

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- LOCAL GOVERNMENT DEPARTMENT
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT. / OTHER PROVINCIAL
- 3) TITLE OF CONTRACT HIRING THE SERVICES OF NGO FOR SOCIAL MOBILIZATION
- 4) TENDER NUMBER DG/M&E/LG/AD(MIS)625(1-AAP)/2017/2317
- 5) BRIEF DESCRIPTION OF CONTRACT TO MAKE THE VILLAGES ODF
- 6) FORUM THAT APPROVED THE SCHEME PLANNING & DEVELOPMENT DEPTT. FOR NON-DEV SIDE
- 7) TENDER ESTIMATED VALUE Rs. 140.00 MILLION
- 8) ENGINEER'S ESTIMATE
(For civil works only) _____
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) THIRTY (30) MONTHS
- 10) TENDER OPENED ON (DATE & TIME) TECHNICAL : 15.2.2018 FINANCIAL: 13.4.2018
- 11) NUMBER OF TENDER DOCUMENTS SOLD TWENTY ONE (21) Nos.(LIST ATTACHED)
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED TEN (10) Nos.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS TEN (10)
- 14) BID EVALUATION REPORT ENCLOSED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER RDF - H.NO.A-50, SMCHS, QASIMAABD, HYD.
- 16) CONTRACT AWARD PRICE Rs. 45,865,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID).
1ST LOWEST - RDF - Rs. 45,865,000/-
2nd LOWEST - SRPO - Rs. 65,751,000/-
3RD LOWEST - HANDS - Rs. 80,000,000/-
- 18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE YES Local
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:


Program Coordinator, AAP
Local Government HTP Department

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT _____

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website
(If yes, give date and SPPRA Identification No.)

Yes	SR. NO. 36531
No	

ii) News Papers
(If yes, give names of newspapers and dates)

Yes	The Nation dated: 21.1.2018 Jang Karachi dated: 24.1.2018 Kawish dated: 25.1.2018
No	

22) NATURE OF CONTRACT

Domestic Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
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— N.A. —

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF
CONTRACT?
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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A. J. W.
Program Coordinator, AAP
Local Government HTP Department

31) ANY COMPLAINTS RECEIVED
(If yes, result thereof)

Yes	
<input checked="" type="checkbox"/> No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS
(If yes, give details)

Yes	
<input checked="" type="checkbox"/> No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?
(If yes, give reasons)

Yes	
<input checked="" type="checkbox"/> No	No

34) DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give detailed reasons.)

Yes	
<input checked="" type="checkbox"/> No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	Yes Special Conditions of Contract Attached.
No	

Signature & Official Stamp of
Authorized Officer


Program Coordinator, AAP
Local Government HTP Department

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print


Save

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LIST OF FIRMS WHO PURCHASED RFP

NAME OF ASSIGNMENT: Hiring the Services of NGO for Social Mobilization to achieve the ODF villages for District
MIRPURKHAS

S.No.	NGOs / Firms who purchased RFP
1	Thardeep Rural Development Program (TRDP)
2	National Rural Support Program (NRSP)
3	Research & Development Foundation (RDF)
4	Rural Support Program Network (RSPN)
5	Hands and Nutrition Development Society (HANDS)
6	SUKAAR Foundation
7	Shifa Foundation
8	Women Empowerment Pakistan
9	Association for Water Applied Education and Renewable Energy Programme (AWARE)
10	Sindh Rural Partners Organization (SRPO)
11	Server 4 Sale
12	Indus Earth Trust
13	Council for Research & Development
14	Shah Abdul Latif Bhitai Welfare Society
15	Society for Uplifting Community Human Resources by Education and Technology
16	Management and Development Foundation
17	Mother & Child Welfare Foundation
18	Poverty Eradication Network @ Karachi
19	Sindh Community Foundation (SCF)
20	Fast Rural Development Programme
21	Pak Mission Society


Program Coordinator, AAP
Local Government HTP Department



Tel: 99211171
Fax: 99211172

NO.LG/Dir/PM&EC/LG/625(2) AAP/3476

GOVERNMENT OF SINDH
LOCAL GOVERNMENT DEPARTMENT

Karachi, dated the 11th June, 2018

To:

Mr. Ashfaqe Ahmed Soomro,
Executive Director, RDF,
H.N.A-50, Sindhi Muslim Co-op. Housing Society,
Qasimabad, Hyderabad
022-2102702.

(ACCEPTANCE LETTER)

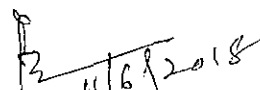
Subject: **Hiring the Services of NGO for Social Mobilization to Achieve the ODF Villages for District MIRPURKHAS**

Kindly refer to your technical and financial proposal submitted against the subjected Services and subsequent meeting held on 07.06.2018 to negotiate Technical Proposal.

2. Please be informed that your proposal for the subject assignment has been evaluated under Rule 72(1) of SPP Rules, 2010 (Amended 2017) and approved at the total cost of Rs.45,865,000/- (Rupees Forty Five Million, Eight Hundred Sixty Five Thousand Only).

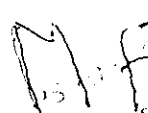
3. In this regard you will have to execute an Agreement on the Stamp Paper of Rs. 160,530/- @ 0.35% of total sanctioned value of the Contract to be provided by you.


4. You are therefore requested to send draft agreement within 03 working days so that the same may be vetted and returned to you for signatures on Stamp Paper and re-submission to this office for further action.


by (Fahcem Akhtar Junejo)
Program Coordinator, AAP/
Director (PM&EC)
Local Government Department

CC to:

1. P.S to Secretary Local Government Department, Govt. of Sindh Karachi.
2. P.S to Coordinator to Chief Minister, Sindh for Nutrition, P&D Department, Govt. of Sindh, Karachi.


12/06/2018


12/06/18

CALLAN NO.
Plan of Cash Paid into the

5/22/6/18

277

1

ORIGINAL / DUPLICATE / TRIPLICATE / QUARDRUPLICATE

Treasury/Sub-Treasury

National Bank of Pakistan/State Bank of Pakistan

To be filled in by remitter

To be filled in by the Department
Officer or the Treasury

By Whom Tendered (Name)

Reserve & Development Fund (CRDF)

Head of Accounts 0271

Name (or Designation) and
address of the person on
whose behalf money is paid

House # ASD Smeth
Muslim Housing Society Hec/

Full particulars of the remittance and the authority (if any)

Rs.	Amount	Ps.
	160,530	

Order to the Banker
Correct, Received and grants Receipt

Date: 22 JUN 2018

Signature

[Signature]

TOTAL

160,530

Signature full and designation of the
Officer order in the money to be paid in

Rupees in Words

One hundred and thirty

Assistant Accountant
to be used for remittances
bank through an officer of the Government

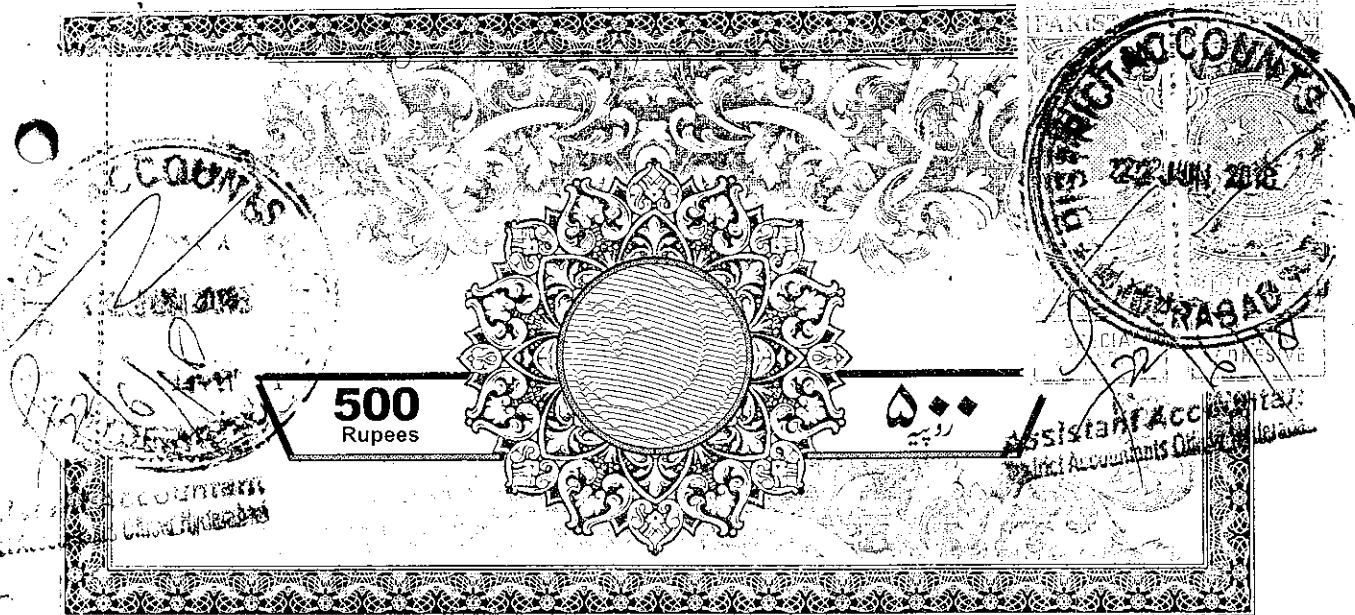
Received Payment

Treasurer

Accountant

For State Bank of Pakistan

Manager



R. D. F

CONSULTANCY CONTRACT

between

**Local Government Department, Government of Sindh Karachi
AND
Research and Development Foundation (RDF)
for the Assignment**

**HIRING THE SERVICES OF NGO FOR SOCIAL MOBILIZATION TO ACHIEVE THE
ODF VILLAGES FOR DISTRICT MIRPURKHAS**

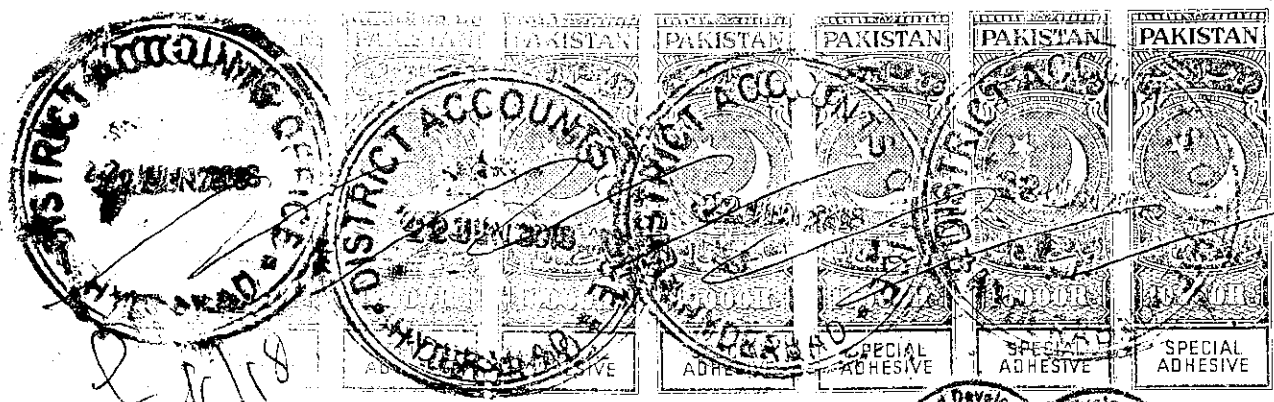
JUNE, 2018

THIS CONTRACT ("Contract") is made and entered into this 22nd day of June, 2018 between the Local Government Department, Government of Sindh Karachi ('the PA') having its office and principal place of business at Ground Floor, Sindh Secretariat Building No. 5 Karachi and M/s. Research and Development Foundation-RDF ("the Consultants") having its principal office located at A-50, Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad.

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

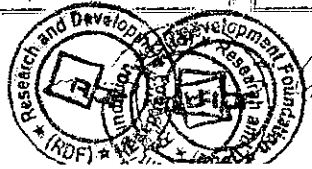
WHEREAS, the Consultant is willing to perform the services,

NOW THEREFORE, THE PARTIES hereby agree as follows:



Assistant Accountant
District Accounts Office Hyderabad

Program Coordinator, AAP
Local Government HTP Department



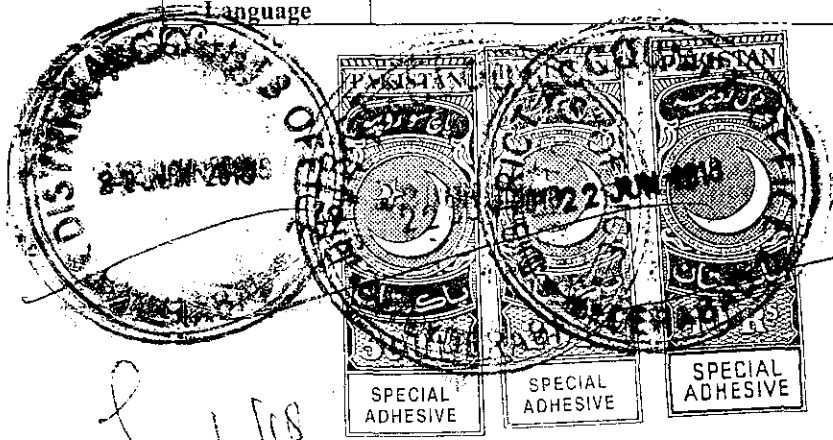
1. Services	<p>(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").</p> <p>(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," 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.</p>
2. Term	The Consultant shall perform the Services during the period commencing from 1 st July, 2018 and continuing through 31 st December, 2020 or any other period as may be subsequently agreed by the parties in writing.
3. Payment	<p>A. <u>Ceiling</u></p> <p>For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed Rs. 45,865,000/- (Rupees Forty Five Million Eight Hundred Sixty Five Thousand Only). This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as all and any tax obligations that may be imposed on the Consultant as per law.</p> <p>B. <u>Payment Conditions</u></p> <p>Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.</p>
4. Economic Price Adjustment	<p>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 10% 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:</p> <p>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:</p> $R_i = R_{10} \times I_i / I_{10}$ <p>where R_i is the adjusted remuneration, R_{10} 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_{10} is the official rate of inflation for the month of the date of the Contract."]</p>



26/18
ACCOUNTANT
 District Accounts Officer Hyderabad



<p>5. Project Administration</p>	<p>A. <u>Coordinator</u></p> <p>The PA designates Mr. Faheem Akhtar Junejo, Director (PM&EC) Local Government Department 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.</p> <p>B. <u>Timesheets</u></p> <p>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.</p> <p>C. <u>Records and Accounts</u></p> <p>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.</p>
<p>6. Performance Standard</p>	<p>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.</p>
<p>7. Confidentiality</p>	<p>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.</p>
<p>8. Ownership of Material</p>	<p>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 software.</p>
<p>9. Consultant Not to be Engaged in Certain Activities</p>	<p>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.</p>
<p>10. Insurance</p>	<p>The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.</p>
<p>11. Assignment</p>	<p>The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.</p>
<p>12. Law Governing Contract and Language</p>	<p>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.</p>



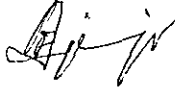


Handwritten signature and notes:
 22/06/2008
 Project Accounts Officer, Muzaffargarh

Handwritten signature and stamp:
 Program Coordinator, AAP
 Muzaffargarh MTP Department



Handwritten signature:
 Rizvi

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
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<p>FOR THE PA</p>  <p>Program Coordinator, AAP Local Government HTP Department</p>	<p>FOR THE CONSULTANT</p>  
Signed by: FAHEEM AKHTAR JUNEJO	Signed by: ASHFAQUE AHMED SOOMRO
Title: Program Coordinator, Accelerated Action Plan, Local Government Department	Title: Executive Director, Research and Development Foundation - RDF

Terms of Reference & Scope of Work

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 NGOs two districts Mirpurkhas and Sukkur in year 2018-19 through a competitive process and assign them the social mobilization work in the target villages.

Assumptions

- 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 the 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.
- f) The NGO will closely work with various stakeholders at the provincial, district and village coordination platforms. The NGO will closely coordinate the 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:

Develop and operational manual and work plan for the implementation of the task in Mirpurkhas 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. 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 Sub-Committee. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.
3. Development of Village ODF Plans on the binding template and guidelines.
4. 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 Coordinator, AAP, Local Government Department.
5. 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.
6. Assisting District Coordination Committee for ODF Certification.
7. Encouraging local entrepreneurs to trade in locally acceptable sanitary items.
8. Support implementation of Environmental and Social Management Framework.

II. School based services:

- a. Hygiene promotion sessions with school teachers.
- b. WASH assessment at school.

III. Coordination & Reporting:

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

- 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.

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 be got approved from the DCC.

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

Signature
 Program Coordinator, AAP
 Local Government HTP Department,



Signature

Annexure-B

**General Conditions of Contract
General Provisions**

1.1 Definitions

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010 amended 2013.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Clause 1 that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, in accordance with Clause 6.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice,



[Handwritten signature]

[Handwritten signature]
Sindh Government Procurement Department

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 to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

- A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

B. Integrity Pact

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

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

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

[Signature]
Program Coordinator, AAP
Local Government Department



[Signature]

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

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

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

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

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

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event

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

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

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

A If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

B If the Consultant becomes insolvent or bankrupt.

C If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

D If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

E If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

F If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof



[Handwritten Signature]
Programs Coordinator, AAP
Government NTP Department

[Handwritten Signature]

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 Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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



3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

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

3.5 Consultant's Actions Requiring PA's Prior Approval

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

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

3.6 Reporting Obligations

- a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
- b Final reports shall be delivered in CD ROM in addition to the hard copies specified in the said Appendix.

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

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

3.8 Accounting, Inspection and Auditing

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

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

Program Coordinator, A&D
Local Government HTP Department



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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 Sub-Consultants listed by title as well as by name in Appendix-C are hereby approved by the PA.
- 4.2 Removal and/or Replacement of Personnel**
- a Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
 - b If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
 - c The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

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

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.

[Handwritten Signature]
Program Coordinator, AAP
Local Government HTP Department

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Special Conditions of Contract

- Number of GC Clause** **Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
- 1.1 Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
- 1.3 The language is English.
- 1.4 The addresses are:
Procuring Agency: Local Government Department, Ground Floor, Sindh Secretariat, Building No. 5, Karachi.
Attention: Director (PM&EC) / Program Coordinator (AAP)
Telephone: +92-21-99211171 Facsimile: +92-21-99211172
E-mail: Faheem.junejo1@gmail.com / dgmelgd@gmail.com
- NGO: _____
Attention: _____
Facsimile: _____
Telephone: _____
E-mail: _____
- 1.5 The location is province of Sindh.
- 1.6 The member in charge is _____
- 1.7 The Authorized Representatives are:

For the PA: Faheem Akhtar Junejo, 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 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
- 3.5 (c) The other actions are (insert actions)
- 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.

Faheem Junejo
Program Coordinator, AAP
Local Government Department




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.

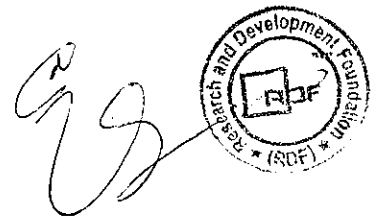
8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.


 Program Coordinator, AAP
 Local Government, HTP Department



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Program Coordinator, AAP
Local Government HTP Department



FORM FIN-I FINANCIAL PROPOSAL SUBMISSION FORM

[Karachi, 15-2-2018]

To:

Program Coordinator (AAP), Director (PM & EC)
Local Government Department, Ground Floor, Sindh Secretariat
Building No. 05, Karachi

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 Rupees Forty Five Million Eight Hundred Sixty Five Thousand (45,865,000/-)

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 Gratuity	Purpose of Commission or
Research and Development Foundation	45,865,000 Mobilization	Implementation of Social to achieve ODF

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: Ashfaque Ahmed Soomro, Executive Director

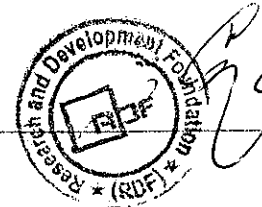
Name of Firm: Research and Development Foundation (RDF)

Address: A. 50 Sindhi Muslim Cooperative Housing Society, Qasimabad, Hyderabad.

Tel. 92-22-2102702-3 Fax. 92-22-2102704 www.rdfoundation.org.pk

Sindh Public Procurement Regulatory Authority


Program Coordinator, AAP
Local Government HTP Department



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Program Coordinator, AAP
Local Government HTP Department

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RFP Mirpukhas

Form FIN-2- Summary of the Costs

Item	Costs	
	Indicate Local Currency (PKR)	
Total Cost of Financial Proposal	<i>Mirpukhas</i> 45,865,000	<i>APD</i>

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.

APD

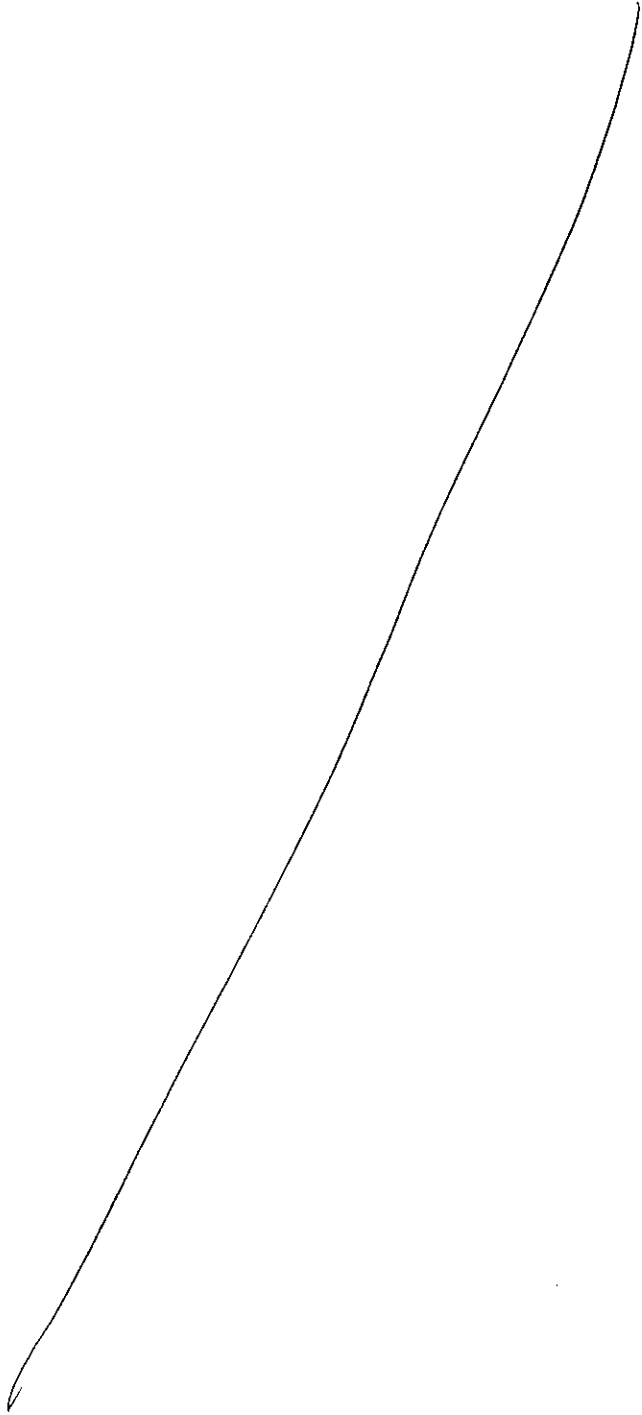
Sindh Public Procurement Regulatory Authority



APD
Program Coordinator, AAP
Local Government HTP Department

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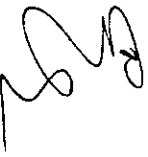
Local Government HTP Department
Program Coordinator, APP



RFP Mirpurkhas

FORM FIN-3. BREAKINGDOWN OF COSTS

Not Applicable



Sindh Public Procurement Regulatory Authority



Program Coordinator, AAP
Sindh Government HTP Department



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Program Coordinator, AAP
Local Government HTP Department

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FORM FIN-4. BREAKINGDOWN OF REMUNERATION

Group of Activities

Name	Position	Staff Month Rate	Input-Staff Months	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Foreign Currency	Indicate Local Currency
				#1	#2	#3	
Ashfaqe Ahmed	Project Management	210,000	10				2,100,000
Siyal Niaz Hussain	Environment and Social Management Specialist	160,000	15				2,400,000
Danwar, Arshad Ali	Finance manager, Accounts Management	160,000	10				1,600,000
Zardari, Mohammad Ismail	WASH / Social Mobilisation Specialist	75,000	15				1,125,000
Dahani, Irfan Ali	Field Coordination and CLTS Implementation	60,000	30			N-A	1,800,000
Subhepoto, Sanam	Communication & Behavior Change Specialist	50,000	30				1,500,000
Panhawar, Mohammad Achar	District Coordinator	60,000	30				1,800,000
Jhatial, Shazia	Social Mobilization Officer	40,000	30				1,200,000
Pardeep Kumar	Social Mobilization	40,000	30				1,200,000
Social Mobilizers (20)	Social Mobilizers	30,000	600				18,000,000
Total Costs							32,725,000



Scientific Procurement Regulatory Authority

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Program Coordinator, AAP
Government HTP Department

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Program Coordinator, AAP
Department of Health and Human Services

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Program Coordinator, AAP
Local Government HTP Department

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Description	Unit	Unit Rate	Months/Units	Total Cost
Office Rent & Utilities	Month	45000	30	1,350,000
Travel (4 Vehicles) Local Vehicle Rent	Vehicle	50000	120	6,000,000
Vehicle Fuel for Local Travel	Vehicle	30000	120	3,600,000
Stationary and supplies	Month	35000	30	1,050,000
Watch and Ward and Security (2 persons)	Persons	16000	60	960,000
Computers	Computer	60000	2	120,000
Digital Camera	Camera	30000	2	60,000
Total				13,140,000

(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)

FORMFIN-7. BREAKDOWN OF EXPENSES

4

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SCOPE OF SERVICES FOR NGO / SCHEDULE OF REQUIREMENTS

I. Community based services

NGO will:

- a. Develop and operational manual and work plan for the implementation of the task in Mirpurkhas 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. 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 Sub-Committee. The formation of VOs would be through a coordinated effort with all key stakeholders and those would be registered with appropriate authorities.
 3. Development of Village ODF Plans on the binding template and guidelines.
 4. 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 Coordinator, AAP, Local Government Department.
 5. 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.
 6. Assisting District Coordination Committee for ODF Certification.
 7. Encouraging local entrepreneurs to trade in locally acceptable sanitary items.
 8. Support implementation of Environmental and Social Management Framework.

II. School based services:

- a. Hygiene promotion sessions with school teachers.
- b. WASH assessment at school.

III. Coordination & Reporting:

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

- 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.

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 be got approved from the DCC.

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

MINUTES OF CONTRACT NEGOTIATIONS UNDER RULE-79
SPP RULES, 2010 (AMENDED 2017)
WITH
Research and Development Foundation
June 7, 2018
Least Cost Selection Method

OBJECT: Hiring the Services of NGO for Social Mobilization to Achieve the ODF Villages for District Mirpurkhas.

PRESENT: For the Procuring Agency (Local Government Department)

Mr. Faheem Akhtar Junejo
Director (PM&EC) /
Program Coordinator, AAP
Local Government Department

Mr. Athar Hussain Mirani
Additional Secretary (LF)
Finance Department.

Mr. Ghulam Muhammad Shaikh
Deputy Chief, (PP&H)
P&D Department

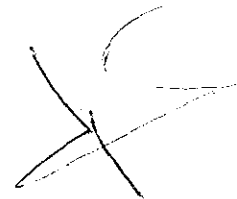
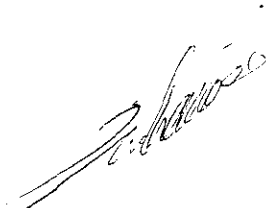
Mr. Ali Gul Sanjrani
Deputy Secretary (G)
Local Government Department

Mr. Latif Khan,
Assistant Director-II
Local Government Department

Mr. Athar Hussain Mover
Environment Specialist
Task Force Secretariat
P&D Department

Mr. Khurram Shaheryar,
Procurement Specialist,
Task Force Secretariat for Nutrition

Mr. Lutufullah,
Social Safe guard Specialist,
Task Force Secretariat for Nutrition



Mirpurkhas (Research and Development Foundation)

Mr. Muhammad Ismail,
Program Manager, RDF

Mr. Mohsin Ali Qureshi,
Sr. Engineer (Civil), RDF

Meeting remarks:

In behalf of the Local Government Department, Faheem Akhtar Junejo welcomed the participants. Meeting commenced with formal introduction of participants.

1. Submission of written authorization

In behalf of Research and Development Foundation, Mr Muhammad Ismail expressed his thanks for being invited to contract negotiations. The Representative submitted an authorization letter to negotiate and sign a contract with Program Coordinator, AAP, Local Government Department on behalf of RDF.

2. Scope of work and terms of reference

The terms of reference (TOR) were reviewed and it was mutually agreed that no amendments were needed to be incorporated in the Terms of Reference. The ToRs and Scope of work as given in the RFP will be followed by the NGO (Research and Development Foundation) for implementing the program.

3. Work program and personnel schedule

The work program was discussed in detail and it was agreed that the NGO (Research and Development Foundation) will prepare a revised Work Plan for smooth and timely completion of the assigned tasks and submit the same to the office of the Program Coordinator, AAP, Local Government Department within fifteen days of signing of the contract for its approval.

4. Personnel

The Consultant confirmed the availability of all experts in the team for their respective assignments in accordance with the staffing schedule. A change in any of the Core team Personnel, if inevitable, shall be subject to prior approval of the Program Coordinator, AAP, Local Government Department.

5. Environment and Social Safeguard

It was agreed between the parties that the NGO (Research and Development Foundation) while implementing the program to achieve target of ODF villages shall comply with the World Bank's policies for Environment and Social Safeguard. Compliance of Environment and Social Management Framework will be the responsibility of the NGO including Social and Environmental Baseline Survey in selected schools as per agreed methodology.

Hiring of services of NGO for achieving ODF villages in Mirpurkhas

Financial terms, Taxes and duties and Schedule of Payments

It was agreed between the parties that:

- i. The ceiling of contract agreement shall be in accordance to the quoted and approved financial bid.
- ii. Taxes and Duties shall be deducted from gross amount of bills at the time of payment as per prevailing relevant laws and rules.
- iii. The Payment Schedule will be in accordance to clause 6.5 of the "Special Conditions of Contract"


Applicant's Contract


The NGO (Research and Development Foundation) will submit the draft contract as per the specimen provided in RFP to the office of the Coordinator, AAP, Local Government Department within one week for its approval and signing.

The meeting ended with the vote of thanks to and from the chair. At the end of meeting the minutes were prepared, signed and approved accordingly.


FOR THE CONSULTANT

Signed by

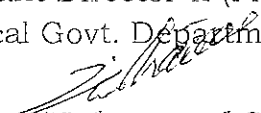

Mr. Muhammad Ismail,
Program Manager, RDF


Mr. Mohsin Ali Qureshi,
Sr. Engineer (Civil), RDF


FOR THE CONSULTANT


(Latif Khan)

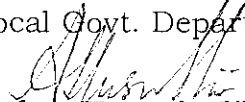
Assistant Director-II (PM&EC)
Local Govt. Department


(Ghulam Muhammad Shaikh)

Assistant Chief (PP&H)
P & D Department


(Ali Gul Sanjrani)

Deputy Secretary (Gen:)
Local Govt. Department


(Athar Hussain Mirani)

Addl. Finance Secretary (LF)
Finance Department

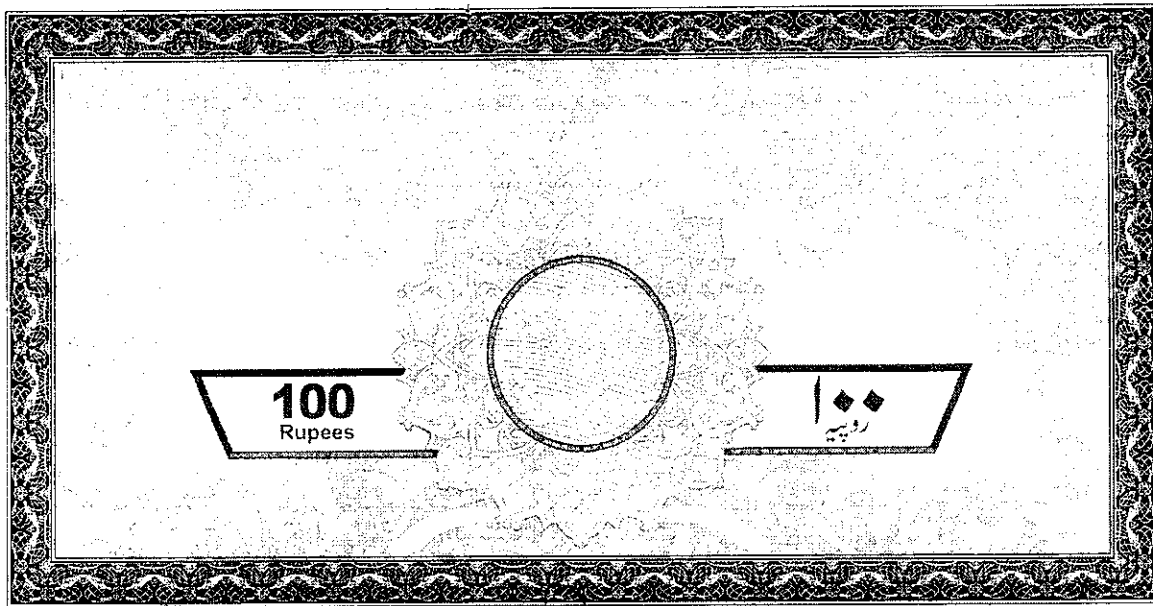

(Faheem Junejo)

Program Coordinator (AAP)
Local Govt. Department

**Meeting for Negotiations on Technical Proposal held on 07.06.2018 Hiring the services of NGO to achieve ODF
Village in District Mirpurkhas**

List of Participants

S.No	Name	Designation	Department/ Organization	Contact No	e-mail address	Signature
1	Altaf H. Memon	Executive Officer Specialist	Task Force S&S	0301-255 2650	altamemon@gmail.com	
2	S. Khuram Shekhar	Procurement Specialist	Task Force S&S	0313-260709		
3	Lubna Siddiqi	Senior S&S Gen. S&S	TFS	0311-3219 255	lubnasiddiqi@gmail.com	
4	M. J. Samad	P.M.	RDF	03358164050	1201001@gmail.com	
5	Mohsin Ali Qureshi	Sr. Engr	RDF	0333-7017745	mohsin@red foundation.pk	
6	Ehtesham Javed Memon	Project Officer AAP AC (R&TS)	LGD P.D. Dept.	0300-5118111 0333-2280550	palwanjaved@gmail.com gm.ksej@red.com	
8	Laziz Khan	T.D.E	LGD	0304-208390		
9	Ahmad Iqbal	DS.G	LGD	0310-272085		
10	Ahmad H. Mirani	A.F.S (LF)	Finance	0333 2225255	mirani.ahmad@gmail.com	



Annex-A/Appendix 85

R D F
(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION, AND BROKERAGE ETC
PAYABLE BY THE SUPPLIER OF GOODS, SERVICES AND WORKS IN
CONTRACT WORTH RS. 10.00 MILLION OR MORE**

Contract No: _____ Dated 22/6/2018

Contract Value: 45865000/-

Contract Title: Services of NGOs for Social Mobilization for RDF

Research and Development Foundation (RDF) hereby declares that it has not obtained or induced that procurement of any contract, right, interest, privilege or other obligation of benefits from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, Research and Development Foundation (RDF) represents and warrants that of 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 of Pakistan either directly or indirectly through any natural or judicial 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 benefits in whatsoever from GoS, except that which has been expressly declared pursuant hereto.

Research and Development Foundation (RDF) certifies that it has made and will make full disclosure of all agreement and arrangements with all person 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.

Research and Development Foundation (RDF) 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 option of GoS.

Notwithstanding any rights and remedies exercised by GoS in this regard, Research and Development Foundation (RDF) agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee kickback given by Research and Development Foundation (RDF) 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: Local Govt Deptt. Name of Seller / Supplier: Research & Development Foundation

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

[Seal]

[Seal]

(FAHEEM AKHTAR)
JUNEJO

(ASHFAQUE AHMED)
SCOMRO

