



**KARACHI WATER AND SEWERAGE BOARD**

**REQUEST FOR PROPOSALS  
FOR  
AWARD OF CONCESSION  
IN RESPECT OF THE  
KARACHI HUB WATER CANAL**

**29<sup>TH</sup> AUGUST 2022**

## LETTER OF INVITATION

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Karachi Water and Sewerage Board (“**KW&SB**”) intends to engage a private party on PPP mode to design, finance, build, rehabilitate, operate, maintain and transfer the infrastructure of Karachi Hub Water Canal and associated facilities to ensure long term water supply of 454,609 m<sup>3</sup>/Day to the city of Karachi while minimizing water losses and maintaining quality of water supply. The Project is expected to have a major development impact as the first competitively procured water supply project in Pakistan. For details on Project background, scope of work and specifications, please refer to Volume II (*Technical Specifications*) of the Request for Proposals (“**RFP**”).

*Capitalized terms used herein and not otherwise defined shall have the meaning given to them in Volume I (Bidding Procedure) of the RFP.*

For the purposes of the Project, KW&SB invited Prequalification Applications from interested developers pursuant to the Prequalification Document to determine and evaluate their capabilities, competence and resources to execute the Project.

KW&SB hereby invites the Prequalified Applicants to participate in the Bidding Process and to submit their Bids for the Project in accordance with the requirements of the Applicable Evaluation Documents.

Bidders are required to submit only one (1) Bid, comprising of one (1) original Technical Proposal and one (1) original Financial Proposal, and four (4) hard copies of each, with one (1) soft copy of each (on CDs/ DVDs/ USBs) and other supporting documents (as applicable), as identified in the RFP, no later than **12:00 hours PST** by the Bid Submission Date at the submission address, as indicated in the Data Sheet.

The Technical Proposals will be opened on the Bid Submission Date at **13:00 hours PST** in the presence of the representatives of the Bidders who may wish to attend. After completion of evaluation of the Technical Proposals, Bidders who have submitted responsive Technical Proposals in terms of the Applicable Evaluation Documents shall be invited to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be advised in writing to all technically qualified Bidders by KW&SB.

All Bidders are required to furnish, as part of their ~~Financial~~Technical Proposals ~~(in a separately sealed envelope)~~ a Bid Security, equivalent to ~~one percent (1%) of the Bid Price.~~ PKR 350,000,000/- (Pakistani Rupees Three Hundred Fifty Million only). The Bid Security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached as Bidding Form ~~F2T20~~ (Form of Bid Security) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, issued in accordance with the requirements set out in the Instructions to Bidders.

It is mandatory for the Bids to be prepared using the standard formats for Technical Proposals and Financial Proposals, as provided in the RFP. Bids that are not prepared on the prescribed formats may not be considered ~~by TFEC for evaluation~~. If any information required in the prescribed forms is found missing, or written elsewhere, no credit will be given during evaluation and may lead to rejection of the Bid.

KW&SB may amend the RFP by issuing an addendum or a corrigendum (as the case may be) as per the requirements specified in the RFP, at any time prior to the Bid Submission Date.

Subject to the provisions of the Applicable Evaluation Documents, KW&SB reserves the right to cancel the Bidding Process at any time.

The RFP shall be: (a) uploaded on the websites of KW&SB, SPPRA and PPP Unit (provided below); (b) issued to the Prequalified Applicants via email, on the email addresses provided by the Prequalified Applicants in their Prequalification Applications; and (c) issued to the Prequalified Applicants via registered post on the addresses provided by the Prequalified Applicants.

**Designation:** Project Director - Karachi Hub Water Canal Project.

**Address:** Room No. 26, First Floor, Block B, Office of The Karachi Water & Sewerage Board, 9<sup>th</sup> Mile, Karsaz, Karachi, Pakistan.

**Phone No.:** 0092 21 9924 5130

-0092 21 9922 2193

**Email:** [kwsc@ifc.org](mailto:kwsc@ifc.org) & [karachihubwatercanalproject@gmail.com](mailto:karachihubwatercanalproject@gmail.com)

**Websites:** **KW&SB** – <https://www.kwsb.gos.pk>

**SPPRA** – <https://ppms.pprasindh.gov.pk/PPMS/>

**PPP Unit** – <https://www.pppunitsindh.gov.pk/>

Sincerely,

**PROJECT DIRECTOR  
KARACHI HUB WATER CANAL PROJECT  
KARACHI WATER AND SEWERAGE BOARD**

## **IMPORTANT NOTICE**

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The RFP, together with all volumes, attachments, forms, annexures and appendices, attached thereto, is issued by KW&SB and is provided to the recipients solely for use in preparing and submitting the Bids.

Bids submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all terms of the RFP and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP.

No GoS Party makes any representations (express or implied) or warranties as to the accuracy or completeness of the information contained in the RFP, or in any other document or information made available to a person in connection with the Project (including the Bidding Process); and the same shall have no liability for the RFP or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. No GoS Party shall be liable to reimburse or compensate any recipient for any costs, fees, damages or expenses incurred by the recipient in evaluating or acting upon the RFP or otherwise in connection with the Project.

The RFP shall neither constitute a solicitation to invest, or otherwise participate, in the Project (including the Bidding Process), nor shall it constitute a guarantee or commitment of any manner on the part of any GoS Party that the Project will be awarded or otherwise proceed. KW&SB (including GoS) reserves the right, in its full discretion, to modify the RFP and/or the Project requirements at any time to the fullest extent permitted by applicable Laws and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

KW&SB may amend the RFP by issuing an addendum or a corrigendum (as the case may be) as per the requirements specified in the RFP, at any time prior to the Bid Submission Date.

Subject to the provisions of the Applicable Evaluation Documents, KW&SB reserves the right to cancel the Bidding Process at any time.

*Capitalized terms used herein and not otherwise defined shall have the meaning given to them in Volume I (Bidding Procedure) of the RFP.*

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**VOLUME I:  
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**PART 1**  
**INSTRUCTIONS TO BIDDERS**



## GLOSSARY

*Unless otherwise specified / defined, all capitalized terms used herein shall bear the meanings set out below. References to any law, rule or regulation shall include any amendments, modifications or any re-enactment thereof.*

*The headings in the Instructions to Bidders, including the table of contents, are for convenience of reference only and not for purposes of construction or interpretation of the Instructions to Bidders.*

TERM	DEFINITION
<b>Acceptable Bank</b>	Has the meaning given to it the Concession Agreement.
<b>Acceptance of Notification of Award</b>	Has the meaning given to it in Sub-Section 7.3.3 of the Instructions to Bidders.
<b>Affiliate</b>	<p>With respect to a person (being the Bidder or, where the Bidder is a Consortium, each Consortium Member), means:</p> <ul style="list-style-type: none"> <li>(a) any company or entity that directly or indirectly Controls or is Controlled by, or is under common Control with such person;</li> <li>(b) any director, senior executive or manager either of such person or of any company or entity referred to in paragraph (a) above;</li> <li>(c) any consultant, agent or representative supporting such person in connection with the Project (including the Prequalification Process and / or Bidding Process for the Project); and / or</li> <li>(d) any other person with an aggregate ultimate beneficial interest in at least five percent (5%) of the share capital or ownership interest in such person (howsoever held).</li> </ul>
<b>Applicable Evaluation Documents</b>	Collectively: (a) the Sindh PPP Act; (b) the SPPRA Act; (c) the SPPRA Rules; (d) the SPPRA Guidelines; (e) any applicable order, instruction, guideline, regulations or instrument issued under the Sindh PPP Act, the SPPRA Act and / or the SPPRA Rules; and (f) the RFP.
<b>Approved Contractor</b>	The Approved EPC Contractor and / or the Approved O&M Contractor.
<b>Approved EPC Contractor</b>	The contractor selected from the qualified Proposed EPC Contractors, approved in terms of Sub-Section 6.5 ( <i>Evaluation Criteria</i> ) of the Instructions to Bidders, to undertake the Mobilisation Activities and the C&O Activities.
<b>Approved O&amp;M Contractor</b>	The contractor selected from the qualified Proposed O&M Contractors and approved in terms of Sub-Section 6.5 ( <i>Evaluation Criteria</i> ) of the Instructions to Bidders, to undertake the C&O Activities and the O&M Activities.
<b><u>Apostille Convention</u></b>	<u><a href="#">The Convention of 5 October 1961 Abolishing the Requirement of Legalisation for Foreign Public Documents.</a></u>

<b>Availability Payment</b>	Has the meaning given to it in the Concession Agreement.
<b>Best Evaluated Bid</b>	A Bid which is determined to be the ' <i>best evaluated bid</i> ' for the award of Concession in terms of the requirements of the Applicable Evaluation Documents.
<b>Bid</b>	The proposal (constituting the Technical Proposal and Financial Proposal) submitted by a Bidder in response to the RFP, which is prepared and submitted in accordance with this RFP.
<b>Bidder</b>	The Prequalified Applicant that has submitted a Bid in response to the RFP.
<b>Bidding Forms</b>	The forms provided in Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP, that are required to be submitted with the Technical Proposals and the Financial Proposals.
<b>Bidding Process</b>	The international competitive bidding process being conducted pursuant to the Applicable Evaluation Documents, for the selection of the Successful Bidder for the award of the Concession for the Project.
<b>Bid Price</b>	The price quoted by a Bidder in its Financial Proposal, calculated as per the formula set out in Section II ( <i>Financial Evaluation Criteria</i> ) of Annexure B ( <i>Evaluation Criteria</i> ) of Part 4 ( <i>Annexures</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.
<b>Bid Security</b>	Has the meaning given to it in Sub-Section 4.7.1 of the Instructions to Bidders.
<b>Bid Submission Date</b>	The last date for submission of Bids as specified in the Data Sheet, as may be extended by KW&SB in accordance with the requirements of the Applicable Evaluation Documents.
<b>Bid Validity Period</b>	The period of one hundred twenty (120) days starting from the Bid Submission Date, as may be extended in accordance with the requirements of the Applicable Evaluation Documents.
<b>Business Day</b>	Any day that is not declared a public holiday in Karachi, Pakistan, during which banks are generally open for business in Karachi, Pakistan.
<b><u>Canal Experts</u></b>	<u>Has the meaning given to it at paragraph no. (ii) of sr. no. 2 (Suitable relevant project experience with specific details of the Proposed O&amp;M Contractor) set out in Section I (Technical Evaluation Criteria) of Annexure B (Evaluation Criteria) of Part 4 (Annexures) of Volume I (Bidding Procedure) of the RFP)</u>
<b>C&amp;O Activities</b>	Has the meaning given to it in the Concession Agreement.
<b>C&amp;O Performance Security</b>	The irrevocable, unconditional and on-demand bank guarantee, in favour of GoS, in an amount equal to Pakistani Rupees One Billion

	only (PKR 1,000,000,000/-) issued by an Acceptable Bank as per the requirements of the RFP and in the form set out in Annexure C ( <i>Form of the C&amp;O Performance Security</i> ) of Part 4 ( <i>Annexures</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.
<b>C&amp;O Performance Security Expiry Date</b>	Has the meaning given to it in the Concession Agreement.
<b>Class B Equity Subscription Account</b>	Has the meaning given to it in the EFU Agreement.
<b>Commencement Conditions Precedent</b>	Has the meaning given to it in the Concession Agreement.
<b>Commencement Date</b>	Has the meaning given to it in the Concession Agreement.
<b>Company</b>	The SPV to be established and incorporated under the laws of Pakistan by the Successful Bidder, for the purposes of undertaking the Project.
<b>Concession</b>	Has the meaning given to it in the Concession Agreement.
<b>Concession Agreement</b>	The agreement titled “Concession Agreement” attached in Volume III ( <i>Concession Agreement and Appendices</i> ) of the RFP, including all appendices thereto.
<b>Concession Documents</b>	Collectively: (a) the Concession Agreement; (b) the License Agreement; (c) the EFU Agreement; and (d) such other instrument executed in relation to the Project, which has been designated by KW&SB / GoS as a Concession Document.
<b>Concession Period</b>	Has the meaning given to it in the Concession Agreement.
<b>Consortium</b>	A Bidder comprised of two (2) or more Consortium Members, formed to submit the Bid, in accordance with the requirements of the Applicable Evaluation Documents.
<b>Consortium Authorized Representative</b>	The Lead Investor or the Lead Developer, appointed as the authorized representative of a Consortium in terms of the requirements of the Prequalification Document and the RFP.
<b>Consortium Members</b>	Each member of a Consortium, including the Lead Developer and the Lead Investor.
<b>Consortium Undertaking</b>	Has the meaning given to it in Sub-Section 2.1.2 of the Instructions to Bidders.
<b>Control</b>	The: (a) ownership or control (whether directly or otherwise) of more than 50% of the equity share capital, voting capital, or the like, of the controlled entity; or

	<p>(b) ownership of equity share capital, voting capital, or the like, by contract or otherwise, conferring control of or power to: (i) control the composition of, or power to appoint more than fifty percent (50%) of the members of the board of directors, board of management, or other equivalent or analogous body of the controlled entity; or (ii) appoint the key managers of such entity,</p> <p>and “Controls” “Controlling” or “Controlled” shall be construed accordingly.</p>
<b>Data Sheet</b>	The data sheet provided in Section 9 ( <i>Data Sheet</i> ) of the Instructions to Bidders.
<b>EFU Agreement</b>	The agreement titled “Equity Funding and Utilization Agreement” attached in Volume IV ( <i>EFU Agreement</i> ) of the RFP, including all appendices thereto.
<b>Eligible Country</b>	All countries of the world with whom Islamic Republic of Pakistan has commercial/trade relations and those which are not Sanctioned Countries.
<b>Equity IRR</b>	The Equity IRR (USD) and the Equity IRR (PKR), as applicable, as set out in Bidding Form <del>F3F2</del> -G ( <i>Termination Payments</i> ) of Bidding Form <del>F3F2</del> ( <i>Financial Forms</i> ) of Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.
<b>Final Expiry Date</b>	Has the meaning given to it in the Concession Agreement.
<b>Financial Proposal</b>	The financial proposal (including all forms, documents and information required in terms of the RFP and submitted therewith), submitted by a Bidder as part of its Bid pursuant to the RFP.
<b><u>Foreign Currency Funding Amount</u></b>	<u>Has the meaning given to it Sub-Section 8.7 (<i>Foreign Debt Indexation</i>) of the Instructions to Bidders.</u>
<b><u>Foreign Debt Amount</u></b>	<u>Has the meaning given to it Sub-Section 8.7 (<i>Foreign Debt Indexation</i>) of the Instructions to Bidders.</u>
<b><u>Foreign Equity Amount</u></b>	<u>Has the meaning given to it Sub-Section 8.7 (<i>Foreign Debt Indexation</i>) of the Instructions to Bidders.</u>
<b>Foreign Sponsor</b>	Has the meaning given to it Sub-Section 8.5 ( <i>Requirements with respect to Foreign Exchange Indexation</i> ) of the Instructions to Bidders.
<b>GoS</b>	The Local Government & Housing Town Planning Department, Government of Sindh.

<b>GoS Account One</b>	Has the meaning given to it in the Concession Agreement.
<b>GoS Equity Amount</b>	The amount requested by the Bidder in its Financial Proposal from the GoS, not exceeding PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only), and which amount shall in no circumstances be more than forty-nine (49%) percent of the paid-up share capital of the Company, to be funded in terms of the EFU Agreement.
<b>GoS Funding Amount</b>	Has the meaning given to it in the EFU Agreement.
<b>GoS Party(ies)</b>	Collectively, the KW&SB, the Government of Sindh and the TFEC, including their consultants, advisors, employees, personnel or agents and in the case of the Government of Sindh, also includes GoS, all ministries, department, attached department, autonomous body of Government of Sindh, local government or any organization or corporation owned or controlled by the Government of Sindh.
<b>GoS Payment Account</b>	Has the meaning given to it in the Concession Agreement.
<b>GoS Payment Account Required Balance</b>	Has the meaning given to it in the Concession Agreement.
<b>GoS Termination SBLC</b>	Has the meaning given to it in the Concession Agreement.
<b>Head Regulator</b>	The bifurcation point, at the end of the WAPDA canal from where water is distributed into the KWC and the Lasbela canal, as more specifically described in Volume II ( <i>Technical Specifications</i> ) of the RFP.
<b>IDA</b>	International Development Association, the World Bank Group.
<b>IFC</b>	International Finance Corporation, the World Bank Group.
<b>IFC Advisory Fee</b>	<p>The fee of an amount equal to USD 500,000/- (United States Dollars Five Hundred Thousand Only) or an amount (in USD) equivalent to one point five percent (1.5%) of the Total Project Cost indicated by the Successful Bidder, whichever is higher, accrued as a result of IFC's services rendered to KW&amp;SB and the GoS in respect of the Project, to be paid by the Successful Bidder to IFC.</p> <p><i>Note: Exchange rate for USD equivalent amount of the Total Project Cost shall be based on the rate published by Reuters on <a href="https://www.reuters.com/markets/currencies">https://www.reuters.com/markets/currencies</a> at close of business UK time, on the date of Notification of Award.</i></p>
<b>Independent Appointees</b>	Has the meaning given to it in the Concession Agreement.
<b>Instructions to Bidders</b>	The Instructions to Bidders set out in Part 1 ( <i>Instructions to Bidders</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.

<b>Integrity Pact</b>	Has the meaning given to it in Sub-Section 8.3 ( <i>Integrity Pact</i> ) of the Instructions to Bidders.
<b>Karachi Hub Water Canal or KWC</b>	Has the meaning given to the terms “ <i>Karachi Water Canal System</i> ” or “ <i>KWC</i> ” in the Concession Agreement.
<b>KW&amp;SB</b>	Karachi Water and Sewerage Board, established under the KW&SB Act.
<b>KW&amp;SB Act</b>	The Karachi Water and Sewerage Board Act, 1996.
<b>Laws</b>	Has the meaning given to it in the Concession Agreement.
<b>Lead Developer</b>	The lead developer, fulfilling the relevant requirements applicable to a Lead Developer, set out in the Prequalification Document, and as identified in the Prequalification Application.
<b>Lead Investor</b>	The lead investor, fulfilling the relevant requirements applicable to a Lead Investor, set out in the Prequalification Document, and as identified in the Prequalification Application.
<b>License Agreement</b>	Has the meaning given to it in the Concession Agreement.
<b>m<sup>3</sup></b>	Cubic meters.
<b>MIGA</b>	Multilateral Investment Guarantee Agency, the World Bank Group.
<b>Mobilisation Activities</b>	Has the meaning given to it in the Concession Agreement.
<b>Notification of Award</b>	The notification of award to be issued by KW&SB to the Successful Bidder as per Sub-Section 7.3.1 of the Instructions to Bidders.
<b>NPV of Service Payments</b>	The net present value of Service Payments, quoted by a Bidder in its Financial Proposal, calculated as per the methodology set out in Section II ( <i>Financial Evaluation Criteria</i> ) of Annexure B ( <i>Evaluation Criteria</i> ) of Part 4 ( <i>Annexures</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.
<b>O&amp;M Activities</b>	Has the meaning given to it in the Concession Agreement.
<b>Output Payment</b>	Has the meaning given to it in the Concession Agreement.
<b>PKR</b>	Pakistani Rupees, the lawful currency of the Islamic Republic of Pakistan.
<b>PPP</b>	Public Private Partnership.
<b>PPP Unit</b>	The PPP Unit established under Section 6 ( <i>Public-Private Partnership Unit</i> ) of the Sindh PPP Act.
<b>Pre-Bid Meeting</b>	The meeting / conference relating to the queries raised and clarifications sought by the prospective Bidders held on the date

	specified in the Data Sheet.
<b>Prequalification Application</b>	The prequalification application, including all documents and information, submitted by an applicant in response to the Prequalification Document (including all documents and information submitted by the applicant in response to the clarifications sought by KW&SB during evaluation of Prequalification Process).
<b>Prequalification Document</b>	The prequalification document issued by KW&SB on September 15, 2021 for the prequalification of developers for the Project, and includes any amendments and / or modifications thereto.
<b>Prequalification Process</b>	The prequalification process conducted by KW&SB for the purposes of the Project, in terms of the Prequalification Document.
<b>Prequalified Applicant</b>	An applicant who has been prequalified by KW&SB during the Prequalification Process, as per the requirements of the Prequalification Document.
<b>Project</b>	Has the meaning given to it in the Concession Agreement.
<b>Project Activities</b>	Has the meaning given to it in the Concession Agreement.
<b>Project Commercial Operations Date</b>	Has the meaning given to it in the Concession Agreement.
<b>Proposed Contractors</b>	The Proposed EPC Contractors and / or the Proposed O&M Contractors.
<b>Proposed EPC Contractors</b>	The contractors proposed by a Bidder (not exceeding three (3)) in terms of Sub-Section 2.1.10 of the Instructions to Bidders, which will be evaluated <del>by TFEC</del> under this RFP; and may include a Bidder itself in case the Bidder intends to undertake the construction works for the Project.
<b>Proposed O&amp;M Contractors</b>	The contractors proposed by a Bidder (not exceeding three (3)) in terms of Sub-Section 2.1.10 of the Instructions to Bidders, <u>including Canal Experts</u> , which will be evaluated <del>by TFEC</del> under this RFP; and may include a Bidder itself in case the Bidder intends to undertake the operations works for the Project.
<b>PST</b>	Pakistan Standard Time.
<b>RFP</b>	The Request for Proposals document issued by KW&SB in relation to the Project, containing the documents specified in Sub-Section 3.1.1 of the Instructions to Bidders, and includes any amendments and / or modifications thereto.
<b>Sanctioned Country(ies)</b>	Has the meaning given to it in the Concession Agreement.
<b>SBP</b>	The State Bank of Pakistan.

<b>SBP Debit Authority</b>	Has the meaning given to it in the Concession Agreement.
<b>Service Payments</b>	Has the meaning given to it in the Concession Agreement.
<b>Sindh PPP Act</b>	The Sindh Public Private Partnership Act, 2010.
<b>SOE</b>	Has the meaning given to it in Sub-Section 2.1.6.
<b>Solar Plant</b>	Has the meaning given to it in the Concession Agreement.
<b>Sovereign</b>	Has the meaning given to it in Sub-Section 2.1.6.
<b>SPPRA</b>	The Sindh Public Procurement Regulatory Authority, established under the SPPRA Act.
<b>SPPRA Act</b>	The Sindh Public Procurement Act, 2009.
<b><u>SPPRA Guidelines</u></b>	<u>The guidelines issued by SPPRA for procurement of works.</u>
<b>SPPRA Rules</b>	The Sindh Public Procurement Rules, 2010.
<b>SPV</b>	Special purpose vehicle, being a company incorporated under the applicable Laws.
<b>Successful Bidder</b>	The Bidder whose Bid has been determined to be the Best Evaluated Bid.
<b>Technical Proposal</b>	The technical proposal (including all forms, documents and information required in terms of the RFP and submitted therewith), submitted by a Bidder as part of its Bid pursuant to the RFP.
<b>TFEC</b>	The technical and financial evaluation committee formed in accordance with the applicable Laws for the purposes of the Project.
<b>Total Project Cost</b>	The cost specified by a Bidder in Bidding Form F1 ( <i>Letter of Financial Proposal</i> ) submitted as part of the Financial Proposal.
<b>USD</b>	United States Dollars, the lawful currency of the United States of America.
<b>WAPDA</b>	The Pakistan Water and Power Development Authority.



## 1. GENERAL

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### 1.1 INTRODUCTION

KW&SB intends to engage a private party on PPP mode, to undertake the Project to ensure long term water supply of 454,609 m<sup>3</sup>/day to the city of Karachi while minimizing water losses and maintaining quality supply. The Project is expected to have a major development impact, as the first competitively procured water supply project in Pakistan.

For details in relation to Project background and scope of work, please refer to **VOLUME II (TECHNICAL SPECIFICATIONS)** of the RFP.

The Concession Agreement establishes the rights and obligations of KW&SB, the GoS and the Company (as the concessionaire) and will be executed among KW&SB, the GoS and the Company in accordance with the requirements of the RFP. The Company will be required to execute Mobilisation Activities as a condition to the commencement of the Concession Period. The Concession Period shall commence on the Commencement Date (i.e., the date on which it is certified that the Commencement Conditions Precedent have been satisfied, deferred or waived in accordance with the Concession Agreement) and end on the Final Expiry Date (i.e., fifteen (15) years from the Project Commercial Operations Date, unless terminated earlier, in accordance with the Concession Agreement).

The Successful Bidder / Company shall be responsible for developing and implementing the financing structure for the Project, including the financing and commercial arrangements in accordance with the requirements of this RFP. Supports available to the Successful Bidder / Company from GoS for the Project have been specified in the Concession Documents.

Subject to the requirements of the applicable Concession Documents, the GoS shall:

- (a) establish the GoS Equity Account and fund the same with the GoS Funding Amount, in accordance with the mechanism specified in the EFU Agreement;
- (b) establish the GoS Payment Account and pre-fund the same with the GoS Payment Account Required Balance, in accordance with the mechanism specified in the Concession Agreement; and
- (c) issue the SBP Debit Authority, authorising the SBP to debit the GoS Account One; and shall have the option of replacing the GoS Account One with the GoS Termination SBLC, each for the purposes and as per the mechanism specified in the Concession Agreement.

The GoS Equity Amount shall not exceed PKR 2,500,000,000/- (Pakistani Rupees Two Billion Five Hundred Million only) and shall be funded by the GoS, in accordance with the EFU Agreement. The injection of GoS Equity Amount as specified by the Successful Bidder in Bidding Form F1 (*Letter of Financial Proposal*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP should not result in the GoS holding more than forty-nine percent (49%) of the paid-up share capital of the Company.

Successful Bidder / Company shall be required to comply with the shareholding requirements, including share transfer restrictions, as set out in the EFU Agreement.

The Service Payments to be paid to the Company shall comprise: (a) following the Commencement Date, the Output Payment; and (b) following the Project Commercial Operations

Date: (i) the Availability Payment; and (ii) the Output Payment, in each case payable in accordance with the Concession Agreement. Determination of Service Payment including applicable indexation and deduction are detailed in appendix 8 of the Concession Agreement.

The Company will be responsible for handing over the KWC to KW&SB in a good working condition, as determined by the Independent Appointees, at the end of the Concession Period, as specified in the Concession Agreement, without any further compensation, to the Company at the time of such transfer. The transfer of KWC shall be subject to an inspection and correction process in order to ensure that KWC is handed over in accordance with the terms and conditions set out in the Concession Agreement.

All risks and obligations of KW&SB, the GoS and the Successful Bidder / Company shall be in accordance with the RFP (including the Concession Documents) and the Bidders shall be deemed to have full and complete understanding of the risks relating to the Project and their allocation, as set out in the RFP (including the Concession Documents).

By submitting the Bid, the Bidder acknowledges the acceptance of all tax-related obligations. The Service Payments are inclusive of all taxes. For the sake of clarity, the Company shall be required to pay all the taxes, duties, levies, stamp duties, rents, and other charges payable to any local government, provincial or federal government (as applicable) without any grossing-up obligation or liability on part of the GoS/KW&SB.

Before submitting the Bids, the Bidders should carefully examine all the information provided in the RFP (including the Concession Documents).

## **1.2 OVERVIEW OF THE BIDDING PROCESS**

1.2.1 The bidding process in relation to the Project is being conducted pursuant to the Applicable Evaluation Documents and comprises the following:

- ***Stage 1 – Prequalification***

For the purposes of the Project, KW&SB invited Prequalification Applications from interested developers pursuant to the Prequalification Document to determine and evaluate their capabilities, competence and resources to develop and implement the Project.

- ***Stage 2 – Competitive Bidding***

After the completion of the Prequalification Process, KW&SB has issued the RFP for conducting the Bidding Process for the selection of a Successful Bidder for the award of the Concession, in accordance with the requirements of the Applicable Evaluation Documents.

In terms of the Applicable Evaluation Documents, the “*single stage two envelope*” bidding procedure has been adopted. A Bidder whose Bid is determined to be the Best Evaluated Bid, shall be awarded the Concession.

The Successful Bidder shall be required to incorporate the Company which shall be the concessionaire for the purposes of the Project.

Note that IFC’s advisory team has been engaged by KW&SB for the purposes of the structuring

and tendering of the Project, including the Prequalification Process and the Bidding Process in relation to the Project.

### 1.3 INDICATIVE SCHEDULE

The indicative timelines in relation to the Bidding Process for the Project (as may be amended by KW&SB in its discretion) are as follows:

<b>Activity</b>	<b>Date (Tentative)</b>
<b>Issuance of RFP</b>	29 August 2022
<b>Pre-Bid Meeting</b>	20 September 2022
<b>Bid Submission Date &amp; Opening of Technical Proposals</b>	29 November 2022
<b>Opening of Financial Proposals</b>	10 January 2023
<b>Announcement of Bid Evaluation Results</b>	31 January 2023
<b>Issuance of Notification of Award to Successful Bidder</b>	15 February 2023
<b>Signing of the Concession Agreement &amp; EFU Agreement</b>	28 February 2023

\* In the event of any public holiday occurring on the above-mentioned dates, the immediately succeeding Business Day will be considered as the day on which the respective milestone shall take place.

## 2. ELIGIBLE BIDDERS

### 2.1 GENERAL REQUIREMENTS

- 2.1.1 The Bidding Process is open only to the Prequalified Applicants. Applicants who were conditionally prequalified during the Prequalification Process shall only be eligible to submit their Bids in response to the RFP, once they have complied with the requirements specified in the conditional prequalification acceptance letters issued by KW&SB, to the satisfaction of KW&SB.
- 2.1.2 In case a Bidder is a Consortium, such Bidder shall submit an undertaking as part of its Technical Proposal, in the form and substance attached as Bidding Form T5 (*Form of Consortium Undertaking*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP (the “**Consortium Undertaking**”) to be executed by each Consortium Member through its authorized representative.
- 2.1.3 Each Consortium Member shall authorize the Consortium Authorized Representative (appointed during the Prequalification Process, as per the requirements of the Prequalification Document) to represent and irrevocably bind the Consortium Members in all matters in connection with the Bidding Process, and in case the Consortium is awarded the Project, finalize the Concession Documents. Such authority shall be in the form of a power of attorney in favour of the Consortium Authorized Representative in the form attached as Part B (*Power of Attorney to authorize the Consortium Authorized Representative*) of the Bidding Form –T3 (*Form of Power of Attorney*)

of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.

The Power of Attorney for the appointment of the Consortium Authorized Representative, is to be executed by the authorized representative of each Consortium Member (appointed pursuant to the power of attorney in Part A (*Power of Attorney to Authorize a Person to Sign the Documents*) of Bidding Form —T3 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP). The Consortium Authorized Representative shall be the same entity (i.e., Lead Investor or the Lead Developer), appointed to represent the Consortium during the Prequalification Process. Subject to the approval of KW&SB / TFEC, a different Consortium Authorized Representative (i.e., different from the representative appointed during the Prequalification Process) may be appointed pursuant to the Power of Attorney, provided that such Consortium Authorized Representative is the Lead Investor or the Lead Developer; and the approval for such change is sought one (1) month prior to the Bid Submission Date.

2.1.4 In case a Prequalified Applicant is a Consortium, such Prequalified Applicant shall notify KW&SB of all changes in the proposed shareholding of the Consortium Members in the Company, including the addition of new shareholders, no later than ~~forty-five (45)~~thirty (30) calendar days prior to the Bid Submission Date. Such changes may be approved by KW&SB / TFEC in its sole discretion, provided that:

- (i) the same are carried out in conformity with the requirements of the Applicable Evaluation Documents;
- (ii) the Prequalified Applicant continues to fulfil the requirements (including the evaluation and qualification criteria) set out in the Prequalification Document; and
- (iii) the new shareholder complies with the requirements of the Prequalification Document and submits the relevant information / documentation as required in terms thereof, within the time period as may be specified by KW&SB / TFEC.

KW&SB / TFEC may require such Prequalified Applicant (including the approved shareholder) to submit such further documents / information as may be specified by KW&SB / TFEC. In no event shall a Prequalified Applicant be permitted to change the Lead Investor or the Lead Developer, and their respective shareholdings shall not fall below the minimum shareholdings of the Lead Investor and the Lead Developer in the Company as provided in the Prequalification Document.

In case a Prequalified Applicant is a single entity, such Prequalified Applicant may be allowed to form a consortium with new entities and submit its Bid as a consortium, provided that the Prequalified Applicant has notified KW&SB of its intention to form a consortium with a new entity, no later than ~~forty-five (45)~~thirty (30) calendar days prior to the Bid Submission Date. Such addition may be approved by KW&SB / TFEC in its sole discretion, provided that:

- (i) the same is carried out in conformity with the requirements of the Applicable Evaluation Documents;
- (ii) the Prequalified Applicant (after it has formed a consortium with a new entity) continues to fulfil the requirements (including the evaluation and qualification criteria) set out in the Prequalification Document; and
- (iii) the new shareholder complies with the requirements of the Prequalification Document and submits the relevant information / documentation as required in terms thereof,

within the time period as may be specified by KW&SB / TFEC.

KW&SB / TFEC may require such Prequalified Applicant (including the approved shareholder) to submit such further documents / information as may be specified by KW&SB / TFEC. If the Prequalified Applicant is a single entity, it shall continue to be the Lead Investor and the Lead Developer and the new entity shall be added as a Consortium Member. The Prequalified Applicant shall ensure that, as a result of formation of a consortium with a new entity, it continues to maintain the minimum shareholding as the Lead Investor and the Lead Developer in the Company, as provided in the Prequalification Document.

2.1.5 In case the Successful Bidder is a Consortium, such Successful Bidder shall be required to comply with the requirements regarding shareholding matters including share transfer restrictions set out in the EFU Agreement.

2.1.6 A Bidder (including a Consortium Member) shall not have a conflict of interest as per the requirements of the Prequalification Document. All Bidders (including any Consortium Members) found to have a conflict of interest shall be disqualified. KW&SB will take appropriate actions to manage such conflicts of interest which may include rejecting the Bid if it determines that a conflict of interest may affect the integrity of the Bidding Process.

A Bidder (including a Consortium Member) may be considered to be in a conflict of interest with one or more Bidders, if such Bidder / Consortium Member, including its subsidiaries, participates in more than one (1) Bid, either individually or as a Consortium Member. This will result in the disqualification of all Bids in which the Bidder (including a Consortium Member) is involved.

A Bidder (including a Consortium Member) shall not be considered to be in a conflict of interest with another Bidder, if such Bidders (including Consortium Members) are the subsidiaries of a common parent company or one Bidder (including a Consortium Member) is the parent company of the other Bidder (including a Consortium Member), provided that the following conditions are satisfied:

- (i) such parent company is a sovereign state (“**Sovereign**”) or a sovereign state-owned enterprise (“**SOE**”);
- (ii) the Sovereign, SOE and the relevant subsidiaries of the Sovereign and / or SOE participating in the Bidding Process conduct their business operations on an independent basis, are independent legal persons, have independent management and boards and are free from each other’s financial obligations including independent auditing and accounting; and
- (iii) such Bidder (including a Consortium Member) has provided a legal opinion duly issued by a reputable, qualified legal counsel in its jurisdiction of incorporation confirming (i) and (ii) above.

The circumstances provided above which may constitute a conflict of interest are not exhaustive, and the KW&SB and TFEC shall be the sole determinant of when a conflict of interest shall arise.

2.1.7 A Bidder (or a Consortium Member) which has been declared ineligible or has been blacklisted by any of its employers, 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 (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the Bid Submission

Date, shall not be considered.

- 2.1.8 In order to demonstrate their continued compliance with the requirements set out in the Prequalification Document and for participation in the Bidding Process, all Bidders (including each Consortium Member) shall submit an undertaking in the form and substance attached as Bidding Form T4 (*Form of Undertaking*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.
- 2.1.9 Each Bidder (including a Consortium Member) shall indemnify the GoS Parties fully in respect of any damage, cost, penalty or expense of any kind incurred by such person arising from a Bidder's or its representative's (including a Consortium Member's or its representative's) breach of its obligations under the RFP.
- 2.1.10 A Bidder may undertake the works and / or services for the Project as contemplated in the RFP (including the Concession Documents), either itself or may sub-contract the same in accordance with the requirements set out in the RFP (including the Concession Documents). For any part of the scope of works and / or services for the Project, which the Bidder intends to sub-contract, the Bidder shall give details of the name and nationality of the Proposed Contractors, including the entities which are part of the Proposed Contractors. Proposed Contractors can be single entities or may comprise a consortium comprising of Proposed EPC Contractors and Proposed O&M Contractors- (including Canal Expert). In addition, the Bidder shall include in its Bid, information establishing compliance of the Proposed Contractors (in case of a consortium, the consortium members) with the requirements specified in Annexure A (*Eligibility Criteria for Proposed Contractors*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP. Bidders are allowed to list at least one (1) and up to three (3) Proposed Contractors for each item of the works and / or services to whom the relevant Project Activities are proposed to be sub-contracted.
- 2.1.11 The Bidder shall be responsible for ensuring that any Proposed Contractor (including its representative(s)) and Canal Expert complies with the requirements of the RFP (including the applicable Concession Documents) and the Laws. The engagement of Approved Contractors for the Project shall not absolve a Bidder (including the Company) from its obligations under the RFP (including the applicable Concession Documents) and the Laws.
- 2.1.12 The Bidders shall ensure that if a Proposed EPC Contractor is a consortium, such consortium shall enter into or has entered into a single turnkey EPC arrangement with the Bidder for undertaking the relevant construction works for the Project. Similarly, if a Proposed O&M Contractor is a consortium, such consortium shall enter into or has entered into a single operations and maintenance arrangement with the Bidder for undertaking the relevant operations and maintenance services for the Project.
- 2.1.13 In case the Proposed Contractors have formed a consortium, the relevant Bidder shall be required to identify the lead member of such consortium, and the Bidder shall ensure that the lead member of the Consortium formed by the Proposed Contractors shall be liable to the Bidder with respect to its obligations in respect of the activities proposed to be undertaken by the Proposed Contractor in respect of the Project.
- 2.1.14 A Proposed EPC Contractor and / or a Proposed O&M Contractor cannot be part of more than one (1) Bid. EPC Contractors and / or O&M Contractors belonging to a common parent company may be proposed by Bidders, subject to the requirement that such EPC Contractors and / or O&M Contractors are independent legal entities and do not rely on the technical experience / credentials and financial strength of their parent company for the purposes of meeting the applicable

evaluation criteria set out in the RFP.

### **3. RFP DOCUMENT**

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#### **3.1 CONTENTS OF THE RFP**

3.1.1 The RFP comprises the documents stated below and should be read in conjunction with any addendum and / or corrigendum issued in accordance with Sub-Section 3.4 (*Amendment of RFP*) of the Instructions to Bidders.

##### **(A) VOLUME I – BIDDING PROCEDURE**

- (a) Part 1 – Instructions to Bidders.
- (b) Part 2 – Bidding Forms.
- (c) Part 3 – Bidding Documentary Requirements.
- (d) Part 4 – Annexures
  - (i) Eligibility Criteria for Proposed Contractors (Annexure A).
  - (ii) Evaluation Criteria (Annexure B).
  - (iii) Form of C&O Performance Security (Annexure C).

##### **(B) VOLUME II – TECHNICAL SPECIFICATIONS**

##### **(C) VOLUME III – CONCESSION AGREEMENT AND APPENDICES**

##### **(D) VOLUME IV – EFU AGREEMENT**

3.1.2 The Bidding Forms comprise the forms stated below and should be read in conjunction with any addendum (or corrigendum) to the RFP issued in accordance with Sub-Section 3.4 (*Amendment of RFP*) of the Instructions to Bidders:

##### **(A) For the Technical Proposal:**

- (a) Bidding Form T1 – Letter of Technical Proposal;
- (b) Bidding Form T2 – Form of Integrity Pact;
- (c) Bidding Form T3 – Form of Power of Attorney;
- (d) Bidding Form T4 – Form of Undertaking;
- (e) Bidding Form T5 – Form of Consortium Undertaking;
- (f) Bidding Form T6 – Form of Affidavit by Proposed Contractor;
- (g) Bidding Form T7 – Technical Project Methodology / Approach;
- (h) Bidding Form T8 – Operation & Maintenance Plan and Procedures;

- (i) Bidding Form T9 – Implementation Schedule;
- (j) Bidding Form T10 – List of Manufacturers of Main Equipment;
- (k) Bidding Form T11 – Schedule of Equipment & Technology Suppliers;
- (l) Bidding Form T12 – Organization & Staffing;
- (m) Bidding Form T13 – Quality Control Practices & Procedures;
- (n) Bidding Form T14 – Health & Safety Plan and Procedures;
- (o) Bidding Form T15 – Methodology/Approach for the Environmental & Social Management Plan and Procedures;
- (p) Bidding Form T16 – Other Technical Data Submission;
- (q) Bidding Form T17 – Project References of Proposed EPC Contractor;
- (r) Bidding Form T18 – Project References of Proposed O&M Contractor; ~~and~~
- ~~(s)~~ Bidding Form T19 – Net Worth Requirements of Proposed Contractors; ~~and~~
- ~~(s)(t)~~ Bidding Form T20 – Form of Bid Security.

(B) For the Financial Proposal

- (a) Bidding Form F1 – Letter of Financial Proposal; ~~and~~
- ~~(b)~~ Bidding Form F2 – ~~Form of Bid Security; and~~
- ~~(c)(b)~~ Bidding Form F3 – Financial Forms.

### **3.2 COMPLETENESS OF RFP**

- 3.2.1 No GoS Party shall be responsible for the completeness of the documents comprising the RFP and its addenda / corrigenda, if a Bidder has not obtained the same directly from the source(s) stated by KW&SB in the Letter of Invitation.
- 3.2.2 Bidders are expected to carefully examine all instructions, forms and terms in the RFP and to furnish all information or documentation required pursuant to the RFP. Failure to comply with the requirements of Bid submission set out in the RFP will be at the Bidders' own risk and may result in the rejection of the Bid. Pursuant to Sub-Section 6.4 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, Bids which are not responsive to the requirements of the RFP shall be rejected.

### **3.3 CLARIFICATIONS OF RFP**

- 3.3.1 A Bidder requiring any clarification pertaining to the RFP shall contact KW&SB in writing, at address or through email provided in the Data Sheet or raise its enquiries during the Pre-Bid Meeting. KW&SB will respond in writing to any request for clarification provided that such request is received no later than five (05) calendar days prior to the Bid Submission Date. The response shall be uploaded on the websites of KW&SB, PPP Unit and SPPRA including a



description of the inquiry but without identifying its source. Should KW&SB deem it necessary to amend the RFP as a result of a request for clarification, it shall do so following the procedure under Sub-Section 3.4 (*Amendment of RFP*) of the Instructions to Bidders. No markup of the RFP (including the Concession Documents and / or other documents / instruments attached to the RFP) shall be accepted. Bidders may submit comments or seek clarifications on the RFP, which may be considered by KW&SB / TFEC.

3.3.2 The Bidder's designated representative(s) shall be invited to attend the Pre-Bid Meeting at the date, time and venue indicated in Data Sheet. The Pre-Bid Meeting may be conducted virtually via the web link provided by KW&SB to all Bidders. The purpose of the Pre-Bid Meeting will be to clarify issues and to answer questions of the Bidders on any matter relating to the RFP. Queries to be discussed during the Pre-Bid Meeting should be submitted seven (7) calendar days prior to the date of Pre-Bid Meeting. In addition to the queries discussed during the Pre-Bid meeting, Bidders may submit additional queries to KW&SB within the time period as specified in Sub-Section 3.3.1 of the Instructions to Bidders and KW&SB shall respond to such queries in writing as specified in Sub-Section 3.3.1 of the Instructions to Bidders. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Bidder. In addition to the Pre-Bid Meeting, on a written request of any Bidder, provided that the same are submitted twenty (20) calendar days prior to Bid Submission Date, KW&SB may hold discussions on the RFP separately with such Bidder on such questions and clarifications submitted in writing to KW&SB. Any proposed changes or responses to such clarifications and questions shall be provided to all Bidders.

3.3.3 No later than twenty (20) calendar days prior to the Bid Submission Date, Prequalified Applicants may visit and examine the site(s), where the works and services in relation to the Project are to be performed and undertaken, and its surroundings, and obtain for themselves at their own expense and responsibility all information that may be necessary for preparing the Bid and entering into the Concession Documents and other relevant instruments as per the RFP. The costs and permission(s) (if any) for the purposes of visiting such site(s) shall be at the Bidder's own expense and liability. Bidders shall be required to seek prior written permission of KW&SB for visiting such site(s), provided that such permission is sought one (1) week from the planned visit date.

In addition to the site visits by the respective Prequalified Applicants, KW&SB shall invite all Prequalified Applicants for a site visit to be conducted by KW&SB at a date and time as may be communicated to all Prequalified Applicants.

Site visit(s) shall be conducted only upon the express condition that the Prequalified Applicant, its personnel and agents will release and indemnify the GoS Parties (including KW&SB) from and against all liabilities in respect thereof, and will be responsible for injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of such visit.

3.3.4 A Bidder or any of its representatives, personnel or agent may enter the site(s) where the works and services in relation to the Project are to be performed and undertaken, only upon the express condition that the Bidder, its representatives, personnel and agents, will release and indemnify KW&SB and its representatives, personnel and agents from and against all liability in respect thereof, and the Bidder will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

### **3.4 AMENDMENT OF RFP**

- 3.4.1 At any time prior to the Bid Submission Date, KW&SB may amend the RFP by issuing an addendum / corrigendum.
- 3.4.2 Any addendum / corrigendum issued shall be considered part of the RFP. Such addendum / corrigendum shall be communicated to the potential Bidders and shall be published on the respective websites of KW&SB, PPP Unit and the SPPRA.
- 3.4.3 KW&SB may, at its discretion, extend the Bid Submission Date in accordance with Sub-Section 5.2.4 of the Instructions to Bidders, if it considers that as a result of issuance of any addendum / corrigendum, additional time will be required by the Bidders for preparation of their Bids.

#### **4. PREPARATION OF BIDS**

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##### **4.1 COSTS FOR BIDS**

Bidders shall bear all costs associated with the preparation and submission of their Bids, including, without limitation, all costs and expenses relating to preparation of responses to any clarifications sought by KW&SB in accordance with Sub-Section 6.1.1 of the Instructions to Bidders. KW&SB shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the Bidding Process.

##### **4.2 LANGUAGE OF THE BIDS**

The Bid, and all correspondence and documents related to the Bid and the Bidding Process between the Bidder and KW&SB shall be written in the English language. In case any document / information furnished by the Bidder is in a language other than English, it will need to be accompanied by an English translation (duly notarized by ~~Notary Public~~ notary public and: (i) attested by Pakistan Embassy / Consulate and, once brought into Pakistan, should be attested by Ministry of Foreign Affairs, Pakistan; or (ii) subject to applicable laws of the country where English translation is issued, authenticated by an apostille under the Apostille Convention) of its pertinent passages for the purposes of interpretation of the Bid. In case of any discrepancy, the English translation shall prevail.

##### **4.3 DOCUMENTS COMPRISING THE BID**

- 4.3.1 The Bid shall comprise a Technical Proposal, containing the documents listed in Sub-Section 4.4 (*Technical Proposal*) of the Instructions to Bidders, and a Financial Proposal, containing the documents listed in Sub-Section 4.5 (*Financial Proposal*) of the Instructions to Bidders, each submitted simultaneously in separately sealed envelopes clearly marked “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” respectively, in accordance with manner provided herein.
- 4.3.2 Bidders are expected to carefully examine the RFP when preparing their Bids and use only the Bidding Forms specified in Sub-Section 3.1.2 of the Instructions to Bidders. Bidding Forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. Any material deviations / omissions / reservations from the formats provided in the RFP shall not be accepted and may form basis for the rejection of the Bid. Material deficiencies, in the sole opinion of KW&SB / TFEC, in providing the information requested may result in rejection of a Bid.
- 4.3.3 In case a document required to be submitted as part of the Technical Proposal, is submitted with the Financial Proposal; or a document required to be submitted with the Financial Proposal, is

submitted with the Technical Proposal, it shall not be considered for evaluation and such document shall be considered as not submitted by the Bidder.

#### **4.4 TECHNICAL PROPOSAL**

4.4.1 The Technical Proposal shall demonstrate the Bidder's unconditional acceptance of the complete scope of works and services under the RFP. Any material omission, reservation, deviation or condition attached in the Technical Proposal may cause the Bid to be rejected ~~by TFEC~~ as non-responsive. Under no circumstances will KW&SB / TFEC consider / accept a conditional Technical Proposal.

4.4.2 The Technical Proposal submitted by the Bidder shall include the following information:

- (a) signed and filled out 'Letter of Technical Proposal', as set out in Bidding Form T1 (*Letter of Technical Proposal*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (b) Integrity Pact, as set out in Bidding Form T2 (*Form of Integrity Pact*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, in accordance with Sub-Section 8.3 (*Integrity Pact*) of the Instructions to Bidders;
- (c) authorization in the form of a power of attorney on behalf of the Bidder, and in case of a Consortium, each Consortium Member, authorizing its representative to sign the relevant documents as per the requirements of the RFP, on its behalf, in the format attached as Part A (*Power of Attorney to Authorize A Person to Sign the Documents*) of Bidding Form T3 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (d) in case the Bidder is a Consortium, a power of attorney, to be executed by the authorized representatives of the Consortium Members, in favour of the Consortium Authorized Representative, to authorize it to represent and bind all Consortium Members, as set out in the form attached as Part B (*Power of Attorney to authorize the Consortium Authorized Representative*) of Bidding Form T3 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP. Note that the Consortium Authorized Representative shall be the same Consortium Member (as the Lead Developer or the Lead Investor, as the case may be) who was authorized to ~~the~~ represent and bind the Consortium Members during the Prequalification Process. Subject to the prior approval of KW&SB / TFEC, a different Consortium Authorized Representative (*i.e.*, different from the representative appointed during the Prequalification Process) may be appointed pursuant to the Power of Attorney, provided that such Consortium Authorized Representative is the Lead Investor or the Lead Developer;
- (e) Consortium Undertaking, to be issued by the authorized representatives of the Consortium Members, in the form and substance as set out in Bidding Form T5 (*Form of Consortium Undertaking*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (f) an undertaking from the Bidder (in case of Consortium, each Consortium Member), in the form and substance as set out in Bidding Form T4 (*Form of Undertaking*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (g) list of Proposed Contractors in accordance with Sub-Section 2.1.10 of the Instructions to

Bidders, along with the following documents / information evidencing compliance with the eligibility criteria for Proposed Contractors set out in Annexure A (*Eligibility Criteria for Proposed Contractors*) and the criteria set out in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*), each of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP:

- (I) For Proposed EPC Contractors (or a Bidder (including a Consortium Member), in case the Bidder (or the relevant Consortium Member) intends to undertake the relevant engineering, procurement and construction works for the Project itself):
  - (i) completion certificates, or relevant evidence issued by an employer or a relevant third-party which engaged the Proposed EPC Contractor (or a Bidder (including a Consortium Member), as applicable) for the relevant works / project, indicating that the relevant works / project undertaken by the Proposed EPC Contractor (or a Bidder (including a Consortium Member), as applicable) have been completed, and with respect to each of the completed works / projects in the last fifteen (15) years, the information in the format provided in Bidding Form T17 (*Project References of Proposed EPC Contractor*) set out in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, clearly indicating the name of the Proposed EPC Contractor (or a Bidder (including a Consortium Member), as applicable), scope of engineering, procurement and construction works undertaken by such Proposed EPC Contractor (or a Bidder (including a Consortium Member) as applicable), in each case evidencing compliance with Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP; and
  - (ii) in respect of a Proposed EPC Contractor: (A) audited financial statements, duly certified by an independent certified public accountant or auditor, for the three (3) most recent full financial years for which audited financial statements are available as at the Bid Submission Date; or (B) if: (aa) the relevant Proposed EPC Contractor is incorporated in a jurisdiction which does not require the auditing of financial statements; and / or (bb) such Proposed EPC Contractor has not in fact had its financial statements audited, on such Proposed EPC Contractor's non-audited consolidated financial statements, accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Proposed EPC Contractor's net worth for the three (3) most recent full financial years for which such financial statements are available as at the Bid Submission Date. Provided that the non-audited financial statements submitted by an entity, which by applicable law is required to prepare audited financial statements, shall not be accepted for the purposes of evaluation,
- (II) For Proposed O&M Contractors (or a Bidder (including a Consortium Member), in case the Bidder (or the relevant Consortium Member) intends to undertake the relevant operation and maintenance works for the Project itself):
  - (i) most recent performance certificate/report, or relevant evidence issued by an employer or a third-party which engaged the Proposed O&M

Contractor (or a Bidder (including a Consortium Member), as applicable) for the relevant works / project, indicating the relevant works / project, undertaken by the Proposed O&M Contractor (or a Bidder (including a Consortium Member), as applicable) in the last fifteen (15) years, and with respect to each of the works / projects, the information in the format provided in Bidding Form T18 (*Project References of Proposed O&M Contractor*) set out in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, clearly indicating the name of the Proposed O&M Contractor (or a Bidder (including a Consortium Member), as applicable), scope of operations and maintenance works undertaken by such Proposed O&M Contractor (or a Bidder (including a Consortium Member), as applicable), in each case evidencing compliance with Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP; ~~and~~. In case Canal Experts are proposed (as per the requirements specified in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP):

(1) following documents evidencing the experience of each Canal Expert to be provided: (i) signed *curriculum vitae* of each proposed Canal Expert setting out the name, nationality, age, education, contact details, employment record (name of employer(s), designation and responsibilities), years of experience and summary of overall and relevant experience; and (ii) letter from their relevant employers confirming their experience in the relevant projects proposed for evaluation, required in terms of evaluation criteria for the canal operations, as specified in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP; and

(2) Bidder shall ensure that: (i) no action, suit or other legal proceeding or governmental investigation is pending against the Canal Expert; (ii) the Canal Expert has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction; (iii) the Canal Expert shall execute all instruments as may be required to be executed by the Canal Expert (if any) in relation to the Project as per the requirements of the RFP; and (iv) there is no conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect potential involvement of the Canal Expert in the Project and to comply with the obligations set out in the RFP or with respect to the Project. Bidder shall indemnify the GoS Parties fully in respect of any claim, damage, cost, penalty or expense of any kind incurred by any GoS Party arising from the engagement of a Canal Expert.

- (ii) in respect of the Proposed O&M Contractor: (A) audited financial statements, duly certified by an independent certified public accountant or auditor, for the three (3) most recent full financial years for which audited financial statements are available as at the Bid Submission Date;

or (B) if: (aa) the relevant Proposed O&M Contractor is incorporated in a jurisdiction which does not require the auditing of financial statements; and / or (bb) such Proposed O&M Contractor has not in fact had its financial statements audited, on such Proposed O&M Contractor's non-audited consolidated financial statements, accompanied by a written opinion issued by an independent certified public accountant or auditor certifying the relevant Proposed O&M Contractor's net worth for the three (3) most recent full financial years for which such financial statements are available as at the Bid Submission Date. Provided that the non-audited financial statements submitted by an entity, which by applicable law is required to prepare audited financial statements, shall not be accepted for the purposes of evaluation,

(III) A detailed description of the Proposed Contractors containing:

- (i) legal name;
- (ii) complete head office contact information, including mailing address, telephone and fax numbers, and an e-mail address;
- (iii) incorporation details, including corporate charter and articles of incorporation. If the Proposed Contractor is an unincorporated legal entity, then the proof of that legal entity's existence must be provided,

(IV) the Proposed Contractor shall be required to provide:

- (i) for the Proposed Contractor, other than to whom Sub-Section (g)(I)(ii)(A) and (g)(II)(ii)(A) above, apply, audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (3) most recent full financial years for which such statements are available as at the Bid Submission Date, duly certified by a certified public accountant or auditor; or
- (ii) for the Proposed Contractor to whom Sub-Section (g)(I)(ii)(B) and (g)(II)(ii)(B) above, apply, non-audited consolidated financial statements, including a consolidated balance sheet, income statement, statement of cash flows and accompanying notes, for the three (3) most recent full financial years for which such statements are available as at the Bid Submission Date, accompanied by a written opinion issued by an independent certified public accountant or auditor, certifying the relevant entity's Net Worth for the three (3) most recent full financial years for which such financial statements are available as at the Bid Submission date; and
- (iii) information as per as per Bidding Form T19 (*Net Worth Requirements of Proposed Contractors*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, specifying the net worth of the Proposed Contractor,

(h) an affidavit from the Proposed Contractors in the form and substance attached as Bidding

Form T6 (*Form of Affidavit by Proposed Contractor*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;

- (i) in case the Proposed Contractors have formed a consortium, details of the consortium arrangements, along with any consortium agreements;
- (j) copies of the contractual arrangements executed between Bidders and the Proposed Contractors, setting out: (i) the intention of the Bidder and the Proposed Contractors to undertake the Project as per the requirements of the RFP, in case of award; and (ii) authorization in favour of the Bidder to submit the Proposed Contractor's information and documentation required in terms of the RFP as part of its Bid.

Bidders shall ensure that persons signing the documents for an on behalf of the Proposed Contractors as required in terms of the RFP, have valid authorizations from the relevant Proposed Contractors and the said documents are issued by such persons as per the requirements of the applicable Laws. KW&SB shall not be held liable, in the event it is determined by any forum or entity, that a document of the Proposed Contractor submitted by the Bidder as part of its Bid, is without valid legal authority and such document shall not be accepted for evaluation;

- (k) following Bidding Forms, specified in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, each prepared as per the requirements specified therein:
  - (i) Bidding Form T7 (*Technical Project Methodology / Approach*);
  - (ii) Bidding Form T8 (*Operation & Maintenance Plan and Procedures*);
  - (iii) Bidding Form T9 (*Implementation Schedule*);
  - (iv) Bidding Form T10 (*List of Manufacturers of Main Equipment*);
  - (v) Bidding Form T11 (*Schedule of Equipment & Technology Suppliers*);
  - (vi) Bidding Form T12 (*Organization & Staffing*);
  - (vii) Bidding Form T13 (*Quality Control Practices & Procedures*);
  - (viii) Bidding Form T14 (*Health & Safety Plan and Procedures*);
  - (ix) Bidding Form T15 (*Methodology/Approach for the Environmental & Social Management Plan and Procedures*);
  - (x) Bidding Form T16 (*Other Technical Data Submission*);
  - (xi) Bidding Form T17 (*Project References of Proposed EPC Contractor*);
  - (xii) Bidding Form T18 (*Project References of Proposed O&M Contractor*); and
  - (xiii) Bidding Form T19 (*Net Worth Requirements of Proposed Contractors*);

(l) Bid Security, as set out in Bidding Form T20 (*Form of Bid Security*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, in accordance with Section 4.7 (*Bid Security*) of the Instructions to Bidders; and

(m) any other documents required under the RFP.

#### 4.5 FINANCIAL PROPOSAL

4.5.1 In preparing the Financial Proposals, Bidders are expected to fully understand the requirements and conditions set out in the RFP, including all contractual obligations of KW&SB, the Company, the Successful Bidder and the GoS under the Concession Documents (as applicable) and the scope of works and services to be performed by the Company (as the concessionaire) in relation to the Project.

4.5.2 Any material omission, reservation, deviation or any condition included in the Financial Proposal to the contrary shall cause the Bid to be rejected ~~by TFEC~~ as non-responsive as per the Applicable Evaluation Documents. Under no circumstances ~~shall TFEC consider / accept~~ a conditional Financial Proposal will be accepted.

4.5.3 The Financial Proposal submitted by the Bidder shall comprise the following:

(a) signed and filled out Letter of Financial Proposal, as set out in Bidding Form F1 (*Letter of Financial Proposal*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;

~~(b) — Bid Security, as set out in Bidding Form F2 (*Form of Bid Security*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, in accordance with Section 4.7 (*Bid Security*) of the Instructions to Bidders;~~

~~(e)~~(b) information as required in the relevant forms as set out in Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP. Relevant forms in Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP can be downloaded from any of the websites of KW&SB, PPP Unit or SPPRA. Bidders are required to use and fill in the forms available at the aforementioned websites in Microsoft Excel file;

~~(d)~~(c) following information / documentation evidencing the Bidder's ability to finance one hundred percent (100%) of the Project costs, excluding the GoS Equity Amount through a combination of debt and equity, subject to a gearing cap of no more than a debt to equity ratio of 80:20, after accounting for GoS Equity Amount:

(i) in the case of Bidders intending to enter into financing arrangements with financial institutions in respect of the Project; (I) a financing term-sheet; or (II) an equivalent internationally recognized document (such as a letter of intent) in case of foreign lenders accompanied with a signed cover letter, issued and signed by the financial institution in the format attached as (or in case of letter of intent, covering the parameters set out in) Bidding Form ~~F3F2~~-H (Financing Term Sheet) of Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, prepared in accordance with the requirements of the RFP and the Concession Documents; or

(ii) in the case of Bidders intending to finance the Project through their own funds, a copy of a board resolution authorizing the Bidders to finance the Project through their own funds, together with either:



- (A) evidence of sufficient cash and cash equivalent assets (receivables, real estate holdings, stocks and inventory will not be accounted for in computation of liquid investments / cash and cash equivalent) on the Bidders' balance sheet by way of either: (I) the audited financial statements of the last fiscal year; or (II) an auditor's certificate confirming the cash and cash equivalent assets figure on the Bidders' balance sheet; or
- (B) evidence of a sufficient and valid credit line from one or more financial institutions; by way of a letter from a bank stating, *inter alia*, the amount covered under the credit line, current exposure, name of the Bidder and tenor / validity period;

~~(e)~~(d) Bidders are required to provide a letter from a financial model advisor, setting out the entire scope of the Project and the advisor's findings with respect thereto, and ensuring the following:

- (i) structural integrity, formulae, accuracy of the workings and outputs from the Bidder's model, consistency of the technical and costing information with the Technical Proposal and the reasonableness of the financial assumptions used in a Bidder's model;
- (ii) consistency of the Bidder's model with the information submitted by the Bidders as Bidding Form ~~F3F2~~ (*Financial Forms*) set out in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, including the assumptions specified in Section II (*Financial Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP;
- (iii) accuracy of the Equity IRR and debt calculations and its alignment with the figures provided in Bidding Form ~~F3F2~~ (*Financial Forms*) set out in Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, confirming that the Equity IRR has been calculated: (I) at the Company's level; (II) based on the distributions on the cash flows available for distribution from the Service Payments; (III) on an annual basis during the C&O Period and the Operating Period; (IV) on a nominal basis; and (V) on the basis that the rate shall not be modified to reflect a reinvestment rate;
- (iv) compliance with the maximum debt to equity ratio of 80:20;
- (v) findings / confirmation of inclusion of the applicable federal, provincial and local taxes, duties, levies and other charges as per the Income Tax Ordinance, 2001 (as may be amended, modified, supplemented or re-enacted from time to time). As a documentary requirement, Bidders are required to submit tax report from tax advisor, along with a confirmation from the financial model advisor that all the taxes in such report are aligned with the financial model provided by the Bidder with its Financial Proposal;
- (vi) the Cost Recovery Charges (see Bidding Form ~~F3F2~~-B (*Cost Recovery Charges*) of Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP), i.e., aggregate of Foreign Debt Principal Recovery Charge (FD\_P\_RC), Foreign Debt Interest Recovery Charge

(FD\_I\_RC), Local Debt Principal Recovery Charge (LD\_P\_RC), Local Debt Interest Recovery Charge (LD\_I\_RC), Foreign Equity Recovery Charge (FE\_RC), Local Equity Recovery Charge (LE\_RC), should be same during the entire Concession Period, without accounting for any indexation as per the applicable Concession Documents;

- (vii) the determination by the Bidder of Fixed O&M Cost Recovery Charge/FOMRW is structured in such manner that the net present value of the escalated fixed operation and maintenance payment revenue stream over the Operating Period equals the net present value of the escalated fixed operation and maintenance cost stream over the Concession Period, in each case applying a discount rate as mentioned in Section 1.3 (*Determination of the NPV of Service Payment*) of Section II (*Financial Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, taking into account the proposed figures for Projected Available Net Water Output, as per Bidding Form ~~F3F2~~-A (*Projected Available NWO*) of Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP;
- (viii) the determination by the Bidder of Variable O&M Cost Recovery Charge / VOMRW is structured in such manner that the net present value of the escalated variable operation and maintenance payment revenue stream over the Concession Period equals the net present value of the escalated variable operation and maintenance cost stream over the Concession Period, in each case applying a discount rate as per in Section 1.3 (*Determination of the NPV of Service Payment*) of Section II (*Financial Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, taking into account the proposed figures for Net Water Output, as per Bidding Form ~~F3F2~~-E (*Output Payment*) of Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP; and
- (ix) compliance with section 8.5 of the Instructions to Bidders.

The Bidders shall ensure that the financial model advisor issuing the aforesaid letter is: (i) in case an audit firm operating in Pakistan, it is an auditor listed on SBP list Category A; or (ii) in case not an audit firm operating in Pakistan, it is a reputable and recognized financial or transaction advisory firm in Pakistan; or (iii) a reputable and recognized international audit firm or financial or transaction advisory firm. Bidders should provide confirmation that the firm selected as financial model advisor has experience of developing / auditing financial model in at least two (2) project financed infrastructure projects or public private partnership projects that have achieved financial close in the last five (5) years;

~~(f)~~(e) a financial model in Microsoft Excel spreadsheet form, consistent with the Technical Proposal, setting out all the amounts in PKR and includes all the information required in terms of the Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP; and

~~(g)~~(f) any other document required in the RFP.

#### **4.6 CURRENCIES OF BID AND PAYMENT**

4.6.1 All Bids and other supporting documents shall state all monetary amounts in Pakistan Rupees (PKR).

#### **4.7 BID SECURITY**

4.7.1 The Bidder shall furnish, as part of the ~~Financial~~Technical Proposal, ~~in a separately sealed envelope, a Bid Security equivalent to one percent (1%) of the Bid Price~~PKR 350,000,000/- (Pakistani Rupees Three Hundred Fifty Million only) (the “**Bid Security**”).

4.7.2 The Bid Security shall be an irrevocable, unconditional and on-demand bank guarantee in the form attached as Bidding Form ~~F2T20~~ (*Form of Bid Security*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.

4.7.3 The Bid Security shall be issued and maintained in PKR by an Acceptable Bank, ~~approved by KW&SB).~~;

4.7.4 The Bid Security shall be valid until twenty-eight (28) days following the Bid Validity Period, as may be extended in accordance with Sub-Section 4.8.2 of the Instructions to Bidders. If the C&O Performance Security has not been issued by the Successful Bidder thirty (30) days prior to the expiry of the Bid Security, then the Successful Bidder shall extend the Bid Security until such date as notified by KW&SB.

4.7.5 Any Bid not accompanied by a compliant Bid Security (as exclusively determined by KW&SB / TFEC), shall be rejected ~~by TFEC~~ as non-responsive and the Bidder shall not be allowed to submit Bid Security at a later stage. The Bid Security issued by a foreign bank and not counter-guaranteed / confirmed from a local bank in Pakistan shall result in the rejection of the Bid.

4.7.6 Bidders are required to submit with their original ~~Financial~~Technical Proposals the original Bid Security. ~~TFEC shall reject a~~ Bid may be rejected if a photocopy of original Bid Security is attached with the original ~~Financial~~Technical Proposal and such Bid ~~shall~~will not be further evaluated.

4.7.7 The Bid Security of the unsuccessful Bidders shall be returned earlier of: (a) the expiry of the Bid Validity Period; or (b) once the Successful Bidder furnishes the C&O Performance Security pursuant to Sub-Section 7.5 (*Performance Security*) of the Instructions to Bidder.

4.7.8 The Bid Security of the Successful Bidder shall be returned as soon as reasonably possible once the Successful Bidder has furnished the required C&O Performance Security and the Company has signed the Concession Agreement.

4.7.9 The Bid Security shall be forfeited:

(I) if a Bidder:

(a) withdraws its Bid during the Bid Validity Period (except as provided in Sub-Section 5.4.4 of the Instructions to Bidders);

(b) is found to be engaged in any corrupt, fraudulent, collusive, coercive, or obstructive practices;

- (c) does not accept the arithmetical corrections of its Bid in accordance with Sub-Section 6.3.4 of the Instructions to Bidders; and / or
  - (d) fails to fulfil its obligations under the RFP in terms thereof.
- (II) if the Successful Bidder or the Company, as applicable:
- (a) fails to sign the Concession Agreement and the EFU Agreement, in accordance with Sub-Section 7.6 (*Signing of Concession Agreement and EFU Agreement*) of the Instructions to Bidders;
  - (b) fails to furnish C&O Performance Security pursuant to Sub-Section 7.5 (*C&O Performance Security*) of the Instructions to Bidders;
  - (c) fails to pay the IFC Advisory Fee within the timeline set out in the Instructions to Bidders; and / or
  - (d) fails to comply with the requirements set out in the Notification of Award.
- 4.7.10 The Bid Security is required to protect KW&SB and the GoS against the risk of Bidder's conduct which would warrant the Bid Security's forfeiture, pursuant to Sub-Section 4.7.9 of the Instructions to Bidders.

#### **4.8 BID VALIDITY**

- 4.8.1 Bids shall remain valid for the Bid Validity Period, as may be extended by KW&SB in accordance with Sub-Section 4.8.2 of the Instructions to Bidders. A Bid valid for a shorter period shall be rejected ~~by TFEC~~ as non-compliant in accordance with the Applicable Evaluation Documents.
- 4.8.2 In exceptional circumstances, prior to the expiration of the Bid Validity Period, KW&SB may request all Bidders to extend the period of validity of their Bids. Any such request by KW&SB with respect to the extension of the Bid Validity Period and the response by the Bidders, shall be in writing. The Bid Security requested in accordance with Sub-Section 4.7 (*Bid Security*) of the Instructions to Bidders, shall also be extended accordingly for a corresponding further period not exceeding the original Bid Validity Period. Extension of Bid Security may be requested upon the extension of Bid Validity Period. A Bidder may refuse the request, following which such Bidder's Bid will be disqualified and its Bid Security returned without forfeiture. A Bidder accepting the request shall not be required or permitted to modify its Bid.

#### **4.9 MANNER OF SIGNING OF BID**

- 4.9.1 The Bidder shall prepare one (1) original of the Technical Proposal and one (1) original of the Financial Proposal comprising the Bid as described in Sub-Section 4.3 (*Documents Comprising the Bid*) of the Instructions to Bidders, and clearly mark each as "ORIGINAL – TECHNICAL PROPOSAL" and "ORIGINAL – FINANCIAL PROPOSAL", respectively, in addition to the marking stipulated in Sub-Section 4.3 (*Documents Comprising the Bid*) of the Instructions to Bidders. The Bidder shall submit as "COPY" four (4) hard copies, printable softcopies (PDF), and editable softcopies (Microsoft Word, Microsoft Excel etc., as may be relevant). The CDs / DVDs / USBs should be clearly marked "Technical Proposal" and "Financial Proposal" and placed in their respective envelopes containing the Technical Proposal and the Financial Proposal marked as "ELECTRONIC COPY". In the event of any discrepancy between the original and the

copies, the original shall prevail. ~~Note that the Bid Security is required to be submitted in a sealed envelope, separately in the envelope marked as “Financial Proposal”.~~

- 4.9.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorization shall consist of a written power of attorney, as set out in Bidding Form T3 (*Form of Power of Attorney*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, as per the requirements set out in the Instructions to Bidders. This authorization must contain the name and position held by each person signing the authorization and name and position of the authorised signatory.
- 4.9.3 The hard copy of each Bid should be bound in the hard book binding form to avoid the possibility of removal or insertion of page(s). All pages of the original Bid must be ~~signed~~initialled and stamped by the Bidder’s authorized representative. All the pages must be numbered starting from the first page to the last. Any Bid not substantially adhering to these requirements may be rejected ~~by TFEC~~.
- 4.9.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the authorized representative signing the Bid.
- 4.9.5 KW&SB / TFEC reserves the right to reject a Bid which does not meet the requirements in Sub-Section 4.9 (*Manner of Signing of Bid*) of the Instructions to Bidders.

## **5. SUBMISSION AND OPENING OF BIDS**

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### **5.1 SEALING, MARKING AND SUBMISSION OF BIDS**

- 5.1.1 In accordance with Sub-Section 4.9.1 of the Instructions to Bidders, each Bid shall be in a separate envelope indicating the Bid as original or copy clearly marked as “ORIGINAL” and “COPY”, as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” and the Financial Proposal in the sealed envelope clearly marked “FINANCIAL PROPOSAL”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address for Bid submission indicated in the Data Sheet. The envelope shall be clearly marked: “DO NOT OPEN, EXCEPT IN PRESENCE OF TFEC”.

The outer envelope of the Technical Proposal shall bear a warning not to open the envelope before the Bid Submission Date. The outer envelope of the Financial Proposal shall bear a warning not to open the envelope before the Technical Proposal has been evaluated. Any Bidder (including a Consortium Member) who submits or participates in more than one (1) Bid shall be disqualified. The inner and outer envelopes of the Technical Proposal and the Financial Proposal shall bear the name of the Bidder and be addressed to KW&SB and shall the mention the name of the Project i.e., “*Karachi Hub Water Canal Project*”.

- 5.1.2 If all the envelopes are not sealed and marked as required, ~~KW&SB / TFEC~~GoS Parties shall not assume any responsibility for the misplacement or premature opening of the Bid. In case of such misplacement or premature opening of Bid which results in disclosure of any direct or indirect financial information prior to the scheduled opening of the Financial Proposal, the Bid shall be rejected ~~by TFEC~~ as non-responsive.
- 5.1.3 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 ~~shall~~may be rejected.

- 5.1.4 Bids shall be submitted by the Bidders: (i) through courier / express mail; or (ii) by hand at the address indicated in the Data Sheet.

## **5.2 DEADLINE FOR SUBMISSION**

- 5.2.1 Bids must be received by KW&SB at the address provided in the Data Sheet not later than the Bid Submission Date.

- 5.2.2 No arrangements shall be made by KW&SB with Bidders for collection of the Bids from any delivery point. Bidders shall bear all expenses incurred in the preparation and delivery of Bids. No claims for refund of any expense shall be entertained.

- 5.2.3 Where delivery of the Bid is by courier / express mail and Bidder wishes to receive an acknowledgment of receipt of such Bid, the Bidder shall make a request for such acknowledgement in a separate letter attached to (but not included in) the sealed Bid.

- 5.2.4 KW&SB may, at its discretion, extend the Bid Submission Date by issuing an addendum in accordance with Sub-Section 3.4 (*Amendment of RFP*) of the Instructions to Bidders, in which case all rights and obligations of KW&SB and the Bidders previously subject to the earlier Bid Submission Date shall thereafter be subject to the extended Bid Submission Date.

- 5.2.5 KW&SB shall not consider any Bid that arrives after the Bid Submission Date. Any Bid or any document received by KW&SB after the Bid Submission Date shall be declared late, rejected, and returned unopened to the Bidder.

- 5.2.6 Delays in the mail, delays of person(s) in transit, or delivery of a Bid to an incorrect location, shall not be accepted as an excuse for failure to deliver a Bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which to deliver its Bid in a timely manner.

## **5.3 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BIDS**

- 5.3.1 Any Bidder may modify, substitute, or withdraw its Bid after submission provided that written notice, duly signed by authorised representative, for the modification, substitution or withdrawal is received by KW&SB prior to the Bid Submission Date.

- 5.3.2 The notice for modification, substitution or withdrawal of any Bid shall be prepared, sealed, marked and delivered in accordance with the provisions applicable to the original Bid with additional marking of "MODIFICATION" or "SUBSTITUTION" on all envelopes in case of modification or substitution, or "WITHDRAWAL" on the envelope containing the notice, in case of withdrawal.

- 5.3.3 Withdrawal of a Bid during the interval between the Bid Submission Date and the expiration of the Bid Validity Period (or any extension thereof) shall result in forfeiture of the Bid Security pursuant to Sub-Section 4.7.9 of the Instructions to Bidders.

- 5.3.4 Bids requested to be withdrawn in accordance with Sub-Section 5.3.1 of the Instructions to Bidders shall be returned unopened to the requesting Bidder(s).

- 5.3.5 After the Bid Submission Date, no changes to the Concession Documents shall be permitted other

than those requested by KW&SB and agreed to by the Bidder, and inclusion of details of the Successful Bidder (to whom the Concession is awarded), and any other information that was incomplete prior to the Bid Submission Date.

- 5.3.6 Bids submitted in response to the RFP by the Bidders shall be upon full understanding and agreement of all terms of the RFP (including the Concession Documents) and such submission shall be deemed as an acceptance to all the terms and conditions stated in the RFP (including the Concession Documents).

#### **5.4 OPENING OF BIDS**

- 5.4.1 TFEC shall conduct the opening of Technical Proposals on the same day as the Bid Submission Date at **13:00 hours** (PST) at the address provided in the Data Sheet, in the presence of Bidders' designated representatives who choose to attend.

- 5.4.2 If the Technical Proposal and the Financial Proposal are submitted together in one envelope, other than as specified in the Instructions to Bidders, ~~TFEC may reject~~ the entire Bid may be rejected. If any document, required to be submitted with Technical Proposal, is submitted with the Financial Proposal, or if any document required to be submitted with the Financial Proposal is submitted with the Technical Proposal, such document shall not be considered for evaluation and may also form the basis of rejection of a Bid.

- 5.4.3 The Financial Proposals shall remain unopened and will be held in custody of KW&SB until the specified time of their opening, as communicated by KW&SB to the Bidders.

- 5.4.4 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the inner envelope with the corresponding Bid shall not be opened but returned to the Bidder. No Bid shall be withdrawn unless the corresponding withdrawal notice contains a valid authorization by the Bidder to request the withdrawal and is read out during the Bid opening.

- 5.4.5 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the substitute Technical Proposal and / or substitute Financial Proposal shall be exchanged for the corresponding envelopes being substituted, which shall be returned to the Bidder unopened. Only the substituted Technical Proposal, if any, shall be opened, read out, and recorded. Substituted Financial Proposal, if any, will remain unopened in accordance with Sub-Section 5.4.3 of the Instructions to Bidders. No Bid shall be substituted unless a valid authorization by the Bidder to request the substitution is submitted and is read out and recorded during the Bid opening.

- 5.4.6 Next, outer envelopes marked "MODIFICATION" shall be opened. The original Technical Proposal shall be opened, read out, and recorded, followed by the opening, reading out and recording of the modification to the Technical Proposal. Any modification to the Financial Proposal shall remain unopened in accordance with Sub-section 5.4.3 of the Instructions to Bidders. No Bid shall be modified unless a valid authorization by the Bidder to request the modification is submitted and is read out and recorded during the Bid opening.

- 5.4.7 All other envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded:

(a) the name of the Bidder;

(b) the presence and value of the Bid Security;

~~(b)~~(c) whether there is a modification or substitution; and

~~(e)~~(d) any other details as KW&SB / TFEC may consider appropriate.

5.4.8 Only Technical Proposals read out and recorded during the Bid opening shall be considered for evaluation as per the requirements of the RFP. No Bid shall be rejected at the opening of Technical Proposals except for late Bids, in accordance with Sub-Section 5.2.5 of the Instructions to Bidders.

5.4.9 TFEC shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder ~~and~~, presence or absence and the value of Bid Security and whether there is a withdrawal, substitution, or modification. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the contents and effect of the record.

5.4.10 At the end of the evaluation of the Technical Proposals, ~~TFEC~~KW&SB shall invite Bidders who have submitted responsive Technical Proposals pursuant to the requirements of the RFP and who have been determined as technically qualified for award of Concession to attend the opening of the Financial Proposals. The date, time, and location of the opening of Financial Proposals shall be advised in writing by KW&SB.

5.4.11 KW&SB shall notify in writing at any time prior to the opening of the Financial Proposals, the Bidders who have been rejected on the grounds of their Technical Proposals not being responsive to the requirements of the RFP. Such Bidders shall be required to collect their Financial Proposals unopened from KW&SB on the date notified by KW&SB.

5.4.12 TFEC shall conduct the opening of Financial Proposals of all Bidders who have technically qualified, in the presence of Bidders' representatives who choose to attend at the address, date and time specified by KW&SB. The Bidders' representatives who are present shall be requested to sign an attendance sheet evidencing their attendance.

5.4.13 Financial Proposals of the Bidders shall be opened one at a time and the following read out and recorded:

(a) the name of the Bidder;

(b) whether there is a modification or substitution;

~~(d)~~(a) ~~the presence and value of the Bid Security;~~

(c) the Bid Price; and

(d) any other details as KW&SB / TFEC may consider appropriate.

5.4.14 Only the Financial Proposals read out and recorded during the opening of Financial Proposals shall be considered for evaluation. No Financial Proposal shall be rejected at the time of opening of Financial Proposals.

5.4.15 TFEC shall prepare a record of the opening of Financial Proposals that shall include, as a minimum: the name of the Bidder, presence or absence and the value of Bid Security and the Bid Price. The Bidders' representatives who are present shall be requested to sign the attendance sheet. The omission of a Bidder's signature on the attendance sheet shall not invalidate the



contents and effect of the record. A copy of the attendance sheet shall be distributed to all Bidders.

## **6. CLARIFICATION AND EVALUATION OF BIDS**

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### **6.1 CLARIFICATION OF BIDS**

6.1.1 To assist in the examination, evaluation and comparison of the Technical Proposals and / or Financial Proposals, KW&SB / TFEC may, at its discretion, ask the Bidders for any clarification, additional information or supporting documentation in respect of any matter associated with the documentation submitted by the Bidders in their Bids. Any such request and the response shall be in writing. Subject to Sub-Section 6.1.3, no change in the price in the Financial Proposals or substance of the Bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered ~~by TFEC in~~ during the evaluation of the Bids, in accordance with Sub-Section 6.3.4 of the Instructions to Bidders.

6.1.2 If a Bidder does not provide clarifications of the information requested by the date and time set in KW&SB's / TFEC's request for clarification, its Bid shall be rejected.

6.1.3 As a result of clarification sought from a Bidder, if applicable, the prices / amounts quoted by such Bidder in the Financial Proposal may be reduced downwards but shall not be increased from the prices / amounts quoted in the Financial Proposals.

### **6.2 EVALUATION OF BIDS**

6.2.1 During the evaluation of Bids, the following definitions apply:

- (a) “*Deviation*” is a departure from the requirements specified in the RFP;
- (b) “*Reservation*” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the RFP; and
- (c) “*Omission*” is the failure to submit part, or all of the information or documentation required in the RFP.

### **6.3 PRELIMINARY EXAMINATION OF BIDS**

6.3.1 Prior to the detailed evaluation of Bids pursuant to Sub-Section 6.4 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, ~~TFEC shall examine~~ each Bid shall be examined to determine whether:

- (a) the Bid is complete and does not deviate from the scope of works and services to be performed in relation to the Project;
- (b) any computational errors have been made;
- (c) required sureties (including Bid Security) have been furnished;
- (d) documents have been properly signed;
- (e) valid authorization(s) is / are present;
- (f) the Bid is valid till the Bid Validity Period; and

- (g) the Bidder continues to meet the evaluation and qualification criteria set out in the Prequalification Document.
- 6.3.2 Prior to conducting detailed evaluation of Bids pursuant to Sub-Section 6.4 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, ~~TFEC shall examine~~ each Bid shall be examined as follows, and a Bid may not be considered acceptable if:
- (a) it is unsigned; or
  - (b) its validity is less than the Bid Validity Period.
- 6.3.3 Prior to the detailed evaluation of Bids pursuant to Sub-Section 6.4 (*Determination of Responsiveness of Bids*) of the Instructions to Bidders, ~~TFEC shall examine~~ each Bid shall be examined as follows, and a Bid shall not be considered acceptable if:
- (a) it is not accompanied by a Bid Security;
  - (b) it is received after the Bid Submission Date;
  - (c) it is submitted through fax, email, or any other form of electronic transmission;
  - (d) the Bidder refuses to accept arithmetic correction(s); or
  - (e) it materially deviates from the requirements of the RFP.
- 6.3.4 KW&SB / TFEC shall require arithmetical errors to be rectified. If there is a discrepancy between:
- (a) the relevant input amount and the output (i.e., total) amount in any Bidding Form, due to any error in calculation, the relevant input amount shall prevail, and the output (i.e., total) amount shall be corrected;
  - (b) the words and figures, the amount in words shall prevail.
- 6.3.5 If the Bidder does not accept the corrected amount of the Bid, its Bid shall be rejected, and its Bid Security shall be forfeited.

#### **6.4 DETERMINATION OF RESPONSIVENESS OF BIDS**

- 6.4.1 KW&SB / TFEC shall determine the responsiveness of each Bid to the RFP. The Technical Proposals that conform to all the terms and conditions of the RFP without material deviations, reservations or omissions shall be declared responsive. A material deviation, reservation or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the works and services in relation to the Project as specified in the RFP; or
    - (ii) limit in any substantial way KW&SB's or GoS's rights or the Bidder's or the Company's obligations under the RFP; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Technical Proposals.

- 6.4.2 KW&SB's / TFEC's determination of a Bid's responsiveness may be based on the contents of the Bid itself without recourse to extrinsic evidence.
- 6.4.3 Any minor non-conformity or irregularity in a Technical Proposal that does not constitute a material deviation, reservation or omission may be waived by KW&SB or required by KW&SB to be rectified, provided such waiver or rectification does not prejudice or affect unfairly the competitive position of other responsive Technical Proposals.
- 6.4.4 Provided that a Bid is substantially responsive, KW&SB / TFEC may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 6.4.5 If a Bid is not substantially responsive to the requirements of the RFP, it shall be rejected ~~by TFEC~~ and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 6.4.6 A responsive Financial Proposal is one which meets the requirements of the RFP without any deviation, reservation or omission. No change in the Financial Proposals shall be allowed and shall be evaluated as per the information provided by the Bidders. A non-responsive Financial Proposal may not subsequently be made responsive by correction of the deviation, reservation, or omission.
- 6.4.7 If a Financial Proposal, in the opinion of KW&SB / TFEC, is seriously unbalanced or is seen to unfairly exploit the evaluation mechanism, KW&SB / TFEC may require the relevant Bidder to produce detailed price analysis for any or all items of the Bid, to demonstrate the internal consistency of those prices. After evaluation of the price analysis, taking into consideration the terms of payments, KW&SB / TFEC may require the Bidder to rationalize the costs and / or terms of payments.

## **6.5 EVALUATION CRITERIA**

- 6.5.1 In addition, and subject to the requirements set out in Sub-Section 6.3 (*Preliminary Examination of Bids*) and Sub-Section 6.4 (*Determination of Responsiveness of Bids*) each of the Instructions to Bidders, the Bidders shall be evaluated against the evaluation criteria for the Technical Proposals and the Financial Proposals set out in Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP.
- 6.5.2 The Technical Proposals will be evaluated based on the "pass" or "fail" basis. A Bidder whose Technical Proposal meets the technical evaluation criteria (in KW&SB's / TFEC's determination) set out in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP shall be considered "pass" and a Bidder whose Technical Proposal fails to meet the technical evaluation criteria (in KW&SB's / TFEC's determination) set out in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP shall be considered "fail".
- 6.5.3 The Bid Price, including NPV of Service Payment shall be calculated as per the methodology set out in Section II (*Financial Evaluation Criteria*) of Annexure B (*Evaluation Criteria*) of Part 4

(Annexures) of Volume I (*Bidding Procedure*) of the RFP. The Bid Price shall be clearly stated as a single figure, denominated in PKR, and shall not include any provision for amendment or adjustment (whether for inflation, foreign exchange movements or otherwise).

- 6.5.4 Any Bid that fails to meet the evaluation criteria for the Technical Proposals and the Financial Proposals set out in Annexure B (*Evaluation Criteria*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, shall be rejected.
- 6.5.5 The capabilities of the Proposed Contractors proposed in a Bid will be evaluated for acceptability in accordance with Annexure A (*Eligibility Criteria for Proposed Contractors*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP. The net worth requirements applicable to the Proposed Contractors as set out in Section I (*Technical Evaluation Criteria*) of Annexure B (*Evaluation Criteria*), shall be calculated on the following parameters, based on the latest audited financial statements:
- (a) “*Net Worth*” shall be calculated as the relevant Proposed Contractor’s (or in case of consortium, each consortium member’s) “*Total Assets*” minus its: (i) “*Total Liabilities*”; and (ii) “*Revaluation Surplus*” (or similar entry) on a consolidated basis.
  - (b) “*Total Assets*” shall be calculated as the total consolidated assets of such entity measured in accordance with either IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the relevant Proposed Contractor (or in case of consortium, each consortium member) is incorporated.
  - (c) “*Total Liabilities*” shall be calculated as the total consolidated liabilities of such entity measured in accordance with either IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the relevant Proposed Contractor (or in case of consortium, the relevant consortium member) is incorporated.
  - (d) “*Revaluation Surplus*” (or similar entry) shall be calculated as the total consolidated figure for any upward changes in the value of the capital / fixed assets of such entity measured in accordance with either IFRS or any other similar accounting or public accounting standard which is permissible in the jurisdiction in which the relevant Proposed Applicant (or in case of consortium, the relevant consortium member) is incorporated. It is typically under the ‘*Equity*’ line item in balance sheet.
- 6.5.6 Should all the Proposed Contractors be determined to be non-compliant with the requirements set out in the RFP, the respective Bid shall be rejected.
- 6.5.7 In case more than one of the Proposed Contractors are determined to be compliant with the requirements set out in the RFP, including the Annexure A (*Eligibility Criteria for Proposed Contractors*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, the Bidders shall be allowed to choose any of the compliant Proposed Contractors as the Approved Contractor for the performance of the relevant Project Activities, provided that KW&SB is informed in writing by the Bidder, the name of the Approved Contractor.
- 6.5.8 In case only one of the Proposed Contractors is determined to be compliant with the requirements set out in the RFP, including the Annexure A (*Eligibility Criteria for Proposed Contractors*) of Part 4 (*Annexures*) of Volume I (*Bidding Procedure*) of the RFP, the Bidders shall nominate such compliant Proposed Contractor as the Approved Contractor for the performance of the relevant

Project Activities and the Successful Bidder shall notify KW&SB the name of the Approved Contractor prior to the execution of the Concession Agreement.

## **6.6 SUCCESSFUL BIDDER**

6.6.1 A Bidder whose bid has been determined the Best Evaluated Bid in terms of lowest Bid Price shall be declared the Successful Bidder.

6.6.2 In the event it is determined that two (2) or more Bidders have quoted same lowest Bid Price, KW&SB may require such Bidders to re-submit the revised Financial Proposals.

## **6.7 KW&SB'S RIGHT TO VERIFY DOCUMENTS**

6.7.1 KW&SB retains the right to verify particulars regarding any information, statements and / or documents furnished with a Bid. Any Bidder found to be misrepresenting information may be disqualified at any stage of the Bidding Process and their Bid Security shall be forfeited.

## **7. AWARD OF CONCESSION**

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### **7.1 AWARD CRITERIA**

7.1.1 Subject to Sub-Section 7.2 (*KW&SB's Right to Accept / Reject Bids*), KW&SB shall award the Concession to the Bidder whose Bid has been determined to be the Best Evaluated Bid in terms of the requirements of the Applicable Evaluation Documents and subject to the approval of the PPP Policy Board established under the Sindh PPP Act, provided that such Bidder continues to be eligible in accordance with the requirements set out in the Prequalification Document.

### **7.2 KW&SB'S RIGHT TO ACCEPT / REJECT BIDS**

7.2.1 No Bid shall be considered to have been accepted, unless such acceptance is confirmed in writing and notified to the Successful Bidder by KW&SB.

7.2.2 KW&SB reserves the right to annul the Bidding Process and reject all Bids at any time prior to the issuance of the Notification of Award, without thereby incurring any liability to Bidders or providing any reason for rejection of the Bids. In case of such annulment, all Bids submitted and specifically, the Bid Securities, shall be promptly returned to the Bidders. The decision of KW&SB shall be final and binding.

7.2.3 KW&SB shall not be responsible for, or pay for, any expenses or losses which may be incurred by any Bidder in the preparation of, or in connection with, its Bid.

7.2.4 Each Bidder fully waives any and all rights to claim in respect of such expenses or losses and agrees to indemnify KW&SB, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs or expenses of any kind incurred by any of them.

### **7.3 NOTIFICATION OF AWARD**

7.3.1 Prior to expiration of the Bid Validity Period, KW&SB shall notify the Successful Bidder through

the Notification of Award that its Bid has been accepted.

7.3.2 KW&SB shall, at least three (3) Business Days prior to the issuance of the Notification of Award, publish on the websites of PPP Unit, SPPRA and KW&SB, the results of the Bidding Process in the form of a report.

7.3.3 The Successful Bidder shall acknowledge and return the Notification of Award with its acceptance (the “**Acceptance of Notification of Award**”) within seven (7) days of the issuance of Notification of Award, failure of which may constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security.

7.3.4 The Successful Bidder shall be required to pay IFC Advisory Fee, in the manner specified in the Notification of Award, within thirty (30) days of issuance of the relevant invoice by IFC, after the issuance of Acceptance of Notification of Award. In any event the IFC Advisory Fee is to be paid by the Successful Bidder at least five (5) days prior to the signing of the Concession Agreement. The IFC Advisory Fee shall be non-refundable.

#### **7.4 FORMATION OF SPV BY THE SUCCESSFUL BIDDER**

7.4.1 The Successful Bidder shall incorporate a wholly owned SPV (i.e., the Company) that shall be a registered company incorporated in accordance with the Laws of Pakistan exclusively for the implementation of the Project.

7.4.2 The Successful Bidder / Company shall be obligated to replace the Bid Security (prior to expiry of the Bid Security) with the C&O Performance Security as per the requirements set out in Sub-Section 7.5.1 of the Instructions to Bidders.

#### **7.5 C&O PERFORMANCE SECURITY**

7.5.1 The Successful Bidder / Company shall, at least five (05) Business Days prior to the date of signing of the Concession Agreement, furnish to GoS satisfactory C&O Performance Security and shall maintain the same in full force and effect until the C&O Performance Security Expiry Date, in accordance with the requirements of the Concession Agreement and the RFP.

7.5.2 Failure of the Successful Bidder to comply with the requirements of Sub-Section 7.5.1 of the Instructions to Bidders shall constitute sufficient grounds for the annulment of the award and forfeiture of its Bid Security. Prior to execution of the Concession Agreement, the C&O Performance Security may be encashed by GoS for the same reasons as the Bid Security and for such other purpose as specified in the RFP. Following execution of the Concession Agreement, the C&O Performance Security shall be encashed in terms of the Concession Agreement.

#### **7.6 SIGNING OF THE CONCESSION AGREEMENT AND EFU AGREEMENT**

7.6.1 The Concession Agreement shall be executed between, KW&SB, the GoS and the Company (as the concessionaire), and the EFU Agreement shall be executed between the GoS, the Successful Bidder and the Company, each within thirty (30) days of issuance of the Notification of Award or within such extended timeline as determined by KW&SB in its sole discretion. In case the Concession Agreement and / or the EFU Agreement is not executed within the aforesaid timeline, the Bid Security or the C&O Performance Security (as applicable) shall be forfeited and the award shall be cancelled, if such failure is due to reasons attributable to the Successful Bidder, in the sole determination of KW&SB and / or GoS.

## **8. OTHER CONSIDERATIONS**

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### **8.1 CONFIDENTIALITY**

- 8.1.1 Subject to Sub-Section 8.1.3 of the Instructions to Bidders and Sub-Section 3.3 (*Clarifications of RFP*), no Bidder shall contact ~~KW&SB~~/~~any~~ GoS ~~/TFECParty~~ on any matter relating to its Bid from the time of Bid Submission Date.
- 8.1.2 Any attempt by a Bidder to influence ~~KW&SB~~/~~any~~ GoS ~~/TFECParty~~ in relation to the Bidding Process may result in the rejection of its Bid and encashment of its Bid Security.
- 8.1.3 Notwithstanding Sub-Section 8.1.2 of the Instructions to Bidders, from the time of Bid opening to the time of award of the Concession, if any Bidder wishes to contact KW&SB / TFEC on any matter related to the Bidding Process (including for the matters set out in Sub-Section 3.3 (*Clarifications of RFP*)), it should do so in writing via the modes specified in the Data Sheet.
- 8.1.4 Information relating to the examination, clarification, evaluation and recommendation for the Bidder shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising KW&SB and / or the GoS in relation to, or matters arising out of, or concerning the Bidding Process. KW&SB will endeavour to treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. KW&SB may not divulge any such information, unless it is directed to do so by any statutory entity that has the power under law to require its disclosure, is required under the applicable laws in Pakistan, or it is to enforce or assert any right or privilege of KW&SB, a statutory entity and / or the GoS.
- 8.1.5 All information supplied by KW&SB / GoS (through KW&SB) in connection with this RFP, shall be treated as confidential and the Bidders shall not, without the prior written consent of KW&SB, at any time make use of such information for their own purposes or disclose such information to any person (except as may be required by applicable Laws). Subject to the provisions of this RFP, the RFP shall remain the property of KW&SB and is issued solely for the purpose of preparation and submission of the Bid in accordance herewith.
- 8.1.6 The RFP and every part of it and all other information provided by or on behalf of KW&SB must be treated as private and confidential. Bidders shall not disclose the fact that they have been invited to submit a Bid or release details of the RFP other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the Bids.
- 8.1.7 Bidders shall not at any time release any information concerning the RFP and / or their Bid and / or any related documents and / or any discussion with KW&SB in this connection for publication in the press or on radio, television, screen or any other medium without the prior written approval of KW&SB.
- 8.1.8 Each Bidder undertakes to indemnify KW&SB and the GoS and to keep KW&SB and the GoS indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Sub-Section 8.1 (*Confidentiality*).
- 8.1.9 Any Bid submitted in response to the RFP is submitted upon a full understanding and agreement of terms of this Sub-Section 8.1 (*Confidentiality*) and therefore the submission of the Bid in response to the RFP would be deemed as an acceptance to the said terms.

## **8.2 CORRUPT AND FRAUDULENT PRACTICES**

8.2.1 KW&SB / TFEC will reject a Bid if it determines that a Bidder (including its Affiliate) or a Proposed Contractor has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the prequalification process for the Project or the Bidding Process and/or shall declare such Bidder or a Proposed Contractor ineligible, either indefinitely or for a stated period of time, to engage with the GoS Parties.

8.2.2 “*Corrupt and fraudulent practice*” means either one or any combination of the practices with respect to the Bidding Process and / or the Project given below:

- (a) “**coercive practice**” means 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 the procurement process for the Project, 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.

## **8.3 INTEGRITY PACT**

Each Bidder shall sign and stamp Bidding Form T2 (*Form of Integrity Pact*) of Part 2 (*Bidding Forms*) of the RFP (the “**Integrity Pact**”). Failure to provide such Integrity Pact may cause the Bid to be rejected ~~by TFEC~~ as non-responsive.

## **8.4 GRIEVANCE REDRESSAL**

Any Bidder being aggrieved by any act or decision of KW&SB / TFEC, may after the issuance of the RFP, lodge a written complaint to the “*complaint redressal committee*” constituted by KW&SB in accordance with the Applicable Evaluation Documents. The mechanism for redressal of grievances of Bidders shall be as per the Applicable Evaluation Documents.

## **8.5 REQUIREMENTS WITH RESPECT TO FOREIGN EXCHANGE INDEXATION**



The foreign exchange indexation (FE\_RC as set out in appendix 8 of the Concession Agreement) shall only be applied to lower of: (a) actual equity of the Foreign Sponsor (defined below); and (b) seventy percent (70%) of the total equity (excluding VGF) stated in Bidding Form F3F2-I (*Sources and Uses*) of Bidding Form F3F2 (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP and only with respect to the Bidders (including Consortium Members, in case a Bidder is a Consortium) who: (i) are foreign companies incorporated outside Pakistan; (ii) are owned and controlled by foreign shareholders / entities; and (iii) do not have any Pakistani shareholders (whether individual or corporate entity) with more than five percent (5%) shareholding (directly, indirectly, legally or beneficially) in such Bidder or Consortium Member (“**Foreign Sponsor**”).

Each Foreign Sponsor shall be required to submit as part of the Technical Proposal, a legal opinion from counsel qualified to opine in the jurisdiction of incorporation of the Foreign Sponsor confirming the conditions stated in (i) to (iii) above, and execute an undertaking in the form and substance attached as Bidding Form T4 (*Form of Undertaking*) of Part 2 (*Bidding Forms*) of the RFP.

Where a Bidder cannot satisfy the requirements of this Sub-Section 8.5, for the purposes of Bidding Form F3F2-B (*Cost Recovery Charges*) of Bidding Form F3F2 (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, equity should be included in the Local Equity component (LE\_RC as set out in appendix 8 of the Concession Agreement).

## **8.6 FEES, DUTIES AND TAXES**

The Company shall be responsible for payment of any stamp duty and other fees, duties and / or taxes that may be applicable with respect to the execution of the relevant documents (including the Concession Documents) in relation to the Project.

## **8.7 FOREIGN DEBT INDEXATION**

The foreign debt and equity exchange indexation (as set out in appendix 8 of the Concession Agreement) shall only be up to USD 35,000,000/- (United States Dollars Thirty-Five Million only) (“**Foreign Currency Funding Amount**”).

Aggregate of: (a) foreign equity stated in Bidding Form F2-I (*Sources and Uses*) of Bidding Form F2 (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, subject to Section 8.5 (*Requirements with respect to Foreign Exchange Indexation*) of the Instructions to Bidders (the “**Foreign Equity Amount**”); and (b) foreign debt stated in Bidding Form F2-I (*Sources and Uses*) of Bidding Form F2 (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP (the “**Foreign Debt Amount**”), shall not exceed the Foreign Currency Funding Amount. Bidders are required to ensure that FD P RC and FE RC proposed in their Bids are based on the aforesaid requirement and FD P RC corresponds to the Foreign Debt Amount and FE RC corresponds to the Foreign Equity Amount.

Indexation for FD P RC, FE RC and FD I RC are detailed in appendix 8 of the Concession Agreement.

## **9. DATA SHEET**

The following specific data shall supplement the provisions in the Instructions to Bidders.

1.	<b>Address for seeking clarifications on the RFP</b>	<p><b>Designation:</b> Project Director – Karachi Hub Water Canal Project</p> <p><b>Address:</b> Room No. 26, 1<sup>st</sup> Floor, Block B, Office of The Karachi Water &amp; Sewerage Board, 9<sup>th</sup> Mile, Karsaz, Karachi, Pakistan</p> <p><b>Phone No.:</b> 0092 21 9924 5130</p> <p>Requests for clarifications to be sent to the following email addresses:</p> <p><a href="mailto:kwsc@ifc.org">kwsc@ifc.org</a>.</p> <p><a href="mailto:karachihubwatercanalproject@gmail.com">karachihubwatercanalproject@gmail.com</a></p> <p>Subject of email to be Att. KWC – RFP (<i>[Name of Bidder]</i>).</p>
2.	<b>Pre-Bid Meeting</b>	<p><b>Date:</b> 20 September 2022</p> <p><b>Time:</b> 14:00 hours (PST)</p> <p><b>Venue:</b> Venue for the Pre-Bid Meeting shall be specified by KW&amp;SB in writing one (1) week prior to the Pre-Bid Meeting.</p> <p><i>Virtual attendance in the Pre-Bid Meeting shall be permitted. Link for the virtual meeting shall be shared with the Prequalified Applicants prior to the date of the Pre-Bid Meeting.</i></p>
3.	<b>Address for submission of Bids</b>	<p><b>Attention:</b> Staff Officer to Chairman Planning and Development Board, Government of Sindh (on behalf of the Project Director, Karachi Hub Water Canal Project).</p> <p><b>Address:</b> 2<sup>nd</sup> Floor, Tughlaq House, Sindh Secretariat, Shahrah-e-Kamal Atta-Turk Road, Karachi, Pakistan.</p> <p><b>Telephone:</b> 0092 21 99211922 <b>Cell:</b> 0092 333 319 5734</p>
4.	<b>Address for opening of Bids</b>	<p>Committee Room, Planning and Development Board, Government of Sindh, 2<sup>nd</sup> Floor, Tughlaq House, Sindh Secretariat, Shahrah-e-Kamal Atta-Turk Road, Karachi, Pakistan.</p>
5.	<b>Bid Submission Date</b>	29 November 2022

**PART 2**  
**BIDDING FORMS**

**1. BIDDING FORMS**

1.1 The Bidding Forms comprise the forms stated below and each relevant form is required to be submitted with the Technical Proposal and the Financial Proposal, as applicable.

1.2 In case a document / Bidding Form required to be submitted as part of the Technical Proposal, is submitted with Financial Proposal; or a document / Bidding Form required to be submitted with Financial Proposal, is submitted with Technical Proposal, it shall not be considered for evaluation and such document / Bidding Form shall be considered as not submitted by the Bidder and may also form the basis of rejection of a Bid.

(A) For the Technical Proposal:

- (a) **FORM T1 – LETTER OF TECHNICAL PROPOSAL**;
- (b) **FORM T2 – FORM OF INTEGRITY PACT**;
- (c) **FORM T3 – FORM OF POWER OF ATTORNEY**;
- (d) **FORM T4 – FORM OF UNDERTAKING**;
- (e) **FORM T5 – FORM OF CONSORTIUM UNDERTAKING**;
- (f) **FORM T6 – FORM OF AFFIDAVIT BY PROPOSED CONTRACTOR**;
- (g) **FORM T7 – TECHNICAL PROJECT METHODOLOGY / APPROACH**;
- (h) **FORM T8 – OPERATION & MAINTENANCE PLAN AND PROCEDURES**;
- (i) **FORM T9 – IMPLEMENTATION SCHEDULE**;
- (j) **FORM T10 – LIST OF MANUFACTURERS OF MAIN EQUIPMENT**;
- (k) **FORM T11 – SCHEDULE OF EQUIPMENT & TECHNOLOGY SUPPLIERS**;
- (l) **FORM T12 – ORGANIZATION & STAFFING**;
- (m) **FORM T13 – QUALITY CONTROL PRACTICES AND PROCEDURES**;
- (n) **FORM T14 – HEALTH & SAFETY PLAN AND PROCEDURES**;
- (o) **FORM T15 – METHODOLOGY/APPROACH FOR THE ENVIRONMENTAL & SOCIAL MANAGEMENT PLAN AND PROCEDURES**;
- (p) **FORM T16 – OTHER TECHNICAL DATA SUBMISSION**
- (q) **FORM T17 – PROJECT REFERENCES OF PROPOSED EPC CONTRACTOR**
- (r) **FORM T18 – PROJECT REFERENCES OF PROPOSED O&M CONTRACTOR**
- (s) **FORM T19 – NET WORTH REQUIREMENTS OF PROPOSED CONTRACTOR**
- (t) **FORM T20 – FORM OF BID SECURITY**

(B) For the Financial Proposal:

(a) **FORM F1 – LETTER OF FINANCIAL PROPOSAL;**

~~(b) – FORM F2 – FORM OF BID SECURITY;~~

~~(c) – FORM F3 – FINANCIAL FORMS~~

**A. TECHNICAL PROPOSAL BIDDING FORMS**

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**BIDDING FORM T1 – LETTER OF TECHNICAL PROPOSAL**

[Date]

**To: Karachi Water and Sewerage Board, Government of Sindh**

Project Director – Karachi Hub Water Canal Project  
Room No. 26, 1<sup>st</sup> Floor, Block B,  
Office of The Karachi Water & Sewerage Board,  
9<sup>th</sup> Mile, Karsaz, Karachi, Pakistan.

**Re:** Design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “**Project**”).

Dear [Sir/Madam],

Reference the Request for Proposals document issued on August 29, 2022, by Karachi Water and Sewerage Board (“**KW&SB**”), (the “**RFP**”) in relation to the Project.

We, [Name of the Bidder] hereby submit our Technical Proposal in conformity with the requirements of the RFP.

*All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.*

We, agree, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the RFP, including Addenda No(s) [●] / Corrigenda No(s) [●].
- (b) We, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.
- (c) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP (including the Concession Documents) without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP, including the appendices / annexures attached to the RFP.

(d) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith a Bid Security of PKR 350,000,000/- (Pakistani Rupees Three Hundred Fifty Million only) drawn in your favour or made payable to you and valid for a period twenty-eight (28) days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in accordance with the requirements of the RFP.

~~(d)~~(e) We, [including all Consortium Members,] and the Contractors, as per the requirements of the Prequalification Document and the RFP, respectively:

- (i) have nationalities of Eligible Countries;
- (ii) do not have any conflict of interest; and
- (iii) have not been declared ineligible/blacklisted by any of our employers, 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 (e.g., World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.), as at the Bid Submission Date.

~~(e)~~(f) Neither we, [including all Consortium Members], any Affiliate nor the Contractors:

- (i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)); or
- (ii) are included on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list.

~~(f)~~(g) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred twenty (120) days from the date fixed for the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

~~(g)~~(h) We understand that all the volumes, appendices / annexures attached to the RFP are integral parts of the RFP.

~~(h)~~(i) We have reviewed and accepted the form of the Concession Agreement along with the appendices attached thereto (attached as Volume III (*Concession Agreement and Appendices*)) and form of the EFU Agreement (attached as Volume IV (*EFU Agreement*)) to the RFP, and undertake to execute the same within the time period stipulated in Notification of Award.

~~(i)~~(j) We hereby:

- (i) acknowledge and consent to any actual, potential or perceived conflicts of interests arising as a result of the multiple current or prospective roles of IFC, MIGA and IDA in connection with the development, delivery and financing of the Project, or in connection with any pre-existing financial or advisory relationships between an institution of the World Bank Group and a prospective Bidder [(including the Consortium Members)] (or its Affiliate), KW&SB and the GoS;
- (ii) waive any liability to which any World Bank Group institution might otherwise be subject in connection with such actual, potential or perceived conflicts of interest; and
- (iii) consent to the sharing of any information provided to or created by IFC in connection with the proposed financing of the Project among IFC, IDA and MIGA staff members engaged in the proposed financing of the Project.

~~(j)~~(k) We acknowledge that KW&SB (and the GoS) will be relying on the information provided in our Prequalification Application and our Bid and the documents accompanying them to determine the Successful Bidder. We certify that all information provided in our Prequalification Application and our Bid is true and correct and that nothing has been omitted which renders such information misleading.

~~(k)~~(l) We continue to satisfy and meet all the requirements specified in the Prequalification Document, including the qualifications requirements set out in the Prequalification Document and in our

Prequalification Application and there has been no material event relating to us or, if we are a Consortium, to any of our Consortium Members, which would require disclosure to KW&SB (and the GoS) or which might cause us to fail to become a Prequalified Applicant.

- ~~(h)~~(m) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Concession Agreement (attached as Volume III (*Concession Agreement and Appendices*) to the RFP) is executed.
- ~~(m)~~(n) We are not participating or any of our Consortium Members (or any of our Affiliates), as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.
- ~~(n)~~(o) We understand that KW&SB may cancel the Bidding Process at any time and that KW&SB is not bound either to accept any Bid that it may receive, without incurring any liability to the Bidders.
- ~~(o)~~(p) We agree to permit KW&SB, the GoS and any persons, representatives or auditors appointed and authorized by KW&SB and / or the GoS to inspect and audit our accounts, records and other documents relating to our Bid.
- ~~(p)~~(q) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.
- ~~(q)~~(r) We accept the right of KW&SB to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.
- ~~(r)~~(s) All information, representations and other matters of fact communicated (whether in writing or otherwise) to KW&SB by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.
- ~~(s)~~(t) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the KW&SB.
- ~~(t)~~(u) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid and the Project.
- ~~(u)~~(v) We undertake, if our Bid is accepted, to furnish the C&O Performance Security as per the requirements of the RFP.
- ~~(v)~~(w) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.
- ~~(w)~~(x) We understand that the RFP has been issued by KW&SB for the Project; and undertake and confirm that if our Bid is accepted, we and the SPV (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the Concession Agreement (including other applicable Concession Documents) (attached as Volume III (*Concession Agreement and Appendices*) and the EFU Agreement (attached as Volume IV (*EFU Agreement*)) to the RFP and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.



~~(x)~~(y) We acknowledge that in case the Project is awarded to us, we shall be liable to pay IFC Advisory Fee in the manner specified in the Notification of Award, within thirty (30) days of issuance of the relevant invoice by IFC, after the issuance of Acceptance of Notification of Award.

Name .....

In the capacity of .....

Signed .....

..... (Seal)...

Duly authorized to sign the Bid for and on behalf of: *(Insert Name of the Bidder/names of all Consortium Members)*

Date .....

**Witness 1:**

**Witness 2:**

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

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

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

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

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CNIC/Passport No.: \_\_\_\_\_

CNIC/Passport No.: \_\_\_\_\_

**BIDDING FORM T2 – FORM OF INTEGRITY PACT**

Dated \_\_\_\_\_

[*name of Bidder*] (the “**Bidder**”) 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, Karachi Water and Sewerage Board, any administrative subdivision or agency thereof or any other entity owned or controlled by Government of Sindh (collectively to be hereinafter referred to as the “**GoS**”) through any corrupt business practice.

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

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

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

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

**[Name of Employer Agency: Karachi Water & Sewerage Board]<sup>1</sup>**

**Signature:** .....

[Seal]

**Name of Bidder:** \_\_\_\_\_

**Signature:** .....

[Seal]

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<sup>1</sup> Signatures of KW&SB shall be affixed after receipt of Proposals.

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## BIDDING FORM T3 – FORM OF POWER OF ATTORNEY

### A. POWER OF ATTORNEY TO AUTHORIZE A PERSON TO SIGN THE DOCUMENTS

#### *NOTES FOR EXECUTION OF POWER OF ATTORNEY*

- *To be executed by each Bidder and in case the Bidder is a Consortium, by each Consortium Member, authorizing the relevant attorney to, inter alia, sign the required documents on its behalf in relation to the RFP.*
- *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).*
- *This Power of Attorney shall be on stamp paper and notarised ~~with the Notary Public~~ by the notary public. For a Power of Attorney executed and issued overseas, the same will have to be adhesive stamped, once brought into Pakistan.*
- *~~For a~~ The Power of Attorney executed and issued overseas, ~~the same~~ will have to be notarized by ~~Notary Public~~ notary public and-;*
  - (i) ~~attested by the Pakistani Embassy / Consulate in the country where the Power of Attorney is executed; and, In case a person in Pakistan is being appointed as an attorney pursuant to the Power of Attorney, the Power of Attorney, once brought into Pakistan, the same is will also be required~~ to be attested by Ministry of Foreign Affairs, Pakistan ~~and adhesive stamped; or~~*
  - (ii) ~~subject to applicable laws of the country where Power of Attorney is executed, authenticated by an apostille under the Apostille Convention.~~*
- *This Power of Attorney shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses ~~or four (4) female witnesses.~~*
- *See Bidding Documentary Requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

**KNOW ALL BY THESE PRESENTS, WE,** [(name of the entity and address of the registered office)] do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms. [(Name)], son / daughter / wife of [(Name)] holding [CNIC / Passport] Number [insert number] and presently residing at [insert current residence details], who is presently employed with us and holding the position of [insert position], as our true and lawful attorney (hereinafter referred to as the “Attorney”) (with power to sub-delegate) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the requirements of the request for proposals document issued on August 29, 2022 (the “RFP”) by Karachi Water and Sewerage Board (“KW&SB”) in relation to design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “Project”), including but not limited to signing and submission of all documents and providing information / responses to KW&SB in respect of the RFP, representing us in all matters before KW&SB, and generally dealing with KW&SB (and the GoS), and / or any other governmental agencies or any person, in all matters in connection with or relating to or arising out of our Bid and its acceptance by KW&SB and for the Project.

We hereby ratify all prior and future acts, deeds and things lawfully done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this

Power of Attorney and we hereby agree that all prior and / or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be, deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

For & On Behalf of:

\_\_\_\_\_ (insert name of the entity)

By Its Duly Authorized Signatory

.....

(Signature)

**Name:** \_\_\_\_\_ [insert name of the person issuing this Power of Attorney who is authorized to issue this Power of Attorney on behalf of the entity]

**Title / Designation:** \_\_\_\_\_ [insert designation of the person issuing this Power of Attorney]

**Address:** \_\_\_\_\_ [insert address of the person issuing this Power of Attorney]

**WITNESSES:**

**WITNESS 1:**

**WITNESS 2:**

.....

.....

NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**SIGNATURE OF ATTORNEY**

.....

**Name of Attorney:** \_\_\_\_\_

**CNIC / Passport Number of Attorney:** \_\_\_\_\_

**Title / Designation of Attorney:** \_\_\_\_\_

**Address of Attorney:** \_\_\_\_\_

|

## B. POWER OF ATTORNEY TO AUTHORIZE THE CONSORTIUM AUTHORIZED REPRESENTATIVE

### NOTES FOR EXECUTION OF POWER OF ATTORNEY

- *This Power of Attorney for the appointment of Consortium Authorized Representative, is to be executed by the authorized representative of each Consortium Member (appointed pursuant to the power of attorney in Form A (Power of Attorney to Authorize a Person to Sign the Documents)). The Consortium Authorized Representative shall be the same entity (i.e., Lead Investor or the Lead Developer), appointed to represent the Consortium during the prequalification stage. Subject to the approval of KW&SB / TFEC, a different Consortium Authorized Representative (i.e., different from the representative appointed during the Prequalification Process) may be appointed pursuant to the Power of Attorney, provided that such Consortium Authorized Representative is the Lead Investor or the Lead Developer.*
- *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).*
- *This Power of Attorney shall be on a stamp paper and notarised ~~with the Notary Public~~ by the notary public. For a Power of Attorney executed and issued overseas, the same will have to be adhesive stamped, once brought into Pakistan.*
- ~~*For a*~~ *The Power of Attorney executed and issued overseas, ~~the same~~ will have to be notarized by ~~Notary Public~~ notary public and:-*
  - (i) ~~attested by the Pakistani Embassy / Consulate in the country where the Power of Attorney is executed; and. In case a person in Pakistan is being appointed as an attorney pursuant to the Power of Attorney, the Power of Attorney, once brought into Pakistan, ~~the same is~~ will also be required to be attested by Ministry of Foreign Affairs, Pakistan ~~and adhesive stamped; or~~~~*
  - (ii) ~~subject to applicable laws of the country where Power of Attorney is executed, authenticated by an apostille under the Apostille Convention.~~*
- *This Power of Attorney shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses ~~or four (4) female witnesses.~~*
- *See Bidding Documentary Requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

WHEREAS, the Karachi Water and Sewerage Board (“KW&SB”) has invited bids from the Prequalified Applicants for the ‘KARACHI WATER HUB CANAL PROJECT’ (the “Project”) pursuant to the request for proposals document issued on August 29, 2022 by KW&SB (as amended from time to time) (the “RFP”);

WHEREAS, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (each hereinafter referred to individually as a “Consortium Member” and collectively as “Consortium Members”) have formed a consortium (the “Consortium”) in accordance with the requirements of the Prequalification Document and the RFP and have issued a Consortium Undertaking as per the requirements of the RFP;

[WHEREAS, the Consortium Members during the Prequalification Process, designated [●], the [Lead Investor / Lead Developer (insert as applicable)], as identified in our Prequalification Application, as the

“**Consortium Authorized Representative**” as per the requirements of the Prequalification Document to conduct all business for and on behalf of the Consortium during the Prequalification Process and to do on our behalf all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to, *inter alia*, signing and submission of all applications and other documents and generally to represent the Consortium in all its dealings with KW&SB relating to or arising out of the Consortium’s Prequalification Application;]<sup>2</sup>

**AND WHEREAS**, the Consortium Members issue this Power of Attorney for the appointment of the ‘**Consortium Authorized Representative**’ with all necessary powers and authority to represent and irrevocably bind all the Consortium Members in all matters connected with the Bidding Process and during execution of the relevant agreements in relation to the Project, in case the Consortium is awarded the Project.

**KNOW ALL MEN BY THESE PRESENTS**

WE, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Consortium Members and the [*Lead Developer / Lead Investor (insert as applicable)*], as the Consortium Authorized Representative and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bidding Process being conducted by KW&SB pursuant to the RFP and to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Project, including but not limited to signing and submission of our Bid, all applications and other documents and writings, participate in conferences / meetings, respond to queries, submit information / documents, sign and execute contracts and undertakings including the Acceptance of Notification of Award, as applicable (if awarded the Project) and generally to represent the Consortium in all its dealings with KW&SB (and the GoS), and / or any other governmental agencies or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid and its acceptance by KW&SB.

We hereby ratify all prior and future acts, deeds and things lawfully done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) pursuant to this Power of Attorney and we hereby agree that all prior and / or future acts, deeds and things done by the Attorney in relation to the Project (including with respect to the submission of our Bid in response to the RFP) shall, and shall always be, deemed to have been done by us.

IN WITNESS WHEREOF WE THE ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

For: \_\_\_\_\_ [*insert name of Consortium Member*]

(*Signature*)

**Name:** \_\_\_\_\_ [*Insert name of the person executing this Power of Attorney on behalf of the Consortium Member*]

\_\_\_\_\_

<sup>2</sup> Bidders to note that this provision may be deleted in case a different Consortium Authorized representative (i.e., different from the Consortium Authorized Representative appointed during the Prequalification Process) is being appointed pursuant to the Power of Attorney-: provided prior approval of KW&SB has been sought.



**Title / Designation:** \_\_\_\_\_ [Insert title / designation of the person executing this Power of Attorney on behalf of the Consortium Member]

**Address:** [Insert address of the person executing this Power of Attorney on behalf of the Consortium Member]

For: \_\_\_\_\_ [insert name of Consortium Member]

(Signature)

**Name:** \_\_\_\_\_ [Insert name of the person executing this Power of Attorney on behalf of the Consortium Member]

**Title / Designation:** \_\_\_\_\_ [Insert title / designation of the person executing this Power of Attorney on behalf of the Consortium Member]

**Address:** [Insert address of the person executing this Power of Attorney on behalf of the Consortium Member]

For: \_\_\_\_\_ [insert name of Consortium Member]

(Signature)

**Name:** \_\_\_\_\_ [Insert name of the person executing this Power of Attorney on behalf of the Consortium Member]

**Title / Designation:** \_\_\_\_\_ [Insert title / designation of the person executing this Power of Attorney on behalf of the Consortium Member]

**Address:** [Insert address of the person executing this Power of Attorney on behalf of the Consortium Member]

**WITNESSES:**

**WITNESS 1:**

**WITNESS 2:**

.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

.....  
NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

(Executants)

(To be executed by all the Consortium Members in favour of Consortium Authorized Representative)

## **BIDDING FORM T4 – FORM OF UNDERTAKING**

*Note: See Bidding Documentary Requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

*To be executed and issued by each Bidder (Consortium Member (in case the Bidder is a Consortium)), through its authorized representative appointed pursuant to the Power of Attorney set out in Part A (Power of Attorney to Authorize a Person to Sign the Documents) of Bidding Form – T3 (Form of Power of Attorney) of Part 2 (Bidding Forms) of Volume I (Bidding Procedure) of the RFP.*

*This Undertaking shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses ~~or four (4) female witnesses.~~*

[Date]

**Re:** Design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “**Project**”).

Reference the Request for Proposals document issued on August 29, 2022, by Karachi Water and Sewerage Board (“**KW&SB**”), (the “**RFP**”) in relation to the Project.

### **UNDERTAKING**

(this “**Undertaking**”)

We, [insert name], registered under incorporation / registration number [●] under the laws of [●], do hereby solemnly represent, declare, covenant, undertake and submit that:

- (a) as at the date hereof, the representations, declarations, covenants and undertakings in our Prequalification Application remain correct, true and valid / [including the information representations, declarations, covenants and undertakings provided by [insert name of new entity, in case new entity is proposed as shareholder in terms of Sub-Section 2.1.4 of the Instructions to Bidders]];
- (b) as at the date hereof, all submissions, documents, forms and other information provided in our Prequalification Application and during the Prequalification Process, on the basis of which we were prequalified, remain true, correct and valid;
- (c) we shall notify KW&SB immediately, in writing, if any change in the structure, formation, personnel or qualifications reflected in our Prequalification Application that could affect our eligibility and qualification under the Prequalification Document and we acknowledge that such notification shall not render us eligible and qualified under the Prequalification Document;
- (d) we acknowledge and accept that failure to notify KW&SB of such changes in a timely manner may result in our disqualification [(including the disqualification of the Consortium)] at any point in time at the discretion of KW&SB;
- (e) [we confirm that we do not have any Pakistani shareholders (whether individual or corporate entity) with more than five percent (5%) shareholding (directly, indirectly, legally or

beneficially);]<sup>3</sup>

- (f) in case the representations, declarations, covenants, undertakings and submissions contained in this Undertaking are found to be incorrect, untrue and / or invalid, we shall indemnify and hold harmless KW&SB and the GoS against any loss, damage or action / claim which may arise due to:
- (i) any representation, declaration, covenant, undertaking and submission being found incorrect, untrue and / or invalid; and / or
  - (ii) our disqualification from the Bidding Process; and / or
  - (iii) cancellation of the award of Concession for the Project to us (in case the Concession has been so awarded at that time).
- (g) For the purposes of the Project, the shareholding of the SPV shall be as follows<sup>4</sup>:

<b>ROLE<sup>5</sup></b>	<b>NAME OF ENTITY</b>	<b>EQUITY SHARE/PERCENTAGE INTEREST IN THE SPV</b>
Lead Investor		
Lead Developer		
Consortium Member (If applicable)		
Name of the entity (Lead Developer or Lead Investor) with the power to direct the management, policies and decisions of the SPV.		

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the RFP.

**IN WITNESS WHEREOF**, we have signed this Undertaking at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

<sup>3</sup> Applicable in case of foreign entities.

<sup>4</sup> Bidders to note that the information (i.e., the names of the Lead Investor / Lead Developer / Consortium Authorized Representative and the respective shareholding percentages of the Consortium Members) to be provided in the table should be the same as provided during the Prequalification Process in the Prequalification Applications, without any alteration. Subject to the approval of KW&SB / TFEC, (i) a different Consortium Authorized Representative (i.e., different from the representative appointed during the Prequalification Process) may be appointed pursuant to the Power of Attorney, provided that such Consortium Authorized Representative is the Lead Investor or the Lead Developer; and (ii) name of new shareholder, as a Consortium Member, in case approved by KW&SB / TFEC in terms of Sub-Section 2.1.4 of the Instructions to Bidders, to be inserted.

<sup>5</sup> Bidders to note that in case the Bidder is a single entity, such Bidder shall be the Lead Investor and the Lead Developer for the purposes of the Project.

Very truly yours,

\_\_\_\_\_ [*Insert name of the Bidder / Consortium Member*]

\_\_\_\_\_ [*insert name of authorized signatory, authorized to execute this Undertaking for and on behalf of the Bidder / Consortium Member*]

\_\_\_\_\_ [*signature of authorized signatory, executing this Undertaking*]

**WITNESS 1:**

.....

NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

**WITNESS 2:**

.....

NAME:  
CNIC / PASSPORT NUMBER:  
ADDRESS:

## **BIDDING FORM T5 – FORM OF CONSORTIUM UNDERTAKING**

*Note: See Bidding Documentary Requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.*

*To be executed and issued by Consortium Members through their authorized representative appointed pursuant to the Power of Attorney set out in Part A (Power of Attorney to Authorize a Person to Sign the Documents) of Bidding Form – T3 (Form of Power of Attorney) of Part 2 (Bidding Forms) of Volume I (Bidding Procedure) of the RFP.*

*This Undertaking shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses ~~or four (4) female witnesses.~~*

[Date]

**Re:** Design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “**Project**”).

Reference the Request for Proposals document issued on August 29, 2022, by Karachi Water and Sewerage Board, (the “**RFP**”) in relation to the Project.

### **CONSORTIUM UNDERTAKING**

(this “**Undertaking**”)

We, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (each hereinafter referred to individually as a “**Consortium Member**” and collectively as “**Consortium Members**”) have formed a consortium (the “**Consortium**”) in accordance with the requirements of the Prequalification Document and the RFP and hereby issue this Undertaking as per the requirements of the RFP.

We, the Consortium Members, do hereby solemnly represent, declare, covenant, undertake and submit that:

- (a) the Lead Investor i.e., [*insert name of the Lead Investor*], as identified during the Prequalification Process:
  - (i) shall hold minimum twenty-six percent (26%) equity/shareholding stake in the SPV;
  - (ii) continues to meet the minimum net worth requirements set out in Section B (*Financial Criteria*) of Annexure B (*Evaluation and Qualification Criteria*) of the Prequalification Document; and
  - (iii) shall be liable in respect of the obligations of the Consortium Members in relation to the Project,
- (b) the Lead Developer i.e., [*insert name of the Lead Developer*], as identified during the Prequalification Process, continues to meet the requirements set out in Section A (*Technical Criteria*) of Annexure B (*Evaluation and Qualification Criteria*) of the Prequalification Document;
- (c) the Consortium Authorized Representative i.e., [*insert name*], shall have the authority to conduct all business for and on behalf of the Consortium during the Bidding Process, and in the event the

Consortium is awarded the Concession for the Project, during signing of the Concession Documents;

- (d) we have read the Concession Documents and shall execute the same as per the requirements of the RFP;
- (e) we shall incorporate a SPV for the purposes of execution of the relevant agreements and for undertaking the Project, as per the requirements of the RFP and the applicable Laws;
- (f) [*the Lead Investor / the Lead Developer*], as specified in the formal ‘*letter of intent to form a consortium*’ submitted during the Prequalification Process as part of the Prequalification Application, shall have the power to direct the management, policies and decisions, in each case, of the SPV;
- (g) each Consortium Member, other than the Lead Investor, shall hold the minimum net worth, as follows:

*[list the net worth of each Consortium Member as specified in the formal ‘letter of intent to form a consortium’ submitted during the Prequalification Process or in case new entity is proposed as a shareholder (as approved by KW&SB / TFEC) in terms of Sub-Section 2.1.4 of the Instructions to Bidders, the net worth of each Consortium Member (including the new shareholder, approved by KW&SB / TFEC)]*

- (h) for the purposes of the Project, the shareholding of the SPV shall be as follows<sup>6</sup>:

ROLE	NAME OF ENTITY	EQUITY SHARE/PERCENTAGE INTEREST IN THE SPV
Lead Investor / Consortium Authorized Representative ( <i>if applicable</i> )		
Lead Developer / Consortium Authorized Representative ( <i>if applicable</i> )		
Consortium Member (If applicable)		
Name of the entity (Lead Developer or Lead Investor) with the power to direct the management, policies		

<sup>6</sup> Bidders to note that the information (i.e., the names of the Lead Investor / Lead Developer / Consortium Authorized Representative and the respective shareholding percentages of the Consortium Members) to be provided in the table should be the same as provided during the Prequalification Process in the Prequalification Applications, without any alteration. Subject to the approval of KW&SB / TFEC: (i) a different Consortium Authorized Representative (i.e., different from the representative appointed during the Prequalification Process) may be appointed pursuant to the Power of Attorney, provided that such Consortium Authorized Representative is the Lead Investor or the Lead Developer; and (ii) name of new shareholder, as a Consortium Member, in case approved by KW&SB / TFEC in terms of Sub-Section 2.1.4 of the Instructions to Bidders, to be inserted.

and decisions of the SPV		
--------------------------	--	--

Capitalized terms used herein and not otherwise defined shall bear the meaning ascribed thereto in the RFP.

**IN WITNESS WHEREOF**, we, the Consortium Members, have signed<sup>7</sup> this Undertaking on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

For: \_\_\_\_\_ [*insert name of Consortium Member*]

(*Signature*)

**Name:** \_\_\_\_\_ [*Insert name of the person executing this Undertaking on behalf of the Consortium Member*]

**Title / Designation:** \_\_\_\_\_ [*Insert title / designation of the person executing this Undertaking on behalf of the Consortium Member*]

**Address:** [*Insert address of the person executing this Undertaking on behalf of the Consortium Member*]

For: \_\_\_\_\_ [*insert name of Consortium Member*]

(*Signature*)

**Name:** \_\_\_\_\_ [*Insert name of the person executing this Undertaking on behalf of the Consortium Member*]

**Title / Designation:** \_\_\_\_\_ [*Insert title / designation of the person executing this Undertaking on behalf of the Consortium Member*]

**Address:** [*Insert address of the person executing this Undertaking on behalf of the Consortium Member*]

For: \_\_\_\_\_ [*insert name of Consortium Member*]

(*Signature*)

**Name:** \_\_\_\_\_ [*Insert name of the person executing this Undertaking on behalf of the Consortium Member*]

**Title / Designation:** \_\_\_\_\_ [*Insert title / designation of the person executing this Undertaking on behalf of the Consortium Member*]

**Address:** [*Insert address of the person executing this Undertaking on behalf of the Consortium Member*]

**WITNESSES:**

\_\_\_\_\_

<sup>7</sup> Authorized representative of each Consortium Member is required to sign this Undertaking.

**WITNESS 1:**

**WITNESS 2:**

.....

.....

NAME:

NAME:

CNIC / PASSPORT NUMBER:

CNIC / PASSPORT NUMBER:

ADDRESS:

ADDRESS:

*(To be executed by the authorized representatives of all the Consortium Members)*



## BIDDING FORM T6 – FORMAT OF AFFIDAVIT BY PROPOSED CONTRACTOR

### Notes for Execution of Affidavit

- The mode of execution of the Affidavit should be in accordance with the procedure, if any, laid down under applicable laws and the same should be under common seal affixed in accordance with the required procedure.
- The Affidavit is to be executed on a stamp paper of PKR 100/-; or if executed overseas, to be adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-.
- If executed in Pakistan, the Affidavit shall be notarised ~~with~~by the notary public and certified by the Oath Commissioner.
- For an Affidavit executed and issued overseas, the same will have to be notarized by ~~Notary Public~~notary public and-:

  - (i) attested by the Pakistani Embassy / Consulate in the country where the Affidavit is executed; ~~and once brought into Pakistan, or~~
  - (ii) subject to applicable laws of the ~~same~~country where Affidavit is ~~to be attested by Ministry of Foreign Affairs, Pakistan and adhesive stamped.~~executed, authenticated by an apostille under the Apostille Convention

- To be submitted by each Proposed Contractor / each consortium member of the Proposed Contractor.
- This Affidavit shall be witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses ~~or four (4) female witnesses.~~
- See Bidding Documentary Requirements set out in Part 3 (Bidding Documentary Requirements) of Volume I (Bidding Procedure) of the RFP.
- Bidders are required to ensure that the person issuing this affidavit on behalf of a Proposed Contractor (including a consortium member of a Proposed Contractor) has valid legal authority to execute the Affidavit on behalf of the Proposed Contractor or a consortium member of a Proposed Contractor.

Please find below the form and substance of the Affidavit.

### **Affidavit**

(this “Affidavit”)

Date: \_\_\_\_\_

**Re:** Design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “Project”).

Reference the Request for Proposals document issued on August 29, 2022, by Karachi Water and Sewerage Board, (the “RFP”) in relation to the Project.

- (1) I, [in case of company, insert name of the authorized person and its designation] of [insert name of company] / [in case of sole proprietor, insert name of sole proprietor and its CNIC or Passport No.] of [insert name of sole proprietorship, if any] / [in case of partnership, insert name of authorized person and its CNIC or Passport No.] of [insert name of partnership, if any] (the “**Entity**”), a [in case of company / partnership, insert nature of company / partnership (if any)] duly organised and existing under the laws of [Pakistan] [insert country of incorporation] with its registered office located at [insert registered address], do hereby solemnly affirm, declare and state that:
- (i) the Entity is not ineligible / blacklisted (due to reasons, including but not limited to corrupt practices and poor performance) 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 (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) at the date of submission of this Affidavit;
  - (ii) the Entity is not included:
    - (a) as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)); or
    - (b) on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list;
  - (iii) no action, suit or other legal proceeding or governmental investigation is pending against the Entity or any of its respective officers, directors or employees, or that any of the foregoing has received any notice thereof, which questions the validity and execution of this Affidavit or the representations provided in this Affidavit;
  - (iv) the Entity has no tax liabilities or liabilities in respect of judgments awarded by any court or similar proceedings in the period of three (3) years prior to the date of this Affidavit, save in each case to the extent that it has made suitable accounting provision for such liabilities in accordance with applicable accounting regulations;
  - (v) the Entity has not directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the award of any contract, project or transaction;
  - (vi) the Entity is not in bankruptcy or liquidation proceedings or receivership, or wound up, or its affairs are not being administered by a court or a judicial officer, or its business activities have not been suspended or it is not the subject of legal proceedings of any of the foregoing and has a reasonable expectation of being able to discharge all financial liabilities as they fall due;
  - (vii) in case the Entity has been nominated as the Approved Contractor in terms of the RFP, the Entity shall execute all instruments as may be required to be executed by the Entity in relation to the Project as per the requirements of the RFP; and
  - (viii) there is no conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect potential involvement of the Entity in the Project and to comply with the obligations set out in the RFP or with respect to the Project.

- (2) That whatever stated above is true and correct to the best of my knowledge and belief and nothing has been concealed thereto.

*All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.*

\_\_\_\_\_

**[Deponent**

Verified on oath at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ that the contents of the above Affidavit are true and correct to the best of my knowledge and belief.]<sup>8</sup>

\_\_\_\_\_

**Deponent**

**Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

CNIC No.: \_\_\_\_\_

CNIC No.: \_\_\_\_\_

\_\_\_\_\_

<sup>8</sup> Bidders to note that in case this Affidavit is executed outside Pakistan, such verification will not be required.

## **BIDDING FORM T7 – TECHNICAL PROJECT METHODOLOGY / APPROACH**

This form must respond to the entire scope of work for the Project described in Volume II (*Technical Specifications*) of the RFP.

The Bidder must outline the proposed technical approach / methodology to design, carry out the construction works and operations of the Project during C&O Period and O&M Period. The approach paper should articulate what added value the Bidder will provide in achieving the stated objectives for the Project and how compliance with requirements set out in the RFP (including Volume II (*Technical Specifications*) of the RFP will be achieved.

The Bidder must explain its understanding of the objectives and requirements of the Project, highlight the issues of importance, and explain the technical approach it would adopt to address such issues. The approach paper should explain the methodologies and technologies which are to be adopted and demonstrate the compatibility of those with the proposed approach, making it clear that only proven and reliable technologies will be used for the implementation of the Project. The approach should also indicate how risks will be managed and what contribution will be made regarding value engineering and management.

The Bidder must attach its approach paper as Bidding Form T7 (*Technical Project Methodology / Approach*). The approach paper should not be longer than 25 pages.

## **BIDDING FORM T8 – OPERATION & MAINTENANCE PLAN AND PROCEDURES**

Bidders are required to develop an outline a Management, Operation & Maintenance (MOM) Plan which is specific to the Project and details the approach and procedures to be implemented as part of the Project to ensure overall efficient operations and maintenance of the Project, after commissioning, during the Operating Period, as well as define adequate management structures to ensure compliance with best practices.

A MOM Plan should include, as a minimum, the Bidder's approach towards overall asset management, monitoring and maintenance which should be integrated with an outline control philosophy for the infrastructure which considers interfaces with supporting utilities and intelligent solutions to optimize efficiencies where possible.

Such a plan should also detail the daily and monthly reports and communication protocols which will be provided to KW&SB in terms of performance specification compliance as well as operational and maintenance monitoring reporting in compliance with the requirements specified in Volume II (*Technical Specifications*) of the RFP.

The Bidder must attach its outline of the MOM Plan as Bidding Form T8 (*Operation & Maintenance Plan and Procedure*). The MOM plan should not be longer than 15 pages.

**BIDDING FORM T9 – IMPLEMENTATION SCHEDULE**

The Bidders are required to submit a detailed estimated implementation schedule of the proposed works to be attached as Bidding Form T9 (*Implementation Schedule*). The implementation schedule should detail, as minimum, the main planning and delivery components of the Project from inception up to the construction completion, operation and maintenance, plus the final handover to KW&SB, considering all aspects of the Project including long lead time items, time related to approvals, etc., each in accordance with the requirements of the RFP (including the Concession Agreement) The implementation schedule should also clearly indicate the Project’s critical path. Compliance with the timelines set out in Appendix 2 (*Implementation Schedule*) shall be required to be ensured while preparing this Bidding Form T9 (*Implementation Schedule*).

**Name of Bidder:** \_\_\_\_\_

**Signature:** .....

[Seal]

**BIDDING FORM T10 – LIST OF MANUFACTURERS OF MAIN EQUIPMENT**

The Bidders shall list in the table below the proposed manufacturers for the main equipment specified in the Part 3 (*Technical Functional Specifications*) of Volume II (*Technical Specifications*) of the RFP.

<b>Equipment</b>	<b>Name of Manufacturer</b>	<b>Address of Manufacturer</b>	<b>Years of Experience of the Manufacturer for the Equipment Proposed</b>

The minimum main equipment to be considered when proposing manufacturers, but not limited to, the following:

- Metering equipment (flowmeters, online water quality metering, etc.)
- Piping (main transmission pipeline, pumping station, water treatment plant, etc.)
- Mechanical equipment (pumps, valves, blowers, etc.)
- Electrical equipment (transformers, motor control center (MCC), etc.)
- Instrumentation and control equipment (Programmable Logic Controller (PLC), Supervisory Control and Data Acquisition (SCADA) system, etc)

**Name of Bidder:** \_\_\_\_\_

**Signature:** .....

[Seal]

**BIDDING FORM T11 – SCHEDULE OF EQUIPMENT & TECHNOLOGY SUPPLIERS**

The Bidders shall list in the table below the proposed equipment & technology suppliers to be engaged for the Project and include any relevant documents (specifically Quality Control Certification i.e. ISO 9001), data sheets, performance guarantees and warranties relevant to major components and equipment specified in the Part 3 (*Technical Functional Specifications*) of Volume II (*Technical Specifications*) of the RFP.

<b>Name of the Proposed EPC Contractor</b>	<b>Component / Major Equipment</b>	<b>Details of Equipment Supplier (Name, Country, Contact, Quality Control Accreditation/Certification, etc.)</b>	<b>Data Sheets submitted [Y/N]</b>	<b>Estimated lead time for equipment delivery</b>

The minimum main equipment to be considered includes, but is not limited to, the following:

- Metering equipment (flowmeters, online water quality metering, etc.)
- Piping (main transmission pipeline, pumping station, water treatment plant, etc.)
- Mechanical equipment (pumps, valves, blowers, etc.)
- Electrical equipment (transformers, motor control center (MCC), etc.)
- Instrumentation and control equipment (Programmable Logic Controller (PLC), Supervisory Control and Data Acquisition (SCADA) system, etc)

**Name of Bidder:** \_\_\_\_\_

**Signature:** .....

[Seal]



**BIDDING FORM T12 – ORGANIZATION & STAFFING**

The Bidders should propose the structure and composition of their team i.e., the main disciplines involved, the key staff member / expert responsible for each discipline, and the proposed managerial, technical and support staff and site staff. The roles and responsibilities of each key staff member / expert should be set out as job descriptions. In the case of an association / joint venture / consortium, it should, indicate how the duties and responsibilities are to be shared.

The Bidder shall list in the table below the key personnel to be engaged for the Project and include any relevant document required to demonstrate the suitable level of experience and qualifications for each role and project responsibilities.

<b>Role</b>	<b>Project Responsibility</b>	<b>Name</b>	<b>Nationality</b>	<b>Qualifications</b>	<b>Working years in the entity</b>	<b>Years of relevant experience</b>

**Name of Bidder:** \_\_\_\_\_

**Signature:** .....

[Seal]

### **BIDDING FORM T13 – QUALITY CONTROL PRACTICES AND PROCEDURES**

The quality control practices and procedures which will ensure compliance with the Project requirements and international best practices, should be attached as Bidding Form T13 (*Quality Control Practices and Procedures*).

Bidders should briefly outline their procedures in relation to the Project and attach any relevant documentation such as ISO 9001 certification, etc.

The quality control practices and procedures paper should not be longer than 5 pages.

## **BIDDING FORM T14 – HEALTH & SAFETY PLAN AND PROCEDURES**

Bidders are required to develop an outline health & safety plan which is specific to the Project and details the approach and procedures to be implemented as part of the Project to ensure the overall health and safety compliance with international best practices and other applicable laws, including the Environmental and Social Standards (as specified in the Concession Agreement) applied throughout the Project lifecycle.

The health & safety plan should also include an outline methodology of risk assessments, health & safety audits, safety check lists and confirmation that all necessary allowances have been made for these procedures and the required personal protective and other equipment, training, inductions and control, etc.

Bidders should briefly outline their procedures in relation to the Project and attach any relevant documentation such as OSHAS 18001 certification, etc.

The Bidder must attach details regarding health and safety plan and procedure as Bidding Form T14 (*Health & Safety Plan and Procedures*), which should not be longer than 5 pages.

**BIDDING FORM T15 – METHODOLOGY APPROACH FOR THE ENVIRONMENTAL & SOCIAL  
MANAGEMENT PLAN AND PROCEDURES**

Bidders are required to develop an outline Environmental & Social Management Plan (ESMP) which is specific to the Project and sets out the approach and procedures to be implemented as part of the Project to ensure protection of the environment and community as well as compliance with relevant international best practices and the Laws. Bidders should review the requirements set out in Volume II (*Technical Specifications*) of the RFP while preparing this form.

The ESMP should include the approach to develop the Project ESIA and an indication of how this plan will be developed and audited to ensure compliance. Confirmation should be provided that all necessary allowances have been made for these procedures.

Bidders should briefly outline their procedures in relation to the project and attach any relevant documentation such as ISO 14001 certification, etc.

The Bidder must attach relevant details as Bidding Form T15 (*Methodology Approach for the Environmental & Social Management Plan and Procedures*), which should not be longer than 15 pages.

### **BIDDING FORM T16 – OTHER TECHNICAL DATA SUBMISSION**

Bidders shall attach to any additional relevant technical data including process descriptions, designs calculations, drawings, specifications, data sheets etc., which should be summarized, clear and practically grouped per section of the proposed works for ease of evaluation, in each case as per the requirements of the RFP.

The Bidder must attach relevant details as Bidding Form T16 (*Other technical data submission*), which should not be longer than 10 pages.

**BIDDING FORM T17 – PROJECT REFERENCES OF PROPOSED EPC CONTRACTOR**

Bidders shall attach to this form information that describes the Proposed EPC Contractor’s background and experience in similar works. A summary table shall be provided for each project or reference, and relevant documents shall be attached herein as evidence (completion certificates, technical reports, etc.).

*Note:* Please do not include projects under development or under construction or projects executed more than 15 years ago.

<b>Suitable relevant project experience with specific details of the Proposed EPC Contractor</b>	<b>Two (2) water supply or sanitation projects which include one (1) pipeline of 5 km with minimum diameter of 600 mm</b>	<b>One (1) water supply project which include canal new execution or rehabilitation, with more than 10 km length and with a design flow of at least 20 MGD <u>or one (1) large dam following the ICOLD (International Commission of Large Dams) definition, or one (1) hydropower project of 25 MW or more, that includes a spillway chute, a forebay or diversion structures</u></b>	<b>One (1) water pumping station installation, new execution or rehabilitation, with a design flow of at least 20 MGD</b>	<b>One (1) water filtration/sewage treatment/wastewater treatment/desalination plant, new execution or rehabilitation, having a design flow of at least 20 MGD</b>	<b>In case solar PV plant is proposed in the Technical Proposal, one (1) solar PV plant, with a minimum capacity of 5 MW</b>
[Insert name of the Project]	[Y/N]	[Y/N]	[Y/N]	[Y/N]	[Y/N]
[Insert name of the Project]	[Y/N]	[Y/N]	[Y/N]	[Y/N]	[Y/N]

**PROJECT DETAILS**

<b>Name of plant/project</b>	<b>Location and country of project</b>	<b>Description (overview) of the project /plant along with project/plant components</b>	<b>Scope of work undertaken by the Proposed EPC Contractor</b>	<b>Date of plant/project commercial operation</b>	<b>Ownership in plant/project (if applicable)</b>
<i>[one line per plant /project]</i>					

<b>Name of Developer counterparty, organization and / or individual for reference.</b>	<b>Capacity of plant /project</b>	<b>Project cost (USD)<sup>9</sup></b>	<b>Name of project company</b>	<b>Value of contract (USD)<sup>10</sup></b>	<b>Principal manufacturers of main equipment</b>	<b>Duration of construction period</b>
<i>[one line per plant /project]</i>						

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<sup>9</sup> **Note:** For conversion of values in USD, the exchange rate will be calculated using the January month-end exchange rates as specified in the 'Month-End Ex for the relevant year of the project commercial operations. Rates in 'US \$' tab in the file uploaded by State Bank of Pakistan which can be accessed using the following link [https://www.sbp.org.pk/ecodata/IBF\\_Arch.xls](https://www.sbp.org.pk/ecodata/IBF_Arch.xls). For currencies not mentioned in the file, Bidders are advised to contact GoS/KW&SB and relevant conversion rates shall be provided.

<sup>10</sup> **Note:** For conversion of values in USD, the exchange rate will be calculated using the January month-end exchange rates as specified in the 'Month-End Ex for the relevant year of the project commercial operations. Rates in 'US \$' tab in the file uploaded by State Bank of Pakistan which can be accessed using the following link [https://www.sbp.org.pk/ecodata/IBF\\_Arch.xls](https://www.sbp.org.pk/ecodata/IBF_Arch.xls). For currencies not mentioned in the file, Bidders are advised to contact GoS/KW&SB and relevant conversion rates shall be provided.

**BIDDING FORM T18 – PROJECT REFERENCES OF PROPOSED O&M CONTRACTOR**

Bidders shall attach to this form information that describes the Proposed O&M Contractor’s background and experience in similar works. A summary table shall be provided for each project or reference, and relevant documents shall be attached herein as evidence (completion certificates, technical reports, cover letters, etc.).

*Note:* Bidders may include concession or operation and maintenance projects under development specifying the period in which the Proposed O&M Contractor has provided services which shall not be beyond 15 years.

<p><b>Suitable relevant project experience with specific details of the Proposed O&amp;M Contractor</b></p>	<p><b>One (1) water supply or sanitation project which include one (1) pipeline of 5 km with minimum diameter of 600 mm and with a design flow of at least 10 MGD</b></p>	<p><b>One (1) water supply project which include canal with more than 5 km length and with a design flow of at least 10 MGD <u>or one (1) large dam following the ICOLD (International Commission of Large Dams) definition, or one (1) hydropower project of 25 MW or more, that includes a spillway chute, a forebay or diversion structures<sup>11</sup></u></b></p>	<p><b>One (1) water pumping station with a design flow of at least 10 MGD</b></p>	<p><b>One (1) water filtration/sewage treatment/wastewater treatment/desalination plant having a design flow of at least 10 MGD</b></p>	<p><b>In case solar PV plant is proposed in the Technical Proposal, one (1) solar PV plant, with a minimum capacity of 5 MW</b></p>
<p>[Insert name of the Project]</p>	<p>[Y/N]</p>	<p>[Y/N]</p>	<p>[Y/N]</p>	<p>[Y/N]</p>	<p>[Y/N]</p>

<sup>11</sup> Bidders to note that the said criteria may be fulfilled by Canal Experts, as per the requirements specified in the RFP.



<i>[Insert name of the Project]</i>	[Y/N]	[Y/N]	[Y/N]	[Y/N]	[Y/N]
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### PROJECT DETAILS

<b>Name of plant/project</b>	<b>Location and country of project</b>	<b>Description (overview) of the project /plant along with project/plant components</b>	<b>Scope of work undertaken by the Proposed O&amp;M Contractor</b>	<b>Date of plant/project commercial operation</b>	<b>Ownership in plant/project (if applicable)</b>
<i>[one line per plant /project]</i>					

<b>Name of Developer counterparty, organization and / or individual for reference.</b>	<b>Capacity of plant /project</b>	<b>Number of employees (total)</b>	<b>Name of project company</b>	<b>Annual operating budget (USD million)<sup>12</sup></b>	<b>Period, in which the contractor provided operations and maintenance services</b>
<i>[one line per plant /project]</i>					

<sup>12</sup> **Note:** For conversion of values in USD, the exchange rate will be calculated using the January month-end exchange rates as specified in the 'Month-End Ex for the relevant year of the project commercial operations. Rates in 'US \$' tab in the file uploaded by State Bank of Pakistan which can be accessed using the following link [https://www.sbp.org.pk/ecodata/IBF\\_Arch.xls](https://www.sbp.org.pk/ecodata/IBF_Arch.xls). For currencies not mentioned in the file, Bidders are advised to contact GoS/KW&SB and relevant conversion rates shall be provided.

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**BIDDING FORM T19 – NET WORTH REQUIREMENTS OF PROPOSED CONTRACTOR**

<b>NET WORTH REQUIREMENTS OF PROPOSED CONTRACTOR<sup>13</sup></b>						
	<b>[2021]</b>		<b>[2020]</b>		<b>[2019]</b>	
<b>Currency</b>	<b>In currency of the financial statements</b> [insert name of currency] <b>Million</b>	<b>In USD Million</b>	<b>In currency of the financial statements</b> [insert name of currency] <b>Million</b>	<b>In USD Million</b>	<b>In currency of the financial statements</b> [insert name of currency] <b>Million</b>	<b>In USD Million</b>
Exchange rate (in comparison to financial statements currency)		[Financial statement currency to USD]		[Financial statement currency to USD]		[Financial statement currency to USD]
Total Assets (for three most recent full financial years)						
Total Liabilities (for three most recent full financial years)						
Revaluation Surplus (or similar entry)						
Net Worth						

<sup>13</sup> For financial statements in currencies other than USD, the financial statements in USD, for the purposes of completing Form T19 (*Net Worth Requirements of Proposed Contractor*), will be calculated using the **December month-end** exchange rates for the relevant year as specified in the 'Month-End Ex. Rates in USD' tab in the file uploaded by State Bank of Pakistan which can be accessed using the following link [https://www.sbp.org.pk/ecodata/IBF\\_Arch.xls](https://www.sbp.org.pk/ecodata/IBF_Arch.xls). For currencies not mentioned in the file, Bidders are advised to contact GoS/KW&SB and relevant conversion rates shall be provided.

**BIDDING FORM T20 – FORM OF BID SECURITY**

**BANK GUARANTEE**

Guarantee No. \_\_\_\_\_

(hereinafter referred to as the “**Bank Guarantee**”)

Executed on \_\_\_\_\_

Expiry date \_\_\_\_\_

Name of Guarantor (Bank) with address: \_\_\_\_\_

[Name of Principal (Bidder) with address:]<sup>14</sup> \_\_\_\_\_

Guaranteed Amount (express in words and figures): \_\_\_\_\_

Date of Bid \_\_\_\_\_

The above premised, we (the “**Guarantor Bank**”) hereby undertake irrevocably and unconditionally on demand to pay to the Karachi Water & Sewerage Board (“**KW&SB**”), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:

**PKR 350,000,000/- (Pakistani Rupees Three Hundred Fifty Million only)**

**(the “**Guaranteed Amount**”)**

at sight and immediately upon the receipt of the KW&SB’s first written demand (the “**Demand**”) at the Guarantor Bank’s offices located at [●] or through SWIFT instructions transmitted by KW&SB’s bank on behalf of KW&SB, to the Guarantor Bank, or through fax sent by KW&SB at the Guarantor Bank’s fax number i.e., [●], such Demand stating:

- (a) \_\_\_\_\_ that the Bidder is in breach of its obligations towards KW&SB; and
- (b) \_\_\_\_\_ the total amounts demanded.

A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of KW&SB; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by KW&SB’s bank on behalf of KW&SB; or (iii) in the case of a Demand made through fax, it is made by and bears the signature of an authorised officer or other representative of KW&SB.

<sup>14</sup> Bidders to note that the Bid Security may be issued by any Consortium Member.

We, the Guarantor Bank, shall unconditionally honour a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.

This Guarantee shall come into force and shall become automatically effective upon its issuance.

Such demand must be received by us on or before the [●] (the “Expiry Date”), when this Bank Guarantee shall expire and shall be returned to us.

Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay. Multiple Demands may be made by KW&SB under this Bank Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.

We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by KW&SB, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.

This Bank Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder’s constitution or of their successors and assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.

All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.

If one or more of the provisions of this Bank Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bank Guarantee.

The Guarantor Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan.

Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its duly authorized officer(s) to execute this Guarantee.

This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.

The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.

This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Bank Guarantee and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Bank Guarantee shall prevail.

Name: .....

Designation: .....

## B. FINANCIAL PROPOSAL BIDDING FORMS

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### BIDDING FORM F1 – LETTER OF FINANCIAL PROPOSAL

[Date]

**To:** **Karachi Water and Sewerage Board, Government of Sindh**

Project Director – Karachi Hub Water Canal Project  
Room No. 26, 1<sup>st</sup> Floor, Block B,  
Office of The Karachi Water & Sewerage Board,  
9<sup>th</sup> Mile, Karsaz, Karachi, Pakistan.

**Re:** Design, finance, build, rehabilitate, operate, maintain and transfer of the Karachi Hub Water Canal (the “**Project**”).

Dear [Sir/Madam],

Reference the Request for Proposals document issued on August 29, 2022, by Karachi Water and Sewerage Board (“**KW&SB**”), (the “**RFP**”) in relation to the Project.

We, [Name of the Bidder] hereby submit our Financial Proposal in conformity with the requirements of the RFP.

*All capitalized terms unless defined herein shall bear the meaning as ascribed thereto in the RFP.*

We, agree, confirm, undertake and declare that:

- (a) We have examined and have no reservations to the RFP, including Addenda No(s) [●] / Corrigenda No(s) [●].
- (b) We, [including all Consortium Members,] fully and completely understand and accept the terms of the RFP and hereby undertake to comply with the requirements specified therein.
- (c) Our Bid Price, comprising of NPV of Service Payments and GoS Equity Amount, inclusive of all federal, provincial and local duties, levies and taxes is **PKR [insert amount in figures]/- (Pakistani Rupees [insert amount in words] only)**, where NPV of Service Payments is **PKR [insert amount in figures]/- (Pakistani Rupees [insert amount in words] only)** and GoS Equity Amount is **PKR [insert amount in figures]/- (Pakistani Rupees [insert amount in words] only)**.
- (d) The Total Project Cost<sup>15</sup> based on our Financial Proposal (read with our Technical Proposal) is **PKR [insert amount in figures]/- (Pakistani Rupees [insert amount in words] only)**.
- (e) We offer to perform and undertake the works and services in respect of the Project in conformity with the RFP, including the Concession Documents, without any omission, reservation and deviation; and we accept and undertake to comply with all requirements in the RFP including the appendices / annexures attached to the RFP.

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<sup>15</sup> Total Project cost should be equal to the sources of funding including GoS Equity Amount, local and foreign equity (including sponsor loan) and local and foreign debt. The Total Project Cost should be consistent with the figure stated in Bidding Form **F3F2-I (Sources and Uses)**.

~~(y)(a) As security for due performance of the undertakings and obligations of this Bid, we submit unconditionally herewith a Bid Security equivalent to PKR [●]/ (Pakistani Rupees [●] only) (i.e., one percent (1%) of the Bid Price) drawn in your favour or made payable to you and valid for a period twenty eight (28) days beyond the period of validity of Bid. We confirm that the Bid Security has been issued and maintained in accordance with the requirements of the RFP.~~

- (f) We, [including all Consortium Members,] and the Contractors, as per the requirements of the Prequalification Document and the RFP, respectively:
- (i) have nationalities of Eligible Countries;
  - (ii) do not have any conflict of interest; and
  - (iii) have not been declared ineligible/blacklisted by any of our employers, 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 (e.g., World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.)], as at the Bid Submission Date.
- (g) Neither we, [including all Consortium Members, any Affiliate], nor the Contractors:
- (i) are included as a debarred person pursuant to the public sanctions list of any multilateral development bank that is party to the Agreement on Mutual Enforcement of Debarment Decisions of 9 April 2010 ([www.crossdebarment.org](http://www.crossdebarment.org)); or
  - (ii) are included on any sanctions lists promulgated by the UN Security Council or its Committees, or any other recognised international sanctions list,
- (h) Our Bid consisting of the Technical Proposal and the Financial Proposal shall be valid for a period of one hundred twenty (120) days from the date fixed for the Bid Submission Date in accordance with the RFP, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (i) We understand that all the volumes, appendices / annexures attached to the RFP are integral parts of the RFP.
- (j) We have reviewed and accepted the form of the Concession Agreement along with the Appendices attached thereto (attached as Volume III (*Concession Agreement and Appendices*)) and form of the EFU Agreement along with the appendices attached thereto (attached as Volume IV (*EFU Agreement*)) to the RFP) and undertake to execute the same within the time period stipulated in Notification of Award.
- (k) We hereby:
- (i) acknowledge and consent to any actual, potential or perceived conflicts of interests arising as a result of the multiple current or prospective roles of IFC, MIGA and IDA in connection with the development, delivery and financing of the Project, or in connection with any pre-existing financial or advisory relationships between an institution of the World Bank Group and a prospective Bidder [(including the Consortium Members)] (or its Affiliate), KW&SB and the GoS;



- (ii) waive any liability to which any World Bank Group institution might otherwise be subject in connection with such actual, potential or perceived conflicts of interest; and
  - (iii) consent to the sharing of any information provided to or created by IFC in connection with the proposed financing of the Project among IFC, IDA and MIGA staff members engaged in the proposed financing of the Project.
- (l) We acknowledge that KW&SB (and the GoS) will be relying on the information provided in our Prequalification Application and our Bid and the documents accompanying them to determine the Successful Bidder. We certify that all information provided in our Prequalification Application and our Bid is true and correct and that nothing has been omitted which renders such information misleading.
  - (m) We continue to satisfy and meet all the requirements specified in the Prequalification Document, including the qualifications requirements set out in the Prequalification Document and in our Prequalification Application and there has been no material event relating to us or, if we are a Consortium, to any of our Consortium Members, which would require disclosure to KW&SB (and the GoS) or which might cause us to fail to become a Prequalified Applicant.
  - (n) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until the Concession Agreement (attached as Volume III (*Concession Agreement and Appendices*) to the RFP) is executed.
  - (o) We are not participating, as a Bidder in more than one Bid in this Bidding Process in accordance with the requirements of the RFP.
  - (p) We understand that KW&SB may cancel the Bidding Process at any time and that KW&SB is not bound either to accept any Bid that it may receive, without incurring any liability to the Bidders.
  - (q) We agree to permit KW&SB, the GoS and any persons, representatives or auditors appointed and authorized by KW&SB and / or the GoS to inspect and audit our accounts, records and other documents relating to our Bid.
  - (r) All the information submitted along with our Bid, including the enclosed forms and documents, is accurate in all respects.
  - (s) We accept the right of KW&SB to: (i) request additional information reasonably required to assess the Bid; (ii) amend the procedures and requirements or make clarifications thereof; and (iii) extend or amend the timelines as stipulated in the RFP.
  - (t) All information, representations and other matters of fact communicated (whether in writing or otherwise) to KW&SB by us or on our behalf, in connection with or arising out of the Bid are true, complete and accurate in all respects.
  - (u) We hereby declare that all the information and statements made in this Bid are true and accept that any misrepresentation contained in it shall lead to our disqualification, forfeiture of the Bid Security and / or our blacklisting by the KW&SB.
  - (v) We, [including all Consortium Members,] have made our own investigations and research and have satisfied ourselves in respect of all matters (whether actual or contingent) relating to the Bid

and the Project.

- (w) We undertake, if our Bid is accepted, to furnish the C&O Performance Security as per the requirements of the RFP.
- (x) We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a Bid for the Project.
- (y) We understand that the RFP has been issued by KW&SB for the Project; and undertake and confirm that if our Bid is accepted, we and the SPV (to be incorporated by us, in case the Project is awarded to us), as applicable, shall execute the Concession Agreement (including other applicable Concession Documents) (attached as Volume III (*Concession Agreement and Appendices*)) and the EFU Agreement (attached as Volume IV (*EFU Agreement*)) to the RFP and all other instruments as may be required to be executed in relation to the Project as per the requirements of the RFP.
- (z) We acknowledge that in case the Project is awarded to us, we shall be liable to pay IFC Advisory Fee in the manner specified in the Notification of Award, within thirty (30) days of issuance of the relevant invoice by IFC, after the issuance of Acceptance of Notification of Award.
- (aa) We confirm that the financial model advisor, who has issued the letter required in terms of Sub-Section 4.5.3(e) of the Instructions to Bidders, and attached with our Financial Proposal, meets the criteria for financial model advisor as specified in Sub-Section 4.5.3(e) of the Instructions to Bidders.

Name .....

In the capacity of .....

Signed .....

..... (Seal)...

Duly authorized to sign the Bid for and on behalf of: (*Insert Name of the Bidder/names of all Consortium Members*)

Date .....

**Witness # 1:**

**Witness # 2:**

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

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

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

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

Designation: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CNIC/Passport No.: \_\_\_\_\_

CNIC/Passport No.: \_\_\_\_\_

**BIDDING FORM F2 – FORM OF BID SECURITY**

**BANK GUARANTEE**

~~Guarantee No.~~ \_\_\_\_\_

~~(hereinafter referred to as the “Bank Guarantee”)~~

~~Executed on~~ \_\_\_\_\_

~~Expiry date~~ \_\_\_\_\_

~~Name of Guarantor (Bank) with address:~~ \_\_\_\_\_

~~[Name of Principal (Bidder) with address:]<sup>16</sup>~~ \_\_\_\_\_

~~Guaranteed Amount (express in words and figures):~~ \_\_\_\_\_

~~Date of Bid~~ \_\_\_\_\_

~~The above premised, we (the “Guarantor Bank”) hereby undertake irrevocably and unconditionally on demand to pay to the Karachi Water & Sewerage Board (“KW&SB”), without any notice, reference or recourse to the Bidder or to any other entity or without any recourse or reference to any document, agreement, instrument or deed, any sum or sums (or any part thereof) equivalent in aggregate up to but not exceeding a maximum amount of:~~

~~[•][•]/([•][•])~~

~~(the “Guaranteed Amount”)~~

~~at sight and immediately upon the receipt of the KW&SB’s first written demand (the “Demand”) at the Guarantor Bank’s offices located at [•] or through SWIFT instructions transmitted by KW&SB’s bank~~

<sup>16</sup>~~Bidders to note that the Bid Security may be issued by any Consortium Member.~~

~~on behalf of KW&SB, to the Guarantor Bank, or through fax sent by KW&SB at the Guarantor Bank's fax number i.e., [●], such Demand stating:~~

~~(a) — that the Bidder is in breach of its obligations towards KW&SB; and~~

~~(b)(a) — the total amounts demanded.~~

~~A Demand shall only be honoured by us: (i) in the case of a written Demand, if it is made by and bears the signature of an authorised officer or other representative of KW&SB; or (ii) in the case of a Demand transmitted through SWIFT, if it is transmitted through authenticated SWIFT instructions by KW&SB's bank on behalf of KW&SB; or (iii) in the case of a Demand made through fax, it is made by and bears the signature of an authorised officer or other representative of KW&SB.~~

~~We, the Guarantor Bank, shall unconditionally honour a Demand hereunder made in compliance with this Bank Guarantee at sight and immediately on the date of receipt of your Demand, as stated earlier, and shall transfer the amount specified in the Demand to the bank account, as notified in the Demand, in immediately available and freely transferable funds in the currency of this Bank Guarantee, free and clear of and without any set-off or deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and by whomsoever imposed.~~

~~This Guarantee shall come into force and shall become automatically effective upon its issuance.~~

~~Such demand must be received by us on or before the [●] (the "Expiry Date"), when this Bank Guarantee shall expire and shall be returned to us.~~

~~Upon expiry, this Bank Guarantee shall be returned to the Bidder without undue delay. Multiple Demands may be made by KW&SB under this Bank Guarantee, but our aggregate liability will be restricted up to the Guaranteed Amount.~~

~~We hereby agree that any amendment, renewal, extension, modification, compromise, release or discharge by mutual agreement by KW&SB, the Bidder or any other entity of any document, agreement, instrument or deed shall not in any way impair or affect our liabilities hereunder and maybe undertaken without notice to us and without the necessity for any additional endorsement, consent or guarantee by us.~~

~~This Bank Guarantee for its validity period shall not be affected in any manner by any change in our constitution or of the Bidder's constitution or of their successors and assignees and this Bank Guarantee shall be legally valid, enforceable and binding on each of their successors and permitted assignees.~~

~~All references to any contract, agreement, deed or other instruments or documents are by way of reference only and shall not affect our obligations to make payment under the terms of this Bank Guarantee.~~

~~If one or more of the provisions of this Bank Guarantee are held or found to be invalid, illegal, or unenforceable for any reason whatsoever, in any respect, any such invalidity, illegality, or unenforceability of any provision shall not affect the validity of the remaining provisions of this Bank Guarantee.~~

~~The Guarantor Bank hereby declares and confirms that under its constitution and applicable laws and regulations, it has the necessary power and authority, and all necessary authorizations, approvals and consents thereunder to enter into, execute, deliver and perform the obligations it has undertaken under this Bank Guarantee, which obligations are valid and legally binding on and enforceable against the Guarantor Bank under the laws of Pakistan.~~

~~Further, the Guarantor Bank hereby declares and confirms that the signatory(ies) to this Guarantee is/are its duly authorized officer(s) to execute this Guarantee.~~

~~This Bank Guarantee and all rights and obligations arising from this Bank Guarantee shall be governed and construed in all respects in accordance with the laws of Pakistan. The courts in Pakistan shall have exclusive jurisdiction in respect of any dispute relating to any matter contained herein.~~

~~The issuance of this Bank Guarantee is permitted according to the laws of Pakistan and the laws of the jurisdiction where this Bank Guarantee is issued.~~

~~This Bank Guarantee is subject to the Uniform Rules for Demand Guarantee, ICC Publication No.758. To the extent that there is any inconsistency between the terms of this Bank Guarantee and the Uniform Rules for Demand Guarantees, ICC Publication No. 758, the terms of this Bank Guarantee shall prevail.~~

~~Name: .....~~

~~Designation: .....~~

## **BIDDING FORM F3 – FINANCIAL FORMS**

Bidding Form **F3F2** (*Financial Forms*) comprises of the following forms:

- (A) Bidding Form **F3F2**-A – Projected Available NWO
- (B) Bidding Form **F3F2**-B – Cost Recovery Charges
- (C) Bidding Form **F3F2**-C – Electricity
- (D) Bidding Form **F3F2**-D – Availability Payment
- (E) Bidding Form **F3F2**-E – Output Payment
- (F) Bidding Form **F3F2**-F – Service Payment and NPV
- (G) Bidding Form **F3F2**-G – Termination Payments
- (H) Bidding Form **F3F2**-H – Financing Term Sheet
- (I) Bidding Form **F3F2**-I – Sources and Uses

### **Notes for filling in the forms in Bidding Form F3F2 (Financial Forms):**

*Capitalized terms (including the abbreviations) used in the aforesaid forms, shall have the meaning given to them in Concession Agreement (including appendix 8 of the Concession Agreement).*

*The aforementioned forms are required to be prepared in Microsoft Excel file. Bidders are required to fill in the Bidding Forms **F3F2**-A to **F3F2**-G and **F3F2**-I available at the following websites:*

**SPPRA** – <https://ppms.pprasindh.gov.pk/PPMS/>

**PPP Unit** – <https://www.pppunitsindh.gov.pk/>

**KW&SB** – <https://www.kwsb.gos.pk>

*Bidders are also required to submit hard copies (as printouts) of the forms in Bidding Form **F3F2** (*Financial Forms*), as part of their Financial Proposals. Note that hard copies of the forms in Bidding Form **F3F2** (*Financial Forms*) submitted by the Bidders shall prevail over soft copies in case of inconsistency.*

**BIDDING FORM F3F2-A – PROJECTED AVAILABLE NWO**

	Year	Year	Contracted Available Net Water Output m3/day	Hours in Contract Year		Projected Loss of Net Water Output due to Unavailability				Projected Available Net Water Output m3
				Summer	Winter	Summer - Unplanned	Winter - Planned	Winter - Unplanned	Total	
				CAW	PHs	PHw	LCWp <sub>ns</sub>	LCWp <sub>nw</sub> <sup>P</sup>	LCWp <sub>nw</sub> <sup>U</sup>	
C&O Period	1	1	454,609	4,380	4,380	1,818,436	909,218	1,818,436	4,546,090	161,386,195
	1.5	1.5	454,609	2,190	2,190	909,218	454,609	909,218	2,273,045	80,693,098
Operating Period	1	2.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	2	3.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	3	4.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	4	5.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	5	6.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	6	7.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	7	8.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	8	9.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	9	10.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	10	11.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	11	12.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	12	13.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	13	14.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	14	15.5	454,609	4,380	4,380	-	-	-	-	165,932,285
	15	16.5	454,609	4,380	4,380	-	-	-	-	165,932,285

Note: The values for Summer - Unplanned (LCWpns), Winter - Planned (LCWpnwP) and Winter - Unplanned (LCWpnwU) each, during the Operating Period are, subject to the maximum limit of 909,218 m<sup>3</sup>

	Input to be provided by bidders
	Input provided by KWSB
	Output

C&O Period	Year	Year	Contracted Available Net Water Output m3/day	Hours in Contract Year		Projected Loss of Net Water Output due to Unavailability				Projected Available Net Water Output m3
				Summer	Winter	Summer - Unplanned	Winter - Planned	Winter - Unplanned	Total	
				hours	hours	m3	m3	m3	m3	
				PHs	PHw	LCWp <sub>ns</sub>	LCWp <sub>nw</sub> <sup>P</sup>	LCWp <sub>nw</sub> <sup>U</sup>	LCWp <sub>n</sub> = LCWp <sub>ns</sub> + LCWp <sub>nw</sub> <sup>P</sup> + LCWp <sub>nw</sub> <sup>U</sup>	
Operating Period	Year	Year	CAW	PHs	PHw	LCWp <sub>ns</sub>	LCWp <sub>nw</sub> <sup>P</sup>	LCWp <sub>nw</sub> <sup>U</sup>	ANWO <sub>pn</sub>	
1	1	1	454,609	4,380	4,380	1,818,436	909,218	1,818,436	4,546,090	161,386,195
1.5	1.5	1.5	454,609	2,190	2,190	909,218	454,609	909,218	2,273,045	80,693,098
2	2	2.5	454,609	4,380	4,380	-	-	-	-	165,932,285
3	3	3.5	454,609	4,380	4,380	-	-	-	-	165,932,285
4	4	4.5	454,609	4,380	4,380	-	-	-	-	165,932,285
5	5	5.5	454,609	4,380	4,380	-	-	-	-	165,932,285
6	6	6.5	454,609	4,380	4,380	-	-	-	-	165,932,285
7	7	7.5	454,609	4,380	4,380	-	-	-	-	165,932,285
8	8	8.5	454,609	4,380	4,380	-	-	-	-	165,932,285
9	9	9.5	454,609	4,380	4,380	-	-	-	-	165,932,285
10	10	10.5	454,609	4,380	4,380	-	-	-	-	165,932,285
11	11	11.5	454,609	4,380	4,380	-	-	-	-	165,932,285
12	12	12.5	454,609	4,380	4,380	-	-	-	-	165,932,285
13	13	13.5	454,609	4,380	4,380	-	-	-	-	165,932,285
14	14	14.5	454,609	4,380	4,380	-	-	-	-	165,932,285
15	15	15.5	454,609	4,380	4,380	-	-	-	-	165,932,285
		16.5	454,609	4,380	4,380	-	-	-	-	165,932,285

Note: The values for Summer - Unplanned (LCWpns), Winter - Planned (LCWpnwP) and Winter - Unplanned (LCWpnwU) each, during the Operating Period are, subject to the maximum limit of 909,218 m<sup>3</sup>

	Input to be provided by bidders
	Input provided by KWSB
	Output



**BIDDING FORM F3F2-B – COST RECOVERY CHARGES**

		Cost Recovery Charges (before indexation/adjustment)													Cost Recovery Charges (after indexation/adjustment)								
Year	Indexation Year	Foreign Debt Principal Recovery Charge	Foreign Debt Interest Recovery Charge	Local Debt Principal Recovery Charge	Local Debt Interest Recovery Charge	Foreign Equity Recovery Charge	Local Equity Recovery Charge	Fixed O&M Cost Recovery Charge	Variable O&M Cost Recovery Charge	Devaluation Factor	Inflation Factor	Foreign Debt Principal Recovery Charge	Foreign Debt Interest Recovery Charge	Local Debt Principal Recovery Charge	Local Debt Interest Recovery Charge	Foreign Equity Recovery Charge	Local Equity Recovery Charge	Fixed O&M Cost Recovery Charge	Variable O&M Cost Recovery Charge				
		PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3			PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	
Year	Year	FD_P_RC	FD_I_RC	LD_P_RC	LD_I_RC	FE_RC	LE_RC	FOMRW	VOMRW	EXR	IR	Year	FD_P_RC	FD_I_RC	LD_P_RC	LD_I_RC	FE_RC	LE_RC	FOMRW	VOMRW			
C&O Period	1	1	1	-	-	-	-	-	-	1.00	1.00	1	-	-	-	-	-	-	-	-			
	1.5	1.5	1.5	-	-	-	-	-	-	1.04	1.04	1.5	-	-	-	-	-	-	-	-			
	1	2.5	2.5	-	-	-	-	-	-	1.14	1.14	1	-	-	-	-	-	-	-	-			
	2	3.5	3.5	-	-	-	-	-	-	1.24	1.24	2	-	-	-	-	-	-	-	-			
	3	4.5	4.5	-	-	-	-	-	-	1.35	1.35	3	-	-	-	-	-	-	-	-			
	4	5.5	5.5	-	-	-	-	-	-	1.47	1.47	4	-	-	-	-	-	-	-	-			
	5	6.5	6.5	-	-	-	-	-	-	1.61	1.61	5	-	-	-	-	-	-	-	-			
	6	7.5	7.5	-	-	-	-	-	-	1.75	1.75	6	-	-	-	-	-	-	-	-			
	7	8.5	8.5	-	-	-	-	-	-	1.91	1.91	7	-	-	-	-	-	-	-	-			
Operating Period	8	9.5	9.5	-	-	-	-	-	-	2.08	2.08	8	-	-	-	-	-	-	-	-			
	9	10.5	10.5	-	-	-	-	-	-	2.27	2.27	9	-	-	-	-	-	-	-	-			
	10	11.5	11.5	-	-	-	-	-	-	2.47	2.47	10	-	-	-	-	-	-	-	-			
	11	12.5	12.5	-	-	-	-	-	-	2.69	2.69	11	-	-	-	-	-	-	-	-			
	12	13.5	13.5	-	-	-	-	-	-	2.94	2.94	12	-	-	-	-	-	-	-	-			
	13	14.5	14.5	-	-	-	-	-	-	3.20	3.20	13	-	-	-	-	-	-	-	-			
	14	15.5	15.5	-	-	-	-	-	-	3.49	3.49	14	-	-	-	-	-	-	-	-			
	15	16.5	16.5	-	-	-	-	-	-	3.80	3.80	15	-	-	-	-	-	-	-	-			

Input to be provided by bidders  
 Input provided by KWSB  
 Output

Note: In respect of Foreign Equity Recovery Charge (FE\_RC) above, the foreign exchange indexation shall only be applied to lower of: (a) actual equity of the Foreign Sponsor (defined in Volume I/RFP); and (b) seventy percent (70%) of the total equity (excluding VGF)

		Cost Recovery Charges (before indexation/adjustment)													Cost Recovery Charges (after indexation/adjustment)								
Year	Indexation Year	Foreign Debt Principal Recovery Charge	Foreign Debt Interest Recovery Charge	Local Debt Principal Recovery Charge	Local Debt Interest Recovery Charge	Foreign Equity Recovery Charge	Local Equity Recovery Charge	Fixed O&M Cost Recovery Charge	Variable O&M Cost Recovery Charge	Devaluation Factor	Inflation Factor	Foreign Debt Principal Recovery Charge	Foreign Debt Interest Recovery Charge	Local Debt Principal Recovery Charge	Local Debt Interest Recovery Charge	Foreign Equity Recovery Charge	Local Equity Recovery Charge	Fixed O&M Cost Recovery Charge	Variable O&M Cost Recovery Charge				
		PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3			PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	PKR/ m3	
		FD_P_RC	FD_I_RC	LD_P_RC	LD_I_RC	FE_RC	LE_RC	FOMRW	VOMRW			EXR	IR	Year	FD_P_RC	FD_I_RC	LD_P_RC	LD_I_RC	FE_RC	LE_RC	FOMRW	VOMRW	
C&O Period	1	1	1							1.00	1.00	1											
	1.5	1.5	1.5							1.04	1.04	1.5											
Operating Period	1	2.5	2.5	-	-	-	-	-	-	1.14	1.14	1	-	-	-	-	-	-	-				
	2	3.5	3.5	-	-	-	-	-	-	1.24	1.24	2	-	-	-	-	-	-	-				
	3	4.5	4.5	-	-	-	-	-	-	1.35	1.35	3	-	-	-	-	-	-	-				
	4	5.5	5.5	-	-	-	-	-	-	1.47	1.47	4	-	-	-	-	-	-	-				
	5	6.5	6.5	-	-	-	-	-	-	1.61	1.61	5	-	-	-	-	-	-	-				
	6	7.5	7.5	-	-	-	-	-	-	1.75	1.75	6	-	-	-	-	-	-	-				
	7	8.5	8.5	-	-	-	-	-	-	1.91	1.91	7	-	-	-	-	-	-	-				
	8	9.5	9.5	-	-	-	-	-	-	2.08	2.08	8	-	-	-	-	-	-	-				
	9	10.5	10.5	-	-	-	-	-	-	2.27	2.27	9	-	-	-	-	-	-	-				
	10	11.5	11.5	-	-	-	-	-	-	2.47	2.47	10	-	-	-	-	-	-	-				
	11	12.5	12.5	-	-	-	-	-	-	2.69	2.69	11	-	-	-	-	-	-	-				
	12	13.5	13.5	-	-	-	-	-	-	2.94	2.94	12	-	-	-	-	-	-	-				
	13	14.5	14.5	-	-	-	-	-	-	3.20	3.20	13	-	-	-	-	-	-	-				
	14	15.5	15.5	-	-	-	-	-	-	3.49	3.49	14	-	-	-	-	-	-	-				
	15	16.5	16.5	-	-	-	-	-	-	3.80	3.80	15	-	-	-	-	-	-	-				

Input to be provided by bidders  
 Input provided by KWSB  
 Output

Note: In respect of Foreign Equity Recovery Charge (FE\_RC) above, the foreign exchange indexation shall only be applied to lower of: (a) actual equity of the Foreign Sponsor (defined in Volume I/RFP); and (b) seventy percent (70%) of the total equity (excluding VGF)

**BIDDING FORM F3F2-C – ELECTRICITY**

	Year	Year	Contracted Specific Net Electrical Energy Consumption kWh/m3	Contracted Specific Net Solar Generation												Total kWh	
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec		
				kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh		
Year	Year	ECR <sub>CCN</sub>	ESG														
C&O Period	1	1	0.35														
	1.5	1.5	0.35														
Operating Period	1	2.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	3.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	4.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	5.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	6.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	7.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	7	8.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	8	9.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	9	10.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10	11.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11	12.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12	13.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13	14.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	14	15.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	15	16.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Note: The values for Contracted Specific Net Electrical Energy Consumption (ECR<sub>CCN</sub>) during the Operating Period are subject to the maximum limit of 0.3

	Input to be provided by bidders
	Input provided by KWSB
	Output

	Year	Year	Contracted Specific Net Electrical Energy Consumption kWh/m3	Contracted Specific Net Solar Generation												Total kWh
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
				kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	kWh	
Year	Year	ECR <sub>CCh</sub>	ESG													
C&O Period	1	1	0.35													
	1.5	1.5	0.35													
Operating Period	1	2.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	3.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	4.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	5.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	6.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	7.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	7	8.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	8	9.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	9	10.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10	11.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11	12.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12	13.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13	14.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-
14	15.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
15	16.5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	

Note: The values for Contracted Specific Net Electrical Energy Consumption (ECR<sub>CCh</sub>) during the Operating Period are subject to the maximum limit of 0.3

	Input to be provided by bidders
	Input provided by KWSB
	Output

**BIDDING FORM F3F2-D - AVAILABILITY PAYMENT**

			Projected Available Net Water Output	Local Principal Repayment	Local Interest Payment	Total Local Debt Service	Foreign Principal Repayment	Foreign Interest Payment	Total Foreign Debt Service	Total Debt Service	Local Equity Component	Foreign Equity Component	Total Equity Component	Capital Cost Recovery Payment	Fixed O&M Cost Recovery Payment	Availability Payment		
			m3	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR		
Year		Year	ANWOpn	LPR	LIP	LDSY = LPR+LIP	FPR	FIP	FDSY = FPR+FIP	TDSY = (LDSY+AFDSY)	LE	FE	AEY = AFE + LE	AW	BW	APW=AW + BW		
C&O Period	1		1	161,386,195														
	1.5		1.5	80,693,098														
Operating Period	1	Concession Year	2.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-		
	2		3.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	
	3		4.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	
	4		5.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	
	5		6.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	
	6		7.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	7		8.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	8		9.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	9		10.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	10		11.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	11		12.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	12		13.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13		14.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	14		15.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	15		16.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-	-

- Input to be provided by bidders
- Input provided by KWSB
- Output

			Projected Available Net Water Output	Local Principal Repayment	Local Interest Payment	Total Local Debt Service	Foreign Principal Repayment	Foreign Interest Payment	Total Foreign Debt Service	Total Debt Service	Local Equity Component	Foreign Equity Component	Total Equity Component	Capital Cost Recovery Payment	Fixed O&M Cost Recovery Payment	Availability Payment
			m3	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR	PKR
Year	Year	ANWOpn	LPR	LIP	LDSY = LPR+LIP	FPR	FIP	FDSY = FPR+FIP	TDSY = (LDSY+AFDSY)	LE	FE	AEY = AFE + LE	AW	BW	APW=AW + BW	
C&O Period	1	1	161,386,195													
	1.5	1.5	80,693,098													
Operating Period	1	2.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	2	3.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	3	4.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	4	5.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	5	6.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	6	7.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	7	8.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	8	9.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	9	10.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	10	11.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	11	12.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	12	13.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	13	14.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	14	15.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-
	15	16.5	165,932,285	-	-	-	-	-	-	-	-	-	-	-	-	-

Input to be provided by bidders  
 Input provided by KWSB  
 Output

**BIDDING FORM F3F2-E – OUTPUT PAYMENT**

	Year	Year	Indexation Year	Net Water Input	Allowable Non Revenue Water (NRW)	Net Water Output	Electricity Price	Electricity Price Growth Rate	Project Electricity Consumption	Electricity Consumption Payment	Variable O&M Cost Recovery Payment	Output Payment
				m3	%	m3	PKR/kWh		kWh	PKR	PKR	PKR
				NWI	ANRW	W	EP	EPI	PEC	CW	DW	OPW = CW + DW
C&O Period	1	1	1	161,386,195	25.00%	121,039,646	38.00	1.00	42,363,876	1,609,827,295	-	1,609,827,295
	1.5	1.5	1.5	80,693,098	25.00%	60,519,823	38.00	1.04	21,181,938	840,354,519	-	840,354,519
Operating Period	1	2.5	2.5	165,932,285	0.00%	165,932,285	38.00	1.14	-	-	-	-
	2	3.5	3.5	165,932,285	0.00%	165,932,285	38.00	1.24	-	-	-	-
	3	4.5	4.5	165,932,285	0.00%	165,932,285	38.00	1.35	-	-	-	-
	4	5.5	5.5	165,932,285	0.00%	165,932,285	38.00	1.47	-	-	-	-
	5	6.5	6.5	165,932,285	0.00%	165,932,285	38.00	1.61	-	-	-	-
	6	7.5	7.5	165,932,285	0.00%	165,932,285	38.00	1.75	-	-	-	-
	7	8.5	8.5	165,932,285	0.00%	165,932,285	38.00	1.91	-	-	-	-
	8	9.5	9.5	165,932,285	0.00%	165,932,285	38.00	2.08	-	-	-	-
	9	10.5	10.5	165,932,285	0.00%	165,932,285	38.00	2.27	-	-	-	-
	10	11.5	11.5	165,932,285	0.00%	165,932,285	38.00	2.47	-	-	-	-
	11	12.5	12.5	165,932,285	0.00%	165,932,285	38.00	2.69	-	-	-	-
	12	13.5	13.5	165,932,285	0.00%	165,932,285	38.00	2.94	-	-	-	-
	13	14.5	14.5	165,932,285	0.00%	165,932,285	38.00	3.20	-	-	-	-
	14	15.5	15.5	165,932,285	0.00%	165,932,285	38.00	3.49	-	-	-	-
	15	16.5	16.5	165,932,285	0.00%	165,932,285	38.00	3.80	-	-	-	-

Note: The values for Allowable Non-Revenue Water (ANRW) during the Operating Period are subject to the maximum limit of 4%

- Input to be provided by bidders
- Input to be provided by KWSB based on market data
- Output

	Year	Year	Indexation Year	Net Water Input m3 NWI	Allowable Non Revenue Water (NRW) % ANRW	Net Water Output m3 W	Electricity Price PKR/kWh EP	Electricity Price Growth Rate EPI	Project Electricity Consumption kWh PEC	Electricity Consumption Payment PKR CW	Variable O&M Cost Recovery Payment PKR DW	Output Payment PKR OPW = CW + DW
C&O Period	1	1	1	161,386,195	25.00%	121,039,646	39.00	1.00	42,363,876	1,652,191,171	-	1,652,191,171
	1.5	1.5	1.5	80,693,098	25.00%	60,519,823	39.00	1.04	21,181,938	862,469,112	-	862,469,112
Operating Period	1	2.5	2.5	165,932,285	0.00%	165,932,285	39.00	1.14	-	-	-	-
	2	3.5	3.5	165,932,285	0.00%	165,932,285	39.00	1.24	-	-	-	-
	3	4.5	4.5	165,932,285	0.00%	165,932,285	39.00	1.35	-	-	-	-
	4	5.5	5.5	165,932,285	0.00%	165,932,285	39.00	1.47	-	-	-	-
	5	6.5	6.5	165,932,285	0.00%	165,932,285	39.00	1.61	-	-	-	-
	6	7.5	7.5	165,932,285	0.00%	165,932,285	39.00	1.75	-	-	-	-
	7	8.5	8.5	165,932,285	0.00%	165,932,285	39.00	1.91	-	-	-	-
	8	9.5	9.5	165,932,285	0.00%	165,932,285	39.00	2.08	-	-	-	-
	9	10.5	10.5	165,932,285	0.00%	165,932,285	39.00	2.27	-	-	-	-
	10	11.5	11.5	165,932,285	0.00%	165,932,285	39.00	2.47	-	-	-	-
	11	12.5	12.5	165,932,285	0.00%	165,932,285	39.00	2.69	-	-	-	-
	12	13.5	13.5	165,932,285	0.00%	165,932,285	39.00	2.94	-	-	-	-
	13	14.5	14.5	165,932,285	0.00%	165,932,285	39.00	3.20	-	-	-	-
14	15.5	15.5	165,932,285	0.00%	165,932,285	39.00	3.49	-	-	-	-	
15	16.5	16.5	165,932,285	0.00%	165,932,285	39.00	3.80	-	-	-	-	

Note: The values for Allowable Non-Revenue Water (ANRW) during the Operating Period are subject to the maximum limit of 4%

	Input to be provided by bidders
	Input to be provided by KWSB based on market data
	Output



### BIDDING FORM **F3F2-F** – SERVICE PAYMENT AND NPV

		Capital Cost Recovery Payment	Fixed O&M Cost Recovery Payment	Electricity Consumption Payment	Variable O&M Cost Recovery Payment	Service Payment	Discount Factor	NPV of Service Payments	
Year	Year	Indexation Year	PKR AW	PKR BW	PKR CW	PKR DW	PKR SPW	PKR NPV_SC	
							DR		
C&O Period	1	1			1,609,827,295	-	1,609,827,295	1.00	1,609,827,295
	1.5	1.5			840,354,519	-	840,354,519	0.95	801,246,596
Operating Period	2.5	2.5			-	-	-	0.87	-
	3.5	3.5			-	-	-	0.79	-
	4.5	4.5			-	-	-	0.72	-
	5.5	5.5			-	-	-	0.65	-
	6.5	6.5			-	-	-	0.59	-
	7.5	7.5			-	-	-	0.54	-
	8.5	8.5			-	-	-	0.49	-
	9.5	9.5			-	-	-	0.44	-
	10.5	10.5			-	-	-	0.40	-
	11.5	11.5			-	-	-	0.37	-
	12.5	12.5			-	-	-	0.33	-
	13.5	13.5			-	-	-	0.30	-
	14.5	14.5			-	-	-	0.28	-
	15.5	15.5			-	-	-	0.25	-
16.5	16.5			-	-	-	0.23	-	
Sum of Net Present Value of Service Payment, including Availability Payment and Output Payment (Σ NPV):									<b>2,411,073,891</b>
GoS Equity Amount*									-
<b>Sum of Net Present Value of Service Payment and GoS Equity Amount</b>									<b>2,411,073,891</b>

**NOTES:**

- (1) Electricity Price PKR / kWh
- (2) Growth rate of National Consumer Price Index (IR) of:
- (3) Growth Rate of Electricity Price (EPI):
- (4) Exchange Rate variation (EXR):
- (5) Based on a Discount Rate (DR) of:

38
9%
9%
9%
10%

(6) Reference Exchange Rate PKR/USD

The exchange rate shall be the TT selling rate prevailing seven (7) Business Days before the Bid Submission Date, as notified by National Bank of Pakistan. The rate can be accessed on <https://www.nbp.com.pk/RATESHEET/index.aspx>

**\* GoS Equity Amount is the Class B Equity to be issued to GoS which will be the lower of 49% of Total Equity and PKR 2.5 Billion as proposed by the Bidder in the Financial Proposal**

	Input to be provided by bidders
	Input to be provided by KWSB based on market data
	Output

			Capital Cost Recovery Payment	Fixed O&M Cost Recovery Payment	Electricity Consumption Payment	Variable O&M Cost Recovery Payment	Service Payment	Discount Factor	NPV of Service Payments
	Year	Year	PKR AW	PKR BW	PKR CW	PKR DW	PKR SPW	DR	PKR NPV_SC
		Indexation Year							
C&O Period	1	1			1,652,191,171	-	1,652,191,171	1.00	1,652,191,171
	1.5	1.5			862,469,112	-	862,469,112	0.95	822,332,033
Operating Period	2.5	2.5	-	-	-	-	-	0.87	-
	3.5	3.5	-	-	-	-	-	0.79	-
	4.5	4.5	-	-	-	-	-	0.72	-
	5.5	5.5	-	-	-	-	-	0.65	-
	6.5	6.5	-	-	-	-	-	0.59	-
	7.5	7.5	-	-	-	-	-	0.54	-
	8.5	8.5	-	-	-	-	-	0.49	-
	9.5	9.5	-	-	-	-	-	0.44	-
	10.5	10.5	-	-	-	-	-	0.40	-
	11.5	11.5	-	-	-	-	-	0.37	-
	12.5	12.5	-	-	-	-	-	0.33	-
	13.5	13.5	-	-	-	-	-	0.30	-
	14.5	14.5	-	-	-	-	-	0.28	-
	15.5	15.5	-	-	-	-	-	0.25	-
16.5	16.5	-	-	-	-	-	0.23	-	
Sum of Net Present Value of Service Payment, including Availability Payment and Output Payment (Σ NPV):									<b>2,474,523,204</b>
GoS Equity Amount*									-
<b>Sum of Net Present Value of Service Payment and GoS Equity Amount</b>									<b>2,474,523,204</b>

NOTES:

- (1) Electricity Prices are assumed to be constant at PKR / kWh
- (2) Growth rate of National Consumer Price Index (IR) of:
- (3) Growth Rate of Electricity Price (EPI):
- (4) Exchange Rate fluctuation (EXR):
- (5) Based on a Discount Rate (DR) of:

39
9%
9%
9%
10%

- (6) Reference Exchange Rate PKR/USD

The exchange rate shall be the TT selling rate prevailing seven (7) Business Days before the Bid Submission Date, as notified by National Bank of Pakistan. The rate can be accessed on <https://www.nbp.com.pk/RATESHEET/index.aspx>

**\* GoS Equity Amount is the Class B Equity to be issued to GoS which will be the lower of 49% of Total Equity and PKR 2.5 Billion as proposed by the Bidder in the Financial Proposal**

	Input to be provided by bidders
	Input to be provided by [Grantor] based on market data
	Output

## BIDDING FORM **F3F2-G** – TERMINATION PAYMENTS

Description	Unit	Value
Percentage of Foreign Debt Interest Recovery Charge linked with LIBOR (%)	%	
Percentage of Local Debt Interest Recovery Charge linked with KIBOR (%)	%	
Maximum Foreign Equity	PKR	-
Maximum Local Equity	PKR	-
Total Equity	PKR	-
Equity IRR (USD) for Foreign Equity	%	
Equity IRR (PKR) for Local Equity	%	

C&D Period	Debt Repayment Profile							
	Year	Quarter	Repayment Date	Principal Repayment US Dollars Loan PKR	Outstanding Principal Amount US Dollars Loan after Repayment PKR	Principal Repayment PKR Loan PKR	Outstanding Principal Amount PKR Loan after Repayment PKR	Outstanding Principal Amount PKR
Operating Period	1							
	1.5							
			PCOD					
	1	1	PCOD + 1 Quarter	-	-	-	-	-
		2	PCOD + 2 Quarter	-	-	-	-	-
		3	PCOD + 3 Quarter	-	-	-	-	-
		4	PCOD + 4 Quarter	-	-	-	-	-
	2	1	PCOD + 5 Quarter	-	-	-	-	-
		2	PCOD + 6 Quarter	-	-	-	-	-
		3	PCOD + 7 Quarter	-	-	-	-	-
		4	PCOD + 8 Quarter	-	-	-	-	-
	3	1	PCOD + 9 Quarter	-	-	-	-	-
		2	PCOD + 10 Quarter	-	-	-	-	-
		3	PCOD + 11 Quarter	-	-	-	-	-
		4	PCOD + 12 Quarter	-	-	-	-	-
	4	1	PCOD + 13 Quarter	-	-	-	-	-
		2	PCOD + 14 Quarter	-	-	-	-	-
		3	PCOD + 15 Quarter	-	-	-	-	-
		4	PCOD + 16 Quarter	-	-	-	-	-
	5	1	PCOD + 17 Quarter	-	-	-	-	-
		2	PCOD + 18 Quarter	-	-	-	-	-
		3	PCOD + 19 Quarter	-	-	-	-	-
		4	PCOD + 20 Quarter	-	-	-	-	-
	6	1	PCOD + 21 Quarter	-	-	-	-	-
		2	PCOD + 22 Quarter	-	-	-	-	-
		3	PCOD + 23 Quarter	-	-	-	-	-
		4	PCOD + 24 Quarter	-	-	-	-	-
	7	1	PCOD + 25 Quarter	-	-	-	-	-
		2	PCOD + 26 Quarter	-	-	-	-	-
		3	PCOD + 27 Quarter	-	-	-	-	-
		4	PCOD + 28 Quarter	-	-	-	-	-
	8	1	PCOD + 29 Quarter	-	-	-	-	-
		2	PCOD + 30 Quarter	-	-	-	-	-
		3	PCOD + 31 Quarter	-	-	-	-	-
		4	PCOD + 32 Quarter	-	-	-	-	-
	9	1	PCOD + 33 Quarter	-	-	-	-	-
		2	PCOD + 34 Quarter	-	-	-	-	-
		3	PCOD + 35 Quarter	-	-	-	-	-
		4	PCOD + 36 Quarter	-	-	-	-	-
	10	1	PCOD + 37 Quarter	-	-	-	-	-
		2	PCOD + 38 Quarter	-	-	-	-	-
		3	PCOD + 39 Quarter	-	-	-	-	-
		4	PCOD + 40 Quarter	-	-	-	-	-
	11	1	PCOD + 41 Quarter	-	-	-	-	-
		2	PCOD + 42 Quarter	-	-	-	-	-
		3	PCOD + 43 Quarter	-	-	-	-	-
		4	PCOD + 44 Quarter	-	-	-	-	-
	12	1	PCOD + 45 Quarter	-	-	-	-	-
		2	PCOD + 46 Quarter	-	-	-	-	-
		3	PCOD + 47 Quarter	-	-	-	-	-
		4	PCOD + 48 Quarter	-	-	-	-	-
	13	1	PCOD + 49 Quarter	-	-	-	-	-
		2	PCOD + 50 Quarter	-	-	-	-	-
		3	PCOD + 51 Quarter	-	-	-	-	-
		4	PCOD + 52 Quarter	-	-	-	-	-
	14	1	PCOD + 53 Quarter	-	-	-	-	-
		2	PCOD + 54 Quarter	-	-	-	-	-
		3	PCOD + 55 Quarter	-	-	-	-	-
		4	PCOD + 56 Quarter	-	-	-	-	-
	15	1	PCOD + 57 Quarter	-	-	-	-	-
	2	PCOD + 58 Quarter	-	-	-	-	-	
	3	PCOD + 59 Quarter	-	-	-	-	-	
	4	PCOD + 60 Quarter	-	-	-	-	-	

Year	Principal Repayment US Dollars Loan PKR	Outstanding Principal Amount US Dollars Loan after Repayment PKR	Principal Repayment PKR Loan PKR	Outstanding Principal Amount PKR Loan after Repayment PKR	Outstanding Principal Amount PKR
1					
1.5					
2.5	-	-	-	-	-
3.5	-	-	-	-	-
4.5	-	-	-	-	-
5.5	-	-	-	-	-
6.5	-	-	-	-	-
7.5	-	-	-	-	-
8.5	-	-	-	-	-
9.5	-	-	-	-	-
10.5	-	-	-	-	-
11.5	-	-	-	-	-
12.5	-	-	-	-	-
13.5	-	-	-	-	-
14.5	-	-	-	-	-
15.5	-	-	-	-	-
16.5	-	-	-	-	-

Year	Dollars Loan PKR	Loan after Repayment PKR	PKR Loan PKR	Loan after Repayment PKR
1				
2				
3	TRUE	-	TRUE	-
4	TRUE	-	TRUE	-
5	TRUE	-	TRUE	-
6	TRUE	-	TRUE	-
7	TRUE	-	TRUE	-
8	TRUE	-	TRUE	-
10	TRUE	-	TRUE	-
11	TRUE	-	TRUE	-
12	TRUE	-	TRUE	-
13	TRUE	-	TRUE	-
14	TRUE	-	TRUE	-
15	TRUE	-	TRUE	-
17	TRUE	-	TRUE	-

Operating Contract Year	Equity Payment Profile	
	Foreign Equity Tariff Component %	Local Equity Tariff Component %
1	0%	0%
2	0%	0%
3	0%	0%
4	0%	0%
5	0%	0%
6	0%	0%
7	0%	0%
8	0%	0%
9	0%	0%
10	0%	0%
11	0%	0%
12	0%	0%
13	0%	0%
14	0%	0%
15	0%	0%

NOTES:  
 (1) PCOD = Project Commercial Operations Date  
 (2) For the purposes of filling the 'Principal Repayment US Dollars Loan' column in PKR, please use the Reference Exchange Rate stated in sheet 'F3-F Service Payment and NPV'

	Input to be provided by bidders
	Input to be provided by KWSB based on market data
	Output

Description	Unit	Value
Percentage of Foreign Debt Interest Recovery Charge linked with USDR	%	
Percentage of Local Debt Interest Recovery Charge linked with USDR	%	
Maximum Foreign Equity	PKR	-
Maximum Local Equity	PKR	-
Total Equity	PKR	-
Equity IRR (USD) for Foreign Equity	%	0%
Equity IRR (PKR) for Local Equity	%	0%

C&O Period	Debt Repayment Profile							
	Year	Quarter	Repayment Date	Principal Repayment US Dollars Loan USD	Outstanding Principal Amount US Dollars Loan after Repayment USD	Principal Repayment PKR Loan	Outstanding Principal Amount PKR Loan after Repayment	
	1	1	1	POOD	-	-	-	-
Operating Period	1	1	POOD - 1 Quarter	-	-	-	-	
		2	POOD - 2 Quarter	-	-	-	-	
		3	POOD - 3 Quarter	-	-	-	-	
		4	POOD - 4 Quarter	-	-	-	-	
		2	1	POOD - 5 Quarter	-	-	-	-
			2	POOD - 6 Quarter	-	-	-	-
			3	POOD - 7 Quarter	-	-	-	-
			4	POOD - 8 Quarter	-	-	-	-
		3	1	POOD - 9 Quarter	-	-	-	-
			2	POOD - 10 Quarter	-	-	-	-
			3	POOD - 11 Quarter	-	-	-	-
			4	POOD - 12 Quarter	-	-	-	-
		4	1	POOD - 13 Quarter	-	-	-	-
			2	POOD - 14 Quarter	-	-	-	-
			3	POOD - 15 Quarter	-	-	-	-
			4	POOD - 16 Quarter	-	-	-	-
		5	1	POOD - 17 Quarter	-	-	-	-
			2	POOD - 18 Quarter	-	-	-	-
			3	POOD - 19 Quarter	-	-	-	-
			4	POOD - 20 Quarter	-	-	-	-
		6	1	POOD - 21 Quarter	-	-	-	-
			2	POOD - 22 Quarter	-	-	-	-
			3	POOD - 23 Quarter	-	-	-	-
			4	POOD - 24 Quarter	-	-	-	-
		7	1	POOD - 25 Quarter	-	-	-	-
			2	POOD - 26 Quarter	-	-	-	-
			3	POOD - 27 Quarter	-	-	-	-
			4	POOD - 28 Quarter	-	-	-	-
		8	1	POOD - 29 Quarter	-	-	-	-
			2	POOD - 30 Quarter	-	-	-	-
			3	POOD - 31 Quarter	-	-	-	-
			4	POOD - 32 Quarter	-	-	-	-
		9	1	POOD - 33 Quarter	-	-	-	-
			2	POOD - 34 Quarter	-	-	-	-
			3	POOD - 35 Quarter	-	-	-	-
			4	POOD - 36 Quarter	-	-	-	-
		10	1	POOD - 37 Quarter	-	-	-	-
			2	POOD - 38 Quarter	-	-	-	-
			3	POOD - 39 Quarter	-	-	-	-
			4	POOD - 40 Quarter	-	-	-	-
		11	1	POOD - 41 Quarter	-	-	-	-
			2	POOD - 42 Quarter	-	-	-	-
			3	POOD - 43 Quarter	-	-	-	-
			4	POOD - 44 Quarter	-	-	-	-
		12	1	POOD - 45 Quarter	-	-	-	-
			2	POOD - 46 Quarter	-	-	-	-
			3	POOD - 47 Quarter	-	-	-	-
			4	POOD - 48 Quarter	-	-	-	-
13	1	POOD - 49 Quarter	-	-	-	-		
	2	POOD - 50 Quarter	-	-	-	-		
	3	POOD - 51 Quarter	-	-	-	-		
	4	POOD - 52 Quarter	-	-	-	-		
14	1	POOD - 53 Quarter	-	-	-	-		
	2	POOD - 54 Quarter	-	-	-	-		
	3	POOD - 55 Quarter	-	-	-	-		
	4	POOD - 56 Quarter	-	-	-	-		
16	1	POOD - 57 Quarter	-	-	-	-		
	2	POOD - 58 Quarter	-	-	-	-		
	3	POOD - 59 Quarter	-	-	-	-		
	4	POOD - 60 Quarter	-	-	-	-		

NOTES:  
(1) POOD = Project Commercial Operations Date  
(2) For the purposes of filling the 'Principal Repayment US Dollars Loan' column in PKR, please use the Reference Exchange Rate stated in sheet 'P&F Service Payment and NPV'

	Input to be provided by bidders.
	Input to be provided by [Grantor] based on market data
	Output

Year	Principal Repayment US Dollars Loan USD	Outstanding Principal Amount US Dollars Loan after Repayment USD	Principal Repayment PKR Loan	Outstanding Principal Amount PKR Loan after Repayment
1	-	-	-	-
1.5	-	-	-	-
2	-	-	-	-
2.5	-	-	-	-
3	-	-	-	-
3.5	-	-	-	-
4	-	-	-	-
4.5	-	-	-	-
5	-	-	-	-
5.5	-	-	-	-
6	-	-	-	-
6.5	-	-	-	-
7	-	-	-	-
7.5	-	-	-	-
8	-	-	-	-
8.5	-	-	-	-
9	-	-	-	-
9.5	-	-	-	-
10	-	-	-	-
10.5	-	-	-	-
11	-	-	-	-
11.5	-	-	-	-
12	-	-	-	-
12.5	-	-	-	-
13	-	-	-	-
13.5	-	-	-	-
14	-	-	-	-
14.5	-	-	-	-
15	-	-	-	-
15.5	-	-	-	-
16	-	-	-	-
16.5	-	-	-	-
17	-	-	-	-

Year	Dollars Loan USD	Loan after Repayment USD	PKR Loan	Loan after Repayment PKR
1	-	-	-	-
2	-	-	-	-
3	TRUE	-	TRUE	-
4	TRUE	-	TRUE	-
5	TRUE	-	TRUE	-
6	TRUE	-	TRUE	-
7	TRUE	-	TRUE	-
8	TRUE	-	TRUE	-
9	TRUE	-	TRUE	-
10	TRUE	-	TRUE	-
11	TRUE	-	TRUE	-
12	TRUE	-	TRUE	-
13	TRUE	-	TRUE	-
14	TRUE	-	TRUE	-
15	TRUE	-	TRUE	-
16	TRUE	-	TRUE	-
17	TRUE	-	TRUE	-

Operating Contract Year	Equity Payment Profile	
	Foreign Equity Component %	Local Equity Tariff Component %
1	0%	0%
2	0%	0%
3	0%	0%
4	0%	0%
5	0%	0%
6	0%	0%
7	0%	0%
8	0%	0%
9	0%	0%
10	0%	0%
11	0%	0%
12	0%	0%
13	0%	0%
14	0%	0%
15	0%	0%
16	0%	0%

**BIDDING FORM F3F2-H – FINANCING TERM SHEET**

<b><del>Borrower/</del>Customer</b>	
<b><del>Project Sponsors</del> <u>Description</u></b>	
<b><del>Shareholders</del> <u>Borrower</u></b>	
<b><del>Transaction/</del> <u>Project Use</u> of <u>Proceeds</u></b>	
<b><del>Project cost</del> <u>Facilities</u></b>	
<b><del>Mandated Lead Advisors &amp; Arrangers / Agent Bank</del></b>	
<b><del>Facility</del> Financiers</b>	
<b><del>Facility</del> Amount</b>	
<b><del>Currency of the Facility</del></b>	
<b><del>Pricing on Facility (Fixed or floating, including floating base rate and margin)</del> <u>Gearing / Debt Equity Ratio</u></b>	
<b><del>Tenor</del> <u>Maturity</u></b>	
<b><del>Facility</del> Effective Date</b>	
<b><del>Availability</del> <u>Grace</u> Period</b>	
<b><del>Repayment of Facility (Period and Frequency of Repayment)</del></b>	
<b><del>Interest</del> <u>Period</u></b>	
<b><del>Interest</del> <u>Rate</u></b>	
<b><del>Hedging</del></b>	
<b><del>Security/</del> collateral</b>	
<b><del>Arrangement/</del> Commitment Fee</b>	
<b><del>Debt Service Reserve / Major Maintenance Reserve</del></b>	
<b><del>Conditions</del> Precedent</b>	

<b>Indemnification/ Representation and warranties</b> <u>Fees and Expenses</u>	
<b>Taxes and Payments</b>	
<b>Governing Law</b>	
<b>Validity</b>	
<b>Dispute Resolution</b>	

Signatory for and on behalf of  
*[insert name of the financial institution]*

\_\_\_\_\_  
**Name:**  
**Designation:**

Signatory for and on behalf of  
*[insert name of the relevant Bidder]*

\_\_\_\_\_  
**Name:**  
**Designation:**

## BIDDING FORM **F3F2-I** – SOURCES AND USES

Uses of Funds	PKR
EPC Cost	-
Contingencies	-
Insurance	-
Other Non-EPC Costs	-
Development, Consultancy and Advisory	-
Independent Appointees Cost	-
Interest During Construction	-
Financing Fees	-
<b>Total</b>	-
Sources of Funds	PKR
Debt	-
Local Equity (including Local Currency Shareholder Loans)	-
Foreign Equity (including Foreign Currency Shareholder Loans)	-
GoS Equity Amount	-
<b>Total</b>	-

Input to be provided by bidders  
 Input to be provided by KWSB based on market data  
 Output

Notes:

(1) In respect of equity of the Foreign Sponsor (defined in Volume I/RFP) above, the amount should be less than or equal to seventy percent (70%) of the total equity (excluding VGF)

(2) For the purposes of converting the Foreign Equity in PKR, please use the Reference Exchange Rate stated in sheet 'F3-f Service Payment and NPV'

### F3-12: Project Cost

Description	PKR
Canal Rehabilitation	-
New Pipeline Construction	-
Pumping Stations	-
K-III Connection and Pumping	-
Rehabilitation/Replacement of Rising Mains	-
Water Treatment Plant	-
SCADA, Metering and Communications	-
Solar PV Plant	-
Other Costs	-
Taxes, Custom Duties and other Fees	-
<b>Total Construction Cost</b>	-
EPC related Contingencies	-
EPC related Insurance	-
Design, Supervision and Project Management	-
<b>Total EPC Cost</b>	-
Project Contingencies	-
Project Insurance	-
<b>Total Project Cost</b>	-
Description	%
Local Sponsors	0%
Foreign Sponsors	0%

### F3-13: Shareholding Composition

Description	%
Local Sponsors	0%
Foreign Sponsors	0%

### F3-14: Cashflow Statement

Operational Years	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Revenue	2,450,181,815	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less:																
Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Variable O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Debt Service Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Debt Service Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cashflow Available for Dividends</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

### F3-15: Sponsor Equity Calculation

Local Equity Cashflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Equity Cashflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Local Equity</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Foreign Equity</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

### F3-16: Applicable Taxes

Description	Rate	Comments

Note: The above table needs to be filled in by the Bidder based on the Tax Report submitted as part of the Financial Model

**F2-10: Sources and Uses**

Use of Funds	PKR
EPC Cost	-
Contingencies	-
Insurance	-
Other Non-EPC Costs	-
Development, Consultancy and Advisory	-
Independent Appointees Cost	-
Interest During Construction	-
Financing Fees	-
<b>Total</b>	-
<b>Sources of Funds</b>	<b>PKR</b>
Local Debt	-
Foreign Debt	-
Local Equity (including Local Currency Shareholder Loans)	-
Foreign Equity (including Foreign Currency Shareholder Loans)	-
GoS Equity Amount	-
<b>Total</b>	-
<b>Total Equity Excluding GoS Equity Amount</b>	-

- Input to be provided by bidders
- Input to be provided by [Grantor] based on market data
- Output

Notes:

- (1) In respect of equity of the Foreign Sponsor (defined in Volume I/RFP) above, the amount should be less than or equal to seventy percent (70%) of the total equity (excluding VGF)
- (2) For the purposes of converting the Foreign Equity in PKR, please use the Reference Exchange Rate stated in sheet F3-F Service Payment and NPV
- (3) The total amount of Foreign Debt and Foreign Equity should not exceed the PKR equivalent of USD 35,000,000 (United States Dollars Thirty Five Million Only)

**F2-12: Project Cost**

Description	PKR
Camp Rehabilitation	-
New Pipeline Construction	-
Pumping Stations	-
K-III Connection and Pumping	-
Rehabilitation/Replacement of Rising Mains	-
Water Treatment Plant	-
SCADA, Metering and Communications	-
Solar PV Plant	-
Other Costs	-
Taxes, Custom Duties and other Fees	-
<b>Total Construction Cost</b>	-
EPC related Contingencies	-
EPC related Insurance	-
Design, Supervision and Project Management	-
<b>Total EPC Cost</b>	-
Project Contingencies	-
Project Insurance	-
Other Non-EPC Costs	-
Development, Consultancy and Advisory	-
Independent Appointees Cost	-
Interest During Construction	-
Financing Fees	-
<b>Total Project Cost</b>	-

**F2-13: Shareholding Composition**

Description	%
Local Sponsors	0%
Foreign Sponsors	0%

**F2-14: Cashflow Statement**

Operational Years	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Revenue	2,514,660,283	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less: Tax	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fixed O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Variable O&M	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Debt Service Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Debt Service Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Cashflow Available for Dividends</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Check:	FALSE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE

**F2-15: Sponsor Equity Calculation**

Local Equity Cashflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Foreign Equity Cashflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Local Equity</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Foreign Equity</b>	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

**F2-16: Applicable Taxes**

Description	Rate	Comments

Note: The above table needs to be filled in by the Bidder based on the Tax Report submitted as part of the Financial Model



## **PART 3**

# **BIDDING DOCUMENTARY REQUIREMENTS**

## BIDDING DOCUMENTARY REQUIREMENTS

No.	DOCUMENT	REQUIREMENTS <sup>17</sup>	
		LOCAL ENTITY	FOREIGN ENTITY
1.	LETTER OF TECHNICAL PROPOSAL AND LETTER OF FINANCIAL PROPOSAL	To be dated, signed by the authorized representative, <del>duly witnessed, and</del> <u>duly stamped (PKR 100/-) and witnessed with the Company's stamp and witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses.</u>	To be dated, signed by the authorized representative and to be <del>adequately adhesive</del> <u>duly stamped when brought into Pakistan with the Company's stamp duty of PKR 100/- and witnessed by two (2) male witnesses or one (1) male and two (2) female witnesses.</u>
2.	FORM OF BID SECURITY	To be issued by Acceptable Bank; and dated, signed by an authorized representative <u>of the relevant bank</u> and duly stamped (PKR 500/-).	To be issued by Acceptable Bank; and dated, signed by an authorized representative <u>of the relevant bank</u> and duly stamped (PKR 500/-).  <u>The Bid Security issued by a foreign bank should be counter-guaranteed / confirmed from a local bank in Pakistan.</u>
3.	POWER OF ATTORNEY	To be dated; witnessed; notarized <u>by notary public</u> ; duly stamped (PKR 200/-); signed by an authorized representative; and in the language as required under the Instructions to Bidders.	To be dated; witnessed; signed by an authorized representative; <u>and adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 200/-.</u>  <u>The Power of Attorney executed and issued overseas will have to be notarized by the notary public and;</u>  <u>(i) attested by the Pakistani Embassy / Consulate in the country where the Power of Attorney is issued and</u>

<sup>17</sup> Under the Laws of Pakistan (Qanun-e-Shahdat Order, 1984), the minimum witnessing requirement mandates the presence of either two males, or one male and two females to witness, ~~for all instances of witnessing in financial matters.~~

			<p><del>attested by the Pakistan Embassy / Consulate and executed. In case a person in Pakistan is being appointed as an attorney pursuant to the Power of Attorney, the Power of Attorney, once brought into Pakistan, will also be required to be attested by Ministry of Foreign Affairs, Pakistan; and adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 200/-or</del></p> <p><u>(+) (ii) subject to applicable laws of the country where Power of Attorney is executed, authenticated by an apostille under the Apostille Convention.</u></p>
4.	UNDERTAKING	To be dated; signed by the authorized signatory; witnessed; duly stamped (PKR 100/-); and in the language as required under the Instructions to Bidders.	<p>To be in the English language and in compliance with the requirements under the Instructions to Bidders; <del>notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan; and to be, dated, signed by the authorized signatory, witnessed, and</del> adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-/-.</p> <p><u>For an Undertaking issued overseas, the same will have to be notarized by notary public and:</u></p> <p><u>(i) attested by the Pakistani Embassy / Consulate in the country where the Undertaking is issued; or</u></p>

			<p><del>(i)(ii) subject to be dated; signed by the authorized signatory; and witnessed</del><u>applicable laws of the country where the Undertaking is executed, authenticated by an apostille under the Apostille Convention.</u></p>
5.	INTEGRITY PACT	To be dated and signed by the authorized representative.	To be dated and signed by the authorized representative.
6.	AFFIDAVIT	To be dated; notarized <u>by notary public</u> and verified by Oath Commissioner, signed by the authorized signatory; witnessed; duly stamped (PKR 100/-); and in the format as required under the Instructions to Bidders.	<p>To be in the English language and in compliance with the requirements under the Instructions to Bidders; <del>notarized by the notary public in the country where it is issued and attested by the Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan; and to be, dated; signed by the authorized signatory; witnessed; and</del> adequately adhesive stamped when brought into Pakistan with a stamp duty of PKR 100/-/-.</p> <p><u>For an Affidavit executed and issued overseas, the same will have to be notarized by notary public and:</u></p> <p><u>(i) attested by the Pakistani Embassy / Consulate in the country where the Affidavit is executed; or</u></p> <p><u>(ii) subject to be dated; signed by the authorized signatory; and witnessed; applicable laws of the country where Affidavit is executed, authenticated by an apostille under the Apostille Convention.</u></p>



# **PART 4**

## **ANNEXURES**

## ANNEXURE A – ELIGIBILITY CRITERIA FOR PROPOSED CONTRACTORS

A Technical Proposal received from Bidder, shall only be considered if all the following information / components have been provided and the requirements herein are satisfied:

*In case any document / information furnished is in a language other than English, it will need to be accompanied by an English translation (duly notarized by ~~Notary Public~~notary public and: (i) attested by Pakistan Embassy / Consulate and, once brought into Pakistan, should be attested by Ministry of Foreign Affairs, Pakistan); or (ii) subject to applicable laws of the country where English translation is issued, authenticated by an apostille under the Apostille Convention. In case of any discrepancy, the English translation shall prevail.*

### ➤ **REGISTRATION WITH TAX AUTHORITIES**

The Proposed Contractor must possess a valid registration certificate from the income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable. Valid NTN certificate(s) and tax returns filed for last three (3) years are to be attached and relevant sales tax certificate, if applicable.

For foreign entities, a tax certificate of their country and tax returns filed for last three (3) years should be submitted.

### ➤ **NO CONFLICT OF INTEREST**

The Proposed Contractor may be considered to be in a conflict of interest if it, *inter alia*, participated as a consultant in the preparation of the design or technical / commercial / financial / legal specifications for the works and / or services for the Project, for the purposes of preparation of the RFP, that are the subject of this Bidding Process.

In case there is no conflict, the Proposed Contractor shall provide evidence in the form of an affidavit to this effect in the form and substance attached as Bidding Form T6 (*Format of Affidavit by Proposed Contractor*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP.

In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by ~~Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan~~notary public and:

(i) attested by the Pakistani Embassy / Consulate in the country where the Affidavit is executed; or

(ii) subject to applicable laws of the country where Affidavit is executed, authenticated by an apostille under the Apostille Convention

### ➤ **NON-BLACKLISTING**

The Proposed Contractor shall provide evidence, in the form of an affidavit (in the form and substance attached as Bidding Form T6 (*Format of Affidavit by Proposed Contractor*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP of non-blacklisting by its employers, 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 (e.g. World Bank, Asian Development Bank, United Nations, International Monetary Fund etc.) as at the Bid Submission Date.

In case the affidavit is issued by a foreign entity, outside Pakistan, such affidavit will have to be duly notarized by ~~Notary Public and attested by Pakistan Embassy / Consulate and Ministry of Foreign Affairs, Pakistan-notary public and:~~

~~(i) attested by the Pakistani Embassy / Consulate in the country where the Affidavit is executed; or~~

~~(ii) subject to applicable laws of the country where Affidavit is executed, authenticated by an apostille under the Apostille Convention.~~

➤ **ELIGIBLE COUNTRIES**

The Proposed Contractor shall be incorporated in / have nationality of an Eligible Country. A Proposed Contractor shall be deemed to have the nationality of an Eligible Country, if the Proposed Contractor is a national of that country; or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.



**ANNEXURE B – EVALUATION CRITERIA**

**(I) TECHNICAL EVALUATION CRITERIA**

Along with the requirements set out in the Instructions to Bidders and the information required pursuant thereto, this section will be used to determine whether a Bid is technically compliant to the requirements of the RFP. In case, a Bidder intends to undertake the works and / or services itself, such Bidder shall be required to submit the relevant information regarding its experience as per the requirements set out below.

NO.	DESCRIPTION	COMPLIANCE WITH RFP REQUIREMENTS	DETAIL TO BE EVALUATED
1	Suitable relevant project experience with specific details of the Proposed EPC Contractor	Yes/No	<p>Proposed EPC Contractor (or a Bidder (including a Consortium Member), in case the Bidder (or the relevant Consortium Member) intends to undertake the relevant engineering, procurement and construction works for the Project itself) must have undertaken engineering, procurement and construction works for at least:</p> <ul style="list-style-type: none"> <li>(i) one (1) water supply or sanitation project which include one (1) pipeline of 5 km with minimum diameter of 600 mm;</li> <li>(ii) one (1) water supply project which include canal new execution or rehabilitation, with more than 10 km length and with a design flow of at least 20 MGD <u>or one (1) large dam following the ICOLD (International Commission of Large Dams) definition, or one (1) hydropower project of 25 MW or more, that includes a spillway chute, a forebay or diversion structures;</u></li> <li>(iii) one (1) water pumping station installation, new execution or rehabilitation, with a design flow of at least 20 MGD;</li> <li>(iv) one (1) water filtration or sewage treatment or wastewater treatment or desalination plant, new execution or rehabilitation, having a design flow of at least 20 MGD; and</li> </ul>

			<p>(v) in case solar PV plant is proposed in the Technical Proposal, one (1) solar PV plant, with a minimum capacity of 5 MW.</p> <p><b>Net worth Requirements:</b></p> <p>A Proposed EPC Contractor shall be required to satisfy the following net worth requirements and submit the relevant supporting documentation, such Proposed EPC Contractor shall have a Net Worth of at least USD 40,000,000/- (United States Dollars Forty Million only), based on latest financial statements calculated pursuant to Sub-Section 6.5.5 of Instructions to Bidders.<sup>18</sup></p>
2	Suitable relevant project experience with specific details of the Proposed O&M Contractor	Yes/No	<p>Proposed O&amp;M Contractor (or a Bidder (including a Consortium Member), in case the Bidder (or the relevant Consortium Member) intends to undertake the relevant operations and maintenance works for the Project itself) must have undertaken operations and maintenance works for at least:</p> <p>(i) one (1) water supply or sanitation project which include one (1) pipeline of 5 km with minimum diameter of 600 mm and with a design flow of at least 10 MGD;</p> <p>(ii) one (1) water supply project which include canal with more than 5 km length and with a design flow of at least 10 MGD <u>or one (1) large dam following the ICOLD (International Commission of Large Dams) definition, or one (1) hydropower project of 25 MW or more, that includes a spillway chute, a forebay or diversion structures;</u></p> <p><u>Bidders to note that in case the aforesaid criteria is not met by an entity, a Proposed O&amp;M Contractor will be permitted to engage at least 2 individuals meeting the aforesaid</u></p>

<sup>18</sup> Bidders to note that Net worth of the Proposed EPC Contractors, in case of a consortium, shall be determined on a consolidated basis.

			<p><u>canal experience (“Canal Expert”). In such case the Proposed O&amp;M Contractor will be responsible for the obligations of the Canal Experts. The Canal Experts will be part of the Proposed O&amp;M Contractor.</u></p> <p>(iii) one (1) water pumping station with a design flow of at least 10 MGD;</p> <p>(iv) one (1) water filtration/sewage treatment/wastewater treatment/desalination plant having a design flow of at least 10 MGD; and</p> <p>(v) in case solar PV plant is proposed in the Technical Proposal, one (1) solar PV plant, with a minimum capacity of 5 MW.</p>
			<p><b>Net worth Requirements:</b></p> <p>A Proposed O&amp;M Contractor shall be required to satisfy the following net worth requirements and submit the relevant supporting documentation, such Proposed O&amp;M Contractor shall have a Net Worth of at least USD 20,000,000/- (United States Dollars Twenty Million only), based on latest financial statements calculated pursuant to Sub-Section 6.5.5 of the Instructions to Bidders.<sup>19</sup></p>
3	Suitable Technical Project Methodology/ Approach	Yes/No	<p>Bidding Form T7 (<i>Technical Project Methodology / Approach</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T7 (<i>Technical Project Methodology / Approach</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Understanding of the scope of works;</li> <li>- Proposed technical approach /</li> </ul>

<sup>19</sup> Bidders to note that Net worth of the Proposed O&M Contractors, in case of a consortium, shall be determined on a consolidated basis.

			<p>methodology to achieve compliance with C&amp;O Activities requirements and the offered values during O&amp;M Period, showing the rationale behind the technical proposal made;</p> <ul style="list-style-type: none"> <li>- Technical evaluation on the proven and reliable technologies offered for each component of the Project. Redundancy approach to ensure the system availability.</li> <li>- Risk management approach and proposed mitigation actions;</li> <li>- Value engineering approach;</li> <li>- Project management approach; reporting during C&amp;O Period.</li> </ul>
4	Suitable Operation & Maintenance Plan and Procedures	Yes/No	<p>Bidding Form T8 (<i>Operation &amp; Maintenance Plan and Procedure</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T8 (<i>Operation &amp; Maintenance Plan and Procedure</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Approach and procedures considered when outlining the Management, Operation &amp; Maintenance (MOM) plan;</li> <li>- Approach towards overall asset management;</li> <li>- Control philosophy proposed to optimize efficiencies;</li> <li>- Project Management approach; reporting during O&amp;M Period.</li> </ul>
5	Implementation Schedule suitable to PCOD target date	Yes/No	<p>Bidding Form T9 (<i>Implementation Schedule</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p>

			<p>Bidding Form T9 (<i>Implementation Schedule</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Activities defined in detail for each component of the Project and aligned with C&amp;O Activities and O&amp;M Activities methodology;</li> <li>- Activities sequenced in a consistent way, including dependencies that may require a lead or a lag to define the logical relationship;</li> <li>- The duration of the activities is adequately estimated to meet Project milestones;</li> <li>- The implementation schedule is aligned with the resources defined in other Bidding Forms.</li> </ul>
6	List of Manufacturers of Main Equipment	Yes/No	<p>Bidding Form T10 (<i>List of Manufacturers of Main Equipment</i>) provided Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T10 (<i>List of Manufacturers of Main Equipment</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- The list of manufacturers of the minimum main equipment has been provided;</li> <li>- The proposed manufacturers are of recognized prestige and have proven technical solutions.</li> </ul>
7	Suitable Schedule of Equipment & Technology Suppliers	Yes/No	<p>Bidding Form T11 (<i>Schedule of Equipment &amp; Technology Suppliers</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p>

			<p>Bidding Form T11 (<i>Schedule of Equipment &amp; Technology Suppliers</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Estimated lead time for equipment delivery is aligned with the Bidding Form T9 (<i>Implementation Schedule</i>).</li> </ul>
8	Suitable Organization & Staffing	Yes/No	<p>Bidding Form T12 (<i>Organization &amp; Staffing</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T12 (<i>Organization &amp; Staffing</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Organization chart is provided, and the allocated resources are aligned with the Bidding Form T9 (<i>Implementation Schedule</i>);</li> <li>- The list of key personnel has been provided, and it is aligned with the organization chart. The adequacy and experience of the proposed staff will be considered.</li> </ul>
9	Suitable Quality Control Practices & Procedures	Yes/No	<p>Bidding Form T13 (<i>Quality Control Practices &amp; Procedures</i>) provided Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with of Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T13 (<i>Quality Control Practices &amp; Procedures</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Alignment of the quality control practices and procedures with the Project requirements and international</li> </ul>

			<p>best practices;</p> <ul style="list-style-type: none"> <li>- Alignment of the quality control practices and procedures with the international standards. ISO 9001 certification provided.</li> </ul>
10	Suitable Health & Safety Plan and Procedures	Yes/No	<p>Bidding Form T14 (<i>Health &amp; Safety Plan and Procedures</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T14 (<i>Health &amp; Safety Plan and Procedures</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Adequacy of the health and safety approach and procedures to be implemented, and alignment with the Bidding Form T9 (<i>Implementation Schedule</i>);</li> <li>- Health and safety management approach, reporting during C&amp;O Period and O&amp;M Period.</li> </ul>
11	Suitable Methodology/Approach for the Environmental & Social Management Plan and Procedures	Yes/No	<p>Bidding Form T15 (<i>Methodology/Approach for the Environmental &amp; Social Management Plan and Procedures</i>) provided in Part 2 (<i>Bidding Forms</i>) of Volume I (<i>Bidding Procedure</i>) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II (<i>Technical Specifications</i>) of the RFP.</p> <p>Bidding Form T15 (<i>Methodology/Approach for the Environmental &amp; Social Management Plan and Procedures</i>) submitted by a Bidder shall be assessed based on the requirements set out in the RFP, including the following parameters:</p> <ul style="list-style-type: none"> <li>- Proposed approach and procedures is complete, has been developed specifically for the Project and is aligned with the Bidding Form T7</li> </ul>

			<p><i>(Technical Project Methodology / Approach)</i> and the Bidding Form T9 (Implementation Schedule);</p> <ul style="list-style-type: none"> <li>- The environmental and social management plan is compliant with relevant international best practices and the applicable Laws;</li> <li>- Adequacy of the proposed monitoring procedure for the plan;</li> <li>- Alignment of the Environmental and Social Management Plan with the international standards. ISO 14001 certification provided.</li> </ul>
12	Suitable Other Technical Data Submission	Yes/No	Bidding Form T16 ( <i>Other Technical Data Submission</i> ) provided in Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II ( <i>Technical Specifications</i> ) of the RFP.
13	Project References of Proposed EPC Contractor	Yes/No	Bidding Form T17 ( <i>Project References of Proposed EPC Contractor</i> ) provided in Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II ( <i>Technical Specifications</i> ) of the RFP.
14	Project References of Proposed O&M Contractor	Yes/No	Bidding Form T18 ( <i>Project References of Proposed O&amp;M Contractor</i> ) provided in Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP, prepared as per the requirements specified therein and in compliance with Volume II ( <i>Technical Specifications</i> ) of the RFP.
15	Net Worth Requirements of Proposed Contractors	Yes/No	Bidding Form T19 ( <i>Net Worth Requirements of Proposed Contractors</i> ) provided in Part 2 ( <i>Bidding Forms</i> ) of Volume I ( <i>Bidding Procedure</i> ) of the RFP.

**(II) FINANCIAL EVALUATION CRITERIA**

KW&SB / TFEC shall evaluate the presence and completeness of all the supporting Bidding Forms and other documentation / information required to be submitted by a Bidder with the Financial Proposal, as per the requirements set out in the Instructions to Bidders.



A Bidder whose Bid has been determined the Best Evaluated Bid in terms of lowest Bid Price, shall be declared the Successful Bidder.

The Bid Price shall be calculated as per the following formula:

$$\text{Bid Price} = \text{NPV of Service Payments} + \text{GoS Equity Amount}$$

The Bid Price is calculated solely for the purpose of the evaluation and comparison of Bids and does not represent the actual payments that will be made by GoS to the Company in terms of the Concession Agreement.

**Note:** Capitalized terms (including the abbreviations) used in herein, shall have the meaning given to them in the Concession Agreement (including appendix 8 of the Concession Agreement).

## METHODOLOGY FOR CALCULATION OF NPV OF SERVICE PAYMENT

### 1.1 Methodology

1.1.1 The NPV of Service Payment shall be calculated in accordance with the formulae set out in Sub-Section 1.3 (*Determination of the NPV of Service Payment*) below.

1.1.2 To standardise the calculation of the NPV of Service Payment, the Bidder is required to complete the relevant Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP (using the Microsoft Excel file); using the underlying assumptions as set out in the Sub-Section 1.2 (*Assumptions for Calculations of Required Values*) below.

### 1.2 Assumptions for Calculation of Required Values

1.2.1 NPV of Service Payment will be calculated as the net present value of the annual payments in C&O Period and Operating Period under the Concession Agreement, as defined in Sub-Section 1.3 (*Determination of the NPV of Service Payment*) below, using the formulae outlined below, the Availability Payment and Output Payment calculation formulas set out in the relevant forms present in Bidding Form ~~F3F2~~ (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP (using Microsoft Excel File).

1.2.2 Indexation of charge rates and the relevant payments will be calculated in accordance with the relevant Microsoft Excel file of the relevant Bidding Forms set out in Bidding Form ~~F3F2~~ (*Financial Forms*;) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, based on the following assumptions:

- (a) Growth rate of National Consumer Price Index / N-CPI of Pakistan: 9% p.a.
- (b) Growth rate of Electricity Price: 9% p.a.
- (c) Exchange rate variation (USD:PKR): 9% p.a.
- (d) KIBOR variation: 0% (constant local floating rate)
- (e) ~~LIBORSOFR~~ variation: 0% (constant foreign floating rate)

1.2.3 The following reference values will be used for evaluation (and should be assumed in the

Bidder's model):

- (a) Reference Inflation Rate: ~~483.35~~235.23
- (b) Electricity Price: ~~3839~~ PKR / kWh
- (c) Reference Exchange Rate: 1 USD = TT selling rate for USD expressed in PKR, as published by the National Bank of Pakistan, prevailing seven (7) Business Days before the Bid Submission Date (e.g., 17<sup>th</sup> November 2022, based on the Bid Submission Date specified in the RFP). The rate can be accessed from <https://www.nbp.com.pk/RATESHEET/index.aspx>
- (d) Reference KIBOR: ~~15.91~~23.09%
- (e) Reference ~~LIBOR: 3.01~~SOFR: 5.50%

#### 1.2.4 Calculation of Projected Available Net Water Output, Net Water Output and Projected Electricity Consumption During C&O Period

1.2.4.1 To calculate the Projected Available Net Water Output for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should assume the Contracted Availability during the C&O Period after deducting for Outages by the Bidder as per below assumptions:

##### **Contract Year 1:**

- (a) Unplanned Outages: Summer Period -  $LCW_{p_{ns}} * 1,818,436 m^3$  and Winter Period -  $LCW_{p_{nw}}^U 1,818,436 m^3$
- (b) Planned Outages: Winter Period -  $LCW_{p_{nw}}^P 909,218 m^3$

##### **Contract Year 2 (6 months period):**

- (c) Unplanned Outages: Summer Period -  $LCW_{p_{ns}} * 909,218 m^3$  and Winter Period -  $LCW_{p_{nw}}^U 909,218 m^3$
- (d) Planned Outages: Winter Period -  $LCW_{p_{nw}}^P 454,609 m^3$

1.2.4.2 To calculate the Net Water Output for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should calculate Projected Available Net Water Output as detailed above, and deduct Allowable NRW at 25%

1.2.4.3 To calculate the Projected Electricity Consumption for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should calculate Net Water Output as detailed above, and use the Contracted Specific Net Electricity Consumption kWh/m<sup>3</sup> at 0.35.

#### 1.2.5 Calculation of Projected Available Net Water Output, Net Water Output and Projected Electricity Consumption During Operating Period

1.2.5.1 To calculate the Projected Available Net Water Output for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should assume the Contracted Availability during the Operating Period after deducting for Outages (i.e., (i)  $LCW_{p_{ns}}$ ; (ii)  $LCW_{p_{nw}}^P$ ; and  $LCW_{p_{nw}}^U$ ) provided by the Bidder in its Bid.

1.2.5.2 To calculate the Net Water Output for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should calculate Projected Available Net Water Output as detailed above and deduct Allowable NRW provided by the Bidder in its Bid.

1.2.5.3 To calculate the Projected Electricity Consumption for the purposes of determination of NPV of Service Payments, in Contract Year “n”, the Bidder should calculate Net Water Output as detailed above, and use the Contracted Specific Net Electricity Consumption. The Contracted Specific Net Solar Generation provided by the Bidder will be deducted from the Projected Electricity Consumption to determine the electricity that is consumed from the Electricity Supplier.

1.2.5.4 Note that during the preparation of Bids, for the Operating Period Bidders should ensure that the Allowable NRW and the Outages do not exceed the caps as provided below:

- (a) Allowable NRW at 4%
- (b) Outages (*i.e.*: (i)  $LCW_{pns}$  at  $909,218m^3$  (ii)  $LCW_{pnw}^P$  at  $909,218m^3$  and (iii)  $LCW_{pnw}^U$  at  $909,218m^3$ )
- (c) Contracted Specific Net Electricity Consumption kWh/m<sup>3</sup> at 0.30

### 1.3 Determination of the NPV of Service Payment

The NPV of Service Payments will be determined during the Concession Period as per the formulae provided in the relevant form present in Bidding Form **F3F2** (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP (using Microsoft Excel file), which is as follows:

$$NPV_{SC} = \sum_{n=1}^{16.5} (SPW_n / ((1+r)^n))$$

where:

$SPW_n$  = Total Service Payment in Contract Years (in PKR)

$n$  = Contract Year, including Construction Contract Year, *i.e.*, 1 and 1.5, and Operating Contract Year, *i.e.* 2.5,3.5,4.5,5.5,6.5....16.5. Operating Contract Year assumed to start after two years of Commencement Date.

$r$  = Annual discount rate (10%)

The Total Service Payments (SPW) for each Contract Year will be calculated as per the formulae provided in the relevant form present in Bidding Form **F3F2** (*Financial Forms*) of Part 2 (*Bidding Forms*) of Volume I (*Bidding Procedure*) of the RFP, which is as follows:

$$SPW = AW_n + BW_n + CW_n + DW_n$$

where:

$SPW_n =$  Total Service Payment in Contract Years (in PKR)

$AW_n =$  Capital Cost Recovery Payment (in PKR) in Contract Year “n”  
excluding Contract Year 1 and 1.5

$BW_n =$  Fixed O&M Cost Recovery Payment (in PKR) in Contract Year “n”  
excluding Contract Year 1 and 1.5

$CW_n =$  Electricity Consumption Payment (in PKR) in Contract Year “n”

$DW_n =$  Variable O&M Cost Recovery Payment (in PKR) in Contract Year “n”

**ANNEXURE C – FORM OF C&O PERFORMANCE SECURITY**

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SEE APPENDIX 6 OF THE CONCESSION AGREEMENT FOR THE FORMAT OF C&O PERFORMANCE  
SECURITY