

OFFICE OF THE

PROVINCIAL PROGRAM COORDINATOR

SINDH ACCELERATED ACTION PLAN (AAP) FOR REDUCTION OF STUNTING AND MALNUTRITION, SEHTMAND SINDH (LIVESTOCK SECTION) GOVERNMENT OF SINDH

No. PD/AAP/LS/2018/06

Karachi, dated: 12.02.2018

The Manager (Enf-II), Sindh Public Procurement Regulatory Authority Karachi

SUBJECT: FLOAT OF NOTICE FOR REQUEST FOR PROPOSAL ON SPPRA WEBSITE UNDER SINDH ACCELERATED ACTION PLAN (AAP)

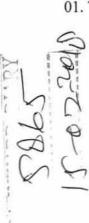
With reference to subject NIT, I am submitting herewith notice of Request for Proposal for hiring of consultant under Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, *Sehtmand* Sindh Program (Livestock Section), along with copy of notification of Consultant Selection Committee, Compliant Redressal Committee, Annual Procurement Plan, Request for proposal document and fee of SPPRA vide P.O. No. 00510046 amounting Rs. 2,000.00 for hoisting on SPPRA website in terms of Rule-21(4) of SPPRA Rules, 2010.

This is for your kind information and further necessary action.

Provincial Program Coordinator, Sindh Accelerated Action Plan (AAP), Livestock sector

Copy submitted for information to:

01. The Secretary, Livestock & Fisheries Department, Government of Sindh, Karachi





PUBLIC NOTICE REQUEST FOR PROPOSAL

ACCELERATED ACTION PLAN FOR REDUCTION STUNTING AND MALNUTRITION IN SINDH LIVESTOCK COMPONENT

Background

The Government of Sindh has approved Accelerated Action Plan to reduce stunting and The proposals are invited from Interested local non government organization Malnutrition in Sindh. The goal of the AAP is to reduce stunting from 48% to 30% in or public sector organizations with autonomous status having vast first five years (by 2021) in Sindh by increasing and expanding coverage of multisectoral interventions, that are known to reduce stunting in first five years of children's lives. The production sectors (agriculture, livestock, and fisheries) contribute to achieving this goal by increasing the number of households that consume a diverse and healthy diet, especially, those households with pregnant and lactating women (PLWs) and children under the age of 2. Livestock will contribute by building the livestock (goats + backyard poultry) assets of poor households, widowed women with children and deprived landless people and enhancing livestock productivity by providing enhanced vaccination and livestock management advisory services to the farmers.

Scope of Assignment

Consultancy services are required to ensure that the Program activities are carried out in a timely and efficient manner with high standards of Program implementation including technical assistance in capacity building and with due considerations to the intersectoral coordination. The consultant is required for Training Need Assessment, Topics selection, Training and awareness program design and mobilization of potential target families or persons to receive such training and awareness. Formation of VBOs, Need assessment and mobilization of potential families to receive Package of goats and back yard poultry, vaccination of their livestock including sustainability and operational management of the component utilizing and verifying the available data of malnourished and stunting prone households in 24 rural districts of Sindh province. Assist in implementation of the component and carry out conduct impact assessment and data recording.

Requirements from Interested Parties

experience of social mobilization, capacity building of communities, working in close coordination with rural communities, management of livestock with excellent project implementation track record. Further details regarding the scope of work, project structure, and other requirements are given in the request for proposal (RFP).

Eligibility

In accordance with the criteria set out in the RFP.

Bidding Documents: from date of issuance of bidding documents i.e. 12th February 2018 to 25th February 2018 can be obtained on the submission of Non-Refundable Rs. 2,000 pay order in the favor of Provincial Program Coordinator, Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock component).

Pre-Bid Meeting: 19th February 2018 at 11:00 a.m. at the committee room of Office of the Provincial Program Officer on the address given below.

Bid Submission Deadline: 25th February 2018 at 02:00 p.m.

Bid Submission and Opening: Bids can be submitted in the Office of the Provincial Program Coordinator, Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock component) at Animal Science Complex Near Singer Chowrangi, Korangi, Karachi-74900 before or on submission deadline and would be opened on 25th February 2018 at 03:00 pm before the interested parties or their authorized representatives who wish to attend.

Dr. Nazeer Hussain Kalhoro

Provincial Program Coordinator,

Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock component) at Animal Science Complex Near Singer Chowrangi, Korangi, Karachi-74900 +92-21-35123347, pm.slttp@gmail.com



OFFICE OF THE

PROVINCIAL PROGRAM COORDINATOR

SINDH ACCELERATED ACTION PLAN (AAP) FOR REDUCTION OF STUNTING AND MALNUTRITION, SEHTMAND SINDH (LIVESTOCK SECTION) GOVERNMENT OF SINDH

CORRIGENDUM

In continuation of NIT of Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, *Sehtmand* Sindh Program (Livestock Section) published in Daily newspapers on dated: 11th & 12th Feb. 2018, that invites sealed offers of Request for Proposal (RFP) response for selection / hiring of "*Consultant*" during current financial year 2017-18, the following clarification and changes are being made:

- Bidding Documents: Date of issuance of bidding documents is 15th February 2018 to 01st March 2018 can be obtained on the submission of Non-Refundable Rs. 2,000 pay order in the favor of Provincial Program Coordinator, Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock component).
- 2. The date of submission of RFP proposals is being extended from 25th February, 2018 to 1st March, 2018 before 01:00 PM and shall be opened at 02:00 PM on the same day.

The other terms and conditions of NIT shall remain the same.

PROVINCIAL PROGRAM COORDINATOR,

Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, Sehtmand Sindh Program (Livestock Section)

Phone: 0213-5123347

FOUNDED BY QUAID-I-AZAM MOHAMMAD ALI JIHNAH



DATED: 12.02.2018



ACCELERATED ACTION PLAN FOR REDUCTION STUNTING AND MALNUTRITION IN SINDH LIVESTOCK COMPONENT

PUBLIC NOTICE REQUEST FOR PROPOSAL

Background: The Government of Sindh has approved Accelerated Action Plan to Reduce Stunting and Malnutrition in Sindh. The goal of the AAP is to reduce stunting from 48% to 30% in first five years (by 2021) in Sindh by increasing and expanding coverage of multi-sectoral interventions, that are known to reduce stunting in first five years of children's lives. The production sectors (agriculture, livestock and fisheries) contribute to achieving this goal by increasing the number of households that consume a diverse and healthy diet, especially those households with pregnant and lactating women (PLWs) and children under the age of 2. Livestock will contribute by building the livestock (goats + backyard poultry) assets of poor households, widow women with children and deprived landless people and enhancing livestock productivity by providing enhanced vaccination and livestock management advisory services to the farmers.

Scope of Assignment: Consultancy services are required to ensure that the program activities are carried out in a timely and efficient manner with high standards of program implementation including technical assistance in capacity building and with due considerations to the inter-sectoral coordination. The consultant is required for Training Need Assessment, Topics Selection, Training and Awareness program design and mobilization of potential target families or persons to receive such training and awareness. Formation of VBOs, need assessment and mobilization of potential families to receive package of goats and backyard poultry, vaccination of their livestock including sustainability and operational management of the component utilizing and verifying the available data of malnourished and stunting prone households in 24 rural districts of Sindh province. Assist in implementation of the component and carry out conduct impact assessment and data recording.

Requirements from interested Parties: The proposals are invited from the interested local non-governmental organization or public sector organizations with autonomous status having vast experience of social mobilization, capacity building of communities, working in close coordination with rural communities, management of livestock with excellent project implementation track record. Further details regarding the scope of work, project structure, and other requirements are given in the Request for Proposal (RFP).

Eligibility: In accordance with the criteria set out in the RFP.

Bidding Documents: From the date of issuance of bidding documents i.e. 12th February, 2018 to 25th February, 2018, the bidding documents can be obtained on submission of a non-refundable fee Rs. 2,000/- in shape of pay order in favour of the Provincial Program Coordinator, Accelerated Action Plan for Reduction of Stunting and Malnutrition in Sindh (Livestock Component).

Pre-Bid Meeting: 19th February, 2018 at 11:00 a.m. at the Committee Room of Office of the Provincial Program Officer on the address given below.

Bid Submission Deadline: 25th February, 2018 at 02:00 p.m.

Bid Submission and Opening: The bids can be submitted in the Office of the Provincial Program Coordinator, Accelerated Action Plan for Reduction of Stunting and Malnutrition in Sindh (Livestock Component) at Animal Science Complex near Singer Chowrangi, Korangi, Karachi-74900 before or on submission deadline which would be opened on 25th February, 2018 at 03:00 pm in presence of the interested parties or their authorized representatives who wish to attend.

Provincial Program Coordinator

Accelerated Action Plan for Reduction of Stunting and Mainutrition in Sindh (Livestock Component) at Animal Science Complex near Singer Chowrangi Korangi, Karachi-74900 +92-21-35123347 — pm.sittp@gmail.com

INF-KRY No. 778/18

SAY NO TO CORRUPTION

ہم دستھر دی سے قلاف حقد ہیں۔



DATED: 11.02.2018

اط لاع عام المحافية المحافية

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Dated: 12.02.2018



پبلک نوٹس

در غواست برائے ٹجویز

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INF-KRY-778/18

کرپشن کی مخالفت کریں ۔ هم دهشت گردی کیے خلاف متحد شیں



Dated: 12.02.2018



اظلاعتام رازههاستابرائے پروپوزل

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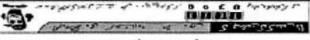
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NOTIFICATION

No.50-II(SGA&CD)6-47/2017: The Government of Sindh is pleased to constitute the following Consultant Selection Committee of Livestock & Fisheries Department, in-accordance with Rules, 66, 67 & 71 of the SPPRA Rules 2010 (Amended 2013) for hiring of consultant firm/consultants under "Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition in Sindh (Livestock Sector)".

1.	Director General Livestock Sindh, Hyderabad	Chairman		
2. 3.	Provincial Program Coordinator, Sindh Accelerated Action Plan (AAP), (Livestock Sector)	Technical Member/Secretary		
	Representative of Planning & Development Department (Not below the rank of (BS-18).			
4.	Representative of Finance Department (Not below the rank of (BS-18).	Member		
5.	Deputy Secretary-II (Dev) Livestock & Fisheries Department	Member		

Terms of Reference:-

- 1. Preparation and Approval of Request for Proposal;
- 2. Preparation of evaluation criteria;
- Short listing of consultants, responding to the Request for Expression of Interest, where applicable, in accordance with the criteria mentioned in Request for Expression of Interest;
- Carrying out technical as well as financial evaluation of the proposals according to selection method as per SPPRA Rules;
- 5. Finalization of recommendations based on evaluation;
- Award and signing of the contract between the procuring agency and Consultant after necessary approval from the Competent Authority i.e. Administrative Secretary.

RIZWAN MEMON CHIEF SECRETARY SINDH

No.SO-II(SGA&CD)6- 47/2017,

Karachi, dated the 30th January, 2018

A copy is forwarded for information and necessary action to:

- The Chairman, Planning & Development Board, Government of Sindh, Karachi with a request to kindly nominate a suitable officer.
- 2. The Secretary Finance Department, Government of Sindh, Karachi with a request to kindly nominate a suitable officer.
- 3. The Secretary, Livestock & Fisheries Department, Government of Sindh, Karachi
- 4. The Chairman / Members of the Committee.
- 5. The Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- 6. P.S to Secretary (Services), SGA&CD, Karachi.

7. Office order file.

(NAVEED SADIQ) SECTION OFFICER-II



GOVERNMENT OF SINDH LIVESTOCK AND FISHERIES DEPARTMENT Karachi dated 10-5-17

NOTIFICATION

NO.SO(Dev)/L&F/AAP/2017: The following Complaint Redressal Committee of Livestock and Fisheries Department is hereby constituted to address the complaints of bidders that may occur during the procurement proceedings under Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, *Sehtmand* Sindh Program (Livestock Section) inaccordance with the SPPRA Rule 31 of 2010 and terms of reference (ToR):

COMPLAINT REDRESSAL COMMITTEE

i. Secretary

Livestock & Fisheries Department,

Government of Sindh

ii. Representative of Accountant General,

Sindh, Karachi

Member

Chairman

iii. Independent Professional,

(nominated by the head of Procuring Agency)

Member

TERMS OF REFERENCE:

The above committee will discharge its duties as per SPPRA Rule 31 clause 4, 5 and 6.

GHULAM HUSSAIN MEMON, SECRETARY TO GOVT. OF SINDH

NO.SO(Dev)/L&F/AAP/2017

Karachi, dated: 10-95-2-17

Copy forwarded for information to:

1. The Director (A&F), Sindh Public Procurement Regulatory Authority, Karachi

2. The Program Coordinator, AAP / Director, Sindh Poultry Vaccine Centre, Karachi

3. The Accountant General, Sindh Karachi

4. PS to Secretary, Ls&F Deptt: Govt. of Sindh, Karach

Section Officer (Dev)

Livestock & Fisheries Department

ANNUAL PROCUREMENT PLAN (WORKS, GOODS & SERVICES)

FINANCIAL YEAR 2017-18

Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, Sehtmand Sindh Program (Livestock Section)

		E-4:4-1	T- 1	Source of	Proposed	Tim				
S#	Description of work	Estimated total cost	Funds allocated	funds (ADP/ Non ADP)	Procurement Method	1 st Qtr	2 nd Qtr	3 rd Qtr	4 th Qtr	Remarks
01	Consultancy Services under Sindh Accelerated Action Plan (AAP) for reduction of stunting and malnutrition, Sehtmand Sindh Program (Livestock Section)	99.00 M	23.00 M	Non ADP	Single stage two envelope procedure		-	50%	50%	

Provincial Program Coordinator, Sindh Accelerated Action Plan (AAP)

Livestock sector

SPPRA REQUEST FOR PROPOSALS DOCUMENT SELECTION OF CONSULTANTS



Sindh Public Procurement Regulatory Authority

21ST January 2012

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010

CONTENTS

Section 1. Letter of Invitation	1
Letter of Invitation	2
Section 2. Instructions to Consultants	3
Data Sheet	15
Section 3. Technical Proposal - Standard Forms	20
Section 4. Financial Proposal - Standard Forms	32

Preface

- This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR 2010.
- Before preparing an RFP, the procuring agency/ user must be familiar with the SPPR 2010, and Rule No 72
- 3. Rule No 72 (1) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
- 3. In case Rule No 72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency choses other method of selection according to Rule No 72 (2), (3), (4), (5), and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.
- 4. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.



v

Section 1. Letter of Invitation

Letter of Invitation

insert: Invitation/File No.....;
[insert: Location and Date]

[insert: Name and Address of Consultant]

Dear Mr./Ms.:

- The [insert: Name of department/line department / implementing Unit] (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services: [insert: name of consulting services assignment]. More details on the services are provided in the Terms of Reference.
- This Request for Proposal (RFP) has been addressed to the following shortlisted/prequalified/interested Consultants:

[insert: List of Shortlisted Consultants]

It is not permissible to transfer this invitation to any other firm.

- 4. A firm will be selected under [insert: Selection Method] and procedures described in this RFP, in accordance with the SPPR 2010.
- 5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

- 6. Please inform us in writing at the following address [insert address], upon receipt:
- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

[insert: Signature, name, and title of head of the department/ PA 's representative]

Section 2. Instructions to Consultants

Instructions to Consultants

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

Definitions

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

2. Introduction

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

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

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

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
 - (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. Integrity Pact

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A)

6. Eligible Consultants

- 6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same partner(s) and Joint Venture structure that had been pre-qualified are eligible.
- 6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such 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 Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

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

13. Technical Proposal Format and Content

- 13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:
 - (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-

- consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
 - (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
 - (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last _____ (PA may give number of years as per their requirement) 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 (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.
- 13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

- 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal
- 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the 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 despatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

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

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

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

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

21. Technical 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 Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP.

23. Availability of Professional staff/experts

23.1 Having selected the Consultant 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 Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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

DATA SHEET

1.1	Name of the Assignment is:Consultancy under Sindh Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock sector)" The Name of the PA's official (s): Provincial Program Coordinator, Sindh Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock sector) Address:Near Singer Chowrangi, Korangi Industrial Area, Karachi Telephone: 021-35123347
1.2	The method of selection is: Quality and Cost Based Selection (QCBS) method The Edition of the Guidelines is: attached
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes No
1.4	The PA will provide the following inputs and facilities: facility admissible without involving additional costs
1.5	The Proposal submission address is: Office of the Provincial Program Coordinator, Sindh Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock sector) near Singer Chowrangi, Korangi Industrial Area, Karachi Proposals must be submitted no later than the following date and time: 01.03.2018 at 02.00 pm
1.6	Expected date for commencement of consulting services: 31.03.2018
9.1	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).
10.1	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Office of the Provincial Program Coordinator, Sindh Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock sector) Near Singer Chowrangi, Korangi Industrial Area, Karachi
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

6.1	Short listed Consultants may associate with other shortlisted Consultants:
	Yes No
	The available budget is: Rs. 99.00 million (for 5 years for 24 districts of Sindh) for the targets mentioned in the scope of work and output indicators. Duration of the Assignment: The estimated duration of the Consultancy services is 60 months.
13.1	The format of the Technical Proposal to be submitted is: FTP $_\sqrt{}$, or STP $_$
13.2(vii)	Training is a specific component of this assignment:
	Yes No ✓ [If yes, provide appropriate information]:
15.1	
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable
	Yes V No
6.3	Consultants to state local cost in the national currency (in case of ICB only):
	Yes No
16.2	Consultant must submit the original and 03 photocopies of the Technical Proposal, and the original of the Financial Proposal.
13.1	TECHNICAL EVALUATION CRITERIA (SEE ANNEXURE)
20.1	Address for contract negotiations: office of Provincial Program Coordinator, Sindh Accelerated Action Plan for reduction of stunting and malnutrition in Sindh (Livestock sector) Near Singer Chowrangi, Korangi – Karachi
24.2	Successful consultant is required to submit <i>performance security in form of pay order</i> , <i>demand draft</i> or <i>bank guarantee</i> worth <i>not more than 10% of the contract amount</i>).
5.1	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.500 million.

ANNEXURE – TECHNICAL EVALUATION CRITERIA

The Technical Proposal will be evaluated on the basis of the criteria as set out below:

No.		Criteria	Marks
1.	Experience	General Social sector Related Project Experience of the Bidder during the last ten (10) years. (Refer to Table 1)	10
		Relevant Experience of the Bidder in the livestock and/or nutrition related assignments during the last ten (10) years. (Refer to Table 2)	30
2.	Professional Staff	Professional staff of the Bidder with Relevant Experience.	30
3.	Project Execution Plan	(Refer to Table 3) The Bidder will provide a detailed plan for execution of the Project to complete the Scope of Work provided in the TORs within the timelines provided. Bidder to provide Gantt chart with timelines in addition to the detailed plan.	10
4.	Financial Soundness	Average annual turnover over the last three (3) complete financial years	Turnover equal to PKR 5 Million - 5 marks For each additional PKR 1 Million of turnover after PKR 5 Million - 1 mark Maximum - 10 marks
		Net Worth for the last completed financial year	Net Worth equal to PKR 2.5 Million - 5 marks For each additional PKR 0.5 Million of Net Worth after PKR 2.5 Million - 1 mark Maximum - 10 marks
		TOTAL	100

TABLE 1.

General Livestock Related Project Experience of the Bidder during the Last ten (10) Years

Marks for each project:

1 Mark

Maximum attainable:

10 Marks.

S.N	Name of the Assignment	Name of the	Address of the	Duration of the Assignment			Total Cost of the	Remarks
	•	Client Client	From Date	To Date	Total Months	Assignment in PKR		
1.								
2.								
10.								

TABLE 2.

Relevant Experience of the Bidder during the Last ten (10) Years

Marks for each relevant project:

10 Marks.

Maximum attainable:

30 Marks.

S.N	Name of the Assignment	Name of the	Address of the	Duration of the Assignment			Total Cost of the	Remarks
		Client	Client	From Date	To Date	Total Months	Assignment in PKR	
1.								
2.								

6.								

TABLE 3.

Relevant Experience of the Bidder's Professional Staff

(1) Social Sector Specialist - Marks 10

Qualification (30% weightage)

PhD in Social sciences (30% weightage)

MSc in Social sciences (20% weightage)

BSc Social sciences (10% weightage)

Relevant Experience (70% weightage)

12 or more years of relevant experience (70% weightage)

10-11 years of relevant experience (60% weightage)

8-9 years (50% weightage)

5-7 years (40% weightage)

Less than 5 years (ZERO weightage)

(2) Livestock Management Specialist - Marks 10

Qualification (30% weightage)

PhD livestock management / animal husbandry (30% weightage) MSc livestock management / animal husbandry (20% weightage)

BSc livestock management / animal husbandry (10% weightage)

Relevant Experience (70% weightage)

Livestock Management @ Farms or the Department

12 or more years of relevant experience (70% weightage)

10-11 years of relevant experience (60% weightage)

8-9 years (50% weightage)

5-7 years (40% weightage)

less than 5 years (ZERO weightage)

(3) Nutrition Specialist – Marks 10

Qualification (30% weightage)

PhD in any field of nutrition or food sciences (30% weightage) MSc in any field of nutrition or food sciences (20% weightage)

BSc in any field of nutrition or food sciences (10% weightage)

Relevant Experience (70% weightage)

12 or more years of relevant experience (70% weightage)

10-11 years of relevant experience (60% weightage)

8-9 years (50% weightage)

5-7 years (40% weightage)

less than 5 years (ZERO weightage)

No.	Name of Staff and Proposed Position	Qualification	Total Years of Experience		Rele	vant Exper	ience		
				Name of	Client	Position	I	Durat	ion
		72.		Assignment Duration			From	То	Total Months

TERMS OF REFERENCE

1. Background

- 1.1 Pakistani women and children suffer from some of the highest rates of malnutrition in the world with a national nutritional stunting prevalence among children under five of 43.7% (NNS, 2011). Pakistan also has the second highest number of severely wasted children next to India. The magnitude of the country's nutrition problem is reflected by the fact that half of the world's malnourished women and children, and an estimated 78% of the world's wasted children live in Bangladesh, India and Pakistan. Sindh's contribution to the national economy has been substantial between 30 and 33% of the country's GDP with a population that is nearly 50% urban. The province's GDP per capita is roughly three times that of the country as a whole. The nutrition challenge facing the province, however, is substantial. Sindh, with just under a quarter of Pakistan's population, has a dangerously high rate of nutritional stunting among children under age 5 (49.8%.) The prevalence of underweight children is 40.5%, while wasting prevalence is 17.5%.
- 1.2 The Government of Sindh has approved Accelerated Action Plan to reduce stunting and Malnutrition in Sindh. Agricultural and food-related interventions seeking to reduce food insecurity are also likely to reduce malnutrition if they: (1) focus on the diversity of food consumption and not simply the quantity; (2) provide special attention to agricultural tasks disproportionately undertaken by women and provide extension services to women directly; and (3) encourage home gardening, and small livestock and fisheries production for home consumption.
- 1.3 The goal of the AAP is to reduce stunting from 48% to 30% in first five years (by 2021) and 15% by 2026 in Sindh by increasing and expanding coverage of multi-sectoral interventions, that are known to reduce stunting in first five years of children's lives. The production sectors (agriculture, livestock, and fisheries) contribute to achieving this goal by increasing the number of households that consume a diverse and healthy diet, especially, those households with pregnant and lactating women (PLWs) and children under the age of 2.
- 1.4 Livestock will contribute by building the livestock (goats + backyard poultry) assets of poor households, widowed women with children and deprived landless people and enhancing livestock productivity by providing enhanced vaccination and livestock management advisory services to the farmers.

1.5 Operational Objectives

The overall Program objective is to reduce the stunting by ensuring the supply of diversified animal origin food and provision of veterinary public health through following specific objectives;

- ➤ Social mobilization formation of livestock community organizations. This will be done jointly with fisheries and agriculture to ensure consistency of messaging and sustainability of the production systems introduced. The goal is to increase the availability of nutritious food without over-burdening target households with too much additional labor.
- Livestock management and enhanced productivity awareness program to poor and small livestock owners in addition to nutrition sensitive and access to diversified animal origin food awareness to reduce the stunting.
- Vaccination and drenching to the livestock of poor households for food security, public health and enhanced animal productivity.
- Building livestock assets (goats and backyard poultry) of poorest households without livestock (2.3% of MPI), pregnant women with children, and nutrition deprived communities.
- > Establishing cold chain for vaccine/ medicine supply and storage to reach target communities and maintenance at district level

2. Program Description and Scope

- 2.1 **Group formation and Mobilization initiatives:** This activity will be conducted jointly by Agriculture, Livestock, and Fisheries in order to better coordinate response on the ground and provide a single consistent message on diet and nutrition. Using an NGO facilitator, it will work through existing multi-sector village organizations wherever available (creating VOs where necessary) to:
 - raise awareness of the importance of diet for health and nutrition;
 - lead a participatory identification of priority households within the village; and to assist
 with the development of asset transfer proposals for qualified households;
 - deliver livestock management practices; and
 - facilitate access to vaccination services.

The mobilization process will help the communities understand the connection between what they produce, what they eat, and the state of their health. It will introduce options of backyard poultry and goat farming in nutrition, and help them to organize to implement and operate activities sustainably.

Food Diversity and Food Security Investments: According to Pakistan's 2.2 Multidimensional Poverty Index (MPI) of Pakistan an average of 23% (1.062 million) of households in Sindh live below the poverty line. The MPI examines three dimensions and 15 indicators and is largely aligned to the indicators used to determine malnutrition and stunting. It is proposed to target that 23% of the population below the poverty line with assets and services, particularly to identify clusters of Union Councils and, within them, priority villages for activity. This data will be cross-referenced with data from the Nutrition Support Program on the prevalence of referrals for OTP-which would indicate where the most severe cases of malnutrition are within a geographical area. Within villages, an open and participatory process led by the NGO, will help to identify the target families suffering from stunting and malnutrition. The livestock component strategy covers the livestock related aspects of malnutrition and stunting, which include the lack of awareness regarding access to quality and animal origin nutrition foods but also scanty of knowledge and methods to improve the existing livestock asset, lack of veterinary services cover to the livestock of those deprived communities and lack of livestock asset as a source of animal origin nutritious food. Therefore, under Livestock AAP proposal, there is 3-pronged strategy to cover these aspects and factors of livestock related malnutrition and stunting.

Package A: It is envisaged that under the AAP about 25% of that 1.062 million HH that makes about 265,660 HH in 24 districts of Sindh would be targeted for nutrition and diversified food access related awareness and provision of trainings and advisory services for better livestock management practices for improving their productivity.

Package B: it is assumed that 50% of those HH which receive package A will be having livestock with 5 heads on average, which makes about 132,830 livestock owners representing HH with 664,150 animals or birds. The veterinary services in terms of drenching and vaccination would be provided to them for improving the productivity of animals, prevention from disease and deaths, and ensure HH food security and public health. The coverage area can be increased to peripheral areas keeping in view the local field conditions, outbreaks of disease and animal movement to prevent the diversified nutrition HH livestock from disease and deaths. The cold chain and cold storage at hospitals is crucial for maintaining the potency of vaccines and medicines. It is proposed that at least 02 units of solar operated cold storage in each of 24 districts would be established under the Program in addition to one cold chain supply truck/van. The Veterinary services in terms of drench and vaccination would be provided by the staff of Livestock Department, in coordination with Director General Livestock Sindh Hyderabad, Director Animal Husbandry and under direct supervision of Deputy Directors at each of 24 target districts by the technical staff and Vets. The Deputy Directors would only be provided the mobility and Program allowance as per Government policy but all of the field staff would be provided TA/DA as per the Government of Sindh policy.

Package C: About 265,660 HH in 24 districts of Sindh would be targeted for nutrition and diversified food access related awareness and provision of trainings and technical advisory services. It is assumed that more than 25% HH which are targeted in Package A and also targeted by Agriculture and Fisheries component would be lacking livestock. Based on malnutrition/stunting survey, BISP data and evaluation made by Program Implementation partner, the livestock asset in the shape of 5 goats and 10 backyard chicken birds per household would be provided to 10% of Package A that makes the total of 26,566 HH in 24-targeted districts.

3. Objective(s) of the Assignment

- 3.1 Consultancy services are required to ensure that the Program activities are carried out in a timely and efficient manner with high standards of Program implementation including technical assistance in capacity building and with due considerations to the environmental and social standards agreed as part of the Program design.
- 3.2 The consultant will work with the Program Coordinator, AAP Livestock Component to support implementation of the Program components. The tasks and activities would include, but not limited to:
 - Develop a detailed Program Implementation Plan (PIP) for each activity with yearly distribution of activities and corresponding estimated costs for the full duration of Program implementation period.
 - Conduct detailed assessment of BISP data/ MPI based malnourished or stunting vulnerable families in each of the selected district; assessment of stakeholders; identification of potential small and medium farmers for forming VBOs; and other related activities to be done at the start of the Program.
 - Carry out social mobilization and formation of VBOs in collaboration with the Departmental teams at each of the selected districts.
 - Design capacity building and training interventions for target families and staff in each of the selected districts.
 - Periodic meetings with Program Management Unit (PMU) officials and discuss on its accountable areas.
 - Assess and prepare detailed reports on potential for forming Nutrition Hub and Business Support opportunities in any or some of the selected districts.
 - Develop a list of feasibility studies to be carried out for additional families that may be included in the Program design subsequently.
 - Identify topics and areas for seminar/workshop/ days/ hands on training/demonstration for target families. The topics may include, but not limited to, animal husbandry, feed/fodder, animal nutrition, disease control, modern dairy farming, breed improvement, disease diagnosis, etc.

- Maintain detailed financial accounts and other Program records related to this assignment, and prepare other documentation as may be required by the Client and Program financiers.
- Provide Support in overall Program management and regular reporting requirements based on modern concepts, implementation of program activities and capacity building components including monitoring and compliance to environmental and social management plan for the Program.

4. Scope of Services, Tasks (Components) and Expected Deliverables

The technical assistant firm will be responsible for all contracts related to the tasks listed above and in this context will carry out, but not limited to the following specific activities:.

4.1. Identification of target families:

Based on BISP data or MPI data, the consultant would verify, analyse and assess the potential families for package A, B and C.

4.2. Mobilization of families/ target group

- (i). Undertake a detailed assessment of identified target families and carry out the following activities:
 - Prepare a detailed assessment report on how many VBOs will be formed within each of the selected district by using criteria provided in the Program operations manual.
 - Mobilize families associated with program.
 - Manage the formation of VBOs and assess eligibility of participants in Program activities and help in decision that who will receive technology and inputs packages as provided in the Program operations manual.
 - Develop and maintain a detailed and gender disaggregated database of VBOs.
 - Keep and maintain records along with location and contract information of VBOs.
- (ii). Develop a detailed monitoring system for assessing quality of mobilization and level of participation of mobilized families in each selected district and carry out the following activities:
 - · Prepare reports on the activities of the families/ VBOs included in program.
 - Document the results and lessons learned / observed from the activities.
 - Provide recommendations for improvements and changes to the adopted mobilization strategies.

4.3. Awareness, Training and Capacity Building

- (a) Carry out a detailed training needs assessment of identified families/VBOs including:
 - · Areas and topics of training to be provided
 - · Identification of participants for various training activities
 - Identify training providers
 - Monitor the post-training performance of producers and VBOs in collaboration with DoLF PIU teams
 - Identify individuals and VBOs who will be candidate for exposure and learning visits to other production areas within province or elsewhere in the country as well as in other countries in the region as appropriate
 - Prepare a detailed training work plan with timeline of training and capacity building activities for producers
- (b) Prepare bidding documents to hire appropriate training providers/institutions who will be responsible for conducting the training activities including but not limited to the following:
 - Developing a dynamic training curriculum for families/VBOs, focused on the selected value chains and the training curriculum for line department officials.
 The curriculum may include, but not limited to the following:
 - Information and guiding material on cutting edge knowledge on Livestock management and husbandry including nutrition, disease control, modern dairy farming, breed improvement, pregnancy diagnosis, heat detection and reproductive diseases etc.
 - ii. Information and instructional materials on dairy business.
 - iii. Hands on practice and demonstration materials.
 - iv. Any other topics/martials identified in the training need assessment report
 - Monitor post-training outcomes and change in behavior by reporting on the following:
 - Number of farmers/producers who receive training and capacity building inputs and provide gender disaggregated data.
 - Number of farmers/producers days of training provided with data disaggregated by gender.
 - Types of training and capacity building provided by whom, when, where and duration.
 - iv. Frequency of post-training assessment to validate change in Livestock practices due to input of new knowledge provided through training.
 - Provide details for which farmers/producers have adopted improved Livestock management practices and modern husbandry practices as promoted by the training.

vi. Organize joint discussions of DoLF, MPGs with ILRI, IFAD and other national and international organizations for potential linkages and capacity building activities.

4.4 Communication Strategy and Awareness Campaign

- (a) Develop a detailed communications strategy with an implementation plan including but not limited to the following:
 - i. Type, frequency and target audiences for regular awareness campaigns.
 - ii. Types and frequency of communications products.
 - iii. Dissemination of communications materials.
 - Program website with information on Program objectives, activities under all Program components and implementation progress reports.
- (b) Prepare implementation plan for communication and awareness campaign and delivery of various communications products as approved by the competent authority.

4.5 Program Implementation support to DoLF PMU

- (a) Develop a detailed Program implementation plan (PIP) which should include yearly distribution of activities with estimated costs under each Program component for the full duration of Program implementation period
- (b) Prepare and update annual work plans for approval of the competent authority
- (c) Review and update Program operations manual as and when required in consultation with DoLF and Program financiers.
- (d) Prepare regular monthly and quarterly progress reports on all Program components and activities listed above
- (e) Assist the line departments in recruitment and contract management of training providers, processors and other consultancy services as needed
- (f) Prepare and manage procurement process for various consultancy services and contracts including not limited to those limited above
- (g) Prepare and manage implementation of the grievance redressal mechanism (GRM) on behalf of the DoLF PMU and prepare detailed reports on complaints received and managed

5. Implementation Arrangements

- 5.1 The Consultant will work closely with the Program Coordinator, Program Management Unit (PMU), AAP Livestock Component to whom they will be reporting on a day-to-day basis. The consultants will establish their offices in the field. The Program Coordinator PMU will be representative of the client and may designate a Deputy Program Director of the PMU to coordinate all interfaces with the consultants. The Program Coordinator (and Deputy Program Director) will also provide support to the consultants in resolving various administrative issues which may arise during the course of assignment. Have coordination with other Program partners, including the Nutrition Section, Secretariat, established in P&D Department for the Program and to provide information related to the Program to apprise Program Steering Committee (PSC) and Task Force.
- 5.2 The consultants' Team Leader will be the principal contact and will be expected to be readily available during Program implementation. The consultants shall be responsible for all aspects of performance of services as set forth in the preceding sections of these TORs.
- 5.3 The PMU will be responsible for providing the existing data and information including all documents and reports prepared so far relating to the Program.
- 5.4 **Duration of the Assignment:** The estimated duration of the Consultancy services is 60 months.

6. Team Composition & Qualification Requirements for the Key Experts

- 6.1 The indicative key experts will include the following staff to support the Program Management Unit (PMU) for AAP:
 - a) Team Leader (Senior Socio-Economist) Key Staff
 - b) Training & Capacity Building Specialist Key Staff
 - c) Livestock Management & Marketing Specialist Key Staff
 - d) Technical Specialist (Anthropology) Key Staff
 - e) Communication and Community Development expert -Key Staff (also responsible for GRM establishment and monitoring)
 - f) Environmental specialist Support Staff
 - i) Social Development and Gender specialist Support staff
 - j) Finance manager Support staff (To provide expenditure detail and financial reports)

- 6.2 The above composition of key experts may be reviewed and revised during Program implementation subject to agreement between the client and consultants management and in consultation with the financiers.
- 6.3 Remuneration and other miscellaneous charges (Transport, TA/DA etc.) of these specialists are to be included in the cost of contract.

7. Reporting Requirements and Time Schedule for Delivery

Reporting: The consultants will prepare the following reports in English and provide the copies as per Appendix-D regarding Deliverables and Schedule, along with respective soft copies:

- (a) An inception report
- (b) Detailed Program implementation plan
- (c) Monthly and quarterly implementation progress reports
- (d) A mid-term implementation progress and issues report on format acceptable to the client and financiers
- (e) Implementation Completion and Results Report on format acceptable to the client and financiers
- (f) Reports listed in section 3 above
- (g) Bidding documents for the contracts listed in section 3 above
- (h) Any special reports as may be necessary from time to time for specific item/issue within the scope of the assignment

Time Lines

Sr. #	Documents	No. of Copies	Time line
1.	Draft Inception Report	5	30 days after the Consulting Services Agreement
2.	Final Inception Report	15	One week after the issuance of Client comments on Draft Inception Report
3	Monthly Progress Report	10	10 th of the every following month
4	Quarterly Progress Report	10	10 th of the first month of following quarter
5	Annual Progress Report	10	During first month of the following year
6	Revised Planning Commission Proforma-I (PC-I) / Plan	50	As and when required
7	Draft Program Completion Report	5	At completion of physical works/activities and six months before the Program closing date
8	Final Program Completion Report	25	One week after the issuance of Client comments on Draft Inception Report
9	Planning Commission Proforma-IV (PC-IV)	50	At completion of Program activities
10	Special Reports	10	As and when specified

8. Client's Input and Counterpart Personnel

- (a) Services, facilities and property to be made available to the Consultant by the Client: Reports and Livestock assets for distribution
- (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:

i. Program Coordinator

- Organize periodic meetings with Consultant.
- · Supervise the field work and evaluate the performance of Consultant
- Verify the identified accountable areas of Consultant and manage remedial arrangement.
- Scrutinize the list of feasibility studies provided by the consultant that may be subsequently included in the Program design and manage provision to shape it.

ii. Deputy Program Director I & II

- Attend the periodic meetings with Consultant
- Verify the identified accountable areas of Consultant and report to Program Coordinator.
- Collect reports from Consultant and keep record and their onward transmission to the authorities.

iii. Divisional Hub Officer

- Perform Field work including identification families, formation of VBOs in collaboration with Consultant.
- Conduct trainings and awareness to progressive Livestock farmers regarding livestock management and health care management in collaboration with Consultant.

9. RESULTS FRAMEWORK AND OUTPUT INDCATORS

Goal: To contribute to the reduction of stunting and malnutrition by promoting livestock production for consumption among critical households

Indicator	Baseline	Out put Indicator	Year 1 (2016-2017)	Year 2 (2017-18)	Year 3 (2018-19)	Year 4 (2019-20)	Year 5 (2020-2021)
Households with increased awareness of how livestock products contribute to a healthy diet MPI data cross checked by NGO-led situational analysis and village targeting activity		Creation of Messages and materials for use in BCC and awareness received by No. HH	2,460	54,000	60,000	68,000	80,000
		No. of individuals trained in livestock management	246	5,400	6,000	6,800	8,000
Households with		Percentage of which are women					
increased awareness of how livestock products contribute	Project MIS tracking	No. of HHs receiving poultry and feed	0.00	9,359	9,600	7,607	0.00
to a healthy diet and the ability to produce	attendance roles	No. of HHs receiving goats	0.00	9,359	9,600	7,607	0.00
livestock products		No. of HHs receiving vaccination services	5,000	86,332	96,843	132,830	132,830
		No. of HHs receiving drenching services	5,000	86,332	96,843	132,830	132,830

Section 3. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1.	Technical Proposal Submission Form	21
Form TECH-2.	Consultant's Organization and Experience	22
A - Consulta	nt's Organization	22
B - Consultar	nt's Experience	23
	Comments and Suggestions on the Terms of Reference and on es to be Provided by the PA	
A - On the To	erms of Reference	24
B - On Coun	terpart Staff and Facilities	25
Form TECH-4. Assignment	Description of Approach, Methodology and Work Plan for Per	
Form TECH-5.	Team Composition and Task Assignments	27
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff	28
Form TECH-7.	Staffing Schedule ¹	30
Form TECH-8.	Work Schedule	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

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.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated 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 staff. 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 Firm:	
Address:	

^{1 [}In case Paragraph 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 is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff v	vithin the assignment:

For FTP Only

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 another, 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 PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

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

(For small or very simple assignments the PA should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (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 Staffing,
- a) <u>Technical Approach and Methodology</u>. 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 PA), 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) <u>Organization and Staffing.</u> 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 staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1.	Proposed Position [only one candidate shall be nominated for each position]:
2.	Name of Firm [Insert name of firm proposing the staff]:
3.	Name of Staff [Insert full name]:
4.	Date of Birth:Nationality:
5.	Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6.	Membership of Professional Associations:
7.	Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8.	Countries of Work Experience: [List countries where staff 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 staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
Fre	om [Year]: To [Year]:
En	nployer:
Po	sitions held:

[List all tasks to be performed under this assignment]	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: PA: Main project features: Positions held: Activities performed:					
describes me, my qualifications described herein may lead to m						
Full name of authorized represe	entative:					

FORM TECH-7. STAFFING SCHEDULE¹

N°	Name of Staff		Staff input (in the form of a bar chart) ²										Total staff-month input				
IN		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreig	gn											A					
seen 1		[Home]															
1		[Field]															
2													-				
3																	
n																	
				<u> </u>	L						Subto	tal					
Local																	
,		[Home]															
1		[Field]															
2																	
n								2111111111111									
											Subtot	al					
											Total						

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

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

NIO	Activity ¹		Months ²											
N°	Activity	1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3												41		
4														
5														
n														

¹ Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA 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

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1.	Financial Proposal Submission Form	33
Form FIN-2.	Summary of Costs	34
Form FIN-3.	Breakdown of Costs by Activity ¹	35
Form FIN-4.	Breakdown of Remuneration ¹	36
Form FIN-4.	Breakdown of Remuneration ¹	38
Form FIN-5.	Breakdown of Reimbursable Expenses ¹	39
Form FIN-5.	Breakdown of Reimbursable Expenses	41
Appendix.	Financial Negotiations - Breakdown of Remuneration Rates	42

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission of Gratuity
We understand you are n	ot bound to accept any Propo	sal you receive.
We remain,		
Yours sincerely,		
[10] [10] [10] [10] [10] [10] [10] [10]	tory:	
Address:		

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

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2. SUMMARY OF COSTS

	Costs			
Item	Indicate Foreign Currency	Indicate Local Currency		
Total Costs of Financial Proposal ²				

¹ Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description: ³						
	Costs						
Cost component	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency]			
Remuneration ⁵							
Reimbursable Expenses 5							
Subtotals							

- Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. Breakdown of Remuneration¹

(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 Time Based)

Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home]					
		[Field]					
		Production and the second of	Established with ordinary and ordinary				
		HOTE AND					
Local Staff							
	9	[Home]					
		[Field]					
					Mary Arthau		
		*					
		management and the second of t	The second of th				
			Total Costs				

¹ Form FIN-4 shall be filled for each 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 work.
- 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-4. Breakdown of Remuneration¹

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

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

Local Staff		
		[Home] [Field]
		[Field]
	1	
	1	

- 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-5. Breakdown of Reimbursable Expenses¹

(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 Time Based)

N°	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel 6							

- 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-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Ouantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5. Breakdown of Reimbursable Expenses

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

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel 4		

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.

³ Indicate route of each flight, and if the trip is one- or two-ways.

⁴ 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:

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

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

(vii) Subsistence Allowances

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

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

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

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

Sample Form

Consulting Firm: Assignment:	Country: Date:						
Consultant's Representations	Regarding Costs and Charges						
We hereby confirm that:							
(a) the basic salaries indicated in the attached to reflect the current salaries of the staff members list the normal annual salary increase policy as applied							
(b) attached are true copies of the latest salary	b) attached are true copies of the latest salary slips of the staff members listed;						
(c) the away from headquarters allowances in agreed to pay for this assignment to the staff members.	dicated below are those that the Consultants have bers listed;						
(d) the factors listed in the attached table fo firm's average cost experiences for the latest the statements; and	r social charges and overhead are based on the ree years as represented by the firm's financial						
(e) said factors for overhead and social charg profit-sharing.	es do not include any bonuses or other means of						
[Name of Consulting Firm]							
Signature of Authorized Representative	Date						
Name:							
Title:							

Consultant's Representations Regarding Costs and Charges

(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges 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
Home	Office								
Fi	ield T								
									E .

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

II. General Conditions of Contract

1. 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, thereunder Rules 2010.
- (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 listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, 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 the 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/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- "SC" means the Special Conditions of Contract by which the GC (n) may be amended or supplemented.
- "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- "In writing" means communicated in written form with proof of receipt.

Contract

1.2 Law Governing This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

This Contract is executed in the language specified in the 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 are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

Integrity Pact

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
 - recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

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

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modifications or Variations

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

2.5 Force Majeure

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

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

2.6.3Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

3.3 Confidentiality

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

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

3.5 Consultant's
Actions
Requiring
PA's Prior
Approval

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

- entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents
 Prepared by
 the Consultant
 to be the
 Property of
 the PA
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

5.1 Assistance and Exemptions

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

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

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

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

6.3 Contract Price

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

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

6.5 Terms and Conditions of Payment Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Resolution

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

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

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: Attention: Facsimile: E-mail: Consultant:
	Attention: Facsimile: E-mail:

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7	The Authorized Representatives are:				
	For the PA:				
	For the Consultant:				

1.8 PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

- the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.
- 2.2 The date for the commencement of Services is [insert date].
- 2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen 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 Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];
 - (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];
 - (c) professional liability insurance, with a minimum coverage of [insert amount and currency];
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant 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 Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: [insert actions].}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

(3.7 (b)) Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelated

to this Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

- **Note**: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."
- 6.1 Procuring Agency shall indicate bid security not less than 1% and above 5% Performance security shall not exceed 10% of contract amount
- 6.3 The amount in Pak Rupees or in foreign Currency [insert amount].

6.5 The accounts are:

for foreign currency or currencies: [insert account]

for local currency: [insert account]

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.

Note: This sample clause should be specifically drafted for each contract.

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

Appendix A

(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

CONTRAC	IS WORTH AS.	10.00 MELION ON MORE
Contract No	Dated	
Contract Value:		
Contract Title:		
induced the procurement from Government of Since	of any contract, ri th (GoS) or any a	Supplier] hereby declares that it has not obtained or ght, interest, privilege or other obligation or benefit administrative subdivision or agency thereof or any ough any corrupt business practice.
it has fully declared the given or agreed to give a either directly or indirect associate, broker, const commission, gratification or otherwise, with the o	brokerage, comm nd shall not give of ly through any natultant, director, p i, bribe, finder's fe object of obtaining r obligation or ben	oing, [name of Supplier] represents and warrants that ission, fees etc. paid or payable to anyone and not or agree to give to anyone within or outside Pakistan tural or juridical person, including its affiliate, agent, romoter, shareholder, sponsor or subsidiary, any see or kickback, whether described as consultation fee g or inducing the procurement of a contract, right, effit in whatsoever form from GoS, except that which of
arrangements with all per	sons in respect of	e and will make full disclosure of all agreements and or related to the transaction with GoS and has not to circumvent the above declaration, representation or
not making full disclosure of this declaration, repre privilege or other obligation	, misrepresenting esentation and wa on or benefit obtainedies available to	y and strict liability for making any false declaration, facts or taking any action likely to defeat the purpose uranty. It agrees that any contract, right, interest, ned or procured as aforesaid shall, without prejudice GoS under any law, contract or other instrument, be
agrees to indemnify GoS practices and further pay any commission, gratification	for any loss or dar compensation to o ation, bribe, finder of obtaining or ind	exercised by GoS in this regard, [name of Supplier] mage incurred by it on account of its corrupt business GoS in an amount equivalent to ten time the sum of r's fee or kickback given by [name of Supplier] as ucing the procurement of any contract, right, interest, atsoever form from GoS.
Name of Buyer:	Sig	ne of Seller/Supplier:nature:

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services
- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Term

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

3. Payment

A. <u>Ceiling</u>

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

"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:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where R_l is the adjusted remuneration, R_{lo} 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_{lo} is the official rate of inflation for the month of the date of the Contract."

5. Project Administratio

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. <u>Timesheets</u>

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

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

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and

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