

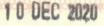
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THIS AGREEMENT (hereinafter referred to as the "Agreement") is made at Karachi on this day, 26 th February 2021.

BY AND BETWEEN

Thar Coal & Energy Board, Government of Sindh, having its principal office at 1st Floor, State Life Building No. 3, Opposite CM House, Dr. Ziauddin Ahmed Road, Karachi, (hereinafter referred to as the "Client" or the "Procuring Agency");

AND

The Joint Lead, comprising the following members (the "Consultants"):

- 1. KPMG TASEER HADI & CO., a partnership firm, having its registered office and principal place of business at Sheikh Sultan Trust, Building No. 2, Beaumont Road, Karachi (hereinafter referred to as "KPMG" the "Joint Lead" or "Financial Consultant");
- 2. Bridge Factor Private Limited, a company incorporated under the laws of Islamic Republic of Pakistan, and having its principal place of business at 1st Floor, Kalim Plaza Plot No. 3 - A/1, Kaghan Road, F-8 Markaz, Islamabad 44000, Pakistan and a branch office located at 2nd Floor, Plot No. 23-E Karga Building, 2nd Commercial Lane, Phase 5, DHA, Karachi, ... Pakistan (hereinafter referred to as "Bridge Factor", the "Joint Lead" or "Financial Consultant and Member in Charge");

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

WHEREAS:

- A. The Client is desirous for the provision of consultancy services (hereinafter referred to as "Services") for Assistance of Thar Coal Tariff Determination Committee (TCTDC) In Determination of COD Stage Tariff For 3.8 MTPA Mine of M/S Sindh Engro Coal Mining Company (SECMC)" (hereinafter referred to as the "Assignment") initiated by the Client, details of which are given in the Client's Letter No TCEB/(A&F)/1-18/2020/5019 dated January 14, 2021 (hereinafter referred to as the "Letter of Acceptance"). Terms of Reference as per RFP dated June 17, 2020 (hereinafter referred to as the "RFP") issued by the Client are reproduced in Schedule A (Terms of Reference) to this Agreement.
- B. The Consultants, complying with the RFP have associated with other consulting firms (designated as "Sub-Consultants," as detailed in Schedule H) and these are to be led by the Joint Lead, are hereby appointed to provide the Services on the terms and conditions as set out herein. The Consultants hereby agree to provide the Services and undertake the Assignment as per the terms and conditions set out in this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. Definitions

- 1.1 In this Agreement, unless the context indicates otherwise, the following words and expressions shall have the following meanings unless inconsistent with the context:
 - "Applicable Laws" means all applicable laws (federal and provincial), ordinances, regulations, judgments and orders of any competent court, central bank or governmental agency, authority in any relevant jurisdiction within the Islamic Republic of Pakistan, and such other laws as may be applicable;
 - "Consultants" shall have the meaning as described thereto in the Preamble above;
 - "Consultant Member Liability Cap" shall have the meaning ascribed thereto in Clause 16.2 (c)
 - "Agreement" means this agreement executed between the Client and the Consultants and includes all the schedules attached thereto;
 - "Assignment" shall have the meaning ascribed thereto in the Recitals;
 - "Assignment Team" means the persons described under Clause 13 of the Agreement, subject to changes arising from the negotiations;
 - "Business Day" means any day other than Saturday and Sunday or public holiday in the Islamic Republic of Pakistan or the province of Sindh, on which banks in Pakistan are generally open for business;
 - "Client" shall have the meaning ascribed thereto in Preamble above;
 - "Client's Liability Cap" shall have the meaning ascribed thereto in Clause 16.2 (d)
 - "Confidential Information" means any information:
 - (a) determined by the Client to be privileged or confidential;
 - (b) discussed in closed session by the bid evaluation panel;
 - (c) which, if disclosed, would violate a person's right to privacy;

(d) declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in the relevant Freedom of Information Ordinance, 2002 of the Islamic Republic of Pakistan;

Provided that Confidential Information shall not include such information, which has been excluded in terms of Section 16.3

"Deliverables" means those deliverables as set out in Schedule D;

"Effective Date" shall be the signing date of the Agreement

"Fee" shall have the meaning ascribed thereto in Clause 6.1;

"Financial Proposal" shall mean the financial proposal submitted by the Consultants on July 2, 2020;

"Joint Lead" means the Consultants, i.e. KPMG and Bridge Factor, authorized to (i) coordinate and liaise with the Client, to manage sub-contracted consulting firms, and to undertake the project management aspect of the engagement

(ii) undertake responsibility to the Client for execution of the entire Scope of Work;

"Parties" means the Client and the Consultants;

"Proposal" means the Consultants' response to the Client in respect of the carrying out of the Services submitted on July 21, 2020 with respect the RFP;

"Services" shall have the meaning ascribed thereto in Recitals above;

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

"SPP Rules" shall mean the Sindh Public Procurement Rules, 2010;

"Sub-Consultants" means any person or entity to whom/ which the

Consultants subcontract any part of the Services (as provided in Schedule

H)

"Termination Date" means any date of termination of the Agreement in accordance with Clause 16.8.1 of the Agreement;

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

2. Interpretation of this Agreement

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

- 2.1 References to the provisions of any law shall include such provisions as amended, reenacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under the Agreement;
- 2.2 References to clauses, sub-clauses, schedules and attachments are references to the clauses, sub-clauses, schedules and attachments of the Agreement;
- 2.3 The headings of clauses, sub-clauses, schedules and attachments are included for convenience only and shall not affect the interpretation of the Agreement;

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7. Project Administration

- Any notice, request, or consent made by either Party pursuant to this Agreement shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, or facsimile to such Party at the address specified in the Agreement.
- 7.2 The Client shall provide prompt written notice to the Consultants whenever the Client observes or otherwise becomes aware of any matter, which may substantially affect the Consultants' performance of Services under this Agreement.
- 7.3 The Client shall have unrestricted access to all plans, drawings, specifications, designs, reports, presentations and other documents produced by the Consultants during the term of this Agreement and submitted to the Client for the purposes of the Assignment. The Consultants, shall not later than 15 days, deliver five (05) copies of all such documents to the Client upon request from the Client.

8. Warranties

- 8.1 The Client represents and warrants to the Consultants that it has the necessary authorization, mandate and capacity to award the Assignment to the Consultants pursuant to this Agreement.
- 8.2 Each member of the Consultants represents and warrants that:
- (a) It is duly organized and validly existing under the Applicable Laws, and that it has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (b) It has the necessary power under the Applicable Laws to execute, deliver and perform this Agreement;
- (c) This Agreement and all obligations contained herein constitutes its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof;
- (d) It has the financial standing and capability to undertake the Assignment;
- (e) It is subject to the Applicable Laws;
- (f) The execution, delivery and performance of this Agreement does not and shall not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum and articles of association or any of its constitutive and corporate charters, filings with government authorities, documents, or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or orderto which it is a party or by which it or any of its properties or assets is bound or affected;
- (g) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it under the Applicable Laws before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (h) No representation or warranty made by it herein or in any other document furnished by it to the Client contains any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty misleading;
- (i) Each member of the Consultants shall be severally liable for the performance of its Services under this Agreement;
- (j) That it has the necessary professional, intellectual and material resources to undertake their respective parts of the Scope of Work or Services in connection with the Assignment as set out in this Agreement; and

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(k) It shall abide by the terms of the Agreement and that it shall perform their respective parts of work professionally and according to the international best practices.

9. Communication

- 9.1 All significant communication between the Parties shall be in writing delivered through some established credible medium including email but all Deliverables shall be sent to the Client in hard copy form with three (03) number of copies.
- 9.2 All communication of a substantive nature between the Parties shall be sent to the respective key contact persons in addition to any other person(s) or official(s) the Parties to the Agreement may wish to notify or to whom it is necessary and obligatory to send that communication.
- 9.3 The respective key contact persons for communication shall be:

For Client	For Consultants
Name:	Name: Amina Ansari
Pervaiz Ahmed Shaikh	
Designation: IT officer	Designation: Manager Consulting
TISTICA	(Bridge Factor (Pvt) Limited)
Address:	Address: E-23, 2 nd Floor, Kargha
1st floor, Slave life Builden	Building, 2 nd Commercial Lane,
No.3. Dr. Ziauddin A. Road. Opp. cm House	Zamzama, Clifton
Telephone: 99207528-29/0345247698	Telephone: +92 213 5302160 -61
Fax: 99207534	Fax: +92 213 5875872
Email: Pervaiz Shaikhe gmail Com	Email: amina@bridgefactor.com

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

10. Reporting

The Consultants' reporting will be based on Deliverables as described in **Schedule D** to this Agreement. The Deliverables will be prepared solely in connection with, and for use in accordance with, the terms of this Agreement. The Joint Lead will report exclusively and directly to the Client.

- 10.1 If, in carrying out the agreed Scope of Work, the Consultants becomes aware of any matters outside the agreed scope that the Consultants considers to be of importance to the Assignment, the Consultants will bring these to the attention of the Client. The Parties may, after mutual consultation, change the Scope of Work, if so needed, in the manner set out in 6.2 of this Agreement.
- 10.2 The Consultants shall provide the Client with the Deliverables described in **Schedule D** during the course of the Assignment. 10.3 The outcome of the Project shall be to complete the Assignment as per the agreed Scope of Work as set out in **Schedule A**.
- In order to confirm that the Consultants' reports address all the matters within the agreed Scope of Work, the Consultants will submit a draft of its reports to the Client for its comments prior to issuing it in final form which shall be reviewed by the Client within fifteen (15) Business Days from the submission date of the same. If the Client does not raise any objection(s) or provide comments within the set period of fifteen (15) Business Days, the same shall be deemed to have been approved by the Client. However, if the Client has any comments thereon and the same have been raised and communicated to the Consultants within the set time limit of fifteen (15) Business Days, the Consultants shall respond to such comments and/or incorporate or address such comments and re-submit the draft Deliverable to the Client. The Client may request for a time extension for the above on the basis that the same has been communicated to the Consultants. The Client shall be required to review the revised draft Deliverable within seven (7) Business Days from the submission date of the

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- 2.4 Reference to "Agreement", shall include the Agreement and its schedules, attachments as amended, varied, notated or substituted in writing from time to time;
- 2.5 Words importing the singular shall include the plural and vice versa, and words importing either gender or the neuter shall include both genders and the neuter, and 'person' shall include both corporeal and incorporeal entities.

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

This Agreement shall come into force and become effective on the Effective Date. The Consultants shall begin carrying out the Services on the Effective Date.

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

4. Agreement to Provide Services

- 4.1 With effect from the Effective Date, the Client appoints the Consultants for the purpose of carrying out the Assignment and the provision of the Services stated in the Scope of Work as detailed in Schedule A attached hereto (the "Scope of Work") and the Consultants agrees to such appointment for such consideration as set out in Clause 6 below. The Client agrees that specified portions of the Scope of Work have been distributed among the members of the Consultants.
- 4.2 Any work performed by the Consultants in connection with the Assignment before the date of this Agreement shall also be governed by the terms and conditions of this Agreement.
- 4.3 In the event the Client is unable to honor any or all Deliverables despite the Consultants' provision of Services, the Client is liable to compensate the Consultants for the Services performed, as per **Schedule E** of the Agreement.

5. Scope of Work

- 5.1 The Services to be provided by the Consultants under this Agreement are based on the terms of reference as set out in **Schedule A**.
- 5.2 The Services to be provided by the Consultants will be limited to such services set out in **Schedule A**, unless otherwise agreed in accordance with Clause 6.2.
- 5.4 The Client acknowledges, understands and accepts the Scope of Work and the Services and that the Joint Lead shall have overall responsibility for providing Services in accordance with this Agreement

6. Fee

- 6.1 The Parties have agreed that the fee inclusive of all applicable taxes for this Assignment shall be PKR 22,000,000/- (Pakistan Twenty-Two Million only) ("Fee") payable on completion of the milestone achievements as laid out in Schedule E. Other related terms with respect to payment of Fee or any part thereof and expenses are also set out in Clause 12 and Schedule E
- 6.2 If the Client seeks to vary the Scope of Work, the Parties shall discuss such matters mutually and any changes to the Scope of Work will be agreed between the Parties in writing, subject to mutual agreement on change in Fee and the respective timelines for completion, which will be subsequently recorded by way of an amendment to this Agreement. Any amendment to the Scope of Work or Services shall only become effective once the Parties have mutually agreed to revise the Fee as a result of such amendment subject to Applicable Laws and regulations and the revised time period that will be required to provide the additional services and recorded the same by way of an amendment to the terms of this Agreement.

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same. If the Client does not raise any objection(s) or provide comments within the set period of seven (7) Business Days, the same shall be deemed to have been accepted by the Client for the purposes of achievement of the Deliverables as set down in **Schedule D** and the Consultants will be entitled to (i) issue the final versions of the relevant deliverables; and (ii) raise an invoice for and receive payment for completion of such Deliverable in accordance with **Schedule E**.

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

11. Access

- 11.1 The Client agrees that it shall notify the Joint Lead as soon as practicable of any change in any material information previously made available to the Joint Lead or the Consultants which comes to the attention of the Client.
- 11.2 The Joint Lead will provide to the Client, information in relation to the Project that it obtains during the term of this Agreement, but shall not be under any obligation, to provide such information, the disclosure of which would breach any law, any regulation of any governmental supervisory or regulatory authority, the terms of any agreement to which the Consultants or any member thereof are/is a party, or any duty of confidentiality that the Consultants or any member thereof owes to a third party.
- 11.3 Any information provided by the Client shall be validated by the Consultants who shall inform the Client of any discrepancies or deficiencies in the same before relying on such information. The Consultants may not be held responsible or liable if any information material to their task which was provided by the Client is withheld or concealed or fraudulently represented to it.
- 11.4 The Client shall provide guidance and assistance (including any necessary approvals), in the establishment of the liaison and obtaining relevant information/ studies from the concerned governmental agencies, consultants and other stakeholders. In case of absence or non-availability of such information, however, the Consultants shall, with the prior intimation to the Client, rely mainly on its own sources of information, in which case, the Consultants shall not be responsible for the completeness and accuracy of information. It is however, agreed by the Consultants that only authenticated information shall be relied upon, that is, if the information is either signed by the agency concerned or if it is issued/made public with the approval of the same. The Consultants may rely on any instructions or requests made or notices given, or information supplied in writing (including email), by any person that it knows to be authorized by the Client for such purposes.
- 11.5 The Client acknowledges and irrevocably confirms that any information provided by the Client to the Consultants in relation to the works being performed under the Scope of Work that has been accepted by the Client as being the relevant information to be applied in respect of the Assignment and accordingly the Consultants will not be liable for any defects, errors and/ or omissions in the provision of the Services by the application of such information and the utilization of such information specifically provided by the Client.

12. Payment to Consultants

- 12.1 The Consultants shall submit its invoices to the Client in a format agreed between the Parties.
- 12.2 The Client shall compensate the Consultants for Services rendered under the Agreement in accordance with the Clause 6 and Consultants' Time Plan Schedule, attached under **Schedule** C to this Agreement.

- 12.3 Subject to the terms and conditions of this Agreement, all payments due by the Client to the Consultants shall be paid within 15 Business Days from the date of receipt of invoice by the Client.
- 12.4 The Fee or any part thereof (as per the invoice raised in accordance with this Agreement) shall be paid through demand drafts or crossed cheques in favor of individual members of the Consultants, in PKR in accordance with **Schedule E** to this Agreement.

13. Assignment Team

- 13.1 The Parties shall, immediately after the Effective Date, form an assignment team ("Assignment Team"), which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Consultants to the Client.
- 13.2 The Assignment Team shall be composed of the following:
 - (a) Officers appointed by the Client;
 - (b) An authorized representative of the Joint Lead representing the Consultants, who shall act on behalf of and have the authority to bind the Consultants
 - (c) Such other members of the Consultants as appointed by the Consultants.
- 13.3 The functions of the Assignment Team shall be as follows:
 - (a) To facilitate communication between the Parties;
 - (b) To review the progress on the implementation of the Agreement;
 - (c) To manage and resolve potential disputes; to monitor and maintain alignment with institutional policy and strategy;
 - (d) To achieve the Agreement's objectives within agreed scope, time, cost and quality;
 - (e) To provide advice and consent on scope variation;
 - (f) To provide feedback to relevant stakeholders.

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

13.4 Except as the Client may otherwise agree, no changes shall be made in the Assignment Team. If for any reason beyond the reasonable control of the Assignment Team, it becomes necessary to replace any of the team members, the Assignment Team shall provide as a replacement a person of equivalent or better qualifications, subject to the approval of the Client. The Client may require the Consultants to remove and replace any staff member, stating reasons for such action. Detail of the Assignment Team is attached in **Schedule B** to this Agreement.

14. Obligation of the Parties

- 14.1 The Client undertakes:
 - (a) to remunerate the Consultants for the Services in a timely manner in accordance with the terms and conditions set out in this Agreement;
 - (b) to use its reasonable endeavors to ensure that the Consultants has timely and adequate access to all information, personnel and documentation available to the institution that will be required by the Consultants to render the services;

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- (c) to inform the Consultants of any information or developments which may come to their attention during the duration of the Agreement, which might have a bearing on or be relevant to the Services to be provided by the Consultants;
- (d) to co-operate with the Consultants (to the extent reasonably requested and possible for it) at all times for the purposes of facilitating a timely and efficient delivery of the Services;
- (e) to obtain all necessary approvals (as detailed in clause 11.4) in order to facilitate the Consultants in meeting obligations related to Scope of Work

14.2 The Consultants undertakes:

- (a) to perform the Services using reasonable skill and care in accordance with applicable professional standards;
- (b) to devote the necessary time and attention to providing the Deliverables, as set out in the Deliverables schedule, and not engage in any business or activity that will prevent the Consultants from providing the Services;
- (c) to maintain, at all times, the highest degree of good faith towards the Client and to ensure that no conflict of interest materializes, and in the event of a conflict of interest arising, to immediately advise the Client of the same. The Parties shall seek to resolve any conflict as quickly as possible, however, in the event that the matter cannot be resolved within thirty (30) days the Client or the Joint Lead may refer the matter for dispute resolution in terms of Clause 16.17 of this Agreement. A deliberate failure by the Consultants to inform the Client of any conflict of interest shall amount to a material breach of the Agreement and may entitle the Client to terminate the Agreement forthwith;
- (d) to render the Services in accordance with the Scope of Work, Deliverables, timeframes and specifications, as set out in the Deliverables schedule, annexed hereto, as amended by written agreement of the Parties;
- (e) that all actions and commitments agreed upon or pursuant to the Assignment Team meetings or Agreement, will be adhered to;
- (f) to provide the Client with any information and reports reasonably requested by the Client in connection with the Services to the extent that the same are covered in the Scope of Work, and which information the Consultants warrants to be accurate and complete;
- (g) to maintain the professional personnel as committed to by the Consultants in its Proposal (as mentioned in Schedule F) throughout the life of this Agreement.;
- (h) to observe neutrality and objectivity in its views and opinions; and
- (i) to respect and observe all Applicable Laws.

15. Overall Limitation of Liability

(a) In no event shall the Consultants or the Client be liable to the other or to either's agent or subcontractor or to any third party for any consequential, special, incidental or indirect losses or damages (including loss of future profits) for any reason, whether arising in contract, warranty, tort, negligence, strict liability or otherwise. Such waiver of consequential loss or damages does not apply to (a) the Consultants' or the Client's obligations, to the extent provided hereunder, to indemnify each other from third party liability for consequential losses

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or damages directly arising from bodily injury or property damage or (b) to the Consultants' or the Client's obligations, to pay any amounts, costs, or damages that are expressly provided for and set forth in the Agreement.

16. Miscellaneous

16.1 Assignment and Charges:

- (a) The Consultants shall not assign this Agreement or any part hereof except with prior consent in writing of the Client, which consent the Client shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Joint Lead to delegate any part of the Scope of Work to members of the Consultants.
- (b) Except as provided herein, neither the Client nor the Consultants may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other Party. However, any member of the Consultants may assign its rights and obligations hereunder to any affiliate that is a successor in interest to all or substantially all of the assets or business, with prior notification in writing to the Client.
- (c) This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to any third-party rights. No third party shall have any right to enforce or rely on any provision of this Agreement, which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly, except such third party rights which have been given or been conferred upon them through any legislation. No Consultant member shall be deemed to be a third party for the purposes of this clause.

16.2 <u>Liability and Indemnity</u>:

- (a) Each member of the Consultants hereby severally indemnifies, defends and holds the Client harmless against any losses, damages and all proceedings, actions and third party claims arising out of a breach by such member of the Consultants of any of its obligation under this Agreement except to the extent that any such losses, damages, proceedings, actions and claims have arisen due to Client breach of this Agreement. Provided that the maximum liability on account of indemnity under this Clause shall be subject to Clause (c) below.
- (b) The Client will indemnify, defend and hold harmless the Consultants and its members against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of a breach by the Client, its officers, servants and agents of any obligations of the Client under this Agreement except to the extent that any such claim has arisen due to the event of Consultants' default, breach of this Agreement or negligence. Provided that the maximum liability on account of indemnity under this Clause shall be subject to Clause (d) below.
- (c) Notwithstanding anything to the contrary contained in this Agreement but subject to the immediately succeeding sentence, the Parties agree that the obligations and liabilities of each member of the Consultants shall be separate and that each member's total liability to the Client for all claims of any kind as a result of breach of contract, delays, warranty, tort, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from the member of the Consultants' Services, Scope of Work or Deliverables, including any indemnities under the Agreement, shall be on a separate basis and shall not in any case exceed one hundred percent (100%) of the aggregate of Fees received by such member of the Consultants from the Client (the "Consultants Member Liability Cap").
- (d) Furthermore, notwithstanding anything to the contrary contained in this Agreement but subject to the immediately succeeding sentence, the Parties agree that the Client's total liability to the Consultants for all claims of any kind as a result of breach of contract, delays, warranty, tort, strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from the Services, Scope of Work or Deliverables, shall in no case exceed one hundred percent (100%) of the aggregate of Fees (the Client's Liability Cap).

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Notwithstanding the above, the Client's liability shall not be limited, and no credit shall be issued against the Clients Liability Cap, for any loss or damage arising out of or connected with the Client's willful misconduct, gross negligence and fraud.

16.3 Confidentiality:

- (a) Neither Party shall during the term of this Agreement ("Receiving Party"), without the prior written consent of the other Party ("Disclosing Party"), disclose any proprietary or Confidential Information relating to the Assignment, this Agreement or the business or operations of the Disclosing Party to anyone other than those persons who are connected to the Receiving Party and who are required or authorized to have access to such information. Except to the extent otherwise required by Applicable Law or applicable professional standards, the Parties' obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Client; (b) was known to either the Client or the Consultants or had been previously possessed by the Client or the Consultants without restriction against disclosure at the time of receipt thereof by the Client or the Consultants; (c) was independently developed by the Client or the Consultants without violation of this Agreement; or (d) the Client and the Consultants agrees from time to time to disclose. Each Party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information as it exercises to protect its own Confidential Information, except to the extent that Applicable Law or professional standards impose a higher requirement. Notwithstanding anything contained in this Agreement, the Joint Lead shall be at liberty to disclose all information as may be required to the members of the Consultants.
- (b) The Consultants may retain, subject to the terms of this paragraph, copies of the Client's Confidential Information required for compliance with professional standards (applicable on them) or internal policies. If either Party receives a validly issued administrative or judicial demand requiring it to disclose the other Party's Confidential Information, such party shall provide prompt written notice to the other Party of such demand in order to permit such Party to seek a protective order. So long as the notifying Party gives notice as provided herein, the notifying Party shall thereafter be entitled to comply with such demand to the extent permitted by Applicable Law, subject to any protective order or the like that may have been entered in the matter.
- (c) Clauses 16.3(a) and (b) above shall not apply to any of the information that the Consultants are required by Applicable Laws.
- (d) The obligation to maintain the confidentiality of information shall survive the termination of this Agreement for a period of two (2) years, but will not apply to Confidential Information which was in the public domain prior to being disclosed by the Receiving Party and has come into the public domain other than as a result of being divulged by the Receiving Party.

16.4 Ownership of Material and Intellectual Property:

- (a) Any information provided by the Client to the Consultants and any studies, reports and documentation and reports produced by the Consultants in performance of the Services and Deliverables set out in this Agreement (hereinafter referred to as the "Materials") shall belong to and remain the property of the Client, when delivered. However, the Consultants may retain a copy of such documents and software.
- (b) Upon termination of the Agreement for any reason whatsoever, the Consultants must return to the Client all Materials in its possession which belong to the Client. The Joint Lead may retain single copies as may be required pursuant to Clause 16.3(b).

16.5 Fraud and Corruption:

If the Client determines that the Consultants' and/ or their personnel, sub-contractors, sub consultants, services providers and suppliers have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Agreement, then the

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Client may, after giving 14 (fourteen) days' notice to the Consultants, terminate the Consultants' employment under the Agreement, and may resort to other remedies including blacklisting/ disqualification as provided in SPP Rules. Any personnel of the Consultants who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Agreement, shall be removed in accordance with clause 16.22 of this Agreement.

16.6 Governing Law and Jurisdiction:

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

16.7 Waiver:

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

16.8 Term, Termination and Survival

16.8.1 Term:

The appointment of the Consultants in terms of this Agreement shall automatically terminate upon completion of the Services as per the Scope of Work under **Schedule A** or upon expiration of a period of twenty four (24) months from the date of signing of this Agreement, whichever comes earlier ("**Termination Date**"). During the stated period, the Consultants shall complete the Assignment and provide the Services to the Client. In the event the Assignment is not completed within the agreed time due to delay on the part of the Consultants, the Joint Lead shall request the Client for reasonable extensions with necessary justifications from the Consultants and the Client shall have the right to grant such extensions as it may deem appropriate.

In the event of Assignment is not completed within the agreed due to delay on the part of the Client (i.e. additional work, delay in payments by the Client etc.), the Joint Lead shall request the Client for reasonable extensions with necessary justifications from the Consultants and the Client shall grant such extension in time as it may deem appropriate.

16.8.2 Termination by Client

The Client may terminate this Agreement in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Joint Lead (on behalf of the Consultants), and forty-five (45) days' in the case of the event referred to in (e).

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

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Provided that if the Consultants does not remedy its failure in performance of their obligations under this Agreement within thirty (30) days (or such longer period as the Consultants may have subsequently approved in writing) after being notified in writing or within any further period as the Client may have subsequently approved in writing, the Client shall have the right to terminate this Agreement only to the extent of part of Services in relation to such Deliverables and continue to avail Services in relation to other Deliverable(s) under this Agreement.

- b) If any of the members of Consultants becomes insolvent or bankrupt.
- c) If any of the members of Consultants, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- d) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- f) If the Consultants fails to comply with any final decision reached as a result of arbitration proceedings.

16.8.3 Termination by Joint Lead (on behalf of Consultants)

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

- a) If the Client fails to pay any money due to the Consultants pursuant to this Agreement without Consultants fault
- b) Pursuant to Clause 16.28 (Good Faith) hereof within forty-five (45) days after receiving written notice from the Joint Lead that such payment is overdue.
- c) If, as the result of Force Majeure, the Consultants is unable to perform a material portion of the Assignment for a period of not less than sixty (60) days.
- d) If the Client fails to comply with any final decision reached as a result of arbitration proceedings.

16.8.4 Payment upon Termination

a) Upon termination of this Agreement by the Client under Clause 16.8.2 (d), (e) or upon termination by the Consultants under 16.8.3, the Fee due to the Consultants shall be returned separately to each member of the Consultants with respect to the of Services already performed.

16.8.5 Survival

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

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16.9 Amendments:

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

16.10 Notices:

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

16.11 Severability:

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

16.12 No Partnership:

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

16.13 Exclusion of Implied Warranties, etc.

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

16.14 No Representations:

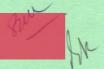
No Party may rely on any express, tacit or implied term, representation, promise, warranty or the like which allegedly induced that Party to enter into the Agreement, unless the term, representation, promise, warranty is recorded in the Agreement.

16.15 Counterparts:

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

16.16 Force Majeure:

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





performance of its obligations under the Agreement impossible or so impractical as to be considered impossible under the circumstances.

- (b) The failure of a Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event:
 - (i) is not negligent, has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Agreement; and
 - (ii) has informed the other Party as soon as reasonably practicable about the occurrence of such an event.
- (c) The occurrence of Force Majeure shall not relieve the Client from its obligation to make payment of the Fee.

16.17 Dispute Resolution:

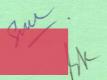
In the event of any controversy or claim arising out of or relating to this Agreement or the Scope of Work or Services, the Parties shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to the Parties. If the Parties fail to settle the controversy or claim at the expiration of thirty (30) days, the matter will be referred to sole arbitrator to be appointed by the Parties with mutual consent within fifteen (15) days from the date of receipt of a notice of arbitration served by any Party hereto. In case the Parties fail to agree on sole arbitrator within the prescribed period, the matter shall be referred to two (2) arbitrators, one to be appointed by each of the Parties to dispute and to an umpire to be appointed by the arbitrators before entering upon the reference. The sole arbitrator or the two (2) arbitrators and umpire shall proceed to arbitrate in accordance with and subject to the provisions of the Arbitration Act 1940 or any statutory modification or reenactment thereof for the time being in force.

The Parties agree that:

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

16.18 Consultants not to Benefit from Commissions, Discounts, etc.

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





16.19 No Breach of Agreement

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

16.20 Extension of Time

Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure, as provided with Clause 16.6 (c).

16.21 Joint Lead's Actions Requiring Client's Prior Approval

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

- a. Entering into a sub-contract for the performance of any part of the Assignment;
- b. Appointing such members of the personnel not listed by name in Schedule F;

\16.22 Removal and / or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Consultants, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Consultants' professional staff (as mentioned in Schedule F), the Joint Lead shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Client finds that any of the personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the personnel, then the Joint Lead shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- c) The Consultants' shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of Personnel.

16.23 Good Faith

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

17. General Provisions

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

Schedule A – Assignment (Terms of Reference)

Schedule B – Assignment Team

Schedule C - Time Plan Schedule

Schedule D – Deliverable Schedule

Schedule E – Fee Schedule

Schedule F – Professional Team

Schedule G – Integrity Pact

Schedule H – Sub-Consultants

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- 17.2 The Parties agree that the Client is the beneficiary, and that all supplemental agreements, disputes and other financial, legal and technical documents pertaining to the performance of this Agreement shall be processed through the Client.
- 17.3 The Parties agree that credit on all reports and other documents produced under this Agreement shall indicate that the work was conducted under funding provided by the Client.
- 17.4 The Parties shall cooperate and collaborate in the performance of their respective services in accordance with the Letter of Acceptance, and in accordance with the Scope of Work outlined under Clause 5. The Consultants shall perform its undertakings in full conformity with the provisions of this Agreement, and shall, at all time, to the extent possible for each Party, prevent any breach in respect thereof.
- 17.5 The Consultants agrees that it shall carefully, strictly, and specifically comply with each and every provision of this Agreement that relates to the confidential or proprietary information.
 - Further, the work products, including but not limited to, findings, observations, recommendations, system designs, source and object code(s) and procedures shall be deemed important, confidential and material and in the manner as described in this Agreement.
- 17.6 The Consultants or any of its employees shall not, at any time, either directly or indirectly, communicate to any other person, firm, corporation, or public entity in any manner whatsoever, any such confidential or proprietary information, data, or documents gathered, prepared, seen, or generated during the Assignment, except with the explicit permission of the Client.
- 17.7 The Client agrees that during the provision of the Services, and for a period of six month thereafter, it will not make any offer of employment to any partner / employee involved in the provision of the Services, without the prior written consent of the respective individual member of the Consultants, through the Joint Lead.
- 17.8 For the purposes of marketing and publicizing or selling services, and/or for the purposes of presentation to other clients or our internal use, the Joint Lead and their international affiliates and the other members of the Consultants may disclose that they have performed Services for the Client, in which event it may identify Client by name and will indicate only the general nature or category of such services and any details that have properly entered the public domain.

18. Entire Agreement

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

19. Exclusivity

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

20. Economic Price Adjustment

In order to adjust the Fee for inflation, a price adjustment provision is included if the contract has a duration of more than 18 (eighteen) months or if the inflation is expected to exceed 10% (ten) per annum. The adjustment will be made every 12 (twelve) months after the date of the Agreement for remuneration. Fee pursuant to the rates set forth in **Schedule** E shall be adjusted every 12 (twelve) months, (and, for the first time, with effect for the Fee earned in the 13th (thirteenth) calendar month after the date of the Agreement by applying the following formula:

 $R_l = R_{lo} \times (I_l/I_{lo})$

Where R_l is the adjusted Fee, R_{lo} is the Fee payable on the basis of the rates set forth in **Schedule E** for payable Fee, I_l is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{lo} is the official rate of inflation for the month of the date of the Agreement.

21. Conflict of Interest

The Consultants' shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. Further as stipulated in Clause 16.18, the Consultants are not to Benefit from Commissions, Discounts, and etc.

21.1 Consultants' and Affiliates not to be Otherwise Interested in the Assignment:

The Consultants' agree that, during the term of this Agreement and after its termination, the Consultants' and any entity affiliated with the Consultants, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultants' services for the preparation or implementation of the Assignment.

21.2 Prohibition of Conflicting Activities:

The Consultants' shall not engage and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Agreement.

22. Insurance

The Consultants' (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the Agreement; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

23. Accounting, Inspection and Auditing

The Consultants' shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Agreement, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

24. Performance Standard

The Consultants' undertake to perform the Services with the applicable industry standards of professional and ethical competence and integrity. The Consultants' shall promptly replace any employees assigned under this Agreement that the Client considers unsatisfactory. The Consultants' shall submit the Performance Security, in form of a pay order, for five percent (5%) of the total Fee. This Performance Security shall be released formally by the Client to the Consultants' upon submission of all the deliverables by the Consultants.'

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

FOR AND ON BEHALF OF THE CLIENT, Thar Coal & Energy Board, Government of Sindh

Name: Designation:

CNIC No.: 42501-5417242-5.

FOR AND ON BEHALF OF KPMG, Joint Lead



Signature:

Name: SACED AHMED KADAR

Designation: PARTNER

CNIC No.: 42000-0654843-1



FOR AND ON BEHALF OF Bridge Factor, Joint Lead and Member in Charge

Signature:	Sh. Huyo	

Name: SyED KHWAZA HUZAGA.

Designation: DIRECTOR

CNIC No .: 42301-0885572-1

1	OR (PRIVA)
FA	BRIDGE FACTOR CORPORATE STANDER & BUSINESS STRATEGY
OGE	BUSINESS STRATEGY
	AB # C

In the presence of witness: In the presence of witness:

Signature Maya Signature.....

Name Javaid Ah med Name SYED MAISAM ABBAC

Address Chritta Muhalla Ratadero, Larkana CNIC. 41204-9075658-7 Address FLATAH-S, MGC, BLK-17, Gulistin-e

CNIC 42501-0362164-1

SCHEDULES TO THE AGREEMENT

SCHEDULE A

Brief of the Project and Terms of Reference

		RFP	KPMG	Bridge	The second secon	ultants under	Joint Lead
0	Scope of Work – TCEB	Reference	KPWIG	Factor	Technical Consultant	Legal Consultant	IPP Expert
0.	Audit Consultancy Service				Consultant	Consultant	THE SHAPE DE
	The Audit Consultant shall thoroughly review, evaluate and						
	comment on and all supporting documents and conduct						
	verification of quantities and their costs incurred for the						
	project and perform all functions which the PA may request						
	them to perform in relation to the project. Such functions						
	shall include but shall not be limited to the following:						
		Para (5.1),					
		Section 5	-	~	-	~	
	the cost components at different stages. Particulars of project cost breakdown includes but not limited to:	(c), page					
1		42 Dama (5.1					
		Para (5.1 A),					
	EPC costs such as procurement and supplies, construction	Section 5			-		
		(c), page					
	and owners over burden removal;	42					
		Para (5.1					
		B),					
		Section 5					
		(c), page					
-B	Coal handling system, road construction, duties and taxes;	42					
		Para (5.1					
		C),					
	Non-EPC costs such as capital items, land, project	Section 5					
	development cost, company and sponsor cost, insurance	(c), page					
	during construction, legal and professional charges, effluent	42					
C	disposal pond, consultancy and studies;	D (5.1					
		Para (5.1					
		D), Section 5		,			
1-	Various fees and commissions paid during construction,	(c), page					
	financing fee and charges, interest during construction etc.	42					
		Para (5.2)					
	Conduct verification of reasonableness, justification and	Section 5					
	inspection of supporting documents for the incurrence of the	(c), page		•			
2	foregoing costs.	42					
		Para (5.3)	,				
		Section 5		,			
	Conduct verification and certification of cost statements and	(c), page					
3	proformas as maintained by the SECMC.	42					
		Para (5.4)	,				
		Section 5		~			
1	Convert allowable project cost denominated in foreign currency to PKR where applicable.	(c), page 42					
-	currency to FKK where applicable.	Para (5.5)					
		Section 5	,				
	Review key onshore and offshore contracts to ensure	(c), page	~	~			
5	compliance, verification of cost and payment to contractors.	42					
		Para (5.6)					
		Section 5		,			
		(c), page					
6	Review financing agreements and verify the financing costs.	42					
		Para (5.7)	,				
	Toot have managed and a stimute and a stimut	Section 5	~	~			
-	Test key management estimates and assumptions with	(c), page					
1	corroborative audit evidence and precedence.	42 Para (5.8)					
		Para (5.8) Section 5					
	Provide details of all assumptions, reasoning and valuations	(c), page		~			
8	used to arrive at specific recommendations.	42 42					
		Para (5.9)),				
		Section 5					
		(c), page					
9	Verification and recalculations of the indexations.	42					1
		Para					
		(5.10),					
		Section 5				-	
	Ensuring compliances with all applicable laws and guidelines and regulations.	(c), page 42					
				The second secon	THE RESERVE AND ADDRESS OF THE PARTY.	The second name of the second na	

		Para (5.11), Section 5 (c), page 42		•	•		•	
12	Determination of whether the various assumptions of the	Para (5.12), Section 5 (c), page 43		•		•	•	
	Ensuring that any other terms and conditions necessary for	Para (5.13), Section 5 (c), page 43				•	•	
	Netting off of liquidated damages, penalties, interest, and income actually recovered/ recoverable, pertaining to the construction period, with the project cost where applicable.	Para (5.14), Section 5 (c), page 43		•				
	Ensure that the financing fees, charges allowed in the Tariff Determination as a percentage should be claimed consistent to the applicable thresholds or the benchmark allowed and should be applied to the debt portion excluding the impact of interest during construction and all types of financing fees and charges including Sino sure fees.	Section 5	•	•				
	Provide necessary reports as per the schedule communicated along with reservations or qualifications or observations, or suggestions in relation to the foregoing.	Para (5.16), Section 5 (c), page 43	•	•				
17	Commenting on any inappropriate, inefficient, fraudulent or illegal content in the Tariff petition or supporting documents.	Para (5.17), Section 5 (c), page 43	•	•	•	•	•	
18	Conducting verification of contractors and employees of SECMEC including their salaries, wages and benefits;	Para (5.18), Section 5 (c), page 43	•			•		
19	Carry out all activities necessary or incidental to any of the foregoing functions or any other work assigned by the PA.	Para (5.19), Section 5 (c), page 43		•				
20	Attending hearings and meetings, as requested by the PA, in connection with the evaluation of the Tariff Petition and Determination;	Para (5.20), Section 5 (c), page 43		•				
21	Preparing reports of its findings and proposing appropriate drafts of the relevant sections of the Determination, each in a manner and form specified by the PA;	Para (5.21), Section 5 (c), page 43	,	•		•		
22	The Audit Firm will provide justifications and calculations used, as well as a detailed explanation for the methodology used in arriving at specific recommendations for the Determination.	Para (5.22), Section 5 (c), page 43	•					
23	Providing professional services, specialist advice and integrated solutions, financial advisory services and technical assistance with respect to the evaluation of the Tariff Petition and Determination to be issued by TCEB;	(c), page 43						(
24	Based on the due-diligence review and the necessary input received from SECMC, the Audit Firm will evaluate and review financial model prepared by SECMC. Engineering Consultancy Services	Para (5.24), Section 5 (c), page		•				
	g and a second s						;	1
	s PDF document was edited with Icecream PDF Editor. grade to PRO to remove watermark view, evaluate and comment on all supporting documents submitted by SECMC from a technical perspective, and perform all other functions as may be reasonably requested by the PA which functions				•			

	shall include hot not be limited to do C. II.				
	shall include but not be limited to the following:				
		Para (a),			
	Verifying the over burden (OB) and coal volumes in relation	Section 5			
	to the mine through inter alia 3-dimensional terrain	(d), page		•	
	modelling;	44			
		Para (b),			
		Section 5		,	
	Verifying consumables including diesel, lubes, spare parts,	(d), page			
(b)	tyres etc.;	44			
		Para (c),			
		Section 5		,	
		(d), page			
(c)	Physically verifying machinery and dewatering pumps;	44			
		Para (d),			
	Varifying working hours of machinems and deveatoring	Section 5		~	
	Verifying working hours of machinery and dewatering pumps;	(d), page 44			
(u)	pumps,	Para (e),			
		Section 5			
		(d), page		~	
(e)	Verifying dewatering volumes.	44			
(-)		Para (f),			
		Section 5			
	Conducting verification of infrastructure including buildings,	(d), page		~	
(f)	roads, power, water, sewage etc.	44			
		Para (g),			
		Section 5		_	
	Conducting verification of land acquisition and re-settlement	(d), page			
(g)	in relation to the mine.	44			
	Creating 3-dimensional digital terrain model of the excavated				
	coal mine and removed over burden material and coal off-site	Section 5			
(j)	The Consultant may use latest 3D mapping technology	(d), page		•	
	involving mapping drone using minimum 8 Ground Control	44			
	Points (GCP) using Real-time kinematic (RTK) positioning.				
	Accuracy: 1cm + 1 ppm RTK Horizontal Accuracy				
	1.5cm + 1 ppm RTK Vertical Accuracy				
	Ground Sample Distance (GSD) < 2 cm/pixel				
	2 cm piner				
	Drone: DJI Phantom 4 RTK or Yuneec Tornado H920 Plus of	r			
	equivalent				
	0.0 0.40				
	Software: Pix4Dmapper, Agisoft Photoscan or Autodesk				
	Recap photo or equivalent				

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SCHEDULE B

Assignment Team Composition of the Steering Group

S. No.	Name of Person (Anyone of the Two)	Address	E-mail
1	M. G. JAI JV J	Sheikh Sultan Trust Building No. 2,	11 101
1.	1. Mr. Saeed Ahmed Kadar	Beaumont Road, Karachi, Pakistan	saeedahmed@kpmg.com
2.	Syed Khwaja Huzaifa	2 nd Floor, plot # 23-E,	huzaifa@bridgefactor.com
		Lane, Phase 5, DHA, Karachi, Pakistan	

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SCHEDULE C

Time Plan Schedule

S. No.	Deliverables	Time Schedule
1.	Satisfactory Submission of Inception Report	7 days after Mobilization
2.	Site Survey and Geological Report	15 days after Mobilization
3.	Satisfactory Report related to Coal Extraction, Dewatering & OB Removal	25 days after Mobilization
4.	Satisfactory report related to Quantity and working hours of site equipment's, site consumables (diesel, lubes, spare parts, Tyres, etc.) and other related cost (including salary, insurance etc.)	35 days after Mobilization
5.	Satisfactory report over cost structure that includes EPC, Non – EPC cost etc.	45 days after Mobilization
6.	Satisfactory report after vetting of listed contracts and agreements from legal consultant	55 days after Mobilization
7.	Upon submission of satisfactory final recommendation report 60 days after Mobilizat	
8.	Estimated Assignment Duration	Two (02) Months

Note:

The timelines listed above are tentative and are based on the RFP document. They are understood to be subject to the timely provision of necessitated information and the obtainment of approvals. The timelines are dependent on the satisfactory obtainment of information and the provision of necessary approvals and reviews.

SCHEDULE D

Deliverable Schedule

S. No.	Deliverables			
1.	Inception Report			
2.	Site Survey and Geological Report			
3.	Report related to Coal Extraction, Dewatering & OB Removal			
4.	Report related to Quantity and working hours of site equipment's, site consumables (diesel, lubes, spare parts, Tyres, etc.) and other related cost (including salary, insurance etc.)			
5.	Report over cost structure that includes EPC, Non – EPC cost etc.			
6.	Report after vetting of listed contracts and agreements from legal consultant			
7.	Final recommendation report			

Note:
1. The deliverables listed above are based on the RFP document.

SCHEDULE E

Milestone Payment Schedule

S. No.	Deliverables	Payment Schedule	Tax Inclusive Fee (PKR)
1.	Inception Report	5%	1,100,000
2.	Site Survey and Geological Report	10%	2,200,000
3.	Report related to Coal Extraction, Dewatering & OB Removal	10%	2,200,000
4.	Report related to Quantity and working hours of site equipment's, site consumables (diesel, lubes, spare parts, Tyres, etc.) and other related cost (including salary, insurance etc.)	10%	2,200,000
5.	Report over cost structure that includes EPC, Non – EPC cost etc.	15%	3,300,000
6.	Report after vetting of listed contracts and agreements from legal consultant	20%	4,400,000
7.	Final recommendation report	30%	6,600,000
10.	Total	100%	22,000,000

Note:
1. The deliverables and payment schedule listed above are based on the RFP document.

SCHEDULE F

Professional Team

S. No.	Person	Position	Consultant Firm/ Contractor
1.	Yasar Najib	Project manager / Team Leader	Bridge Factor
2.	Saeed Ahmed Kadar	Professional Auditor	KPMG
3.	Ammad Riaz	IPP Expert	Independent Contractor
4.	Syed Khwaja Huzaifa	Financial Analyst / Specialist	Bridge Factor
5.	Syed Qaisar Ali	Valuation expert / Civil engineer	Techno-Consult International
6.	Shams Kharrik	Mining Engineer	Techno-Consult International
7.	Aqeel Kidwai	Surveying Specialist	Techno-Consult International
8.	Faheem Ahmed Khan	Site Surveyor	Techno-Consult International
9.	Muhammad Furqan	Site Surveyor	Techno-Consult International
10.	Amina Ahmed	Legal Expert	Axis Law

Note: 1. The Positions listed above are based on the RFP document. The Persons listed above are based on the Technical Proposal in response to the RFP document

SCHEDULE G

Integrity Pact (As per the RFP)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

Contract Number:

Dated:

Contract Title: Assistance of Thar Coal Tariff Determination Committee (TCTDC) In Determination of COD Stage Tariff For 3.8 MTPA Mine of M/S Sindh Engro Coal Mining Company (SECMC)

KPMG Taseer Hadi & Co. hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing **KPMG Taseer Hadi & Co.** represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

KPMG Taseer Hadi & Co. certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

Name of Buyer: Thar Coal & Energy Board, Government of Sindh	Name of Seller/ Supplier: KPMG Taseer Hadi & Co.
Signature (with Seal):	Signature (with Seal): Chartered Accountants O

Integrity Pact (As per the RFP)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN

Contract Number:

Dated:

Contract Title: Assistance of Thar Coal Tariff Determination Committee (TCTDC) In Determination of COD Stage Tariff For 3.8 MTPA Mine of M/S Sindh Engro Coal Mining Company (SECMC)

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

Without limiting the generality of the foregoing **Bridge Factor** (**Pvt**) **Ltd.** represents and warrants that it has fully declared the brokerage, commission, fee 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 consultations 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.

Bridge Factor (Pvt) Ltd. certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

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

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

Bridge Factor (Pvt) Ltd.
Signature (with Seal): COR (PRILATE) COR (PRILATE) COR (PRILATE) COR (PRILATE) CORPORATE PRIMARE CORPORATE PRIMAR

SCHEDULE H

Sub-Consultants

- 1. Techno-Consult International Pvt, having its registered office at 37-K, Block 6, PECHS, Karachi (hereinafter referred to as "Techno-Consult" or the "Technical Consultant"); and
- **2. Axis Law Chamber**, a legal firm having its registered office at 5-S, Gulberg II, Lahore, (hereinafter referred to as "ALC" or the "Legal Consultant"); and
- 3. Mr. Muhammad Ammad Riaz, an individual holding CNIC No. 61101-1788971-5 (hereinafter referred to as "Ammad" or the "IPP Expert");

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