



Thar Coal & Energy Board

Government of Sindh

REQUEST FOR PROPOSAL (RFP)

HIRING OF CONSORTIUM

FOR

**THE ASSISTANCE OF THAR COAL TARIFF DETERMINATION
COMMITTEE (TCTDC) IN THE DETERMINATION OF COD
STAGE TARIFF FOR 7.6 MTPA MINE OF M/S SINDH ENGRO
COAL MINING COMPANY (SECMC) AT BLOCK-II, THAR
COALFIELDS**

February, 2023

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules.

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INTRODUCTION

Thar Coal and Energy Board (“**TCEB**”) has been established under Thar Coal and Energy Board Act, 2011 (the “**TCEB Act**”), to act, *inter alia*, as a one window facilitator in matters relating to coal mining projects being developed in the region of Thar, Sindh, Pakistan. Pursuant to Section 5 of the TCEB Act, TCEB is mandated to determine and control the tariff of coal from Thar, Sindh, Pakistan subject to the relevant guidelines and consistent with the provisions of the TCEB Act, laid down by the Government of Sindh (“**GOS**”). In addition, TCEB is also responsible for determining the process and procedures for reviewing tariff and recommending tariff adjustments.

In order to review the coal tariff petitions by various mine lease holders in Thar Coalfield and to determine the coal tariff, the Government of Sindh has notified the Thar Coal Tariff Determination Rules, 2014 on 27th November, 2014. Subsequently, the Chairman TCEB/Chief Minister, in terms of Rule 3(1) of the Thar Coal Tariff Determination Rules, 2014, has constituted a three member “Thar Coal Tariff Determination Committee”, to assist the Board in matters relating to the coal tariff and to send its recommendations to the Board by evaluating and reviewing coal tariff petitions submitted by the mine lease holders in Thar.

Thar Coal Energy Board, Government of Sindh is issuing this request for proposal (RFP) document to invite technical and financial proposals **from interested Lead Firms** for Hiring the Consortium for the Assistance of Thar Coal Tariff Determination Committee (TCTDC) in the Determination of COD Stage Tariff for M/s Sindh Engro Coal Mining Company (SECMC) for its 7.6 Mtpa mine at Block-II, Thar Coalfield on behalf of Thar Coal and Energy Board (TCEB). **The Lead Firms may associate with other consulting firms under sub-consultancy arrangement for the successful completion of given assignment.**

The main objective of the assignment is that Lead Firm / Consortium shall thoroughly review, evaluate and comment on the Tariff Petitions and all supporting documents by SECMC from a technical perspective, conduct verification of costs incurred for the project, and perform all functions which the Procuring Agency (PA) may request them to perform in relation to the project.

The detailed Terms of Reference of the assignment are given in section-5 of this RFP document.

LETTER OF INVITATION

Dear Consultants,

1. Thar Coal and Energy Board (“**TCEB**”) hereby invites, through this Request for Proposal (“**RFP**”), to submit a bid (consisting of a technical bid and a financial bid) for the performance of consultancy services in accordance with the Terms of Reference (“**TORs**”) specified in the RFP for the assistance of Thar Coal Tariff Determination Committee (TCTDC) in the Determination of COD Stage Tariff for M/s Sindh Engro Coal Mining Company (SECMC) for its 7.6 Mtpa mine at Thar Coal Block-II, District Tharparkar, Sindh, Pakistan.

2. The Thar Coal Energy Board (TCEB) (hereinafter called “Procuring Agency”) now invites proposals to provide the following consulting services:

Hiring of Consortium “For the Assistance of Thar Coal Tariff Determination Committee (TCTDC) in the Determination of COD Stage Tariff for M/s Sindh Engro Coal Mining Company (SECMC) for its 7.6 Mtpa mine at Block-II, Thar Coalfield on behalf of Thar Coal and Energy Board (TCEB)”

3. This Request for Proposal (RFP) has been addressed to the interested Lead Firms. The Leading firm may associate with other consulting firms under sub-consultancy arrangement for the successful completion of given assignment.

The successful Bidder shall be selected under the “**Quality and Cost Based Selection Method**” as described in this RFP, in accordance with the provisions of Sindh Public Procurement Rules, 2010.

4. The RFP includes the following documents, enclosed herewith:

Introduction

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

5. Please inform us in writing at the following address:

Attention: Director (Admin & Finance)

Thar Coal and Energy Board

1st Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Opposite CM House, Karachi

All queries by the Bidders may also be forwarded to the foregoing address.

Yours sincerely,

Attention: Director (Admin & Finance)

THAR COAL AND ENERGY BOARD

GOVERNMENT OF SINDH

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “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, non-governmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted/Pre-qualified (as the case may be) Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any technical part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring

agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR 2010, “The PA can interalia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

- 5. Integrity Pact** Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.
- 6. Eligible Consultants**
- 6.1 If a pre-qualification process has been undertaken, as outlined under Rule 27 and 28 of SPPR 2010 for the Contract(s) for which this RFP document is being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.
- 6.3 National consultant in case of National Competitive Bidding (NCB) and international consultant in case of International Competitive Bidding (ICB) shall comply with applicable laws concerning Federal, Provincial & Local taxes and specific eligible parameters defined in the Data sheet, terms of reference ToRs; and consultant from eligible source countries (for ICB) as defined under the rules, laws statutes or relevant instructions of Federal/Provincial Government are eligible.
- 7. Eligibility of Sub-Consultants** A prequalified/shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the pre- qualification/short listing process.
- 8. Only one Proposal** Prequalified/Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.
- 9 Proposal Validity**
- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to

such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of proposed amount).

10. Clarification and Amendment in RFP Documents

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

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.

- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission,

16.1 Proposal shall contain no interlineations or overwriting.

**Receipt, and
Opening of
Proposals**

Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

**17. Proposal
Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

**18. Evaluation of
Technical Proposals**

18.1 Notwithstanding any method used pursuant to Rule 36 (a-d) of SPPR 2010, the evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-

criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals:
(QCBS, Fixed-Budget, and Least-Cost Selection Methods
Only)**

- 18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

**19. Evaluation of
Financial Proposals**

- 19.1 In QCBS and Least Cost, Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according

to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations. However in least cost the technically qualified consultant with lowest proposed cost shall be selected.

19.4 The Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA

Staff/experts

expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

DATA SHEET

Clause Reference	
1.1	<p>Name of the Assignment is: Hiring of Consortium “For the Assistance of Thar Coal Tariff Determination Committee (TCTDC) in the Determination of COD Stage Tariff for M/s Sindh Engro Coal Mining Company (SECMC) for its 7.6 Mtpa mine at Block-II, Thar Coalfield, District Tharparkar, Sindh, Pakistan”.</p> <p>The Name of the PA’s official (s): <u>Director (A&F),</u> <u>Thar Coal & Energy Board, Government of Sindh.</u></p> <p>Address: <i>1st Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Opposite CM House, Karachi</i></p> <p>Telephone: <u>021-99207528-29</u> Facsimile: <u>021-99207534</u> E-mail: <u>diradmin@tceb.gos.pk</u></p>
1.2	<p>The method of selection is: <u>Quality & Cost Based Selection Method.</u></p> <p><u>The weights given to the Technical and Financial proposals are:</u></p> <p><u>Technical (70%)</u> <u>Financial (30%)</u></p> <p>The Edition of the Guidelines is: <u>The Sindh Public Procurement Rules.</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal:</p> <p><u>Yes (But in a separate sealed envelope)</u></p>
1.4	<p>The PA will provide the following inputs and facilities: <u>Dedicated staff for liaison & coordination. All the available data and reports, if any.</u></p>
1.5	<p>A Pre-Bid Conference will be held: Yes</p> <p>Date of pre-bid conference: 21.02.2023</p> <p>Time: <u>02:00 P.M.</u></p>

	<p><u>Director (A&F),</u> <u>Thar Coal & Energy Board, Government of Sindh.</u></p> <p>Address: <i>1st Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Opposite CM House, Karachi</i></p> <p>Telephone: <u>021-99207528-29</u> Facsimile: <u>021-99207534</u> E-mail: <u>diradmin@tceb.gos.pk</u></p> <p>Proposal submission address is: <u>Mentioned as above.</u></p> <p>Proposals must be submitted not later than the following date and time: <u>14.03.2023 not later than 02:00 p.m. and Technical proposal shall be opened at 03:00 p.m. on same date and above venue.</u></p>
1.6	<p>Expected date for commencement of consulting services: Within seven (7) days after signing of the Contract.</p> <p>Location: Tharparkar and Karachi, Sindh and any other place as required by the PA.</p>
9.1	Proposals validity shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB).
9.2	The Consortium shall submit bid security of two percent (2%) of the bid price along with financial proposal, in form of pay order / bank draft, and in favor of the “Thar Coal & Energy Board, Sindh” . The bid security shall remain valid for a period of twenty eight (28) days beyond the proposal validity period.
10.1	<p>Clarifications may be requested not later than <u>five</u> days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Director (Admin & Finance) Thar Coal & Energy Board Address: <i>1st Floor, State Life Building No.3, Dr. Ziauddin Ahmed Road, Opposite CM House, Karachi</i></p> <p><i>Telephone : 021-99207528-29</i> <i>Facsimile: 021-99207534</i> <i>E-mail: diradmin@tceb.gos.pk</i></p>
12	The Proposal as well as all related correspondence exchanged by the Consortium 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.
6.1	Not Applicable.

11.2	The estimated number of professional staff-months required for the assignment is: <u>18.25 including man-months of support staff</u>
13.1	The format of the Technical Proposal to be submitted is: <u>Full Technical Proposal</u>
13.2 (vii)	Training is specific component of this assignment <u>No.</u>
14.1	Reimbursable expenses not applicable. The successful Consortium shall be paid on lump sum basis (all inclusive) in accordance with his approved lowest evaluated bid. No additional reimbursement can be claimed on whatever pretext.
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <u>Yes</u> The Consortium should quote their fee inclusive of all taxes, applicable on them.
16.2	Consortium must submit the original and 05 copies of the Technical Proposal and the original of the Financial Proposal.
13.1	<p style="text-align: center;"><u>PRELIMINARY ELIGIBILITY CRITERIA</u></p> <p>A proposal received from a leading firm, shall only be considered if all the following components of the Basic Eligibility Criteria are satisfied and the leading firm will be required to submit the following, along with their technical proposal:</p> <ol style="list-style-type: none"> a. In case of sub-consultant, the Sub-consultancy agreement must be provided b. The Leading Firm must possess valid registration certificate from income tax authority (i.e., the NTN certificate) and relevant sales tax authority, if applicable, Incorporation Certificates and registration with relevant professional body. The same should be attached as part of the Technical Proposal. c. As part of the Technical Proposal, each Consulting firm (including all subcontractors) shall also provide a separate affidavit on stamp paper (original) of adequate value confirming that it (i) has not been blacklisted by any government or semi government department, agency, autonomous body, international organization or other clients; (ii) is not in litigation or dispute with any public authority or public sector organization; and (iii) is not providing audit and/or assurance and/or any advisory and/or any tax services to M/S Sindh Engro Coal Mining Company or any of its associated companies in any manner or form. In any case found in conflict of interest to above, the service contract will be terminated and firm will be blacklisted. d. As part of the Technical Proposal, each Leading Firm (including all associated firm) should include brief details of any concluded litigations and arbitration with any public authorities and public sector organizations and the results thereof.

	<p>e. As part of the Technical Proposal, each Leading Firm (including all associated firm) shall also provide a separate affidavit on stamp paper (original) of adequate value confirming that it does not have any conflict of interest.</p> <p><u>Eligibility Criteria for the Audit Consulting Firm:</u></p> <p>f. The Lead Firm should have at least ten (10) years of audit, accounting, or advisory experience in the mining/ power sector. Attach constitutional documents including memorandum and articles of association, certificate of incorporation or other documents of constitution, documents of registration of the legal entity, etc.</p> <p>g. The Lead Firm must have executed at least five (05) relevant projects (minimum consultancy cost of Rs.10 million each and above). Completion certificates in relation completed assignments must be attached.</p> <p>h. The Lead Firm must have a valid affiliation with an international firm. Documentary evidence of royalty / fee paid each year and a letter from the international partner regarding its affiliation and confirmation of tenure should be attached.</p> <p>i. The Lead Firm should possess QCR (Quality Control Rating) from Institute of Chartered Accountants of Pakistan (ICAP) of A Category. A copy of the relevant certificate should be submitted as part of the Technical Bid.</p> <p>j. Key personnel (Team Lead, Project Manager, Professional Auditor, Financial Analyst) of the Consortium's team must be associated with the Lead Firm for at least one (1) year. The CVs to be attached as part of the Technical Bid must provide similar experience projects carried out as part of the Audit Consortium's team.. Employment letters / salary slips/ contracts should be submitted as part of the Technical Proposal.</p> <p>k. The Consortium shall have at least one team member who has worked on similar power sector commercial operations stage true up related assignment for NEPRA.</p> <p><u>Eligibility Criteria for sub-Consultant / Technical Firm</u></p> <p>l. The Sub-Consulting Firm should demonstrate that it has at least five (5) years of relevant experience. Attach constitutional documents including memorandum and articles of association, certificate of incorporation or other documents of constitution, documents of registration of the legal entity, etc.</p> <p>m. The Sub-Consulting Firm shall have executed at least two (02) assignment which included topographical surveys (minimum consultancy cost of Rs.10 million and above). Letters of completion, completion certificates along with survey on A4 size to be attached.</p> <p>n. The Sub-Consulting Firm shall have executed at least two (02) project which included project management of civil/ mining engineering project (each consultancy cost of Rs.10 million and above). Letters of completion, completion certificates or any other document evidencing completion to be attached.</p>
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	<p>o. The Sub-Consulting Firm shall have executed at least two (02) project which include design projects (each consultancy cost of Rs.10 million and above. Letters of completion, completion certificates or any other document evidencing completion to be attached.</p> <p>p. The Sub-Consulting Firm should be registered with the Pakistan Engineering Council (PEC) as a Consortium firm with project profile code 1235 (surveying, valuation and loss assessment). A copy of the PEC registration certificate should be attached as part of the Technical Bid.</p> <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Lead Firm relevant to the assignment:</td><td style="text-align: right;">[12]</td></tr> <tr> <td>- Relevant to the assignment (each consultancy cost of Rs.10 million and above with documentary proof (02 Marks for each project))</td><td style="text-align: right;">[08]</td></tr> <tr> <td>- Worked with NEPRA</td><td style="text-align: right;">[04]</td></tr> <tr> <td>(ii) Specific experience of the Sub-Consultant Firm relevant to the assignment:</td><td style="text-align: right;">[08]</td></tr> <tr> <td>- Relevant to the assignment (minimum consultancy cost of Rs.10 million and above with documentary proof (01 Mark for each project))</td><td style="text-align: right;">[06]</td></tr> <tr> <td>- Drone Based Topographic Survey</td><td style="text-align: right;">[02]</td></tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (i) & (ii) : [20]</td></tr> <tr> <td>(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> <tr> <td>a) Technical approach and methodology</td><td style="text-align: right;">[07]</td></tr> <tr> <td>b) Work plan</td><td style="text-align: right;">[04]</td></tr> <tr> <td>c) Organization and staffing</td><td style="text-align: right;">[03]</td></tr> <tr> <td>d) Comments on TOR</td><td style="text-align: right;">[01]</td></tr> <tr> <td colspan="2" style="text-align: right;">Total points for criterion (iii): [15]</td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Lead Firm relevant to the assignment:	[12]	- Relevant to the assignment (each consultancy cost of Rs.10 million and above with documentary proof (02 Marks for each project))	[08]	- Worked with NEPRA	[04]	(ii) Specific experience of the Sub-Consultant Firm relevant to the assignment:	[08]	- Relevant to the assignment (minimum consultancy cost of Rs.10 million and above with documentary proof (01 Mark for each project))	[06]	- Drone Based Topographic Survey	[02]	Total points for criterion (i) & (ii) : [20]		(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[07]	b) Work plan	[04]	c) Organization and staffing	[03]	d) Comments on TOR	[01]	Total points for criterion (iii): [15]	
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20.1	Expected date and address for contract negotiations: To be announced later.																																													
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee. The amount of performance security will be equivalent to 5% of the contract amount.																																													
5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed PKR. 2.5 million.																																													

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 13.1 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13.2 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____ Name
and Title of Signatory: _____ Name
of Firm: _____ Address:

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

For FTP Only

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* _____
2. **Name of Firm** *[Insert name of firm proposing the staff]:* _____

3. **Name of Staff** *[Insert full name]:* _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. **Membership of Professional Associations:** _____

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* _____

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____ Year: _____</p> <p>Location: _____ PA: _____</p> <p>Main _____ project _____ features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input			
		1	2	3	4	5	6							Home	Field ³	Total	
Foreign																	
1		[Home]															
		[Field]															
2																	
																	
3																	
																	
n																	
																	
Subtotal																	
Local																	
1		[Home]															
		[Field]															
2																	
																	
n																	
																	
Subtotal																	
Total																	

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input

FORM TECH-8. WORK SCHEDULE

N ^o	Activity ¹	Months ²											
		1		2		3		4		5		6	
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 14 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

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Form FIN-4. Breakdown of Remuneration ¹	38
Form FIN-5. Breakdown of Reimbursable Expenses ¹	39

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____ Name
and Title of Signatory: _____ Name
of Firm: _____ Address: _____

-
- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²		

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):² <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	Description:³ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
Local Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

N°	Description ¹	Unit	Unit Cost ²

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 14.1 of the Data Sheet.
- 2 Indicate unit cost and currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.
- 4 Only if the training is a major component of the assignment, defined as such in the TOR.

Section 5. Terms of Reference

HIRING OF CONSORTIUM “FOR THE ASSISTANCE OF THAR COAL TARIFF DETERMINATION COMMITTEE (TCTDC) IN THE DETERMINATION OF COD STAGE TARIFF FOR 7.6 MTPA MINE OF M/S SINDH ENGRO COAL MINING COMPANY (SECMC) AT BLOCK-II, THAR COALFIELD”.

(a) Background

1. Thar Coal and Energy Board (“**TCEB**”) has been established under Thar Coal and Energy Board Act, 2011 (the “**TCEB Act**”), to act, *inter alia*, as a one window facilitator in matters relating to coal mining projects being developed in the region of Thar, Sindh, Pakistan. Pursuant to Section 5 of the TCEB Act, TCEB is mandated to determine and control the tariff of coal from Thar, Sindh, Pakistan subject to the relevant guidelines and consistent with the provisions of the TCEB Act, laid down by the Government of Sindh (“**GOS**”). In addition, TCEB is also responsible for determining the process and procedures for reviewing tariff and recommending tariff adjustments.
2. In order to review the coal tariff petitions by various mine lease holders in Thar Coalfield and to determine the coal tariff, the Government of Sindh has notified the Thar Coal Tariff Determination Rules, 2014 on 27th November, 2014. Subsequently, the Chairman TCEB/Chief Minister, in terms of Rule 3(1) of the Thar Coal Tariff Determination Rules, 2014, has constituted a three member “Thar Coal Tariff Determination Committee”, to assist the Board in matters relating to the coal tariff and to send its recommendations to the Board by evaluating and reviewing coal tariff petitions submitted by the mine lease holders in Thar.

(b) Project and Assignment

3. SECMC has submitted a tariff petition (the “**Tariff Petition**”) before the Thar Coal and Energy Board (TCEB) for determination of its COD Stage Tariff in respect of SECMC’s Open Cast Lignite Mining Project entailing 7.6 Mtpa Mine located at Thar Block-II, District Tharparker, Sindh, Pakistan (the “**SECMC Project**”).
4. TCEB and its Thar Coal Tariff Determination Committee, constituted pursuant to Rule 3(1) of Tariff Rules is required to analyze and evaluate the contents of the Tariff Petition and determine the COD-stage tariff for the SECMC Project in accordance with the requirements of the relevant laws of Pakistan, including without limitation, the TCEB Act, the Tariff Rules and other rules and regulations made thereunder.

(c) Audit consultancy services

5. The Leading Firm shall thoroughly review, evaluate and comment on and all supporting documents and conduct verification of quantities and their costs incurred for the project and perform all functions which the PA may request them to perform in relation to the project. Such functions shall include but shall not be limited to the following:
1. Conduct a detailed verification of the entire project cost with the cost components at different stages. Particulars of projects cost breakdown includes but not limited to:
 - A. EPC costs such as procurement and supplies, construction services, OB, PG & LG (non-diesel), OB, PG & LG (Diesel), and owners over burden removal;
 - B. Coal handling system, road construction, duties and taxes;
 - C. Non-EPC costs such as capital items, land, project development cost, company and sponsor cost, insurance during construction, legal and professional charges, effluent disposal pond, consultancy and studies;
 - D. Various fees and commissions paid during construction, financing fee and charges, interest during construction etc.
 2. Conduct verification of reasonableness, justification and inspection of supporting documents for the incurrence of the foregoing costs.
 3. Conduct verification and certification of cost statements and proformas as maintained by the SECMC.
 4. Convert allowable project cost denominated in foreign currency to PKR where applicable.
 5. Review key onshore and offshore contracts to ensure compliance, verification of cost and payment to contractors.
 6. Review financing agreements and verify the financing costs.
 7. Test key management estimates and assumptions with corroborative audit evidence and precedence.
 8. Provide details of all assumptions, reasoning and valuations used to arrive at specific recommendations.
 9. Verification and recalculations of the indexations.
 10. Ensuring compliances with all applicable laws and guidelines and regulations.
 11. Determination of whether the adjustments pertaining to EPC cost are justified.

12. Determination of whether the various assumptions of the Tariff Petition are justified.
13. Ensuring that any other terms and conditions necessary for the Tariff Determination are fulfilled.
14. Netting off of liquidated damages, penalties, interest, and income actually recovered/ recoverable, pertaining to the construction period, with the project cost where applicable.
15. Ensure that the financing fees, charges allowed in the Tariff Determination as a percentage should be claimed consistent to the applicable thresholds or the benchmark allowed and should be applied to the debt portion excluding the impact of interest during construction and all types of financing fees and charges including Sinasure fees.
16. Provide necessary reports as per the schedule communicated alongwith reservations or qualifications or observations, or suggestions in relation to the foregoing.
17. Commenting on any inappropriate, inefficient, fraudulent or illegal content in the Tariff petition or supporting documents.
18. Conducting verification of contractors and employees of SECMC including their salaries, wages and benefits;
19. Carry out all activities necessary or incidental to any of the foregoing functions or any other work assigned by the PA.
20. Attending hearings and meetings, as requested by the PA, in connection with the evaluation of the Tariff Petition and Determination;
21. Preparing reports of its findings and proposing appropriate drafts of the relevant sections of the Determination, each in a manner and form specified by the PA;
22. The Lead Firm will provide justifications and calculations used, as well as a detailed explanation for the methodology used in arriving at specific recommendations for the Determination.
23. Providing professional services, specialist advice and integrated solutions, financial advisory services and technical assistance with respect to the evaluation of the Tariff Petition and Determination to be issued by TCEB;
24. Based on the due-diligence review and the necessary input received from SECMC, the Lead Firm will evaluate and review financial model prepared by SECMC.

(d) Engineering Consultancy Services

The Consultant shall thoroughly review, evaluate and comment on all supporting documents submitted by SECMC from a technical perspective, and perform all other functions as may be reasonably requested by the PA which functions shall include but not be limited to the following:

- (a) Verifying the over burden (OB) and coal volumes in relation to the mine through *inter alia* 3-dimensional terrain modelling;

- (b) Verifying consumables including diesel, lubes, spare parts, tyres etc.;
- (c) Physically verifying machinery and dewatering pumps;
- (d) Verifying working hours of machinery and dewatering pumps;
- (e) Verifying dewatering volumes.
- (f) Conducting verification of infrastructure including buildings, roads, power, water, sewage etc.
- (g) Conducting verification of land acquisition and re-settlement in relation to the mine.
- (h) Conducting verification of security at the mining site; and
- (i) Carrying out all activities necessary or incidental to any of the foregoing functions.
- (j) Creating 3-dimensional digital terrain model of the excavated coal mine and removed over burden material and coal off-site. The Consultant may use latest 3D mapping technology involving mapping drone using minimum 8 Ground Control Points (GCP) using Real-time kinematic (RTK) positioning.

Accuracy:	1cm + 1 ppm RTK Horizontal Accuracy 1.5cm + 1 ppm RTK Vertical Accuracy Ground Sample Distance (GSD) < 2 cm/pixel
Drone:	DJI Phantom 4 RTK or Yuneec Tornado H920 Plus or equivalent
Software:	Pix4Dmapper, Agisoft Photoscan or Autodesk Recap photo or equivalent

6. Team Composition and Job Description

S. No.	Position	Man-months for Project
1.	Project manager / Team Leader (01 No.)	1
2.	Professional Auditor (01 No)	1
3.	IPP Expert (01 No)	0.75
4.	Financial Analyst / Specialist (01 No.)	1
5.	Valuation expert / Quantity engineer (01 No.)	0.75
6.	Mining Engineer (01 No.)	1
7.	Surveying Specialist (01 No.)	0.75
8.	Site Surveyor (02 No.)	1.5
9.	Legal Expert (01 No.)	0.5
10.	Support Staff (10 Nos.)	10
Total man months		18.25

7.1. Qualification and job description for the Key Experts:

1) Project manager / Team Leader:

Roles and Responsibilities:

- Overall management and supervision of the progress of the assignment
- Overall execution, conduct and monitoring of tasks as outlined in TORs
- Insurance of timely production and submission of deliverables to the Client
- Mobilization of team and deployment of resources, necessary for the performance of all functions which the Client may request them to perform
- `Liaison with the client; and attendance of meetings and presentation
- Provide justifications and calculations used, as well as a detailed explanation for the methodology used in arriving at specific recommendations for the Determination.
- Attending hearings and meetings, as requested by Client, in connection with the evaluation of the Tariff Petition and Determination
- Submit final reports of findings and proposing appropriate drafts of the relevant sections of the Determination, in a manner and form specified by Client.

Qualification and Experience: CA / CFA having minimum 20 years of auditing and consulting experience. Seven (07) years of auditing and consulting experience in power sector. Experience of Audit and consultancy services for NEPRA will be given additional advantage.

2) Professional Auditor:

Roles and Responsibilities:

- The auditor is responsible to liaison with other team members and provide its recommendation on when it is needed.
- Provided recommendation over complete project cost including but not limited to, EPC cost (OB, PG & LG, over burden removal cost etc.), Non-EPC cost (capital items, land, project development cost, company and sponsor cost, insurance during construction, legal and professional charges, effluent disposal pond, consultancy and studies etc)
- Conduct verification of reasonableness, justification, and inspection of supporting documents for the incurrence of the foregoing costs.
- Conduct verification and certification of cost statements and proformas as maintained by the SECMC.
- With the help of legal expert review key onshore and offshore contracts to ensure compliance, verification of cost and payment to contractors.
- Test key management estimates and assumptions with corroborative audit evidence and precedence.
- Specific recommendation over details of all assumptions, reasoning and valuations used.
- Ensure that the financing fees, charges allowed in the Tariff Determination as a percentage should be claimed consistent to the applicable thresholds or the benchmark allowed and should be applied to the debt portion excluding the impact of interest during construction and all types of financing fees and charges including Sinasure fees.
- Assist the team in preparation of financial model in relation to tariff determination.
- verify that any other terms and conditions necessary for the Tariff Determination are fulfilled
- Provide assistance and recommendation in preparation of final report.

Qualification and Experience: CA / CFA / ICMA with specialization in the relevant field having 15 years of auditing and consulting experience. Five (05) years of auditing and consulting experience in power sector. Experience of Audit and consultancy services for NEPRA will be given additional advantage.

3) IPP Expert:

Roles and Responsibilities:

- Assist the team in the matter of justifying on-shore and off-shore contracts,
- Assist the team in the verification and recalculations of the indexations.
- Determination of whether the various assumptions of the Tariff Petition are justified
- Ensuring that any other terms and conditions necessary for the Tariff Determination are fulfilled
- Ensure that the financing fees, charges allowed in the Tariff Determination as a percentage should be claimed consistent to the applicable thresholds or the benchmark allowed and should be applied to the debt portion excluding the impact of interest during construction and all types of financing fees and charges including Sinasure fees.

- Assist the legal expert in the matter of identifying inappropriate, inefficient, fraudulent or illegal content in the Tariff petition or supporting documents
- Assist the team in the preparation of final recommendation report.

Qualification and Experience: Master's degree in engineering (Electrical / Mechanical / any other relevant), having Ten (10) years of experience in IPP / power sector with at least five (05) years of experience with NEPRA and at least one true-up of commercial operations stage tariff assignment.

4) Financial Analyst / Specialist:

Roles and Responsibilities:

- Support the team in the matter of performing financial due diligence.
- Liaison with technical and audit team the matter of the meaning-full financial information.
- Review the complete project cost including but not limited to, EPC cost (OB, PG & LG, over burden removal cost etc.), Non-EPC cost (capital items, land, project development cost, company and sponsor cost, insurance during construction, legal and professional charges, effluent disposal pond, consultancy and studies etc.)
- Review the estimates given in tariff petition in relations to production payments and capacity payments.
- Review the financing documents and verify financing cost
- Verify the salaries, wages and benefits through contractors and employees of SECMC.
- Prepare and finalize the various reports as require by the client which is also stated in the RFP deliverables with help of technical and financial team on timely basis.
- Based on recommendation of technical and financial team, prepare the revised recommended financial model that will be incorporated into final recommendation report.
- Provide assistance in preparation of final recommendation report.

Qualification and Experience: CA / CFA / ICMA / ACCA / MBA with specialization in the relevant field having 10 years of auditing and consulting experience. Five (05) years of auditing and consulting experience in power sector. Experience of Audit and consultancy services for NEPRA will be given additional advantage.

5) Valuation Expert / Quantity Engineer:

Roles and Responsibilities:

- Verifying consumables including diesel, lubes, spare parts, Tyres, etc.
- Verification of Site equipment's and machinery (including mining equipment's, OB removal equipment's, dewatering pumps, coal handling system etc.)
- Conducting verification of infrastructure including buildings, roads, power, water, sewage etc.
- Conducting verification of land acquisition and re-settlement in relation to the mine.
- Conducting verification of security at the mining site; and
- Carrying out all activities necessary or incidental to any of the foregoing functions.

Qualification and Experience: Bachelor's degree in engineering (Civil / Urban / Mechanical / any other relevant), having 10 years of experience as valuation / quantity engineer

6) Mining Engineer:

Roles and Responsibilities:

- Verifying the over burden (OB) and coal volumes of SECMC Pit with the help of developed geological models using GMP software (e.g. Geovia Surpac, Minex, Vulcan, or equivalent)
- Review different plans submitted by SECMC including but not limited to mining plan, coal extraction plan, dewatering plan etc. and identify the deviations with respect to actual work performed on site.
- Perform gap analysis between actual working hours of site equipment (including machinery and dewatering pumps, coal handling system etc.) and the working hours plan submitted by SECMC.
- Assist the team in matter of determining the EPC, Non-EPC cost.
- Large topographic survey assignments.
- Carrying out all activities necessary or incidental to any of the foregoing functions.
- Provide technical assistance in preparation of final recommendation report.

Qualification and Experience: B.E. / BSc / Master's degree in Mining or any relevant engineering field, having at least 05 years of experience in mineral resource estimations and mine planning.

7) Surveying Specialist:

Roles and Responsibilities:

- Verification of digital models submitted by SECMC.
- Assist the team in development of 3-dimensional digital terrain model of the excavated coal mine and removed over burden material and coal off-site. The Consultant may use latest 3D mapping technology involving mapping drone using minimum 8 Ground Control Points (GCP) using Real-time kinematic (RTK) positioning.

Accuracy: 1cm + 1 ppm RTK Horizontal Accuracy
1.5cm + 1 ppm RTK Vertical Accuracy

Drone: DJI Phantom 4 RTK or Yuneec Tornado H920 Plus or equivalent

Software: Pix4Dmapper, Agisoft Photoscan or Autodesk Recap photo or equivalent

Qualification and Experience: Master's degree (Architect / Software / Computer sciences / any other relevant), having more than five (05) years of relevant experience.

8) Site Surveyor:

Roles and Responsibilities:

- Provide assistance to the expert in the matter of determining the over burden (OB) and coal volumes of mine,
- Perform comprehensive routine surveys to evaluate the ongoing mine operations.
- Assist the expert in the matter of determination of actual working hours of site equipment (including mining equipment, OB removal equipment, Dewatering equipment, coal handling system etc.)

- Assist the expert in the matter of estimating life of site equipment (including mining equipment's, OB removal equipment, Dewatering equipment's, coal handling system etc.)
- Liaison with the management of SECMC to evaluate their on-site and off-site operation.
- Conducting verification of contractors and employees of SECMC including their salaries, wages and benefits.
- Assist the team in matter of preparing final recommendation report.

Qualification and Experience: Diploma/ B.Tech Civil / any other relevant, having more than seven (07) years of experience as quantity / site surveyor.

9) Legal Expert:

Roles and Responsibilities:

- Assist the auditor in the matter of verification of reasonableness, justification and inspection of supporting documents for the incurrence of the foregoing costs.
- Assist the team in review of key onshore and offshore contracts to ensure compliance, verification of cost and payment to contractors.
- Ensuring compliances with all applicable laws and guidelines and regulations
- Ensuring that any other terms and conditions necessary for the Tariff Determination are fulfilled
- Commenting on any inappropriate, inefficient, fraudulent or illegal content in the Tariff petition or supporting documents.
- Verification of all legal document including but not limited to land lease agreement, financing documents, onshore, offshore contracts, EPC contracts etc.
- Attending hearings and meetings, as requested by Client, in connection with the evaluation of the Tariff Petition and Determination.
- Assist the team in preparation of final recommendation report.

Qualification and Experience: LLM / Bar at law, having more than 15 years of experience as Corporate legal advisor. 05 years of experience in development of tariff determination order for NEPRA.

8. Reporting Requirements and Time Schedule for Deliverables

S. No.	Deliverables	Time Schedule for SECMC Project	Payment schedule
1	Upon satisfactory Inception Report	7 days after mobilization	5%
2	Site survey and geological report	15 days after mobilization	10%
3	Satisfactory report related to coal extraction, dewatering and OB removal.	25 days after mobilization	10%
4	Satisfactory report related to Quantity and working hours of site equipment's, site consumables (diesel, lubes, spare parts, Tyres, etc.) and other related cost (including salary, insurance etc.)	35 days after mobilization	10%
5	Satisfactory report over cost structure that includes EPC, Non – EPC cost etc.	45 days after mobilization	15%
6	Satisfactory report after vetting of listed contracts and agreements from legal consultant.	55 days after mobilization	20%
7	Upon submission of satisfactory final recommendation report	60 days after mobilization	30%

Section 6. Forms of Contract

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, thereunder 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, sub-contractors, 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 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 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 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) 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 (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 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 Appendix C, 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 (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-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 Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.
- 4.2 Removal** (a) Except as the PA may otherwise agree, no changes shall be made

**and/or
Replacement
of Personnel**

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 Appendix F.

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 Appendix 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 Appendices D and E.
- 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 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 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.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements 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	<p>The addresses are:</p> <p>Procuring Agency:_____ Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Attention: _____ Facsimile: _____</p> <p>E-mail: _____</p>

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants 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-Consultants 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-Consultants 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-Consultants 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-Consultants 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-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with 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 *[insert date]*.

2.3 The time period shall be *[insert time period, e.g.: twelve months, eighteen months]*.

3.4 The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*;
- (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*;
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Special Condition of Contract

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: *[insert actions]*.}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7 (b)} *Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*

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

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

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} *Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”*

6.1 Procuring Agency shall indicate bid security not less than 1% and above 5%
Performance security shall not exceed 10% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.5 The accounts are:

for foreign currency or currencies: *[insert account]*

for local currency: *[insert account]*

Payments shall be made according to the following schedule:

- (a) Ten (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Twenty (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

***Note:** This sample clause should be specifically drafted for each contract.*

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:

Appendix A (INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

..... [name of Supplier] 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 GoS through any corrupt business practice.

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

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 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 *[insert start date]* and continuing through *[insert completion date]* 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 *[insert amount]*. 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 *[specify currency]*, 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**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] *th* calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{lo} \frac{I_t}{I_{lo}}$$

where R_t is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{lo} is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

The PA designates Mr./Ms. [insert name] 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

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.

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

Contract

software.

- 9. Consultant Not to be Engaged in 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 equipment's.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. 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.
- 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

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____