



**GOVERNMENT OF SINDH
PLANNING AND DEVELOPMENT DEPARTMENT
DIRECTORATE OF URBAN POLICY & STRATEGIC PLANNING**

**URBAN POLICY &
STRATEGIC PLANNING**
P&D DEPARTMENT GOVT OF SINDH

REQUEST FOR PROPOSAL (RFP)

PROCUREMENT OF SERVICES OF CONSULTANCY FIRM FOR "ENVIRONMENTAL AND SOCIAL MANAGEMENT FRAMEWORK (ESMF) STUDY FOR MULTI-SECTORAL ACTION FOR NUTRITION PROJECT"

The Directorate of Urban Policy & Strategic Planning, P&DD, Government of Sindh, is seeking to hire the services for consulting firm or consortium of consulting firms for preparation of "Environmental and Social Management Framework (ESMF) Study For Multi-Sectoral Action for Nutrition Project".

The overall scope of the project is to prepare an Environmental and Social Management Framework (ESMF) for Multi-Sectoral Action for Nutrition Project, which includes the components of sanitation subprojects known as Saaf Suthro Sindh (SSS) and the Agriculture for Nutrition (A4N). The detailed terms of reference and scope of work are included in RFP document.

Interested firms / consortium are requested to submit their technical and financial proposals on the prescribed RFP, which can be collected from the address mentioned below on any working day during office hours from the date of publication of this RFP. The last date of obtaining the RFP document is 15 June, 2016 till 01:00 pm. The RFP document may also be downloaded free of cost from the websites www.urbandirectorate.gos.pk and www.pprasindh.gov.pk.

Technical and Financial Proposals are to be submitted at the following address not later than 12:00 noon on 16 June, 2016 along with Pay Order/Bank Draft of Rs. 10,000/- (Non-Refundable) in favour of the Directorate of Urban Policy & Strategic Planning, Sindh. Technical Proposals shall be opened at 12:30 p.m. on 16 June, 2016. Please note that the selection of the firm shall be as per SPPRA Rule 2010, including up to date amendments.

Note: In case of date of submission and opening of EOI is declared as a public holiday by the Government due to any reason, the next official working day shall be dealt to be date of submission and opening of EOI at the same time and venue.

**Office of The Director General,
Directorate of Urban Policy & Strategic Planning,
Planning and Development Department, Govt. of Sindh.
Bungalow No. 37 E/2, P.E.C.H.S., Block 6, Karachi, Pakistan.
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DIRECTORATE OF URBAN POLICY & STRATEGIC PLANNING

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STRATEGIC PLANNING

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Bungalow No. 37 E/2, P.E.C.H.S., Block 6, Karachi, Pakistan
Phone No. 021-34300552 & 34300555-57 Fax: 021-34300554
Website: www.urbandirectorate.gos.pk Email: dgupsp@gmail.com

INF-KRY No. 2409/16

Say No to Corruption

ہم کو بھری کے خلاف چھوڑیں۔

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Daily Dawn, Dated May 30, 2016, Page No. 07

REQUEST FOR PROPOSALS (RFP)

**“ENVIRONMENTAL AND SOCIAL MANAGEMENT
FRAMEWORK (ESMF) STUDY FOR MULTI-SECTORAL
ACTION FOR NUTRITION PROJECT FOR SINDH”**

FOR

**DIRECTORATE OF URBAN POLICY & STRATEGIC
PLANNING, SINDH**

**PLANNING & DEVELOPMENT DEPARTMENT,
GOVERNMENT OF SINDH**

MAY, 2016

Table of Contents

Introduction	4
Section 1. Letter of Invitation	6
Section 2. Instructions to Consultants	8
Revised Data Sheet	20
Section 3. Technical Proposal - Standard Forms	25
Section 4. Financial Proposal - Standard Forms.....	37
Section 5. Terms of Reference	43
Section 6. Forms of Contract	56

The detailed terms of references (ToRs) are given in Terms of References' section of this RFP.

A single local consulting firm / consortia would be hired to perform the above mentioned tasks. It is estimated that envisaged study will be completed in about 2.5months' time from the date of firm's mobilization.

Letter of Invitation

Invitation/File No.....;
Karachi and Date]

Dear Mr./Ms.:

1. The Directorate of Urban Policy and Strategic Planning (DUPSP) (hereinafter called "Procuring Agency") now invite proposals to provide the following consulting services:

"Environmental and Social Management Framework (ESMF) Study for Multi-Sectoral Action for Nutrition Project for Sindh"

More details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) has been addressed to the interested consulting firms.
3. A firm will be selected under Least Cost Selection Method and procedures described in this RFP, in accordance with the SPPR 2010, amended in 2013.

4. The RFP includes the following documents:

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

Yours sincerely,

Khair Muhammad Kalwar,

Director General,

Directorate of Urban Policy & Strategic Planning,

Planning and Development Department, Govt. of Sindh.

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, nongovernmental 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 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.

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
 - (iv) 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;

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.

- (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 speciality, 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.

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

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 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 date 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.

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 consultants shall submit bid security of 5% of the bid price along with financial proposal, in form of pay order / bank draft, and in favor of the “Directorate of Urban Policy & Strategic Planning, Sindh”.
10.1	Clarifications may be requested not later than <u>five</u> days before the submission date. The address for requesting clarifications is: <u>Office of the Director General,</u> <u>Directorate of Urban Policy & Strategic Planning, Sindh, Planning & Development Department, Government of Sindh.</u> <u>Bungalow No. 37E/2, Block-6, P.E.C.H.S, Karachi.</u> Facsimile: <u>021-34300554</u> E-mail: <u>dgupsp@gmail.com</u>
12	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.
6.1	Not Applicable.
11.2	The estimated number of professional staff-months required for the assignment is: <u>11.0 including person 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	<i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the PA wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as

	<p>a. Team Leader / Environmental & Social Sciences Specialist (01 No.) [24]</p> <p>b. WASH Specialist (01 No.) [12]</p> <p>c. Agriculture Specialist (01 No.) [12]</p> <p>d. Legal & Grievance Compliance Expert (01 No.) [12]</p> <p style="text-align: right;">Total points for criterion (iii): [60]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:</p> <p>1) General qualifications (Including registration with relevant professional bodies.) 30%</p> <p>2) Adequacy for the assignment 60%</p> <p>3) Experience in region and language 10%</p> <p style="text-align: right;">Total weight: 100%</p> <p>(iv) Average annual turnover (For the last three years duly certified):</p> <p>a. Annual turnover upto Rs. 15 million [3]</p> <p>b. Annual turnover above Rs. 15 and upto 30 million [4]</p> <p>c. Annual turnover above Rs. 30 million [5]</p> <p style="text-align: right;">Total points of criteria (i), (ii), (iii) & (iv) : [100]</p> <p>The minimum technical score (St) required to pass is: 70 Points</p> <p>The Procedure of open competitive bidding will be Single stage – two envelope.</p> <p>The type of contract will be lump sum contract.</p>	
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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.

Form TECH-1.	Technical Proposal Submission Form	25
Form TECH-2.	Consultant's Organization and Experience.....	26
A - Consultant's Organization		26
B - Consultant's Experience		27
Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	28
A - On the Terms of Reference		28
B - On Counterpart Staff and Facilities.....		29
Form TECH-4.	Description of Approach, Methodology and Work Plan for Performing the Assignment	30
Form TECH-5.	Team Composition and Task Assignments	31
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	32
Form TECH-7.	Staffing Schedule ¹	34
Form TECH-8.	Work Schedule.....	35

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.]

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.]

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-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: _____

FORM TECH-7. STAFFING SCHEDULE¹

N ^o	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	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

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.]

Form FIN-1. Financial Proposal Submission Form	37
Form FIN-2. Summary of Costs.....	38
Form FIN-3. Breakdown of Costs by Activity ¹	39
Form FIN-4. Breakdown of Remuneration ¹	40
Form FIN-5. Breakdown of Reimbursable Expenses ¹	41

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-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.

Section 5. Terms of Reference

13 districts in the province and aims to increase the number of ODF villages through certification while ii) the *agriculture for nutrition (A4N) component* includes pilot targeting beneficiaries for household production and consumption of healthier foods through increased household food production in 15 Union Councils where the hygiene and mother and child health interventions are taking place; with high levels of poverty and food insecurity and high DOH (Department of Health) profiles, and where agriculture interventions are feasible in the three districts with the highest stunting rates. The two components are linked to the joint objective of reduction in malnourishment under the INSS program. The project will be implemented by LGD and DOA.

Key interventions under subcomponents SSS and A4N are;

- The SSS focuses on creation of ODF jurisdictions and promotion of handwashing in 13 districts through behavior change of communities, capacity development of government staff and mobilization of NGOs and village organizations.
- The Sanitation Directorate will focus on:
 - a) preparation of district ODF plans,
 - b) human resource development,
 - c) community behavioral change activities, and
 - d) rewards including infrastructure development.
- The Agriculture Directorate (A4N) will invest in:
 - a) kitchen gardening
 - b) small-scale vegetable farming
 - c) small-scale livestock activities like rearing (poultry, ruminants, fisheries)
 - d) small-scale food storage and preservation
 - e) purchase of supplies needed to start the intervention—e.g., seeds, farm implements, livestock sheds, equipment for tunnel farming, facilities for food preservation, etc.

III. Objectives of the ESMF Study:

The proposed study is aimed at carrying out broad safeguards analysis, screening the proposed subproject interventions against adverse environmental and social impacts and recommending, where necessary, appropriate mitigation and enhancement measures, and course of action for further and detailed assessment so as to enable the preparation of an Environmental and Social Management Framework (ESMF) as well as the generic Environmental and Social Management Plans (ESMP) and Integrated Pest Management Plan (IPMP) or the identified activities/investments of the sanitation and A4N components of the subprojects. Also to broadly assess generic environmental and social consequences in line with the World Bank's Operational Safeguard Policy (OP 4.01). The relevant portions of the ESMP and IPMP will be suitably integrated with the contract documents to facilitate smooth implementation during project operation phases.

The ESMF will need to comply with the WB safeguards requirements given in different operational policies (OPs) (*a list provided at the end of this document*). The ESMF will also comply with the national environmental requirements defined through Pakistan Environmental Protection Act of 1997 and subsequent regulations and guidelines and also the provincial Acts and Regulations.

- d. *Project description.* This Chapter will first provide background to the main project and then the relevant subprojects to explain why they are being planned. The Chapter should then give an overview of the key subproject components, chosen alignment/siting, supporting infrastructure including access routes and workers' camps, and its overall development context. Maps should also be included.
- e. *Baseline description* of the entire area of subprojects under components of sanitation and A4N (based upon reconnaissance field surveys and secondary literature review). This Chapter will cover an overview baseline of physical, biological, socioeconomic and cultural aspects - relevant to the project and its potential impacts.
- f. *Impact assessment and mitigation measures* (mostly generic). This Chapter should provide an analysis of generic potential and direct, indirect/induced, and cumulative impacts to be caused by the project's construction and operation.
- g. *Stakeholder consultations.* This Chapter will describe the objective, process, and outcome of the stakeholder consultations carried out during the ESMF preparation.
- h. *Environmental and social management framework* including institutional arrangements, resettlement policy framework (described below), screening methodology, generic mitigation plan, monitoring framework, capacity building.
- i. *Annexes* (methodologies and structures of ESMPs, IPMP, Mitigation Checklists, and others).

The ESMF will be required to be reviewed and cleared by the World Bank. The ESMF will be subject to consultations in Sindh Province before it is disclosed locally, in the local language and in English in the World Bank Infoshop, before appraisal of the proposed project.

Social Safeguards:

The ESMF will also assess the following issues:

- (i) An assessment of land acquisition requirements under the proposed project especially A4N component. This component will set up demonstration plots, establish storage facilities and other related interventions that may have land requirements. The ESMF should identify screening criteria for land acquisition in line with World Bank's Operational Policy 4.12 to ensure the least impact on resettlement and livelihoods.
- (ii) Produce a Resettlement Policy Framework (RPF) to deal with land acquisition requirements. The ToRs for this assignment are mentioned in Annex 1. The RPF will serve as guidance for any subsequent Resettlement Action Plans or Abbreviated Resettlement Action Plans produced during project implementation.
- (iii) Outline the design of a Grievance Redress Mechanism for the Project. Explore and present the best option for GRM (a consolidated one for the entire Project or separate ones for each component)
- (iv) Present a consultation framework for public consultation during the life of the project.

Annex 1: Specific Requirements of the Resettlement Policy framework (RPF)

The preparation of the RPF shall follow the requirements of the World Bank's Operational Policy on Involuntary Resettlement, OP 4.12. The RPF shall also make reference to Government of Pakistan's legal and institutional requirements related to land acquisition. Any identified gaps between these two requirements are to be clearly captured, explaining how these gaps will be filled, and which should take precedence with reasons.

a. Scope of the Assignment

The assignment by the consultant shall cover the following key areas as described in this ToR. Other areas considered relevant may be considered by the consultant so far as they add value to the outlined areas below.

i) Project Description

Provide a brief description of the project to place the RPF in the relevant context. This would include a summary of the background to the project and the different components. Most importantly, the consultant shall identify the possible resettlement issues that each component and subcomponents are likely to generate and for which reason this RPF is being developed.

ii) Government of Pakistan's Legal and Institutional Guidelines and Requirements:

This will present a review of the national laws governing land acquisition and other assets. It shall also look into the various land tenure and ownership systems in Pakistan, the different legal instruments regarding government and individual acquisitions and resettlement and compensation policies. The consultant shall describe any discrepancies identified in the different legal instruments. The RPF shall also identify the legally mandated institutions associated with these legal instruments and their respective roles. This should be at all levels where implementation of project activities is likely to take place. Particular attention should be given to local-based institutions and structures at the project site(s). The institutional arrangements will include implementation and monitoring mechanisms that ensure inclusiveness and participation of all affected people, groups and communities.

iii) World Bank Safeguards Policies

The Consultant shall spell out the World Bank's policy on Involuntary Resettlement OP 4.12 and assess how this applies in the specific case of the NTMP. Attention should be paid to and documented on the gaps between the Bank's policy and policy on involuntary resettlement if applicable, noting that where the differences are significant whichever policy is considered to be of a comparatively higher standard shall apply.

iv) Gaps Between the GoP's Regulation and the World Bank Policies

The Consultant shall present the gaps between the WB safeguard policy on involuntary resettlement and the Government of Pakistan Legislations. Practical measures and recommendations to bridge the gap between the two sources of legislations should be explored.

v) Estimated Population, Displacement and Categories of Affected People

This requires a record of the number of estimated people likely to be affected or displaced by the project activities (Project Affected Persons – PAP) as noted in the project component description above. The different categories of affected persons may include those who may be losing legal title to land and those without legal title but who use the land for economic activities or for residential purposes. There may be those who may be losing temporary access to property or business sites.

xi) Grievance Redress Mechanisms

Under the grievance redress mechanism, the consultant shall describe the options available to PAPs for grievance redress they may have about the process, the identification of eligible people for compensation, the valuing and compensation and any other complaints they may have with the entire process. The RPF shall indicate how these would be disseminated and accessible in a way that is clear and comprehensible to the PAPs. The grievance redress mechanism should also have an in-built monitoring mechanism to check on responsiveness to complaints or grievances lodged. The different forms of receiving the complaints should be clearly described together with the different stages of going through the process. In addition, the redress mechanism shall indicate alternatives, in case the proposed mechanism, for any reason, does not respond to all grievances and complaints

xii) Budget and Funding Arrangements

The RPF should clearly state the sources of funding for subsequent RAPs, an overall cost estimates for resettlement including for monitoring of the resettlement activities. If there are multiple sites, the RPF should give an indicative budget for resettlement for each of the sites or communities. The financial responsibility of the relevant stakeholders, where applicable, should be categorically stated to avoid ambiguity of source of funds for resettlement activities. These budgets should take into consideration inflationary tendencies.

xiii) Monitoring Arrangements

The RPF shall provide appropriate mechanism for monitoring the implementation of the resettlement activities. The consultant shall propose current and participatory monitoring methodologies that would involve the PAPs themselves. The roles of different players like the PAPs, civil society, traditional authorities, and local government authorities among others, in the implementation and monitoring process will need to be clarified. The RPF shall develop, as part of this, a template for monitoring with indicators based on the main issues identified and spelt out in the RPF.

xiv) Implementation Schedule

To avoid confusion with cut-off dates and other time lines especially because compensation will have to be paid prior to commencement of any civil works, it is important for the RPF to set out implementation schedule for the resettlement.

- Propose generic mitigation measures for impacts identified;
- Preparation of environmental and social management framework (ESMF) including monitoring program and institutional strengthening program, and course of action for further assessment.
- Produce a Resettlement Policy Framework (RPF) to deal with land acquisition requirements.
- Present a consultation framework for public consultation during the life of the project.

Qualification and Experience: Post graduate degree in relevant field (Environmental / Social Sciences etc.) and at least 15 years of relevant professional experience in conducting environmental and social assessment of relevant sectors, or closely related sectors. Should have a demonstrable experience and knowledge of applying the World Bank's environmental and social safeguards. Experience in multilateral, bilateral financed projects and development sector especially in Sindh province, will be considered as an added advantage.

2) WASH Specialist:

Roles and Responsibilities:

- Study the overall project details and also details of the subprojects under Sanitation component, their design, location, nature, key interventions supported by project/subprojects
- Carry out reconnaissance survey of the subprojects under sanitation component and collect broad baseline data on physical, biological and socio-economic conditions prevailing in the area of each sub-project. Assist the team in determining environmental and social sensitivity of the area and also environmental and social hot spots;
- Carry out screening of the subprojects of Sanitation Component and assist the team to determine the environment category of the subprojects strictly in accordance with the criteria defined in OP 4.01.
- Undertake stakeholder consultations with a selected sample of communities and institutions;
- Assist the team in Identification and assessment of generic environmental and social impacts of project interventions;
- Propose generic mitigation measures for impacts identified;
- Assist the team in preparation of environmental and social management framework (ESMF) including monitoring program and institutional strengthening program, and course of action for further assessment.
- Prepare the checklist for certification of ODF village

Qualification and Experience: Post graduate degree in relevant field (Environmental / Civil / Public Health Engineering etc.) and at least 10 years of relevant professional experience in design, execution of subprojects and conducting environmental and social assessment of sanitation sector. Experience in multilateral, bilateral financed projects and development sector especially in Sindh province, will be considered as an added advantage.

Qualification and Experience: Post graduate degree in Law with 10 years' work experience, should have in depth knowledge of national and provincial legislation and regulations; and WB Operational Policies related to environmental and social aspects. Experience in multilateral, bilateral financed projects and development sector especially in Sindh province, will be considered as an added advantage.

VIII - Reporting Requirements and Time Schedule for Deliverables

S. No.	Deliverables	Time Schedule
1.	Inception Report	0.25 month after mobilization
2.	Draft Environmental and Social Management Framework including Institutional Arrangements, resettlement policy framework (RPF), Screening Methodology, Generic Mitigation Plan, Monitoring Framework, Capacity Building, Annexes (methodologies and structures of ESMPs, IPMP, Mitigation Checklists, and others)	1.75 months after mobilization
3.	Final Environmental and Social Management Framework including Institutional Arrangements, resettlement policy framework (RPF), Screening Methodology, Generic Mitigation Plan, Monitoring Framework, Capacity Building, Annexes (methodologies and structures of ESMPs, IPMP, Mitigation Checklists, and others).	2.5 months after mobilization

The consultant shall submit the final ESMF document as per above TORs including the ESMP and IPMP to the client along with five (05) hardcopies and softcopies.

II. 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.

- tives 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.

2.6.2 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

- 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

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.

Special Condition of Contract

{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:

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]*.

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

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:

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 equipments.
- 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: _____



GOVERNMENT OF SINDH
PLANNING & DEVELOPMENT
DEPARTMENT

NOTIFICATION

NO: SO(ADMN-I)(P&D)12(97)/12 (Pt-I): In pursuance of Rule No. 67 of SPRRA Rules 2010, a Consultant Selection Committee for procurement of Consultancy Services for Preparation of Environmental and Social Management Framework (ESMF) Multi-Sectoral Action for Nutrition Project, with following composition / TORs:-

01.	Director General, Directorate of Urban Policy & Strategic Planning,	Chairman
02.	Representative of Finance Department, Government of Sindh (Not below the rank of BS-18)	Member
03.	Representative of P&D Department, Govt. of Sindh (Not below the rank of BS-18)	Member
04.	Representative of relevant Sector of Agriculture Department, Govt. of Sindh (Not below the rank of BS-18)	Member
05.	Representative of relevant Sector of Local Govt. Department, Govt. of Sindh. (Not below the rank of BS-18)	Member
06.	Deputy Director (Procurement) UP&SP	Member/Secretary
07.	Deputy Director (Environment) UP&SP	Member

Terms of Reference (TORs)

- i. Approval of Request for Proposal before issuance.
- ii. Evaluation of technical and financial proposals, according to the selection method and evaluation criteria, mentioned in the Request for Proposal;
- iii. Finalization of recommendation based on evaluation.

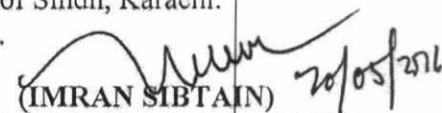
MUHAMMAD WASEEM
ADDITIONAL CHIEF SECRETARY (DEV)

NO: SO(ADMN-I)(P&D)12(97)/12 (Pt-I):

Karachi dated the 20th May, 2016

A copy is forwarded for information and necessary action to:

- The Secretary, Finance Department, Govt. of Sindh, Karachi.
- The Secretary, Agriculture Department, Govt. of Sindh, Karachi.
- The Secretary, Local Govt. & Rural Development Department, Govt. of Sindh, Karachi.
- The Director General, Directorate of UP&SP, P&D Deptt. Govt. of Sindh, Karachi.
- The Chairman/Members of the Committee.
- The Chief, Health Section, P&D Deptt. Govt. of Sindh, Karachi.
- P.S to ACS (Dev), P&D Department, Government of Sindh, Karachi.
- P.S to Secretary (Planning), P&D Department, Government of Sindh, Karachi.
- P.S to Secretary (Dev), P&D Deptt. Govt. of Sindh, Karachi.


(IMRAN SIBTAIN)
SECTION OFFICER (ADMIN-I)
PH: 021-991211926



GOVERNMENT OF SINDH
PLANNING, DEVELOPMENT &
SPL. INITIAIVE DEPARTMENT

NOTIFICATION

NO:SO(ADMN.I)(P&D)12(105)/12: In pursuance of Rule-31 of SPPRA Rules, 2010 a Redressal Committee, comprising the following, is hereby constituted to grant right to the bidders as a legal obligation to represent against the decisions of Directorate of Urban Policy and Strategic Planning, Planning, Development & Spl. Initiatives Department, Government of Sindh for all consultancy services:-

01.	Secretary (Planning) P&D Department, Government of Sindh.	Chairperson
02.	Representative of Accountant General Sindh (not below an Officer in BPS-18)	Member
03.	An independent professional from relevant field.	Member

Terms of Reference (TORs)

TORs of the committee are as provided under Rule-31 of SPP Rule-2010 and to perform any other function ancillary and incidental to the above.

MUHAMMAD WASEEM
Additional Chief Secretary (Dev.)

NO: SO(ADMN-I)(P&D)12(105)/2012:

Karachi dated the 22nd October, 2014

A copy is forwarded for information & necessary action to:-

1. Secretary to Govt. of Sindh, Finance Department, Karachi.
2. Accountant General Sindh, Karachi.
3. Director General, Urban Policy & Strategic Planning Unit, Sindh, P&D Deptt.
4. Deputy Secretary (Admn) P&D Deptt. Govt. of Sindh, Karachi.
5. Deputy Secretary (Dev-I), Finance Department, Govt. of Sindh, Karachi.
6. Superintendent, Sindh Govt. Printing Press, Karachi.
7. P.S. to ACS(Dev), P&D Deptt. Govt. of Sindh, Karachi.
8. Officers concerned.
9. Master File.

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24/10/14

Dir. Urban
A.M.
DO (P&D)

(IMRAN SIBTAIN) 22/10/14
Section Officer (Admn-I)
Ph: 021-99211926

**DIRECTORATE OF URBAN POLICY AND STRATEGIC PLANNING
PLANNING AND DEVELOPMENT DEPARTMENT GOVERNMENT OF SINDH**

PROCUREMENT PLAN

S.NO	Name of Study	Estimated Timeline				Funds (ADP/Non ADP)	Proposed Procurement Method
		Jul 15 - 16-Jun		Jul 16 - 18-Jun			
1	Feasibility Study - Karachi Elevated Circular Beltway	X	X			ADP	Single Stage Two Envelope
2	Development Master Plans for District HQ Towns of Sindh	X	X	X	X		
3	Investment Management Study for Sindh	X	X				
4	Municipal Finance Assessment Study for Sindh	X	X				
5	Sindh Housing Policy	X	X				
6	Mapping of Development Program Schemes using Geospatial Technologies	X	X	X	X		
7	Industrial Development Strategy for Sindh	X	X	X	X		
8	Environmental and Social Management Framework (ESMF) Study For Multi-Sectoral Action for Nutrition Project	X	X				


 (Khair Muhammad Kalwar)
 Director General