

BEFORE THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY
ISLAMABAD

Petition No. _____ / 2019

SINDH TRANSMISSION & DISPATCH COMPANY (PRIVATE) LIMITED

APPLICANT / PETITIONER.....

PETITION FOR TRANSMISSION LICENCE FOR PROVINCIAL GRID
COMPANY PURSUANT TO SECTION 18-A OF THE NEPRA ACT READ
WITH NEPRA LICENSING (APPLICATION & MODIFICATION
PROCEDURE) REGULATIONS, 1999

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**PETITION FOR TRANSMISSION LICENCE FOR PROVINCIAL GRID
COMPANY PURSUANT TO SECTION 18-A OF THE NEPRA ACT READ
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PROCEDURE) REGULATIONS, 1999**

1. That the Sindh Transmission & Dispatch Company (Private) Limited (the **Petitioner / STDC**) is a registered with Securities & Exchange Commission of Pakistan (SECP) under Companies Ordinance 1984, wholly owned by Government of Sindh (**GoS**) and engaged in the business of provision of catering the need of extra high voltage electric power infrastructure.
2. That the Petitioner is duly certified under the Certificate of Incorporation and its Memorandum and Articles of Association are attached at (**Annex – A**).
3. That the GoS has established the Petitioner for evacuation of 100 MW electricity from Sindh Nooriabad Power Company (Pvt.) Limited (**SNPCL**) and Sindh Nooriabad Power Company Phase-II (Pvt.) Limited (**SNPCL-II**) to K-Electric (**KE**).
3. That the NEPRA Authority granted a Transmission Licence to the Sindh Transmission & Dispatch Company (Pvt.) Limited (**STDC**) (**Annex – B**) in terms of Section 19 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997 (the "**NEPRA Act**") and the applicable documents to construct, own, maintain and operate specified transmission facilities with carrying capacity of 100 MW connecting the generating facilities to the STDC Transmission Facilities of approximately 95 KM length from SNPCL and SNPCL - II, to KDA Scheme 33 Grid Station of K-E at Karachi (**Transmission Facilities**).

II. TRANSMISSION LICENSE OF THE PETITIONER

1. That the NEPRA Authority granted generation licences to SNPCL and SNPCL-II (collectively referred as "**Generation Facilities**") for the construction, ownership and operation of the Generation Facilities through Determination No. [PAR-147/SNPCL-2015] dated July 15, 2015.

2. That the GoS through the Petitioner planned that the electric power generated from the Generation Facilities will be supplied to KE through the Petitioner dedicated transmission lines and for the purpose the Petitioner has designed, engineered, procured and constructed Transmission Facilities and is now operating and maintaining the said Transmission Facilities.
3. That the NEPRA Authority accepted the petition of the STDC under Section 19 of the NEPRA Act and was pleased to grant a Special Purpose Transmission License No. SPTL/02/2015 dated 17th December 2015 to the Petitioner (the "SPTL License").
4. That the SPTL Licence is granted to the Petitioner in terms of Section 19 of the NEPRA Act and the applicable documents to construct, own, maintain and operate specified transmission facilities connecting the Generating Facilities to the Transmission Facilities.

III. SUCCESSFUL OPERATION OF TRANSMISSION FACILITIES

1. That the Petitioner with its professional team is efficaciously operating the Transmission Facilities under its SPTL License granted by NEPRA Authority. The detailed profile of the experience of the Petitioner, its management staff and its members in the electric power industry are placed at (Annex-C)
2. That the Petitioner is dispatching, evacuating and transmitting electricity from Nooriabad Power Plants which are built, owned and operated on Public Private Partnership (PPP) basis between private party and the GoS.

IV. PETITIONER AS PROVINCIAL GRID COMPANY (PGC)

1. That in the meanwhile, the NEPRA Act has been amended through Regulation of Generation, Transmission and Distribution of Electric Power (Amendment) Act 2018 enacted on 30.04.2018 (Amendment Act). That pursuant to Section 18A of the Amendment Act, the NEPRA Authority may grant a license authorizing a company owned by a Provincial Government to engage in the transmission of electric power within the territorial limits of such Province subject to meeting the defined eligibility criteria (Annex – D).

2. That Section 18A of the Amendment Act provides as follows:

"18A, Provincial Grid Company- (1) The Authority may, subject to the provisions of this Act and after such enquiry as it may deem appropriate, grant a license authorizing a company owned by a Provincial Government to engage in the transmission of electric power within the territorial limits of such Province, subject to such conditions as it may impose:

provided that only one such license shall be granted for each Province at any one time.

3. That now the GoS through the Petitioner has decided to apply for the new transmission licence for a Provincial Grid Company License, which will cater for following and future projects;

- (i) Cater for the Keti Bandar-Gharo-Jhimpir wind corridor (170 X 60 KM2) (**Wind Corridor Project**) that has the potential to generate 50,000 MW power but insufficient national transmission grid capacity is severely hampering development and exploitation of this huge natural resource. Government of Sindh shall construct a new provincial transmission network in the wind corridor to harness wind power potentials. The proposed new network would complement national grid capacity and provides carrier facility and wheeling service to all potential investors interested in the development of wind corridor.
- (ii) Employ a combination of major and micro transmission grid model for wind corridor for initial supply of electricity to bulk consumers in Nooriabad industrial area, KE and other bulk buyers. The proposed model may comprises construction of 500 KVA 4-bundle double circuit transmission line along wind corridor; 500 KV junction grid in Nooriabad and further transmission of power to the existing grids like KE Gharo grid, Gadap grid, Maymar grid or HESCO/SEPCO grids for onward power.
- (iii) Dedicatedly transmits clean electricity being generated in the country's only wind corridor in Thatta - Jhimpir area of the Province.

4. That the Provincial Grid Company shall serve as the cornerstone of the GoS's energy policy being pursued to harness the massive potential the province had to produce clean electricity, given its untapped renewable resources of power generation.
5. That the Petitioner may after the transmission licence construct a new provincial transmission network in the wind corridor to harness wind power potentials and would complement national grid capacity and further provides carrier facility and wheeling service to all potential investors interested in the development of wind corridor.
6. That the Petitioner is filing this Petition under Amendment Act and request NEPRA Authority to approve its Petition for Transmission License for the Provincial Grid Company.
7. That following are the technical parameters for incorporation in the License:
 - (i) Map and the layout of the Transmission Line within the Province is attached (**Annex- E**).
 - (ii) **PGC shall carry out following transmission and grid activities amongst others;**
 - (a) Construction of new Transmission Lines of 132kV and 220kV in Jhimpir area for evacuation of power from Wind Power Plants (WPPs).
 - (b) Construction of new Grid Stations of 132kV and 220kV in Jhimpir area for evacuation of power from Wind Power Plants (WPPs).
 - (c) Carrying out the operation and maintenance of all the associated transmission lines and grid stations in Jhimpir area.
 - (d) Construction of 132kV 02 Grid Stations and 01 132kV Double Circuit Transmission Line of 25kms approximately to supply power to

Pumping Station 1 & Pumping Station 2 of KWSB K-IV Power Project.

(e) Carrying out operation and maintenance of K-IV Power project as mentioned in Para D above.

(f) Operation and maintenance of Nooriabad / KE Transmission Line.

(iii) **The Transmission System and Transmission Facilities owned and operated by the PGC shall be as follows:**

(a) Currently STDC owns 132kV special purpose Transmission Line from SNPC to K-Electric KDA Grid Station having length of 95.5 kms. The operation and maintenance of this line is also being carried out by STDC itself.

(b) After the establishment of PGC the first target of the Company will be the construction of new grids and transmission lines in Jhimpir area to resolve the long pending issue of evacuation of power.

(c) All the above parameters will vary from project to project and technical limits and specifications can only be established immediately after the establishment of PGC.

V. COMPETENCE OF THE PETITIONER FOR SETTING UP A PROVINCIAL GRID COMPANY

1. That the eligibility criteria for setting up a Provincial Grid Company under Section 18b of the Amendment Act is as follows:

“The eligibility criteria for grant of license as a Provincial Grid Company shall be prescribed and shall include, without limitation:

(a) Minimum solvency requirements; and

(b) Minimum technical and human resource requirements.”

2. That the Provincial Grid Company is wholly owned by the GoS whereas it has committed and guaranteed to meet its financial and operational requirements. The minimum solvency requirements are guaranteed and assured by GOS (Annex – F).
3. That the GoS has sanctioned Rs. 50 Million for undertaking following activities:
 - (i) Preparation of Feasibility Study;
 - (ii) Development of Initial Business Model; and
 - (iii) Carrying out Interconnection and Grid Studies.

That the professional team of Petitioner has the competency to operate the Petitioner's Company as Provincial Grid Company, as the expert professionals of the Petitioner are successfully operating the Generation Facilities under the SPTL License. The Operation Manual has been designed for laying down standard operating processes to provide O&M support to the PGC including the required engineering staff, proposed technical expertise and the envisaged contractors / subcontractors (Annex – G). The curriculum vitae of the Petitioner senior management, technical and professional staff is placed at (Annex - H).

4. That the Petitioner shall own, operate and maintain a Provincial Grid Company by further enhancing its technical competence by hiring necessary professionals from open market if needed through transparent and competitive process.
5. That there are no charges or encumbrances attached to the Petitioner's assets.
6. That the technical and financial proposal for the operation, maintenance, planning and development of the transmission system for the PGC is placed.
7. That the Petitioner shall make necessary amendments in its Memorandum and Articles of Association, if so required, to cater for the proposed PGC License.

VI. LEGAL COMPETENCE OF THE PETITIONER TO SETUP PROVINCIAL GRID COMPANY

1. That in pursuance of Article 157 (2) (c) of the Constitution of Islamic Republic of Pakistan (**Constitution**), the Government of a Province may construct power houses and grid stations and lay transmission lines for use within the Province.
2. That pursuance of Article 157 (2) (c) of the Constitution, the Parliament has enacted Section 18A through the Amendment Act for establishment and grant of license to Provincial Grid Company for transmission of electricity within a Province

VII. RESPONSIBILITIES OF THE PROVINCIAL GRID COMPANY UNDER AMENDMENT ACT

1. That in pursuance of Section 18B of the Amendment Act, the Provincial Grid Company shall be responsible to operate and provide safe and reliable transmission services on a non-discriminatory basis, including to a bulk-power consumer who proposes to become directly connected to its facilities.
2. That without prejudice to the foregoing responsibilities, the Provincial Grid Company shall:
 - (i) provide transmission and inter-connection services to the national grid company and to others, wherever necessary, at such rates, charges and terms and conditions as the Authority may determine;
 - (ii) purchase interconnection service from the national grid company as may be necessary and to connect its facilities to the national transmission grid at the rates, charges and terms and conditions determined by the Authority;
 - (iii) follow the performance standards laid down by the Authority for transmission of electric power, including safety, health and environmental protection instructions issued by the Authority or any Governmental agency;
 - (iv) make available to the general public the tariff specifying the Authority's approved rates, charges and other terms and conditions for

transmission services;

- (v) not levy any rate or charge or impose any condition for the transmission of electric power which has not been approved by the Authority as a tariff;
- (vi) not cause a division or any associated undertaking to engage in generation and distribution; and
- (vii) develop, maintain and publicly make available, with the prior approval of the Authority, an investment program for satisfying its service obligations and acquiring and selling its assets.

VIII. OPEN ACCESS

1. That the PGC shall offer a non-discriminatory open access transmission inter-connection service to any party or parties who are either connected to or intend to be connected to its transmission system. The inter-connection service shall be offered in terms of non-preferential point-by-point and network service on comparable terms and conditions. The following parties shall be qualified to obtain inter-connection service from the PGC:
 - (i) an authorized electricity operator or a person who is intending to become one; and
 - (ii) a person who is or intends to become a Bulk Power Consumer taking power supply directly from the PGC's transmission system.
2. That the PGCs shall administer its transmission access (offer to connect) in a fair, transparent and open manner setting out rules, policies, procedures and charges to be developed by the PGC and approved by the NEPRA Authority.
3. That the PGC shall ensure a fair, non-discriminatory and effective management, operation and planning of the transmission congestion, in order to optimize the transportation costs attributable to transmission congestion within the PGC's transmission system. The PGC shall also ensure that the resultant financial impact of transmission congestion is equitably distributed among the parties

connected to or intending to be connected to its transmission system.

IX. GRID CODE

1. That the PGC shall ensure that there is in force at all times a Grid Code, which meets the requirements under NEPRA Act, Rules and Regulations. The PGC shall implement and comply with the provisions of such Grid Code.

A. The Grid Code shall include but not be limited to:

- (i) Connection Code
- (ii) Operating Code
- (iii) Planning Code
- (iv) Scheduling and Dispatch Code
- (v) Metering Code
- (vi) Protection Code
- (vii) Commercial Code

2. That the Grid Code shall be drawn-up after consultation with the licensees and other interested parties to the extent possible with a view:-

- (i) to achieve the performance standards (transmission) to be prescribed under the NEPRA Act;
- (ii) to facilitate the development, maintenance and operation of an efficient, co-ordinated, safe, reliable and economical system for transmission of electric power;

X. TARIFF

1. That the PGC shall charge tariff in respect of its transmission business pursuant to NEPRA Tariff (Standards and Procedure) Rules, 1998. The PGC shall make available to general public the tariff specifying the NEPRA Authority's approved rates, charges and other terms and conditions for transmission and inter-

connection services.

2. That the use of system and connection charges shall be calculated on a basis which reflects the costs prudently incurred or to be incurred, less any gains achievable through efficiencies, in the provisions, procurement, installation, operation or maintenance of the facilities for use of system or the connection including, without limitation, in respect of any work, replacement or reinforcement of the transmission system or any part thereof, as the case may be, together with a reasonable return on the capital represented by such costs.

XI. PROPOSED LICENSE

1. The Petitioner has opted to obtain the Transmission License to become a Provincial Grid Company for carrying the roles and responsibilities as provided for in the Amendment Act.
2. That the existing License No. SPTL/02/2015 granted on 17th December 2015 is based on [Special Purpose Transmission License for 132-kV Transmission Line Project of 95-KM from Sindh Nooriabad Power Company Limited (SNPCL & SNPCL II).
3. That the Petitioner shall be authorized to engage in the transmission of electric power within the territorial limits of such Province, subject to such conditions as the NEPRA Authority may impose

XII. STATEMENT OF THE FEASIBILITY IN SUPPORT OF THE TRANSMISSION LICENSE FOR THE PGC

1. The Provincial Grid Company shall be responsible for the transmission of electric power services within the territory of Province of Sindh. Feasibility Statement in respect of certain projects is attached at (Annex – I). In particular, presently, the technical details and design of facilities proposed to be developed by the Provincial Grid Company shall include but not limited to;

- (i) Cater for the Ketī Bandar-Gharo-Jhimpir wind corridor (170 X 60 KM²) (**Wind Corridor Project**) that has the potential to generate 50,000 MW power but insufficient national transmission grid capacity is severely hampering development and exploitation of this huge natural resource. Government of Sindh shall construct a new provincial transmission network in the wind corridor to harness wind power potentials. The proposed new network would complement national grid capacity and provides carrier facility and wheeling service to all potential investors interested in the development of wind corridor.
- (ii) Employ a combination of major and micro transmission grid model for wind corridor for initial supply of electricity to bulk consumers in Nooriabad industrial area, KE and other bulk buyers. The proposed model may comprises construction of 500 KVA 4-bundle double circuit transmission line along wind corridor; 500 KV junction grid in Nooriabad and further transmission of power to the existing grids like KE Gharo grid, Gadap grid, Maymar grid or HESCO/SEPCO grids for onward power.
- (iii) Dedicatedly transmits clean electricity being generated in the country's only wind corridor in Thatta - Jhimpir area of the Province.
- (iv) Operate and maintain the Transmission Line of 101.2 MW from Sindh Nooriabad Power Company Limited (SNPCL & SNPCL II).

XIII. TERM AND RENEWAL OF LICENCE

1. It is proposed that the Licence shall come into force from the date of issue and shall remain in force for a period of 30 years.
3. Furthermore, subject to the provisions of the NEPRA (Application & Modification) Procedure Regulations, 1999, the NEPRA Authority may renew this licence for such further term as deemed appropriate.

(Note: These two paragraphs XIV and XV proposed to be removed)

XIV. EXCLUSIVITY

1. The Licensee shall during the term of this Licence have the exclusive right in respect of the Service Territory specified in **Schedule I** of this Petition to:
 - (i) carry out transmission of electric power;
 - (ii) engage in other activities incidental to the transmission business; and
 - (iii) operate transmission facilities of a special purpose transmission licensee pursuant to Section 19 of the NEPRA Act.

XV. IMPACT ON THE SPTL

1. Impact on Tariff

- 1.1 The PGC License shall not impact the existing tariff in any manner as it is ring-fenced.

2. Impact on Quality of Service

- 2.1 The Petitioner certifies that the quality of service and the performance by the STDC under the SPTL License shall not be affected by the Proposed License for the PGC or impact on the obligations of the STDC under the SPTL License.

3. Impact on the obligations of the Company under the License

- 3.1 The proposed PGC License shall have no adverse impact/effect on the obligations of the STDC under the SPTL License.

PRAYER

1. In view of above facts, reasons and grounds, it is most humbly prayed to the NEPRA Authority as follows:

- A. That the NEPRA Authority shall approve the instant petition for grant of License for Provincial Grid Company for the Province of Sindh in order to carry its roles and responsibilities as Provincial Grid Company in pursuance of Article 157(2) the Constitution of Pakistan and Section 18A of the Amendment Act;
- B. That the NEPRA Authority may be pleased to treat the Petitioner's request for the grant of License for Provincial Grid Company for the Province of Sindh in pursuance of Article 157(2) of the Constitution of Pakistan and Section 18A of the Amendment Act;
- C. Any further and better relief that the NEPRA Authority may deem appropriate in the circumstances may kindly be granted to the Petitioner.

We hope the information /explanation provided above meets the NEPRA Authority's requirements and remains available to assist the Authority in further queries/clarifications.


Petitioner / Applicant



10th April, 2019



A006093

SECURITIES AND EXCHANGE COMMISSION OF PAKISTAN

COMPANY REGISTRATION OFFICE, KARACHI

CERTIFICATE OF INCORPORATION

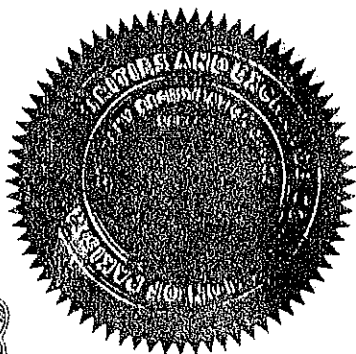
[Under section 32 of the Companies Ordinance, 1984 (XLVII of 1984)]

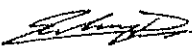
Corporate Universal Identification No. 0091407

I hereby certify that SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED is this day incorporated under the Companies Ordinance, 1984 (XLVII of 1984) and that the company is limited by shares.

Given under my hand at Karachi this Seventh day of January, Two Thousand and Fifteen.

Incorporation fee Rs. 14,000 /=- only




(Sidney Custodio Pereira)
Joint Registrar of Companies
Karachi

THE COMPANIES ORDINANCE, 1984
(COMPANY LIMITED BY SHARES)

Memorandum of Association

of

SINDH TRANSMISSION AND DISPATCH COMPANY (PVT)
LIMITED

- I. The name of the Company is "Sindh Transmission and Dispatch Company (Pvt) Limited".
- II. The Registered Office of the Company will be situated in the Province of Sindh.
- III. The objects for which the Company is established are all or any of the following:-
 1. To acquire, establish, construct, take over, erect, lay, operate, run, manage, hire, lease, buy, sell, maintain, enlarge, alter, work and use, renovate, modernize, electrical transmission lines and/or network through extra high voltage, high voltage, medium voltage and low voltage lines and associated sub-stations including distribution centers, cable wires, accumulator plants, motors, apparatus, computers and materials connected with transmission, distribution, ancillary services, supply of electrical energy, telecommunication and tele-metering equipment.
 2. To undertake, for and on behalf of others the erection, operation, maintenance, management of extra high voltage, high voltage, medium voltage and low voltage lines and associated sub-stations, equipment, apparatus, cables and wires.
 3. To carry on the business of purchasing, selling, importing, exporting, wheeling, system operation, trading of power, including finalization of tariff, billing and collection thereof. To execute Power Purchase Agreements with generating companies, Federal and provincial generating stations, regional Electricity Boards, Utilities, Companies and persons.

4. To execute agreements for sale of power to distribution companies and other persons and to coordinate, aid and advise on the activities of other companies and concerns, including subsidiaries, associates and affiliates engaged in generation, transmission, distribution, supply and wheeling of electrical energy.
5. To schedule and dispatch generation of all units connected to the Provincial power system including the Federally owned generating stations, in respect of the share assigned to the province and electricity purchased from other provincial undertakings.
6. To study, investigate, collect information and data, review operations, plan, research, design and prepare project reports, diagnose operational difficulties and weaknesses, and advise on the remedial measures to improve and modernize existing EHTV, HV, MV, LV lines and sub stations. To forecast load and plan generations in consultation with distribution, transmission or/and generation companies. To tender and finalize contracts for purchase of power from new generation plants, including IPPs.
7. To arrange, secure and make available to its subsidiaries and others concerned for the organizations, such facilities, resources, inputs and services as may be required. To obtain charters, Concession et al.
8. To enter into any arrangement with the Government of Pakistan or any other Government or any local or Provincial Government or with Authorities, national, local, municipal or otherwise or with any person for the purpose of directly or indirectly carrying out the objects or furthering the interest of the Company or its members and to obtain from any such Government, Provincial Authority or person any charters,

subsidies, loans, indemnities, grants, contracts, decrees, rights, sanctions, privileges, licenses or concessions whatsoever, (whether statutory or otherwise) which the Company may think desirable to obtain and carry out, exercise and comply with the same.

9. To directly or indirectly carry on all or any of the businesses of generating, purchasing, importing, transmitting, transforming, converting, distributing, supplying, exporting and dealing in electricity and all other forms of energy and products or services associated therewith and of promoting the conservation and efficient use of electricity and to perform all other acts which are necessary or incidental to the business of electricity generation, transmission, distribution and supply.
10. To directly or indirectly carry on the business of works and full set of services required within the electricity supply industry including but not limited to environment and property services, institutional reform and development, strategic planning, power systems analysis, power quality, project feasibility development, detailed design and construction supervision for networks of provincial/national scale and for all system voltages (kV) to interact with power utilities provision of environmental and engineering services for power transmission and distribution (T&D) infrastructure and to do all such acts, deeds or things as would be required for effect fulfillment of the said objective.
11. To establish or to carry on the business of acquiring, establishing, constructing, commissioning, equipping, setting up, using, managing, operating and maintaining Thermal, Hydro, Nuclear and all kinds of conventional and non-conventional Power Plants, power grid station, transforming, switching, conversion, and transmission facilities, power transmission systems, Power systems, cables, overhead lines, sub-stations, switching stations, tunnels, cable bridges, link

(19)

boxes, heat pumps, plant and equipment for combined heat and power schemes, offices, computer centers, shops, dispensing machines for pre-payment cards and other devices, showrooms, depots, factories, workshops, plants, printing facilities, warehouses and other storage facilities generation stations based on conventional / non-conventional resources for evacuation, generation, transmission and distribution of power through establishing or using station, tie-lines sub-stations and transmission lines on commercial basis including but not limited to build, own and transfer (BOT), built own and operate (BOO) and/or build, own lease and transfer (BOLT) and/or build, own, operate and transfer (BOOT) basis and to carry on the business of acquiring, operating, managing and maintaining power transmission system, power generation stations, tie-lines, sub-stations and transmission lines, either newly set up or acquired from Provincial Electricity Boards, Power Utilities Generating Companies, Transmission Companies, Distribution Companies, Provincial Governments, Licensees, Statutory Bodies, other organizations and bulk consumers of power and for any or all of the aforesaid purposes, to do trading and all the necessary or ancillary activities as may be considered necessary or beneficial or desirable.

12. To participate and undertake work on transmission and distribution analysis and network planning; Power generation systems analysis; Substation and transmission line design; -- Power system protection; Communications; Supervisory Control and Data Acquisition (SCADA), metering and energy management systems; Load dispatch centers; High voltage underground cables; Transmission and substation siting and land planning, Sub-soil investigation and earthing systems System efficiency and loss reduction programs; -- Construction supervision; Commissioning; Training and technology transfer.

13. To provide turnkey services covering studies and engineering of all components of power transmission grid, including AC and DC substations, training in these fields as well as in network maintenance and operations undertake studies, detailed engineering and construction supervision kilometers of power transmission lines and a great number of transformer and converter stations with all voltages kVs in alternating current and in direct current.
14. To take over, acquire, purchase, take on lease exchange or otherwise hold any Transmission, Generation and Distribution, concessions of whatever nature or extent and to use, exercise, deal with, sublease or otherwise turn to account any such rights, licenses, grants, claims options, privileges so acquired in any way or manner the company deems fit.
15. To carry on the business, to invest the capital of the Company in the interest in property, real and personal and dispose of the same in the manner and at the time the Company thinks opportune to secure profit.
16. To invest in, acquire, hold, sell or otherwise deal in, directly or indirectly, or through its subsidiaries, associate companies, consortium, partnership, joint ventures, special purpose vehicle or otherwise, any shares, stocks, debentures, debenture stock, warrants, any other financial instruments, bonds obligations and Securities issued or guaranteed by any company constituted or carrying on the business in Pakistan and Sindh or elsewhere or Government, Provincial Government, Semi-Government, Semi Government Authorities, local Authorities, Public Sector Undertakings, Financial Institutions, Public Body, any other persons or otherwise, and/or to carry on and undertake the business of finance, making loans or advances, investment, merchant bankers, underwriters.

17. To employ experts, to investigate and examine into the condition, prospects value character, and circumstances of any business and maintain agencies, branch places and local registers and procure the company to be registered and to carry on business in any part of the world.
18. To purchase, take on lease or hire exchange, hire or otherwise acquire any movable property and any rights or privileges which the Company may think necessary or convenient for purpose of its business or which may enhance the value of any other property of the Company and in particular land and building, easements, machinery, plant, stock in trade and goodwill.
19. To amalgamate, enter into partnership or into any arrangements.
20. To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with all or any of the property and rights of the Company.
21. For the purposes of achieving the above objects, the company is authorized:-
 - i) To borrow or raise money by means of local and foreign currency loans from scheduled banks, industrial banks and financial institutions including HBFC and other specialized institutions or non-bank finance companies for the purpose of purchase, manufacture, market, supply, export and import of machinery, construction activities and improvements, repair and renovations of buildings, warehouses, factories, sheds, offices, hospitals, ports, parks, clubs, entertainment and recreation areas, industrial zones, bridges, flyovers and sub-ways, roads, highways and motorways, high rise residential and commercial complexes, residential towns, building and for the purpose of working capital or for any other purpose.

- ii) To arrange money by issue of debentures, debenture stock, perpetual or otherwise convertible into shares and to mortgage, or charge the whole or any part of the property or assets of the Company, present or future, by special assignment or to transfer or convey the same absolutely or in trust as may seem expedient and to, purchase, redeem or payoff any such securities.
- iii) To purchase/ import raw materials, machinery, equipments and allied items required in connection thereto in any manner the company may think fit;
- iv) To purchase, take on lease or in exchange, hire, apply for or otherwise acquire and hold for any interest, any rights, privileges, lands, building, easements, trademarks, patents, patent rights, copyrights, licenses, machinery, plants, stock-in-trade and any movable and immovable property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof and to use, exercise, develop, grant licenses in respect of or otherwise turn to account any property, rights and information so acquired, subject to any permission required under the law.
- v) To open accounts with any Bank or Banks and to draw, make, accept, endorse, execute, issue, negotiate and discount cheques, promissory notes; bills of exchange, bills of lading, warrants, deposit notes, debentures, letter of credit and other negotiable instruments and securities.
- vi) To own, establish or have and maintain shops, branches and agencies all over Pakistan or elsewhere of the products of the company.
- vii) To open accounts with any Bank or Banks and to draw, make, accept, endorse, execute, issue, negotiate and discount cheques, promissory notes, bills of exchange, bills of lading, warrants, deposit notes, debentures, letter of credit and other negotiable instruments and

securities.

- viii) To acquire by concession, grant, purchase, barter, license either absolutely or conditionally and either solely or jointly with others any lands, buildings, machinery, plants, equipments, privileges, rights, licenses, trademarks, patents, and other movable and immovable property of any description which the Company may deem necessary or which may seem to the Company capable of being turned to account, subject to any permission as required under the law:
- ix) To invest surplus money of the Company in shares, stocks or securities of any company, debentures, debenture stocks or in any investments, short term and long term participation, term finance certificates or any other government securities in such manner as may from time to time be decided by the directors, without indulging non banking finance business, banking business or an investment company or any other any lawful business.
- x) To guarantee the performance of contracts, agreements, obligations or discharge of any debt of the company or on behalf of any other company or person subject to the provisions of section 195 of the Companies Ordinance, 1984 in relation to the payment of any financial facility including but not limited to loans, advances, letters of credit or other obligations through creation of any or all types of mortgages, charges, pledges, hypothecations, on execution of the usual banking documents or instruments or otherwise encumbrance on any or all of the movable and immovable properties of the company, either present or future or both and issuance of any other securities or sureties by any mean in favour of banks, Non-Banking Finance Companies (NBFCs) or any financial institutions and to borrow money for purpose of the company on such terms and conditions as may be considered proper.

- (24)
- xi) To purchase, hold and get redeemed, debentures, bonds of any company, financial institution or any Government institutions;
 - xii) To enter into arrangements with the government or authority (supreme, municipal, local or otherwise) or any corporation, company, or persons that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, rights, privileges and commission which the Company may think desirable and to carry on exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
 - xiii) To act as representatives, for any person, firm or company and to undertake and perform sub-contracts, and also act in the business of the Company through or by means of agents, sub-contractors and to do all or any of the things mentioned herein in any part of the world and either alone or in collaboration with others and by or through agents, sub-contractors or otherwise.
 - xiv) To sell, transfer, mortgage, pledge, exchange or otherwise dispose of the whole or any part of the property or the undertaking of the Company, either together or in portions for such consideration as the Company may think fit and in particular, for shares, debenture-stock or securities of any Company purchasing the same or to any other legal entity or person, by other means, permissible under the law.
 - xv) To conduct, encourage, promote, support, arrange and organize seminars, symposiums, exhibitions, fairs, conferences, lectures, demonstrations and other similar activities for promotion of sales or other business interests of any person, companies, firms, individuals, associations, local or government bodies, foreign governments, and international agencies, in Pakistan and any part of world for and on behalf of customers and for that purpose to

carry out market surveys, researches, training programs and other activities.

- xvi) To carry out joint venture agreements with other companies or countries within the scope of the objects of the company.
- xvii) To make known and give publicity to the business and products of the company by means the company may think fit.
- xviii) To pay all costs, charges and expenses, if any, incidental to the promotion, formation, registration and establishment of the company; To go in for, buy or otherwise acquire any patent design, copyright, license, concession, convenience, innovation, invention, trademarks, rights, privileges, plants, tools or machinery and the like in Pakistan or elsewhere, which may for the time being appear to be useful or valuable for adding to the efficiency or productivity of the Company's work or business, as permissible under the law.
- xix) To establish, promote or assist in establishing or promoting and subscribe to or become a member of any other company, association or club whose objects are similar or in part similar to the objects of this Company or the establishment or promotion of which may be beneficial to the Company, as permissible under the law.
- xx) To give any servant or employee of the Company commission on the sale of the products and for that purpose to enter into any agreement or scheme of arrangement as the Company may deem fit and to get any servant or employee of the Company insured against risk of accident in the course of their employment.
- xxi) To establish and support or aid in the establishment and support of associations, institutions, funds and conveniences calculated to benefit the directors

employees, ex-employees of the Company or any dependent thereof and to grant pensions, gratuities, allowances, relief and payments in any manner calculated to benefit the To apply for and obtain necessary consents, permissions and licenses from any Federal Government, Provincial Government, Local and other Authorities for enabling the Company to carry on any of its objects into effect as and when required by law.

- xxii) To cause the Company to be registered or recognized in any foreign country and carry on its business activities in any part of the world.
- xxiii) To do and perform all other acts and things as are incidental or conducive to the attainment of the objects of the company;

22. It is, hereby, undertaken that the Company shall not engage in banking business or Forex, illegal brokerage, or any business of investment company or non-banking finance company or insurance or leasing or business of managing agency or in any unlawful business and that nothing contained in the object clauses shall be so construed to entitle it to engage in such business directly or indirectly and the Company shall not launch multi-level marketing (MLM), *Pyramid* and *Ponzi* schemes.

23. Notwithstanding anything stated in any object clause, the company shall obtain such other approval or license from Competent Authority, as maybe required under any law or the time being in force, to undertake a particular business.

IV. The liability of the members is limited.

V. The authorized capital of the company is Rs. 1,000,000/- (Rupees One million only) divided into 100,000 ordinary shares of Rs. 10/ each with power to enhance, reduce or consolidate the share capital and to divide the shares of the company into different classes and kinds subject to the provisions of the Companies Ordinance, 1984.

Memorandum

(27)

We the several persons whose names and addresses are subscribed are desirous of formed into a company in pursuance of the Article of Association and we respectively agree to take the number of shares in the capital of the Company Set opposite to our respective names:

Name and surname (present & former) in full (in Block Letters)	CNR. No. (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Number of shares taken by each subscriber	Signatures
GOVERNMENT OF SINDH Through MLIPTABA SHAHNEEL	N/A	N/A	N/A	N/A	7th Floor, Lakson Square Building No. 3, Opp Kauchi Press Club, Karachi	99,996 (Ninety Nine thousand nine hundred & ninety six shares)	<i>[Signature]</i>
MLIPTABA SHAHNEEL	42101-073-1409-1	MUDABBIR HUSSAIN	Pakistani	GOVT. SERVANT	E-108/Block F North Nazimabad Karachi	1 (One Share)	<i>[Signature]</i>
HASAN RAZA ABBASI	42201-7267925-3	ALLAH BUKHSH	Pakistani	GOVT. SERVANT	D-14 Block 13-A Gulshan Iqbal, Hassan Square Block 1, Karachi	1 (One Share)	<i>[Signature]</i>
SHAHNAWAZ FARHAN KHARRO	41304-4607327-1	ALI NAWAZ KHARRO	Pakistani	GOVT. SERVANT	463/H Hussainabad Gaddu, Latifabad, Hyderabad	1 (One Share)	<i>[Signature]</i>
ALI SIBTAIN	42301-4193430-3	SYED MUHAMMAD SIBTAIN	Pakistani	GOVT. SERVANT	Flat No. 55 - B Askari 3, School Road Cantt Karachi	1 (One Share)	<i>[Signature]</i>

Total = 100,000/-

(In words: One hundred thousand shares)

Dated: 26 Dec 2014

Witness:

[Signature]
Faha Noman Khan
S/O Muhammad Akram Khan
42201-5547571-5
A-63 Block B Kazimabad
Model Colony, Karachi

Serial No
Name of Company
Sited Description of the
Date of Registration

[Signature]
Joint Registrar of Companies
Company Registration Office,
Karachi

Certified to be True Copy

[Signature]
Secretary of Companies

THE COMPANIES ORDINANCE, 1984
(PRIVATE COMPANY LIMITED BY SHARES)
ARTICLES OF ASSOCIATION
OF
SINDH TRANSMISSION & DISPATCH COMPANY (PVT) LIMITED,
PRELIMINARY

1. The regulations contained in Table 'A' of the First Schedule of the Companies Ordinance, 1984 shall apply to this Company (so far as these regulations are applicable to Private Companies) except as the same are modified, altered repeated or added to by these Articles.

DEFINITIONS AND INTERPRETATIONS

2. In these Presents unless there be something in the subject or context inconsistent therewith, words signifying the singular number only, shall include the plural and Vice Versa and words signifying males only shall extend to and include females and words signifying persons shall apply mutates mutandis to bodies corporate.
 - a) "The Company" means "SINDH TRANSMISSION & DISPATCH COMPANY (PVT) LIMITED"
 - b) "The Office" means the "registered office of the Company for the time being".
 - c) "Section" means "Section of the Ordinance".
 - d) "Ordinance" means the Companies Ordinance, 1984"
 - e) "Month and year" shall mean "the English Calendar month and English calendar year respectively".
 - f) "The Register" means "the register of members to be kept pursuant to Section 147 of the Companies Ordinance, 1984".
 - g) "In writing or written" includes printed, lithographed and typewritten or other modes of representing words in visible and legible form.
 - h) "Dividend" includes bonus shares.
 - i) "Special Resolution" shall have the meaning assigned thereto by section 2(36) of the Ordinance.
 - j) "Capital" shall mean the Capital of the Company for the time being raised or authorized to be raised for the purpose of the Company.
 - k) "Shares" shall mean the shares in the capital of the Company for the time being.
 - l) "These Present" shall mean the Memorandum of Association of the Company and these Articles and supplementary, substituted or amended Articles for the time being in force.
 - m) "The Seal" in relation to a Company means the Common Seal of the Company.

PRIVATE COMPANY

3. The Company is a Private Company within the meaning of Section 2Sub Clause (28) of the Companies Ordinance, 1984, and accordingly:-
 - a) No invitation shall be issued to the public to subscribe for any shares, debenture or debentures stock of the Company.
 - b) The number of the members of the Company (exclusive of the persons in employment of the Company) shall be limited to 50 provided that for the purpose of this provision where two or more persons hold one or more shares jointly they shall be treated as a single member, and
 - c) The right of transfer of shares is prohibited in the manner provided hereunder.
4. The authorized capital of the Company is Rs.1,000,000/- (Rupees One Million Only) divided into 100,000 ~~Four~~ *one hundred* Thousand Ordinary Shares of Rs.10/- each with powers to increase, reduce, consolidate, sub-divide, re-organized or divide the share capital of the Company into several classes in accordance with SHARES
5. Subject to the provisions of the Ordinance, the shares shall be under the control of the Board of Directors who may allot or otherwise dispose of the same to such person, firms or Corporations, on such terms and conditions and for such considerations and at such times as may be thought fit.
6. The shares in the Capital of the Company may be allotted or issued in payment or part payment of any land, building, machinery, or goods supplied or any services rendered to the Company in promotion and establishment thereof or in conduct of its business any share so allotted may be issued as fully paid up and not otherwise.
7. If a share certificate is defaced, lost or destroyed, it may be re-issued on payment of such fee, and on such terms, as to evidence and indemnity and payment of expenses incurred by the Company investigating title as the Directors think fit. Where at any time the Board decides to increase the issued capital of the Company by issuing any further shares, then subject to provisions of Section 80 of the Companies Ordinance, 1984, all new shares shall be offered to the members in proportion to the existing shares held by each member, and such offer shall be made by notice specifying the number of shares to which the members is entitled, and limiting a time within which the offer, if not accepted, will be deemed to be declined; and after the expiration of such time, or on receipt of information from the member to whom such notice is given that he/ she declines to accept the shares offered, the Board may dispose of the same

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in such manner as it may consider most beneficial to the Company the provisions of the Ordinance

TRANSFER OF SHARES

8. The instrument of transfer of any share in the Company shall be executed both by the transferor and transferee, and the transferor shall be deemed to remain holder of the share until the name of the transferee is entered in the register of members in respect thereof.
9. Shares in the Company shall be transferred in the form prescribed by Table "A" in First Schedule or in any usual or common form, which the Directors shall approve.
10. The Directors shall not refuse to transfer any fully paid shares unless the transfer deed is defective or invalid. The Directors may also suspend the registration of transfer during the ten days immediately preceding a general meeting or prior the determination of entitlement or rights of the shareholders by giving seven days previous notice in the manner provided in the Ordinance. The Directors may decline to recognize any instrument of transfer unless;
 - a) A Fee as may be determined by the Directors is paid to the Company in respect thereof and;
 - b) The duly stamped instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
11. If the Directors refuse to register a transfer of shares, they shall within one month after the date on which the transfer deed was lodged with the Company send to the transferee and the transferor notice of the refusal indicating the defect or invalidity to the transferee, who shall after removal of such defect or invalidity re-lodge the transfer deed with the Company.

TRANSMISSION OF SHARES

12. The executors, administrators, heirs or nominees, as the case may be, of a deceased sole holder of a share shall be the only person recognized by the company as having any title to the shares. In the case of a share registered in the names of two or more holders, the survivors or survivor, or the executors or administrators of the deceased, survivor shall be the only persons recognized by the Company as having any title to the share.
13. Any person becoming entitled to a share in consequence of the death or insolvency of a member shall, upon such evidence being produced as may from time to time be required by the Directors having the right

either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of the shares as the deceased or insolvent person could have made, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or insolvent person before the death or insolvency.

14. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

ALTERATION OF CAPITAL

15. The Company may from time to time, by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
16. Subject to the provision of the Ordinance, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notice from the Company of general meeting in proportion, as nearly as the circumstances admit, to the amount of the existing share to which they are entitled. The offer shall be made by notice specifying the number of shares offered and limiting a time within which the offer is not accepted, will be deemed to be declined and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new share bear to shares held by persons entitled to an offer of new shares) cannot in the opinion of the Directors, be conveniently offered under this regulations.
17. The new shares shall be subject to the same provisions with reference to transfer, transmission and otherwise as the shares in the original share capital.
18. The Company may, by special resolution :
 - a) Consolidate and divide its share capital into shares of larger amount than its existing shares.
 - b) Sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless to the provision of clause (d) of sub-section (1) of section 92;

- (32)
- c) Cancel any shares which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person.

The Company may by special resolution, reduce its share capital in any manner and with, and subject to, any incident authorized and consent required by law.

GENERAL MEETING

20. The first general meeting to be called annual general meeting, shall be held, within 18 months from the date of its incorporation in accordance with provisions of section 158 and thereafter once at least in every year and within a period of four months following the close of its financial year and not more than fifteen months after the holding of its last preceding annual general meeting as may be determined by the Directors.
21. All general meetings of the Company other than the Annual General Meeting mentioned in sections 157 & 158 shall be called extra ordinary general meeting.
22. The Directors may, whenever think fit, call an extra ordinary general meeting and extra ordinary general meetings shall also be called on such requisition, or in default, may be called by such requisitions, as is provided by section 159. If at any time there are not within Pakistan sufficient Directors capable of acting to form quorum, any Directors of the Company may call an extra ordinary general meeting in the same manner as nearly as possible as that in which meeting may be called by the Directors.

PROCEEDINGS AT GENERAL MEETINGS

23. Subject to the provisions of sub-Section (3) of section 158 of the Companies Ordinance, 1984 at least 21 days' notice (exclusive of the day on which the notice is served) specifying the place, the date and the hour of meeting and, in case of special business, the general nature of that business shall be given to such person as are under the Companies Ordinance, 1984 or the regulations of the Company, entitled to receive such notice from the Company, but the accidental omission to give such notice to or the non-receipt of such notice by any member shall not invalidate the proceedings to any General Meeting.
24. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all that is transacted at an Annual General Meeting with the exception to declaring a dividend, the consideration of accounts, balance sheet and the reports of the Directors, and Auditors, the election of Directors, the appointment

and fixing of remuneration of the Auditors.

25. No business shall be transacted at any General Meeting unless quorum of members is present at the time when the meeting proceeds to business, save as or herein otherwise provided. Two members present in person representing not less than 25% of total voting power either in their own account or as proxy shall form a quorum for a General Meeting.
26. If within half an hour from the time appointed for the meeting quorum is not present, the meeting if called upon the requisition of members shall be dissolved, in any other case, it will stand adjourned to the same day in the next week at the same time and same place and if at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present The Chairman of the Company shall preside as Chairman at every General Meeting of the Company.
27. If there is no such Chairman or if at any meeting he is not present within fifteen minutes, at the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall choose one of their members to be the Chairman.
28. The Chairman may, with the consent of any meeting at which a quorum is present and (shall if so directed by the meeting,) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished of the meeting from which the adjournment took place; when a meeting is adjourned for ten (10) days or more, notice of the adjournment shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
29. Being not less than two shall be a quorum.
30. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded. Unless a poll is so demanded, a declaration by the Chairman, that a resolution has on show of hands been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the books of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number of proportion or the votes recorded in favour of, or against that resolution.
31. If a poll is demanded as aforesaid, it shall be taken in the manner as provided under section 167 and 168 of the Ordinance.

32. In the case of an equality of votes whether on a show of hands or on poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to have and exercise a second or casting vote.
33. A poll demanded on the election of Chairman or on a question of adjournment shall be taken at once.

VOTES OF MEMBERS

34. Subject to any rights or restrictions for the time being attached to any class or classes of shares. On show of hands every member present in person shall have one vote except for election of Directors in which case the provisions of section 178 shall apply, on a poll every member shall have voting rights as laid down in section 160.
35. In case of joint-holders the vote of the senior who tenders a vote, whether in person or by proxy shall be accepted to the exclusion of the votes of the other joint-holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of members. In case of minor the guardian shall be entitled to vote for him.
36. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on show of hands, or on a poll, by his committee or other legal guardian and any such committee or guardian may, on a poll vote by proxy.
37. On a poll, votes may be given either personally or by proxy provided that nobody corporate shall vote by proxy as long as a resolution of its Directors in accordance with the provision of Section 162 of the Companies Ordinance, 1984 is in force.
38. The instrument appointing a proxy shall be in writing under the hand of the appointer or by his attorney authorized in writing if the appointer is a corporation either under the common seal, or under the hand of an officer or attorney so authorized. No person shall act as a proxy unless he is a member of the Company.
39. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company not less than forty eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default the instrument of proxy will not be treated as valid.
40. An instrument appointing a proxy may be in the following form or in any other form near thereto as may be approved by the Company.

SINDH TRANSMISSION & DISPATCH COMPANY (PVT) LIMITED

I of _____ in the district of _____ being _____ a
member of the "SINDH TRANSMISSION & DISPATCH COMPANY (PVT)
LIMITED" hereby appoint _____ Mr. _____ of as my
proxy to vote for me and on my behalf at the Annual General Meeting or
Extra Ordinary General Meeting of the Company to be held on _____ day of
_____ and at any adjournment thereof.

Dated: _____ Signature _____

41. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy is given, provided that not intimation in writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

DIRECTORS

42. The Directors of the Company shall subject to Article clause 44 hereof, fix the number of elected Directors of the Company not later than 35 days before convening of the General Meeting at which Directors are to be elected and the number so fixed shall not be changed except with the prior approval of the General Meeting of the Company.
43. Unless otherwise determined by the Company in General Meeting in the manner provided under Article clause 43, the number of Directors shall not be less than two and more than ten.
The following are First Directors of the Company who shall hold office till first Annual General Meeting.
1. MR. MUJTABA SHAHNEEL
 2. MR. ALI SIBTAIN
 3. MR SHAHNAWAZ FARHAN KHARRO
 4. MR. HASAN RAZA ABBASI
44. The directors of the Company shall, unless the number of person who offer themselves to be elected is not more than the number of Directors fixed under Articles Clause 43 and 44 be elected by the members of the Company in General Meeting in the following manner namely:-
- a) a member shall have such number of votes as is equal to the product of the number of voting shares or securities held by him and the number of Directors to be elected;
 - b) a member may give all his votes to a single candidate or divide them between more than one of the candidates in such manner as he may choose; and
 - c) The candidate who gets the highest number of vote shall be declared elected as Directors and then the candidate who gets the next highest number of votes shall be so declared and so on until the total number of Directors to be elected has been so elected.
45. All elected Directors shall retire from office at the General Meeting held after every three years. A Director retiring at a meeting shall retain office until the election of Directors in that meeting.

46. Subject to the provision of Section 181 of the Companies Ordinance, the Company may by resolution in General meeting remove a Director appointed under Article clause 53 or elected in the manner provided for in Article clause 45 hereof.
47. In addition to the Directors elected or deemed to have been elected by shareholders, the Company may have Directors nominated by the Company's creditors or other special interest holders by virtue of contractual arrangements.
48. Save as provided in Section 187, no person shall be appointed as a Director unless he is member of the Company.
49. The Directors of the Company elected under Article clause 45 shall hold office for three years except the Directors appointed against casual vacancy who shall be subject to retirement in term of Article clause 53 hereof.
50. A retiring Director shall be eligible for re-election.
51. Subject to the provisions of the Ordinance, the Company may from time to time in General Meeting increase or decrease the number of Directors at time of election.
52. Any casual vacancy occurring on the Board of Directors may be filled up by the Directors but the person so chosen shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is chosen was last elected as Director.

REMUNERATION

53. Subject to the provisions of the Companies Ordinance, the remuneration of Directors including Chief Executive shall from time to time be determined by the Company in board meeting.
54. The Directors may also sanction the payment of such additional sum, as they may think fit to any Director for the performance of extra services he may render to the Company subject to the approval of the directors at the Board Meeting in accordance with the provisions of the Companies Ordinance, 1984.
55. The Director who resides out of station shall also be entitled to be paid such traveling expenses as may be fixed by the Directors from time to time.
56. The Directors may from time to time appoint any one of them to the office of the Director-in-charge/ General Manager for such terms and at such remuneration as they may think fit.

QUORUM

57. The quorum necessary for the meeting of Board of Directors shall be fixed by the Directors and unless so fixed shall be Two Directors present in person.
58. Subject to the provisions of the Ordinance, a resolution in writing signed by all the Directors, without a meeting of Directors shall be effective for all purposes as a resolution passed at the meeting of Directors duly held, called and constituted

DISQUALIFICATION OF DIRECTORS

59. No person shall become a Director of the Company if he suffers from any of the disabilities or disqualifications mentioned in Section 187 and if, already a Director shall cease to hold such office from the date he so becomes disqualified or disabled.
60. All acts done by any meeting of Directors or by a Committee of Directors or by any person acting as a Director shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such Director, or person acting as aforesaid, as they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

POWERS AND DUTIES OF DIRECTORS

61. The business of the Company shall be managed by the Directors who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the company as are not by the Ordinance, or any statutory modification thereof for the time being in force or by these regulations required to be exercised by the Company in the General Meeting subject nevertheless to be provisions of the Ordinance or to any of these regulations, and such regulations being not inconsistent with aforesaid provisions as may be prescribed by the Company in the General Meeting by no regulation made by the Company in General Meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
62. Without prejudice to the general powers conferred by the last preceding article and the other power conferred by these presents. It is expressly declared that the Directors shall have the following powers provided that they shall follow section 196(2) of the Ordinance in exercising the powers enumerated therein.
 - a) To take on lease, purchase, erect or otherwise acquire for the Company any land, building, property, rights or privileges

- which the Company is authorized to acquire at such price and generally on such terms and conditions, as they think fit.
- b) To sell, let, exchange or otherwise dispose of absolutely or conditionally all or any part of the property, privileges and undertaking of the Company upon such terms and conditions and for such consideration as they may think fit.
 - c) To buy, sell, import, export or procure the supply of all plants and machinery, material, stocks in trade and other movable and immovable property and things required for the purpose of the Company.
 - d) To engage, fix and pay the remuneration of and dismiss or discharge any manager, engineer, agent, secretary, clerk, accountant, workman, expert, technical adviser, or other persons employed or to be employed in or in connection with business of the Company;
 - e) To appoint any person to be attorney of the Company for such purposes and with such powers, authority and discretions and for such period and subject to such conditions as they may from time to time think fit and to revoke such powers at pleasure.
 - f) To enter into, carry, rescind or vary all financial arrangements or agreement with any banks, persons or corporations for, or in connection with the Company's business and affairs and in connection with such arrangement to deposits, hypothecate any property of the Company or documents representing or relating to the same.
 - g) To take give receipts and other discharges for money payable to the Company and to the claims and demands of the Company and to draw, accept, endorse, negotiable promissory notes, bills of exchange or other negotiable and transferable instruments concerning/ relating to business of the company.
 - h) To deal with surplus money of the Company not immediately required for the purpose thereof upon such terms and conditions as may be thought expedients.
 - i) To determine who shall be entitled to sign on Company's behalf, bills, cheques, notes, receipts, acceptances, endorsements, releases, contracts and documents.
 - j) To enter into such negotiations and contracts and rescind or vary all such contracts and execute and do all such acts, deeds and things in the name of the Company as they may consider expedient.
 - k) To open accounts with any bank or bankers and to pay into and withdraw money from such accounts from time to time.
 - l) To get insured the movable and immovable property of the Company.
 - 1) To pay to any person employed by the Company a commission on the profits of the Company.
 - l) To pay to any person employed by the Company a commission on the profits of the Company.
 - m) To institute, combat, prosecute, defend, compound, settle, compromise, adjust, refer to arbitration, withdraw, abandon

- any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company.
- n) To make advances for the business of the Company to such persons upon such security or without security as they may think fit, and generally to direct, manage, control the receipts, custody, employment, investment and expenditure of the moneys and funds of the Company and the keeping of accounts thereof.
 - o) To appear for and on behalf of the Company in any Court of Justice, Criminal, Civil or Revenue, Police, Postal, Excise, Transport, Income Tax, or other office in any action or proceedings or matters in which the Company may be interested and to promote, safeguard or defend its interest.
 - p) To sign and verify any plan, written statement, petition, compromise, mukhtarnama, vakalatnama, authorizing the legal practitioner to act on behalf of the Company in all Court, Civil, Criminal, and Revenue.
63. The Directors shall duly comply with the provisions of the Ordinance or any statutory modification thereof for the time being in force and in particular with the provisions in regard to the registration of the particulars of mortgage charges effecting the property of the Company or created by it, to the keeping of a register a summary of particulars relating thereto and notice of any consolidation or increase or decrease of share capital or sub-division of shares and copies of special resolution and a copy of the register of Directors and notifications of any changes therein.
64. The Directors shall cause minutes to be made in books provided for the purpose;
- a) of all appointment of officers made by the Directors;
 - b) of the names of the Directors present at each meeting of Directors and of any committee of the Directors;
 - c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committee or Directors.
 - d) and every Director present at any meeting of Directors or committee of Directors shall sign his name in books kept for the purposes.

CHIEF EXECUTIVE

65. The Directors shall appoint any person including an elected Director to be a Chief Executive of the Company in the manner provided in Section 198 and 199 of the Ordinance.
66. The first Chief Executive appointed as aforesaid shall unless he earlier resigns or otherwise ceases to hold office, hold office up to the first annual general meeting of the company or, if a shorter period is

fixed by the Directors at the time of his appointment, for such period.

67. The Company shall appoint a person who is not ineligible to become a Director of the Company under Section 187, the Chief Executive of the Company who shall hold office till the first Annual General Meeting.
68. The Directors of a Company by resolution passed by not less than three-fourth of the total number of Directors for the time being or the Company by a special resolution may remove a Chief Executive before the expiration of his term of office notwithstanding anything contained in the Articles or in any agreement between the Company and such Chief Executive.

BORROWINGS POWERS

69. Subject to the provisions of the Ordinance, the Chief Executive / Board of Directors shall have the powers to borrow any sums of money for and on behalf of the Company from commercial banks, or financing institutions including leasing, modarabas and other commercial institutions or the Directors may themselves advance money to the Company upon such terms and conditions as they may approve from time to time.
70. The Directors may from time to time secure the payment of such money in such manner and upon such terms and conditions in all respects as they may think fit and in particular by the issue of debentures or bonds of the Company or by mortgage or charge of all or any part of the property or assets of the Company.

PROCEEDINGS OF DIRECTORS

71. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have and exercise a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from Pakistan.
72. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the same or is unwilling to act as Chairman, the Directors present may choose one of their member to be Chairman of the meeting.

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73. The Directors may delegate any of their powers not required to be exercised in their meeting to committees consisting of such member or members of their body as they think fit; any committee so formed shall, in the exercise of the powers so delegated, conform to any restrictions that may be imposed on them by the Directors.

74. (1) A committee may elect a Chairman of its meetings; but, if no such Chairman is elected, or if at any meeting the Chairman is not present within ten minutes after the time appointed for holding the same or is unwilling to act as Chairman, the members present may choose one of their number to be Chairman of the meeting; (2) A committee may meet and adjourn as it thinks proper.

Questions arising at any meeting shall be determined by a majority of votes of the members present. In case of an equality of votes, the Chairman shall have and exercise a second or casting vote.

75. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

76. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held.

DIVIDENDS AND RESERVE

77. The Company in general meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors.

78. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.

79. No dividend shall be paid otherwise than out of profits of the year or any other undistributed profits.

80. Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid upon any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall be treated for the

purposes of this regulation as paid on the share.

81. (1) The Directors may, before recommending any dividends, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalizing dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of Company or be invested in such investments (other than shares of the Company) as the Directors may subject to the provisions of the Ordinance, from time to time think fit; (2) The Directors may carry forward any profits which they may think prudent not to distribute, without setting them aside as a reserve.
82. If several persons are registered as joint-holders of any share, any one of them may give effectual receipt for any dividend payable on the share.
83. The dividend shall be paid within the period laid down in the Ordinance.

ACCOUNTS

84. The Directors shall cause to be kept proper books of accounts as required by section 230 of the Companies Ordinance with respect to:-
- a) all sums of money received and expended by the Company and the matter in respect of which the receipts and expenditure take place;
 - b) all sales and purchases of goods by the Company;
 - c) all assets of the Company;
 - d) all liabilities of the Company;
 - e) all other matters required by the Authority from time to time;
85. The books of account shall be kept at the registered office or at such other place as the Directors shall think fit and shall be open for inspection during business hours.
86. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books or papers of the Company or any of them shall be open to the inspection of members not being Directors and no members (not being a Director) shall have any right of inspecting any account and book or papers of the Company except as conferred by law or authorized by the Directors or by the Company in general meeting.
87. The Directors shall as required by Sections 233 and 236 cause to be

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prepared and to be laid before the Company in general meeting such profit and loss accounts or income and expenditure accounts and balance sheets duly audited and reports as are referred to in those sections.

88. A balance sheet, profit and loss account, income and expenditure account and other reports referred to in regulation 74 shall be made out in every year and laid before the Company in the annual general meeting made up to a date not more than four months before such meeting, the balance sheet and profit and loss account or income and expenditure account shall be accompanied by a report of the auditors of the company and the report of Directors.
89. A copy of the balance sheet and profit and loss account or income and expenditure account and reports of Directors and auditors shall, at least twenty one days preceding the meeting, be sent to the persons entitled to receive notices of general meetings in the manner in which notices are to be given hereunder.
90. The Directors shall in all respect comply with the provisions of Sections 230 to 236.
91. Auditors shall be appointed and their duties regulated in accordance with Sections 252 to 255.

AUDIT

92. Once at least in every year the accounts of the Company shall be audited and correctness of the Balance Sheet shall be ascertained by one or more Auditors. The Auditors shall be appointed and their duties regulated in accordance with the provisions of section 252 to 255 of the Companies Ordinance, 1984.

THE SEAL

93. The Company shall have a Common Seal and Directors shall provide for the safe custody thereof. The Seal shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors and such Director shall sign every instrument to which the Seal is so affixed in his presence. Such signature shall be conclusive proof of the fact that the Seal has been properly affixed.

INDEMNITY

94. Every Officer or agent for the time being of the Company may be indemnified out of the assets of the Company against any proceedings, whether civil or criminal, arising out of his dealings, in relation to the affairs of the Company, except those brought by the Company against him, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under section 488 of the Ordinance, in which relief is granted to him by the Court.

SECRECY

95. No member shall be entitled to visit and inspect the works of the Company without the permission of the Chief Executive/Board of Directors or to require discovery of any information regarding any detail of the Company's business or any matter which is or may be in the nature of trade secret, or secret process which may relate to the conduct of the Company's business and which in the opinion of Chief Executive/ Board of Directors, will not be in the interest of the members of the Company to communicate to the public.

NOTICES

96. (1)A notice may be given by the Company to any member either personally or by sending it by post to him to his registered address or (if he has no registered address in Pakistan) to the address, if any, within Pakistan supplied by him to the Company for the giving of notices to him; (2)Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post.
97. If a member has no registered address in Pakistan, and has not supplied to the Company an address within Pakistan for the giving of notices to him, a notice addressed to him or to the shareholders generally and advertised in a newspaper circulating in the neighborhood of the registered office of the Company shall be deemed to be duly given to him on the day on which the advertisement appears.

ARBITRATION

98. Whenever any difference arises between the Company on the one hand and the members, their executors, administrator or assignee on the other hand touching the true intent or construction or the

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incident or consequence of these presents or of the statutes or touching anything thereafter done, executed, omitted or suffered in pursuance of these presents or otherwise relating to these presents or to any statute affecting the Company, every such difference shall be referred for the decision of the arbitrator or umpire under the Arbitration Act, 1940 as amended from time to time.

99. The cost incidental to any such reference and award shall be at the discretion of the arbitrators or umpire respectively who may determine the amount thereof and direct the same to be shared between the attorney and client or otherwise and may award by whom and in what manner the same shall be borne and paid.

WINDING UP

100. If the Company is wound up, the liquidator may with the sanction of special resolution of the Company and any other sanction required by the Ordinance divide amongst the members in specie or kind, the whole or any part of the assets of the Company, whether they consist of property of the same kind or not.
- a) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different class of members.
 - b) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributories as the liquidator, with the like sanction think fit but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

We the several persons whose names and addresses are subscribed are desirous of formed into a company in pursuance of the Article of Association and we respectively agree to take the number of shares in the capital of the Company Set opposite to our respective names:

Name and surname (present & former) in full (in Block Letters)	CNIC No (in case of foreigner, Passport No)	Father's/ Husband's Name in full	Nationality with any former Nationality	Occupation	Residential Address in full	Number of shares taken by each subscriber	Signatures
GOVERNMENT OF SINDH Through MUJTABA SHAFINEEL	N/A 42101-0731409-1	N/A MUDABBIR HUSSAIN	N/A PAKISTANI	N/A GOVT. SERVANT	7th Floor, Lakson Square Building No. 3, Opp Karachi Press Club, Karachi E-108/1 BLOCK F NORTH NAZIMABAD KARACHI	99,996 (Ninety Nine thousand nine hundred & ninety six shares)	<i>Mujtaba</i>
MUJTABA SHAFINEEL	42101-0731409-1	MUDABBIR HUSSAIN	Pakistani	GOVT. SERVANT	E-108/1 Block F North Nazimabad Karachi	1 (One Share)	<i>Mujtaba</i>
HASAN RAZA ABBASI	42201-7267925-3	ATILAH BUKHSH	Pakistani	GOVT. SERVANT	D-14 Block 13-A Gulshan Iqbal Hassan Square Block 1, Karachi	1 (One Share)	<i>Hasan</i>
SILAHNAVAZ FARHAN KHARRO	41301-4607327-1	ALI NAVVAZ KHARRO	Pakistani	GOVT. SERVANT	163/11 Hussainabad Guddu, Latifabad, Hyderabad	1 (One Share)	<i>Farhan</i>
ALISIBTAIN	42301-4193430-3	SYED MUHAMMAD SIBTAIN	Pakistani	GOVT. SERVANT	Flat No. 55 - B Askari 3, School Road Cantt Karachi	1 (One Share)	<i>Alisibtain</i>

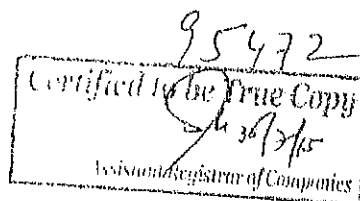
Total = 100,000/-

(In words: One hundred thousand shares)

Dated: 26 Dec 2014

Witness:

Taha Noman Khan
S/O Muhammad Akram Khan
42201-5547571-5
A-63 Block B Kazimabad
Model Colony, Karachi



Serial No.
Date of Creation
Date of Registration
Date of Incorporation

Kamran Khan
Company Secretary
Karachi

**National Electric Power Regulatory Authority
(NEPRA)
Islamabad - Pakistan**

SPECIAL PURPOSE TRANSMISSION LICENCE

No. SPTL/02/2015

In exercise of the Powers conferred upon the National Electric Power Regulatory Authority (NEPRA) under Section-19 of the Regulation of Generation, Transmission and Distribution of Electric Power Act, 1997, the Authority hereby grants a Special Purpose Transmission Licence to the company having particulars as follows:-

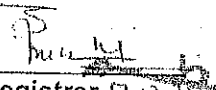
SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED

Incorporated under Section 32 of the Companies Ordinance, 1984 (XLV of 1984) with Corporate Universal Identification No. 0091407, dated January 07, 2015

for its Special Purpose Transmission Line Connecting the Generation Facilities of Sindh Nooriabad Power Company (Pvt.) Limited & Sindh Nooriabad Power Company-Phase II (Pvt.) Limited at SITE Nooriabad Deh Kallo Khohan, Tehsil & Taluka Thano Bola Khan, District Jamshoro to 220/132 KDA-36 GRI Station of K-Electric Limited located in the Province of Sindh

to engage in Transmission Business subject to and in accordance with the Articles of this Licence.

Given under my hand on 17/12 day of December Two Thousand & Fifteen and expires on 10/12 day of December Two Thousand & Forty Five.


Registrar (12.15)





Sindh Transmission & Dispatch Company (Pvt.) Limited

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED

COMPANY BRIEF

NEED ANALYSIS

- GoS decided to establish 2*50 MW Gas Fired Power Plants in PPP mode at Nooriabad i.e. Sindh Nooriabad Power Company (Pvt.) Ltd. (SNPCL).
- Initially a MoU was signed with HESCO for evacuation of power into the National Grid.
- HESCO backed off when SNPCL achieved the financial close of the Power Plant.
- K-Electric agreed to buy the 100 MW from SNPCL provided that Transmission Line is also constructed by SNPCL or GoS.
- GoS decided to establish its own Transmission Line Company under the 18th Amendment of the Constitution.
- Under the circumstances, Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) was incorporated on 7th January, 2015 under Securities & Exchange Commission of Pakistan (SECP), Companies Ordinance, 1984 (amended Companies Act 2017) for the provision of extra high voltage electric power infrastructure. It is a subsidiary Company of Sindh Energy Holding Company (Pvt.) Limited.

OUR SCOPE

Provision of Catering the need of extra high voltage electric power infrastructure.

INITIAL TARGET

- To construct 132 kV Double Circuit Transmission Line of 95.74 Km length for evacuation of 100 MW electric power from Sindh Nooriabad Power Company (Pvt.) Limited (first ever PPP mode Power Plant in Pakistan, a joint venture of Government of Sindh with a private company having 49% equity of GoS and 51% equity of Private Company) to K-Electric KDA-33 Grid Station, Karachi
- Operations & Maintenance of the Transmission Line for a period of 25 years of Project Lifecycle as awarded by NEPRA

PROJECT FUNDING

- Total funding for the project is Rs. 2,030 mln of which 70% debt payable in 10 years and 30% equity

PROJECT COST

- EPC Cost excluding taxes Rs. 1,664 million
- FBR taxes (Custom duties & GST) Rs. 216 million (13% of EPC)
- Sindh Revenue Board Tax on Services Rs. 77 million (4.6% of EPC)
- **Total EPC Cost of the Project Rs. 1,957 million**
- Project Completion time is 18 months as per industry practice

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REVENUES & EXPENDITURES

- Tariff as fixed payments determined by NEPRA
 - Levelized for 25 years is Rs. 0.3978 /kW/hour
 - For initial 10 years is Rs. 0.4665 /kW/hour for debt servicing purposes
- Allowed Project capacity by NEPRA is 101.06 MW
- Rs. 352 mln annual revenues, Rs. 29 mln monthly revenues based on levelized tariff
- Allowed Debt repayment in 10 years as 6 months KIBOR + 2.75%
- Allowed 15% Return on Equity (Rs. 609 mln) during Construction and O&M phase
i.e. Rs. 83 mln per annum and Rs. 2 bln for project lifecycle of 25 years
- Allowed 1% of the EPC cost as Insurance during O&M
- Allowed Rs. 125 mln annual expenditures on O&M



Sindh Transmission & Dispatch Company (Pvt) Limited

SUCCESSFULLY EXECUTED PROJECT

*First Ever Provincial 132 KV Double Circuit Transmission Line Project
of 95 KM*

*From Sindh Nooriabad Power Company (SNPC & SNPC-II)
located at Nooriabad, Sindh (100 MW gas fired plant)*

*To K-Electric KDA-33 Grid Station
located at Karachi, Sindh*

Inaugurated on May 31, 2017

Commercial Operations Date achieved on January 18, 2018

INAUGURATION



ACHIEVEMENTS

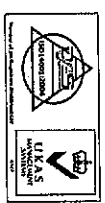
- First Ever High Voltage Transmission Line Company built by a Provincial Government. No precedence in any other province
- NOC granted by Environmental Protection Agency, Sindh
- Special Purpose Transmission License (SPTL) awarded by NEPRA
- Tariff Determination awarded by NEPRA for Commercial Operations
- Commercial Operations Date achieved on 18th January 2018
- An ISO certified company since last three years:
 - Achieved ISO 9001 Certification Quality Management System
 - Achieved ISO 14001 Certification Environmental Management System
 - Achieved OHSAS 18001 Certification Occupational Health & Safety
- Zero fatalities throughout the project.

ISO & OHSAS CERTIFICATIONS

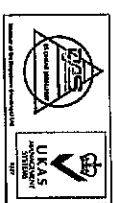
- ISO 9001:2008 (UKAS) Certified



- ISO 14001:2004 (UKAS) Certified



- OHSAS 18001:2007 (UKAS) Certified



ISO: International Organization for Standardization
 OHSAS: Occupational Health and Safety Advisory Services
 UKAS: United Kingdom Accreditation Service

PUBLIC BENEFIT

- STDC is transmitting 100 MW power to K-Electric for the benefit of General Public which translates into minimizing 1 hour load shedding

STDC AS A PROVINCIAL GRID COMPANY

- STDC has recently been given mandate by Government of Sindh to act as Provincial Grid Company (PGC) in Sindh as per NEPRA's amended Act 2018
- STDC has also applied to NEPRA for modification of its current Special Purpose Transmission License (SPTL) to Provincial Grid Company (PGC) License
- STDC's first task will be to construct all Transmission Line Network in the wind corridor to harness wind power potentials in Jhimpir Sindh. STDC will also employ a combination of major and micro transmission grid model for wind corridor for initial supply of electricity to bulk consumers in Nooriabad industrial area, KE and other bulk buyers.

FUTURE INITIATIVES

- Currently working on KWSB K-IV Power Component comprising of two 132 KV Grid Stations and 132 KV Double Circuit Transmission Line having length of around 25 Km
- STDC is heading towards becoming the first ever Provincial Grid Company (PGC)
- Operations & Maintenance of Transmission Lines & Grid Stations
- Testing & Commissioning of Electrical Infrastructure

HEALTH & SAFETY

Human Safety and Asset Safety are prime to STDC.

STDC believes in Zero Tolerance for negligence!

STDC is committed to act responsibly with respect to people, health, safety and the environment.

O&M TEAM



CORPORATE MEMBERSHIPS

- Member of Management Association of Pakistan (MAP)
- Pakistan Institute of Corporate Governance (PICG)
- Karachi Chamber of Commerce & Industry (KCCI)
- Pakistan Engineering Council (PEC)
- Electrical Contractor License (Gos)



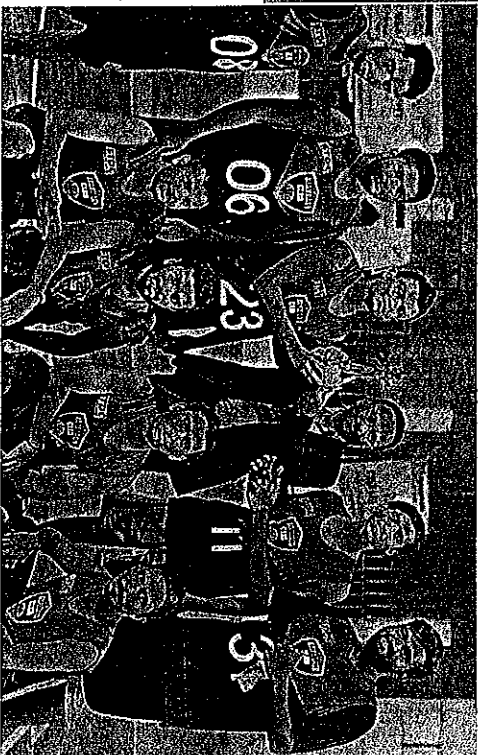
REGULATORY COMPLIANCE

- Securities & Exchange Commission of Pakistan (SECP)
- Registered with FBR & SRB
- An ISO 9001, ISO 14001 and OHSAS 18001 Certified Company
- National Electric Power Regulatory Authority (NEPRA)
- Sindh Environmental Protection Agency (SEPA)
- Sindh Public Procurement Regulatory Authority (SPPRA)



CORPORATE SOCIAL RESPONSIBILITY ACTIVITIES

STDC BASKETBALL TEAM WINS MATCH ORGANIZED BY DR. ESSA LABORATORY



STDC BADMINTON TEAM

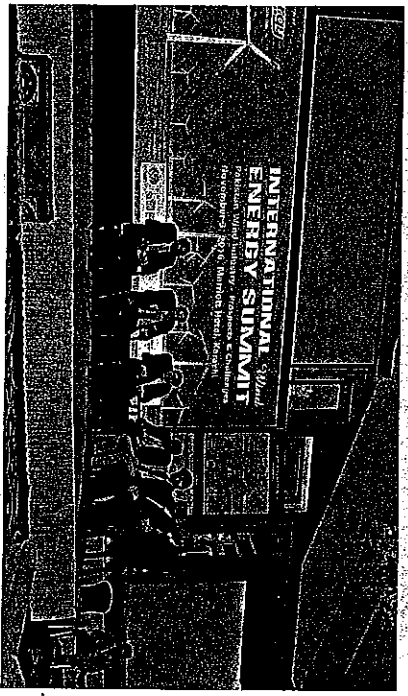
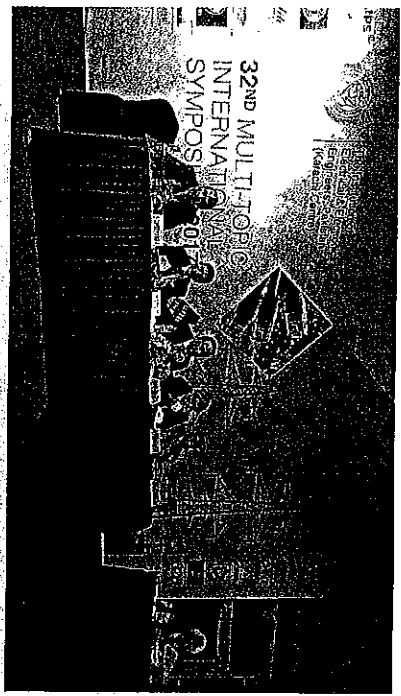
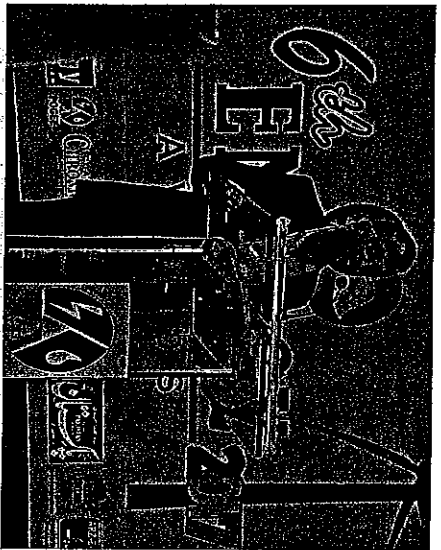
STDC BADMINTON
TEAM TOOK PART IN
A TOURNAMENT
ARRANGED BY BEACH
VIEW CLUB DHA
KARACHI.

STDC STOOD AS
RUNNER-UP

A GREAT SUCCESS IN
FIRST ATTEMPT



PARTICIPATION IN EVENTS



CONCLUSION

*STDC is a Self Sustained Organization
as
envisaged and planned*

THANK YOU FOR YOUR VALUABLE TIME

KHIZAR PERVAIZ

105/1, 4th Commercial Street, Phase 4, DHA, Karachi, Pakistan
Email: khlizerpervaz@gmail.com; Phone: 0300-8294033

EDUCATION

- | | | |
|-------------|--|---------------------|
| 2006 – 2007 | MBA (Finance)
UNIVERSITY OF NOTTINGHAM
(Dissertation Project: ROLLS ROYCE PLC – Supply Chain & Strategic Management): Designed an aftermarket supply chain and recommended a future strategy to replace the Boeing 737 market with 150 seater aircraft for Rolls Royce | United Kingdom (UK) |
| 1998 – 2002 | BEng (Hons) Computer Systems Engineering
GRANFIELD UNIVERSITY | United Kingdom (UK) |

WORK EXPERIENCE

- | | | |
|----------------|--|---|
| 2014 – Present | Dubai Islamic Bank | Vice President – Retail Banking |
| | <ul style="list-style-type: none"> ▪ Drive Sales, Profitability and Gross Margin Growth. Responsible to drive area sales and profit plans to budget through successful leadership, organizational plans, customer service, and outstanding execution of all field operations/strategies consistently across all branches under my area (cluster). | |
| 2012 – 2013 | Samba Bank Limited | Segment Manager (Corporate/SME) |
| | <ul style="list-style-type: none"> ▪ Responsible for managing corporate relationship of 11 branches in the south region | |
| 2010 – 2012 | Board of Investment – Sindh (SBI), Government of Sindh | Director Finance & Planning |
| | <ul style="list-style-type: none"> ▪ Reported to Secretary Investment and Adviser to Chief Minister Sindh on Investment in Sindh province | |
| 2007 – 2009 | Islamic Bank of Britain Plc, London | Business Development Manager |
| | <ul style="list-style-type: none"> ▪ Managed a portfolio of existing & new business clients & SME's with a turnover of up to £1M to £10 Million | |
| 2004 – 2006 | Standard Chartered Bank | Personal Financial Consultant |
| 2002 – 2004 | Barclaycard, UK | Customer Account Manager (Credit Cards) |

AWARDS

- Award from Halal Industry Development Corporation (HDC), Malaysia for organising successful International Halal Conference and promoting Halal Industry in Pakistan
- Award from Honourable Chief Minister Sindh for organising successful Dates Exhibition and Seminar Khairpur (DESK 2010)
- Award for contribution as Chairman Standing Committee on Finance, Planning Affairs and Economics – Youth Parliament of Pakistan
- Award and Appreciation from Justice Fakhruddin G. Ebrahim (Ex-Governor of Sindh) for Rehabilitation of Flood Victims in Sindh, 200 families (Gharo – Thatta – Sajawal)

TRAINING & PROFESSIONAL SKILLS

- Marketing, Islamic & Shariah Banking, Risk Management, Project Management, Wealth Management
- Anti-Money Laundering, Consumer Finance, Trade Foundation & Introduction to Credit Banking Law
- Analytical & Communication Skills, Problem Solving Skills, Leadership Skills, Team Management, Decision Making

INTERESTS & MEMBERSHIP

- Member of the Youth Parliament of Pakistan – Chairman Standing Committee on Finance, Planning Affairs and Economics (2009 – 2011)
- Hobbies include playing football, squash, and cricket

LANGUAGES

- Fluent English and Urdu



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The Director (BPS-19)
Alternative Energy
Energy Department
Government of Sindh.
Karachi

Ph: 92-021-99206449
Fax: 92-021-99206276
Cell: 0333-8558111

Email: mehfoozkazi@yahoo.com

ENGR. MEHFOOZ A. QAZI

Objective: To contribute pragmatically in achieving organizational goals target by accepting challenges, utilizing abilities to meet the deadlines, working in a team, sustain pressure in order to prove myself an asset for any organization

Education: Masters in Energy Management 2010
M Sc. in Computer Science. 2001
B Sc. in Electrical Engineering (Power). 1997

Experience: Total 19 Years +

Current Position: The Director, (BPS-19) (From 28-02-2014 till today)
Alternative Energy,
Energy Department,
Government of Sindh.
Karachi

Major Activities:

- To liaison with NTDC, NEPRA, DISCOs, Ministry of Water & Power for evacuation of arrangement of electric Power generated through Renewable energy resources.
- To implement the Renewable Energy Policies and Plans of the Government of Sindh
- To promote the Renewable Energy Technologies in the province.
- To provide one window facility to the project developers.
- To develop the process for the development of power sector projects.
- To provide technical assistance to Energy Department

Ministry of Planning Deputy Chief (EIS&CS Energy Wing) , BPS-19 (From 21-05-2011 to 21-02-2014)

Development & Reform (2 years & 9 months)

Govt of Pakistan Major Activities

- To Liaison with Ministry of Water & Power and Ministry of Petroleum & Natural resources in development of various Energy Sector Project PC-Is including power transmission & Distribution lines of DISCOs & NTDC.
- Scrutiny of Energy sector proposals and preparation of working papers/ comments for CDWP, ECC and ECNEC and CCI summaries
- Restructuring of Pakistan Power sector from a Vertically Integrated Utility to a horizontal Corporatized Entities.
- Restructuring of the Energy Wing of the Ministry to obtain the organizational goals.
- Preparing the Energy sector Annual Development Plans including Transmission & Dispatch systems of NTDC, SSGC and SNGPL related to and evaluating its implementation;
- Monitoring & evaluation of the Major Power development Projects Database Development of Energy Sector and preparation of Daily Power system report of the country & its submission to Higher ups.
- Represented the Ministry in Board Meetings of PPIB, AEDB.
- Worked as Group Head –Energy Working Groups during Pakistan Vision-2025.

Major activities:

International Energy Trading Projects:

- Worked on the project of "Feasibility Study for Interconnections of the Power systems of ECO Member States" on behalf of the Govt of Pakistan working as coordinating country.
- Successfully organized the 7th Specialized Experts Task Group Meeting of ECO Member States and approved the project feasibility study.
- Monitoring & evaluation of feasibility study for various power Generation Transmission & Distribution sector projects including 1000 MW Central Asia South Asia Transmission Line Project. (CASA-1000).
- Participated in negotiations with Iranian National Power Company TAVANIR in finalization of TORs for "Import of 1000 MW Power from Iran". & Import of 100MW Power for Gawadar from Iran.
- Worked as sDesk Officer on "Task Force to evolve a Common template for electricity interconnections of SAARC Countries."
- Participated as Pakistan representative in SAARC Regional Energy Trade Report (SRET) developed in 2009.

National Projects

- Critical analysis of Daily power system data and submission of report to Prime Minister Secretariat & president Secretariat on daily basis.
- Monitored the operational performance of Power sector entities & conducting inquiries of Power Sector breakdowns.
- Critical analysis of Power Load flow studies while designing the power transmission and distribution projects including Grid stations and enhancement of existing grids
- Coordinated with other Ministries and Donor agencies for arrangement of funds for Power Sector Development Projects.
- Coordinated with NDMA regarding Power sector losses during national calamity Floods 2010 and development of comprehensive rehabilitation strategy.
- Coordinated with Board of Investment (BOI) in finalizing the Bilateral Investment Agreements and Treaties with various countries of the World.
- Critical analysis of tariff petitions submitted by various Power Sector entities and other private Sector investors to NEPRA.
- To attend "Panel of Expert" Meetings at PPIB and AEDB.
- Worked as Member of Technical Committee to physically verify the under Financial Improvement Plan of the then KESC & submitted various Reports. The project includes establishment of 10 Grid Stations.
- Worked as Member of Disaster Risk Reduction (DRR) Cell in mainstreaming the aspect of DRR in P&D process of Power Sector Infrastructure Development Projects.
- Worked as Convener of Physical Stock Verification Committee to inspect and report the Stock available including permanent assets of the CEA Office received from various projects and regular budgets.
- Contributed in the formulation of various Policies prepared by Ministry.
- Represented the Ministry in various Joint Economic Working Groups Meetings with other countries to explore the opportunities of energy sector trade development.

Major activities:

- To Liaison with National Power Control Centre (NPCC) in collecting the daily power system data and preparation of draft reports to higher ups.
- To monitor the daily power system tripping data of DISCOs and NTDC.
- To evaluate the monthly progress reports of WAPDA, NTDC, DISCOS, GENCOs.
- To analyse the monthly, quarterly progress reports of PPIB and AEDB initiated power projects and prepare the draft comments.
- To evaluate and verify the subsidy claims raised by DISCOs and KESC on tariff differential.
- Worked as Member of Departmental Selection Committee for recruitment process.

The successful execution of the following three projects:

- Conducted the **Training of Customer Service Managers** in the wake of privatization of KESC in 2006.
- Successfully executed the public awareness project of **Energy Conservation** in the mega city of Karachi and established the Energy Conservation Department within the Customer Services Division of KESC.
- Executed **Load Management Project of 2006 in Karachi** to overcome the gap between demand and supply.

- To provide the Electricity as essential service in the SITE Industrial Zone and ensure the operational performance of the sub division and regular billing of all the domestic, commercial and industrial customers.
- To redress the customer complaints regarding supply of services and monthly billing.
- To update and manage the data base of the customers in SITE Zone.
- Installation of Electricity meters , new connections , fault rectifications and system improvement.
- Ensure the monthly billing recovery from the Industrial sub division
- Ensured the technical losses below 10% in SITE sub Division during whole of the period.

Trainings

- | | |
|--|------|
| • Corporate Governance and leadership Skills | 2016 |
| • USAID Integrated Energy Modelling Workshop Bangkok | 2016 |
| • USAID National Energy Policy Workshop, Bangkok | 2016 |
| • UNDP Workshop on Sustainable Energy For All | 2016 |
| • UNDP Workshop on Growth Strategy | 2011 |
| • Training Course on "Biogas Technology" P.R of China | 2012 |
| • Introduction to Project management, PIM Clifton, Karachi | 2006 |
| • Demand Side Management, Bureau of Quality Management in collaboration with UET, Lahore | 2007 |
| • Project Governance, PPMI Islamabad | 2008 |
| • Apprentice Engineer KESC | 2000 |

Personal

- Fathers name: Lal Muhammad Qazi
- Date of Birth: 21-11-1973
- CNIC No: 41303-4951096-7
- Email Address: mehfoozkazi@yahoo.com
- Cell No: +92 333 8558111

In addition to this received, Working as Director on the Sindh Transmission & Dispatch Company Board of Directors. The necessary SECP mandatory Course for Board Director has also been successfully completed from Pakistan Institute of Corporate Governance in December 2016.

Professional references will be provided.




RAHAILA ALEEM, ACA

Address A 101 Chapal Ocean Center, Block 4, Clifton, Karachi, Pakistan
 Contact Number +92 313 8349113
 Alternative Contact Number +92 313 2941079
 E-Mail ID rahaela@gmail.com

CAREER OBJECTIVE

To work for an outstanding organization offering a challenging job and such working environment where professional education and experience would have valuable application.

PROFESSIONAL QUALIFICATION AND RECENT UPDATES




Particulars	Institution	Year	Highlights
Chartered Accountant (CA)	Institute of Chartered Accountants of Pakistan	2010	ACA - Member
			
Director's Training Program 2016 - LUMS Lahore University of Management Sciences			

PROFESSIONAL EXPERIENCE

I carry with myself a professional experience of **more than 10 years** cumulatively, since the initiation of my career with Deloitte Yousuf Adil, a member firm of **Deloitte Touche Tohmatsu (DTT)** where I completed my mandatory training as prescribed by the ICAP.

Subsequently, I served as **Chief Financial Officer & Co. Secretary** (May 2012 – March 2016) of Primus Investment Management Limited (now AWT Investments Limited), a then wholly owned subsidiary of Pak Brunei Investment Company Limited engaged in provision of financial

services namely Asset Management and Investment Advisory and later joined the holding company PBIC as **Group Company Secretary** in March 2016.

Organization	Position	Core Responsibilities
<p>Pak Brunei Investment Company Limited [PBICL]</p> <p>(March 2016 till date)</p>	<p>Company Secretary</p> 	<p>Looking after the corporate affairs of:</p> <ul style="list-style-type: none"> • Pak Brunei Investment Co. Ltd. • AWT Investments Ltd. • Awwal Modaraba Management Ltd. • Primus Leasing Limited. <p>Also serving as Trustee to AWT IL Provident Fund.</p>
<p>Primus Investment Management Limited [PIML] Now AWTEL</p> <p>(May 2012 till March 2016)</p>	<p>Chief Financial Officer (CFO) & Co. Secretary</p> 	<p>Responsible for handling all the financial matters of the Management Company and mutual funds under its management. Handling corporate, taxation and legal matters of the Company along with handling corporate secretarial function.</p> <p><u>Trustee – PIML Provident Fund</u></p> <p>Also responsible for the financial and corporate matters of the Company's Provident Fund looking after investments and oversight of all functions of the Fund.</p>
<p>MYASCO – Member firm of Deloitte Touche Tohmatsu (DTT)</p> <p>(June 2006 till May 2012)</p>	<p>Resigned from the Post of:</p> <p>Assistant Manager – Audit & Assurance</p> 	<p>This position encompass following activities:</p> <ol style="list-style-type: none"> 1) risk assessment; 2) planning of audit / review engagement; 3) performing of audit procedures and evaluation of results thereof; 4) supervision of staff involved; 5) co-ordination with clients; and 6) highlighting & resolving significant issues as well as applying a problem solving approach to complex situations.

POST QUALIFICATION INDUSTRY EXPERIENCE

- Pak Brunei Investment Company Limited
- AWT Investments Limited (formerly Primus Investment Management Limited)
- Awwal Modaraba Management Limited
- Awwal Modaraba
- PIML – Income Fund [Income Scheme]
- PIML – Daily Reserve Fund [Money Market Scheme]
- PIML – Strategic Multi Asset Fund [Balanced Scheme]
- PIML – Value Equity Fund [Equity Scheme]
- PIML – Islamic Money Market Fund [Islamic Category – Money Market Fund]
- PIML – Islamic Equity Fund [Islamic Category – Equity Fund]
- PIML – Provident Fund [Employee Provident Scheme]

SIGNIFICANT CLIENTS IN PORTFOLIO (FROM JUNE 2006 TILL APRIL 2012)**Banking / Financial services**

- Foundation Securities (Private) Limited
- My Bank Limited
- Pak Brunei Investment Company Limited
- Pak Oman Microfinance Bank Limited
- Saudi Pak Leasing Company Limited
- JS Principal Secure Fund I
- JS Fund of Fund
- JS Aggressive Income Fund

Manufacturing and Service concerns

- Proctor and Gamble Pakistan (Private) Limited
- J & P Coats Pakistan (Private) Limited
- Egyptian Telecommunication Services
- Arabtec Pakistan (Private) Limited
- National Industrial Parks Development and Management Co.
- JS Air (Private) Limited
- NTL (Private) Limited – TNT Express World Wide
- Indus Dyeing and Manufacturing Company Limited
- Idrees Textile Mills Limited

(20)

CLIENTS SERVED DURING SECONDMENT (UAE – ABU DHABI, DUBAI & SHARJAH OFFICES OF DTT)

- CNIM Engineers FZE
- GASCO
- Food Co Holdings
- Denholm Yam Contracting Company
- Denholm Yam Steel Factory
- Intelligent Telecommunication System
- Abu Dhabi Co-operative Society
- Sigma Specialized Inspection – Qatar
- Al Awael Coastal Foundation
- Shangrila Hotel – Dubai
- Sharjah Cable Factory

TRAINING RECORD, SEMINARS AND COURSES

- **Attended** various workshops on International Financial Reporting Standards and International Standards on Auditing organized by the Institute of Chartered Accountants of Pakistan and Deloitte Touche Touhmatsu – Pakistan from time to time.
- **Attended** in-house workshops on Deloitte Audit Methodology and Risk Management.
- **Attended** various seminars organized by the Institute of Chartered Accountants of Pakistan on current affairs or global issues as held from time to time.
- **Conducted** multiple trainings on topics of Audit Senior and Audit Semi-Senior roles and responsibilities in the field as prescribed by Deloitte Touche Touhmatsu.

COMPUTER LITERACY

- Hands-on experience of implementation and development of ERP environment Software.
- Fully conversant with MS-Office and AS/2 (Deloitte – audit documentation tool).
- Understanding of Computer Information Systems environment and its effects on business.

PERSONAL DATA

Father's name	Muhammad Aleem ullah
Nationality	Pakistani
N.I.C number	42301-7447964-8
Date of Birth	September 25, 1986
Languages	English (Fluent), Urdu (Mother Tongue)

REFERENCES

- 1) **Mr. Nadeem Yousuf Adil**
Partner | Leader Audit & Enterprise Risk Services
M. Yousuf Adil Saleem & Co. Chartered Accountants
Member of Deloitte Touche Tohmatsu Limited
Cavish Court, A-35, Block 7 & 8 KCHSU, Shahra-e-Faisal, Karachi-75350, Pakistan
Switchboard: +92 (0)21 34546494-7 | (d) +92 21 34538224 | Fax: +92 (0)21 34541314
nyadil@deloitte.com | www.deloitte.com

- 2) **Mr. Abdul Hafeez**
CFO | Group Head Finance & Operations
Pak Brunei Investment Company Limited
Horizon Vista, Commercial 10, Block 4, Scheme 5, Clifton, Karachi
Switchboard: +92 (0)21 35361215-9 (Ext. 104) |
abdul.hafeez@pakbrunei.com.pk | www.pakbrunei.com.pk

Provided that only one such licence shall be granted at any one time.”;

(b) in sub-section (2),—

(i) after the words “in the”, the words “service” shall be inserted; and

(ii) the words “except the territory served by KESCO” shall be omitted; and

(c) after sub-section (2), amended as aforesaid, the following new sub-section (3) shall be added, namely:—

“(3) The eligibility criteria for grant of licence as a national grid company shall be prescribed and shall include, without limitation,—

(a) minimum solvency requirements; and

(b) minimum technical and human resource requirements.”.

21. Amendment of section 18, Act XL of 1997.—In the said Act, in section 18, in sub-section (2),—

(a) in clause (c), in the proviso, the word “and” at the end shall be omitted; and

(b) in clause (d), for the full stop at the end a semicolon and the word “; and” shall be substituted and thereafter the following new clause shall be added, namely:—

“(e) perform functions of a system operator.”.

22. Insertion of sections 18A and 18B, Act XL of 1997.—In the said Act, after section 18, amended as aforesaid, the following new sections shall be inserted, namely:—

“18A. Provincial grid company.—(1) The Authority may, subject to the provisions of this Act and after such enquiry as it may deem appropriate, grant a licence authorizing a company owned by a Provincial Government to engage in transmission of electric power within territorial limits of such Province, subject to such conditions as it may impose:

Provided that only one such licence shall be granted for each Province at any one time.

- (2) The eligibility criteria for grant of license as a provincial grid company shall be prescribed and shall include, without limitation,—

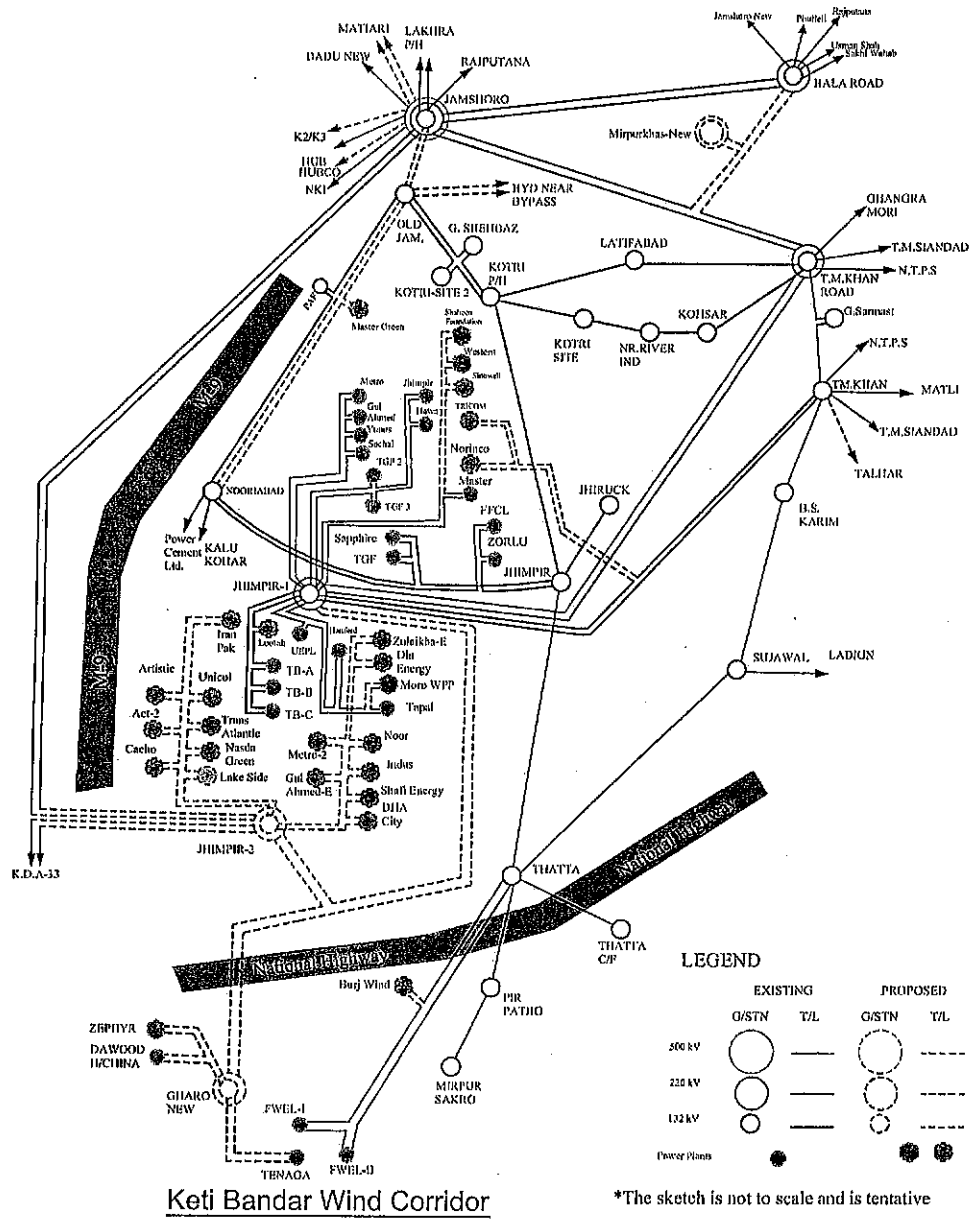
- (a) minimum solvency requirements; and
- (b) minimum technical and human resource requirements.

- 18B. Responsibilities of provincial grid company.—(1) The provincial grid company shall be responsible to operate and provide safe and reliable transmission services on a non-discriminatory basis, including to a bulk-power consumer who proposes to become directly connected to its facilities.

Without prejudice to the foregoing responsibilities, the provincial grid company shall—

- a) provide transmission and inter-connection services to the national grid company and to others, wherever necessary, at such rates, charges and terms and conditions as the Authority may determine;
- (b) purchase inter-connection service from the national grid company as may be necessary and to connect its facilities to the national transmission grid at the rates, charges and terms and conditions determined by the Authority;
- (c) follow the performance standards laid down by the Authority for transmission of electric power, including safety, health and environmental protection instructions issued by the Authority or any governmental agency;
- (d) make available to general public the tariff specifying the Authority's approved rates, charges and other terms and conditions for transmission services;
- (e) not levy any rate or charge or impose any condition for transmission of electric power which has not been approved by the Authority as a tariff;
- (f) not cause a division or any associated undertaking to engage in generation and distribution; and

Plan A
Proposed Integrated Scheme of Interconnection
for Power Evacuation of Wind Power Projects





MOST IMPORTANT

No.SOPP:1-3/2018/PGC/NEPRA
GOVERNMENT OF SINDH
ENERGY DEPARTMENT

"Annex - F"

(25)

Karachi dated 13th February, 2019

"SAY NO TO CORRUPTION"

To,

The Chief Executive Officer,
Sindh Transmission & Dispatch Company,
Karachi.

Subject: **MINIMUM SOLVENCY REQUIREMENT FOR ESTABLISHMENT OF
PROVINCIAL GRID COMPANY.**

I am directed to refer to Sindh Transmission and Dispatch Company's letter No.2018-140, dated 09-01-2019 along with its enclosures on the subject noted above and to enclose herewith Original certificate of "Guarantee of minimum solvency requirements" duly signed by worthy Secretary Energy, Govt. of Sindh for further process.

Encl: Original as Above.

(FAISAL HUSSAIN)
SECTION OFFICER (POWER)

C.C to:

1. PS to Minister for Energy Deptt: GoS, Karachi.
2. PS to Secretary, Finance, Energy Deptt: GoS, Karachi.
3. PS to Secretary, Energy Deptt: GoS, Karachi.

(FAISAL HUSSAIN)
SECTION OFFICER (POWER)



Plr: 021-99204273

No. ED/SOPP/1-3/2018/PGC/NEPRA
GOVERNMENT OF SINDH
ENERGY DEPARTMENT

Karachi, dated the 13th February, 2019

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TO WHOM IT MAY CONCERN

SUBJECT: **GUARANTEE OF MINIMUM SOLVENCY REQUIREMENTS.**

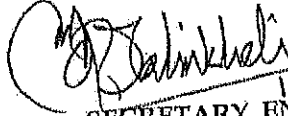
WHEREAS, the Government of Sindh (GOS) has authorized the Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) to approach National Electric Power Regulatory Authority (NEPRA) for conversion of its current status from Special Purpose Transmission Company to Provincial Grid company within the province of Sindh.

WHEREAS, the STDC requires a license under section 18-A of the Regulation of Generation, Transmission & Distribution of Electric Power Act 1997 from NEPRA authorizing it to engage in transmission of electric power within the territorial limits of Province of Sindh.

NOW THEREFORE,

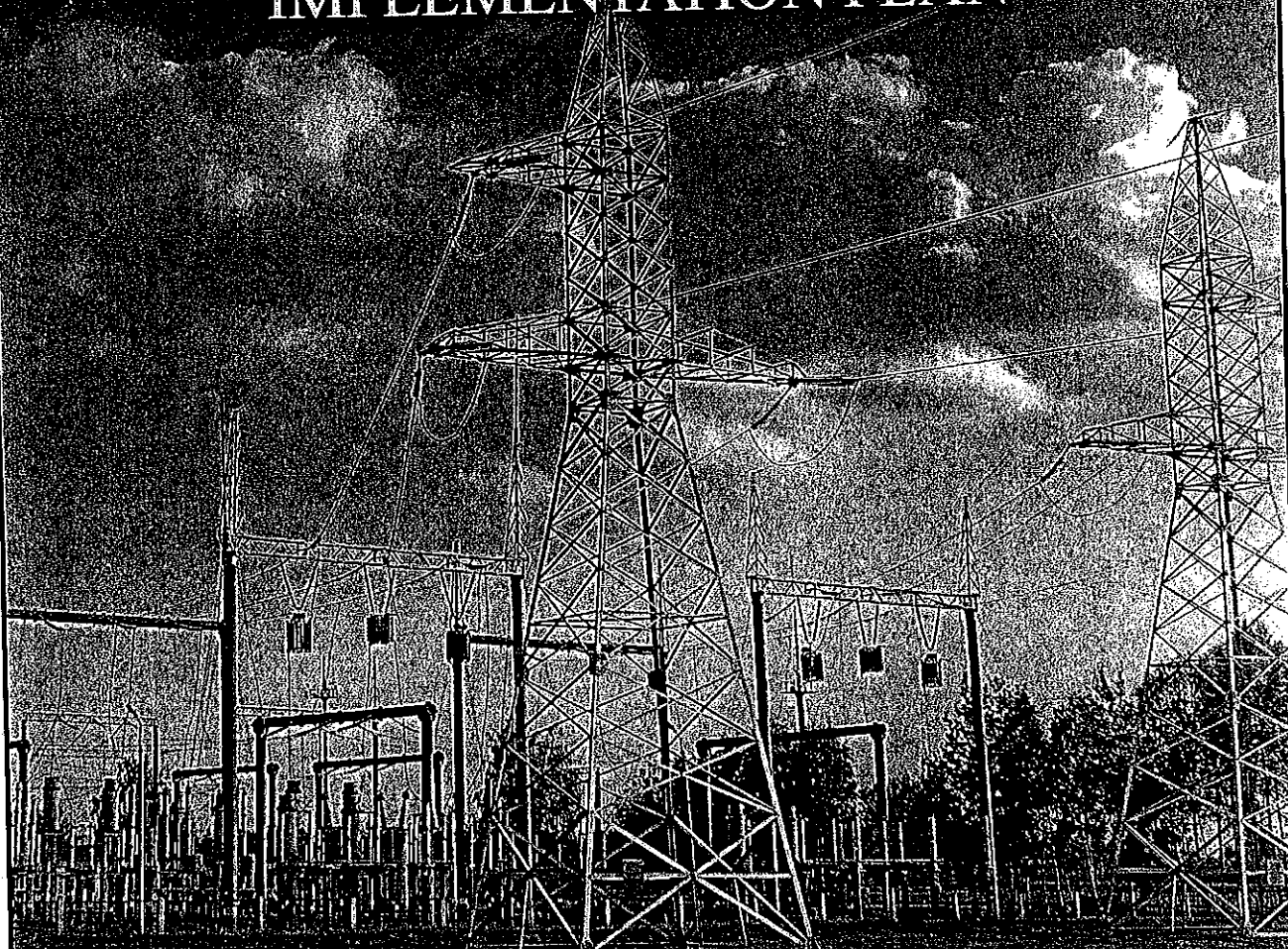
The GOS supports re-designation of STDC as a Provincial Grid Company with jurisdiction within the Province of Sindh.

Government of Sindh further undertakes to provide minimum solvency requirements to STDC as required for being eligible for grant of license as a Provincial Grid Company within the Province of Sindh as required under the Regulation of Generation, Transmission & Distribution of Electric Power Act 1997, as amended by Act No.XII of 2018 (NEPRA Act).


13.2.2019
SECRETARY, ENERGY
GOVERNMENT OF SINDH

Copy to the Secretary to Government of Sindh, Finance Department, Karachi.

OPERATION MANUAL FOR PROVINCIAL GRID COMPANY SINDH IMPLEMENTATION PLAN



Sindh Transmission & Dispatch Company (Pvt.) Limited
Transmitting Energy From Generation To Generations

3rd Floor, State Life Building No. 03, Dr. Ziauddin Ahmed Road, Karachi, (Pakistan)

021-111-777-832 ☒ info@stdc.com.pk ☎ www.stdc.com.pk

f www.facebook.com/stdcl ☐ www.instagram.com/stdc.pl 📺 www.youtube.com/Sindh Transmission & Dispatch Company

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EXECUTIVE SUMMARY

We are pleased to present this Operation Manual for Provincial Grid Company (PGC) Sindh. It presents the components of an overall roadmap for sustaining and enhancing the PGC's ability to attract, develop, retain and advance the talented people who make PGC one of the prominent institutions of Pakistan for catering the need of Extra High Voltage Power infrastructure.

The Operation Manual represents an unprecedented effort involving HR, Finance, Technical, Legal and other stakeholders to define the company's approach to human resources.

We recognize the project's strong commitment to participation and dialogue as central to creating an HR system tailored to our values, culture and organization.

The plan has been designed in view of Sindh Public Procurement Regulatory Authority (SPPRA) Rules 2010, amended from time to time. Where ever required, Notice Inviting Tender (NIT) are drafted for procurement of relevant services.

We also thank the people from Energy Department who participated in the process and shared their perspectives.

The opportunities and initiatives presented in the plan are ambitious and will require continuous improvement to our policies, processes, technology and, in some cases, our culture.

This operation manual is living document and we keep on amending from time to time as and when required.

Many details remain to be clarified, but this document provides a trajectory for improvement. We look forward to ongoing engagement with the stakeholders on these important topic.

BACKGROUND

90

STDC has successfully completed the first ever provincial 132 kV double circuit transmission line from SNPC (Sindh Nooriabad Power Company) to K-Electric KDA grid station. The line is around 95.5 Km and achieved COD on 18th Jan' 2018.

NEPRA had allowed the annual outage allowance of 131.4 hrs. but the excellent performance of the line can be judged from the fact that STDC has consumed only around 70 hrs. This achievement is attributed to the professional and dedicated technical team of STDC.

Our O&M team is capable of attending any type of transmission line fault round the clock and is well equipped with latest PPEs / Tools and tackles. We have zero tolerance with regard to the safety of our field workers.

STDC is now working on hiring of consultancy services for construction of 02 132 kV grid stations and 132 kV double circuit Transmission line from pumping station -1 to pumping station -2 of KWSB K-4 bulk water project for greater Karachi. The approximately length of Transmission line will be 30kms.

STDC is now capable of being converted to PROVINCIAL GRID COMPANY and will help in resolving the issue of evacuation of power in Jhimpir wind power projects on top most priority.

Attached please find Pre – Feasibility report on evacuation plan for Jhimpir wind corridor prepared for PGC.



**PRE-FEASIBILITY REPORT ON
EVACUATION PLAN FOR JHIMPIR
WIND CORRIDOR**



Sindh Transmission & Dispatch Company (Pvt.) Limited

**SINDH TRANSMISSION & DISPATCH
COMPANY (PVT) LIMITED**

Report Contents

- 1. Introduction**
- 2. Description of Network**
- 3. Development of Network for upcoming power plants**
- 4. Conclusion**

Appendices

Appendix –1: Plan A – Existing/Proposed Network

Appendix –2: Plan B – Network Reinforcement Proposed by STDC

1. Introduction

In Pakistan, there is big wind power generation potential in the Southern parts of Sindh province, which is not fully tapped as yet. However, now with the efforts of Sindh Energy Department and Alternative Energy Development Board of Pakistan, this sector of power generation has taken an unprecedented stride. A potential of about 50,000 MW has been identified in the wind corridor area of coastal Sindh starting from Gharo-Ketti Bandar up to Jhimpir and upward. There are many entrepreneurs who are coming forward to tap this natural resource of power by building small and big Wind farms in this area.

In order to successfully penetrate large amount of renewable energy, we need to have a strong and stable grid system. There is an abundance of coal power plants in the Southern grid such as Thal Nova, Thar Energy, Engro, HUBCO, Port Qasim etc. Apparently, this amount of conventional generation in Southern grid seems strong enough to absorb the impact of intermittency due to penetration of wind power. But there are other variables as well, like strengths of nodes of connectivity, loading capacity of the transmission lines to evacuate power from Wind Farm area and dynamic response of wind turbine generators and neighboring conventional synchronous generators.

2. Description of Network

The electrical grid in the area is the 500, 220 and 132 kV network that stretches through South of Hyderabad and Jamshoro up to coastal areas of Southern Sindh. Keeping in view the potential of wind in the area, about 40 wind power projects have been studied in detail. Some of them have already been commissioned and some are in construction/planning stages. NTDC has recently constructed Jhimpir-1 220/132kV substation for evacuation of power from most of these wind power projects that have already been constructed. Due to the large number of upcoming WPPs near Jhimpir, NTDC has proposed a new 220/132kV Jhimpir-2 in the area to collect and transmit power from these upcoming wind power plants. This has been made part of the latest transmission expansion plans of NTDC. The sketch of this network after the addition of reinforcements in the area is shown in Appendix-1. In this sketch, all the existing and proposed WPPs in the Jhimpir and Gharo clusters are modeled. Newly proposed 220/132kV substation of Jhimpir-2 is shown connected in loop In-out of the 220 kV Jamshoro – KDA double circuit and Jhimpir-1 – Gharo-New 220 kV single circuit.

Jhimpir-1, 220/132 kV substation (Existing)

There are five loops that are connected with the Jhimpir-1 substation collecting power from 20 WPPs. Details are given below:

First Loop:

- UEPL (100 MW)
- Hartford (50 MW)
- Tapal (30 MW)
- Moro (25 MW)

Second Loop:

- Western Energy (50 MW)
- Shaheen Foundation (50 MW)
- Master (50 MW)
- Sinowell (50 MW)

Third Loop:

- Lootah (50 MW)
- Tricon-A (50 MW)
- Tricon-B (50 MW)
- Tricon-C (50 MW)

Fourth Loop:

- TGF-2 (50 MW)
- TGF-3 (50 MW)
- Hawa (50 MW)
- Jhimpir WPP (50 MW)

Fifth Loop:

- Sachal (50 MW)
- Gul Ahmed (50 MW)
- Metro (50 MW)
- Yunus (50 MW)

Jhimpir-2, 220/132 kV substation (Planned to be commissioned in 2021-22)

Based on the location of the WPPs, two loops (each having 8 WPPs) were proposed to be connected at Jhimpir-2 grid station. The list of WPPs in each loop is provided below:

First Loop:

- ☐ Lakeside (50 MW)
- ☐ Nasda (50 MW)
- ☐ Trans-Atlantic (50 MW)
- ☐ Uni-Energy (50 MW)
- ☐ Iran Pak (50 MW)
- ☐ Artistic (50 MW)
- ☐ Act-2 (50 MW)
- ☐ Cacho (50 MW)

Second Loop:

- ☐ Noor (50 MW)
- ☐ Gul Ahmed (50 MW)
- ☐ Metro-2 (60 MW)
- ☐ Zulaikha (50 MW)
- ☐ Din Energy (50 MW)
- ☐ Indus (50 MW)
- ☐ Shafi Energy (50 MW)
- ☐ DHA-City (50 MW)

The details of the remaining four proposed WPPs is provided below:

- 14 MW Burj WPP connected via loop In-Out of 132 kV Thatta – FWEL-I single circuit
- Norinco (100 MW) and Tricom (50 MW) connected via loop In-out of the 132kV Jhimpir-1 – T.M.Khan 132kV single circuit
- Master Green (50 MW) connected via loop In-out of the proposed Nooriabad – Jamshoro Old 132kV single circuit

3. Development of network for upcoming power plants

As discussed before, an increasing number of sponsors are stepping forward to invest in the energy sector (especially renewable sector) in Jhimpir area. The capacity of Jhimpir-2 substation in the plans of NTDC to come in 2021-22, would be fully consumed once all the above mentioned WPPs are commissioned and there would be no room for evacuation of power from any additional WPP.

Keeping in view the congestion of the local network to accommodate all the upcoming power plants, STDC has come up with a network reinforcement plan in order to strengthen the network by collecting and transmitting power efficiently from all the upcoming wind power plants in the area to large load centers. The proposed plan is attached as Appendix-2.

In this scheme, STDC has proposed to construct a new 220 kV substation at Nooriabad, 220kV substation at Jhimpir area and also one at Gharo. Construction of 220kV substations at Nooriabad, Jhimpir and Gharo will facilitate the evacuation of power from upcoming WPPs after the capacity of NTDC's Jhimpir-2 is fully utilised.

The scheme also shows the network of K-Electric, Maymar, Gadap and Gharo substations will be upgraded from 132kV to 220kV. Similarly 220kV substations would also be constructed at Bahria Town and DHA-City Housing schemes which are large load centers as per load forecast. STDC Nooriabad, STDC Jhimpir and STDC Gharo 220kV substations will be connected to this KE Network using 220kV double circuit to have better system reliability. The conductor preferred would be twin bundled Rail conductor with a thermal rating of 674 MVA per circuit. With this interconnection scheme, the power would be collected and transmitted to the large load center of K-Electric giving relief to the local KE network while maintaining system reliability and stability.

STDC will also lay out guidelines for all the upcoming WPPs in the wind corridor in order to have a stable network. Main points are highlighted below:

- Hybridization of Wind and Solar in wind corridors to have a uniform output throughout the day
- Use of storage batteries with wind farms to address the issue of intermittency. Hence the need of ESS (Energy Storage System) is envitable for stable running of the renewable energy network.
- Use of proper reactive power compensation according to the size of renewable plant to have a better voltage profile of the network
- Compliance to IEEE and IEC Standards.

4. Conclusion

Keeping in view the long term horizon as studied by GOPA, a German consultant of

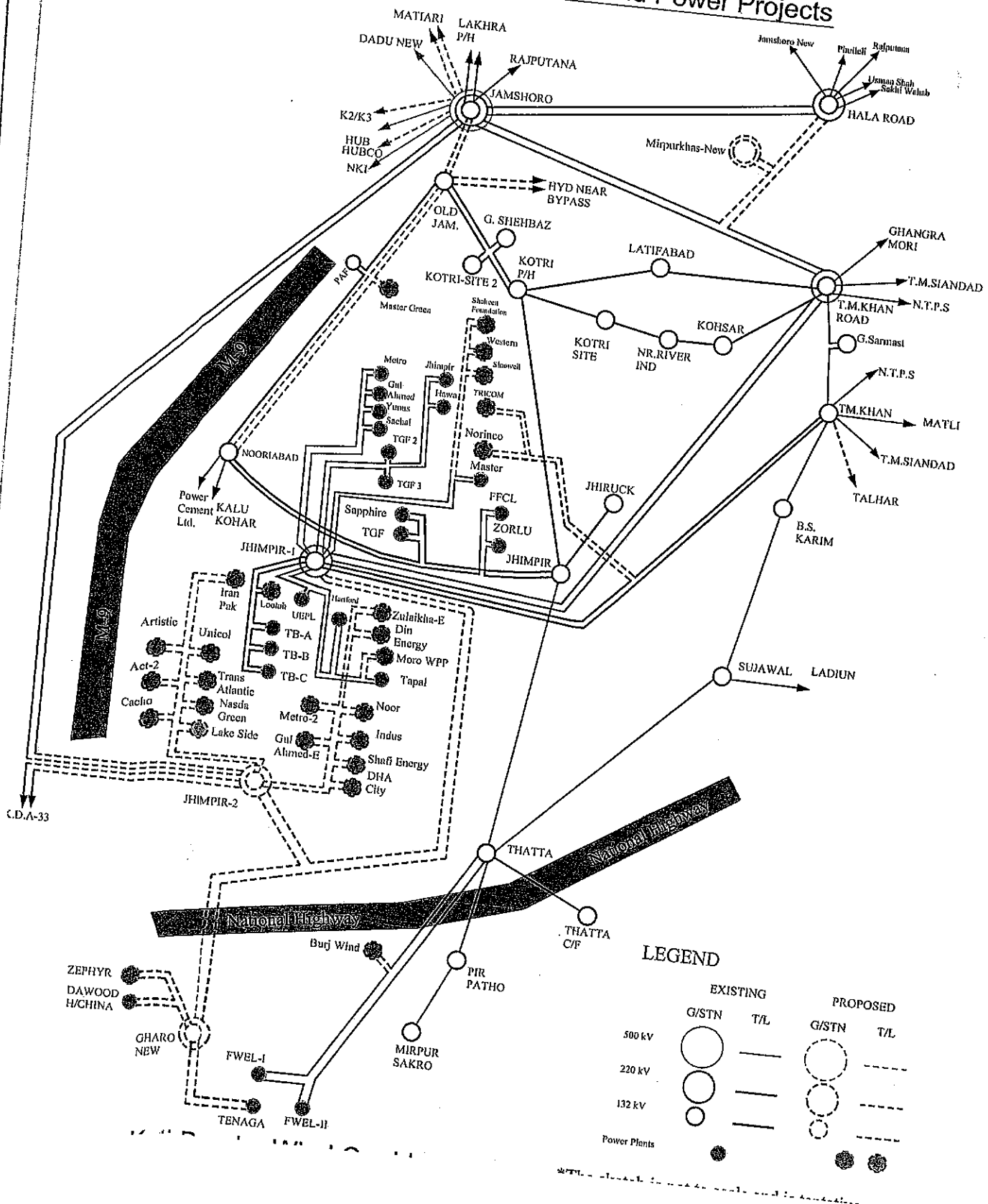
NTDC, a total of **9.4 GW** renewable potential can be availed till 2022. This comprises of 5.5 GW Wind Energy and 3.9 GW Solar PV Energy. The most productive areas are the Jhimpir and Gharo clusters. A strong network and compliance of grid code by all the developers is required to penetrate this amount of energy into the system without compromising system stability and control. STDC, NTDC, K-Electric, HESCO and all the other stakeholders should join hands in making the national grid more stronger and making Pakistan a part of renewable energy revolution.

APPENDICES

Appendix - 1

Plan A Proposed Integrated Scheme of Interconnection for Power Evacuation of Wind Power Projects

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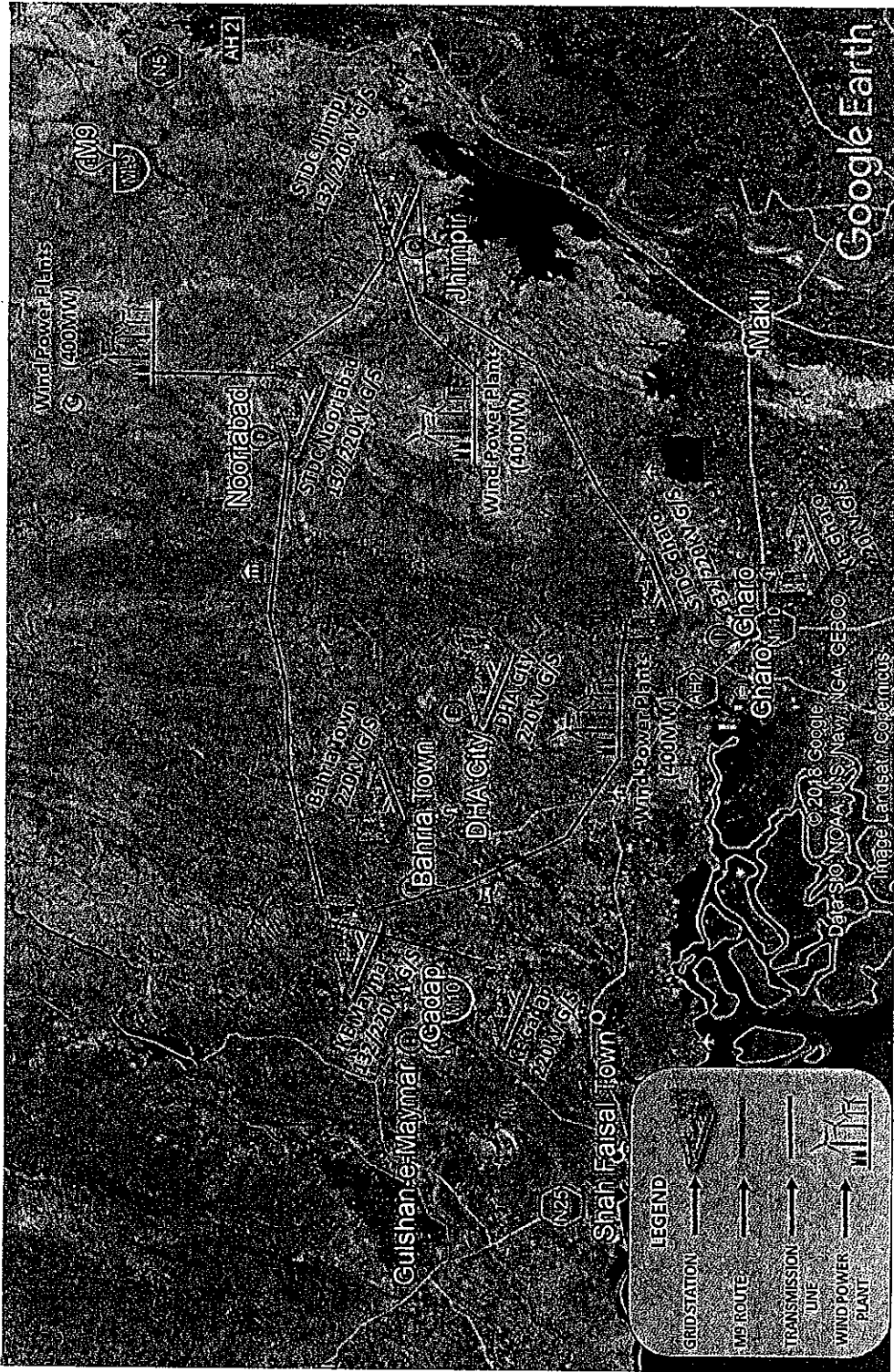


Appendix -2



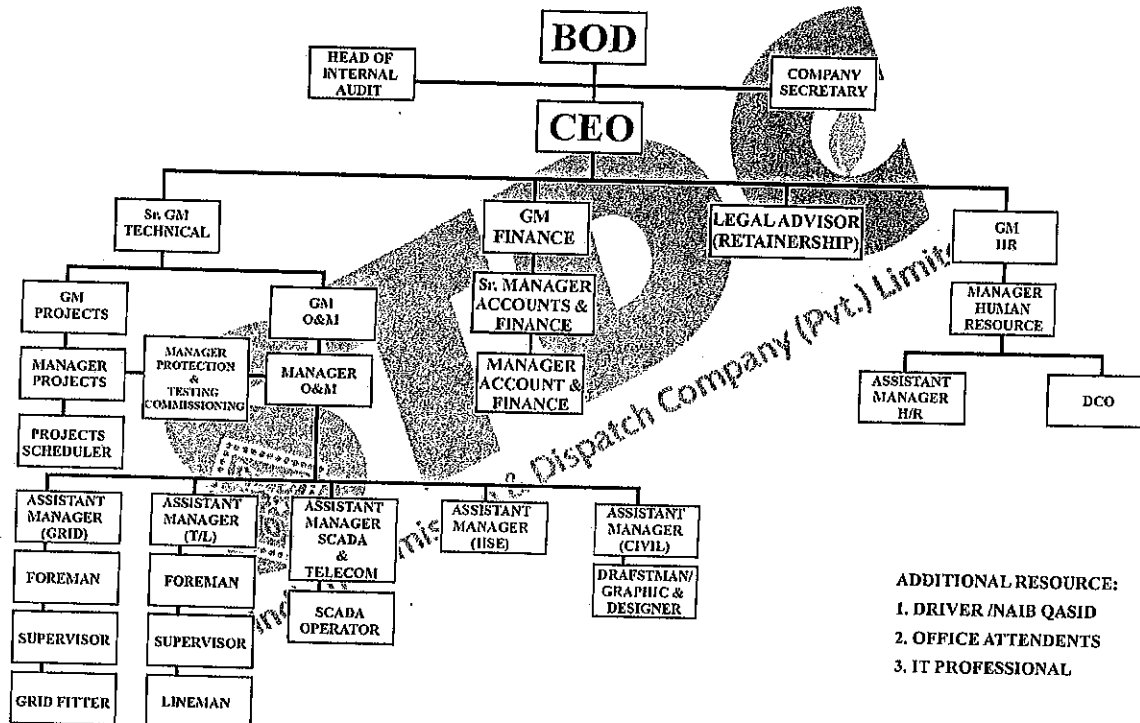
STDC
Sindh Transmission & Dispatch Company (Pvt) Limited

PGC PROPOSED EVACUATION PLAN FOR JHIMPIR WIND CORRIDOR



ORGANOGRAM

ORGANOGRAM



IMPLEMENTATION PLAN

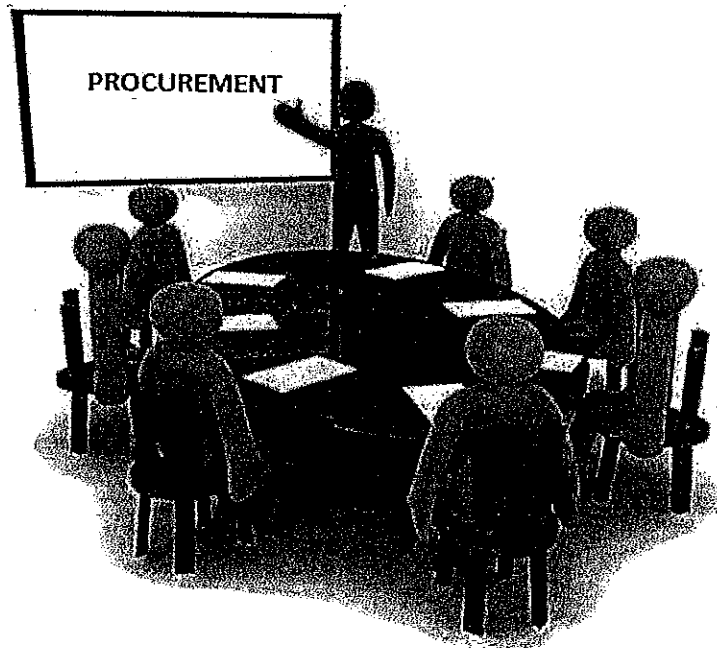


IMPLEMENTATION PLAN

The implementation plan will start from the date of establishment of PGC.

JHIMPIR SCHEME	Time line (Months)
Preparation of Annual Procurement Plan	1-2
Constitution of Procurement Committee	1-2
Hiring of consultant for Jhimpir scheme.	3-4
NIT for Transmission Line EPC contractors	4-6
NIT for Grid Station EPC contractors	4-6
Execution of Transmission Lines Contracts / Completion	24
Execution of Grid Stations Contracts / Completion	24
Establishment of Operation and Maintenance set-up	12
KWSB K- 4 Power Project	
Hiring of Consultant for Grid and Transmission Line	3-4
NIT for Transmission Line EPC contractors	4-6
NIT for Grid Station EPC contractors	4-6
Execution of Transmission Lines Contracts / Completion	24
Execution of Grid Stations Contracts / Completion	24
Establishment of Operation and Maintenance set-up	12

PROCUREMENT POLICY & MANUAL



Foreword

STDC (pvt) limited (COMPANY) is committed to acquire quality Goods, Works and Services, which bring value for money through competitive bidding by following a transparent & efficient procurement process which optimizes the opportunities to partner with quality-conscious and value-driven supply base.

The management of STDC is pledged to comply with all internal and external requirements and to make continual improvement in efficiency and effectiveness of procurement procedures by setting quality objectives and achieving them on regular basis.

This foreword sets the context within which this Procurement Policy & Manual is issued. Deriving value for money and maintaining transparency in every purchase are key requirements for any procuring organization. STDC will strive to be one of leading procuring agency in compliance with all the applicable laws and based on industry's best run business practices. We also recognize the need for the strong and active management of contracts once they are in place to ensure that the delivery of goods, works and services meet STDC requirements within project timelines.

We also aim to reduce processing costs to focus on strategic procurements through greater use of electronic applications. In addition to the fulfilment of above responsibilities, we are also committed to keep reliable management information system reporting on the performance of our suppliers and the markets in which they operate.

This Procurement Policy & Manual shall serve as a guideline for STDC for efficient and effective management of their procurement proceedings which are in line with the Public Procurement laws and business requirements.

Procurement & Services Team

Acronyms & Abbreviations

ADB	Asian Development Bank
AOC	Award of Contract
BoD	Board of Directors
BG	Bank Guarantee
CEO	Chief Executive Officer
CO	Change Order
CBRU	Centralized Billing Receipt Unit
CS	Comparative Statement
EOI	Expression of Interest
GM	General Manager
GOS	Government of Sindh
HSE	Health, Safety & Environment
LAM	Limits of Authority Manual
LOI	Letter of Intent
NEPRA	National Electric Power Regulatory Authority
P&S	Procurement & Services
PO	Purchase Order
PR	Purchase Requisition
RFQ	Request for Quotations
RFP	Request for Proposals
SPPRA	Sindh Public Procurement Regulatory Authority
STDC	Sindh Transmission & Dispatch Company
SD	Security Deposit (Performance Security)
SO	Service Order
WO	Work Order
SSS	Single Source Selection
LC	Letter of Credit
LCS	Least Cost Selection
QBS	Quality Based Selection
QCBS	Quality & Cost Based Selection

Definition of Terms

These explanations are intended to assist the reader in understanding certain terms and abbreviations. The context in which these terms are used in this Manual may further clarify the meaning of a term.

Bid	An offer in response to an Invitation to Bid (ITB)
Bidder	A party which participates in a tender for Goods, Services or Works initiated by STDC.
Bid Security	A financial instrument which provides a source of compensation to the UN for the Vendor's failure to enter into a contract, to provide the required security for the performance of a contract, or to comply with any other condition precedent to entering into a contract specified in the Solicitation Documents, after the Vendor has been selected
Change Order (CO)	A description of changes to be made in a Contract, for the reasons to be recorded in writing, in exceptional circumstances where the change is necessitated by the events which could not reasonably be anticipated prior to award of the Contract.
Closing of Contract	The complete implementation of the Contract by the Contractor/Supplier in accordance with its terms and conditions and to the satisfaction of the Indenting Department.
Contract	An agreement enforceable by law and for the purpose of this Manual, includes Purchase Order, Service Order and Work Order as defined hereunder.
Contract Administration	The implementation of terms and conditions of Contract in letter and spirit.
Contract Commencement Date	The starting date and/or time of Contract Administration as mentioned on the Contract. It is clarified that in the absence of any Contract Commencement date and time the Contract Administration would commence from the date when a Contract is signed by all the parties to the Contract.
Contract Termination	Termination of a specific Contract by STDC prior to its closing and based on its terms and conditions.
Defects Liability	Means and includes the liability of Supplier or Contractor for a specified time as per the terms and conditions of contract to mend any defect in the goods/services/works supplied under a Contract.
Evaluation Committee	A Committee established by the STDC that is responsible for the commercial and technical evaluation aspects of the Source Selection process. The Evaluation Committee is divided into technical and commercial evaluation teams, which are responsible for the technical and commercial evaluation of Submissions, respectively. The Evaluation Committee assesses the ability of the potential Vendors to meet the stated minimum requirements and provides a basis for determining the relative merits of competing bids and proposals.
Evaluation Criteria	Factors or specific areas of consideration that are part of the requirement Specifications. These factors are measurable components of the goods or services required and provide a basis for assessing each Vendor's ability to perform or deliver the goods

	or services.
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Grievance Handling Committee/Team	A committee/Team of STDC constituted under Rule 31 of the Sindh Public Procurement Rules, 2010 as amended from time to time or any other applicable law relating to the Public Procurement for the time being in force.
Incoterms	Global standards for uniform interpretation of common contract clauses in international trade published by the International Chamber of Commerce.
Indenting Department	A department of STDC on whose request procurement of particular goods, or services or execution of works has been undertaken under this Manual. For the purpose of disposal of assets, Indenting Department means a department of STDC on whose request the process for the disposal of assets is initiated by the P&S Department.
LAM	Limits of Authority Manual
Manual	This Procurement Manual as amended from time to time.
Performance Guarantee	A security submitted by a successful Bidder, in the form required by STDC, to guarantee the effective performance of Contract.
Pre-qualification	A process of evaluation of Bidders initiated prior to floating of tenders.
Procurement Board Committee	A committee formed by the Board of Directors in order to oversee the procurement processes being followed by STDC and their amendments.
Procurement Committee	A committee constituted by the CEO to make decisions on award of contracts above Rs. 5 Million and review and approve proprietary and confirmatory orders above RS. 25,000/-
Purchase Order	An order signed by STDC with a Contractor or Supplier for the procurement of goods.
Public Procurement Laws	Means the laws, rules, regulations relating to Public Procurement promulgated and amended by GoS or Sindh Public Procurement Authority from time to time.
Service Order	An order signed by STDC with a Contractor or Supplier to procure services or for the execution of Contract.
STDC	STDC (Company) Limited.
Technical Evaluation of Bids	Means the assessment of bids to determine the compliance against the minimum technical requirements and specifications as set by STDC for a particular procurement.
Work Order	An order signed by STDC with a construction contractor or a supplier to carry out construction works on specified location(s).

All the other terms used but not defined in this Manual, shall have the same meaning as assigned to them in the Sindh Public Procurement Laws and Incoterms.

Chapter –1 Introduction

1.1 Purpose of Procurement Policy and Manual

The core objective of Procurement Policy & Manual is to formulate a comprehensive and uniform set of guidelines expressing essential policies and procedures to be followed for all purchasing activities by all departments of STDC, according to its prescribed financial limits of authority in STDC as per defined organizational structure, roles and responsibilities. The manual also endeavors compliance to the applicable laws enacted to date and various STDC policies and procedures in place. The manual ensures conformity to principle of fairness and transparency. This Procurement Manual shall serve as a guideline for STDC departments for efficient and effective management of their procurement needs which are in line with the statutory / regulatory and business requirements. It is the responsibility of the relevant department to perform their procurement related duties strictly in accordance with this Manual.

1.2 Use of the Manual

The present Manual is intended to provide guidance on procurement policies, procedures and practices to all staff members involved in the procurement and acquisition processes and activities. The Manual is a compendium of regulations in SPPRA as approved by the Government of Sindh. Therefore, the present Manual provides the legal framework to undertake procurement activities in full compliance with current policies and industry practice. Staff should rely on the Manual to guide their actions and to carry out their official duties. Equally, the procedures in this Manual are designed to ensure that those seeking to do business with STDC can be confident that their proposals are considered and assessed in a fair, objective and transparent manner.

1.2 Procurement Policy Statement

In accordance with the policies authorized by the Board of Directors, all purchases will be governed by the following policy guidelines:

It shall be the procurement policy of STDC to obtain all supplies, equipment, works and services at the lowest cost to STDC that meet or exceed the specifications for performance, quality and availability at the time of purchase. While conforming to this policy, the capability, capacity and historical performance of the Supplier will be considered and weighed in the decision process. Invitation of competitive bids will be the principal method of procurement, in compliance with all applicable provincial regulations and STDC policies.

1.3 Scope & Application

The principles, policies, rules, processes and procedures outlined in this manual shall apply for the procurement of Goods, Works (including but not limited to Engineering, Procurement, & Construction projects) and Services (containing but not restricted to Maintenance & Repairs,

1.4 Exclusions

Procurement of following goods and services do not fall under the ambit of this manual:

- a. Purchase made from petty cash fund or travel related expenses such as Travel passage and hotel accommodation for employees while on tour;
- b. Services rendered by public utility companies such as gas, telephone & power distribution companies etc.
- c. Hiring of Human Resources and Manpower for employment on direct STDC contract.
- d. Legal Services.
- e. Financial services for instance Finance functions.
- f. Lease rentals.
- g. Sponsorships.
- h. Brand Management Art Work and conceptual ideas.
- i. Trainings.
- j. Maintenance & Repairs under Rs. 100,000/-
- k. Statutory Auditors

1.5 Revisions to the Procurement Manual / Reviewing Mechanism

Any amendments consequent to a review shall be in compliance with all laws applicable to procurements by STDC including Sindh Public Procurement Laws. Procurement Board Committee on proposal from CEO shall recommend to amend the Manual as and when required in accordance with this clause. Such revisions shall be approved by the BoD.

1.6 Approving Authorities For Purchase Requisition and Award of Contracts

The Authorities to approve different nature of procurements as per their monetary value have been defined in accordance to the company's established limits of authority.

1.7 The Procurement Principles

The principles governing STDC vide procurements are as follows:

Value for Money

- The object of procurement shall bring value for money to the Company

Transparency & Fairness in Process

- Procurement process must ensure transparency and fairness in every aspect

Effective & Efficient procedures

- Effective and cost efficient procurement procedures should be adopted for every purchase activity.

Compliance to Public Procurement Laws

- Compliance to Public Procurement Laws and other regulatory frameworks will be considered a priority

Adherence to HSE Policy

- Company's HSE policy prescribed in bidding documents and contract management shall be abided by all stakeholders in true letter and spirit.

1.8 Ethics in Procurement

The guiding principles of ethical standards are impartiality, independence, and integrity. Ethical behavior must be promoted and supported by appropriate systems and procedures, but systems and strict adherence to procedures alone cannot create an ethical and accountable procurement function. It is essential that all procurement activities be carried out with complete impartiality and no preferential treatment is given to any person. The procurement process must allow bidders to compete for business fairly. STDC staff members associated with the function of procurement are responsible for protecting the integrity of the procurement process and maintaining fairness in the treatment of all Bidders.

A cornerstone of this policy is to maintain confidentiality of Supplier's proposals, quotations, prices, contracts and other proprietary materials unless any law, authority, court or tribunal, etc. require disclosure of such information. Confidential materials are not disclosed to other suppliers, external organizations, unauthorized persons, and companies etc. whether in the same business or not. Disclosure of confidential materials is not only unethical and unprofessional but it may also lead to legal action. The employees should also ensure adherence to the company's anti-bribery & anti-corruption policy.

1.9 Conflict of Interest

Persons involved in procurement process shall maintain ethical values in accordance with Business Principles and Ethics Policy of STDC. Disclosure of immediate relatives in business must be made to ensure transparency at all times.

1.10 Corrupt & Fraudulent Practices

In pursuance of this policy, STDC officials shall not use their authority or office for personal gain. They shall not accept or request anything of material value from any prospective or current Contractor/Supplier for themselves. STDC defines, for the purposes of this provision, the terms set forth below as follows:

Corrupt practice is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of a person for the execution of Contract.

Fraudulent practice is any act or omission, including a misrepresentation, that a person does

knowingly or with reasons to believe that it is misleading, or attempts to mislead, a person to obtain a financial or other benefit or to avoid an obligation. It also includes the submission of forged and fake documents to STDC to influence the execution of Contract.

Collusive practice is an arrangement between two or more persons designed to adversely influence the procurement process of STDC.

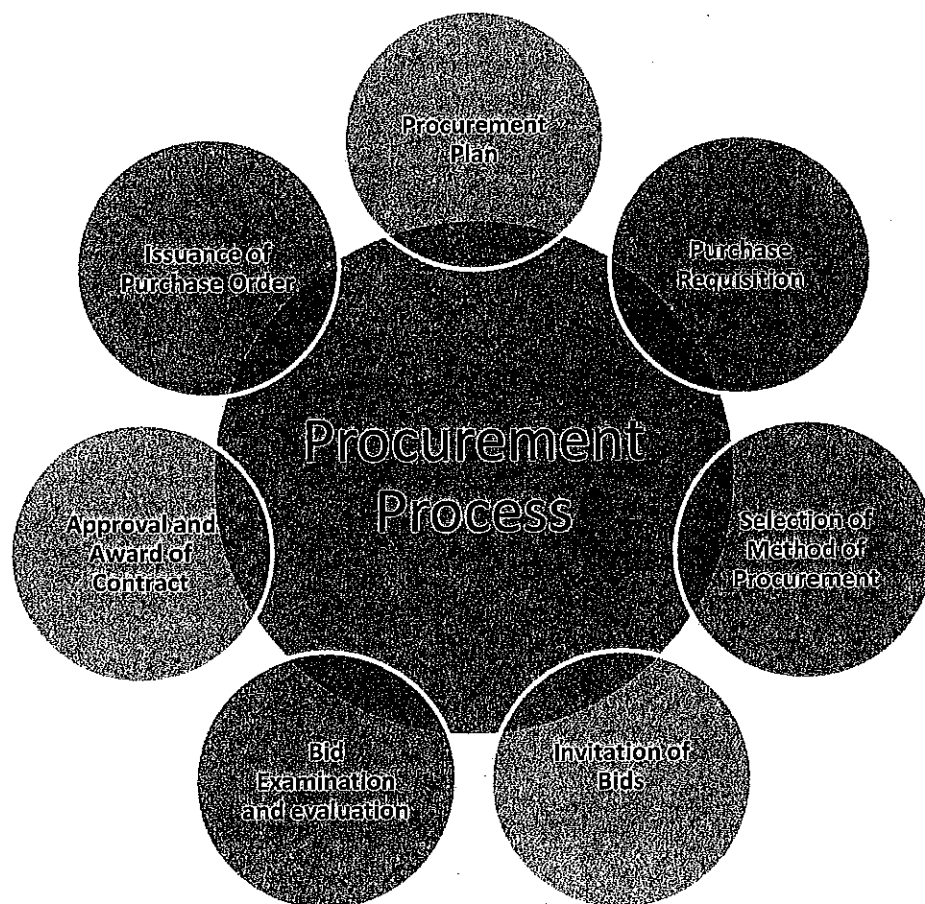
Coercive practice is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property of a person to influence improperly the actions of a party to get the contract awarded.

Obstructive practice is deliberately destroying, falsifying, altering, or concealing evidence material to the investigation or making false statements to investigators in order to materially impede STDC investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/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 STDC's inspection and audit rights.

P&S Department shall scrap a procurement tender immediately if it determines that the any employee of STDC or Bidder recommended for award, or any of Contractor's personnel or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, have been, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices. STDC also reserves the right to blacklist the bidders or initiate any criminal action against the bidder for any of the practices as mentioned in clause 1.10. In case an employee of STDC is involved in any of the practices as mentioned in clause 1.10, an appropriate action shall be taken against the said employee under STDC anti-bribery policy and the current federal and provincial laws.

1.11 Procurement Record

P&S department shall maintain a record of all the procurement proceedings (hard and soft copies) along with their associated documentation for a period of minimum five years in accordance with International Standards on Auditing (ISA 230 'Documentation'). Such maintenance of record shall also be applicable on variation of regulation from time to time.



Procurement Process Timelines

The duration it would take to accomplish each task in the procurement process depends on the nature, complexity, value and risk associated with the procurement. Whereas efficient procurement brings economy and operational profitability, therefore, P&S has its objective to complete the procurement process as efficiently as possible, depending upon approvals.

2.2 Annual Procurement Plan

Procurement planning facilitates in defining annual procurement requirements of STDC with an objective to identify the Goods, Services and Works to be procured. Procurement planning not only leads to proper consolidation of item wise purchasing but also provides opportunity to maximize value for money and leverage to STDC in the market place. Procurement planning is directly associated with annual budget forecast for revenue and capital expenditures, therefore, following mechanism is devised to facilitate better planning for companywide consolidated

procurements;

- a. Each department at the time of their annual budget forecast should formulate an annual procurement plan. The plan includes the approximate value of the Goods, Services or Works to be procured, procurement method to be followed, the anticipated starting date of the procurement process, and the anticipated Contract award date (if known). Budget estimates should be developed as accurately as possible.
- b. Procurement plans should be finalized every year in June or before that as soon as the budget figures for the new financial year have been confirmed / approved. All Indenting Departments must present their procurement plan details to P&S department while ensuring that they are in line with the approved budgets.

2.3 Purchase Requisition (PR)

A comprehensive yet precise description of procurement requirement is essential to the beginning of procurement process. The Purchase Requisition ("PR") is the document that defines the need for Goods, Works and Services based on justifiable reasons, with precise quantities and accurate estimates in line with STDC's approved budget, authorized by designated authorities as per business requirements and STDC's objectives.

The Indenting Department, which requires to procure Goods, Works or Services exceeding the value of petty purchases as specified in LAM, whether chargeable to Capital Expenditure or Revenue Expenditure, would initiate a PR as per LAM, in accordance with the annual procurement plan, and forward it to P&S Department for further processing.

The PR, as a minimum should contain the following details/documents;

- a. *Detailed Scope of Work:* PR must contain the detailed work scope including Terms of Reference, Agreements, Special Terms and Conditions (if any), drawings, compliance sheets, etc. It must also mention the line item wise quantities required along with location description.
- b. *Cost Estimate Break-Up:* Indenting Department must append cost analysis or break up of items while processing the PR, so that Bids can be evaluated on authentic cost reference.
- c. *Specifications:* The PR must have accurate and detailed specifications, which provide a level playing field to all interested suppliers and do not favor a single supplier, nor put others at a disadvantage. Specifications shall be generic and shall not include brand names, model numbers, catalogue numbers or similar classifications like origin etc. However, if the use of or a reference to a brand name or a catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words "or equivalent".

Bid evaluation criteria: Along with the PR, Indenting Department will formulate a Bid Evaluation Criteria, which will have a list of all the information against which the bids will be evaluated and will be reviewed by the P&S department. The Bid Evaluation Criteria is an integral part of the bidding documents and must be appended with the PR. The Bid Evaluation Criteria should include Bidder's qualification, details regarding capacity, capability, financial and technical expertise, HSE, etc. with an appropriate rating and minimum passing marks of eligibility.

- d. *HSE Requirements:* Wherever HSE critical activities are required as a part of contract execution, complete HSE terms and conditions will be provided by Indenting Department in accordance with ISO 9001 (Quality Management System), ISO 14001 (Environmental Management System) and OHSAS 18001 (Occupational Health & safety Management System).

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- e. *Justification*: Each PR must have a comprehensive justification as to why the product, service or Work is being procured and how it will benefit STDC. The justification of price must also be provided by providing market analysis or source of estimate and its accuracy.
 - f. *Approvals of Purchase Requisition*: The PR shall be approved in the System as per LAM.

In case if any of above contents are deficient or incomplete in PR then P&S department has the right to reject the PR and un-release it within three working days after receipt of such PR.

2.4 Selection for Method of Procurement

The procurement of goods, works and services (including hiring of consultants) is accomplished through a variety of different methods. These methods are specified as follows:

a. *Competitive Bidding*

P&S will adopt Competitive Bidding as the default method of procurement. For competitive bidding any one of the following methods may be adopted:-

i) **Single Stage-One Envelope**

The bids invited shall consist of the commercial/financial and technical proposals (if any) both clearly marked, inserted into a single package. The packages are opened in the presence of bidders at the date and time mentioned on the bidding documents. The bids are evaluated and the Contract is awarded to the lowest evaluated Bidder.

Applicability of procedure: This shall be the main open competitive bidding procedure, which will be used for the procurement of goods, works and services.

ii) **Single Stage-Two Envelope**

There is a single package consisting of the technical and financial proposals in separate envelopes clearly marked as technical and financial proposal. In the first stage, only the technical bids will be opened and evaluated according to evaluation criteria prescribed in advance with the bidding documents. The financial proposals shall be kept in secure custody inside the tender box. The technical proposals which do not meet the evaluation criteria shall be rejected. Once the technical evaluation is complete, the financial bids of only technically compliant bidders shall be opened publicly i.e. in the presence of bidders, who want to attend the opening of financial proposal, at a date, time and venue conveyed to the bidders in advance.

Neither Indenting Department nor any Bidder will be allowed to make any amendment in the bid after the bid has been opened. The financial proposal of technically non-compliant bidders shall be returned to them un-opened. The technically compliant bid with lowest cost shall be awarded the Contract.

Applicability: The procedure is applicable where the bids need to be evaluated on technical and financial grounds both and the price is taken into account only after technical evaluation. This procedure is mainly used in the procurement of material/goods, equipment or complex services where the technical evaluation of the bids is important and puts the qualified bidder at a competitive advantage.

iii) **Two-Stage Bidding Procedure**

The bidders first submit their technical proposals as per the given specifications without the commercial/financial/price proposal. The technical proposals shall be opened on the date and time mentioned on the bidding documents. The technical proposals shall be evaluated in accordance with the specified evaluation criteria and

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- a. Each department at the time of their annual budget forecast should formulate an annual procurement plan. The plan includes the approximate value of the Goods, Services or Works to be procured, procurement method to be followed, the anticipated starting date of the procurement process, and the anticipated Contract award date (if known). Budget estimates should be developed as accurately as possible.
- b. Procurement plans should be finalized every year in June or before that as soon as the budget figures for the new financial year have been confirmed / approved. All Indenting Departments must present their procurement plan details to P&S department while ensuring that they are in line with the approved budgets.

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The Indenting Department, which requires to procure Goods, Works or Services exceeding the value of petty purchases as specified in LAM, whether chargeable to Capital Expenditure or Revenue Expenditure, would initiate a PR as per LAM, in accordance with the annual procurement plan, and forward it to P&S Department for further processing.

The PR, as a minimum should contain the following details/documents;

- a. *Detailed Scope of Work:* PR must contain the detailed work scope including Terms of Reference, Agreements, Special Terms and Conditions (if any), drawings, compliance sheets, etc. It must also mention the line item wise quantities required along with location description.
- b. *Cost Estimate Break-Up:* Indenting Department must append cost analysis or break up of items while processing the PR, so that Bids can be evaluated on authentic cost reference.
- c. *Specifications:* The PR must have accurate and detailed specifications, which provide a level playing field to all interested suppliers and do not favor a single supplier, nor put others at a disadvantage. Specifications shall be generic and shall not include brand names, model numbers, catalogue numbers or similar classifications like origin etc. However, if the use of or a reference to a brand name or a catalogue number is essential to complete an otherwise incomplete specification, such use or reference shall be qualified with the words "or equivalent".

Bid evaluation criteria: Along with the PR, Indenting Department will formulate a Bid Evaluation Criteria, which will have a list of all the information against which the bids will be evaluated and will be reviewed by the P&S department. The Bid Evaluation Criteria is an integral part of the bidding documents and must be appended with the PR. The Bid Evaluation Criteria should include Bidder's qualification, details regarding capacity, capability, financial and technical expertise, HSE, etc. with an appropriate rating and minimum passing marks of eligibility.

- d. *HSE Requirements:* Wherever HSE critical activities are required as a part of contract execution, complete HSE terms and conditions will be provided by Indenting Department in accordance with ISO 9001 (Quality Management System), ISO 14001 (Environmental Management System) and OHSAS 18001 (Occupational Health & safety Management System).

may be discussed with the bidders. After such discussions, all the bidders shall be allowed to revise or adjust their technical proposals to meet STDC's requirements. STDC may also revise, delete, modify or add any aspect of the technical requirements or evaluation criteria with SPPRA Rules. STDC shall communicate all revisions, deletions, modifications or additions to all the bidders equally at the time of invitation to submit final bids, and sufficient time will be allowed to the bidders to prepare their revised bids. The further allowance of time should not be less than fifteen days in the case of national competitive bidding and thirty days in the case of international bidding. The objective of this exercise is to ensure that all technical proposals conform to the same acceptable technical standards and meet the technical requirements specified by the Indenting Department. The bids of bidders who are incapable or unwilling to conform their bids, in accordance with the technical requirement of STDC, shall be allowed to withdraw their bids without forfeiting their bid security. Confirmation will be taken from those bidders who are willing to adjust their technical proposals according to STDC's requirements. They will sign on the agreed proposals.

Once the evaluation of technical proposals is complete and the acceptable technical standards have been communicated by STDC, the bidders will be requested to submit their commercial/financial proposals according to the final technical bid as per STDC's requirements. The revised technical proposal and financial proposal shall be opened publicly at a date and time specified by STDC.

In setting the date, STDC should make sure that bidders have sufficient time to incorporate the required changes in the technical proposals and prepare their commercial/financial proposals accordingly. The financial proposals and revised technical proposals shall be evaluated, and after having approval, the Contract shall be awarded to the lowest compliant bidder.

Applicability: This procedure is adopted for large and complex Contracts or cases where technically unequal proposals are likely to be received or where different options exist in the market and for a given set of performance requirements, two or more equally acceptable technical solutions might be available or where technical concepts are unknown. Examples include technically complex equipment, technology services, brand concepts, activation concepts and advertisements etc.

iv) Two Stage-Two Envelope Procedure:

The Bidders shall submit two sealed envelopes (technical and financial proposals) enclosed in a single envelope. The technical proposals shall be opened on the date and time mentioned on the bidding documents. The financial proposals shall remain sealed in the tender box.

The technical proposals shall be evaluated. If STDC requires amendments/changes in the technical proposals, the amendments/changes shall be discussed with the Bidders with reference to STDC's requirements. The Bidders shall be allowed to revise or adjust their technical proposals according to the requirements of STDC.

The objective of this exercise is to ensure that all technical proposals conform to the same acceptable technical standards and meet the technical requirements specified by the Indenting Department/STDC. The Bidders who are incapable or unwilling to conform their technical proposals to the revised requirements of STDC shall be allowed to withdraw their bids without forfeiture of their bid security.

After agreement between the bidders and STDC on the technical requirements, Bidders shall submit their revised technical proposals and supplementary price proposal based on the technical standards agreed upon. The Bidders shall allowed sufficient time to incorporate the agreed upon changes in the technical proposal and to prepare the required supplementary financial proposal.

The original price proposals and the modified bid proposals shall be opened on the date and time specified by STDC.

The whole proposals shall be evaluated in accordance with the evaluation criteria and the bid found to be the lowest evaluated bid shall be accepted.

b. Alternate methods of procurement

i) Petty purchases

If the maximum value of the subject matter of procurement is Rs: 25,000/- or less as specified as per LAM, the Indenting Department will create and issue order to execute the Contract, by obtaining impartial quotation. However, splitting of Contract is prohibited. The orders issued are generated through the system. These Purchase Orders for petty purchases are usually issued for the supply of following items:

1. Stationery items;
2. Office supplies including computer accessories;
3. Printing/printed Stationery;
4. Supply under emergency or urgency;
5. Other items or maintenance works at locations;

The Purchase Order will be issued and copies will be distributed according to normal Purchase Order issuance policies and procedure. Splitting and regrouping is prohibited.

ii) Request For Quotation (RFQ) /Lower limit purchase:

If the value of the goods, services or works to be procured is equal to or below Rs. 250,000/- and it has standard specifications, three sealed quotations will be obtained and the Purchase Order will be awarded to the vendor who gave the lowest quote.

iii. Proprietary Purchases:

A "proprietary" purchase means that only one supplier (source), to the best of the knowledge of Indenting Department and verified by P&S department based upon thorough research, i.e. conducting a market survey, is capable of delivering the required goods or service. Similar types of goods and services may exist, but only one supplier, for reasons of expertise, and / or standardization, quality, compatibility with existing equipment, specifications,

or availability, is the only source that is acceptable to meet the specific needs of STDC. Price cannot be used as a factor in determining if a sole source exists because it indicates the existence of a competitive marketplace. However, this method cannot be used to avoid competition.

Insofar as practicable, all purchases shall be based on competitive bidding, however, competitive bidding are not necessary for purchases, which are clearly and legitimately limited to a single (sole) source of supply applicable on following instances / situations in which the procurement can be made through direct contracting;

1. Where a change of supplier would oblige STDC to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportion in operation and maintenance; Provided that the Contract or Contracts do not exceed three years in duration.
2. Only one supplier or manufacturer exists;
3. Repeat orders do not exceed fifteen percent of the original procurement;
4. In case of an emergency; provided a competent authority of STDC declare an emergency;
5. Procurement of motor vehicles;
6. Where price of goods, services or works is fixed by government, any other authority, agency or body duly authorized by the Government on its behalf;
7. The procurement concerns the acquisition of spare parts or supplementary services from original manufacturer or supplier.

iv. Negotiated procurements:

Bids can be invited with or without advertising for some procurements under the following conditions;

1. The supplies involved are manufactured purely for the purpose of supporting a Specific piece of research or an experiment, a study or a particular development;
2. For technical or artistic reasons or for reasons connected with protection of exclusive rights or intellectual property, the supplies may be manufactured or delivered only by a particular Supplier.
3. In case of emergency or urgency.

In case of Proprietary procurements and Negotiated Tendering all price negotiations will be carried out by P&S department. Indenting department support may be requested on case to case basis for such negotiations.

2.5 Pre-qualification

Prequalification exercise may be carried out prior to floating of tenders or invitation to proposals to prequalify the bidders in case of services, civil works, turnkey projects and procurement of expensive and technically complex equipment to determine the experience, performance, capacity, capability, technical expertise and financial soundness of eligible bidders. Indenting and P&S department will jointly identify the cases where prequalification is required and team comprising of representatives of Indenting, P&S and other relevant departments will be formed to carry out the exercise.

2.6 Invitation To Bid & Bid Submission

2.6.1 Invitation to bid:

Inviting bids from prospective bidders include the following matters of vital importance;

a. Tender Notices/Advertisements:

Procurements shall be advertised according to their prescribed limits, from time to time in the manner and format specified by the P&S department. Procurement opportunities may also be advertised in print media having their widest circulation of English, Urdu and regional languages, except in the case of single source or proprietary objects. Below is the minimum information which should be provided in tender notice/advertisement irrespective of the medium of advertisement:

- i. Name of STDC with complete address;
- ii. Tender number (for identification);
- iii. Procurement title (indicating description of requirement);
- iv. Last date for obtaining bidding documents and its price (if any);
- v. Closing time and date as well as place for receiving bids;
- vi. Time and place of public opening of bids (bids must be opened on the closing date);

Where necessary and relevant, STDC may choose to advertise proprietary nature procurements in order to establish that alternate sources might be available locally or internationally. If the advertisements are placed on Website, the information will remain available on the website until the closing date for the submission of bids. All procurements will be advertised according to the prescribed financial limits mentioned hereunder.

Table 1

Value Of Procurements	Invitation to Bid Procedure
Upto Rs. 25,000/-	It is exempt from the requirements of bidding or quotation of prices.
From Rs. 25,001/- to Rs. 100,000/-	Minimum three sealed quotations will be obtained and the object of procurement would be purchased from the supplier offering the lowest price.
From Rs. 100,001/- to Rs. 1,000,000/-	Tender Notices to be uploaded on STDC & SPPRA websites.
Above -Rs. 1,000,000/-	Tender notices to be published in print media in addition to being posted on STDC & SPPRA websites.

b. Bidding Documents:

P&S department will use the following standard set of documents to invite bids:

- i. Request For Quotation (RFQ) consisting of the complete data from the Purchase Requisition including;
 1. Scope of work, Specifications and drawings;
 2. Mandatory requirements for eligibility;
 3. Bid evaluation criteria;
 4. Formats of all the securities required (where applicable);
 5. Details of standards (if any) that are to be used in assessing the quality of Goods, Works or Services;

6. The form of contract if any;
7. HSE requirements where applicable;
8. Delivery time or contract duration;
9. Warranties/Defect Liability period;
10. Any other details necessary for bidding or bid evaluation.
11. Format of Letter of Credit and Bank Performance Guarantee.

c. *Bid Security:*

An amount between 2% - 5% of estimated amount of procurement can be fixed as Bid Security in the bidding documents depending on the nature and financial worth of the procurement. The bid security may be submitted in the form of Pay Order or Demand Draft in favor of STDC. In case of Imports and high value procurements exceeding Rs. 10 Million, Bank Guarantees from reputable Local and multinational Banks are also acceptable subject to the verification by STDC. Any bid without bid security will be rejected at the time of tender opening. Financial instruments of technically disqualified Bidders will be returned after completion of technical evaluation. For the Bidders who are technically qualified but were determined commercially unsuccessful, the bid security will be returned after finalization and acceptance of Purchase Order by the successful Bidder or bid validity date, whichever is earlier. For the successful Bidder bid security will be retained and adjusted against the required performance guarantee for contract performance.

d. *Pre-Bid Meeting:*

STDC may arrange pre-bid meetings where it considers appropriate to clarify the technical and procurement aspects of the bid documents and to discuss the technical and procurement requirements with prospective Bidders. Procurements worth Rs. 10 Million and above must include this meeting in Procurement process. However, P&S and Indenting departments may decide on holding of the meeting below the threshold of Rs. 10 million on case to case basis. All concerns highlighted during the pre-bid meeting would be taken into consideration in order to improve the process and sufficient information should be provided to bidders for submission of proposals that correspond the best to STDC's requirement. Minutes of such meeting will be circulated to all stakeholders including all the Bidders who have collected the bid documents whether they have attended the meeting or not within three working days.

2.6.2 Submission of Bids:

The bidders can submit their bids by mail or drop in the Procurement Tender Box at STDC's Head office building by hand. The closing date, time and place for receipt of bids will be specified on the invitation of bids/advertisement. Any bids received after the closing date and time shall not be accepted/considered.

- a. Number of Bids: There is no restriction on the number of bids received by P&S once the advertisement has been published accurately as per the prescribed procedure.
- b. Single Bid: If the only single bid is received in response, the single bid may be considered if it meets the evaluation criteria expressed in tender notice and is not in conflict with any other rules, regulations or policy. However, a decision to be made with due diligence and shall ensure that the procurements are conducted in a fair and transparent manner. The object of procurement brings value for money for STDC and the procurement process is efficient and economical. In such cases due diligence will be carried out by P&S department.
- c. Multiple Bids by Bidder(s): If allowed by STDC and as per the procedure defined in the bidding documents, a bidder may submit multiple or alternate bids along with separate bid security.

- d. Conditional Bids: Any condition(s) put by the bidder in its proposal whether technical or commercial will be rejected by STDC unless withdrawn by the bidder.
- e. Bids on STDC's Form: Bidders must use the same form as provided by STDC for filling in their bids and are not allowed to make any changes in the quantities, units or prescribed specifications.
- f. Bid Submission Envelope: The envelopes shall be specifically marked according to the nature of documents (i.e. Technical or Commercial or main envelope containing both) and shall specify tender reference number, due date, time and supplier's name and address preferably on STDC provided format. All bid envelopes must be properly sealed. Bidders located in upcountry or outside Pakistan must mail their bids after calculating time required for transportation and delivery of their proposal(s) at the address given in tender documents.
- g. Bid Opening: Sealed Bids are to be opened as follows:

Table 2

Value Of Procurement	Bids Opening Procedure
from Rs. 25,000/- to Rs. 100,000/-	Bids shall be opened by Procurement officer along with respective Procurement Manager.
Above Rs. 100,000/-	Bids shall be opened by Bid Opening team, comprising of P&S, Security and P&S departments at least 30 minutes after the deadline for submission of bids. The bids shall be opened in the presence of all the prospective bidders or their representatives who wish to witness the bid opening and said bidders would also sign an attendance sheet.

The persons authorized above will sign and stamp all pages of commercial bids where rates are specified and at prominent pages of technical bids. They will also fill in the bid opening form specifying Tender reference, subject, bid opening date and time, name of bidders and in case of commercial bids final prices. In case of two envelopes bidding procedure, technical bids will be opened first and will be sent to the Indenting department for evaluation. Commercial bids will be retained in the tender box, which will be opened subsequent to the finalization and approval of technical evaluation on the date to be decided and communicated to the technically compliant bidders in advance. The commercial bids of the technically disqualified bidders will be returned unopened prior to the opening of financial bid.

Bid Validity: Bids quoted by the bidders to remain valid till time specified in the tender documents and can be extended one time only with same period as originally specified in the quoted bid.

2.7 Bid Examination and Evaluation:

All bids shall be evaluated in accordance with the bid evaluation criteria and terms & conditions prescribed in the bidding documents. Evaluation criteria after opening of bids can neither be modified nor may any new parameter or condition be used for evaluation of bids that had not been specified in the bidding documents earlier. Following points should be considered while evaluating the bids;

- a. Confidentiality: All bids related information, including the price quoted by bidders, shall be kept confidential and would not be disclosed to any unauthorized persons within STDC or competitors, under any circumstances. STDC may, during or after the bidding process, without the permission of the bidder(s),

provide the bidding documents or price quoted by the bidder(s) to any court, or authority upon written demand, notice or order. However, such confidentiality bindings will not affect disclosure of any such information required under the Public Procurement law.

- b. Responsiveness of Bid: Responsiveness of Bid will be determined on the basis of completeness of requirements presented in the bid documents. Technical and commercial terms must be duly complied with.
- c. Technical & Commercial Evaluation of Bids: Indenting departments shall comprehensively evaluate bids in the light of evaluation criteria specified in bidding documents and verify compliance to specifications within specified time to be determined by P&S Department depending on the nature and complexity and participation of bidders. P&S Department will commercially evaluate the bids and make comparative statements. In commercial evaluation, if there is a discrepancy in the 'rate' and corresponding 'amount' in any bid, the 'rate' will be considered final. Furthermore, if there is a tie among the bidders with respect to commercial quotes then preference will be given to the bid which had secured higher marks in the technical evaluation. In case of single bidder, the rates quoted may be compared with past trend of prices of that particular item and/or, if available, market survey prices for due diligence. There shall be no negotiations with any of the bidders in Open competitive bidding procedures. However, during commercial evaluation of the bids, rate analysis may be sought from bidders to justify the commercial value of their bids. P&S Department has the authority to bring down the cost on justifiable grounds for the award of contract in direct contracting and negotiated tendering.

While evaluation, if bid quotes are exceeding 25% of the estimated value or technically non-conforming, then STDC has the authority to reject all the bid(s) and may go for re-bidding based on approval by GMs of P&S and indenting department. Before rebidding, P&S Department may advise Indenting department to revise the budget estimates, specifications, evaluation criteria or any other conditions deemed necessary after assessing the reasons for rejection.

Evaluation Report: A summary evaluation report will be created by P&S Department as per SPPRA specified format and will be uploaded on STDC and SPPRA websites at least ten days prior to the award of Contract.

2.8 Approval and Award of Contract

P&S Department shall prepare a comprehensive Approval Note mainly covering the following:

- a. Brief background of the tender and budgeted amounts;
- b. Bid opening details specifying number of bids received, rejected and technically qualified;
- c. Summary of evaluation of bids based on the criteria specified in bidding documents;
- d. Discounts offered (unconditionally/ unilaterally) by the bidders;
- e. Recommendation made by Indenting & P&S departments regarding lowest evaluated bid;
- f. Where the case has been re-tendered, brief background of the previous tender;
- g. Reasons for rejection of bids which are either technically or commercially disqualified;
- h. The prices and the delivery schedule (effective period in case of Annual contracts);
- i. Historical price trend for similar Goods, services or works.
- j. Market research for high value Goods, services or works.
- k. If other than open competitive bidding adopted as a method, reference to the relevant rule and sub-rule Invoked under SPPRA and justifications in its support.

Approval of award of Contract for normal tendering above Rs. 5 Million will be given by the Procurement Committee, whereas, award of contract below Rs. 5 Million will be accorded as per LAM. In case of proprietary procurements and negotiated tendering, approval will be provided by Procurement Committee for procurements above Rs. 25,000.

2.9 Letter of Intent

An LOI may be issued to the successful bidder by STDC in following circumstances:

- a. Issuance of performance bank guarantee.
- b. Opening of Letter of Credit.

For open competitive bidding, all LOIs issued must clearly state that any and all terms and conditions that may have been submitted by Bidder stand cancelled and the issuance of the LOI in name of the Bidder shall mean that the Bidder has accepted the award of the original terms and conditions of the bid as specified by STDC.

2.10 Issuance of Purchase Orders

After completion of all procurement processes and approvals, P&S Department must issue a system generated & uniquely numbered Purchase Order /Service Order/ Work Order in favor of the successful bidder whose bid has been determined as lowest evaluated bid. The Purchase / Service / Work Orders shall include but not be limited to the following:

- a. Order number and date;
- b. Supplier's name and contact information;
- c. Reference of Tender number and PR number;
- d. Title of procurement;
- e. Detailed scope of procurement / work;
- f. Specifications, drawings and technical details (where applicable);
- g. In case of goods/materials, the name of manufacturer, brand/model/country of origin etc;
- h. Delivery schedule / dates against each line item (if applicable);
- i. Rates and total amounts against each line item;
- j. Total amount of order (in figures and words);
- k. Terms and conditions (specific or specialized nature by indenting department);
- l. Security Deposit details;
- m. Payment mechanism
- n. Liquidated damages, Force Majeure & Arbitration clauses (for goods, services & works);
- o. Integrity Pact if the amount of Contract is Rs. 10 million or more;
- p. Any other information appended with the order that forms an essential part of contract;
- q. General Terms and Conditions.
- r. HSE terms and conditions (if applicable)

Two copies of system generated order will be duly signed & stamped by authorized persons of STDC and the Vendor. A soft copy of PO will be shared electronically by P&S department with indenting and P&S departments (Account Payable Section for local purchases & Finance Department for imports) for record keeping and payment processing.

2.11 Grievance handling Team

The grievance handling of Vendors will be done in the following manner:

- a. Bidders may submit their grievances within 15 days of publication of bid evaluation report on STDC and SPPRA websites;
- b. STDC CEO shall constitute Grievance Handling Committee comprising of an odd number of officials to address complaints of bidders with respect to the tendering process;
- c. The Committee shall complete its review within 15 days of receipt of the complaint and shall arrive at a decision. The final decision along with the reasons must be made available to the aggrieved bidder.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Any complaint from any person other than the bidder will not be entertained by the Grievance Committee team.

Chapter –3 Contract Management

3.1 Contract Management

Contract Management pertains to the various processes which are applied to manage the Contract once it is placed on the Supplier until the time the complete/final payment is made, guarantees released, performance evaluation of the Supplier is carried out and the Contract is closed in the system. This chapter will deal with all relevant aspects of Contract Management process.

3.2 Security Deposit (SD)/ Performance Guarantee (PG) Management

In order to mitigate the risks, STDC would require SD/PG to ensure that the Contractor's performance of the Contract and delivery must be in conformity of terms and condition of Contract. Security Deposit or performance guarantee provided by suppliers should not exceed 10% of the total Contract value. The SD/PG retention policy would be as follows:

Table 4

Nature of Procurement/ Contract	Retention Policy
Consumable Supplies (Not under warranty) and services	Till the payment of final bill
Equipment (under principal's warranty)	Till the payment of final bill
Equipment (Under contractor's warranty)	Retained till the expiry of warranty period.
Projects & Works	Retained till one year after completion of defect liability period.

In Goods procurements, the Bid security of successful bidder will be converted into performance guarantee deposit and if there is a shortfall then the contractor is supposed to deposit the differential amount within LOI validity for order processing. For Services and Works procurements, the shortfall amount will be deducted from running payments till the final bill regardless of the work executed, unless, change order of the revised amount has been issued. Pay Orders, Demand Drafts and Bank Guarantees will be sent to P&S Department for verification and record keeping after entering the details. In case of submission of fake financial instruments by contractor, STDC will take action, including criminal action, as per applicable laws. The threshold for SD/BG is provided in table below;

Table 5

Value Of Procurements	Performance Guarantee / Security Deposit Requirements
Upto Rs. 100,000/-	No Requirement
From Rs. 100,001/- to Rs. 2,000,000/-	5% of Contract Value.
Above Rs. 2,000,000/-	10% of Contract value
Direct Contracting/Negotiated Tendering upto Rs. 5 Mn.	Upto 5% of Contract Value.
Direct Contracting/Negotiated Tendering above Rs. 5 Mn.	Upto 10% of Contract Value.

Any waiver from the above threshold shall be authorized by CEO.

In case of rate running contracts where the total value of the contract cannot be accurately estimated a fixed amount of the security deposit will be obtained with the approval of CEO. Performance guarantee will be released within one month after the expiry of retention period as defined in Table 4.

3.3 Delivery & Acknowledgement of Goods, Works and Services

- Indenting Department coordinates with the suppliers to ensure that the delivery of items or services is provided according to the agreed schedule mentioned in the Purchase Order/Service Order. The Indenting Department receives the required goods/services from the contractor/supplier as per specifications and details in Purchase / Service Order. Sub-standard or Off-specification goods will not be received by Indenting Department.
- The Indenting Department, in case of any delay or non-receipt of goods/material on the due date shall keep P&S Department informed about the status thereupon P&S shall take appropriate action against the supplier/contractor under the law and the Contract.
- Indenting Department, as the case may be, receives the Goods, acknowledges the same on delivery challan and records in the system.
- The acknowledgment of Goods / Services received certifies that the Goods or Services have been received by the Indenting Department in accordance with the quantity, quality (exact specification) and within time frame at the location stipulated on the Purchase Order or Service Order.

3.4 Payments

- Suppliers/contractors, after providing the Goods / Services / Works submit their invoices to P&S which forwards it to the indenting department for verification and approval.
- The indenting Department, on receipt of supplier/contractors' invoice will park the invoice in the system, verify and approve the same and will forward it to Accounts Payable Section within 15 working days from receipt of invoice.
- Accounts Payable section shall ensure payment of all authenticated, correct and complete invoices within 5 working days subject to the provision of all mandatory documents.
- Any invoice once received should be reviewed by indenting departments as per the above time frame and any shortcomings shall be communicated within the above specified time to the supplier/contractor by Indenting departments along with reasons for not being processed.

- e. All correct and authenticated invoices must be cleared within thirty (30) days of date of receipt by STDC.

3.5 Imports Procedure

In case of imports from foreign suppliers, the following procedures pertaining to contract management need to be followed:

3.5.1. ESTABLISHMENT OF LETTER OF CREDIT (LC)

- a. P&S Department shall obtain Proforma invoice from the Supplier with complete details about basis of price, shipment date and special instructions.
- b. P&S will mention in the Purchase Order that L/C will be established from any bank on STDC's panel and Supplier will have to accept the same.
- c. P&S Department shall initiate NFA to be approved by GM P&S and intimate to Finance Department for establishment of LC based on the Proforma Invoice and the Purchase Order (Performa invoice duly signed by the GM P&S and the Purchase Order will be sent to Finance department) detailing the contents of the subject LC.
- d. Finance Department shall arrange:
 - i. Marine insurance; and
 - ii. An irrevocable letter of credit bearing complete details in the LC from any bank on STDC's panel.
- e. P&S Department shall inform the supplier/contractor about the established LC.

3.5.2. ORIGINAL (NEGOTIABLE) DOCUMENTS

- a. The foreign supplier/contractor shall forward the original shipping documents through banking channels to Finance Department. The shipping documents may include (but not be limited to):
 - i. Exporters Invoice;
 - ii. Bill of Lading / Airway Bill;
 - iii. Packaging List;
 - iv. Certificate of Origin;
 - v. Test Certificate issued by the independent load surveyor, if required;
 - vi. Any other document required either by the customs authority or any other agency;
 - vii. Certificate with Fax transmission slip stating that shipment details have been sent to National Insurance STDC Ltd;
 - viii. Certificate with Courier receipt showing that two sets of non-negotiable documents have been sent to P&S Department
- b. Finance Department will forward original shipping documents to Excise and Taxation Department.
- c. In case of any discrepancy pointed out by the supplier's bank or LC opening bank, the Finance Department shall immediately inform P&S Department for approval or rejection. After acceptance of discrepancies by the GM P&S then the payment will be made by the Finance department.

3.5.3. NON-NEGOTIABLE SHIPPING DOCUMENTS

- a. The foreign supplier/contractor shall provide the P&S Department two sets of non-negotiable shipping documents i.e. Bill of lading and Commercial Invoice. to process the Bill of Entry for customs clearance before the arrival of the consignment and receipt of original documents through the negotiating banks.
- b. One set of non-negotiable shipping documents will be forwarded to Excise & Taxation Department.
- c. Copy of exporters Invoice along with the technical literature/manual and packaging list shall be forwarded to the Indenting Department for information and its record.

3.5.4. CLEARANCE OF CONSIGNMENT

- a. On receipt of the original shipping documents from the Finance Department the Excise and Taxation Department will assign the job of clearing the consignment to the authorized Clearing Agent.
- b. The clearing agent, based on the shipping documents, will originate a Bill of Entry and calculate the applicable customs duty and other levies payable for clearance purposes.
- c. In view of clearing agent's assessment, Excise and Taxation Department transfers the required funds through Finance department to National Bank of Pakistan, Customs House Branch, Karachi to the credit of customs authorities equal to the applicable duty on the consignment.
- d. P&S Department shall ensure that the shipping documents are disseminated by Supplier/contractor at its earliest to the bank to avoid issuance of indemnity bonds for clearing of goods that involves financial implications to STDC.

3.5.5. SURVEY AND INSURANCE CLAIM

- a. Suspected Loss: In case the goods are found damaged or a loss is anticipated, the clearing agent:
 - i. The clearing agent (if loss has occurred at import/clearing stage) will inform Excise and Taxation Department for onward communication of the incident to the Indenting Department. Indenting Department will inform the incident to the Insurance department for their information and necessary action
 - ii. The store keeper (in case of loss determined at warehouse) will communicate the incident to the Indenting Department. Indenting Department will inform the incident to the Insurance department for their information and necessary action
- b. Survey of Loss:
 - i. The Insurance department will immediately intimate National Insurance STDC Limited (NICL) through Finance department about the loss along with a copy of the protest letter lodged with the agent of the shipping STDC and requests them to appoint a surveyor to assess the loss.
 - ii. The Finance Department follows up with NICL for conducting the survey.
 - iii. In case the damages/losses are detected at the store house where the consignment is received, Taxes department informs NICL directly for conducting a survey of the suspected loss. Copies of the letter sent to NICL are forwarded to the P&S Department.
 - iv. If the need arises, Insurance Department will appoint a surveyor/s for STDC, to inspect the consignment and assess the loss/damage as well.
 - v. Finance Department lodges the insurance claim with NICL and follows up for final settlement.

3.5.6. GOODS DELIVERY AT STORES

- a. After paying the duties applicable, the clearing agent arranges the shipment of the consignment from the relevant port to STDC's Central Stores.
- b. On receiving the consignment at Central Stores, the store-keeper counts and inspects the items received and compares them with the shipping invoices and packing list forwarded earlier by the P&S. After inspection, he acknowledges the receipt at the Central Stores.
- c. Any discrepancy found by the storekeeper is reported to respective General Manager or his representative immediately.
- d. P&S Department will keep the Indenting department informed about the clearing process and final delivery of the consignment at the Central Stores.

- e. The Indenting Department will also witness the physical delivery of consignment at the Central Stores especially if the consignment is of a highly technical nature.

3.6 Change Orders

Change Orders may be issued in the following scenarios:

- a. Changes in indirect taxes such as General sales tax, Federal excise duty, Service sales tax etc. as per Government, rules, regulations and SROs will be processed by P&S department and batch / general approvals may also be obtained by P&S department in this regard if the change is applicable on several ongoing contracts.
- b. For extension in the validity period where sufficient quantities and amount is left in the Purchase Order but the validity has expired. However, the extension in validity should not exceed 15% of the original validity period of the Purchase Order.
- c. For Annual Contracts extension can be granted for the period defined in the contract. In case if there is no period specified the Contract, repeat order cannot exceed 15% of the original procurement.
- d. On the request of the vendor justifying the reasons beyond his control and where there is no loss to STDC's operations.
- e. Change in scope of works i.e. additional or extra work not exceeding +/- 15% of the total procurement value after the approval defined in LAM. Notwithstanding, anything contained in this Manual, no change order will be executed without a proper justification in-line with the definition of Change Order as given in Definition section of this Manual.

In case of repeat order the same cannot exceed fifteen percent of the original procurement.

3.7 Performance Evaluation:

Detailed performance evaluation of suppliers/contractors will be carried out based on the various performance criteria such as:

- a. Timely delivery/completion of services.
- b. Quality of goods and services.
- c. HSE Compliances.
- d. Issue resolution and responsiveness.
- e. Compliance with contractual terms and conditions.

The Indenting Department will ensure that performance evaluation of the supplier/contractor is finalized before release of security deposit. The performance evaluation report will be provided to P&S department in the system. Release of Security deposit of the Contractor will be subject to receipt of performance evaluation of the Contractor by P&S Department.

3.8 Closing of Contract

After the defect liability period or maintenance period of the Supplier/Contractor for the Goods/Works/Services procured is over as per the Contract, the contract shall be closed with regards to the completion/delivery certificate which shall be issued within thirty days of final receipt of Goods, services and/ or Works.

3.9 Contractor Non-Performance or Non-Compliance to Contractual Requirements

In case of non-performance or non-compliance of the Contract by Contractor, the following measures will be taken:-

- a. As a first step, a written notice shall be given to the supplier/contractor by the Indenting Department with a copy to the Secretary Grievance Handling Team and P&S Department. The notice should specify the exact details of the non-performance / non-compliance and specify a time frame for rectifying the non-conformance / non-compliance.
- b. In case the non-performance / non-compliance is not rectified within the stated timeframe, a meeting will be held with the supplier/contractor or his authorized representative along with representatives of the Indenting department and P&S department in order to understand the reasons for such non-performance / non-compliance and discuss ways, means and time frame to rectify the non-compliance/non-performance of the Contract. Minutes of the Meeting will be taken and circulated to all the concerned parties.
- c. In case the issue still persist due to non-compliance / non-performance by supplier/contractor, a warning letter will be issued to the Contractor by P&S department specifying the final time frame for rectification as well as the consequences of non-compliance/non-performance. These consequences may be as follows:-
 - i. Suspension of Contract.
 - ii. Deduction of liquidated damages as per contractual provisions from the pending bills of the supplier/contractor;
 - iii. Termination of Contract along with forfeiture of the Performance Guarantee;
 - iv. After termination of Contract award of Contract to another supplier/contractor and in case of any price differential same would be recovered from the supplier/contractor whose Contract has been terminated.
 - v. In case of consistent failure of the supplier/contractor in providing the satisfactory performance to STDC, blacklisting of the supplier/contractor.

P&S Department shall maintain a record of all the non-performance and non-compliance case for reference in future.

Grievance Handling Committee will decide on case to case basis which of above measure shall be taken against the supplier/contractor.

3.10 Disqualification and Blacklisting of Suppliers/contractors

Blacklisting can be done temporarily or permanently. Some of the indicative reasons for temporary and permanent blacklisting are as follows:

- a. Disqualification For a Temporary period:
 - i. Unsatisfactory general conduct
 - ii. Violation of terms and conditions of Contract
 - iii. Refusal to accept or sign the Purchase/Service/Work order within a reasonable time of 15 days effective from the date of issuance of the relevant order.
 - iv. Unsatisfactory compliance with HSE Policies of STDC;
 - v. Supply of material which is off-specification;
 - vi. Refusal to replace defective material;
 - vii. Non-conformance to delivery schedule.

- b. b) Blacklisting:
 - i. Consistent failure of the supplier/contractor to provide the satisfactory performances either during one contract or several contracts;
 - ii. Indulgence in corrupt and fraudulent practices.

Grievance Handling Committee shall provide an opportunity to the supplier/contractor of being heard prior to blacklisting and will decide disqualification for temporary or blacklisting of supplier/contractor on case to case basis based on the above guidelines. The reasons and duration of disqualification/blacklisting, if any, and the forfeiture/encashment of performance guarantee, if done, shall be clearly mentioned in the letter whereby the concerned Contractor/Supplier would be informed of the same.

Chapter – 4 Disposal of Assets

4.1 Scope of Disposal Activities

P&S Department shall be responsible for the disposal of:

- a. Assets, stores and spares, sludge, scrap etc. which are declared as :
 - i. Unserviceable
 - ii. Unusable
 - iii. Obsolete
 - iv. Scrap / junk
 - v. Surplus, and
 - vi. Beyond economic repairs.

4.2 Principles for disposal activities

P&S shall adopt the following principles for the disposal of the above mentioned items:

- a. **Disposal Planning**
The operating locations / departments should make quarterly planning for disposal of the above mentioned items and initiate the combined disposal forms. The P&S Department will consolidate all such plans of various departments in order to consolidate the maximum disposals at one time. The disposal planning shall be based on well reasoned cost benefit.
- b. **Due Diligence**
Disposal planning must be based on technical and financial due diligence of the assets being disposed of.
- c. **Independent Valuation through surveyors**
P&S Department shall carry out independent valuation of the assets having original cost above Rs. 5 Million through surveyors to assess fair and independent valuation of the assets before the same are put to sale.
- d. **Public advertisement**
Based on the quarterly consolidated requirements for various materials, P&S department will publish press advertisements combining various categories of assets to be disposed of.
- e. **Open competitive Bidding**
All disposals shall be carried out through open competitive bidding.

4.3 Exclusions from disposal by P&S Department

- a. Contaminated/off-spec products including sludge, which were originally purchased for resale purposes.
- b. Assets which are sold to STDC dealers and employees as per STDC policy.

4.4 Pre-requisites For Disposal

Before raising Assets Retirement application, Indenting Department shall ensure the following:

- a. Check the usability / reparability of scrap & unserviceable items at their end;
- b. The Indenting Department shall ensure to provide complete details in the assets retirement application including justification for the action, pictures of the assets, complete details of all items that are to be disposed of in terms of quantities, weight and lot size, estimated valuation of assets, Fixed Asset Number, material code and any other details deemed necessary by any approver / department.
- c. Fixed Assets register shall be maintained which shall provide book value in the Assets retirement application for the fixed assets only.
- d. Approval shall be provided as per LAM prior to initiating the disposal of assets.

4.5 Storage of Disposal Items

- a. The custodian of assets, to be disposed of, shall make separate stacks of similar items to be disposed of item-wise, weight-wise, length wise or lot-wise as the case may be.
- b. The custodian shall also be responsible for stacking of such items in such a manner that these are not mixed up with the items which are not for sale.
- c. The items shall be tagged with the Assets retirement application number, so that it could be physically inspected without any confusion.
- d. After the inspection of the saleable items by the bidders nothing shall be taken out from the demarcated stack nor anything will be added there especially if the materials are being disposed of on 'Lot' basis.
- e. All material to be disposed of should be safeguarded against weather deterioration particularly obsolete / unserviceable items that are in integrated form and may yield a good disposal price in that condition must be stacked in shaded areas or area covered through other means.

4.6 Disposal of Vehicles

- a. For the disposal of vehicles, in addition to the points mentioned above, the Indenting department shall ensure that following are available, updated and properly recorded in the Disposal Form:
 - i. Original documents,
 - ii. Tax has been paid to date,
 - iii. Tin plate bearing engine & chassis number are intact under the bonnet, and
 - iv. Original number plates are fixed and the tools/spare wheels etc. are available.
- b. The above information, along with photocopies of original documents and copy of latest tax paid receipt shall be submitted to STDC the Disposal Form. However, the original documents along with NOC and other related documents, if any, shall be handed over to the purchaser by the Indenting department at the time of handing over the vehicle and necessary receipts/acknowledgement shall be obtained.

- c. Once the duly approved Disposal Form for vehicle is sent to P&S Department, this request shall be processed by P&S Department after above verification.

4.7 Appointment of Surveyors

- a. The P&S shall appoint surveyors, having experience of carrying out similar jobs, for detailed assessment of value of scrap in order to verify the original assessed value by the Indenting department for items having original cost of more than Rs. 5 million. STDC may have the following advantages by appointing the Surveyor:
 - i. an independent assessment of scrap value;
 - ii. Professional and quality inspections;
 - iii. Classification of materials to be disposed of;
 - iv. Detailed and comprehensive reporting mechanism including photographic documentation;
 - v. STDC will be able to exercise stringent controls over the complete disposal process thereby ensuring transparency.
- b. A panel of surveyors shall be appointed through pre-qualification process.
- c. A tendering will be carried out amongst the pre-qualified surveyors in order to select the surveyor for each requirement.
- d. Surveyors shall visit the location(s) where the scrap for disposing of is placed. Surveyors shall be responsible for:
 - i. Scrap yard inspection including quantitative assessment of scrap and visual quality assessment of available scrap materials;
 - ii. Taking pictures;
 - iii. Assessing best possible value of scrap / assets / obsolete; and
 - iv. Advising on the scrap placement requirement.
 - v. Once the cost of scrap has been assessed by the surveyor, a report shall be submitted to P&S Department giving the details of the materials being disposed of including the points specified above along with the validity of the assessed value.

4.8 Invitation of Proposals / Bids

- a. P&S Department shall invite quotes from prospective buyers through open competitive bidding in line with above mentioned procedure.
- b. Bidders will be required to submit earnest money equal to 2% of their bid value.
- c. Sealed bids shall be opened through public opening on specified date and time. After opening of sealed bids, a comparison of the bids received shall be prepared by P&S Department.
- d. When the highest bid value received is greater than the assessed value or within the range of 15% lesser than the assessed value, P&S Department will proceed to seek approvals as per LAM and the assets shall be disposed of to the highest bidder.
- e. When the highest bid value received is lower than 15% of the assessed value, the value shall be reassessed and the case may be retendered in accordance with the above mentioned procedure.

4.9 Issuance of Sales Order

- a. A letter will be written to the successful Bidder to deposit 100% quoted amount in the shape of Pay Order or Demand Draft issued in favor of STDC STDC Limited within 07 (seven) days from the date of acceptance of the offer by STDC. However, if the last date of submission of Pay order or demand draft is public holiday, the bidder may submit the said amount to STDC on the next working day.
- b. The bidder also submits an undertaking that in case the quantities/weight of the disposable items at the time of upliftment is found more than the approximate quantities/weight put forth in the tender documents, the difference amount would be paid by the Bidder to STDC before upliftment of the assets.
- c. The payment would be received through pay orders and/or demand drafts only in P&S Department which will forward the same to the P&S department of STDC for necessary documentation and onward deposit in STDC's account.
- d. P&S Department shall generate a sales order along with the sales tax invoice in the system and shall handover the same to the successful bidder with instruction to uplift the disposed of items.

4.10 Handing over of disposal items

- a. On receiving advice from P&S Department, the custodian of items, which have been sold, shall ensure that delivery is given of the correct items to the right person in the presence of representative of Security Department. At the time of upliftment of assets / scrap / sludge, the successful bidder, concerned Location In-charge and representative of Security Department available at location shall jointly sign the list of delivered items.
- b. Custodian of the items sold will obtain an acknowledgement of the items handed over to the buyer for record and future reference.

Chapter – 5

Hiring of Consultancy Services

5.1 Consultancy Services

STDC may require professional advice or consulting services from external sources on projects planned or other requirements. The normal procurement procedure will be adopted for the procurement of desired services.

5.2 Methods of Selection of Consultants

The methods which can be used for the selection of Consultants will be determined by STDC prior to the issuance of request for proposals from prospective Consultants. Depending on the needs of STDC P&S may use any one of the following methods for selection of Consultants:

- ✓ Quality based selection;
- ✓ Quality and cost based selection;
- ✓ Least cost based selection;
- ✓ Single source or direct selection; and
- ✓ Fixed Budget

a. *Quality Based Selection (QBS)*

This method will be used for highly specialized and complex assignments where quality is the only factor being considered by STDC. The reasons and justifications for using the quality based selection method shall be given in writing and put on record.

Procedure of selection

- i. To invite interested applicants or firms, a request for expression of interest shall be advertised which shall contain, at least, the name of STDC, description of assignment providing scope of the intellectual and professional services required, deadline and place of submission of the Expression of Interest and evaluation criteria.
- ii. Requests for proposals shall be prepared and sent to the consultants who are shortlisted according to the laid down criteria.
- iii. The evaluation of proposals shall be carried out in two stages:
 1. The technical proposals will be evaluated. P&S and Indenting Department may discuss the technical details if necessary.
 2. The financial proposals of technically responsive or highest ranked proposals only shall be opened in the presence of the prospective bidders or their representatives who may wish to attend the opening session.
- iv. The highest ranked proposal will be accepted if it suits to STDC in all respects.

b. *Quality and Cost Based Selection (QCBS)*

This method shall be used where high quality is the prime consideration and cost is the secondary consideration. Consultant is determined after considering the quality of the proposal and the cost of the services. Cost as a factor of selection shall be used judiciously. The relative weight which will be given to quality and cost shall be determined for each case depending on its nature. The selection process includes the following steps:

- i. Preparation of the Expression of Interest (EOI) which shall contain, at least, the name of STDC, description of assignment providing scope of the intellectual and professional services required, deadline and place of submission of the Expression of Interest and evaluation criteria;
- ii. Preparation of cost estimate;
- iii. Advertising in newspapers;
- iv. Short-listing the consultants;
- v. Preparing and issuing the RFP;
- vi. Receipt of proposals;
- vii. Opening of technical proposals;
- viii. Evaluation of technical proposals to evaluate the quality of services;
- ix. Opening of financial proposals;
- x. Evaluation of financial proposal;
- xi. Final evaluation of quality and cost;
- xii. The applicant with the winning proposal will be accepted.

c. *Least-Cost Selection (LCS)*

This method is only appropriate for selecting consultants for assignments of standard or routine nature where well-established practices and standards exist. This method shall not be used as a substitute for QCBS and shall only be used for specific cases of very standard and routine technical nature where the intellectual component is minor. A 'minimum' qualifying mark is established, which is normally 70 points or higher. The minimum qualifying mark shall be stated in the RFP. Proposals should be submitted in two envelopes containing the technical and financial proposals respectively.

Technical proposals are opened first and evaluated. The bids unable to secure minimum qualifying mark shall be rejected and the financial proposals of the technically qualified bidders shall be opened. The consultant with the lowest price among those who meet the minimum qualifying mark shall then be selected. The publication of the Award of Contract shall be as in QCBS procedure.

d. *Single-Source Selection (SSS)*

A single-source selection (SSS) of consultants does not provide the benefits of competition. Therefore, single-source selection shall be used only in exceptional cases where it provides clear advantage over competition. The justification for single-source selection shall be examined in the context of the overall interests of STDC and the project, and the responsibility to ensure economy and efficiency and provide equal opportunity to all qualified consultants. SSS may be appropriate only if it presents a clear advantage over competition. It is allowed in the following cases:

- i. Where tasks are natural continuation of the previous assignment and where continuation of technical services is unavoidable;
- ii. Repeat order provided it should not exceed 15% of the original procurement;
- iii. In case of emergency provided the Competent Authority of STDC declare that the emergency situation exists; and
- iv. Where only one consultant is qualified or has the experience of exceptional worth with reference to clause (c) or (d) of rule 42 of the SPPRA Rules.

e. *Fixed Budget (FBS)*

This method is appropriate only when the assignment is simple, can be precisely defined and the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. TOR should be particularly well prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks.

Procedure for selection under fixed budget method shall be the same as for the quality and cost based method with the following exceptions namely;

- i. The request for proposal shall indicate the available budget including tax and ask the consultants to provide in separate envelop their best technical and financial proposals within budget;
- ii. The terms of reference shall be complete and make sure that the budget is sufficient for the performance of expected tasks;

- iii. The request for proposal shall require the applicants to provide the breakdown of their costs for the different activities with a provision that applicants who decline to provide the breakdown may risk the rejection of their proposals;
- iv. It would also be mentioned in the request for proposal that the proposal exceeding the fixed budget shall be rejected.
- v. The highest ranked technical proposal shall be selected and invited to discuss further details for concluding the contract.

5.3 Eligibility Criteria of Consultants:

STDC shall not hire a consultant for an assignment in which there is possibility of conflict of interest. If a consultant has been engaged by STDC to provide Goods or Works for a project, he shall be disqualified from providing consulting services for the same project. Similarly, a consultant shall not be hired for any assignment, which by its nature, may be in conflict with another assignment of that consultant.

5.4 Short-listing of Consultants:

Where short-listing is deemed necessary, the Selection Committee shall prepare the criteria for short-listing and selection of the Consultants. Only the Consultants having relevant qualifications shall be considered. Except for single source, there should be at least 3 shortlisted Consultants and there is no upper limit. However, if less than three candidates apply, their proposals may be considered on merit. For the purpose of short-listing STDC shall consider the qualification, experience and other factors that it may deem appropriate but not inconsistent with the Public Procurement Laws.

5.5 Selection Committee

The shortlisting and selection of the consultants shall be done by a Selection Committee which shall comprise of at least three competent relevant persons to evaluate the consultants as per evaluation criteria. In case of non-availability of in-house expertise STDC may engage outside appropriate sources. Said Committee shall also advise on Short-listing and prequalification of the Consultants.

Chapter – 6

Funding

STDC aims to achieve an optimal balance between equity & debt financing while funding a project. Debt is often achieved through the local government and/or international financial organisations like the Asian Development Bank, World Bank, etc. On the other hand, grants can also be received from the local government and international bodies for particular projects where institutions like USAID might be interested.

In cases where the company is seeking to obtain funds from international institutions, compliance to their procedural requirements regarding procurement must be ensured. SPPRA Rule 5 further clarifies the company's stance in such a situation:

SPPRA RULE 5

'Conflict with International and Inter-Governmental Agreements - In the event that these rules are inconsistent with, or in conflict with, any obligation or commitment of Government arising out of an international treaty or an agreement with a foreign country or countries, or any international financial institution, the provisions of such international treaty or agreement shall override the provisions of these Rules to the extent of that inconsistency or conflict as the case may be.'

Reference to the Asian Development Bank

According to the Asian Development Bank's Procurement manual, when the contract is to be financed wholly or partly by ADB, reference shall be made to ADB in the bidding documents along the lines of the following language:

"... (Name of borrower) ... has received a loan from the (ordinary capital resources or Special Funds resources) of the Asian Development Bank toward the cost of (name of project), and it is intended that the proceeds of this loan will be applied to payments under the contract (contracts) for which this invitation for bids is issued. The terms and conditions of the contract (contracts) and payments therefore by the Asian Development Bank will be subject in all respects to the terms and conditions of the Loan Agreement, including the Procurement Guidelines. Except as ADB may specifically otherwise agree, no party other than (name of borrower) shall derive any rights from the Loan Agreement or have any claim to the loan proceeds."

ADB reviews the borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out in accordance with the agreed procedures. These review procedures are described in Appendix 1. The procurement plan approved by ADB shall specify the extent to which these review procedures shall apply in respect of the different categories of goods and works to be financed, in whole or in part by ADB.

Appendix

Appendix 1: ADB Review of Procurement decisions

ADB reviews the borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out in accordance with the agreed procedures. The procurement plan approved by ADB¹¹ shall specify the extent to which these review procedures shall apply in respect of the different categories of goods and works to be financed, in whole or in part by ADB.

Scheduling of Procurement

1. ADB shall review the procurement arrangements proposed by the borrower in the procurement plan for its conformity with the financing agreement and these Guidelines. The procurement plan shall cover an initial period of at least 18 months. The borrower shall update the procurement plan on an annual basis or as needed always covering the next 18 months period of project implementation. Any revisions proposed to the procurement plan shall be furnished to ADB for its prior approval.

Prior review

2. With respect to all contracts which are subject to ADB's prior review:

(a) In cases where prequalification is used, the borrower shall, before prequalification submissions are invited, furnish ADB with the draft documents to be used, including the text of the invitation to prequalify, the prequalification documents (including instructions to applicants, qualification criteria, application forms, and scope of contract), and the evaluation methodology, together with a description of the advertising procedures to be followed, and shall introduce such modifications in said procedure and documents, as ADB shall reasonably request. The report evaluating the applications received by the borrower, the list of proposed prequalified bidders, together with a statement of their qualifications and of the reasons for the exclusion of any applicant for prequalification, shall be furnished by the borrower to ADB for its comments before the applicants are notified of the borrower's decision, and the borrower shall make such additions to, deletions from, or modifications in the said list as ADB shall reasonably request.

(b) Before bids are invited, the borrower shall furnish to ADB for its comments, draft bidding documents, including the invitation to bid; instructions to bidders, including the basis of bid evaluation and contract award; and the conditions of contract and specifications for the civil works, supply of goods, or installation of equipment, etc., as the case may be, together 47 For contracts procured on the basis of direct contracting under paras. 3.6 and 3.7, the borrower shall furnish to ADB for its approval, prior to contract execution, a copy of the specifications and the draft contract. The contract shall be executed only after ADB has given its approval, and the provisions in (h) of this paragraph shall apply with respect to the executed contract with a description of the advertising procedures to be followed for the bidding (if prequalification has not been used), and shall make such modifications in the said documents as ADB shall reasonably request. Any further modification shall require ADB's approval before it is issued to the prospective bidders. (c) After bids have been received and evaluated, the borrower shall, before a final decision on the award is made, furnish to ADB,

at least four weeks prior to expiration of bid validity, a detailed report (prepared, if ADB shall so request, by experts acceptable to ADB), on the evaluation and comparison of the bids received, together with the recommendations for award and such other information as ADB shall reasonably request. ADB shall, if it determines that the intended award would be inconsistent with the financing agreement and/or the procurement plan, promptly inform the borrower and state the reasons for such determination. Otherwise, ADB shall provide its no objection to the recommendation for contract award. The borrower shall award the contract only after receiving the "no objection" from ADB. (d) If the borrower requires an extension of bid validity to complete the process of evaluation, obtain necessary approvals and clearances, and to make the award, it should seek ADB's prior approval for the first request for extension, if it is longer than four weeks, and for all subsequent requests for extension, irrespective of the period. (e) If after publication of the results of evaluation, the borrower receives protests or complaints from bidders, a copy of the complaint and a copy of the borrower's response shall be sent to ADB for information. (f) If as result of analysis of a protest the borrower changes its contract award recommendation, the reasons for such decision and a revised evaluation report shall be submitted to ADB for no objection. The borrower shall provide a republication of the contract award in the format of paragraph 2.60 of these Guidelines. (g) The terms and conditions of a contract shall not, without ADB's prior approval, materially differ from those on which bids were asked or prequalification of contractors, if any, was invited. (h) Promptly after each contract is awarded, ADB shall be furnished with three copies of the contract as executed. If the final contract proposed to be executed differs substantially from the draft contract previously approved by ADB, or if any substantial amendment of the contract is proposed after its execution, the proposed changes shall be submitted to ADB for prior approval. (i) All evaluation reports shall be accompanied by a summary of the procurement on a form provided by ADB. The description and amount of the contract, together with the name and address of the successful bidder, shall be subject to release by ADB upon receipt of the signed copy of the contract.

3. Modifications. In the case of contracts subject to prior review, before granting a material extension of the stipulated time for performance of a contract, agreeing to any modification or waiver of the conditions of such contract, including issuing any change order or orders under such contract (except in cases of extreme urgency) which would in aggregate increase the original amount of the contract by more than 15% of the original price, the borrower shall seek ADB's no objection to the proposed extension, modification, or change order. If ADB determines that the proposal would be inconsistent with the provisions of the financing agreement and/or procurement plan, it shall promptly inform the borrower and state the reasons for its determination. A copy of all amendments to the contract shall be furnished to ADB for its record.

4. Translations. Contracts awarded under ICB must be written in English. Any supporting documentation that might have originated in another language (such as technical descriptions of equipment) must be accompanied with an English translation.

The CEO, STDC shall nominate a procurement committee of the following members for the procurement of services of Manpower, Vehicles, Independent Environmental Consultant for Compliance of SEPA and Independent Consultant for compliance of ISO 9001, ISO 14001 & OHSAS 18001:

Members will be nominated by the PGC management as per SPPRA rules.

Terms of Reference of Committee are as under:

- i. To prepare bidding documents.
- ii. To carry out technical as well as financial evaluation of bids.
- iii. To prepare Evaluation Reports as provided under SPPRA rules.
- iv. To make recommendations for the award of contract to the BoD, STDC and perform any other function ancillary and incidental to the above.

The CEO, STDC shall nominate a procurement committee of the following members for the procurement of Personal Protective Equipment (PPEs), Tools & Equipment, Consumables & Rental Residences/Stores:

Terms of Reference of Committee are as under:

- i. To prepare bidding documents.
- ii. To carry out technical as well as financial evaluation of bids.
- iii. To prepare Evaluation Reports as provided under SPPRA rules.
- iv. To make recommendations for the award of contract to the BoD, STDC and perform any other function ancillary and incidental to the above.



The CEO, STDC shall nominate a Selection Committee of the following members for the **Hiring of STDC Office Staff**:

Terms of Reference of Selection Committee are as under:

- i. Preparation of NIT.
- ii. Screening Cover Letters, Resumes and Application Forms.
- iii. Conducting Interviews.
- iv. Interview Evaluation.
- v. Recommend candidates for hiring.
- vi. Final Selection.

HIRING OF STDC OFFICE STAFF AND O&M STAFF

HIRING 

HIRING OF STDC OFFICE STAFF AND O&M STAFF.

Controlling the cost of Materials Management and Operations & Maintenance are major concerns for an industry. With electric power markets becoming more competitive, focus on reduced costs towards O&M has gained more importance. Many industrial establishments that previously did most of their own maintenance are now looking for "**Outsourcing**" some or all of the maintenance works.

Because industrial establishments are focusing more on asset management, outsourcing of O&M to third parties is becoming more prevalent.

Below are some of the advantages of outsourcing:

Keeping in view of the above, STDC has planned to **Outsource** the O&M Staff, while keeping the Core Office Staff with their own.

MINIMUM TECHNICAL AND HUMAN RESOURCE REQUIREMENT

S.No	Name of posts	Approved No. of Posts for STDC	Proposed no of posts for PGC	Total
1	Chief Executive Officer	1	0	1
2	Sr. GM Technical	1	0	1
3	GM Technical	1	0	1
4	GM Finance	1	0	1
5	Trainee Engineer - Electrical	2	2	4
6	Intermediate IT & SCADA Engineer	1	2	3
7	Intermediate Engineer - Civil	1	2	3
8	Trainee Engineer - Civil	1	0	1
9	Intermediate Engineer- Electrical	1	0	1
10	Accounts Executive	1	1	2
11	Accounts Officer	1	1	2
12	Trainee Accounts Assistant	2	0	2
13	HR & Admin Executive	1	0	1
14	HR & Admin Officer	1	0	1
15	Trainee HR & Admin Assistant	1	1	2
16	Company Secretary	1	0	1
17	Protection/ Testing & Commissioning Manager	1	1	2
18	HSE Engineer	1	1	2
19	Business & Development Executive	1	0	1
20	Data Control Officer	2	2	4
21	Project Scheduler	1	1	2
22	Computer Operator	1	2	3
23	Nayib Qasid/ Office Boys	2	4	6
24	Drivers	3	4	7
25	Receptionist	1	0	1
26	Janitor	2	2	4

MINIMUM TECHNICAL AND HUMAN RESOURCE REQUIREMENT

S.No	Name of posts	Approved No. of Posts for STDC	Proposed no of posts for PGC	Total
1	Site Maintenance Engineers	2	6	8
2	Site Safety Engineer	2	4	6
3	Site Foreman	4	4	8
4	Site Supervisors	4	4	8
5	High Skilled Line men	21	15	36
6	Fitters	0	10	10
7	Helpers	8	10	18
8	Crane Operators	0	2	2
9	Truck Drivers	2	4	6
10	Security Guard	2	8	10
	Total	78	93	171

JOB DESCRIPTIONS

purpose title scope trading sold initial
responsibilities broke business pool reports general
specification **JOB** working offering summary
analysis shareholder conditions statement
stockholders transferred employee authorized
public specific **DESCRIPTION**
records name
forms designation findings stock issued
basis broad duties written

JOB DESCRIPTIONS

All employees like to know what is expected of them and how they will be evaluated. Job descriptions can also be a great value to employers. Creating a job description often results in a thought process that helps determine how critical the job is, how this particular job relates to others and identify the characteristics needed by a new employee filling the role.

A job description typically outlines the necessary skills, training and education needed by a potential employee. It will spell out duties and responsibilities of the job. Once a job description is prepared, it can serve a basis for interviewing candidates, orienting a new employee and finally in the evaluation of job performance. Using job descriptions is part of good management.

Job Descriptions of STDC Office Staff and O&M Staff are as follows:

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	HR & ADMIN OFFICER
REPORTS TO	GM - FINANCE
DEPARTMENT	HR & ADMIN
SUPERVISES	HR ASSISTANT
FUNCTIONS	PROVIDING DAY TO DAY GENERAL HR SUPPORT IN RELATION TO ALL HR, EMPLOYEE BENEFITS, TRAINING AND ADMINISTRATION FUNCTIONS
RESPONSIBILITIES	<p>Maintain and update personal record of regular employees. Maintain personal files of Outsourced employees. Maintain attendance and leave record on daily basis. Maintain employees' personal record, attendance and leave record. Preparation of monthly attendance for payroll. Assist in Recruitment/ Separation process. Conduct employee's orientation. Routine internal and external correspondence. Disseminate necessary information to employees verbally or through e-mails. Maintain Log book of applicants to fulfill recruitment need when required. Monthly head count reporting to the Supervisor. Bi-annual/Quarterly Gratuity Statements preparation and reporting to the Supervisor. Looking after all recruitment activities such as Ad writing, advertising jobs, screening CVs, preparing comparative statements, short listing eligible candidates, conducting tests (if required), scheduling interviews, hiring selected candidates, checking academic and service certificates/documents, and verification of past employers. Issuing letters (appointment, contract/probation end, transfer, warning and termination) Issuing employment cards to the new hires. Writing tender notices, circulars, office orders and other official drafts. Handling Head office employees' issues and grievances. Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	MBA/MPA DEGREE IN HUMAN RESOURCES FROM HEC RECOGNIZED UNIVERSITY THREE YEARS RELEVANT EXPERIENCE IN SIMILAR FIELD
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED

JOB DESCRIPTION

JOB TITLE	HR & ADMIN ASSISTANT
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	ASSISTING AND PROVIDING GENERAL HR SUPPORT TO HR & ADMIN OFFICER
RESPONSIBILITIES	<p>Assisting HR & Admin Officer in formulating policies and procedures.</p> <p>Assist in maintaining and updating personal record of regular employees.</p> <p>Maintain personal files of Outsourced employees.</p> <p>Maintain attendance and leave record on daily basis.</p> <p>Maintain employees' personal record, attendance and leave record.</p> <p>Preparation of monthly attendance for payroll.</p> <p>Routine internal and external correspondence.</p> <p>Disseminate necessary information to employees verbally or through e-mails.</p> <p>Monthly head count reporting to the Supervisor.</p> <p>Assisting in all recruitment activities.</p> <p>Issuing employment cards to the new hires.</p> <p>Writing tender notices, circulars, office orders and other official drafts.</p> <p>Handling Head office employees' issues and grievances.</p> <p>Perform any other task relating to official duty assigned by HR & Admin Officer and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	BBA/BPA DEGREE IN HUMAN RESOURCES FROM HEC RECOGNIZED UNIVERSITY PREFERABLY ONE YEAR RELEVANT EXPERIENCE IN SIMILAR FIELD
REFERENCES	2 references required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	DATA CONTROL OFFICER (DCO)
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	MAINTAIN OFFICE RECORDS/CLERICAL WORK
RESPONSIBILITIES	<p>Provide general administrative and clerical support including mailing, scanning, faxing and copying to management.</p> <p>Maintain electronic and hard copy filing system.</p> <p>Prioritizes and batches material for data entry.</p> <p>Performs basic clerical tasks.</p> <p>Operates standard office equipment.</p> <p>Performs clerical tasks, such as arranging letters, memoranda, invoices and other indexed documents according to an established system.</p> <p>Operates office equipment and completes general office work.</p> <p>Responsible for the processing of all office documents including coordination with vendors, staff, billing representatives etc.</p> <p>Maintain contact lists.</p> <p>Produce and distribute correspondence memos, letters, faxes and forms.</p> <p>Develop and maintain a filing system.</p> <p>Order office supplies.</p> <p>Book travel arrangements.</p> <p>Knowledge of office management systems and procedures.</p> <p>Assist with bookkeeping functions as appropriate.</p> <p>Assist higher-ups in developing and instituting methods for quality control and accuracy in membership, conference, and other databases.</p> <p>Excellent time management skills and ability to multi-task and prioritize work.</p> <p>Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>B.A./B.COM.FROM HEC RECOGNIZED INSTITUTE.</p> <p>TWO YEARS EXPEREINCE IN RELEVANT FIELD.</p>
REFERENCES	2 references from educational and professional background required



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	ACCOUNTS OFFICER
REPORTS TO	GENERAL MANAGER – FINANCE
DEPARTMENT	FINANCE
SUPERVISES	ACCOUNTS ASSISTANT
FUNCTIONS	RESPONSIBLE FOR PROVIDING FINANCIAL SERVICES IN ORDER TO ENSURE EFFECTIVE, EFFICIENT AND ACCURATE FINANCIAL OPERATIONS AND TO COMPLY WITH ESTABLISHED ACCOUNTING POLICIES AND PROCEDURES
RESPONSIBILITIES	<p>To maintain the books of accounts (accounting cycle) and other financial records.</p> <p>To reconcile the bank statements. Working with Auditors on preparing the books/ records for audits. Specifically ensure compliance with all finance requirements.</p> <p>Preparation of monthly management accounts.</p> <p>To produce draft and final statutory accounts.</p> <p>Management of the organization's debtors and creditors accounts.</p> <p>Ensuring preparation and filing of regular tax returns.</p> <p>To monitor and keep records of petty cash by ensuring that the cash book and petty cash are updated on daily basis.</p> <p>To liaise with the bank on matters relating to the account.</p> <p>Preparation and Monitoring of the payroll system.</p> <p>To ensure the prompt and accurate processing of income and expenditure.</p> <p>To ensure that the purchases and payments, and credit control systems are kept under regular review, and to recommend and implement improvements.</p> <p>To ensure that the organization's income is promptly collected, accounted for and secured and payable's accounts are settled in accordance with agreed terms.</p> <p>To oversee the purchase of supplies for the office keeping with agreed budgets.</p> <p>To prepare monthly, quarterly financial monitoring management reports which are concise but analytical and informative enough to advise senior management of the financial position to enable their decision making.</p> <p>To ensure that the organizations financial reporting is kept up to date with changes in legislation; regulatory requirements, financial reporting standards, and taking prompt action to effect any changes necessary to achieve compliance.</p> <p>Perform any other task relating to official duty assigned by GM – Finance and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>M.COM/MBA / ACCA IN FINANCE/ACCOUNTING FROM HEC RECOGNIZED INSTITUTION</p> <p>THREE YEARS RELEVANT EXPERIENCE IN MAINTAINING BOOKS OF ACCOUNTS AND SIMILAR TASKS</p> <p>SHOULD BE WELL VERSED WITH GAAP, IFRS AND RELEVANT STANDARDS</p>
REFERENCES	2 references from educational and professional background required.



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	ACCOUNTS ASSISTANT
REPORTS TO	ACCOUNTS OFFICER
DEPARTMENT	FINANCE
FUNCTIONS	MAINTAIN PROPER BOOKS OF ACCOUNTS AND ASSIST ACCOUNTS OFFICER IN FINANCIAL MATTERS
RESPONSIBILITIES	<p>To maintain the books of accounts (accounting cycle) and other financial records.</p> <p>To reconcile the bank statements.</p> <p>Filing of regular tax returns.</p> <p>Assist in preparing monthly management reports in an accurate and timely manner.</p> <p>Assist in preparing quarterly financial monitoring reports which are concise but analytical and informative enough to advise senior management of the financial position to enable their decision making.</p> <p>Assist in producing draft and final statutory accounts.</p> <p>Assist in ensuring that the organizations financial reporting is kept up to date with changes in legislation; regulatory requirements, financial reporting standards, and taking prompt action to effect any changes necessary to achieve compliance.</p> <p>To keep records of petty cash.</p> <p>To liaise with the bank on matters relating to the account.</p> <p>Assist in ensuring salaries are calculated, paid and records kept properly.</p> <p>Assist in processing of payments and expenditure transactions.</p> <p>Assist in ensuring that vendors are paid within established time limits.</p> <p>Perform any other task relating to official duty assigned by Accounts Officer and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	B.COM/BBAIN FINANCE/ACCOUNTING FROM HEC RECOGNIZED INSTITUTION PREFERABLY ONE YEAR RELEVANT EXPEREINCE IN MAINTAINING BOOKS OF ACCOUNTS AND SIMILAR TASKS
REFERENCES	2 references required.

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED

JOB DESCRIPTION

JOB TITLE	GENERAL MANAGER - TECHNICAL
REPORTS TO	SENIOR GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
SUPERVISES	SITE ENGINEERS, SAFETY ENGINEERS, FOREMAN, SUPERVISORS, HIGH SKILLED LINEMEN, HELPERS
FUNCTIONS	MONITOR AND MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF THE TECHNICAL MANPOWER OF THE SECTION
RESPONSIBILITIES	<p>Assist the Senior General Manager – Technical in development for Power Generation / Distribution and Transmission.</p> <p>Assist the Senior General Manager – Technical in potential projects for development by the Government or under PPP mode and selection and monitoring of consultants, contractors and or developers/private partners.</p> <p>Represent the company at various forums.</p> <p>Assist with relevant authorities on laying of transmission lines from the proposed power generating units to the National Grid.</p> <p>Identify performance targets for the employees.</p> <p>Assist the Senior General Manager – Technical in carrying out technical review of proposals of transmission / distribution projects.</p> <p>Perform any other task relating to official duty assigned by Sr. GM - Tech and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY</p> <p>MBA WILL ALSO BE AN ADVANTAGE FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>TEN YEARS OF SUCCESSFUL, VERIFIABLE AND RELEVANT EXPERIENCE IN POWER SECTOR OR PRIVATE / CAPTIVE CONSUMPTION</p>
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	Protection, Testing & Commissioning Manager
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	TECHNICAL
RESPONSIBILITIES	<ul style="list-style-type: none"> • Testing and Commissioning all types of Protection system Relays, switch yard and switch gear equipment such as Current Transformer, Capacitive Voltage Transformer, Circuit Breaker, Isolator, Earth Switch & Lighting Arrestors, Generator, Transformer, Unit Transformer, Capacitor Banks, Motor (VFD), Soft Stater, Star Delta, DOL. • Scheme Checking such as transformer protection, motor protection, differential schemes, stability schemes, capacitor bank stage controls and interlocks other control circuit schemes with various systems. • Testing of various numerical protection relays of ABB, Siemens, General Electric, Easun, reynolle, C&S make having protections such as differential protection, earth fault, over current, negative phase sequence current, thermal overload protection, under voltage and over voltage protections. • Conducting HV test for power cables and bus bars rated up to 400 KV. • Use of all differential protection such as Power Transformer, Generator Transformer, reactor, generator, motor, cable, busbar and REF protection. • Preparing inspection schedule for system approval. • Coordinating with client, consultant, contractor, sub-contractor and suppliers. • PTW, LOA, Tag-in, Tag-out, Padlock system, Hot permit and Cold permit for safety formalities for all kind of electrical work. • Preparing test packs and Ready for Inspection (RFI) schedules for approval and compliance with necessary standards as per requirements. • DC and AC drives (VFD-Variable Frequency Drive) installation, testing and commissioning. • Testing and commissioning of power control center and Motor control center. • Use of Transformer protection, Transformer differential protection & REF protection, busbar protection, motor protection and synchronizing scheme. • Providing technical assistance to integrate design based commissioning and construction based implementation. • Perform any other task relating to duty assigned by top management. <p>Qualification & Experience: Ms. Power System / BE /BS (Electrical, Mechanical) from HEC recognized university. Related certifications. Minimum Four to Five years relevant experience in similar field.</p> <p>Age Limit: Not exceeding 40 years with sound health.</p> <p>Domicile: Sindh Province</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD</p>


SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
JOB DESCRIPTION

JOB TITLE	Health, Safety & Environment Engineer
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	TECHNICAL
RESPONSIBILITIES	<p>To manage a specialty area of the Health Safety & Environment (HSE) protocols at site before start of work.</p> <ul style="list-style-type: none"> • Conduct periodic trainings to the Operations & Maintenance field staff in order to avert any future legal liabilities. • Conduct Training and practices to increase awareness and understand about transmission tower, poles, hardware and fire safety procedure. • Train and supervise HSE employees working in the HSE department on a project through knowledge of the company HSE standards, program and goals. • Safety policy for electrical equipment and materials from design and execution point of view. • Review HSE plan, procedure, method statement, risk assessment and all health safety & Environment related documents to ensure compliance with establishment standards. • Oversees and ensure the effective communication, implementation and maintenance of health safety & environment management system (HSEMS) • The EHS discipline requirement at site across company with special focus project construction HSE management. • Perform any other task relating to duty assigned by top management.
MINIMUM JOB REQUIREMENTS	DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC) FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SITE ENGINEER
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
SUPERVISES	FOREMAN, SUPERVISORS, HIGH SKILLED LINEMEN, HELPERS
FUNCTIONS	MONITOR AND MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF THE TECHNICAL MANPOWER OF THE SECTION
RESPONSIBILITIES	<p>Strict Compliance/Implementation of all the safety protocols at site prior to start of work.</p> <p>Assign work to technical staff and implement work to:</p> <ul style="list-style-type: none"> • Periodic cleaning of transmission line insulators. • Foot-patrol transmission line routes for monitoring of transmission towers, poles, insulators, hardware and foundations. • Maintain and replace transmission line insulators and hardware. • Repair / replace broken conductor. • Construct diversion lines of tubular poles, if required. • Replace corroded braces and cross-arms. • Keep transmission line route clear of wild bushes and jungles. • Prune the tree-branches in vicinity of transmission lines. <p>Implement contractual work of painting of transmission towers and poles.</p> <p>Implement contractual work of replacement of braces and foundation repair.</p> <p>Patrol transmission lines during late night hours for monitoring the condition of insulators chattering due to contamination.</p> <p>Interact and co-ordinate with Load Dispatch Center for preventive maintenance shutdowns and post-fault shutdowns.</p> <p>Maintain discipline of the section according to STDC rules.</p> <p>Perform any other task relating to official duty assigned by Sr. GM - Tech and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC) FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SAFETY ENGINEER
REPORTS TO	SENIOR GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
SUPERVISES	FOREMAN, SUPERVISORS, HIGH SKILLED LINEMEN, HELPERS
FUNCTIONS	MONITOR AND MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF THE TECHNICAL MANPOWER OF THE SECTION
RESPONSIBILITIES	<p>Review plans and specifications for new tools and equipment to make sure they meet safety requirements.</p> <p>Identify and correct potential hazards by inspecting facilities, machinery, and safety equipment.</p> <p>Evaluate the effectiveness of various transmission line control mechanisms.</p> <p>Ensure that working environment complies with health and safety regulations, especially after an inspection that required changes.</p> <p>Review employee safety programs and recommend improvements.</p> <p>Maintain and apply knowledge of current policies, regulations, and industrial processes.</p> <p>Recommend appropriate loss prevention methods.</p> <p>Assess probability of harm.</p> <p>Develop procedures and designs to reduce the risk of illness, injury, or damage</p> <p>Coordinate with outside organizations, such as OHSAS.</p> <p>Investigate industrial accidents.</p> <p>Advise workers on the proper use of safety equipment and clothing.</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD</p>
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED

JOB DESCRIPTION

JOB TITLE	Grid Maintenance Engineer
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	TECHNICAL
RESPONSIBILITIES	<ul style="list-style-type: none"> • High voltage substation equipment testing procedures. Designs, executes, co-ordinates electrical work activities for infrastructure projects, transformers, HV, LV and Sub-Stations. • Defining and updating equipment maintenance procedures • Assisting technicians in maintenance projects • Compliance with National grid standards and procedures • Inspects and maintains electric systems. • Reviews electrical drawings and monitors electrical work activities that are to be executed as per national grid laws. • Equipment failure analysis and tracking • Assisting the Control And Protection Engineers as needed • Prepare comprehensive written and oral reports of technical problems, investigative findings and engineering recommendations. • Tag-in, Tag-out, Padlock system, Hot permit and Cold permit for safety formalities for all kind of electrical work held in Grid Station. • Carrying out Planned Preventative Maintenance tasks including working on CTs, PTs, controllers, Insulation system and HV-LV distribution. • To ensure adequate stock of spare parts, consumables and other essential items for all equipment under his responsibility. • To supervise the work of subordinates to ensure that operation, maintenance and repairs are carried out smoothly and efficiently. • To be responsible for all relevant technical documentation of plant, electrical/electromechanical and control systems, machinery and ancillary equipment. • To follow up and monitor works assigned to Contractors. • Excellent written and communication skills • Ability to work alone or lead a team in tasks
MINIMUM JOB REQUIREMENTS	DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC) FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	Switch Board Operator (SBO)
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	TECHNICAL
RESPONSIBILITIES	<ul style="list-style-type: none"> • Have good understanding and operational knowledge of SCADA/PLC system. • Operate a variety of telemetering and electronic equipment. • Perform limited maintenance tasks to include: filter changes, HVAC PMs, rack power installs, rack PDU, and rack ATS replacements. • Design, modify and change control systems; reprogram equipment used for water blending, change set points and other system parameters, and perform PLC programming to change control logic on a permanent or temporary basis. • Provide support to Data Operation Centre. • Ensure all safety procedures are adhered to while performing work. • Operate modern office equipment including computer equipment and software. • Take daily operational readings of all mechanical and electrical equipment through routine rounds/log taking (temperatures, voltages, currents, etc.). • Supervise contractors who perform servicing or preventive maintenance. • Respond to off hour emergency calls for region sites. • Fully comply with all physical security procedures and policies. • Strong verbal and written communication skills.
MINIMUM JOB REQUIREMENTS	B.TECH IN ELECTRICAL FROM RECOGINIZED INSTITUTION WITH FIVE YEARS EXPEREINCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD OR DIPLOMA IN ELECTRICAL FROM RECOGINIZED INSTITUTION WITH TEN YEARS EXPEREINCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	INTERMEDIATE ENGINEER - ELECTRICAL (TRANSMISSION/SUBSTATION)
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
FUNCTIONS	WILL BE INVOLVED IN PLANNING, DESIGNING, ESTIMATING, SUPERVISION OF TRANSMISSION LINES/SUBSTATIONS AND WORKING ON DIFFERENT SOFTWARES
RESPONSIBILITIES	<p>Assist the General Manager – Technical in development for Transmission Projects.</p> <p>Assist the General Manager – Technical in potential projects for development by the Government or under PPP mode and selection and monitoring of consultants, contractors and or developers/private partners.</p> <p>Represent the company at various forums.</p> <p>Assist with relevant authorities on laying of transmission lines from the proposed power generating units to the National Grid.</p> <p>Assist the General Manager – Technical in carrying out technical review of proposals of transmission projects.</p> <p>Perform any other task relating to official duty assigned by GM - Tech and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ELECTRICAL ENGINEERING FROM HEC RECOGNIZED UNIVERSITY</p> <p>MBA WILL ALSO BE AN ADVANTAGE FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>FOUR YEARS OF SUCCESSFUL, VERIFIABLE AND RELEVANT EXPERIENCE IN POWER SECTOR</p> <p>HANDSON EXPERIENCE OF USING PLS CAD, SUBSTATION DESIGN 3D, LOAD FLOW STUDIES SOFTWARE, CDEGS SOFTWARE FOR GROUNDING</p>
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	INTERMEDIATE IT & SCADA ENGINEER
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
FUNCTIONS	WILL BE INVOLVED IN PLANNING, DESIGNING, ESTIMATING, SUPERVISION OF TRANSMISSION LINES/SUBSTATIONS AND WORKING ON DIFFERENT SOFTWARES
RESPONSIBILITIES	<p>Should have management skills to establish IT & SCADA department.</p> <p>Creating a Network for remote monitoring of Transmission Lines.</p> <p>Provide professional SCADA and Control System engineering services associated with electric power and distribution network.</p> <p>Design, document, implement and maintain essential SCADA and control systems and components for electric power and distribution networks.</p> <p>Provide appropriate and timely technical advice on matters relating to SCADA and control systems.</p> <p>Carry out duties in accordance with Power and safety, environmental and quality policy, safety principles, corporate values and strategies.</p> <p>Assist the General Manager – Technical in development for Transmission Projects.</p> <p>Perform any other task relating to official duty assigned by GM - Tech and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ENGINEERING IN INFORMATION TECHNOLOGY FROM HEC RECOGNIZED UNIVERSITY</p> <p>MBA WILL ALSO BE AN ADVANTAGE FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>FOUR YEARS OF SUCCESSFUL, VERIFIABLE AND RELEVANT EXPERIENCE IN POWER SECTOR</p> <p>SHOULD HAVE SUFFICIENT KNOWLEDGE AND HANDS ON EXPERIENCE OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) IN POWER SYSTEMS PERSPECTIVE</p> <p>KNOWLEDGE OF DATA COMMUNICATIONS PROTOCOLS, NETWORKING EQUIPMENT AND COMPUTER OPERATING SYSTEMS SUCH AS WINDOWS AND UNIX, INCLUDING CISCO OR MICROSOFT CERTIFIED QUALIFICATIONS</p>
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	JUNIOR ENGINEER - CIVIL
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	POWER TRANSMISSION
FUNCTIONS	WILL BE INVOLVED IN PLANNING, DESIGNING, ESTIMATING, SUPERVISION OF PROJECTS AND WORKING ON DIFFERENT SOFTWARES
RESPONSIBILITIES	<p>Responsible for project management, professional/technical engineering, engineering design and review, standards, survey work, inspections, Public Services GIS supervision and applications, CAD, pavement management and other engineering software applications.</p> <p>Prepares designs for Engineering projects in accordance with general engineering principals, determines scope, designs, prepares drawings, specifications, cost estimates; conducts and coordinates design and construction surveying, provides construction staking.</p> <p>Prepares legal descriptions, documents, and draft agreements for right of way acquisitions; meets with property owners to discuss right of way purchases for projects.</p> <p>Provides design data for surveying, and engineering applications using Computer-Aided Drafting (CAD); word processing; spread sheet; Geographic Information Systems (GIS); uses appropriate computer hardware; responsible for the data input and production of digital maps, surveys, engineering drawings, and special database reports.</p> <p>Conducts studies to support all compliances.</p> <p>Perform any other task relating to official duty assigned by GM - Tech and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>DEGREE IN ENGINEERING IN CIVIL FROM HEC RECOGNIZED UNIVERSITY</p> <p>MBA WILL ALSO BE AN ADVANTAGE FROM HEC RECOGNIZED UNIVERSITY</p> <p>REGISTRATION WITH PAKISTAN ENGINEERING COUNCIL (PEC)</p> <p>FOUR YEARS OF SUCCESSFUL, VERIFIABLE AND RELEVANT EXPERIENCE IN POWER SECTOR</p> <p>SHOULD HAVE SUFFICIENT KNOWLEDGE AND HANDS ON EXPERIENCE OF AUTOCAD IN POWER SYSTEMS PERSPECTIVE</p>
REFERENCES	2 references from educational and professional background required


SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED
JOB DESCRIPTION

JOB TITLE	Grid Fitter
REPORTS TO	GENERAL MANAGER - TECH
DEPARTMENT	TECHNICAL
RESPONSIBILITIES	<ul style="list-style-type: none"> • Arrange shutdowns of Extra High Tension (EHT) 220/132 KV circuits by putting OFF the SF6 breakers and OPENING the ISOLATORS and also GROUND it and handed over to maintenance or protection teams according to Standard Operating Procedure(SOP). • Arrange shutdowns of AUTO/POWER TRANSFORMERS by putting both PRIMARY/SECONDARY sides SF6 and VCB BREAKERS OFF and ISOLATE and GROUND them from the system and handed over to maintenance or protection teams according to Standard Operating Procedure(SOP). • Paralleling Operations of TRANSFORMERS with the help of BUS-COUPPLERS. • All types of ON/OFF, ISOLATE and GROUNDING operations of SINGLE, DOUBLE and RING Bus bar system in the Grid Station. • Continuously check readings of loads at 220/132/11 KV feeders, temperatures at Auto Transformers and Power Transformers etc and record them in log sheets and log books. • Continuously checking DC Voltages at battery chargers and log them. • Load Management and Load shedding as per Transformers maximum ratings and as per order of Control Engineers. • Recording the final readings to computer and send to the higher authorities via email. • Manage, control, and supervise subordinate staff as appropriate from time to time. • Responsible for reporting any abnormality at the grid inform to Control engineer and check physically positions of fault and log it. • Fault rectify and isolate from system report to concern departments. • Manage safety during work. Whenever any blast occurs at any electrical equipment then firefighting and saving company assets and also human lives.
MINIMUM JOB REQUIREMENTS	B.TECH IN ELECTRICAL FROM RECOGNIZED INSTITUTION WITH FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD OR DIPLOMA IN ELECTRICAL FROM RECOGNIZED INSTITUTION WITH TEN YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SCHEDULER
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	ENSURING OFFICES, KITCHEN, STAIRS AND ALL OFFICE PREMISES ARE KEPT IN A CLEAN AND ORDERLY CONDITION
RESPONSIBILITIES	<p>Plans and prepares project schedules for systems/schemes.</p> <p>Draws up master/discipline schedule to establish sequence and lead time of each operation to meet client forecasted master schedule.</p> <p>Updates client through client accepted/ sponsored software.</p> <p>Recording technical specifications and construction data and performs mathematical calculations to determine material, tools, and human resource requirements for the schedule.</p> <p>Plans and schedules workflow for each craft and operation according to previously established client sequences and lead times.</p> <p>Plans sequence of fabrication, assembly, installation, and other operations for guidance of construction workers.</p> <p>Planner/Scheduler confers with Client & Company management to determine status of projects.</p> <p>Expedites operations that delay schedules and alters schedules to meet unforeseen conditions.</p> <p>Prepares project reports.</p> <p>Prepares lists of required materials, tools, and equipment or any other information.</p> <p>Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>THREE YEARS EXPERIENCE IN RELEVANT FIELD</p> <p>WELL VERSED WITH ALL PROJECT RELATED SOFTWARES/PROTOCOLS/STANDARDS</p> <p>HANDS ON EXPERIENCE OF USING PRIMAVERA P6 SERIES SOFTWARE</p>
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	FOREMAN
REPORTS TO	SITE ENGINEER
DEPARTMENT	POWER TRANSMISSION
SUPERVISES	SUPERVISORS, HIGH SKILLED LINEMEN, HELPERS
FUNCTIONS	MONITOR AND MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF THE TECHNICAL MANPOWER OF THE SECTION
RESPONSIBILITIES	<p>Strict Compliance/Implementation of all the safety protocols at site prior to start of work.</p> <p>Assign work to technical staff and implement work to:</p> <ul style="list-style-type: none"> • Periodic cleaning of transmission line insulators. • Foot-patrol transmission line routes for monitoring of transmission towers, poles, insulators, hardware and foundations. • Maintain and replace transmission line insulators and hardware. • Repair / replace broken conductor. • Construct diversion lines of tubular poles, if required. • Replace corroded braces and cross-arms. • Keep transmission line route clear of wild bushes and jungles. • Prune the tree-branches in vicinity of transmission lines. <p>Implement contractual work of painting of transmission towers and poles.</p> <p>Implement contractual work of replacement of braces and foundation repair.</p> <p>Patrol transmission lines during late night hours for monitoring the condition of insulators chattering due to contamination.</p> <p>Interact and co-ordinate with Load Dispatch Center for preventive maintenance shutdowns and post-fault shutdowns.</p> <p>Maintain discipline of the section according to STDC rules.</p> <p>Perform any other task relating to official duty assigned by Site Engineer and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>B.TECH IN ELECTRICAL FROM RECOGNIZED INSTITUTION WITH FIVE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD OR</p> <p>DIPLOMA IN ELECTRICAL FROM RECOGNIZED INSTITUTION WITH TEN YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD</p>
REFERENCES	2 references from educational and professional background required



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SUPERVISORS
REPORTS TO	FOREMAN
DEPARTMENT	POWER TRANSMISSION
SUPERVISES	HIGH SKILLED LINEMEN, HELPERS
FUNCTIONS	MONITOR AND MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF THE TECHNICAL MANPOWER OF THE SECTION
RESPONSIBILITIES	<p>Strict Compliance/Implementation of all the safety protocols at site prior to start of work.</p> <p>Assign work to technical staff and implement work to:</p> <ul style="list-style-type: none"> • Periodic cleaning of transmission line insulators. • Foot-patrol transmission line routes for monitoring of transmission towers, poles, insulators, hardware and foundations. • Maintain and replace transmission line insulators and hardware. • Repair / replace broken conductor. • Construct diversion lines of tubular poles, if required. • Replace corroded braces and cross-arms. • Keep transmission line route clear of wild bushes and jungles. • Prune the tree-branches in vicinity of transmission lines. <p>Implement contractual work of painting of transmission towers and poles.</p> <p>Implement contractual work of replacement of braces and foundation repair.</p> <p>Patrol transmission lines during late night hours for monitoring the condition of insulators chattering due to contamination.</p> <p>Interact and co-ordinate with Load Dispatch Center for preventive maintenance shutdowns and post-fault shutdowns.</p> <p>Maintain discipline of the section according to STDC rules.</p> <p>Perform any other task relating to official duty assigned by Foreman and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	DIPLOMA IN ELECTRICAL FROM RECOGNIZED INSTITUTION WITH THREE YEARS EXPERIENCE OF OPERATIONS & MAINTENANCE IN RELEVANT FIELD
REFERENCES	2 references from educational and professional background required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	HIGH SKILLED LINEMEN
REPORTS TO	SUPERVISOR
DEPARTMENT	POWER TRANSMISSION
FUNCTIONS	PRACTICALLY MAINTAIN OVERHEAD TRANSMISSION LINES WITH THE ASSISTANCE OF HELPERS AND GUIDANCE FROM SUPERVISOR/FOREMAN
RESPONSIBILITIES	<p>Strict Compliance/Implementation of all the safety protocols at site prior to start of work.</p> <p>Should be well versed with the use of tools/equipment of the transmission lines.</p> <p>Patrol transmission lines during late night hours for monitoring the condition of insulators chattering due to contamination.</p> <p>Periodic day time patrolling of transmission line to point out any abnormalities.</p> <p>Timely rectification of faults.</p> <p>Maintain discipline of the section according to STDC rules.</p> <p>Perform any other task relating to official duty assigned by Supervisor and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>MINIMUM THREE YEARS FIELD EXPERIENCE OF WORKING ON TRANSMISSION LINES</p> <p>PREFERENCE WILL BE GIVEN TO MIDDLE/MATRICULATION CANDIDATES</p>



SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	HELPER
REPORTS TO	SUPERVISOR
DEPARTMENT	POWER TRANSMISSION
FUNCTIONS	PRACTICALLY HELP IN MAINTAINING OVERHEAD TRANSMISSION LINES WITH THE GUIDANCE FROM HIGH SKILLED LINEMEN/SUPERVISOR/FOREMAN
RESPONSIBILITIES	<p>Strict Compliance/Implementation of all the safety protocols at site prior to start of work.</p> <p>Should properly handle all the tools/equipment of the transmission lines.</p> <p>Remain attached with the team for all the maintenance works.</p> <p>Maintain discipline of the section according to STDC rules.</p> <p>Perform any other task relating to official duty assigned by High Skilled Linemen and Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	MINIMUM ONE YEAR FIELD EXPERIENCE OF WORKING ON TRANSMISSION LINES PREFERENCE WILL BE GIVEN TO PRIMARY PASS CANDIDATES

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	TEA BOY (NAIB QASID)
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
RESPONSIBILITIES	<p>Handling Kitchen Matters. Bring Lunch from Bazaar. Attend office at least 15 minutes before office hours. clean office furniture and record before office hours; attend to general arrangement and tidiness of office furniture; carry from one place to another within and outside office premises officials files / papers / dak. Shift articles of light furniture e.g. chairs, side racks, small side-tables, etc. from one place to another within the office premises; Carry steel boxes containing secret / confidential files from one officer to another; Conduct visitors to the Officers; Attend to other small chores like serving of drinking water etc. General arrangement and tidiness of the office, furniture including re-dusting of office furniture, record etc. Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	PREFERENCE WILL BE GIVEN TO PRIMARY/MATRICULATION PASS CANDIDATES

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	DISPATCHER / RIDER
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	OFFICIAL OUTDOOR DOCUMENTATION/PAPERWORK RELATED TASKS
RESPONSIBILITIES	<p>Transport and receive items quickly by motorcycle. Items can include packages, letter, legal documents or messages. Keeping of motorcycle roadworthy. Enjoy motorcycling and be a skilled rider. Must have valid driving license. Must have own motorcycle. Be physically fit. Be reliable and punctual. Be able to work on your own. Have good literacy and numeracy skills. Have the ability to read and follow guides, plan and learn routes. Have a mature attitude to present/collect letters/documents on behalf of company. Be friendly and presentable. Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	<p>PREFERENCE WILL BE GIVEN TO MINIMUM ONE YEARS EXPERIENCE PREFERENCE WILL BE GIVEN TO MATRICULATION/INTERMEDIATE CANDIDATES</p>
REFERENCES	2 references required



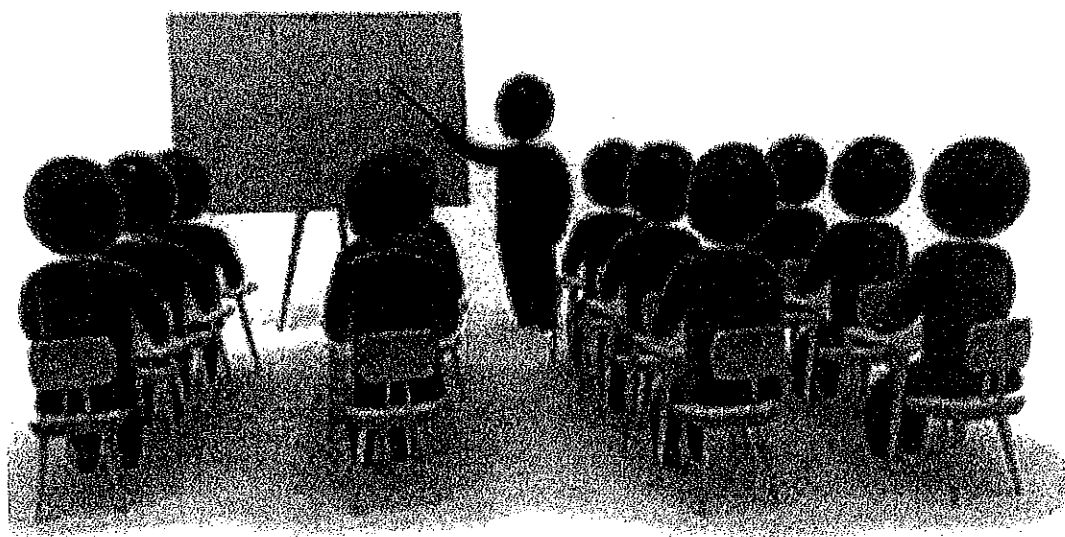
SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SECURITY GUARDS
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	MAINTAIN SAFE AND SECURE ENVIRONMENT BY STRICT VIGILANCE AND MONITORING PREMISES AND PERSONNEL
RESPONSIBILITIES	<p>Secures premises and personnel by strict vigilance of property; monitoring surveillance equipment; inspecting buildings, equipment, and access points; permitting entry.</p> <p>Obtains help by sounding alarms.</p> <p>Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.</p> <p>Completes reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures.</p> <p>Maintains environment by monitoring and setting controls.</p> <p>Ensures operation of weapons by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques.</p> <p>Contributes to team effort by accomplishing related results as needed.</p> <p>Should Maintain Standard Operating Procedures all the time.</p>
MINIMUM JOB REQUIREMENTS	MINIMUM TWO YEAR OF SECURITY EXPERIENCE PREFERENCE WILL BE GIVEN TO MATRICULATION PASS CANDIDATES
REFERENCES	2 references required

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	OFFICE CLEANERS
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	ENSURING OFFICES, KITCHEN, STAIRS AND ALL OFFICE PREMISES ARE KEPT IN A CLEAN AND ORDERLY CONDITION
RESPONSIBILITIES	<p>Provide a high quality cleaning service that includes tasks such as vacuuming, dusting, emptying bins, and polishing surfaces.</p> <p>Dust/polish all surfaces including furniture/equipment.</p> <p>Vacuum carpet.</p> <p>Tidying office space (cupboards, refrigerator, countertops, and other appliances).</p> <p>Cleaning glass windows/panes, walls and doors.</p> <p>Brush internal entrance stairs and stairways.</p> <p>Open and close building daily and ensure equipment is switched off, where applicable, at the end of the work day.</p> <p>Notify administration when materials are running low so that they can be ordered centrally.</p> <p>Use cleaning machines safely.</p> <p>Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	PREFERABLY PREVIOUS EXPERIENCE OF CLEANING AT WORKPLACE.

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LIMITED	
JOB DESCRIPTION	
JOB TITLE	SWEEPERS
REPORTS TO	HR & ADMIN OFFICER
DEPARTMENT	HR & ADMIN
FUNCTIONS	ENSURING OFFICES, KITCHEN, STAIRS AND ALL OFFICE PREMISES ARE KEPT IN A CLEAN AND ORDERLY CONDITION
RESPONSIBILITIES	<p>Provide a high quality cleaning service that includes tasks such as brushing, Mopping, sweeping emptying bins etc.</p> <p>Mop all surfaces.</p> <p>Sweep and mop the floors.</p> <p>Mop internal entrance stairs and stairways.</p> <p>Clean sinks, taps, draining board, basins.</p> <p>Clean each toilet, urinals, hand basins, sinks, baths, showers.</p> <p>Mop toilet.</p> <p>Tidying bathroom facilities.</p> <p>Notify administration when materials are running low so that they can be ordered centrally.</p> <p>Use cleaning chemicals safely.</p> <p>Perform any other task relating to official duty assigned by Higher-ups.</p>
MINIMUM JOB REQUIREMENTS	PREFERABLY PREVIOUS EXPERIENCE OF CLEANING AT WORKPLACE.

* RENEWAL IN PROGRESS

IN-HOUSE PERIODIC SAFETY TRAINING FOR O&M STAFF

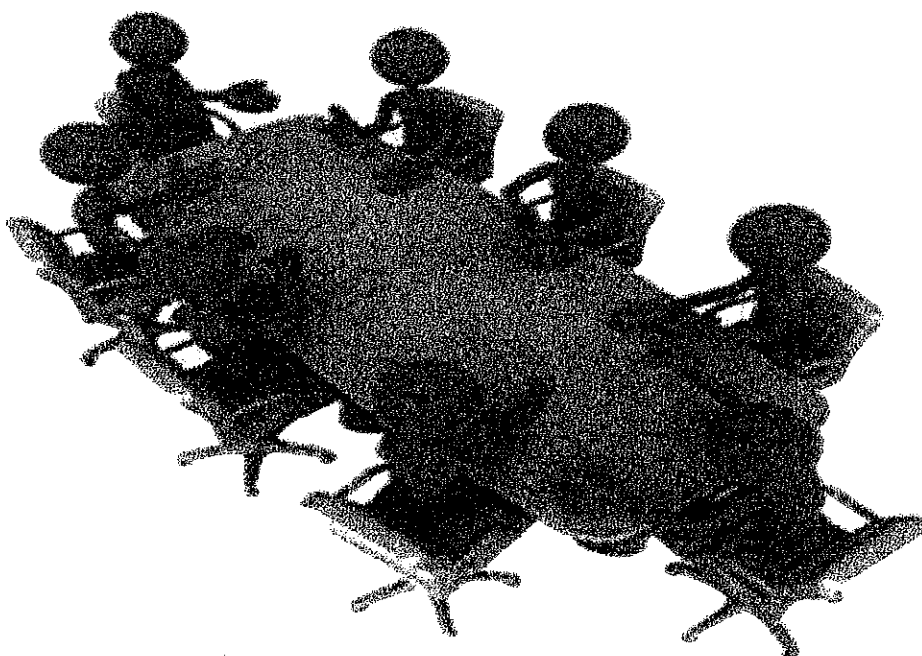


IN-HOUSE PERIODIC SAFETY TRAINING FOR O&M STAFF

As STDC is OHSAS 18001 certified company, and believes in zero tolerance for negligence, STDC is committed to act responsibly with respect to people, health, safety and the environment.

For this purpose, educating the workforce on timely basis is crucial for maintaining quality standard of STDC. Periodic Training of O&M staff is necessary for maintaining the safety protocols during the field maintenance works to prevent any sort of damage. Hence, periodic safety trainings will be provided to workforce.

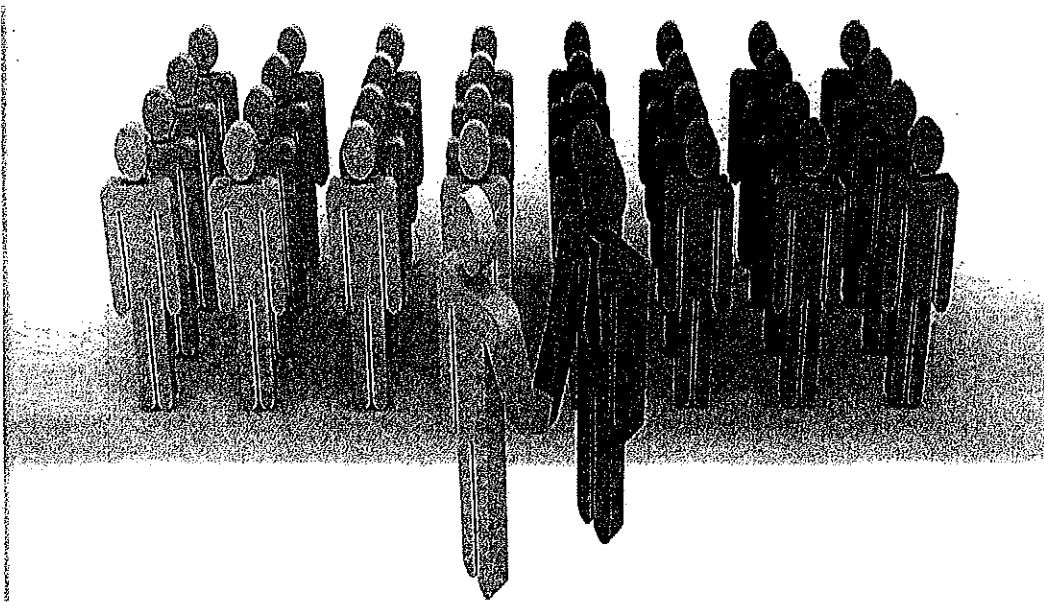
FORTNIGHTLY PROGRESS REVIEW MEETINGS



Fortnightly progress review meetings are to be conducted on regular basis to address the critical issues in particular and all other routine issues in general. The meeting will be chaired by CEO PGC with the inclusion of participants from all the departments.



HR POLICY





Acronyms

STDC	Sindh Transmission & Dispatch Company (Private) Limited
BOD	Board of Directors
CEO	Chief Executive Officer
HR	Human Resources
GM	General Manager
CV	Curriculum Vitae
CNIC	Computerized National Identity Card
EOBI	Employee Old Age Benefits Insurance
HoD	Head of the Department
TNA	Training Needs Analysis
TA	Travelling Allowance
DA	Daily Allowance
Admin	Administration
KPI	Key Performance Indicator



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This HR Policies Manual is the property of STDC – Sindh Transmission & Dispatch Company Private Limited and is Confidential.

Any entitlements mentioned in this manual are subject to change after review and recommendation from HR and approval by STDC Management.

Amendments to this manual will be approved by the CEO and will be circulated through a notification / email / any appropriate medium to STDC employees. A new version of the HR Policies Manual will be issued subsequently.

Company Overview

1.1 Sindh Transmission & Dispatch Company (STDC) – A Brief Background

Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) is registered with Securities & Exchange Commission of Pakistan (SECP) under Companies Ordinance 1984, wholly owned by Government of Sindh and an ISO 9001, ISO 14001 and OHSAS 18001 certified company, engaged in the business of provision of catering the need of extra high voltage electric power infrastructure.

1.2 STDC Vision

Our aim is to be a leading national enterprise with global aspirations, effectively pursuing multiple growth opportunities, maximizing returns to the shareholders, remaining socially and ethically responsible.

1.3 STDC Mission

STDC's mission is to help our clients build and develop sustainable, profitable businesses, and to provide our customers with premium quality infrastructure projects in a safe, reliable, efficient and environmentally friendly manner, deliver exceptional services and customer support, maximizing returns to the shareholders through core business and diversification, providing a dynamic and challenging environment for our employees.

1.4 Core Values

- | | |
|------------------|---|
| • Sustainability | <i>Future Existence with sense of responsibility.</i> |
| • Teamwork | <i>Involve people.</i> |
| • Diligent | <i>Give your best</i> |
| • Commitment | <i>Keep your word.</i> |

1.5 Believes

- | | |
|--------------------------|--|
| • Integrity | <i>Do the right thing.</i> |
| • Respect | <i>Value people.</i> |
| • Endeavour | <i>Never give up.</i> |
| • Excellence | <i>Give your best.</i> |
| • Growth | <i>Continual learning and improvement.</i> |
| • Environmental Friendly | <i>Care for environment.</i> |

1.6 STDC – HR Philosophy

STDC believes that human capital is its greatest strength and hence, the importance of recruiting the most appropriate human resources, build competencies and ensuring that the human resource is engaged and motivated, is core to the HR philosophy.

At the same time STDC sets the highest standards of ethical conduct for all its employees accepting only legitimate practices in all its operations and engaging reputable and qualified individuals and firms for services. Accountability, Compliance and Transparency are the pillars of the ethical code of conduct at STDC.

1.7 Classification of Posts

All posts of the Company shall be classified in accordance with the Table given below:-

Existing Designation / Post	Equivalent to Post
Chief Executive Officer	Chief Executive Officer
Senior General Manager / Chief Engineering Officer / Chief Financial Officer / Chief Human Resources Officer	Head of the Department
General Manager	Director
Project Manager / Executive	Deputy Director
Team Lead	Assistant Director
Engineer	Manager
Officer	Assistant Manager
Assistant	Officer
Operator (Computer)	Officer / Specialist (IT)
Trainee Engineer	Junior Engineer
Trainee	Trainee
Intern	Intern

Scope of the Document

The HR Policy is a reference document for Sindh Transmission & Dispatch Company (STDC). It defines and elaborates on policies and practices of the organization.

The specific policies that follow in this manual, promote the philosophy of the company with regard to standards of excellence, terms of employment, development of employees, and entitlements. These policies will be reviewed on a regular basis and may be raised as necessary and appropriate to reflect the dynamics of the company.

2.1 Purpose of the Manual

The purpose of the Manual is to provide clarity and understanding of the Company's policies and assure fairness and equitable treatment of all employees on its implementation throughout the organization. It is the responsibility of each individual Department Head/Manager to administer these policies in a consistent and impartial manner.

It is intended that this Manual will be used for the following purposes:

- The Human Resources Policy provides a current source of reference to employees of Sindh Transmission & Dispatch Company (STDC). This manual is intended to assist management in the delivery of human resources policies in a fair, equitable and a consistent manner.
- All Sindh Transmission & Dispatch Company (STDC) Staff are responsible for being aware of the Company's Human Resources Policies and for action in accordance with these policies.
- Any changes to policies manual will require authorization of the HR/Management Committee except where otherwise stated in the manual. Employees should contact, HR Department for guidance, clarification and interpretation of policies.
- The guidance in this Manual must not be considered as prescriptive or all inclusive. Separate guidance on processes and procedures as well as standard documents is also provided where necessary.

2.2 Manual Holders

Copies of the Manual shall be provided to the following officials of STDC:

- a) Chief Executive Officer;
- b) Heads of all Divisions / Functions; and
- c) Head of Human Resources (custodian of the manual).

The contents of the Manual shall be used for official purposes only. Contents of the Manual should not be copied or otherwise removed from the premises of STDC management without the written permission of the Head of Human Resources function.

2.3 Responsibility of Implementation

It will be the responsibility of the Head of Human Resources / Human Resources Department

(HRD) to implement the policies and procedures prescribed in this manual.

2.4 Authority and Updates of this manual

STDC BOD, CEO and Head of Human Resources shall be responsible for ensuring timely and accurate modifications / updates to the Manual. No modification shall have effect unless approved and notified by the Board.

Every modification, once approved, shall be circulated by the Human Resource Department. HR shall maintain a log of all updates.

When new policies are developed, they will:

- Follow the approved format.
- Be distributed to each Departmental Heads.
- Be brought to the attention of employees by each Departmental Heads.
- Be placed in the appropriate section of the manual (if replacing an old policy, the old policy will be removed from the manual).

2.5 Updates shall either be made on

- Recommendations from the Human Resource Department, or
- Recommendations by CEO, or
- Recommendations by STDC Board

For each recommended update, the (HoD) HR will seek the approval of the CEO for addition of new policies to the manual or revision of existing policies. Upon approval, communication regarding the change and the effective date will be made to the Head of Departments.

The Company reserves the right to change, modify, suspend, interpret or cancel its policies and practices at its sole discretion and without advance notice. This right extends to both published and unpublished policies.

No individual supervisor or manager has the authority to change any of the policies at any time. If you are uncertain about any policy or procedure, you are advised to speak with your direct supervisor.

2.6 Use by External Parties

The manual contains proprietary information of the company and describes the policies of the company which are confidential. For this reason, copies of the manual must not be provided to external parties.

Roles and Responsibilities

3.1 Roles and Responsibility of HR Department

The Human Resources function include a variety of activities, and key among them is deciding what staffing needs an organization has and whether to hire staff on full-time employment or part-time to address the needs, recruiting and training the employees, ensuring they are high performers, dealing with performance issues, and ensuring that the organization's personnel and management practices conform to various regulations that are in force. Activities also include managing approach to employee benefits and compensation, employee records and personnel policies.

The HR Department shall be mainly responsible for the following:

- Advise and Assist management to formulate and ensure the implementation of effective human resource strategies, policies, procedures, controls and practices;
- Advise and assist management to maximize the performance of employees by providing human resource strategic and operational support.
- Ensure that STDC attracts retains and motivates the required talent to help achieve the organization's mission and objectives;
- Regularly monitor the effectiveness of human resource policies to ensure compliance and relevance to the strategic organization needs of STDC;
- Monitor compliance of the HR policies in place with the applicable Government Rules and Regulations;
- Be available for consultation, advice and support to all Groups, Divisions and staff within STDC.

3.2 Roles and Responsibilities of HR Management Personnel

Head of Human Resources Department

Role and responsibilities of the Head of Human Resources Department include:

- Overall responsibility for managing the human resource and administration function of STDC;
- Responsible for the Recruitment process of STDC including identification of vacant positions, advertisement, short-listing of candidates, arranging the interviews, issuing offer letters to successful candidates;
- Responsible for the preparation of payroll in coordination with Head of Finance / Accounts;
- Maintaining database of employees of STDC;
- Maintaining records of personnel, such as hires, promotions, rotations, and terminations separately for all the staff;
- Preparation of job descriptions for positions in consultation with relevant department heads and circulating them to relevant personnel;
- Receiving and processing employee request forms (i.e. leave, advance, TA/DA etc.);

- Consult with and advise employees and other department representatives on personnel-related policies and procedures;
- Providing training to and evaluation of subordinates and conducting employee appraisals;
- Act as a representative of HR and Admin function of STDC at various meetings and act as advisor to the board on matters that involve human resource considerations;
- Supervision of payroll preparation and maintenance of employees' records;
- Arranging orientation sessions for joiners;
- Coaching and counseling of the employees;
- Ensure completeness and security of employee's data / record;
- Maintaining appropriate controls on utilization of approved budgets for human resource function;
- Take disciplinary actions and handling of employees grievances to maintain a healthy environment;
- Present periodic reports to CEO / concern departments on human resources and administration related issues;
- Any other duties assigned by the CEO or the Board.

3.3 Job Description Formation Process

At the time of formation of new sanctioned post, Head of HR shall discuss the roles and responsibilities of the relevant post with the head of relevant department along with the reporting lines. Head of HR shall prepare the roles and responsibilities of the post in details in consultation with relevant department head / relevant person and submit it to CEO for review; amendments shall be made in the job description by the Head of HR. The draft copy shall be submitted by the HR representative to the head of relevant department.

Head of relevant department shall give his / her comments on the draft job description, and send the draft back to HR representative for approval by CEO. Once Job Description is approved, it should be filed with employee file; changes shall be incorporated by the head of HR and sent to the CEO for approval.

4.1 General Employment Policy

It is the policy of Sindh Transmission & Dispatch Company (STDC) to offer equal employment opportunity to all persons without regard to race, creed, color, sex, age, origin, or religion. This policy is intended to apply to recruiting, hiring, promotions, updating, layoffs, compensation, benefits, termination, and all other privileges, terms and conditions of employment.

4.2 Definition of Employee Status

An "employee" of STDC is a person who is appointed by STDC to work for the company on a salary basis. "Employees" may be contractual-full time or contractual-part time. As this is a contractual position so there is no need for confirmation after three months period.

People assigned short-term work through a specified contract are defined as temporary or

contractual-part time persons.

4.3 Contractual Full-time

An employee working 40 hours per week at least is considered contractual full-time employment.

4.4 Contractual Part-time

STDC does not offer part-time employment jobs but in case of a need for such an employment, the requirement will be dealt with on a case-to-case basis and approved by the CEO, STDC. The Compensation and Benefits for such jobs will be designed accordingly.

4.5 Ad hoc Appointment

The CEO shall have the authority to appoint staff for a short time period. Ad hoc appointment procedure will not be same as regular appointments and discretion to CEO / top management.

4.6 Reserved Quota

Following quota will be observed as per current local laws

- **Female Candidates**

Female candidates otherwise qualified will be eligible to apply for all categories of posts in STDC, as per recent notification No. SORI(SGA&CD)2-1/94 (Women Quota) by Services, General Administration & Coordination Department (Regulations Wing), Government of Sindh, women quota for jobs to be filled in by initial appointment is increased to 15% of total allocated posts of each category.

- **Disabled Persons**

2% statutory quota for disabled persons, of the total allocated posts of each category, will be reserved. STDC may demand disability certificates for disabled candidates which are issued by social welfare department.

- **Minorities (Non-Muslims)**

5% of the total number of advertised posts of each category in STDC reserved for minorities against which qualified candidates are not available, these vacancies may be treated as open and filled on merit.

4.7 Method of Appointment

i. Internal Recruitment

Only employees who have served at least for six months in their current position shall be eligible to apply in response to the vacancy announcements. Employee(s) will inform their respective head of the department while applying against an internal position and, if selected, will join the new job after getting clearance from the head of department.

Internal hiring will not automatically effect a change in the salary, grade and the benefit package. Compensation / grade related changes will only be considered during the internal recruitment process. The record of new position shall be updated in personal file. After hiring under this method, the employee will not be eligible to apply for another internal vacancy for a minimum period of six months from the date of assuming new position.

ii. External Recruitment

No candidate under the age of eighteen will be considered for employment. To avoid conflict of interest, hiring of close relations (brothers, sisters, spouses, first cousins, brothers/sisters in law) will not be encouraged. However, candidates falling in this category with rare skill set and exceptionally good credentials may be considered. Head of the Department will need to provide Employee Requisition Form for hiring such candidates and a final decision will rest with the CEO.

Hiring from vendors and clients will not be encouraged. Except where offers are made to employees of these entities and prior consent of their employers was obtained. All recruitment will be done through HR in consultation with the Heads of the concerned department, the CEO and Board of Directors as prescribed.

An applicant's knowledge, skill and aptitude related to the position shall be judged according to a range of factors including:

- Education (Academic / Professional);
- Experience;
- Achievements in extracurricular activities;
- Confidence;
- Management potential;
- Interview.

4.8 Appointment Authority

For Contractual-Full Time positions the appointing authorities to make appointment against various sanctioned posts shall be as under:

List of appointing authorities

Sr. No.	Posts / Grades	Authority
1.	Chief Executive Officer	STDC Board of Directors
2.	Head of Departments / Sr. GM / GM / Director	CEO / STDC Board of Directors
3.	Project Manager / Deputy Director/ Executives / Team Lead / Engineer / Managers / Assistant Managers / Officers	CEO / Technical Department Heads and Head of Human Resources
4.	Others	CEO / Head of Human Resources

4.9 STDC Board of Directors

STDC BOD consists of following members, mentioned below:

- Additional Secretary Admin (Energy Department)
- Director Alternative Energy (Energy Department)
- Independent Member # 1

- Independent Member # 2
- Independent Member # 3

4.10 Employee taking up other assignments

STDC does not allow 'Contractual full-time' employees to engage in paid work outside of the organization.

Employees, in all other categories, who are also working with other organizations or are engaged with other projects / consultancy assignments, are required to disclose this information to the HR Department and obtain approval, as a check for conflict-of-interest.

5.1 Recruitment Planning

It is the responsibility of every Departmental Head and HR to develop the manpower plan and seek the necessary approval from the CEO.

- i. The manpower plan shall incorporate the financial implication and recruitment plan
- ii. HR will decide the mode of recruitment and follow the recruitment and staffing procedural guidelines
- iii. In case of internal hiring, vacancy will be announced internally via email and employees will be requested to apply for the job

5.2 Recruitment Process

i. Vacancy Announcement

In case the vacancies are to be advertised internally, Head of Human Resources shall carryout the following process for internal announcement:

- Prepare an internal advertisement in coordination with the head of relevant department;
- Internal advertisement shall be finalized with the approval of CEO; and
- Head of Human Resources shall paste the advertisement on the official notice board / website / send an email to every staff member working at STDC.

Following procedures shall be followed for the purpose of announcement of available post for external hiring of staff:

- Head of Human Resources shall discuss a recruitment strategy and candidate screening criteria with the Head of relevant department depending on the urgency, likelihood of selecting suitable candidates, cost and the level and profile of the position, the following recruitment approaches would be considered;
- The draft advertisement shall be prepared by the Head of Human Resources and submit the advertisement to the CEO for review;
- Head of Human Resources shall obtain a confirmation from the Head of Finance / Accounts Department to ensure the availability of funds;

- The draft advertisement shall be sent to the head of relevant department for review. The comments of the relevant departmental head shall be incorporated in to the draft advertisement;
- Approval of the CEO shall be obtained;
- Advertising agency shall be selected through proper procurement process for publishing;
- The advertisement shall be carried out in one local and two national newspapers to ensure wide spread coverage; and
- STDC shall also announce vacancy on its official website.

All vacancy announcements will be issued by the HR Department. The advertisement must clearly state the vacant position's title, responsibilities and requirements, application instructions, and closing date. The advertisement will also state that only short-listed candidates will be interviewed.

In Addition to the advertisement of post as per the above mentioned process, Head of Human Resources shall carryout the following activities:

- Contact the placement offices of Universities / Educational institutes, for fresh graduates for entry level positions;
- Liaise with educational Institutes / Colleges and build relationship to meet the demands of ongoing manpower requirements;
- May contact placement firms / head-hunters for critical / senior management positions; and
- May seek referrals to attract best available candidates from the market.

ii. Resume database

Employment application form shall be available at Human Resource Department as well as website to be filled and submitted along with the CV of candidate.

Employment application along with CV shall be received via post, personal visit, Email and / or online submission on STDC website. CVs shall only be received from the candidate himself and CVs received from a third party shall not be accepted. Head of Human Resources shall form a data base of applications received against the vacancy announcements. At the last date of submission, Head of Human Resources shall take printouts of all the applications and CVs received online and submit them to the CEO. HR shall use the following sources to build a database for prospective candidates:

- Graduate Directories from Universities
- Executive Search Service providers (for senior positions only)
- Employee and other referrals
- Walk-in candidates
- Unsolicited applications

iii. Short listing

Head of Human Resources in consultation with the concerned Head of the Department and with the approval of CEO / Board of Directors will determine the screening criteria for the applications received. The basis of the screening process will be the job description and person specifications, and only candidates who meet the minimum requirements for the position will

be selected for initial / first interview. The screening and evaluation process of resumes shall be performed by the relevant department / person depending on the post.

The HR Department shall be responsible to:

- Receive "Employment Application form" and reference all job applications and CVs;
- Screen all job applications and CVs according to the screening criteria;
- Plan and coordinate the interviews and tests schedules;
- Develop a short-list of potential candidates

Human Resources Department shall maintain record of all the applications received which may be considered in future. After the short listing, Head of Human Resources shall contact and intimate the candidates through E-mail / Phone call / letter for interview at a specified date in coronation with the availability of the members of the interview panel.

iv. Interview and Tests

Before conducting the interview, HR shall ensure that the candidate completes an Employment Application Form indicating personal information including listing any relatives that are employed by STDC.

Following steps shall be followed for Interviews:

- The interviews shall be held within 14 days after the screening of resumes is complete.
- The Human Resources Department shall prepare and coordinate interview schedule and participate in the Interview process.
- The interview shall be carried out by the relevant interview panel;
- Each Member of the interview panel must complete a Candidate Interview Evaluation Form
- Members of the interview panel must inform Human Resources Department, prior to interviews, if they have any acquaintances with, or related to, the candidates. HR will determine if a conflict of interest is present or not. Hiring Panel Members, with a personal connection to a candidate, are expected to reclude themselves of the interview panel.
- If specific testing is required for the vacant position, Human Resources Department will test applicants in the skill area before the initial interview. Human Resources Department will work with the relevant manager to ensure that the tests and interview questions provide the needed information for decision-making and that the process is consistent for short-listed candidates for the same position.

v. Selection

Following steps shall be followed for selection of candidate:

- After interviews have been completed, the members of the interview committee will complete the Interview Assessment Form and send information back to HR for filing.
- The form should sign by all the members of the panel and submitted to Human Resources Department.

- Members of interview panel are collectively responsible for the hiring of the suitable candidate and are required to write any reservations they may have on hiring a candidate on their interview form. These forms are kept confidential by HR.
- HR may deny the hiring based on any irregularity in the hiring process. HR objections must be documented and approved by the CEO.

vi. Documentation verification and Reference check

Reference and documentation checks will be conducted to ensure that the personal information including CNIC, educational documents and past experience provided by the job applicants is factual and antecedents from referees / previous employers are endorsed.

The Head of Human Resources Department shall carry out reference checks of the candidate(s) before candidate(s) is confirmed in a management or support / supervisory position.

Policies regarding initiating correspondence and handling of confidential information are presented below:

- Reference check should be sought from at least two referees, one of whom should be the candidate's employer prior to joining STDC. In case it is not possible for an employee to provide references of the previous employer (e.g. in case of entry level / junior management level positions), such an employee shall be required to provide other professional references.
- References should only be accepted from referees who know the employee in a professional capacity. Hence, references from relatives, family members, etc. will not be considered as valid for the purpose of this policy.
- General information pertaining to the employee's conduct may be enquired through the referees. However, the immediate supervisor / Head of the Department may ask the Head of Human Resources to check any specific information from the referees, which they may have come across during the course of the interview. Furthermore, if the job involves exposure to sensitive information, credentials should also be checked.
- Employees Last Education Degree and CNIC can also be verify (if needed).
- Any information received from the referees should be treated as strictly confidential. The appointing authority and the Head of the Human Resources Department will be only ones to have access to the information. Under no circumstances, it may be released to the employee.
- If any representation made by an employee is not validated after proper reference check, the appointing authority or Head of Human Resources Department can make necessary inquiries from the employee. Statement of false / incorrect information by an employee can result in dismissal from STDC.

vii. Offer letter

The top candidate in interview and who has been cleared in reference check and documentation verification shall be issued the offer letter for the relevant post. The offer letter signed by head of HR and concern department head's counter signature and it shall be sent to the candidate through post / courier.

The selected candidate shall have 15 days to respond to the letter contrary to which the job offer shall be rescinded.

In case, the candidate rejects the offer, Human Resources Department shall inquire for the reason of rejection. Reason for rejection shall be communicated to the head of selection committee to decide whether to accommodate the concerns of the candidate, if not, the head of selection committee shall identify the second most suitable candidate who has cleared documentation verification and reference check.

In case, none of the three selected candidates accept the job offer, recruitment process shall be carried out again.

5.3 Post recruitment activities

i. Appointment letter / Contract

Selected employees will be issued letter of appointment by Human Resources Department which will clearly spell out the terms and conditions of employment and the benefits applicable to the position. The code of conduct and disciplinary policy shall be annexed with the appointment letter.

The appointment letter to the minimum should contain the following information:

- Appointment date;
- Position offered;
- Work location;
- Employment duration;
- Salary;
- Allowances and benefits (if any);
- Terms of termination;
- Other terms and conditions of employment.

The recruitment process shall be finalized after the Job Offer letter has been accepted and signed by the candidate.

ii. Joining report

At the time of joining of the candidate, joining report should be signed by the candidate and submitted to Human Resources Department. Head of Human Resources Department shall verify and approve the joining report on the same day.

In case of non-availability of Head of Human Resources, Next to Head of Human Resources shall accept the joining report, but clearly mentioning the reason of unavailability of Head of Human Resources Department.

Original joining report shall be maintained by HR in the candidate personnel file of STDC. Copy of joining report shall be sent to the Head of Finance / Accounts along details of compensation and benefits for processing of salary.

iii. Orientation

After the signing of the appointment letter / contract, the HR representative shall:

- Introduce the appointee to his immediate Supervisor and departmental head, as available
- Add employee's name in the Attendance Register.
- Fill STDC Employee Card Form.
- Provide him a copy of STDC's HR policies, and clarification of its contents, as requested.
- Provide him a copy of his job description (if needed).

Orientation session shall be carried out by the HR for all new employees to ensure that employees joining STDC clearly understand its environment, values, work requirements and policies. This process will facilitate new employees to comfortably settle in the new environment.

The employee shall be given verbal briefing on following matters during orientation session:

- STDC vision, mission and core values;
- STDC management philosophy;
- Information about the board and management structure;
- STDC policies and procedures;
- Introduction to other employees and facilities.

5.4 Employment of family members

In general, STDC has no restriction on the employment of family members including spouse, children, parents, brothers, sisters and in-laws of serving employees. However, due to the sensitive nature of our business, employees of the same family are not encouraged to work in the same division / department.

Employees in the same / different division / departments who are contemplating marriage should inform their Heads of Division / Department and the Human Resources Department as soon as possible.

5.5 Internship, Trainee and Volunteer Policy

Internees will be appointed twice a year through selection procedure of reviewing application, interviews and placement in department as per need. Applicants may be selected as internees and remuneration will be based on current market trend.

Trainees can be inducted throughout a year; trainees must meet minimum criteria to work for STDC. STDC welcome volunteers to join and participate in organizational and personal growth. Volunteer works should be treating as unpaid.

Internees, trainees or volunteers may also be inducted at other times on the request of HoD / CEO in case of temporary, short-term need; they can be inducted for any department. A certification of achievement will distribute amongst internees and volunteer who work for organization, personal growth or for corporate social responsibility (CSR) works.

5.6 Travel Allowance for out of station candidates

Candidates invited for interview from other cities or local candidates will not be given TA/DA or any travel allowance including (air / train / bus ticket).

6.1 Purpose

The purpose of this policy is to set out the conditions and procedures for contracting the temporary services of individuals as consultants and designating the officials responsible for approving such contracts.

6.2 Hiring of Consultant / Subject Matter Expert

A consultant engaged by STDC is a specialist whose services are contracted on terms that stipulate a specific task to be completed / for specific period of time. Contract validity vary from case to case basis.

6.3 Consulting Agreement

The Consulting Agreement comprises on case to case basis
Draft Scope of work and the term of agreement shall be defined by the head of HR in coordination with the head of relevant department and the consultant hired for the specific assignment. Scope of work and terms of agreement shall be finalized for inclusion in the Consulting agreement with the approval of CEO / Board of Directors.

6.4 Hiring process

CEO of STDC can directly induct specialist or consultant for special purpose without following regular hiring process as needed.

6.5 Approving Authority

Consultant or Specialist can be hired with formal Request for Personnel signed by HR head and approved by CEO. As this is for special circumstances so proper job advertisement might not need to publish however it is not recommended but for special occasion / for special purpose where no man found / only few individuals available as experts, it is acceptable.

As this is for special purpose, so there is no need for any job related test(s) and we can directly call individual for Interview.

Interview Panel can be compressed of:

- Chief Executive Officer
- Head of Concern Department (if Department exists) / Head of other Department
- Individual Member from Board of Directors
- Head of HR Department

7.1 Purpose

The purpose of re-employment policy is to allow former employees a fair chance to re join company as other candidates.

7.2 Eligibility of Former Employees

Former employees are eligible to be re-employed if they left company as employees in good standing. Former employees who are on inactive status due to lay-off will have first consideration over other candidates. All former employees will be given the same opportunities and will need to comply with the same requirements as other applicants.

If hired, former employees will be treated as new employees for purposes of orientation and training.

Benefits based on length of service will be calculated using the rehire start date as their first date of employment unless a benefit plan provides other methods of calculation.

8.1 Introduction

There are two types of promotions and transfers: internal and interdepartmental. An internal promotion is a move to a position of a higher grade level within the same department or work unit. An interdepartmental transfer / promotion is a move to a position of same level / higher grade level in another department or work unit.

8.2 Purpose

STDC aims to provide career advancement opportunities to employees in line with their potential and the requirements of the company.

8.3 Policy

- It is in the interest of both the Company and the individual that employees should be encouraged to seek and gain advancement within the Company. Whilst the management reserves the right to appoint the most suitable person to any particular post, whether internal candidate or external one, it is the Company's policy to promote from within whenever and wherever possible.
- The basic principles of transfer and promotion in STDC are merit-based, equal opportunities, non-discriminatory and the potential for managing a bigger job. A detailed procedure will be followed for all promotions. This includes performance assessment review, potential assessment and IDP's (individual development plan).
- All promotions are based on the availability of a bigger job or enrichment of the current job.
- Whenever vacancies arise, the Heads of Division / Department should consider the possibility of transferring or promoting existing employees from within before recruiting externally.
- Under normal circumstances, Heads of Division / Department may recommend promotion for their employees, if they meet the requirements of and are suitable for the vacant positions.
- Alternatively, employees who fulfill the requirements of and consider themselves suitable for the vacant positions may apply for the positions by responding to internal vacancy announcements.
- To be eligible for promotion to the next higher grade, employees should have demonstrated potential for further development and possess relevant experience, qualifications and attributes prescribed for the position. As a general rule, they should have served in their present job for a

minimum of 6 months and have gone through at least one appraisal cycle, but management have also discretion in this regard, which vary from case to case.

- Employees will be promoted to positions which are one grade higher than their current ones, and their new job titles have to be in line with STDC's titles.
- On promotion to a higher grade, employees will normally receive the grade minimum salary of the new grade or a promotional increase which is equitable to other employees of the new grade. They will also be eligible for benefits applicable to the new grade.

8.4 Interdepartmental Transfer

- Head of the Department submit Request for Personnel Form after approval from CEO to HR Department. Once form submitted to HR Department, selected employee must report to new Supervisor.
- It is also discretion of CEO to transfer any employee from one department to another, depending on personnel needs. HR initiates the process by filling Request for Personnel Form then got approval from CEO.

9.1 Training and Development – Objectives

The objective of the Employee Development and Training Program of STDC is to:

- Develop employees and equip them with skills, competencies and tools to deliver exceptional results in their current job as well as develop them for the next level of jobs.
- Prepare employees to assume broader responsibilities, adapt to change, develop leadership skills and improve performance.

9.2 Training and Development – Purpose

It is the policy of STDC to ensure that the new employees and staff members are provided with the knowledge and skills necessary to perform in their assigned jobs in an effective manner. This will be achieved through STDC orientation program for new employees as well as ongoing training for all employees.

- The Department of Human Resources shall establish training plans based on the training needs assessment (TNA) and potential assessment results. Employees will receive formal instructor led training, on-the job training or computer-based training as appropriate for the type of skills development required.
- Immediate and long-range training needs are determined through training needs assessment and also through various means such as interviews, surveys, employee development plan, feedback from department heads and managers, and identified gaps between stated organizational goals and actual performance.

9.3 Responsibilities

Department of Human Resources

HR will be responsible for the following:

- i. Conduct TNA and prepare Training plan and training calendar.
- ii. Prepare Training budget (when required).
- iii. Identify training programs and manage all administrative work related to out sourced training.
- iv. Develop training programs and conduct in-house training where ever possible.
- v. Track record of the feedback and inputs from the attendees.
- vi. Monitor and evaluate STDC training programs for effectiveness.

• Departments

- i. HR Department, on the basis of TNA will plot the training needs of each Department and will allot a training budget.
- ii. Individual departments will provide on-job trainings to employees on regular basis. This will be led by the HoD and monitored by HR.

9.4 Employee Training and Development – Outcomes

• Authorized duty hours for training

- i. Employee training will normally be scheduled during regular working hours but may fall outside the employee's normal work hours.
- ii. Training for self-development not related directly to the job or to organizational objectives shall be taken on the employee's own time and at the employee's own expense.

• Training Outcome

- i. The department may request an employee who has attended training to deliver the same training to the rest of the employees.
- ii. A copy of certification will be filled in employee's personal file.

10.1 Purpose

The purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization.

10.2 Policy

The work performance of an employee is a vital key to the success of our organization. Providing professional development to our employees is an investment in their careers and the organization's future.

Full-time contractual employees are eligible for reimbursement for education costs that are approved by the organization. It is the employee's responsibility to seek out the courses and

other training mediums that will enhance his or her career development and are in line with the organization's mission.

10.3 Procedure

- All contractual full-time employees are eligible for professional development reimbursement.
- Professional development can be obtained through attendance at seminars, educational courses and degree programs that once acquired will assist the employee in performing his or her essential job functions and increase the employee's contribution to the organization.
- Other professional development expenses that are reimbursable under this policy are membership fees to professional organizations, registration fees for meetings, conferences, workshops and seminars, fees and subscriptions for scholarly journals, books, and computer-based resources.
- Employees must request permission from their immediate supervisor for review and approval to attend and to receive reimbursement for desired training and / or resource. The request must include applicable course of study, purpose, job relevance, cost, dates, times of coursework and name of the institution or source of training (Preferably submit photocopy / softcopy of advertisement with application).
- Upon satisfactory completion of the training and / or coursework, the employee must provide documentation to support completion and payment in order to receive reimbursement.
- Eligible employees will be marked present at office during sessions.
- It depends on discretion of Management of STDC / CEO to approve such reimbursements.

11.1 Purpose

Performance Management at STDC is a formal process of evaluating employee performance, to help the Head of relevant department to identify and align the performance targets as per agreed and expected outcomes, plan employee career development, assess readiness for promotion, determine compensation, and improve productivity by communicating goals and expectations to employees.

11.2 Objectives

Performance Evaluation shall be carried out at STDC to achieve the objective defined below:

- To attain and maintain performance excellence through proper monitoring, appraisal and feedback of individual staff performance.
- To give employees a clear understanding of the quality and quantity of work expected from them.
- To encourage performance driven culture and open communication within the organization.
- To provide fair and objective review of an employee's performance during the employment tenure as an integral part of employee development.
- To motivate and assist employees in improving their performance and achieving their professional career goals.

- To ensure that the work performed by employees accomplishes the objectives of the STDC.
- To give employees ongoing feedback on how effective their performance is relative to expectations.
- To provide objective information for making decisions on salary increments, incentive, promotions and transfers.
- To measure work performance.
- To address performance related deficiencies by identifying weak area of employee performance.

11.3 STDC Performance Management System

Formal assessment should take place on a regular basis, preferably bi-annual. Its purpose is to provide feedback on past performance and future potential as well as on other relevant aspects concerning a staff member's work including the development of his skills and competencies. Both the positive and negative aspects of individual performance should be frankly addressed. Assessment of performance should be based on facts rather than opinions. For managerial positions, assessment will be based essentially on agreed objectives and their level of achievement.

11.4 Performance Evaluation Phases

STDC Performance Appraisal Process is carried out in several steps starting at the beginning of the appraisal cycle by the direct supervisor agreeing with the employee on job responsibilities. Employee's performance targets shall be in line with the section and organization's objectives. Performance Management at STDC is a continuous process that is divided into three phases, following are details of each phase in the Performance Management Cycle:

- Phase I: Objective Setting
- Phase II : Mid Progress Review
- Phase III: Final Performance Appraisal

Phase 1: Objective & Key Performance Indicators (KPI) setting

Performance Management at STDC will be initiated with the setting of individual performance objectives on objective setting form at the start of the year. The Objectives Setting Exercise focuses on giving each employee an understanding of how his / her work connects to, and serves both the short-term (project-based) and long-term goals of STDC and cascading down the overall STDC strategy. Employees will be required to align their performance objectives with their Department's which in turn will give them better visibility of their contribution to the STDC performance.

Department and individual objectives need to be SMART, i.e.:

- Specific;
- Measurable;
- Achievable;
- Result-oriented; and

- Time bound

Objectives should cover an employee's core responsibilities, and subject to revision as when required. Ideally each individual should have enlisted five to seven objectives which should be clearly documented.

Achievement against performance objectives will be gauged by assessing percentage achieved against each objective, progress will be assessed during the Mid Progress Review and the Final Performance Appraisal.

Phase 2: Mid Progress Review

To evaluate employees' performance in the first three months of the calendar year, a progress review exercise will be conducted from the 1st day of (fourth) 4th Month. The Mid Progress Review will assess performance on progress against objectives set at the start of the appraisal cycle, and will provide an opportunity for developmental feedback and corrective action.

In the Mid Progress Review performance will be evaluated on the following ratings:

- Performance meets the required standards and expectations; employee has the necessary ability to effectively carry out responsibilities of the current position.
- Performance lacks consistency; employee does not meet required standards / expectations in one or more areas & requires additional monitoring and supervision.

The Mid Progress Reviews shall be carried out by the Head of relevant Department on Interim Review Sheets that shall be handed over to HR. This complete activity shall be executed within 4th month.

Phase 3: Final Performance Appraisal

A comprehensive discussion on the performance and achievements of the employee will be conducted during the Final Performance Appraisal; however, Coaching, Counseling and Guidance must be an on-going process for the desired improvement and development.

The Final Performance Appraisal is a guiding tool for the employees and is crucial for performance feedback, future promotions, increments and incentives. In the Performance Appraisal Form, performance will be rated on a point scale:

Employees who get a performance rating of "Improvement needed" in their Performance Appraisal will not qualify for a salary raise, promotion or incentive.

11.5 Performance Evaluation Report (PER)

Based on the Final Performance Appraisal and mid progress review shall be prepared by the head of relevant Department. Performance shall also incorporate the recommendations of the head of relevant department as to the action that should be carried out to improve performance. These actions may include (but not limited to) trainings, mentor ship, promotions, salary raise, incentives, benefits etc.

The performance appraisal forms shall be handed over to the head of HR along with the interim review sheet. Head of HR shall ensure that the performance appraisal is in line with the interim review sheet. Head of HR shall ensure that the evaluation process and guidelines embodied in this manual have been appropriately followed and the recommendations from the head of directorate are unbiased and in line with the evaluations carried out.

Performance Evaluation report shall be sent to the CEO / STDC management for recommendation and approval.

12.1 Purpose

STDC compensation and benefits package is designed to offer competitive salaries which are based on market benchmarks, maintaining internal equity and focusing on short-term compensation, benefits and rewards programs.

12.2 Grades

HR function of STDC shall ensure that each employee shall be designated with a grade in accordance with the worth of his position as defined in this manual.

Grades	Classification	Post
EG - I	Top Management	Chief Executive Officer
EG - II	Head of Department	Senior General Manager / Chief Engineering Officer / Chief Financial Officer / Chief Human Resources Officer
EG - III (A)	Director	General Manager
EG - III (B)	Deputy Director	Executive / Project Manager
EG - III (C)	Assistant Director	Team Lead
EG - IV (A)	Manager	Engineer
EG - IV (B)	Assistant Manager	Officer
EG - V	Trainee Individual Consultant / Temporary Hiring	Trainee / Junior Engineer
SS - I	Officer	Operator (Computer) / Assistant
SS - II	Unskilled workers	Driver / Office Boy / Helper
DW	Daily Wager	Daily Wager

EG = Executive Group, SS = Supporting Staff, DW = Daily Wagers are not included in grades

12.3 Salary Structure

Establishing attractive employee compensation & benefit facilities are one of the key ways an organization is able to attract and retain a pool of talented and quality human resource. It is the policy of STDC to provide competitive market compensation to ensure retention and motivation of staff.

The employee shall be assigned a salary, established according to the job requirements and employee's qualifications. It is not necessary that the employee start from the salary defined in

the initial stage of the respective grade, consequently the start-up salary shall be subject to negotiation by the employee and the job description and salary administration guidelines as provided in this manual.

It shall be ensured that each employee is given the starting salary of the grade level in which his / her position and experience fall. It shall also be ensured that consideration is given to experience and qualification.

The starting salary offered to new candidates by STDC will be dependent on the following factors:

- The particular grade level for which the job offer is being made;
- Relevant experience in the field, qualification and skill set; and
- Budget availability.

Defined below in a tabular form, the salary structure of STDC:

Grades	Salary Structure
EG – I	As per approval by BOD
EG – II	As per Agreed terms and budget availability
EG – III	Negotiation
EG – IV	Negotiation
EG – V	Negotiation
-	Depending case to case (Individual Consultant / Temporary Hiring)
SS – I	Negotiation
SS – II	Negotiation (Minimum Wage)
DW	Negotiation (Minimum Wage)

EG = Executive Group, ST = Supporting Staff, DW = Daily Wagers are not included in grades

12.4 Salary Review and Increment

Salary review shall be carried out at STDC to award merit based salary increments and performance awards to employees based on their performance appraisal rating, inflation and market competitiveness. Following guidelines shall be admissible for the purpose of salary review.

- All employees who join on or before 1st April / 1st October will be included in the bi-annual salary review exercise and will be eligible for increment.
- The annual salary review budget will be calculated through individual salary surveys or participation in salary survey activities by renowned independent agency. The STDC Board / CEO have final authority to approve salary.
- The revised salaries will be effective from 1st of January / 1st of July each year.
- Employees getting promoted will either be placed at the minimum threshold of the next pay scale or given a raise as per their performance rating and market worth.
- Those employees who had worked less than a period of 3 months are not eligible for an bi-annual increment.

- In case of employees who are individual consultant / temporary hired / trainee / intern, they will not be entitled to bi-annual merit increments. Employees are normally informed of this during the recruitment stage.

12.5 Allowances

It is the policy of STDC to provide allowances based on the current market rates to the management of STDC to ensure retention and motivation of staff. The allowances shall be updated and new allowance can be added anytime as per the policies and procedures defined in this manual.

The allowances provided by STDC shall be designed in such a way that it ensure to attract and retain a pool of talented, qualified and committed employees to fulfill the objectives of STDC.

Following is the list of Allowances that shall be admissible for the staff of STDC:

- Travelling Allowance / Daily Allowance (TA / DA) As per Travel Reimbursement Policy in this Manual)
- Fuel Allowance (As per Fuel Reimbursement Policy in this Manual)

12.6 Benefits

It's the policy of STDC to provide equitable and attractive benefits to their staff in addition to their salary for the sole purpose of motivation and retention of STDC staff. The section outlines the benefits given to STDC staff based on the discretion of STDC Management / CEO from the following list of benefits:

- Company Car
- Medical Insurance
- Provident Fund
- Employee Old Age Benefit (EOBI)
- Employee Loans
- Mobile Phone Entitlement
- Advance Salary

i. Company Car

STDC staff of EG – II and above scales shall be entitled for a company car. Make and model shall be decided by the STDC management based on the grade the relevant staff member falls in. furthermore provision of driver shall also be decided by the STDC management at the time of decision regarding the provision of company car.

All company cars shall be registered in the name of STDC and to be returned to STDC at the time of resignation / termination or retirement. Fuel allowance shall be given to staff members based on the vehicle and fuel reimbursement policy defined in this manual.

ii. Medical Insurance

It's the policy of STDC to provide medical insurance to every full time staff member. Entitlements will be communicated in future as per insurance agency agreement. The standard insurance policy shall be approved by the CEO before signing the contract with the insurance agency.

iii. Provident Fund

Purpose of this scheme is to provide long term benefit to employees of STDC in order to ensure their long term career with STDC and to provide security to STDC in case of recovery of dues from employee final settlement at termination. Salient features of Provident Fund scheme are briefly discussed as follows:

STDC will maintain a funded / contributory Provident fund scheme.

- The provident fund is 10% of the basic pay.
- Monthly contribution to the Provident Fund is deducted from the monthly salary of an employee @ 10% of the basic pay and an equivalent amount is contributed by STDC.
- All full-time employees shall be entitled to the Provident Fund scheme from the date of their joining with STDC.
- Provident Fund is governed by its rules which shall be applicable to all members of staff.
- Accumulated balance in the Provident Fund account is given to a separating / retiring employee or to beneficiaries nominated by the employee in case of his / her death.

iv. Employee Old Age Benefit (EOBI)

STDC shall pay EOBI contribution along with the deduction from employee salary to the Employee Old Age Benefit Institution as per the EOBI Act 1976 issued by the Government of Pakistan.

v. Employee Loans

Every STDC staff member after completing six months of service at STDC shall be entitled for a financial loan. The amount of loan shall not exceed the balance amount of employee's Provident fund.

Loan Application shall be prepared by the relevant staff member who shall provide the exact amount of loan required against the reason provided along with relevant supporting documentation (where necessary). He shall then submit the request to Head of HR for review, Head of HR shall submit the loan application to finance department to ensure that the loan amount do not exceed the total balance of relevant employees provident fund. After the approval from finance department, the application shall be submitted to the CEO for approval. Employee shall be responsible to pay back this loan to STDC through monthly salary deductions and no further Loan Applications shall be accepted unless the previous loan has been completely repaid.

Head of HR shall maintain the records regarding the loans provided to the staff members.

vi. Mobile Phone Entitlement

Based on job requirement (subject to approval by CEO depending case to case), employees are entitled to cell phone sets and phone usage allowance provided by the Company. The limits will be recommended by HR in consultation with the HoDs and approved by the CEO.

vii. Advance Salary

An emergency is considered to be an event or circumstance that is unforeseen, and which could not be reasonably anticipated in the normal / routine daily life. Understanding such circumstances, STDC provide advance salary facility to their staff members. Advance salary would process according to Advance Salary Policy.

12.7 Deductions

STDC can and may make deductions from your salary if any of the following circumstances occur:

- Absent from work for one or more days for personal reasons other than sickness, pay may be deducted for those full days missed;
- If staff member is suspended for violating STDC policies including, but not limited to, those on non-discrimination, harassment, conduct, drugs and alcohol, pay may be deducted for each full day during the duration of the suspension;
- On the termination of employment with STDC and have a balance of outstanding personal expenses;
- An advance receive from STDC is not repaid as the terms of the advance;
- STDC has incurred expenses and suffered loss as a result of an employee's behavior;
- Employee has authorized STDC to make deduction for an expense(s);
- Deduction required as per the applicable Government Regulations;
- Any other deduction that Head of HR, Admin, Finance & IT or any concern departmental head may deem necessary for deduction from employees payrolls.

12.8 Bonus Rewards

In addition to the salary, STDC employees can enjoy performance bonus which are given at the discretion of the management.

The bonus scheme will be designed by HR and approved by the CEO / STDC top management when required. The scheme will define the performance criteria for bonus, value of bonus, its relation to individual performance rating and the eligibility.

13.1 Purpose

Purpose of formulating this policy is to provide guidelines to all employees regarding the 'Advance Salary'. Adherence to this policy will improve the efficiency of our payroll process. As with all policies, the Company reserves the right to amend this policy at any time and from time to time. When such amendments take place, employees shall be notified accordingly by HR. The underlying principles on which this policy is based are business needs and efficiency.

13.2 Applicability

For all full-time and part-time staff, "Advance Salary" form shall be obtained from HR department which shall be completed by the respective employee along with the approval from supervisor / line manager / department heads and from CEO (for direct reports only). Temporary staff / individual consultant / trainee / intern is not entitled to advance salary.

13.3 Requests

Advance salary shall not be given to any employee before 3rd and after 24th of the respective month. The requests for advance salary shall be duly signed and submitted to HR before 3:00 PM to be approved and transferred to their bank accounts.

In case the payroll is processed earlier than usual date; the above mentioned dates will be changed accordingly.

13.4 Processing Days

Advance salary shall only be processed from Monday to Friday.

13.5 Ceiling & Floor

Maximum advance amount shall not be more than 50% of the current salary. There is no minimum advance amount.

13.6 Frequency

Advance salary will only be furnished for 4 times per fiscal year.

13.7 Pay Back

Approved advance salary amount shall be deducted from the employee's salary in the respective month.

14.1 Purpose

The purpose of this policy is to provide details of the types of leaves offered to STDC employees. STDC believes that leave management is an important element which contributes towards achieving work life balance.

14.2 Details of leave

i. Casual Leave

Employees are entitled to avail 12 working days paid casual leaves a year to allow reasonable time off to attend to urgent matters.

ii. Sick Leave

Employees are entitled to avail 18 working days paid sick leave a year. Sick leave taken for three consecutive working days or more will require a medical certificate. In case the employee fails to provide a medical certificate, sick leave application will not be processed and the leaves will be treated as unpaid leave.

iii. Half Day

Working of 4 hours or less in a day is considered a half-day leave

iv. Maternity Leave

Female employees are entitled to get paid Maternity leave of 12 weeks (total 84 Calendar days), ideally 6 weeks before and 6 weeks after the date of the delivery.

v. Study / Examination Leave

STDC encourage employee development, and for this purpose STDC can give study / examination leaves to individuals for advance their existing skills. Employee can request study leave on written application intending for specified number of days from when to start and when to stop, CEO have discretion to grant leave for said period with or without pay. After approval from CEO, employee can submit their application to HR Department for further process. HR Department may demand employee to submit examination / viva schedule or time sheet for perusal.

vi. Special Leave

- Under certain circumstances, subject to approval by CEO. CEO may allow any employee for special leaves with pay.
- A female employee shall, on the death of her husband, be granted special leave when applied for on full pay, for a period not exceeding 130 days, which shall not be debited to her leave account.

14.3 Sandwich leave rule

In simple words sandwich leaves refers to the leave policy where leaves are treated as continuous.

Illustration 1

If an employee has taken leave on Friday and Monday and in between there is two weekly offs i.e., Saturday and Sunday, then these 2 days coming in between Friday and Monday will also be counted as leaves and total leaves will be 4. So in a nutshell, any weekly offs, Holidays falling in between casual leave or sick leave or any other leave are sandwiched and to be counted as leaves in sandwich leave policy.

Illustration 2

If an employee has taken leaves from Monday to Friday and resume his duties on next Monday morning where Saturday and Sunday are weekly offs, his leaves will be counted as 5 days

(Monday till Friday) as per sandwich leave policy. Here in this case weekly offs doesn't come in between the leaves and employee has joined on Monday so only 5 days leave will be counted, in same case if the same employee has taken leave on next Monday as well and have joined his duties on Tuesday then in that case total 8 leaves will be counted as per sandwich leave policy.

14.4 Leave without pay

Absence without application and absence without approval will be treating as leave without pay. Pay will be withheld for number of days an employee will be absent. It is a serious offence from employee side as this might leads to disciplinary action which leads to termination of employment contract, so it is not recommended.

Leave without pay under special circumstances or where the employee has utilized all the available leave, may be given at the discretion of the CEO / STDC management.

14.5 Flexible working hours

Flexible working hours may be allowed to employees, on the CEO's approval, as a special consideration for circumstances requiring such flexibility.

14.6 Absence

Employees who cannot attend office for any reason are required to notify their supervisors.

Employees should submit a Leave Application Form upon return to work to HR Department, signed by their supervisor.

Absence not approved or without justifiable reasons will be considered unauthorized absence for which disciplinary action may be considered.

15.1 Purpose

The objective of having a clearly laid down vehicle and fuel policy is to minimize the program expenditure incurred on travel and to have an effective system in place so as to prevent misuse of funds and official transport.

15.2 Transport Management Entitlement

- **Company Maintained Car:** EG – II and above are entitled to company maintained car.
- **Driver:** CEO of STDC is entitled to get facility of a driver. However grades EG – II and above can also get this facility depends on STDC management.
- **Fuel and maintenance:** It is the policy of STDC to provide fuel and maintenance to staff members who have been provided with the company car, the upper limit of the fuel shall be defined by the STDC Board based on the level of grade the relevant staff member falls in.
- **Vehicle allowance:** Not all employees can avail vehicle allowance however employees in grades of Managers and above are entitled to a car allowance depending on nature of job requirement and approval by CEO.

16.1 Purpose

It is the policy of STDC to provide TA / DA to staff travelling and staying in any other city other than the city in which the relevant staff member is deputed to ensure coverage of travelling and staying expense of the relevant staff member.

TA / DA shall only be paid if the purpose of travelling and staying is of official nature and the travelling and stay has been approved by the head of the relevant department. The payment rate regarding TA / DA is as follows:

- Travelling Allowance shall be reimbursed to the staff members based on actual expense. Actual travelling receipts shall be required as proof for the payment of travelling expense. The hotel expense shall be paid by STDC on actual basis (Entitlements as per the Grade is defined in the tables below)

16.2 Travel Entitlements

Entitlement for HoDs

Mode of Travel (Air)	Economy Class*
----------------------	----------------

Accommodation	Hotel
---------------	-------

Meals and incidentals	On actual
-----------------------	-----------

Official Travel within city of visit	Rent a car
--------------------------------------	------------

**CEO is entitled to Business Class*

Entitlement for Managers

Mode of Travel (Air)	Economy Class
----------------------	---------------

Accommodation	Hotel
---------------	-------

Meals and incidentals	On actual
-----------------------	-----------

Official Travel within city of visit	Rent a car
--------------------------------------	------------

Entitlement for Assistant Managers and below

Mode of Travel (Air)	Economy Class
----------------------	---------------

Accommodation	Guest House
---------------	-------------

Meals and incidentals	On actual
-----------------------	-----------

Official Travel within city of visit	Taxi
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Any official travel outside of the city of work, requires approval of the Functional Head / Line Manager and / or Finance Department for processing.

In case of non-availability of air ticket as per entitlement of a particular grade, a class upgrade can be approved by the CEO upon documenting the need.

- In cases, where employee make their own arrangement for accommodation, they will receive an allowance for each night of stay as per the grade entitlement
- Reimbursement for Airport / Bus Stand / Train Station 'pick and drop' will be provided to Department Head(s) / Individual Consultant(s) / any concern person related to business on approval of CEO.

17.1 Grievance Handling Purpose

STDC is committed to maintaining and enhancing fair, equitable and safe work practices. Grievance is defined as a complaint against an unjust or unfair act or circumstance that may be real or perceived.

As a company policy, STDC is committed to ensuring fair treatment of all employees when dealing with their grievances with a view to addressing problems in the best possible manner. The Grievance Procedure for employees aims to ensure that work-related grievances are addressed in a timely and confidential manner at the lowest appropriate management level, in order to prevent minor problems or grievances from escalating.

17.2 Grievance Handling Policy

STDC's policy is that employees should:

- Be provided a fair treatment on their grievances by the management of the company;
- Be given a fair hearing concerning any grievances;
- Have the right to channel their grievances to the HR Head and the Chief Executive

The aim of this policy is to establish a proper channel for employees to voice / register their grievances and to settle grievances. The grievances will generally be handled by the HR and Functional Head. Employee grievances may include but are not limited to unfair and partial treatment of employees, harassment including sexual harassment. Regardless of the issues and / or individuals involved, no one shall suffer retaliation for involvement in employee grievances. All grievances shall be handled independently and treated in strictest confidence. Grievances which are made anonymously shall not be handled.

18.1 Purpose

STDC encourage open and candid two-way communications between employees at all levels. It believes that effective communication helps build mutual understanding and trust, and contributes to a constructive and cheerful working environment, high performance and organizational success.

18.2 Communication Policy

- All employees are required to support the communication initiatives implemented by STDC.
- All employees have rights and obligations to express their views to their superiors about STDC activities and vice versa.
- Views raised by employees should be well respected, listened and considered carefully.
- Questions raised by employees should be attended to by the management in an effective and efficient manner and be treated in strict confidence.
- There should not be any prejudice against individuals due to differences in opinions.
- Employees should be well informed of the development and major events of STDC, in particular those that may have an impact on their jobs and / or welfare.
- Suggestions regarding improvement of communication and staff relations in STDC are most welcome.

18.3 External Communication

Any external communication with individual or organization and / or News media contacts is to be managed by individuals designated by the CEO.

18.4 Management's Role

The management (employees at managerial level and above) of all divisions / departments are responsible for understanding their staff's concerns at work, sharing information and encouraging suggestions. The management should treat communication as equally important to other business priority. The management should treat matters raised by employees in a balanced and fair manner and in strict confidence.

18.5 Employees' Role

Employees are encouraged to discuss their views of STDC with their immediate supervisors, Head of Divisions / Department, the Human Resources Department and / or Chief Executive. Employees are responsible to clarify with the management issues which may hamper employee relations and de-motivate the staff morale. Employee should actively communicate their views, express their opinions, and raise their concerns verbally or in writing through the following communication channels as appropriate:

- Staff briefing sessions;
- Private interview with superiors or Human Resources Personnel;
- Training and development activities; and
- Lunches, dinners or other company social functions.

19.1 Personnel data management

Employees should inform the Human Resources Department of any change in their personal data. They should complete and submit a change in personal data form with copies of supporting documents, if any, to the Human Resources Department. Timeliness of submission of the form is important as it may affect the payroll arrangement and / or benefit entitlements of the employees and their dependents.

All data provided by employees before and during their employment of STDC are recorded in personal files kept at the Human Resources Department. These files are strictly confidential and access is restricted to the employees themselves, employees' Heads of Divisions / Departments their designated officers, and the employees' potential Heads of Divisions / Department if they are being considered for a transfer.

20.1 Introduction

This document contains the STDC policy to provide guidelines with regards to employee attendance at work and a procedure for informing the Company should an employee is unable to report for work. As with all policies, the Company reserves the right to amend this policy at any time and from time to time. When such amendments take place, employees shall be notified accordingly by HR. The underlying principles on which this policy is based are business needs and efficiency.

A policy document can never cover all possible contingencies / situations. Therefore, if an employee has a specific situation which is not addressed through this policy, they should under no circumstances whatsoever assume they can address the situation without the intervention of at the very minimum, the Head of HR or CEO. No manager, irrespective of designation / seniority is permitted to do so.

20.2 Purpose

The primary objectives are to establish an attendance culture and efficient management of our human resources within the STDC, which sets:

- Clear attendance expectations
- Recognizes good attendance
- Pay attention to absences &
- Deals firmly with irregular attendance

20.3 Scope

This policy applies to all contractual full-time, contractual part-time, individual consultants, temporary hired, ad hoc hired employees and any persons contracted by STDC.

Hours of Work

20.4 Official Working Hours

The office hours of STDC are Monday to Friday, from 9:00 a.m. to 6:00 p.m. with lunch and prayer break from 1:00 p.m. to 2:00 p.m. On Fridays the lunch and prayer break is from 1:00 p.m. to 2:30 p.m.

20.5 Public Holidays

Employees are entitled to paid public holidays, including statutory holidays, as declared by the Government of Sindh and Government of Pakistan.

20.6 Working on holidays and late hours

There is no compensatory leave for working late hours or on holidays. However, Employees are provided meal allowance if working on off-days or working late hours. (Late hours as decided by management)

20.7 Observations and Limitations

- Shift employees will work the shift schedules established by their respective Departments.
- Employees can be transferred from a non-shift working schedule to a shift work schedule, or vice versa, depending on the operational needs of STDC.
- Lunch & prayer's break during Monday to Thursday is one hour and one & half hours on Friday.
- Breaks will not be accounted for as working hours. Breaks may be used for rest periods or for taking meals. The breaks will be scheduled by the Supervisor on the basis of department workload requirements.
- Employees may be required to work overtime because of operational exigencies.

20.8 Procedures

- Employees are required to mark their Attendance in Time Management register manually, available at HR office
- The Attendance Sheets for the individual, duly reviewed and signed by the concerned Supervisor / Manager / Head, must be submitted to the HR Department by the 20th or at the latest by the 22nd of the following month, along with the supporting Sick and Casual Leave Application forms pertaining to employee absences during that month.
- Employees are responsible to take extra care of their company ID card and any damage / loss of card should be reported immediately in writing to HR Department with proper reasoning, the replacement card shall be provided by the company @ Rs.200/-
- If shift employees are permitted 'exchange duties' or any other similar flexibilities in scheduled duties, these should be made only with the prior written permission of the his immediate supervisor; employees doing so must ensure that it is in compliance with applicable rules for their respective departments.
- Department Manager should ensure that employees are appropriately communicated the rules and procedures for exchange of duties in the department.
- The Department Head must ensure that the attendance records are maintained in accordance with policy guidelines herein.

20.9 Half Days

Employees reporting to work after 3rd hour of their duty start time will be considered to have been absent for half the day. Those employees who failed to report on work until 5th hour of their duty start time or half-time of their daily work hours will be marked absent for the entire day.

20.10 Late Arrivals

Employees are reminded of the importance of punctuality at work. This is particularly important in a time-sensitive business such as ours. Remember that time lost might mean dissatisfied customers, and eventually cost to the Company. It also unfairly places a burden on

colleagues when employees are late.

- A 15 minute grace period is allowed to accommodate an occasional delay in reporting to work.
- In cases of persistent late arrivals, Functional Head will ensure that the concerned employees are counseled to become punctual and regular.
- If the employee's tardiness continues, the functional head will proceed according to the guidelines in policy for employee discipline to correct this behavior.

20.11 Absence

- Employees shall be required to call their Immediate Supervisor / Head directly within the first 2 hours of the start of their work hours, when on medical leave or emergency leave. Information through a colleague shall not be acceptable.
- Absenteeism should not be treated as leave; as leave means absence with permission obtained by an employee from employer. Absenteeism is defined as habitual, which suggests a pattern and that the absence is avoidable.
- A habitual absentee should not be allowed to resume work upon his return without meeting his line Manager and provide an explanation of his absence.
- In cases of absence of employee without information or leave application, the Department Head shall be required to inform immediately to HR Department for salary deduction purposes.
- A temporary hired employee who is absent from work will also have his gross salary deducted in the month subsequent to the month of occurrence for each day that he / she is absent.
- Habitual Late arrival and / or AWOL (Absence without Official Leave) is an infringement of STDC rules and policies and is subject to disciplinary action.

20.12 Submission of Leave Application

- The Department Head will be responsible for ensuring that all employees, on resuming work after an absence submits an approved Leave Application Form to the HR Department.
- In case if an employee fails to submit leave application duly approved by his / her Department Head after resuming duties the entire amount of his / her absence shall be deducted from his / her monthly salary without any intimation.

20.13 Unpaid leave

- Leave applications in the following instances should be forwarded to HR Department as soon as possible, to ensure that appropriate payroll deductions are made.
- Trainee / Intern / Temporary employees are not entitled to avail 'Leave' benefits unless got permission from CEO.
- Other leave applications or absences to be treated as unpaid e.g. absence without leave.
- In cases of persistent absences without leave, Department Head will ensure that the concerned employees are counseled to become regular.

21.1 Purpose

Unsatisfactory job performance, misconduct, habitual lateness, absenteeism, failure to comply with STDC's policies and procedures or any other breaches of employer / employee relationship may result in disciplinary action.

STDC's policy is that disciplinary action against employees should:

- be undertaken only in cases where good reason and clear evidence exist;
- be appropriate to the nature of the offence;
- be demonstrably fair and consistent with previous action in similar circumstances;
- take place only when employees are aware of the standards that are expected of them or the rules with which they are required to conform;
- allow employees the right to answer charges against them; and
- allow employees the right to appeal against any disciplinary action.

21.2 Suspension of Employment

STDC may suspend an employee from work for a period not exceeding 14 days for investigation of any serious offence that could lead to termination of employment. However, where the investigation is of a criminal nature and proper criminal proceedings cannot be concluded within 14 days, the suspension may be extended till the conclusion of the criminal proceedings.

21.3 Dismissal / Termination of Employment

An employee will be dismissed after verbal and written warnings have been given and if no improvement is made. The human Resources Department will confirm the termination of employment.

21.4 Appeal

An employee may appeal against suspension, dismissal with notice or summary dismissal to the Head of Human Resources Department within seven days after disciplinary action is taken. The meeting to hear the appeal should be attended by a member of the management who is more senior to the one who initiated the disciplinary action, the employee making the appeal and a colleague of his own choice if he so wishes.

No disciplinary action will be taken until the outcome of the appeal is known. Subsequent meeting(s) with the parties concerned will be held until a decision is reached. The management will deliver the decision to the employee and confirm it in writing. This represents the final decision of STDC.

21.5 Disciplinary Policy

At STDC breach of disciplinary code is classified into following categories:

- i. Negligence includes the following behaviors on part of executives:
 - Poor performance
 - Absenteeism, lack of interests in work etc.
- ii. Misconduct includes the following behaviors on part of executives:
 - Theft, fraud or dishonesty in connection with the activities or property of STDC or with the property of any person within the premises of STDC;
 - Taking or giving bribes or any illegal gratification;
 - Willful insubordination or disobedience, of any lawful orders of a superior;
 - Absence without leave or over-staying beyond the sanctioned leave;
 - Damaging any property of STDC;
 - Habitual late coming or irregular attendance;
 - Riotous or disorderly or indecent behavior whether within the premises of STDC or outside such premises where such behavior is related to or connected with his / her employment;
 - Making representation or sending grievances, objections, etc; to the members of the management except through the proper channel;
 - Striking work either singly or along with others in contravention of the Service or the Employee Relations Policies and Procedures for the time being in force or inciting or forcing any employee of STDC to strike work;
 - Refusal to put in additional hours of work as and when required by the management;
 - Refusal to accept any transfer from one place to another anywhere in Pakistan and / or from one Department to another and / or from one business unit to another.
 - Not taking reasonable precaution to safeguard STDC property to prevent accident or damage to it;
 - Organizing, holding or conducting any meeting except those connected with the work of STDC within STDC premises without the previous sanction in writing of the management;
 - Unauthorized collection or attempt to collect records or documents of STDC;
 - Interfering with, tampering, altering, or fabricating records of STDC;
 - Threatening, intimidating or manhandling any employee within the premises of STDC or elsewhere if it is related to the work of STDC;
 - Abetting or attempting to abet any act which amounts to misconduct.

21.6 Disciplinary procedures

Disciplinary procedure adopted at STDC consists of five steps segregated into two levels i.e. Informal and Formal;

21.7 Level 1: Informal Procedures

Step 1 – Informal Discussion / Counseling:

The management of STDC recognizes that the majority of its staff member sincerely wants to do what is required of them and follow the policies and procedures. An unsatisfactory conduct

or performance may, in the first instance, be subject of informal discussions, counseling and offering every opportunity to improve performance or conduct. Where the immediate supervisor considers that action should be taken to encourage an executive to improve his conduct or performance, a counseling session with the head of relevant department may be held.

This session is used to bring the employee's attention to the aspects in which it is thought that performance or conduct is unsatisfactory (for example, an issue of time keeping) and to ascertain whether the employee recognizes that there is a problem.

Step 2 – Verbal Warning:

A verbal warning is likely to be appropriate when there is a first breach of rule(s), and the breach is of a minor nature. The Verbal warning is an important step in the disciplinary process, because it is at this point that cause for further action may be prevented or - if cause persists - provides the foundation for further action(s).

21.8 Level II – Formal Procedures:

The formal procedure may follow a pattern of written warnings where previous informal disciplinary action has not resulted in improvements of either performance or behavior. In case, if a single act of misconduct may be of a sufficiently serious nature to be addressed and an investigation is required to determine the cause of the event then step 1 & 2 shall be ignored.

Step 1 - First Written Warning:

First written warning is likely to be appropriate when there is:

- A continued, or a repeated, breach of a rule(s) as mentioned in STDC Disciplinary Code, or
- A first breach of a rule or misconduct which, when assessed, is of sufficient gravity to warrant a penalty higher than a verbal warning.
- A written warning may or may not be preceded by a verbal warning depending on the seriousness of the inappropriate behavior or if one or more verbal warnings have been ineffective in correcting conduct or behavior.

Warning letter shall be formed by the head of HR and approved by the CEO / board of directors. Copy of warning letter shall be recorded in the employees personnel file while the original shall be handed over to the relevant employee.

Step 2 - Second (Final) Written Warning:

If same offence is occurred again or performance / conduct fails to improve written warning shall be given final written warning (disciplinary letter) by the HR. The second written warning gives details of the offence and of the required a satisfactory answer by employee, unsatisfactory reply would leads to formation of a formal disciplinary interview headed by head of HR and concern department representative. Copy of letter shall be placed in the personal file held in the HR while the original shall be handed over to the employee.

Step 3 –Investigation & Suspension and Enquiry

A. Suspension

- Where there are allegations of Criminal practices or Gross Misconduct, the employee shall be suspended as soon as it is determined that there is a case of Criminal practices or Gross misconduct. Suspension does not in itself constitute a disciplinary act, but allows for a fair

investigation to take place. The order of suspension is communicated in writing to the employee.

- An executive under suspension will not be paid and the maximum period of this suspension is 1 month. However, where the investigation is of a criminal nature and proper criminal proceedings cannot be concluded within 1 month, the suspension may be extended till the conclusion of the criminal proceedings.
- When an executive who has been suspended is reinstated and found not guilty, he is considered on duty during the period of suspension and is entitled to the Compensation and Benefits as he would have received if he had not been suspended.

B. Investigation

- It is the responsibility of the head of relevant department to inform HR in cases of misconduct and provide complete information of the incident as soon as the actual incident occurs.
- A formal enquiry is conducted prior to any disciplinary action is taken by representative of concern department or head of relevant department and the head of HR. letter of explanation shall be submitted by the disciplinary committee.
- The employee shall have the right to object to the constitution of disciplinary committee where he feels that any member of the committee is prejudice or bias to the rights of the employee or may not be able to discharge his / her duties, as required under the circumstances, in an honest, transparent, just and competent manner.
- The enquiry committee shall have the power to call any staff member for statement, evidence, information, as witness or otherwise.
- The employee shall be given an opportunity of being heard. In this regard a show cause / hearing notice shall be issued to the employee mentioning therein the date, time and venue of the hearing. The enquiry committee shall record the statement of the employee which will be signed by the employee.
- At the end of the enquiry, the disciplinary committee / enquiry officer shall submit its findings, in the form of report and recommend the action to be carried out.
- Head of HR shall ensure that the process followed in the disciplinary action is appropriate and in line with the policies and procedures of STDC.
- The report shall be referred to CEO / STDC top management / board of directors for approval.

21.9 Disciplinary Action

The disciplinary committee / HR department may decide to carry out the following disciplinary action based on the severity of misconduct:

- i. A written warning (all warning letters must be routed to HR);
- ii. A show-cause / explanation notice;
- iii. Withholding (for a specific period) of promotion or increment;
- iv. Recover from pay of the whole or any part of any pecuniary loss caused to the organization by negligence or breach of orders;

- v. Suspension for a period not exceeding thirty (30) days;
- vi. Demotion (reduction to a lower level / grade / pay);
- vii. Termination from services.

22.1 Purpose

It is the policy of STDC to ensure that employee terminations, including voluntary and involuntary terminations and terminations due to the death of an employee, are handled in a professional manner with minimal disruption to ongoing work functions.

22.2 Voluntary Terminations

A voluntary termination of employment occurs when an employee himself / herself or through any other source informs his or her supervisor about resignation or when an employee is absent from work for ten consecutive workdays and fails to contact his or her supervisor.

22.3 Procedures

A contract of employment may be terminated by either party giving notice in writing or payment on lieu of as specified in the contract of employment. Unless otherwise specified in the contract of employment. As a general rule, employees are requested to provide a minimum of one month' notice period of their intention to separate from the company to allow a reasonable amount of time to transfer ongoing workloads. The employee should provide a written resignation letter or notification to his or her supervisor.

Upon receipt of an employee's resignation, the supervisor will notify the human resource (HR) department by sending a copy of the resignation letter or notification to HR and any other pertinent information (e.g., employee's reason for leaving, last day of work).

The HR representative will coordinate the employee's out-processing.

22.4 Resignation

An employee may submit resignation and upon approval of resignation will serve the notice period specified in contract of employment. Such notice period may be waived by the CEO.

Employees are not allowed to use outstanding leaves in lieu of notice period without approval of their Heads of Department / CEO. Similarly, maternity leave cannot be used as notice for employee's separation.

22.5 Involuntary Terminations

An involuntary termination of employment is a management-initiated dismissal. The inability of an employee to perform the essential functions of his or her job with or without a reasonable accommodation may also result in an involuntary termination. An employee may also be discharged for any legal reason, e.g., misconduct, tardiness, absenteeism, unsatisfactory performance or inability to perform. In some cases progressive discipline may be used, prior to termination, to correct a performance problem. However, certain types of employee misconduct are so severe that one incident of misconduct will result in immediate dismissal without prior use of progressive discipline.

22.6 Procedures

Before any action is taken to discharge an employee, the employee's supervisor must request a review by the enquiry committee, which consists of the enquiry officer, the head of HR and the

employee's department head. Enquiry committee may change according to situation giving employee a fair trial before termination.

The enquiry officer will be responsible for reviewing the situation and determining if discharge is warranted. If the enquiry officer recommends discharge, the employee's manager and an HR representative will notify the employee. The employee's supervisor notifies / e-mails HR department to confirm the last day worked by the employee.

22.7 Death of an Employee

A termination due to the death of an employee will be made effective as of the date of death.

22.8 Procedures

Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify the HR Department. The head of HR Department will process all appropriate beneficiary payments from the various benefits plans.

22.9 Final Pay

An employee who resigns or is discharged will be paid through the last day of work, less outstanding loans, advances or other agreements the employee may have with the company. In cases of an employee's death, the final pay due to that employee will be paid to the deceased employee's estate. Clearance from all departments will require, after clearance from all departments HR Department will generate final settlement to Accounts / Finance Department. This process will follow for all employees including resigned or terminated. In case of death, clearance form will initiate by concern department head so that final settlement generate. After clearance, Accounts / Finance Department disburse legal dues to concern employee.

22.10 Withdrawal of Resignation

Withdrawal of resignation must be made in writing by employees and approved by their Heads of Department. A copy of the approved withdrawal should be sent immediately to the Human Resources Department.

22.11 Return of Company Property

Upon leaving the service with STDC, the employee must handover to his Head of Department or HR Department all accounts, contacts, data, records and documents, whether in paper, tape, diskette or electronic forms related to his job and also return all company property on his last working day. STDC reserves the right to deduct from the resigned employee's final payment an amount equivalent to the value of any property which is not returned or is damaged and any amount due to STDC.

22.12 Exit Interview

The exit interview provides employees with the opportunity to freely express views about working at STDC, and the employee's comments during the exit interview will be kept confidential. HR will compile data from exit interviews to determine if feedback to the head of the employee's department or other members of management is necessary. Exit interview may be conducted by HR Department where required.

23.1 Purpose

Sexual and other unlawful harassment is a violation of STDC Code of Conduct, as well as provincial and federal laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, or other characteristic protected by provincial or federal law, is prohibited.

23.2 Policy

It is STDC's policy to provide a work environment free of sexual and other harassment. To that end, harassment of STDC's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. STDC will take all steps necessary to prevent and eliminate unlawful harassment.

23.3 Definitions

Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, or other characteristic protected by provincial or federal law.

Sexual Harassment. "Sexual harassment" is generally defined under both provincial and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; or

Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the

conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at STDC.

23.4 Complaint Procedure

Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may, but are not required to, complain first to the person you feel is discriminating against or harassing you. You may complain directly to your immediate supervisor or department head, the HR department, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, STDC will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

23.5 Non-Discrimination policy

Notwithstanding the applicable laws of Islamic Republic of Pakistan, the STDC aims to provide equal employment opportunities to qualified individuals regardless of race, color, ethnicity, caste, gender, nationality, origin, ancestry, religion, age, disability or marital status.

Any discrimination against any employee at any level shall be reported to the head of HR, and the HR function shall ensure that complete complaint redress procedure shall be followed leading to disciplinary action.

24.1 Conflicts of Interest

STDC expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal and local

laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. STDC recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a supervisor / head of the department / HR Department for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Simultaneous employment by another firm that is a competitor of or supplier to STDC.
- Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
- Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases.
- Borrowing money from customers or firms, from which our company buys services, materials, equipment, or supplies.
- Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
- Participating in civic or professional organization activities in a manner that divulges confidential company information.
- Misusing privileged information or revealing confidential data to outsiders.
- Using one's position in the company or knowledge of its affairs for personal gains.
- Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.
- Accepting substantial gifts or excessive entertainment from an outside organization or agency.

24.2 Gifts and Entertainment

It is the policy of STDC that gifts are not to be accepted from any person or organizations, related to STDC. Employees of STDC shall ensure that they shall not accept any gifts offered to them and / or they shall not demand or request any gifts from any stake holder of STDC or outsiders.

Exception to this policy is in cases where refusal of a gift would be regarded as an affront or it would be impractical or impossible to return the gift then in certain cases it can be accepted provided the gift is:

- Not in the form of cash,
- Clearly not in return for any consideration or in the anticipation of the same.
- The value of gift is not material.

An employee or any other person must report to the head of HR / CEO / member of board of director for a ruling on acceptance of gift which must be in written. Appropriate disciplinary

actions shall be taken in case of negligence in complying with the above policy.

An employee may accept gifts offered in special circumstances; provided that the value of such gift in each case does not exceed rupees one thousand (PKR-1000/-).

24.3 Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of STDC. Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

25.1 Purpose

Purpose of formulating this policy is to provide guidelines to all employees regarding hosting, escorting, and allowing visitors' access to the office premises of STDC. Adherence to this policy will lead to a safer, more professional, & disruption free environment.

As with all policies, the Company reserves the right to amend this policy at any time and from time to time. When such amendments take place, employees shall be notified accordingly by HR Department. The underlying principles on which this policy is based are business needs and efficiency.

25.2 Definition

Visitors in the work place are defined as individuals who are not the employees of the organization at the time of visit. It includes; ex-employees, children, spouses, relatives, and friends of the employees.

25.3 Guidelines

- Visitors' details shall be logged on to the company's visitor's book.
- Visitors shall not be allowed without the Visitor's badge.
- Visitors shall be escorted by either an office boy or employee him / herself
- Visitors shall only be allowed in the designated areas which include reception & conference room. This includes Ex-employees as well
- Employees with their own rooms are allowed to invite their visitors in their respective rooms.

In-House Rules

- Being punctual is very important. It shows that you respect the time of your colleagues and in turn it will compel them to respect your time too. The popular saying that would fit in this situation is that 'Time and tide wait for no one'. Lead by an example and everything else will fall into place.
- We have a predefined dress code that has to be followed very strictly. Remember that office is not a party place and you will have to dress in a way that commands respect both from your colleagues and clients.

Females are required to avoid heavy / gaudy jewelry. Payal / Noise making anklets are strictly prohibited.

Males are not permitted to wear Shalwar Kameez under any circumstances. Slippers should only be kept in the ablution / wuzu area and employees are required to change their shoes for prayers and in that area only.

- Male employees should have properly trimmed hair. In case of long hair, they should be tied neatly.
- Switch off or put your mobile / cell phones in silent mode while in a conference call, business meeting or corporate presentation. In case it is an urgent call which you need to take excuse yourself and take permission from the others for taking the call.
- Standard mobile ring tones are allowed. Please bear in mind that songs should not be set as ring tones.
- Eating is strictly prohibited on your desk. Only cookies, crisps, and tea / coffee / soft drinks may be permissible. We have a designated area for lunch and other refreshments.
- Supari, Paan, Chewing tobacco / mawa / gutka is unacceptable in the office premises.
- Abusive language will not be tolerated in any circumstances.
- Cluttered desks after office hours are inadmissible. You are required to clear your desks before leaving the office premises.
- You should not hover around while waiting for a co-worker to get off the phone. Leave a note for them to call you or return later.
- If there is conflict, do not get personal in your remarks.
- You should refrain from Religious and Political talks in the office premises.
- Visitors are absolutely not allowed without the Visitor's badge.
- Visitors should be restricted to reception and conference room. Only employees have rooms are allowed to have visitors in their rooms.

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CODE OF CONDUCT

1. PREAMBLE

This Code of Business Conduct and Ethics applies to all employees and officers of STDC (including subsidiaries and affiliates of STDC as well), which are referred to in this Code as Company or the Company.

2. FUNDAMENTAL PRINCIPLES

a. Selflessness:

Employees should perform their duties in the best interest of the company. They should not take decisions to gain financial or other material benefit or advantage for themselves.

b. Objectivity:

In carrying out the STDC's business, the employees should take decisions on merit alone. Whilst they may be strongly influenced by the views of others, it is their personal responsibility to decide what view to take on any question after full consideration of the issues.

c. Avoidance of Conflict of interest:

The employees should not allow bias or conflict of interest to override their personal judgment. If an employee has a personal and prejudicial interest, they must declare the same.

d. Openness:

Employees should be as open as possible about the reasons for their decisions and actions during meetings of STDC. They should restrict information only when confidentiality clearly so demands, and make it known that they have done so.

e. Accountability:

Employees are accountable for their decisions and actions and should be prepared to submit themselves to appropriate scrutiny.

f. Honesty:

Employees should be straightforward and honest in all their business relationships. They should never otherwise seek information for their personal gain. They should always take appropriate steps to resolve any conflicts that may arise, in a way that protects the reputation of the STDC.

Employees should not place themselves under any financial or other obligation to other individuals or organizations that might influence them in the performance of their duties as employee(s). Employees should not accept any gifts or hospitality that might appear to be calculated to influence their judgments.

g. Due care:

Employees have a duty to use due care and diligence in fulfilling their duties as a responsible employee.

h. Confidentiality:

Employees are expected to treat the information as confidential which they learn from their participation in working with different projects / teams and meetings. Confidential information (confidential information means the information not otherwise available in public domain) received by the STDC management / employees in the course of the exercise of their duties remains the property of STDC and relevant counter parties and it is improper to disclose it, or allow it to be disclosed, unless that disclosure has been authorized by the STDC Board, or is required by law.

i. Mutual Respect:

Employees should understand and respect the conflicting viewpoints and ideas of other members. Employees are expected to endeavor to provide an environment of mutual respect, impartiality and collaboration.

j. Efficiency/Responsiveness:

Employees are expected to perform their responsibilities and assigned tasks in an effective, efficient and timely manner.

k. Open & honest Communication:

Employees should be open and honest about their communications. They should express their views in clear and concise manner and listen to others.

l. Compliance:

Compliance includes compliance with the requirement of Bye laws made by regulatory bodies. Employees should also comply with the protocols contained in the HR Policies Manual.

m. Protecting company's reputation:

The employees should avoid the possibility of any damage to the company's reputation as a consequence of an employee being subject to any legal, regulatory or disciplinary action or any other adverse publicity that may cause embarrassment to the company.

On becoming aware of any issue that may give rise to legal, regulatory or disciplinary action, the employee should immediately advise the same to the CEO / STDC Board / HR Department and decide future course of action in consultation with the CEO / STDC Board / HR Department.

n. Views contrary to the company's established policy:

Employees in their personal activities should not associate the company with any views that are not established policy of the STDC.

o. Undermining company's positions:

Employees should not, either overtly or covertly, undermine any position or views of the company, whether for personal gains or otherwise.

p. Interference in company's affairs:

Employees should not interfere in the day to day administration and operations of the company, unless assigned any specific role by the CEO / STDC Board or the position held by employee requires such involvement.

All employees must take steps to ensure that they understand their duties, rights and responsibilities

to enable them to follow the principles set out above. The purpose of these principles is to avoid any danger of employees being influenced, or appearing to be influenced, by their private interests in the exercise of their duties.

3. CONFLICT OF INTEREST

a. General principle

The employees must not allow personal interests to conflict with the interests of the company.

b. Declaration of material interest

The Chief Executive Officer shall obtain from every employee, Declaration of Material Interest in writing, immediately:

- (i) After being elected / selected or nominated; and
- (ii) When a change in the declaration is required for any reason.

Thereafter the Declaration shall be filed when there is any change in material interest of the employee.

c. Dealing with conflict

(i) If in the course of company's business if a matter arises in which an employee has a personal interest, the employee must disclose the conflict to the CEO / Board and / or the HR Department.

(ii) The CEO will ensure that measures are put in place to protect parties affected by the conflict of interest from that conflict. Depending on the nature and extent of the conflict, the measures taken to protect against conflict of interest may include ensuring that the conflicted or potentially conflicted employee.

(iii) Prior to each meeting the employees will disclose any matter involving Conflict of Interest, which will be recorded in the minutes.

(iv) An employee aware of Conflict of Interest of any other employee, which has not already been disclosed, shall disclose the conflict to the Chief Executive Officer.

d. Guidance about conflict of interest

In the broader sense, conflict of interest can include:

(i) Taking improper advantage of the position as employee to gain directly or indirectly a personal advantage, which might cause detriment to the company (or which could be thought/perceived by others to possibly cause detriment to the company).

(ii) Personal interests of the employee that prevail over the interests of the company or its employees generally.

(iii) Personal interests of the employee that could lead other people to think the employee might be influenced to prefer those personal interests to the interests of the company or its employees generally.

(iv) Having divided loyalties (professional or personal) particularly in the context of disclosure of confidential information.

(v) Examples where conflict of interest or the perception of conflict of interest can arise include where an employee:

a. holds appointments in organizations whose interests are or could become opposed to the interests of the company;

b. has business dealings with the company as an individual or through a professional or personal connection e.g. where an employee personally or close relative is a supplier of goods or services to the company, is seeking to transfer assets to or from the company or has a commercial dispute with the company;

c. is associated with a employee of the company who has an issue with the company that requires determination by the STDC Board;

d. is associated with a party seeking employment with the company;

e. is awarded any monetary benefit/honor/medal/certificate etc.

These guidelines do not apply to matters in which the generality of employees of the company or a significant number of them might have an interest.

If employees are in any doubt about the materiality or relevance of any interest or relationship, they should discuss the matter in confidence with the Chief Executive Officer.

4. USE OF INFORMATION

a. General guidance

i. Employee must not make improper use of information acquired by virtue of the employee's position. This prohibition applies irrespective of whether the employee's would gain directly or indirectly a personal advantage or might cause detriment to the company.

ii. An employee should ensure that any information which is not publicly available and which would have a material effect on the reputation of the company is not provided to anyone.

b. Conflict and use of information

(i) Exposure to confidential information that could advantage the employee does not itself create a conflict of interest. The Code of Conduct provides that employees may not use to their advantage or disclose confidential information.

(ii) However, the potential for conflict of interest exists where an employee has competing obligations of non-disclosure and disclosure or where others would find it difficult to believe that the employee did not use or disclose the information to advantage. **For example:**

Information might be so competitively significant as to create a perception of unfair advantage.

It is difficult to be prescriptive about those situations where exposure to confidential information creates the potential for conflict. One test might be to ask "would other people having regard to the nature of the information trust an employee not to use or disclose the information to advantage."

If employees are in any doubt about whether a gift or offer of hospitality should be accepted, whether an interest should be declared, or about any other aspect of this guidance they should discuss the matter with the Chief Executive Officer.

5. BREACH OF CODE OF CONDUCT

Where any employee of the company commits significant breach of this Code, the matter shall be brought to the attention of the CEO.

ANTI-BRIBERY & ANTI-CORRUPTION POLICY

Purpose

The Management of STDC realizes the importance of conducting business with honesty, transparency and with good corporate governance. Therefore, the Company has retreated its responsibility and set up an Anti-Bribery & Anti-Corruption Policy to prohibit employees and directors from accepting bribes or benefits for corrupt purposes to the benefit of themselves or others.

One of the guiding principles of the company is "complying with anti-corruption laws". The Anti-Bribery & Anti-Corruption Policy extends on these principles to all Department Heads / Directors / Chiefs / any management personnel and Employees and anyone acting on behalf of STDC.

At STDC, we are committed to the highest level of ethical behavior and compliance with laws and regulations. We expect that all employees and business partners will conduct themselves in accordance with our values, policies, procedures, and the laws relating to bribery and corruption.

The ABAC Program consists of:

- clearly sets out the company's requirements from all our employees and business partners to prevent corrupt practices and maintain standards of documentation
- A toolkit of resources and training to help you understand and comply with Anti-Bribery & Anti-Corruption Policy.
- The ABAC Program is implemented by all functions throughout the organization including Finance, HR & Admin, Technical and CEO Office but ultimately, it is up to you to ensure you:
- Understand what is expected of you
- Comply with your obligations under Anti-Bribery & Anti-Corruption Policy
- Voice, through the appropriate channel, any questions or concerns you may have

What are bribery and corruption?

Bribery and corruption means giving, offering or receiving an undue reward with the intention of influencing the behavior of someone in government or business in order to obtain or retain a commercial advantage.

Why should I care about bribery and corruption?

Bribery and corruption have been identified as one of the key factors that limit growth and contribute to inequality. By wrongly benefiting a few individuals, it limits competition, damages

innovation and corrupts societies. Put simply, it is unethical and against our values. STDC requires compliance with the highest ethical standards and all anti-bribery and corruption laws applicable to it in the conduct of its business. STDC values integrity and transparency and has zero tolerance for corrupt activities of any kind, whether committed by STDC employees or by third parties acting for and on behalf of STDC.

Not only is bribery and corruption wholly contrary to our values, it is also illegal. Bribery and corruption laws expect that companies will have proactive measures in place to prevent and detect corrupt practice. The consequences of non-compliance with the laws are significant to the company and to individuals involved (employees, representatives, and officers). Individuals and companies can face civil and criminal charges that can result in large fines, imprisonment and disbarment from government contract processes. In other words, failure to comply puts you as an individual and the company at risk.

What forms can bribery and corruption take?

Bribery and corruption can take many forms including cash or gifts to an individual or family members, inflated commissions, fake consultancy agreements, unauthorized rebates, political or charitable donations. Common business practices, if abused, can be construed as corrupt payments. In some cases, the offer of the inducement is unlawful, even if it is not accepted. Giving, offering, requesting and receiving a bribe are all forms of corruption, even if made indirectly through a third party. Intangible benefits such as favors can be corruption if offered in exchange for other tangible or intangible benefits.

Working with Government Officials – Corruption Risk

STDC, like all the companies interacts with government officials regularly. Bribery of government officials poses a heightened risk to STDC due to specific anti-bribery and corruption laws around the world relating to government sector bribery. The term government official has been broadly interpreted by regulators to include:

- Any officer or employee or person acting on behalf of a government department or
- Any officer or employee of a company or business owned in whole or part by a government or government agency
- Any officer or employee of a government international organization such as the World Bank or United Nations
- Any officer or employee of a political party or any person acting in an official capacity on behalf of a political party
- Any candidate for political office.

Is there any difference between bribery of government officials and commercial bribery?

No, corruption can occur in both commercial dealings and dealings with government authorities and governments, including government officials. STDC does not distinguish between these forms of bribery. Both of these activities are prohibited by our policies and if breached may lead to severe sanctions, including dismissal.

Are we responsible if a third party make a corrupt payment on our behalf or while performing a service for us?

From a legal perspective, payment of a bribe through a third party or a supplier has the same effect as making the bribe directly. The company and the individual face the same civil and criminal charges as if the payments were made directly by STDC.

Accordingly, it is essential that we know our partners, understand the way they do business for us

and ensure that they are committed to our values:

What do you need to do?

Five key principles:

1. Do not offer or accept bribes
2. Understand our policies and the corruption risks you face
3. Respond
4. Document
5. Report

What are the areas of focus?

STDC has established procedures and guidelines to translate our principles into practice. This section outlines the general requirements and processes for the following risk areas.

1. Gifts
2. Travel, Entertainment and Meals
3. Engagements with Government Officials
4. Third Parties
5. Business Development Transactions
6. Donations and Contributions
7. Facilitating Payments (prohibited)
8. Financial Books and Records, and Internal Controls
9. Employment Procedures

1. GIFTS

A. Our Standard

Gifts include anything of value, e.g. money, goods, services, loans, tickets and prizes, given ostensibly as a mark of friendship or appreciation or to express the hope of future business success, and without expectation of consideration or value in return.

Under Anti-Bribery & Anti-Corruption (ABAC) policy, gifts to government officials are not permitted because they can create improper influence or the appearance of improper influence, and could be viewed as bribes or other illegal gratuities.

On an exceptional basis, however, items of minimal/modest value may be provided to government officials where it is legal, would be considered respectful of local customs and provided it is done in a fully transparent way.

Regardless of whether they would be considered a government official under the local laws, no gift, benefit in kind (including loans) or pecuniary advantage should be offered or given to administrative staff as an inducement or reward for the prescription of products.

B. How we ensure compliance

The frequency of these gifts and definition of 'minimal/modest' in terms of local currency should not be more than 1000/- (one thousand) or PKR-1000/- only. If in doubt, you should ask HR Department or CEO Office or Board of Directors before offering or accepting any gifts.

C. Red Flags

If bribery or corruption is suspected, notify HR Department, CEO Office, your local legal or compliance office immediately.

Examples of "red flags" that could indicate bribery or corruption includes:

- Any gift that would be illegal, e.g. any gift offered to a government official in breach of local or international bribery laws.
- Gifts to or from parties engaged in a tender or competitive bidding process.
- Any gift of cash or cash equivalents more than 1000/- (one thousand rupee).
- Any gift that is intended as a quid pro quo, i.e. offered for something in return.
- Any gift that appears excessive, e.g. because it is of a value above the maximum permitted by company policy, or might adversely affect STDC's reputation.
- Any gift that is paid for personally in order to avoid having to report or seek approval.

In addition to the above, ask the following questions to determine if a gift is appropriate:

- Intent: is the intent only to build a business relationship or offer normal courtesy, or is it to influence the recipient's objectivity in making a business decision?
- Materiality and frequency: is the gift modest and infrequent or could it place you or the recipient under an obligation?
- Legality: are you sure the gift is legal in your country and in the country of the recipient?
- Compliance with rules: does the recipient's employer allow them to accept the gift?
- Transparency: would you be embarrassed if your manager, colleagues, or anyone outside STDC became aware of your actions? If so, there is probably something wrong
- Hypocrisy: are there double standards? We should only offer what we would be comfortable accepting, and vice versa.

2. Travel, Entertainment and Meals

A. Our Standard

Providing travel, entertainment and meals to government officials may be a violation of the law, if they are excessive, unreasonable or do not have a valid business purpose.

In general, we discourage payment of expenses relating to travel, accommodation and meals of government officials to attend site visits or meetings. However, in situations where the governmental body for which the government official works does not cover all expenses relating to such visits, reasonable and actual costs may be reimbursed.

B. How we ensure compliance

Approval from CEO should be obtained for bona fide expenses relating to travel, entertainment and meals of government officials prior to entering into such an interaction.

In situations where a government official insists on bringing a guest to an event, all costs relating to the guest must be paid by the government official and not STDC. In general, government officials must be discouraged from bringing their guests to any events. A guest may share an invitee's lodging, if there is no additional cost to STDC, but a guest may not attend any meeting-related hospitality.

C. Red Flags

If potential corruption is suspected, notify HR Department, CEO Office, your local Legal or Compliance office immediately.

Examples of "red flags" are as follows:

- Travel expenses for government customers/officials for which there is not a legitimate business purpose
- Travel or entertainment expenses for family members of a government customer/official
- Travel or entertainment expenses submitted on behalf of government customers/officials

3. Engagement with Government Officials

A. Our Standard

In the normal course of business, meetings may be scheduled with government officials for the purpose of discussing legitimate STDC business. These meetings must be held in an open and transparent manner in order to minimize the perception of any corrupt activity taking place.

In general, services performed by government officials for STDC are strongly discouraged. Engaging a government official would be allowed only if the official's knowledge and expertise are considered to be of unique value, and if allowed by local laws and regulations and any code of practice applicable to the government official. The engagement must be approved in advance by the CEO / Board of Directors.

B. How we ensure compliance

Poorly executed transactions with government officials may expose STDC to legal liability and reputational damage. As such, all interactions should be documented properly after obtaining approvals.

To ensure that interactions with government officials are transparent and monitored, all relevant documentation, including internal and external approvals, must be retained per local document retention laws.

C. Red Flags

If at any point, potential corruption is suspected, notify HR Department, CEO Office, your local Legal or Compliance office immediately.

The following are examples of red flags:

- Payment related to a government expense is made to an individual
- Payment related to a government entity is made in cash. (as opposed to a company cheque)
- Travel expenses for customers, particularly government customers, for which there is no legitimate business purpose
- Payment to an entity that is owned or influenced by the government official.

4. Third Parties

A. Our Standard

All STDC dealings with third party suppliers shall be carried out with the highest standards of integrity and in compliance with all relevant laws and regulations.

We expect all our third party suppliers to share our values and ethical standards. The actions of third party business partners can be considered actions of STDC and therefore their actions can implicate us legally and affect our reputation. We must ensure that we 'know our partners'.

B. How we ensure compliance

It requires additional procedures for selection of third parties. Prior to entering into a business relationship, we need to understand who we are contracting with to represent us in the marketplace.

It is the responsibility of the Business Owner (see definition below) to ensure that the ABAC third party Framework procedures are implemented. The Business Owner is responsible for ensuring that

a proposed new third party goes through all the necessary and required due diligence procedures and that all red flags are resolved prior to completing a contract.

The Business Owner: is the individual who engages, selects and retains the third party. This will be Procurement, where Procurement has been engaged.

C. Red Flags

If, at any point during due diligence procedures or interactions with a third party, you suspect corruption, notify HR Department, CEO Office, your local Legal or Compliance office immediately. All potential conflicts and red flags must be fully documented. All red flags must be sufficiently addressed before the engagement of the third party can progress.

Examples of common "red flags" with third parties are as follows:

- Family, business or other 'special' ties with government or political officials
- Reputation for violation of local law or company policy, such as prohibitions on commissions, or currency or tax law violations. Also negative press, rumors, allegations, investigations or sanctions
- Requests from government officials or agencies to engage or hire specific third parties
- Inadequate credentials for the nature of the engagement or lack of an office or an established place of business
- Missing or inadequate documentation to support services and invoices. Unsupported charges or expenses, requests for payment of non-contracted amounts
- Convoluted or complex payment requests, such as payment to a third party or to accounts in other countries, requests for payments in cash or requests for upfront payment for expenses or other fees
- Requests for political, charitable contributions or other favors as a way of influencing official action. Third party has a reputation for getting 'things done' regardless of circumstances or suggests that for a certain amount of money, he can fix the problem or "make it go away".

5. Business Development Transactions

A. Our Standard

Business development transactions include mergers & acquisitions, licensing arrangements, joint ventures, and deals where responsibility for marketing and/ or sales promotion is shared or contracted out to a third party.

As with third parties, we must 'know our partners' to ensure they are committed to our values and ethical standards. When entering the types of transactions listed above, we may become legally liable for any past or future corrupt practices of our business partners.

B. How we ensure compliance

Prior to entering into a business development transaction, we need to understand who we are contracting and what policies and procedures they have in place to prevent corruption. We refer to these procedures as 'due diligence', and they are an essential element of 'knowing our partner'.

Even after the contract has been signed with the target company, we need to monitor them closely. All documentation relating to a specific business development transaction must be recorded and maintained.

6. Donations and Contributions

A. Our Standard

STDC is committed to the charitable donation of products for humanitarian needs and other factors, including emergency and disaster situations. It is important that we pay special attention when making donations, so that our donations would not be considered inducements, as this would be a violation of the anti-corruption laws and our own policy.

B. How we ensure compliance

All STDC donations must be made in accordance with our policies and require prior authorization by the CEO / Board of Directors. STDC has adopted a policy prohibiting any form (financial or in-kind) of political contributions in all markets.

C. Red Flags

Examples of common "red flags" are as follows:

- Charitable contributions made to any organization having any affiliation with a government official, customer or customer representative
- Charitable contributions made on behalf of a government official, customer or customer representative.

7. Facilitating Payments

A. Our Standard

A facilitating payment is defined as a payment to an individual to secure or expedite the performance of a routine government action by government officials to whom one is already entitled. These are generally small payments to low ranking government officials, for example, in order to:

- Obtain permits, licenses or work orders to which you are already entitled
- Receive police protection, mail pickup or delivery
- Receive phone service, power and water supply, loading and unloading cargo, protecting perishable products
- Schedule inspections or transit of goods across country border controls

We regard all facilitating payments as a corrupt practice and expressly forbid them.

8. Financial Books and Records, and Internal Controls

A. Our Standard

STDC must maintain detailed and accurate books and records and a system of internal controls that ensures accountability for all shareholder assets.

"Off-the books" payments and fraudulent accounting practices, for example knowingly falsifying STDC's books and records to cover up or disguise any improper payments, are prohibited.

Books and records include accounts, invoices, correspondence, memoranda, tapes, discs, papers, books, and other documents or transcribed information of any type.

Examples of falsified books and records that violate our policies and anti-bribery laws include the payment of false or fraudulent invoices, the miscoding of an improper payment in the general

ledger, or a falsified expense report to hide improper entertainment of a government official.

B. How we ensure compliance

Every STDC employee has an obligation to truthfully report all transactions and ensure no payments are made based on false documentation. Compliance is monitored by the STDC Finance Department and Internal Audit. STDC employees having custody of books and records shall be responsible for their security and ensure that no improper or unauthorized alterations or disclosures occur.

Under this Policy, the following acts are prohibited:

- Authorizing or funding any transaction that is undisclosed or unrecorded in the company's books, records and accounts;
- Approving, inducing or making any payment with the intention, purpose or understanding that such payment or any part thereof is to be used for any purpose other than that described by the documents supporting the payment;
- Omitting, falsifying or disguising entries, or otherwise creating misleading or incomplete entries in any of STDC's books and records; approving or inducing such acts or entries in any books, records or accounts of any third parties with whom the company conducts business;
- Paying expenses that are improper, unauthorized and/or unsupported by proper documentation.

C. Red Flags

There are certain red flags that may indicate possible concealment of the true nature of the transactions, including:

- Unusual pay arrangements (e.g., requests for payments in cash or to out of country bank accounts, or upfront payment for services)
- Invoices or requests for payment that are unusual or outside the normal vendor authorization, approval or payments process
- Invoicing with a lack of supporting documentation. Vague or false description of services provided such as "Consultancy services" or "For services rendered". No supporting written agreement with clear detail of the services being provided
- Excessive payments for the services described on the invoices
- Incomplete or unclear journal entries in the accounting system

9. Employment Procedures

A. Our Standard

Our Pre-Employment Screening policy provides a common methodology throughout STDC for the pre-employment screening of all STDC new hires and workers. Pre-employment screenings help protect STDC Staff by ensuring that individuals hired have the claimed qualifications and experience required for their positions. It also helps ensure that no hidden information is found which would preclude the staff's employment.

B. How we ensure compliance

HR Department and all hiring supervisors/managers must ensure that results from candidate pre-employment and other relevant criteria prescribed in recruitment policy meet STDC standards before an appointment is confirmed.

C. Red Flags

There are certain red flags that may indicate that the individual may not be appropriate for employment, including:

- Unable to submit relevant documents
- Refusal to agree on STDC policies
- Unfavorable background check results

How to report any concerns of misconduct

Vigilance and an understanding of what is not permissible are the responsibility of each of us - particularly those of us who work directly with third parties and/or customers who are in a position to influence commercial decisions.

You must report any genuine concerns about misconduct or unlawful conduct. Please be reassured that anything you say will be treated in confidence - there will be no retaliation. STDC will take disciplinary action up to and including termination for anyone who threatens or engages in retaliation, retribution, or harassment of any other person who has reported or is considering reporting a corruption concern in good faith.

You can report any concerns of misconduct to line management, CEO Office, Board of Directors or functional personnel (e.g. HR, Finance, etc)

Consequences of Misconduct

All STDC corporate policies, including this policy, apply to employees at all levels in the company and will be enforced regardless of the employee's position.

Failure by any employee to comply with our ABAC Program or any STDC policy will subject the employee - including supervisors who ignore or fail to detect misconduct or who have knowledge of the conduct and fail to correct it - to disciplinary action up to and including termination from employment. Ignorance of STDC's standards and/or local law is not an excuse for failure to comply. Management and Human Resources are responsible for determining any appropriate disciplinary action in accordance with local laws. Breaches of law may also result in civil or criminal penalties for the individual employee.

INFORMATION TECHNOLOGY SECURITY MANUAL

Purpose:

The intent of the Sindh Transmission and Dispatch Company Pvt Limited (STDC) Information Technology Security Manual (ITSM) is to strengthen and secure the computing, networking, and telecommunications environment, helping to protect all members of the STDC community from internal and external information security threats.

This manual expands upon the acceptable use policy AUP and sets standards for the security and protection of the STDC Information Technology resources and (IT) infrastructure; including network and computing resources, systems, and privacy related data processed or stored on STDC systems. The ITSM supports these objectives by providing guidance and direction that will minimize the effect of the threats and vulnerabilities on information systems, and by providing the guidance needed by end users to support the Information Security program.

Scope:

The ITSM applies to all systems and users with access to STDC resources. It applies to faculty, staff, visitors, vendors, and any other person using any portion of the STDC IT infrastructure. The STDC IT infrastructure includes, but is not limited to: Internet connectivity, computer systems and networks, telephone systems, voicemail systems, cellular phones, pagers, fax machines, electronic mail systems, messaging systems, mobile devices, entertainment systems, wireless devices, and connected networks.

User Responsibilities:

Users have a special role in keeping sensitive information safe. This manual will help you understand your role. In summary:

1. By using any STDC systems or network component you agree to comply with the Acceptable Use Policy and the IT Security Manual.
2. You are responsible for any activity performed using your username and password. Keep it secret, keep it safe.
3. You are responsible for any activity performed on your work computer. Lock or logout your computer when not using it.

4. There is no expectation of personal privacy when using company's resources.
5. Sensitive information should be guarded against theft. Restrict access to sensitive information to a limited number of key individuals and use data encryption to protect the information.
6. Increase your IT security awareness. Attend awareness sessions to brush-up on how little steps can go a long way in protecting our data and resources.
7. Areas with special requirements can request a waiver or exemption from the related IT Security Manual.

End users play a key role in the information security program of any organization. This section of the IT Security Manual outlines the responsibilities of the end user within the

STDC environment, and provides guidelines and recommendations on how to address common security concerns. These responsibilities apply to any individual that operates a system or device on the STDC network. Users are responsible for all activity associated with their STDC user accounts or personal systems while connected to STDC IT infrastructure.

User Accounts:

The STDC systems make use of several different type of account roles in providing access to system resources. Rogue local accounts and passwords are prohibited from use on companies systems. The following are valid account roles and common privileges:

- i. End-user account – provides normal local computer and network resources
- ii. Shared role account – provides specific privileges to local computer/services for IT System Administrators. Common examples are the local admin account and database admin account/password.
- iii. Individualized IT Admin account – provides administrator privileges to resources (local computer, servers, domain, network, etc.) assigned to an individual IT System.
- iv. Administrator.
- v. Individualized End-user Admin account – provides administrator privileges to a single local computer, and is assigned to an individual end user (typically non-IT staff).

Passwords:

In General: Passwords and secure password management are an essential aspect of any information security program. Where possible, STDC will implement technical controls to assert the quality of passwords, but these measures are not foolproof, and are not available everywhere. All STDC passwords and user IDs must be encrypted when transmitted. The following requirements outline how passwords are to be managed with respect to STDC. For the purpose of this section, a "Privileged admin account" is defined as any account with administrative responsibilities for any university system or application not including those needed for general employee supervision (i.e. access to production systems). Desktop computers would not be classified as a university system.

Password rotation is an important part of an effective password management strategy. Rotation of passwords on regular intervals ensures that compromised passwords are not usable for an indefinite period of time. However, password rotation does create additional work for the end user, and if done too frequently, encourages insecure practices such as writing down passwords in easily discovered areas.

Special passwords used for inter-system communication (e.g. service accounts and databases) do not require a standard rotation interval. However, they should be changed upon every major system upgrade or modification.

Password Composition:

Standard end-user account passwords must be set according to the following rules where Applicable on capable systems:

- Passwords must be a minimum length of eight (8) characters.
- Passwords must contain at least two of the following character types: lowercase letters, uppercase letters, numbers or special characters.
- Passwords must not contain any portion of your network username, full name, address or other personally identifiable information.
- Standard end-user account passwords will expire every 180 days
- New passwords must differ from the previous password by at least three (3) characters.
- Passwords may not be re-used for seven iteration of changes (i.e. Password XYZ expires August 2012, seven new passwords must be used before University systems allow Password XYZ to be re-used as the password).
- End user account passwords must not be shared between individuals.
- End users must not allow others to use their accounts for purposes of obtaining additional access to YSU systems and/or information. In the instance where it is discovered an end-user has granted access to a university system to a non-authorized user, both parties will be referred to the Offices of Human Resources, Student Affairs, Information Technology Services, General Counsel, and/or YSU-PD, as appropriate, for all applicable consequences and disciplinary measures.

Privileged admin account passwords must be set according to the following rules where applicable on capable systems:

- Passwords must be a minimum length of seven (8) characters.
- Passwords must contain at least three of the following character types: lowercase letters, uppercase letters, digits numbers or special characters.
- Passwords must not contain any portion of your network username, full name, address or other personally identifiable information.
- Privileged admin account passwords should expire quarterly
- New passwords must differ from the previous password by at least three (3) characters.
- Passwords may not be re-used for seven iteration of changes (i.e. Password XYZ expires August 2012, seven new passwords must be used before University systems allow Password XYZ to be re-used as the password). Passwords used for role accounts on systems, such as 'Administrator', are limited to those with a need to know, such as an IT Systems Administrator, and are only used when no other option is available:
 - IT System Administrators will make use of individualized system admin accounts wherever possible to avoid the sharing of a common administrator account.

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- IT System Administrators will maintain a separate user account for routine operations and will use the Administrator account only when the higher privileges are required.

STDC reserves the right to periodically audit passwords on any system to ensure that these standards are maintained.

Password Storage: STDC makes every effort to reduce the number of passwords that an end user is required to use. However, there will be cases where multiple usernames and/or passwords must be used, sometimes infrequently. To avoid the support costs associated with resetting these passwords each time they are forgotten, the ITSM permits the storage of end user credentials under the following conditions:

1. At no time will an application or device store passwords for authentication. All university systems, created and/or acquired, will utilize the university directory system for authentication and storage of passwords. For applications or systems which act in a manner representing the company and cannot utilize the companies directory account system, a minimum of two (2) administrative unique identifier UIDs and passwords must be utilized. Consisting of one for the director of the department utilizing the service, and one for the administrator of the system/application. For the instance of social media accounts deemed "official", the same requirements would be followed with the addition of a third UID for the Director of Marketing and Communications or his/her designee. Administrators of these systems will be tracked by the Department of Human Resources and be subject to the "Separation of Employment" process for access revocation.
2. Passwords documented or written on paper must be protected from casual observation, and should be stored in a locked container or otherwise secured whenever possible.
3. Passwords stored electronically should be protected with an encryption key or passphrase that meets or exceeds the STDC password policies.
4. Passwords stored in configuration files for purposes of machine authentication should be limited to specific purposes and must be protected with file system access controls

Minimum Device Security Standards:

The company has minimum security standards for companies owned devices to accessing Companies technology resources. These standards include:

1. **Anti-Virus:** An approved, actively running, and regularly updated anti-virus application is required on all connected devices. This includes wired and wireless connections. This applies to Company's owned devices, personally owned devices, and visitor or corporate devices on company as well as remote systems that are connected through a VPN or another remote access method. If no recommended anti-virus is available for a device, no anti-virus will be installed.
2. **Operating System Updates:** Operating Systems and applications must be set to auto update software when applicable. Systems unable to auto update should be manually updated on a regular basis (every 30 days is required).
3. **Screen Locking:** All end-user computers and mobile devices must lock after a specified time period of inactivity; this includes passcode locks on mobile devices.
The recommended specified time period for companies devices is 15-minutes, or 5-minutes for mobile devices.

4. Passwords: All end-user computers and mobile devices must require the use of a password or passcode to authenticate access to the system. When applicable, passwords should make use of the campus directory for authentication.
5. Encryption: Encryption is required for any system requiring access to or storage of the sensitive information.

Network Access:

STDC reserves the right to physically or electronically disconnect any system that is attached to the STDC network for any reason without notification. Systems observed to be running malicious software or lacking effective anti-virus controls may be isolated from the rest of the network until the malicious software is removed.

Use of Computing and Network Resources:

In General: STDC provides computing and network resources to students, faculty and staff to accomplish our primary mission as a POWER SECTOR. In order to maintain an environment that supports the power sector and expressive needs of our organization, STDC supports a fairly broad array of uses for the network. However, to ensure the availability of network resources for all, certain policies surrounding the use of the network have been implemented.

Implied Consent: - These policies apply to all users of STDC computing and network resources; by using these resources the user agrees to abide by the policies presented by the AUP and ITSM.

Privacy of Others: - STDC does not provide any guarantee of privacy for any activity performed on the STDC network, and reserves the exclusive right to monitor any system or network activity on STDC equipment at any time. There is no expectation of privacy when using companies computing and network resources. Users may not attempt to observe, copy, or otherwise obtain access to private information or network activities of another colleague, faculty or staff member.

Intellectual property rights and copyright enforcement: - End users must respect intellectual property and copyright policies when utilizing STDC network and computing resources. The illegal appropriation of copyrighted or protected works is strictly prohibited. STDC network and computing resources must not be used to commit or support copyright infringement or use of improperly licensed or unlicensed software.

Systems Integrity: - STDC network and computing resources must be used in a manner that respects the integrity of the STDC environment and any external network resources.

- Activities conducted from the STDC network for the express purpose of denying service to legitimate users of any resource is strictly prohibited.
- Any attempt to compromise the security of a system from the STDC network is strictly prohibited.
- Individuals responsible for systems, projects or activities which legitimately rely upon heavy utilization of resources, on or off the STDC network, should notify the owner of those resources whenever possible.

Unsolicited Communications: - STDC network and computing resources must not be used for

the purpose of unsolicited communications on any medium, including but not limited to: email, instant messaging, fax, and voice communications. Furthermore, reasonable effort should be exercised to ensure that any internal communication resources are not misused for these purposes.

STDC reserves the right to interrupt or limit connectivity to any resource suspected of violating this standard without prior notification. In addition to being in violation of the AUP and ITSM, legislation has been enacted to regulate the terms by which unsolicited email may be legally sent to individuals.

- a. Email recipients must have an opt-out method. Unsolicited messages must include an option for the recipient to opt-out of future mailings from the sender. The opt-out method must be Internet accessible, and must take effect within 10 business days. The method may provide users with the option to only opt-out of certain mailings, but it must include an option to opt-out of all future mailings.
- b. The message must notify the recipient that it is an advertisement, and a valid physical address suitable for mailing must be included.
- c. Emails must not contain false or misleading header information. Header information, such as the 'From:' and 'To:' fields, must accurately reflect the identity of the sender and the recipient.
- d. Deceptive message subjects are prohibited. The message subject must not be deceptive with respect to the content of the message.

Harassment: - The use or involvement of STDC computing or network resources to harass or threaten any individual or organization, regardless of their affiliation with STDC, is strictly prohibited.

Hacking Programs or Activity: - The unauthorized use of 'hacking' programs or activity, such as port scanning or password guessing, is strictly prohibited. Legitimate use of these programs for educational purposes must be communicated to the IT Technical Desk at least two days in advance. The use of these tools also requires coordination with the IT staff so that a contained environment can be created. Limiting the scope of these tools will minimize the risk of impacting STDC infrastructure resources.

Illegal Activities: - STDC strictly prohibits any use of computing or network resources for the conduct of illegal activities. STDC reserves the right to report any identified illegal activity to the proper authorities, and reserves the right to comply with law enforcement or court orders for information related to the activity.

Authentication Requirement: - Access to the STDC network requires authentication with a valid STDC username and password. Users must not attempt to bypass or otherwise disable network authentication.

Security Awareness: - All end users of STDC IT resources have the responsibility to participate in security awareness initiatives provided by STDC. While many aspects of STDC security can be controlled and enforced with technology, STDC still depends heavily on the end user to help maintain a secure environment. Studies show that the majority of successful intrusions are either initiated by an internal user or aided by information gained from an internal user. Besides being aware of the methods used by attackers to "social engineer" the end user, being aware of the ITS Security Manual and knowing how to interact with the security group when necessary is essential.

STDC will provide an ongoing security awareness program to keep end users aware of the latest security threats and changes to security policies. Minimally, all new and existing users will be provided with a brief training on the the AUP and ITSM to acknowledge indicating their understanding and acceptance of the AUP and ITSM. STDC will provide security alerts, ITSM updates, and security news/tips in an ongoing basis.

Telephone, Fax, Instant Messaging, and Email Guidelines:

Telephone Security: Receiving a Telephone Call:

- Individuals seeking to gain privileged or sensitive information will often call and masquerade as an employee or help desk staff. All employees should exercise caution when providing any information over the phone.
- If there is any doubt of the caller's identity or need to know, arrange to call them back on a known number or refer them to your supervisor.
- Verify the caller's need to know and authorization, and verify that the return telephone number is that of the identified person.
- Remember that you should never disclose a password or privileged account information to anyone over the telephone.
- Do not be intimidated by demands for information, by the title of the caller, or by threats if you do not give the person the information requested.
- Notify your supervisor or the IT Technical Desk of any suspicious activity. Making a Telephone Call:
 - Ensure you are talking to the right person
 - Keep in mind that others may overhear your conversation.
 - Ask who is present if the recipient is using a speakerphone.
 - If using cordless, mobile, or cellular telephones take caution while discussing sensitive and confidential subjects as you are, in reality, using radio communications.

Fax Security

Faxing sensitive documents must be done carefully to avoid unauthorized disclosure of information:

- Fax messages with sensitive content should have any unnecessary portions rendered unreadable if possible.
- Only authorized persons should be involved with the transmission and reception of sensitive information.
- Do not send a sensitive fax without first verifying that the number is correct and that the recipient is available to secure the document as it is received.
- All copies of sensitive fax messages should immediately be removed from the fax machine and given appropriate protection to prevent unauthorized disclosure.

Instant Messaging and Email Security

Social engineering is a primary form of attack for Email and IM communications; where legitimate users are tricked into releasing sensitive or useful information to the attacker.

In addition to this context, there are a number of other means by which social engineering attacks are conducted. Consider the following tips:

- Be suspicious when anyone unknown to you seeks information of a technical or sensitive nature, such as a username, password or network address.
- Never click on a hyperlink embedded within an e-mail or Instant Message (IM), as the URL may appear to go to a trusted host but actually link to a malicious site. If you must follow the link, always copy and paste the text into your browser address bar.
- If you receive a notification that there is a problem with your account at a bank, auction site, payment site or other important location, confirm the notice with the site via phone. Never provide sensitive account information, such as username and password, to the sites linked from these messages.
- Do not exchange files with others using IM software, as these transfer requests can bypass firewalls and contain malicious software. IM attacks have also imitated a known IM user and resulted in the installation of "Trojan" software which opened up all files on the victim's system.
- Never divulge sensitive personal information in an IM conversation or e-mail.
- Never open an attachment unless you are expecting it and you trust the source.
- Remember that faking the "From:" address in an e-mail message is very simple and is performed in a majority of these types of messages.
- Be especially aware of malicious software and phishing attacks:
 - In the malicious software attack, malicious code is sent to the end user and they are tricked into executing it.
 - In the phishing (pronounced "fishing") attack, emails are sent posing as legitimate services, requesting the user log in to perform some function. By clicking on links in the phishing email, users are directed to sites that look legitimate, but collect sensitive information from the user.

Privacy & Sensitive Information:

In General: - It is STDC policy not to ask for the following over the phone for any information technology related issue:

- Passwords or PINs for any account (email, voicemail, network)
- Social Security Number
- Credit Card or Bank Account Numbers

If, due to some highly unusual circumstance, STDC IT Technical Desk personnel do require the above information, be sure to authenticate the Tech Desk personnel requesting the information. The most straightforward method of doing this is by getting the caller's name, then call the IT Technical Desk directly and request to speak with the same person or the Tech Desk supervisor.

Disclosure of Personal Information: - STDC must comply with all applicable state and federal regulations related to the maintenance and disclosure of personal information. Any residual authority to share personal information without the explicit approval of the individual will be carefully managed, and information will only be disclosed on an as needed basis.

System Monitoring and Logging: - These capabilities are maintained solely to monitor and enforce the ITSM, to meet regulatory requirements, and audit requirements, thereby promoting the safety of all end user data. STDC periodically monitors computer and network use to ensure compliance with the ITSM and provide safeguards for STDC network users. STDC has automated and manual processes to ensure ITSM compliance; including audit logs of Internet access, intrusion detection systems, network access controls, security firewall logs, network traffic capture, system access logs, e-mail archives, and others.

Data Retention: - STDC will retain personal information related to students, faculty and staff for as long as necessary to support administrative, operational or regulatory requirements.

Sensitive Information Handling and Encryption:

Sensitive information comes in many forms, from passwords and configuration files to Social Security Numbers, date of birth of employees, and medical information. Everyone that has access to sensitive information has a responsibility to secure it. Improper handling of sensitive information exposes it to compromise.

Secure Document Exchange: - STDC provides the campus community with the ability to exchange documents via Secure Sockets Layer SSL transfer protocol. For instructions, contact the Data Security Supervisor.

Guarding information on user systems: - The following standards for handling sensitive information on user systems must be followed at all times

- Users must lock their screen when leaving system unattended.
- Users must follow all policies related to end user responsibility for personal systems.
- Sensitive information pertaining to STDC must not be copied to systems or networks outside the scope of the ITSM without prior approval.
- Sensitive information must not be transmitted over the Internet without encryption.
- Removable media, including laptop computers, that contains sensitive information should be stored in a locked cabinet or safe when not being used.
- Sensitive information should only be stored on STDC managed systems.
- Sensitive information stored on end-user computers or removable media must be encrypted.

Protecting paper-based information: - Paper is often overlooked as a source of sensitive information. The following policies are designed to help ensure that improper handling does not lead to unauthorized information disclosure.

- Sensitive information on paper should be stored in a secured location.
- When printing sensitive information, immediately remove it from the printer to avoid having it taken by parties unauthorized to see the information.
- When faxing sensitive information, notify recipient of the incoming fax prior to sending and confirm receipt after the transmission completes. Faxes that do not complete due to busy or other temporary issue should be cancelled to ensure that the transmission occurs under controlled circumstances.
- Sensitive papers must be shredded when no longer needed, but in conformity with the University's record retention schedule.

File transmission security: - Files transmitted over the STDC network are not guaranteed protection from disclosure. If files contain sensitive information, the file transfer protocol must require authentication of the client, and should employ the use of encryption to protect information while it is

in transit.

Visitor Network Access Process & Procedures:

As users of STDC technology resources, all visitors are subject to ITSM policies.

- Visitors Requiring Wireless Internet Access: Companies wireless Internet access for use by employees, visitors, and staff. The network is a separate network from STDC. End-users are bound by STDC Network rules and policies while using the service. Information on obtaining credentials for visitors is available.
- Visitors Requiring STDC Network Access (wireless or wired)
 - Acknowledgement of the Acceptable Use Policy: Visitors using the STDC network implicitly agree to the Acceptable Use Policy by their use of the network.
 - Obtaining Credentials - Department sponsorship must be obtained for a visitor requiring access to the STDC network. The STDC sponsor should initiate the request for a network access account for each visiting user. Network access accounts can be created within three business days. The STDC sponsor is responsible for notifying the STDC IT staff through Computer Services when the access is no longer required and may be disabled. Visitor accounts will be provisioned to expire in seven days unless otherwise requested on the Non-patron Account Request form.
 - Access restrictions - Visiting users will not be granted access to any network segment containing sensitive/protected data without appropriate justification.

Mobile Computing/Mobile Data Storage:

- Sensitive Information stored on end-user computing and mobile storage devices must be encrypted.
- Mobile computing involves information storage or remote access to the STDC technology resources on mobile devices or off-site locations, such as a home or hotel. Without the benefit of physical security, the mobile computing platform is exposed to significant threats, including physical theft, insecure or hostile network access, and misuse by persons not affiliated with STDC. The primary mobile computing solutions in practice at STDC include: VPN over the Internet and secure campus wireless. The minimum security standards for Companies-issued devices and Non-Companies devices are specified above.
- IT staff provisioning Companies issued mobile devices (laptops, tablets, smartphones, etc.) will ensure the devices are configured with the minimum Companies security standards when applicable (anti-virus, screen locking/passwords, updated OS, and when needed encryption for sensitive information) when deploying to a client. Non-Companies devices should have the same minimum security standard implemented to access SYDC technology resources. IT staff will configure non-Company devices with the minimum security standard when they are asked to service such devices for access to STDC technology resources. The IT Tech Desk self-help documents will state the minimum security standards as part of the process for configuring STDC technology resource access.

Mobile Data Drive Encryption: Personal laptop and mobile devices (smartphones, tablets, etc.), including other mobile storage devices such as USB drives, must use an active form of encryption to prevent loss of sensitive information. Company's laptops that store STDC sensitive information must employ approved forms of drive encryption software and theft recovery software. Please contact the IT Tech Desk for current solutions.

Wireless Networking: -

Wireless LAN (Wi-Fi) networking is the predominant means by which network access is extended to laptops and other mobile computing devices. STDC has implemented wireless networking technologies to provide staff with access to the STDC network. This improves the

flexibility of our Companies facilities and supports more pervasive integration of information technology into the working environment. STDC has implemented several policies regarding wireless use.

1. Wireless Access Control: Because wireless networking technologies are generally immune to physical security measures, it is important to ensure that access to the wireless network is well managed and secure. STDC has implemented technologies to provide access control and encryption to maintain a level of security in this portion of our network.
2. Authentication Requirement: Access to the STDC wireless network requires authentication with a valid STDC username and password. Users must not attempt to bypass or otherwise disable network authentication.
3. Wireless Security Protocols: The use of inferior or ineffective wireless security protocols or solutions presents a risk to the organization. STDC has standardized on the Wireless Protected Access (WPA)-2 Enterprise protocol for securing wireless networking technologies. All access to the STDC network over wireless LAN technologies must be protected with WPA-2 Enterprise.

Prohibition on personal wireless access points: - As stated in the Acceptable Use Policy, wireless access to the STDC office network must be provided by STDC infrastructure devices. Personal wireless access points must not be attached to the STDC network. Unauthorized access points detected on the network may be confiscated and will be physically or electronically isolated from the rest of the STDC network.

Theft Recovery Software: - Companies laptop computers are required to actively run the companies' laptop theft recovery software. The software enables STDC to recover lost and stolen laptops and mitigate the loss of sensitive information. The procurement process for new university laptops includes a process for ordering the theft recovery software. In addition, the software can be obtained by contacting the IT Tech Desk.

VPN: - STDC provides Virtual Private Network (VPN) remote access to staff and outsiders that desire access to protected companies resources from remote locations. Access to the VPN requires a client utility, which may be obtained from the STDC IT Tech Desk, and a valid STDC username and password.

While operating the VPN, the workstation in use is be considered an extension of the STDC network, and all STDC security and acceptable use policies apply.
Further:

- VPN access must not be shared with users that are not affiliated with STDC. • VPN clients must not bridge, proxy or otherwise expose the STDC network to other systems at any time. If multiple systems require VPN access, a VPN client must be installed on each system.
- Users must not attempt to use unauthorized or otherwise unsupported VPN clients with the STDC network as they may impair the operation of the VPN gear or compromise the VPN client access policies in place.

Non-Companies Computers and Devices:-

Personally owned equipment is authorized for use on the wireless STDC network under the following conditions. Non-Companies devices should have the same minimum security

standard implemented to access STDC technology resources (See Section 8 – Mobile Computing). IT staff will configure non-companies devices with the minimum security standard when they are asked to service such devices for access to STDC technology resources. The IT Tech Desk self-help documents will state the minimum security standards as part of the process for configuring STDC technology resource access.

Minimum Security Standard for Non-Companies devices: All personally owned equipment must be configured according to the STDC security standard for the platform in question. These security standards can be obtained from the IT Tech Desk. If a standard is not available, the platform should be configured according to generally accepted best practices for security.

Anti-virus: All systems attached to the STDC network must be protected by STDC approved anti-virus software, and must be regularly updated to ensure effectiveness. STDC provides anti-virus software free of charge to students, faculty, and staff. This software can be obtained through the Tech Desk.

Security Updates: - Personally owned systems must comply with STDC policies for maintaining security updates. This includes the use of automated update mechanisms whenever possible, and regular manually applied updates in circumstances where the platform does not support automated updates.

Screen Locking: - All personal systems should be configured to automatically lock the screen when the system is not in use, this includes passcode locking on mobile devices. All end users must ensure that the screen is locked while the system is unattended to avoid misuse and disclosure of sensitive information. Contact the IT Tech Desk if assistance is needed with this system feature.

Password Controls: - All STDC password policies apply to personal systems attached to STDC network resources, as well as those owned and operated by STDC. If the personal system supports configuration of password controls, the STDC password policy should be implemented in that control, and the control enabled. In circumstances where the operating system does not have the capability of directly enforcing these policies, the end user is responsible for manually ensuring compliance with STDC password policies.

Encryption: - All personal computing and mobile storage computing devices must follow policies for sensitive information handling. See section 5.5 for more information.

Technical Support:

The Tech Desk provides first level Information Technology support via phone or in person on the State Life Building No 3, 3RD floor, Dr. Ziauddin Ahmed Road Karachi, Pakistan.

The STDC IT Tech Desk can be reached at 021-111-777-832, or via Email: support@stdc.com.pk.

Information Security Controls:

STDC has implemented technical information security controls to support our policies and protect the information and assets of STDC and its staff.

Anti-Virus filtering: - STDC has implemented an email filtering product that provides virus and

malicious code protection for the staff of STDC. This gateway scans all messages that pass through the primary STDC email infrastructure. In cases where malicious software is discovered, the recipient is notified, and the malicious code is blocked. This may result in attachments being removed or quarantined by the gateway for further inspection.

To ensure this gateway achieves the desired effect, STDC has implemented the following policies:

- All email messages sent to and from the STDC network must pass through the Anti-virus filter.
- Attempts to bypass the gateway are prohibited, and STDC reserves the right to block any Simple Mail Transfer Protocol SMTP traffic that circumvents this control.
- While STDC strives to maximize availability, email is not to be considered a reliable delivery method. STDC assumes no responsibility for delay or loss of information due to this scanning activity.

Anti-Spam Filter: - Unsolicited commercial email, commonly described as "spam", presents a significant challenge for many organizations. While many of these messages are simple annoyances, some are used to perpetrate scams or spread malicious software.

To protect the STDC user community from spam-related nuisances and threats, all inbound email to standard STDC email accounts will be processed by anti-spam filtering technology. This technology will reduce the amount of spam that is received by end users, and will reduce the impact on the STDC email infrastructure from processing and storing unwanted spam messages. To assist with the effort to reduce spam, STDC encourages staff to follow these recommendations:

- Avoid publishing your STDC email address, in its entirety, to Internet accessible web sites. Avoid mailing lists with archives that do not block or obscure email addresses.
- When supplying your STDC email address to Internet services for registration or any other purpose, always examine the form closely and opt-out of any unwanted email communication.
- It is against STDC Policy to send or otherwise support the sending of spam from the STDC network. Messages sent from STDC that are determined to be spam may be deleted without warning.
- STDC email accounts sending spam may be suspended without notice.
- STDC assumes no liability for information lost or delayed through this process.

Malware Filtering – Today, one of the most frequent means of getting past security measures is to insert a program (malware) into a web page. When a user view the web page the program is launched and infects the users system.

STDC defends against this form of attack by actively filtering all off campus web pages viewed on campus.

Authentication Controls: - Authentication is one of the pillars of an effective information security program, and plays an essential role in the security of STDC systems and infrastructure. Poorly implemented authentication strategies can undermine the security of an organization by allowing users to violate password policies, expose credentials, or maintain access to systems long after the rationale for it has passed.

To avoid this, STDC has implemented the following policies for authentication controls:

- All access to sensitive information must be protected by some form of authentication. Any new systems or applications implemented within STDC should use the STDC Directory of Accounts for authentication.
- Any new authentication service implemented within STDC should support all existing user account standards and password policies.
- Any new authentication service should support integration with existing services to promote effective identity management practices.

Enterprise anti-virus management: - Anti-virus solutions have been implemented by STDC to prevent infection by viruses and other malicious software. The anti-virus solution provides a reporting facility to provide metrics for the source of malicious code and percentage of deployment for signature and scanning engine updates. In addition:

- Anti-virus controls are a critical asset in the information security program, and must not be disabled or otherwise limited on any STDC managed system.
- Personally owned systems must utilize STDC approved anti-virus solutions to protect the integrity of the system and limit the impact of a virus outbreak.

Firewalls: - A firewall is a network device that provides filtering and security services for network traffic. The primary objective of the firewall is to limit access to the STDC network from external locations, including the Internet. The secondary objective is to ensure that the STDC internal network is effectively partitioned to ensure that administrative control is maintained at all times, and that high value systems may be protected from attacks and malicious traffic that originate from the STDC network.

To maintain the effectiveness of the firewalls implemented at STDC, the following policies have been implemented:

- Firewall rules are enabled to enforce policies regarding network use. Actively evading firewall policies through the use of tunneling or proxying is prohibited
- STDC reserves the right to block or redirect any traffic that passes through the STDC network, and assumes no liability for losses due to network traffic filtered by a firewall or other device.
- Host-based firewalls are an effective means of preventing system compromise from network-based attacks. Users are encouraged to install STDC approved firewall software on personally owned systems to improve security.
- Host-based firewall software installed on STDC owned or operated equipment must not be disabled or modified without prior authorization.

Internet Traffic Shaping: - In order to protect essential network services and maintain acceptable performance levels for administrative and academic purposes, STDC has deployed a bandwidth management solution. This solution is currently configured to limit certain non-essential applications, such as peer to peer file sharing. Owners of high priority systems should contact the IT Tech Desk to request special bandwidth classification.

Intrusion Detection: - STDC has implemented Intrusion Detection System (IDS) services throughout the network. These systems are designed to detect activity that may indicate an attack and notify STDC personnel or actively respond in some manner. The IDS capability is primarily geared towards

protecting the environment from external threats, but is deployed internally to ensure that anomalous traffic and attacks originating from the STDC network are detected as well. To maintain the effectiveness of our Intrusion Detection software, the following policies have been implemented:

- IDS operates by actively monitoring and analyzing network traffic. This monitoring does not discriminate between private and public information, and could cause private information to be logged or otherwise documented if it is considered suspicious.
- Using encryption or obfuscation techniques for the sole purpose of evading IDS monitoring is prohibited.
- IDS detection of malicious activity may cause specific systems or network traffic to be blocked or disconnected from the STDC Companies network. STDC assumes no liability for any impact from this activity.

Login Banners: - All systems that support interactive access must include the following login banner:

"Unauthorized use of Sindh Transmission And Dispatch Company Pvt. Limited and networking resources is prohibited. Any use of this system acknowledges your awareness of, and agreement with, the STDC Acceptable Use Policy. Any violators of this policy will be subject to disciplinary action, which may include prosecution."

Network Access Control: - STDC provides network services to a wide array of personally owned systems that are not under the administrative control of STDC Information Technology Services. Because these systems may contain viruses or be running applications, they present a threat to the network. To minimize this threat, STDC has implemented Network Access Control (NAC) on remote access networks, such as the residence hall network, STDC, and the wireless network. This technology provides a measure of control over what systems are admitted to the network, and provide essential access to systems that need to be attended to before they are provided full access.

In support of this implementation, STDC has implemented the following policies:

- Any attempt to bypass or support the bypass of Network Access Control (NAC) is prohibited.
- Systems that have had network access disabled through Network Access Control should be attended to as soon as possible to avoid file damage and/or information loss.

Network Segmentation Controls: - The STDC network has been designed to provide a scalable and robust environment to support the administrative needs of the organization without undue restrictions on the student body. This capability is maintained through network segmentation that has been engineered into the STDC network. This segmentation provides for areas of containment that allow diverse security policies to be applied with minimum side effects.

To maintain this effectiveness, the segmentation is enforced with technical controls and supported by the following policies:

- Any attempt to circumvent STDC network segmentation controls is prohibited.
- Implementation of any network bridging between segments, including the use of wired, wireless or tunneled connections, is prohibited.

Security Monitoring Tools: - STDC has implemented monitoring tools to maintain awareness of any events or problems that occur within the environment. In addition to monitoring systems for performance and availability, STDC monitors systems for security related events.

Critical events may cause a notification to be sent, while informational events may be archived to support any future investigations.

Wireless Security: - The STDC wireless network infrastructure provides a valuable resource to staff and guests alike. To protect this network, STDC has implemented several wireless network security controls. Principal among these controls is the use of Wireless Protected Access (WPA) to authenticate and encrypt legitimate wireless network traffic. WPA is supported by many wireless clients and provides an adequate level of security for this application.

To ensure that the STDC network is not abused by attackers through wireless network connectivity, the following policies have been implemented:

- Wireless access point devices, or hosts acting in the role of a wireless access point must not be attached to the STDC network without authorization.
- Wireless access points or other wireless devices that mimic or clone STDC network profile information, such as SSID or WPA requirement, are strictly prohibited.
- Workstations that are attached via wired communications should disable any wireless radios while they are connected.
- Users of the STDC wireless network should be careful to ensure that they are connecting to the proper STDC wireless network every time.

Vulnerability Scanners: - STDC will periodically conduct network vulnerability tests to ensure protection of key systems from known vulnerabilities. These tests will combine the use of multiple network assessment techniques, including port scans and vulnerability scans. These scans will attempt to connect with systems attached to the STDC network and determine what services are available. If services are discovered, the vulnerability scan will attempt to determine if the service has any known vulnerabilities. Only authorized IT personnel are allowed to perform vulnerability scans.

Directory of Accounts: - Maintaining a centralized directory is essential in environments where there is a high degree of user account turnover. Without a centralized directory service, account passwords would quickly become desynchronized, password quality would not be managed, and accounts will tend to remain active for much longer than required. To avoid these issues, STDC maintains a centralized directory of all user account information. This directory is to be considered the authoritative source for current STDC account credentials and status. To support this role, any new applications that are brought into the STDC environment must leverage the account information in the YSU Directory of Accounts, either directly as a client, or through an automated synchronization process.

Technical Security Standards: - Consistency is one of the essential characteristics of an effective information security program. Security standards are implemented to support consistency by providing a standard set of procedures and configuration elements that should be consistently applied to the subject platform across the environment.

Security standards are generally focused on eliminating the most common security issues for a given platform, and are not designed to be extensive 'hardening' guides. For more information on security standards for STDC systems, contact the IT Tech Desk.

Technical Management Controls:

Periodic Security Assessments: - STDC will conduct security assessments periodically in order to validate STDC risk mitigation efforts and discover vulnerabilities introduced over time due to software and hardware changes, network equipment modifications, and new methods of security exploitation.

Internal server discovery and remediation: - The security of the internal network requires that all servers be properly secured against malicious use. All servers on the STDC network are required to conform to STDC security standards, and must be identified to the IT staff so they can be included in the vulnerability management process. STDC will use automated tools to scan the network frequently for unidentified servers and will disable network connectivity for these servers until security validation is accomplished. It is the responsibility of each system owner to notify IT of the intent to deploy a new server, which will allow IT to properly validate system security before new risk is introduced to the network. Systems requiring inbound access from the Internet require approval and the associated application for Public Access Server on file. Applications for Public Access Servers may be requested through the IT Tech Desk.

Physical and Environmental Security: - While physical security in the University setting is fairly open to accommodate the student population, sensitive data, network servers, and network devices must be located in a secure environment in order to protect privacy and ensure the integrity of the IT infrastructure. STDC maintains a datacenter with the appropriate security and environmental controls, and it is STDC Policy that all critical processing devices, servers, core network equipment, and network security devices will be physically located in the Data Center. In addition to physical access controls, the data center also has backup power and a controlled climate to help maintain high availability for STDC end users.

Servers not residing in the datacenter must have an approved exception or waiver to the ITSM, and must adhere to STDC physical security standards:

- Physical access to information processing and storage areas and their supporting infrastructure (communications, power, and environmental) must be controlled to prevent, detect, and minimize the effects of unauthorized or unintended access to these areas
- Physical access controls must be in place for the following:
 - Data Centers, including the Computer Center
 - Areas containing servers and associated media

- Networking cabinets and wiring closets
- Power and emergency backup equipment
- Operations and control areas

Security Violations: Reporting, and Disciplinary Measures:

The STDC Information Technology Security Manual will be supported by standards, procedures, and awareness programs, as necessary. Compliance with Information Security Policies, Standards and Procedures is mandatory.

AUP or ITSM violations will be subject to disciplinary action commensurate with seriousness of the offense:

- End user systems and departmental servers will have their network access terminated immediately for serious violations of either the AUP or ITSM. This will ensure that the offending system is properly isolated, allowing the security issue to be corrected before other systems are affected.
- Appropriate disciplinary measures for AUP or ITSM violations will be determined by the Offices of Human Resources, Information Technology Services as deemed necessary.

Reporting a Security Incident: - The Tech Desk should be notified immediately of all security incidents. The Tech Desk can be reached by calling 021-111-777-832 or via email by submitting the issue and all details to support@stdc.com.pk. Incidents of an urgent nature must be submitted directly to the Tech Desk via voice communication.

- **Recognizing a Security Incident:** - Security incidents can be very obvious, such as a widespread virus outbreak or network denial of service attack, or very subtle, such as end user workstations suddenly running very slow with highly active disk drives. Since any security event has the potential to negatively impact the University, it is imperative that all STDC network users understand how to recognize and report potential security incidents. While some incidents are not time critical, others represent a serious exposure that increases with time, and therefore needs to be remedied quickly.
- **What classifies as a reportable incident:** - For the purposes of the ITSM, a security incident is any perceived or actual event relating to Information Technology that has the potential to:

- Cause an exposure to personal privacy information
 - Create an unfavorable public impression of STDC if released to the media
 - Cause STDC to be in violation of any law or government regulation
 - Disrupt computer operations or network availability
 - Cause significant manpower expenditure to resolve
- Some examples of security incidents that would be subject to this plan include:

Successful Internet-based attack of any sort, including web page defacements, denial of service attacks, unauthorized data harvesting, and others.

- Evidence that internal information systems have been breached by unauthorized personnel with potential exposure of sensitive data.
- Evidence that systematic efforts are underway to gain unauthorized access to any information system.
- Malicious code (virus, worm, Trojan) activity with the potential to quickly spread to multiple systems.

What information is needed: - When submitting a security incident, complete information is needed in order for the IT staff to respond quickly if necessary. At a minimum, the information should contain the following:

- Name and office of the person with knowledge of the incident
- Primary and alternate phone number if additional information is needed
- Description of the incident, including potential damage if known
- Type of system or network the incident occurred on
- Any steps already taken to reduce the impact of the incident (system turned off, etc.)

IT Tech Desk Incident Response Procedure: -The objective of this procedure is to outline the escalation process for security incidents that effect a Companies owned PC(s). Anytime a security incident has been identified or is suspected, the STDC Network Security team should be notified based on the contact list below.

Definition of a security incident:

- End-user/System Administrator reports an unauthorized activity that results in the disruption of a Companies- owned system(s), such as the following:
 - Unauthorized access/change to STDC information or data
 - Active malicious software that effects multiple PCs i.e. a worm that is spreading malicious code to other STDC systems
 - Existence of a Key logger on one or more STDC PCs
 - Denial of Service attack
 - Possible compromise of sensitive information (including credit card numbers or social security numbers)
 - Website defacement
 - Changes to system hardware, firmware, or software owner's knowledge, instruction, or consent characteristics without the unauthorized use of a system for the processing or storage of data
 - ✓ IP Spoofing
 - ✓ Commercial use of STDC IT resources.
- Social engineering activity gain them access to STDC's data (i.e. a password or other details)
 - Unknown people asking for information which could unauthorized disclosure of sensitive or confidential information electronically, in paper form or verbally
 - Connecting unauthorized third party equipment to the organization network's
- Giving sensitive or confidential information to someone who should not have access to it - verbally, in writing, or electronically

The Security Incident Response Procedure

When a security incident is suspected, staff should immediately follow the Security Incident Response Procedure.

Security Program - Key Roles and Responsibilities

IT Officer:

- Overall responsibility for the Information Security program
- Approval and Oversight of Information Technology Security Manual
- Provides guidance, direction, and authority for the STDC Information Security Program
- Coordinates ITSM and compliance issues with department heads and the Board of Trustees as necessary

Information Security Officer:

- Directs the STDC security program to ensure STDC information is properly protected
- Directs internal and external security assessments
- Develops and distributes:
 - security standards
 - The Security Incident Response Procedure
- Directs the implementation of new security architectures and controls
- Directs the STDC security awareness program
- Enforces ITSM compliance through automated and manual controls
- Reviews requests for ITSM exceptions and controls
- Manages the STDC vulnerability management program
- Manages the maintenance and implementation of STDC security systems
- Manages the STDC Incident Response capability, providing emergency response for critical security issues
- Coordinates with STDC departments and System Administrators to ensure security standards are maintained for departmental systems
- Manages risk mitigation activities associated with security assessments and the vulnerability management program
- Carries out all eDiscovery data collection and filtering

IT Security Manual Maintenance:

The Information Officer along with the ITS management Team, and the Board of Directors will review the IT Security Manual on a periodic basis and will disseminate updates. Updates will include changes to existing items or inclusion of new items as needed to address changing technology, and security process improvements.

ITSM Exceptions and Waivers: - STDC intends for security policies to be followed by all users. Although STDC has drafted the security policies with all users and their needs in mind, it is recognized that the security policies will not fit every conceivable situation.

However, STDC intends to monitor and enforce ITSM compliance to the extent possible with current processes and technology. Regardless of the reason, end users do not have the right to violate the IT Security Manual unless an exception or waiver has been requested and approved by the Information Security team and IT Officer.

- Exceptions: - An "exception" refers to a one-time event where the IT Security Manual cannot be followed due to some technical or logistical reason. An example of an exception would be an urgently needed wireless access point to support a conference. In this case, the process of requesting the exception would allow the Information Security team to setup the access point securely, and provide secondary protections for the internal network if necessary.
- ITSM Waivers: - A "waiver" refers to a long-term deviation from the IT Security Manual, usually for technical reasons. Examples of this would be a server that cannot accept mandated security settings due to application incompatibility, or systems that cannot accept current security patches for some technical reason. In both cases, the waiver request provides the opportunity to implement alternative security controls, and possibly additional intrusion monitoring. In most cases, a waiver indicates a less than ideal security situation, and the waiver request allows that situation to be properly managed. Waiver requests are intended for long-term issues where the ITSM cannot be complied with due to technical or operational reasons. All waivers will be evaluated to determine if alternative security measures may be enacted to reduce STDC risk.
- Approval Process: - Exceptions and waivers will be considered on an individual case basis. Where appropriate, a risk assessment will be performed to evaluate the threats, countermeasures, and extenuating circumstances associated with the exception and the impact of the exception on resources and business processes. Requests for exceptions will be made in writing to Information Security team for evaluation and appropriate action.
- Documentation requirements: - Exception and waiver requests can be submitted online using the Security Waiver and Exception form. Requests for security waivers and exceptions must be accompanied by compelling rationale and enough detail to allow the YSU Information Security Officer to make a determination. For a security exception, the time period for the exception must be stated.
- Periodic validation requirements: - Exceptions will have a predetermined time frame for expiration. Compliance will be validated once the exception expires. Waivers represent long-term deviations from the ITSM, and will be validated as agreed when the waiver is granted. A revalidation timeframe will be determined based on the severity of the risk and the nature of the deviation.

Physical Access Control Procedures:

Data Center Physical Access Procedure Visitors if not possessing a key to the computer room must:

- i. Show a photo ID such as a Driver's license
- ii. Sign the visitor's log
- iii. Enter date

- iv. Enter name
- v. Enter time in
- vi. Reason for visiting
- vii. Enter time out when leaving

Physical Access Procedure

Prior to meeting with staff and administration in vendors and visitors are asked to sign in and complete the Sign-In Vendor and Visitor Log. The vendor/visitor will provide name, date, destination office, and time of day on the log sheet.

Key Inventory & Numeric Keypad Procedure

To request a key:

- a. Receive a key request from an employee.
- b. Retrieve a key record card from the Blank Forms/Originals drawer in the file folder labeled "Key Record Card".
- c. Complete a key record card.
- d. Forward the key card to the employee's supervisor for signature.
- e. After the employee's supervisor has signed the card, update the Access database key inventory on the front office shared folder with all pertinent information.
- f. Forward the key record card in Facilities for his signature.
- g. Once the key is made, Facilities will notify the employee. The employee must pick up and sign for the key in Facilities.
- h. Update the key inventory file on the Front Office Shared Folder with the assigned key number. Print one copy and file with office support Staff. Send copy to E-Drive to save.

To return a key(s):

- a. Receive the key (s) from the employee.
- b. Update the memo to Key Control on Return with the necessary information.
- c. Print one copy.
- d. Make a copy of the memo and the key(s) and file the copy with office support Staff.
- e. Mail the original memo and the key(s) to Key Control.

To request a key change or core change:

- a. Receive the change request from the employee (i.e., office location move).
- b. Update the appropriate memo to Key Control.
- c. Print one copy.
- d. Make a copy of the memo and file with office support Staff. Mail the original memo to Key Control.

Computer & Media Disposal Procedure

Computer, electronics, and electronic media disposal is the responsibility of Electronics Maintenance Services (EMS).

Data Cleansing/Wiping/Scrubbing Procedure

When EMS receives equipment that is to be surpluses, redeployed or scrapped that contains

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magnetic or electronic memory, staff are required to perform a 3 pass DOD wipe of functional devices. On nonfunctional equipment, staff will remove the hard drives and wipe them with special equipment. Functional SCSI drives removed from servers are wiped with special equipment. Defective drives are destroyed by drilling. All units are then tagged and marked as data removed. Data Storage Media Procedure used by EMS staff.

INTERNAL AUDIT CHARTER

INTRODUCTION:

Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of the Sindh Transmission & Dispatch Company (Pvt.) Limited. It assists Sindh Transmission & Dispatch Company (Pvt.) Limited in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management and internal control.

ROLE:

The internal audit activity is established by the Board of Directors and Audit Committee. The internal audit activity's responsibilities are defined by the Board as part of their oversight role.

PROFESSIONALISM:

The internal audit activity will govern itself by adherence to The Institute of Internal Auditors' mandatory guidance including the Definition of Internal Auditing, the Code of Ethics and International Standards for the Professional Practice of Internal Auditing. This mandatory guidance constitutes principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of the internal audit activity's performance.

The Institute of Internal Auditors' Practice Advisories, Practice Guides, and Position Papers will also be adhered to as applicable to guide operations. In addition, the internal audit activity will adhere to Sindh Transmission & Dispatch Company (Pvt.) Limited relevant policies and procedures and the internal audit activity's standard operating procedures manual.

AUTHORITY:

The internal audit activity, with strict accountability for confidentiality and safeguarding records and information, is authorized full, free, and unrestricted access to any and all of Sindh Transmission & Dispatch Company (Pvt.) Limited records, physical properties, and personnel pertinent to carrying out any engagement. All employees are requested to assist the internal audit activity in fulfilling its roles and responsibilities. The internal audit activity will also have free and unrestricted access to the Board.

ORGANIZATION:

The Chief Audit Executive will report functionally to the Board and administratively (i.e. day to day operations) to the Chief Executive Officer.

The Board will approve the internal audit charter. Approve the risk based internal audit plan.

Approve the internal audit budget and resource plan. Receive communications from the Chief Audit Executive on the internal audit activity's performance relative to its plan and other matters.

Make appropriate inquiries of management and the Chief Audit Executive to determine whether there is inappropriate scope or resource limitations.

The Chief Audit Executive will communicate and interact directly with the Board, including in executive sessions and between Board meetings as appropriate.

INDEPENDENCE AND OBJECTIVITY:

The internal audit activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content to permit maintenance of a necessary independent and objective mental attitude.

Internal auditors will have no direct operational responsibility or authority over any of the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair internal auditor's judgment.

Internal auditors will exhibit the highest level of professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the board, at least annually, the organizational independence of the internal audit activity.

RESPONSIBILITY:

The scope of internal auditing encompasses, but is not limited to, the examination and evaluation of the adequacy and effectiveness of the organization's governance, risk management, and internal controls as well as the quality of performance in carrying out assigned responsibilities to achieve the organization's stated goals and objectives.

This includes:

Evaluating risk exposure relating to achievement of the organization's strategic objectives.

Evaluating the reliability and integrity of information and the means used to identify, measure, classify, and report such information.

Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.

Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.

Evaluating the effectiveness and efficiency with which resources are employed.

Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.

Monitoring and evaluating governance processes.

Monitoring and evaluating the effectiveness of the organization's risk management processes.

Evaluating the quality of performance of external auditors and the degree of coordination with internal audit.

Performing consulting and advisory services related to governance, risk management and control as appropriate for the organization.

Reporting periodically on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan.

Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the Board. Evaluating specific operations at the request of the Board or management, as appropriate.

INTERNAL AUDIT PLAN:

At least annually, the Chief Audit Executive will submit to senior management and the Board an internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The Chief Audit Executive will communicate the impact of resource limitations and significant interim changes to senior management and the Board.

The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based

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methodology, including input of senior management and the Board. The Chief Audit Executive will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to senior management and the Board through periodic activity reports.

REPORTING AND MONITORING:

A written report will be prepared and issued by the Chief Audit Executive following the conclusion of each internal audit engagement and will be distributed as appropriate. The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provide thereafter by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain an open issues file until cleared. The Chief Audit Executive will periodically report to senior management and the Board on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the Board.

CURRICULUM VITAE

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Personal Details

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Date of Birth: 26 MAY 1959

Nationality: CANADA

Gender: Male

Religion: Islam

Employment History

1. Chief Executive Officer. September 2015 – Till Date
Sindh Transmission & Dispatch Company (Pvt.) Limited
Government of Sindh, Karachi, Pakistan.
2. General Manager – Distribution. 1989 - 2007
K-Electric, Karachi, Pakistan.

Education History

1. Master of Business Administration
Wilfred Laurier University
Waterloo, Ontario, Canada.
2. Master of Arts in Economics & Finance
University of Karachi
Karachi, Pakistan.
3. B.E. Electrical
Mehran University of Engineering & Technology
Jamshoro, Sindh, Pakistan.

SAJJAD AHMED JUNEJO

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Address: F-194/2, Block-5, Parklane, Clifton, Karachi.
Phone #: 0334-3686188; 021-35838484
Email: junejo.sajjad@gmail.com
Date of Birth: July 22, 1988
Religion: Islam
Gender: Male

ACADEMICS

INSTITUTE OF BUSINESS ADMINISTRATION, KARACHI	July 2011
Masters of Business Administration (Finance)	
SZABIST, KARACHI	July 2009
Bachelors of Business Administration (Finance)	
DA PUBLIC SCHOOL PHASE-VIII, DHA, KARACHI	June 2005
A Levels	
AISHA BAWANY SCHOOL, KARACHI	June 2003
O Levels	

PROFESSIONAL EXPERIENCE

SINDH TRANSMISSION & DISPATCH COMPANY 01-Sep-15 – Till date
Wholly owned by Government of Sindh
General Manager (Finance)

- Preparation & Verification of calculations of kWh on monthly basis for invoicing purposes.
- Calculations of monthly payments for invoicing keeping all the aspects tariff into consideration i.e. Capacities, kWh, tariff allowed, Capacity Purchase Price (CPP), Indexations for Debt Component on the basis of KIBOR Rates, Operations & Maintenance Component on the basis of Consumer Price Index (CPI), Insurance Component on the basis of Exchange Rates.
- Working on Tariff Determinations with reference to Transmission Line Industry.
- Preparation, Verification of Application for Tariff Determination by working on Wheeling Tariff Model considering the project costs involved.
- Liaising with Regulatory Authority, NEPRA on behalf of the company for all financial tariff related matters.
- Key member of the Senior Management Team in participating and representing the company on financial matters.
- Managing and maintaining all aspects of Accounting & Finance in the company.
- Preparation of monthly management accounts, half-yearly and annual financial statements of the company.
- Getting external audits, government audits done
- Receivables Management
- Preparation of financial statements analysis for the Board Of Directors and Management
- Knowledge of Energy & Power regulatory compliances along with other financial regulatory bodies.
- Preparation, monitoring and controlling of budget at all levels and budget analysis reports to the Board of Directors and Management
- All tax related matters including income tax, withholding of federal and provincial taxes etc.
- Filing of tax returns
- Dealing show cause/correspondences related matters with FBR and Sindh Revenue Board
- Experience of all aspects of accounting process including journal entries, bank reconciliations till the financial statements
- Preparing and disbursing monthly payroll, deducting and depositing payroll tax, all other payroll payments
- Day to Day payment processing's in the light of BOD budgetary approvals
- Cash management, withholding taxes on payments
- Knowledge of all applicable financial and tax laws including Income Tax Ordinance 2001, GST, SRB etc.

- Responsible for financial affairs of the company being part of the core executive team of the company.
- Coordinating with Board of Directors of the company/Energy Department/Finance Department Government of Sindh regarding preparation of quarterly Budget of the company.
- Preparation of cheques and various payments to employees, vendors, directors etc. in accordance with the budgeted approvals from board of directors.
- Responsible for setting up the finance department of the company and working on designing financial policy of the Company.
- Responsible for maintaining records, administrative matters and also acquiring various procurements in accordance with SPPRA Rules.

PAK BRUNEI INVESTMENT COMPANY

03-Feb-14 – 31-Aug-15

Project Monitoring Officer – Project Monitoring Department

- Monitoring of Special Projects requiring proper vigilance whom financing is provided
- Quarterly Presentations to Strategic Investment Committee members regarding functioning of special projects
- Financial Analysis of Statements
- Managing MIS Reports on daily basis
- Preparing financial analysis reviews for Corporate Banking Division
- Working on developing an Obligor Rating Model for Project Financing Clients

Additionally worked for the incorporation of new subsidiary of the company

'Awwal Modaraba Management Limited'

Assisting CFO & Company Secretary in Board related matters, managing its finances, preparation of Financial Statements and other incorporation related matters.

UNITED BANK LIMITED

08-Apr-13 – 06-Jan-14

Risk Analyst – Basel II Division & Operational Risk

- Preparing MCR (Capital Adequacy Ratio) under Basel II using standardized approach for Market Risk covering Treasury products, International Portfolio and subsidiaries
- Use of SAS, the business analytics and business intelligence software to validate the CAR of the bank
- Preparing Risk Report for higher management

PAK BRUNEI INVESTMENT COMPANY

15-Aug-11 – 05-Apr-13

Credit Risk Analyst – Risk Management Group

- Designed Obligor Rating Model for SME Division
- Presented SME Model to Risk Management Committee members and other Management
- Validating and Amending Obligor Rating Model for Corporate & Commercial Division
- Validating Facility Rating Model for Corporate & Commercial Division
- Preparing MIS Reports for management
- Preparing MIS Report for Watch-list clients on monthly basis
- Monitoring Classified Accounts: Restructured clients and NPLs
- Monitoring breaches for assigned limits: Per Party, Group, Sectoral, Product, Geographical limits
- Monitoring external and internal limits
- Follow up with respective departments on Reviews, Proposals and MIS data
- Reconciling assets portfolio with finance and other departments
- Preparing MCR (Capital Adequacy Ratio) under Basel II using standardized approach for Credit Risk
- Preparing external quarterly regulatory Large Exposures report
- Conducting quarterly regulatory Stress Testing exercise

- Analysis of financial statements / financials projections including Ratio and Cash Flow Analysis
- Analyzing Financial spreads for Obligor Rating Model for Credit Approvals
- Amending Obligor Rating Model for Corporate Clients as per needs
- Preparing credit risk exposure presentations for Risk Management Committee
- Preparing credit risk report for Board of Directors
- Conducted review of Banking Sector for management and Board of Directors
- Reviewing and Prepared ICAAP document for the company
- Designed BASEL II framework (IRB approach) for the company

Pakistan Telecommunication Company Limited (PTCL)

Jul 2010 – Aug 2010

Internee – Revenue Department

- Generating various types of reports from E-Reporting Software for higher management
- Daily updating of Non-Punching cases
- Operating various types of transactions in the Billing & Customer Care (B&CC) software

MCB BANK

Jun 2008 – Jul 2008

Internee – Consumer Credit MIS & Analytics Department

- Maintaining Consumer Visa Card database for analysis purposes by generating various reports
- Maintaining Consumer Auto Loan database for analysis purposes by generating various reports
- Updating and generating various types of reports from Classified Accounting System (CAS) Software for higher management

WORKSHOPS ATTENDED

- Participated in interactive forum on “Value of Diversity in Business Leadership” arranged by Pakistan Institute of Corporate Governance (PICG) Pakistan in affiliation with International Finance Corporation (IFC) and Pakistan Business Council held on September 24, 2018
- Attended Insurance Conceptual Training conducted by Center for Enterprise Risk Management Pakistan (CERM) on April 19, 2018
- Attended “Employment & Labor Law” two days workshop by Themis School of Law on 23rd, 24th Dec 2016
- Attended Institute of Tender Management Workshop on “How to avoid Audit Objections in Public Procurement” on 12th November 2016
- Attended SPPRA two days training workshop on SPP Act 2009 & SPP Rules 2010 Amended 2013 on 14th, 15th July 2016
- Attended ISO 9001:2015 awareness program organized by Global Standards on 16th January 2016
- Attended Element Training Program arranged by Central Depository Company (CDC) of Pakistan Limited held in 2014
- Participated in workshop on “Basel-II & III Implementation in Pakistan – Current Status” arranged by Bankers Development Institute (BDI) held on May 29, 2013
- Participated in workshop on “Basel-II Regulatory Compliance” arranged by Business Solutions held on November 23, 2011

EXTRA-CURRICULAR ACTIVITIES

- Invigilated for British Council GCE Exams and ACCA exams in the year June 2006 and June 2007
- Participation in various Energy Related Events, Conferences, Seminars on behalf of Company

SKILLS AND INTERESTS

- SAP Basic Level
- SAS Beginner Level
- Proficient in using MS Excel, Word & Power Point. Took a Non-Credit Course of MS Excel for Business Managers
- Superior & Sound Interpersonal, Analytical and Research Skills

MUHAMMAD SALEEM SHAIKH	Address	House no. 201, Street No. 35, Khayaban-e-Ittehad Phase VI, DHA, Karachi.
	Telephone	+92-300-8219410
	E-mail	saindino@hotmail.com

POSITION APPLIED FOR
MEMBER POWER SINDH (NEPRA)

CAREER OBJECTIVE

Goal oriented, insightful technical professional with a proven ability to achieve and exceed all individual and collaborative objectives in high pressure environments employed at one of the leading organizations in Pakistan.

PROFESSIONAL AND ACADEMIC EDUCATION

Education	Institute / University / School/ Grade	Awarded in Year
Bachelor of Engineering (B.E in Electrical)	MUET Jamshoro secured A Grade	1990
Intermediate	BISC Sukkur secured A Grade	1984
SSC Science	BISC Sukkur secured A Grade	1982

PROFESSIONAL EXPERIENCE

SINDH TRANSMISSION & DISPATCH COMPANY (PVT) LIMITED
OCT 2016 - PRESENT

General Manager –Technical

- Planning, strategizing and executing overall company's business strategy.
- Maintain and promote safe practices and procedures.
- Directly, and through delegation, coordinates activities required to assure optimum safety and environmental compliance in accordance with established contracts, agreements, policies and applicable regulatory laws and procedures.
- Managing Customer relationships in a positive and professional manner;
 - Be principle interface between the customer and the Company on O&M matters & Co-ordinate outages with the customer
 - Work with the customer on contract negotiations, implementation of new projects and evaluation of project improvements
 - Resolve issues with the customer concerning billings, plant performance, outages and failure to meet expectations and/or contract requirements
 - High customer satisfaction with the Company's services is critically important
- Coordinates all activities under the applicable O&M services contracts, supply agreements, including communication with owner representatives, steam host and regulatory agency representatives.
- Holds responsibility for ensuring the administration of all safety, occupational health and dire protection programs.
- Provides regular feedback and recommendations to senior management on issues and opportunities.
- Maintains effective channels of communication and cooperation among and between site personnel and other departments and divisions in the organization as appropriate.

K-ELECTRIC LIMITED
1992 - 2016

Served in K-Electric Limited for almost 24 years in various departments and key roles and responsibilities include the following:

2010 - 2016	<ul style="list-style-type: none"> Consultant for Transmission Design in AN Square Responsible for preparing the new scheme, BOQs, Price Scheduling, submittals of drawings for Client approval and Implementation of the Schemes. Testing & commissioning, handing over to client and submission of end documentation.
2005 - 2010	<ul style="list-style-type: none"> Transmission Over-head & Under Ground/Grid System Maintenance. Responsible for carrying out maintenance and new erection of over-head 66 kV, 132 kV and 220 kV Transmission lines. Responsible for carrying out operations and maintenance and jointing. Construction of oil-filled and XLPE EHT cables.
2001- 2005	<ul style="list-style-type: none"> Planning: Designing of new schemes for supplying power to Industrial and Commercial consumers. Preparing new schemes for village electrification.
1996 - 2001	<ul style="list-style-type: none"> Sub-station Maintenance: Worked on construction and fault repairing of 11 kV / 440 Volts network. Responsible for carrying out repair works of faulty Transformers & Switchgears and maintenance of L.T panels.
1992 - 1996	<ul style="list-style-type: none"> Billing Industrial (IM Zone): Checking and testing of metering equipment. Evaluating contract load as per connected load for billing purpose. Responsible for checking H.T Bulk supply C.T operated meters.

LEADERSHIP/ ACHIEVEMENTS/ HONORS

- Selected as **Member of the Diplomatic Forum of Pakistan** from 2014-2015.
- Appointed as **Consultant for All Pakistan CNG Association** dealing with the OGRA.
- Life Member/ Consultant of **Karachi Association of Trade & Industry** advising Power sector of Pakistan.
- Presented with a Certificate of Appreciation for "**Top Recovery in Billing**" from K-Electric Limited.
- Participated in various **workshops and trainings** organized by the K-Electric Limited.
- Certificate for successfully completing **Employment Training & Labor Law** (Themes School of Law).
- Acclamation Letter for successful **repair and maintenance of 132 KV filled Cable** from K-Electric Limited.
- Won the Men's Single Badminton Tournament** in 2008 & 2014 organized by **DHA the Beach View Club**.
- Winner in the **Men's Double Badminton Tournament** in 2017-2018 played for the **STDC**.

KEY PROFESSIONAL SKILLS

- Hands on experience on **MATLAB, ETAP and AutoCAD**.
- Excellent communication, interpersonal and staff management skills – Team Player
- Sound presentation / MIS Skills
- Proficient in Microsoft Office

PERSONAL INFORMATION

- FATHER NAME: SAIN DINO SHAIKH.
- CNIC NO: 42301-97413295
- DATE OF BIRTH: 29-09-1964
- MARTIAL STATUS: MARRIED

CURRICULUM VITAE

Personal Details

Name: MUHAMMAD TARIQ SAEED

Address: 91/1, 17th Street, Kh-e-Rahat, Phase-6, DHA, Karachi, Sindh, Pakistan.

Mobile: 0092-300-2135553

E-mail: tariq.saeed91@hotmail.com

Date of Birth: 03 AUG 1962

Nationality: Pakistan

Gender: Male

Religion: Islam

Employment History

1. Senior General Manager – Technical. June 2015 – Till Date
Sindh Transmission & Dispatch Company (Pvt.) Limited
Government of Sindh, Karachi, Pakistan.
2. Deputy General Manager – Transmission. 1992 - 2012
K-Electric, Karachi, Pakistan.

Education History

1. B.E. Electrical
NED University of Engineering & Technology
Karachi, Pakistan.
2. Intermediate (Pre-Engineering)
Adamjee Science College
Karachi, Pakistan.
3. Matriculation (Science)
Gulistan Shah Abdul Latif School.
Karachi, Pakistan.

ANOSHIA ALI

Address	Residence	Bath Island, Clifton, Karachi.
Telephone	Mobile	+92-334-3885430
E-mail	Personal	anoshila@gmail.com

PROFESSIONAL SUMMARY

Results oriented professional with extensive management experience and Interpersonal skills, bringing over 6 years' of experience in audit, accounts & procurement.

PROFESSIONAL AND ACADEMIC EDUCATION

Education	Institute / University / School	Awarded In Year
MBA	Institute of Business Administration	2018
ACCA Member	The Association Of Chartered Certified Accountants (ACCA)	2015
M.Com	HEC Equivalency	2015
BSc (Hons) in Applied Accounting	Oxford Brookes University	2013

PROFESSIONAL EXPERIENCE

SINDH TRANSMISSION & DISPATCH COMPANY

AUG 2017 - CURRENT

Internal Audit & Compliance

- Planning, strategizing and executing overall company's business strategy
- Responsible for overall risk assessment and preparing risk matrix for the company
- Lead, plan, and perform financial and operational audits.
- Evaluating internal control systems and risk management procedures, identifying weaknesses therein and making recommendations to management;
- Ensuring compliance of regulatory bodies like SECP, NEPRA and enforcement of compliance SOPs & programs
- Member of STDC Policy Review Team
- In-house trainer- conducted various trainings pertaining to supply chain, finance & audit

BYCO PETROLEUM

OCT 2014 - OCT 2015

Accounts Payable, Credit Control and Cash Collection

- Handling accounts payable of BOPL
- Fraud investigations to keep control over duplicate claims of funds to avoid duplication of payments.
- Management of collection which includes collection of the entire petroleum marketing division and refinery. It includes managing all the online banking systems as well as the manual drafts systems along with international swift remittances.
- Daily and month end reporting which includes analysis of sales and collection trends, budgeted vs. actual trends, sales and gross margins, depot wise product sale analysis, exchange parity differences & reconciliations.
- Liaising with banks regarding system integration and other issues in order to optimize our processes.
- Credit control- providing credit facility to approved customers and ensuring no order is executed without advance funds received; preparing daily outstanding receivables reports and ensuring recovery on timely basis.

PAKISTAN STATE OIL COMPANY LIMITED

NOV 2012 - SEP 2014

Internal Audit

- Planning and performance of audit of various departments and suggesting improvements to ensure greater transparency and effective utilization of funds.
- Carried out audits of various PSO Terminals and Company Owned Company Operated (COCO) Outlets
- Examined Standard Operating Procedures of various departments and suggested improvement in control procedures to facilitate efficiency and effectiveness in operations
- A member of the Whistle Blowing Unit
- Preparing presentations for the Board Audit Committee
- Special assignments like report on various complains, variance analysis of different departments, profitability analysis, etc.
- Verifying monthly payments made by Accounts Payable department

GENERAL SOAP INDUSTRIES

OCT 2011 - NOV 2012

Marketing Finance (Credit Control & Billing)

- Review Financial feasibility of ongoing and prospective projects
- Credit Management of Industrial customers based on an initial credit risk assessment followed by an ongoing process of credit rationalization and reconciliation
- Preparing Monthly/Quarterly MIS reports
- Monitoring quarterly/ annual performance of business units against their targets
- Liaising with customers, consumer business & marketing department for finance related issues

- Responsible for strategic Procurement involving sourcing and supplier relationship management.

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CIVIL AVIATION AUTHORITY

APR 2011 - SEP 2011

Billing Department

- Preparation of Transactions manually and through data load for Aeronautical Billing
- Maintaining/Reconciling Customer Ledger, GL & Trial balance
- Calculating entries for tax & loss
- Preparation of various reports like outstanding summaries, tax reports

KEY PROFESSIONAL SKILLS

- Strong command over figure work – Accuracy & Analysis
- Excellent communication, interpersonal and staff management skills – Team Player
- Sound presentation / MIS Skills
- On hand practical experience of SAP, Oracle, ACL & TeamMate (Audit software)

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MARIAM HAYAT
Karachi Pakistan
Tel: (+92) 333 3095592
Email: mariamhayat@hotmail.com

CAREER OBJECTIVE:

To excel in corporate world as a competent professional, with highly acquired managerial and entrepreneurial capabilities in an esteemed organization presenting work life challenges and providing opportunities for growth. Particular areas of interest include corporate finance, accountancy, taxation, audit and financial analysis.

ACADEMIC QUALIFICATION:

- | | | |
|---|------|--|
| ▪ CA (Qualified) | from | The Institute of Chartered Accountants of Pakistan 2016 |
| ▪ Chartered Financial Analyst | from | Registered with the Institute of Financial Analyst
(Preparing for level I examination) |
| ▪ Diploma in Fraud & Money Laundering | from | Pakistan Institute of Management March 2019 |
| ▪ Bachelor of Commerce | from | Institute of Business Education in 2009. (Secured 1st Division) |
| ▪ Intermediate in Commerce
(GCE 'A' Level equivalency) | from | Institute of Business Education in 2007.
(Secured 2nd Position in the Board of Intermediate Education, Karachi) |
| ▪ Secondary School Certificate
(GCE 'O' Level equivalency) | from | Aisha Bawany Academy in 2005. |

CAREER HISTORY:

SINDH TRANSMISSION AND DISPATCH COMPANY PRIVATE LIMITED, September 2017 – PRESENT
Sindh Transmission & Dispatch Company (Pvt.) Limited (STDC) is registered with Securities & Exchange Commission of Pakistan (SECP) under Companies Ordinance 1984, wholly owned by Government of Sindh and an ISO 9001, ISO 14001 and OHSAS 18001 certified company, engaged in the business of provision of catering the need of extra high voltage electric power infrastructure.

MEMBER OF WORLD BANK SELECTION COMMITTEE FOR THE TRANSACTION ADVISORY SERVICES FOR SINDH SOLAR ENERGY PROJECT

MAZARS Chartered Accountants & Co. LLC, March 2014 — April 2017

A member firm of MAZARS International is an integrated and independent organization specializing in audit, accountancy, tax, legal and advisory services.

KPMG TASEER HADI & Co. Chartered Accountants, April 2009 — November 2013

A member firm of KPMG International. KPMG is a global network of professional services firms providing Audit, Tax and Advisory services, having 137,000 outstanding professionals working together to deliver value in 144 countries worldwide.

FINANCIAL MANAGEMENT

My experience in the Finance department of the Company has enabled me to develop a comprehensive understanding of the financial management of energy sector. My key responsibilities include:

- Carrying out business and financial modelling and risk assessments
- Collating, preparing and interpreting reports, budgets, accounts, commentaries and financial statements
- Undertaking strategic analysis and assisting with strategic planning
- Collecting, interpreting and reviewing financial information
- Reporting to management and stakeholders, and providing advice how the company and future business decisions might be impacted
- Developing long-term business plans based on financial reports
- Analyzing market trends and competitors

AUDIT AND ASSURANCE

My experience in the Audit and Assurance department of the firm has enabled me to develop a comprehensive understanding of the competitive and regulatory environment of the financial sector and accounting and internal control systems implemented at various organizations. My key responsibilities include:

- Engagement planning based on the understanding of the client's business processes and assessment of business and audit risks, supervision of the engagement, review and finalization, including close liaison with client's management;
- Coordinating with various professionals such as lawyers, actuaries, independent valuers and information technology experts and decision-making in respect of critical reportable matters;
- Assisting clients in preparation of financial statements in accordance with the applicable financial reporting framework including compliance with International Financial Reporting Standards (IFRS), local corporate laws and directives of regulatory authorities;
- Providing ongoing assurance and advisory services to clients regarding compliance with corporate governance laws and regulatory requirements.
- Evaluating internal control systems and risk management procedures, identifying weaknesses therein and making recommendations to management;
- On-the-job training and professional development of staff.

CLIENTS HANDLED:

The most significant corporate clients that have contributed to my professional growth include:

MANUFACTURING: (Muscat, Oman)

- Muscat Steel Industries Company LLC
- Muscat Distribution Company LLC
- Muscat Leading Company LLC
- Muscat Melting Company LLC
- Muscat Leading Plastic Company LLC
- Engine Engineering Company LLC
- Industrial X Ray & Allied Radiographers LLC
- Al Samna Metal Manufacturing Company LLC

BANKS:

- Faysal Bank Limited
- HabibBank Limited
- Askari Bank Limited
- Soneri Bank Limited
- Silk Bank Limited

- Meezan Bank Limited
- Bank Alfalah Limited

HOSPITALS:

- Agha Khan Hospital. Karachi, Pakistan.
- Zia ud din Medical University.

INSURANCE COMPANIES:

- Takaful Pakistan Insurance Limited
- EFU Life Assurance
- AXA Insurance Gulf Bsc- Oman Branch

MUTUAL FUNDS:

- HBL Income Fund
- HBL Money Market Fund
- HBL Asset Allocation Fund
- HBL Pension Fund
- HBL Islamic Pension Fund
- HBL Islamic Fund
- HBL Islamic Income Fund
- Meezan Financial Planning Fund of Funds
- Meezan Sovereign Fund
- Meezan Cash Fund
- KSE Meezan Index Fund
- AlMeezan Mutual Fund
- Meezan Balanced Fund
- Meezan Income Fund
- Meezan Islamic Income Fund

INVESTMENT COMPANIES:

- Pakistan Kuwait Investment Company (Private) Limited
- Pak Oman Investment Company (Private) Limited
- Al Meezan Investment Management Limited
- Arif Habib Investment Management Limited
- Alfalah GHP Investment Management Company Limited
- Nakhal Ahlia Investment Company SAOC (Muscat)

ASSET MANAGEMENT COMPANIES:

- Al Meezan Investment Management Limited
- Arif Habib Investment Management Limited
- Alfalah GHP Investment Management Company Limited

BROKERAGE HOUSES

- Alfalah Securities (Private) Limited
- Arif Habib Securities Limited
- Elixir Securities (Private) Limited
- Falcom Financial Services and Partners SAOC- Muscat

FMCG

- International Toursim Restaurant LLC (Muscat)
- Emirates International LLC (Muscat)

INTERNAL AUDIT

- Faysal Asset Management Company Limited
- Al Shawamikh Oil Services SAOC (Muscat)

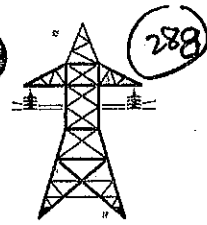
OTHERS:

- Arabian Sea Enterprises Limited
- Marsek Shipping Company Limited
- Saudi Pak Leasing Company Limited
- Zaver Mining (Pvt) Company Limited
- First Habib Modaraba Company Limited

ADDITIONAL INFORMATION:

- **IT Skills:** Completed 90-hour Course of Computer Practical Training (CCPT) recommended by ICAP, experience of using E-audit (KPMG audit tool), Well-versed with MS Office, Auditsoft, SAGE, Tally, FOCUS.
- Hand on experience of Tally, Sage and FOCUS.
- **Interests:** Reading books, watching Cricket and surfing Internet.

MUHAMMAD JUNAID RAO



TRANSMISSION LINE ENGINEER & AWESOME PERSON

(• +923337007050 • junaid.rao@stdc.com)

WHAT'S UP? GET TO KNOW ME A LITTLE MORE!

Hi im an Engineer and self motivated and hard worker, technical expert and working to resolved problems and analyze the project.



WHAT I LOVE TO DO



LOOK FOR
INSPIRATION



ELECTRICAL
SOFTWARE



LISTEN TO
MUSIC



GETTING
CREATIVE



INTERNET
BROWSING



TRAVELING

SOFTWARE

ETAP



MATLAB



MULTISIM



MICROSOFT

OFFICE

AUTO-CAD



EDUCATION



ELECTRICAL ENGINEER
NED UNIVERSITY ENGINEERING & TECH



EXPERIENCE

2014

BAJWA SPINNING MILLS
TRAINEE ENGINEER

2015

SIEMENS
ASSISTANT CO-COORDINATOR

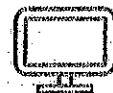
2017

SINDH TRANSMISSION &
DISPATCH COMPANY
TRANSMISSION LINE ENGINEER

SKILLS



LEADERSHIP



GOOD COMPUTER
KNOWLEDGE



CREATIVE



STRATEGIC
PLANNING



GOOD
COMMUNICATOR



TIME
MANAGEMENT



JUNAID RAO



@Junaid.rao

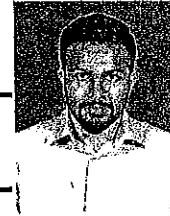


Junaid.rao



@Junaid.rao

Engr. Kazim Abbas



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Address #: Flat No. 29, 2nd Floor, Ishaqabad Trade Centre, Kharadar, Karachi.
Cell #: 0092-310-2603869 & 0092-331-2115312

OBJECTIVE

Join a progressive organization offering ample opportunities for diversified experience, enhancement of professional skills and career growth with potential to raise highest echelon with the help of my education and abilities.

ACADEMIC QUALIFICATION

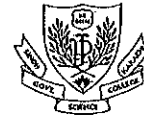
NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

- ◆ B.E. - Electrical Engineering
Year 2016



D J SINDH GOVT. SCIENCE COLLEGE

- ◆ Intermediate (Pre-engineering)
Year 2011



HABIB PUBLIC SCHOOL

- ◆ O - Levels
Year 2009



PROFESSIONAL EXPERIENCE

SINDH TRANSMISSION & DISPATCH COMPANY (PVT.) LTD.



- ◆ Serving as "Electrical Engineer" ~ Feb-2017 to date

Present Assignments:

- ❖ Planning and assisting transmission line maintenance procedures in coordination with Site Staff.
- ❖ Supervision of maintenance procedures under company HSE policy. Ensure that system breakdowns, failures and repairs are addressed promptly.
- ❖ Assessing, designing & planning for new installations and evaluating background information.
- ❖ Compiling and analyzing line losses for better power transmission.
- ❖ Ensure timely / accurate preparation and delivery of reports in compliance with the prescribed policies and guidelines of the company to serve efficiently.
- ❖ Review project specifications and identify technical constraints and requirements.

FINAL YEAR PROJECT AT NED

System Improvement Techniques VIA Smart Grid, Load Flow Analysis and Relay Coordination (Software & Prototype Based)

- ◆ Designing a system with the abilities of self-healing, high reliability & energy department.
- ◆ Study of 11-KV line diagram & distribution system of an area.
- ◆ ETAP used for network's load flow analysis.
- ◆ ETAP for determining the load balancing & solutions of power distribution system.
- ◆ Worked on Interlocking between relays & breakers & their controlling through PLC.
- ◆ Complete study of relay to relay coordination in protection.
- ◆ Worked with different types of relays, breakers & PLC.
- ◆ Build Prototype of main grid & two feeders to show our understanding of relay coordination & load management.

continue to next page

INTERNSHIP**SUI SOUTHERN GAS COMPANY LTD.**

May-2014 to June-2014

- ◆ Experienced the generating system.
- ◆ Field experience in power generating system & maintenance of the head office building.
- ◆ Coordination with different departments.

**SCHNEIDER ELECTRIC PAKISTAN (PVT.) LTD.**

JUNE-2014 TO JULY-2014

- ◆ Experienced the production line management.
- ◆ Observed making of electrical panels & switchgears.
- ◆ Testing of electrical panels & switchgears.

**CERTIFICATION****PAKISTAN INDUSTRIAL TECHNICAL ASSISTANCE CENTRE - PITAC**

April-2017

- ◆ Certificate in Health, Safety and Environment.

Sardar Yasin Malik Professional Development Centre - SYMPDC

January-2019

- ◆ Certificate in Environmental Leadership.

**SOFTWARE SKILLS**

- | | | | |
|--------|---------------|------------|-------------|
| • ETAP | • Code Blocks | • Multisim | • MS Office |
| • PLC | • MATLAB | • Dialux | • AutoCad |

INTERPERSONAL SKILLS

- Analytical skills for solving complex problems with multitasking.
- Excellent communication skills in multicultural environment.
- Decision making skills at need of the hour.
- Project Management skills.
- Ability to work for long hours
- Ex-Captain of the Inter Board Basketball Team.
- Gold-Medalist in representing Karachi (2011) & District South Basketball Teams.
- Runner-Up with Karachi (2010) & NED University (2011) Basketball Teams.

PERSONAL INFORMATION

Father's Name : Ali Asghar
 Date of Birth : 27th February, 1992
 Marital Status : Single
 Religion : Islam
 Languages : Urdu, English & Gujrati
 E-Mail : kazimabbas069@gmail.com

References would be provided on demand

RASHID ALI TUNIO

OBJECTIVE:

Seeking to take up challenging position in the field of Civil Engineering and to work on creative and diversified projects.

PERSONAL INFORMATION:

- NAME : RASHID ALI TUNIO
- FATHER'S NAME: ALI ASGHAR TUNIO
- DATE OF BIRTH : 8th -SEPTEMBER-1988
- GENDER : MALE
- MARTIAL STATUS: MARRIED
- RELIGION : ISLAM
- NATIONALITY : PAKISTANI
- CONTACT# : 0313-3019906
- EMAIL ADDRESS: rashidali_1988@hotmail.com
- ADDRESS: FLATE #A-406, RUFİ PARADISE, BLOCK-18, GULISTAN-E-JOHAR KHI.

ACADEMIC QUALIFICATION:

- BS (Civil Engineering) from Sir Syed University of Engg. & Tech. Karachi in "**First Division**" (Year 2014).
- Passed Inter (Pre-Engineering) in "**A**" **Grade** (Year 2009).
- Passed Matric in "**B**" **Grade** from (Year 2004).

OTHER QUALIFICATION:

- 3 Months English Language Course from DOMINO Karachi.
- 4 months C.I.T (Course in Information Technology) from TECHNOCRAT.

FINAL YEAR PROJECT:

- Construction Management (Planning) of UBL Head Office Building Project using Primavera P6. (PARAGON Constructors Project)

EXPERIENCE/INTERNSHIPS:

- Currently working as an Civil Engineer with **SINDH TRANSMISSION & DISPATCH COMPANY (Pvt.) Limited** on Transmission Line Project from SNPCL, Nooriabad to K-Electric Grid Station KDA Scheme 33 from MAY-08th-2017.
- 1 Year 10 Months experience as a Site Engineer with **GATEWAY CONTRACTOR** Karachi from JULY-1st -2015 to APR-30th -2017.
- 4 Months experience as a Site Engineer with **T.H CONSTRUCTION** on Al-HUDA School Karachi Project from MAR-10th-2015 to JUN-30th-2015.
- 1 Year experience as a Site Engineer with **Al-AZIZ CIVIL CONSTRUCTION** on N.H.S Dalmia Karachi Project from MAR-1st -2014 to FEB-28th-2015.
- 1 month internship at **NATIONAL HIGHWAY AUTHORITY** Project.

COMMUNICATION SKILLS:

- English, Urdu, Sindhi.

REFERENCE:

- Available at request.



PROFILE

High developed skills in creating prints and web designs. Defined as an adaptable, ambitious, self-motivated, confident and down to earth individual combined with a limitless imagination and creative drive. I breathe, eat and live design which makes me a valuable asset to any team.

CONTACT

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EMAIL:

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HOBBIES

Travelling
Internet Surfing
Sports

ADRESSES

Flat No F3 (Farman Heights)
Plot No. 5/11 Near AHBAB -
SWEETS Nazimabad No. 3c
Karachi - Pakistan

SHAHZAD MANSOOR

Information Technology Specialist

EDUCATION

2013 Matriculation
2015 Intermediate
2016 Diploma in Graphic Design
2017 B.com

WORK EXPERIENCE

- Graphic Designer (5 years)
QRT Media & Printing House
- Information Tech Specialist (Till Now)
Sindh Transmission & Dispatch Company

SKILLS

- Freehand 10
- Print Designs
- Web Designs
- Adobe Illustration
- Adobe Photoshop
- 2D Animation
- Logo Designer
- In Pages
- Copywriting

SOFTWARE

- Adobe After Effect Cs6
- Adobe Photoshop Cs6
- Adobe Illustrator Cs6
- Cinema 4d
- 3D Max



FEASIBILITY REPORT ON EVACUATION PLAN FOR JHIMPIR WIND CORRIDOR



**SINDH TRANSMISSION & DISPATCH
COMPANY (PVT) LIMITED**

Report Contents

- 1. Introduction**
- 2. Description of Network**
- 3. Development of Network for upcoming power plants**
- 4. Conclusion**

Appendices

Appendix –1: Plan A – Existing/Proposed Network

Appendix –2: Plan B – Network Reinforcement Proposed by STDC

1. Introduction

In Pakistan, there is big wind power generation potential in the Southern parts of Sindh province, which is not fully tapped as yet. However, now with the efforts of Sindh Energy Department and Alternative Energy Development Board of Pakistan, this sector of power generation has taken an unprecedented stride. A potential of about 50,000 MW has been identified in the wind corridor area of coastal Sindh starting from Gharo-Ketti Bandar up to Jhimpir and upward. There are many entrepreneurs who are coming forward to tap this natural resource of power by building small and big Wind farms in this area.

In order to successfully penetrate large amount of renewable energy, we need to have a strong and stable grid system. There is an abundance of coal power plants in the Southern grid such as Thal Nova, Thar Energy, Engro, HUBCO, Port Qasim etc. Apparently, this amount of conventional generation in Southern grid seems strong enough to absorb the impact of intermittency due to penetration of wind power. But there are other variables as well, like strengths of nodes of connectivity, loading capacity of the transmission lines to evacuate power from Wind Farm area and dynamic response of wind turbine generators and neighboring conventional synchronous generators.

2. Description of Network

The electrical grid in the area is the 500, 220 and 132 kV network that stretches through South of Hyderabad and Jamshoro up to coastal areas of Southern Sindh. Keeping in view the potential of wind in the area, about 40 wind power projects have been studied in detail. Some of them have already been commissioned and some are in construction/planning stages. NTDC has recently constructed Jhimpir-1 220/132kV substation for evacuation of power from most of these wind power projects that have already been constructed. Due to the large number of upcoming WPPs near Jhimpir, NTDC has proposed a new 220/132kV Jhimpir-2 in the area to collect and transmit power from these upcoming wind power plants. This has been made part of the latest transmission expansion plans of NTDC. The sketch of this network after the addition of reinforcements in the area is shown in Appendix-1. In this sketch, all the existing and proposed WPPs in the Jhimpir and Gharo clusters are modeled. Newly proposed 220/132kV substation of Jhimpir-2 is shown connected in loop In-out of the 220 kV Jamshoro – KDA double circuit and Jhimpir-1 – Gharo-New 220 kV single circuit.

Jhimpir-1, 220/132 kV substation (Existing)

There are five loops that are connected with the Jhimpir-1 substation collecting power from 20 WPPs. Details are given below:

First Loop:

- UEPL (100 MW)
- Hartford (50 MW)
- Tapal (30 MW)
- Moro (25 MW)

Second Loop:

- Western Energy (50 MW)
- Shaheen Foundation (50 MW)
- Master (50 MW)
- Sinowell (50 MW)

Third Loop:

- Lootah (50 MW)
- Tricon-A (50 MW)
- Tricon-B (50 MW)
- Tricon-C (50 MW)

Fourth Loop:

- TGF-2 (50 MW)
- TGF-3 (50 MW)
- Hawa (50 MW)
- Jhimpir WPP (50 MW)

Fifth Loop:

- Sachal (50 MW)
- Gul Ahmed (50 MW)
- Metro (50 MW)
- Yunus (50 MW)

Jhimpir-2, 220/132 kV substation (Planned to be commissioned in 2021-22)

Based on the location of the WPPs, two loops (each having 8 WPPs) were proposed to be connected at Jhimpir-2 grid station. The list of WPPs in each loop is provided below:

First Loop:

- ☐ Lakeside (50 MW)
- ☐ Nasda (50 MW)
- ☐ Trans-Atlantic (50 MW)
- ☐ Uni-Energy (50 MW)
- ☐ Iran Pak (50 MW)
- ☐ Artistic (50 MW)
- ☐ Act-2 (50 MW)
- ☐ Cacho (50 MW)

Second Loop:

- ☐ Noor (50 MW)
- ☐ Gul Ahmed (50 MW)
- ☐ Metro-2 (60 MW)
- ☐ Zulaikha (50 MW)
- ☐ Din Energy (50 MW)
- ☐ Indus (50 MW)
- ☐ Shafi Energy (50 MW)
- ☐ DHA-City (50 MW)

The details of the remaining four proposed WPPs is provided below:

- 14 MW Burj WPP connected via loop In-Out of 132 kV Thatta – FWEL-I single circuit
- Norinco (100 MW) and Tricom (50 MW) connected via loop In-out of the 132kV Jhimpir-1 – T.M.Khan 132kV single circuit
- Master Green (50 MW) connected via loop In-out of the proposed Nooriabad – Jamshoro Old 132kV single circuit

3. Development of network for upcoming power plants

As discussed before, an increasing number of sponsors are stepping forward to invest in the energy sector (especially renewable sector) in Jhimpir area. The capacity of Jhimpir-2 substation in the plans of NTDC to come in 2021-22, would be fully consumed once all the above mentioned WPPs are commissioned and there would be no room for evacuation of power from any additional WPP.

Keeping in view the congestion of the local network to accommodate all the upcoming power plants, STDC has come up with a network reinforcement plan in order to strengthen the network by collecting and transmitting power efficiently from all the upcoming wind power plants in the area to large load centers. The proposed plan is attached as Appendix-2.

In this scheme, STDC has proposed to construct a new 220 kV substation at Nooriabad, 220kV substation at Jhimpir area and also one at Gharo. Construction of 220kV substations at Nooriabad, Jhimpir and Gharo will facilitate the evacuation of power from upcoming WPPs after the capacity of NTDC's Jhimpir-2 is fully utilised.

The scheme also shows the network of K-Electric. Maymar, Gadap and Gharo substations will be upgraded from 132kV to 220kV. Similarly 220kV substations would also be constructed at Bahria Town and DHA-City Housing schemes which are large load centers as per load forecast. STDC Nooriabad, STDC Jhimpir and STDC Gharo 220kV substations will be connected to this KE Network using 220kV double circuit to have better system reliability. The conductor preferred would be twin bundled Rail conductor with a thermal rating of 674 MVA per circuit. With this interconnection scheme, the power would be collected and transmitted to the large load center of K-Electric giving relief to the local KE network while maintaining system reliability and stability.

STDC will also lay out guidelines for all the upcoming WPPs in the wind corridor in order to have a stable network. Main points are highlighted below:

- Hybridization of Wind and Solar in wind corridors to have a uniform output throughout the day
- Use of storage batteries with wind farms to address the issue of intermittency. Hence the need of ESS (Energy Storage System) is envitable for stable running of the renewable energy network.
- Use of proper reactive power compensation according to the size of renewable plant to have a better voltage profile of the network
- Compliance to IEEE and IEC Standards.

4. Conclusion

Keeping in view the long term horizon as studied by GOPA, a German consultant of NTDC, a total of **9.4 GW** renewable potential can be availed till 2022. This comprises of 5.5 GW Wind Energy and 3.9 GW Solar PV Energy. The most productive areas are the Jhimpir and Gharo clusters. A strong network and compliance of grid code by all the developers is required to penetrate this amount of energy into the system without compromising system stability and control. STDC, NTDC, K-Electric, HESCO and all the other stakeholders should join hands in making the national grid more stronger and making Pakistan a part of renewable energy revolution.

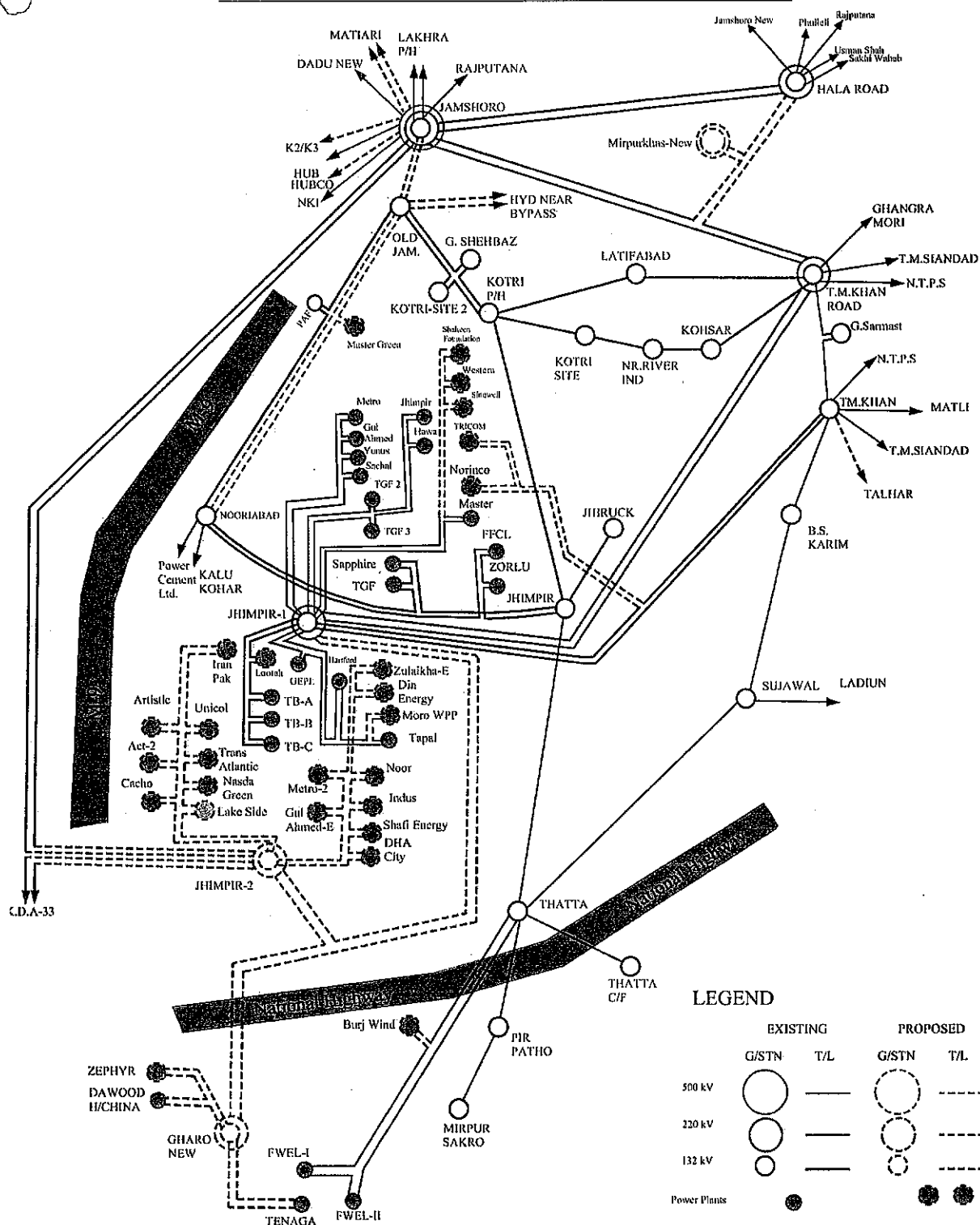
APPENDICES

Appendix - 1

Plan A

Proposed Integrated Scheme of Interconnection for Power Evacuation of Wind Power Projects

301



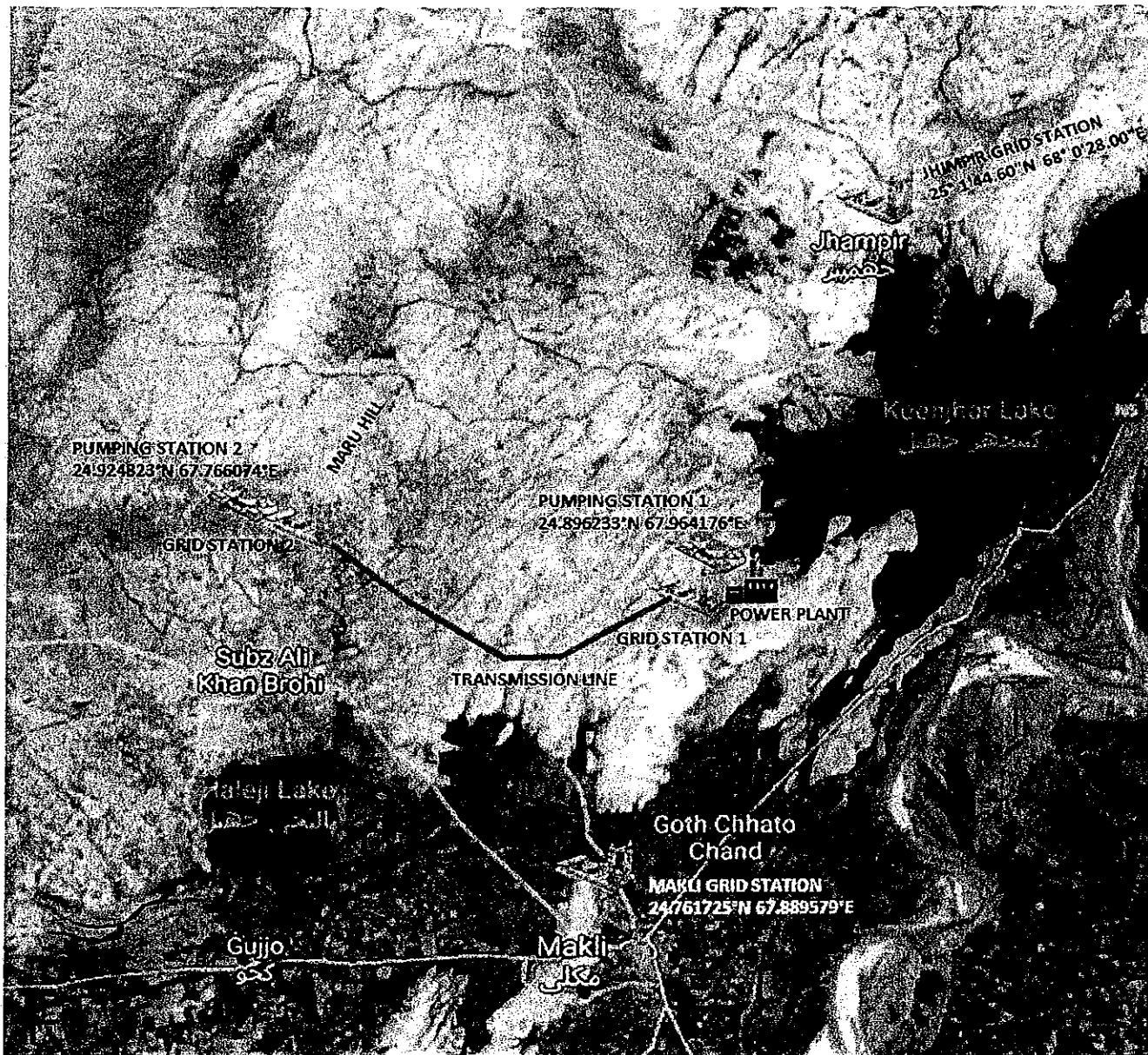
Keeti Bandar Wind Corridor

*The sketch is not to scale and is tentative

Appendix -2



FEASIBILITY REPORT FOR TRANSMISSION OF POWER TO PUMPING STATION 1 & 2 OF K-IV PROJECT OF KWSB FOR WATER SUPPLY TO KARACHI FROM KINJHAR LAKE, JHIMPIR, SINDH



FEASIBILITY REPORT.

Transmission of Power to Pumping Station-1 & Pumping Station-2 of K-IV Project of KWSB for Water Supply to Karachi from Kinjhar Lake, Jhampir, Sindh

1. Introduction

K-IV Project would supply potable water to Karachi from Kinjhar Lake, Jhampir District, Sindh through huge pipelines which would be pumped through Pumping Station-1 and Pumping Station-2 located respectively at Kinjhar Lake & Maro Hills. The tentative loads of PS-1 and PS-2 would be 20 MW and 30 MW respectively requiring a total power supply of 50 MW. A power plant of 50 MW is going to be built to supply power to both the pumping stations, which would be located near or in the same vicinity as of Pumping Station-1. Whereas, for supplying power to PS-2, a 132kV double circuit transmission line of nearly 25 kms would be built from the Power Plant to PS-2. However, the possibility of backup supply through 132 kV double Circuit Transmission Line of nearly 18 kms from NTDC 220 kV/132 kV Jhampir Grid Station (or 132 kV Makli Grid Station of HESCO) to 50 MW Power Plant at Pumping Station-1 will be considered as an optional arrangement if needed at any later stage.

Sind Transmission and Dispatch Co. (Pvt) Ltd. (STDC) being GoS entity is going to construct of 132 kV Transmission Line(s) and 02 terminal Grid Stations one on each end to feed these Pumping Stations. To implement the project STDC is in process of hiring of services of a consultancy firm with experience and a performance track record to undertake the preparation of Base Design, Tender Documents and Supervision of Construction of 132 kV Transmission Line and the terminal Grid Stations on each end for the identified SCOPE OF WORK (SOW) including Design & Supervision of Construction of residences, offices, stores and scrap yard for Operation & Maintenance personnel for STDC grids and transmission line(s).

2. Scope of Services

As per the multiple site surveys carried out by the Technical Wing of STDC, the following 02 Scenarios have been worked out :

Scenario-1: Base Case Scenario (Compulsory):

- a) Tentatively 25kms long 132 kV double circuit Transmission Line from PS-1 to PS-2.
- b) 132 kV Grid Stations at PS-1 and PS-2 to feed the loads of these pumping stations.

Scenario-2: Base Case Scenario plus the following (Optional):

- a) Tentatively 18 km long 132 kV double circuit Transmission Line from PS-1 to existing NTDC 220 kV/132 kV Jhampir Grid Station or HESCO 132 kV Makli Grid Station.

- b) Extension of existing NTDC 220 kV/132 kV Jhimpir Grid Station or HESCO 132 kV Makli Grid Station to provide line bays and other related equipment to connect the line from PS-1.

The Scope of Work for each line segment includes, but not limited to:

Task-A:

1. Following is the scope for Grid Stations at PS-1 and PS-2:
 - a. Base Design and specifications of 132 kV Grid Stations of PS-1 and PS-2, including 132 / MV power transformers, circuit breakers, isolators, CTs, PTs, protection coordination, control, metering and other Grid Station equipment.
 - b. Selection of appropriate medium voltage (MV) suitable to feed the loads of 6 Nos.x2.5 MW 11 kV motors at PS-1 and 6 Nos.x4 MW 11 kV motors at PS-2. Design/specifications of MV switch room including incoming and outgoing cable feeders' panels.
 - c. Civil works and architectural works for Grid Stations.
 - d. Base Design and specifications of extensions in existing remote-end 132 kV NTDC Jhimpir Grid Station or HESCO Makli Grid Station for Scenario-2.
2. Following is the scope for Grid Interconnection Study with existing NTDC Jhimpir Grid Station or HESCO Makli Grid station for Scenario-2.
 - a. Load Flow Study
 - b. Short Circuit Analysis
 - c. System Stability and evaluation of motor starting currents of 2.5 & 4.0 MW pumping motors.
3. For the termination of 132 kV lines at existing NTDC Jhimpir Grid Station or HESCO Makli Grid Station for Scenario-2, following tasks will be carried out:
 - a. Visit of the existing NTDC Jhimpir Grid Station or HESCO Makli Grid Station and make aware of the details of the existing system/facilities. The modification work proposed at the associated grid station shall be compatible with the existing system.
 - b. The existing NTDC Jhimpir Grid Station or HESCO Makli Grid Station site must have provision for installing two additional new bays and relevant electrical equipment to facilitate the provision of Protection, Control, Communication and other associated system.

Task-B:

Following is the scope of Work for 132 kV Transmission Line/s segments for both the Two scenarios.

- a. Line Route Survey for selection of Optimal Route of the 132 kV Transmission Line.
- b. Tower/Insulators design based on local environmental conditions i.e. semi-coastal area, wind load, soil condition, loading calculations, seismic zone calculations etc.
- c. Preparation of Plan & Profile.
- d. Tower Spotting.
- e. Line entry to Grid Stations.
- f. Civil works, tower foundations etc.
- g. Soil Investigation of the selected route of the transmission line.
- h. Preparation of BOQ / Bidding Document of Transmission Line.
- i. Tentative Costing.
- j. Timelines /Project Scheduling.

Task-C:

- a. Design & Supervision of Construction of residences, offices, stores and scrap yard for Operation & Maintenance personnel for STDC grids and transmission line.
Approximately 10 acres land will be required for this purpose.
- b. Sub-consulting of Task-C is permissible. In case of Sub-Consulting, the profile of the nominated consultant/firm shall be shared as part of the Proposal.

Task-D:

- a. Environmental Impact Assessment (EIA) Study for Transmission Line and Grid Stations.
- b. Environmental Impact Assessment (EIA) Study for Construction of residences, offices, stores and scrap yard for Operation & Maintenance personnel for STDC grids and transmission line(s).

Task-E:

- a. Supervision of all the Construction activities & witnessing of testing and commissioning till the energization of proposed 132 kV transmission line(s) and terminal Grid Stations.

BOARD RESOLUTION

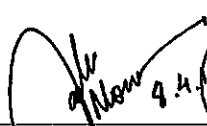
RESOLUTION THROUGH CIRCULATION PASSED BY THE BOARD OF DIRECTORS OF M/S SINDH TRANSMISSION & DISPATCH COMPANY (PRIVATE) LIMITED (THE "COMPANY") ON April 05, 2019

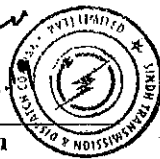
"RESOLVED, that the Company, be and is hereby authorized to file Petition for Transmission License for Provincial Grid Company (the "Petition") including all supporting documents;

FURTHER RESOLVED, that Mr. Rehan Hamid, the CEO, CNIC No. 42301-3150131-1 and Barrister Asghar Khan of M/s Lincoln's Law Chamber, CNIC No.13101-4700865-3, be and are hereby singly and / or jointly authorized (the "Authorized Persons") for and on behalf of the Company to sign all necessary documents, pay necessary fee, appear and file Petitions, Responses, applications and pleadings before the Authority as needed and to do all such acts necessary for processing and completion of this Petition and make such other representations which are required."

CERTIFIED TRUE COPY:

I hereby certify that the above resolutions were duly passed through circulation by the Board of Directors of the Company on April 05, 2019.


Taha Noman Khan
Company Secretary



Sindh Transmission & Dispatch Company (Pvt.) Limited,
3rd Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Karachi, Sindh, Pakistan.
Ph: 021-111-777-832 Email: info@stdc.com.pk Web: www.stdc.com.pk

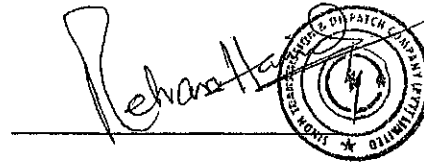
Power of Attorney

Sindh Transmission & Dispatch Company (Pvt.) Limited (the "STDC" or the "Petitioner"),

I, Rehan Hamid, (CEO) of STDC hereby appoint, authorize and constitute M/s Lincoln's Law Chamber through Barrister Asghar Khan, to file, sign, appear, plead and act for us as our advocate(s) in connection with the Petition before NEPRA in the matter of Petition for Transmission License for Provincial Grid Company (the "Petition").

STDC specifically authorized the said Barrister / Advocate or any member of M/s Lincoln's Law Chamber to do all acts and things necessary for the processing, completion and finalization of the Petition with NEPRA.

For and on Behalf of



STDC (Pvt.) Limited

P652047



14 MAR 2019

RUPEES ONE HUNDRED ONLY

FARAZ AHMED STAMP VENDOR
L.No: 160, Shop # 58, SITE Market
Habib Bank Chowrangi, SITE, Karachi

SR. NO. DATE
ISSUED TO WITH ADDRESS MR. **S. Shahid Ali**
THROUGH WITH ADDRESS MR. **Advocate Leg. No. 833**
PURPOSE
VALUE RS. ATTACHED
STAMP VENDOR SIGNATURE
Not Valid for Divorce & Free Will

AFFIDAVIT

BEFORE THE NATIONAL ELECTRIC POWER REGULATORY AUTHORITY

I, Rehan Hamid, do hereby solemnly affirm and declare that the contents of the instant Petition for Transmission License for Provincial Grid Company (the "Petition") and all annexed Documents are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Rehan Hamid
...DEPONENT

Verification:

Verified on oath on this 10th April, 2019, that the contents of the Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Rehan Hamid
...DEPONENT

