



GOVERNMENT OF SINDH



REQUEST FOR PROPOSAL

“HIRING OF CONSULTING FIRM FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDIES of 6 GARBAGE TRANSFER STATIONS OF KARACHI”

Client:

Sindh Solid Waste Management Board
D-47, Block-2 Clifton, Karachi
Ph. # +92 213 5372981 - 84
Fax # +92 213 5372985
E-mail: info@sswmb.gos.pk

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Section 1: Preamble & Letter of Invitation

BACKGROUND & OBJECTIVE

Sindh Solid Waste Management Board has been established by an Act of the Provincial Assembly for effective Integrated Solid Waste Management in Sindh and use the solid waste for power generation, composting, recycling and providing proper disposal of the same in sanitary engineered landfill sites. SSWMB is embarking in garbage collection from door to door and construction of garbage transfer stations, material recovery facilities, construction of composting facilities and energy generation etc. SSWMB has arranged necessary funds from Govt. of Sindh to start the project.

Pursuing its vision to effectively and efficiently handle and manage the multifaceted solid waste related activities and establish state of the art infrastructure for the province, the SSWMB would setup garbage transfer stations, improve the existing landfill sites besides setting up new sites. Similarly, composting plants and other waste to energy plants would also be established. Thus, Environmental Impact Assessment for the said interventions and other relevant activities pertaining to municipal solid waste management including medical and industrial hazardous wastes would be carried out; however, in the preliminary phase, EIA studies for the six (6) Garbage Transfer Stations are predominantly required.

SSWMB intends to invite consulting firms/companies having rich expertise and practical experience in conducting EIA Studies to participate and submit their proposals for the Environmental Impact Assessment (EIA) studies of six (6) Garbage Transfer Stations in Karachi in accordance with the provisions of Sindh Environmental Protection Agency Act, 2014. The EIA studies will cover all the mentioned sites in one EIA document.

LETTER OF INVITATION

1. The Sindh Solid Waste Management Board (hereinafter called “Procuring Agency”) invites proposals from the national, qualified and registered well-reputed firms/companies for carrying out Environmental Impact Assessment (EIA) Studies. More details on the services are provided in the Terms of Reference (ToRs).

2. Interested national firms with relevant expertise and having valid registration with legal entity, relevant tax authorities (Federal Board of Revenue, Sindh Revenue Board) are requested to send their proposals to the undersigned in two separate sealed envelopes clearly mentioned as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL”.

3. The task will be accomplished within sixty (60) days after the award of the contract.

3. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP and in accordance with the SPPR 2010 (amended 2013).

4. The RFP Document includes the following:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 – Standard Forms of Contract

5. All provisions of Sindh Public Procurement Rules 2010 (amended 2013), whether mentioned in this document or not, shall be applicable.

6. Firms which wish to participate may contact the following address:

Sindh Solid Waste Management Board,

Bungalow No. D-47, Block-2, Clifton,

KARACHI.

Tel No. 021-35372981-84

Fax No. 021-35372985

Email: info@sswmb.gos.pk

Yours sincerely,

Executive Director (Finance & Administration)
Sindh Solid Waste Management Board,
Government of Sindh, Karachi.

Section 2: Instructions to Consultants

Instructions to Consultants

1. Definitions

- (a) "Procuring Agency (PA)" means any department or office of Government; or District Government; or any authority, corporation body or organization established by law or which is owned or controlled by Government;
- (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, specifications, drawings and bill of quantities;
- (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 Consultants with all information needed to prepare their Proposal;
- (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 Consultant;
- (k) "Sub-Consultant" means any person or entity to which 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.

- 2. Introduction**
- 2.1** The Procuring Agency named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per SPP Rules 2010 (amended 2013).
- 2.2** The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3** Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference as specified in the **Data Sheet**. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the **Data Sheet** for gaining better insight into the assignment.
- 2.4** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5** Procuring Agency may provide facilities and inputs as specified in **Data Sheet**.
- 3. Conflict of Interest**
- 3.1.1** Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2** Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i.** A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

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

Conflicting Relationships

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

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 (Amended 2013) which defines:

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

Under Rule 35 of SPPR 2010 (Amended 2013), "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 (Amended 2013) Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (**Annex-A**).

6. Eligible Consultants

- 6.1** The consultants must attach, a valid registration certificate of the following authorities / bodies:
- i) Certificate of registration of the firm as Legal Entity and in case of joint venture structure firms, registration of lead firms and its associate firms is required.

- ii) Registration with Sindh Environmental Protection Agency
- iii) Registration with Tax Authorities of Pakistan like FBR, SRB, etc. and National Tax Number, SRB Registration Number of Consultant. Similar registrations of Leading firm as well as that of Associate firm in case of joint venture shall be required.

6.2 The procuring agency shall disqualify a consultant whether already prequalify or not, if it finds at any time, that the information submitted by him, concerning his qualifications and professional, technical, financial, legal or managerial competence as consultant was false and materially inaccurate or incomplete or

i) At any stage has indulged in corrupt and fraudulent practices as defined in Sindh Public Procurement Rules 2010 amended 2013.

ii) A consultant being aggrieved by the decisions of the procuring agency.

iii) Consultant, consulting firms, JV associate, sub consultant are restricted to submit their proposals only in the following cases:

a) As a matter of law or official regulations, commercial relations are prohibited with bidder's country by federal government or

b) A firm is black listed or debarred by procuring agency and the matter has been reported to the authority subject to Rule 35 of Sindh Public Procurement Rules 2010 amended 2013.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short-listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The **Data Sheet** indicates Proposals validity that shall not be more than 60 days in case of National Competitive Bidding (NCB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they

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

- 9.2** Consultants shall submit required bid security along with financial proposal defined in the **Data Sheet** (which shall not be less than one percent and shall not exceed five percent of bid amount). Refer Data Sheet for bid security amount to be attached.
- 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 estimated number of professional staff months or the budget required for executing the assignment should be shown in the **Data Sheet**, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
- 12. Language**
- The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in **English**. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
- 13. Technical Proposal Format and Content**
- 13.1** While preparing the Technical Proposal, consultants must give Particular attention to the following:
- i** If a consultant considers that it may enhance its expertise for the

assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A consultant must first obtain the approval of procuring agency if it wishes to enter into a joint venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- ii For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - iii It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
 - iv Proposed professional staff must, at a minimum, have the experience indicated in the **Data Sheet**, preferably working under similar geographical condition.
 - v Alternative professional staff shall not be proposed, and only one curriculum Vitae (CV) shall be submitted for each position.
- 13.2** The Technical Proposal shall provide the following information using the attached Standard Forms. **TECH-1** is Technical Proposal submission Form.
- I A brief description of the consultant organization (Section 3: TECH-2A) and an outline of recent experience on assignments of a similar nature (**Section 3: TECH-2B**). For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - ii Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (**Section 3: TECH-3A & 3B**)
 - iii The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (**Section 3: TECH-5**).
 - iv CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 3: TECH-6**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five 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 (**Section 3: TECH-7 & TECH-8**).
 - 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 3: TECH-4**).

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 (such as sales tax or services tax or value added tax, social charges or income 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, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 to 8 of Section 3 and FIN-1 to 4 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked Original.

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

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

16.5 The proposals must be sent to the address indicated in the Data

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

- 18.1 The **Consultant Selection Committee** shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

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

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget 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 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 marks 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. Copy of the record shall be sent to all Consultants.

- 19.2 The Consultant Selection Committee will correct any computational

errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former 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 In case of **Quality and Cost Based Selection (QCBS) Method** the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

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

21. Technical negotiations

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

22. Financial Negotiations

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

22.2 Extent of contract negotiation – Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of the contract. The procuring agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such

substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure of negotiations the procuring agency may invite second ranked bidders as per the evaluation report.

- 23. Availability of Professional staff/experts** **23.1** Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 24. Award of Contract** **24.1** After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, 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 would be 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.
- 26. Duties & Taxes** All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.
- 27. Proposal Preparation cost** Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.

DATA SHEET

Sr. No.	Reference Paragraph	Data
1.	2.1	Name of the Client: <u>Sindh Solid Waste Management Board</u> Method of selection: <u>Quality and Cost Based Selection Method</u>
2.	2.2	Financial Proposal to be submitted together with Technical Proposal: <u>YES</u> Name of the assignment is: <u>Hiring of Consulting Firm / Consultancy Services for Environmental Impact Assessment (EIA) Studies of 6 GTS Sites in Karachi</u> <u>Single Stage – Two Envelope Procedure {Rule 46(2), SPP Rules 2010 (amended 2013)}</u> a. Proposal shall comprise a single packet (outer envelope) containing two separate envelopes. Each envelope shall contain, separately for the Technical Proposal & Financial Proposal duly sealed. b. The package (outer envelope) shall be clearly marked with the name of the assignment, date and time of submission and the address and place of the submission. c. The package containing the two envelopes must be sealed and signed.
3.	2.3	A pre-proposal conference will be held on 25th February, 2016 at 03:00 PM at SSWMB Head Office, D-47, Block-2, Clifton, Karachi. The Client's representative is: <u>Executive Director (Finance & Administration), Sindh Solid Waste Management Board</u> Address: <u>D-47, Block 2, Clifton, Karachi</u> Telephone: <u>021-35372981-84</u> Facsimile: <u>021-35372985</u> E-mail: <u>info@sswmb.gos.pk</u>
4.	2.5	The Client will provide the following inputs and facilities: <u>Not applicable</u>
5.	9.1	Proposals must remain valid for <u>90 (ninety) days</u> after the submission date.
6.	9.2	Bid security equal to <u>1% of Bid amount</u> will be attached with financial proposal in the form of Pay order, Demand Draft or Bank Guarantee in favor of Sindh Solid Waste Management Board. The bid security shall remain valid for a period of 28 days beyond validity period of the bid. Please note that the Financial Proposal has to be submitted at the time of submission of the Technical Proposal.
7.	11.2	Estimated input of Key Experts' time-input: two (02) person-months.
8.	13.1 (iv)	The professional staff should have at least 10 years of experience.
9.	13.2 (vi)	Not Applicable
10.	14.1	(1) a per diem allowance in respect of Personnel of the Consultant for every day in

		<p>which the personnel shall be absent from their home office;</p> <p>(2) cost of necessary international and local air travel, including international travel of the international experts by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) land transportation including vehicle rental;</p> <p>(4) miscellaneous administrative and support costs including office operations and support personnel;</p> <p>(5) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
11.	14.2	The Consultant should quote the cost of each works and services under this contract in <u>Pak Rupees</u> and the payment shall also be made in <u>Pakistani currency (Pak Rupees)</u> in accordance with the verified bills against works and services provided by the consultant.
12.	15.1	Amounts payable to the Consultant under the contract to be subject to local taxation such as Income Tax (FBR), Services Tax (SRB), stamp duty, services charges, etc.
13.	16.2	Consultant must submit the original and one copy each of the Technical Proposal and Financial Proposal.
14.	16.4	<p>The proposal submission address is:</p> <p><u>Executive Director (F&A), SSWMB</u> <u>D 47, Block 2, Clifton, Karachi</u></p> <p>Proposals must be submitted no later than <u>10.03.2016 at 2:30 pm</u> Proposals shall be opened on <u>10.03.2016 at 3:30 pm</u></p>
15.	18.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are those indicated in the Evaluation Sheets listed in <u>Appendix 1</u>.</p> <p>The minimum technical score required to pass is 70 from a maximum of 100 points for QCBS.</p>
16.	19.4	<p>The lowest evaluated Financial Proposal (F_m) is given the maximum financial score (S_f) of 100.</p> <p>The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:</p> <p>$S_f = 100 \times F_m / F$, in which "S_f" is the financial score, "F_m" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>Quality-Cost Ratio: <u>70:30</u></p>

17.	20.1	Expected date and address for contract negotiations: 18.03.2016 at D-47, Block 2, Clifton, Karachi.
18.	24.2	The vendor shall submit performance security equal to 5% in form of pay order, demand draft or bank guarantee in favour of Sindh Solid Waste Management Board, Karachi.
19.	24.3	Expected date for commencement of consulting services 23.03.2016, at Karachi, Sindh Province.

EVALUATION CRITERIA		Max. Weight
I. Specific Experience of the Consultant relevant to the assignment: The firm should have proven track record of conducting EIA studies in municipal, industrial and medical hazardous waste management, preparation of Environment Management Plans for the integrated solid waste management infrastructure during the last 10 years, In this regard, the firm will provide details including satisfactory performance certificates with duration and cost / contract amount of each assignment for the already completed five (5) projects.		10
II. Approach and Methodology		60
a.	Quality of Approach and Work Plan	45
i.	General Understanding: To what degree the bidder understand the task?	15
ii.	Quality of Methodology: Is the proposed methodology by the bidder correspond to the research questions and adequate /good/excellent	10
iii.	Comments on ToRs: The comments would help the client to assess the understanding of each activity by the bidder	05
iv.	Organization Chart: Size of the firm, strength of the project management procedures in place	05
v.	Work Plan: Is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	10
b.	Personnel Schedule: Is the plan of the bidder in deploying his staff particularly expert and technical staff appropriate? Right person at the right time!	05
c.	Proposal Presentation: Is the presentation clear?	10
III. Personnel (Areas of Expertise) *		25
a.	Team Leader (Individual having qualification of Ph.D. in Environment with more than 10 years experiences or a minimum of Master degree from HEC recognized university in recognized discipline of Environment Sciences with a minimum of 15 years professional experience in the field of solid waste management, with comprehensive experience of similar assignments)	08
b.	Technical specialists (EIA, Environment Planning & Management Experts) and solid waste management engineers and environment scientists having more than 10 years' experience in Environment related field.	10
c.	Environmental and Social experts (Masters in Sociology with relevant experience) with 7-10 years' experience in ESIA's and due diligence, health & safety, stakeholder engagement, public consultation and disclosure in the local context, gender and inclusion expertise, and/or resettlement expertise, in solid waste management sector with experience of similar assignments and with recent track record.	07
IV. Financial Stability		05
a.	Financial Stability (Last three years audited account (2012-13 onwards). 2 marks each for the first two years audited accounts report	05
TOTAL		100

* The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

S. No	Description	Percentage
1	Specific qualifications (Specific education, training, and experience)	20%
2	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments)	70%
3	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):	10%

NOTE: ALL BIDDERS ARE REQUIRED TO SIGN AND STAMP EACH AND EVERY PAGE OF THE BIDDING DOCUMENT BEFORE SUBMISSION.

SECTION 3. TECHNICAL PROPOSALS - STANDARD FORMS

TECHNICAL PROPOSAL - STANDARD FORMS

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

Karachi
January __, 2016

To,

The Executive Director (Finance & Administration),
Sindh Solid Waste Management Board,
Bungalow No. D-47, Block-2, Clifton,
KARACHI.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Hiring of Consulting Firm for Environmental Impact Assessment (EIA) Studies in accordance with your Request for Proposal dated January, 2016 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

We are submitting our Proposal in association with/as a Joint Venture: [*Insert a list with full name and address of each joint venture partner or sub-Consultant*].²

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

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

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

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

We remain,

Yours sincerely,

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

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

² [*Delete in case no association or Joint Venture is proposed.*]

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 the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]

B: CONSULTANT'S EXPERIENCE

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

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees ³ of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

³ Regular full-time employee as defined in para. 3.3(ii), footnote 2 of Section 2:

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

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 others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B: ON COUNTERPART STAFF AND FACILITIES

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

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 Personnel,*

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 Client), 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 Personnel. 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 personnel.

FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS AND SUMMARY OF CV INFORMATION

Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	International or National Expert	Employment Status with Firm (full-time, or other)	Education / Degree (Year / Institution)	No. of years of relevant project experience	CV signature (by expert/by other)

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 expert]:* _____

3. **Name of Expert** *[Insert full name]:* _____

4. **Date of Birth:** _____ **Citizenship:** _____

5. **Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

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

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

8. **Countries of Work Experience:** *[List countries where expert 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 expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

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

Employer: _____

Positions held: _____

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

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and my experience;
- (ii) I am not employed by the Client;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule in Form TECH-7 provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
- (iv) I am committed to undertake the assignment within the validity of Proposal;
- (v) I am not part of the team who wrote the terms of reference for this consulting services assignment;

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of expert or authorized representative of the firm] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 PERSONNEL SCHEDULE

	Name of Expert /Position	2. Professional Expert input (in the form of a bar chart) ¹													3. Total person-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ²	Total	
1		[Home]																
		[Field]																
2																		
3																		
4																		
										Total								

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

2 Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.

- Full time input
- Part time input

FORM TECH-8 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

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

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

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. Forms FIN-1, FIN-2, FIN-3, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in para 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the CQS, QBS or SSS** method is adopted as detailed in para 6.3(i) of Section 2 of the RFP.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Remuneration

FIN-4 Breakdown of Reimbursable Expenses

Appendix: Instructions for preparing Financial Proposal Forms FIN-1 to FIN-4

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Hiring of Consulting Firm for Environmental Impact Assessment (EIA) Studies in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

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

Name and Address of Agents	Amount in Pak Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total in Form FIN-2.

FORM FIN-2 SUMMARY OF COSTS

ITEM	COST (Pak Rupees)
Remuneration	
Out of Pocket	
Provisional Sums	
Contingencies	
TOTAL COST OF FINANCIAL PROPOSAL	

Total cost of financial proposal in words (in Pak Rupees): _____

Signed and Stamp of Consultant

Note: In case of Joint Venture all members of JV have to sign.

FORM FIN-3 REMUNERATION

Name of Consultant	Designation	Home Rate	Months	Field Rate	Months	Total Person Months	Total Remuneration
Consultant A	Engineer	100,000	3	150,000	2	5	600,000
Consultant B	Surveyor	0	0	100,000	4	4	400,000
TOTAL COST							1,000,000

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

NO.	DESCRIPTION ⁴	UNIT	UNIT COST	QUANTITY	TOTAL
1	PER DIEM ALLOWANCE	DAY			
2	TRAVEL	TRIP			
3	COMMUNICATION CHARGES				
4	EQUIPMENT, MATERIAL				
5	OFFICE RENT, CLERICAL ASSISTANCE				

⁴ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the datasheet.

Appendix - 2**Instructions for Preparing Financial Proposal Forms FIN-1 to FIN-4**

- 1** Forms FIN-1 to FIN-4 must be completed and submitted to the Client in hard and soft copies, strictly in accordance with the instructions.
- 2 Form FIN-1** Financial Proposal Submission Form shall be filled in following the instructions provided in the Form.
- 4 Form FIN-2** Summary of Costs. Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 5 Form FIN-3** Remuneration
 - (i) The purpose of Form FIN-3 is to identify the monthly billing rates for each international and national expert to be fielded by the Consultant as part of its proposed team of experts.
 - (ii) The following details shall be shown for each expert:
 - a. Expert's name
 - b. Nominated position; same as that shown on personnel schedule (Form TECH-7, Section 3)
 - c. Home office rate; remuneration rate when the expert is working in the Consultant's home country office.
 - d. Field rate; remuneration rate when the expert is working outside the expert's home country.
 - e. Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3).
- 7 Form FIN-4** Breakdown of Reimbursable Expenses
 - (i) The purpose of Form FIN-4 is to identify all out-of-pocket expenditures considered by the Consultant necessary to carry out the assignment.
 - (ii) Per Diems
 - a. For international experts, the weighted average per diems (i.e., one per diem rate for all locations) need to be computed (per diems are calculated on the basis of 30 days per calendar month). The per diem comprises room costs and subsistence allowance for meals and other similar expenses.
 - b. For national experts, when the experts are required to work away from the Consultant's project office, the weighted average per diems (i.e., per diem rate for all locations) of the national Consultants calculated on the basis of 30 days per calendar month need to be shown.
 - (iii) International Travel

International travel costs will show the return airfares needed by international experts to travel from their home office, or regular place of work, to the field. The number of round trips, the cost for each trip and destinations should be shown under "air travel". A separate item "miscellaneous travel expenses" should be

shown to cover a lump sum allowance for processing necessary travel documents, inoculations, and transport to and from airports on a round trip basis.

(v) Provisional Sums and Contingencies

The amounts indicated as “provisional sums” (e.g. workshop, seminar amounts, etc.), which are reimbursable, and the contingency amount must be the same as those specified in the Data Sheet.

Section 5. Terms of Reference

TERMS OF REFERENCE / SCOPE OF WORK

Scope of Services / Terms of Reference for Environmental Impact Assessment of Solid Waste Management

5.1 BACKGROUND

Solid waste management (SWM) is an integral part of urban environment and planning of the urban infrastructure to ensure a safe and healthy environment. Rapid industrialization and urbanization, with change in living style and practices has resulted in increased burden of waste from all sources and has created serious problems of waste disposal due to uncontrolled and very fast pace of urbanization. The problem is further aggravated by lack of financial as well human resources trained in SWM practices in the sphere of segregation, collection, transportation, processing and final disposal.

Sindh Solid Waste Management Board (SSWMB) has been established by an act of the Provincial Assembly for effective Integrated Solid Waste Management in Sindh and use the solid waste for power generation, composting, recycling and providing proper disposal of the same in sanitary engineered landfill sites. SSWMB is embarking in garbage collection from door to door and construction of Garbage Transfer Stations (GTS), material recovery facilities, construction of composting facilities and energy generation etc. SSWMB has arranged necessary funds from Government of Sindh to start the project.

Over the last three decades, Environmental Impact Assessment (EIA) or Environmental Assessment (EA) has become a major tool for effective environmental management. Over the years, the focus of EIA has changed towards making it a useful tool for environmental sustainability, which can be very effectively put to use to ensure that all important factors are included and unnecessary factors are revealed and dropped. This contributes towards ensuring that the environmental sinks and resources are not so excessively stressed as to cause any reduction in the assimilative capacity of the environment. Pursuing its vision to effectively and efficiently handle and manage the multifaceted solid waste related activities and establish state of the art infrastructure for the province, SSWMB would setup GTS, improve the existing landfill sites besides setting up new sites. Similarly, composting plants and other waste energy plants would also be established. Thus, Environmental Impact Assessment (EIA) for the said interventions and other relevant activities pertaining to municipal solid waste management including medical and industrial hazardous wastes would be carried out; however, in the preliminary phase, EIA studies for the GTS and landfill sites are predominantly required following which and subject to satisfactory performance, EIA studies in the above mentioned areas as well as other relevant sectors would be offered by SSWMB.

This EIA will be carried out to fulfill the mandatory legal requirement as per Sindh Environmental Protection Act, 2014.

5.2 GEOGRAPHICAL LOCATION

SSWMB plans to conduct EIA study of six (06) Garbage Transfer Stations (GTS) in Karachi and three (03) Landfill Sites at Jam Chakro, Gond Pass and a new Site at Dhabeji.

5.3 OBJECTIVES

Due to the establishment of the proposed solid waste management (SWM) facilities and infrastructure, major environmental and social impacts are anticipated. Some of the major environmental and social impacts of such projects include pollution of natural components of the environment (air, water, land, soil, etc.), creation of unhygienic and foul smelling conditions.

In view of the above issues and to comply with the legal requirements, an EIA is to be carried out with the following objectives:

- i. Complete description of the existing sites proposed for development.
- ii. Significant environmental issues of concern through the presentation of baseline / primary data, which should include physical, biological, social, cultural and heritage considerations.
- iii. Assess public perception of the proposed development.
- iv. Stakeholders' consultation with all relevant stakeholders of the project.
- v. Policies, legislation, rules and regulations relevant to the project.
- vi. Likely impacts of the development on the described environment, including direct and indirect impacts and their relative importance to the design of the facilities.
- vii. Mitigation action / measures to be taken to minimize predicted adverse impacts, requisite avoidance and compensation measures.
- viii. Integrating the identified environmental issues in the project planning and design.
- ix. Developing appropriate management plans for implementing, monitoring and reporting of the environmental mitigation and enhancement measures suggested.
- x. Alternatives of the project that could be considered at that site or at any other location if the proposed locations are not environmentally viable.
- xi. Conclusions.

The EIA studies and reporting requirements to be undertaken under this TOR must conform to the SEPA guidelines and required regulations.

The EIA study comprises the following four stages: Environmental Screening, Impact Assessment, development of mitigation measures and preparing an Environmental Management and Monitoring Plan (EMMP) to mitigate the negative impacts.

5.4 PROJECT DESCRIPTION

I. Description of the Existing SWM

This would involve description of the geographical location of the existing facility and

its surroundings, capacity, need for new/expanded SWM. Details of the present solid waste management system should include the following information:

- Population covered area of the Talukas / districts of the Karachi.
- Expected quantity of municipal solid waste (MSW) generated (based on the population or actual survey of waste quantity).
- Quantity of MSW actually collected (average figure) – details of seasonal variation for actual collection.
- Characteristics of the MSW – physical and chemical
- Methodology for collection of MSW – doorstep collection, segregation at source, community bins, masonry bins ('dhalao'), collection from commercial and office premises, etc.
- Methodology for street sweeping and drain cleaning – details on dirt from street sweeping and drain silt mixed with MSW.
- Program to develop community awareness & social mobilization regarding environment & solid waste disposal.
- Transportation of MSW – type of vehicles (fast or slow moving), frequency of transportation and distance of transportation.
- Recycle material for energy use.
- MSW storage facilities - Details of the capacities, operating practices, compliance with the statutory requirements and description of proposed operating practices should be provided. Also, the existing internal transportation mechanism for the MSW should be explained.
- Details of bio-medical waste and hazardous industrial waste generated within municipal limits should be given.
- If there is an existing processing unit for MSW, the process outline, capacity of the facility and history of actual performance of this facility till date should be provided.

The description of the project will also indicate the area to be reserved for construction, areas to be preserved in their existing state as well as activities and features which will introduce risks or generate impacts (negative or positive) on the environment. This should involve the use of maps site plans, photography and other graphic aids and images, as appropriate, and include information on location, general layout and size, as well as construction plans.

The plans for providing utilities, waste disposal and other services like waste collection and disposal should also be outlined.

II. Description of the proposed SWM

The information provided in this section is required for all the stages of EIA. This information will be sourced from engineering and design studies conducted for the project. This section should contain the following details:

- Location of the site, environmental justification for selecting the site for the proposed MSW management facility.
- Land requirement for the facility, including its optimization, break up for various purposes and its availability. If any incompatible land use attributes fall within a 5km radius of the project boundary, proponent shall describe the sensitivity areas like public water supply areas from rivers/surface water bodies and groundwater, scenic areas/tourism areas/hill resorts, religious places.
- Details of each unit in the facility, with a brief describing of its operations

- Details of the waste collection system – compliance with the statutory requirements and description of proposed operations.
- Details of the proposed protocol for waste acceptance (system for sampling, parameters, analysis methods, time lags, number of people, qualifications, manifest system, etc.).
- Ultimate disposal of the waste – details of the methodology of disposal including life span and design of the existing/proposed site.
- Details on expansion/up-gradation of the existing processing facility, if any
- Details of chosen waste treatment process/technology and whether it is in compliance with the applicable law.
- Details of the identified site and its suitability for the process chosen (with respect to any habitats or other sensitive areas nearby as per respective norms); status of compliance with the guidelines for site selection.
- Process flow and design details (step-by-step procedure).
- List of plant and equipment to be set up and vehicles to be used.
- Details of infrastructure facilities including drainage.
- Source of water and electrical power.
- Precaution for avoiding unwanted material such as bio-medical waste.
- Details of safety measures for health and environment.
- Specific details on leachate collection system, generation rates, treatment and disposal.
- Details of the landfill operation – filling, layers, equipment, compaction levels, crosschecking mechanism, stability considerations, troubleshooting mechanism, etc.
- Details of proposed monitoring wells, locations, frequency of monitoring, parameters etc.
- Firefighting, safety and health protection measures in the project design and operations.

5.5 ENVIRONMENTAL SCREENING (ES)

Environmental Screening is done in the early stages of the project preparation to:

- Make a preliminary assessment/review of the environment issues that are relevant to the proposed project, thus making it environmentally sound and sustainable.
- Determine the extent and type of project EIA to be undertaken.
- Recommend possible modifications in the preliminary project design.

Scope of Work for ES

The general approach to be adopted for ES includes:

- Preliminary reconnaissance surveys to identify environmentally sensitive issues relating to the proposed project site and its influence area and the baseline conditions, including regionally and nationally recognized environmental resources and features, environment and common property resources such as forests, large water bodies and major physical cultural properties.
- Assessment of the potential impacts of the project on the baseline conditions.
- Recommended mitigation measures to offset the identified adverse and impacts
- Stakeholder assessment and consultations.
- Identification of the Valued Environmental Components (VECs) considering the baseline information (collected from both secondary and primary sources), the preliminary understanding of the activities proposed in the project and from stakeholder consultations.

- Preliminary analysis of impacts identified in the project site, surroundings and influence area and formulation of management measures/options.
- Preparation of scoping for projects EIA, which will be a direct outcome of the above-mentioned ES and shall define the boundaries of the project EIA.
- Documentation of the above-mentioned ES in the form of Environmental Screening Report.

5.6 PROJECT E.I.A

The detailed assessments will be carried out in Stage II. This will include the detailed impact assessments and will be used for the preparation of the EIA report.

The Scope of work for the project EIA would be as follows:

A. **Detailed description of the project as mentioned above** - Information collected from engineering and design section of the project and from Technical Feasibility Report, along with required maps/designs/documents.

B. **Legislative and Regulatory Considerations** - Outline the pertinent regulations and standards governing environmental quality, safety and health, protection of sensitive areas, protection of endangered species, and land use control at the provincial level for example the provincial NEQS. The examination of the legislation should include at minimum, legislation such as Sindh Environmental Protection Act, 2014, Public Health Act Public Health (Emergency Provisions) Ordinance, 1944; The Solid Waste Management Board Act 2013, The Sindh Town Planning Act, 1915; The Medical Waste Management Standards, Hospital Waste Management Rules, 2005 and the appropriate international conventions/protocols where applicable, Environmental Standards in Pakistan.

C. **Analysis of Alternatives (Technology & Sites)** - In case the scoping exercise indicates a need for alternatives, this chapter shall include:

- Description of various alternatives such as locations, layouts or technologies studied.
- Summary of adverse impacts of each alternative.
- Selection of alternative.

D. **Stakeholder Consultations** - In order to address the proposed project's environment and social issue and impacts to the relevant stakeholders i.e. institution, governmental and non-governmental organizations, communities from walks of life, etc., a consultation is necessary to be conducted. A consensus in return is developed in this regard and their reviews and comments are highlighted in the report. Moreover, the consultation sessions shall be aimed at improving project components with regard to proper environmental management.

E. **Description of the Environment**

Baseline surveys generally include:

- I. Collection of information from secondary sources that are necessary for understanding the baseline pertaining to physical, biological and socio-economic environments in the project and influence area.
- II. Carrying out site visits and investigations of all the environmentally sensitive locations and documenting them on the base maps to identify conflict points with preliminary design.
- III. Preparing detailed specific maps showing details of sites for environmental enhancements. These surveys are to be carried out as per the standards prescribed by SEPA, which if not available, shall conform to international

practice.

It is recommended that the environmental surveys be coordinated with social and engineering surveys and done simultaneously, as far as possible.

As a primary requirement of EIA process, the proponent should collect primary baseline data in the project area as well as in the area of project influence. Secondary data should be collected for a broader area.

The following components of the environment shall be studied:

- a. Physical environment
- b. Biological environment
- c. Socio-economic and cultural constraints.

a. Physical

i. Land: Availability of land for earmarking for the project without causing undue hardship to local habitat and their socio-cultural and economic aspects is very important. Data on the land availability is to be ascertained from local authorities etc. Justification for the proposed quantum of the area is to be given.

ii. Topography: Baseline data needs to be given on existing situation of the land at the proposed project area, including description of terrain hill slopes, coastal and inland topography, coastal features if any (lowland, beaches, littoral areas and shoal areas), terrain features, slope and elevation. Study of land use pattern, habitation, cropping pattern, forest cover, environmentally sensitive places, etc. should be made by using remote-sensing techniques (if available) and also through secondary data sources.

iii. Geology: Wherever applicable baseline data should be provided on rock types, regional tectonic setting (reported fractures/faulting, folding, warping, etc.), and history of any volcanic activity, seismicity and associated hazards, mainly in the coastal area.

iv. Soil: Data including type, classification, characteristics, soil properties, etc. are important from engineering considerations for design of structures like landfills, green belt development, etc. Changes in parameters of soil also may affect plantation and vegetative growth, which in turn may endanger the health of local habitat.

v. Noise: Baseline data on noise pollution at the project area and the neighborhood up to 1km or nearest residential areas is to be monitored as per the regulations.

vi. Air Environment: Baseline data of ambient air parameters, such as RSPM, nitrogen dioxide, sulphour dioxide, carbon monoxide, heavy metals and other harmful air pollutants, depending upon the type of waste, should be monitored.

This data should be collected in the area of influence of the project site outside the project boundary by observation at a number of locations particularly near the settlements. Specific importance should be attached to areas in close proximity to the

project

vii. Meteorological data covering the following should be incorporated in the EIA report.

- Data for at least a 10-year period should be presented from the nearest meteorological station. The history of cyclones and tidal surges for the area shall be mentioned. The data pertaining to the following parameters shall be included:
 - Wind speed and direction
 - Rainfall
 - Relative humidity
 - Temperature
 - History of cyclones

viii. Groundwater: Baseline data on groundwater including data on pH, dissolved solids, suspended solids, BOD, DO, and heavy metals (depending upon the type of waste) is to be collected. Usage purpose of the groundwater, if any, is to be indicated.

ix. Surface water: Baseline data on location of surface water like lagoons, lakes, tidal inlets, streams, rivers and their details such as their present quality and utility, if any, is to be provided. Details of water bodies in the project area shall be described specifically. Water quality is to be monitored for parameters mentioned for groundwater.

x. Existing Solid Waste Disposal facilities: Details of authorized MSW facilities, biomedical treatment facilities and hazardous waste disposal facilities in the area should be inventoried if they will be utilized.

b. Biological

i. Aquatic ecology: In case if any site falls near the coastal region and the project site will have an impact on the coastal region, the baseline data on aquatic flora and fauna, mangroves and marshes and other coastal vegetation, sand dunes at the project area, including the coastal area, if any, is to be ascertained by proper surveys.

ii. Terrestrial ecology: Details on secondary data on the existing flora and fauna in the study area carried out by a university/institution under the relevant discipline shall be included in the list of flora and fauna along with classification as per the schedule given in the Wildlife Protection Ordinance, 1972 (for fauna) and in the Red Book Data (flora). Also, a statement clearly specifying whether the study area forms a part of an ecologically sensitive area or migratory corridor of any endangered fauna should be provided.

c. Socio-economic & Cultural

Current human population structure in the surrounding of the project sites; present and proposed land use; planned development activities, issues related to garbage trash station and Landfill sites. Surrounding community structure, economic base/employment, distribution of income, goods and services; utilities; recreation; public health and safety; cultural attitude should be explored. The historical importance of the area if any should also be examined, while this analysis is being conducted. This assessment may vary with community structure and may take multiple forms such as informal public meetings or questionnaires.

5.7 IDENTIFICATION AND ASSESSMENT OF POTENTIAL IMPACTS AND MITIGATION MEASURES

This section should describe the likely impact of the project on each of the environmental parameters and the methods adopted for assessing the impact such as model studies, empirical methods, reference to existing similar situations, reference to previous studies, details of mitigation methods proposed to reduce adverse effects of the project, best environmental practices and conservation of natural resources.

The identification of specific impacts followed with mitigation measures should be done for different stages, i.e., location of the SWM, construction of landfills and other facilities, and other operations.

It should include the following:

- Details of the impact on drainage in the area and the surroundings.
- Impact on ambient air quality due to the MSW facility.
- Details of the model used and the input parameters for modeling, along with wind rose diagrams be demarcated on the map.
- Proposed measures for occupational safety and health of workers.
- Scheme for storm water management within and around the proposed facility.
- Details on impacts of landfill gases and its preventive measures.
- Plan for the conservation of wild fauna in consultation with the forest and wildlife department, in case of likely impacts, if any.
- Action plan for green belt development.

i. Land

Anticipated Impacts

- Impact of project construction/operation on the land requirement/land-use pattern should be assessed. Acceptance of the proposed site for SWM should be well ascertained. Prediction of impacts should include impacts on the existing infrastructures like housing, groundwater/surface water, loss of productive soil and impact on natural drainage pattern.

Mitigation Measures

- Measures should be adopted to reduce adverse effects such as soil improvement techniques and suitable design methods to reduce land requirement. Where land acquisition and consequential R&R methods are required, they should be implemented duly adhering to the norms and complying with pertinent statutory requirements for such land acquisition.

ii. **Topography, Geology and Soil****Anticipated Impacts**

- Impact of project construction/operation on the topography due to large scale quarrying, filling of low lying area with abandoned spoil and borrowed material, damage to existing vegetation/green belt and plantation, changes in land-use patterns, disturbance to existing protected areas like mangroves, forests and environmentally sensitive areas/zones should be assessed. Flooding due to filling up of low-lying areas should also be assessed. Impacts on the surrounding land-use pattern, housing, groundwater, etc. should be assessed.
- Impact of the project construction on the geology and vice-versa should to be studied in detail. Impact of project construction/operation on the soil parameters, probability of settlement, subsidence, slides, surface drainage, leachates, etc. are to be estimated.

Mitigation Measures

- Mitigation measures to reduce adverse effects include study of alternative sites, improving green belt, obtaining construction materials from other sources, usage of alternative construction materials like fly ash, where possible, and storm water management. Other measures include adopting soil improvement techniques, suitable design methods and ground covering.

iii. **Air Environment****Anticipated Impacts:**

- Impact of project construction/operation on the ambient air quality on account of emissions of dust during construction and operations, as well as emission of gases from equipment deployed for construction and waste handling should be assessed.
- Prediction of emissions during waste handling/emissions from the land fill areas, emission inventory for critical pollutants with and without mitigation measures should be done. Further, prediction of the impact due to the existing activity on the proposed project and the prediction of impacts due to sanctioned/on-going projects in the surrounding area on the proposed project and the ambient environment shall be carried out.

Mitigation measures

- Mitigation measures proposed during the construction stage should include dust suppression measures by suitable techniques. Similarly, mitigation measures proposed during the operation stage should include alternative solutions, such as closed conveyor system, closed silos and closed vehicles to transport dusty waste. Other mitigation measures for lowering the emissions and green belt development should be taken.

iv. **Noise Pollution**

Anticipated impacts

- Impact of project construction/operation, including noise and vibration on account of construction equipment, waste handling equipment and road traffic should be assessed.

Mitigation measures

- Mitigation measures to reduce adverse effects should be provided.

v. **Groundwater**

Anticipated Impacts

- Discharge of trade effluent and sewage and its impact should be studied. Impact of project construction/operation on the groundwater on account of leachates, run off from material and storages and toxic or harmful substances, percolation, sea water intrusion, etc. should also be assessed.

Mitigation measures

- Mitigation measures to reduce adverse effects include constructing storage areas with impervious paving, impervious roads, lined drains, routing surface drainage to settlement tanks/pits etc. Treatment of effluent, recycling/reuse and disposal should be planned. Groundwater study on leachates should be carried out periodically and should be correlated with baseline data. Remedial measures should be taken in case of any deviation. Based on the total water budget of the project, the use of groundwater should to be reviewed and alternatives should be presented.

vi. **Surface Water**

Anticipated Impacts

- Impact of project construction and operations on surface water sources, contamination due to project operations, impact on utility of surface water resources by the neighbouring colonies, impact on surface water flow (e.g. flooding) due to anticipated obstructions, etc. should be assessed.

Mitigation measures

- Measures should be taken to protect surface water resources and prevent reduction in their quality due to construction and operational activities, and choice of alternative resources should be considered. Proposals to treat effluents conforming to standards notified under SEPA Act 2014, should be submitted.

vii. **Solid Waste Management**

Anticipated impacts

- Impact due to non-hazardous and hazardous solid waste generated during the construction and operational stages should be assessed.

Mitigation measures

- Mitigation measures to comply with the norms should be planned. Options for minimization of solid waste and environmentally compactable disposal/recycling of waste to conserve natural resources should be planned. Plans should be made for management and disposal of temporary structures made during construction phase.

viii. **Biological Environment**

Anticipated Impacts

- Impacts of the project construction/operation on the aquatic and terrestrial ecology on account of project construction should be assessed by using suitable empirical/model studies. Impacts of use of floodlights on the nesting of birds and other species should be studied.

Mitigation measures

- Mitigation measures to reduce adverse effects should be provided.

ix. **Socio-Economic and Occupational Health Environment**

Anticipated Impacts

- The impact of the proposed activity on the communities should be predicted. Details of public and private land in the proposed and immediate surroundings and the socio-economic status of the affected owners of the private land shall be provided. Present status of health, housing, public utilities, commercial structures and transportation should be collected.
- Impact of the project on socio-cultural aspects should be assessed. Socio-economic impacts due to displacement of settlements.

Mitigation measures

- Mitigation measures to reduce adverse effects including satisfactory R&R methods should be planned.

Institutional arrangement to implement mitigation measures shall be identified and steps to strengthen or expand existing arrangements, if required, shall be proposed.

An EIA Report, incorporating all the above information, shall be prepared for review by the Procuring Agency.

5.8 ENVIRONMENTAL MANAGEMENT PLANS (EMPs)

Based on the impacts predicted, separate EMPs shall be prepared for each of the construction packages. The EMPs shall fulfill all requirements of Government of Sindh and other relevant regulatory bodies.

The scope of EMPs shall include:

- Design modifications recommended by the project EIA, along with chain ages.
- Recommendation of feasible and cost-effective measures to prevent or reduce significant negative impacts to acceptable levels.
- Identification of opportunities for enhancement of environmental quality (of specific locations, water bodies, scenic areas, etc.) in the project area.
- Formation of specific or sample plans, such as those for management and redevelopment of quarries, borrow pits and construction camps.
- Suggestion of good practices for construction and upkeep of plant and machinery, responsibilities for execution and supervision of each of the mitigation and enhancement measures identified in the project EIA.
- Description of implementation arrangement needed for the project, especially the capacity-building proposals.
- Specification of environmental supervision, monitoring and auditing requirements, including the technical aspects of monitoring the effectiveness of mitigation

- measures (including measurement methodologies, data analysis, reporting schedules, emergency procedures, detailed budget & procurement schedules).
- Summary matrix of environmental monitoring, during construction and operation stages, along with the requirement of monitoring facilities, frequency, location, parameters of monitoring, compilation and analysis of data, comparison with base line data, compliance to accepted norms and reporting system, and plantation monitoring program.
 - Listing of all the mandatory government clearance conditions, and the status of procuring clearances.

Issues identified by the public and other stakeholders during public hearings along with the issues raised by the public and the responses of the project proponent should also be studied.

These additional studies can be annexed with the EIA Report.

5.9 EMERGENCY RESPONSE MECHANISM

Prepare an outline plan to deal with all emergency response situations that may occur at the facility and during transportation or during dumping at landfill sites to address the issue.

5.10 PUBLIC PARTICIPANTS / CONSULTATION PROGRAM

Public hearing would be organized to address and inform about all relevant issues of the project and seek the opinion of the public on the proposed project and incorporate all the possible relevant suggestions proposed by the public in the project.

5.11 EXECUTIVE SUMMARY (SUMMARY EIA)

This should be a summary of the EIA report condensed to 10 A-4 size pages at the maximum. It should necessarily cover in brief the following chapters of the full EIA report: Introduction, Project Description, Description of the Environment, Anticipated Environmental Impacts & Mitigation Measures, Environmental Monitoring Programme/ Project benefits, Environmental Management Plan (EMP), etc.

Such an Executive Summary may be required during public hearing process for distribution to interested public on demand. If required, it has to be translated into a local language.

5.12 MAJOR OUTPUTS FROM THE ENVIRONMENT PERSPECTIVE

- 1) Inception Report with work plan
- 2) Environmental Screening Report
- 3) Draft Environmental Assessment EIA Report
- 4) Final EIA Report

The EIA Report so prepared shall be submitted and got approved by the Sindh Environmental Protection Agency (SEPA). Ten (10) hard copies and Two (02) soft copies of the approved report should be submitted accordingly.

The report should include an appendix with items such as maps, site plans, photographs and other relevant information

5.13 COMPOSITION AND QUALIFICATION OF KEY PERSONNEL REQUIRED

Sr. No	Technical experts
1	Project Manager/Team Leader with a university degree or equivalent qualification with a minimum of 15 years professional experience in the field of solid waste management, with comprehensive experience of similar assignments
2	Technical specialists and solid waste management engineers
3	Environmental and Social experts with experience in ESIA's and due diligence, health & safety, stakeholder engagement, public consultation and disclosure in the local context, gender and inclusion expertise, and/or resettlement expertise, in solid waste management sector with experience of similar assignments and with recent track record
4	Institutional expert with experience of similar assignments
5	Local experts with good communication skills and evidence technical knowledge of the solid waste management sector
6	Surveyors and Assistants who would perform all tasks related to collection of baseline data with minimum 5 years' experience

- Consultants selected for this project should have expertise in assessment of similar projects and adept in sampling methodology, data collection and compilation of report.
- Consultants to provide financial estimates of additional costs as per the format provided.
- Once selected, consultants may visit the sites to understand the programme in detail. Based on observations, consultants may plan environmental baseline and sampling methodology, questionnaires for field interviews, Focused Group Discussions and Stakeholder consultations.
- Environmental baseline methodology should include all parameters including physical, biological and socio-economic environment.

- The sampling methodology should be devised in a way to ensure that the results should be accurate and have representation of the field situation.
- A realistic timeframe should be provided to complete all activities including surveys, stakeholder consultations, report submission and approval from SEPA.

5.14 SCHEDULE OF DELIVERABLES AND MODE OF PAYMENTS

Sr.	Description	Payments (in %)	Proposed / Tentative Timelines after the signing of the contract:	No. of Copies
1.	Inception Report with work plan	10	After 7 days from the signing of the agreement	HARD COPY:10 SOFT COPY: 02
2	Environmental Screening Report	15	After 21 days from the signing of the agreement	
3.	Draft Environmental Impact Assessment (EIA) Report	25	After 45 days from the signing of the agreement	
4.	Final EIA Report	15	Within 10 days of approval of draft report by SSWMB	
5.	EIA approval by SEPA	35	At the earliest once the report is approved by SEPA.	

Section 6.

STANDARD FORM OF CONTRACT

Consultant's Services Lump-Sum

Including General Conditions of Contract and Special Conditions of Contract

I. FORM OF CONTRACT

LUMP-SUM

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price
 - Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

General Conditions of Contract

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, there under Rules 2010 amended 2013.
- (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 as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, 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 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/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

- (n) "SC" means the Special Conditions of Contract
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws.

1.3 Language

The Contract shall be executed in language specified in SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other

impositions levied under the Applicable Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

- A. 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.

B. Integrity Pact

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- a recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- b terminate the Contract; and
- c recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

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 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 modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 Termination by the PA**
- The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
- a If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period

as the PA may have subsequently approved in writing.

- b If the Consultant becomes insolvent or bankrupt.
- c If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof

2.6.2 Termination by the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- b Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- c If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- a payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b except in the case of termination pursuant to paragraphs (a)

through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor

shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

- a entering into a subcontract for the performance of any part of the Services
- b appointing such members of the Personnel not listed by name in the **Appendix-C** and
- c any other action that may be specified in the SC.

3.6 Reporting Obligations

- a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
- b Final reports shall be delivered in CD ROM in addition to the hard copies specified in the 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 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 and/or Replacement of Personnel**
- a Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - b If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
 - c The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses payable by the consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 Lump Sum** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is to be 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 Conditions of Contract

- | Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.1 | Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 |
| 1.3 | The language is English. |
| 1.4 | The addresses are:
Procuring Agency: <u>D-47, Block 2, Clifton, Karachi</u>
Attention: <u>Secretary, SSWMB</u>
Telephone: <u>+92-21-35863026</u>
Facsimile: _____
E-mail: <u>ed.finance@sswmb.gos.pk</u>

Consultant: _____
Attention: _____
Facsimile: _____
Telephone: _____
E-mail: _____ |
| 1.5 | The location is province of Sindh. |
| 1.6 | The member in charge is _____ |
| 1.7 | The Authorized Representatives are:

For the PA: _____

For the Consultant: _____ |
| 1.8 | The PA will deduct all applicable taxes at source without reimbursement. |
| 2.1 | The Effectiveness date is <u>(insert date)</u> |
| 2.2 | The date of commencement of services is <u>(insert date)</u> |
| 2.3 | The time period shall be <u>(insert time period e.g. twelve month)</u> |
| 3.4 | The risks and the coverage shall be as follows:

a. Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel.
b. Third Party liability insurance.
c. Professional liability insurance.
d. employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in |

accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

- e. insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services

3.5 (c) The other actions are *(insert actions)*

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

5.1 *Not Applicable*

6.1 Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.

6.3 The Contract price is: _____ *[insert amount and currency for each currency as applicable]*

6.5 **The payment schedule:**

(Payment of installments shall be linked to the deliverables specified in the Terms of Reference)

1st payment: *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount]*

2nd payment: _____

3rd payment: _____

Final payment: _____

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

**(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Name of Procuring Agency: Name of Consultant:

Signature:
[Seal]

Signature:
[Seal]