

PROCUREMENT POLICY



AIMING CHANGE FOR TOMORROW

Approved in BOD Meeting held on 7 July, 2012

Prepared by : Mr. Ghafoor Ahmed Qureshi, Manager Finance
Recommended by : Management Committee headed by CEO Approved
by : Board of Directors, ACT-International

Amended: : BOD: DATE: 23-MAY-2021

Amended: : BOD: DATE: 27-NOV-2024

Table of Contents

1. The Procurement Process	5
1.1 Procurement	5
1.2 Why is procurement important?	5
1.3 Code of practice	5
1.4 Tendering and quotations.....	6
1.5 What is a tender and quotation?.....	6
1.6 Tendering versus Quotations.....	7
1.7 Quotation process.....	8
1.8 Tendering Process.....	8
2. Single quotation	9
3. For Purchases of Goods & Services above PKR 10,000 up to PKR 1,499,999	11
3.1 Multiple Quotations.....	11
3.2 Process	12
4. For Purchases “Good & Services” above PKR 1,499,999 up to PKR 9.99 million	13
4.1 Prequalification process below PKR 9.99 million.....	13
4.1.1 The Invitation to prequalification	14
4.1.2 Preparing the Invitation to prequalification.	14
4.1.3 Prequalification requirements	15
4.1.4 Pre-Bid clarification.....	17
4.1.5 Receiving and opening Bids.....	17
4.1.6 Bid Review Committee (BRC)	18
4.1.7 Accepting Bids	18
4.1.8 Bid evaluation	19
4.1.9 Contract.....	19
4.1.10 RESTRICTED / NEGOTIATED with Prequalified Bidders.....	19
5. High-Value Contract Procurement Policy (Above PKR 9.99 Million)	19
5.1 Policy Overview.....	19
5.2 Step-by-Step Policy	19
5.2.1 Identify Needs	19
5.2.2 Prepare ITT (Invitation to Tender)	19
5.2.3 Advertise ITT	20
5.2.4 Receive Tenders	20

5.2.5	Open Tenders.....	20
5.2.6	Evaluate Tenders.....	20
5.2.7	Clarification of bids	21
5.2.8	Discriminatory and difficult conditions.....	21
5.2.9	Rejection of bids.....	21
5.2.10	Re-bidding	21
5.2.11	Select and Approve	21
5.2.12	Announcement of evaluation reports.....	22
5.3	Procedures of open competitive bidding.....	22
5.3.1	Single stage: one envelope procedure;.....	22
5.3.2	Single stage: two-envelope procedure;	22
5.3.3	Two stage bidding procedure. -	23
5.3.4	Two-stage - two-envelope bidding procedure. -	24
5.4	Conditions for use of single stage two envelope, two stage and two stage two envelope bidding procedures.-	25
6.	ACCEPTANCE OF BIDS AND AWARD OF PROCUREMENT CONTRACTS.....	25
6.1	Acceptance of bids.-	25
7.	Performance guarantee & Letter of Credit.-	26
8.	Limitation on negotiations.-	26
9.	Confidentiality.-	27
10.	Closing of contract.-	27
11.	MAINTENANCE OF RECORD AND FREEDOM OF INFORMATION	27
12.	REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES	27
13.	Arbitration.-	28
14.	Award Contract	28
15.	Procurement Procedures & Templates	29

1. The Procurement Process

This document will help to:

- Understand what procurement is,
- Know the difference between tenders and quotations,
- Understand the process and authorization limits,
- Follow the tender process from issuing an invitation to tender, to judging and accepting tenders; and
- Be aware of key issues in awarding contracts and contract management.

1.1 Procurement

Procurement covers the whole process of acquiring goods and/or services. It includes the following activities:

- ✓ Identifying the need,
- ✓ Specifying the need,
- ✓ Sourcing potential suppliers or service providers,
- ✓ Obtaining prices that are competitive,
- ✓ Evaluating proposals from potential suppliers or service providers,
- ✓ Placing orders,
- ✓ Making payment, and
- ✓ Receiving goods and services under the contract

This Procurement Policy has been approved by Senior management Team of ACT- INTERNATIONAL It sets out the responsibilities of all employees who are involved in procuring goods and services.

1.2 Why is procurement important?

Over nearly 5 million to 150 million of ACT-INTERNATIONAL annual budget will spent on buying goods and services. It is important that any purchases made are value for money (that is, the best possible quality at the least possible cost).

1.3 Code of practice

Every employee is responsible for ensuring ACT-INTERNATIONAL gets value for money in all purchases regardless of their size. Concerned staff should find out what other suppliers in the market place are offering.

It is expected that one must not use his/her position for personal gain and should comply with appropriate legislation and reject any business practice that could be considered improper. Non-compliance to this would result in disciplinary actions. It is expected from staff that they:

Must:

Retain sufficient records to show that they have complied with the Procurement Policy;
Declare any personal interest in a transaction.

Must not:

Disclose sensitive information about ACT-INTERNATIONAL or the suppliers; and Accept hospitality or gifts from vendors/suppliers other than those of a low intrinsic value (for example, pens, diaries and calendars).

1.4 Tendering and quotations

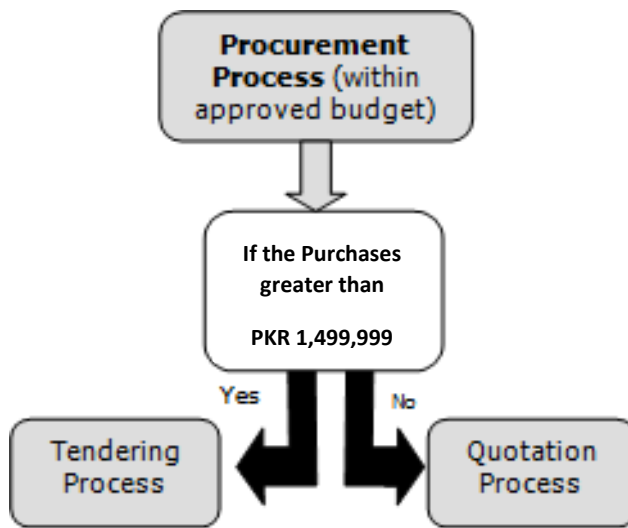
Any contracts made by or made for ACT-INTERNATIONAL need to comply with the Standing Orders, donor requirements if they exist and relevant laws.

Legal requirements supersede any donor and ACT-INTERNATIONAL requirements. The donor's requirements supersede any of ACT-INTERNATIONAL requirements (as stated in this process).

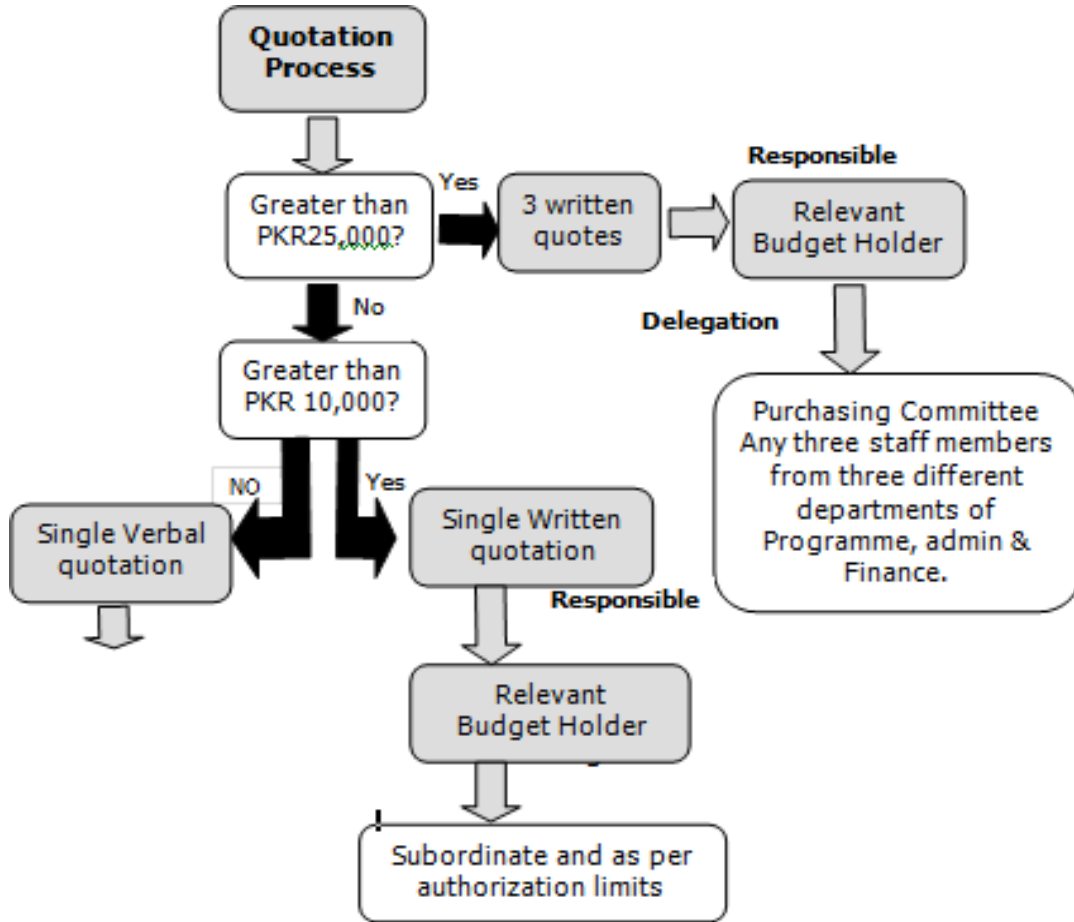
1.5 What is a tender and quotation?

A competitive tender is a formal written offer or bid to carry out work or to supply goods for a pre-stated price. There are strict conditions that apply to competitive tenders. A quotation is a formal statement of the estimated cost of goods or services. It may include a statement of how services will be delivered. The diagram below shows when to use the full tendering or quotation procedures.

1.6 Tendering versus Quotations

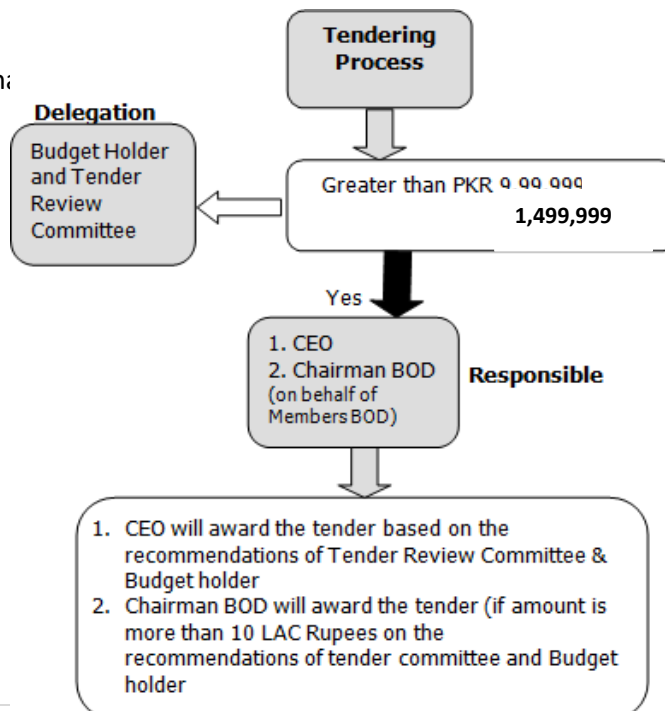


1.7 Quotation process



1.8 Tendering Process

For Purchases less than



2. Single quotation

Single quotation must be received in writing. Single Quotation process is permitted only if the purchase value is greater than PKR 10,000.

Before accepting, a single quotation special care is needed to ensure the price paid is fair and reasonable. Single quotations are allowed when the goods or services are of a regular nature and it is time & resources consuming and not possible to obtain quotes from suppliers every time;

Exception: There are possibilities when single quotation process has to be followed for purchases above than PKR 10,000. The reasons could be

- ✓ The goods or services are of a special nature and it is not possible to obtain quotes from suppliers;
- ✓ There is only one approved supply source for special equipment or services;
- ✓ There is really an unexpected need and time is too short to get the quotations.

However, a proper justification is required to be written and approved by budget holder. In no case, the value should exceed PKR 100,000 only in emergencies or circumstances unavoidable. Any staff member requiring any item to be procured will fill out carbonized Supplies Request Form (triplicate- White, Green & Yellow). It is the responsibility of staff member to get Supplies Request Form authorized by relevant budget holder.

- ✓ Copies of Supplies Request will be distributed as follows:
 - White Copy for Admin
 - Green Copy for Finance
 - Yellow Copy for requester

Administration will get the single quotation and get it approved by Budget holder and will place the purchase order.

- ✓ Copies of Purchase order will be distributed as follows:
 - White copy of PO for supplier
 - Green copy will be for Finance
 - Yellow copy will be for Admin department.

Once approval is taken on quotation by Budget holder, second approval on LPO is not required by Budget holder.

- ✓ Once the item is received, Goods Received Note GRN will be raised and will be countersigned by requester/team member for verification. Distribution of GRN is as follows

- White copy for Admin
- Green copy for Finance
- Yellow copy for Supplier if required

All items worth more than PKR 5000 where items mean any item whose life is more than one year will be assigned an Asset Tag number and will be recorded on the GRN as well as on the asset register.

All consumable items (life less than one year or consumed within one year) like stationary, Kitchen supplies, toners etc will not be tagged with asset numbers.

Every document will be having cross-reference code/number, which will help in identifying and maintaining the assets properly.

Purchase order will be raised for only non-consumable items. Those items which cannot be tagged like vehicle spare parts or tyres or any kind of services (worth less than PKR 10,000), GRNs will be raised but asset tag number will not be allocated.

A separate record of consumables will be kept:

3. For Purchases of Goods & Services above PKR 10,000 up to PKR 1,499,999

3.1 Multiple Quotations

The delegation of powers sets out the limits for tenders, quotations & services and identifies the level of approval required in every case including the items/ services required from registered prequalification vendors/ consultants or open market. The supplier's/ consultant's information is evaluated and the one that gives ACT-INTERNATIONAL the best value for money is selected. If the lowest quotation/ proposal is not the one chosen, then the reason for this needs to be entered on the Tender/ Quotation Review and Recommendation Sheet.

A quotation outlines the price a supplier is willing to charge for goods and services, which may include the fees of any consultants involved. The quotation & consultant proposals process is used when the cost is less than **PKR 1,499,999**. The people permitted to accept quotations / proposals can be found in the delegation of powers. Quotations/ Proposals should be made in writing. All quotations/ Proposals are confidential and will need to be attached with payments.

3.2 Process

Any staff member /Programme Team / department requiring any item / services to be procured or hired will fillup carbonized Supplies Request Form (triplicate- White, Green & Yellow). It is the responsibility of staff member to get Supplies/ Services Request Form authorized by relevant budget holder or approving authority as per authorization limits.

✓ Copies of Supplies / Services Request will be distributed as follows:

- White Copy for Admin
- Green Copy for Finance
- Yellow Copy for requester

Administration will get three quotations/ Proposals and three staff members will be required to form a committee. The committee members should be one each from Admin, Finance and Programme team. All members will open quotations and sign of the quotations / Proposals. A comparative statement will be prepared and again verified by the committee. Final approval will be taken on the comparative statement from the relevant budget holder or approving authority as per authorization limits. In case of IT equipment, quotations will be requested from the suppliers against specifications given by the IT lead person. The IT lead person and administration representative will support the committee in deciding on the most appropriate bid. After subsequent to approval of the tender/quotation, a Purchase Order will be issued.

Copies of Purchase Order will be distributed as follows

- White copy of PO for supplier
- Green copy will be for Finance
- Yellow copy will be for Admin department.

Once approval is taken based on the Comparative Statement by the budget holder or approving authority as per authorization limits, second approval on PO is not required.

Once the items/goods are received, Goods Received Note G/SRN will be raised and will be counter signed by requester/team member for verification. Distribution of G/SRN is as follows

- White copy for Admin
- Green copy for Finance
- Yellow copy for Supplier

All items worth more than PKR 10,000 where items mean any item whose life is more than one year will be assigned an Asset Tag number which will be recorded on G/SRN as well as on the asset register.

All consumable items (life less than one year or consumed within one year) like stationary, Kitchen supplies, toners etc will not be tagged with asset numbers.

Every document will be having cross-reference code/number, which will help in identifying and maintaining the assets properly

Those items which cannot be tagged like vehicle spare parts or tyres or any kind of consumables or services (total worth more than PKR 10,000 but less than 100,000), GRNs will be raised but asset tag number will not be allocated.

A separate record of consumables will be kept:

4. For Purchases “Good & Services” above PKR 1,499,999 up to PKR 9.99 million

4.1 Prequalification process below PKR 9.99 million

The prequalification process is compulsory for organizations due to several key reasons:

Risk Mitigation: Pre-qualification helps identify and mitigate potential risks associated with working with a supplier / consultants. By evaluating factors like financial stability, experience, and compliance, organizations can minimize the chances of encountering issues like late deliveries, poor quality, or legal problems.

Cost Savings: The prequalification process can lead to significant cost savings. By selecting reliable suppliers/ consultant who meet specific criteria, organizations can avoid costly mistakes such as:

Dealing with unreliable suppliers/ consultants: This can lead to project delays, rework, and reputational damage.

Paying higher prices: Pre-qualification helps identify suppliers who offer competitive pricing and value for money.

Improved Quality: Pre-qualification ensures that only suppliers who meet specific quality standards are considered. This helps organizations maintain high quality in their products and services, leading to increased customer satisfaction and brand reputation.

Enhanced Efficiency: The prequalification process can streamline the procurement process. By pre-selecting qualified suppliers, organizations can reduce the time and resources spent on evaluating bids and negotiating contracts.

Legal and Regulatory Compliance: In some industries, prequalification may be required by law or regulation. By adhering to these requirements, organizations can avoid legal penalties and ensure compliance with industry standards.

Improved Relationships: The prequalification process can help build stronger relationships with suppliers. By demonstrating a commitment to fair and transparent procurement practices, organizations can attract and retain high-quality suppliers who are willing to collaborate and build long-term partnerships.

Overall, the prequalification process is a critical step in ensuring the success of any organization's procurement activities. By carefully evaluating potential suppliers/ firms/ consultants and selecting those who meet specific criteria, organizations can mitigate risks, reduce costs, improve quality, enhance efficiency, comply with legal requirements, and build strong relationships with their supply chain partners. Delegation of powers sets out the limits for tenders and quotations and identifies the level of approval required in every case.

Process:

The procurement team must prequalify the vendors/ consultants for the period of three years. The process of the prequalification must be transparent, fair and un-biased. The procurement team will initiate the prequalification process as per the approved Term of Reference in the following manners;

4.1.1 The Invitation to prequalification

An invitation to prequalification is a document that requests suppliers/ firms/ companies/ organization/ consultant to apply for a Long term contract (LTA). The Invitation is advertised in the leading newspapers every completion three years.

4.1.2 Preparing the Invitation to prequalification.

All Invitations to prequalification must be identical. It is not acceptable for individual tenderers to be offered different terms or information.

There are five key areas of prequalification:

a) Instructions to bidders

This should include details of the

- ✓ Closing time and date,
- ✓ An address to return the tender to,
- ✓ Plus any other relevant information.

All proposals should be advised that received after the closing date will not be considered.

b) Product or service specification

This is the most important part of the prequalification and will include details of what is required. A specification should be prepared well before a process goes out.

c) Contract Terms and Conditions

Administration should apply ACT-INTERNATIONAL Standard Terms and Conditions and Policies plus any policy that relate specifically to the project (where donor is suggested).

The prequalification process should also have the same terms and conditions as the final contract.

4.1.3 Prequalification requirements

The bidders must include a statement stating that no collusive process or other restrictive practices (such as anti-competitive activity) will take place or involve any factious activities or not adhere the ACT other Policies or Guideline related to conflict of Interest, Money Laundering & purchasing T&C. Bidder must give evidence of registration with tax authorities as well as relevant government registration department, Company profile including list of clients, etc.

a) Issuing the Invitation to Prequalification;

Invitations to Bid should be advertised or issued and issued by the person with overall responsibility for that process.

Bidders must be allowed to submit the prequalification documents/ proposals within 15 fifteen days of the advertisement.

b) The bid envelope

Procurement Committee can only accept bids that have been handed in:

- ✓ A plain, sealed package showing a pre-printed label supplied by ACT-INTERNATIONAL, or
- ✓ A plain, sealed package showing the word “Bid for Prequalification” followed by what it relates to and the closing time and date, or
- ✓ A special sealed envelope from bidders

Bidder envelopes or packages must not have any names or marks identifying the sender; as this would affect whether they are accepted or not.

The following bidders envelopes should not be accepted, for example:



The following Bidders envelopes would be considered for acceptance:



c) Bid acknowledgement

As Invitation to Bids sometimes get lost, it is good practice to get an acknowledgement receipt from the Bidders. This ensures fairness especially for high value Bids.

d) Amendments

If you make changes to the ITB after it has been sent out, you should inform all tenderers of the changes.

4.1.4 Pre-Bid clarification

Before the closing date the Bidder can contact the issuing department to seek clarification on the ITB requirements. All discussions must be put in writing and confirmed with the Bidders.

4.1.5 Receiving and opening Bids

Bidders should be kept in a secure place until they are opened.

a) Receiving Bids

Some key points to follow when receiving Bids:

- ✓ The Bidders should be addressed to lead person of bid committee,
- ✓ The date and time you received the bids should be stamped on the unopened envelope or package,
- ✓ You will be responsible for the bidders until they are opened, and
- ✓ A bids review and recommendation sheet must be maintained for the bid received.

b) Late Bids

Bids received after the due date and time will not be considered, unless there are exceptional circumstances that have caused the delay.

If you are going to accept late bids you should extend the closing date to all bidders.

If you have decided not to accept a late bids, it should be returned as soon as possible to the bidders preferably unopened with a covering letter explaining why it has been rejected.

c) Incomplete Bids

Incomplete bid should not be accepted.

d) Amended bids

Bidders may choose to change their bids up to the specified closing date for receiving bids. Any thing received after the closing date will not be consider.

The change can be made in writing or made verbally and confirmed in writing at a later date.

ACT-INTERNATIONAL cannot ask bidders to change their bids or encourage them to do so.

e) Opening bids

Once the closing date has arrived it is time to open the bids. The bids must be open by the committee within 10 days of the closing date.

A member of staff from the issuing department should retain the bids envelopes until the time they are to be opened.

They must ensure that:

- ✓ All bids are correctly sealed and unopened,
- ✓ All bids are opened and stamped at the date of opening,
- ✓ Bidders do not submit late bids and bypass the sealed bidding process.

Any bid received opened or not in the appropriate envelope or received late should be rejected. This will ensure that the system is completely fair and treats all tenderers on an equal basis.

4.1.6 Bid Review Committee (BRC)

A Bid Review Committee evaluates the Bids. This Committee consists of two senior staff members chosen by the CEO & Founder President.

The Bid Review Committee should have members from the following staff groups:

- ✓ Administration,
- ✓ Finance,
- ✓ The end user who will have been involved in writing out the original requirement,
- ✓ A member of staff not perceived to have a vested interest in the outcome of the bids. See the section on **pecuniary interests and standards of business conduct** in the Standing Orders.

If the purchase is related to a specialist goods or services for which skilled knowledge of purchase is required and such skill is not available in house, consideration should be given to bringing in the expertise from outside to review bid documents like for food items. Items specifications can be taken.

The Committee may select additional members if they are needed to ensure the bid process is fair and honest.

The Bid Review Committee ensures that:

- ✓ All Bids are correctly sealed and unopened,
- ✓ All Bids are opened and stamped at the date of opening,
- ✓ Bidders do not submit late Bids and bypass the sealed tender process.

Any Bids received opened or not in the appropriate envelope or received late should be rejected. This will ensure that the system is completely fair and treats all tenderers on an equal basis.

4.1.7 Accepting Bids

In deciding whether to accept the bid, the Bid Review Committee will need to satisfy itself that:

- ✓ ACT-INTERNATIONAL will get value for money, and
- ✓ The number of bidders received provided sufficient competition.

4.1.8 Bid evaluation

The Bid Review Committee will be responsible for registering the prequalified bidders as per policy and procedures.

4.1.9 Contract

A comprehensive contract will be issued to the successful candidate on a standard format duly signed by SMT. This contract only for the prequalification its doesn't include any financial commitments.

4.1.10 RESTRICTED / NEGOTIATED with Prequalified Bidders.

After finalization and completion of the prequalification process. The final approved list of vendors/ consultants will be formulated by the procurement department. All the procurement related to Goods and Services are below PKR 9.99 million must be within the prequalified bidders. The process must be adopted as per process defined in "Multiple Quotations" in the procurement policy.

5. High-Value Contract Procurement Policy (Above PKR 9.99 Million)

5.1 Policy Overview

This policy is designed to guide the procurement of goods and services for contracts valued above PKR 9.99 million. It aims to ensure transparency, competition, and value for money in the procurement process. The following steps outline the detailed procedures to be followed. This flow chart visually represents the structured approach to ensure transparency, competition, and efficiency in the procurement process for high-value contracts.

5.2 Step-by-Step Policy

5.2.1 Identify Needs

Action: The first step in the procurement process is to clearly define the goods or services required. This involves understanding the needs of the relevant departments and establishing detailed specifications. **Responsibility:** Relevant departments must work collaboratively to define these needs. **Outcome:** The result should be a clear and precise set of specifications that accurately describe the required goods or services.

5.2.2 Prepare ITT (Invitation to Tender)

Action: Next, a comprehensive Invitation to Tender (ITT) document must be drafted. This document should include clear instructions for tenderers, detailed specifications, terms and conditions, contract & other relevant documents of the tenders, and any specific requirements that tenderers must meet. **Responsibility:** The procurement team is responsible for preparing

the ITT. **Outcome:** The outcome is a well-prepared ITT document that ensures all potential suppliers have the information they need to submit a competitive and compliant tender.

5.2.3 Advertise ITT

Action: The ITT should be advertised widely to ensure broad participation. This includes publishing advertisements in leading newspapers and relevant online platforms, as well as sending the ITT to pre-approved suppliers. **Responsibility:** The procurement team handles the advertisement and distribution of the ITT. **Outcome:** The goal is to attract a wide range of bidders to promote competition and achieve the best value for money.

5.2.4 Receive Tenders

Action: All received tenders must be handled with care to ensure they are received before the deadline and stored securely until the opening date. **Responsibility:** The procurement team is responsible for managing the receipt and storage of tenders. **Outcome:** This step ensures that all tenders are treated equally and that the integrity of the procurement process is maintained.

5.2.5 Open Tenders

Action: Tenders should be opened in a formal meeting with the Tender Review Committee. In the presence of the applied bidders. This process must be conducted transparently, with each tender's receipt date and time recorded. **Responsibility:** The Tender Review Committee oversees the opening of tenders. The date for opening of bids and the last date for the submission of bids shall be the same. Bids shall be opened at the time specified in the bidding documents. The bids shall be opened at least thirty minutes after the deadline for submission of bids. All bids shall be opened publicly in the presence of the bidders or their representatives who may choose to be present, at the time and place announced prior to the bidding. The TRC shall read aloud the unit price as well as the bid amount and shall record the minutes of the bid opening. All bidders in attendance shall sign an attendance sheet. All bids submitted after the time prescribed shall be rejected and returned without being opened.

Outcome: The proper opening of tenders ensures that all bids are considered fairly and that the process remains transparent.

5.2.6 Evaluate Tenders

Action: The evaluation of tenders is based on predefined criteria, including commercial, technical, and financial aspects. A comparative statement should be prepared to facilitate the evaluation. **Responsibility:** The Tender Review Committee is responsible for assessing the tenders. TRC shall formulate an appropriate evaluation criterion listing all the relevant information against which a bid is to be evaluated. Such evaluation criteria shall form an integral part of the bidding documents. Failure to provide for an unambiguous evaluation

criterion in the bidding documents shall amount to mis-procurement. For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. **Outcome:** The evaluation process should result in a fair and thorough comparison of all tenders, ensuring that the best bid is selected.

5.2.7 Clarification of bids

No bidder shall be allowed to alter or modify his bid after the bids have been opened. However, the TRC may seek and accept clarifications to the bid that do not change the substance of the bid. Any request for clarification in the bid, made by the TRC shall invariably be in writing. The response to such request shall also be in writing.

5.2.8 Discriminatory and difficult conditions.

Save as otherwise provided, no TRC shall introduce any condition, which discriminates between bidders or that is considered to be met with difficulty. In ascertaining the discriminatory or difficult nature of any condition reference shall be made to the ordinary practices of that trade, manufacturing, construction business or service to which that particular procurement is related.

5.2.9 Rejection of bids

The TRC may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The TRC shall upon request communicate to any supplier or contractor who submitted a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds. Notice of the rejection of all bids or proposals shall be given promptly to all suppliers or contractors that submitted bids or proposals.

5.2.10 Re-bidding

If the TRC has rejected all bids after the approval of the Founder President or Chairperson it may call for a re-bidding. The TRC before invitation for re-bidding submits the reasons for rejection and may revise specifications, evaluation criteria, or any other condition for bidders as it may deem necessary.

5.2.11 Select and Approve

Action: Based on the evaluation, the TRC will recommend the most advantageous tender. This recommendation must then be approved by the Founder President or relevant authority.

Responsibility: The TRC makes the recommendation, and the CEO, Founder President or relevant authority grants the final approval. **Outcome:** The approval process ensures that the selected tender meets all criteria and provides the best value for money.

5.2.12 Announcement of evaluation reports

Based on the procedure adopted for the respective procurement, the TRC shall announce the result of bid evaluation, in the form of a final evaluation report giving justification for acceptance or rejection of bids at least fifteen days prior to the award of the procurement contract.

5.3 Procedures of open competitive bidding

Save as otherwise provided in these rules the following procedures shall be permissible for open competitive bidding, namely: -

5.3.1 Single stage: one envelope procedure;

Each bid shall comprise one single envelope containing, separately, a financial proposal and technical proposal (if any). All bids received shall be opened and evaluated in the manner prescribed in the bidding document.

5.3.2 Single stage: two-envelope procedure;

- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Procurement Committee without being opened;
- (v) The Procurement Committee shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price, and reject any proposal that does not conform to the specified requirements;
- (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vii) the financial proposals of bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- (viii) after the evaluation and approval of the technical proposal the Procurement Committee, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and

(ix) the bid found to be the most advantageous bid shall be accepted.

5.3.3 Two stage bidding procedure. -

First stage

(i) the bidders shall first submit, according to the required specifications, a technical proposal without price;

(ii) the technical proposal shall be evaluated in accordance with the specified evaluation criteria and may be discussed with the bidders regarding any deficiencies and unsatisfactory technical features;

(iii) after such discussions, all the bidders shall be permitted to revise their respective technical proposals to meet the requirements;

(iv) the procurement committee may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements or criteria not inconsistent with the requirements. Provided that such revisions, deletions, modifications or additions are communicated to all the bidders equally at the time of invitation to submit final bids, and that sufficient time is allowed to the bidders to prepare their revised bids: Provided further that such allowance of time shall not be less than fifteen days in the case of national competitive bidding and thirty days in the case of international competitive bidding;

(v) those bidders not willing to conform their respective bids to the procurement committee's technical requirements may be allowed to withdraw from the bidding without forfeiture of their bid security;

Second stage

(vi) the bidders, whose technical proposals or bids have not been rejected and who are willing to conform their bids to the revised technical requirements of the Procurement Committee, shall be invited to submit a revised technical proposal along with the financial proposal;

(vii) the revised technical proposal and the financial proposal shall be opened *****on respective specified, date and venue announced and communicated to the bidders in advance; and

(viii) the revised technical proposal and the financial proposal shall be evaluated in the manner prescribed above. The bid found to be the ****most advantageous bid shall be accepted:

Provided that in setting the date for the submission of the revised technical proposal and financial proposal a Procurement Committee shall allow sufficient time to the bidders to incorporate the agreed-upon changes in the technical proposal and prepare their financial proposals accordingly.

5.3.4 **Two-stage - two-envelope bidding procedure. -**

First stage

- (i) the bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (ii) the envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- (iii) initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- (iv) the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the Procurement Committee without being opened;
- (v) the technical proposal shall be discussed with the bidders with reference to the Procurement Committee technical requirements;
- (vi) those bidders willing to meet the requirements of the Procurement Committee shall be allowed to revise their technical proposals following these discussions;
- (vii) bidders not willing to conform their technical proposal to the revised requirements of the Procurement Committee shall be allowed to withdraw their respective bids without forfeiture of their bid security;

Second stage

- (viii) after agreement between the Procurement Committee and the bidders on the technical requirements, bidders who are willing to conform to the revised technical specifications and whose bids have not already been rejected shall submit a revised technical proposal and supplementary financial proposal, according to the technical requirement;

(ix) the revised technical proposal and original financial proposal along with supplementary financial proposal shall be opened on respective specified time, date and venue announced in advance by the Procurement Committee :

Provided that in setting the date for the submission of the revised technical proposal and supplementary price proposal a Procurement Committee shall allow sufficient time to the bidders to incorporate the agreed upon changes in the technical proposal and to prepare the required supplementary financial proposal; and

(x) the Procurement Committee shall evaluate the whole proposal in accordance with the evaluation criteria and the bid found to be the ****most advantageous bid shall be accepted.

5.4 Conditions for use of single stage two envelope, two stage and two stage two envelope bidding procedures.-

Single stage one envelope bidding procedure shall ordinarily be the main open competitive bidding procedure used for most of the procurement. Other appropriate procedures of open competitive bidding shall be selected in the following circumstances, namely:-

(a) single stage two envelope bidding procedure shall be used where the bids are to be evaluated on technical and financial grounds and price is taken into account after technical evaluation;

(b) two stage bidding procedure shall be adopted in large and complex contracts where technically unequal proposals are likely to be encountered or where the Procurement Committee is aware of its options in the market but, for a given set of performance requirements, there are two or more equally acceptable technical solutions available to the Procurement Committee ; and

(c) two stage two envelope bidding method shall be used for procurement where alternative technical proposals are possible, such as certain type of machinery or equipment or manufacturing plant

6. ACCEPTANCE OF BIDS AND AWARD OF PROCUREMENT CONTRACTS

6.1 Acceptance of bids.-

The bidder with the ****most advantageous bid, if not in conflict with any other law, rules, regulations or policy of ACT-INTERNATIONAL or the Federal Government, shall be awarded the procurement contract, within the original or extended period of bid validity.

Bid Discount. - shall be omitted;

Single responsive bid in goods, works and services.-

(1) The Procurement Committee shall consider single bid in goods, works and services if it-

(a) meets the evaluation criteria, ensures compliance of specifications and other terms & conditions expressed in advertisement or bid solicitation documents;

(b) is not in conflict with any provision of the Ordinance & Statutory Law

(c) conforms to the technical specifications;

(d) has financial conformance in terms of rate reasonability:

Provided that except unsolicited proposal, in case of pre-qualification proceedings single bid shall not be entertained.

(2) The Procurement Committee shall make a decision with due diligence and in compliance with general principles of procurement like economy, efficiency, and value for money.

7. Performance guarantee & Letter of Credit.-

Where needed and clearly expressed in the bidding documents, the Procurement Committee shall require the successful bidder to furnish a performance guarantee which shall not exceed ten percent of the contract amount.

Where required the Procurement Committee may incorporate the provision of letter of credit (LC) and International Chamber of Commerce incoterms, in such processes where shipments and customs clearance are involved and where the Procurement Committee bank mitigates procurement risk in terms of quality assurance and delivery mechanism and bidders bank in terms of its payments.

8. Limitation on negotiations.-

(1) Without changing the cost and scope of work or services, the Procurement Committee may negotiate with the successful bidder (with a view to streamline the work or task execution, at the time of contract finalization) on methodology, work plan, staffing and special conditions of the contract.

(2) Authority may determine the extent and types of negotiations on procurement by regulations.

9. Confidentiality.-

The Procurement Committee shall keep all information regarding the technical or final evaluation confidential, as the case may be, until the time of the announcement of the respective evaluation reports in accordance with the requirements.

10. Closing of contract.-

(1) Except for defect liability or maintenance by the supplier or contractor, as specified in the conditions of contract, performance of the contract shall be deemed close on the issue of over all delivery certificate or taking over certificate which shall be issued within thirty days of final taking over of goods or receiving the deliverables or completion of works enabling the supplier or contractor to submit final bill and the auditors to do a substantial audit.

(2) In case of defect liability or maintenance period, defect liability certificate shall be issued within thirty days of the expiry of the said period enabling the supplier or contractor to submit the final bill. Except for unsettled claims, which shall be resolved through arbitration, the bill shall be paid within the time given in the conditions of the contract, which shall not exceed sixty days to close the contract for final audit.

11. MAINTENANCE OF RECORD AND FREEDOM OF INFORMATION

Record of procurement proceedings.-

(1) ACT-INTERNATIONAL shall maintain a record of their respective procurement proceedings along with all associated documentation for a minimum period of five years.

12. REDRESSAL OF GRIEVANCES AND SETTLEMENT OF DISPUTES

Redressal of grievances by the Procurement Committee .-

(1) The Procurement Committee shall constitute a committee comprising of odd number of persons, with necessary powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

(2) Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the bidding documents if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the grievance redressal committee (GRC) well before the proposal submission deadline.

(3) Any bidder feeling aggrieved by any act of the Procurement Committee after the submission of his bid may lodge a written complaint concerning his grievances within seven days of the announcement of the technical evaluation report and five days after issuance of the final evaluation report.

(4) In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

(5) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report:

Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.

(6) The GRC shall investigate and decide upon the complaint within ten days of its receipt.

13. Arbitration.-

(1) After coming into force of the procurement contracts, disputes between the parties to the contract shall be settled by arbitration.

14. Award Contract

Action: Once a tender is approved, a contract is issued to the selected supplier. The contract should include all necessary terms and conditions, as well as delivery schedules.

Responsibility: The procurement team, in coordination with the CEO, issues the contract.

Outcome: The outcome is a legally binding contract that clearly outlines the responsibilities and expectations of both parties.

15. Procurement Procedures & Templates

- I. **Supplies/Services Request Form(S/SRF)**
- II. **INVITATION TO QUOTATION (ITQ)**
- III. **INVITATION TO TENDER (ITT)**
- IV. **QUOTATION & TENDER PRICE TEMPLATE**
- V. **GENERAL TERM & CONDITIONS**
- VI. **PROCUREMENT COMMITTEE TERM & CONDITIONS**
- VII. **PURCHASING GUIDLINE**
- VIII. **VENDOR CERTIFICATIONS**
- IX. **ADVERTISMENT**
- X. **COMPARTIVE BID ANALYSIS**
- XI. **PROCUREMENT PROCEEDING**
- XII. **PURCHASE ORDER**
- XIII. **CONTRACTS**
- XIV. **SERVICES/GOODS RECEIVE NOTE (S/GRN)**
- XV. **OTHERS**



Invitation to Quote (ITQ)

Aiming Change for Tomorrow (ACT) is a local not for profit organization having experience of working across Pakistan since 2012 addressing multiple development issues. In the moment of despair. ACT invites ITQ from a registered officer furniture shop for Executive chair, Visitir chair and smart dining table for the Head office. Specification of phone are in the following manner.

Date Request Sent:	
Deadline for Quote:	

Delivery Place:

S.NO	Descriptions	Specifications	Quantity

Additional Info

Sample Required

No

Photos/Brochures Required

No

Please return the original Invitation to Quote after stamp and signature together with your quotation; to ACT-International office to the following address: Head Office Aiming Change for Tomorrow, **Plot # 238, Street # 6 I-9/2 Islamabad** or share same on procurement@act-international.org with clear subject ITQ

Quotation committee reserves the right to cancel/reject any or all offers without assigning any reason.

The works must be undertaken in accordance with all relevant rules, regulations and statutes currently enforce in Pakistan

If the quotation unto PKR 200,000/- sealed quotations required through proper courier or other means which ensure the quotations scealed

Quotation along with invitation to quotation should reach ACT Office or email on or before **Mention deadline** and should be clearly marked "Invitation to Quote (ITQ)"

The detail work order will be issue on the basis of selection. The supplier should ensure the delivery within 8 days after the PO.

Quote price shold be on letter head as per attached template other wise quote will not be considerable. The template of quotation/ Price schedule is Annex-I

Detail: Invitation to Tender (ITT)

REFERENCE # ITT ACT/CCR/01

Aiming Change for Tomorrow (ACT) is a non-profit, non-governmental national organization focusing on women, youth, children and marginalized segments of society. The organization particularly works with disadvantaged segments of society to empower communities by building peoples' engagement, capacity and partnership focusing on women and children for a better tomorrow.

Aiming Change for Tomorrow (ACT) invites the invitation to tender from well reputed registered companies/firm/suppliers/ vendors & wholesaler for the supply of the construction materials, as per given specifications..

S. No.	Item	Required Specification	Total Qty	Unit
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Terms and Conditions:

Note: The quantity of material will be provided on given below sites/places of District

S. No.	Item	Required Specification	District Jaffarabad	District Sohbatpur	Total Qty	Unit
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

1.1. The Tender documents can be collected from ACT Jaffarabad and Islamabad Office Address: ACT-international, Near by DC Office, Adalat Road, Dera Allahyar, Jaffarabad. ACT-international Head Office, Plot no 238, Street no 06, I-9/2. or download from our website: www.act-international.org

2.2. Sealed quotation must be submitted in Islamabad office Office (Plot no 238, Street no 06, I-9/2) on or before **Timing on Date** and should be clearly marked "Invitation to Tender (ITT). Rate shall be given district wise separately on company letter head with sign and stamp.

2.3. Tender committee reserves the right to cancel/reject any or all offers without assigning any reason.

2.4. Lowest price will not be the sole criteria. Quality, registration and other term and conditions will also be equally consider.

2.5. The Tender document should be prepared in accordance with the instructions given in the bidding documents. Non compliance will not be considered.

2.6. The bids which will not be in accordance with the prescribed specifications of the items, terms & conditions of tender, will not be entertained.

2.7. No advance payment will be made to the any selected bidder.

2.8. Organization will provided the complete design in Corel / illustrator to the selected bidder if applicable.

2.9. The tentative delivery plan should attach along the quotation. Rate should include transportation, loading unloading. Delivery plan will also be one of key selection criteria.

2.10. The above mentioned quantity may increase or decrease in each districts. Final quantity will mentioned on purchase order.

2.11. 2% bid security shall provide along sealed quotation on "Aiming Change for Tomorrow"

Price Schedule

Invitation to Quote Ref: No.

S.No	Description	Specification Required	Items Required Per Unit A	Price inclusive of all taxes) B	Total Unit price inclusive of all applicable taxes (GST.WHT) C= Ax B
1		0			
TOTAL COST PKR					

Name of the Bidder:

Name of the Authorized Person:

Designation of Authorized Person:

Signature & Stamp (Authorized Person):

Contact Number.

Date:

Note: the price schedule must be the on bidder/supplier/whosaler letter Pad.

REFERENCE # ITT ACT/PT/202

General Conditions for tender

1.Scope:

Aiming Change for Tomorrow (ACT) invites the invitation to Tender (ITT) from well reputed registered companies, supplier,wholsalers for the supplies of the printing books (LSBE). The detail described and summarized in accordance with procedures, conditions, as prescribed in the Invitation to tender documents (ITT) . The procurement process will be carried out as per procurement plan of Aiming Change for Tomorrow (ACT) .

2.Language:

As determined by ACT International, the working language of this Invitation to Tender (ITT) is English. Other languages will not be accepted.

3.Term and Conditions:

The main criteria for the ITT are as follows:

- 1 Registration Certificate
- 2 Specifications/quality & compliance with given criteria
- 3 NTN registration certificate.
- 5 Breif Profile and Experince of Work
- 6 All documentary proofs like copies of Registration, NTN number, GST certificate etc

4.ITT Basis:

- a) All Tender quotation documents must be completed in full, otherwise the application will be considered disqualified.
- b) All Applicants will receive identical documents: No applicant should add, omit, or change any item, term or condition in original documents.
- c) If Applicants have any additional request and conditions, this shall be stipulated in a separate letter accompanying the bid.
- d)Each applicant should take one bid only.
- e) Each bid shall be valid for the period of 30-days from its date of submission.
- f) Bids shall be made in writing calculated in PKR only and clearly stated on the appropriate forms.
- g) All prices must include all taxes, compulsory payments, levies and duties, including Sales Tax .
- i) ACT International is not liable for any damage of supplies before the reaching the mentioned destination or not liable to the person or property in the event that something should occur. ACT International strongly recommends that all applicants take extra precaution when delivering supplies at mentioned place.
- j)Lowest price will not be the sole criteria, quality, previous experience and capacity of operations will also be equally gauę

5. Duration:

Qualified applicant will be selected for the period of assignment or depend on the ranking of Procurement process. ACT has right to extend the duration as per SOP,s.

6. Payments:

Payment will be made upon satisfactory delivery and satisficationreport of the books to the location mentioned in ITT. The others payment procedure would be mentioned on contract after award the selected company.

7. Performance Standards:

The works must be undertaken in accordance with all relevant rules, regulations and statutes currently enforce in Pakistan

8.Tender Documents:

All Tender documents included in this package are listed on the tender document Receipt Form, signed by each recipient.

9.Bid Delivery:

All Tender will be delivered in standard format to ACT address in a sealed envelope and by the date stated in Tender Documents. The envelope will be clearly marked with the precise reference of the invitation to which it is a response, the

Documents. The envelope will be clearly marked with the precise reference of the invitation to which it is a response, the delivery address and the name of the applicant.

Tender delivered after the specified time will not be accepted.

10. Bid Evaluation:

The Procurement Committee will check the Bid to ensure that they contain no amendment to the terms or any other (calculation) errors. To assist in the examination, evaluation and comparison of bids, the Procurement Committee may, at its discretion, request clarification from the ACT International staff.

10.1. Technical Evaluation: The offers will first be evaluated on technical merits. The technical evaluation assesses the capacity of the bidder on the basis of submitted documents.

10.2. Financial Evaluation: The financial evaluation subject to the Technical evaluation is based on the cost of assignment given in the ITT.

11. Acceptance of Successful Bid:

Taking into consideration the recommendation of the Procurement Committee, ACT will make the final choice of the awarded supplier. ACT will then send a offer letter to the successful qualified applicant.

12. An affidavit to the effect that the firm has not been involved in any child sexual abuse or not blacklisted by any Government/semi Government organization.

Please note that above mentioned all the GT&C for ITT. ACT has selected minimum one applicant for the said delivery. In future all the work when and where require, the invitation to Quotation will be circulated between all the applicant which apply for the said process.

Dated:

Subject: Procurement committee notification:

With reference toProject, senior management has decided to form a procurement committee to oversee the competitive procurement process for selecting a Construction company. According to the procurement and purchasing policy of Aiming Change for Tomorrow (ACT), the committee will provide a systematic framework and procedures for selecting the best possible Construction Company, ensuring the procurement objectives are achieved. The committee will also ensure adherence to the guidelines of the Invitation to Tender (ITT).

The primary objective of the committee is to guarantee transparency according to established standards and values, ensuring equality and fairness for all companies/suppliers through an open and transparent process. The ITT documents will be opened on Dated, at the **Location**, from **Timing**.

The authorized member of the committee is given below,

1. Member 1
2. Member 2
3. Member 3
4. Member 4
5. Member 5

Circulated;

- 1- *Finance*,
- 2- *HR*,
- 3- *Operations*
- 4- *Committee members*

SIGNATURE _____

Approved by Founder President

HR should circulate the letter to all concern members on request of Ops-Coordinator after getting the approval.

AIMING CHANGE FOR TOMORROW (ACT)
PURCHASING TERMS & CONDITIONS

Unless the context indicates otherwise, the term "Bidder" refers to ACT. The term "Bidder" refers to the entity named on the order and contracting with the Bidder. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

- 1) Price: The prices stated on the order shall be held Bidder for the period and / or quantity unless specifically stated otherwise
- 2) Source of Instructions: The Bidder shall not seek nor accept instructions from any source external to ACT in relation to the performance of the contract.
- 3) Assignment: The Bidder shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Bidder .
- 4) Corruption: The Bidder shall not give, nor offer to give, anyone employed by the Bidder an inducement or gift that could be perceived by others to be a bribe. The Bidder agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts
- 5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Bidder under the contract shall be the property of ACT and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Bidder upon request.
 - 5.1 The Bidder may not communicate at any time to any other person, government or authority external to ACT , any information that has been compiled through association with ACT which has not been made public except with written authorization from the Bidder . These obligations do not lapse upon termination of the contract
- 6) Use of Emblem or Name: Unless otherwise agreed in writing; the Bidder shall not advertise nor make public the fact that it is supplying goods or services to the Bidder , nor shall the Bidder in any way whatsoever use the name or emblem of ACT in connection with its business or otherwise.
- 7) Observance of Law: The Bidder shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 8) **Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1 In the event of and as soon as possible after the occurrence of any cause deemed force majeure, the Bidder must inform the Bidder of the full particulars in writing. If the Bidder is rendered unable either in part or in whole to perform its obligations then the Bidder shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2 If the Bidder is permanently rendered incapable in whole or part by reason of force majeure to complete its obligations and responsibilities under the contract then the Bidder will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation

9) Cancellation: The Bidder reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Management of ACT and/or lack of funding. In such a case the Bidder shall be reimbursed by ACT for all reasonable costs incurred by the Bidder, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1 Should the Bidder encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the Bidder reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions

10)Warranty: The Bidder shall provide the Bidder with all manufacturers' warranties. The Bidder warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Bidder shall promptly rectify the defect. If the defect is permanent then at the choice of the Bidder the Bidder will either replace the item at their cost or reimburse the Bidder .

11)Loss and Indemnity: The Bidder shall compensate the Bidder in full on demand for all loss, damage or injury to the Bidder which results from the Bidder s failure to comply with the Contract (whether negligent or otherwise).

12)Insurance: The Bidder shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.

13)Inspection and Test: The Bidder must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Bidder reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Bidder s' opinion, the goods and/or services do not comply with the specification, the Bidder will inform the Bidder in writing. In such a case the Bidder shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Bidder

14)Changes: The Bidder reserves the right to make reasonable changes at any time to the

14)Changes. The Bidder reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Bidder and Bidder may negotiate an equitable adjustment to the contract, provided that the Bidder claims for adjustments in writing to the Bidder within 3 days from being notified of any change

15)Export License: If an export license or licenses are required for the goods, the Bidder has the responsibility to obtain that license or licenses

16)Payment Terms: Unless otherwise agreed, payment terms will be 10 working days from the receipt of goods and invoice

17)Ethics: The nature of ACT operations necessitates that the Bidder must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the Bidder, may result in termination of the business relationship between the Bidder and Bidder

18)Rights of ACT : Should the Bidder fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed

Delivery date(s), the Bidder may, after giving reasonable notice to the Bidder, exercise one or more of the following rights:

Procure all or part of the goods from an alternate source, in which event the Bidder may hold the Bidder liable for additional costs incurred.

Refuse to accept all or part of the goods. Terminate the contract

19)No Agency: This order does not create a partnership between the Bidder and Bidder or make one party the agent for the other for any purpose.

20)Severability: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

21)Jurisdiction Clause: The Contract shall be governed by Pakistani law and the Bidder consents to the exclusive jurisdiction of the Pakistani courts in all matters regarding it except to the extent that the Bidder invokes the jurisdiction of the courts of any other country.

22)Waivers and Variations:

22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or

by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy

22.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

23) Service of Notices

23.1 Any notice given under the Contract shall be in writing and may be served:

Personally;

By registered or recorded delivery mail;

By facsimile transmission (conBidder ed by post);

By any other means which any party specifies by notice to the others

23.2 Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.

23.3 A notice shall be deemed to have been served:

If it was served in person, at the time of service;

If it was served by post, 48 hours after it was posted; and

If it was served by facsimile transmission, at the time of transmission.

ACT Ethical Purchasing Policy

ACT seeks to purchase goods and services which:

Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.

Have the least negative impact on the environment

Regarding the required Code of Conduct for Bidder s, this is summarized as follows

Employment is freely chosen.

The rights of staff to freedom of association and to collective bargaining are respected.

Working conditions are safe and hygienic. No exploitation of children.

Wages paid are adequate to cover the cost of a reasonable living. Working hours are not excessive.

No discrimination is practiced.

Regular employment is provided.

No harsh or inhumane treatment of staff is allowed



Aiming Change for Tomorrow (ACT) is registered as a not for profit Organization under the Societies Registration Act XXI of 1860. It is a right based organization focusing on women, youth, and children and marginalized segments of society. The organization aims at empowering communities by building peoples' engagement, capacity and partnership for a better tomorrow.

ACT invites the **invitation to tender (ITT)** from reputed registered companies/firms/suppliers/ for the supply of the printing of books as per given specifications.

TENDER NOTICE

S #	ITEMS	Specifications (Detail specification are available in ITT document)	Quantity
1	BOOK 1 " WE ARE SAFE"	A4 Standard	1500
2	BOOK 2 " HUM MAHFOOZ HIEN"	A4 Standard	1500
3	BOOK 3 "Parents Module"	A4 half Standard	1500
4	BOOK PACK	A3 Standard	1500

CONTACT INFORMATION: Office # 5th & 06th, 3rd Floor, Malik Arcade, E 11/2, Islamabad, Pakistan.

- The Tender documents can be collected from ACT Head Office Address: OFFICE # 05 & 06, 3RD FLOOR, MALIK ARCADE, E11/2, ISLAMABAD from 09.00am to 5:00pm, or download from our website: www.act-international.org;
- Sealed tender documents should reach ACT Office on or before 1100 hours on 31th OCT, 2021 and should be clearly marked "Invitation to Tender (ITT)".
- **Tender Reference: REFERENCE # ITT/ACT/PT/202**

AIMING CHANGE FOR TOMORROW (ACT) INTERNATIONAL

DATE			Thursday, 29 August 2024								
SSRF & PO NUMBER:			SSRF- and PO #								
Suppliers Address											
S.NO	Descriptions	Specifications	Quantity	Unit cost	Total Cost	Quantity	Unit cost	Total Cost	Quantity	Unit cost	Total Cost
1				-	-		-	-		-	-
Total			-	-	-	-	-	-	-	-	-
Fallow RFQ Criteria			Yes			Yes			Yes		
Submission date			26-Aug-24			25-Jul-24			24-Aug-24		
Validity of Quotation			NO			NO			NO		
Awarded to:											
Reasons:											
Prepared By:											
Designation											
Signature											
Procurement Committee :			Name				Deignation				Signature
											29/08/2024
											Signature
											29/08/2024
								Signature			
								29/08/2024			
								Signature			
Approved By:											29/08/2024
											Signature

Dated:

Subject: Procurement committee notification:

With reference toProject, senior management has decided to form a procurement committee to oversee the competitive procurement process for selecting a Construction company. According to the procurement and purchasing policy of Aiming Change for Tomorrow (ACT), the committee will provide a systematic framework and procedures for selecting the best possible Construction Company, ensuring the procurement objectives are achieved. The committee will also ensure adherence to the guidelines of the Invitation to Tender (ITT).

The primary objective of the committee is to guarantee transparency according to established standards and values, ensuring equality and fairness for all companies/suppliers through an open and transparent process. The ITT documents will be opened on Dated, at the **Location**, from **Timing**.

The authorized member of the committee is given below,

1. Member 1
2. Member 2
3. Member 3
4. Member 4
5. Member 5

Circulated;

- 1- *Finance*,
- 2- *HR*,
- 3- *Operations*
- 4- *Committee members*

SIGNATURE _____

Approved by Founder President

HR should circulate the letter to all concern members on request of Ops-Coordinator after getting the approval.



Local Purchase Order (LPO)

319

Purchase Order No.A-

Date : _____

In favour of _____

We are pleased to confirm the supply of following material (s) services against your quotation dated _____

On the terms & condition listed below:

Sr. #	Description	Unit	Quantity	Unit value Rs.	Total value Rs.

TERMS & CONDITIONS:

Contact Person: _____

Payment Mode: Cheque/ Cash /DD

Payment Terms: _____

Other Condition: _____

Supplies request No./Ref: _____

Supplies request No./Ref: _____

Order Raised by

Authorised by



STANDARD FORM OF CONTRACT

Contract

Contents

I.	Form of Contract	7
II.	General Conditions of Contract	9
A.	GENERAL PROVISIONS	9
	2. Relationship between the Parties	10
	3. Law Governing Contract.....	11
	4. Language	11
	5. Headings.....	11
	6. Communications	11
	7. Location.....	11
	8. Authority of Member in Charge.....	11
	9. Authorized Representatives	11
	10. Corrupt and Fraudulent Practices.....	11
B.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	12
	11. Effectiveness of Contract	12
	12. Termination of Contract for Failure to Become Effective.....	12
	13. Commencement of Services.....	12
	14. Expiration of Contract.....	12
	15. Entire Agreement	12
	16. Modifications or Variations	12
	17. Force Majeure	12
	18. Suspension	14
	19. Termination.....	14
C.	OBLIGATIONS OF THE CONSULTANT	16
	20. General	16
	21. Conflict of Interests.....	17
	22. Confidentiality	18
	23. Liability of the Consultant	18
	24. Insurance to be Taken out by the Consultant.....	18
	25. Accounting, Inspection and Auditing	19

26. Reporting Obligations	19
27. Proprietary Rights of the Client in Reports and Records	19
28. Equipment, Vehicles and Materials	19
D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS.....	20
29. Description of Key Experts	20
30. Replacement of Key Experts.....	20
31. Removal of Experts or Sub-consultants.....	20
E. OBLIGATIONS OF THE CLIENT	21
32. Assistance and Exemptions.....	21
33. Access to Project Site.....	21
34. Change in the Applicable Law Related to Taxes and Duties	22
35. Services, Facilities and Property of the Client	22
36. Counterpart Personnel.....	22
37. Payment Obligation.....	22
F. PAYMENTS TO THE CONSULTANT	22
38. Contract Price.....	22
39. Taxes and Duties	23
40. Currency of Payment.....	23
41. Mode of Billing and Payment	23
42. Interest on Delayed Payments.....	24
G. FAIRNESS AND GOOD FAITH	24
43. Good Faith.....	24
H. SETTLEMENT OF DISPUTES	24
44. Amicable Settlement	24
45. Dispute Resolution.....	24
Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices	25
III. Special Conditions of Contract	27
IV. Appendices.....	Error! Bookmark not defined.
Appendix A – Terms of Reference	Error! Bookmark not defined.
Key Experts	Error! Bookmark not defined.
Team Lead Communications	Error! Bookmark not defined.

Phd/M Phil in Media Sciences, Mass Communications, Journalism with 15 years of relevant experience of communications in social sector.....	Error! Bookmark not defined.
Communications Coordinator	Error! Bookmark not defined.
Masters in Media Sciences, Mass Communications, Journalism with 10 years of relevant experience in media & communications of social sector.....	Error! Bookmark not defined.
Team Lead Mobilization & Outreach	Error! Bookmark not defined.
Phd/M Phil in Media Sciences, Mass Communications, Journalism, Development Studis, and Social Sciences with 15 years of relevant experience in mobilization, outreach & social mobilization campaigns especially in development sector programs dealing with masses.	Error! Bookmark not defined.
Mobilization and Outreach Supervisor.....	Error! Bookmark not defined.
Masters in Media Sciences, Mass Communications, Journalism with 10 years of relevant experience in mobilization, outreach & social mobilization campaigns especially in development sector programs dealing with masses.	Error! Bookmark not defined.
Project Background & Description of Salient Features	36
Appendix B - Key Experts	Error! Bookmark not defined.
Appendix C – Breakdown of Contract Price.....	Error! Bookmark not defined.

CONTRACT FOR SERVICES

Project Name :

between

Vendor name

and

M/s Aiming Change for Tomorrow (ACT) International

Dated:

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the Dated....., between, on the one hand, **Vendor/ consultant name** (hereinafter called the “Client”) and, on the other hand, a **(M/s Aiming Change for Tomorrow (ACT) International, Islamabad having registered office at Plot# 238 Street 6 I/9-3, Islamabad)** consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, **M/s Aiming Change for Tomorrow (ACT) International, Islamabad represented by Mr. Mubashar Nabi Shah, Founder President.**

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a credit from the International Development Association (IDA): toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the financing agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference	<u>Used</u>
Appendix B: Key Experts	<u>Used</u>
Appendix C: Breakdown of Contract Price	<u>Used</u>
Appendix D: Form of Advance Payments Guarantee	<u>Not Used</u>

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

- 2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Vendor/Consultant**

Name -----

Project Director,

Witness 1. -----

2. -----

For and on behalf of **[M/s Aiming Change for Tomorrow (ACT) International, Islamabad]**

Mr.Mubashar Nabi Shah, Founder President ACT, International, Islamabad

For and on behalf of each of the members of the Consultant:-

Witness 1. -----

2. -----

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (g) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (h) “Day” means a working day unless indicated otherwise.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (l) “GCC” means these General Conditions of Contract.
- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to

be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

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

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

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

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be

responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services

pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1: Bank's Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p>The Contract shall be construed in accordance with the law of</p> <p style="text-align: center;"><i>PAKISTAN</i></p>
4.1	<p>The language is English</p>
6.1 and 6.2	<p>The addresses are: Client : Attention : Facsimile : E-mail (where permitted):</p> <p>Consultant : <u>M/s Aiming Change for Tomorrow (ACT) International</u> Attention : <u>Mr. Mubashar Nabi (FP)</u> Facsimile : <u>+92-51-5170866-0</u> E-mail (where permitted) :<u>mnabi@act-international.org</u></p> <p>Consultant : _____ Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p>
8.1	<p>The Lead Member on behalf of the JV is</p> <p><u>M/s Aiming Change for Tomorrow (ACT) International, Islamabad</u> <u>represented by Mr. Mubashar Nabi, FP (ACT)</u></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: For the Consultant:</p>
11.1	<p><i>The effective date is date of signing of Contract.</i></p> <p>The effectiveness conditions are the following:</p> <p><i>The firm has employed its key personnel, with qualifications, experience and terms of reference acceptable to the client.</i></p>

12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be one month.</p>
13.1	<p>Commencement of Services: within ten days after signing of Contract.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be eighteen (18) months from date of signing of Contract.</p>
21 b.	<p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p style="text-align: center;">Yes</p>

23.1	<p>No additional provisions. If any.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of PKR 2.00 Million</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of PKR 2.00 Million</p> <p>(c) Third Party liability insurance, with a minimum coverage of PKR 1.00 Million</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p>The Consultant shall not use these data, reports, documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
38.1	<p>The Contract price is: PKR inclusive of local indirect taxes.</p>
39.1 and 39.2	<p>The Client shall reimburse the Consultant, the Sub-consultants and the Experts for any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <p>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of</p>

	<p>carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p>
<p>41.2</p>	<p>The payment schedule:</p> <p>1st Payment: % of Contract price shall be paid within thirty five (35) days upon submission of the invoice along with report within three (03) Weeks of Signing the Contract and following its approval by the client within twenty (20) days.</p> <p>2nd payment: % of the contract price shall be paid within thirty five (35) days upon submission of invoice along with Report within five (05) months of Signing the Contract and following its approval by the client within twenty (20) days.</p> <p>3rd payment: % of the contract price shall be paid within thirty five (35) days upon submission of invoice along with Report on Training within six (06) months of Signing the Contract and following its approval by the client within twenty (20) days.</p> <p>4th payment: % of the contract price shall be paid for as per below schedule:</p>

41.2.1	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment % in local currency shall be made within 30 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against the 1st Payment. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency (ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
41.2.4	<p>The accounts are: for local currency: Account Title: Account #: Bank Name: Branch Code: IBAN # Currency : PKR</p>
42.1	<p>The payment-delay period after which the client shall pay interest to the consultant shall be 60 days. The interest rate that shall be applied is 1 %.</p>
45.1	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list

	<p>shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i>;</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>the Secretary General of the Permanent Court of Arbitration, The Hague</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of</p>

	<p>the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Consultant [<i>If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in Pakistan (b) the English language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. <p>Whereas for local firms: proceedings shall be conducted in accordance with the Arbitration Act 1940.</p>

Key Deliverables

Name	Worth (% of total consultancy cost)

ANNEX-A

AUDIENCE	WHAT DO THEY NEED TO KNOW
Internal Stakeholders	
1.	▪
AUDIENCE	
External Stakeholders	
2.	▪
3.	▪
4.	▪
5.	▪

Annex-A

Project Background & Description of Salient Features

Component 1:

Component 2:

Phased-rollout establishment of OSS.

Payments:

Benefit Delivery.

**CONTRACT FOR SERVICES
BETWEEN
Aiming Change for Tomorrow (ACT) International
AND
(VENDOR)**

With reference to our previous business dealings, we have found your services to be remarkable. Your work on our UNFPA, WFP, and BC projects was outstanding, in various districts of Punjab. Given this outstanding performance, our organization would like to have a contract with your firm.

THE AGREEMENT (hereinafter, together with all Appendices attached hereto and forming an integral part hereof,) hereinafter referred to as the **Contract dated**, between **Aiming Change for Tomorrow (ACT) International**, Plot 238# street 6 I9/3, Islamabad. (hereinafter referred to as **ACT**) and, (hereinafter referred to as the **Vendor** whereas the **Vendor** is referred for specialized services under this contract) whose address **of Vendor-** The title of the specialized supplies is “-----” Whereas, **Aiming Change for Tomorrow (ACT) International** from Arshman Traders based on the provided rates of each “FOOD PACK”.

WHEREAS, the **Vendor** has the required delivery appropriately as agreed in the bidding process.

Section 1. DESCRIPTION OF SUPPLIES:

Food packs shall be provided in ----- of selected districts when and where needed based accordingly to the agreed rate and time frame.

Section 1.1. COMMENCEMENTS AND PERIOD OF CONTRACT:

The **Vendor’s** SUPPLIES shall be deemed to have started on _____, according to the agreed time duration. The detailed schedule will be shared before the start of the activities.

Section 2. RIGHTS & OBLIGATIONS OF THE VENDOR:

The rights and obligations of the **Vendor** are strictly limited to the Contract. Accordingly, the **Vendor** shall not be entitled to any benefit, payment, or subsidy compensation from ACT, except as expressly provided in the Contract. The **Vendor** will not be exempt from taxation by virtue of the Contract and will be levied withholding tax according to Pakistan law on the payments received under the Contract. The **Vendor** shall perform his obligations to the satisfaction of the ACT Program and will not act in any manner prejudicial to the interests of the Programme, Project, or Aiming Change for Tomorrow (ACT) International.

Aiming Change for Tomorrow (ACT) International shall be the judge regarding the fact that as to what amounts to be an act prejudicial to its interests.

The vendor will sign the ACT purchasing terms & conditions and abuse/exploitation form which has considered the part of the contract, both documents as Anex-1 with the contract. The vendor has strictly followed the said terms & conditions.

Section 3. CONFIDENTIALITY AND CONFLICT OF INTEREST:

The **Vendor** shall not either during the term of the Contract or subsequent to the expiration of the Contract disclose any proprietary or confidential information relating to the Project, partner NGO

organizations, the Services or Aiming Change for Tomorrow (ACT) International business or operations without the prior written consent of the ACT, which consent of Aiming Change for Tomorrow (ACT) International shall be sought exclusively by ACT on behalf of the **Vendor**.

The **Vendor** will avoid any action and in particular any kind of public pronouncement, which may adversely affect the **Vendor's** relationship with ACT, the Project, and through it the partner NGOs, or the independence and impartiality which are required by that relationship.

Section 3.1. INTELLECTUAL PROPERTY RIGHTS:

The vendor uses any material related to Aiming Change for Tomorrow (ACT) or related to the Project where providing the services its all property of ACT.

Section 3.2. ADMINISTRATIONS:

All the contractual matters at ACT will be dealt with by the Procurement Unit. The **Vendor** shall inform, through the Regional Program Manager of any major changes in the services or deviations from the contract specified in **Section 1**

Aiming Change for Tomorrow (ACT) International shall not be responsible for any natural cause tantamount to serious illness, accident, or any nature of insurance claim, which may affect the **Vendor** during the course of these special services.

Section 4. TERMINATION:

Aiming Change for Tomorrow (ACT) International may terminate the Contract by notice to the **Vendor** on the following grounds:

1. If the **Vendor** has failed to satisfactorily provide the Supplies as per the requirements of the Contract
2. On non-compliance of any clause mentioned in the contract.

Section 4.1. PROCEDURE ON TERMINATION:

Upon termination of the Contract (unless such termination shall have been occasioned by the default of the **Vendor**) the **Vendor** shall be entitled to the full payment of remuneration upon rates specified in Section 6 for Services provided up to the accomplishment of deliverables as defined at the time of termination.

Section 5. ARBITRATION & SETTLEMENT OF DISPUTES:

In case of any dispute or differences whatsoever arising out of the Contract or in connection herewith agreed upon and stipulated herein which cannot be amicably settled between the parties within thirty (30) days shall be referred to a mutually appointed arbitrator and finally settled by arbitration by way of a mutually appointed arbitrator. That said the Arbitration Act, 1940, would govern the arbitration proceedings and the rules made there under as enforced in Pakistan.

Section 6. PAYMENTS TO THE VENDOR:

1. ACT-International shall settle all invoices within 5 business days.
2. All payments should be inclusive of tax.
3. Rate will be negotiated based on location and participants.
4. The contract may be extended in terms with the same specifications after getting feedback from

concerned staff & participants.

5. All requisite tax deductions will be in accordance with the Government of Pakistan rules.

Section 7. NOTICES:

All notices hereunder to be effective must, if they are meant for ACT, be sent by registered post/courier/hand at the following address:

Plot#238 street 6 I9/3, Islamabad.

And if they are meant for the Vendor to be sent by registered post/courier/hand at the following Address: _____

Or to such other address as the addressees shall hereafter have notified to the other party in writing as the address for the service of notice.

The supplies contract will commence upon signing by the parties, each page of the original, as well as the office copy. The original may be retained by the Vendor for their record and the office copy remains with Aiming Change for Tomorrow (ACT) International. By signing the document, the signatories certify that they are authorized to enter into the agreement.

IN WITNESS THEREOF THE said parties put their hands to the Agreement on the date mentioned below:

Mr. Mubashir Banoori
Chief Executive Officer

Vendor

Plot#238 street 6 I9/3, Islamabad

ACT (Aiming Change for Tomorrow)

CNIC: _____

CNIC: _____

Date: _____

Date: _____

Witness:

Witness:

Name & Signature:

Name & Signature:

Date: _____

Date: _____

