



EA Consulting Pvt Ltd
(Formerly Engineering Associates)

EA/777/0842/13

Date: April 18, 2013

To,
Mr. Hassan Ally Memon,
Chief Engineer,
Sindh Coal Authority,
House no. 16, E-Street, behind Zamzama Park,
DHA, Phase V,
Karachi

ENGINEERING
ARCHITECTURE
PROJECT MANAGEMENT

Subject: Re: EOI Ref No. INF-KRY No. 4733/11 dated: 21.12.2011 (Consultancy Services for Detailed Engineering Design and Construction Supervision of 50-cucecs Drainage of Wastewater)

This is with reference to your letter No. SCA-23/TW/CE/247/2013, in which, you have requested to furnish missing aspects of Prequalification Evaluation Report of the project "Construction of 50 Cucecs Drainage of Wastewater and effluent Channel/pipe line from Mining Areas of Thar Coal Field Unit No. 2" as required by SPPRA.

KARACHI
ISLAMABAD
LAHORE
DUBAI
AL AIN

In letter from SPPRA, observation has been made on missing qualifying marks and marks assigned on each criteria and sub criteria etc. It is to inform that there are two criteria i.e. **Evaluation criteria based on Qualification Basis** and **Evaluation criteria based on Yes/No or Pass/Fail**, given in SPPRA own documents "Guidelines/Regulations for Procurement of Works". According to which, Prequalification Evaluation can be done using any of these criterion described in **Clause 2.16** of the said document. The prequalification document was prepared based on SPPRA standard document using **Evaluation criteria based on Yes/No or Pass/Fail** after concurrence of the department. The same Prequalification document has been issued to all intended firms/constructors and prequalification Evaluation Report was prepared as per the criteria given in the prequalification document.

We are confident that the above reply will satisfy SPPRA.

Yours' truly,

For EA Consulting (Pvt.) Ltd.

Alli Asghar,

(Associate, Public Health Engg. Deptt.)

C.C

1. The Secretary to Govt. of Sindh, C&ED Deptt., Karachi.
2. The Director General, Sindh Coal Authority, Karachi.
3. The Manager (Enforcement-II), SPPRA, Karachi.

Send a copy to SPPRA being self explanatory.

[Signature] 22/4
- P. Shahid

Al-9, 15th Lane
Off Khayaban-e-Habib
Phase VII, DHA
Karachi, Pakistan
T +92 21 111 111 584
F +92 21 2584 1825
info@eaconsult.com
www.eaconsult.com



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Date: April 18, 2013

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Chief Engineer,
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ENGINEERING
ARCHITECTURE
PROJECT MANAGEMENT

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In letter from SPPRA, observation has been made on missing qualifying marks and marks assigned on each criteria and sub criteria etc. It is to inform that there are two criteria i.e. Evaluation criteria based on Qualification Basis and Evaluation criteria based on Yes/No or Pass/Fail, given in SPPRA own documents "Guidelines/Regulations for Procurement of Works". According to which, Prequalification Evaluation can be done using any of these criterion described in Clause 2.16 of the said document. The prequalification document was prepared based on SPPRA standard document using Evaluation criteria based on Yes/No or Pass/Fail after concurrence of the department.

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We are confident that the above reply will satisfy SPPRA.

Yours' truly,

For EA Consulting (Pvt.) Ltd.

Ali Asghar,

(Associate, Public Health Engg. Deptt.)

SPPRA INWARD DIARY

No:

10115 EA

Dated:

23/4

- c.c
1. The Secretary to Govt. of Sindh, C&ED Deptt., Karachi.
 2. The Director General, Sindh Coal Authority, Karachi.
 3. The Manager (Enforcement-II), SPPRA, Karachi.

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GOVERNMENT OF SINDH

CONTRACT AGREEMENT

**Consultancy Services for Detailed Engineering Design and
Construction Supervision for 50 Cusecs Drainage of
Wastewater & Effluent Channel / Pipeline from Mining Area of
Thar Coal Field Unit No. 2**

between



**COAL & ENERGY DEVELOPMENT DEPARTMENT
SINDH COAL AUTHORITY**

(Employer - The Procuring Agency)

and



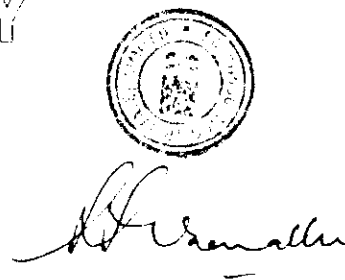
EA Consulting Pvt Ltd

(Formerly Engineering Associates)

Engineering, Architecture & Project Management

Head Office: AL-9, 15th Lane, Khayaban-e-Hilal,
Phase VII, D.H.A., Karachi-75500.

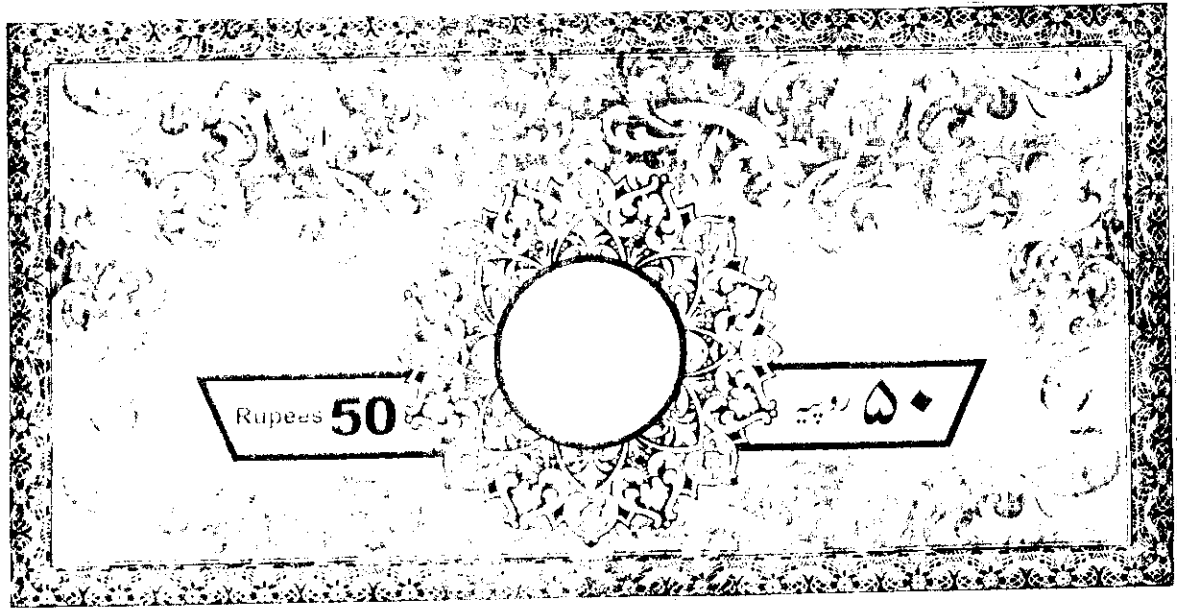
Tel: UAN: 111-111-584, Fax: (021) 3584-1825



June 2012

095802

10



Muhammad Asifullah (Sole Proprietor)

11 JUN 2012

EA Consulting (Pvt) Limited

Contract Agreement

Consultancy Services for Detailed Engineering Design and Construction Supervision for 50 Cusecs Drainage of Wastewater & Effluent Channel / Pipeline from Mining Area of Thar Coal Field Unit No. 2

THIS CONTRACT (hereinafter called the "Contract") is made on the 6th day of June, 2012, by and between Government of Sindh, Coal and Energy Development Department / Sindh Coal Authority (hereinafter called the "Procuring Agency -PA"), having its principal place of business at House No 16, E-Street, behind Zamzama Park, DHA Phase V, Karachi, and M/s. EA Consulting (Pvt) Ltd in association with Spatsol Technologies (hereinafter called the "Consultant") having their principal offices located at AL-9, 15th lane, Khayaban-e-Hital, Phase VII, DHA, Karachi and F-194/4, Block 5 Park Lane, Clifton Karachi-756 respectively.

WHEREAS the PA wishes to have the Consultant performing the services hereinafter referred to and

WHEREAS the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services")
- (ii) The Consultant shall provide the reports as defined in articles 6 7 & 9.5 of TOR attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services
- (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - a) The General Conditions of Contract
 - b) The Special Conditions of Contract
 - c) The following Annexures



Muhammad Asifullah

- Annex A: TOR / Scope of Services including Project Staffing Requirements Project Deliverables

/Reporting Requirements, Facilities during Construction Supervision Phase and Additional Services etc.

- Annex B Cost Estimates for Design and Construction Supervision Phases with list of Personnel and Rates
- Annex C Project Implementation Schedule
- Annex D Project Staff Schedule
- Annex E Minutes of Negotiation Meeting

1. Term The Consultant shall perform the Services during the period commencing from 13th June 2012 and continuing through 12th December 2014 or any other period as may be subsequently agreed by the parties in writing

2. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed **Rs 61,159,616**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant

C. Payment Conditions

Payment shall be made in Pak Rupees no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4

3. Project Administration

A. Coordinator

The PA designates Mr. Abdul Majeed Pathan, Director General (DG) Sindh Coal Authority (SCA) as PA's Coordinator or any other official designated and authorized by DG Sindh Coal Authority (SCA) the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Consultant

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent as instructed by the Coordinator

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter

4. Performance Standard

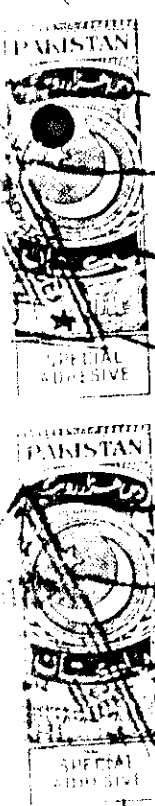
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory

5. Confidentiality

The Consultants shall not, during the term of this Contract and two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA

6. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise prepared by the Consultant for the PA under the



Handwritten signature



Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

Consultant Not to be Engaged in Certain Activities

The Consultant agrees that during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

Assignment

The Consultant shall not assign this Contract or subcontract any portion thereof without the PA's prior written consent.

Law Governing Contract and Language

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

Dispute Resolution

Any dispute arising out of this Contract which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF PA



Signed by: Abdul Majeed Pathan
Title: Director General

Provincial Authority
Ministry of Energy Development Department
Government of Sindh



Signed by: Mansoor Ali Memon

Title: Chief Engineer
Ministry of Coal Authority

FOR AND BEHALF OF CONSULTANT

Signed by:

Title: Director



EA Consulting Pvt Ltd
AL-9-15th Lane Khayaban-e-Hilal
Phase VII DHA Karachi

Witness

Name: Ali Asghar



Title: Head of Public Health Engg Deptt
EA Consulting (Pvt) Ltd, Karachi



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[Handwritten Signature]

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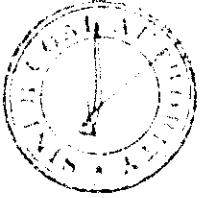
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III SPECIAL CONDITIONS OF CONTRACT

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- Annexure B - Cost Estimate for Design and Construction Supervision
- Annexure C - Project Implementation Schedule
- Annexure D - Project Staff Schedule
- Annexure E - Minutes of Negotiation Committee Meeting



[Handwritten Signature]



GOVERNMENT OF SINDH
SINDH COAL AUTHORITY

No.SCA-23(1)/2011-12
Karachi, 5th June, 2012

To,

✓ M/s. EA Consulting Pvt Limited
AL-9, 15th Lane, Khayaban-e-Hilal
Phase-VII, DHA
Karachi

SUBJECT: LETTER OF ACCEPTANCE
Consultancy Services for Detailed Engineering Design and Construction Supervision for
50 Cusecs Drainage of Wastwater & Effluent Channel / Pipeline from Mining Area of Thar
Coalfield Unit No 2

Your proposal submitted in response to our RFP for the subject project and subsequent contract negotiation meeting held on 25th May, 2012 has been accepted by Coal & Energy Development Department for an amount of Rs 61,159,616/- (Pak Rupees sixty one million one hundred fifty nine thousand six hundred sixteen only).

2. The aforementioned amount is the contract price payable in consideration of the execution and completion of services as prescribed in the contract documents.

3. You are requested to send your authorized representative to the office of the Secretary, Coal & Energy Development Department, Government of Sindh (1st Floor, State Life Building No.3) on 6th June, 2012 at 12:00 noon for execution of formal contract agreement on judicial stamp paper for the value as per statutory requirement of Government of Sindh.

(Abdul Majeed Pathan)
Director General
Sindh Coal Authority



Copy for kind information to:-

- The Additional Secretary, C&ED / Chairman PA's Negotiation Team.
- The P.S. to Secretary, C&ED Deptt. Sindh.
- The Chief Engineer, SCA for favour of information.

Bungalow # 16, "E" Street Askari Villas near Zamzama Park, DHA, Phase-V, Karachi, Pakistan.
Tel: +92-21-99251058 - 99251059, Fax: +92-21-99251038



GOVERNMENT OF SINDH
SINDH COAL AUTHORITY

No.SCA-23(1)/2011-12
Karachi, 6th June, 2012

To,

M/s. EA Consulting Pvt Limited
In association with M/s Spatsol Technologies
AL-9, 15th Lane, Khayaban-e-Hilal
Phase-VII, DHA
Karachi

SUBJECT: Consultancy Services for Detailed Engineering Design and Construction Supervision for 50 Cusecs Drainage of Waste Water & Effluent Channel / Pipeline from Mining Area of Thar Coalfield Unit No.2

Please refer to the Contract Agreement of Consultancy Services for Detailed Engineering Design and Construction Supervision of 50 cusecs Drainage of Waste Water & Effluent Channel / Pipeline from Mining Area of Thar Coalfield Unit No.2 signed between the Sindh Coal Authority and M/s. EA Consulting (Pvt) Limited in association with M/s. Spatsol Technologies on 6th June, 2012.

2. You are hereby notified to proceed with mobilization of your team in accordance with the terms and conditions specified in the contract.

(Abdul Majeed Pathan)
Director General
Sindh Coal Authority

Copy for kind information to:-

- The P.S. to Secretary, C&ED Deptt. Sindh.
- The Chief Engineer, SCA, Karachi.



Bungalow # 16, "E" Street Askari Villas near Zamzama Park, DHA, Phase-V, Karachi, Pakistan.
Tel: +92-21-99251058 - 99251059, Fax: +92-21-99251038



GOVERNMENT OF SINDH
SINDH COAL AUTHORITY

No.SCA-23(1)2011-12
Karachi, May 21, 2012

To.

EA Consulting (Pvt) Ltd.
AL -9, 15th Lane, Off Khayaban-e-Hilal,
Phase VII, D.H.A Karachi- Pakistan.
Tel 021-111-111-585 Fax 021-35841825

Subject: Contract Negotiation for Consulting Services for Detailed
Engineering Design and Construction Supervision of:-

Project: 50 Cusecs Drainage of Waste Water and Effluent Channel/
Pipeline from Mining Area of Thar Coalfield Unit No.2.

This is with reference to your letter no.EA/Bus-Dev/0607/03-12 dated March 15, 2012 through which you had submitted the proposal (technical and financial) for consultancy services mentioned herein above. We are pleased to inform you that consultant selection committee (CSC) of the project after evaluation has ranked your proposal first for the subject contract as mentioned in RFP document issued.

2. You are therefore invited to negotiate for the subject Contract of Sindh Coal Authority / Coal & Energy Development Department -Sindh with the 'PA' on the date and venue mentioned below:

Venue: Committee Room of the Office of the Director General
Sindh Coal Authority

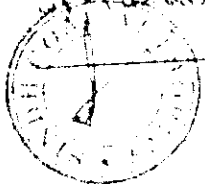
Date: May 24, 2012

Time: 3:00 pm

4. As a prerequisite for contract negotiation, you are advised to confirm the availability of the key personnel / professional staff as per clause 18.1 of RFP document along with acknowledgement of this invitation. Representatives conducting negotiations on behalf of the Consultant must have written Authority to negotiate and conclude the Contract. The draft Contract along with General and Special Conditions is already included in the RFP and you are advised to update the same with reference to subject contract, technical and financial requirements as per RFP / TOR and submit the same to the PA latest by May 23, 2012, 02:00 pm for review and discussion in the Contract negotiation meeting.

Replied vide letter # EA/1174/12
dated May 23, 2012
Further to the letter # EA/1004/12
dated May 23, 2012

1-11- Tawerz
2- Mr. H. Asghar



Bungalow No.16, "E" Street, Behind Zamzama Park, DHA Phase-V, Karachi.
Phones : (92-21) 99251507, 9251058, 9251060, Fax : 251036






GOVERNMENT OF SINDH SINDH COAL AUTHORITY

-2-

The agenda of the contract negotiation meeting shall be as under;

1. Opening remarks:
 - a. Welcome by the Chairperson
 - b. Introduction by the Participants
 - c. Outline protocol for the proceedings by the Chairperson
2. Submission of:
 - a. Written Authorization by the Consultant to negotiate and conclude the contract.
 - b. Copy of the firms' legal certificate of incorporation or establishment.
 - c. Copy of the firms' valid registration with Pakistan Engineering Council.
3. Review and discussions of scope of work / Terms of Reference / Approach and Methodology / reporting requirements.
4. Review and discussion of work plan and personnel schedule.
5. Consultant's Personnel;
6. Counterpart staff and facilities;
7. Equipment;
8. Office, Residential Accommodation & Administrative support;
9. Review of the Consultant's contract, financial terms and conditions,
10. Clarifications of the Consultant's tax liabilities;
11. Commencement of Service; and
12. Miscellaneous (if any)

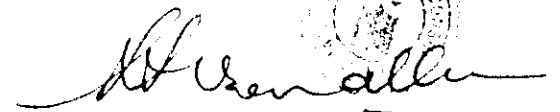
Thank you for your co-operation and support.


Director General
Sindh Coal Authority

Copy forward with compliments to:

1. Secretary to Government of Sindh, Coal And Energy Development
Department Karachi
2. Additional Secretary, Coal and Energy Development Department,
Karachi.
3. Chief Engineer, SCA, Karachi.





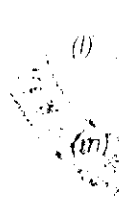
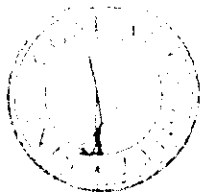
GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, there-under Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the



Services or any part thereof.

- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

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

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

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

2.5 Force Majeure

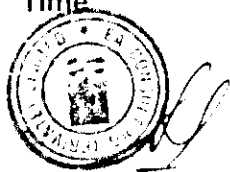
The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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



2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.
- c. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days.



- d. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

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

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Annexure B, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

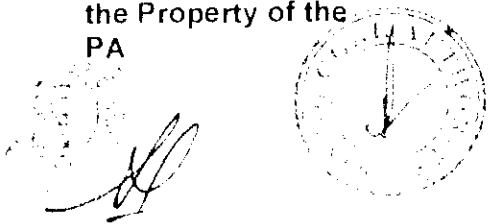
- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Annexure.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Annexure.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such



form and detail as will clearly identify relevant time changes and costs.

- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Annexure B. The Key Personnel and Sub-Consultants listed by title as well as by name in Annexure B are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

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



5. Obligations of the PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Annexure A.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

The consultant has to submit bid security and the performance security at the rate mention in SC.

6.2 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Annexure A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Annexure B.

6.5 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Annexure _____ hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

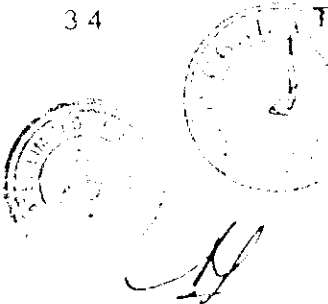


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III. Special Conditions of Contract

- | Number of Clauses | Amendments of, and supplement to, clauses in the general conditions of contract |
|-------------------|---|
| 1.1 | Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 |
| 1.3 | The language is English |
| 1.4 | Procuring Agency: House No.16, E-Street, behind Zamzama Park, DHA, Phase-V, Karachi
Attention: Abdul Majeed Pathan, Director General (DG), Sindh Coal Authority (SCA)
Facsimile: 021-99251038
E-mail: dgsca@yahoo.com
Consultant: EA Consulting Pvt. Ltd, AL-9, 15 th Lane, Khayaban-e-Hilal, Phase-VII, DHA,, Karachi
Attention: Mr. Ali Asghar (Head of PHE Deptt).
Facsimile: 021-35841637
E-mail: ali.asghar@eaworld.com |
| 1.6 | The member in charge is Mr. Ali Asghar EA Consulting Pvt. Ltd. |
| 1.7 | The authorized representatives are:
For the PA Abdul Majeed Pathan, Director General
For the consultant: Mr. Ali Asghar, EA consulting Pvt. Ltd. |
| 1.8 | As per Annexure-E, Minutes of Negotiating Committee Meeting and RFP. |
| 2.2 | The date of the commencement of Services shall be within seven (07) days of signing of the contract. |
| 2.3 | The period of completion of services shall be a). Six (6) months for Design Phase including Pre-construction Activities b). Twenty one (21) months for construction phase. c). Three (3) months for Post construction Phase (DLP) from the Commencement Date of the Services. |
| 3.4 | The risk and the coverage shall be as follows:
(a) Third party liability insurance, with a minimum coverage of PKR 200,000/- per occurrence;
(b) Professional liability insurance, with minimum coverage of PKR 58.379 millions; |



- (c) Employer's liability and worker's compensation insurance in respect of the personnel of the consultant and any sub-consultants, in accordance with the relevant provisions of the Applicable Laws, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; **PKR 600,000/- per occurrence in case of death and PKR 150,000/- in case of injury.**

Insurance against loss of or damage to (i) equipment purchase in whole or in part with funds provided under this Contract, **Full Replacement Cost** (ii) any documents prepared by the Consultant in the performance of the services, **Full cost to be incurred on the reproduction of any such document**

3.7 (b) The consultant shall not use these documents and software for purpose unrelated to this Contract without the prior written approval of the PA.

5.1 *Not Applicable*

6.1 1% bid security submitted with Financial Proposal shall be returned back to the Consultants upon receipt of 5% performance security (in shape of demand draft, pay order or bank guarantee).

6.3 The amount in **Pak Rupees 61,159,616/-**

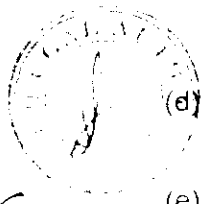
6.5 The accounts for local currency:

SWIFT Address	UNILPKKA
Bank name	United Bank Limited
Branch ID	1620
Account	010-2391-9
Title	EA Consulting (Pvt.) Limited

Payments shall be made according to the following schedule:

A Design Phase

- (a) Fifteen (15) percent of the Design Contract Price shall be paid on the submission of the Inception Report.
- (b) Thirty five (35) percent of the Design Contract Price shall be paid upon submission of tender documents for 50% package (maximum 50% of the contract length).
- (c) Twenty (20) percent of the Design Contract price shall be paid upon submission of tender documents for 100% Contract Packages (completion of 100% contract length).
- (d) Fifteen (15) percent of the Design Contract price shall be paid upon submission of the draft final report.
- (e) Fifteen (15) percent of the Design Contract price shall be paid upon approval of the final report.



B Construction Supervision Phase

Consultants' invoices shall be paid in every month as per the input (remuneration and out of pocket expenses) made during the month

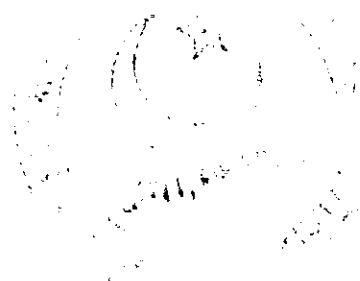
8.2

Disputes shall be settled by complaint Redressal Committee define in SPPR 2010 or through arbitration Act of 1940 in accordance with the following provisions:

The Arbitration shall take place in Karachi.



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Annexure A

TOR / Scope of services including Project
Implementation schedule, Project Staffing
Requirements, Project Deliverables / Reporting
Requirement, Facilities during construction
Supervision Phase and Additional Services etc.



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Terms of Reference

(a) Purpose

Sindh Coal Authority (SCA), Coal and Energy Development Department Government of Sindh, intends to engage Consultants for consultancy services for "Detailed Design and Construction supervision of 50 cusecs drainage of Wastewater and Effluent Channel from Mining Area of Thar Coal Field Block No.2 to the disposal point at a distance of approximately 34.500 Km (after Block No. 9).

(b) Project Area, location and Background

The Thar coalfield is approximately located between Latitudes 24°15'N and 25°45'N and Longitudes 69° 45'E and 70° 45'E in the south eastern part of Sindh Province in the Survey of Pakistan topographic-sheet Nos. 40 L/2,5 and 6. The area is accessible by a 410 kilometers metalled road from Karachi up to Islamkot via Hyderabad-Mirpur Khas-Naukot and Thatta-Badin-Mithi-Islamkot. The rail link from Hyderabad is up to Naukot, which is about 100 kilometers from Islamkot.

Pakistan's Thar Desert contains the largest coal reserves discovered to date, covering an area of 9,000 square kilometers. As a result of wide spread drilling over an area of 9,000 km², a total of 175 billion tons of coal resource potential has been assessed.

These Thar Coal deposits recognized as major energy resource that has the potential to transform Pakistan into self sufficient country in energy sector. Thar Coal Field is indigenous, reliable and comparatively cheap source of power generation which will generate massive economic activities in the country. The hydro-geological studies and bore log geology of Thar Coal field shows the presence of three possible aquifer zones at varying depths:

- (i) Above the coal zone
- (ii) Within the coal zone and
- (iii) Below the coal zone.

In order to initiate mining activity in Thar, there is need of appropriate sized effluent disposal system. It has been assessed that bottom aquifer will involve disposal and pumping of about 25-30 cusecs from a mine of size 6.5 Metric Ton Per Annum (MTPA). In addition, 5-7 cusecs of effluent shall also be generated by power plant of the size of 1000 MW. Thus, it is expected that Thar coalfields require a robust effluent disposal system for disposal of at least 50 cusecs of effluent.

In Thar Coal field area (project area) no infrastructure for drainage and disposal of storm effluent exists. This project is exclusively required for the drainage of effluent which shall be generated by mining activities, therefore essentially required to initiate the mining and power generation activities.

(c) Scope of Services

The scope of consultancy services includes Detailed Topographic Surveys along selected alignment, Soil Investigations, Detailed Engineering Design Preparation of Tender Documents and Construction Supervision

The Consultancy services shall be completed in following two phases

- Phase - I Detailed Engineering Design
- Phase - II Construction Supervision

(d) Phase – I Detailed Engineering Design

The scope of works of phase – I Detailed Engineering Design shall comprise (not limited) to following activities

- a) Reconnaissance survey and initial site visits
- b) Alignment Study
- c) Topographic survey along the selected alignment
- d) Hydrological studies of route of effluent channel / pipeline
- e) Geotechnical investigation
- f) Detailed design of gravity based pipe line and allied works / appurtenances / structures for drainage of effluent in accordance with provisions of applicable engineering standards, other relevant Design Specifications
- g) Environmental Impact Assessment Study
- h) Prepare and submit tender documents, tender drawings, construction drawings and cost estimates and insure that the Tender Documents include specific provisions to minimize disruption / damage to the environment and local settlements due to construction / laying of pipe line
- i) Preparation of land acquisition and utility / infrastructure folder
- j) Prepare PQ Documents for Contractors and assist Client in Prequalification of Contractors, preparation of invitation to Bid, evaluation of Bids received and award of Civil Works as per SPPRS Rules 2010
- k) Assistance in design modification during construction phase

4.1 Reconnaissance Survey

To obtain first hand information of project area, the consultant shall carryout reconnaissance survey of the project area along the identified alignment which was identified during feasibility study.

4.2 Alignment Study

The consultant shall carryout alignment study in order to identify the most suitable alignment for gravity flow of effluent or in order to reaffirm the proposed alignment for disposal of effluent at feasibility stage. To identify the most stable and viable alignment the consultant shall compare the identified alignments on the basis of the following two broad criterions

1. Criterion based on requirements of Engineering Design through gravity flow. However, consultant will be responsible for looking into other suitable options, during alignment study, as considered necessary for selection of a least cost option

2. Criterion based on factors relating to functional, economical, social and environmental qualification of proposed alignment

Due consideration shall be given while finalizing the proposed alignment

1. Following the natural contours
2. Capable to conveyance the effluent through gravity
3. Accessible through existing infrastructure of roads / trails/tacks
4. The minimum damages to local Dug wells and other water resources
5. Keeping the alignment away from the agriculture land as much as possible
6. Least interference with the social setup of the area
7. Minimum social and environmental impacts
8. Socially acceptable

4.3 Detailed Topographic Survey

The consultant shall carryout topographic survey along the alignment in sufficient details to prepare plan and profile drawings of effluent conveyance pipeline. The survey is to depict the existing ground features which include all natural and manmade features that exist on the ground.

4.3.1 Detail of Services

- a) Establishment of permanent control stations at safe and stable locations at suitable interval or as required as per site conditions within ROW limits. The station shall be a concrete marker of approved design. Detailed Description sheet on standard format shall be prepared for each of the temporary and permanent station as shown in figure -1 & 2 below.
- b) Establishment of horizontal control through EDM traversing in the form of closed loop traverse with Survey of Pakistan (SOP) bench mark. The consultant shall establish the control points with the help of dual frequency GPS.
- c) Establishment of vertical control through BM leveling and check leveling using automatic instrument with Survey of Pakistan bench mark or established control points.
- d) Topographical Survey of minimum strip width of 30m i.e. 15 meters on either side of the centre line of the proposed effluent disposal / conveyance line. Centre line of proposed effluent drainage pipe line has to be picked up and marked on topo sheet. Width of corridor may be adjusted by the consultant keeping in view the site conditions and requirement of design.
- e) In built up areas, survey shall extend up to the property line on both sides of the centerline of effluent disposal / conveyance pipeline irrespective of the ROW.limits.



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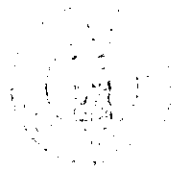
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- f) Where drain, canal or nullah crossings the proposed alignment, minimum of 5 cross sections shall be surveyed in the upstream direction and the same number in the downstream direction. The interval between two consecutive cross sections shall be adjusted as per site conditions. The skew angle between proposed alignment and the alignment of drain or stream shall be marked on the drawing.
 - g) Cross sections at 50m interval in straight reaches and at 25m interval in curved reaches plus at change of slope shall be taken.
 - h) In the case of open drain or water course or road running parallel to the proposed alignment of effluent carrier pipe line, the cross sections survey (Levels) shall be modified accordingly to completely depict the site situation.
 - i) Trees (1 foot diameter and above) located within the ROW of effluent carrier shall be counted and information about their number provided from chainage to chainage on the topo sheet.
 - j) The topo survey data shall be plotted at a suitable scale and Vertical profile at specified scale. This data shall be AutoCAD compatible.

4.3.2 Reference Datum

Survey of Pakistan (SOP) datum shall be adopted as reference datum for the survey, if SOP survey control station is available close to the site area or within about 3Km reach of the site. In case SOP datum is not available the consultant shall establish the control points with the help of dual frequency GPS.

4.3.3 Monumentation

Permanent concrete monuments as shown in figure-1 below shall be established at every Km. Detailed description sheet as shown in figure - 2 below shall be prepared in respect of each of the permanent survey control station. It shall contain free-hand sketch of the station location and description of the mark including final adjusted elevation value and coordinates.



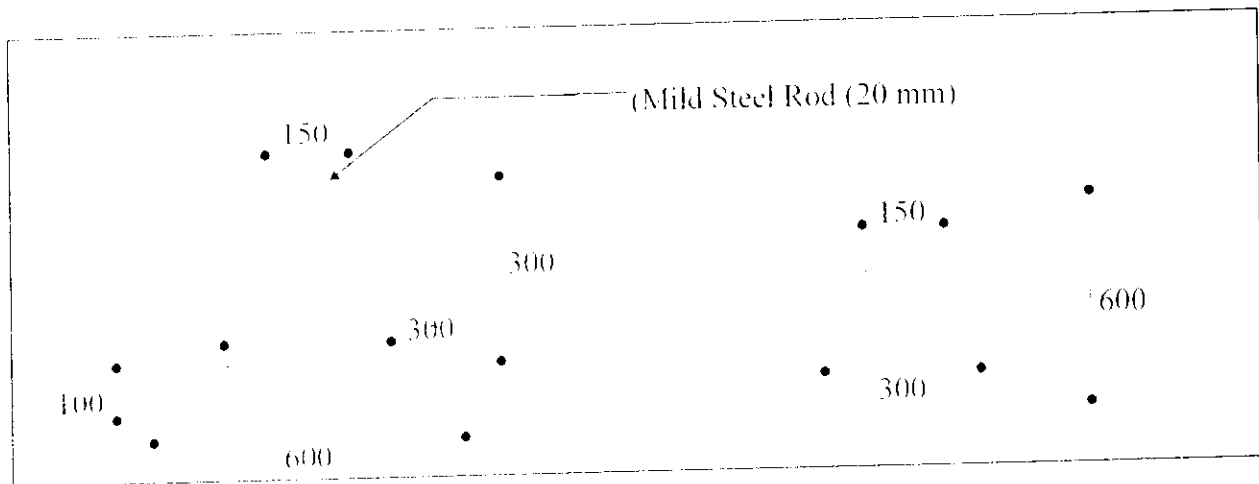


Figure 1 General Sketch of Survey Monument

SINDH COAL AUTHORITY
 GOVERNMENT OF SINDH
SURVEY CONTROL
DESCRIPTION SHEET

Point No.		Date
Coordinates:		
Easting	01	Elevation: M
Northing	01	Projection: SOP Grid/ Plane Grid
Location Description:		

Attached Location Sketch



Scale: 1:1000

Figure 2 Detailed Description Sheet

4.4 Soil Investigation Geotechnical Survey / Soil Investigations

The Consultant shall carry out soil/geotechnical investigations along the proposed alignment of effluent carrier pipeline. Necessary laboratory testing will be carried out to assess the engineering properties of the soil strata for detailed design of component of works. Laboratory testing shall be conducted by reputed laboratories. The result of the sub soil investigation shall be submitted in the form of report.

4.5 Hydrology

The consultant shall carryout hydrological study along the proposed alignment in order to identify the requirements of cross drainage arrangement and to safeguard the effluent conveyance system against erosion due to flood and rainfall runoff. The consultant shall collect the required Meteorological data which shall be analyzed and projected for design life of the proposed effluent conveyance carrier in order to design cross drainage and erosion protection measures.

4.6 Detailed Engineering Design

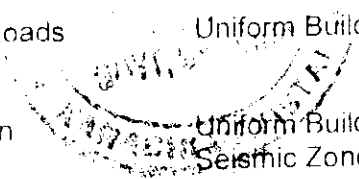
The consultant shall carryout hydraulic design of the effluent drainage pipeline to collect and dispose off effluent safely. Hydraulic design assumptions and criteria shall be established. The design calculation and design criteria shall be presented in design report. For gravity based flow design the consultant shall recommend the appropriate flow formulas for hydraulic design. Selection of suitable Pipe Material and adoption of appropriate values describing the physical properties of the material shall be adopted for design. Suitable velocities shall be assumed to base the hydraulic design, calculation of losses in transit and ultimately most suitable and economical size of pipe. Hydraulic capacity shall be rechecked on the basis of adopted material properties and pipe diameter.

For ease of operation and maintenance manholes shall be proposed at suitable intervals and at every change of direction. In order to optimize the design the consultant shall study and investigate the other options such as adoption closed conduit to follow the natural contours.

Design Standards & Criteria

Following design standard shall be followed

For Pipeline	AWWA, Standard Engineering Practice, manufacturer's specifications etc
For Material & Testing	ASTM, AWWA
a. Structures	A.C.I. Code of Practice (2005 Edition) National Building Code of Pakistan
b. Structure Loads	Uniform Building Codes (UBC)
Seismic Design	Uniform Building Code (UBC) 1997 Edition Seismic Zone Map of Pakistan



- c. Drainage Highway Drainage Guidelines by AASHTO (Latest Edition)
Drainage Manual by United States Department of the Interior Bureau of Reclamation
- d. Materials & testing American Society for Testing of Materials ASTM
- e. Construction Standard Specifications of Manufacturers and other relevant Buildings. UBC and ACI

4.7 Land Acquisition & Utility Infrastructure Report

The Consultant shall identify land and property falling in the Right of way (ROW) to be acquired. The Consultants shall submit ROW plans showing the alignment to facilitate timely action for acquisition of land to define the right of way.

4.8 Environmental Impact Assessment Study

Consultant shall carry out Environmental Studies identifying the adverse effects and their mitigation measures due to construction / laying of pipeline along the alignment.

4.9 Tender documents & BOQ

Tender Documents shall comprise of the following:-

Volume-I

- Instruction of Bidders
- Conditions of Contract (Part-I) (General Conditions)
- Conditions of Contract (Part-II), (Conditions of Particular Application).
- Forms and Appendices

Volume-II

- General Specifications.

Volume-III

- Particular Specifications, Special Provisions and Bills of Quantities.

Volume-IV

- Drawings as per the following detail:
- Cover Sheet.
- Key plan: Province and Project site Indicated.
- Location Plan
- Structural Plans and Design Drawings for structures.
- Horizontal and Vertical Alignment sheets (1:1000, horizontal 1:100 vertical) for proposed alignment.
- Typical Cross-sections
- Miscellaneous Details/ Ancillary Works
- Detail drawing folders of Utilities/Infrastructure for Land Acquisition and removal of all utilities/ infrastructure etc., having all the requisite information.

4.9.1 Technical Specifications

The consultants shall prepare particular specification for the project for specified items not covered in the General Specifications.

4.9.2 Bill of Quantities

Consultant shall prepare comprehensive Bill of Quantities to be calculated to accuracy of +5% encompassing all the items of work, properly cross referenced to the Technical Specifications. Standard format of Bill of Quantities shall be adopted based on General Specifications. The Consultant shall prepare taking off sheets of the quantities and submit to client along with BOQ.

Construction Drawings

The Consultant shall prepare construction drawings (Contract Plans) in a clear, concise and uniform manner in Digital Format using AutoCAD and shall submit final copy of complete drawing after approval to client in PDF format.

5. Pre-Construction Assistance

5.1 Pre-qualification of Construction Contractors

The consultant shall prepare the documents for pre-qualification of construction contractors. The pre-qualification documents shall be finalized keeping in view the general requirements of PPRA and specific project requirements. The document so produced shall assess the construction contractor for:

- ✓ Eligibility including necessary and statutory registrations
- ✓ Work experience of similar nature
- ✓ Technical competence
- ✓ Financial standing
- ✓ Availability of resources required for anticipated quantum of works
- ✓ History of litigation and arbitration

5.2 Prequalification Evaluation

The consultant shall assess the applications received from prospective bidders in response of pre-qualification. Prequalification evaluation report shall be prepared and submitted to Employer to facilitate the finalization of short listing of construction contractors.

5.3 Bid evaluation & Award of Contract (assistance)

After receiving the bid / tenders from the short listed construction contractors, the consultant shall assess the tenders / bids and shall prepare bid evaluation report as per SPPRA Rules 2010 to facilitate the award of construction contract.



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6. Submission of Documents

Inception Report including survey	-	3 copies
Geotechnical Investigation Report	-	3 copies
Hydraulic Report	-	3 copies
Land Acquisition and Utility Infrastructure Folders	-	3 copies
EIA Report	-	3 copies
Draft Design Report	-	3 copies
Final Design Report	-	3 copies
Tender Documents	-	10 copies
Construction Drawings	-	5 Sets
Engineer's Estimate	-	5 copies

Notes: 1. Consultants will provide two additional sets of the tender documents and reports to the Client at a later stage at no extra cost to the Client.

7. Pre-Construction Phase

Pre qualification documents of contactors	-	25 copies
Prequalification Evaluation Report	-	3 copies
Bid Evaluation Report	-	3 copies

8. Time of Start

The services shall be commenced immediately after the signing of the contract agreement or when client instructs the consultants to begin carrying out the services.

9. Construction Supervision

9.1 General

The activities and responsibilities of the Consultant under this element includes but are not limited to the following

9.2 Objectives

The overall objectives of these Terms of Reference are to ensure that high quality construction is achieved in time within the budget allocation and that all work is carried out in full compliance with the approved engineering designs, technical specifications, agreed work schedule, within the terms and conditions of the contract documents and as per sound engineering practices.

9.3 General Duties and Responsibilities of The Consultants

The Consultants shall be designated as "The Engineer / Engineer's Representative" for all civil and ancillary works under the project. The Consultants shall administer the civil works contracts, make engineering decisions, be responsible for quality assurance, material testing, provide general guidance and furnish timely response to the Contractor and Client in all matters relating to the works and ensure that all clauses of the Contract Agreement between the Contractor and the client are implemented judiciously.

The Consultants shall advise the client on all matters relating to the efficient and successful execution of the works and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices.

The consultant shall be responsible for providing qualified professional and supporting staff and all necessary services required for the efficient cost-effective and timely execution of the consultancy services,

9.4 Services

The services of the Supervisory Consultants shall include, but not necessarily be limited to the following:

- a. Review the Contractor's proposed Work Schedule and issue acceptance / rejection / amendments

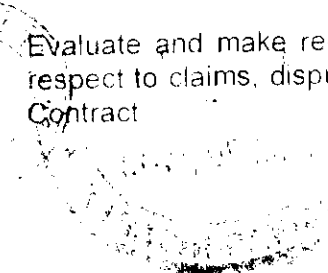
Inform Employer of potential problems which may arise in connection with the construction contract and recommend appropriate solution(s)
- b. That Pipes, Joints, valves, soils and construction materials incorporated into the Works are properly tested and comply with approved specifications
- d. That Works comply with the approved Drawings, Specifications, Work Methodology, sound engineering practices and in accordance with provisions of the Contract Documents
- e. That Contractor complies with the Conditions of Contract with reference to provision of Insurance Guarantees etc.
- f. That all the Works completed are inspected by the Engineer
- g. That quantity measurements and quality control are in full compliance with the stipulations of the Contract.
- h. That the laboratory equipment is in working condition at all times.
- i. Provide timely assistance and directions to the Contractor in all matters relating to the issuance/improvements in drawings / ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- j. Assure quality of the works during construction; continuously inspect the soils and materials, construction operations and the works with regard to workmanship and compliance with the specifications
- k. Evaluate Portland cement Concrete and bituminous mixture designs prepared by the Contractor and recommend improvements (if any) to ensure the desired performance and accord approval thereof.
- l. Assess, maintain and regularly update list of Contractor's construction equipment and ensure that the same complies with the list of equipment submitted by the Contractor with his bid or as per subsequent commitments
- m. Jointly inspect the Works with the Employer and assist in formal handing over and provide a report certifying satisfactory completion of the Works.



- n Where the maintenance period of the construction contract is completed within the validity of the Consultants' contract, carry out maintenance inspection with the Employer and assist in planning of remedial /maintenance Works
- o Assist in early maintenance inspection of those Works completed at the end of the Supervisory Consultants assignment and assist with planning of any remedial works and in the possible supervision for a period of up to Three (03) months after completion of the Works
- p Provide advice on the adequacy of the Contractors' insurance policies, performance bonds, and advance payment guarantees
- q Carry out continuous inspections at the locations where construction activity is in progress
- r Verify the quality of work performed by the Contractor and submit the report thereto including certification for release or otherwise of the Performance Guarantee.
- s Maintain record for materials including their source
- t Maintain records of all warranties required under terms and conditions of the Contract Agreement for materials including their source and equipment accepted and incorporated in the project
- u Establish a comprehensive system of maintaining site records including site correspondence, survey data, inspection records, test data, site data, records of meetings, financial records, progress records etc.
- v Maintaining up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program/Schedule approved by the Employer.
- w Prepare and submit Monthly Progress Reports to the Employer on agreed format
- x Prepare and submit Monthly Contract Administration Report to the client
- y Prepare and submit necessary technical reports and position papers dealing with technical matters arising during the project
- z Prepare and submit monthly contract payment estimates and prepare narrative progress reports including up to date cost estimates
- aa Certify work done for each Interim Payment Certificate
- ab Evaluate and make recommendations for the Employer's actions with respect to claims, disputes, extension of time and other changes in the Contract



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- ac. Respond to the requests made by the client for application of special attention to any area/activity or in other matter, which is deemed important by the Employer
- ad. Assure that the Contractors comply with all the necessary requirements contained in Environmental Mitigation Plan (EMP) and co-ordinate with other concerned agencies / NGO's related to the implementation of the environmental mitigation measures.
- ae. Assist the client for settlement of the Audit Paras pertaining to the project without any restriction such as completion of the Project and without any remuneration to be made separately on this account.
- af. Prepare and submit Interim (Substantial) Completion Report
- ag. Prepare and submit comprehensive final Completion Report (PC-IV) including final project accounts within 90 days after issuance of the Taking Over Certificate by the client

9.5 Deliverables

The consultant will prepare and submit to SCA the following reports

Monthly Progress Reports	5 copies
Monthly Contract Administration Report	5 copies
Quarterly Progress Report	5 copies
Annual Report	5 copies
Substantial Completion Report	5 copies
Project Completion Report (PC-IV) including Final Accounts	10 copies

10. Project Timeline Schedule

- | | |
|--|-----------|
| (a) Design Phase i/c pre-construction activities | 06 Months |
| (b) Construction Phase | 21 Months |
| (c) Post Construction Phase (DLP) | 3 Months |

11. Project Staffing Requirements

The Consultant should provide following personnel in their proposal with the specified input shown against each position.

11.1 Detailed Engineering Design & Pre-construction Services Phase

- i. Team Leader
- ii. Hydraulic Design Engineer
- iii. Structure Design Engineer
- iv. Environmental Engineer
- v. Hydrologist
- vi. Geotechnical Engineer
- vii. Contract Engineer

Man Months of above staff will be estimated by the Consultant. Consulting firms may propose suitable technical and office support staff as per their own assessment



11.2 Construction Supervision Phase

Staff, quantity & man-months are fixed in this phase.

S. No.	Staff Position	Number	Man-Months
1	Team Leader	1	24
2	Resident Engineer	1	21+3 = 24
3	Assistant Resident Engineer	1	21
4	Material Engineer	1	21
5	Contract Engineer	1	15
6	Quantity Surveyor	1	21+3 = 24
7	Inspector of Works	4	84
8	Field Surveyor	4	84
9	Lab Technician	4	84
10	Survey Helpers	8	168
11	Secretary / Office Administrator	1	21
12	Computer Operator & Office Boy	2	48

11.3 Special Extension for Selected Staff during Defect Liability Period

Following staff of the Consultant shall continue their services for a period of three (03) months with intermittent input during Defect Liability Period i.e. 12 months.

Description	Man-months
(1) Team Leader	03
(2) Resident Engineer	03
(3) Quantity Surveyor	03
(4) Computer Operator	03
(5) Office Boy	03

Man months for the selected staff have already been included in their respective position in the above table

12. FACILITIES DURING SUPERVISION CONSTRUCTION PHASE

The Client will provide the following inputs and facilities:

- (i) The Administration facilities in performing the services.
- (ii) Documents related to the project available in the Department / Authority.
- (iii) The Consultant's Team leader (The Engineer) and Contract / Procurement Engineer and his support staff will be stationed at Karachi and their office, including transportation with POL and maintenance will be financed under the Consultancy Contract Agreement.
- (iv) The rental cost for site offices and accommodations / housing for Construction supervision residential staff will be financed through Civil Work Contract.
- (v) The furnishing equipment and running cost of utilities for Consultants supervision staff site offices and housing / accommodations will be financed through Civil Work Contract.
- (vi) Transportation of the Consultants supervision staff with POL and maintenance will be financed through Civil Work Contract.
- (vii) Material testing laboratories (central and field) including furnishing, equipment, their maintenance and utilities will be provided through Civil Work Contract.
- (viii) Survey Equipments including maintenance will be provided through Civil Work Contract.



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Annexure B

Cost Estimate for Design and Construction Supervision Phases with List of Personal and Rates

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FIN - 2

Consultancy Services of Detailed Engineering Design and Construction Supervision for 50 cusecs Drainage of wastewater and Effluent Channel / Pipeline from Mining Area of Thar Coalfield Unit No. 2

SUMMARY OF COSTS

Item	Costs (Rs.)
Cost of Design Services	15,350,000
Cost of Supervision Services	45,809,616

SUMMARY OF COSTS

Item	Costs (Rs.)
Total Costs of Financial Proposal	61,159,616

Note

As agreed in the Contract Negotiation Meeting, the Engineer's Office shall be established in the Consultant's Head Office in Karachi which is located in the vicinity of the Client Office, and the Consultants will not demand / charge any additional amount on this account separately from PA



FIN - 3

BREAK DOWN OF COSTS BY ACTIVITY

Group of Activities (Phase):

Design

Sr. No.	Cost Component	Costs (Rs.)
1	Remuneration	12,570,000
2	Reimbursable Expenses	2,780,000
Sub-total =====>		15,350,000

FIN - 3

BREAK DOWN OF COSTS BY ACTIVITY

Group of Activities (Phase):

Construction Supervision

Sr. No.	Cost Component	Costs (Rs.)
1	Remuneration	45,809,616
2	Reimbursable Expenses	-
Sub-total =====>		45,809,616



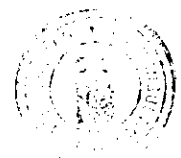
FIN - 4

BREAKDOWN OF REMUNERATION

Group of Activities (Phase):

Design

Sr. No.	Name	Position	Input (Staff- Months)	Staff-Month Rate (Rs.)	Amount (Rs.)
1	Syed Zafar Ali	Team Leader (The Engineer)	6	270 000	1,620,000
2	Ahmed Hadi Shaikh	Hydraulic Design Engineer	3	250 000	750 000
3	Monis Suni	Structural Design Engineer	4	250 000	1,000,000
4	Mubin Haider	Contract Engineer	2	250,000	500,000
5	Samita Nadeem	Environmental Engineer	2	200,000	400,000
6	Neyaz Husain	Geotechnical Engineer	2	200 000	400,000
7	To be named	Quantity Surveyor	6	150,000	900,000
8	To be named	Surveyors	2	200 000	400,000
9	To be named	CAD Operators	12	90 000	1,080 000
10	To be named	Sr. Public Health Design Engineer	12	170,000	2,040 000
11	To be named	Sr. Structural Design Engineer	6	170,000	1,020 000
12	To be named	Jr Engineers	18	120,000	2,160 000
13	To be named	Secretary / Office Administrator	6	50 000	300 000
Total Costs =====>			81		12,570,000



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FIN - 4

BREAKDOWN OF REMUNERATION

Group of Activities (Phase):

Construction Supervision

Sr. No.	Name	Position	Input (Staff-Months)	Staff-Month Rate (Rs.)	Amount (Rs.)
1	Syed Zafar Ali	Team Leader (The Engineer)	24	256,000	6,144,000
2	Shahbaz Baig	Resident Engineer	24	192,000	4,608,000
3	Munawwar Zaman	Assistant Resident Engineer	21	128,000	2,688,000
4	Abdul Rehman Shaikh	Material Engineer	21	128,000	2,688,000
5	To be named	Quantity Surveyor	24	104,000	2,496,000
6	Syed Mobin Haider	Contract Engineer	15	176,000	2,640,000
7	To be named	Inspector of Works (4 Nos.)	84	64,000	5,376,000
8	To be named	Field Surveyor (4 Nos.)	84	64,000	5,376,000
9	To be named	Lab Technician (4 Nos.)	84	44,800	3,763,200
10T	To be named	Survey Helper (8 Nos.)	168	44,800	7,526,400
11T	To be named	Secretary / Office Administrator	21	40,000	840,000
12T	To be named	Computer Operator & Office Boy	48	34,667	1,664,016
Total Costs =====>			618		45,809,616



BREAKDOWN OF REIMBURSABLE EXPENSES

Group of Activities (Phase):

Design

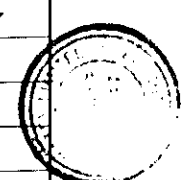
Sr. No.	Description	Unit	Quantity	Unit Cost (Rs.)	Amount (Rs.)
1	Perdiem Allowances	Day	20	2,500	50,000
2	Miscellaneous travel expenses	Trip	10	30,000	300,000
3	Communication Costs	LS			60,000
4	Drafting Reproduction of Reports	LS			200,000
5	Equipment instruments materials supplies etc	LS			100,000
6	Use of Computers Software	LS	Not Charged		
7	EIA Study	LS			720,000
8	Geotechnical Investigation	LS			300,000
9	Topographic Survey	LS			1,050,000
10	Local Transportation Costs	LS	Not Charged		
11	Office Rent Clerical Assistance	LS	Not Charged		
Total Costs =====>					2,780,000

BREAKDOWN OF REIMBURSABLE EXPENSES

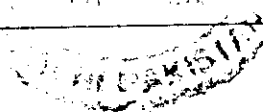
Group of Activities (Phase):

Construction Supervision THIS IS NOT APPLICABLE

Sr. No.	Description	Unit	Quantity	Unit Cost (Rs.)	Amount (Rs.)
1	Perdiem Allowances	Day			
2	International Flights	Trip			
3	Miscellaneous travel expenses	Trip			
4	Communication Costs				
5	Drafting Reproduction of Reports				
6	Equipment instruments materials supplies etc				
7	Shipment of Personnel effects	Trip			
8	Use of Computers Software				
9	Laboratory Tests				
10	Geotechnical Investigation				
11	Local Transportation Costs				
12	Office Rent Clerical Assistance	LS			
13	Training of the PAs Personnel				
14	Any other expenses not covered under above (provide list)	LS			
Total Costs =====>					

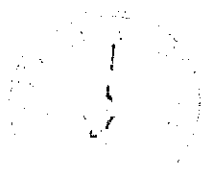


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Annexure C

Project Implementation schedule

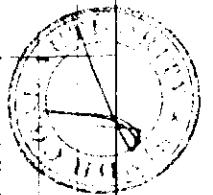


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DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR 50CUSECS DRAINAGE OF WASTEWATER & EFFLUENT CHANNEL / PIPELINE FROM MINING AREA OF THAR COAL FIELD UNIT NO. 2

Consultancy Services for Detailed Engineering Design and Construction Supervision for 50 Cusecs Drainage of Wastewater & Effluent Channel / Pipeline from Mining Area of Thar Coal Field Unit No. 2

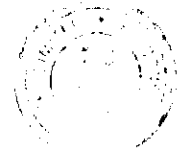
Sl No	Activity	Timeline (Month)																												
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27		
Design Phase												Supervision Phase																		
1	1 Mobilization & Site Preparation																													
2	2 Reconnaissance Survey																													
3	3 Preliminary Survey																													
4	4 Preliminary Utility Survey																													
5	5 Route Alignment Study																													
6	6 Hydrological Study																													
7	7 Hydraulic Studies																													
8	8 Material Investigations																													
9	9 Environmental Assessment																													
10	10 Finalization of Contractors																													
11	11 Topographic Survey																													
12	12 Soil Geotechnical Investigation																													
13	13 Define Allied Works Design																													
14	14 Structural Design																													
15	15 Drainage Design																													
16	16 Drawings Preparation																													
17	17 Preliminary Estimates																													
18	18 Detailed Engineering Design																													
19	19 Tender Documents																													
20	20 Construction Drawings																													
21	21 Land Acquisition Plans																													
22	22 Engineer's Estimate																													



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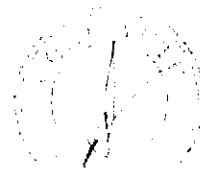
Annexure D

Project staff schedule



Annexure E

Minutes of Negotiation Meeting



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GOVERNMENT OF SINDH
COAL & ENERGY DEVELOPMENT DEPARTMENT
SINDH COAL AUTHORITY

MINUTES OF THE
CONTRACT NEGOTIATION MEETING

BETWEEN NEGOTIATING TEAM OF
 COAL & ENERGY DEVELOPMENT DEPARTMENT / SINDH COAL AUTHORITY

AND CONSULTING FIRM
M/S. EA CONSULTING PVT. LTD.

IN ASSOCIATION WITH
 M/S. SPATSOL TECHNOLOGIES
 HELD ON 25TH MARCH, 2012 AT 1500 HRS AT KARACHI

FOR THE SELECTION OF CONSULTANTS FOR
 DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR

**“CONTRACT - 50 CUSECS DRAINAGE OF WASTE WATER AND EFFLUENT CHANNEL / PIPELINE
 FROM MINEING AREA OF THAR COAL FIELD, UNIT NO.2”**



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MINUTES OF THE

CONTRACT NEGOTIATION MEETING BETWEEN NEGOTIATING TEAM OF COAL & ENERGY DEVELOPMENT DEPARTMENT / SINDH COAL AUTHORITY AND CONSULTING FIRM M/S. EA CONSULTING PVT. LTD. IN ASSOCIATION WITH M/S. SPATSOL TECHNOLOGIES HELD ON 25TH MAY, 2012 AT 1500 HRS AT KARACHI

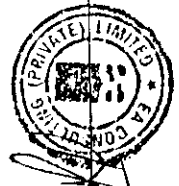
for

THE SELECTION OF CONSULTANTS FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR "CONTRACT: "50 CUSECS DRAINAGE OF WASTE WATER AND EFFLUENT CHANNEL/PIPELINE FROM MINING AREA OF THAR COALFIELD UNIT NO.2"

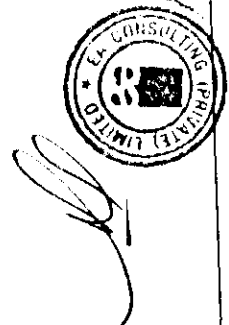
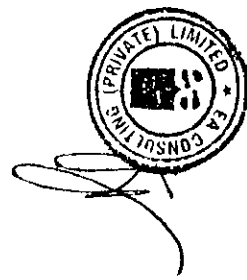
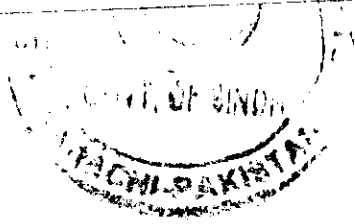
The meeting of the negotiation team of the Coal & Energy Development Department / Sindh Coal Authority & the consulting firm M/s. EA Consulting Pvt. Ltd. in association with M/s. Spatsol Technologies for the consultancy services of the subject contract i.e. "50 Cusecs Drainage of Waste Water and Effluent Channel/Pipeline from Mining Area of Thar Coalfield Unit No.2" was held with recitation from "Holy Quran" in the office of Director General Sindh Coal Authority Karachi. The list of the participants is annexed.

The agenda of the meeting was already provided to the consulting firm by the Procurement Agency (PA) vide letter of invitation for contract negotiation.

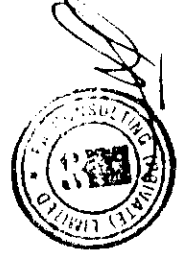
It was decided by the participants to proceed item-wise as per the agenda. The decisions taken in the meeting are tabulated as under:



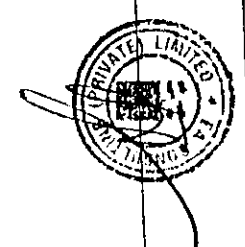
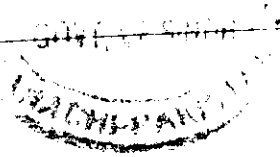
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 1	<p>Opening remarks:</p> <p>a) Welcame by the Chairperson</p> <p>b) Introduction by the Participants</p> <p>c) Outline protocol for the proceedings</p>	Introduction made	Introduction made	<p>The Chairperson welcomed the participants from both sides.</p> <p>The Chairperson briefed and outlined about proceedings of the meeting and emphasized that the same will be carried out item wise as per the agenda already provided to the participants.</p>



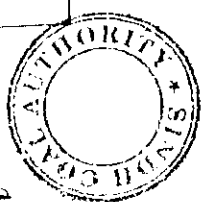
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 2	Submission of a) Written authorization for the negotiating team of the consultants b) Certificate of incorporation or establishment of the firm / company. c) Valid Pakistan Engineering Council registration certificate of the firm.			The consultants Submitted written authorization in favour of Mr. Sohail Abidi, Director of M/s EA Consulting Pvt. Ltd. For negotiating the contract with C&EDD/SCA Team. The consultant's team submitted the requisite certificate of incorporation of the firm. The consultant's team submitted the requisite certificate of Pakistan Engineering Council valid upto 31 st December, 2014



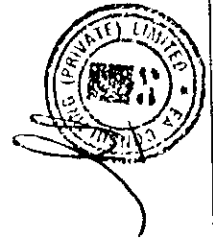
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 3	Review of Scope of work, TOR, Approach / Methodology and reporting requirements	<p>a) The PA has given the TOR / Scope of the assignment in the RFP document. Consultants team is required to review and offer comments, if any, on it and also give brief about their approach/ methodology</p>	<p>a(i) The consultant submitted that they have suggested in their technical proposal (Form Tech-3) "A. Comments and suggestion on the Terms of Reference (TOR), that the time allowed for completion of consultant's services for design phase is 6 months. Keeping in view the considerable length of conveyance system, to be studied, this time line is short. They have therefore suggested a time line of 8 months for completion of the assignment of design phase.</p> <p>a(ii) The consultant submitted that they have commented in their technical proposal (form Tech-3). B. "Comments and suggestion on the counterpart staff and facilities that:</p> <ol style="list-style-type: none"> 1. On field surveys, when survey teams will be in the field, client will be required to arrange security in coordination with local police. 	<p>a(i) After detailed discussion and deliberations and looking to the urgency of take off and completion of the project as per the timelines of the investors, it was decided that the time line of 6 months proposed in the RFP document for the completion of the assignment of the design phase is reasonable and be maintained as per TOR.</p> <p>a(ii) After due deliberations it was decided that:</p> <ol style="list-style-type: none"> 1. The client will facilitate the consultants in coordinating with local police/ administration regarding security concerns.



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Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
		<p>b) Tentative reporting schedule has not been proposed in the technical proposal, which should be done now.</p>	<p>2. Client will need to facilitate authorization and permissions to get information from various agencies. Client's help will also be required in arranging interaction with various stake-holders.</p> <p>b) Inception report will be submitted within 15 days after the receipt of the "Letter of Award" from the PA and the tentative reporting schedule will be incorporated in the inception report.</p>	<p>2. As per TOR.</p> <p>b) Agreed</p>



Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 4	Review of work plan and personnel schedule and formation of contract packages.	<p>a) The PA is of the view that suitable contract packages be formed within the main contract so that the project be completed within the shortest possible time in order to meet the timelines given by the investors. The work plan is to be prepared accordingly.</p> <p>b) Personnel schedule proposed in the technical proposal by the consultants has been reviewed and agreed.</p>	<p>a) The consultants agreed with the point of view of the PA and further submitted that the contract packages should be more than one and that the number and configuration should be decided during the course of the project when the design and cost is evolved.</p> <p>b) Read and agreed</p>	<p>a) Mutually agreed.</p> <p>Mutucily agreed.</p>



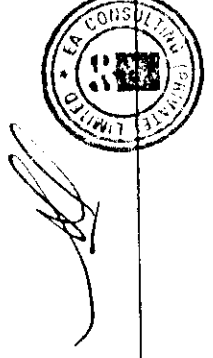
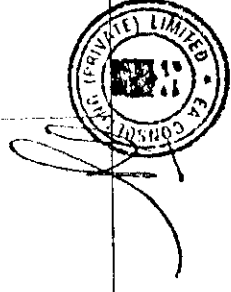
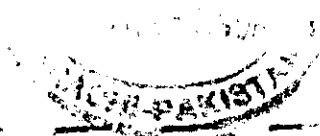
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Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 5	Consultant's Personnel	<p>a) As per Clause-21.1 of the RFP Document, the PA requires assurance / confirmation from the consultants that the professional staff proposed in the technical proposal will be actually available.</p> <p>b) Consultants are required to introduce the participants of the meeting with their team of proposed professionals.</p>	<p>a) Consultants assured/ confirmed the availability of the professional staff proposed in their technical proposal. However the consultants are now proposing an enhancement in the team capacity by replacing their team leader (The engineer) Syed Zafar Ali with Mr. Ali Asghar, who is the head of the PHE department and is the better replacement. His case along with C.V. shall be processed in due course for the approval of the PA.</p> <p>b) The consultants introduced the participants of the meeting with their key persons and further requested the PA to visit their office for meeting their senior management and other staff.</p>	<p>It was decided that the consultants shall move their request for replacement of the team leader (The engineer). The PA will then evaluate the CVs of both the personnel and the replacement request of the consultant will be decided as per clause 21.1 of "Instruction to Consultants" of RFP document.</p> <p>The PA accepted the request of the consultant for visit of their office at some suitable time.</p>



Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 6	Counterpart Staff and facilities	As per TOR	Agreed as per TOR	Mutually agreed as per TOR
Item # 7	Equipments	As per TOR	Agreed as per TOR	Mutually agreed as per TOR

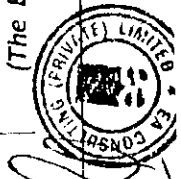
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Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 8	Office Accommodation & administrative support	As per Clause-1.4 para-iii of the data sheet and para-iii under the head of facilities during "Supervision Construction Phase.", it is clearly mentioned that the consultants Team Leader (The Engineer) and Contract / Procurement Engineer and his staff will be stationed at Karachi, and their office and accommodation / housing, furnishing, equipment and running cost of utilities including transportation with POL and maintenance will be financed under the consultancy contract agreement. The consultants M/s. EA Consulting Pvt. Ltd. in their proposal have proposed office accommodation for the Team Leader (The Engineer) and his supporting staff at their head office in Karachi. But they have not priced in their financial proposal, any of the above mentioned facilities of the team leader (The Engineer) and his staff	The consultants explained their point of view requesting cost reimbursement for the Engineer's facilities in Karachi in addition to the bid price.	The PA did not agree with the request of the consultants for cost reimbursement of the Engineer's facilities in Karachi in addition to the bid price, as the PA was of view that this cost of the Engineer's facilities should be the part of the bid price as per clause 1.4 para (iii) of the data sheet of the RFP document. After detailed discussion and deliberation, it was decided that the team leader (The Engineer) and Contract/ Procurement Engineer and his support staff will be stationed at the existing head office of the Consultants at Karachi and their accommodation/ housing, furnishing, equipments and recurring cost of utilities including transportation with POL and maintenance will be charged from the existing head office set up of the consultants and the consultants will not demand/charge any additional amount on this account separately from the PA.



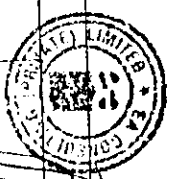
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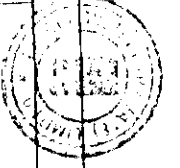
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
		<p>as required in the RFP Document. This as per Clause-17.2 of RFP Document assumed to have been included in the prices of other activities or items and will not be paid separately. The consultant's point of view mentioned in their financial proposal in FIN-2 (Summary of Costs) that the cost of the office space, utilities of The Engineer's Office can be negotiated to mutual agreement, is not considered as per rules/ RFP Document.</p> <p>b) Rest of the facilities and administrative support will be provided by the PA as per TOR.</p> <p>c) The PA wishes that his staff may visit the Consultants head office / Team Leader (The Engineer) office during the course of project implementation to interact and / or examine project related documents and status of the activities as</p>	<p>Agreed as per TOR</p> <p>Agreed</p>	<p>Mutually agreed as per TOR</p> <p>Agreed</p>



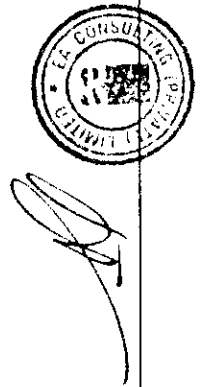
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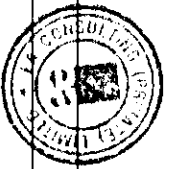
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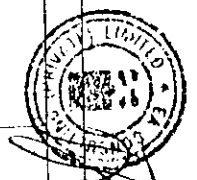
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 9	Review of contract and financial terms and conditions	The PA has prepared the Draft Contract Agreement and financial terms & conditions based on SPPRA Rules, 2010 and the same have been provided to the consulting firms in the RFP Documents. PA invites consultant for review and discussions on the same.	required, by coordinating with the authorized representatives of the consultants	The consultants noted that since more than one package will be involved, the payment terms and their clauses shall have to be reviewed and that they will submit the draft contract at the earliest.



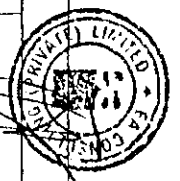
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
Item # 10	Clarification of Consultant's Tax Liabilities	As per para-13.1 of the data sheet and clause-1.8 of general conditions of contract, the consultants are liable to pay all direct or indirect taxes, duties, fees, stamp duty, service charges and other impositions levied under the applicable law, the amount of which is deemed to have been included in the consultancy contract price.	The consultants agreed with the point of view of the PA and further submitted that any additional tax/levy imposed after submission of bid either through new ordinance or through imposition of existing ordinance not enforced upto the time of submission of the bid shall be adjustable by the PA/ client.	After detailed discussion, the PA agreed with the view point of the consultants and it was decided that if any additional tax/levy is imposed by the Government (Federal / Provincial) after submission of the bid either through new ordinance or through imposition of existing ordinance not enforced up to the time of submission of the bid shall be adjusted by the PA / client.
Item # 11	Commencement of Services	PA wishes that the commencement of the services within 07 days of contract signing and award of the contract. Accordingly, the consultants shall mobilize their teams within the above mentioned period.	Agreed	Agreed.



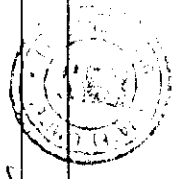
Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
(i)	Miscellaneous, if any, with the permission of the chair. ESCALATION	Sindh Coal Authority / Coal & Energy Development Department is of the view that the estimated consultancy budget / cost shown in the Data Sheet of the RFP Document is for the entire contract period mentioned in the TOR and the consultants have offered their rates looking to the aspects of future escalation etc, during contract period. Hence, no escalation will be allowed during the original contract period of 30 months. However, the escalation may be considered after the expiry of original contract period subject to condition that the extension in the period of consultancy contract is granted on genuine grounds and not on the fault by the consultants.	Agreed	No any escalation / increase in remunerations of the Construction Supervision Staff and other reimbursable expenditure will be allowed during the currency of the original contract period of 30 months. However, the escalation will be considered as per Government policy after the expiry of the original contract period subject to conditions that the extension in the period of Consultancy Contract is granted on genuine grounds and not on the fault by the Consultants.



Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
(ii)	<p>PERFORMANCE SECURITY (5% of the contract cost in form of Pay Order / Demand draft or bank guarantee)</p>	<p>The PA is of the view that, as per Clause-39 of SPPRA Rules, 2010, the PA shall in all procurement of goods, works and services carried out through open competitive bidding require security in the form of Pay Order / Demand Draft and or Bank Guarantee, an amount sufficient to protect the PA in case of breach of contract by the contractor or supplier or consultants, provided that the amount shall not be more than 10% of the contract price. Accordingly, this clause has been included in:</p> <p>I) Para 22.2 of data sheet and instructions to consultants contained in the RFP Document.</p> <p>II) Para 6.1 of General Conditions and Special Conditions of contract requiring the successful consultant to submit performance security in the form of Pay Order / Demand Draft or Bank Guarantee of 5% of contract cost</p>	Agreed	<p>It was decided that the Consultants will submit Performance Security in the form of Pay Order / Demand Draft or Bank Guarantee in the amount of 5% of the Contract cost for the period as mentioned in SPPRA rules 2010.</p>



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Reference of Agenda #	Item of Agenda	Viewpoint of PA/Client	Viewpoint of Consultant	Decision
		<p>All the above documents are as per the SPPRA Rules and have been downloaded from SPPRA website.</p> <p>The above paras are included in the RFP Documents and the consulting firms have submitted their proposals having consideration of these conditions.</p>		

For and on Behalf of the P.A

A. P.

Name: Dr. Abdul Rauf Siddiqui
 Additional Secretary,
 Coal & Energy Development Department/
 Chairman, of the P.A's Negotiating Team

Witness:

[Signature]

Name: Engr. Hassan Ally Memon, Chief Engineer
 Sindh Coal Authority



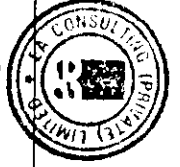
For and on Behalf of the Consultants

[Signature]
 Name: Sohail Abidi
 Director, EA Consulting Pvt. Ltd.
 Karachi





Witness:


[Signature]
 Name: Ali Asghar
 Head of Public Health Engineering Deptt.,
 EA Consulting Pvt. Ltd., Karachi



LIST OF PARTICIPANTS

- 1) DR. ABDUL RAUF SIDDIQUI
ADD: SECRETARY
COAL & ENERGY DEVELOPMENT DEPARTMENT / CHAIRMAN PA's
NEGOTIATING TEAM.
- 2) ENGR. HASSAN ALLY MEMON
CHIEF ENGINEER
SINDH COAL AUTHORITY
- 3) ENGR. HUSSAIN BUX SHAIKH
SUPERINTENDING ENGINEER
SINDH COAL AUTHORITY
- 4) MR. MUHAMMAD FAHEEM KHAN
DIVISIONAL ACCOUNTS OFFICER
SINDH COAL AUTHORITY
- 5) MR. SOHAIL ABIDI
DIRECTOR
EA CONSULTING (PVT.) LTD.
- 6) MR. ALI ASGHAR
HEAD OF PUBLIC HEALTH ENGINEERING DEPTT.
EA CONSULTING (PVT.) LTD.

Hassan Ally Memon

Ali Asghar


Ali Asghar




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Challan No.

National Bank of Pakistan

TR 6

(Treasury Rule 92)

(Treasury / Sub Treasury)

Challan of Cash paid into the

National Bank of Pakistan

at

KARACHI

To be filled by the remitter

To be filled in the Department
Officer of the Treasury

By whom tendered	Name (or designation) and person on whose behalf money is paid	Full Particulars of the remittance and of authority (if any)	Amount	Head Account	Order to the Bank
Name	ASST. SUPERINTENDENT OF STAMPS. KARACHI	SPECIAL ADHESIVE STAMPS COMMERCIAL B-02702	Rs. 103200	Ps.	0271000-0271000
Signature	Total		Rs. 103200		
(in words) Rupees			To be used only in the case of remittance to the Bank through the Department Officer of the Treasury Office		
Received payment (in words) Rupees	Treasurer	Accountant,	Date	Treasury Officer Agent	

EA Consulting

ORIGINAL

CASH RECEIPT
13 JUN 2012
National Bank of Pakistan
City Courts Branch (10289)

Correct - Receive and grant receipt
Signature and full designation of the Officer
Ordering the money to be paid in.





GOVERNMENT OF SINDH SINDH COAL AUTHORITY

No.SCA-23(1)/2011-12
Karachi, dated 08th May, 2012

To,

✓
The Managing Director,
Sindh Public Procurement Regulatory Authority,
Government of Sindh
Karachi.

SUBJECT: CONSULTANCY SERVICES FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR 50 CUSECS DRAINAGE OF WASTEWATER & EFFLUENT CHANNEL / PIPELINE FROM MINING AREA OF THAR COAL FIELD UNIT NO. 2

Request for proposal (RFP) documents were issued to the following Six short listed firms on 24th February 2012 for submitting the Technical & Financial Proposals for the subject work. The last date for submitting the proposals was 16th March, 2012.

MA
13/5/12
8/5

Sr. No.	Name of Firm
1	A. A. Associates
2	Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd.
3	M. M. Pakistan (Pvt.) Ltd.
4	National Engineering Services Pakistan (Pvt.) Ltd. NESPAK
5	Osmani & Company Pvt. Ltd
6	EA Consulting Pvt. Ltd. in association with Spatsol Technologies

2. Out of above six consulting firms, following five firms submitted their proposals and the Consultant's Selection Committee unsealed the proposals on the same date i.e on 16th March 2012 @ 12.00 noon. The Technical proposals were opened for evaluation and the Financial Proposals kept un opened in safe custody.

Sr. No.	Name of Firm
1	A. A. Associates
2	Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd.
3	M. M. Pakistan (Pvt.) Ltd.
4	National Engineering Services Pakistan (Pvt.) Ltd. NESPAK
5	EA Consulting Pvt. Ltd. in association with Spatsol Technologies



GOVERNMENT OF SINDH SINDH COAL AUTHORITY

3. The Consultant's Selection Committee evaluated the Technical Proposals on the basis of criteria given in Request For Proposal (RFP) documents and after detailed discussions, finalized them in its meeting held on 16th April, 2012. Photocopy of "Report on evaluation of Technical Proposals" is attached as annexure "A". As a result of technical evaluation, the scoring and status of the consulting firms is as follows:

Sr. No.	Name of Firm	Marks Obtained	Technical Ranking	Status
1	A. A. Associates	76.92	4	Qualified
2	Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd.	79.68	3	Qualified
3	M. M. Pakistan (Pvt.) Ltd.	Non-responsive (Details are given in Para 4.0)		
4	National Engineering Services Pakistan (Pvt.) Ltd. NESPAK	80.12	2	Qualified
5	EA Consulting Pvt. Ltd. in association with Spatsol Technologies	87.90	1	Qualified

4. The Consultant's Selection Committee considered M.M. Pakistan (Pvt) Ltd as non-responsive in view of reduction in staff input during supervision stage against fixed input as per TOR, which is considered as breach of Para 11.2 of TOR. Details are as under:

Position	Requirement as per TOR		Proposed	
	Qty	Man-Month	Qty	Man-Month
Contract Engineer	1	15	1	7
Inspector of Works	4	84	2	42
Field Surveyor	4	84	2	42
Lab Technician	4	84	1	21
Survey Helper	8	168	4	84

5. According to RFP, minimum technical score required to qualify is 75% points. Four consulting firms have scored more than 75% points and stood technically qualified.

6. After getting approval of the recommendations of the Consultant's Selection Committee from the competent authority, all the above five consulting firms were informed accordingly on 17th April, 2012.



GOVERNMENT OF SINDH SINDH COAL AUTHORITY

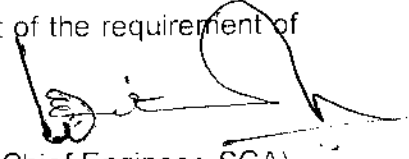
7. The consulting firm M/s. M.M Pakistan (pvt) Ltd. showed their reservations on the decision of declaring them as non-responsive and requested for review & reversal of the decision vide letter No. AQ/AA/KA/BDU/7468, dated 19th April 2012. In response the procuring agency i.e Sindh Coal Authority regretted and informed the consulting firms vide letter dated 19th April 2012, that the decision taken by the Consultant's Selection Committee is as per the RFP requirements issued to them and is maintained. The consulting firm M/s. M.M Pakistan (Pvt) Ltd. were not satisfied from the above reply of Sindh Coal Authority and again requested vide their letter No. AQ/EA/ KM/SMS/BDD/7469 dated 19th April 2012, received on 20th April 2012, for review & reversal of the decision of the Consultant's Selection Committee. Photocopies of letters attached as annexure "B".

8. The above three letters were placed before the Consultant's Selection Committee for discussion in its meeting held on 20th April, 2012. After detailed discussions & deliberations, the Consultant's Selection Committee decided that the complaint of M/s. M.M Pakistan (Pvt) Ltd. be placed before the Complaint Redressal Committee constituted for the purpose as per the Rule 31 of SPPRA 2010, and M/s. M.M Pakistan (pvt) Ltd. be advised to appear before the Complaint Redressal Committee for briefing their point of view.

9. The M/s. M.M Pakistan (Pvt) Ltd. was informed accordingly on 23rd April 2012 to appear before the Complaint Redressal Committee scheduled to be held on 26th April 2012 @ 3.00 PM.

10. The Complaint Redressal Committee in its meeting held on 26th April 2012 heard the view points of both the parties i.e M/s. M.M Pakistan (Pvt) Ltd. (The Complainant) and Sindh Coal Authority, (The Client), relevant officials and has given the decision maintaining the Consultant's Selection Committee's decision. Photocopy of the decision is attached as annexure "C".

This is favour of your kind information and in fulfillment of the requirement of para 31(5) of SPPRA 2010.


(Chief Engineer, SCA)
For Director General
Sindh Coal Authority

C.C for information to:-

1. The Additional Secretary, C&EDD / Chairman CSC.
2. The Director General, Sindh Coal Authority.
3. The Chief Engineer, SCA.
4. P.S to Secretary, C&EDD GOS.

SINDH COAL AUTHORITY

House # 16, "E" Street, Behind Zamzama Park
Phase-V, Defence Housing Authority
Karachi

REPORT ON EVALUATION OF TECHNICAL PROPOSALS**NAME OF ASSIGNMENT**

CONSULTANCY SERVICES FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR 50 CUSECS DRAINAGE OF WASTEWATER & EFFLUENT CHANNEL / PIPELINE FROM MINING AREA OF THAR COAL FIELD UNIT NO. 2

1.0 EVALUATION CRITERIA

The method of Technical Evaluation is based on Quality cum Cost Based Selection (QCBS) with 80% weightage for Technical Proposal and 20% weightage for Financial Proposal (80:20) in accordance with rules specified by the Public Procurement Regulatory Authority (PPRA) for engineering consultancy services.

2.0 SUBMISSION OF PROPOSALS

Following short listed consulting firms / groups submitted their Technical and Financial Proposals in response to SCA letter of invitation.

Sr. No.	Name of Firm
1	A. A. Associates
2	Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd.
3	M. M. Pakistan (Pvt.) Ltd.
4	National Engineering Services Pakistan (Pvt.) Ltd. NESPAK
5	EA Consulting Pvt. Ltd. in association with Spatsol Technologies

3.0 EVALUATION OF TECHNICAL PROPOSAL

The Committee, constituted by Government of Sindh, evaluated the Technical Proposals received from the consulting firms / groups on the basis of criteria given in the Request for Proposal (RFP). As a result of Technical evaluation, the scoring and status of the consulting firms/groups is as follows.

Sr. No.	Name of Firm	Marks Obtained	Technical Ranking	Status
1	A. A. Associates	76.92	4	Qualified
2	Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd.	79.68	3	Qualified
3	M. M. Pakistan (Pvt.) Ltd.	Non-responsive (Details are given in Para 4.0)		
4	National Engineering Services Pakistan (Pvt.) Ltd. NESPAK	80.12	2	Qualified
5	EA Consulting Pvt. Ltd. in association with Spatsol Technologies	87.90	1	Qualified

Detailed Evaluation of Technical Proposals is attached as **Appendix A**.


4.0


M. M. Pakistan (Pvt.) Ltd. is considered non-responsive in view of reduction in staff input during supervision stage against fixed input as per TOR, which is considered as breach of Para 11.2 of TOR. Details are as under:

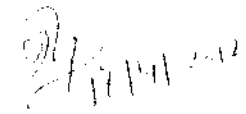
Position	Requirement as per TOR		Proposed	
	Qty	Man-Month	Qty	Man-Month
Contract Engineer	1	15	1	7
Inspector of Works	4	84	2	42
Field Surveyor	4	84	2	42
Lab Technician	4	84	1	21
Survey Helper	8	168	4	84


5.0 According to the RFP, minimum technical score required to qualify is 75% points. Four consulting firms/groups have scored more than 75% points and stand technically qualified; they are EA Consulting Pvt. Ltd. in association with Spatsol Technologies (87.90 points, ranked 1); National Engineering Services Pakistan (Pvt.) Ltd. NESPAK (80.12 points, ranked 2); Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd. (79.68 points, ranked 3) and A. A. Associates (76.92 points, ranked 4).

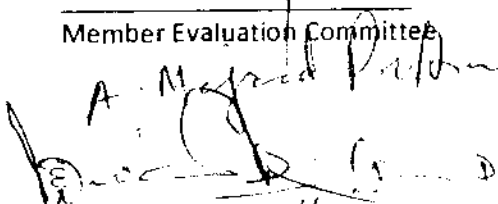
6.0 It is recommended that the four technically qualified consulting firms/groups i.e. EA Consulting Pvt. Ltd. in association with Spatsol Technologies, National Engineering Services Pakistan (Pvt.) Ltd. NESPAK, Techno Consult International in association with Associated Consulting Engineers-ACE Pvt. Ltd. and A. A. Associates may be invited for announcement of Technical score and opening of the financial proposals of these firms.




 Member Evaluation Committee
 (N/Executive A/C/Secy/DA/CS/PS & Devd/Procurement/MS/PT)

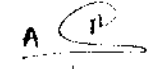

 Member Evaluation Committee
 Bisharuf A. Chome
 Pgr & Dept. Cos


 Member Evaluation Committee
 Aziz Hussain Lashari
 DDD/SCA


 Member Evaluation Committee
 (AKILIAN Bux SHAIKH)
 S.E. - SCA


 Member Evaluation Committee
 A. Majeed Pathan
 Engr Hassan Ali Khan
 Chief Engineer -
 Swidh Canal Authority


 Member Evaluation Committee
 (ZAMIR AHMED SHAIKH)
 Executive Engineer, SCA.

 (Najeeb Ahmad Khan)
 JPN Investigation


 Dr. A. Kamal Baidar
 Additional Secretary
 Chairman / Convener
 Evaluation Committee



MM Pakistan (Pvt) Ltd.

Ref: AQ/AA/KA/BDU/7468
Date: 19th April, 2012

Mr. Abdul Majeed Pathan,
Director General,
Sindh Coal Authority,
House # 16, E-Street, Zamzama Park, D.H.A
Karachi.

✉ Dolmen Estate, 1st Floor, 18-C,
Union Commercial Area,
Shaheed-e-Millat Road Karachi
☎ 021-34543944, 34385312
☎ 021-34524819
✉ khi@mmpakistan.com
🌐 http://www.mmpakistan.com

SUBJECT: CONSULTANCY SERVICES FOR DETAILED ENGINEERING DESIGN AND CONSTRUCTION SUPERVISION FOR 50 CUSECS DRAINAGE OF WASTEWATER & EFFLUENT CHANNEL / PIPELINE FROM MINING AREA OF THAR COAL FIELD UNIT NO. 2

Reference: Your Letter No. SCA-23(1)2011-12 Karachi Dated April 17, 2012

Dear Sir,

We have been informed through your above referred letter that our firm has been declared as non-responsive on ground that we have proposed less man-months of the professional / supporting staff than what has been indicated in the TOR of the RFP. In fact, the proposed rationalized staff months are in the interest of Project / Client reflecting a professional approach. We, therefore have serious reservation on decision of declaring the proposal as non-responsive as it is not a valid reason. Moreover, Clause 13.1 (ii) of the Data Sheet of the Sindh PPRA Standard RFP Document for Selection of Consultant (Copy of the page attached) supports our stance as under:

Quote (emphasis added):

13. Technical Proposal Format and Content

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. **The proposal shall, however, be based on the number of professional staff-months estimated by the firm.**

Unquote

You are therefore requested to please review and reverse your decision so as to give a fair chance of competition to our firm.

Looking forward to a favourable action.

Yours Sincerely,
MM Pakistan (Pvt) Ltd.


Amanullah Qureshi
Advisor Business Development

Encl: as above

- Copy to:
1. The Secretary to Govt. of Sindh, Coal & Energy Development Department.
 2. Addtl. Secretary, Coal & Energy Development Department / Chairman of the Consultants Selection Committee.

Mr. Hassan Meemon (Chief Engineer)

**REQUEST FOR PROPOSALS
DOCUMENT
SELECTION OF CONSULTANTS**



Sindh Public Procurement Regulatory Authority

Send Thero fax of confirm operator Miss. Shaheem at time 5:25 PM

ANNEXURE: B2



**GOVERNMENT OF SINDH
SINDH COAL AUTHORITY**

No. SCA-23(1)/2011-12
Karachi Dated April 19, 2012

Mr. Amanullah Qureshi
Advisor Business Development
M/s MM Pakistan (Pvt.) Ltd.
Dolmen Estate, 1st Floor, 18-C
Union Commercial Area
Shaheed-e-Millat Road, Karachi.

Reference: Your Letter No. AQ/AA/KA/BDu/7468 dated April 19, 2012

Subject: Consultancy Services for Detailed Engineering Design and Construction Supervision for 50 Cusecs Drainage of Wastewater and Effluent Channel / Pipeline from Mining Area of the Thar Coal Field Unit No: 2.

Dear Sir,

We write with reference to your referred letter. We draw your attention to Section 4 (Terms of Reference), Clause 11.2 (Construction Supervision Phase), and page 56. The clause clearly states the "Staff, quantity and man-months are fixed in this phase". This explicit statement is self-explanatory, and being part of the "Terms of Reference", supersedes any conflicting statements elsewhere in the document.

It is also pertinent to note that none of the other bids received in this context contained the error as cited in your technical proposal. It is also pointed out that no other bidders sought clarification on this point during the bidding process, further establishing the fact.

In case of any confusion or need for clarification on this or any other point, all bidders had all opportunity to seek clarification from the authority, an opportunity which regrettably your company chose not to avail.

In light of the above, we regret to inform you that decision taken by the competent authority is maintained.

Yours sincerely,
For **Sindh Coal Authority,**


Abdul Majeed Pathan,
Director General

Copy for information to:

1. Secretary to Government of Sindh, Coal and Energy Development Department.
2. Additional Secretary, C&EDD/Chairman of the CSC for information.

3. *Abdul Majeed*

ANNEXURE: B3

MM Pakistan (Pvt) Ltd.

3-D Daman Estate, 1st Floor, 18-C,
 Under Commercial Area,
 Sindh Road, Malir Road Karachi
 Phone: 37323111-13*2
 Fax: 37323111
 E-mail: info@mmpltd.com
 www.mmpltd.com

Ref: AQ/EA/KM/SMS/ISDD/7469
 Date: 19th April, 2012

Mr. Abdul Majeed Pathan,
The Director General
 Sindh Coal Authority
 House # 16, E-Street, Zamzama Park, DHA
 Karachi

Ref Your Letter No: SCA-23(1)/2011-12

**Subject: Consultancy Services for Detailed Engineering Design and Construction
 Supervision for 50 Cusacs Drainage of Wastewater and Effluent Channel Pipeline
 from Mining Area of the Thar Coal Field Unit No.2**

Dear Sir,

With reference to your above referred letter it is submitted that the standard instructions RFP "SPPRA Request for Proposals Document Selection of Consultants" was notified by the Sindh Public Procurement Regulatory Authority on 21st January 2012. This document as per SPPRA Rules 2010 is binding for use in selection of consultants.

The standard instructions of this document on Technical Proposal Format and Content etc. which is reproduced below:

Quoted

13. Technical Proposal Format and Content

- (ii) For assignments on a staff time basis, the estimated number of professional staff months is given in the Data Sheet. **The proposal shall, however, be based on the number of professional staff-months estimated by the firm.**

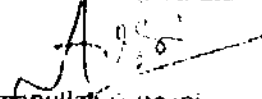
Ungate

In para 4 of the preface of the document it is clearly mentioned that **Standard instructions to Consultants** may not be modified under any circumstances. As such no clause or part of any department contrary to any clause of the standard instruction can superseded standard instructions.

We have therefore no confusion that our proposal is required to be based on the number of staff-months estimated by firm. It was not done otherwise our staff months were not published in the interest of project and client. Declaring proposal as non-responsive on this basis is against the rules and standard RFP for selection of consultants prepared under these rules of SPPRA as stated above.

It is therefore once again requested to please review and reverse your decision in light of SPPRA rules.

Yours Sincerely,
 MM Pakistan (Pvt) Ltd.


Amanullah Khan
 Advisor
 Business Development

Copy to:

1. **The Secretary to Govt. of Sindh, Coal & Energy Development Department**
2. **Addl. Secretary, Coal & Energy Development Department / Chairman of the Consultants Selection Committee.**

**GOVERNMENT OF SINDH
SINDH COAL AUTHORITY**

No.SCA-23(1)2011-12
Karachi, May 04, 2012

To,

M/s MM Pakistan (Pvt) Limited,
Dolmen Estate, 1st Floor, 18-C, Union Commercial Area,
Shaheed-e-Millat Road, Karachi.

**SUBJECT: CONSULTANCY SERVICES FOR DETAILED ENGINEERING DESIGN
AND CONSTRUCTION SUPERVISION FOR 50 CUSEC DRAINAGE
OF WASTE WATER AND EFFLUENT CHANNEL/PIPELINE FROM
MINING AREA OF THE THAR COAL FIELD UNIT NO.2**

DECISION OF COMPLAINT REDRESSAL COMMITTEE

I am directed to forward herewith **decision** of Complaint Redressal Committee meeting held on 26th April, 2012 for your information please.


(A. KUMAR)
STAFF OFFICER TO DG
SINDH COAL AUTHORITY

Copy to :-

1. The Additional Secretary, C&EDD/Chairman, CSC.
2. The Director General, SCA, Karachi.
3. P.S. to Secretary, C&EDD, Karachi.

Ref:
Date: 03 May, 2012

DECISION OF COMPLAINT REDRESSAL COMMITTEE

Claimant: M/s M. M Pakistan (MMP)
Client/ Respondent: Sindh Coal Authority (SCA)
Project: Consultancy Services for detail Engineering Design and Construction Supervision for 50 Cusecs Drainage of Wastewater and Effluent Channel/ Pipe line from Mining Area of the Thar Coal Field Unit No.2

The Complaint Redressal Committee, constituted by Coal and Energy Development Department, Sindh, vide notification No SO (TECH) C&EDD/3-42/2009 dated 20 April, 2012, has comprehensively probed into the matter complained by M/s MMP (the Complainant) submitted vide letter No. AQ/AA/KA/BDO/7468 dated 19 April 2012 & AQ/EA/KM/SMS/BDD/7469 dated 19 April 2012

The issue/ dispute pertains to evaluation of proposal for Consultancy Services for detail Engineering Design and Construction Supervision for 50 Cusecs Drainage of Wastewater and Effluent Channel/ Pipe line from Mining Area of the Thar Coal Field Unit No.2

The view point of both parties that is M/s MMP (the Complainant) and Sindh Coal Authority (the Client) relevant officials were heard by the Redressal Committee and further examined the selection criteria and other terms & conditions contained in the Request for Proposal (RFP) Documents.

The Section 4, article 11.2 of Terms of Reference (TOR) of the RFP stipulates fixed man months for construction supervision phase.


The complainant (M/s MMP) proposed their own man months in Staffing Schedule submitted with their Technical Proposal.

The complainant did not raise any query / clarification regarding TOR of RFP under Clause 8 of Section-1 "Instructions to the Consultants"


Also clause 9.1 of Section-1 "Instructions to the Constructors" provides that material deficiencies (deviation from scope, experience and qualification of personnel) may result in rejection of a proposal.

The complainant has deviated from the scope of the Terms of Reference and as such the Client (SCA) declared the proposal of M/s MMP as non responsive vide letter SCA -23(1) 2011-12, dated 17 April 2012

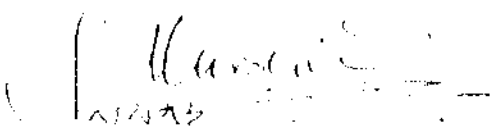
Considering the above mentioned facts the Redressal Committee decides that decision of SCA to reject the proposal of M/s MMP on ground of change / deviation from the scope is convincing enough under Clause 9.1 of Section-1 "Instructions to the Consultants" and the Committee ratifies the same for disposal of the matter.



Chairman
Mr. Abdul Majeed (Pathan)
Director General
Sindh Coal Authority



Member
Mr. Saqib Bashir
Representative of the Accountant
General, Sindh



Member
Mr. M. Anwar Khurshid
Representative of M/s ECIL (Pvt) Ltd /
Consulting Firm

12. Language

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

13. Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.