

**Saaf Suthro Sindh Program
Local Government Department
Government of Sindh**

Bidding document

National Competitive Bidding

**Hiring the Services of NGOs for Social Mobilization
to achieve ODF villages in Nine Districts of Sindh**

**Multi-Sectoral Action for Nutrition (MSAN)
(P158769)**

Grant No. TF0A5202

MAY, 2019

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Invitation for Bids (IFB)

Contract Identification: PK-PIU-1 MSAN-113853-NC-RFB
World Bank Grant No: TF0A5202

1. The Government of Sindh has received financing from the World Bank towards the cost of the Multi-Sectoral Action for Nutrition (MSAN) Project (P158769), and intends to apply part of the proceeds toward payments under the contracts for *Hiring the Services of Non-Governmental Organization- NGO for Social Mobilization to achieve Open Defecation Free-ODF villages in the Districts of Sindh*. The Grant number is TF0A5202 which is mainly being financed by Department for International Development (DFID) grant through World Bank. Bidding is open to all bidders from eligible source countries as defined in the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (Revised July 2014).

2. Saaf Suthro Sindh Program now invites sealed bids from eligible bidders / NGOs for carrying out Social Mobilization to achieve ODF villages in the Districts of Sindh as follows:

Lot 3	Services of NGO for Social Mobilization to achieve ODF villages in District Tharparkar, Sindh.
Lot 6	Services of NGO for Social Mobilization to achieve ODF villages in District Umerkot, Sindh.
Lot 7	Services of NGO for Social Mobilization to achieve ODF villages in District Thatta, Sindh.
Lot 8	Services of NGO for Social Mobilization to achieve ODF villages in District Sujawal, Sindh.
Lot 9	Services of NGO for Social Mobilization to achieve ODF villages in District Kashmore, Sindh.
Lot 10	Services of NGO for Social Mobilization to achieve ODF villages in District Kamber-Shahdakkot, Sindh.
Lot 11	Services of NGO for Social Mobilization to achieve ODF villages in District Larkana, Sindh.
Lot 12	Services of NGO for Social Mobilization to achieve ODF villages in District Badin, Sindh.
Lot 13	Services of NGO for Social Mobilization to achieve ODF villages in District Shikarpur, Sindh.

3. In each lot the bidder has to make/achieve 400 villages as Open Defecation Free and covering a minimum population of 200,000 rural inhabitants of the district. Bidders may bid for any one or all lots. Evaluation and award will be on the basis of each lot. However, as a risk mitigation, no single bidder shall be awarded more than three (lots). NGOs that have already been contracted for three lots are not eligible to bid.
4. Bidding will be conducted through the National Competitive Bidding procedures as specified in the World Bank’s Procurement Guidelines.
5. A complete set of bidding documents may be downloaded by bidders from www.lgdsindh.gov.pk free of cost. Interested bidders may obtain further information from the office of undersigned.
6. A pre-bid meeting will be conducted on Tuesday June 11, 2019 at 11:00 am at Conference Room of MSAN office. All interested bidders are invited and encouraged to attend the same.
7. Bids shall be valid for a period of *120 days* after Bid closing and must be accompanied by bid securing declaration, and shall be delivered to *the address given at the bottom of the page* on Friday June 21, 2019 not later than 11:00 am. Bids will be opened at 11:00 am on the same day in the presence of the bidders who wish to attend. The Employer shall not consider any bid that arrives after the deadline for submission of bids. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure

to deliver a bid at the proper place and time. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

Office of Multi-Sectoral Action for Nutrition

Saaf Suthro Sindh Program Component

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
 - 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a grant from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Grant Agreement or have any rights to the Grant proceeds.
- 3. Eligible Bidders**
 - 3.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
 - 3.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
 - 3.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

3.4 The Grant agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

3.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 37.1.

4. Qualification of the Bidder

4.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the **BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract. Team **for each proposed lot** should comprise of i). District Coordinator ii) WASH Expert, ii). Social & Environmental Expert, iii). Communication and Behavior Change Expert. Duplication of team for other lots is not allowed.
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other

financial resources);

- (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the BDS**;
 - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at

least 70 percent complete) **as specified in the BDS;**

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS;**
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS.**

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

7. Site Visit

- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 8. Content of Bidding Documents**
- 8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) |
| Section IX | Contract Forms |
- 8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 9. Clarification of Bidding Documents**
- 9.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation for bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 10. Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 10.3 To give prospective bidders reasonable time in which to take an

addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

C. Preparation of Bids

- 11. Language of Bid**
- 11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 12. Documents Comprising the Bid**
- 12.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 13. Bid Prices**
- 13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 13.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

14. Currencies of Bid and Payment

- 14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 14.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 14.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 14.1.

15. Bid Validity

- 15.1 Bids shall remain valid for the period **specified in the BDS**.
- 15.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all

respects.

- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

16. Bid Security

- 16.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

- 16.2 The Bid Security shall be in the amount and currency **specified in the BDS**, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 16.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;

- 16.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing

Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Employer as non-responsive.

16.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.

16.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 33;

(ii) furnish a Performance Security in accordance with ITB Clause 34.

16.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17. Alternative Proposals by Bidders

17.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

17.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

17.3 Except as provided under ITB Sub-Clause 17.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be

accepted.

17.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

18. Format and Signing of Bid

18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

19. Sealing and Marking of Bids

19.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

19.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

19.3 In addition to the identification required in ITB Sub-Clause

19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 21.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

20. Deadline for Submission of Bids

20.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

21. Late Bids

21.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.

22. Modification and Withdrawal of Bids

22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.

22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

22.3 No Bid may be modified after the deadline for submission of Bids.

22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.

22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

23. Bid Opening

23.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place

specified in the BDS.

- 23.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.
- 23.3 The bidders’ names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 21; Bids, and modifications, sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 23.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 23.3.

24. Process to Be Confidential

- 24.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.
- 24.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

25. Clarification of Bids

- 25.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 27.

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- 25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 25.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 26. Examination of Bids and Determination of Responsiveness**
- 26.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 26.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 27. Correction of Errors**
- 27.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the

Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).

28. Currency for Bid Evaluation

28.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 27, is payable (excluding Provisional Sums but including Daywork where priced competitively) to the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**;

29. Evaluation and Comparison of Bids

29.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 26.

29.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.

29.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations,

and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

29.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

30. Preference for Domestic Bidders 30.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

31. Award Criteria 31.1 Subject to ITB Clause 32, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4.

31.2 If, pursuant to ITB Sub-Clause 12.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

32. Employer’s Right to Accept any Bid and to Reject any or all Bids 32.1 Notwithstanding ITB Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

33. Notification of Award and Signing of Agreement 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 34.
- 33.4 Upon fulfillment of ITB Sub-Clause 33.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 33.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

34. Performance Security

- 34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 34.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 34.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

35. Advance Payment and Security

- 35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract,

subject to the amount **stated in the BDS**.

36. Adjudicator 36.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

37. Corrupt or Fraudulent Practices 37.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the Bank:

defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

- (iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (a) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (b) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the grant engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Grant, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Multi-Sectoral Action for Nutrition via its component <u>Saaf Suthro Sindh Program, Local Government Department, Government of Sindh</u> through its Project Director.</p> <p>The name and identification number of the Contracts are</p> <ol style="list-style-type: none"> a. <i>Lot 3: Services of NGO for Social Mobilization to achieve ODF villages in District Tharparkar, Sindh.</i> b. <i>Lot 6: Services of NGO for Social Mobilization to achieve ODF villages in District Umerkot, Sindh.</i> c. <i>Lot 7: Services of NGO for Social Mobilization to achieve ODF villages in District Thatta, Sindh.</i> d. <i>Lot 8: Services of NGO for Social Mobilization to achieve ODF villages in District Sujawal, Sindh.</i> e. <i>Lot 9: Services of NGO for Social Mobilization to achieve ODF villages in District Kashmore, Sindh.</i> f. <i>Lot 10: Services of NGO for Social Mobilization to achieve ODF villages in District Kamber-Shahdadkot, Sindh.</i> g. <i>Lot 11: Services of NGO for Social Mobilization to achieve ODF villages in District Larkana, Sindh.</i> h. <i>Lot 12: Services of NGO for Social Mobilization to achieve ODF villages in District Badin, Sindh.</i> i. <i>Lot 13: Services of NGO for Social Mobilization to achieve ODF villages in District Shikarpur, Sindh.</i> <p><i>In each lot the bidder has to make/achieve 400 villages as Open Defecation Free and covering a minimum population of 200,000 rural inhabitants of the district. Bidders may bid for any one or all lots. Evaluation and award will be on the basis of each lot. However, as a risk mitigation, no single bidder shall be awarded more than three (lots). NGOs that have already been contracted for three lots are not eligible to bid.</i></p> <p><i>Evaluation and award will be on the basis of each lot. Separate Bid Document shall be used for each lot. Each lot will be evaluated separately hence replication of “Team of key personnel” mentioned at section 4.2 (e) of ITB is prohibited.</i></p>
1.2	The Intended Completion Period for each of the above lots is 24 months from

	<p>the date of award of contract.</p> <p><i>The mobilization period is thirty days and is included in the above mentioned time period for each lot.</i></p>
2.1	The Borrower is Government of Sindh. Multi-Sectoral Action for Nutrition (MSAN) (P158769) MSAN is a project which is mainly being financed under Department for International Development (DFID) grant through World Bank. The Grant number is TF0A5202.
4.4	<ol style="list-style-type: none"> 1 Bids against each lot will be evaluated separately. The bidders applying for more than 1 x lot shall download and submit a separate bidding documents with distinct set of resources proposed for the completion of work for each lot which includes team of key professionals mentioned in ITB 4(e) along with Human Resources required for the specific lot. 2 In addition to requirements given in ITB Sub Clause 4.4 (a), (b), (c), (d) and (e).
4.4(a)	<u>For each lot, the minimum required annual volume of Services for the successful Bidder in last five years shall be averagely 10 million per year.</u>
4.4(b)	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he/she has executed during the last 5 years the following:</p> <ol style="list-style-type: none"> 1. Experience of having completed at least two Water, Sanitation and Hygiene (WASH) or Nutrition related projects. 2. Documented evidence of having undertaken social mobilization in the bidding district in last five years.
4.4(c)	Not Applicable
4.4(d)	Team Leader / Provincial Coordinator in accordance with SBD 1.1.
4.4(e)	Not Applicable
B. Bidding Data	
8.2 and 18.1	The number of copies of the Bid to be completed and returned shall be one original and one copy.
C. Preparation of Bids	
11.1	Language of the bid: <i>English</i>
12.1	The additional materials required to be completed and submitted are: None
13.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract.
14.1	The lump sum price shall be quoted by the Bidder in Pak Rupee only.
15.1	The period of Bid validity shall be 120 days after the deadline for Bid

	submission specified in the BDS.
16.1	Bid shall include a Bid Securing declaration using the form included in Section III, Bidding Forms.
16.2	Not Applicable
17.1	Alternative bids are not permitted.
17.2	Alternative times for completion are not permitted.
17.4	Alternative technical solutions are not permitted.
D. Submission of Bids	
19.2	<p>The Employer's address for the purpose of Bid submission is</p> <p style="text-align: center;">Project Director Saaf Suthro Sindh Program Address: Multi-Sectoral Action for Nutrition, F-64, Block – 5, Kehkashan Clifton, Karachi, Pakistan</p> <p>Any queries may be sent to the same address not later than 7 days prior to the bid submission deadline.</p> <p>For identification of the bid the envelopes should indicate the Lot Number and Nomenclature of Contract for specific district as follows:</p> <ol style="list-style-type: none"> a. <i>Lot 3: Services of NGO for Social Mobilization to achieve ODF villages in District Tharparkar, Sindh.</i> b. <i>Lot 6: Services of NGO for Social Mobilization to achieve ODF villages in District Umerkot, Sindh.</i> c. <i>Lot 7: Services of NGO for Social Mobilization to achieve ODF villages in District Thatta, Sindh.</i> d. <i>Lot 8: Services of NGO for Social Mobilization to achieve ODF villages in District Sujawal, Sindh.</i> e. <i>Lot 9: Services of NGO for Social Mobilization to achieve ODF villages in District Kashmore, Sindh.</i> f. <i>Lot 10: Services of NGO for Social Mobilization to achieve ODF villages in District Kamber-Shahdadkot, Sindh.</i> g. <i>Lot 11: Services of NGO for Social Mobilization to achieve ODF villages in District Larkana, Sindh.</i> h. <i>Lot 12: Services of NGO for Social Mobilization to achieve ODF villages in District Badin, Sindh.</i> i. <i>Lot 13: Services of NGO for Social Mobilization to achieve ODF</i>

	<i>villages in District Shikarpur, Sindh.</i>
20.1	<p>A pre-bid meeting shall be held at Employer's address at 1100 hours on Tuesday June 11, 2019</p> <p>The deadline for submission of bids shall be Friday June 21, 2019 at 11:00 am. The Employer shall not consider any bid that arrives after the deadline for submission of bids. Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
E. Bid Opening and Evaluation	
23.1	<p>Bids will be opened at 11:00 am on Friday June 21, 2019 at the following address:</p> <p style="text-align: center;">Project Director Saaf Suthro Sindh Program Address: Multi-Sectoral Action for Nutrition, F-64, Block – 5, Kehkashan Clifton, Karachi, Pakistan</p>
28.1	The bids shall be in Pak Rupee only.
F. Award of Contract	
34	Successful bidder shall submit 5% of the contract amount as performance security in the form of Bank Guarantee.
35.1	The Advance Payment shall be: Not Applicable
36.1	The adjudicator: NOT APPLICABLE

Section III. Bidding Forms

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Service Provider's Bid

[date]

To: *[name and address of Employer]*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* Pak Rupee.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[Attach copy of relevant certificate as Annex – QI-1-a]*

Place of registration: *[insert] [Attach copy as Annex – QI-1-b]*

Principal place of business: *[insert] : [Attach copy as Annex – QI-1-c]*

Power of attorney of signatory of Bid: *[Attach copy as Annex – QI-1-d]*

1.2 Total annual volume of Services performed for each year in the last five years,: *[insert] [Insert Signed Contracts with clients/Letters from Clients for the service contracts]. : [Attach copy as Annex – QI-1-e]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years.

The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

[Insert Signed Contracts with clients/Letters from Clients for the service contracts]. (Attach copy as Annex – QI-1-f)

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. *(Attach copy as Annex – QI-1-g)*

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			

(b)

- 1.5 Qualifications and experience of key personnel including and Team Leader / Provincial Coordinator mentioned in 4.4(d) of BDS, proposed for administration and execution of the Contract. Attach biographical data as per given in Appendix C (*attach copy as Annex – QI-1-h*)

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved, if any (*Attach copy as Annex – QI-1-i*);

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies. (*Attach copy as Annex – QI-1-j*)
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3. (*Attach copy as Annex – QI-1-k*)
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer. (*Attach copy as Annex – QI-1-l*)
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved. (*Attach copy as Annex – QI-1-m*)

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			

(b)	
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1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2. (*Attach copy as Annex – QI-1-n*)

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents. (*Attach copy as Annex – QI-1-o*)

1.13 Bid Securing Declaration (*Attach as Annex – QI-1-p*)

1.14 The Form of Bid (in the format indicated in Section III); (*Attach as Annex – QI-1-q*)

2. Joint Ventures

2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.

2.2 The information in 1.12 and 1.13 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

(a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and

(c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

3. Additional Requirements

3.1 **Bidders should provide any additional information required in the BDS** and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.

3.2 **Bidders are required to attach above mentioned documents in sequence duly flagged annexures, having stated coding.**

Priced Activity Schedule

Currencies in accordance with ITB 14

Date: _____						
RFB No: _____						
Alternative No: _____						
Page N° _____ of _____						
1	2	3	4	5	6	7
Service	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service
N°						(Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
1	Establishment of Office					
2	Hiring of Provincial Coordinator, Key Staff and Non-Key Staff					* Total amount should be carried from Appendix-E
3	Orientation training of staff (within 7 calendar days of signing the contract)	No. of training sessions				
4	Conduct situation analysis to identify and facilitate selection of villages for implementation. This will include preparation of 1-2 pager village profile enabling District Coordination Committee (DCC) for selection of targeted villages.	L/S				

5	Formulate/Reactivate/Strengthen village level community organizations (VOs) to promote the community led total sanitation campaign and get them registered with the appropriate authorities. Working with the existing Village Organizations (VOs) which are already formed to implement any government led Community Strengthening Program by strengthening and reviving them with an Open Defecation Free (ODF) Sub-Committee; will be preferred for time and cost saving. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.	L/S				
6	Develop Village ODF Plans in consultation with stakeholders.	No. of Village ODF Plans				
7	Consolidate Village ODF Plans to District ODF Plan, sharing and seeking its consent/recommendation from the District Coordination Committee and sharing the consented copy of District ODF Plan with the Project Director Saaf Suthro Sindh Program for its final approval.	L/S				
8	Development, printing and Use of IEC material for social mobilization.	L/S				
9	Facilitate training firm for executing trainings at various stages of ODF cycle for NGO staff, Heads of VOs, Activists and other identified stakeholders.	L/S				
10	Implement Community Led Total Sanitation (CLTS) Process in targeted villages. The key steps and activities under CLTS will include:	No. of Villages				

	a. Pre-Triggering: This includes meeting communities, conducting situation analysis to assess general state of health, nutrition and sanitation.					
	b. Triggering: This includes defecation area transect (Walk of Shame), mapping of defecation areas, calculation of feces and medical expenses, triggering disgust and ignition.					
	c. Post-Triggering: This include encouragement, Community action follow-ups, participatory monitoring and indicators setting, verifying and certifying ODF villages, ODF celebrations and the monitoring and sustaining the ODF status.					
11	Extend technical support to village organizations in construction of household latrines.	L/S				
12	With the consent of VO, identify and recommend the name of Ambassador of Change - AoC for every targeted village and coordinate to help achieve behavior change towards sustainable ODF villages.	No. of AoC				
13	Conduct Hygiene promotion sessions with school teachers.	No. of Sessions				
14	Make assessment of WASH facilities at schools within targeted villages and identify priority schools where WASH infrastructure is needed to be provided and prepare Environment and Social Management Plan (ESMP) for each such facility.	No. of ESMP				
15	Make assessment of water supply and sewerage infrastructure and prioritize and recommend the requirements in villages for providing/rehabilitating small scale water supply and sewerage infrastructure schemes.	No. of recommendation plan				

16	Conduct orientation/on-site training sessions for natural leaders, ambassadors of change, Lady Health Workers (LHWs), School teachers, Local Government Department (LGD) staff to implement the campaign.	No. of training sessions				
17	Assist the District Coordination Committee / District ODF Committee in ODF Certification Process and third party in ODF verification process.	L/S				
18	Prepare the checklist for the ODF reward to Village Organizations.	L/S				
19	Encourage the local entrepreneurs to trade in the locally acceptable and available sanitary items.	L/S				
20	Facilitate UC for Post-ODF activities (certification, post-ODF Celebrations, installation of billboards etc.) in close coordination with PIU and District Coordination Committee.	L/S				
21	NGOs will ensure sustainability of ODF status for three months from the date of ODF certification.	No. of villages to ensure sustainability				
22	The NGO will follow all the guidelines and provisions stated in Operations Manual, Specification and Environment and Social Management Framework (ESMF) and the World Bank's relevant policies for coverage and performance and will apply guidelines and standards as recommended.	L/S				
23	In supervising their role they would ensure adherence to Environmental, Health, Safety and Social Code of Conduct provided at Annex-A of same section.	L/S				

24	Monitoring visits (throughout the life of project, starting from 3 rd month after signing of the contract)	No. of Monitoring visits			
		L/S=Lump sum		Total Bid Price	
Name of Bidder [<i>insert complete name of Bidder</i>] Signature of Bidder [<i>signature of person signing the Bid</i>] Date [<i>insert date</i>]					

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, **Project Director, Saaf Suthro Sindh Program, Local Government Department**, Government of Sindh (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

*[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the “Service Provider”).]*

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received the Grant number TF0A5202 which is mainly being financed under Department for International Development (DFID) grant through World Bank (hereinafter called the “Bank”) towards the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the grant, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the grant or have any claim to grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;

- (e) the Specifications – Please refer to Appendix A. Specifications have been merged with Appendix A Description of Services;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price (Not Used)

Appendix E: Breakdown of Remuneration

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider 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 **Project Director, Saaf Suthro Sindh Program, Local Government Department**, Government of Sindh,
[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative] _____

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: _____
NCB No.: _____
Alternative No.: _____

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Section IV. Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

Israel

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

None

Part II – Activity Schedule

Section V. Activity Schedule

The schedule of activities to be performed during the execution of the contract is provided below:

1. Notification of award to selected bidder by MSAN office
2. Orientation training of staff (within 7 calendar days of signing the contract)
3. Conduct situation analysis to identify and facilitate selection of villages for implementation. This will include preparation of 1-2 pager village profile enabling District Coordination Committee (DCC) for selection of targeted villages.
4. Formulate/Reactivate/Strengthen village level community organizations (VOs) to promote the community led total sanitation campaign and get them registered with the appropriate authorities. Working with the existing Village Organizations (VOs) which are already formed to implement any government led Community Strengthening Program by strengthening and reviving them with an Open Defecation Free (ODF) Sub-Committee; will be preferred for time and cost saving. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.
5. Develop Village ODF Plans in consultation with stakeholders.
6. Consolidate Village ODF Plans to District ODF Plan, sharing and seeking its consent/recommendation from the District Coordination Committee and sharing the consented copy of District ODF Plan with the Project Director Saaf Suthro Sindh Program for its final approval.
7. It is obligatory for the IPs to be the member of District Coordination Committee of the district.
8. Development, printing and Use of IEC material for social mobilization.
9. Facilitate training firm for executing trainings at various stages of ODF cycle for NGO staff, Heads of VOs, Activists and other identified stakeholders.
10. Implement Community Led Total Sanitation (CLTS) Process in targeted villages. The key steps and activities under CLTS will include:
 - a. **Pre-Triggering:** This includes meeting communities, conducting situation analysis to assess general state of health, nutrition and sanitation.
 - b. **Triggering:** This includes defecation area transect (Walk of Shame), mapping of defecation areas, calculation of feces and medical expenses, triggering disgust and ignition.
 - c. **Post-Triggering:** This include encouragement, Community action follow-ups, participatory monitoring and indicators setting, verifying and certifying ODF villages, ODF celebrations and the monitoring and sustaining the ODF status.
11. Extend technical support to village organizations in construction of household latrines.
12. With the consent of VO, identify and recommend the name of Ambassador of Change for every targeted village and coordinate to help achieve behavior change towards sustainable ODF villages.
13. Conduct Hygiene promotion sessions with school teachers.

14. Make assessment of WASH facilities at schools within targeted villages and identify priority schools where WASH infrastructure is needed to be provided and prepare Environment and Social Management Plan (ESMP) for each such facility.
15. Make assessment of water supply and sewerage infrastructure and prioritize and recommend the requirements in villages for providing/rehabilitating small scale water supply and sewerage infrastructure schemes.
16. Conduct orientation/on-site training sessions for natural leaders, ambassadors of change, Lady Health Workers (LHWs), School teachers, Local Government Department (LGD) staff to implement the campaign.
17. Assist the District Coordination Committee / District ODF Committee in ODF Certification Process and third party in ODF verification process.
18. Prepare the checklist for the ODF reward to Village Organizations.
19. Encourage the local entrepreneurs to trade in the locally acceptable and available sanitary items.
20. Facilitate UC for Post-ODF activities (certification, post-ODF Celebrations, installation of billboards etc.) in close coordination with PIU and District Coordination Committee.
21. NGOs will ensure sustainability of ODF status for three months from the date of ODF certification.
22. The NGO will follow all the guidelines and provisions stated in Operations Manual, Specification and Environment and Social Management Framework (ESMF) and the World Bank's relevant policies for coverage and performance and will apply guidelines and standards as recommended.
23. In supervising their role they would ensure adherence to Environmental, Health, Safety and Social Code of Conduct provided at Annex-A of same section.
24. Monitoring visits (throughout the life of project, starting from 3rd month after signing of the contract)

Reporting and Time Schedule:

No.	Deliverables	Delivery Month after contract signing
1	Inception Report	0.75 months
2	Monthly Reports	Every month
3	Seven Quarterly Report	After every 3 months
4	Two Semi-Annual Reports	After every 6 months
5	Two Annual Reports	After every 12 months
6	End of the Project Report	Within 1.5 months after completion of project

Deliverables and Payment Timelines:

S.No.	Deliverables	Delivery Month after contract signing
1	Inception Report	0.75 month
2	Achieving 400 villages ODF certified and verified.	
	First 50 villages	Within 6 months
	Subsequent lots of 50 villages each	After every 2 months from 6 months onward
3	Submission and approval of ESMP for 200 WASH facilities in selected schools.	Within 6 months
4	End of the Project Report	Within 1.5 months after completion of project

Payment Schedule:

S.No.	Payment Criteria ⁶	%
1	Submission and approval of Inception Report	5
2	Achieving 400 villages ODF certified and verified (10% of total bid price will be released on achieving every 50 villages ODF)	80
3	Submission and approval of ESMP for 200 WASH facilities in selected schools	10
4	Submission and approval of End of the Project Report	5

⁶ Subject to satisfactory deliverable

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s country;
- (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Fraud and Corruption

If the Employer determines that the Service Provider 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 Employer may, after giving 14 days notice to the Service Provider, terminate the Service Provider's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(d).

Should any personnel of the Service Provider be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2

For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

1.7.1 Definitions

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁸;

⁷ "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

- iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁹;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 1.8

1.7.2 Commissions and Fees

The Employer will require the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

1.8 Inspection and Audit by the Bank

The Service Provider shall permit, and shall cause its Personnel, sub-contractors, sub-consultants, services providers and suppliers to permit, the Bank and/or persons appointed by the Bank to inspect the Service Provider’s offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider’s and its Personnel, sub-contractors, sub-consultants, services providers and suppliers attention is drawn to Clause 1.7 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under this Sub-Clause cc constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility

⁹ “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁰ A “party” refers to a participant in the selection process or contract execution.

pursuant to the Bank's prevailing sanctions procedures).

1.9 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

2.2 Commencement of Services

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes

a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

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 Service Provider 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 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices as defined in GCC 1.7 in competing for or in executing the Contract.

- 2.6.2 By the Service Provider** The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:
- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
 - (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.6.3 Suspension of Loan or Credit** In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:
- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
 - (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.
- 2.6.4 Payment upon Termination** Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:
- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 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.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in

accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider 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 Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of

either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer'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 Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount

defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer 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 Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** 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 of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider 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 Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
- (b) The price payable in foreign currency is set **forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**Incentive
Compensation**

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and
Conditions of
Payment**

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

**6.5 Interest on
Delayed
Payments**

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

**6.6 Price
Adjustment**

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".

Imc is the index prevailing at the first day of the month of the corresponding invoice date and Ioc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".

If a price adjustment factor is applied to payments made in a

currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall

correct the notified Defect within the length of time specified by the Employer's notice.

- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

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 Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of

such request.

Section VII. Special Conditions of Contract

1.1	The words “in the Government’s country” are amended to read “in <i>Islamic Republic of Pakistan.</i> ”
1.1(a)	NOT APPLICABLE.
1.1(e)	The contract means the <i>Services of NGO for Social Mobilization to achieve ODF villages in _____ District of Sindh. (Insert name of district)</i>
1.1(h)	The Employer is Multi Sectoral Action for Nutrition through its component Saaf Suthro Sindh Program, Local Government Department, Government of Sindh via its Project Director.
1.2	The Applicable Law is: <i>Islamic Republic of Pakistan</i>
1.3	The language is <i>English</i>
1.4	<p>The addresses are:</p> <p>Employer: Project Director Saaf Suthro Sindh Program</p> <p>Address: Multi-Sectoral Action for Nutrition, F-64, Block – 5, Kehkashan Clifton, Karachi, Pakistan</p> <p>Attention: <u>Project Director</u></p> <p>Telex: +92-21-35157400</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: <u>Project Director</u> <u>Saaf Suthro Sindh Program, Local Government Dept. Government of Sindh</u></p> <p>For the Service Provider: _____</p>
2.2.2	The Starting Date for the commencement of Services is <i>seven days after signing of Contract Agreement.</i>
2.3	The Intended Completion Date for each of these nine lots is : Twenty four (24) months after the commencement of services.

2.6.1	<p>In addition to the points (a),(b),(c) and (d) of GCC Sub-Clause 2.6.1, the Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of following event:</p> <p>If the Service Provider does not submit a deliverable or achieve a milestone as mentioned in Appendix B, and does not submit a satisfactory deliverable or achieve a milestone within 10 days after receipt of a notice by the employer.</p>
3.2.3	<p>Activities prohibited after termination of this Contract are:</p> <p>Sharing of any information or data collected, used or managed during the execution of this project with third party</p>
3.4	<p>Following are the minimum insurance values acceptable to the employer:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, in accordance with the applicable law in the Client's country; (b) Third Party liability insurance, in accordance with the applicable law in the Client's country; (c) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (d) 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(d)	<p>The other actions are none.</p>
3.7	<p>All deliverables submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Saaf Suthro Sindh Program and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such deliverables to the Employer, together with a detailed inventory thereof. The Service Provider will not use or cause to be used the copies of the deliverables for any purpose unrelated to this contract. The Service Provider is allowed to retain a copy of the deliverables only for the purpose of backup on the backup server. These backup copies will be returned to the Saaf Suthro Sindh Program upon</p>

	<p>contract termination/expiry or whenever required.</p> <p>Service Provider may use a part or full of these documents subject to prior written permission of the Saaf Suthro Sindh Program, upon the request from the service provider clearly indicating the purpose to where these documents to be used.</p>
3.8.1	<p>The liquidated damages rate is 0.01 percent of the contract price per day.</p> <p>The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.</p>
3.8.3	<p>The percentage to be used for the calculation of Lack of performance Penalty(ies) is 1%. The time period to issue notice to correct a defect will be till 1 month of submission of final deliverable of the package. The liability to correct the defect will be till the defect is corrected.</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are: NONE</p>
6.4	<p>Progress payments subject to certification by the Employer that the Services have been rendered satisfactorily, pursuant to the deliverables. Payments shall be made according to the following schedule::</p> <p>Progress payments subject to certification by the Employer that the Services have been rendered satisfactorily, pursuant to the deliverables. Payments shall be made according to the following schedule::</p> <ul style="list-style-type: none"> • 5% of the total Contract Price shall be paid upon submission of inception report and its approval by the Employer. (within three weeks from the date of signing the contract) • 80% of the total Contract Price shall be paid on achieving 400 villages ODF certified and verified. (10% of total contract price will be released on achieving every 50 villages ODF) (during project life) • 10% of total Contract Price shall be paid on submission and approval of ESMP for 200 WASH facilities in selected schools. (Within 6 months from the date of signing the contract) • 5% of the total Contract Price shall be paid upon acceptance of End of the Project Report (Within 1.5 months from the date of completion of contract) <p>In cases where a delay is inevitable in the schedule submission of a deliverable, the service provider will request the employer for an extension in the deadline for submission of a deliverable, with cogent reasons, one month prior to the scheduled date of such activity. The Employer shall have the right to accept or reject any such request of extension at his sole discretion.</p>

6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4. The interest rate for delayed payments beyond one month would be 0.01 percent per day.
6.6.1	Price adjustment is NOT APPLICABLE
8.2.3	The Adjudicator is NOT APPLICABLE
8.2.4	In case of dispute between the employer and a foreign Service Provider, UNCITRAL Arbitration Rules revised June 2010, effective from 15 August 2010 will be referred. In the case of a dispute between the Employer and the local Service Provider, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act 1940 as in force on the date of this Contract. The decision made through arbitration shall be final and binding on the parties. If the arbitration fails between the parties, the Courts of Law at Karachi shall have the exclusive jurisdiction to entertain, try and decide any outstanding and unresolved dispute.

Section VIII. Performance Specifications and Drawings

Not Applicable

Section IX. Contract Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____/ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Bank Guarantee for Advance Payment

Not Applicable

Appendices

Appendix A—Description of the Services

Implementation partners (NGOs)

Background:

Diarrheal diseases are the second biggest killer of children under the age of five in Pakistan. Prevalence of childhood diarrhea is 23% as per National Nutrition Survey (NNS) 2011 and Pakistan Demographic Health Survey 2012. Diarrhea care seeking is 69% as per Sindh MICS 2014. Health status can never be improved until unless sanitation situation is improved in the area. Open defecation and use of non-sanitary toilets is wide spread in Sindh, particularly in rural Sindh.

The Government of Pakistan has set ambitious targets for the next ten years by committing to reduce diarrheal cases by 50 percent while improving sanitation coverage from 74 percent to 90 percent and providing access to clean drinking water for all through Pakistan Vision 2025. Targets for food insecurity call for halving the current rate of 60 percent to 30 percent.

To help reverse the increase in stunting, the Government of Sindh has approved an Inter-Sectoral Nutrition Strategy of Sindh (INSS) in 2013. Multi-Sectoral Action for Nutrition (MSAN) (P158769) MSAN is a project which is mainly being financed under Department for International Development (DFID) grant through World Bank and the activities will focus on specific investments to improve behavior around the key areas of sanitation and hygiene and food consumption and it will also support institutional and implementation arrangements that incentivize cross-sectoral collaboration to achieve nutrition results. MSAN supports Government of Sindh's Saaf Suthro Sindh (SSS) Program of WASH under Local Government Department and Agriculture for Nutrition (A4N) Project under Agriculture Department.

Under the programme, the services of a Non-governmental organization are to be hired for each of the targeted districts who will serve as implementing partner to support implementation of various components of the Project.

Key Responsibilities

FOR Implementation OF SSS COMPONENT

For implementation of SSS-Component the selected NGO will be responsible to:

1. The NGO will closely work with various stakeholders at the provincial, district and village coordination platforms. The NGO will closely coordinate with other projects that aim to improve the nutritional status of the population through Nutrition specific and Nutrition sensitive programs.

2. Conduct situation analysis to identify and facilitate selection of villages for implementation. This will include preparation of 1-2 pager village profile enabling District Coordination Committee (DCC) for selection of targeted villages.
3. Formulate/Reactivate/Strengthen village level community organizations (VOs) to promote the community led total sanitation campaign and get them registered with the appropriate authorities. Working with the existing Village Organizations (VOs) which are already formed to implement any government led Community Strengthening Program by strengthening and reviving them with an Open Defecation Free (ODF) Sub-Committee; will be preferred for time and cost saving. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.
4. Develop Village ODF Plans in consultation with stakeholders.
5. Consolidate Village ODF Plans to District ODF Plan, sharing and seeking its consent/ recommendation from the District Coordination Committee and sharing the consented copy of District ODF Plan with the Project Director Saaf Suthro Sindh Program for its final approval.
6. It is obligatory for the IPs to be the member of District Coordination Committee of the district.
7. Development, printing and Use of IEC material for social mobilization.
8. Facilitate training firm for executing trainings at various stages of ODF cycle for NGO staff, Heads of VOs, Activists and other identified stakeholders.
9. Implement Community Led Total Sanitation (CLTS) Process in targeted villages. The key steps and activities under CLTS will include:
 - d. **Pre-Triggering:** This includes meeting communities, conducting situation analysis to assess general state of health, nutrition and sanitation.
 - e. **Triggering:** This includes defecation area transect (Walk of Shame), mapping of defecation areas, calculation of feces and medical expenses, triggering disgust and ignition.
 - f. **Post-Triggering:** This include encouragement, Community action follow-ups, participatory monitoring and indicators setting, verifying and certifying ODF villages, ODF celebrations and the monitoring and sustaining the ODF status.
10. Extend technical support to village organizations in construction of household latrines.
11. With the consent of VO, identify and recommend the name of Ambassador of Change for every targeted village and coordinate to help achieve behavior change towards sustainable ODF villages.
12. Conduct Hygiene promotion sessions with school teachers.
13. Make assessment of WASH facilities at schools within targeted villages and identify priority schools where WASH infrastructure is needed to be provided and prepare Environment and Social Management Plan (ESMP) for each such facility.
14. Make assessment of water supply and sewerage infrastructure and prioritize and recommend the requirements in villages for providing/rehabilitating small scale water supply and sewerage infrastructure schemes.
15. Conduct orientation/on-site training sessions for natural leaders, ambassadors of change, Lady Health Workers (LHWs), School teachers, Local Government Department (LGD) staff to implement the campaign.
16. Assist the District Coordination Committee / District ODF Committee in ODF Certification Process and third party in ODF verification process.
17. Prepare the checklist for the ODF reward to Village Organizations.

18. Encourage the local entrepreneurs to trade in the locally acceptable and available sanitary items.
19. Facilitate UC for Post-ODF activities (certification, post-ODF Celebrations, installation of billboards etc.) in close coordination with PIU and District Coordination Committee.
20. NGOs will ensure sustainability of ODF status for three months from the date of ODF certification.
21. The NGO will follow all the guidelines and provisions stated in Operations Manual, Specification and Environment and Social Management Framework (ESMF) and the World Bank's relevant policies for coverage and performance and will apply guidelines and standards as recommended.
22. In supervising their role they would ensure adherence to Environmental, Health, Safety and Social Code of Conduct provided at Annex-A of same section.
Monitoring visits (throughout the life of project, starting from 3rd month after signing of the contract)

Population Coverage:

SSS Component:

Approximately targeting **200,000 rural inhabitants** of the district by taking up **minimum of 400 villages** throughout the district. The selection of villages shall be consented / cleared from District Coordination Committee before its approval from the office of the Project Director, Saaf Suthro Sindh Program.

Coordination & Reporting:

The implementing partners are required to coordinate with the following key stakeholders:

- a. **Project Director Saaf Suthro Sindh Program:** The IPs will be required to have strong coordination with the office of the Project Director, Saaf Suthro Sindh Program. All correspondence and submission of all deliverables including progress reports etc on standard and approved formats shall be made by the IPs to this office. Financial reporting will also be in accordance with schedule and formats approved by the PD's office.
- b. **District Coordination Committee:** It is obligatory for the IP to be a member of District Coordination Committee (DCC) and the District ODF Committee (sub-committee of DCC) of the respective district. Regular process and progress reporting to the DCC and District ODF committee is also required.

Duration of Assignment: 24 months from the date of award of contract

Selection & Contracting Process:

An NGO/IP will be selected through Performance Based Procurement, also called Output Based Procurement in accordance with the paragraph 3.3 National Competitive Bidding method set out in the Guidelines: Procurement of Goods, Works and Non-Consulting Services January 2011 (revised July 2014).

Contractual relationship will link payments to measured outputs instead of the traditional way where inputs are measured. The technical specifications defined above provides desired result and which outputs that will be measured; through a parallel validation contract, including how they will be measured. Those outputs aim at satisfying an output in terms of quality, reliability and sustainability. Payment is made in accordance with the

quantity of outputs delivered, subject to their delivery at the level of quality required. Reductions from payments (or retentions) may be made for lower-quality level of outputs.

MINIMUM REQUIREMENTS FOR THE CODE OF CONDUCT

A minimum requirement for the Code of Conduct should be set out, taking into consideration the issues, impacts, and mitigation measures identified in:

- *project reports e.g. ESIA/ESMP*
- *consent/permit conditions*
- *required standards including World Bank Group EHS Guidelines*
- *national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers accommodation*
- *grievance redress mechanisms.*

The types of issues identified could include. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.

The minimum Code of Conduct requirement may be based on the following:

CODE OF CONDUCT REQUIREMENTS

A satisfactory code of conduct will contain obligations on all project staff (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations of the jurisdiction
2. Compliance with applicable health and safety requirements (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, birth, age, disability, or political conviction)
5. Interactions with community members (for example to convey an attitude of respect and non-discrimination)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence or exploitation (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior)
8. Protection of children (including prohibitions against abuse, defilement, or otherwise unacceptable behavior with children, limiting interactions with children, and ensuring their safety in project areas)

9. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
10. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
11. Respecting reasonable work instructions (including regarding environmental and social norms)
12. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
13. Duty to report violations of this Code
14. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

Annex 1: Performance Indicator Guide

PROJECT ESTABLISHMENT			
Performance indicator	Means of Verification	Target	Frequency of Reporting to PD-SSS
Inception Report/ Operational Manual finalized and ready for dissemination	Report Approved	Submitted by latest three weeks after contract signing.	Approved report available at the first months
All project related positions are filled and retained (details of number and staff category as per proposal): Hiring of Male Sanitarians for Triggering (3 per district for 2 years) Hiring of Female Sanitarians (3 per District for 2 years) Hiring of District Coordinators (1 per district) Hiring of WASH Expert Hiring of Env: Expert Hiring of Social and BCC Expert Hiring of Admin & Data Assistant -	HR Records/Reports	All staff in place 2 months after signing of contract (later: 90% in filled and maintain, 95% attendance) – in accordance with s.no. 4	First quarterly report
IEC material for group sessions and individual sessions are developed or adopted, disseminated and used for community sessions	Monitoring reports	Every Sanitarian has a full set of IEC material on every subject At least one full set is available per team	First Quarter
Staff orientation completed	Report	Every staff received orientation	First quarterly report
High staff attendance maintained throughout the project duration	Staff and attendance records	At least 90%	Quarterly reports

Appendix B—Schedule of Payments and Reporting Requirements

Reporting Schedule:

No.	Deliverables	Delivery Month after contract signing
1	Inception Report	0.75 months
2	Monthly Reports	Every month
3	Seven Quarterly Report	After every 3 months
4	Two Semi-Annual Reports	After every 6 months
5	Two Annual Reports	After every 12 months
6	End of the Project Report	Within 1.5 months after completion of project

Deliverables and Payment Timelines:

S.No.	Deliverables	Delivery Month after contract signing
1	Inception Report	0.75 month
2	Achieving 400 villages ODF certified and verified.	
	First 50 villages	Within 6 months
	Subsequent lots of 50 villages each	After every 2 months from 6 months onward
3	Submission and approval of ESMP for 200 WASH facilities in selected schools.	Within 6 months
4	End of the Project Report	Within 1.5 months after completion of project

Payment Schedule:

S.No.	Payment Criteria ¹¹	%
1	Submission and approval of Inception Report	5
2	Achieving 400 villages ODF certified and verified (10% of total bid price will be released on achieving every 50 villages ODF)	80
3	Submission and approval of ESMP for 200 WASH facilities in selected schools	10
4	Submission and approval of End of the Project Report	5

¹¹ Subject to satisfactory deliverable

Appendix C—Key Personnel and Subcontractors CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained }

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included. }

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved)	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert
Date

Signature

{ day/month/year }

Name of authorized
Date
Representative of the Consultant
(the same who signs the Proposal)

Signature

Appendix D—Breakdown of Contract Price

Not Used

Appendix E—Breakdown of Remuneration

A. Remuneration					
No.	Name	Position (as in)	Person-month Remuneration Rate	Time Input in Person/Month	{Local Currency}
	Key Experts				
K-1			[Home]		
			[Field]		
K-2					
	Non-Key Experts				
N-1			[Home]		
N-2			[Field]		
				Total Costs	

Appendix F—Services and Facilities Provided by the Employer
Not Applicable

Appendix G—Performance Incentive Compensation Appendix

Not Applicable