REQUEST FOR PROPOSAL (RFP)

<table>
<thead>
<tr>
<th>Request for proposal:</th>
<th>Ref: SH/RFP/2020/</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Title:</td>
<td>Rehabilitation of Persons with Mental &amp; Physical Disability</td>
</tr>
<tr>
<td>Pre bid session</td>
<td>07th February, 2020 at 12:05 pm</td>
</tr>
<tr>
<td>Bid closing date &amp; Time:</td>
<td>28th February 2020 12:00 pm</td>
</tr>
<tr>
<td>Bid opening Date:</td>
<td>03rd March 2020 at 2:00 pm</td>
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</tbody>
</table>

Dear Sir / Madam,

**Subject: REQUEST FOR PROPOSALS FOR Rehabilitation of Persons with Mental & Physical Disability**

A. Society for Human Rights and Prisoners’ Aid is non-governmental organization registered under Voluntarily Social Welfare Registration and Control Ordinance, 1961 vide registration # VSWA/ICT/300. The organization is working on human rights, Gender base violence and Persons with Disability and empowerment of marginalized youth since 1999 with geographical coverage of three province Punjab, Sindh and KPK. SHARP started its operations in Kpk in year 2014 with four offices in Peshawar, Kohat, Haripur and Mardan.

You are requested to submit a proposal for Rehabilitation of Persons with Disability as detailed in Terms of Reference. Your proposal could form on the basis for a contract between your company and SHARP - Pakistan.

To enable you to submit a proposal, please find enclosed.

a) **Annex-I:** Terms Of Reference (TOR) containing a description of required services.
b) **Annex-II:** Conditions for service contracts.
c) **Annex-III:** Price Proposal Form
d) **Annex-IV:** Vendor registration form, which you are requested to fill in and return with your proposal.
e) **Annex-V:** Details of Evaluation
f) **Annex-VI:** GENERAL Terms and conditions

This letter is not to be construed in any way as an offer to contract with your company.

**Manner of Submission:**

Your proposal should be prepared in English.
Your proposal shall comprise the following two sets of documents:
   a) Technical component, and
   b) Financial component.

Your proposal, in original shall be sealed in an outer and two inner envelopes as detailed below:

The outer envelope shall be addressed as follows:

**Project Director**
**Society for Human Rights and Prisoners’ Aid (SHARP-Pakistan)**
**House No. 253, Hadi Lane opposite VIP Guest House, Old Bara Road**
**University Town Peshawar**
**Land Line: 091-5702102 Fax number: 091-5702108**
Both the inside envelopes shall indicate your firm’s name and address. The first inner envelope shall be marked “Technical Proposal” and contain the technical component of your proposal. The second inner envelope shall be marked “Financial Proposal” and include your price component.

Proposals must be received by SHARP at the above address on or before 28th February 2020 before COB 12:00 pm. Any proposal received after this date or sent to another address may be rejected. SHARP may, at its discretion, extend the deadline for the submission of proposals, all notifying all prospective contractors in writing. The extension of the deadline may accompany a modification of the RFP documents prepared by SHARP - Pakistan at its own initiative or in response to a clarification requested by a prospective contractor.

You are requested to hold your proposal valid for 90 days from the deadline of the submission. SHARP will make its best effort to select a company within this period.

Please note that the cost of preparing a proposal and of negotiating a contract, including any related travel, is not reimbursable and cannot be included as a direct cost of the assignment.

Any requests for clarification should be referred to Mr. Waqas Khan, at waqas@sharp-pakistan.org SHARP may, at its discretion, copy any reply to a particular question to all other invited firms/institutions.

We would appreciate your informing us by email as to:

a. Your receipt of this request for proposal.

b. Whether or not you will be submitting a proposal.

**Content of Technical Component:**

The technical component of your proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

**Description of the Firm and Firm’s qualifications:**

i. The organization registration with SECP, Social Welfare etc.,

ii. Registration with tax authorities and name appearing active tax payer list of FBR.

iii. Registration with Medical Board or other relevant department as per applicable law.

iv. Having NOC from District Administration and relevant Ministry to work in KP

v. **EARNEST MONEY:** Your offer must be accompanied by an earnest money amounting to PKR 100,000 (Rupees one hundred thousand only) in the form of Demand Draft/Pay Order in favor of SHARP (Society for Human Rights and Prisoners’ Aid). **Earnest Money must be attached with the technical part of bid.** Demand Drafts from unsuccessful bidders will be returned to the respective suppliers as soon as possible whereas the earnest money from the successful suppliers will be retained until completion of services as per agreement.

vi. **Experience of institute/firm**

   a. Having at least 05 years of experience of providing service to Person with Disability (PWD’s)

   b. Prior experience of working with Government and donor-based project in the area of health (Physical Disabilities)
c. Having sound internal control mechanism and strong organization policy.

d. List of clients / projects completed Number of Government clients.

vii. Capacity of the Firm

i. Active registration with relevant authority (Health, Social Welfare, SECP etc.,)

ii. Having at least dedicated full time core staff in Finance Administration and Project Management.

iii. Having full time / Part time technical staff in the field of Physiotherapy, Psychiatric and psychologist, Audiologist and other professionals related to the medical field.

iv. Should have capacity to arrange training/awareness sessions

viii. Financial Soundness of the Firm

i. Having computerized system in place and sound financial policies.

ii. Undertaking for making payments through banking channels payments over PKR.20,000.

iii. Minimum Annual Turnover of 05 million/year or over.

iv. Audit statements for 03 years.

v. Filing of Annual tax returns of 03 years.

Documentary proof of the above-mentioned requirement must be provided by bidders in their Technical Proposal, which will be used for evaluation. Financial proposals of only technically qualified bidders would be opened.

Financial Component:

Your separate financial component must contain an overall quotation in PKR. In addition, the component must cover all the services to be provided mentioned in Annex IV (Price Proposal Form).

Note: SHARP payments terms are within 30 days after receipt of documents in order.

Evaluation in Proposals

A point system will be used in evaluating the proposals, both technically and commercially. Technical component will be assigned with 60% weightage, while Financial Component will be assigned with 40% weightage. Financial proposals of only Technically Qualified bidders would be opened. To be declared technically qualified bidder should obtained at least 60% scores.

Award will be made to highest scoring firm, calculated as follows:

Total Score= 60% of Technical Score + 40% of Financial Scores or
The technical component will be evaluated using the following criteria:

1. **Registration of Firm** with the Government, Tax Authorities and Relevant Regulatory Authority (NOC from Ministry of Interior to Operate) (Mandatory)
2. Experience of the Firm (20 Marks)

i. Number of years in Business, Max 10 marks (Up to 03 years, 0 marks, 3 to 5 years=05 marks, 5-8 years= 08 marks and 8 and above=10 marks)

ii. Number of experiences with clients (Govt, UN, INGO, NGO), Max 10 marks (Up to 02 clients= 2 marks, 2 to 5 clients=05 marks, 5-8 clients= 08 marks and 8 and above=10 marks)

3. Capacity of the Firm (20 marks)

iii. Registration with concerned authorities (Health, Social welfare, SECP, etc.); 04 marks

iv. Number of full-time employees including management, max 04 marks (up to 10-15 employees =2 marks, From 15 above=02 marks)

v. Number of staff on payroll, Max 04 Marks (15-20= 02 marks, 20 and above = 04 marks)

vi. Training facilities and training courses for security personnel, Max 04 Marks (02-05 trainings = 02 marks, 05 and above trainings = 04 marks)

vii. HR and Recruitment policy, Max 04 marks (Yes= 04, No=0 marks)

4. Financial Soundness of the firm (20 marks)

viii. Annual Turnover will be assessed (audit reports or bank statement for last one year should be submitted) (Annual Turnover of up to PKR 05 million=02 marks, from more than PKR 05 million to 10 million = 03 marks, Above PKR 10 million and above= 04 marks)

ix. Having computerized system in place and sound financial policies. (04 marks)

x. Undertaking for making payments through banking channels payments over PKR.20, 000. (04 marks)

xi. Audit statements for 03 years. (04 marks)

xii. Filing of Annual tax returns of 03 years. (04 marks)

The financial proposal will be considered in the following manner:

The maximum number of points will be allotted to the lowest acceptable price proposal that is opened and compared among those invited firms/institutions. All other financial proposals will receive points in inverse proportion to the lowest price; e.g., (Lowest Price) / (Quoted Price) * 100= points for other vendor’s Price Component.

We look forward to receiving your proposal and thank you for your interest

Yours faithfully,

CEO

SHARP - Pakistan
Annex-I

TERMS OF REFERENCE (TOR)

Presentation of SHARP:


Society for Human Rights and Prisoners’ Aid (SHARP) is striving for a human rights friendly Pakistan since 1999 by working for the well being of vulnerable segments of the society through various means, by it advocacy, community services, capacity building, emergency response and etc. SHARP has had experience of working with various population groups (refugees, IDPs, women, street children etc.) in different thematic areas including Protection, Child Protection, Emergency Response, Advocacy, Education, Infrastructure development, health, and other rights based approaches throughout the country.

All the initiatives carried out by SHARP focus on ensuring equal opportunities for the deprived segments of the society through improved access to justice. SHARP concentrates on building capacities, ensuring promotion of human rights and access to justice by developing linkages and narrowing the gap between the deprived sections of the society and government institutions like law enforcement agencies, police, judiciary, government machinery and the national and international humanitarian community that are responsible for providing justice and ensuring rights of the poor and needy segments of the society.

Geographical coverage:

SHARP advocates the rights of the deserving and distressed individuals and communities across Pakistan. The ongoing interventions in the thematic areas of protection, child protection, livelihoods and education are being carried out in Islamabad capital territory, Punjab, Khyber Pakhtunkhwa (KPK), Sindh and Azad Kashmir, which are managed through the field offices in the locations. The head office of SHARP is based in Islamabad.

Population of concern:

SHARP is an ardent advocate of diversity and therefore, believes in mainstreaming age, gender and diversity (AGD) in all its interventions. The areas of expertise held by SHARP are in the thematic areas of protection, child protection, women empowerment, livelihoods, education and emergency response. And SHARP indiscriminately responds to the needs of affected population.

Organizational response strategy:

SHARP recognizes the current Human Rights state in Pakistan and keeping in view the current rights-based approaches prevalent within our country; SHARP has developed a three-pronged strategy to deal with the adverse socio-economic and politico-legal situation in Pakistan. These are as follows:
1. Carrying out community and policy advocacy for the population of concern
2. Developing strategic partnerships with the likeminded stakeholders
3. Carrying out service delivery and capacity building initiatives

1.1 SHARP - PAKISTAN hereby invites companies to submit their proposal to provide services for assessment, rehabilitation and treatment of Persons with Disability (PWD’s) as follows:

- The organization have qualified and trained medical / administrative / finance staff on board to carry out assessment and treatment of PWD’s.
- The organization has its own built hospitalization facilities available for OPD/IPD.
- The organization has sufficient resources (assets / equipment / facilities) for implementation of service contract.
- The organization has sound internal control/ policies / mechanism in place to ensure proper utilization of funds.
- Track record of timely delivery of services and meet deadlines.
- Proof of organization registration and approval from medical council/board.
- Undertaking for Compliance with national legislation and other law.
- The organization must provide proof of financial soundness
- The organization audited by qualified chartered accountant firm having satisfactory QCR
- The organization is active tax payer and its name appear in active tax payer list
- The organization has governance system in place to ensure transparency and accountability.
- Having knowledge / working experience of / with donor funded organizations.

1.3. SITE FOR Re-Habilitation Centers

The sites are the following where your services will be required;

<table>
<thead>
<tr>
<th>SITE-1</th>
<th>SITE-2</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHARP Liaison Office</td>
<td>SHARP Field Office</td>
</tr>
<tr>
<td>House No. 253, Hadi Lane,</td>
<td>House No. 162, Street-5</td>
</tr>
<tr>
<td>Opposite VIP Guest House</td>
<td>Sector – K, Sheikh Maltoon Town,</td>
</tr>
<tr>
<td>Old Bara Road,</td>
<td>Mardan</td>
</tr>
<tr>
<td>University Town, Peshawar</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SITE-3</th>
<th>SITE-4</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHARP Field Office</td>
<td>SHARP Field Office</td>
</tr>
<tr>
<td>Nawaz House, Street-1</td>
<td>House No. 82, street, 9,</td>
</tr>
<tr>
<td>Near Railway Crossing</td>
<td>Phase – I KDA, Kohat</td>
</tr>
<tr>
<td>Talokar Road, Haripur</td>
<td></td>
</tr>
</tbody>
</table>

**Hours of Operations:** 08am-4:30pm
3.0 SPECIFIC TERMS OF REFERENCE

3.1 Purpose

Standard Operating Procedures (SOP): SOPs for the provision services. A detailed version of the SOPS will be made part of the contract and will be presented to the selected service provider, upon the signing of the contract.

3.2 Assessment of identified (450-500) with disability and designed of appropriate target intervention

3.3 Conduct Rehabilitation and physiotherapy/clinical assessment of identified PWDs in Kohat, Haripur, Mardan and Peshawar as recommend specialized services including immediate and long term interventions based on person-centre approach.

3.4 Identify Person with Disabilities, including home visits and other assessments

3.5 Establish adequate services to respond to individual cases.

3.6 Provide emergency support services to PWDs in need of urgent specialized services

3.7 Capacitate refugee, outreach volunteers to safely identify, refer and provide effectively and timely respond to PWDs

Access to specialized service for identified Person with Disabilities strengthened

- Provision of specialized services to PWDs based on rehabilitation and physiotherapy assessment
- Establish adequate services to respond to individual cases.
- Provision of support services including assistive devices
- Training and capacity building of professionals working with persons with disabilities
- Training of caregivers and family members to offer required support services to facilitate healing at household and community level.
Conditions for Service Contracts

Annexure-II

All submissions must be written in English. Where the original documents are not available in English, the contractor shall attach a certified translation of the said document.

1. Technical Proposal (Technical Envelope):

In respect of article 9 above, the bidder must submit the following documents:

- Copy of the Register of Ministry of Health and Or Chamber of Commerce and industries articles of association of the hospital/health institutions
- Audited financial statements for the past 01 fiscal years (2018-19)
- Project plan for the management of the contract
- A description of its relevant experience on this particular field, supported with examples of similar services provided
- Documents proving compliance to Social Security of the Country (e.g. Tax Clearance, etc.)
- List of equipment to be made available for this contract insurance certificate for professional liability of the bidder

2. Financial Proposal (Financial envelope)

The financial proposal will include:

- A bid submission form, fully completed and signed (using format as described in Appendix B)
- A general table summarizing pricing

The overall quoted price shall be free and clear of all taxes whereas the applicable taxes shall be quoted separately.

The contract proposal (Annex VI) completed and initialed by authorized signatory will remain mandatory part of agreement.
### Annex-III

**PRICE PROPOSAL**
*(to be sealed under cover of separate envelope marked (financial proposal))*

<table>
<thead>
<tr>
<th>S/No.</th>
<th>Services</th>
<th>No. of PWDs</th>
<th>Unit Price</th>
<th>Sales Tax@</th>
<th>Total per head/per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>01</td>
<td>Assessment of PWD’s</td>
<td>500</td>
<td>Peshawar</td>
<td></td>
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<td></td>
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<td></td>
<td>Kohat</td>
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<td>Mardan</td>
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<td></td>
<td></td>
<td></td>
<td>Haripur</td>
<td></td>
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<tr>
<td>02</td>
<td>Rehabilitation &amp; treatment of PWD’s</td>
<td>250</td>
<td>Peshawar</td>
<td></td>
<td></td>
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<td></td>
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<td>Kohat</td>
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<td>Mardan</td>
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<td></td>
<td></td>
<td>Haripur</td>
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</table>

Note: Number of PWDs in total may increase or decrease (subjected to diagnostic assessment)
Price to be quoted in PKR

Bid Validity: ___________

Bidder Name: _________________________

Representative Sign: _________________________

Company Stamp _________________________
# VENDOR REGISTRATION FORM – ANNEX IV

## Section 1: Company Details and General Information

1. **Name of Company:**

2. **Street Address:**

3. **P.O. Box and Mailing Address:**

   - **Postal Code:**
   - **City:**
   - **Country:**

4. **Tel:**

5. **Fax:**

6. **Email:**

7. **WWW Address:**

8. **Contact Name and Title:**

9. **Email:**

10. **Parent Company (Full legal / officially registered company name):**

11. **Subsidiaries, Associates - name, city, country (attach a List if necessary):**

12. **International Offices/Representation (Countries where the Company has local Offices/Representation):**

13. **Type of Business (Mark one only):**

   - [ ] Corporate/ Limited
   - [ ] Partnership
   - [ ] Other (specify):

14. **Nature of Business:**

    - [ ] Manufacturer
    - [ ] Authorised Agent
    - [ ] Trader
    - [ ] Consulting Company
    - [ ] Other (specify):

15. **Year Established:**

16. **Number of Full-time Employees:**

17. **Licence no./State where registered:**

18. **VAT No./Tax I.D:**

19. **Technical Documents available in:**

   - [ ] English
   - [ ] French
   - [ ] Spanish
   - [ ] Russian
   - [ ] Arabic
   - [ ] Chinese
   - [ ] Other (specify)

20. **Working Languages:**

   - [ ] English
   - [ ] French
   - [ ] Spanish
   - [ ] Russian
   - [ ] Arabic
   - [ ] Chinese
   - [ ] Other (specify)
### Section 2: Banking Information

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<table>
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<tbody>
<tr>
<td>21. Bank Name:</td>
<td>22. Branch Name:</td>
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<tr>
<td>23. Branch Address:</td>
<td>24. Tel. number:</td>
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<tr>
<td>25. Fax number:</td>
<td></td>
</tr>
<tr>
<td>26. Bank Account Number:</td>
<td>27. Account Name:</td>
</tr>
<tr>
<td>30. International Bank Account Number (IBAN):</td>
<td></td>
</tr>
<tr>
<td>31. Routing Bank details (if applicable): full details to be provided as per above</td>
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### Section 3: Technical Capability and Information on Goods / Services Offered

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<tr>
<td>32. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):</td>
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<td>33. For Goods only, do those offered for supply conform to National/International Quality Standards?</td>
<td></td>
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<tr>
<td>Yes ☐</td>
<td>No ☐</td>
</tr>
<tr>
<td>34. List below up to a maximum of ten (10) of your core Goods/Services offered:</td>
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<tr>
<td>Description (one Line for each Item)</td>
<td>National/International Quality Standard to which Item conforms</td>
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![Sharp logo]
Section 4: Experience

35. Annual Value of Total Sales for the last 2 Years:

<table>
<thead>
<tr>
<th>Year</th>
<th>PKR</th>
<th>Year</th>
<th>PKR</th>
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</table>

36. Annual Value of Export Sales for the last 3 Years: If applicable

<table>
<thead>
<tr>
<th>Year</th>
<th>PKR</th>
<th>Year</th>
<th>PKR</th>
</tr>
</thead>
</table>

37. If available, please provide a copy of the company's latest annual or audited Financial Report.

Do you have outstanding bankruptcy, judgment or pending legal action that could impair operating as a **going concern**? Yes ☐ No ☐

Section 5: Official not to benefit

46. By signing this VRF, potential vendors confirm that they have read, understood and will comply with the SHARP policy on the “zero tolerance” that strictly prohibits the acceptance of any type of gift and/or hospitality by SHARP staff members participating in the procurement process. Please confirm.

Yes ☐ No ☐ Any breach of this clause may lead to the termination of all contracts your Company may have with

<table>
<thead>
<tr>
<th>Title:</th>
<th>Name:</th>
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<tbody>
<tr>
<td>Signature:</td>
<td>Functional</td>
</tr>
<tr>
<td>Date:</td>
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</tbody>
</table>

Please courier the completed BID documents to:

Project Director
SHARP KP
H#253, Hadi Lane, Opposite VIP Guest House, Old Bara Road, University Town Peshawar
Tell# 0915702102, Fax# 0915702108
Annex V

DETAILS OF THE EVALUATION

To be responsive, offers must contain all information required in each envelop as described above. Responsive offers will be the subject of a three-stage evaluation procedure detailed as follows:

Technical evaluation will be undertaken in accordance with Evaluation Criteria mentioned in the RFP.

Financial bids of all technically qualified bidders (bidders securing 60% or more marks) will be opened and evaluated as mentioned in the RFP.

Annex VI

General Terms and Conditions for the Purchase of Goods, Works and Services

The submission of any bid shall constitute acceptance of the SHARP General Terms and Conditions for the Purchase of Goods, Works and Services, except to the extent they may be modified by special conditions attached to the Contract or Purchase Order (PO). These General Terms and Conditions are then an integral part of the Contract or PO to which they are attached.

No additional or inconsistent provisions and no variations in or modifications of that Contract or PO made by the Contactor shall be binding unless agreed to in writing by the SHARP (hereinafter called the SHARP).

The Contactor shall not assign or transfer any of its obligations under the Contract/PO. It shall be solely responsible for the performance of the Contract/PO in every respect. The Contactor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contactor shall immediately report to the SHARP in writing any problems encountered which may jeopardize the performance of the Contract/PO.

The Contactor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO. The Contactor agrees to provide the works or services (hereinafter called the “Services”), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contactor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contactor’s industry, having due regard for the nature and purposes of the SHARP as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the SHARP’s designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contactor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contactor shall promptly replace any member of the Contactor’s project team that the SHARP considers unfit or otherwise unsatisfactory. The Contactor represents and warrants that it is in compliance with all the applicable laws of the remuneration of the Contactor shall constitute the sole remuneration in connection with the Contract/PO. Contactor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contactor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
Contractor or the contractor’s employees, subcontractors and subcontractor’s employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

The financial liability of the SHARP under this Contract/PO shall not exceed the total amount of the Contract/PO. Nothing in the Contract/PO is subject to the laws of Govt of Pakistan, unless otherwise specified in a specific provision of the contract/PO.

The Contractor shall procure and maintain during the entire period of performance of this Contract/PO, all adequate insurance required by law in the jurisdiction where the Services will be performed. Upon request of the SHARP, the Contractor shall be able to furnish evidence of such insurance, or can be asked to take complementary coverage in order to meet the requirements of the present article.

The Contractor shall furnish all documents and technical information that the SHARP may deem necessary for the performance of the Contract/PO. The Contractor shall, in the language requested, attach to each unit of the goods any information necessary for their maintenance and operation.

Exclusive of taxes, he shall show these taxes and customs duties on a separate line in the invoice, and the payment will be made free and clear of these taxes and customs duties.

Payment will normally be made through check or bank transfer within 30 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) at the following address:

Admin Finance Department
H#253, Hadi Lane, Opposite VIP Guest House, Old Bara Road,
University Town Peshawar

Appropriate documentation should accompany all invoices.

Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Contract/PO, shall be asserted within six (6) months after its termination.

The Contract/PO Number must appear on all invoices, shipping documents, packing slips, packages and correspondence.

The SHARP may, at any time by written order designated or indicated to be a change order, make changes to the Contract/PO or any part thereof.

If any such change increases or decreases the cost of and/or the time required for the performance of any part of the Contract/PO, an equitable adjustment shall be made in the Contract/PO price or time schedule or both, and the Contract/PO shall accordingly be amended. No change in, modification of, or revision to the Contract/PO shall be valid unless in writing and signed by an authorized representative of the SHARP.

Prices indicated in the Contractor’s bid shall, at all times, be deemed to be firm and not subject to revision. The Contractor warrants that the Services provided under this Contract/PO will conform to the specifications, or other descriptions furnished or specified by the SHARP.

If the Contractor fails to comply with the above requirements, the SHARP may after notice to the Contractor, take action at the Contractor expense which in the opinion of the SHARP is necessary.

The Contractor shall ensure that itself and all Contractor personnel observe and comply with all applicable safety rules including those specified by the Contractor and the SHARP and the SHARP’s fire, safety and security regulations. The
Contractor shall ensure that any work areas assigned by the SHARP to the Contractor are cleaned daily and remain free of hazards.

The SHARP may at any time suspend the performance of the Contract/PO or any part thereof, even for its convenience, by a written notice specifying the part to be suspended, the effective date and the anticipated period of suspension. The SHARP shall not be responsible for the cost of the Contractor’s further performance of the suspended part after the Contractor has been directed to suspend performance.

Suspension of the Contract/PO shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

The SHARP may, by written notice, without the authorization of a court or any other authorization and without prejudice to any other remedy, terminate the Contract/PO in whole or in part: If the Contractor fails to perform any of its contractual obligations and does not immediately rectify such failure after receipt of a written notice by the SHARP;

If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally as they mature. For convenience, without assigning any reason Termination of the Contract/PO in whole or in part by the Bank is not limited to a fundamental breach of Contract/PO and shall not prejudice or affect the accrued rights or claims and liabilities of either party to this Contract/PO.

If the SHARP terminates the Contract/PO pursuant to paragraph 12.1 (i), the SHARP may procure, upon such terms and in such manner as it may deem appropriate, services and works similar to those not delivered and the Contractor shall be liable for any excess costs or damage caused to the SHARP by the Contractor’s default. The SHARP reserves the right to offset costs, incurred by it in relation to the termination of the Contract/PO, from any monies due. In case of partial termination of the Contract/PO, the Contractor shall continue performance of the Contract/PO to the extent not terminated.

If the SHARP terminates the Contract/PO pursuant to paragraph 12.1 (iii)

For convenience, the notice of such a termination shall state that termination is for the SHARP’s convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. The SHARP will issue an equitable adjustment, not to exceed the total Contract/PO price, to compensate Contractor for:

(i) The Contract/PO price for the Services accepted by SHARP but not paid previously and adjusted for any savings,
(ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses; (iii) the cost of settling and paying other Contractors, subcontractors under terminated agreements properly chargeable to the terminated portion of the Contract/PO and not included in items (i) and (ii) hereof; and (iv) a reasonable profit on item (ii) above.

If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, the SHARP may in its sole discretion do any or a combination of the following: (i) declare void or terminate this Contract; (ii) declare the Consultant ineligible to contract with the SHARP or to enter into contracts financed by the SHARP; and (iii) pursue legal proceedings against the Contractor. For purposes hereof,

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the procurement process or in Contract/PO execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract/PO to the detriment of the SHARP, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the SHARP of the benefits
of free and open competition.

The period of performance of the Services shall be as stated on the front of the Contract/PO. The schedule for submitting deliverables shall be as stated either in the statement of works attached to this Contract/PO or in front of this Contract/PO. Deliverables must be completed within the specified period.

13.2 If the Contractor fails to perform the Contract/PO or any part thereof within the specified period, the SHARP may, without prejudice to any other remedy under the Contract/PO, deduct from the Contract/PO price, as liquidated damages, a sum equal to 0.5% of the Contract/PO value for each week of delay until actual performance, up to a maximum of 5% of the Contract/PO value.

The Contractor shall be liable for all damages arising from its action or that of its agents, of which he or its agents could be held liable under the applicable laws.

The Contractor shall bear the full financial consequences of any material damage or personal injuries, including death which, through its action or that of its agents, may be suffered by himself, its agents, the SHARP or its agents or any third party.

The Contractor undertakes to indemnify and hold the SHARP and its agents and principals harmless against all claims, suits and losses that are due to personal injury (including death) or property damage to the extent caused, or alleged by a claimant to have been caused, connection with the performance of the Services under this Contract/PO, by (i) improper or defective work performed by the Contractor; (ii) improper or defective machinery, materials, supplies, implements, equipment or appliances provided, installed or used by the Contractor; and (iii) negligent or wrongful acts or omissions of the Contractor.

The Contractor agrees to indemnify and hold harmless the SHARP, its officers, employees and agents against all claims, suits and losses that arise from patent, trademark and/or copyright infringement by the Contractor. The Contractor further agrees and indemnifies the SHARP in any action against the SHARP by the Contractor’s employees seeking further compensation for claims covered by the Contractor’s worker’s compensation insurance. The obligation set out in this Article shall survive the expiration or termination of the Contract/PO.

The Contractor shall not, while performing the Contract/PO or at any time thereafter, use, or disclose in any manner prejudicial to or incompatible with the interests of the SHARP any information of a restricted or confidential nature that may come to its knowledge in connection with the performance of this Contract/PO. The Contractor shall not use the SHARP’s name or emblem without prior written authorization.

The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this purchase order amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable
to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the Session Court shall become the appointing authority.

The arbitration shall take place in; Islamabad shall be in the English language. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy. Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the SHARP under the Agreement Establishing the SHARP, international conventions or any other applicable laws.

The provision of this article shall remain in force after the termination of this contract. This Agreement shall be governed by, enforced and construed in accordance with the laws of Government of Pakistan. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under the Contract/PO, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party. The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder. During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure. In the event of Force Majeure which delays performance of the Contract/PO or any part thereof by more than thirty (30) days, either party shall have the right, by notice to the other party, to terminate the PO.

If any provision of the Contract/PO is held to be invalid or unenforceable, the remainder of the Contract/PO will remain in full force and effect, and such provision will be deemed to be amended to the minimum extent necessary to render it enforceable.

The deliverable reports) and other creative work of the Contractor called for by this Contract/PO, including all written, graphic, audio, visual and other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media, (the “Deliverable Work”) is being specially commissioned as work made for hire in accordance with the applicable copyright, data protection and design laws of the country governing the Contract/PO originated. The SHARP is the proprietor of the Deliverable Work from the time of its creation and owns all right, title and interest therein throughout the world including, without limitation, copyrights and all related rights. To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the applicable copyright, data protection and design laws of the country governing the Contract/PO, then the Contractor hereby irrevocably transfers and assigns to the SHARP all of its right, title and interest, throughout the Pakistan and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person, General Terms and Conditions for the Purchase of Goods, Works and Services.