SPPRA REQUEST FOR PROPOSALS DOCUMENT

Hiring of NGOs for Service Delivery in Districts Sukkur and Mirpurkhas - Uncovered Area

ACCELERATED ACTION PLAN (AAP) FOR REDUCTION OF STUNTING & MALNUTRITION, HEALTH DEPARTMENT

Sindh Public Procurement Regulatory Authority
14th February 2018

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Section 1. Letter of Invitation

LETTER OF INVITATION

Reference / Invitation No: NO.HD/AAP/CS-NGOs/2018
Dated: February 14, 2018

1. The Accelerated Action Plan (AAP) for Reduction of Stunting & Malnutrition, Health Department, Government of Sindh (hereinafter called "Procuring Agency") now invites proposals to provide following services: Hiring of NGOs for Service Delivery in Districts Sukkur and Mirpurkhas - Uncovered Area. More details on the services are provided in the Terms of Reference.

2. It is not permissible to transfer this invitation to any other NGO.

3. An NGO will be selected under Quality and Cost Based Selection (QCBS) method with Lump Sum contract and procedures described in this RFP, in accordance with the method of selection in QCBS as per SPP Rules, 2010 (amended 2017) and procedures stated in the RFP.

4. The services are required for a period of 1 year and expected to be extended for further period based on the satisfactory performance of the consultants.

5. The RFP Document includes the followings:

Section 1 - Letter of Invitation
Section 2 - Instructions to NGOs (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 dully filled with required certificates are to be delivered on the following address:

Office of the Additional Secretary (PM&I),
3rd Floor, Tughlaq House, Sindh Secretariat Building No.2,
Kamal Atta Turk Road, Karachi.

Deadline of submission: On or before 06-03-2018 up to 03:30 PM
Date and Time of Opening of Technical Proposal: 06-03-2018, at 04:00 PM (In case of any holiday the RFP will be collected and opened on the next working day).

Yours sincerely,

Section Officer (PM&I)
Health Department

Section 2. Instructions to NGOs

Instructions to NGOs

1. Definitions

(a) "Procuring Agency (PA)" means the department with which the selected NGO 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 NGOs 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 NGOs" (Section 2 of the RFP) means the document which provides shortlisted NGOs 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 NGO.

(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 NGOs.

(k) "Sub-Consultant" means any person or entity to whom the NGO 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 NGO, and expected results and deliverables of the assignment.

2. Introduction 2.1 The Procuring Agency named in the Data Sheet will select an NGO

from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible NGOs (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 NGO.

2.3 NGOs should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. NGOs are encouraged to attend a pre-proposal conference as specified in the Data Sheet. Attending the pre-proposal conference is, however optional. NGOs may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 NGOs 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 NGOs.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 NGOs 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. NGOs 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 NGO or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, NGOs, 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. An NGO 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, an NGO 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 NGO's consulting services for such preparation or implementation.

ii An NGO (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 NGO to be executed for the same or for another Procuring Agency.

iii An NGO (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 NGOs 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 NGO 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 NGOs	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 NGOs - 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 NGOs emerging from request of expression of interest are eligible.
7. Eligibility of Sub-Consultants		A shortlisted NGO would not be allowed to associate with NGOs who have failed to qualify the short listing process.
8. Only one Proposal		Shortlisted NGOs may only submit one proposal. If an NGO submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.
9. Proposal Validity	9.1	The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International Competitive Bidding (ICB). During this period, NGOs 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 NGOs to extend the validity period of their proposals. NGOs 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, NGOs may submit new staff in replacement, who would be considered in the final evaluation for contract award. NGOs who do not agree have the right to refuse to extend the validity of their Proposals.
	9.2	NGOs 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. Clarification	10.1	NGOs may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such

and Amendment in RFP Documents

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

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all NGOs and will be binding on them. NGOs shall acknowledge receipt of all amendments. To give NGOs 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, NGOs 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 NGO.

12. Language

The Proposal as well as all related correspondence exchanged by the NGOs and the Procuring Agency shall be written in English. However, it is desirable that the NGO'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, NGOs must give particular attention to the following:

i If an NGO 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 NGOs or entities in a joint venture or sub-consultancy, as appropriate. The international NGOs are encouraged to seek the participation of local NGOs by entering into a joint venture with, or subcontracting part of the assignment to, national NGOs.

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 NGO. 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 NGO 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 NGO 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 NGO'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 NGO 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 NGOs' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, NGO 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 NGO 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 NGOs (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, NGOs 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 NGOs should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by NGOs to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the NGOs' 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 NGO 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 NGOs that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. NGOs' attendance at the opening of Financial Proposals is optional.

Financial proposals of those NGOs who failed to secure minimum qualifying marks shall be returned un opened.

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the NGOs' representatives who choose to attend. The name of the NGOs and the technical scores of the NGOs shall be read aloud. The Financial Proposal of the NGOs 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 NGOs.

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 x T% + Sf x P%. The NGO 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 NGO that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited NGO 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 NGO. Representatives conducting negotiations on behalf of the NGO must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the NGO to improve the Terms of Reference. The PA and the NGOs 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 NGO, will

become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the NGO, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the NGO under the Contract. The financial negotiations will include a clarification (if any) of the NGO'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. NGOs 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 of Professional staff/experts

23.1 Having selected the NGO on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the NGO may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the NGO within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected NGO 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 NGO required to submit a performance security at the rate indicated in date sheet.

24.3 The NGO 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 NGOs 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 NGO 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: AAP, Health Department, Government of Sindh Method of selection: Quality and Cost Based Selection Method
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Hiring of NGOs for Service Delivery in Districts Sukkur and Mirpurkhas - Uncovered Area
2.3	A pre-proposal conference will be held: Yes Date, time, and venue: February 22, 2018, 2:00 pm at the office of Additional Secretary (PM&I), Health Department at 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi. The Client's representative is: Additional Secretary (PM&I), Health Department, Government of Sindh Address: 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi. Telephone: +92-21-35297045 E-mail: aapsindh.health@gmail.com
2.5	The Client will provide the following inputs and facilities: ***Inapplicable***
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 90 days after the submission date.
9.2	Bid security equal to 1% of Bid amount will be attached with financial proposal in the form of Pay order, Demand Draft or Bank Guarantee in favor of Secretary Health, Health Department, Government of Sindh. 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 5 years of experience.
13.2 (vi) and	Not Applicable

(vii)	
14.1	(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; (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; (3) land transportation including vehicle rental; (4) miscellaneous administrative and support costs including office operations and support personnel; (5) cost of such further items required for purposes of the Services not covered in the foregoing.
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 one copy of the Technical Proposal and the original Financial Proposal in a sealed envelope.
16.4	NGO must submit the original and one copies of the Technical Proposal, and the original Financial Proposal to the Client to the following address: Additional Secretary (PM&I), Health Department at 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi Proposals must be submitted no later than the following date and time: *6th March, 2018 upto 3:30 pm. Technical proposals would be opened on the same day at 4:00 pm*
18.1	**Criteria** / **Brief** Specific experience of the NGO relevant to the assignment **[30]** — a) Details of at least 05 similar nature of projects executed in last five years within Sindh Province. (04 Marks for each project) [20 *Marks*] b) Presence in the Sindh Province for last two years (05 Marks for each year) [10 *Marks*] Adequacy of the proposed methodology and work plan in responding to the Terms of Reference **[30]** — a) Technical Approach and Methodology and implementation strategy in the un-covered area. The number of points Break up considered in Technical Approach

		& Methodology [20 Marks] b) Work plan [05 marks] c) Organization and staffing [05]
	Key professional staff qualifications and competence for the assignment [40]	1) District Project Manager: MA, MA Social Sciences, MBA or other relevant master's degree with 5 years' experience in Nutrition and/or public health, experience in management of community and outreach projects [15 Marks] 2) District Nutrition Officer: MBBS preferably MPH or any other equivalent master's degree. Track record of experience for at least 5 years in relevant capacity [15 Marks] 3) Social Mobilization Officer: MA Social Sciences, MBA or other relevant master's degree with 5 years' experience of social mobilizer or in community and outreach projects and managing trainings and seminars [10 Marks] The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications [*30%*] 2) Experience and Adequacy for the assignment [*50%*] 3) Experience in region and language [*20%*] *(Total weight: 100%)*
	The minimum technical score required to pass is 70%.	
19.4	The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Proposals is	

	calculated as following: Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. Quality-Cost Ratio: *70:30*
20.1	Expected date and address for contract negotiations: 26th March, 2018 at Health Department at 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi
24.2	Performance security equal to 3% 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 6th April, 2018 at Sindh Province.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

[*Comments in brackets [ ] provide guidance to the shortlisted NGOs 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	NGO's Organization and Experience	22
	A NGO's Organization	22
	B NGO'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.

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 NGO: _____
Address: _____

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

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

FORM TECH-2 NGO'S ORGANIZATION AND EXPERIENCE

A - NGO's Organization

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

B - NGO's Experience

[*Using the format below, provide information on each assignment for which your NGO, 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$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of person-months of the assignment:
Address:	Approx. value of the services provided by your NGO under the contract (in current PKR or US$):
Start date (month/year): Completion date (month/year):	Nº of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees[3] of your NGO involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided in the assignment:	

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

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

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	NGO 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 NGO** [*Insert name of NGO 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: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*List all tasks to be performed under this assignment*]	[*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.*] Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

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

	Name of Expert /Position	3. Professional Expert input (in the form of a bar chart)[1]													4. 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, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in para. 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the CQS, QBS or SSS** method is adopted as detailed in 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-4.	Breakdown of Remuneration	38
Form FIN-5.	Breakdown of Reimbursable Expenses	39
Form FIN-5.	Breakdown of Reimbursable Expenses	40
Appendix.	Financial Negotiations - Breakdown of Remuneration Rates	41

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 figures*[1]].

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 NGO: _____
Address: _____

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

FORM FIN-2. SUMMARY OF COSTS

Item	Costs
	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 NGOs are required to ascertain the reimbursable cost, as required for the assignment

FORM FIN-3. BREAKDOWN OF COSTS

Not Applicable

FORM FIN-4. BREAKDOWN OF REMUNERATION

Group of Activities (Phase): _____

Name[2]	Position[3]	Staff-month Rate[4]	Input[5] (Staff-months)	[*Indicate Foreign Currency # 1*][6] Not Applicable	[*Indicate Foreign Currency # 2*][6]	[*Indicate Foreign Currency # 3*][6]	[*Indicate Local Currency*][6]
Staff							
		[*Home*] [*Field*]					
			Total Costs				

1 Form FIN-4 shall be filled of the Forms FIN-3 provided.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 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.
5 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.
6 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 = Staff-month Rate x Input.

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 NGO 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.

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 FIN-
6 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 NGO for possible additional services requested by the PA)

N°	Description[1]	Unit	Unit Cost[2]
	HR Cost	LS	
	Communication	LS	
	Accommodation	LS	
	Boarding	LS	
	Security	LS	
	Equipment	LS	

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2 Indicate unit cost and currency for each Site.
3 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

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:

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

[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, nonbillable 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 NGOs 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 NGO regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm: Country:
Assignment: Date:

NGO'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 NGOs 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: _____

NGO'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[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. 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. The interventions (Annex-A and B) are designed to be implemented both at the community and health facility level. While the department of health through AAP, the district health office, primary health care units being managed by PPHI and community based health workers (LHWs) will be implementing the nutrition activities, it would like to enter into agreement with competent NGOs in districts Sukkur and Mirpurkhas, to cover the non LHW covered areas to implement the nutrition activities and basic and comprehensive package of health in line with the 1,000 days strategy protocols as for LHWs[4] and replicating the LHW interventions in uncovered areas through Community Health Worker (CHWs).

Assumption

a) The NGO has sufficient experience and capacity to manage health and nutrition intervention
b) AAP is ready to further expand capacities to implement community nutrition services at best quality and full coverage.
c) The NGO will use the DoH, AAP and LHW program/Community Mid-Wife (CMW) specification for coverage and performance and will apply guidelines and standards as recommended by the DoH and the AAP.
d) There are five different components that require 5 different sets of services (service package, available and expected services are presented at Annex 2):
   1) **LHW covered area:** partner will design and implement services in close cooperation with LHW
   2) **Non-LHW covered areas:** NGO will carry responsibility for the full set of community services, mobilization and referral (take responsibilities for interventions covered by the LHW).
   3) **PPHI operating facility based nutrition services** (OTPs in Government dispensaries and BHUs): the NGO and PPHI will closely coordinate, ensure a clear description of their responsibilities, consistent information flow and regular communication to ensure a consistent and coherent service delivery. Clear line of communication and regular information sharing meetings are to be ensured. Public Service provider will perform nutrition promotion and rehabilitation services to beneficiaries of the respective same target area, the NGO will focus on community services, referrals monitoring and data collection at BHU level, RHC, THQ and DHQ.
   4) **Where public based facility services are not available:** NGO will provide facility based services as well.

   5) Provision of OTP services in areas deprived of these services: In the areas where there is no OTP service available within 5 km. of DHQ, THQ AND RHC, the NGO service provider is expected to fill the gap through provision of OTP service facility.

e) The NGO is responsible to achieve the targets spelled out at the performance indicator list.
f) The NGO will closely coordinate with the District Nutrition Officer and other District and Provincial Committees and partners to plan, implement and monitor the interventions. The NGO will submit

[4] Roles and responsibilities of LHWs at the community level include primary health care & family planning which includes registration and counselling of family on hygiene and sanitation, MNCH package (ANC, Delivery, PNC, Vaccination, Nutrition, Family Planning and referral).

monitoring and progress reports, to the District Nutrition Officer and other stakeholders, as per schedule.

g) 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 and MNCH status of the populations; this includes interventions that aim to improve the nutrition situation through improved sanitation, hygiene and safe drinking water or nutrition sensitive agriculture, but also other health, livelihood, rural development and poverty reduction projects.

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 Sukkur and Mirpurkhas Districts as outlined below. The manual should explain the objective, the implementation modalities, timings, and session plans and content, proposed participation and linkages. It will also spell out the reporting mechanisms, monitoring and supervision plan.

b. Develop or identify and adopt and disseminate information, education and communication (IEC) material on all priority themes for interpersonal counseling as well as for group sessions. All staff should receive an introduction and orientation to their task.

c. Establish mother support groups including pregnant and lactating women and children under five years and their care takers, mothers in law or grandmothers, traditional female leaders and spokes women as appropriate.

d. Conduct monthly mother support group session for positive behaviors, focused upon

- early initiation of breast feeding
- exclusive breast feeding
- adequate complementary feeding for children 6 to 24 months, organizing demonstrations using foods available at the village
- provision and promotion of promotion multi-micro nutrients for children 6 to 24 months
- compliance to consumption of iron folic acid
- hand washing and other improved hygiene and sanitation practices
- promotion of use of iodized salt
- treatment of diarrhea using Zinc and low osmolality ORS
- Advise, counselling and referral on four ANC, three PNC, institutional delivery, SBA delivery, family planning and vaccination.
- Time to time, evaluate the retention of knowledge, given above, in mother groups.

e. Interpersonal counseling for all care takers of children below the age of 5 years through at least monthly home visits, and bi-weekly for acutely malnourished children. (on same subjects as listed under the mother support groups, but applying interpersonal communication methods).

f. Provide services for acutely malnourished children and anemic pregnant and lactating mother:

- Screening of all children under five years and screening of pregnant and lactating mothers for anemic.
- Referral of acutely malnourished children as well as border line children to the OTP centers where they will correctly be categories and receive adequate care as per protocol and/or referred.
- Follow up previously referred children, during the treatment as well as after dis-charge (up to at least 12.5 cm MUAC).
- Provide adequate counseling to the care taker (i.e. breast feeding, re-lactation where possible, complementary feeding and demonstrations, ensuring hygiene practices).
- Provide adequate treatment (RUTF) as per protocol. Internationally recommended standards to be applied for referrals and discharge.

- Provide at least bi-weekly follow up of admitted and discharged children at home until the child's nutritional status is normal (MUAC above 12.5cm).
- Refer children with complications to the nearest Stabilization Center.

h. Support the completion of household surveys for the "Use of Iodized salt" by using rapid test kits (RTK).
i. Create linkages and bring together LHW, Mother Support Groups, TBAs, CMWs and school teachers for promotion of breast feeding and complementary feeding practices (i.e. cooking demonstrations, sessions on healthy foods etc.).
j. Perform regular reporting as per reporting lines to the district health office and other stakeholders.
k. Support any additional interventions aiming to improve the nutritional status of children and mothers as advised by the DoH and AAP.
l. Data collection of pregnant and lactating mothers'.

II Facility based services (when and where required, numbers are proposed at annex 2)

a. Organize nutrition promotion programs for care takers once per month (group sessions)
b. Individual nutrition counseling for care takers seeking services
c. The scope of nutrition promotion sessions for individual or group session, will focus on key messages including early initiation of breast feeding, exclusive breast feeding, adequate complementary feeding including demonstrations, counseling and promotion of consumption of multi-micro nutrients for children 6 to 24 months, and maternal nutrition including promotion and follow up on consumption of Iron Folic Acid.
d. Establish breast feeding corners is vital and a necessity for counseling and demonstrations.
e. Ensure nutrition rehabilitation for acutely malnourished children by:
    i. Screening of all children and pregnant mothers seeking services at the facility (with and without referral through the LHW or NGO)
    ii. Provide adequate care to the acutely malnourished children as per protocol.
    iii. Provide adequate counseling to the care taker (i.e. breast feeding, re-lactation where possible, complementary feeding and demonstrations, ensuring hygiene practices).
    iv. Provide adequate treatment (RUTF) as per protocol. Internationally recommended standards to be applied for referrals and discharge.
    v. Discharged children will be followed up at the community level until the child's nutritional status is normal (MUAC above 12.5cm).
    vi. Refer children with complications to the nearest Stabilization Center.
    vii. Developed strong coordination for referral and follow up of children between community and in patient care.
    viii. Identification of severally anemic mothers and refer for parental iron

Number of CHWs:

A total of 300 CHWs required for the district Sukkur to cover 30% LHWs uncovered area. For district Mirpurkhas a total of 333 CHWs required to cover 35% LHWs uncovered area. NGO has to provide a complete list of uncovered areas of district in their inception report.

Selection Process:

An NGO will be selected under Quality and Cost Based Selection (QCBS) method with Lump Sum contract as per SPP Rules, 2010 (amended 2017).

Contract

NGO is expected to appoint the following key staff with appropriate qualifications and proven experience

a) District Project Manager: MA, MA Social Sciences, MBA or other relevant master's degree with 5 years' experience in Nutrition and/or public health, experience in management of community and outreach projects.

b) District Nutrition Officer: MBBS preferably MPH or any other equivalent master's degree. Track record of experience for at least 5 years in relevant capacity.

c) Social Mobilization Officer: MA Social Sciences, MBA or other relevant master's degree with 5 years' experience of social mobilizer or in community and outreach projects and managing trainings and seminars.

Duration of Assignment: 12 months

Mandatory Clause: Keeping in view the ground realities, an NGO can submit their proposal for one district only.

Annex 1: Performance Indicator Guide

PROJECT ESTABLISHMENT			
Performance indicator	**Means of Verification**	**Target**	**Frequency of Reporting to AAP**
Inception Report/ Operational Manual finalized and ready for dissemination	Report Approved	Submitted by latest two weeks after signing.	Approved report available at the first months
All project related **positions are filled** and retained (details of number and staff category as per proposal): - District Project Manager - District Nutrition Officer - Nutrition Assistant - Community Health Workers - Logistic and administrative staff - Reporting and Information Management - Monitoring - Managing and coordinating functions - Other positions	Staff records, attendance records	All staff in place 2 months after signing of contract (later: 90% in filled and maintain, 95% attendance) – in accordance with s.no. 4	First quarterly report
IEC material for group sessions and individual sessions are developed or adopted, disseminated and used for community and facility sessions	Monitoring reports	Every CHW has a full set of IEC on every subject At least one full set is available per facility	Quarterly reports
Staff orientation completed	NGO report	Every staff received orientation	First two quarterly reports
Information, Education and Communication Material is printed and provided during at the time of the orientation trainings	Dissemination records, NGO records	One complete set available for every CHW. One complete set for every facility.	NGO quarterly report and AAP monitoring report.
High staff attendance maintained throughout the project duration	Staff and attendance records	At least 90%	Quarterly reports

II. ANNEX 2: PERFORMANCE INDICATORS FOR COMMUNITY SERVICES

Mother support groups/social organizations formed (as per details spelled out at the inception report) - In areas with LHW - In villages with no LHW	Project and monitoring system	At least 90% of the villages in the catchment area	Quarterly Reports, HMIS, Monitoring Reports
Mother support groups functional: Community sessions conducted (monthly average, session plan laid out at the inception report, sessions on breast feeding, complementary feeding, maternal services & nutrition, screening, personal and food hygiene, micro-nutrient supplementation)	NGO Records AAP Monitoring	At least one session per community per months	Quarterly Report (presenting monthly summaries) AAP Monitoring Semi-Annual Reports
Screening and referral of malnourished children	NGO Records AAP Monitoring	Monthly, at least 80% of the children 6 to 59 months are screened and correctly referred.	Quarterly Report (presenting monthly summaries) AAP Monitoring Semi-Annual Reports
Household visits for Inter-Personal Counseling (monthly visits to every pregnant and lactating women and children under two for follow up on compliance to micro nutrients, breast feeding and complementary feeding, hygiene and hand washing etc.).	CHW report, project report	Every eligible household visited	Quarterly summary report
Follow up of children admitted and dis-charged form the SAM treatment to ensure full compliance till at least 12.5cm MUAC	CHW report, project report	Every eligible child followed up as per protocol	CHW report, project report
Community – Facility linkages well-established (successful referral and follow up after discharge, nutrition promotion sessions at facility and community level are aligned). It requires close coordination with facilities run either by the same NGO, or by the Government or by PPHI. Details spelled out at the inception report.	NGO, AAP and DHO reporting, verification through monitoring reports	At least one nutrition sessions per months with BHU and LHW/nutrition worker at each community	Quarterly reports

III. ANNEX 3: PERFORMANCE INDICATORS FOR FACILITY BASED SERVICES

Facilities providing nutrition promotion and OTP services effectively	NGO Records	95% of the facilities after 3 months;	Quarterly Report and AAP Monitoring Report
Daily nutrition promotion sessions for mothers/caretakers seeking health and nutrition support	Summary reports of sessions delivered	One group session daily. Individual counseling to every caretaker.	Quarterly reports. AAP Monitoring reports.
Malnourished children are measured on arrival and admitted to the treatment programme as per protocol	Facility records, and verification		Monitoring reports
Acutely malnourished children are treated as per protocol	Coverage surveys	80% of all eligible children in the catchment area receive support	Monitoring reports
Treatment Performance Standards achieved(total number of children registered, % dis-charged, % defaulters, % death, % drop outs, % referrals to SCs, average length of stay, etc. as per guidelines),	Nutrition Information System Reports	Target Specified at guidelines	OTP Wise Monthly report to District Nutrition information System.
Follow up of drop out and discharged children is ensured through close coordination with the CHW.			

Children between the age of 6 and 59 months receiving Vitamin A capsules at least one within the last six months	DHIS and household level verification	Numbers and percentage (number reached / total number within the catchment area). Target 95%	Quarterly reports

Indicators for monitoring the performance of NSC

New Admissions	Facility record	An admitted patient who has never been in the programme before.	Monthly reports
Re-admission:	Facility record	A defaulter who has come back to the program within 2 months.	Monthly reports
Relapse (A large number of relapses are often a sign of food insecurity.)	Facility record	A patient who has been discharged as cured from the programme within the last 2 months but is again eligible for admission to NSC.	Monthly reports
EXIT INDICATORS			
Recovered	Facility record	Number of beneficiaries that have reached discharge criteria within the reporting period divided by the total exits.	Monthly reports
Defaulter rate[5]	Facility record	Number of beneficiaries that defaulted during the reporting period divided by the total exits.	Monthly reports
Non-respondent	Facility record	Those beneficiaries who fail to respond to the treatment e.g. the patient remains for a long period of time under the target weight.	Monthly report
Death	Facility record	The number of those children (patients) who died.	Monthly report
Average length of stay	Facility record	(Total inpatient days of care/Total admissions) = Average length of stay (in days)	Monthly reports
Average weight gain (gm/kg/day)[6]	Facility records	Sum of weight gains of all the children discharged during the month/total number of children discharged during the month.	Monthly

ANNEX 4: OUTCOME INDICATORS

[5] Defaulter will be a child with SAM admitted to the ward but absent (from the ward) for three consecutive days without been discharged.

[6] **Weight gain = {discharge weight in gms – minimum weight in gms}/{minimum weight in kg x number of days between date of minimum weight and discharge day}**

The rate of weight gain for an individual is calculated as the discharge weight minus the minimum weight multiplied by 1000 to convert the weight gain to grams. This is then divided by the admission weight to give grams of weight gained per kilo body weight. Lastly, this total weight gain is divided by the number of days from the date of minimum weight to the date of discharge, to give g/kg/d.e.g. Kassim a two year boy was admitted and weighed 7.3 kg at admission and 8.4 kg at discharge; Kassim stayed for 17 days at the AAP.

Weight gain for Kassim = (8.4 – 7.3) x 1000/7.3 x 17 = 8.8 gm/kg/day.

Kassim's weight gain is 9 gm/kg/day

Contract

Acute and chronic malnutrition reduced	Baselines and screening, NGO records	Number of acute malnutrition (MUAC below 12.5cm) reduced by 50%	Baseline, Mid Term, End Term Reports
Newborn below 2.5 kg (low birth weight, LBW)	Facility records, DHIS	Percentage reduced by 20%	Monthly
Children 6 to 24 months receive a minimum acceptable diet (all 3 IYCF indicators)	Baseline and endline (verifications)	Improved by at least 50%	Baseline, Mid Term, End Term Reports
Children 6 to 24 months reached and consume multi-micro-nutrients as per protocol	NGO records, DHIS, household verification	At least 80% (number reached / total number within the catchment area, and total number consuming as per protocol divided by total number reached)	Annual reports
Pregnant women receiving and consuming iron folic acid as per protocol	DHIS, Household level verification or monitoring data	At least 80% (number reached / total number within the catchment area, and total number consuming as per protocol divided by total number reached)	Quarterly reports
Episodes of diarrhea in children 6 to 59 months treated with zinc and ORS	Treatment records, DHIS	50% at the end of the project	HMIS reports
Coverage of basic nutrition services for - Pregnant and Lactating Women - Children under five	DHIS	Numbers and percentage (number reached / total number within the catchment area). Target: 80%	Quarterly reports

NSC outcome indicators

Bed occupancy rate	Facility records	Inpatient Days of Care/Bed Days Available x 100	Quarterly reports
Case fatality rate	Facility records	Number of deaths by the number of children admitted and express the result as a percentage	Quarterly reports
Defaulter rate	Facility records	Number of beneficiaries that defaulted during the reporting period divided by the total exits.	Quarterly reports
Recovery rate	Facility records	Recovery (or cured) rate: Number of beneficiaries that have reached discharge criteria within the reporting period divided by the total	Quarterly reports

		exits.	

ANNEX 5: PROJECT MANAGEMENT INDICATORS

Indicator	MoV	Expected Target	Frequency
Coordinate with other stakeholders (i.e. district nutrition coordination, LHW programme, health facilities by Government or PPHI).	NGO records, DHO coordination meetings minutes	Monthly	Quarterly reports
Participate at joint monitoring and supervision visits	Monitoring and supervision reports	Every district at least one joint monitoring visit per quarter	Quarterly reports
Internal Monitoring System functional	Monitoring Reports	At least 40% of the facilities 30% of the communities are randomly sampled and monitored per months	Quarterly reports
Stock of nutritional support supplies and essential drugs (RUTF, Vitamin A, antibiotics, etc.; list of supplies spelled out at inception report)	Monthly Stock Reports	No Stock Out reported	Quarterly reports

PROJECT MANAGEMENT INDICTORS FOR NSC

Indicator	MoV	Target	Frequency
Staff in position	HR report	100% staff should be on board	Monthly reports
Staff position lying vacant for more than one month	HR report	0 position lying vacant for more than one month	
Staff trained in the management of SAM children with complication	Training reports	100% of the staff trained	Monthly reports
Staff in position for more than a month but not trained in management of SAM	HR report	0 staff in position but not trained in management of SAM	Monthly reports
Staff separation during the quarter	HR report	0 trained staff separation	Monthly reports
Stock out of the consumables during last	Monthly Stock Reports	No Stock Out reported	Monthly reports

three months			
Stock out of the antibiotics during last three months	Monthly Stock Reports	No Stock Out reported	Monthly reports
Internal Monitoring System functional	Monitoring Reports	NSC has been monitored on fortnightly basis by NGOs	Monthly reports

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 NGO, 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 NGO, as the case may be, and "Parties" means both of them.

(m) "Personnel" means persons hired by the NGO 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 services to be performed by the NGO pursuant to this Contract, as described in the Terms of References.

(p) "Sub-Consultants" means any person or entity to whom/which the NGO 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 NGO consists of a joint venture of more than one NGO, the Member hereby authorize an individual NGO or specified in the SC to act on their behalf in exercising all the NGO'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 NGO may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The NGO, 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 NGO 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 NGO, terminate the NGO's employment under the Contract, and may resort to other remedies

including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the NGO 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 NGO 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 NGO as Appendix-G to this Form of Contract, then the Client shall be entitled to:

a recover from the NGO an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the NGO or any of his Sub-consultant, agents or servants;

b terminate the Contract; and

c recover from the NGO any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the NGO or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the NGO 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).

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 NGO 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 NGO 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 NGO, and sixty (60) days' in the case of the event referred to in (e).

a If the NGO 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 NGO becomes insolvent or bankrupt.

c If the NGO, 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 NGO(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 NGO 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 NGO

The NGOs 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 NGO pursuant to this Contract without NGOs fault.

b Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the NGO that such payment is overdue.

c If, as the result of Force Majeure, the NGO 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 NGO:

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 NGO

3.1 General

3.1.1 Standard of Performance

The NGO 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 NGO 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 NGO 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 NGOs not to

The payment of the NGO pursuant to Clause GC 6 shall constitute the NGO's

Benefit from Commissions, Discounts, etc.

only payment in connection with this Contract or the Services, and the NGO 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 NGO 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 NGO and Affiliates not to be Otherwise Interested in Project

The NGO agrees that, during the term of this Contract and after its termination, the NGO and any entity affiliated with the NGO, 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 NGO's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The NGO 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 NGO 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 NGO 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 NGO

The NGO (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 NGO's Actions Requiring PA's Prior Approval

The NGO 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 their Technical proposal and

c any other action that may be specified in the SC.

3.6 Reporting Obligations

a The NGO 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

a All plans, drawings, specifications, designs, reports, other documents and software submitted by the NGO under this Contract shall become

NGO to be the Property of the PA

and remain the property of the PA, and the NGO 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 NGO 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 NGO 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 NGO 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 NGO'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. NGO's Personnel

4.1 Description of Personnel

The NGO 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 NGO'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 NGO, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the NGO 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 NGO 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 NGO 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 NGO 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 NGO in performing the Services, then the remuneration and reimbursable expenses payable by the NGO 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 NGO the Services and Facilities listed under SCC.

6. PAYMENTS TO THE NGO

6.1 Security

The NGO 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 NGO 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 NGO 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 NGO 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 NGO has submitted an invoice to the PA specifying the amount due.

7. Good Faith

7.1 Good Faith

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

8. Settlement Of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English.
1.4	The addresses are: Procuring Agency: Health Department at 3rd Floor, Tughlaq House, Sindh Secretariat Building No.2, Kamal Atta Turk Road, Karachi Attention: Additional Secretary (PM&I) Telephone: +92-21-35297045 E-mail: aapsindh.health@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: _____ For the NGO: _____
1.8	The PA will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is April 2, 2018
2.2	The date of commencement of services is April 9, 2018.
2.3	The time period shall be 12 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, Rs. 1,000,000 c. Professional liability insurance, Rs. 5,000,000 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*

6.1 Performance security equal to 3% 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) **Ten (10) percent** of the lump-sum amount shall be paid upon submission and acceptance of Inception Report showing the detailed work methodology along with a complete list of uncovered areas of district.

(b) **Twenty (20) percent** of the lump-sum amount shall be paid upon approval of the 1st quarterly report (All project related positions are filled, mother support groups formed and facilities providing nutrition services)

(c) **Twenty (20) percent** of the lump-sum amount shall be paid upon approval of 2nd quarterly report (staff orientation completed, mother support groups functional and daily nutrition promotion sessions are being conducted)

(d) **Twenty-five (25) percent** of the lump-sum amount shall be paid upon submission and approval 3rd quarterly report (Information, education & communication material provided and screening and referral of malnourished children)

(e) **Twenty-five (25) percent** of the lump-sum amount shall be paid upon submission and approval of the 1st Yearly Project Report.

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.

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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of 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 NGO's name]* ("the NGO") having its principal office located at *[insert NGO's address]*.

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

WHEREAS, the NGO is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The NGO 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 NGO shall provide the reports listed in Annex B, "NGO'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:

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:

$$R_l = R_{l0} \times I_l / I_{10}$$

where R_l is the adjusted remuneration, R_{l0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_l is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{l0} is the official rate of inflation for the month of the date of the Contract."]

5. Project Administration

A. Coordinator

The PA designates Mr./Ms. *[insert name]* 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. Timesheets

During the course of their work under this Contract the NGO'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 NGO 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 NGO'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 NGO undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The NGO shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

The NGOs 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 NGO for the PA under the Contract shall belong to and remain the property of the PA. The NGO may retain a copy of such documents and

	software.
9. **NGO Not to be Engaged in Certain Activities**	The NGO agrees that, during the term of this Contract and after its termination, the NGOs and any entity affiliated with the NGO, 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 NGO will be responsible for taking out any appropriate insurance coverage for their personnel and equipment.
11. **Assignment**	The NGO 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

Signed by _____

Title: _____

FOR THE NGO

Signed by _____

Title: _____