

REQUEST FOR PROPOSAL (RFP)

Ref: SH/RFP/18/140

22nd April 2018

Society for Human Rights and Prisoners' Aid (SHARP-Pakistan)
House No. 2, Postal Colony, CMT Road
Golra Morr, Islamabad
Office Phone: +92-51-2315171-2, 2315132, 2211740

Dear Sir / Madam,

Subject: REQUEST FOR PROPOSALS FOR SECURITY SERVICES

You are requested to submit a proposal for security services as detailed in Terms of Reference. Your proposal could form 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:** Contents of the proposal.
- 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 documents:

- a) Technical component, and
- b) Price 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:

Both the inside envelopes shall indicate your firms 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 "**Price Proposal**" and include your price component.

Proposals must be received by SHARP at the above address **on or before 07th May 2018 at 10:00 a.m.** 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 nor can it be included as a direct cost of the assignment.

Any requests for clarification should be referred to Mr. Jahanzeb Aftab, at jahanzeb@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. Registration of Firm with the Government, Tax Authorities and Relevant Regulatory Authority (NOC from Ministry of Interior to Operate) (Mandatory)**
- ii. 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 delivery/deployment of guards.
- iii. Experience of institute/firm**
 - a. Number of years in Business
 - b. Number of Government clients
 - c. Number of NGO clients
 - d. Number of INGO or UN clients
- iv. Capacity of the Firm**
 - a. Number of full time employees

- b. Description of management of firm
- c. Number of armed and un-armed guards on payroll
- d. Training facilities and training courses for security personnel
- e. Details of backup security arrangements
- f. Recruitment policy for security personnel

v. Financial Soundness of the firm

- a. Annual Turnover will be assessed (audit reports or bank statement for last one year should be submitted)

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.

Price Component:

Your separate price component must contain an overall quotation in PKR. In addition, the price 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 70% weight-age, while Financial Component will be assigned with 30% weight-age. Financial proposals of only Technically Qualified bidders would be opened. To be declared technically qualified bidder should obtained at least 60% score.

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

Total Score= 70% of Technical Score + 30 % 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 (40 Marks)**
 - a. Number of years in Business, Max 5 marks (Up to 03 years= 0 marks, 3 to 5 years=2 marks, 5 years and above=5 marks)
 - b. Number of Govt. clients, Max 10 marks, (up to 3 clients=5 marks, 4 to 7 clients=8 marks, 8 and above=10 marks)
 - c. Number of NGO clients, Max 10 marks (up to 3 clients=5 marks, 4 to 7 clients=8 marks, 8 and above=10 marks)

- d. Number of INGO clients, Max 10 marks (up to 3 clients=5 marks, 4 to 7 clients=8 marks, 8 and above=10 marks)
- e. Number of UN clients, Max 05 Marks (up to 2 clients=3 marks, 3 and above=05 marks)

3. Capacity of the Firm (30 marks)

- a. Number of full time employees, Max 06 Marks (up to 50 employees =2 marks, From 70 to 100= 04 marks, From 100 and Above= 06 marks)
- b. Number of armed and un armed guards on payroll, Max 06 Marks (500-1000, 02 marks, 1000-1500 = 04 marks, 1500 and Above = 06 marks)
- c. Training facilities and training courses for security personnel, max 06 Marks (02-05 trainings = 02 marks, 05-07 trainings = 04 marks, 07 and Above = 06 marks)
- d. Details of backup security arrangements, Max 06 Marks(Response time two hours & Above = 02 marks, Response time within two hours = 04, marks Response time within one hour = 06 marks)
- e. Recruitment policy for security personnel, Max 06 Marks(Army Person = 02 marks, Army Person + Past Experience = 04, Army Person + Past Experience + Verification from Local P. Station = 06)

4. Financial Soundness of the firm (30 marks)

- a. Annual Turnover will be assessed (audit reports or bank statement for last one year should be submitted) Max 30 (Annual Turnover of up to PKR 05 million = 05 marks, from more than PKR 05 million to 10 million= 10 marks, , Above PKR 10 million to PKR 25 million= 20 marks, above PKR 25 million= 30 marks)

The price proposal will be taken into account 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 price 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,

Syed Liaqat Banori
Chairman
SHARP - Pakistan

Annex-I

TERMS OF REFERENCE (TOR)

Presentation of SHARP:

Society for Human Rights and Prisoners Aid (SHARP), is a Non-Profitable, Non-Political and Non-Governmental Organization (NGO) registered with the Voluntary Social Welfare Agencies, Islamabad Capital Territory under Registration and Control Ordinance 1961 (XLVI of 1961). It got Registration No. VSWA/ICT/300 on 11th March 1999.

Society for Human Rights and Prisoners' Aid (SHARP) is striving for a human rights friendly Pakistan since 1999 by working for the wellbeing of vulnerable segments of the society through various means, by its advocacy, community services, capacity building, emergency response and etc. SHARP has had experience of working with various population groups (refugees, IDPs, women, juvenile delinquents, street children, prisoners and 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 all 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 aforementioned 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 of 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 guarding services to office premises for a period of one year, renewable twice upon satisfactory performance as follows:

- The security guards shall be equipped with suitable and functional security equipment including torches
- The company is to operate a functional and operational control room which provides communication capability between manned posts and the control room.
- All supervisors and supervisory vehicles shall be equipped with communications equipment (cellular telephones) to enable supervisors to communicate with both the control room and manned posts
- The company must maintain a rapid response service between manned posts and control room. All personnel manning response vehicle shall be adequately trained and equipped;
- Training standards of personnel are to be maintained and meet the requirements of SHARP.
- Personnel shift rotation and methods of rotation (supervisor/self-posting) are to be stipulated
- Company policy on uniform allocation. This should include provision of corporate style uniforms where required (Residences and Offices).
- Capacity to meet site manning capability in event of absenteeism or ill health
- Redundancy in communication equipment must be catered for
- Proof of Company registration with applicable National Registration Authority
- Compliance with National legislation relating to minimum wages, statutory working hours and overtime allowances.
- Ad Hoc services available on request (Escort services, additional site personnel, Protocol and escort services)
- Supervisory Patrol vehicles and/or motor cycles must be supplied and be operational at all times.
- Supervisory visits of all posts must take place at least two times per shift. Visits must be recorded in a site Occurrence Book.
- All manned posts shall maintain registers as stipulated by SHARP.
- Insurance coverage
- Compensation for loss or damages of the property within the premises

1.3. SITE FOR GUARDING

The sites are the following and are located within the major cities of KPK, Punjab and Sindh:

SITE 1

SHARP project Head Office
House No. 2, Postal Colony
CMT Road, Golra Morr,
Islamabad.

1.3.1 SITE 2

SHARP Field Office
House No. 365, Pak Block
Allama Iqbal Town,
Lahore

1.3.3 SITE-3

SHARP Field Office
House NO. 5-A, Rehman Street, Usama
Garden, Near Muslim Colony
Mianwali

1.3.4 SITE-4

SHARP Field Office
House No. B-204/A, Block 10,
KDA Scheme No. 24
Gulshan-e-Iqbal, Karachi

1.3.5 SITE-5

SHARP Field Office
Nawaz House, Street-1
Near Railway Crossing
Talokar Road, Haripur

1.3.6 SITE-6

SHARP Field Office
House No. 162, Street-5
Sector – K, Sheikh Maltoon Town,
Mardan

1.3.7 SITE-7

SHARP Liaison Office
House No. 253, Hadi Lane,
Opposite VIP Guest House
Old Bara Road,
University Town, Peshawar

HOURS OF OPERATION

- 24 hours security services in day and night security shifts, Shifts and change- over times after 12 hours
- There will be regular positions for 27 guards, each guard will work 48 hours per week, followed by one day OFF.
- Therefore a total of 27 (Twenty seven) Guards must be employed to provide 24/7 manning cover for this operation to be provided as detailed:

Location	Roster	Roster	Lady Guard	Remarks
Karachi	2xguards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	1 x L/guard 0700-1730	L/guard Sat/Sun OFF
Lahore	2x guards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	Nil	
Mianwali	2x guards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	Nil	
Haripur	2x guards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	Nil	
Mardan	2x guards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	Nil	
Peshawar	2x guards (0700-1900 hrs)	1 x guard (1900-0700 hrs)	Nil	
Islamabad	5x guards Mon to Fri (0700-1900 hrs) 2 x guards Sat/Sun (0700-1900 hrs)	2 x guards (1900-0700 hrs)	1 x L/guard 0700-1730	L/guard Sat/Sun OFF

3.0 SPECIFIC TERMS OF REFERENCE

3.1 Purpose

General Orders: General Orders for the provision of security services. A detailed version of the general orders will be made part of the contract and will be presented to the selected service provider, upon the signing of the contract

3.4 Manner of Performance of Duty and Uniform

a. Guard personnel will be firm yet courteous, efficient and tactful at all times while in the performance of their duties. They must be able to read, write and speak English, coherently in order to fully understand and comply with all General and Post Guard Orders.

3.5 Guard Conduct

a. General and Post Orders: The local guards will be required to follow the SHARP General Orders and Post Orders for each guard post.

3.6 Alcoholic Beverages/Narcotics and Dangerous Drugs

Relief by an intoxicated person is prohibited. If a guard has reason to believe that their relief is

intoxicated, they will not allow themselves to be relieved and will immediately notify the Senior Guard, Shift In-charge or Supervisor.

- a. The drinking of intoxicating beverages on duty, by guard personnel, will be strictly prohibited. Guards will not drink alcoholic beverages on duty or off duty.
- b. The use of illegal substances, such as narcotics, dangerous drugs, marijuana, hashish, etc., at any time, by members of the guard force, is strictly prohibited. Any guard who is observed using, or in possession of, an illegal substance shall be removed from the Local Guard Force immediately. When a guard is required to take medication on the order of his physician, the Guard Supervisor must be notified. Where it is determined that such medication may adversely affect the guard's ability to perform his/her duties, the guard will be prohibited from being assigned to post.
- c. Post Log: Each guard post is provided with a Post Log. Post Logs provide specific instructions relative to the guard service to be provided at the guard post. It is the responsibility of each guard assigned to maintain the Post Log in the following manner

3.8 Responsibility of the Shift Supervisor

The Shift Supervisor will be responsible for assuring the Post Logs are properly maintained and that all appropriate entries are made in accordance with the foregoing instructions.

3.9 Official Incident Report:

An Incident Report shall be prepared in all cases where an incident arises which are not of a routine nature.

3.10 Visitors

The security guard will be expected to receive guests in accordance with SHARP visitor procedures

4.0 TELEPHONE AND RADIO COMMUNICATION:

- a. The guard while on duty and handling official telephone calls or inquiries will be expected to be courteous and polite and assist the caller if possible. All official information calls and inquiries will be referred to the proper person or to SHARP staff member.
- b. The telephone located on guard posts and radios issued to the guards or the guard posts, will be used for official business only

4.1 Removal of SHARP Property

- a. The guards will be expected to be observant of all employees or visitors departing SHARP OFFICES/facilities to prevent unauthorized removal of any SHARP property.

4.2. Safeguarding Official Information. Records and Documents

The guards shall be expected to keep confidential and safeguard any official information, records and documents, and shall not disclose unauthorized personnel.

4.3. The Use of Deadly Force

The use of a firearm by local guards serves as a defensive weapon. The guard's use of a firearm to apply Deadly Force is justified as follows:

- a. Deadly Force will only be used after all non-violent efforts are exhausted to stop a life threatening disturbance at any post manned by the guards.
- b. Deadly Force will only be used to protect the life of the guard or person on the post from lethal bodily harm by another individual or individuals. The oral threat of bodily harm is insufficient justification for the use of Deadly Force.

- c. Abusive and/or obscene language directed at the guard or another individual is insufficient justification for the use of Deadly Force.
- d. Any person attempting to use lethal force on a guard, or lethally assaulting the guard or another individual, or in any way causing the death of another individual, constitutes sufficient justification for the use of Deadly Force.
- e. The use of Deadly Force represents the last resort by a guard for the restoration of order.

4.4 **Fire Prevention and Reporting**

The guards should frequently review the General and Post Orders in the event of an emergency. It is important that only correct and prescribed procedures are followed in order to minimize the emergency. SHARP designated Security representative will establish emergency procedures.

a. **General:** The objectives of fire prevention and reporting, in the order of their importance are to:

- Inform Guard Supervisor and/or activate the fire alarm, prior to attempting to extinguish the fire.
- Prevent the fire from starting.
- Inform employees in the immediate vicinity of the fire and order them to evacuate the area immediately.
- Prevent the loss of life and property in case a fire should start.
- Confine the fire to its place of origin.

b. **Preventive Measures**

The security will be expected to be constantly on the lookout for fire hazards, particularly in waste cans and electrical equipment whenever a fire hazard is discovered, it will be immediately reported to the Designated SHARP Officials.

Know where the various types of fire extinguishers are located, particularly those nearest to the guard's assigned post. And know which is appropriate for the type of fire being fought.

Contents of the Proposal

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 Commerce and/or articles of association of the company
- Audited financial statements for the past 3 fiscal years (2015, 2016 and 2017 or the latest)
- 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.)
- qualifications and level of competency of each key staff to be assigned to the execution of the contract (use format as described in Appendix C)
- 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 6) completed and initialed (but not signed) by authorized person(s).

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

<u>S/No.</u>	<u>Location</u>	<u>No. of guards</u>	<u>Unit Price</u>	<u>Sales Tax@</u>	<u>Total per head/per month</u>
01	Karachi	03			
02	Karachi	01 x Lady Guard			
02	Lahore	03			
03	Mianwali	03			
04	Islamabad	07			
05	Islamabad	01 x Lady Guard			
06	Haripur	03			
07	Mardan	03			
08	Peshawar	03			
	Total:	27			

SHARP may require proof (Salary slips) indicating that guards earn the actual amount indicated in the quote

The number of guards may reduce or increase;

The figures mentioned above are an estimate;

VENDOR REGISTRATION FORM –ANNEX IV

Section 1: Company Details and General Information

1. Name of Company:

2. Box and Mailing Address:

Street Address: 3. P.O.

City:

Postal Code:

Country:

4.

Tel: 5. Fax:

6. Address:

Email: 7. WWW

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:

Section 3: Technical Capability and Information on Goods / Services Offered

32.. Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (please provide a Copy of your latest Certificate):

33. For Goods only, do those offered for supply conform to National/International Quality Standards?

Yes No

34. List below up to a maximum of ten (10) of your core Goods/Services offered:

Description (one Line for each Item)	National/International Quality Standard to which Item conforms

Section 4: Experience

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

Year _____ : PKR _____ Year _____ PKR _____

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

Year _____ : PKR _____ Year _____ PKR _____
Year _____ PKR _____

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

Name:
Functional Title:
Signature:
Date:

Please courier the completed BID documents to:

**Administration-Department
SHARP Islamabad
House No. 2, Postal Colony, CMT Road,
Golra Morr, Islamabad**

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 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.

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 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 Contractor 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 Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to the Bank, unless otherwise stated. The Contractor shall immediately report to the SHARP in writing any problems encountered which may jeopardize the performance of the Contract/PO.

The Contractor 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 Contractor 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 Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor'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 Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's project team that the SHARP considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of the remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor 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 Contractor 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 SHARP.

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 or relating thereto shall be construed as constituting a waiver of the

privileges or immunities of the SHARP.

This Contract/PO is subject to the laws of Government 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

House # 2, Postal Colony, CMT Road, Golra Morr, Islamabad

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.

The submission of any bid shall constitute acceptance of SHARP General Terms and Conditions for the Purchase of 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 Society for Human Rights and Prisoners' Aid – Pakistan (hereinafter called SHARP).

The Contractor 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 Contractor shall indicate the Contract/PO number on all correspondence which shall be addressed to SHARP, unless otherwise stated. The Contractor shall immediately report to SHARP in writing any problems encountered which may jeopardize the performance of the Contract/PO.

The Contractor 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 SHARP to perform the Contract/PO.

The Contractor 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 Contractor undertakes to perform the Services hereunder in accordance with the highest standards of professional competence and integrity in the Contractor's industry, having due regard for the nature and purposes of SHARP as national 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 business-like manner;
- (2) In accordance with any specific instructions issued from time to time by SHARP designated Officials; and
- (3) To the extent consistent with the above as economically as sound business judgment warrants.

The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's team that SHARP considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of the remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor 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 Contractor 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 SHARP.

The financial liability of SHARP under this Contract/PO shall not exceed the total amount of the Contract/PO.

Nothing in the Contract/PO or relating thereto shall be construed as constituting a waiver of the privileges or immunities of SHARP.

This Contract/PO is subject to the laws 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 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 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.

Payment will normally be made through check or bank transfer within 10 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later. Invoices must be sent in original at the following address:

SHARP
House No. 2, Postal Colony CMT Road,
Golra Morr, Islamabad

The Contract/PO Number must appear on all invoices and correspondence.

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 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 SHARP.

If the Contractor fails to comply with the above requirements, SHARP may after notice to the Contractor, take action at the Contractor expense which in the opinion of 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 SHARP's fire, safety and security regulations. The Contractor shall ensure that any work areas assigned by SHARP to the Contractor are cleaned daily and remain free of hazards.

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. 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.

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 SHARP;

If the Contractor becomes insolvent or bankrupt or ceases paying its debts generally including remuneration to its staff within the five (5) beginning days of the month. For convenience, without assigning any reason, termination of the Contract/PO in whole or in part by SHARP 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 SHARP terminates the Contract/PO pursuant to paragraph 12.1 (i), 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 SHARP by the Contractor's default. 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 SHARP terminates the Contract/PO pursuant to paragraph 12.1 (iii) for convenience, the notice of such a termination shall state that termination is SHARP's convenience, the extent to which the performance under the Contract/PO is terminated, and the effective termination date. 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,
- (ii) (ii) the costs incurred in the performance in the work terminated, including initial and preparatory expenses;
- (iii) If the Contractor is found to have engaged in any corrupt or fraudulent practices in connection with the Contract/PO, sharp may in its sole discretion do any or a combination of the following:
 - (i) Declare void or terminate this Contract;
 - (ii) Declare the Contractor ineligible to contract with SHARP or to enter into contracts financed by 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 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 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, 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, SHARP or its agents or any third party.

The Contractor undertakes to indemnify and hold SHARP and its personnel 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 unprofessional services performed by the Contractor;
- (ii) (iii) Negligent or wrongful acts or omissions of the Contractor.

The Contractor agrees to indemnify and hold harmless SHARP, its property, officers, employees and beneficiaries against all claims, suits and losses that arise from patent, trademark and/or copyright infringement by the Contractor. The Contractor further agrees and indemnifies SHARP in any action against 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 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 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. This Agreement shall be governed by, enforced and construed in accordance with the laws 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 or entity.