



## REQUEST FOR PROPOSALS SELECTION OF CONSULTANTS



FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE UPGRADATION / DEVELOPMENT OF ENERGY EFFICIENT PUMPING STATION WITH ALL THE ALLIED INCLUDING ALLIED MECHANICAL & ELECTRICAL (M&E) EQUIPMENT'S , INTAKE CHAMBER, RISING MAIN AND FORBEY AT DHABEJI PUMPING COMPLEX (DPC)

Under Public Private Partnership Mode (PPP)

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## **Request for Proposal Document**

### **Selection of Transaction Advisor**

**FOR UPGRADATION / DEVELOPMENT OF ENERGY EFFICIENT PUMPING COMPLEX WITH ALL THE ALLIED INCLUDING ALLIED MECHANICAL & ELECTRICAL (M&E) EQUIPMENT'S, INTAKE CHAMBER RISING MAIN FORBEY AT DHABEJI PUMPING COMPLEX (DPC)**

### **NATIONAL COMPETITIVE BIDDING**

#### **Under Public Private Partnership Mode (PPP)**

**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE UPGRADATION / DEVELOPMENT OF ENERGY EFFICIENT PUMPING COMPLEX WITH ALL THE ALLIED INCLUDING ALLIED MECHANICAL & ELECTRICAL (M&E) EQUIPMENT'S, INTAKE CHAMBER RISING MAIN FORBEY AT DHABEJI PUMPING COMPLEX (DPC)**

**Procuring Agency:** KARACHI WATER & SEWERAGE CORPORATION

**Address:** 9<sup>TH</sup> OFFICES OF KW&SC, KARSAZ, SHAHRA-E-FAISAL KARACHI

**Important Notice**

Request for Proposal (RFP) - Transaction Advisory TO UPGRADE/Development of ENERGY EFFICIENT Dhabeji Pumping COMPLEX OF (Public-Private Partnership Mode)

Issued by

Karachi Water and Sewerage Corporation (KW&SC), Government of Sindh (the "Procuring Agency").

This RFP is issued to qualified INTERESTED individual firm(s) or consortia (the "Bidders") for the preparation and submission of bids to provide Transaction Advisory Services (TAS) TQ upgrade and development of ENERGY EFFICIENT Pumping stations WITH and associated Mechanical-Electrical (M&E) equipment at Dhabeji under a Public-Private Partnership (PPP) arrangement (the "Project").

All capitalized terms used herein shall have the meanings assigned to them in this RFP unless expressly stated otherwise.

The RFP has been prepared and reviewed by the KW&SC's Consultant Selection Committee, constituted in accordance with the Sindh Public Procurement Rules, 2010 (the "SPP Rules 2010"), and approved by the Chief Executive Officer (CEO) of KW&SC

The Procuring Agency, its employees, personnel, and agents make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this RFP or any related documents. They shall not be liable for any costs, fees, damages, or expenses incurred by any recipient in evaluating, responding to, or acting upon this RFP

By submitting a bid, each Bidder acknowledges that it has:

1. Conducted a complete and careful examination of the RFP, including any clarifications, addenda, or corrigenda issued by the KW&SC
2. Independently verified all information received from the KW&SC Procuring Agency (whether written or verbal) and from its employees, personnel, or agents, and
3. Accepted all terms and conditions of the RFP without reservation

This RFP does not constitute a solicitation, an offer, or a commitment that the Project will be awarded. The KW&SC reserves the right, at its sole discretion and in accordance with the SPP Rules 2010, to amend the RFP, modify the Project, or cancel the bidding process at any time without incurring any liability for costs, taxes, expenses, or damages incurred by any bidder as a result of such actions

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## Section I – Letter of Invitation

The Dhabeji Pumping Complex (DPC) is main component of the bulk-water supply facility for Karachi, transmitting approximately 85% of the city's water. The complex comprises of several pumping complex constructed in phases (K-I Phases 2-4), K-II K-III, and the new 100 MGD station (replacing Phase 1), with a total design capacity to pump approximately 550 million gallons per day (MGD).

The Two independent studies related to Energy Efficiency of the DPC were carried out as follows

- 1 Energy Audit performed by Techno-Consult International, Ele ken Associates and WEE Pros GmbH in 2021
- 2 Investment-Grade Energy Audit carried out by (PITCO) in 2025 under KWSSIP

### **The studies identified following**

- A High power consumption representing.
- B Aging pumps, motors and ancillary electrical equipment.
- C Hydraulic deficiencies and inefficiencies due to fvvvv (common header manifolds and rising mains)

These above shortfalls necessities an opportunity of significant energy savings by improving-hydraulic re-configuration, automation energy efficiency, and exploring venues for renewable-energy integration. This will facilitate thereby ensuring a reliable long-term water supply and significant cost saving for the KW&SC

The KW&SC interested consultants (individual firms or consortia) to review the studies and prepare a comprehensive Energy Efficiency Plan for DPC conduct a detailed and feasibility study examine the bankability to execute the Project under a Public Private Partnership (PPP) arrangement. The firm shall be obliged to cover the technical, financial and legal aspects and recommend the findings as per PPP Ad. SPPR Rules 2010 and other formalities and submit the full Transaction Structure based on the detailed outcomes and the requirements if any for successful implementation

The proposal shall be technically sound, financially viable with full legal covenants covered, under the Transaction Advisory Services with deliverables not limited to the following.

**Phase 1-Transaction Preparation**

- Inception Report.
- Feasibility Report covering
  1. Technical parameters to be covered with due diligence including the precise energy saving with respect to the current scenario.
  2. Economical & Financial Analysis.
  3. Legal & Regulatory Preparedness.
  4. Environmental and Social Safeguards Document including any or all, land acquisition and resettlement plan as per R&R Policy.
  5. Transaction structure with in-depth market sounding assessment and report
  6. Any relevant diagnostic analysis, flow measurements at intake structure, quantitative and qualitative analysis of the water pumped from the proposed development
  7. Risk matrix and unequivocal transfer of the risks to private and public parties

**Phase II - Transaction Pre Award Activities**

1. Preparation of Concession Agreement.
2. Preparation of the RFQ and RFP for the Project.
3. Preparation of the cost estimate, Specifications. Standards.
4. Evaluation of bids for VfM.
5. Negotiations with the successful bidder.
6. Letter of Award of Contract.

**Phase III - Execution of the Concession Agreement and Financial Close**

- Execution of concession agreement(s).
- Financial close.

The Project assignment will be awarded through National competitive bidding, employing the on Quality-Cost-Based Selection (QCBS) method (The weightage of the Quality and Cost are defined in RFP) as per The Sindh Public Procurement Rules 2010 The Project contract will be awarded to the successful bidder with most advantageous bid for KW&SC in accordance with the RFP

The RFP may be download free of charge from "EPADS website of SPPRA or download from the KW&SC, PPP Unit or websites.

Each bidder shall submit / uploaded a single Technical Proposal and a single Financial Proposal, together with any other documents stipulated in the RFP, via the SPPRA EPADS portal (link provided in Section II of the Instructions to Bidders) no later than **12:00 hrs PST on the 3<sup>rd</sup> February, 2026**.

**Pre-Bid Meeting** is scheduled on **Thursday, 22<sup>nd</sup> January, 2026 at 11.00 am** in the office of the Convener of Selection Committee located at Room No.07 Block C, 9<sup>th</sup> Mile Offices Shahrah-e-Faisal Karsaz Karachi.

Technical Proposals will be opened publicly at **12.30 Hours** on same day and venue, in the presence of bidder or their representatives, who wish to be present. In the event of a public holiday or unforeseen circumstance on the submission date, the opening shall be deferred to the next working day at the same time and venue.

Bids shall remain valid for ninety (90) days from the Bid Submission Deadline. The Bid Security amounting to Rs.3.00 million, in the form of a pay-order, demand draft or bank guarantee valid for twenty-eight (28) days beyond the bid validity period, issued by a scheduled bank in Pakistan in favor of KW&SC, shall be attached with Bid.

The KW&SC reserves the right to reject any or all bids and to cancel the bidding process at any stage prior to award, in accordance with the Sindh Public Procurement Rules

All communications regarding issuance of the RFP, submission and opening of bids shall be directed to:

**Attention: [•] The Convener / CE (E&M)-W, KW&SC**

**Address:** Room No.07 ,Block C Ground Floor, 9<sup>th</sup> Mile Karsaz, Main Shahrah-e-Faisal, Karachi.

**Phone:** 021-99245133

**Email:** [info@kwsc.gos.pk](mailto:info@kwsc.gos.pk)

## Section II – Instructions to Consultants

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## Section II – Instructions to Consultants

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **'Authority'** means the Sindh Public Procurement Regulatory Authority (SPPRA).
- (b) Means procurement of services ascribed thereto in the RFP (including in Section II – Bid Data Sheet of the RFP Document).
- (c) **'Best Evaluated Bid'** means a bid that attains the highest score under criteria laid down in Rule 84 of the SPP Rules, read with the evaluation criteria specified in the respective bidding documents.
- (d) **'Bid'** The proposal (constituting the Technical Proposal and Financial Proposal) prepared and submitted in accordance with this RFP.
- (e) **'Bidder'** means a Person or Consortium that submits, or intends to submit, a Bid in response to this RFP Document.
- (f) **'Standard Bidding Documents'** means the documents notified by the Authority for the preparation of Bids in a uniform manner.
- (g) **'Bid Price'** means the consultancy fee for providing services under this Assignment as quoted by the Bidder in its Financial Bid.

Note: The quoted Bid Price shall form the basis for bid evaluation and shall be exclusive of any Success Fee.

- (h) **'Bidding Procedure'** or **'Bidding Process'** means the procurement procedure under which the Bids are invited, received, opened, examined, and evaluated by the Procuring Agency for the purpose of Contract award, in accordance with this RFP & SPP Rules.

- (i) **Board**' means the Public-Private Partnership Board established under Section 4 of the Sindh Public-Private Partnership Act, 2010.
- (j) **'Business Days'** means normal working days, excluding Saturday, Sunday, and any other days that are Government holidays.
- (k) **'Calendar Days'** means any day of the week, including weekends and public holidays.
- (l) **'Conditional Bid'** means a Bid that substantially limits, modifies, or contravenes any of the terms and conditions, specifications, or any of the requirements of the RFP Document.
- (m) **'Conflict of Interest'** means (i) where a Bidder provides, or could provide, or could be perceived as providing biased professional advice to the Procuring Agency to obtain an undue benefit for himself or those affiliated with him; (ii) receiving or giving any remuneration directly or indirectly in connection with the Assignment except as provided in the Contract; (iii) any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the Procuring Agency under the Contract; (iv) where an official of the Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner.
- (n) **'Consortium'** means a group of two or more Persons (which may include technical, financial, social & environmental, and legal members) lawfully associated to submit a single Bid.
- (o) **'Consultancy Service Agreement'** or **'Contract'** means the legally binding agreement, incorporating all terms and conditions (including general and special conditions, specifications, drawings, and the Terms of Reference/scope of the Assignment), to be executed between the Procuring Agency and the Bidder whose Bid is determined to be the Most Advantageous Bid, pursuant to the

selection method and criteria specified in this RFP Document and in accordance with the SPP Rules.

- (p) **'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 nongovernmental organizations.
- (q) **'Detailed Design'** means the final engineering and technical design of a Project, based on which the Project construction or development shall be undertaken by the concessionaire or Private Party following the execution of the concession agreement.
- (r) **'Data Sheet'** means the document included with the RFP as Section II, which explains the Instructions to Consultants used to reflect the instant procurement Assignment conditions.
- (s) **'Eligible Bidder'** means a Bidder whose Technical Proposal is found to meet the eligibility and technical evaluation criteria specified in this RFP Document, thereby qualifying for the opening and evaluation of its Financial Proposal.
- (t) **'Financial Bid' or 'Financial Proposal'** means the financial component of the Bid submitted by the Bidder in accordance with this RFP Document, detailing the costs for the Assignment.
- (u) **'Financial Close'** means the stage at which all loan agreements are executed with lenders and the requisite equity is arranged by the Special Purpose Vehicle/Company (SPV) of the private party (the preferred bidder for Project implementation), ensuring that the complete funding required to implement the Project is secured to the full satisfaction of

financing agreement conditions for loan disbursement.

- (v) **'Foreign Company'** means any company or corporate body incorporated outside Pakistan that has an established place of business or liaison office in Pakistan, whether directly or through an agent, physically or via electronic mode, or otherwise conducts any business activity in Pakistan
- (w) **'Government'** means Government of Sindh.
- (x) **'International Financial Institution'** means a financial institution that has been established by more than one country, such as multilateral and regional development banks.
- (y) **'Instructions to Consultants'** means the document included with the RFP as Section II, which provides the Bidders with all information needed to prepare their Bids.
- (z) **'Key Professional Staff'** or **'Key Experts'** means the core team of professionals proposed by the Bidder, possessing the requisite qualifications and experience, to undertake the key activities of the Assignment.
- (aa) **'Letter of Award'** means the formal letter of acceptance of a Bid issued by the Procuring Agency to the Bidder whose Bid has been determined to be the Most Advantageous Bid, in accordance with the criteria and other terms and conditions set forth in this RFP Document.
- (bb) **'Lead Member'** means the financial member of a Consortium (being an enterprise, firm, or company registered as a National Company with the relevant authorities in Pakistan, as applicable) designated with the primary responsibility to the Procuring Agency for leading and coordinating the execution of the entire Assignment.
- (cc) **'Letter of Invitation'** means the document included with the RFP as Section I containing the letter of invitation issued by the Procuring Agency among all the Eligible Bidders to solicit Bids in accordance with the SPP Rules.

(dd) '**Most Advantageous Bid**' means a Bid that:

- (i) meets all eligibility and qualification criteria;
- (ii) is found to be substantially responsive to all terms, conditions, and specifications set out in this RFP Document; and (iii) is evaluated as the highest-ranked Bid based on the quality and cost evaluation methodology, as further specified in this RFP Document

(ee) '**National Company**' means any any enterprise, firm, or company established or incorporated in Pakistan in accordance with applicable Pakistani laws.

(ff) '**Person**' means a consulting firm or entity (including sole proprietorship, partnership, public or private company or corporation incorporated in accordance with the applicable laws) or Consortium/ JV of such firms or entities formed in accordance with the RFP Document.

(gg) '**PPP Policy Board**' means the Board constituted under Section 4 to perform the functions outlined under Section 5 of the Sindh Public-Private Partnership Act, 2010.

(hh) '**Public Private Partnership**' or '**PPP**' means a contractual arrangement between a public sector agency and a private sector party, leveraging the expertise and resources of each partner to deliver public services or infrastructure, through an appropriate allocation of resources, risks, and rewards, to meet clearly defined public needs.

(ii) '**Private Party**' means a person who enters into a Public-Private Partnership Agreement with an Agency and includes a foreign government, or an entity owned or controlled by it, or its company incorporated under the laws of Pakistan.

(jj) '**Procuring Agency**' or '**Agency**' means the department, as identified in the Data Sheet, which issues this RFP Document, manages the Bidding Process, and will enter into the Contract with the selected Bidder

(kk) **'Project'** means a project implemented as a Public-Private Partnership in one of the infrastructure sectors listed in Schedule I of the Sindh Public-Private Partnership Act, 2010.

(ll) **'Proposals'** means the Technical Proposal and the Financial Proposal submitted by a Bidder through SPPRA EPADS in accordance with the RFP Document.

(mm) **'Request for Proposal'** or **'RFP'** means the bid document, including any addenda/ corrigenda, issued by the Procuring Agency for selection of Bidder in accordance with the SPP Rules.

(nn) **'Response Document'** means a document issued by the Procuring Agency as clarification against the prospective Bidders' queries, if any are received, in connection to the RFP Document in accordance with the SPP Rules.

(oo) **'SPP Rules'** means the Sindh Public Procurement Rules, 2010, as amended from time to time, and includes any instructions, guidelines, regulations, or orders issued thereunder.

(pp) **'Sub-Bidder'** means any person to whom the Bidder proposes to subcontract any part of the Services in accordance with the terms of this RFP Document

(qq) **'Technical Bid'** or **'Technical Proposal'** means the technical component of the Bid to be submitted by the Bidder in accordance with this RFP Document, detailing the approach, methodology, qualifications, and experience with supporting documents, as applicable, for undertaking the Assignment.

(rr) **'Terms of Reference'** or **'TOR'** means the document included as Section V of this RFP Document, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agency and the Bidder, expected results and deliverables of the Assignment, and payment mechanism to undertake the Assignment.

1.2 The words and expressions used but not specifically defined in the RFP Document shall have the same meaning as are assigned to them in the Sindh Public Procurement Act, 2009, and the Sindh Public-Private Partnership Act, 2010 (as amended). In the absence of a definition in said Acts, or rules framed thereunder, terms shall be interpreted according to their ordinary and common usage in the English language.

## **2. Introduction**

2.1 The Procuring Agency, as named in the Data Sheet, will select a Bidder in accordance with the selection method and criteria specified in the Data Sheet and this RFP Document.

2.2 Eligible Bidders (shortlisted if so as applicable and mentioned in the Data Sheet) are invited to submit a Technical Proposal and a Financial Proposals, or a Technical Proposal only, as specified in the Data Sheet. The submitted Proposal(s) will form the basis for Contract negotiations and, ultimately, for a signed Contract with the selected Bidder.

2.3 Prospective Bidders are required to thoroughly familiarize themselves with all applicable laws, rules, and the terms and conditions contained within this RFP Document and to take them into account when preparing their Proposals. Bidders are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attendance at any such pre-proposal conference is optional, unless otherwise stated in the Data Sheet. Bidders may liaise with the Procuring Agency's designated representative, named in the Data Sheet, for clarifications in accordance with the procedures outlined herein.

2.4 Bidders shall bear all costs, expenses, and liabilities associated with the preparation and submission of their Proposals and any subsequent contract negotiations. The Procuring Agency reserves the right, in accordance with the SPP Rules, to annul the Bidding Process or reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder(s) and without any obligation to inform the affected Bidder(s) of the grounds for the Procuring Agency's action.

2.5 Procuring Agency may provide facilities and inputs as specified in the Data Sheet.

## **3. Conflict of Interest**

a) Bidders/Consultants are required to provide professional, objective, and impartial advice and to

hold the Procuring Agency interests paramount. They shall strictly avoid any conflict with other assignments or their own corporate or personal interests. Bidders have an unequivocal obligation to disclose to the Procuring Agency any situation of actual, potential, or perceived Conflict of Interest that impacts, or could impact, their capacity to serve the best interest of the Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Bidder or the termination of its Contract, in addition to any other remedies available to the Procuring Agency under the SPP Rules.

- b) Without limitation on the generality of the foregoing, Bidders/ Consultants (and any of their affiliates) shall be considered to have a Conflict of Interest and shall not be eligible for award of a Contract under, inter alia, any of the following circumstances:
  - a) A Bidder/ Consultant that has been engaged by the Procuring Agency to provide goods, works, or services (other than consulting services) for a project, or any of its affiliates, shall be disqualified from providing consulting services related to those specific goods, works, or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing goods, works, or services (other than consulting services that are a natural continuation of the initial assignment, if explicitly permitted) resulting from or directly related to the firm's consulting services for such preparation or implementation.
  - b) A Bidder/ Consultants (including its personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may place it in a position of conflict with another assignment of the Consultant/Bidder being executed for the same Procuring Agency or for another Procuring Agency, if such conflict could impair its capacity to act in the best interest of the Procuring Agency.
  - c) A Consultant/ Bidder (including its personnel and sub-consultants) that has a business or family relationship with a member of the Procuring Agency's staff, or any member of a relevant committee or board of the Procuring Agency, who is directly or indirectly involved in any part of:
    - i. the preparation of the Terms of Reference for this Assignment;

- ii. the selection process for such Assignment; or
- iii. the supervision or administration of the Contract resulting from such Assignment, may not be awarded a Contract unless the conflict has been demonstrably resolved in a manner acceptable to Procuring Agency and in accordance with applicable laws.

**Conflicting Relationship**

3.2 Government officials and civil servants may only be hired as Consultants (either individually or as part of a Bidder's team) if:

- (a) They are certified to be on leave of absence without pay from their official position;
- (b) They are not being hired by the agency for which they were working immediately prior to their leave, and a minimum specified period of six months;
- (c) They submit the requisite documents as identified in the Data Sheet; and
- (d) Their employment as a Consultant would not give rise to any Conflict of Interest, actual or perceived, as defined herein or under applicable law.

**4. Fraud and Corruption**

4.1 It is the Government's and the Procuring Agency's policy to require that Bidders, Consultants, suppliers, and contractors under contracts financed by public funds observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency adheres to the SPP Rules, which define, for the purposes of this provision, the terms set forth below as '**Corrupt and Fraudulent Practices**':

- a) '**Coercive Practice**' means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party.

- b) '**Collusive Practice**' means any arrangement between two or more parties to the procurement process or contract execution designed to achieve, with or without the knowledge of the procuring agency to establish prices at artificial, non-competitive levels for any wrongful gain.
- c) '**Corrupt Practice**' means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.
- d) '**Fraudulent Practice**' means any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation.
- e) '**Obstructive Practice**' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

Pursuant to SPP Rule 35, a Procuring Agency can, *inter alia*, disqualify or blacklist a Bidder or Consultant found to be indulging in any Corrupt and Fraudulent Practices. Such debarment or blacklisting shall be duly publicized and communicated to the SPPRA. Any Bidder or Consultant subject to such action shall be accorded an adequate opportunity of being heard prior to a final decision.

## 5. Integrity Pact

- 5.1 Pursuant to Rule 89 of the SPP Rules, each Bidder (in the case of a Consortium, each member), as part of its Technical Proposal, shall be required to submit a signed copy of an Integrity Pact in the format prescribed by the Authority and attached hereto as

Appendix-A, for all procurements. Failure to submit the Integrity Pact may result in disqualification.

**6. Eligible Consultants**

6.1 If a shortlisting or pre-qualification process has been undertaken through a Request for Expression of Interest (REOI) in accordance with Rules 73 & 74 of the SPP Rules for the Contract(s) for which this RFP document is being issued, only those firms (and, in the case of Consortium, with the same partner(s) and substantially the same Consortium structure as pre-qualified/shortlisted) that were formally pre-qualified or shortlisted are eligible to submit a Bid.

6.2 Bidders/ Consultants shortlisted as a result of a prior REOI process, if any, are eligible to participate, subject to the conditions stated in 6.1.

**7. Eligibility of Sub-Consultants**

7.1 A shortlisted or pre-qualified Bidder/ Consultant (if applicable, as per ITC Clause 6) shall not be permitted to associate, for the purpose of this Bid, with other consultants or entities that participated in the shortlisting/pre-qualification process and failed to qualify, unless otherwise expressly permitted by the Procuring Agency in writing due to exceptional circumstances and in accordance with SPP Rules.

**8. Only One Proposal**

8.1 Each Bidder (including each member of a Consortium) may submit only one Bid in response to this RFP, either individually or as a partner in a Consortium. If a Bidder submits or participates in more than one Bid (either individually or as a partner in different Consortia), all such Bids involving that Bidder shall be disqualified. Furthermore, participation of the same sub-consultant, including individual experts or Key Professional Staff, in more than one Bid submitted by different Bidders is not allowed, and may result in the disqualification of such Proposals.

**9. Proposal Validity**

9.1 The The Data Sheet shall indicate the required Proposal validity period, which shall not be more than ninety (90) Days for National Competitive Bidding (NCB) and one hundred and twenty (120) Days for International Competitive Bidding (ICB), from the Bid Submission Deadline. During this period, Bidders shall maintain the availability of the Key Professional Staff nominated in their Technical Proposal. The Procuring Agency will make its best effort to complete negotiations and award the Contract within this period.

Should the need arise, however, the Procuring Agency may request Bidders, in writing, to extend the validity period of their Proposals in accordance with the SPP Rules.

- 9.2 Bidders who agree to such an extension shall confirm in writing:
  - a) Their agreement to the extension of the Bid validity; and
  - b) That they maintain the availability of all Key Professional Staff nominated in the Technical Proposal. Alternatively, if Key Professional Staff are no longer available, the Bidder may, with their confirmation of the extension, propose replacement staff of equal or superior qualifications and experience for the Procuring Agency's review and approval. Such approval shall not be unreasonably withheld. The Procuring Agency will assess such replacements to ensure the Bidder's proposal remains responsive and capable. Bidders who do not agree to an extension request have the right to refuse, and their refusal shall not result in the forfeiture of their Bid Security, though their Bid will no longer be considered for award.
- 9.3 Bidders shall submit the required Bid Security, in the amount and form specified in the Data Sheet, along with their Financial Proposal. The Bid Security shall be not less than one percent (1%) and not more than five percent (5%) of the Bid Price, as stipulated in the Data Sheet. Failure to submit an acceptable Bid Security shall result in the rejection of the Bid.

## **10. Clarification and Amendment in RFP Documents**

- 10.1 Bidders may request clarification of any part of this RFP Document in writing (or by email, as specified in the Data Sheet). Such requests must be received by the Procuring Agency at the address indicated in the Data Sheet no later than the date specified therein, which shall typically be at least five (5) Calendar Days prior to the deadline for submission of Bids. The Procuring Agency shall respond in writing (which may include email and posting on its website and/ or the SPPRA website) to such queries within three (3) Calendar Days of receipt, or as otherwise specified in the Data Sheet. The compiled queries and responses (without identifying the source of the inquiry) shall be communicated to all parties who have obtained the RFP Document directly from the Procuring Agency.

Should the Procuring Agency deem it necessary to amend the RFP Document as a result of a clarification, it shall do so following the procedure under Clause 10.2.

10.2 At any time before the deadline for submission of Bids, the Procuring Agency may amend this RFP Document by issuing an addendum or corrigendum in writing. Any such addendum or corrigendum shall be considered an integral part of the RFP Document and will be communicated in writing (email or registered post or courier and posting on its website and the SPPRA website) to all Bidders who have obtained the RFP Document. Bidders shall acknowledge receipt of all amendments in writing to the Procuring Agency. To give Bidders reasonable time to take an amendment into account in preparing their Bids, the Procuring Agency may, at its discretion, particularly if the amendment is substantial, extend the deadline for the submission of Bids in accordance with the SPP Rules.

## **11. Preparation of Proposals**

11.1 In preparing their Proposal, Bidders are expected to examine in detail all sections and requirements of this RFP Document. Material deficiencies in providing the information requested (including, but not limited to, deviations from scope, insufficient demonstration of experience, lack of qualification of personnel, or non-compliance with eligibility criteria or minimum qualification score) may result in the rejection of a Bid.

11.2 The estimated number of professional staff month of the budget required for executing the assignment should be shown in data sheet but not both, on the professional staff month or budget estimated by the consultant

## **12. Language**

12.1 The Proposal, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency, shall be written in the language specified in the Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the Data Sheet, in which case, for purposes of interpretation of the Bid, the language specified in the Data Sheet for translation shall govern. While not mandatory, it is desirable that the Bidder's Key Professional Staff

possess a working knowledge of regional languages of Pakistan relevant to the Assignment's location.

**13. Technical  
Proposal Format  
and Content**

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

- (a) If a considers that it does not possess all the requisite expertise for the Assignment, it may associate with other firms or entities in a Consortium or through a sub-consultancy arrangement, as appropriate and permissible under the Data Sheet, to achieve a full range of expertise. International Consultants are encouraged to seek the participation of local Pakistani Consultants by entering a partnership as a Consortium or subcontracting part of the Assignment, subject to SPP Rules and any specific requirements in the Data Sheet.
- (b) For Assignments on a staff-time basis, the estimated number of professional staff-months, if provided, will be given in the Data Sheet. The Bidder's proposal shall, however, be based on the number of professional staff-months estimated by the Bidder itself as necessary to complete the Assignment. For fixed-budget based assignments, the available budget will be stated in the Data Sheet, and the Bidder's Financial Proposal shall not exceed the budget.
- (c) It is desirable that majority of the Key Professional Staff proposed are permanent employees of the Bidder or have an established and stable working relationship with the Bidder or its constituent members (in case of a Consortium/JV).
- (d) Proposed Key Professional Staff must, at a minimum, possess the experience and qualifications indicated in the Data Sheet and/or Terms of Reference, preferably including experience working under similar geographical and contextual conditions.
- (e) Alternative professional staff for any single position shall not be proposed, and only one Curriculum Vitae (CV) shall be submitted for each Key Professional Staff position identified

13.2 Depending upon the nature of the Assignment, the Consultant shall provide the following information on standard forms (provided in Section III of the RFP Document) using a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as indicated in the Data Sheet:

- (a) A brief description of the Consultant organization and an outline of recent experience on assignments of a similar nature – for each assignment, the outline should indicate, *inter alia*, duration of the assignment, contract amount (if possible), and firm's involvement (**Form TECH-2**).
- (b) 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**).
- (c) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (**Form TECH-5**).
- (d) CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the Proposal. Key information should include the number of years working for the Consultant and the degree of responsibility held in various assignments as indicated in the Data Sheet (**Form TECH-6**).
- (e) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the Assignment, showing the time proposed for each professional staff team member (**Form TECH-7**).
- (f) A detailed description of the proposed methodology, work plan for performing the Assignment, (**Form TECH-4**).
- (g) Any additional information and documents requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information. Any Technical Proposal containing financial information may be declared non-responsive.

**14. Financial Proposal**

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section IV of this RFP Document). It shall list all costs associated with the Assignment, including, but not limited to:

- (a) Remuneration for staff (distinguishing between international, national, field, and home office rates, as applicable and specified in the Data Sheet or forms); and
- (b) Reimbursable expenses as indicated and defined in the Data Sheet (if and as applicable, e.g., travel, accommodation, report printing, etc.).

Alternatively, if so permitted or required by the Data Sheet, the Bidder may provide its own detailed list of costs aligned with the prescribed structure. If appropriate, these costs should be broken down by activity and deliverable. All activities and items described in the Technical Proposal must be priced separately in the Financial Proposal. Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be deemed to be included in the prices of other activities or items.

**15. Taxes**

15.1 The selected Bidder and its personnel will be responsible for payment of all applicable taxes (including but not limited to income tax, sales tax, stamp duty, and service charges) levied by the federal, provincial, or local governments in Pakistan, at the rates prevailing on the date of invoicing or payment as per applicable tax laws, or as stipulated in the Contract, unless the Bidder or the Assignment is expressly exempted by a competent tax authority under relevant law. The Procuring Agency may deduct applicable withholding taxes at source as per prevailing tax laws.

**16. Submission, Receipt, and Opening of Proposals**

16.1 The Bidder (or in case of a Consortium, any Consortium Member) shall register itself as a 'SUPPLIER' on SPPRA EPADS by creating a dedicated account. The Bidder is responsible for ensuring its compliance with this requirement prior to the submission of its Bid. The Bid shall be submitted

by a Bidder (or in the case of a Consortium, by any Consortium Member on behalf of the Lead Member) through its designated account registered on SPPRA EPADS in accordance with any instructions set out in RFP.

- 16.2 In accordance with instruction to Bidders, the Technical Proposal shall be in PDF clearly marked 'TECHNICAL PROPOSAL' and the Financial Proposal shall also be in PDF clearly marked 'FINANCIAL PROPOSAL'.
- 16.3 Any Bidder (including a Consortium Member) who submits or participates in more than one (1) Bid shall be disqualified.
- 16.4 All Bidding Forms forming part of the Technical Proposal and the Financial Proposal, as specified in the RFP are to be properly completed and signed. No alteration is to be made in the Letter of Financial Proposal, Letter of Technical Proposal or in the Bidding Forms, except in filling up the blanks as directed. If any alteration is made or if these instructions have not been fully complied with, the Bid may be rejected.
- 16.5 Bids shall be submitted electronically by the Bidders via the SPPRA EPADS, except for the original Bid Security which shall be submitted: (a) through courier/express mail; or (b) by hand, or on before the Bid Submission Date at the address indicated in the Data Sheet.

## **17. Proposals Evaluation**

- 17.1 From the time the Proposals are opened to the time the Contract is awarded, Bidders should not contact the Procuring Agency or any of its officials or evaluators on any matter related to their Technical and/or Financial Proposal, except for formally seeking or providing clarifications as permitted under this RFP. Any effort by a Bidder to influence the Procuring Agency in the examination, evaluation, ranking of Proposals, or recommendation for award of Contract may result in the immediate rejection of that Bidder's Proposal and may also lead to other penalties as per SPP Rules.
- 17.2 Evaluators of Technical Proposals shall not have access to the Financial Proposals until the technical evaluation process, including any required approvals, is formally concluded and the results announced.

## **18. Evaluation of Technical Proposals**

- 18.1 The evaluation committee, appointed by the Procuring Agency, shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and

by applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical qualifying score indicated in the Data Sheet or is found to be non-responsive to material requirements of the RFP Document.

In the case of Quality-Based Selection (QBS), Selection Based on Consultant's Qualifications (CQS), and Single-Source Selection (SSS), the highest-ranked Consultant or the firm selected on a single-source basis (as applicable per the selection method) is invited to negotiate its Proposal and the Contract, based on both the Technical Proposal and the (subsequently opened) Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals: (Applicable for Least Cost Selection (LCS), Quality and Cost-Based Selection (QCBS), and Fixed Budget Selection (FBS) Methods Only)**

- 18.2 After the technical evaluation is completed, the Procuring Agency shall notify the Consultants in writing that they have secured the minimum qualifying marks/points, the date, time, and location, allowing a reasonable time for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.
- 18.3 Financial Proposals of those Bidders whose Technical Proposals failed to meet the eligibility criteria or did not secure the minimum qualifying technical score shall be returned unopened to them after the bid validity period expired or Contract awarded to the successful Bidder.

**19. Evaluation of Financial Proposals**

- 19.1 Financial Proposals shall be opened publicly in the presence of the Bidders designated representatives who choose to attend. At the opening, the names of the Bidders whose Technical Proposals met the minimum qualifying score, their technical scores, and the presence of their Financial Proposal will be announced. The Financial Proposal of each technically qualified Bidder will then be inspected to confirm that it has remained sealed and unopened. These Financial Proposals will then be opened one by one. The Bidder's name and total proposed Bid Price from each Financial Proposal shall be read aloud and recorded.

19.2 The Bid Evaluation Committee will examine the submitted Financial Proposals to confirm they are complete and to correct any computational errors. When correcting computational errors:

- a) In case of a discrepancy between a partial amount (e.g., sub-total or unit price multiplied by quantity) and the total amount, the partial amount or the result of the unit price multiplication shall prevail, and the total amount shall be corrected accordingly, unless, in the opinion of the Bid Evaluation Committee, there is an obvious misplacement of the decimal point in a unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected.
- b) In case of a discrepancy between amounts in words and amounts in figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.
- c) Activities, services, and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities, services, or items. No separate payment will be made for items not priced.

19.3 **Quality and Cost-Based Selection (QCBS) Method:**

If the QCBS method is specified in the Data Sheet, the lowest evaluated Financial Proposal (Fm) from a technically qualified Bidder shall be awarded the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other technically qualified Financial Proposals shall be computed as indicated in the Data Sheet, typically utilizing the formula:  $Sf=100\times Fm/F$ , where F is the evaluated price of the Financial Proposal under consideration. Proposals shall subsequently be ranked according to their combined technical (St) and financial (Sf) scores, using the weights (T = the weight assigned to the Technical Proposal; P = the weight assigned to the Financial Proposal; wherein T + P = 100%) indicated in the Data Sheet. The combined score (S) shall be calculated as follows:  $S = (St \times T/100) + (Sf \times P/100)$ . The Bidder

achieving the highest combined technical and financial score (S) shall be deemed to have submitted the Most Advantageous Bid and shall be invited for negotiations or Contract signing, as applicable.

**19.4 Fixed-Budget and Quality-Based Selection Method:** In the instance of Fixed-Budget and Quality-Based Selection, the Procuring Agency shall select the Bidder that submitted the highest-ranked Technical Proposal.

## **20. Negotiations**

20.1 Negotiations shall be conducted on the date and at the address stipulated in the Data Sheet. The invited Bidder shall, as a prerequisite for attendance at said negotiations, confirm the availability of all Key Professional Staff enumerated in its Proposal. Failure to satisfy such a requirement may result in the Procuring Agency proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must possess written authorization to negotiate and conclude a Contract.

## **21. Technical Negotiations**

21.1 Technical Negotiations shall encompass a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions proffered by the Bidder to improve the Terms of Reference. The Procuring Agency and the Bidder shall finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting mechanisms. These documents shall subsequently be incorporated into the Contract as the **'Description of Services'**. Minutes of negotiations, duly signed by the Procuring Agency and the Bidder, shall become an integral part of the Contract.

## **22. Financial Negotiations**

22.1 If applicable, it shall be the responsibility of the Bidder, prior to the commencement of financial negotiations, to contact the relevant local tax authorities to ascertain the tax liability to be borne by the Bidder under the Contract. Financial negotiations shall include, if necessary, clarification of the Bidder's tax liability and the manner in which such liability shall be reflected in the Contract and shall also reflect any agreed-upon technical modifications in the cost of the services. The Bidder shall provide the Procuring Agency with information on remuneration rates as described in the Appendix attached to Section IV (Financial Proposal - Standard Forms of this Request for Proposal (RFP)).

**23. Availability of Professional Staff/ Experts**

23.1 Having selected the Bidder based, inter alia, upon an evaluation of the proposed Key Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Key Professional Staff named in the Technical Proposal. Prior to Contract negotiations, the Procuring Agency shall require assurance that the Key Professional Staff will be available. The Procuring Agency shall not consider substitutions during Contract negotiations unless it is mutually agreed by both parties that undue delay in the selection process renders such substitution unavoidable, or for reasons such as death or medical incapacity of the proposed personnel. If this is not the case, and if it is established that Key Professional Staff were included in the Proposal without confirmed availability, the Bidder may be disqualified. Any proposed substitute, if accepted by the Procuring Agency, shall possess qualifications and experience equivalent to or exceeding those of the original candidate and must be submitted by the Bidder within the period specified in the letter of invitation to negotiate.

**24. Award of Contract**

24.1 Subsequent to the completion of negotiations, if any, the Procuring Agency shall award the Contract to the selected Bidder. Within fifteen (15) days of the execution of the Contract, the Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the results of the Bidding Process. Such publication shall identify the Bid by its procurement identifying number, if any, and shall include information such as the evaluation report, the form of contract, the letter of award, and the bill of quantities or schedule of requirements, as may be applicable.

24.2 Prior to the execution of the Contract, the Bidder shall be required to submit a performance security at the rate stipulated in the Data Sheet.

24.3 The Bidder shall commence the Assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

25.1 Information pertaining to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to Bidders who submitted Bids, or to other persons not officially concerned with the procurement process, until the publication of the bid evaluation results or the award of the Contract. Any unauthorized use of confidential information related to the

procurement process by any Bidder may result in the rejection of its Proposal.

## Section II – Instructions to Consultants

### Bid Data Sheet

*The following specific data for the Services to be procured under this Assignment shall complement, supplement, or amend the provisions in the Instructions to Consultants (ITC). Whenever there is a conflict, the provisions herein shall prevail over those in the Instruction to Consultants (ITC).*

ITC Ref.	Description
ITC 2.1	<p><b>The Procuring Agency is</b> Karachi Water &amp; Sewerage Corporations (KW&amp;SC)</p> <p><b>The Assignment title is:</b> Transaction advisory services for upgradation/development of water pumping stations (and allied power infrastructure intake chamber Rising mian forbey at Dhabeji Pumping Complex under Public Private Partnership mode</p> <p><b>The Market approach is:</b> National competitive bidding – open to all the Eligible Bidders (individual firms or Consortia)</p> <p><b>The Bidding Procedure:</b> Single stage two envelope in accordance with terms Rule 46(2) read with Rule 75(2), using the Quality and Cost Based Selection (QCBS) Method as prescribed under Rule 72(3) of the SPP Rules</p>
ITC 2.2	<p><b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes – Technical and Financial Proposals, as mentioned under ITC Clauses 16.2 &amp; 16.3 of Data Sheet, and as identified in the RFP, through the SPPRA EPADS.</p>
ITC 2.3	<p><b>A pre-proposal conference (pre-bid meeting) will be held:</b> Yes</p> <p><b>Date:</b> 22.01.2026  <b>Time:</b> 11.am  <b>Address:</b> Room No.07 Block C Ground Floor, 9<sup>th</sup> Mile Karsaz, Main Shahrah-e-Faisal, Karachi.</p>
ITC 2.5	<p><b>The Procuring Agency may provide facilities and inputs that may include:</b></p> <ul style="list-style-type: none"> <li>• Access to the relevant reference documents or information;</li> <li>• Access to the Project existing sites, if any, as part of Assignment;</li> <li>• Feedback and approvals on relevant reports from time to time;</li> </ul>

- Any other support needed for the Assignment smooth execution.

<b>ITB 5.1</b>	Bidder (in the case of a Consortium, each member thereof) shall undertake to sign an <b>Integrity Pact</b> as per the prescribed format and in accordance with the instructions outlined in this RFP Document.
<b>ITC 6</b> <b>ITC 7</b>	<b>Shortlisted Consultants may associate with other shortlisted Consultants:</b> Not applicable – the Bidding Process is open to all the Eligible Bidders.
<b>ITC 8.1</b>	Alternative bids <b>shall not</b> be considered.
<b>ITC 9.1</b>	The Proposals must remain valid for <b>ninety (90) days</b> effective from the Technical Bids' opening date.
<b>ITC 9.2</b>	The original Financial Proposal must contain a <b>bid security</b> equivalent to <b>not less than 5% of the total quoted bid price</b> in the form of a <b>Deposit at Call or Pay Order or Demand Draft or a Bank Guarantee</b> , valid for a period of twenty-eight (28) days beyond bid validity period, issued by a scheduled bank in Pakistan in favor of ' <b>Karachi Water and Sewerage Corporation</b> '.
<b>ITC 10.1</b>	<b>Clarifications may be requested not later than</b> five Calendar Days prior to the date of opening of bids. <b>The address for requesting clarifications is:</b>  <b>Attention: C.E (E&amp;M)-W / Convener</b> <b>Address:</b> <b>Room No.07 Block C Ground Floor 9<sup>th</sup> Mile Shahra-e-Faisal</b> <b>Karsaz Karachi</b> <b>Phone: 0300-2427664</b>

**Note:** The Procuring Agency will issue clarifications against the prospective Bidders' written queries if any are received within the time ('**Response Document**'). The Response Document(s) will be posted on the Procuring Agency's website, and the same will be communicated to the prospective Bidders who obtained the RFP Document directly from the Procuring Agency. The prospective Bidders are required to regularly access the websites to ensure seeking such updates relating to the Assignment; alternatively, the prospective Bidders may confirm their intention to Bid by sending an email containing the subject **Dhabeji Project** addressed at the email above for receiving updates issued by the Procuring Agency before the Bids Submission Deadline.

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<b>ITC 10.2</b>	Any information deemed necessary to extend the Bid Submission Deadline or amend the RFP Document subsequent to its issuance and prior to the Bid Submission Deadline shall be circulated through an advertising notice in newspapers and posted on the SPPRA and Procuring Agency websites, in accordance with the SPP Rules. The Procuring Agency shall similarly communicate this information to all prospective Bidders who have obtained the RFP Document, in line with ITC Clause 10.1 of this Bid Data Sheet.
<b>ITC 12.1</b>	The language of the submitted Proposal shall be in <b>English</b> . All correspondence exchanges shall be in <b>English</b> . Translation of supporting documents/ literature shall be in <b>English</b> .
<b>ITC 13.1(a)</b>	<b>Maximum number Consortium total members shall be:</b> Four (4)
<b>ITC 1.1(n)</b>	This shall include the Lead Member (compulsory being a financial member), technical members, and legal member of Consortium.
<b>ITC 1.1(bb)</b>	
	In the case of a Consortium, the Technical Proposal shall be accompanied by a certified true copy of the <b>Consortium Agreement</b> that shall contain the following requirements:
	<ol style="list-style-type: none"><li>i. The date and place of execution of the Consortium Agreement;</li><li>ii. The purpose of the Consortium (which must include details of the contract's scope for which the Consortium is submitting a Bid);</li><li>iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the Assignment (it is expected that the Consortium's Lead Member would be authorized to incur liabilities, receive instructions, and manage all reporting requirements on time, for and on behalf of all members of the Consortium);</li><li>iv. Delineation of duties, responsibilities, and scope of work to be undertaken by each member of the Consortium for the proposed services;</li><li>v. An undertaking that the constituent firms are jointly and severally liable to the Procuring Agency for the performance of services;</li><li>vi. The duties, responsibilities, and powers of the Lead Member; and</li><li>vii. The authorized representative of the Consortium.</li></ol>
<b>ITC 13.2</b>	<b>The format of the Technical Proposal to be submitted is:</b> A Full Technical Proposal (FTP) containing all requisite information, including, but not limited to, a description of the approach, methodology, work plan for performing the Assignment, team composition, task assignments, work schedule, Curricula Vitae (CVs) of the proposed Key Professional Staff, details of the Bidder's organization(s) and experience(s), comments on the Terms of Reference, and comments on the counterpart staff and/ or facilities. Submission of Technical Proposal in any other format shall lead to Bid being deemed non-responsive to RFP Document's requirements.

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**ITC 13.2(f) Training is a specific component of this Assignment: No**

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**ITC 14.1** Bidders shall quote their Bid Price in **Pak Rupees (PKR)**, using the standard forms as applicable, while submitting Bids to the Procuring Agency. The quoted Bid Price shall form the basis for bid evaluation and shall be exclusive of any Success Fee.

The Contract shall be on a **fixed price or lump sum basis**, payable to the Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, subject to the satisfactory completion of respective milestones as specified in the Terms of Reference within this RFP Document.

In addition to the quoted Bid Price, a **Success Fee** shall be payable to the winning Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, at the time of signing of Concession Agreement @ 0.5% of EPC cost from the preferred bidder.

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**ITC 15.1** **Amounts payable by the Procuring Agency to the Bidder** under the Contract are subject to local taxation, stamp duty, and service charges, as applicable at the Bid Submission Deadline. The Bidder shall incorporate all the applicable taxes into the Bid Price, subject to any exemption explicitly stated therein; otherwise, the Procuring Agency shall presume that such applicable taxes are included in the Bid Price.

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**ITC 16.2** Consultants submit only one (01) Bid, comprising of one (01) Technical Proposal (PDF format) and one (1) Financial Proposal (PDF format), along with other documents (as applicable), as identified in the RFP, through the SPPRA EPADS and other information as provided under ITC Clause 16.3.

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**ITC 16.4 For Bids submission and opening purposes only, the Procuring Agency's address is:**

**Attention: CE (E&M)-W / Convener**

**Address:** Room No.07 Ground Floor Block C 9<sup>th</sup> Mile Karsaz, Main Shahrah-e-Faisal, Karachi

**City:** Karachi

**Phone:** 02199245133

**The deadline for Proposal submission and opening is:**

**Date: Tuesday 03<sup>rd</sup> February 2026**

**Time: 12.00 Noon**

**SPPRA Submission Link**

**PPRA :: Public Procure**

<https://portalsindh.eproc>

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**ITC 16.5 Eligibility Criteria:** The Bidder (whether an individual firm or Consortium) shall qualify the following eligibility requirements as of the Bid Submission Deadline for further assessment (**technical evaluation and marking**):

- **Nationality:** Bidder (in case of Consortium, the Lead Member) must be incorporated or established in Pakistan, as evidenced by its registration documents (Memorandum & Articles of Association or equivalent documents constitutional documents as applicable under the law);
- **Registration:** Bidder (in case of a consortium, each member as applicable) must possess valid registration with: (i) Federal Board of Revenue (FBR); (ii) Sindh Revenue Board (SRB) or relevant provincial tax authority; and (iii) Pakistan Engineering Council as Consulting Engineers, as applicable to the services.
- **Active Taxpayer:** Bidder (in case of Consortium, each member) be on the Active Taxpayer List of the FBR and have filed income tax returns for the last three (5) years;
- **Power of Attorney and Consortium Agreement:** Bidder (in case of Consortium, each member) shall submit a power of attorney, as required by this RFP Document, for the authorized signatory. Additionally, a Bidder applying as a Consortium shall submit the Consortium Agreement with its Technical Proposal;
- **Financial Turnover:** Bidder must have an average annual financial turnover of at least PKR 1000 million during the last three years, verifiable from financial statements audited by a certified chartered accounting firm in Pakistan or as applicable. In the case of a Consortium, the Lead Member must individually demonstrate an average annual financial turnover of at least PKR 1000 million, and the other members of the Consortium collectively must demonstrate an average annual financial turnover of at least PKR 500 million during the last three (3) financial years
- **Experience:** Bidder (in case of Consortium, technical member) must have successfully completed at least two (3) assignment related to conducting feasibility study or technical due diligence or master planning or designing and construction supervision or rehabilitation or expansion of infrastructure development projects relating to power and/or water project's for public sector organizations only.
- **Key Professional Staff:** Bidder (in case of Consortium, any member, as applicable) must possess and shall propose all **eligible** Key Professional Staff as listed under Technical Evaluation Criteria. Each Consortium member firm must assign at least one (1) Key Professional Staff, and the Lead Member firm shall assign at least two (2) Key Professional Staff members to be Assignment;
- **Government Owned Organization:** If a Bidder (in case of Consortium, any member) is a government-owned organization,

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it must demonstrate that it is: (i) legally and financially autonomous; and (ii) operates under commercial law;

- **Conflict of Interest:** Bidder (in case of Consortium, each member) must not have any Conflict of Interest arising from prior or existing contracts or relationships, which could materially affect its potential involvement or its ability to comply with the obligations set out herein with respect to this Assignment;
- **Non-performing Contracts and Litigation History:** Bidder (in case of Consortium, each member) must provide details of: (i) non-performing contracts, along with cogent reasons for such non-performance; and (ii) any disputes, litigation, or arbitration cases currently in progress or pending adjudication (if any);
- **Non-blacklisting/ Non-debarment:** Bidder (in case of Consortium, each member) must not be: (i) blacklisted by any public sector organization and IFIs; (ii) debarred by the Procuring Agency as of the Bid Submission Deadline; (iii) currently subject to bankruptcy or liquidation proceeding; and (iv) convicted of fraud, corruption, collusion, or money laundering.

**Key Professional Staff Eligibility:** Refer **Technical Evaluation Criteria (ITC 18.1)**

**Technical Evaluation Criteria:** Refer to **Technical Evaluation Criteria (ITC 18.1)**

**The prospective Bidders must carefully read and note the following conditions, which form an integral part of the evaluation criteria:**

- i. Foreign entities participating in the Bidding Process as Consortium members (excluding the Lead Member) must provide relevant registration documents and other applicable evidence from their respective regulatory and/or registration bodies in their home country;
- ii. The credentials and experience of sub-consultants are not eligible for scoring. Furthermore, the global experience of a parent company or associated firms abroad is not eligible for scoring unless the foreign company itself is a formal member of the Bidding Consortium;
- iii. The Procuring Agency shall consider the Bidder's experience to the extent of contracts directly awarded in Bidder's name (not that of their staff, or any parent or subsidiary company). Secondly, claimed experience or contracts (including respective milestones) must have been satisfactorily completed, as evidenced by supporting documents submitted with the Proposal;
- iv. Any Conditional Bid submitted by a Bidder shall be treated as non-responsive during the evaluation of Technical or Financial Proposal, as the case may be;
- v. If a Consultant is notified as qualified and awarded the Contract based on the experience of a Foreign Company within its Consortium, then requisite Professional Staff from that Foreign

Company must be available (physically or virtually, as required by the Procuring Agency) during contract negotiations, if any are held, and must be fielded along with other Consortium members during the execution of targeted milestones.

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**Eligibility Criteria (Mandatory Documents)**

**ITC 18.1** Bidder (in the case of a consortium, each member as applicable) must enclosed, along with technical proposal, copies of the following documents including but not limited to(refer to eligibility and technical evaluation criteria for further details.

- i. Documents checklist, properly filled and duly signed and stamped by the Bidder's authorized representative (**Appendix – D**);
- ii. Registration details, including Memorandum & Articles of Incorporation (or equivalent documents of constitution/association) and documents of registration of the legal entity (including NTN, SRB, and PEC registration, as applicable);
- iii. Company profile, describing the nature of business and field of experience;
- iv. Consortium Agreement in consonance with ITC Clause 13.1(a) of this Bid Data Sheet (**in case of a Consortium only**);
- v. Power of Attorney (**Appendix – C**);
- vi. Integrity Pact (**Appendix – A**);
- vii. Audit reports, including balance sheets, income statements, and cash flow statements for the last three (3) years, duly issued and verified by a certified chartered accounting firm;
- viii. Income tax returns filed for the last three (3) years;
- ix. Confirmation of submission of the Bid security financial instrument (without disclosing the amount thereof in the Technical Proposal);
- x. Qualification record indicating contracts scope and references proving completion of the requisite number of contract(s) within the last fifteen (15) years;
- xi. Work orders, contract agreements with a clear scope of work, and completion certificates (or any other substantial evidence sufficient to prove the completion of claimed experience);
- xii. CVs along with the latest educational degree or certificate of the Key Professional Staff dedicated to this Assignment;
- xiii. Details of historical contracts non-performance, if any, with reasons leading to such non-performance;
- xiv. Litigation history, including details of pending cases and the nature of such litigations;
- xv. An affidavit confirming that the Bidder (in case of Consortium, each member) is not blacklisted by any public or private sector organization (**Appendix-B**);
- xvi. Any other document, including Bid Forms and referred to in the ITC, associated with qualifying the eligibility criteria, technical evaluation criteria, and other terms and conditions.

**The prospective Bidders must read carefully and note the following conditions relating to an integral part of the evaluation criteria:**

- i. Any Foreign Company participating in the Bidding Process as a Consortium member (other than the Lead Member) shall submit

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relevant documents issued by respective authorities/jurisdiction of its home country;

- ii. In case a Bidder has proposed a Key Professional Staff member from a public sector organization, a '**No Objection Certificate**' issued by such organization must be enclosed with the proposed individual's CV for the purpose of attaining points under the technical evaluation;
- iii. Bidder (whether an individual firm or Consortium) must provide valid documents against each criterion/sub-criterion as required for qualifying under the eligibility and technical evaluation criteria. **Proposal received with incomplete document(s) or without concrete evidence(s) as required under the RFP Document, including those specifically mentioned under the RFP Documents Checklist, shall be marked as disqualified or assigned zero marks, as applicable;**
- iv. The Procuring Agency reserves the right to cross-verify information or request additional information/documents if deemed necessary during the Bidding Process to ensure the reliability of information and capability of the Bidder. Non-submission by the Bidder of required document(s) or information within the specified timeframe may result in disqualification or non-scoring of a particular credential, as applicable;
- v. The Procuring Agency shall not consider any revised document or any unsolicited information relating to eligibility and technical evaluation criteria provided by a Bidder against its submitted Proposal during the Proposal evaluation stage for the purposes of its qualification and the assignment of marks. In other words, only those projects, staff, etc., that are part of, or proposed along with, the originally submitted Proposal at the time of the Bid Submission Deadline will be considered.

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**ITC 19.4** **The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100 points.**

**The formula for determining the financial scores (Sf) of all other Proposals is calculated as follows:**

$Sf = 100 \times Fm / F$ , in which "Sf" is the financial score of the Proposal under consideration, "Fm" is the price of the lowest evaluated Financial Proposal, and "F" is the price of the Financial Proposal under consideration.

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**The weights given to the Technical (St) and Financial (Sf) Proposals are:**

T (Technical) = 0.80 and P (Financial) = 20, (Where T + P = 1)

**Proposals are ranked according to their combined technical score (St) and financial score (Sf) using these weights, as follows:**

Combined Score S = (St x T%) + (Sf x P%)

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<b>ITC 20.1</b>	<b>The expected date and address for contract negotiation</b> will be informed later or immediately after the issuance of the Letter of Award to the Bidder whose bid shall be determined to be the Most Advantageous Bid. Negotiations will be held at the [ Convener Office]
<b>ITC 23.1</b>	
<b>ITC 24.1</b>	The Procuring Agency shall <b>award the procurement Contract</b> to the Bidder that qualifies the eligibility or preliminary evaluation criteria and attains the highest combined technical and financial score, determined using the <b>Quality &amp; Cost Based Selection (QCBS) method – Most Advantageous Bid.</b>
<b>ITC 24.2</b>	The successful Bidder, whose Bid shall be determined and declared by the Procuring Agency as the Most Advantageous Bid, shall, upon receiving the Letter of Award, be required to furnish <b>performance security</b> equivalent to Five percent (5%) of the Contract or Bid Price. This security shall be in the form of a <b>Bank Guarantee</b> , valid for a period of twenty-eight (28) days beyond the specified Contract duration, issued by a scheduled bank in Pakistan in favor of <b>[KW&amp;SC]</b>
<b>ITC 24.3</b>	<b>The expected date for commencement of services</b> - immediately after the signing of the Contract by both parties.

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Technical Evaluation Criteria (ITC 18.1)			Max Points
Sr.	Sub-Criteria and Points		
1. <b>Firm's experience</b>	<p>i. Points for a specific project or milestone completed by Consortium members will be assigned only once. Furthermore, if a milestone is completed or achieved through a specific Consortium member firm (e.g., a legal or financial firm), points will be allocated to that Consortium member firm exclusively, contingent upon said firm's participation as a Consortium member in this procurement process.</p> <p>ii. Individual milestones within a single project, whether of a similar or varied nature, will be assessed separately for the purpose of awarding points.</p> <p>iii. Bidder's experience will be evaluated based on completed milestones for projects undertaken for public sector organizations only.</p> <p>iv. Scores will be awarded to a Bidder based on verifiable milestones achieved for a project. Acceptable verification includes submitted work orders, contract agreements (clearly defining the scope of work), completion certificates, or other substantial evidence acceptable in lieu of completion certificates.</p> <p>v. For projects or assignments completed in currencies other than PKR, the historical exchange rate prevailing on the completion date of the respective milestone, as notified by the State Bank of Pakistan, will be utilized for conversion to PKR.</p> <p>vi. Points for completed projects or assignments will be awarded only once under the relevant category (i.e., either general or relevant experience), provided the project or assignment meets the stipulated criteria for that category.</p> <p>vii. Bidders must provide all supporting documents and evidence of experience and</p>	<b>1.1 General Experience (Maximum points = 18)</b>	
		<b>1.1.1</b> Bidder's (in case of a Consortium, technical members) experience in completing feasibility study and Transaction Advisory services for infrastructure projects <sup>1</sup> with minimum contract value PKR 1000 Million or project's minimum estimated value of PKR 10,000 million, undertaken within the last ten (10) years <b>[4 points for each project]</b>	
		<b>1.1.2</b> Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (bid document and draft agreement) for an infrastructure development project with each assignment's minimum contract value of PKR 500 million or project's minimum estimated value of PKR 10,000 million undertaken during the last ten (10) years <b>[2.5 points for each project]</b>	
		<b>1.1.3</b> Bidder's (in case of a Consortium, financial member) experience in developing financial feasibility including financial modelling and/ or project structuring for infrastructure development projects with each assignment's minimum contract value of PKR 500 million or project's minimum estimated value of PKR 5,000 million, undertaken within the last ten (10) years <b>[2.5 points for each project]</b>	
		<b>1.2 Relevant Experience (Maximum Points = 42)</b>	
		<b>1.2.1</b> Bidder's (in case of a Consortium, technical member) experience in conducting feasibility study or technical due diligence or designing and construction supervision or rehabilitation or expansion of infrastructure development projects relating to water sector project's minimum estimated value of PKR 10,000 million completed during the last fifteen years (15) years <b>[4 points for each project]</b>	
		<b>1.2.2</b> Bidder's (in case of a Consortium, legal member) experience in preparing bidding package (including RFP and draft PPP concession agreement, incorporating key performance indicators and risk-sharing mechanisms) for a PPP project with each project's minimum cost of PKR 10,000 million completed within the last fifteen (15) years <b>[3 points for each project]</b>	

<sup>1</sup> Infrastructure project includes canals, dams, power generation, sewerage, drainage, bridge, highway, motorways, communication, power, aviation, railroad, road, waste, tourism, urban development, industrial zones, water infrastructure.

	<p>clearly reference these documents within the Checklist submitted as part of the Technical Proposal.</p>	<p><b>1.2.3</b> Bidder's (in case of a Consortium, Lead Member) experience in developing the project with end-to-end advisory including carrying out feasibility study, preparing financial model, preparing transaction structuring, arranging debt and achieving financial close for PPP project, with each project's minimum estimated value of PKR 10,000 million completed within the last fifteen (15) years <b>[6 points for each project]</b></p>	<b>24</b>																																							
<b>Total Points (General and Relevant Experience)</b>			<b>60</b>																																							
<b>2. Key Professional Staff (Max Points = 24)</b>	<p><b>Note:</b> The proposed staff (Financial, Technical, and Legal) must qualify the following requirements to be eligible for attaining the points as detailed in this section (refer to the subsequent table illustrating the points weightage allocated to each staff member based on qualification and relevant experience):</p> <p>The individual must not exceed sixty (70) years of age as of the Bid Submission Deadline;</p> <p>The individual must possess valid registration with relevant professional bodies (PEC, ICAP, PCATP), as applicable under the laws or by-laws of their respective country. The proposed staff's registration number with the pertinent regulatory bodies, where applicable, must be stated in the CV;</p> <p>Points will be awarded based on the individual meeting the minimum qualification and experience criteria specified in the scoring table herein</p>	<p><b>2.1 Financial Team:</b></p> <table border="1"> <tr> <td>i.</td> <td>Financial Team Leader</td> <td>4.0 points</td> </tr> <tr> <td>ii.</td> <td>Project Finance Specialist</td> <td>3.0 points</td> </tr> </table> <p><b>2.2 Technical Team:</b></p> <table border="1"> <tr> <td>i.</td> <td>Technical Team Leader</td> <td>3.0 points</td> </tr> <tr> <td>ii.</td> <td>Hydraulic Expert</td> <td>2.0 points</td> </tr> <tr> <td>iii.</td> <td>Structural Design Engineer</td> <td>1.0 points</td> </tr> <tr> <td>iv.</td> <td>Mechanical Design Engineer</td> <td>2.0 points</td> </tr> <tr> <td>v.</td> <td>Chemical Design Engineer</td> <td>2.0 points</td> </tr> <tr> <td>vi.</td> <td>GIS Expert</td> <td>1.0 points</td> </tr> <tr> <td>Vii</td> <td>Social Safeguard Expert</td> <td>1.0 points</td> </tr> <tr> <td>viii.</td> <td>Quantity Surveyor</td> <td>0.5 points</td> </tr> <tr> <td>IX.</td> <td>Environment Expert</td> <td>0.5 points</td> </tr> </table> <p><b>2.3 Legal Team:</b></p> <table border="1"> <tr> <td>i.</td> <td>Legal Team Leader</td> <td>3.0 points</td> </tr> <tr> <td>ii.</td> <td>Legal Expert</td> <td>1.0 points</td> </tr> </table>	i.	Financial Team Leader	4.0 points	ii.	Project Finance Specialist	3.0 points	i.	Technical Team Leader	3.0 points	ii.	Hydraulic Expert	2.0 points	iii.	Structural Design Engineer	1.0 points	iv.	Mechanical Design Engineer	2.0 points	v.	Chemical Design Engineer	2.0 points	vi.	GIS Expert	1.0 points	Vii	Social Safeguard Expert	1.0 points	viii.	Quantity Surveyor	0.5 points	IX.	Environment Expert	0.5 points	i.	Legal Team Leader	3.0 points	ii.	Legal Expert	1.0 points	<b>07</b>
i.	Financial Team Leader	4.0 points																																								
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<b>Total Points (Key Professional Staff)</b>			<b>24</b>																																							
<b>3. Financial Capability (Max Points = 8)</b>	<p><b>Note:</b> The Bidder (in case of a Consortium, all members) shall submit audited financial statements for the last three (3) years. However, in the case of a Consortium, the financial capability of the Lead Member alone will be</p>	<p><b>3.1 Average annual turnover of last three (3) years</b></p> <table border="1"> <tr> <td>i.</td> <td>≥ PKR 1000 million</td> <td>8.0 points</td> </tr> <tr> <td>ii.</td> <td>≥ PKR 300 million and &lt; PKR 1000 million</td> <td>6.0 points</td> </tr> <tr> <td>iii.</td> <td>≥ PKR 100 million and &lt; PKR 300 million</td> <td>4.0 points</td> </tr> </table>	i.	≥ PKR 1000 million	8.0 points	ii.	≥ PKR 300 million and < PKR 1000 million	6.0 points	iii.	≥ PKR 100 million and < PKR 300 million	4.0 points	<b>08</b>																														
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iii.	≥ PKR 100 million and < PKR 300 million	4.0 points																																								

	considered to meet the specified criteria.																	
4.	<b>Understanding of the Assignment and Proposed Methodology (Max Points = 8)</b>	<p><b>4.1 Understanding of the Assignment and Proposed Methodology with Work Plan</b> containing pragmatic approaches, including those mentioned below, towards achieving the Assignment's desired objectives and targeted milestones set in TOR with in stipulated time line.</p> <table border="1"> <tr> <td>i.</td><td>Appreciation and clarity of the project with evidence of site visit</td><td>1.0 Points</td></tr> <tr> <td>ii.</td><td>Understanding of the Assignment's objectives;</td><td>1.0 Points</td></tr> <tr> <td>iii.</td><td>Proposed quality methodology (concise, clear and complete) for undertaking the Assignment;</td><td>4.0 points</td></tr> <tr> <td>iv</td><td>Suggest change for improvement the Assignment's TORs.</td><td>1.0 Points</td></tr> <tr> <td>v</td><td>Work plane and staffing schedule</td><td>1.0 Points</td></tr> </table>	i.	Appreciation and clarity of the project with evidence of site visit	1.0 Points	ii.	Understanding of the Assignment's objectives;	1.0 Points	iii.	Proposed quality methodology (concise, clear and complete) for undertaking the Assignment;	4.0 points	iv	Suggest change for improvement the Assignment's TORs.	1.0 Points	v	Work plane and staffing schedule	1.0 Points	08
i.	Appreciation and clarity of the project with evidence of site visit	1.0 Points																
ii.	Understanding of the Assignment's objectives;	1.0 Points																
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iv	Suggest change for improvement the Assignment's TORs.	1.0 Points																
v	Work plane and staffing schedule	1.0 Points																
<b>Total Points (Financial Capability plus Understanding of the Assignment and Proposed Methodology)</b>			16															
<b>Grand Total Points (Technical Evaluation Criteria)</b>			100															
<b>Qualifying Points (Minimum 50% Points per Category)</b>			80															

**Note:** Bidder (individual firm or Consortium) **must attain at least 75 points St and 50% points under each category, as listed at Sr. # 1 to 4 tabulated above, to qualify for the opening of its Financial Proposal.**

Key Professional Staff (Points Weightage Assigned to Each Individual based on Qualification and Experience)						
Sr.	Key Professional Staff	Maximum Weightage (Qualification 25% and Relevant Experience 75%)				
1.	Financial Team	Qualification	Weight	Relevant Experience		Weight
1.1	Financial Team Leader	CA/ CFA/ ICMA/ ACCA/ MBA (Finance) or equivalent	25%	≥ 25 years' experience in advising on M&A, privatization, infrastructure advisory related projects with a financial close of minimum three (3) projects		75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 15 years and < 20 years		60%
				≥ 7 years and < 10 years		40%
				≥ 8 years and < 10years		20%

<b>1.2</b>	Project Finance Specialist	CA/ CFA/ ICMA/ ACCA/ MBA (Finance) or equivalent	25%	≥ 25 years' experience in developing financial models/ financial structuring for M&A, privatization, infrastructure advisory related projects, with a financial close of minimum three (3) projects	75%
		Bachelor in Finance/ Accounting/ BA (Finance) or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%
<b>2.</b>	<b>Technical Team</b>				
<b>2.1</b>	Technical Team Leader	PHD DEGREE in chemical or mechanical engineering (From accredited university)	25%	≥ 15 years of experience in leading or executing in balancing and modernization of process plants (incl. pumping stations), machinery and processes, with strong exposure to modern plants using VFDs (motors), instrumentation, and PLC/SCADA.	75%
		Masters DEGREE in chemical or mechanical engineering (From accredited university)	20%	≥ 20 years of experience in leading or executing in balancing and modernization of process plants (incl. pumping stations), machinery and processes, with strong exposure to modern plants using VFDs (motors), instrumentation, and PLC/SCADA.	70%
		Bachelor in Chemical / Mechanical Engineering or equivalent	15%	≥ 25 years and < 20 years of experience in executing for water infrastructure sector including pump house filter plant	60%
<b>2.2</b>	CFD MODELLING Expert	PHD DEGREE in chemical or mechanical engineering (From accredited university)	25%	≥ 15 years' design experience as Water supply and water infrastructure projects.	75%
		Masters DEGREE in chemical or mechanical engineering (From accredited university)	20%	≥ 12 years' design experience as Water supply and water infrastructure projects.	70 %
		Bachelor in Chemical / Mechanical Engineering or equivalent	15%	≥ 10 years' design experience as Water supply and water infrastructure projects.	60%
<b>2.3</b>	Structural Design Engineer	Bachelors in Civil Engineering along with Masters in Structural Engineering or equivalent	25%	≥ 25 years' experience in structural design of water infrastructure or buildings including pump house.	75%
		Bachelors in Civil Engineering	15%	≥ 15 years and < 20 years	60%

2.4	Mechanical Design Engineer	Bachelors in Mechanical Engineering along with Masters in Mechanical Engineering or equivalent	25%	≥ 30 years' experience in water infrastructure mechanical equipment's and machineries	75%
		Bachelor's in Mechanical Engineering	15%	≥ 15 years and < 20 years	60%
				≥ 8 years and < 10 years	40%
				≥ 7 years and < 10 years	20%
2.5	Electrical Design Engineer	Bachelors in Electrical Engineering along with Masters in Electrical Engineering or equivalent	25%	≥ 25 years' experience in designing, developing and managing electrical instrumentation work for EPC projects or designing, developing and maintaining electrical system for water related projects.	75%
		Bachelor's in Electrical Engineering	15%	≥ 20 years and < 25 years	60%
				≥ 14 years and < 17 years	40%
				≥ 10 years and < 13 years	20%
2.6	GIS Expert	Masters in Geology/ Geotechnical Engineering or equivalent	25%	≥ 25 years' experience in developing and/or managing and analyzing data base.	75%
		Bachelor's in Geology or equivalent	15%	≥ 15 years and < 20 years	60%
				≥ 10 years and < 15 years	40%
				≥ 7 years and < 10 years	20%
2.7	Quantity Surveyor	BE/B-Tech Civil / Mechanical Engineering	25%	≥ 25 years' experience in preparing budget plans, schedules, assessment of claims, estimates of quantities, and various payments certificates relating to the water infrastructure Projects.	75%
		Diploma in Civil / Mechanical Engineering	15%	≥ 15 years and < 20 years	60%
				≥ 10 years and < 15 years	40%
				≥ 5 years and < 7 years	20%
2.8	Environment Specialist	Masters in Environmental Engineering or allied Environmental Sciences/ Management	25%	≥ 30 years' experience in conducting various environment related assessment studies for infrastructure projects	75%
		Bachelor's in Environmental Sciences or equivalent	15%	≥ 25 years and < 30 years	60%
				≥ 7 years and < 10 years	40%
				≥ 5 years and < 7 years	20%
3.	<b>Legal Team</b>				
3.1	Legal Team Leader	LLM/ Bar at Law/ JD or equivalent	25%	≥ 30 years' experience of legal advisory on infrastructure development projects	75%
		LLB or equivalent	15%	≥ 15 years and < 20 years	60%
				≥ 5 years and < 7 years	40%

				≥ 5 years and < 7 years	20%
<b>3.2</b>	Legal Expert	LLM/ Bar at Law/ JD or equivalent	25%	≥ 15 years' experience of drafting procurement documents e.g., EOIs, RFQ, RFP, Concession/ PPP agreements/ EPC contracts/ agreement negotiations	75%
		LLB or equivalent	15%	≥ 7 years and < 10 years	60%
				≥ 5 years and < 7 years	40%
				≥ 3 years and < 5 years	20%

## Section III – Technical Proposal

### Table of Contents

*[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.]*

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and/ or paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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**Form Tech-1. Technical Proposal Submission Form***[Location, Date]*To: *[Name and address of the Procuring Agency]*

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, through the SPPRA EPADS.

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,

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 (preferably not more than five pages) description of the background and organization of your firm/ entity and each associate 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. Use 50 pages.]*

Assignment name:	Approximate value of contract (PKR):
Country: Location within country:	Duration of Assignment (months):
Name of procuring agency or purchaser:	Total No of staff-months of the Assignment:
Address:	Approx. value of the services provided by your firm under the contract (PKR):
Start date (month/ year): Completion date (month/ year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

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 and on Counterpart Staff and Facilities to be provided by the Procuring Agency**

**A. On the Terms of Reference**

*[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. Suggested changes for the improvement of the Assignment's Terms of Reference as part of the Form Tech-4 may also be reflected under this section.]*

**B. On Counterpart Staff and Facilities**

*[Comment here on the counterpart staff and/ or facilities to be provided by the Procuring Agency according to Paragraph Reference 2.5 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

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

*[Technical approach, methodology and work plan are key components of the Technical Proposal. Bidders are suggested to present their Technical Proposal (20 pages, preferably not exceeding 2,000 words per component – inclusive of charts and diagrams) divided into the following three chapters:]*

- a. Technical Approach and Methodology,
- b. Work Plan, and
- c. Organization and Staffing;

**a) Technical Approach and Methodology.** *In this chapter, the Bidder should explain the understanding 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. The Bidder should highlight the problems being addressed and their importance and explain the technical approach the Bidder would adopt to address them. The Bidder should also explain the methodologies proposed to adopt and highlight the compatibility of those methodologies with the proposed approach. In addition, the Bidder shall suggest and address the following components separately using the bullet points (mention ‘None’ against the respective heading if no explanation or comments are required to be proposed by a Bidder):*

- *Appreciation and clarity of the Project;*
- *Understanding of the Assignment’s objectives;*
- *Proposed quality methodology (concise, clear, and complete) for undertaking the Assignment;*
- *Suggested changes with valid value additions for improvements in the Assignment’s Terms of Reference (the proposed suggestions and changes may include offering additional key tasks or resources reasonably required for bringing value additions or innovations for undertaking the Assignment);*
- *Existing commitments, engagements, and available strength with justification.*

**b) Work Plan.** *In this chapter, the Bidder 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 an understanding of the TOR and the 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 TECH-8.*

**c) Organization and Staffing.** *In this chapter, the Bidder should propose the structure and composition of the team. The Bidder 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 Assignments

**Form Tech-6. Curriculum Vitae (CV) for Proposed 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**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_
5. **Education** [*Indicate college/university and specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_
6. **Membership of Professional Associations** (*with Registration Number*): \_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_
8. **Countries of Work Experience** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]: \_\_\_\_\_  
From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_  
Employer: \_\_\_\_\_ Positions held: \_\_\_\_\_
11. **Detailed Tasks Assigned** [*List all tasks to be performed under this Assignment*]: \_\_\_\_\_
12. **Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned** [*Among the Assignments in which the staff has been involved, indicate following information for those Assignments that illustrate staff capability to handle tasks listed under point 11.:* \_\_\_\_\_  
Name of Assignment or project: \_\_\_\_\_ Year: \_\_\_\_\_  
Location: \_\_\_\_\_ PA: \_\_\_\_\_  
Main project features: \_\_\_\_\_ Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

**13. Certificate**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. **I understand that any wilful 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<sup>2</sup>

No	Name of Staff	Staff Input (in the form of bar chart) <sup>3</sup>												Total Staff-Month Input		
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field <sup>4</sup>
<b>Foreign</b>																
1		[Home]														
		[Field]														
2																
3																
N																
<b>Subtotal</b>																
<b>Local</b>																
1		[Home]														
		[Field]														
2																
3																
N																
<b>Subtotal</b>																
<b>Total</b>																
Full time input				Part time input												

<sup>2</sup> For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

<sup>3</sup> For Months are counted from the start of the Assignment. For each staff indicate separately staff input for home and field work.

<sup>4</sup> Field work means work carried out at a place other than the Consultant's hom/e office.

## Form Tech-8. Work Schedule

<sup>5</sup> Indicate all main activities of the Assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Procuring Agency approvals. For phased Assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

<sup>6</sup> Duration of activities shall be indicated in the form of a bar chart.

## **Section IV – 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 in accordance with ITC Clauses 13.2 & 24.1 of Section 2 of the RFP Document.]*

<b>Form FIN-1.</b> Financial Proposal Submission Form.....	59
<b>Form FIN-2.</b> Summary of Costs.....	60
<b>Form FIN-3.</b> Breakdown of Costs by Activity.....	61
<b>Form FIN-4.</b> Breakdown of Remuneration.....	62
<b>Form FIN-5.</b> Breakdown of Reimbursable Expenses.....	64
<b>Appendix.</b> ..... Financial Negotiations - Breakdown of Remuneration Rate	

**Form FIN-1. Financial Proposal Submission Form***[Location, Date]*To: *[Name and address of PA]*

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 Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures<sup>7</sup>]*.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of 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: \_\_\_\_\_

---

<sup>7</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2

## Form FIN-2. Summary of Costs<sup>8</sup>

Item No.	Description of Services	Costs (in PKR)
1.	<b>Phase I – Transaction Preparation</b> <ul style="list-style-type: none"> <li>• Inception Report</li> <li>• Technical Feasibility Report</li> <li>• Economic and Financial Viability Assessment Report</li> <li>• Legal, Institutional &amp; Regulatory Assessment Report</li> <li>• Environmental Social Impact Assessment</li> <li>• Land Acquisition and Resettlement Plan</li> <li>• Market Assessment Report</li> <li>• Transaction structure report</li> </ul>	
2.	<b>Phase II: Transaction Implementation</b> <ul style="list-style-type: none"> <li>• Submission of Bidding Package</li> <li>• Submission of Bid Evaluation Report</li> <li>• Issuance of Letter of Award/ Acceptance</li> </ul>	
3.	<b>Phase III: Transaction Negotiation &amp; Financial Close</b> <ul style="list-style-type: none"> <li>• Transaction negotiation and signing of Concession</li> <li>• Financial Close</li> </ul>	
<b>Total Cost of Financial Proposal<sup>9</sup></b>		

<sup>8</sup> The Bidder may update this form considering its own requirement; however, the payment shall be made as per the milestones satisfactory completed and defined under the Conditions of Contract of RFP Document.

### Form FIN-3. Breakdown of Costs by Activity<sup>10</sup>

Group of Activities: <sup>11</sup>	Description: <sup>12</sup>			
Cost Component	Costs <sup>13</sup>			
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration <sup>14</sup>				
Reimbursable Expenses				
<b>Subtotals</b>				

## NOT APPLICABLE

<sup>10</sup> Form FIN-3, if applicable, shall be filled at least for the whole Assignment. In case some of the activities require different modes of billing and payment (e.g.: the Assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

<sup>11</sup> Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8

<sup>12</sup> Short description of the activities whose cost breakdown is provided in this Form.

<sup>13</sup> Indicate between brackets the name of the foreign currency. use the same columns and currencies of Form FIN-2.

<sup>14</sup> For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant total costs indicated in Forms FIN-4, and FIN-5.

## Form FIN-4. Breakdown of Remuneration<sup>15</sup>

*[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Time Based]*

Group of Activities:							
Name <sup>16</sup>	Position <sup>17</sup>	Staff-month Rate <sup>18</sup>	Input <sup>19</sup> (Staff-months )	[Indicate Foreign Currency # 1] <sup>20</sup>	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
<b>Foreign Staff</b>							
		[Home]					
		[Field]					
<b>Local</b>							
		[Home]					
		[Field]					
<b>Total Costs</b>							

## NOT APPLICABLE

<sup>15</sup> Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

<sup>16</sup> Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

<sup>17</sup> Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

<sup>18</sup> Indicate separately staff-month rate and currency for home and field work.

<sup>19</sup> Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

<sup>20</sup> Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

## Form FIN-4. Breakdown of Remuneration<sup>21</sup>

*[This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA].*

<sup>21</sup> Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

<sup>22</sup> Professional Staff should be indicated individually; support staff should be indicated per category (e.g. draftsmen, clerical staff).

<sup>23</sup> Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

<sup>24</sup> Indicate separately staff-month rate and currency for home and field work.

## Form FIN-5. Breakdown of Reimbursable Expenses<sup>25</sup>

*[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based]*

Group of Activities:								
No	Description <sup>26</sup>	Unit	Unit Cost <sup>27</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>28</sup>	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 1]	[Indicate Local Currency]
	Per diem allowances	Day						
	International flights <sup>29</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>30</sup>							
<b>Total Costs</b>								

## Form FIN-5. Breakdown of Expenses

**NOT APPLICABLE**

<sup>25</sup> Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

<sup>26</sup> Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

<sup>27</sup> Indicate unit cost and currency.

<sup>28</sup> Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

<sup>29</sup> Indicate route of each flight, and if the trip is one- or two-ways.

<sup>30</sup> Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

[This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 14.1 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to Consultant for possible additional services requested by the PA]

No	Description <sup>31</sup>	Unit	Unit Cost <sup>32</sup>
	Per diem allowances	Day	
	International flights <sup>33</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel <sup>34</sup>		

## NOT APPLICABLE

### Appendix. Financial Negotiations – Breakdown of Remuneration Rates

<sup>31</sup> Delete items that are not applicable or add items according to Paragraph Reference 3.6 of the Data Sheet.

<sup>32</sup> Indicate unit cost and currency.

<sup>33</sup> Indicate route of each flight, and if the trip is one- or two-ways.

<sup>34</sup> Only if the training is a major component of the Assignment, defined as such in the Data Sheet or TOR.

(Not to be used when cost is a factor in the evaluation of Proposals)

## 1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for Assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
  - i. **Salary:** This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.
  - ii. **Social Costs:** Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an Assignment if no additional staff replacement has been provided. Additional leave taken at the end of an Assignment in accordance with the firm's leave policy is acceptable as a social cost.
  - iii. **Cost of Leave:** The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as per percentage of salary}^{35} = \frac{\text{Total days leave} \times 100}{[365 - w - ph - v - s]}$$

It is important to note that leave can be considered a social cost only if the Procuring Agency is not charged for the leave taken.

**Overheads:** Overhead expenses are the firm's business costs that are not directly related to the execution of the Assignment and shall not be

- iv. reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring

<sup>35</sup> Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Procuring Agency does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

- v. **Fee or Profit:** The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.
- vi. **Away from Headquarters Allowance or Premium:** Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.
- vii. **Subsistence Allowances:** Subsistence allowances are not included in rates, but are paid separately and in local currency. No additional subsistence is payable for dependents-subsistence rate shall be same for married and single team members.
- viii. Standard rates for the particular country may be used as reference to determine subsistence allowances.

## 2. Reimbursable Expenses

- 2.1 Financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

## 3. Procuring Agency Guarantee

- 3.1 The Payments to the firm, including payment of any advance based on cash flow projections covered by a Procuring Agency guarantee, shall be made according to an agreed estimated schedule ensuring the Consultant regular payments in local and foreign currency, as long as the services proceed as planned.

## Sample Form

*Consulting Firm:*  
*Assignment:*

*Country:*  
*Date:*

### **Consult's Representation Regarding Costs and Charges**

We hereby confirm that:

- a. the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- b. attached are true copies of the latest salary slips of the staff members listed;
- c. the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this Assignment to the staff members listed;
- d. the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- e. said factors for overhead and social charges do not include any bonuses or other means of profit-sharing

---

*[Name of Consulting Firm]*

---

*Signature of Authorized Representative*

---

*Date*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## Consultant's Representation Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/ Day/ Year	Social Charges <sup>36</sup>	Overhead	Subtotal	Fee <sup>37</sup>	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/ Day/ Hour	Proposed Fixed Rate per Working Month/ Day/ Hour
Head Office									
Field									

<sup>36</sup> Expressed as percentage of 1

<sup>37</sup> Expressed as percentage of 4

## Section V – Terms of Reference

SUMMARY/ OVERVIEW OF THE ASSIGNMENT	
<b>Procuring Agency</b>	KARACHI WATER AND SEWARAGE COPRRATION
<b>Assignment Title</b>	FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE UPGRADATION/MODERNIZATION/CAPACITY AUGMENTATION AND/ OR CONSTRUCTION OF NEW PUMP HOUSE AND ALLIED POWER INFRASTRUCTURE INTAKE CHAMBER RISING MIAN FORBEY AT DHABEJI PUMPING COMPLEX UNDER PPP MODE
<b>Assignment Description</b>	<p>Under this Assignment, the Consultant shall be required to undertake the activities in three dependent and sequential phases: <i>i. Transaction Preparation, ii. Transaction implementation ; and iii. Transaction Negotiation &amp; Financial Close</i> subject to the approval of Competent Authority, i.e., the PPP Policy Board, at each phase.</p> <p>The initial phase shall require the Consultant to undertake the technical, financial and legal feasibility of the Project</p> <p>Subsequently, based on the above, the Consultant will be required to develop a transaction structure along with a marketing strategy for the purpose of the procurement of the Project.</p> <p>In subsequent phases, the Consultant will assist the Procuring Agency while undertaking the procurement, including biddings, transaction negotiations, and then achieve financial closure as further detailed in the TOR's Assignment Scope.</p>
<b>Contract Duration</b>	Eight (08) months
<b>Contract Type</b>	
<b>Procurement Framework</b>	Sindh Public Procurement Act, 2009, including the SPP Rules, Regulations, Orders or Instructions framed thereunder.
<b>Market Approach</b>	National competitive bidding
<b>Selection Method</b>	Quality cost-based selection
<b>Commencement Date (Expected)</b>	[•] or immediately after signing the Contract.

### 1. PROJECT BACKGROUND

The Dhabeji Pumping Complex (DPC) is the backbone of Karachi's bulk water supply system, delivering nearly all of the city's water. It comprises several pumping stations built over decades, including K-I (2nd, 3rd, and 4th phases), K-II, K-III, and the New

100 MGD station, with a combined design capacity of about 550 million gallons per day (MGD).

Over time, the complex has developed serious operational and efficiency challenges. Two key studies have already examined these issues:

- Energy Audit (2021) by Techno-Consult International, with ElekEn Associates and WEE Pros GmbH.
- Investment-Grade Energy Audit (2025) by PITCO.

Both studies showed that DPC suffers from aging infrastructure, high energy consumption, and efficiency losses, creating an urgent need for performance optimization.

The main challenges are:

- **High Energy Costs:** Electricity is the largest share of O&M, costing billions annually.
- **Aging Equipment:** Many pumps, motors, and electrical systems are outdated and operate far below modern efficiency standards.
- **System Constraints:** The original hydraulic design, with shared manifolds and rising mains, limits the adoption of newer high-efficiency technologies.

These challenges also create opportunities. By investing in high-efficiency pumps, motors, hydraulic reconfiguration, advanced automation, and renewable energy integration, DPC could reduce its electricity costs by 25–40% or more, while securing reliable long-term water supply for Karachi.

## 2. ASSIGNMENT SCOPE

The Consultant shall be required to conduct the Assignment in three (3) dependent and sequential phases. However, the Government reserves the right to terminate the Contract at the end of any phase if it is satisfied that proceeding further will not help achieve its objectives or other conditions stipulated in the Contract.

**4.1. Phase I – Transaction Preparation:** In this phase, the Consultant will be required to undertake the technical, financial and legal feasibility of the Project. Furthermore, based on the above, the Consultant will be required to develop a transaction structure along with a marketing strategy for the purpose of the procurement of the Project. Specially, this phase shall include but not be limited to the following components:

**4.1.1 Inception Report & Baseline Review :** The Consultant under this stage would be required to provide a overall Project plan along with critical milestones and methodology, team details, requirements from the Procuring Agency, any key considerations etc. including but not limited to;

**4.1.2 Technical Due Diligence & Feasibility Study:** This shall require the Consultant to conduct the activities, which include but are not limited to the following:

**I. Baseline Review**

- a) Review existing studies and records (2021 Audit, 2025 Audit, electricity bills, as-built drawings, pump/motor details, O&M logs, and previous renewable energy studies).
- b) Conduct site inspections across all stations including existing rising mains and forbay to verify actual conditions of civil, mechanical, and electrical assets.
- c) Review SCADA capabilities at K-III and the New 100 MGD station, and assess monitoring/control in older stations.
- d) Identify data gaps requiring targeted testing.
- e) Evaluate findings of previous renewable energy studies (e.g., solar PV, gas turbines).
- f) Finalize methodology and testing plan for subsequent tasks.

**II. Technical Feasibility**

This shall require the Consultant to conduct the activities, which include but are not limited to the following:

➤ **Targeted Testing and Data Collection**

- a) Test selected pumps and motors for flow, head, NPSH, wire-to-water efficiency, and energy use as determined in task 1.
- b) Assess electrical systems (motors, switchgear, transformers) and mechanical systems (pumps, valves, pipelines).
- c) Verify calibration of instruments and assess reliability of operational data.
- d) Cross-check field test results with historical records to validate or update baseline performance.
- e) Consolidate a reliable dataset for use in technical and financial modeling.

➤ **Hydraulic and System Feasibility**

- a) Develop a calibrated hydraulic model of the full DPC system.
- b) Evaluate the following scenarios:
  - **Scenario A – Component Replacement:** High-efficiency pumps and motors of existing capacity.
  - **Scenario B – Station Refurbishment:** Full station overhaul with improved piping, manifolds, and valves.
  - **Scenario C – New Build:** Construction of new high-capacity stations with integration into the existing system.

- c) Assess SCADA and automation upgrades for real-time efficiency tracking, optimized pump sequencing, demand management, and predictive maintenance.
- d) The hydraulic modeling and feasibility study must account for all existing, recently completed, and planned Rising Main (RM) infrastructure from the Dhabeji Pumping Complex (DPC) to the Forebay structure.
- e) The Consultant must clearly identify the current status of all Rising Mains that were recommended for replacement or new construction in earlier studies. The feasibility study must incorporate any RM infrastructure that has already been completed or is under construction.
- f) If the assessment determines that any existing or planned Rising Main cannot be integrated into the long-term optimal system due to factors such as deterioration, material incompatibility, or hydraulic limitations identified through the updated model the Consultant must provide a comprehensive justification. This justification must include clear technical and economic evidence explaining why the infrastructure should be excluded from the design or recommended for decommissioning.

➤ **Alternate Power Supply and Renewable Energy Feasibility**

The Consultant shall conduct a detailed technical and economic feasibility study of all Alternate Power Supply Options previously studied and proposed for DPC, ensuring full energy resilience and diversification. This must cover all potential generation technologies, including, but not limited to, the options identified in the 2021 Energy Audit Study:

**Captive Power Generation (Thermal/Engine-Based):**

- Engine based Simple Cycle Power Plant
- Engine based Combined Cycle Power Plant.
- Gas Turbine based Combined Cycle Power Plant.
- Gas Turbine based Simple Cycle Power Plant.
- Coal based Steam Power Plant
- Residual Fuel Oil (RFO) based Steam Power Plant

**Renewable Energy Options:**

- Solar PV (Rooftop and Ground-Mounted)
- Wind Energy
- Hybrid Systems (Optimal combination of generation sources for maximum efficiency and resilience).

This feasibility study must include:

**Operational Feasibility:** Assess flexibility, reliability, and redundancy to ensure continuous power during K-Electric outages.

**System Sizing & Configuration:** Determine optimal capacity and layout based on consumption, land availability, and operational needs. Model seasonal variations and integration with the K-Electric grid.

**Site-Specific Assessment:** Evaluate available land/rooftop space at DPC and potential external sites.

**Technical Design:** Develop preliminary layouts, specify equipment, performance guarantees, and integration with DPC's electrical/SCADA systems.

### **III. Environmental and Social Impact Assessment**

- a) Initial Environmental Examination
- b) Review the Initial Environmental Examination (IEE) study of the Project considering all aspects of the environment, as per national guidelines and requirements of International Financial Institutions (IFIs);

#### **Social Impact Assessment**

- a) Review and assess the positive effects of the project in terms of satisfying basic needs, alleviating poverty, generating employment, and reaching large population segments;
- b) Review and assess negative social effects such as physical displacement, changes in access to resources, disruption to livelihoods, changes in social or economic standing, inequitable distribution of benefits and costs among stakeholders, and changes to patterns of behavior that would not be consistent with prevailing gender perceptions, social norms, and religious or cultural values;
- c) Review whether the project has negative effects on particular categories of stakeholders such as women and ethnic minorities;
- d) Review and highlight factors impacting the Projects during the procurement, development and operations phases;
- e) Review and recommend mitigation measures such as special institutional arrangements, arrangement of alternative residences for affected societies and modifications in project design;
- f) Estimate cost of the recommend mitigations measures.

### **IV. Land acquisition and resettlement plan (LARP)**

**Note:** Based on the identification and findings of the IR&IP categorization exercise conducted at the Inception Report stage, the Consultant may be required to develop the LARP, which shall fulfill ADB and/or other applicable

*International Financial Institutions (IFI) standards. The scope of activities envisaged in the LARP shall include, but not be limited to, the following:*

- a) Prepare a detailed land acquisition plan, including the scope of land acquisition; description of land ownership and availability; discussion of legal issues (if any identified); implementation schedule and procedure for land acquisition; and cost estimates;
- b) Prepare an estimated cost for compensation of land acquisition in accordance with all requirements aligned with applicable laws and regulations;
- c) Prepare a detailed resettlement plan, including a list of affected people; entitlement and compensation policies; institutional arrangements; public participation, consultation, and grievance mechanisms; implementation schedule; cost estimate; and a monitoring and evaluation system.

## **V. Legal and Regulatory Assessment**

- a) The Consultant shall review laws, policies, rules and regulations related to water supply and renewables, environment and land acquisition, and ascertain what laws, rules, regulations will be involved in the Projects implementation;
- b) What kind of district, provincial, and federal approvals will be required in the Projects implementation;
- c) Review and verify the validity of project land documents given by GoS, if applicable.
- d) Prepare draft bills, rules and regulations or any amendments in existing laws, rules and regulations, if required for the implementation of the Projects;
- e) Identify sector institutions and government entities relating to the Projects;

## **VI. Financial Viability Assessment**

### **a) Viable Transaction Structure:**

- i. Prepare viable transaction structures for Project implementation.
- ii. Identify potential financial and non-financial Government support that may be required by the developer.
- iii. Explain the rationale and form of any viability gap funding (VGF) required.

- iv. Based on financial modeling, determine appropriate tariff levels and structures for the Projects within the feasibility study.
- v. The tariff design shall balance the following objectives and factors:
  - o Stipulated service standards and associated costs;
  - o Customers' willingness and ability to pay;
  - o Need for and availability of subsidies.

**b) Financial Model:**

- i. Develop financial models of the Projects covering projected revenues, and costs estimates of construction/development (EPC), Non-EPC, interest during construction and operations & maintenance cost estimates over the life of the Projects;
- ii. Must cover the entire term of the proposed concession agreement;
- iii. Financial model must be properly constructed in a standard spreadsheet program such as MS Excel;
- iv. Inputs and assumptions may include:
  - Inflation, discount rate, and tax rates;
  - Construction data such as initial capital expenditures over period;
  - Future capital expenditures, both maintenance and growth-related;
  - Residual value of capital assets at the end of the concession period, constituting a revenue of the Projects;
  - Funding levels and types such as equity, loans, bonds and subsidies or types of Islamic financing, if applicable;
  - Financial data such as the terms of the various financing instruments;
  - Recurrent operating and maintenance costs;
  - Recurring administrative costs;
  - Operating revenues with the underlying data such as demand forecasts and user charges;
- v. Sheets with cash flow statement, profit and loss account and balance sheet of the Projects company;
- vi. Results and summary sheets demonstrating the impact of different assumptions on the Projects cash flow. The results should be presented in the form of the following financial indicators (at least):

- Project internal rate of return (IRR)
- Equity IRR
- Debt service cover ratio, which shows the project company's ability to repay debt
  - from its annual cash flow;
  - Loan life cover ratio, which shows the project company's ability to accommodate
    - an occasional shortfall of cash;
  - Other applicable/ relevant ratios or indicators
- vii. The Consultant should prepare a manual so that the model can be used throughout the PPP process to continually assess the impact of different pricing, financing, and service scenarios, update or confirm decisions about project structure;
- viii. The financial model should allow sensitivities and scenario analysis based on various parameters;

## **VII. Options Analysis**

### **a) PPP Options Analysis**

- i. Identify all reasonable PPP options available for the Projects;
- ii. Evaluate the advantages, disadvantages, risks, benefits, and potential impacts of each option;
- iii. Assess which options are likely to attract private sector investment;
- iv. Recommend a preferred option, detailing its impact on financial and commercial viability, the financial model, and transaction structuring.

### **b) Project Risks**

- i. Identify all pertinent Project risks;
- ii. Assess each identified risk;
- iii. Propose an allocation of each risk to party best equipped to manage it;
- iv. Develop a comprehensive risk matrix;
- v. Provide commentary on Project viability under the proposed PPP modality

**c) Economic Analysis**

- i. Conduct a thorough viability analysis of the proposed Projects, including a complete economic analysis, identification of associated economic risks, and sensitivity and risk analyses;
- ii. Conduct a Value for Money (VfM) analysis based on a public sector comparator (PSC) model;
- iii. Perform a comprehensive economic cost-benefit analysis (CBA);
- iv. Identify contingent costs and risks;
- v. Calculate the Economic Internal Rate of Return (EIRR);
- vi. Conduct sensitivity and scenario analyses, assessing impacts on payback period and EIRR.

**4.1.3 Marketing and Transaction Structure****I. Marketing and Investor Outreach**

A The Consultant shall design and execute a comprehensive marketing and communication strategy to promote the Projects to potential investors, operators, financiers, and other relevant stakeholders throughout the Assignment's initial phase. Key activities shall include:

- a) Marketing and Communication Strategy Development: Develop a targeted marketing and communication strategy to generate awareness and interest in the Projects among domestic and international investors, aligning messaging with the Projects commercial potential and strategic objectives
- b) Investor and Stakeholder Sensitization: Actively engage potential investors, operators, and financiers through structured outreach activities. Collect and incorporate their feedback into the Project's structure, risk allocation, and commercial framework to ensure market alignment and investor confidence.
- c) Investor Conference / Roadshow: Organize and execute at least one investor conference or roadshow to promote the Project and share key details with potential participants, if required.
- d) Market Assessment Report: Prepare and submit a comprehensive Market Assessment Report documenting all marketing and outreach activities conducted under this component.

**II. Transaction Structure:**

The Consultant shall prepare a Transaction Structure Report for the Procuring Agency, outlining possible transaction structures and specific risk allocations for the Projects under the envisaged PPP modality.

**4.2. Phase II – Transaction implementation:** If the Procuring Agency decides to proceed with Phase II, the Consultant shall be required to perform functions including, but not limited to, the following:

**4.2.1 Bidding Document:** The Consultant shall be required to:

- i. Assist the Procuring Agency in establishing a data room which will include all the relevant documents and information on the Project for investors' due diligence;
- ii. Provide input on marketing documents and support in marketing efforts;
- iii. Devise quantitative and qualitative KPIs along with deduction mechanism;
- iv. Preparing bidding documents, including RFQ (if applicable or found suitable) and RFP, concession agreement, Provincial Support Agreement and direct agreement and any other agreements required for the Project in compliance with the procurement laws, regulations, policy and international best practice;
- v. Develop and finalize evaluation criteria and the terms of the bid documents;
- vi. Assist the Procuring Agency in preparing, population, hosting, and managing an online data room to the preparation, population, hosting, and management of an online data room to facilitate bidders' due diligence, including drafting procedures governing the use of the data room.

**4.2.2 Bidding Process:** The Consultant shall be required to assist the Procuring Agency in respect of the following:

- i. Prepare responses to the prospective bidders' queries;
- ii. Attend and respond to the prospective bidders' queries at pre-bid meetings as and when scheduled by the Procuring Agency;
- iii. Amend the bidding documents to reflect material issues raised by bidders and accepted by the Procuring Agency and other stakeholders prior to the deadline for bids submission the applicable laws, rules and regulations;
- iv. Assist the Procuring Agency and its TFEC during the bid evaluation (including analysis of any amendments to the Project documents proposed by bidders and the legal and financial proposals of qualified bidders) and preparing the evaluation reports;
- v. Update cost estimates concerning the Project (if required) during the bid evaluation stage;
- vi. Prepare and deliver presentations on bid evaluation outcomes to the TFEC and other authorities (if needed) for necessary approvals;
- vii. Assist the Procuring Agency in the issuance of a letter of award/acceptance to the preferred bidder against the Proposed Concessions;
- viii. Advise on bid-related correspondence with bidders during the entire bidding process relating to the Project.

**4.3. Phase III – Transactions Negotiations & Financial Closure:** This phase shall include assistance to the Procuring agency, in respect of the following:

#### **4.3.1 Transaction Negotiation & Concession Signing**

- i. Support in negotiations and finalization of the Project agreements between the Procuring Agency, other stakeholders and the winning bidders/ SPVs;
- ii. Assist the Procuring Agency in the execution of Project agreements with the winning bidders and ensure that all pre-conditions and requirements set forth in bidding documents and applicable legislation are compiled by the winning bidders/ SPV;
- iii. Coordinate with Procuring Agency in correspondence with various stakeholders and managing various processes with other members throughout the transaction and facilitate the post-bid process in the award of the Project;
- iv. Draft and negotiate further project agreements, including but not limited to independent engineer agreements, independent auditor agreements, project site license agreements, equity funding & utilization agreements escrow agreements etc.;
- v. Provide legal opinion to the Procuring Agency on any matter relating to the Project during the Assignment's entire course of the Contract;
- vi. Advise the Procuring Agency on an ongoing basis to ensure compliance with applicable procurement and other laws, rules and regulations throughout the bidding process and on any legal issues which may arise.

#### **3.3.2 Financial Closure**

The consultant shall:

- i. Review and provide feedback on the draft financing term sheet and assess compliance with the Concession Agreement and other procurement parameters of the Project in the financing term sheet;
- ii. Review and finalize concession direct agreement;
- iii. Review and provide feedback on the fulfilment of CPs of the concession agreement and those related to financial close;
- iv. Assist the Government in achieving financial close

## 5. ASSIGNMENT DELIVERABLES & PAYMENT SCHEDULE

The Consultant shall achieve the Assignment's milestones and deliverables in three phases within a cumulative duration of fourteen (14) months, effective from the Contract signing expected in the first week of [•]. **The Assignment's proposed implementation schedule along with indicative timelines under all the phases will be agreed with the relevant bidder who is awarded the contract**

Sr. #	Deliverable	Timelines	Payment <sup>38</sup>
<b>4.1 Phase I – Transaction Preparation</b> (T1 = Effective from the Contract Signing Date)			
<b>4.1.1</b>	Inception Report & Base Line Review	T1 + 30 Days	10%
<b>4.1.2</b>	Feasibility Report <ul style="list-style-type: none"> <li>• Technical Due Diligence / Feasibility</li> <li>• Legal and Regulatory Assessment</li> <li>• Environmental Social Impact Assessment</li> <li>• Land Acquisition and Resettlement Plan</li> <li>• Financial Viability Assessment</li> <li>• PPP Option Analysis</li> </ul>	T1 + 04 Months	25%
<b>4.1.3</b>	Marketing and Transaction Structure <ul style="list-style-type: none"> <li>• Market Assessment Report</li> <li>• Transaction Structure</li> </ul>	T1 + 3 Months	15%
<b>4.2 Phase II – Transaction Implementation</b> (T2 = Effective from Transaction Structure & Approval)			
<b>4.2.1</b>	Bidding Package	T2 + 1 Month	15%
<b>4.2.2</b>	Submission of Bid Evaluation Reports	T2 + 4 Months	10%
<b>4.2.3</b>	Issuance of Letters for Award of Contracts	T2 + 5 Months	10%
<b>4.3 Phase III – Transaction Negotiation(s) &amp; Financial Closure(s)</b> (T3 = Effective from the Issuance of Letters for Award of Contracts)			
<b>4.3.1</b>	Transaction negotiation and signing of Concession(s)*	T3 + 1 Month	5%
<b>4.3.2</b>	Financial Closure(s)	T3 + 4 Months	10%
<b>Total Contract Duration</b>		<b>14 Months</b>	<b>100%</b>

\* In addition to the quoted Bid Price, a **Success Fee** shall be payable to the winning Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, at the time of signing of Concession Agreement @ 0.5% of EPC cost from the preferred bidder.

<sup>38</sup> Payment schedule is mentioned as a percentage (%) of the total Contract Price

## Section VI – Conditions of Contract and Standard Forms

### General Conditions of Contract

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### Conditions of Contract

#### 1. General Provisions

##### 1.1. Definitions

1.1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means all applicable laws (federal and provincial), 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 including the Sindh Public Procurement Act, thereunder Rules 2010;
- (b) “Advisory Consortium” shall have the meaning as described thereto in the Contract Agreement;
- (c) “Agreement” means this contract executed between the Client and the Advisory Consortium and includes all the schedules attached thereto;
- (d) “Assignment” shall have the meaning ascribed thereto in the Contract Agreement;
- (e) “Assignment Team” means the persons described under Clause 13 of the Contract Agreement, subject to changes arising from the negotiations;
- (f) “Business Day” means any day other than Saturday and Sunday or public holiday in the Islamic Republic of Pakistan or the province of Sindh, on which banks in Pakistan are generally open for business;
- (g) “Client” shall have the meaning ascribed thereto in the Contract Agreement;
- (h) “Confidential Information” means any information:
  - i. determined by the Client to be privileged or confidential;
  - ii. discussed in closed session by the bid evaluation panel;

- iii. which if disclosed would violate a person's right to privacy;
- iv. declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in the relevant Freedom of Information Ordinance, 2002 of the Islamic Republic of Pakistan; Provided that Confidential Information shall not include such information, which has been exclusions in terms of Clause 15.3 of the Contract Agreement;
- (i) “Deliverables” means those deliverables as set out in Schedule B;
- (j) “Effective Date” shall have the meaning ascribed thereto in Clause 3.2 of the Contract Agreement;
- (k) “Fee” shall have the meaning ascribed thereto in Clause 6.1 of the Contract Agreement;
- (l) “Financial Proposal” shall mean the financial proposal submitted by the Advisory Consortium;
- (m) “Lead Advisor” means a lead member of the Advisory Consortium, i.e. [ ] authorized by the other members of the Advisory Consortium to (i) coordinate and liaise with the Client on their behalf and to undertake the project management aspect of the engagement (ii) undertake responsibility to the Client for execution of the entire Scope of Work mentioned in Schedule ---;
- (n) “Parties” means the Client and the Advisory Consortium;
- (o) “Performance Security” means an amount of PKR [ ] equivalent to [ ] of the [ %] of the Fee, submitted by the Advisory Consortium to the Client in the form specified in the RFP;
- (p) “Procuring Agency (Client)” means the implementing department which signs the Contract;
- (q) “Proposal” means the Advisory Consortium’s response to the Client’s Request for Proposal in respect of the carrying out of the Services comprising Technical Proposal and Financial Proposal;
- (r) “RFP” shall have the meaning ascribed thereto in the Contract Agreement;
- (s) “Services” shall have the meaning ascribed thereto in Recitals above;

- (t) “Scope of Work” has been defined in Clause 4.1 of the Contract Agreement details whereof are contained in Schedule A;
- (u) “Signing Date” shall mean the date of signing of the Contract Agreement;
- (v) “SPP Rules” shall mean the Sindh Public Procurement Rules, 2010 as amended time to time;
- (w) “Technical Proposal” shall mean the technical proposal submitted by the Advisory Consortium;
- (x) “Termination Date” means any date of termination of the Agreement in accordance with the Clause 15.7 of the Contract Agreement;
- (y) “Variation” means any variation to the Scope of Work in terms of the Contract Agreement.

**1.2. Law Governing Contract**

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

**1.3. Language**

- 1.3.1. This Contract is executed in the English language, which shall be the binding and controlling language for all matters relating to meaning or interpretation of this Contract.

**1.4. Location**

- 1.4.1 The Services shall be performed at such location(s) as specified in the Scope of Work.

**1.5. Taxes and Duties**

- 1.5.1 The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**1. Interpretation of this Agreement**

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

**2.1**

References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under the Agreement;

**2.2**

References to clauses, sub-clauses, schedules and attachments are references to the clauses, sub-clauses, schedules and attachments of the Agreement;

**2.3** The headings of clauses, sub-clauses, schedules and attachments are included for convenience only and shall not affect the interpretation of the Agreement;

**2.4** Reference to “Agreement”, shall include the Agreement and its schedules, attachments as amended, varied, notated or substituted in writing from time to time;

**2.5** Words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter, and ‘person’ shall include both corporeal and incorporeal entities.

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

**3.1** The Agreement shall come into force upon the satisfaction of following conditions precedent:

**3.1.1** Submission of the Performance Security by the Advisory Consortium, which shall be valid for at least ninety (90) days beyond the:

- (a) completion of the Services as per the Scope of Work under Schedule A, or
- (b) expiration of a period of twelve (14) months from the Signing Date, whichever comes earlier.

**3.2** The Advisory Consortium shall satisfy or procure the satisfaction of the above conditions precedent as soon as reasonably possible and in any event within twenty (20) Business Days of the Signing Date (the “Effective Date”); Provided that the Client shall have the right to allow more time for the satisfaction of conditions precedent upon the request of the Advisory Consortium.

**3.3** The Advisory Consortium shall begin carrying out the Services on the Effective Date.

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

**3.5** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

### **4. Agreement to Provide Services**

**4.1** With effect from the Signing Date, the Client hereby appoints the Advisory Consortium for the purpose of carrying out of the Assignment and the provision of the Services stated in the Scope of Work as detailed in Schedule A attached hereto (“Scope of Work”) and the Advisory Consortium agrees to such appointment for such consideration as set out in Clause 6 of the Contract Agreement. The

Client agrees that specified portions of the Scope of Work have been distributed among the members of the Advisory Consortium.

### 5. Scope of Work

**5.1** The Services to be provided by the Advisory Consortium under this Agreement is based on the terms of reference as set out in Schedule A to this Agreement.

**5.2** The approach and methodology outlined in the Technical Proposal and scope of work outlined in RFP shall be used for the purposes of any interpretation of the Scope of Work.

**5.3** Unless the Client or the Advisory Consortium's instructions are later amended and agreed between the Parties in writing in accordance with Applicable Laws, the Services to be provided by the Advisory Consortium will be restricted to that set out in Schedule A.

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

**5.5** The Client acknowledges, understands and accepts the Scope of Work and the Services and that although the Lead Advisor shall have overall responsibility for providing Services in accordance with this Agreement, each member of the Advisory Consortium is severally responsible and liable with respect to the specific work / Deliverables assigned to them in terms of Schedule A and the Deliverables to be submitted in terms of Schedule B.

### 6. Fee

**6.1** The Parties have agreed that the total fee for this Assignment shall comprise two components:

1. **Fixed Price / Lump Sum Component:** Payable to the Bidder (or, in case of a Consortium, to the respective members as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, upon satisfactory completion of the respective milestones as specified in Schedule E and the Terms of Reference within this RFP Document.

Note: The quoted Bid Price shall form the basis for bid evaluation and shall be exclusive of any Success Fee.

2. **Success Fee Component:** In addition to the quoted Bid Price, a Success Fee shall be payable to the winning Bidder (in case of a Consortium, respective members of the Consortium as stipulated in the invoice submitted by the Consortium's Lead Member to the Procuring Agency) in PKR, at the time of signing of Concession Agreement @ 0.5% of EPC cost from the preferred bidder as specified in Schedule E and the Terms of Reference within this RFP Document.

Other related terms with respect to payment of the Fee or any part thereof and expenses are also set out in Clause 12 of the Contract Agreement and Schedule E.

**6.2** If the Client seeks to vary the Scope of Work, the Parties shall discuss such matters mutually and any changes to the Scope of Work and any changes to the Scope of Work will be agreed between the Parties in writing, subject to mutual agreement on change in fee and the respective timelines for completion, which will be subsequently recorded by way of an amendment to this Agreement. Any amendment to the Scope of Work or Services shall only become effective once the Parties have agreed to revise the Fee as a result of such amendment subject to SPP Rules and regulations and the revised time period that will be required to provide the additional services and recorded the same by way of an amendment to the terms of this Agreement. For the avoidance of doubt, it is clarified that the amendment to the Agreement between the Parties in relation to the revision in the Fee and timelines as a result of any amendment in the Scope of Work shall be a condition precedent to the effectiveness of such amended Scope of Work.

**6.3** All payments under this Agreement shall be made to the invoicing party namely, the Advisory Consortium, approved under the Contract Agreement, provided that the invoices will be raised by the individual members of the Advisory Consortium, which shall be clubbed together by the Lead Advisor into a single Invoice indicating the share of each individual member of the Advisory Consortium. The Client shall make payment to the individual member of the Advisory Consortium separately under intimation to the Lead Advisor as per the single invoice submitted by the Lead Advisor. The account details for payment for individual members of the Advisory Consortium will be provided by the Lead Advisor to the Client.

## **7. Project Administration**

**7.1** The Advisory Consortium shall comply with all the terms, regulations, rules, and requirements of the Client during the term of the Contract Agreement.

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

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

**7.4**

The Client shall have unrestricted access to all plans, drawings, specifications, designs, reports, presentations and other documents produced by the Advisory Consortium during the term of this Agreement and submitted to the Client for the purposes of the Assignment. The Advisory Consortium shall not later than 15 days, deliver five copies of all such documents to the Client upon request from the Client.

**8. Warranties****8.1**

The Client represents and warrants to the Advisory Consortium that it has the necessary authorization, mandate and capacity to award the Assignment to the Advisory Consortium pursuant to this Contract Agreement.

**8.2**

Each member of the Advisory Consortium represents and warrants that:

- a. 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;
- b. It has taken all necessary corporate (if it is a corporate body) 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;
- c. this Agreement and all obligations contained herein constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof;
- d. it has the financial standing and capability to undertake the Assignment accordance with the applicable standards and it has not committed a breach in respect of their payment obligations in relation to a financial obligation;
- e. it is subject to the Applicable Laws, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement and/or or matters arising hereunder including any obligation, liability or responsibility hereunder;
- f. the execution, delivery and performance of this Agreement does not and shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any of its constitutive and corporate charters, filings with government authorities, documents, or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected; there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it under the Applicable Laws before any court or before any other judicial, quasi-judicial or

other authority, the outcome of which may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement;

- g. no representation or warranty made by it 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;
- h. each member of the Advisory Consortium shall be severally liable for the performance of Services under this Agreement;
- i. that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Scope of Work or Services in connection with the Assignment; and
- j. It shall abide by the terms of the Contract Agreement and that they shall perform their respective parts of work professionally and according to the international best practices.

## 9. Communication

**9.1** All significant communication between the Parties shall be in writing delivered through some established credible medium including email but all Deliverables shall be sent to the Client in hard copy form with 3 number of copies.

**9.2** All communication of a substantive nature between the Parties shall be sent to the respective key contact persons in addition to any other person(s) or official(s) the Parties to the Agreement may wish to notify or to whom it is necessary and obligatory to send that communication.

**9.3** The respective key contact persons for communication shall be:

For Client	For Advisory Consortium
Name:	Name:
Designation:	Designation:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:
Email:	Email:

**9.4** Either Party may change its address to any physical address, email address and Fax number for this purpose, by notice in writing to the other Party

## 10. Reporting

**10.1** The Advisory Consortium's reporting will be based on Deliverables as described in the RFP and reproduced in Schedule B to this Agreement. The Deliverables will be prepared solely in connection with, and for use in accordance with, the terms of the Contract Agreement. The Lead Advisor will report exclusively and directly to the Client.

**10.2** If, in carrying out the agreed Scope of Work, the Advisory Consortium becomes aware of any matters outside the agreed scope that the Advisory Consortium considers to be of importance to the Assignment, the Advisory Consortium will bring these to the attention of the Client. The Parties may, after mutual consultation, change the Scope of Work, if so needed, in the manner set out in Clauses 5.3 and 6.2 of the Contract Agreement.

**10.3** The Advisory Consortium shall provide the Client with the Deliverables described in Schedule B during the course of the Assignment.

**10.4** The outcome of the Project shall be to complete the Assignment as per the agreed Scope of Work.

**10.5** Whilst each submission of the work products shall address different aspects of the Assignment that the Advisory Consortium shall perform, the final study report shall take into consideration all the outputs from earlier work products submitted by the Advisory Consortium.

**10.6** In order to confirm that the Advisory Consortium's reports address all the matters within the agreed Scope of Work, the Advisory Consortium will submit a draft of its reports/ plans/ models to the Client for its comments prior to issuing it in final form and shall be reviewed by the Client within fifteen (15) Business Days from the submission date of the same. If the Client does not raise any objection(s) or provide comments within the set period of fifteen (15) Business Days, the same shall be deemed to have been accepted by the Client. However, if the Client raises any objection(s) or has any comments thereon and the same have been raised and communicated to the Advisory Consortium within the set time limit of fifteen (15) Business Days, the Advisory Consortium shall respond to such objections and/or incorporate or address such comments and re-submit the draft Deliverable to the Client within seven (7) Business Days. The Client shall be required to review the revised draft Deliverable within seven (7) Business Days from the submission date of the same. If the Client does not raise any objection(s) or provide comments within the set period of seven (7) Business Days, the same shall be deemed to have been accepted by the Client for the purposes of achievement of the Deliverables as set down in Schedule B and the Advisory Consortium will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) raise an invoice for and receive

payment for completion of such Deliverable in accordance with Schedule E.

**10.7** The Advisory Consortium shall be under no obligation to update any advice, reports or any Deliverables provided to the Client, oral or written, for events occurring after the advice, report(s) or Deliverable(s) have been provided to the Client in its final form or after any advice, report or Deliverable is deemed as accepted by the Client in accordance with the terms of the Contract Agreement.

**10.8** On completion of the Assignment, the Client would encourage that the Advisory Consortium to carry out a debriefing where the Client shall provide feedback on the work carried out by the Assignment Team (defined below).

## **11. Access**

**11.1** For undertaking the Assignment, the Advisory Consortium will have access to the Project site(s) and wherever applicable, the relevant and important surveys/studies which would facilitate the Advisory Consortium in connection with this Agreement. These would primarily include but not be limited to the relevant surveys/studies mentioned in the RFP.

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

**11.3** Based on its past experience and knowledge, the Advisory Consortium shall endeavor to identify studies, report or data, which have been conducted previously either at the Federal and/ or Provincial level and shall assist, wherever possible, to enable the Client in gaining access to such studies, reports or data.

**11.4** The Client shall arrange access to and discussions with its relevant officers and officials, on, as well as off Project sites, in addition to coordinating visits to the Project sites.

**11.5** The Lead Advisor will provide to the Client, information in relation to the Project that it obtains during the term of this Agreement, but shall not be under any obligation, to provide such information, the disclosure of which would breach any law, any regulation of any governmental supervisory or regulatory authority, the terms of any agreement to which the Advisory Consortium or any member thereof are/is a party, or any duty of confidentiality that the Advisory Consortium or any member thereof owes to a third party.

**11.6** Any information provided by the Client shall be validated by the Advisory Consortium, who shall inform the Client of any discrepancies or deficiencies in the same before relying on such information. The Advisory Consortium shall retain responsibility for information created as part of the engagement. The Advisory Consortium may not be held responsible or liable if any information

material to their task which was provided by the Client is withheld or concealed or fraudulently represented to them.

**11.7** The Client shall provide guidance and assistance in the establishment of the liaison and obtaining relevant information/studies from the concerned governmental agencies, consultants and other stakeholders. In case of absence or non-availability of such information, however, the Advisory Consortium shall, with the prior intimation to the Client, rely mainly on its own sources of information, in which case, the Advisory Consortium shall not be responsible for the completeness and accuracy of information. It is, however, agreed by the Advisory Consortium that only authenticated information shall be relied upon, that is, if the information is either signed by the agency concerned or if it is issued/made public with the approval of the same. The Advisory Consortium may rely on any instructions or requests made or notices given or information supplied in writing (including email), by any person that it knows to be authorized by the Client for such purposes.

**11.8** The Client acknowledges and irrevocably confirms that any information provided by the Client in relation to the works being performed under the Scope of Work by the Advisory Consortium that has been accepted by the Client as being the relevant information to be applied in respect of the Assignment and accordingly the Advisory Consortium will not be liable for any defects, errors and/ or omissions in the provision of the services by the application of the information and the utilization of the information specifically provided by the Client.

## **12. Payment to Advisory Consortium**

**12.1** The Advisory Consortium shall be responsible for financing its activities until such time as payment is effected by the Client as mentioned in Clause 12.3 of the Contract Agreement. The Advisory Consortium shall submit its invoices to the Client in a format agreed between the Parties.

**12.2** The Client shall compensate the Advisory Consortium for services rendered under the Agreement in accordance with Clause 7.2 of the Contract Agreement, Advisory Consortium's Time Plan and Reporting Schedule, attached under Schedule D to the Contract Agreement.

**12.3** Subject to the terms and conditions of this Agreement including Clause 10.7 of the Contract Agreement, all payments due by the Client to the Advisory Consortium shall be paid within 15 Business Days from the date of receipt of invoice by the Client.

**12.4** The Fee or any part thereof (as per the invoice raised in accordance with the Contract Agreement) shall be paid through a demand draft or crossed cheques in favor of individual members of the Advisory Consortium, in PKR in accordance with Schedule E to this Agreement.

**12.5** In relation to payments to be made to international firms (if any) that are part of the Advisory Consortium, the same shall be made to the Lead Advisor or the Local Representative of the international firm also in PKR amount indicated on their invoice raised in accordance with Schedule E; mode of such payments will be as per Clause 12.4 of the Contract Agreement.

### **13. Assignment Team**

**13.1** The Parties shall, immediately after the Signing Date, form an assignment team (“Assignment Team”), which will be responsible for the management of the Contract Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Advisory Consortium to the Client.

**13.2** The Assignment Team shall be composed of the following:

- (a) Officers appointed by the Client;
- (b) An authorized representative of the Lead Advisor representing the Advisory Consortium, who shall act on behalf of and have the authority to bind the Advisory Consortium;
- (c) Individuals mentioned in the RFP i.e. the CVs of those who were evaluated for the award of the Bid; and
- (d) Such other members of the Advisory Consortium as appointed by the Advisory Consortium.

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

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

The Assignment Team shall determine an appropriate set of meetings to be held and the frequency thereof.

**13.4** Except as the Client may otherwise agree, no changes shall be made in the Assignment Team or the sub-consultants. If, for any reason beyond the reasonable control of the Assignment Team, it becomes necessary to replace any of the team members, the Assignment Team shall provide as a replacement a person of equivalent or better qualifications, subject to the approval of the Client. The Client may require the Advisory Consortium to remove and replace any staff

member, stating reasons for such action. List of the Assignment Team is attached in Schedule C to the Contract Agreement.

#### **14. Obligation of the Parties**

##### **14.1**

The Client undertakes:

- (a) to remunerate the Advisory Consortium for the Services in a timely manner in accordance with the terms and conditions set out in the Contract Agreement;
- (b) 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;
- (c) to inform the Advisory Consortium of any information or developments which may come to their attention during the duration of the Contract Agreement, which might have a bearing on or be relevant to the Services to be provided by the Advisory Consortium; and
- (d) to co-operate with the Advisory Consortium (to the extent reasonably requested and possible for it) at all times for the purposes of facilitating a timely and efficient delivery of the Services.

##### **14.2**

The Advisory Consortium undertakes:

- (a) to perform the Services using reasonable skill and care in accordance with applicable professional standards;
- (b) to devote the necessary time and attention to providing the Deliverables, as set out in the Deliverables schedule, and not engage in any business or activity that will prevent the Advisory Consortium from providing the Services;
- (c) to maintain, at all times, the highest degree of good faith towards the Client and to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the Client of the same. The Parties shall seek to resolve the situation as quickly as possible, however, in the event that the situation cannot be resolved within thirty (30) days the Client or the Lead Advisor may refer the matter for dispute resolution in terms of Clause 15.17 of the Contract Agreement. A deliberate failure by the Advisory Consortium to inform the Client of any conflict of interest shall amount to a material breach of the Agreement and may entitle the Client to terminate the Contract Agreement forthwith;
- (d) to render the services in accordance with the Scope of Work, Deliverables, timeframes and specifications, as set out in the Deliverables schedule, annexed hereto, as amended by written agreement of the Parties;

- (e) that all actions and commitments agreed upon or pursuant to the Assignment Team meetings or Agreement, will be strictly adhered to;
- (f) to provide the Client with any information and reports reasonably requested by the Client in connection with the Services to the extent that the same are covered in the Scope of Work, and which information the Advisory Consortium warrants to be accurate and complete;
- (g) to maintain the professional personnel as promised and committed to by the Advisory Consortium in its proposal throughout the life of this Agreement, and as recorded in the Deliverables schedule, and that in the event of any dedicated member of the Advisory Consortium's personnel becoming incapacitated and unable to carry out his or her duties or whose performance the Client reasonably considers to be unsatisfactory in its discretion, to replace, at the Advisory Consortium's cost, such member, subject to the written approval of the Client;
- (h) to observe neutrality and objectivity in its views and opinions; and
- (i) to respect and observe all Applicable Laws.

## **15. Additional Clauses**

### **15.1**

#### **Assignment and Charges:**

The Advisory Consortium shall not assign this Agreement or any part hereof except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Lead Advisor to delegate any part of the Scope of Work to members of the Advisory Consortium.

### **15.2**

#### **Liability and Indemnity:**

- a. The Advisory Consortium shall indemnify, defend and hold the Client harmless against any losses, damages 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 losses, damages, proceedings, actions and claims have arisen due to Client breach of this Agreement. Provided that the maximum liability on account of indemnity under this Clause shall not exceed the amount equivalent to the Fee;
- b. The Client 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 Client, its officers, servants and agents of any

obligations of the Client under this Agreement except to the extent that any such claim has arisen due to the event of Advisory Consortium's default, breach of this Agreement or negligence. Provided that the maximum liability on account of indemnity under this Clause shall not exceed the amount equivalent to the Fee.

### 15.3

#### **Confidentiality:**

- (a) Neither Party shall during the term of the Contract Agreement ("Receiving Party"), without the prior written consent of the other Party ("Disclosing Party"), disclose any proprietary or Confidential Information relating to the Assignment, this Agreement or the business or operations of the Disclosing Party to anyone other than those persons who are connected to the Receiving Party and who are required or authorized to have access to such information. Except to the extent otherwise required by Applicable Law or applicable professional standards, the Parties' obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Client; (b) was known to either the Client or the Advisory Consortium or had been previously possessed by the Client or the Advisory Consortium without restriction against disclosure at the time of receipt thereof by the Client or the Advisory Consortium; (c) was independently developed by the Client or the Advisory Consortium without violation of this Agreement; or (d) the Client and the Advisory Consortium agrees from time to time to disclose. Each Party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own Confidential Information, except to the extent that Applicable Law or professional standards impose a higher requirement. Notwithstanding anything contained in this Agreement, the Lead Advisor shall be at liberty to disclose all information as may be required to the members of the Advisory Consortium.
- (b) The Advisory Consortium may retain, subject to the terms of this paragraph, copies of the Client's Confidential Information required for compliance with professional standards (applicable on them) or internal policies. If either Party receives a validly issued administrative or judicial demand requiring it to disclose the other Party's Confidential Information, such party shall provide prompt written notice to the other Party of such demand in order to permit such Party to seek a protective order. So long as the notifying Party gives notice as provided herein, the notifying Party shall thereafter be entitled to comply with such demand to the extent permitted by Applicable Law,

subject to any protective order or the like that may have been entered in the matter.

- (c) Clauses 15.3(a) and (b) above shall not apply to any of the information that the Advisory Consortium are required by Applicable Laws or regulators.
- (d) The obligation to maintain the confidentiality of information shall survive the termination of this Agreement for a period of two (2) years, but will not apply to Confidential Information which was in the public domain prior to being disclosed by the Receiving Party and has come into the public domain other than as a result of being divulged by the Receiving Party.

#### **15.4**

#### **Ownership of Material and Intellectual Property:**

- (a) Any information provided by the Client to the Advisory Consortium and any studies, reports and documentation and reports produced by the Advisory Consortium in performance of the Services and Deliverables set out in the Contract Agreement (hereinafter referred to as the “Materials”) shall belong to and remain the property of the Client, when delivered. However, the Advisory Consortium may retain a copy of such documents and software.
- (b) Upon termination of the Agreement for any reason whatsoever, the Advisory Consortium must return to the Client all Materials in its possession which belong to the Client. The Lead Advisor may retain single copies as may be required pursuant to Clause 15.3(b).

#### **15.5**

#### **Fraud and Corruption:**

If the Client determines that any member of 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 Agreement, then the Client may terminate the Contract Agreement or the relevant member of the Advisory Consortium employment/engagement under this Agreement, and may resort to other remedies including blacklisting/disqualification as provided in SPP Rules. Any personnel of the Advisory Consortium, who engage in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Agreement, shall be removed in accordance with clause 15.26.

#### **15.6**

#### **Waiver:**

- (a) No waiver by a Party of any right under the Contract Agreement shall be effective unless reduced into writing and signed by or on behalf of all the Parties.
- (b) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or

obligations under the Contract Agreement shall not (i) operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement; (ii) be effective unless it is in writing and executed by a duly authorized representative of such Party; and (iii) affect the validity or enforceability of this Agreement in any manner.

(c) Neither the failure by either Party to insist on the performance of the terms, conditions and provisions of the Contract Agreement or any obligation there under no time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

## **15.7 Term, Termination and Survival**

### **15.7.1 Term:**

The appointment of the Advisory Consortium in terms of the Contract Agreement shall automatically terminate upon completion of the Services as per the Scope of Work under Schedule A or upon expiration of a period of Fourteen (14) months from the date of signing of this Agreement, whichever comes earlier (“Termination Date”). During the stated period, the Advisory Consortium shall conclude the Assignment and provide the Services to the Client. In the event the Assignment is not completed within the agreed time due to delay on the part of the Advisory Consortium, the Lead Advisor shall request the Client for reasonable extensions with necessary justifications from the Advisory Consortium and the Client shall have the right to grant such extensions as it may deem appropriate; provided that any such extension in time shall not entitle the Advisory Consortium to claim additional fee.

### **15.7.2 Termination by Client**

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

a) If the Advisory Consortium does not remedy the failure in the performance of their obligations under the Contract Agreement in relation to the Assignment or Services, within thirty (30) days after being notified in writing or within any further period as the Client may have subsequently approved in writing;

Provided that if the Advisory Consortium does not remedy its failure in performance of their obligations under the Contract Agreement in relation to any one or two of the project(s) being part of the Project, within thirty (30) days

after being notified in writing or within any further period as the Client may have subsequently approved in writing, the Client shall have the right to terminate the Contract Agreement only to the extent of part of Services in relation to such project(s) and continue to avail Services in relation to other project(s) under the Contract Agreement.

- b) If any of the members of Advisory Consortium becomes insolvent or bankrupt.
- c) If any of the members of the Advisory Consortium, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- 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 Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract Agreement.
- f) If the Advisory Consortium fails to comply with any final decision reached as a result of arbitration proceedings.

#### **15.7.3 Termination by Lead Member (on behalf of Advisory Consortium)**

The Lead Advisor (on behalf of the Advisory Consortium) may terminate this Agreement, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause:

- a) If the Client fails to pay any money due to the Advisory Consortium pursuant to the Contract Agreement without Advisory Consortium fault or breach of this Agreement.
- b) Pursuant to Clause 15.28 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Lead Advisor that such payment is overdue.
- c) If, as the result of Force Majeure, the Advisory Consortium is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the Client fails to comply with any final decision reached as a result of arbitration proceedings.

#### **15.7.4 Payment upon Termination**

- a) Upon termination of this Agreement by the Client under Clause 15.8.2(e), the Performance Security shall immediately expire and be returned separately to each member of the Advisory Consortium.
- b) Upon termination of this Agreement by the Client under any of the Clauses 15.8.2(a), (b),

(c) and (f), the Client shall be entitled to encash the Performance Security.

#### **15.7.5 Survival**

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

#### **15.8**

##### **Amendments:**

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

#### **15.9**

##### **Notices:**

Unless otherwise stated, notices to be given under the Contract Agreement including but not limited to a notice of waiver of any term, breach of any term of the Contract Agreement and termination of the Contract Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth in Clause 9.3 of the Contract Agreement or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

#### **15.10**

##### **Severability:**

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

#### **15.11**

##### **No Partnership:**

(a) Nothing contained in the Contract Agreement shall be construed or interpreted as constituting a partnership

between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

(b) It is understood and agreed that each of the Parties hereto is an independent party and that neither Party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither Party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

**15.12****Exclusion of Implied Warranties, etc.**

The Contract 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

**15.13****No Representations:**

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

**15.14****Costs:**

(a) Each Party shall bear its own legal costs of, and incidental to, the negotiation, drafting and preparation of the Contract Agreement.

(b) Notwithstanding provisions of liabilities and damages contained in Clause 15.2 any costs, including attorney and own client costs, incurred by a Party, arising out of the breach by either Party of any of the provisions of the Contract Agreement, shall be borne by the Party in breach.

**15.15****Counterparts:**

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

**15.16****Force Majeure:**

(a) For the purposes of the Contract Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party e.g. floods, fire, explosion, accidents, either lack of or failure of power, or by reason of war, revolution, civil commotion, act of public enemies, blockades or embargo or any law and order proclamation, regulation, ordinance, demand or requirement of the Government, or any or other cause, similar to those above enumerated, and which makes a Party’s performance of its obligations under the Agreement impossible or so

impractical as to be considered impossible under the circumstances.

(b) **No Breach of Contract:** The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:

- (i) is not negligent, has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the Contract Agreement; and
- (ii) has informed the other Party as soon as reasonably practicable about the occurrence of such an event.

(c) **Extension of Time:** Any period within which a Party, pursuant to the Contract Agreement, is required to 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.

(d) **Payments:** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 15.17

#### **Dispute Resolution:**

In the event of any controversy or claim arising out of or relating to the Contract Agreement or the Scope of Work or Services, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties. If the Parties fail to settle the controversy or claim at the expiration of thirty (30) days, the matter shall be referred to two (2) arbitrators, one to be appointed by each of the Parties to dispute and to an umpire to be appointed by the arbitrators before entering upon the reference. The two (2) arbitrators and umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof for the time being in force.

The Parties agree that:

- (a) all arbitration proceedings will take place in the jurisdiction of the Sindh province;
- (b) the language of the arbitration shall be English;

- (c) it is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the two arbitrators and an umpire is appointed. The arbitral tribunal may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award;
- (d) the decision of such arbitration to award or awards made by such two arbitrators and an umpire shall be final and binding upon the Parties;
- (e) pending the decision or award, the Parties shall continue to perform their obligations pursuant to the Contract Agreement and Scope of Work; and
- (f) this clause shall continue in force notwithstanding the termination of the Contract Agreement or any Statement of Work.

**15.18****Integrity Pact**

If the Advisory Consortium or any of member thereof or their agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Lead Advisor or the Advisory Consortium (as the case may be) as Appendix – A to this Agreement, then the Client shall be entitled to:

- a) recover from the Lead Advisor or the Advisory Consortium (as the case may be) an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the it or them or any of it/their sub-consultant, agents or servants;
- b) terminate the Contract; and
- c) recover from the Lead Advisor or the Advisory Consortium (as the case may be) any loss or damage to the Client as a result of such termination or of any other corrupt business practices by it or them or any of its/their sub-consultant, agents or servants.

**15.19****Advisory Consortium Not to be Engaged in Certain Activities**

It is agreed that, during the term of the Contract Agreement and two years after expiry of Termination Date, each member of the Advisory Consortium it and any entity affiliated with them, 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.

**15.20****Advisory Consortium not to Benefit from Commissions, Discounts, etc.**

The Fee pursuant to this Contract Agreement shall constitute the Advisory Consortium's only payment in connection with the Contract Agreement 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 the Contract Agreement or to the Services or in the discharge of their obligations under the Contract Agreement, and the Advisory Consortium shall use their best efforts to ensure that the personnel and/or agents of either of them similarly shall not receive any such additional payment

**15.21****Prohibition of Conflicting Activities**

Each of the members of the Advisory Consortium shall not engage, and shall cause their personnel as well as their Consortium Members and their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under the Contract Agreement.

**15.22****No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract Agreement shall not be considered to be a breach of, or default under, the Contract Agreement 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.

**15.23****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.

**15.24****Lead Advisor's Actions Requiring Client's Prior Approval**

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

- a) entering into a sub-contract for the performance of any part of the Assignment;
- b) appointing such members of the personnel not listed by name in Schedule C;

**15.25****Removal and / or Replacement of Personnel**

- a) Except as the Client may otherwise agree, no changes shall be made in the Key Professional Staff. If, for any reason beyond the reasonable control of the Advisory Consortium, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Professional Staff, the Lead Advisor shall provide as a replacement a person of equivalent or better qualifications.

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

**15.26****Good Faith**

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

**16. General Provisions****16.1**

The terms of the Contract Agreement and any attachments or addenda hereto form an integral part of the Contract Agreement. Said attachments are:

Schedule A – Assignment (Terms of Reference)

Schedule B – Deliverable Schedule Assignment Team

Schedule C – Assignment Team

Schedule D – Time Plan and Reporting Schedule

Schedule E – Fee Schedule

**16.2**

The Parties agree that the Client is the beneficiary, and that all supplemental agreements, disputes and other financial, legal and technical documents pertaining to the performance of the Contract Agreement shall be processed through the Client.

**16.3**

The Parties agree that credit on all reports, progress reports, interim reports, and other documents produced under the Contract Agreement shall indicate that the work was conducted under funding provided by the Client.

**16.4**

The Parties shall cooperate and collaborate in the performance of their respective services in accordance with the RFP, and in accordance with the Scope of Work outlined under Clause 5 of the Contract Agreement. The Advisory Consortium shall perform its undertakings in full conformity with the provisions of the Contract Agreement, and shall, at all time, to the extent possible for each Party, prevent any breach in respect thereof.

**16.5**

The Advisory Consortium agrees that it shall carefully, strictly, and specifically comply with each and every provision of the Contract Agreement that relates to the confidential or proprietary information. Further, the work products, including but not limited

to, findings, observations, recommendations, system designs, source and object code(s) and procedures shall be deemed important, confidential and material and in the manner as described in the Contract Agreement.

**16.6** The Advisory Consortium or any of its employees shall not, at any time, either directly or indirectly, communicate to any other person, firm, corporation, or public entity in any manner whatsoever, any such confidential or proprietary information, data, or documents gathered, prepared, seen, or generated during the Assignment, except with the explicit permission of the Client.

**16.7** The Client agrees that during the provision of the Services, and for a period of six month thereafter, it will not make any offer of employment to any partner / employee involved in the provision of the Services, without the prior written consent of the respective individual member of the Advisory Consortium, through the Lead Advisor.

### **17. Entire Agreement**

**17.1** The Contract Agreement (along with its Schedules, attachments and Annexures) contains all the express provisions agreed on by the Parties with regard to the subject matter of the Contract Agreement, and the Parties waive the right to rely on any alleged express provision not contained in the Contract Agreement.

### **18. Exclusivity**

**18.1** This Assignment shall not constitute any exclusivity agreement and as such the individual members of the Advisory Consortium shall have no limitation or bar to engage in any other work relating to third parties during the course of this Assignment.

## Appendix A – Integrity Pact

### Declaration of Fees, Commission and Brokerage etc. Payable by the Consultant

Contract No. \_\_\_\_\_

Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

..... *[name of Consultant]* 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 Consultant]* 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 object of obtaining or inducing procurement of 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 Consultant]* 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 above declaration, representation or warranty.

*[name of Consultant]* 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 as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at 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 sum of any commission, gratification, bribe, finder's fee or kickback given by *[name of Supplier]* as aforesaid for 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 the Procuring Agency: \_\_\_\_\_

Name of the Consultant: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

[Seal]

[Seal]

## Appendix B – Affidavit (non-blacklisting)

*[On stamp paper of PKR 200]*

*[Location, Date]*

To: *[Name and address of PA]*

**Re: FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE UPGRADATION/DEVELOPMENT OF WATER PUMPING STATIONS (AND ALLIED POWER INFRASTRUCTURE) IN DHABEJI UNDER PPP MODE**

Dear Sir:

Pursuant to the Request for Proposal Document dated *[insert the date]* in respect of the Project, *[Insert Name of the Attorney]* hereby represents and warrants that, as of the date of this letter, *[Insert Name of Bidder/ Member of Consortium]*:

- (a) is not in bankruptcy or liquidation proceedings;
- (b) has not been convicted of, fraud, corruption, collusion, or money laundering during the last five (5) years;
- (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) is not blacklisted by any Federal or Provincial governmental or non-governmental department/ agency in Pakistan, or any other provincial government/ governments of any foreign countries or their governmental bodies and /or International Organizations, as at the submission deadline; and
- (e) does not fall within any of the circumstances for ineligibility listed in Instructions to Consultants Clauses 18.1, 13.1, 6.1, and 2.2 (Eligibility Criteria – Bid Data Sheet) of the RFP Document;

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_

## Appendix C – Power of Attorney<sup>39</sup>

*[On stamp paper of PKR 200]*

*[Location, Date]*

Know all men by these presents, we, \_\_\_\_\_ **[insert name and address of the registered office of the firm]** do hereby constitute, appoint and authorize Mr./ Ms. \_\_\_\_\_ **[insert name and father name]** who is presently employed with **[us or the Lead Member of our Consortium]** and holding the position of \_\_\_\_\_ as our Attorney, to do in our name and on our behalf, all or any of the acts, deeds or things necessary or incidental to our Bid for providing consultancy services in relation to the “**FEASIBILITY STUDY AND TRANSACTION ADVISORY SERVICES FOR THE UPGRADATION/DEVELOPMENT OF WATER PUMPING STATIONS (AND ALLIED POWER INFRASTRUCTURE) IN DHABEJI UNDER PPP MODE**” (**Assignment**”), including signing, authenticating and submission of application/ Proposals (Technical and Financial) and affidavits, participating in conferences, responding to queries, submission of information/ documents and generally to represent us in all its dealings with the Karachi Water and Sewerage Corporation, any other Government entity or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of relevant Project documents.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

### For and on behalf of

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

### Witnesses:

Signature: \_\_\_\_\_

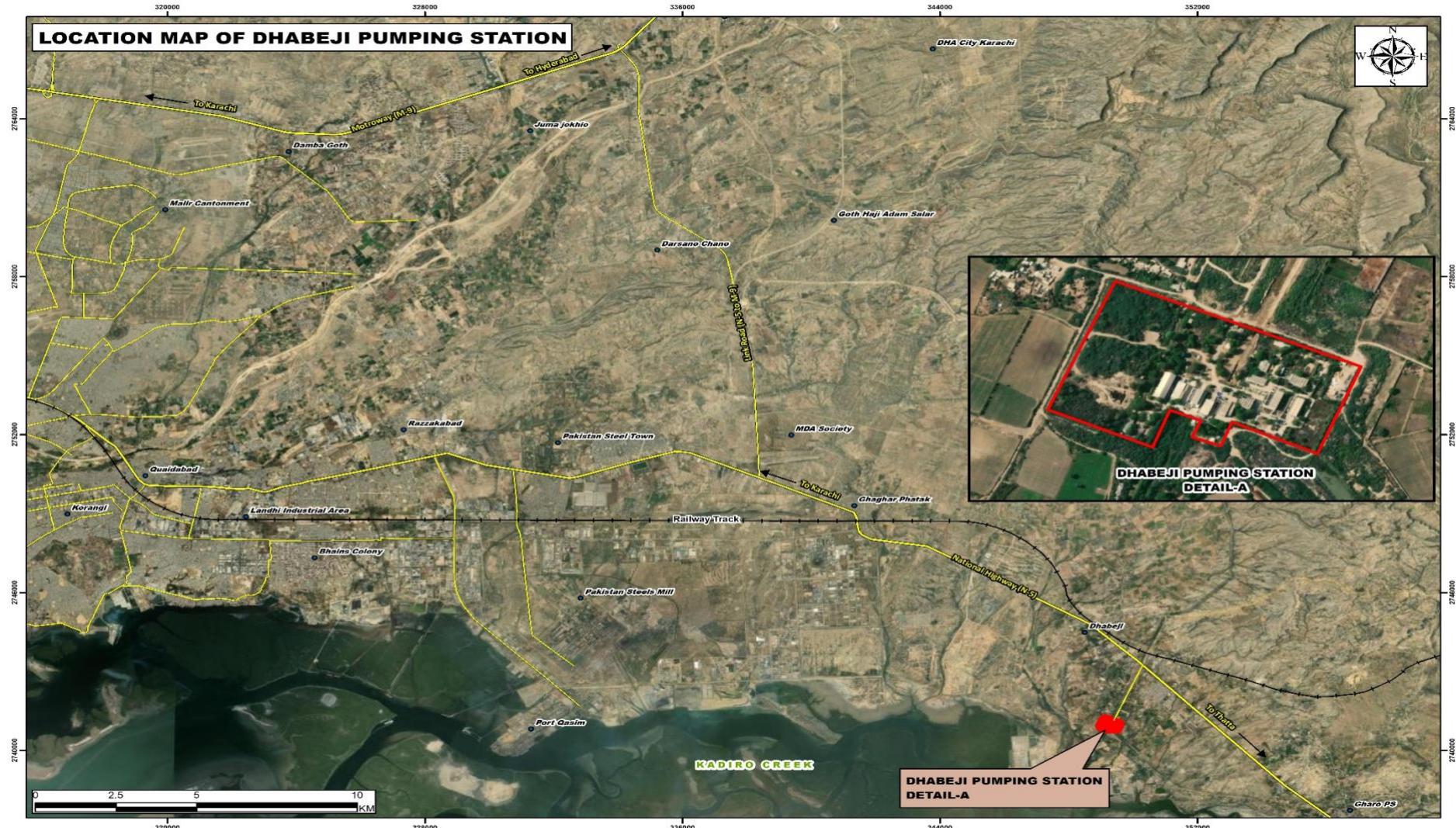
Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

<sup>39</sup> In case of a Consortium, a separate power of attorney (on this format) to be provided/ executed by each member of the Consortium (including the Lead Member) in favor of a representative and attorney of the Lead Member of the Consortium. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. For a power of attorney executed and issued overseas, the same will also have to be legalized by the Pakistan Embassy and notarized in the jurisdiction where the power of attorney is being issued.

## Appendix C – Location Map



## Appendix E – Documents Checklist

The prospective Bidder (individual firm or consortium) shall provide the **checklist, attached with Form Tech-1 (TECHNICAL PROPOSAL SUBMISSION FORM)**, containing information of the required documents accompanied with the Technical proposal that must be appropriately filled, signed, and stamped by the Bidder's authorized representative. **While submitting the bid, the Technical proposals need to follow the instructions as recommended below:**

- the Bidder (in case of a Consortium, each member) must consult the RFP Document for checking the documents' requirement against each criterion and sub-criterion;
- the documents are placed in order as listed below (and those as deemed necessary for qualifying the eligibility and technical evaluation criteria);
- the documents contain substantial evidence (work orders, contracts with a clear scope, and completion certificates or any other substantial evidence if the completion certificates are not available) against the claimed projects' experience and its milestones achieved;
- the documents are printed using paper's double sides, where possible;
- the documents are indexed with page numbers repeat with page numbers as mentioned below;
- the documents (Technical Proposal) do not disclose any information relating to the Financial Bid;
- the documents are submitted, preferably using two-holes file folders/ pockets.
- **the Bidder must note that the Procuring Agency's Committee, during the evaluation process, shall rely on the following information provided by the Bidder. It is the sole responsibility of the Bidder to provide the information in a proper manner as required under the Checklist.**

Bidder's Name: \_\_\_\_\_

RFP Ref. No.: [•]

Procuring Agency: [[•]]

Assignment Title: [•]

Submission Date: \_\_\_\_ / \_\_\_\_ / 2024      Time: \_\_\_\_ : \_\_\_\_

Technical Proposal: \_\_\_\_ Pages

Sr.	Document Title with Description	Check	Page No.			
<b>General Requirements</b>						
1.	Technical and Financial proposals are submitted through the SPPRA EPADS	<input type="checkbox"/>	N/A			
2.	Alternative bids or proposals are not submitted	<input type="checkbox"/>	N/A			
3.	All pages of original Proposal initialed by authorized representative of Consultants	<input type="checkbox"/>	N/A			
4.	Checklist has been properly filled and indexed as per instruction provided above	<input type="checkbox"/>	N/A			
<b>Technical Proposal Requirements</b>						
5.	Form Tech 1: Technical Proposal Submission Form	<input type="checkbox"/>				
6.	Form Tech 2: Consultant's Organization and Experience	<input type="checkbox"/>				
	<b>6.1 General Experience</b>					
	6.1.1 Feasibility study of water and power projects					
Sr. #	Project Title	Work Order	Contract Agreement	Completion Certificate	<input type="checkbox"/>	

<b>I.</b> <b>II.</b> <b>III.</b> <b>IV.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>	<input type="checkbox"/>		
	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
	<b>6.1.2 Bidding package for infrastructure development or turnkey or EPC projects</b>						
<b>Sr. #</b>	<b>Project Title</b>	<b>Work Order</b>	<b>Contract Agreement</b>	<b>Completion Certificate</b>	<input type="checkbox"/>		
<b>I.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>II.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>6.1.3 Financial model and project structuring for infrastructure development or turnkey or EPC projects</b>				<input type="checkbox"/>			
<b>Sr. #</b>	<b>Project Title</b>	<b>Work Order</b>	<b>Contract Agreement</b>			<b>Completion Certificate</b>	
<b>I.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>			<i>Insert page number</i>	
<b>II.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>6.2 Relevant Experience</b>							
<b>6.2.1 Feasibility study relating to the water and power</b>							
<b>Sr. #</b>	<b>Project Title</b>	<b>Work Order</b>	<b>Contract Agreement</b>	<b>Completion Certificate</b>	<input type="checkbox"/>		
<b>I.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>II.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>III.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>6.2.3 Bidding package for projects under PPP mode</b>							
<b>Sr. #</b>	<b>Project Title</b>	<b>Work Order</b>	<b>Contract Agreement</b>	<b>Completion Certificate</b>	<input type="checkbox"/>		
<b>I.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>II.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>III.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>IV.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>6.2.4 Financial model and project structuring for projects under PPP mode</b>							
<b>Sr. #</b>	<b>Project Title</b>	<b>Work Order</b>	<b>Contract Agreement</b>	<b>Completion Certificate</b>	<input type="checkbox"/>		
<b>I.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>II.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>III.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>IV.</b>	<i>Insert project title here</i>	<i>Insert page number</i>	<i>Insert page number</i>	<i>Insert page number</i>			
<b>7.</b>	Form Tech 3: Comments and suggestions on the TOR and resources					<input type="checkbox"/>	
<b>8.</b>	Form Tech 4: Description of approach, methodology and work plan, appreciation and clarity of Projects, understanding of the Assignment objectives; innovativeness or suggested changes with value additions, stakeholders' management plan, existing commitments, engagements, and available strength with justification					<input type="checkbox"/>	
<b>9.</b>	Form Tech 5: Team Composition and Task Assignments					<input type="checkbox"/>	
<b>10.</b>	Form Tech 6: CVs along with the last educational degree or certificate of the Key Professional Staff					<input type="checkbox"/>	
<b>10.1 Financial Team</b>							
10.1.1 Financial Team Leader <input type="checkbox"/>							
10.1.3 Project Finance Expert <input type="checkbox"/>							
<b>10.2 Technical Team</b>							

	10.2.1 Technical Team Leader	<input type="checkbox"/>	
	10.2.2 Public Health Engineer	<input type="checkbox"/>	
	10.2.3 Structural Engineer	<input type="checkbox"/>	
	10.2.4 Mechanical Engineer	<input type="checkbox"/>	
	10.2.5 Electrical Engineer	<input type="checkbox"/>	
	10.2.6 Geotechnical Engineer	<input type="checkbox"/>	
	10.2.7 Quantity Surveyor	<input type="checkbox"/>	
	10.2.8 Environmental Expert	<input type="checkbox"/>	
		<input type="checkbox"/>	
		<input type="checkbox"/>	
	<b>10.3 Legal Team</b>		
	10.3.1 Legal Team Leader	<input type="checkbox"/>	
	10.3.2 Legal Expert	<input type="checkbox"/>	
<b>11.</b>	Form Tech 7: Staffing Schedule	<input type="checkbox"/>	
<b>12.</b>	Form Tech 8: Work Schedule	<input type="checkbox"/>	
<b>13.</b>	Appendix C- Power of Attorney – on stamp paper of required value	<input type="checkbox"/>	
<b>14.</b>	Appendix B – Affidavit (non-blacklisting) – on stamp paper of required value	<input type="checkbox"/>	
<b>15.</b>	Appendix A - Integrity Pact	<input type="checkbox"/>	
<b>16.</b>	Consortium Agreement (in case of a Consortium only)	<input type="checkbox"/>	
<b>17.</b>	Constituent Documents (Memorandum & Articles of Association or equivalent)	<input type="checkbox"/>	
<b>18.</b>	Registration Documents (NTN, SRB, PEC, PCTAP, as applicable)	<input type="checkbox"/>	
<b>19.</b>	Company Profile(s)	<input type="checkbox"/>	
<b>20.</b>	Audit Reports (Balance Sheets, Income and Cash Flow Statements)	<input type="checkbox"/>	
<b>21.</b>	Income Tax Returns	<input type="checkbox"/>	
<b>22.</b>	Qualification Track Record (Contracts with Completion Certificates or any other substantial evidence)	<input type="checkbox"/>	
<b>23.</b>	Bid Security Financial Instrument (without showing or disclosing the amount on it)	<input type="checkbox"/>	
<b>24.</b>	Historical Contracts Non-Performing Details	<input type="checkbox"/>	
<b>25.</b>	Litigation History	<input type="checkbox"/>	
<b>Financial Proposal</b>			
<b>26.</b>	Form FIN 1: Financial Proposal Submission Form	<input type="checkbox"/>	N/A
<b>27.</b>	Form FIN 2: Summary of Costs inclusive of all the applicable taxes	<input type="checkbox"/>	N/A
<b>28.</b>	Bid Security (1%) of the Quoted Bid Price	<input type="checkbox"/>	N/A
<b>29.</b>	Bid Security covers minimum time, i.e., valid up to 28 days beyond bid validity period	<input type="checkbox"/>	N/A
<b>30.</b>	Manner of payment of Bid Security is as per the terms and conditions of the RFP Document	<input type="checkbox"/>	N/A

