
CREDIT NUMBER 7149-PK
GFF GRANT NUMBER TF0B8491
GFF EHS GRANT NUMBER TF0B8974

Operation Agreement

(National Health Support Program)

between

INTERNATIONAL DEVELOPMENT ASSOCIATION

and

PROVINCE OF SINDH

OPERATION AGREEMENT

AGREEMENT between INTERNATIONAL DEVELOPMENT ASSOCIATION (“Association”) and PROVINCE OF SINDH (“Implementing Entity”) (“Operation Agreement”) in connection with the Financing Agreement (“Financing Agreement”) of the Signature Date between the Islamic Republic of Pakistan (“Recipient”) and the Association, concerning Credit No. 7149-PK and the Grant Agreement (“Grant Agreement”) between the Recipient and the Association, acting as administrator of the Global Financing Facility (GFF), concerning Grant No. TF0B8491 and Essential Health Services (GFF EHS) Grant No. TF0B8974. The Association and the Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Financing Agreement) and the Standard Conditions (as defined in the Appendix to the Grant Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the Financing Agreement, Grant Agreement, the General Conditions, or the Standard Conditions.

ARTICLE II — OPERATION

- 2.01. The Implementing Entity declares its commitment to the objectives of the Operation. To this end, the Implementing Entity shall carry out the Operation in accordance with the provisions of Article V of the General Conditions, Article II of the Standard Conditions, and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services, and other resources required for the Operation.

ARTICLE III — TERMINATION

- 3.01. For purposes of Section 10.05 (c) of the General Conditions, the date on which the provisions of this Agreement shall terminate is twenty years after the Signature Date.

ARTICLE IV — REPRESENTATIVE; ADDRESSES

- 4.01. The Implementing Entity’s Representative is the Chairman of its Planning and Development Board.

4.02. For purposes of Section 11.01 of the General Conditions:

- (a) the Association's address is:

International Development Association
1818 H Street, NW
Washington, DC 20433
United States of America; and

- (b) the Association's Electronic Address is:

Facsimile: E-mail:

1-202-477-6391 CMUPakistan@worldbank.org

4.03. For purposes of Section 11.01 of the General Conditions:

- (a) the Implementing Entity's address is:

Planning and Development Board
Government of Sindh
Tughlaq House, 2nd Floor Sindh Secretariat, Karachi
Sindh, Pakistan; and

- (b) the Implementing Entity's Electronic Address is:

Facsimile:

+92-21-99218219

AGREED as of the later of the two dates written below.

INTERNATIONAL DEVELOPMENT ASSOCIATION

By

Najy Benhassine

Authorized Representative

Name: Najy Benhassine

Title: Country Director

Date: 10-Oct-2022

PROVINCE OF SINDH

By

ZF

Authorized Representative

Name: Zulfiqar Ali Shah

Title: Secretary Health Sindh

Date: 17-Oct-2022

SCHEDULE

Execution of the Operation

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

1. Without limitation on the provisions of Article V of the General Conditions for the Program, the Implementing Entity shall carry out the Program in accordance with financial management, procurement, and environmental and social management systems acceptable to the Association which are designed to ensure that:
 - (a) the Financing proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
 - (b) the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Institutional Arrangements for the Operation

1. The Implementing Entity shall establish, and thereafter maintain, throughout the period of implementation of the Operation, a Provincial Steering Committee, comprised of representatives from the Departments of Finance, Health, and Planning, in adequate numbers and under terms of reference satisfactory to the Association, vested with the responsibility of overseeing the implementation of the Operation in their respective agencies to: (a) review the progress of DLI implementation; (b) facilitate alignment and harmonization across the various departments; and (c) provide guidance to address implementation bottlenecks.
2. The Implementing Entity shall vest the overall responsibility for the implementation of the Operation in its Department of Health and shall establish by not later than ninety (90) days after the Effective Date of the Financing Agreement, and thereafter maintain, throughout the period of implementation of the Operation, a Program Management Unit, to be responsible for the Operation's financial management and procurement, and monitoring and evaluation, each with the composition, resources and terms of reference satisfactory to the Association and adequate for successful implementation of the Operation.

C. Annual Work Plans and Budgets.

The Implementing Entity shall:

- (a) prepare and furnish to the Association, by not later than September 30 of each year, an annual work plan and budget covering the activities proposed for the subsequent year of Operation implementation; which plan, and budget shall be of such scope and detail as set forth in the Implementation Guidance Note;
- (b) Notwithstanding sub-paragraph (a) above, annual work plan for the first year of Operation implementation, shall be furnished to the Association by not later than one (1) month after the Effective Date; and
- (c) thereafter, upon approval of each such annual work plan, ensure that the Operation is carried out in accordance with the said plan and budget, as agreed with the Association.

D. Implementation Arrangements

1. *Implementation Guidance Note.* The Implementing Entity shall prepare and adopt, by not later than ninety (90) days after the Effective Date of the Financing Agreement, a guidance note (“Implementation Guidance Note”), in form and substance satisfactory to the Association, which shall include detailed institutional, administrative, financial, procurement, technical, and operational arrangements and procedures for the implementation of the Operation and detailed verification protocols and procedures, and thereafter ensure that the Operation is carried out in accordance with the Implementation Guidance Note (provided, however, that in the event of any conflict between the arrangements and procedures set out in said guidance note and the provisions of this Agreement, the latter shall prevail) and, except as the Association shall otherwise agree in writing, shall not amend, abrogate, or waive, or permit to be amended, abrogated, or suspended, any provision of the Implementation Guidance Note.
2. *DLRs Monitoring and Reporting.* Without limitation on other reporting obligations under Section III of the Schedule to this Agreement, the Implementing Entity shall, not later than September 30 of each year during the Operation implementation period, furnish reports to the Recipient, for further transmission to the Association, on the status of achievement of the relevant DLRs in accordance with the Verification Protocols and as verified by the Independent Verification Agent(s).
3. *Program Action Plan.* Without limitation upon the generality of Part B of this Section I, the Implementing Entity shall carry out the Program Action Plan in accordance with the schedule set out in the said Program Action Plan in a manner satisfactory to the Association.

The Implementing Entity shall:

- (a) implement the Program Action Plan agreed with the Association, in a manner and substance satisfactory to the Association; and
- (b) refrain from amending, revising, waiving, voiding, suspending, or abrogating, any provision of the Program Action Plan, whether in whole or in part, without the prior written concurrence of the Association.

In the event of any inconsistency between the provision of the Program Action Plan and those of this Agreement and/or the Financing Agreement, the provision of the latter agreement shall govern.

E. Environmental and Social Standards for the Project

1. The Implementing Entity shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Association.
2. Without limitation upon paragraph 1 above, the Implementing Entity shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Association. To this end, the Implementing Entity shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
 - (b) sufficient funds are available to cover the costs of implementing the ESCP;
 - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
 - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended, or waived, except as the Association shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.

4. The Implementing Entity shall ensure that:
 - (a) all measures necessary are taken to collect, compile, and furnish to the Association through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Association, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Association, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
 - (b) the Association is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Implementing Entity shall establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Association.
6. The Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.
7. The Implementing Entity shall maintain, throughout the implementation of the Project, a Project grievance redress mechanism, with staffing and operating procedures acceptable to the Association, for monitoring and addressing the concerns of people affected by the Project and building public and stakeholder support for the Project.

Section II. Excluded Activities for the Program

The Implementing Entity shall ensure that the Program shall exclude any activities which:

- (a) in the opinion of the Association, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people;
- (b) involve the procurement of: (1) works, estimated to cost \$115 million equivalent or more per contract; (2) goods, estimated to cost \$75 million equivalent or more per contract; (3) non-consulting services, estimated to cost \$75 million equivalent or more per contract; or (4) consultants' services, estimated to cost \$30 million equivalent or more per contract;
- (c) involve land acquisition activities, including the procurement of land; and/or
- (d) involve the Direct Contracting which is equal to or more than fifteen (15) percent of Program's annual procurement value. The fifteen (15) percent limit shall be determined cumulatively, applied to all contracts entered into in that year.

Section III. Operation Monitoring, Reporting and Evaluation

A. Operation Monitoring, Reporting and Evaluation for the Operation

- 1. The Implementing Entity shall monitor and evaluate the progress of the Program and the Project and prepare Program Reports and Project Reports in accordance with the provisions of Section 5.08 (b) of the General Conditions for the Project and Section 5.08(b) of the General Conditions for the Program. Each Project Report and Program Report shall cover the period of six (6) months, and shall be furnished to the Recipient not later than forty-five (45) days after the end of the period covered by such report for incorporation and forwarding by the Recipient to the Association of the overall Project Report and Program Report.
- 2. The Implementing Entity shall provide to the Recipient not later than six (6) months from the Closing Date, for incorporation in the report referred to in Section 5.08 (c) of the General Conditions for the Project and Section 5.08(b) of the General Conditions for the Program all such information as the Recipient or the Association shall reasonably request for the purposes of such Section.