



Energy Department

Government of Sindh

CONSULTANCY SERVICES FOR HEALTH AND SAFETY
AUDIT OF M/S SINO SINDH RESOURCE (PRIVATE)
LIMITED (BLOCK-I) AND M/S SINDH ENGRO COAL
MINING COMPANY (BLOCK-II), THAR COAL FIELD

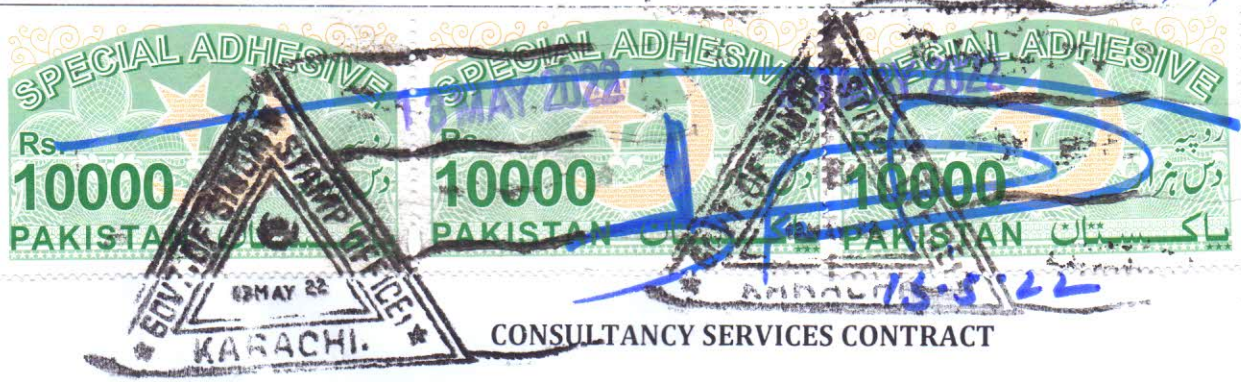


URS INSPECTION PRIVATE LIMITED



29 866301 306

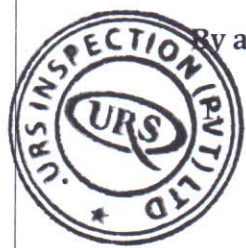
17/5



CONSULTANCY SERVICES CONTRACT

This Consultancy Services Contract ("Contract") is entered into at Karachi on this the - 9th day of May, 2022

By and between:



THE ENERGY DEPARTMENT OF THE GOVERNMENT OF SINDH, having its offices at 3rd Floor, State Life Building, Ziauddin Ahmed Road, Karachi represented by the Secretary, Energy Department (hereinafter referred to as "PA"); and

Anika

URS INSPECTION (PVT) LIMITED, a company incorporated under the laws of the Islamic Republic of Pakistan and having its principal place of business at D-6/A, Block 9, Kehkashan, Clifton, Karachi Pakistan. (hereinafter referred to as "Consultant")

WHEREAS:

The PA is desirous of consultancy services for health and safety audit of m/s sino sindh resource (private) limited (block-I) and m/s sindh engro coal mining company (block-II), thar coal field ("Project").

- A. In order to proceed further, PA is desirous of engaging qualified consultants in relation to the Project in accordance with the terms of reference and Scope of Work listed in **Annexure A** of this Contract ("Assignment").
- B. The Consultant (defined below), led by the PA, participated in, and was selected for the Assignment in a competitive bidding process by the issuance of a Request for Proposals (RFP) on January 03, 2022
- C. The PA in collaboration with the Consultant (defined below), have confirmed to PA that they have the requisite experience and resources to undertake the Assignment for such consideration and terms given herein below.
- D. PA has agreed to accept the offer of the consultant for undertaking the Assignment.

NOW THEREFORE, the parties hereto agree as follows:

1. Definition

In this Contract, unless the contrary intention appears:



Anika



"Consultant" means collectively the members of consultative team for the Project detail in **Annexure C**, attached hereto;

"Contract" means this contract executed between PA and the Consultant;

"Terms of Reference" means work required to be carried out by the consultative team in relation to the Project, as listed and detailed in **Annexure A** attached hereto;

"Consultative Consortium" means and includes members of the consultative Consortium, appointed under specific terms and to whom, a portion or a part, of the Terms of Reference is allocated or assigned by the Consultant for the purposes of this Contract;

"Technical Proposal" means the technical proposal in connection with the Assignment submitted by the consultant on February 28, 2022.

Terms of Reference

The Consultant shall perform the Services during the period Commencing MAY 9th, 2022 and continuing through June 30, 2022 or any other period as may be subsequently agreed by the parties in writing.

Fee and Commencement Date

Fee

(a) Ceiling for Services rendered pursuant to Annexure A, the PA shall pay the Consultant an amount not to exceed **PKR 24,750,000**. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

(b) Mode of payment detail are in **Annexure -C**

Commencement Date

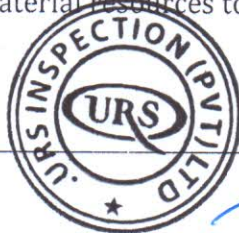
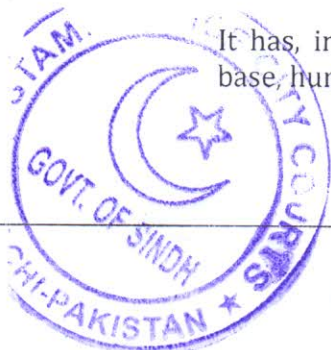
For the purposes of this Contract and the services to be provided hereunder, the commencement date for the Assignment shall be the date of signing of this Consultancy Services Contract.

Warranties

PA hereby represents and warrants to the Consultant that it has all the necessary authorization, mandate and capacity to award the Terms of Reference to the Consultative Consortium pursuant to this Contract.

5.2 The Consultant warrants that:

It has, in collaboration with its Consultative Partners, all necessary knowledge base, human and material resources to undertake the Assignment according to the



73.5.22

best international practices;

It has all necessary warranties from Consultative Partners confirming that they have the necessary professional, intellectual and material resources to undertake their respective parts of the Terms of Reference in connection with the Assignment; and

It has all necessary consent from Consultative Partners to accept the Assignment, abide by the terms of the Contract and that they shall perform their respective parts of work professionally and according to the international best practices.

Communication

All the significant communication between the Parties shall be in writing delivered through some established credible medium which will include email but deliverables shall be in hard and also in soft copy form.

- 2 All of the substantive nature communication between the Parties shall be sent to the following persons without fail in addition to any other person(s) or official(s) the Parties to the agreement may notify each other or the person(s) or official(s) to whom it is necessary and obligatory to send that communication. The respective key contact persons for communication shall be:

For PA

Communication/Deliverable/report address to:

Name : Mr. Shariq Raza
Designation : Senior Technical Officer
Address: Energy Department, 3rd Floor, State Life Building No. 3, Ziauddin Ahmed Road, Karachi
Telephone: +92(21) 99204606
Email : shariqhyder@hotmail.com

For Consultant

Name : Zahid Khalid Malik
Designation : CEO(Projects)
Address : D-6/A, Block-9, Kehkashan, Clifton , Karachi.
Telephone : +92(21) 35876488
Cell : +92 300 3734737
Email : zahid@urs-inspection.com

Reporting/Deliverables

The Consultant shall provide PA with the following deliverables during the course of the Assignment:-

- i. Inception Report
- ii. Mid-term Report
- iii. Final Report

- 7.2 The outcome of the Project is to complete the Assignment as per the Terms of Reference.





- 7.3 Whilst each submission of the work products shall address different aspects of the Assignment that the Consultant shall perform.
- 7.4 In order to confirm that the Consultant's reports address all the matters within the agreed Terms of Reference, in accordance with **Annexure B**.

Access

For undertaking the Assignment the Consultant will have the access to and the PA will make all efforts to provide to it all the relevant and necessary information and documents wherever applicable and possible, which would facilitate the consultant in connection with the Assignment.

Assignment and Charges

The Consultant shall not assign this Contract or any part hereof except with prior consent in writing of the PA, which consent the PA shall be entitled to decline without assigning any reason whatsoever. Notwithstanding the generality of this clause, nothing herein shall restrict the ability of the Consultant to delegate part of the Terms of Reference to members of the Advisory Consortium, possessing relevant expertise.

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.

Confidentiality

The Consultant shall not, during the term of this Contract and within Four Months after its expiration, disclose any proprietary or confidential information relating to the Assignment, this Contract or the PA's business or operations without the prior written consent of the PA.

12 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 Lead Advisor may retain a copy of such documents and software.

13 Consultant Not to be Engaged in Certain Activities

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

OFFICE SUPERINTENDENT
Stamp Office, City Court
Karachi

13.5.22

13 MAY 2022



Amir



14 Insurance

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

15 Assignment

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

16 Settlement of disputes



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

17 Annexure's to the Contract

The following Annexure's shall form the integral part of this Contract:

- o Annexure A -Terms of Reference/Scope of Work
- o Annexure B -Reporting/Deliverables
- o Annexure C - Payments / List of Personnel

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

<p>For and on behalf of: ENERGY DEPARTMENT GOVERNMENT OF SINDH</p>	<p>For and on behalf of: CONSULTANT</p>
 <p>Signature: <i>[Handwritten Signature]</i> Name: <i>Khadija Hussain Chama</i> Title: <i>Spl. Secy Energy</i></p>	 <p>Signature: <i>[Handwritten Signature]</i> Name: <i>HAIDER ALI KHAN</i> Title: <i>CEO</i></p>

Witness-01:

Name: *SUHAJ LAZA*
CNIC# *91304-232638-3*
Sign: *[Handwritten Signature]*

Witness-02:

Name: *Sohail Farooq*
CNIC# *42201-0571810-7*
Sign: *[Handwritten Signature]*

ANNEXURE - A

A- Term of Reference

- We understand that the client will provide adequate safety and security to the consultant and its staff at sites and during travelling to sites.
- Restrictions in consultant's movement due to security issue, if occurred, would result in adjusting the delivery of outputs and associated costs.
- Covid-19 pandemic and other epidemic when declared as calamity by the government will be dealt accordingly to the contract clauses.

B- On Counterpart Staff and Facilities

- Permission to enter the project related area properly
- Client will provide all existing data and study reports
- Necessary letters of introduction to the other departments / agencies / offices, where the Consultants may need to visit for the assignment.

C- Scope of Services / Work

The auditors will perform the assigned tasks within the following scope:

1. All existing safety practices will be audited, assessed and analyzed
2. Assessment will be made to highlight any shortcomings in current safety practices and any additional staffing or procedural practices will be identified
3. Compatibility and workability of all safety equipment shall be checked against applicable international standards
4. Existing Emergency response mechanisms , arrangements , plans and procedures will be assessed.
5. Contingency plans in case of any fire and other hazards will be assessed
6. Monitoring mechanisms of safety protocols will be checked
7. Routine HSE activities such as Tool Box Talks, Orientation of Workers, First Aid I Fire safety Site Trainings performed by the project owners safety staff for safe mining practices will be assessed.
8. Current procedures for Hazard Risk Assessment and issuance of safety warnings to workers and staff will be assessed.



Amir



9. Systematic identification of safe mining practices ;
 - a. Assessment of traffic rules for heavy earth moving machinery and dumpers besides,need for the appointment of traffic control staff
 - b. Assessment of lighting arrangements at mining sites during night working
 - c. Evaluation of safety berms, mine roads, barricading, machinery and other essential designing parameters will be checked against the approved design
10. Evaluation will be made for; the existing medical facilities, readiness and equipment required to treat occupational injuries and to cater the outbreak of any occupational diseases. The appointment of qualified medical practitioners at site including satisfactory standard of trauma centers equipped with proper staffing, specialists and burns wards.
11. Evaluation of food and hygienic standards provided at workers / employees residential facilities/camp sites will be checked.
12. Handling storage and transportation of hazardous substance will be evaluated
13. Arrangements for the storage and disposal of infectious I medical waste ,hazardous and solid I kitchen wastes etc. will be checked against the applicable scientific standards and Good International Industry Practices (GIIP) Storage of coal in scientific manner along with mechanism to control the spontaneous combustion of fuel
14. Level of PPEs provision and utilization will be checked
15. Any adverse HSE impacts of mining activities on nearby communities will be Assessed.
16. Evaluation of site security arrangements.
17. Evaluation of ambient air quality records.



Ani ka



COURTS

ANNEXURE - B

Reporting/ Deliverables

URS envisage following reports output during the entire audit period.

- | | |
|--------------------|---|
| • Inception Report | Start of Contract 1 week |
| • Midterm report | After completion of 1st month |
| • Final report | after 2 nd Month at the end of audit period. |



Ar 16



ANNEXURE - C

S. No	Activities and Milestones	Mode of Payment		
		Timeline	Percentage	Amount (PKR)
PHASE-1				
1.	Inception Report / Mobilization Fees	1 Week	30	7,425,000/-
PHASE-2				
2.	Mid-Term Report	1 Months	50	12,375,000/-
3.	Final Report	2 Months	20	4,950,000/-
	TOTAL		100	24,750,000/-

Notes:

- Payment is due on achievement of each milestone as per Contract, (shown in bold above), however, milestones do not directly relate to the actual cost of the activity stated.
- In case any delay occurs in proceeding with the consultancy services for more than two months, beyond the control of consultants, then payments for the completed components of the milestones are to be made by the GoS.

List of Personnel

Mr Daud Shah	Project Manager
Mr.Muhammad Yaqub Shah	Minning Expert
Mr. Ahmed Rehman	HSE Expert
Mr.Adeel Ahmed	Senior Environmentalist
Mr.Wajai Kumar Maharaj	Senior Sociologist
Dr.Naresh Kumar	Medical Practitioner
Dr Shahid Butt	Medical Practitioner
Mr.Shabee Ul Husnain	HSE Assistant
Mr.Irfan Mangi	HSE Assistant
Mr.Uzair Saeed	Environmentalist Assistant
Mr.Khurram Shams Khan	Environmentalist Assistant
Mr.Zahid Kahlid Malik	Focal Person
Mr.Sohail Farooq	Project Coordination, Administration & Finance



M. G.

