including their affiliates and persons against all claims by third parties (including its affiliates and lawyers) and resulting liabilities, losses, damages, costs and expenses (including reasonable external and internal legal costs) arising out of the third party's use of or reliance on any Report (including Tax Advice) disclosed to it by or through GoS or its request.
- 32.7 The GoS shall make any claim relating to the services or otherwise under this Agreement no later than within 12 months of the act or omission alleged to have caused the claim. The GoS may not make a claim or bring proceedings relating to the Services or otherwise under this Agreement against any other firm or its subcontractors, members, shareholders, directors, officers, partners, principals, or employees ("EY Persons") to the extent that no direct contractual relationship exists between the GoS and any EY Firm or any EY Persons. The GoS should make

any claim or bring proceedings only against the Advisory Consortium on the basis that it is the Party with whom the GoS have contracted.

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

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

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

33 Exclusion of Implied Warranties

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

34 Schedules to the Contract

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

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

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

[Signature Page Follows]

For and on behalf of: Local Government Department GOVERNMENT OF SINDH		
<p style="text-align: center;">(Signature) (_____) Secretary Local Department</p>		In presence of the following witnesses: Signature: Name:..... CNIC No:
		Signature: Name: CNIC No:
For and on behalf of: Consortium		
<p style="text-align: right;">(Signature)</p> Name: Designation: Address: Telephone : Email:		In presence of the following witnesses: Signature: Name:..... CNIC No:
		Signature: Name: CNIC No:

SCHEDULE A- TERMS OF REFERENCE

SCHEDULE B - PROJECT TEAM

NAME	DESIGNATION	ORGANIZATION
Technical Team		

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

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

SCHEDULE C - DELIVERABLES AND PAYMENTS

DESCRIPTION	%	AMOUNT (IN RS)
PHASE - I: FEASIBILITY	40%	
Identification of Project Location		
Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis		
Financial Viability Assessment Report		
PPP Option Analysis Report		
Legal, Institutional and Regulatory Assessment Report		
PHASE II: TRANSACTION ADVISORY	35%	
Marketing & Submission of Procurement Package		
Issuance of Bid Documents to the Bidders		
Submission of Bid Evaluation Report		
Issuance of Letter of Award/Acceptance		
PHASE III : TRANSACTION NEGOTIATION AND FINANCIAL CLOSE	25%	
Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents		
Signing of Power Purchase Agreement and Implementation/Concession Agreement		
Financial Close		
Total Costs inclusive of Taxes		

Notes:

- a. Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.

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

ANNEXURE TO SCHEDULE C - DELIVERABLES AND PAYMENTS TO EACH MEMBER

SCHEDULE D- TIME PLAN

	Phase-1: Feasibility	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
1	Identification of Project Location <i>(shall cover 5.3.1.1 of ToR)</i>	1 months	10%
2	Technical & Financial Feasibility Study, including Fuel Supply Chain Analysis <i>(shall cover 5.3.1.2 of ToR)</i>	3 months	10%
3	Financial Viability Assessment Report <i>(shall cover 5.3.1.4 of ToR)</i>	4 months	10%
4	PPP Options Analysis Report <i>(shall cover 5.3.1.5 of ToR)</i>		05%
5	Legal, Institutional and Regulatory Assessment Report <i>(shall cover 5.3.1.6 of ToR)</i>		05%

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

	Phase-2: Transaction Advisory	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
6	Marketing & Submission of Procurement Package <i>(shall cover 5.3.2.1 & 5.3.2.2 of ToR)</i>	5 Months	20%
7	Issuance of Bid Documents to the Bidders <i>(shall cover 5.3.2.3 of ToR)</i>	6 Months	05%
8	Submission of Bid Evaluation Report <i>(shall cover 5.3.2.4 of ToR)</i>	9 Months	05%
9	Issuance of Letter of Award/Acceptance <i>(shall cover 5.3.2.5 of ToR)</i>	10 Months	05%

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

	Phase-3: Transaction Negotiation and Financial Closure	Timeline <i>(from signing of Consultancy Contract)</i>	Payment
10	Drafting, Negotiation and/or finalization of all relevant project documents, including Power Purchase Agreement, Implementation Agreement, Gas/Fuel Supply Agreement(s), Land Lease/Licensing Agreement, Wheeling Agreement, Financing Documents <i>(shall cover 5.3.3.1 of ToR)</i>	10 months	10%
11	Signing of Power Purchase Agreement and Implementation/Concession Agreement <i>(shall cover 5.3.3.2 of ToR)</i>	12 months	5%
12	Financial Close <i>(shall cover 5.3.3.3 of ToR)</i>	16 months	10%

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

The following specific data shall supplement the provisions in the Document.

INTEGRITY PACT

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]