

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

Government of Sindh, through Inspectorate of Mines,
Mines & Mineral Development, Department.

And

EMC PAKISTAN PRIVATE LIMITED

For

Conducting Environmental Impact Assessment Due To
Mining Activities & Suggesting Mitigating Measures in Sindh
as Per Tors (Annexure-A)
Brief Scope of the Services

Of

Environmental Impact Assessment due to Mining Activities
in Sindh
(Name of Project)

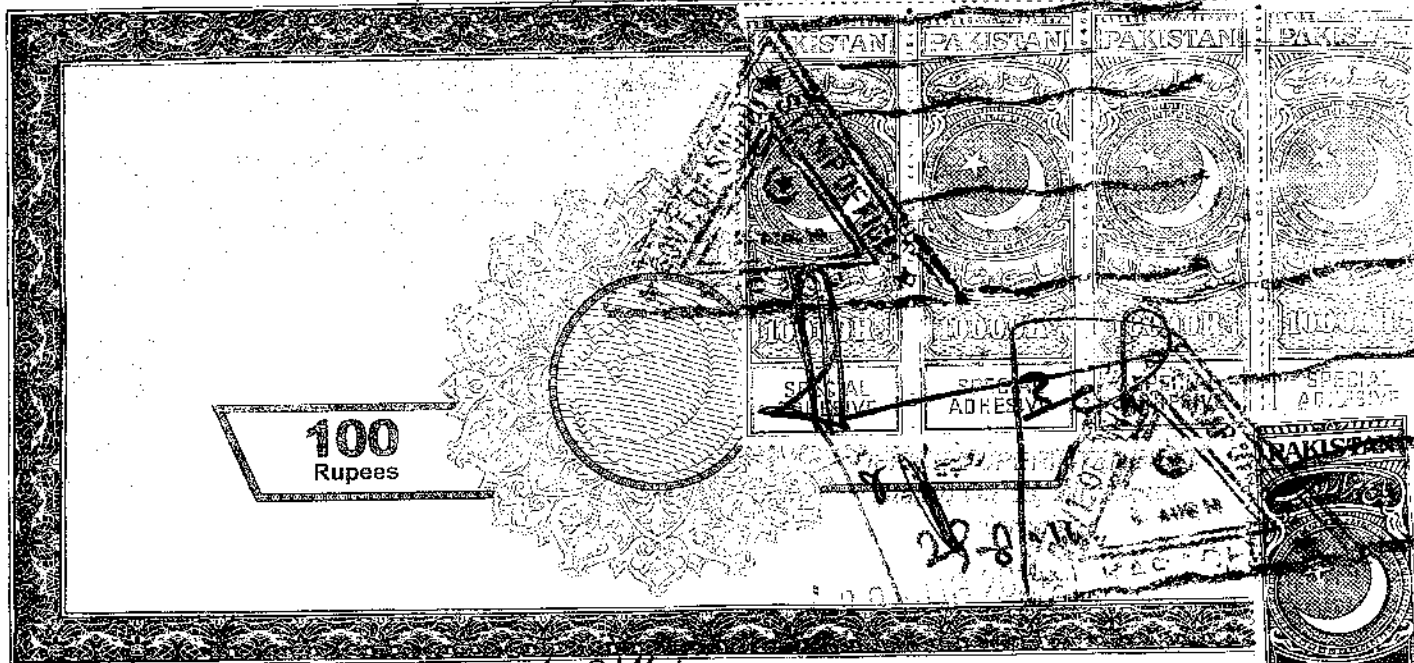
27th August, 2014

Dated

0022444

40000/

2008-14



JAMIL AKHTAR
 Director of Mines & Mineral Development
 Government of Sindh, Karachi

19/08/14

19 AUG 2014

SE. NO. 2735
 ISSUED TO ALAM KHAN KHAN
 THROUGH INSPECTORATE OF MINES
 PURPOSE High Court
 VALUE 100/-
 SERIAL NUMBER 0

Contract No.01/2014

CONTRACT

THIS CONTRACT ("Contract") is entered into this 27th August, 2014, by and between Government of Sindh, through Inspectorate of Mines, Mines & Mineral Development, Department "the PA" having its principal place of business at St-19/1, Block-6, Gulshan-e-Iqbal, Main University Road, Karachi and EMC Pakistan Private Limited "the Consultant" having its principal office located at Office No. 503, Anum Estate Building, Main Shahrah-e-Faisal, Karachi.

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:

- (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing [1st September, 2014] and continuing through [31st August, 2016] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed [Rs. 1, 50, 00,000]. 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.

B. Payment Conditions

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

- 4. Economic Price Adjustment** Not applicable.

5. Project Administration

A. Coordinator

The PA designates Mr/Ms. [Mr. Rajab Ali Memon, Inspector of Mines (Development)] as PA's Coordinator; 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 PA.

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



6. 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.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within 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.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

9. Consultant not to be engaged in The Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants 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.

10. Insurance

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

11. Assignment

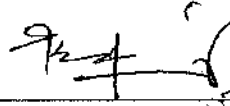
The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

13. 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.

FOR THE PA

Signed by _____


M. KHALID MIRZA
Chief Inspector of Mines
Govt. of Sindh
Karachi

Muhammad Khalid Mirza

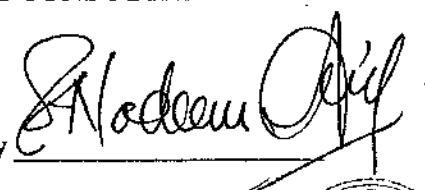
Title: Chief Inspector of Mines, Sindh

Inspectorate of Mines, Mines & Mineral

Development Department.

FOR THE CONSULTANT

Signed by _____



Mr. Nadeem Arif

Managing Director

EMC Pakistan Private Limited.



GENERAL CONDITION OF CONTRACT

1. General Provisions

1.1 Definitions

Useless 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 project 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 & multinational organizations, investment and merchants banks, universities, research institutions, government agencies, nongovernment 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 the currency other than the currency of the PA's country.
- (h) "GC" mean these General Conditions of the 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

- (o) "Services" means the Special Consulting services to be performed by the Consultant pursuant to this contract, as described in the Terms of References.
- (p) "Sub-Consultant" means any Person or entity to whom/which the Consultant subcontractors 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 firm, the Members hereby authorize the individuals firms or specified, in the SC to act on their behalf in exercising all the Consultant's right and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives.

1.8 Tax and Duties

The Consultant, sub-Consultants and their Personnel shall pay such direct or indirect taxes, duties, fees, and other imposition 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, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive 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 or 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 written agreement between the parties. However, each Party shall give due consideration to any proposals or

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 circumstance 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 alternatives measures in order to carry out the terms and condition 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 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 notices 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 results of Force Majeure, the Consultant (s) are unable to perform a material

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 paragraph (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant's pursuant to this contract without consulting fault.
- (b) Pursuant to Clause GC 7 hereof within forty five (45) days after receiving writing notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to 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 a 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) Payments pursuant to Clause GC 6 for Services satisfactory performed prior to the effective date of termination.
- (b) Except in the case of termination pursuant to paragraphs (a) through (c), 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 standard 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 dealing with sub-Consultant or third Parties.

3.2 Conflict of Interest

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 payments in connection with this Contract or the Services, and the Consultant shall not accept for their own benefits any trade commission, discount, or similar payment in connection with activities pursuant to this Contract shall not accept 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 their of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be other wise 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-Consultant and any entity affiliated with Sub-Consultants, shall be disqualified from providing goods, works or Services (other than Consultant 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, their 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 the 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

3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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-Consultant to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principle 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 record audited by auditors appointed by the PA of 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 qualification and experienced Personnel and Sub-Consultant as are required to carry out the Services. The titles, agreed job

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 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 qualification 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 exemption 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 performance the services, then the remuneration and reimbursable expenses otherwise payable in the Consultant under this contract shall be increased or decreased accordingly by the 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 & Facilities

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

[Handwritten signature]
14/01/2010
Director of Mines
Ministry of Mines
Nairobi

6. PAYMENTS TO THE CONSULTANT

6.1 Security

The Consultant has to submit bid security and performance security at the rate mentioned

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 to additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices -D&E.

6.5 Terms and Condition 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 shall be in the form set forth in Appendix G 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 in 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 settlement may be submitted by either Party for settlement in

III. Special Condition of Contract

Amendments of, and Supplements to, Clause in the General Condition of Contract

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The Language in English.

1.4 The addresses are:

Procuring Agency: ST-19/1 Block NO-6 Gulshan-e-Iqbal Main University Road Karachi

Attention: Muhammad Khalid Mirza

Facsimile: 021-99244243

E-mail: c_i_m_h_q@hotmail.com

Consultant: Office No- 503 Anum Estate Building Main Shahrah-e-Faisal Karachi.

Attention: Mr. Nadeem Arif

Facsimile: 021-34311467

E-mail: nadeem@emc.com.pk

mail@emc.com.pk

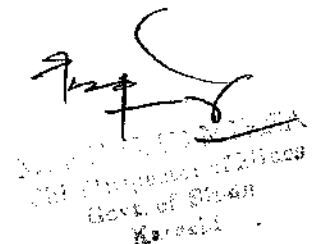
{1.6} {The Member in Charge is {Insert name of member}}

This clause is deleted as it is not applicable

1.7 The Authorized Representative are:

For the PA: Chief Inspector of Mines, Sindh

For the Consultant: Managing Director EMC.


Secretary
Government of Sindh
Karachi

1.8 The Consultant shall pay all relevant taxes including stamp duty and service charges etc.

The Consultant must be informed in Clause Reference 3.7 of the date sheet about which

indirect taxes, duties fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the sub-Consultant and the Personnel in respect of:

- (a) Any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) Any equipment materials and supplies brought into the Government's country by the Consultant or Sub-Consultant for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) Any property brought into the province by the international Consultant, any sub-Consultant or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
 - (1) The Consultant, Sub-Consultant and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government 's country in importing property into the Government's country ; and
 - (2) If the consultant, Sub-Consultant or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultant or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity within the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is [1st September, 2014]

2.3 The time period shall be [Twenty Four Months].

3.4 Not Applicable.

{3.5(c)} Not Applicable.

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

{5.1} Not Applicable.

6.5 The accounts are:

For foreign currency or currencies: [insert account] Not Applicable.

For local currency: [A/C No. 102226-7 DDO Development NBP Gulshan Iqbal, Karachi]

Payments shall be made according to the following schedule:

The consultant shall be entitled to payment for:

- (1) Payable on the approval of inception Report of each phase by the Contract Award committee, 10% of the total value of services.
- (2) Payable on the approval of interim Report of each phase by the Contract Award committee, 40% of the total value of services.
- (3) Payable on the approval of Final Report of each phase by the Contract Award committee, 50% of the total value of services.
- (4) 10% security deducted from each bill will be paid after 6 (six) months on satisfactory completion of work and submission of final completion report, duly approved by the party of the first part (Client).
- (5) The first, second and third installment payment to the consultant will be subject to the approval by the Chief Inspector of Mines, Mines & Mineral Development Department, Government of Sindh with the permission of Contract Award Committee.

6.4 Period of Payment

- (a) No advance payment shall be made to the consultant by the client.

6.5 Delayed Payments

Consultant may suspend further performance of its services in case of payments by client are delayed more than 28 working days, after the consultant invoice has been delivered to the client.

6.6 Integrity Pact

Annexed as **Annexure-D**.

- 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.

Rule -31 to 34 of SPP Rules-2010.

- 8.3.** The scope of services to be provided by the Consultant will be as per TORs of the Study except Coal Mining.

ANNEXURE-A
TERMS OF REFERENCE (TORS)

TERMS OF REFERENCE (TOR)

TOR FOR CONSULTANT TO CONDUCT ENVIRONMENT IMPACT ASSESSMENT (E.I.A) DUE TO MINING ACTIVITIES AND SUGGEST THE MITIGATING MEASURES IN SINDH

PART I STUDY BACKGROUND SCOPE OF WORK

1. INTRODUCTION:

Background & Objectives/Scope of Study:

Mining is the most hazardous industry in the world with regard to health, safety and environment.

Occupational Safety and health are covered under Mining Labour Laws. However environmental protection laws relating to mining activities in Sindh are required to be framed. For this purpose, besides other sectors, mineral sector has also been covered in the recommendation of National Environment Policy, which was approved by the 10th meeting on Pakistan Environmental Protection Council (PEPC) chaired by the Prime Minister on 07.12.2004. Department of Mines and Mineral have been advised by the Ministry of Petroleum and Natural Resources Mineral Wing, Government of Pakistan, to review the prepared action plan relating to their department/directorates for the implementation of National Environment Policy recommendation and Policy guidelines. Hence a comprehensive study on the environmental impact due to exploration and mining activities are required to be conducted so that device and implementing guidelines for sustainable management of mining and rehabilitation of expired mines/exploration sites may be prepared. In light of these guidelines the mine operators have to prepare Environment Impact Assessment of their mining projects.

The exploration and mining activities in Sindh were small scale and obsolete. At present there are about 26 minerals including Coal as mentioned below which are being mined in Sindh, due to which now the Government has taken tremendous efforts for the large-scale mining activities. Particularly the indigenous coal utilization for Power Generation is emphasized. For this purpose the Feasibility Studies by the foreign investors have been prepared for Tharparkar & Lakhra and further studies are being carried out at Tharparkar, Lakhra & Sonda Jherk Coal Fields. The mechanized

mining of coal, its preparation, utilization for Power Generation and refuge will cause environment pollution. Besides, Granite of Tharparkar District might have contain some traces of radio active elements. The limestone and shale are abundant in Sindh. At present five cement factories are in production.

Name of 26 Minerals.

01. Coal 02. Granite 03. China Clay 04. Lime Stone 05. Silica Sand 06. Clay (Shale Clay Ball Clay Fire Clay) 07. Quartzite S. Stone 08. Bentonite 09. Dolomite 10. Celestite 11. Laterite 12. Chalk 13. Fullers Earth 14. Lake Salt 15. Trona/Soda Ash 16. Red Ochre 17. Gypsum 18. Calcite 19. Flint Stone 20. Sand Stone 21. Marble 22. Aggregate Stone 23. Rati/Bajri 24. Ordinary Stone 25. Gravel 26. Ordinary Sand.

The exploration, mining & mineral processing activities creates enormous waste in the shape of debris, mud, sand, pebbles, rocks, dust, coal dust & saline water, which causes damage to roads, fertile land, natural surface drainage and create ugly land scape (domes), besides being hazardous to inhabitants and harmful to bio-diversity and ecology of the area. Occurrence of radio active elements in granite is very dangerous to the living things.

Physical & Social condition, such as long work hours, insufficient oxygen, lack of proper ventilation, inhalation of mineral dust and noise pollution become serious hazard to the health of miners residing nearby. Dust from mines, explosive gases during blasting and dust during transportation causing negative impact in the surroundings. Coal mining in particular produces air pollution, which include dust, carbon monoxide, sulphur dioxide, oxides of nitrogen, hydrogen sulphide, methane and trace metals. These NO_x and also SO_x are also generated by internal combustion engine used in mining activities. Moreover cement industry is also based on mineral like lime stone, gypsum and shale which are being mined activity in Sindh. Similarly the limestone processing crushing is spread all over the Sindh causing the same impact. Such mining activities are also an alarm to environmental protections. It has now become imperative to pay attention on environmental issues related to mining including disturbance of land particularly in area where open pit mining/strip mining is being carried out, generation of waste, percolation

and transportation. So environmental impact assessment has become essential for all mining projects, and the Mines & Mineral Development Department has decided to have a study conducted about the Environment Impact due to mining activities in Sindh to provide the guide lines to the mining operators which will enable them to adhere the provision of Environmental Act 1997.

So, in the first stage, the Environmental Impact Assessment Study will be carried out through recognized consultants/consulting firm. They will submit the comprehensive report with implementation guidelines to be adopted by the mine operators. Later on in light of recommendation/guidelines of the consultant's report, legislation will be enacted to be enforced in mining areas.

The scope of the study extend to entire mining area of Sindh particularly district Tharparkar, Jamshoro, Thatta, Dadu, Karachi (North, South Malir), Sukkur and Khairpur.

2. SCOPE OF WORK DETAIL.

The Consultant will be required to prepare an Environmental Impact Assessment (EIA) covering from exploration to the development of the mine and associated infrastructure, and with reference to international standards, it should identify measures to minimize the impact of the mining project on the local/regional environment and prepare the framework of the Environmental Management Plan, to be prepared and adopted by the mine operators. The EIA will address, but not be limited to the following issues:

- Disposal of fines, mud, effluent and plant reject,
- Effect of surface mining on drainage, local population, agriculture, livestock and local infrastructure in the area planned for mining and surrounding areas;
- Possible dust, smoke and particulate pollution;
- Treatment of mine drainage, process water and the flow from de-watering boreholes in order to minimize water pollution and its effect on human

health, agriculture and wild life; the possibility of water recycling should be addressed;

- Protection against noise, visual intrusion and other detrimental factors of the mine area and plant to ensure a healthy working environment;
- Regulations for environmental safety, health and hygiene;
- Planning and designing the environmental measures to mitigate coal-spontaneous combustion, overburden dump failures and mine slope and pit bench failures.
- Destruction of habitat and biodiversity at the mine site
- Ecosystem/habitant/biodiversity protection in adjacent land
- Landscape/visual impact/ loss of land-use
- Site stabilisation and rehabilitation
- Mine Waste/tailing disposal
- Sudden failure of tailings facilities
- Abandoned equipment, solid waste, sewage
- Air emissions/Climate change.
- Dust
- Energy consumption
- Siltation and changes in river regimes
- Effluent discharges and acid drainage
- Groundwater alteration or contamination
- Hazardous wastes and chemical residues
- Hazardous chemicals and Explosives handling, safety, workplace exposure
- Radiation
- Cultural and archaeological values
- Public health and urban settlement issues around mines

Particular attention will be required to address the issues of post-mining surface restoration including the following issues: ,

- Prediction of surface contours on restoration and the need to reconstruct preexisting drainage patterns;
- The replacement of viable agricultural soil and the type of agriculture that should be anticipated over these areas;
- The measure to ensure the rehabilitation of former occupants in over all rehabilitated environment
- The possibility to develop alternative arrangements such as the sponsorship of a local co-operative, which would receive land on the condition that they would upgrade it to agricultural standard;
- Costs and viability of alternative land restoration options and the inclusion of adequate cost provision in the Study to reflect specified scenarios.

The consultant will prepare EIA report on the following pattern of TOR.

a) Objectives:

To carry out an Environmental Impact Assessment due to mining activities in Sindh and preparing guide line for the project in order to ensure compliance with:

To conduct assessment in accordance with all applicable provisions of Pakistan Environmental Protection Act, 1997 and Environmental Impact Assessment Guidelines for the Pakistan Energy Sector.

To submit the assessment report to SEPA for comments.

b) The Environmental Consultant:

To assess the existing environment conditions in Sindh Mining Areas area using the already available information about the area.

To assess the existing mining activities to determine their likely short term and long term impacts on the environment and identify significant environmental issues of concern.

To propose appropriate mitigation and monitoring measures that can be incorporated into the design of the mining scheme/project to minimize any damaging effects or lasting negative consequences.

To identify environmentally sensitive areas where the mining activities would lead to an unacceptable level of adverse environmental impacts.

To prepare Environmental Management Plan for mining project activity.

To prepare presentation for the contract award committee.

c) Scope:

The scope of work shall be follows:

- Collection of Baseline data for Physical, Biological and Socio-economic Components for assessment of potential impacts of mining activity.
- Identification and Assessment of potential and actual impacts.
- Mitigation Measures for potential impacts.
- Environmental management and monitoring plan for mining activity.

d) Contents of the EIA Report:

Executive Summary

- A. Introduction
- B. Objectives
- C. Background Information
- D. Institutional Requirements, Legislative and Regulatory Considerations,
- E. Study Area and Scope of Work
- F. Description of the existing Environment
- G. Determination of the Potential Impacts of the study with regard to Natural Environment and preparation of Environmental Management Plan.
- H. Analysis of alternatives in line of rehabilitation of mining area.
- I. Development of Management Plan to Mitigate Negative Impacts
- J. Conclusions and Recommendations
- K. References

L. Finding of no significant Impacts (FONSI) Statement

a) **Environmental Baseline Report**

The environmental baseline report for a particular area needs to have all information with respect to physical, biological and socio-economic components of the environment, comprising the following format.

- Report Format
- Executive Summary
- Acronyms & Abbreviations
- Colophon.

Introduction

- Project Background
- Need for Environmental Baseline and Objectives
- Current status of the Baseline Study
- Environmental Resources and Issue: physical, biological, and human
- Data/Information Sources
- Data/Information Gaps

Physical Environment

Water

- Surface Water
- Ground Water
 - i) Ground Water Levels
 - ii) Ground Water Quality

Land

- Geology and Geomorphology
- Physiography and Soils
- Land System/Agro Ecological Zones
- Land Availability
- Land Utility

- Land Use Mapping
- Land Capability
- Outline of Classification
- Land Capability Mapping
- Soil Erosion
- Rainfall Erosivity
- Soil Erodibility
- Crop or Natural Vegetation Cover

Atmosphere

Climate

- Rainfall
- Temperature
- Winds
- Evapo-transpiration
- Relative Humidity
- Climatic Seasons
- Plant or Crop Growing Periods

Air Pollution

- Dust Noise
- Odour Smoke

Biological Environment

Flora

- Vegetation and Distribution
- Wet Lands and Distribution
- National Parks and Reserves

Fauna

- Bird Communities and Distribution
- Mammal and Distribution

- Reptile and Distribution

Socio-Economic Environments

Population Characteristics

Economic

Employment

Institutional / Human Use

- Administrative Units and Government
- Agriculture
- Irrigation
- Livestock
- Transport Communication
- Business and Industry
- Recreation / Tourism

Cultural

PHASES OF STUDY

The conduction of the study will be in two phases.

Phase 1: - During first financial year of the project i.e. 2012-13, E.I.A of mining areas of Tharparkar, Jamshoro & Thatta districts will be conducted.

Phase 2: - During the second financial year of the project i.e. 2013-14, E.I.A of mining area of Hyderabad, Karachi (Noth, South & Malir districts),Dadu, Sukkur & Khairpur districts will be conducted.

REPORTING

The Consultant will be required to submit monthly progress reports to the Inspectorate of Mines throughout the course of the study, he should provide a true reflection of physical progress to date and should highlight any impediments in executing completion the task to the required standard.

Inception Report.

The Inception Report would be submitted by consultants within three months after the award of contract, which includes.

- To assess the existing environment conditions in the mining area using the already available information about the area & collection of baseline data for physical biological and socio-economic components for assessments of potential impact of mining activities, by obtaining the same from the concerned department/organization.

- To assess the existing mining activities to determine there likely short term and long-term impacts on the environment and identify significant environmental issues of concern & identification and Assessment of potential and actual impacts.

Interim Report.

The interim report would be submitted by consultant within five months after the award of contract, which includes.

- To propose appropriate mitigation and monitoring measures for potential impacts to minimize any damaging effects or lasting negative consequences.

- Environmental management and monitoring plan to identify environmentally sensitive areas where the mining activities would lead to an unacceptable level of adverse environmental impacts.

- Devise and implement guidelines for sustainable management of mining / exploration and rehabilitation of expired mines/ exploration sites.

Final Report.

The Draft Final Report would be submitted two months before the completion of study of each phase, which will be sent to Sindh EPA for incorporating their comments. The final study report for each phase with all comments and alterations suggested by Sindh EPA would be submitted by the consultant by 31st May of each

financial year of each phase. Then it will be brought before the committee constituted by the Government for the purpose.

TENDER PROPOSAL

The Consultant(s) are required to specify in a written Technical Proposal full detail of their approach to the work and their proposed methodology to carry out the work program.

As part of their proposal preparation, invited company is accepted to have familiarized themselves fully with the mining area at their own.

EXPERIENCE AND CAPABILITY OF THE CONSULTANT FIRM/COMPANY:

The Consultant(s) should be having reputable Mining Engineers, Environmentalist and other technical and non technical personnel. Their proposal should cover:-

1. The Consultant(s) should submit a statement of relevant experience of his firm/company in the conduction of EIA of mining activities of similar nature executed in the last 10 years, presented in sufficient detail to demonstrate experience of key activities relevant to the EIA of such activities. The consultant should also indicate the range of company capability and in particular the resources that can be provided to the study from within his own organization.
2. Company's profile with past three years financial statement.
3. Detail of verifiable completed EIA projects, E.I.A projects under execution or negotiation and jobs carried out as such.
4. Detail of tools and equipment required by the Consultant(s) for the purpose.
5. Detail of registered environmental Laboratory with relevant environmental testing facilities.

6. Biographical details of technical and non technical staff with their qualification and experience in relevant field proposed for this study.
7. If other companies/firm are supporting the Consultant(s) their experience, capability and field of experience that would contribute to the work should clearly be stated.

ASSOCIATION WITH ANY OTHER COMPANY/FIRM.

- Any association with other firms companies local or foreign for the purposes of this contract and the scope to be covered by any associated companies and the contract relationship for such association supported by necessary documents;

ASSOCIATED STAFF APPOINTED BY THE GOVERNMENT.

Two Mining Engineers and two Environmentalists appointed by the Government for the study will be associated with the Consultant (s) who will train them in conducting this study and make them acquainted with every step of study.

PROPOSAL EVALUATION CRITERIA.

Evaluation of the Proposals will follow two envelope bidding system which is as follows.

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) Initially, only the envelope marked "TECHNICAL PROPOSAL." shall be opened;

The technical offer/proposal to under take the services described in this scope of work plus the proposed staffing schedule, biographical details of the proposed staff and documentation on the experience and capacity of the consultant. Bidders shall submit one original version with four copies of the proposal.

- (iv) The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;

The financial offer to perform the services detailed in the Technical Proposal showing clearly the total cost to perform each one of the phases independently and the cost basis individual sub-contracts, if any in particular the total cost should be identified. Bidders shall submit one original version with four copies of the proposal.

- (v) The committee constituted by the Government for the security of proposals and finalization of the process of appointment/hiring of consultant on contract through selection on merit, shall evaluate the technical proposal in a manner as mentioned below, without reference to the price and reject any proposal which do not conform to the specified requirements.

Technical Proposal will be evaluated on points system, which will allocate points in the following categories, that will have the corresponding weighting in the evaluation of this over all award.

- Methodology proposed by the consultant and comprehension of the task: 50%.
- Experience of the consultant in the similar studies (EIA of mining activities): 25%.
- Capability and experience of professional staff assigned to the study: 25%.

The qualifying marks/points for the said technical proposal is 60%.

- (vi) During the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) The financial proposals of bid shall be opened publically at a time, date and venue announced and communicated to the bidder later on.
- (viii) After the evaluation and approval of the technical proposal, the said committee shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned unopened to the respective bidders and.
- (ix) The bid found to be the lowest evaluated bid with highest evaluated Technical Proposal shall be accepted.

CONTRACTUAL TERMS

Consultancy Agreement.

The successful Consultant(s) will prepare the draft agreement, which will be finalized with mutual consent of the parties and approved by the committee.

Terms of Payment.

On conclusion of a mutually satisfactory agreement, the Government will make regular and prompt payments to the consultant as per following schedule.

- i. Payable on the approval of inception report of each phase by the Contract Award committee-10% of total value of services.
- ii. Payable on the approval of interim report of each phase by the Contract Award Committee-40% of total value of services.
- iii. Payable on the approval of final report of each phase by the Contract Award Committee 50% of total value of services.

PERFORMANCE GUARANTEE, BID BOND AND CERTIFICATE OF SUFFICIENCY.

The successful Consultant (s) will be required to place a Performance guarantee to the sponsor to the value of 10% of the total value of the services; which will remain effective and valid for a period of one month after handing the completion of each phase.

With regard to the scope, quality and extent of the work the Consultant(s) will be required to submit a Certificate of Sufficiency that the work undertaken under his management, in conjunction with any earlier work, is sufficient for the work to the highest internationally accepted standards including World Bank standards. In the event of any dispute, either with sponsor or third party, which is demonstrably justified with regard to the sufficiency of the programme, invalidation of this certificate, will be considered cause to call down the Performance Guarantee.

The consultants are required to submit a bid bond in the form of Demand Draft in favour of Inspector of Mines (Development), DDO for an amount of 5% of the value of their bid Proposal. The draft will be valid for a period of three months after closing date for submission of the Proposals. The Demand Draft should be attached with the Technical Proposal, which will be forfeited in favour of the sponsor in case, the successful Consultant(s) fails to complete the documentation required for undertaking of the work. The Bid Bond will be returned to the successful consultant(s) on the completion of the required documentation and to the unsuccessful bidder on their written request.

PROFESSIONAL INDEMNITY INSURANCE.

It will be required to the Consultant (s) that he provides and undertaking and demonstrates that he maintains professional indemnity insurance, valid for all aspects of the work undertaken as per scope of work as mentioned in the TORs.

SUGGESTIONS.

The suggestions, if any, from the consultant appointed for carrying out this Study, reach during execution of the Study, to improve quality of the Final Report without any extra financial burden or with insignificant expenses, shall be considered by the Government.

ADDRESS FOR SUBMISSION OF THE PROPOSALS.

The proposals i.e. Technical Proposal and Financial Proposal, properly sealed as mentioned under title "PROPOSED EVALUATION CRITERIA" addressed to the Secretary, Mines & Mineral Development Department, Government of Sindh, 1st Floor, Tughlaq House, which would be opened by the said Committee as per normal procedure for such studies.

Any communication in the matter may also be addressed to him on the address given above. Telephones Nos. are as follows:

Telephones: (92-21) 99244241

Fax No: (92-21) 99244243

ANNEXURE -- B

Consultant Reporting Obligations

Pursuant to Sub-Clause GC- 3-6 the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

Report to be submitted as per TORs.

Handwritten signature
✓

ANNEXURE – C

THE PERSONAL LISTED

Name of Project Team Member	Task assigned	Education	Status
Dr.Mirza Arshad Ali Beg	Team Leader/ Water Quality	Ph.D in Chemistry (Canada) M.Sc. Chemistry (Karachi)	Employee
Syed Nadeem Arif	Project Manager	MBA (Australia) B.E (Civil Engineering)	Managing Director
Shusuke Minato	Team Leader/ Social Consideration Specialist	B.Sc. Geography and International Relations, Environmental Sciences	Associate
Saqib Ejaz Hussain	Enivronmental Chemistry, Waste Management	M.Sc. (Chemical Engineering Thermodynamics) M.S(Energy/Environment)	Employee
Dr. Ali Rashid Tabrez	Senior Geologist	Ph.D. Geological Oceanography M.Sc. Geology	Associate
Dr.Syed Ali Ghalib	Wildlife Expert	PH.D. in Zoology M.Sc Zoology Certificate in Taxonomy of Birds (France)	Employee
Dr.Syed Jamil Kazmi	GIS Specialist	Fulbright Post Doc. Ph.D Geography M.Sc. Geography	Associate
Mr.Jeremy Scott	Water Management	MS. Environmental Engineering BS. Civil Engineering	Associate
Dr.Badar Munir Ghauri	Air Quality Management Expert	Ph.D Chemical Engg (France) M.Sc. Environmental Engineering (Bangkok) Post Doctoral Fellowship (USA)	Associate
Mr.Mushtaq Mirani	Socio-Economist	M.A (Economics) M.E (Electrical Engg.) Post-grad. Certificate (Informatics) University of Bucharest.	Associate
Madam Tasneem Bhatti	Social Development & Gender Specialist	MBA MA Economics	Associate
Dr. Muhammad Asad Ghufran	Botanist	Ph.D. Botany (Medicinal Plants for Cancer Cure). M.Phil.	Associate

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: 01/2014 Dated: _____
Contract Value: 15 Million
Contract Title: ENVIRONMENTAL IMPACT ASSESSMENT DUE TO
MINING ACTIVITIES IN SINDH.

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

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

"EMC Pakistan Private Limited" certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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



[Procuring Agency]
Muhammad Khalid Mirza

Title: Chief Inspector of Mines, Sindh



[Supplier/Contractor/Consultant]
Mr. Nadeem Arif

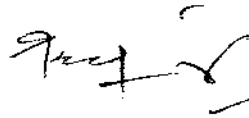
Managing Director

APPENDIX A

Description of the Services

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

1. Detailed description of services to be provided are furnished in attached TORs except Coal Mining (Annexure-A).
2. Dates for completion of various task, place of performance for different task furnished in technical report submitted by the consultant (Annexure-B).



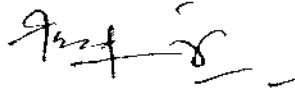
APPENDIX - B

Consultant Reporting Obligations

Pursuant to Sub-Clause GC- 3-6 the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

Report to be submitted as per TORs.

A handwritten signature in black ink, appearing to be "J. S. S.", with a horizontal line underneath.

APPENDIX - C

THE PERSONAL LISTED

Name of Project Team Member	Task assigned	Education	Status
Dr.Mirza Arshad Ali Beg	Team Leader/ Water Quality	Ph.D in Chemistry (Canada) M.Sc. Chemistry (Karachi)	Employee
Syed Nadeem Arif	Project Manager	MBA (Australia) B.E (Civil Engineering)	Managing Director
Shusuke Minato	Team Leader/ Social Consideration Specialist	B.Sc. Geography and International Relations, Environmental Sciences	Associate
Saqib Ejaz Hussain	Enivronmental Chemistry, Waste Management	M.Sc. (Chemical Engineering Thermodynamics) M.S(Energy/Environment)	Employee
Dr. Ali Rashid Tabrez	Senior Geologist	Ph.D. Geological Oceanography M.Sc. Geology	Associate
Dr.Syed Ali Ghalib	Wildlife Expert	PH.D. in Zoology M.Sc Zoology Certificate in Taxonomy of Birds (France)	Employee
Dr.Syed Jamil Kazmi	GIS Specialist	Fulbright Post Doc. Ph.D Geography M.Sc. Geography	Associate
Mr.Jeremy Scott	Water Management	MS. Environmental Engineering BS. Civil Engineering	Associate
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Mr.Mushtaq Mirani	Socio-Economist	M.A (Economics) M.E (Electrical Engg.) Post-grad. Certificate (Informatics) University of Bucharest.	Associate
Madam Tasneem Bhatti	Social Development & Gender Specialist	MBA MA Economics	Associate
Dr. Muhammad Asad Ghaffar	Botanist	Ph.D. Botany (Medicinal Plants for Cancer Cure), M.Phil	Associate

APPENDIX-D.

Breakdown of lump- sum price of Contract

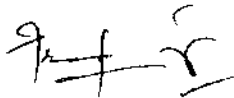
[List here the elements of cost used to arrive at the breakdown of the lump-sum price of contract].

1. Remuneration for various items on the basis of rate as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure= (1+2).

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.4. The breakdown of the lump sum price follows as under;

- i. Payable on the approval of inception report of each phase by the Contract Award committee-10% of total value of services.
- ii. Payable on the approval of interim report of each phase by the Contract Award Committee-40% of total value of services.
- iii. Payable on the approval of final report of each phase by the Contract Award Committee 50% of total value of services.



APPENDIX-E.

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion.

1. Remuneration for various items on the basis of rate as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;
 - (b) Office expenditures related to:
 - (i) Rentals;
 - (ii) Furnishing and equipment;
 - (iii) Operation and maintenance of office, office equipment and furniture, office supplies.
 - (c) Transport including running and maintenance, and other associated costs;
 - (d) Traveling etc.
 - (e) Other costs.
3. Total, remuneration and reimbursable direct costs expenditure = (1+2).

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.4. The breakdown of the lump sum price follows as under;

- i. Payable on the approval of inception report of each phase by the Contract Award committee-10% of total value of services.
- ii. Payable on the approval of interim report of each phase by the Contract Award Committee-40% of total value of services.
- iii. Payable on the approval of final report of each phase by the Contract Award Committee 50% of total value of services.

APPENDIX-F.

Services and Facilities to be provided by the Client.

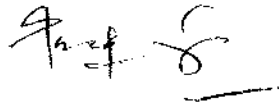
The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client.

The Client shall make available to the Consultants, Sub consultants and the personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

(a) The consultant will furnish the following requirements before commencement of Works/Services. The departments and agencies include.

(b) Home Department, Government of Sindh instruction/guideline issued by Home Department from time to time will be adhered for security of consultant at the place of services.



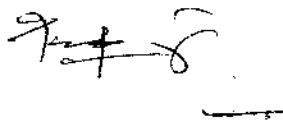
APPENDIX-G.

Terms and conditions of Payment

Payments shall be made according to the following schedule:

The consultant shall be entitled to payment for:

- (1) Payable on the approval of inception Report of each phase by the Contract Award committee, 10% of the total value of services.
- (2) Payable on the approval of interim Report of each phase by the Contract Award committee, 40% of the total value of services.
- (3) Payable on the approval of Final Report of each phase by the Contract Award committee, 50% of the total value of services.
- (4) 10% security deducted from each bill will be paid after 6 (six) months on satisfactory completion of work and submission of final completion report, duly approved by the party of the first part (Client).
- (5) The first, second and third installment payment to the consultant will be subject to the approval by the Chief Inspector of Mines, Mines & Mineral Development Department, Government of Sindh with the permission of Contract Award Committee.



MINUTES OF THE MEETING OF THE "CONSULTANT SELECTION COMMITTEE" FOR FINALIZING THE REQUEST FOR PROPOSALS (RFP) OF THE STUDY "ENVIRONMENTAL IMPACT ASSESSMENT DUE TO MINING ACTIVITIES IN SINDH"

The meeting of "Consultant Selection Committee" for finalizing the Request for Proposals (RFP) has been convened on 06-05-2013, under the chairmanship of Secretary, Mines & Minerals Development Department.

The following attended the meeting.

01	Mr. Muhammad Khalid Mirza Chief Inspector of Mines. Inspectorate of Mines.	Member/ Secretary
02	Mr. Mumtaz Ali Gopang Deputy Secretary (Development) Finance Department	Member
03	Mr. Anees Ahmed Planning Officer, Planning & Development Department	Representative of Planning & Development Department
04	M.Imran Sabir EIA Expert, Environmental & Alternative Energy Department.	Representative of Environmental & Alternative Energy Department.

The Committee discussed draft Request for Proposals (RFP) in detail and unanimously approved the same. The following decision was taken.

Decision

"The Request for Proposals be invited from the following Consultants"

- i. M/s Environmental Management Company (EMC).
- ii. M/s National Engineering Service Pakistan (NESPAK).
- iii. M/s Mott MacDonald Limited (MM Pakistan).

[Signature]
M. KHALID MIRZA
Chief Inspector of Mines
Govt. of Sindh
Karachi

[Signature]
P&D Dept (on behalf chief (Dev)).

[Signature]
Deputy Secretary (Dev-II)
Finance Department,
Govt. of Sindh

[Signature]

76/EFV
26.7.13

ENVIRONMENTAL IMPACT ASSESSMENT DUE TO MINING ACTIVITIES IN SINDH
DETAIL OF EXPRESSION OF INTEREST

Sr No	Name of Party	Company Profile	E.I.A Projects Completed In			Expertise			Detail of Tools/Laboratory Facilities
			Mining Field	Allied Discipline (oil & gas, dams, industrial, water and drainage.	Total	Degree in Environmental Engg./Science	Degree in Geology, Zoology, Botony Hydrology, Sociology, Civil & Economics etc.	Total	
01	Environmental Management Company (EMC).	The company was established in 1997. They have provided Engineering services for various public & private sectors in different fields. They have provided the details of qualification & financial statements.	02 1. EIA of Sonda Jherruk Coal Mine Project.(CNM) 2. EIA of Jherruk Coal Fired Power Plant Project (CNM)	107	109 Mining 01 Environment 03 Total = 04	11	I-Foreigners= 1 II-Foreign qualified =07 III-Local qualified=08 -Total=15	If they will get the contract they will hire the laboratory services from; -SUPARCO Laboratory -Environmental research Centre Bahria, University -PRD Laboratory.	
02	Nespak	The company was established in 1973. They have provided Engineering services for various public & private sectors in different fields. They have provided the details of qualification & financial statements.	00	99	99 Mining 03 Environment 06 Total = 09	16	I-Foreigners= 3 II-Foreign qualified =07 III-Local qualified=18 -Total=25	Details of their own tools /Laboratory facilities have been provided.	
03	MM Pakistan	The company was established in 1986. They have provided Engineering services for various public & private sectors in different fields. They have provided the details of qualification & financial statements.	01 (Ongoing) (Environmental & Social studies, land use, Plan, including resettlement frame work for Thar Coal project).	38	39 Mining 02 Environment 02 Total = 04	11	I-Foreigners= 0 II-Foreign qualified =06 III-Local qualified=09 -Total=15	If they will get the contract they will hire the services of SGS Laboratory Pakistan.	

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 P.E.D. Dept.

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