

K-IV GREATER KARACHI BULK WATER SUPPLY SCHEME

OCL/K-91/K-IV/2020/08/11/01

August 11, 2020

Planning Officer (PP&H)
 Planning & Development Department
 Government of Sindh
 Tughlaq House
 Karachi

Subject : Minutes of the Progress Review Meeting of Greater Karachi Bulk Water Supply Scheme, Phase-I, K-IV Project (260 MGD)

Dear Sir,

We are in receipt of your letter No. PD/PP&H/SLG-14/110 dated July 21, 2020 enclosing the Minutes of Meeting of July 13, 2020 held under the Chairmanship of Chairman P&D Board, GoS. In this regard, we would like to identify some facts for your perusal which may require re-wording of the minutes

- a. **Para 5 i and Para 7a:** It may kindly be noted that as per contents of Report of Technical Committee (forwarded to us), Design Review Consultant (NESPAK) raised variety of issues in their report which were **deliberated thread bear in the Technical Committee meetings and most observations were rejected as per the Conclusions of both Sub-Committee (Para 4) and the Technical Committee (Para 8)** Only some minor issues raised are being asked to be re-examined as per the Recommendations & Way Forward of Technical Committee and Cabinet decision. These ~~which~~ shall be addressed by us upto the technically feasible limit and will also be reflected in modified Design Report. The Hon. Chairman P&D Board also emphasized that OCL should carry-out the Design Review and Modifications in light of the Technical Committee's recommendations and the Cabinet's decision. As such, the 3rd para of Para 5-i and Para 7a needs to be re-worded accordingly as our task is to address the observations of Technical Committee and not all the points mentioned in NESPAK's report, majority of which were neither justified by NESPAK in the Technical Committee Meetings nor were accepted by the Technical Committee being irrelevant and not technically sound.

The additional protection features will have an additional cost which will be included in the Revised PC-1 subsequently.

- b. **Para 5 ii and Para 7 b:** For Design Review, Modifications (if and where required) as well as for finalization of design of additional requirements, OCL is putting-up the Design Team for the Task as the original design period under for the said works was from Jan. 2015 to Dec. 2015 and as such, for this new assignment, a design team has been mobilized. CVs of said design team's key members shall be sent for information of Client and GoS. Please note that this Design Team has already been mobilized and since they shall not be billed to the project, we will be sending their CVs for information of the Client. At no point of time, the approval of this team was discussed or mentioned in the meeting by OCL or any other participant.

- c. **Para 5 iii:** As identified in the Meeting and in the knowledge of the Client, we would like to re-iterate that most of the items included under the "missing items" were very much part of the Design Report and the Tender Document hence cannot be termed as missing items as these were part of the FWO's Bid and were later-on deleted by the Client at the negotiation stage with FWO due to shortage of funds.

Detail is as under:-

a.	Road Bridges	Included in Design / Tender document and the Initial Bid of FWO but later-on deleted by Client due to shortage of funds.
b.	Pedestrian Bridges	
c.	Transmission Line	The provision of energy to the project is not part of Consultant's scope of work. The power requirements of K-IV were supposed to be met under a separate project of a Power Plant on PPP mode by GoS. However, during the course of project, the power requirements and transmission line of the two Pumping Stations are to be provided by the Independent Power Plant and for this a separate consultancy is being done, not related to OCL. For the three Filtration Plants, Client decided to get electricity through KE for which Client & KE are in coordination. The Client has asked OCL to keep the cost of this activity in revised PC-1 and their costs and any details required will be provided to OCL by the Client.
d.	Rock removal	Not required as per decision of Chairman P&D during the said meeting.
e.	Staff Colonies	Included in Design / Tender document and the Initial Bid of FWO but later-on deleted by Client due to shortage of funds. Exact requirements to be provided by the Client as per their Operational Requirements.
f.	Additional 65 MGD pumps – 01 each for PS-1 & PS-2 (Total 6 pumps instead of 05 for each pumping station)	6x pumps in each Pumping Station were already part of Design / Tender Documents and were part of the Bid of FWO. One pump from each PS was deleted by the Client during negotiations due to shortage of funds with clear understanding that it will be included in the revised PC-1. All Civil, Electrical & Mechanical Works for 6 Pumps at both PS are still part of the Contract of FWO.
g.	Lagoons for one day reserve to be increased for two days.	2x day reservoir (total 520 MG) was already part of Design & Tender Document and were part of the Bid of FWO as well. Client reduced the storage to one day at the time of negotiations due to shortage of funds with clear understanding that Two Day reserve as per the original plan will be created after revision of PC-1.
h.	Filter plants laboratories	Included in Design / Tender document and the Initial Bid of FWO but later-on deleted by Client due to shortage of funds
i.	Workshops	
j.	Fencing of K-IV corridor	Will be included in the revised PC-1 as directed.

d. **Para 5 v. and 7 g:** These paras may kindly be factually & contractually be corrected as per contract agreements of KW&SB with FWO (Contractor) and OCL (Consultants); and the ground facts and contractual mandate(s) as explained by our legal advisors earlier also:

(i) *Land Acquisition & it's Provision is Legal Responsibility of Client (KW&SB) as per Contract Agreements in which there are three separate parties with specific mandates and responsibilities as following:*

Client/Employer (KW&SB) who acquires land & also pays for works executed on the provided land

Contractor (FWO) who executes works on the land provided by KW&SB

Consultant (OCL) who designs on the land provided by KW&SB

(ii) *As per Contract Agreements of KW&SB with FWO and OCL, the Authorized Representative of KW&SB is Project Director K-IV and the land acquisitions for these specific cases were undertaken by the Ex-PD K-IV who is Authorized Representative of the Client / Employer of both the Contractor (FWO) & Consultant (OCL)*

(iii) *All lands (on original route or on any diversion) were provided by the KW&SB through it's Authorized Representative PD K-IV (as per the agreement) to the Execution works contractor FWO as per Clause 2.1 of the Contractor's Agreement Appendix "B" signed between the KWSB and FWO as following.*

Clause 2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

(iv) *In addition to the above clause, as per the Consultancy Agreement clause 2, KWSB was responsible for coordinating, arranging, and providing the clearances of land required for the Project to OCL as following:*

Clause 2. The Client shall:

a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organizations including but not limited to:

Different Departments/ offices of KW&SB

KMC

District Administration

Land Department/ Revenue Department

Irrigation & Power Department

WAPDA

K-Electric

SSGC

PTCL

- (v) *That, under the Agreement, as provided in the Appendix – A (Terms of Reference), the role of the Consultant was clearly defined, in that it was the duty of the Consultant to design, prepare drawings, and supervise the execution of works etc. **It was not the duty of the Consultant to construct, acquire the land for the works and the similar.***
- (vi) *That, the Consultant, under the Agreement or for any other reason had not been given any other role except the consultancy or supervision of the construction, and was neither empowered, nor associated, responsible, or involved in the process for the acquisition, allotment, or provision of land for the Project in any manner whatsoever.*
- (vii) *Land Acquisition & it's Diversions were undertaken solely by KW&SB through it's Authorized Representative as officially notified by Ex-PD K-IV himself vide letter No. PD/K-IV/KW&SB/2016/735 dated Nov. 16, 2016 using the following procedure (part of letter is being reproduced below):*
 - a. *A Detailed Field Survey was carried out Survey Superintendent BoR GOS in Aug 2016 for Physical Verification of K-IV land on existing ground*
 - b. *During the Field Survey for Physical Verification of Survey Numbers of the Right of Way of K-IV Project, different Grave Yards and Mosques and other public purpose structures were identified by the Surveyors and Field Staff.*
 - c. *In the light of Advice of Survey Superintendent, Surveyors and Field Staff prepared some slight adjustments as warranted to avoid any direct conflict, religious disagreement and controversy as well as dispute with the general public, in the best interest of the project*
 - d. *As a result of this exercise to prepare Form B by the Survey Superintendent Karachi, some survey numbers were no longer part of alignment of K-IV Route while some new survey numbers now added*
 - e. *Those Survey numbers not required anymore placed into the Deletum Column, while new survey numbers physically verified for the Route alignment of Right of way placed were placed in the Addendum column and attached as Annexure A*
 - f. *Hence, a Corrigendum to Section VI for K-IV land is required to be issued for the Modified/Notified Survey numbers by the assistance of efforts made by the Survey Superintendent office Karachi*
- (viii) *These Diversions were formally undertaken by KW&SB and were notified to following stakeholders in GoS as listed in above referred letter:*
 - a. *Secretary to Chief Minister Sindh*
 - b. *Minister Local Government, GoS*
 - c. *Senior Member, Board of Revenue, GoS*
 - d. *Commissioner Karachi*
 - e. *Secretary Local Government, GoS*
 - f. *Deputy Commissioner, District Malir*
 - g. *L.A.O/A.C*

In view of the above, the exact points of litigation on K-IV project route should be addressed by the Client KW&SB in terms of persuasion of litigations, clearance of land, or obtaining any approval from Competent Authority as Consultant have neither any mandate nor any role in this regard. The Client may apprise P&D regarding aforesaid land adjustment details accordingly.

- e. Para 6: Timelines were discussed and consultants had given an overall timeline of completion of submission of revised PC-1 by Oct 15, 2020, subject to weather and Covid 19 issue, on which Chairman P&D Board asked the consultants to reduce the time. A target of concluding the tasks of submission of revised PC-1 was fixed as September 15, 2020 i.e. one month squeeze. OCL agreed to put in extra resources to achieve this target but had very categorically informed that given the multiple tasks apart from the fact that some field works is also required which may hamper due to weather conditions and delay in works expected due to COVID situation, this target date is ambitious and subject to weather conditions and Covid-19 situation.

It is requested that above mentioned comments may please be communicated to all concerned for further information and record.

Thanking & assuring you of our best professional services, we remain.

Sincerely yours,
For Osmani & Company (Pvt.) Ltd



Lt Col (R) Ajmal Rasheed TI(M)
Sr. Executive Director OCL

c.c.

1. The Secretary, LG&HTP, GoS, Karachi
2. Brig. Qazi Nasir Mahmood, CC Engineers, 5 Corps, Karachi
3. Commander, FWO, HQ 494, Karachi
4. MD, KW&SB, Karachi
5. PD, K-IV, KWSB, Karachi
6. DS (Staff) to CM Sindh, Karachi
7. DS (Staff) to CS Sindh, Karachi
8. PS to Chairman, P&D Board, Sindh, Karachi