

REQUEST FOR PROPOSALS

Hiring the services of an NGO for Social Mobilization to achieve ODF Villages in District JAMSHORO



ACCELERATED ACTION PLAN (AAP) FOR REDUCTION OF STUNTING & MALNUTRITION, LOCAL GOVERNMENT DEPARTMENT AND HTP DEPARTMENT

August 2021

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Section 1. Letter of Invitation

LETTER OF INVITATION

Reference / Invitation No: LGD/AAP/NGO/RFP/JAMSHORO/2021

Dated: _____, 2021

1. The Accelerated Action Plan (AAP) for Reduction of Stunting & Malnutrition, Local Government and HTP Department, Government of Sindh (hereinafter called "Procuring Agency") now invites proposals to provide following services: Hiring the services of an NGO for Social Mobilization to achieve ODF Villages (as a consultant). More details on the services are provided in the Terms of Reference.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under Least Cost Selection (LCS) method with Lump Sum contract and procedures described in this RFP, in accordance with the method of selection in LCS as per SPP Rules, 2010 (amended till date) and procedures stated in the RFP.
4. The services are required for a period of 30 months based on the satisfactory performance of the NGO.
5. The RFP Document includes the followings:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 – Standard Forms of Contract

Documents duly filled with required certificates are to be delivered on the following address

Program Coordinator (AAP),
Local Government Department, Ground Floor, Sindh Secretariat, Building
No. 5, Karachi.

Deadline of submission: 08-09-2021 between 10:00 AM – 02:00 PM

Date and Time of Opening of Technical Proposal: 08-09-2021 at 03:00 PM (In case of any holiday the RFP will be collected and opened on the next working day at the same time).

Yours sincerely,

Program Coordinator (AAP)
Local Government Department

Section 2. Instructions to Consultants

Instructions to Consultants

1. Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides **shortlisted Consultants** with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction 2.1 The Procuring Agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

- 2.2** The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3** Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5** Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest 1 **3.1.** Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1. Without limitation on the generality of the foregoing, Consultants, **2** and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

- i. A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall

be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. ii A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

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

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- i They are on leave of absence without pay;
- ii They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

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

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto

for all the procurements estimated to exceed Rs. 2.5 million (Annex-A).

6. Eligible Consultants **6.1** If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR 2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

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

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

9. Proposal Validity **9.1** The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

9.2 Consultants shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

10. 10.1 Consultants may request for a clarification of contents of the **Clarification** bidding document in writing, and procuring agency shall respond to **and** such queries in writing within three calendar days, provided they

Amendment in RFP Documents

are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the Data Sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- i If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- ii For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- iii It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- iv Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition. v Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- i A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C). iii The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E). iv CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five years.
- v Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Section 3E and 3G). vi A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D). vii Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

- 14. Financial Proposals**
- 14.1** The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants’ office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 15. Taxes**
- 15.1** The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- 16. Submission, Receipt, and Opening of Proposals**
- 16.1** Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
- 16.2** All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of Technical Proposal, the original governs.
- 16.3** The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 16.4** The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA’s internal dispatch workings, Consultants should

ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

Public Opening and Evaluation of Financial Proposals: (LCS, QCBS, and Fixed Budget Selection Methods Only)

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial

Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

- 19.2** The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3** In case of **Least Cost Selection (LCS) Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4** In case of **Quality and Cost Based Selection (QCBS) Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5** In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

- 20.** **20.1** Negotiations will be held at the date and address indicated in the **Negotiations** Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

- 21.** **Technical 21.1** Technical Negotiations will include a discussion of the **negotiations** Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then

be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

- 22. Financial 22.1** If applicable, it is the responsibility of the Consultant, before **negotiations** starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).
- 23. Availability 23.1** Having selected the Consultant on the basis of, among other things, **of Professional** an evaluation of proposed Professional staff, the PA expects to **staff/experts** negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 24. Award of 24.1** After completing negotiations, the Procuring Agency shall award **Contract** the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2** After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Information relating to evaluation of Proposals and **Confidentiality** recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

DATA SHEET

Paragraph Reference	
2.1	Name of the Client: <u>AAP, Local Government Department, Government of Sindh</u> Method of selection: <u>Least Cost Selection Method</u>
2.2	Financial Proposal to be submitted together with Technical Proposal: Bidding Process is Single Stage two Envelop – 46(2) Name of the assignment is: Hiring of Services of an NGO for Social Mobilization to Achieve ODF Villages
2.3	A pre-bid meeting will be held: Thursday 20-12-2018 at 11:00 – 12:30 hours The Client’s representative is: <u>Program Coordinator (AAP) Address: Local Government Department, Ground Floor, Sindh Secretariat, Building No. 5, Karachi.</u> Telephone: <u>+92-21-99211171</u> Facsimile: <u>+92-21-99211172</u> E-mail: lgdeptsindh@gmail.com
2.5	The Client will provide the following inputs and facilities: <i>Inapplicable</i>
5.0	NGO undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
9.1	Proposals must remain valid <u>90</u> days after the submission date.
9.2	Bid security equal to 2% of Bid amount will be attached with financial proposal in the form of Pay order, Demand Draft or Bank Guarantee in favor of Program Coordinator (AAP), Local Government Department -Government of Sindh. A copy of the same not showing the amount should be attached with technical proposal. The bid security shall remain valid for a period of 28 days beyond validity period of the bid.
11.2	Estimated input of Key Experts’ time-input: The person months shall be calculated by the NGO
13.1 (iv)	The professional staff should have at least 10 years of experience.

13.2 (vi) and (vii)	Not Applicable
14.1	<p>(1) a per diem allowance in respect of Personnel of the NGO for every day in which the personnel shall be absent from their home office;</p> <p>(2) cost of necessary international and local air travel, including international travel of the international experts by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) land transportation including vehicle rental;</p> <p>(4) miscellaneous administrative and support costs including office operations and support personnel;</p> <p>(5) cost of such further items required for purposes of the Services not covered in the foregoing.</p>
15.1	Amounts payable by the PA to the NGO under the contract to be subject to local taxation, stamp duty and service charges, if applicable: YES
16.2	NGO must submit the original and <u>one</u> copy of the Technical Proposal and the original and <u>one</u> copy of the Financial Proposal in a sealed envelope.
16.4	<p>NGO must submit the original and one copy of the Technical Proposal, and the original and a copy of Financial Proposal to the Client to the following address:</p> <p><u>Local Government Department, Ground Floor, Sindh Secretariat, Building No. 5, Karachi.</u></p> <p>Proposals must be submitted no later than the following date and time:</p> <p>08/09/2021 between 10:00AM – 2:00 Pm. Technical proposals would be opened on the same day at 11:30 am</p>

18.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p>MANDATORY CRITERIA:</p> <ol style="list-style-type: none"> 1. Copy of Income Tax Registration Certificate 2. Copy of Registration from Sindh Revenue Board 3. Affidavit that firm is not debarred or blacklisted by any Government institution. 4. Bank certificate showing financial soundness of the firm having a turnover of Rs. 25 Million per year 5. Evidence of Registration with concerned Government Department <p>MARKING CRITERIA/POINT SYSTEM</p> <p>(i) Specific experience of the NGO relevant to the assignment: [30] Details of 04 similar nature projects executed in last ten years with a minimum duration of 1 year each. This must be supported with satisfactory completion certificates/reports. (7.5 Marks for each project undertaken– Total 30 marks).</p> <p>(ii) Presence in the district in last 5 years through projects with minimum duration of 1 year, centred on Community Based Intervention (05 Marks for each project) [15]</p> <p>(iii) Audited Account of last three (05) years [10]</p>
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	<p>Last 5 years or more = 10 marks, last 4 years = 08 marks, last three years = 06 marks, less than 03 years = 0 marks)</p> <p>iv) Key professional staff qualifications and competence for the assignment: [45]</p> <p>1) District Coordinator: Max Marks = 15 Qualification: Master’s Degree (05 marks) Graduation (03 Marks) Experience: In WASH and/or public health, experience in management of community and WASH social mobilization projects., (For 10 years and above = 10 marks, 8 years and above = 08 mark, 6 years and above = 06 marks, less than 06 years = 0 mark)</p> <p>2) WASH/Social Mobilization Specialist: Max Marks = 10 Qualification: MA Sociology or MPH. Experience: In community mobilization projects., (For 05 years and above = 10 marks. 4 years and above = 8 marks, 3 years and above = 6 years, less than 3 years = 0 mark)</p> <p>3) Environment Officer: Max Marks = 10 Qualification: Master’s Degree (05 marks) Graduation (03 Marks) Experience: In relevant field., (For 05 years and above = 05 marks. 4 years and above = 4 mark, 3 years and above = 3 years, less than 3 years = 0)</p> <p>4) Behaviour Change Communication Officer: Qualification: Master’s Degree in Mass Communication/Media Sciences (05 marks) Graduation (03 Marks) Experience: In relevant field (For 05 years and above = 5 marks, 4 years and above = 4 mark, 3 years and above = 3 marks, less than 3 years = 0 Mark)</p> <p>NOTE: Firms are requested to submit required documents in same order, duly annexed & flagged. The minimum technical score required to pass is 75%.</p>
20.1	Expected date and address for contract negotiations: It will be communicated at later stage.
24.2	Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.
24.3	Expected date for commencement of consulting services September 2021 at <u>Sindh Province</u> .

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

TECH-1	Technical Proposal Submission Form.....	21
TECH-2	Consultant’s Organization and Experience.....	22
	A Consultant’s Organization.....	22
	B Consultant’s Experience.....	23
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.....	24
	A On the Terms of Reference.....	24
	B On the Counterpart Staff and Facilities.....	25
TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment.....	26
TECH-5	Team Composition and Task Assignments.....	27
TECH-6	Curriculum Vitae (CV) for Proposed Professional Experts.....	28
TECH-7	Personnel Schedule.....	30
TECH-8	Work Schedule.....	31

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date] To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.¹

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

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

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

¹ *[In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]* ² *[Delete in case no association or Joint Venture is proposed.]*

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]

B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N ^o of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees ² of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

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

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

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding others, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B – On Counterpart Staff and Facilities

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

Form TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Personnel,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Personnel. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support personnel.

A.

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

Family Name, First Name	Firm Acronym	Area of Expertise	Position Assigned	Task Assigned	Education / Degree (Year / Institution)	No. of years of relevant project experience

FORM TECH-6 CURRICULUM VITAE (CV) FOR EXPERTS

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____ 2.

Name of Firm [*Insert name of firm proposing the expert*]:

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

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

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

6. **Membership in Professional Associations:**

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

8. **Countries of Work Experience:** [*List countries where expert has worked in the last ten years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by expert since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

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

Employer: _____ Positions

held:

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

13. Certification:

I, the undersigned, certify to the best of my knowledge and belief that this CV correctly describes my qualifications and my experience;

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

_____ Date:

[Signature of expert or authorized representative of the firm]

Day/Month/Year

Full name of authorized representative:

FORM TECH-7 PERSONNEL SCHEDULE

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

- 1 For Professional staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g. draftsman, clerk etc)
- 2 Months are counted from the start of the assignment. For each expert indicate separately the input for home and field work. 3
Field work means work carried out at a place other than the expert's home office; i.e. normal place of business.

Full time input
 Part time input

FORM TECH-8 WORK SCHEDULE

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

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

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 14 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN5, and FIN-6 are to be used whatever is the selection method indicated in para. 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the CQS, QBS or SSS method is adopted** as detailed in Section 2 of the RFP.

Form FIN-1.	Financial Proposal Submission Form	33
Form FIN-2.	Summary of Costs.....	35
Form FIN-3.	Breakdown of Costs by Activity	36
Form FIN-4.	Breakdown of Remuneration.....	37
Form FIN-5.	Breakdown of Remuneration.....	38
Form FIN-6.	Breakdown of Expenses (Not Required)	39
Form FIN-7.	Breakdown of Expenses	40
Appendix.	Financial Negotiations - Breakdown of Remuneration Rates	41

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FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date] To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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

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

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

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

We remain,

Yours sincerely,

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

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

FORM FIN-2. SUMMARY OF COSTS

-	Costs
Item	Indicate Local Currency
Total Cost of Financial Proposal	

Indicate the total costs including all relevant taxes to be paid by the NGO. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

The Consultants are required to ascertain the reimbursable cost, as required for the assignment.

FORM FIN-3.

BREAKDOWN OF COSTS

Not Applicable

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FORM FIN-³⁴⁵⁶.

BREAKDOWN OF REMUNERATION

Group of Activities (Phase):							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff- months)	[Indicate Foreign Currency # ⁷] ⁶ Not Applicable	[Indicate Foreign Currency # ⁸] ⁶	[Indicate Foreign	[Indicate Local Currency] ⁶

³ Indicate separately staff-month rate and currency for home and field and suppose that the same man months will be required and works shall be provided to any firm.

⁴ Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

⁵ Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form

FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staffmonth Rate x Input.

⁶ Sindh Public Procurement Regulatory Authority

⁷ Form FIN-4 shall be filled of the Forms FIN-3 provided.

⁸ Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

							Currency # ^{9]} 6	
Staff								
		[Home]						
		[Field]						
Total Costs								

⁹Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

FORM FIN-5.

BREAKDOWN OF REMUNERATION

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

Name ²	Position ³	Staff-month Rate ⁴
Staff		
		[Home] [Field]
-		
-		
-		
-		
-		
-		-
-		-
-		
-		
-		
-		
-		
-		

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

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FORM FIN-6. BREAKDOWN OF EXPENSES (NOT REQUIRED)

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN6
Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-7. BREAKDOWN OF EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

N°	Description¹⁰	Unit	Unit Cost^{11,12}
	HR Cost	LS	
	Communication	LS	
	Accommodation	LS	
	Boarding	LS	
	Security	LS	
	Equipment	LS	

**APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF
REMUNERATION RATES**

(Not to be used when cost is a factor in the evaluation of Proposals)

¹⁰ Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

¹¹ Indicate unit cost and currency for each Site.

¹² Only if the training is a major component of the assignment, defined as such in the TOR.

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) Social Costs

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

Leave cost as percentage of salary ¹ = $\frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$

$$[365 - w - ph - v - s]$$

¹

Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, non bill-able time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:

Country:

Assignment:

Date:

Consultant's Representations Regarding Costs and Charges

We hereby
confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name:

Title:

Section 4. Financial Proposal - Standard Forms

Consultant’s Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹³	Overhead ¹	Subtotal	Fee ¹⁴	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

¹³. Expressed as percentage of 1

¹⁴. Expressed as percentage of 4

Section 5. Terms of Reference

Terms of Reference

Background:

Accelerated Action Plan for Reduction in Stunting and Malnutrition is named as “Sindh Enhancing Response to Stunting and Malnutrition” by the World Bank. It’s a multi sector program where Health, Local Government, Agriculture, Livestock and Fisheries, Education, Social Welfare, Population Welfare are participating. Local Government is responsible for WASH Component design, implementation and evaluation. The basic aim of the project is to reduce open defecation practices and improve hygiene promotion through hand washing.

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.

Strategy for AAP- WASH Component

To make rural communities Open Defecation Free and improvement in hygiene practices through handwashing, the WASH component to be implemented by Local Government Department is designed on CLTS approach. In this approach, through a process of participatory facilitation, community members analyze their own sanitation status, including the extent of open defecation and the spread of fecal-oral contamination that adversely affects each one of them. Once people are convinced about the need of sanitation, communities construct latrines on their own at the household level, according to their own capacity, and more importantly use it regularly with strong sense of ownership. The approach also believes that the choice of sanitation technology has to come from people using the latrines in view of their affordability and ground situations. This all needs a behavior change campaign for not only the use of sanitary toilets but also for hand washing with soap at critical times. The strategy involves hiring of NGO in **district Jamshoro** in year 2021- 2022 through a competitive process and assign them the social mobilization work in the target villages.

Assumption

- a) The NGO has sufficient experience and capacity to manage Water, Sanitation and Hygiene interventions.
- b) Local Government is ready to further expand capacities to implement community based rural sanitation service and hygiene promotion through handwashing with soap at critical times.
- c) The NGO will follow Local Government program (PAD, Operations Manual, Specification and ESMF etc) for coverage and performance and will apply guidelines and standards as recommended.
- d) The service provider is responsible to achieve the targets spelled out at the performance indicator list.
- e) The NGO will closely coordinate with the Program Coordinator, AAP and other District and Provincial Committees and partners to plan, implement and monitor the interventions. The NGO will submit monitoring and progress reports as per schedule.

Contract

- f) 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.

The scope of services for NGO

I. Community based services NGO

will:

- a. Develop an operational manual and work plan for the implementation of the task in **Jamshoro District** as outlined below. The manual should explain the objective, the implementation of community led total sanitation plans and proposed participation and linkages. It will also spell out the reporting mechanisms, monitoring and supervision plan.
 1. Conducting situation analysis to identify and facilitate selection of villages for implementation.
 2. Development, printing and Use of standard IEC material for social mobilization under CLTS approach.
 3. Work with the existing Village Organizations (VOs) which are already formed to implement any government led Community Strengthening Program by strengthening and reviving them or facilitate formation of new VOs which will be either working as ODF Committees or having an ODF SubCommittee. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.
 4. Development of Village ODF Plans on the binding template and guidelines.
 5. Consolidation of Village ODF Plans to District ODF Plan and seeking its approval from the District Coordination Committee and sharing approved copy of the District ODF Plan with the Coordinator, AAP, Local Government Department.
 6. Implementing 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, 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.
 7. Assisting District Coordination Committee for ODF Certification.
 8. Encouraging local entrepreneurs to trade in locally acceptable sanitary items.
 9. Support implementation of Environmental and Social Management Framework.

II. School based services

- a. Hygiene promotion sessions with school teachers.
- b. WASH assessment at school.
- c. Preparation of Environmental and Social Management Plan - ESMP for the WASH facilities in school.

III. Coordination & Reporting:

The Implementing Partners (IPs/NGOs) are required to coordinate with following key stakeholders:

Contract

- a. The IPs will submit monthly Progress Report to the District Coordination Committee and Coordinator, AAP on the standard formats to be jointly devised and approved by the Coordinator, AAP in consultation with Nutrition Secretariat being a multi-sectoral program.
- b. It is obligatory by the IPs to be the member of District Coordination Committee of the district.

Selection Process:

Consultant will be selected in accordance with the procedures set out in Sindh Public Procurement Rules, 2010 (Amended till date) through Least Cost Selection Method.

Duration of Assignment: 30 months

Inception Report: Five copies of Inception Report should be submitted for approval within 40 days from the date of signing the contract. Once approved by the client, 20 copies of the approved inception Report be submitted.

District ODF Plan: District ODF Plan shall be submitted to District Coordination Committee (DCC) and the office of the Program Coordinator (3 sets at each place) within 120 days of signing of the contract. The same should get approved from the DCC

Population Coverage: Approximately **70% of rural population** of the district is to be covered by taking up **minimum of 600 villages** throughout the district.

General Conditions of Contract General Provisions

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010 amended till date.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Clause 1 that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, in accordance with Clause 6.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract

Contract

(o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the

Contract

Consultant's employment under the Contract, and may resort to other

remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with sub-clause 4.2.

B. Integrity Pact

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

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

On termination of the Contract under Sub-Para (b) of this SubClause, the Consultant shall proceed in accordance with Sub-Clause

1.9 A. Payment upon such termination shall be made under SubClause 1.9 A after having deducted the amounts due to the Client under 1.9 B Sub-Para (a) and (c).

1.

COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date, as may be stated in SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

Contract

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6.1 Termination by the PA

2.6 Termination

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- a If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- b If the Consultant becomes insolvent or bankrupt.
- c If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Contract

- e If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- f If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof

2.6.2 Termination by the Consultant

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

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

2.6.3 Payment upon Termination

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

- a payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- b except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

2. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of

Performance

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

3.2 Conflict of

The Consultant shall hold the PA's interests paramount, without any

Contract

- Interests** consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such SubConsultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any SubConsultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- a entering into a subcontract for the performance of any part of the Services
 - b appointing such members of the Personnel not listed by name in the Appendix-C and c any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
 - b Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- a All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- b The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1

The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2

The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

3. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out the Services of the Consultant's Key Personnel are described in Appendix-C. The Key Personnel and SubConsultants listed by title as well as by name in Appendix-C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- a Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal

action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses payable by the consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed in SCC.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

The consultant has to submit bid security and the performance security at the rate mention in SC.

6.2 Lump Sum

The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is to be provided in Appendices D and E.

Contract

6.5 Terms and Conditions of payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix-G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

Special Conditions of Contract

Number of Amendments of, and Supplements to, Clauses in the General Conditions of GC Clause Contract

- 1.1** Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 amended till date
- 1.3** The language is English.
- 1.4** The addresses are:
Procuring Agency: Local Government Department, Ground Floor, Sindh Secretariat, Building No. 5, Karachi.
Attention: Program Coordinator (AAP)
Telephone: +92-21-99211171 Facsimile: +92-21-99211172 E-mail: lgdeptsindh@gmail.com
- NGO:
Attention:
Facsimile: _____ Telephone:
E-mail:
- 1.5** The location is Karachi - Sindh.
- 1.6** The member in charge is
- 1.7** The Authorized Representatives are:
For the PA: Program Coordinator (AAP), Local Govt. Department
For the NGO:
- 1.8** The PA will deduct all applicable taxes at source without reimbursement.
- 2.1** The Effectiveness date is (insert date).
- 2.2** The date of commencement of services is (insert date).
- 2.3** The time period shall be 30 months.
- 3.4** The risks and the coverage shall be as follows:
- a. Third Party motor vehicle liability insurance in respect of motor vehicles operated by the NGO or its Personnel or any Sub-Consultants or their Personnel, Rs. 1,000,000.
 - b. Third Party liability insurance.
 - c. Professional liability insurance.
 - d. Employer's liability and workers' compensation insurance in respect of the Personnel of the NGO and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such
-

Contract

Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

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

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

5.1 *Not Applicable*

5.3 *Not Applicable*

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

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

6.5 **The payment schedule:**

- (a) **1st payment: Five (05) percent** of the contract amount on upon submission and acceptance of Inception Report.
- (b) **2nd payment: Five (05) percent** of the contract amount on selection of villages and submission of District ODF Plan duly approved by the District Coordination Committee
- (c) **Subsequent 12 payments: Seven (07) percent** of the contract amount on ODF Verification and Certification of every 50 villages.
- (d) **Final payment: Six (06) percent** of the contract amount on successful completion of the contract.

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

Annex-A / Appendix G

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 10.00 MILLION OR MORE

Contract No. _____ Dated _____

Contract Value: _____ Contract

Title: _____

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Contract

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. Services (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Economic Price Adjustment In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:

“Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

where R_i is the adjusted remuneration, R_{i_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_i is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{i_0} is the official rate of inflation for the month of the date of the Contract.”]

- 5. Project administration**
- A. Coordinator
- The PA designates Program Coordinator AAP as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.
- B. Time sheets
- During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- 6. Performance Standard**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 7. Confidentiality-** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.
- 8. Ownership of Material**
- Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and

Contract

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] *th* calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{10} \times I_1 / I_{10}$$

Contract

- software.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT

Signed by _____ Signed by

Title: _____ Title:

