



# Society for Human Rights and Prisoners' Aid (SHARP)

Striving for a Human Rights friendly Pakistan

## INVITATION TO BID FOR PROCUREMENT OF Generators

ITB No:	Ref: SH/ITB/2021/0002
Tender Title:	Procurement of Generators
Publication Date	03 <sup>rd</sup> Oct 2021
Pre bid session	15 <sup>th</sup> Oct 2021
Bid closing date & Time:	20 <sup>th</sup> Oct 2021, 10:00am
Bid opening Date & Time:	20 <sup>th</sup> Oct 2021, 11:00am

Dear Sir / Madam,

**Subject: Procurement of Generators**

- 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 empowerment of marginalized youth since 1999 with geographical coverage of three province Punjab, Sindh and KPK.

You are requested to submit a bid for **Procurement of Generators** as detailed in Terms of Reference.

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

- a) **Annex-I:** Introduction to SHARP-PAKISTAN
- b) **Annex-II:** Description of required services & Price Proposal
- c) **Annex-III:** Bidder Check List Form
- d) **Annex-IV:** BIDDER'S QUESTIONNAIRE
- e) **Annex-V:** BIDDER'S ETHICAL DECLARATION
- f) **Annex-VI:** Vendor registration form
- g) **Annex-VII:** Details of Evaluation
- h) **Annex-VIII:** 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 single set of documents:

- a) Financial component along with technical details.
- b) Bid security 5% of the quoted amount.

The bid must be submitted in original (in sealed envelope ) addressed to Procurement Officer to below mentioned address:

**Society for Human Rights and Prisoners' Aid (SHARP-Pakistan)**

**House No. 26-B, Street # 687, G-13/3, Islamabad**

**Land Line: 051-2300809/810**

The tender will be conducted using SHARP standard bidding documents, open to all qualified suppliers and service providers. The Bidding Documents in English and free of cost can be downloaded at [www.sharp-pakistan.org](http://www.sharp-pakistan.org).

Bids must be submitted in sealed envelope on or before **on 20<sup>th</sup> Oct 2021, 10:00am** by hand or thru courier at Address: H. No 26-B, Street no 687 G-13/3 Islamabad. Phone: +92 512300809 / 2300810/03461119515. Late Bids will not be entertained.

Your offer must be accompanied by 5% of the total quoted amount (Bid Security) in the form of Demand Draft in favor of SHARP (Society for Human Rights and Prisoners' Aid). Without Bid Security bid will not be considered.

The successful bidder will be required to submit 10% of performance security before award of contract. 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 work.

A tender opening session will take place **on 1100 Hours** at above mentioned address on **20/10/2021**

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.

#### Type of Open Competitive Bidding

- Single Stage - Two Envelope Procedure shall be followed. This is as follows:
- The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;

#### **Description of the Firm and Firm's qualifications:**

- Registration of Business:** (NTN, STRN, Form H, Incorporation Certificate, whichever is applicable)
- Registration with tax authorities and name appearing active tax payer list of FBR.**
- Earnest Money:** Your offer must be accompanied by 5% of the total quoted amount (Bid Security) in the form of Demand Draft/Pay Order in favor of SHARP (Society for Human Rights and Prisoners' Aid). Without Bid Security bid will not be considered. 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 work.
- Bidder Check List Form**
- Bidder's Questionnaire**
- Bidder's Ethical Declaration**
- Vendor registration form**

#### **Financial Component:**

Your separate financial component must contain an overall quotation in PKR inclusive of all applicable taxes as per government laws. In addition, the component must cover all the services to be provided mentioned in Annex II

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

Yours faithfully,



**Introduction to SHARP-PAKISTAN**

**Présentation 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 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

**Annex-II:****Description of required services & Price Proposal**

SHARP(Society for Human Rights & Prisoners' Aid), implementing the project "[Protection and Mixed Solution to Afghan Refugees and Asylum Seekers in Pakistan under UNHCR project partnership agreement, is inviting suppliers under close tender process of for the purchase of estimated the following items for Peshawar, Islamabad & Karachi Office; delivery deadline is "within 07 days of award of contract". Mention rates with inclusive of all applicable taxes

Sr	Item	Description/ Specifications	Rate	Estimated Qty	Total
1	<b>Supply and Installation of Diesel Generator Set</b>	<ul style="list-style-type: none"> <li>• Output 12 kva or Equivalent</li> <li>• With Sound Proof Canopy</li> <li>• Power factor 0.8 lagging</li> <li>• Voltage (+- 5%)400/230 Volts</li> <li>• Frequency 50 hertz</li> <li>• Speed1500 rpm</li> <li>• Temperature 40 Degree Celsius</li> <li>• Fuel Tank built-in</li> <li>• Low Oil Pressure Shut Down,</li> <li>• High Coolant Temperature Shut Down</li> </ul>		04	
2	<b>Supply and Installation of Diesel Generator Set</b>	<ul style="list-style-type: none"> <li>• Output 15 kva or Equivalent</li> <li>• With above mentioned Specs or equivalent</li> </ul>		04	
4	<b>ATS</b>	Suitable for 10 to 15 KVA Genset.		04	
5	<b>Installation</b>	<ul style="list-style-type: none"> <li>• Earthing</li> <li>• Foundation pad</li> <li>• Loading/unloading</li> <li>• AoB</li> </ul>		4 Unit	
6	<b>Transportation</b>	• Peshawar		2	
		• Karachi		1	
		• Islamabad		1	
7	<b>Cables</b>	04 Core 10mm		Per Meter	
		03 Core 2.5mm		Per Meter	
		Others			

**2.1. SITE FOR Delivery**

Generator Set Quantity 02	Gandapur House # 68-C2-A Sahibzada Abdul Qayum Road University Town Peshawar.
Generator Set Quantity 01	House no 26B, street 687, G-13/3 Islamabad
Generator Set Quantity 01	House # B-204/A, Block-10, K.D.A Scheme No. 24 Gulshan-e-Iqbal, Karachi

**Hours of Operations: 08am-4:30pm**

## BIDDER'S CHECK LIST

**BEFORE SENDING YOUR BIDDING DOCUMENTS, PLEASE CHECK THAT EACH OF THE FOLLOWING ITEM IS COMPLETE AND RESPECTS THE FOLLOWING CRITERIA :**

Description	To be filled in by Bidder		For SHARP use only (to be filled in by Procurement Committee)		Comments
	Included		Present		
	Yes	No	Yes	No	
1. An original and one copy of the bid have been provided <b>(compulsory)</b>					
2. Instructions to Bidders is attached, filled, signed and stamped by the supplier. <b>(compulsory)</b>					
3. Offer Form is attached, filled, signed and stamped by the supplier. <b>(compulsory)</b>					
4. The prices in the Offer Form are in PKR or in other currency <b>(compulsory)</b>					
5. Vendor Registration form (Compulsory)					
6. Bidders Questionnaire Form is attached, filled, signed and stamped by the supplier. <b>(compulsory)</b>					
7. Bidder's Ethical Declaration is attached, filled, signed and stamped by the supplier. <b>(compulsory)</b>					
8. The Bidding documents are filled in English.					
9. ANNEXES – Proofs of past performances in a similar field of activity (e.g. past deliveries of similar items) are provided					
10. ANNEXES – A Copy of Company registration documents and license are included					
11. ANNEXES – Color pictures (or samples) of item(s) are included					

Name & Position of Bidder's authorized representative \_\_\_\_\_

Authorized signature \_\_\_\_\_

## BIDDER'S QUESTIONNAIRE

**A. Company Name:** \_\_\_\_\_

**B. Company Owner(s) / Partners full names:**

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_

**C. Company Legal Authorized Representative for this Tender:**

Complete \_\_\_\_\_ Name: \_\_\_\_\_

Position \_\_\_\_\_ in \_\_\_\_\_ the \_\_\_\_\_ Company: \_\_\_\_\_

Signature: \_\_\_\_\_

**D. Additional Information about the Company:**

1 Official Date of Registration: \_\_\_\_\_

2 Company Type / Profession as per Registration: \_\_\_\_\_

3 Full Name of the Three Company Representatives: \_\_\_\_\_

Name	Position	Location	Mobile Number

4 Total number of full time employees: \_\_\_\_\_

5 Company Telephone Number: \_\_\_\_\_

6 Company Fax Number: \_\_\_\_\_

7 Email Address: \_\_\_\_\_

8 Have you worked with NGOs before? If Yes, please list them with detailed information:

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

9 Have you worked on similar types of projects before? If Yes, please list them below with detailed information (if needed please provide separate list):

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

10 Bank Accounts:

*(Please mention yes or no only)*

In [Country]	In Pakistan	Other

11 Registration with government like NTN/STRN.

*(Please mention yes or no only)*

12. Previous experience in similar product

*(Please mention yes or no only)*

13. Do the offered specifications substantially conform to required specifications :

*(Please mention yes or no only)*

14. Delivery timeline acceptable (07 days) : Yes/No

**E. Past Performances:**

**1Contract Award History**

*Please the last supply contracts awarded by your company since 2015 up to now*

No	Project Description	Location	Partner Name	Duration	Project Cost (USD)
1					
2					
3					
4					
5					

**2Company Assets as of January 1<sup>st</sup> [year]:**

*Please list your Company main assets (machine, equipment, premises & warehouses, trucks & heavy machines, production center, etc)*

No	Description	Location/Address	Quantity
1			
2			
3			
4			
5			

I undersigned, certify that I am the designated legal representative of this Company, that the information provided above is correct and I am aware of the fact that I will be held responsible for providing false information.

I declare and certify that the information above is true and accurate to the best of my knowledge. I understand and accept any false or inaccurate information may result in the cancellation of any offer made by the Bidder, even if discovered later.

Name \_\_\_\_\_

Position: \_\_\_\_\_

Signature & Stamp: \_\_\_\_\_

Date: \_\_\_\_\_

**Annex-V:**

## BIDDER'S ETHICAL DECLARATION

Tenderer's name: \_\_\_\_\_

Tenderer's address: \_\_\_\_\_

### **CODE OF CONDUCT:**

#### **1. Labour Standards**

The labour standards in this code are based on the conventions of the International Labour Organisation (ILO).

- *Employment is freely chosen*

There is no forced, bonded or involuntary prison labour. Workers are not required to lodge 'deposits' or their identity papers with the employer and are free to leave their employer after reasonable notice.

- *Freedom of association and the right to collective bargaining are respected*

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment. Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers. Access to clean toilet facilities and potable water and, if appropriate, sanitary facilities for food storage shall be provided. Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

There shall be no new recruitment of child labour. Companies shall develop or participate in and contribute to policies and programmes, which provide for the transition of any child found to be performing child labour to enable her/him to attend and remain in quality education until no longer a child. Children and young people under 18 years of age shall not be employed at night or in hazardous conditions. These policies and procedures shall conform to the provisions of the relevant International Labour Organisation (ILO) standards.

- *Living wages are paid*

Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmarks. In any event wages should always be high enough to meet basic needs and to provide some discretionary income. All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment, and about the particulars of their wages for the pay period concerned each time that they are paid. Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the express and informed permission of the worker concerned. All disciplinary measures should be recorded.

- *Working hours are not excessive*

Working hours comply with national laws and benchmark industry standards, whichever affords greater protection. In any event, workers shall not on a regular basis be required to work in excess of the local legal working hours. Overtime shall be



voluntary, shall not exceed local legal limits, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

- *No discrimination is practised*

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

- *Regular employment is provided*

To every extent possible work performed must be on the basis of a recognised employment relationship established through national law and practice. Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

- *No harsh or inhumane treatment is allowed*

Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

## **B. Environmental Standards**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to the environmental impacts of their business. Detailed performance standards are a matter for suppliers, but should address at least the following:

- *Waste Management*

Waste is minimised and items recycled whenever this is practicable. Effective controls of waste in respect of ground, air, and water pollution are adopted. In the case of hazardous materials, emergency response plans are in place.

- *Packaging and Paper*

Undue and unnecessary use of materials is avoided, and recycled materials used whenever appropriate.

- *Conservation*

Processes and activities are monitored and modified as necessary to ensure that conservation of scarce resources, including water, flora and fauna and productive land in certain situations.

- *Energy Use*

All production and delivery processes, including the use of heating, ventilation, lighting, IT systems and transportation, are based on the need to maximise efficient energy use and to minimise harmful emissions.

- *Safety precautions for transport and cargo handling*

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to SHARP beneficiaries and staff as well as the suppliers's employees or those of its subcontractors.

## **C. Business Behaviour**

The conduct of the supplier should not violate the basic rights of SHARP's beneficiaries.

The supplier should not be engaged

1. in the manufacture of arms
2. in the sale of arms to governments which systematically violate the human rights of their citizens; or where there is internal armed conflict or major tensions; or where the sale of arms may jeopardise regional peace and security.
- 3.

## D. SHARP procurement rules and regulations

Suppliers should comply with SHARP procurement rules and regulations outlines in SHARP's Logistics Manual Version 1.3. or above. In particular, SHARP's procurement policy set out in Section 2.1 and 2.4. (contract awarding). By doing so, Suppliers acknowledge that they do not find themselves in any of the situations of exclusion as referred to under section 2.4.2.

### Operating Principles

The implementation of the Code of Conduct will be a shared responsibility between SHARP and its suppliers, informed by a number of operating principles, which will be reviewed from time to time.

SHARP will:

1. Assign responsibility for ensuring compliance with the Code of Conduct to a senior manager.
2. Communicate its commitment to the Code of Conduct to employees, supporters and donors, as well as to all suppliers of goods and services.
3. Make appropriate human and financial resources available to meet its stated commitments, including training and guidelines for relevant personnel.
4. Provide guidance and reasonable non-financial support to suppliers who genuinely seek to promote and implement the Code standards in their own business and in the relevant supply chains, within available resources.
5. Adopt appropriate methods and systems for monitoring and verifying the achievement of the standards.
6. Seek to maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

SHARP expects suppliers to:

1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contrSHARP or sub-contrSHARP and that conducted by home or other out-workers.
2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to SHARP.

Both parties will

1. require the immediate cessation of serious breaches of the Code and, where these persist, terminate the business relationship.
2. Seek to ensure all employees are aware of their rights and involved in the decisions which affect them.
3. Avoid discriminating against enterprises in developing countries.
4. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

### Qualifications To The Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, SHARP will purchase necessary goods and services from the most appropriate available source.

SHARP can accept neither uncontrolled cost increases nor drops in quality. It accepts appropriate internal costs but will work with suppliers to achieve required ethical standards as far as possible at no increase in cost or decrease in quality.

I undersigned [*tenderer's name*], agree to adopt the above Code of Conduct and to commit to comply with the labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer's authorized representative \_\_\_\_\_

Authorized signature \_\_\_\_\_

**VENDOR REGISTRATION FORM –ANNEX VI**

**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**

21. Bank Name: 22. Branch Name:
23. Branch Address: 24. Tel. number:
25. Fax number: 26. Bank Account Number:
27. Account Name: 28. Account currency:
29. Swift/Bank Identifier Code (BIC):
30. International Bank Account Number (IBAN):
31. Routing Bank details (if applicable): full details to be provided as per above

### 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:**

**SHARP Procurement Department Islamabad  
House # 26-B, Street 687, G-13/3,  
Islamabad  
Tel+92 51 2300809**

**Annex VII:**

**DETAILS OF THE EVALUATION**

To be responsive, offers must contain all information required as described above. Responsive offers will be the subject to technical evaluation and financial evaluation.

**Annex VIII:**

**General Terms and Conditions for the Purchase of Goods/Services**

The submission of any bid shall constitute acceptance of the SHARP General Terms and Conditions for the Purchase of Goods/ 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 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.

Payment will normally be made through check or bank transfer within 15 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) to Finance Department at the following address:

Finance Department  
H#26-B, street 687, G-13/3  
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 (03) 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 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 alter 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.