

Issuance Date: April 18, 2024

Closing Date: April 30, 2024

REQUEST FOR PROPOSAL

**SUBJECT: Request for Proposal/RFP Number: RFPB/PROC/001/GIZ-24
Rental Car Services on monthly basis for Karachi Office**

Inspire Pakistan is a Non-Governmental Organization registered with SECP under Section 42 of the Companies Act 2017. The Organization is working on Human Rights, Refugee Rights, Education, and Youth Empowerment since 2014 with geographical coverage of all the provinces of Pakistan.

The RFP is comprised of five (5) sections as listed below:

Section 1:	Summary Information
Section 2:	Instructions to the bidder/ offerors
Section 3:	Scope of work and details of Items
Section 4:	Evaluation Criteria
Section 5:	Certification

Issuance of this solicitation does not constitute an award commitment on the part of Inspire Pakistan or any other organization/ associated agency, nor does it commit to pay for any costs incurred in the preparation or submission of a proposal. The Inspire Pakistan reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Inspire Pakistan.

Requests for additional information, clarifications or other questions must be submitted in writing (by e-mail zilehasnain@inspirepk.org) by close of business April 30, 2024, in accordance with paragraph 2.5 and its sub paragraphs of Section 2 of this Request for Proposal (RFP).

Your proposal should be submitted in accordance with the instructions set forth in Section 2 of this RFP. Questions should be sent to zilehasnain@inspirepk.org by April 30, 2024. Only shortlisted applicants will be contacted.

Interested and qualified organizations should present their proposal packages addressed to The Award Committee of Inspire Pakistan no later than **16:30 hours** (close of business) on **April 30, 2024**.

Inspire Pakistan reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to award, without thereby incurring any liability to bidders or any obligation to inform bidders of the grounds for Inspire Pakistan action.

The Inspire Pakistan look forward for making an award to the most advantageous offer and due to shortage of processing and implementation time, only shortlisted entities will be

contacted for final selection. Individual enquiries will not be entertained for determination of status of applications and feedback on the process and regrets will not be sent to unsuccessful bidders.

Sincerely,

Senior Procurement Officer
Inspire Pakistan
zilehasnain@inspirepk.org
House No. 123, Street No. 81
E-11/2
Islamabad

SECTION 1 - SUMMARY INFORMATION

1.1 RFP Issued By: Inspire Pakistan

Inspire Pakistan is a Non-Governmental Organization registered with SECP under Section 42 of the Companies Act 2017. The Organization is working on Human Rights, Refugee Rights, Education, and Youth Empowerment since 2014 with geographical coverage of all the provinces of Pakistan.

1.2 RFP Number: RFP/PROC/001/GIZ-24

1.3 Requests for information, clarifications, or questions on this procurement:

Requests for additional information, clarifications, or other questions must be submitted in writing through email (E-mail: zilehasnain@inspirepk.org), to the address indicated below. Verbal requests/ telephone calls will **NOT** be entertained. All questions and clarifications will be responded in writing with all potential bidders. The closing date for questions is April 30, 2024 by 16:30 Hrs. Pakistan standard time (COB). Absolute

Senior Procurement Officer
Inspire Pakistan
Email: zilehasnain@inspirepk.org

1.4 Last date for submission of Proposals:

Last date of the submission of the proposals is Thursday, April 30, 2024 by 16:30 Hrs Pakistan standard time. The proposals should be addressed to The Award Committee. Submission of proposals can only be mailed.

Senior Procurement officer
Inspire Pakistan
House No. 123, Street No. 81
Sector E-11/2
Islamabad.
Email: zilehasnain@inspirepk.org

Inspire Pakistan reserves the rights to reject any or all submitted proposals at its discretion and is under no obligation to issue an award.

1.5 Amendment of Requests for Proposals:

Inspire Pakistan reserves the right to amend this Request for Proposal (RFP) upon written notice to bidders and/or through advertisement in newspapers.

1.6 Timing and Duration of the Procurement/ Solicitation:

The proposed contract is expected to be awarded in May 2024, after the solicitation and award process is completed by the Procurement Committee. Please note that

ALL procurement and delivery process is expected to be completed within minimum possible time.

SECTION 2: INSTRUCTIONS TO THE BIDDER/ OFFERORS

2.1 General

Firms invited to submit proposals/quotations are under no obligation to do so. Offerors will **NOT** be reimbursed for any costs incurred in connection with the preparation and submission of their proposals. Inspire Pakistan is looking forward to making an award to the most advantageous offer and due to shortage of processing and implementation time, only shortlisted entities will be contacted for final selection. Individual enquiries will not be entertained for determination of status of applications.

2.2 Type of Contract

Inspire Pakistan contemplates awarding a **Fixed Price** contract with multiple fixed price deliverables under this solicitation. Payments terms will be decided after negotiation with the shortlisted firm/ offeror/ bidder. The Offeror shall follow the instructions contained herein and supply all information as required. Failure to furnish all information requested may disqualify a proposal. A responsive proposal is one that fully complies with all of the terms and conditions of the solicitation without modification.

2.3 Receipt of Proposal and Acceptance Period

Proposals must be received by 16:30 hrs. on April 30, 2024. Proposals must remain available for acceptance by the Procurement committee for a minimum of thirty (30) calendar days after the closing date of this RFP. Particularly, the quoted price should remain valid for at least 30 days.

The soft copy of the proposals may be requested on e-mail attachment using either MS Word /MS-Excel or Adobe Acrobat PDF format. The cover sheet must clearly state the number of pages. The project may also request financial proposal in MS-Excel files for analytical purposes.

2.4 Preparation of Proposals

The offeror/ bidder may submit proposal for Rental Car Services. All sections of the proposal should be completed in accordance with paragraph 2.5 and sub paragraphs of section 2 of this RFP. Documentation must be typewritten in English, and signed by an individual authorized to commit the offer on behalf of your firm/ company. The completed forms shall have no erasures except those necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the offer.

2.5 The Proposal

The Proposal should be in the English language, typed, on white paper, single-spaced, with each page numbered consecutively. The proposal package should comprise of following:

- A. Cover Letter;
- B. The profile of the firm/ company;
- C. Technical proposal / Information of offered Services
- D. Financial proposal/ quotations

The detail of each section of the proposal is given below:

2.5.1 Cover Letter

The cover letter should be written in the name of Inspire Pakistan on the letterhead of the firm/ company and it should:

- 1) State that the proposal is made to Procurement Committee, Inspire Pakistan.
- 2) That the proposal is submitted under RFP number: **RFP/PROC/001/GIZ-24**.
- 3) Furnish information of the offeror for example full legal name, address, telephone & Mobile No, e-mail of the organization submitting the proposal, and the date of submission.
- 4) Name and number of items, for which proposal is being submitted;
- 5) Contact detail of focal person for this proposal

2.5.2 The profile of the firm/ company

The profile of the company should include but not limited to:

- Accreditation and affiliations with other companies/ organizations
- Statement of Organizational Capabilities and description of work similar in size and nature. The organizational profile should also demonstrate capacity and capability of rental car services in Karachi.
- Past Performance Information: List up to 3 of the most recent and relevant contracts for efforts similar to the work in the subject proposal. Please also mention the rupees value of such supplies, year of execution of the contract, name and contact details of the clients.
- Management and Supervision the Offeror will describe its management, supervision, and administrative arrangements for executing this proposal, including the proposed organizational structure, functions and responsibilities of the proposed team.
- Undertaking by the applicant that organization has never been black-listed, nationally or internationally for undertaking any procurement.

A limited number of relevant documents may be included in the appendices of this section. These documents could be:

- ✓ Registration document of the organization,

- ✓ Copy of N.T.N,
- ✓ Certificate of registration,
- ✓ Declaration on company's letterhead of bankruptcy, anti-terrorism & non - involvement of fraud or corruption

Any change in the structure or formation of applicant organization after being prequalified may result in disqualification unless this fact is notified to the Procurement Committee of Inspire Pakistan. Such notification shall be denied if as a consequence of the change the Bidder no longer substantially meets the qualification criteria set forth in the Qualification Criteria, or if in the opinion of Inspire Pakistan.

2.5.3 Technical Proposal

The proposal should provide a detailed description of how the applicant will approach and complete the supply and delivery of the items(s). The scope of work and detail of items are outlined in the Section 3 of this RFP. Offerors/ bidders may submit proposal for supply/ installation of any number of the Items(s). Organizations are encouraged to generate ideas, suggest details, and if appropriate, offer alternative and/or additional suggestions. The offerors are also requested to include brochure, catalogs and pamphlets of proposed and alternative. items

Technical Approach / Design: the proposal should demonstrate a clear and effective overall technical and management approach for the supply of items(s). All Items must be stated with their make, model and country of origin, available parts and service warranty. The technical proposal should also include detailed technical specifications, drawings, schematic drawings, list of auxiliary parts and standard accessories to make equipment complete and operable in field for intended use. The proposal should also incorporate optional parts/ items to increase the effectiveness and broaden its utility for other functions.

2.5.4 Financial Proposal

Under Financial proposal, the bidders need to submit the prices in the format, given

#	Description of Services	Qty	Unit Prices without GST PKR	GST	Unit Price with GST PKR	Total Price with GST PKR

as under:

The Offeror should feel free to provide a financial proposal (budget) in accordance to the Technical Proposal, mentioned above. The detailed budget should be made in **Pakistani Rupees**, inclusive of all applicable taxes and duties. Prices and taxes should be quoted separately. Prices must be valid for at least 30 days from the last date of submission of proposal.

Budgets should be prepared for each item. The budget should be categorized into

the following categories:

- Unit Price
- GST if applicable
- Total with GST if applicable
- Total Price

The Offerors are requested to submit a proposal directly responsive to the terms, conditions, specifications, and clauses of this request for proposals. Proposals not conforming to this RFP may be categorized as unacceptable, thereby eliminating them from further consideration.

SECTION 3: SCOPE OF WORK AND DETAIL OF Items

The selected offeror(s) of this solicitation will be responsible for:

Rental Car Firm shall provide Inspire Pakistan, rental vehicles (Cars) as per following specifications for Karachi office on monthly basis.

- Car rental firm have proven set up of office in Karachi.
- Minimum specification of vehicle: Sedan (4 door) or equivalent for local Karachi. The vehicles must not be older than 2018 model.
- Vehicles are required for 15 months.
- Minimum engine power of the vehicles must be 1300cc.
- All vehicles must have functional seat belts, air conditioner, heater toll kit box, spare wheel, fire extinguisher, first aid box, umbrella, central locking etc. and tracker installed.
- All vehicles to be rented will be subject to inspection by Inspire Pakistan. Any vehicle found to be in poor condition or does not meet our specification at the time of delivery will not be rented by Inspire Pakistan and no payments will be made as a result.
- Rent a car firm shall be responsible ensuring the vehicle is road worthy. Such as breaks, lights, oil and other requirements of vehicles all the time.
- The Rent a car firm is responsible for maintaining proper registration and comprehensive insurance for the vehicles during the period of this rental contract.
- Rent a car firm shall ensure that the driver must be familiar with routs of the city they are being travelled including the destination points.
- Rent a Car firm shall ensure that driver must be paid for their expenses (Night Stay, Food etc.) during travel if applicable.
- Rent a car firm must ensure that the driver should be medically fit. Furthermore, they should be neat and clean, soft spoken, have ability to speck and understand basic English language. Driver must not be under the influence of alcohol, drug and medicine.
- Drivers will not allow to use mobile phone and any other thing that will distract the drive.
- Rent a car firm shall be responsible for payment of parking charges etc. during visits, However, these charges may claim in invoices as per actual upon submission of receipts to Inspire Pakistan.
- In case of any breakdown where the vehicle requires repairing, a substitute vehicle will be provided by service provider to Inspire Pakistan. Rent a car firm shall be required to carry out all repair works up to the standards.
- Rent a car firm will provide the vehicle with driver, and rent a car firm is responsible for the driver's security, food, salary, lodging and insurances required by the Pakistani law.
- Inspire Pakistan will not accept liability for the compensation for death, disability or other hazards, which may be suffered by the driver provided through this contract.

- Any party wanting to terminate the contract shall serve one-month prior notice. No reasons for the termination are required.
- Parking of vehicles in Karachi will be settle with mutual understanding and contract.
- Rent a Car firm will provide their detail profile in which mention with organizations they are working and area of operations.
- Inspire Pakistan should give prior intimation to Rent a car firm in case of outstation visit to clear tracker.

The details of services required are specified below:

Rental Car Services on monthly basis

Sr. No	Item	Description/ Specifications	City	Qty	Rate
01	Sedan (4 Door)	<ul style="list-style-type: none"> • Model from 2018 and above • With Driver 	Karachi	02	

SECTION 4: EVALUATION CRITERIA

The evaluation will be made to responsible offeror whose offer follows the RFP instructions, meets the eligibility requirements, and the **lowest Priced, technically acceptable**.

Technical acceptability will be determined based on the following criteria: -

- At least 5-year experience in providing similar services
- The offeror must be registered with FBR and have a valid NTN and GST
- Drivers with valid driving license
- Comprehensively insured vehicles

Terms & Conditions:

- Inspire Pakistan is not bound to accept any Proposal, nor award a contract/ purchase order, nor be responsible for any costs associated with a suppliers’ preparation and submission of a proposal, regardless of the outcome or the manner of conducting the selection process.
- This is a “Request for proposal” only. Issuance of this RFP does not in any way obligate Inspire Pakistan to accept any proposal, award a contract, to pay any cost associated with an offeror preparation and submission of proposal regardless of the outcome or manner of conducting the selection process.
- All vehicle to be rented will be subject to inspection by the admin department of Inspire Pakistan. Any vehicle found be in poor condition or does not meet our specification at the time of delivery will not be rented by Inspire Pakistan and no

payment will be made as a result.

- d. Inspire Pakistan will not be liable to indemnify any third party in respect for any claim, debt, damage or demanded arising out of this contract.
- e. Driver must have a valid driving license and CNIC
- f. In case of any breakdown where the vehicle requires repairing, a substitute vehicle will be provided by service provider to Inspire Pakistan and the firm shall be required to carry out all repair works up to the standards.

(i) Requirement for the Offeror:

- 1) Rental Car firm have proven set up of office in Karachi.
- 2) Minimum experience of three years in provision of vehicle hire service;
- 3) Assignment of dedicated contact person who will manage vehicle hiring requests for the Inspire Pakistan.
- 4) Respond to vehicle request with one day advance notice.
- 5) Fuel should be provided by the Inspire Pakistan.
- 6) Maintenance to be carried out by the Contractor in any case.
- 7) Food and accommodation for the driver during field travel should be borne by the Contractor.
- 8) The vehicle should be compliant with applicable comprehensive insurance, safety or other motor vehicle requirements.
- 9) Registered for operation during the period of Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by law.
- 10) Rent a Car firm shall ensure that driver must be paid for their expenses (Night Stay, Food etc.) during travel.
- 11) Rent a car firm will provide the vehicle with driver, and will be responsible for the driver's security, food, salary, lodging and insurances required by the Pakistani law.
- 12) Keep record of all trips required by the staff and maintain a log for each vehicle

II. Requirements for the Vehicle:

- 1) Minimum specification of vehicle: Sedan (4 door) or equivalent for local Karachi and field visits and other cities. The vehicle must not be older than 5 years.
- 2) Rent a car firm shall be responsible ensuring the vehicle is road worthy. Such as breaks, lights, oil and other requirements of vehicles all the time.
- 3) The vehicle should be equipped with necessary items like seat-belt restraints in the front and rear of the vehicle, spare wheel, mechanical jack, basic hand tools, air conditioner, heater, toll kit box, fire extinguisher, first aid box, umbrella, central locking etc. and tracker installed.
- 4) The Rent a car firm is responsible for maintaining proper registration and the vehicles should have comprehensive insurance during the period of rental contract.
- 5) The vehicle should have good tires
- 6) The vehicle should have a well-maintained Log Book
- 7) The vehicle should be clean, inside and out, and free from any unpleasant odor.

III. Requirements for the Driver

- 1) The driver should have minimum 5 years' work experience as a Driver; a safe and clean driving record; knowledge of driving rules and regulations and skills in minor vehicle repair;
- 2) The driver should be able to write log book in English.
- 3) The driver should not consume alcohol, drugs, smoke & chew dome while on duty;
- 4) The driver should be properly trained in the operation and maintenance of the vehicle;
- 5) The driver should be licensed for operating a motor vehicle which is on duty, including for passenger service if required;
- 6) Familiar with local routes and destinations in the field area round the country;
- 7) Properly attired during hours of operation;
- 8) Observes the rules of the road at all times and
- 9) Observe at all times basic courtesy to passenger(s), fellow motorists and road authorities.
- 10) Rent a car firm must ensure that the driver should be medically fit, they should take proper rest before going on visits. Furthermore, they should be neat, clean and soft spoken.
- 11) Drivers will not allow to use mobile phone and any other thing that will distract the drive.

General Terms & Conditions:

- 1) Rent a Car firm should provide their NTN & GST numbers.
- 2) Prices quoted should be inclusive of all taxes.
- 3) All Govt. of Pakistan taxes will apply for payment purpose.
- 4) It is important to note that General Sales Tax on provision of Goods and Services is to be included in a separate line. Inspire Pakistan will deduct the withholding taxes as per applicable laws of Pakistan. The Subcontractor is responsible for all applicable taxes and fees, as prescribed under the applicable laws for income, compensation, permits, licenses, and other taxes and fees due as required. If vendor is GST registered, then it must submit rates with GST and will raise GST invoice.
- 5) If your company is tax exempted, please attached relevant FBR documents.
- 6) Ensure your quotation must be complete in all aspects.

Key Points in evaluation of Proposals:

- 4.1 To assist in the evaluation of proposals, the Procurement Committee may, at its discretion, ask any applicant for a clarification of its proposal which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing. If applicant does not provide clarifications of the information requested by the date and time set in Inspire Pakistan's request for clarification, its proposal may be rejected.
- 4.2 Section 3 of this RFP provides guidance to offerors/ bidders concerning the documentation necessary to conduct an informed evaluation of each Bid. The bidders must furnish adequate and specific information in the proposals. A proposal may be eliminated from further consideration before a detailed evaluation is

performed if the proposal is considered obviously deficient as to be totally unacceptable on its face or which prices are inordinately high or unrealistically low.

- 4.3 Inspire Pakistan shall use all the factors, methods and criteria defined in the evaluation criteria to evaluate the bids of the Bidders and any specialist subcontractors. Inspire Pakistan reserves the right to waive minor deviations in the evaluation criteria if they do not materially affect the capability of a Bidder to perform the contract.
- 4.4 The Award Committee reserves the right to award a contract under this RFP on the basis of initial offers without discussions. Similarly, the committee also reserves the right to accept or reject one or all proposals received against this RFP.
- 4.5 Bidders shall not have a conflict of interest. Bidders shall be considered to have a conflict of interest, if they participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of this solicitation. Where a firm, or a firm from the same economic or financial group, in addition to consulting, also has the capability to manufacture or supply goods or to construct works, that firm, or a firm from the same economic or financial group, cannot normally be a supplier of goods or works, if it provided consulting services for the contract corresponding to this solicitation, unless it can be demonstrated that there is not a significant degree of common ownership, influence or control.
- 4.6 Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices/ proposal at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) Will reject a Bid/ proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an Inspire Pakistan contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Inspire Pakistan financed contract.
- 4.7 Any attempt by a Bidder to influence Inspire Pakistan representatives in the evaluation of the bids or contract award decisions may result in the rejection of its bid/ proposal.

SECTION 5: REQUIRED CERTIFICATIONS

Following certificates need to be signed by all applicants. These certifications are integral part of the proposal. Please print the below certificates and send back to us with your proposal after signature and stamp on each certificate. These certificates are:

Annex-:

This is certified that our organization namely ----- represented by undersigned is financially sound and have capacity & capability of understanding the supply of items given in RFP/PROC/001/-24GIZ.

We hereby certify that we or any of our team member has never been part of terrorism, involved in fraud or corruption under any service or supply order or dealing with any party.

Name of Person: -----

Designation: -----

Date: -----

Annex-:

BIDDER’S ETHICAL DECLARATION

Tenderer’s name: _____

Tenderer’s address: _____

CODE OF CONDUCT:

1. Labour Standards

The labor standards in this code are based on the conventions of the International Labor Organization (ILO).

- Employment is freely chosen

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

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

Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively. The employer adopts an open attitude towards the legitimate activities of trade unions. Worker’s representatives are not discriminated against

and have access to carry out their representative functions in the workplace. Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates and does not hinder, the development of parallel means for independent and free association and bargaining.

- *Working conditions are safe and hygienic*

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

- *Child Labor shall not be used*

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

- *Living wages are paid*

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

- *Working hours are not excessive*

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

- *No discrimination is practiced*

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

- *Regular employment is provided*

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

- *No harsh or inhumane treatment is allowed*

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

B. Environmental Standards

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

- *Waste Management*

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

- *Packaging and Paper*

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

- *Conservation*

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

- *Energy Use*

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

- *Safety precautions for transport and cargo handling*

All transport and cargo handling processes are based on the need to maximize safety precautions and to minimize potential injuries to INSPIRE PAKISTAN beneficiaries and staff as well as the suppliers' employees or those of its subcontractors.

C. Business Behaviour

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

The supplier should not be engaged

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

INSPIRE PAKISTAN procurement rules and regulations

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

Operating Principles

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

INSPIRE PAKISTAN will:

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

INSPIRE PAKISTAN expects suppliers to:

1. Accept responsibility for labor and environmental conditions under which products are made and services provided. This includes all work center INSPIRE PAKISTAN or sub-center INSPIRE PAKISTAN and that conducted by home or other out-workers.

2. Assign responsibility for implementing the Code of Conduct to a senior manager.
3. Make a written Statement of Intent regarding the company's policy in relation to the Code of Conduct and how it will be implemented, and communicate this to staff and suppliers as well as to INSPIRE PAKISTAN.

Both parties will

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

Qualifications To the Policy Statement

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

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

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

Name & Position of Tenderer's authorized representative _____

Authorized signature _____

ANEX V

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

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

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

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

If the INSPIRE PAKISTAN terminates the Contract/PO pursuant to paragraph 12.1

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

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

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

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

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

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

Inspire Pakistan adopts this PSEA Code of Conduct as the appropriate standard of conduct for the vendors working with the organization

Inspire adopted International Code of Conduct. Hereunder:

1. The Humanitarian imperative comes first.
2. Aid is given regardless of the race, creed or nationality of the recipients and without adverse distinction of any kind. Aid priorities are calculated on the basis of need alone.
3. Aid will not be used to further a particular political or religious standpoint.
4. We shall endeavor not to act as instruments of government foreign policy.
5. We shall respect culture and custom.
6. We shall attempt to build disaster response on local capacities.
7. Ways shall be found to involve programmed beneficiaries in the management of relief aid.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.
9. We hold ourselves accountable to both those we seek to assist and those from whom we accept resources.
10. In our information, publicity and advertising activities, we shall recognize disaster victims as dignified humans, not hopeless objects.

Prevention against Sexual Exploitation and Abuse (PSEA)

What is SEA?

Sexual Exploitation and Abuse refers to all forms of inappropriate conduct of a sexual nature with person of concern. This includes, but is not limited to:

- Exchanging money, employment, goods or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior;
- Sexual activity with commercial sex workers in areas where inspire Pakistan is delivering programming whether or not prostitution is legal in the host country; and
- Use of a child or adult to procure sex for others.

Definitions of Sexual Exploitation and Abuse:

Sexual Abuse: The threatened or actual physical intrusion of a sexual or sexualized nature, including inappropriate touching, by force or under unequal or coercive conditions, sexual assault and rape. It may also include threatened or actual nonphysical intrusion (unwanted and/or uninvited exposure to pornography, texts, images, and so on, the sharing of images, texts and so on, demands for sexualized photographs etc.).

Sexual Exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, trust, or dependency, for sexual or sexualized purposes. This includes the offer or promise of monetary, social, political benefits as an incentive or form of coercion.

Sexual favors: Any sexual or sexualized acts, in exchange for something such as money,

goods, services, opportunities and so on. Also includes demands for inappropriate photographs, filming, and exposure to pornography.

Grooming: The cultivation of emotional relationships with those in positions of vulnerability or inequitable power, with the intention of manipulating these relationships into sexualized dynamics in the future.

Zero Tolerance

- At Inspire Pakistan, we have a culture of zero tolerance for all forms of abuse and mistreatment, including Sexual Exploitation and Abuse, Harassment, Intimidation and Bullying.
- This means that every single concern is fully responded to and where necessary prompt action (including conducting an investigation and taking disciplinary action, if applicable) is taken.
- It means that we will hold our people to account against the same standards and subject them to the same processes, as everyone else regardless of their position or reputation within the organization.

Our approach to preventing the abuse and exploitation

Inspire Pakistan is committed to preventing the sexual exploitation and abuse of person of concern, including through the following means:

Awareness: Ensuring that all staff, representatives and third parties connected to Inspire Pakistan are aware of the high standards of behavior and conduct expected of them to protect person of concern from any form of sexual abuse and exploitation in their private and working lives.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Inspire Pakistan minimize the risks of any form of sexual exploitation and abuse, including but by no means limited to conducting relevant vetting and background checks of staff as part of their recruitment process.

Reporting: Ensuring that all staff and those who work with Inspire Pakistan are clear on what steps to take where suspicions or concerns arise regarding allegations of sexual exploitation or abuse of person of concern in vulnerable populations where we work.

Responding: Ensuring that immediate action is taken to identify and address reports of sexual exploitation and abuse and ensure the safety and well-being of the person being sexually exploited or abused.

To help you identify SEA incidents the following are examples of prohibited behavior:

- a) Engaging in relationships, which could be an abuse of trust, are abusive and/or exploitative.
- b) Your employees engaged at field asking for sexual favors in exchange of food or any other assistance.
- c) Miss use of position of authority/ power.
- d) Sexual assault.
- e) Forcing sex or person of concern to have sex with anyone.
- f) Forcing a person of concern to engage in prostitution or production of pornography.
- g) Unwanted touching of a sexual nature.

The commitment we expect from you

Inspire Pakistan expects the same high standards from all of our staff, contractors, suppliers and all third parties working with or for Inspire Pakistan, including taking measures to prohibit their staff and representatives from engaging in any sexual exploitation and abuse in their professional and personal lives.

- a) You must have a zero-tolerance policy on SEA and take all measures available to you to prevent and respond to any actual, attempted or threatened of sexual exploitation or abuse involving Inspire Pakistan staff or representatives, or your organization's employees or representatives that arises during performance of the terms of this Agreement.
- b) You must ensure that your staff members and those working with Inspire Pakistan under your control are fully aware of this policy and encourage them to report incidents of suspected, or actual, concerns of sexual exploitation and sexual abuse involving INSPIRE PAKISTAN staff or representatives, or your organization's employees or representatives that arises during performance of the terms of this Agreement.
- c) You must immediately report any suspicion or incident of sexual exploitation or abuse occurring in INSPIRE PAKISTAN, your organization or sub-contractor in relation to your business partnership with Inspire Pakistan. Failure to report will be treated as serious and may result in termination of any agreement with Inspire Pakistan.
- d) When you or any staff working for Inspire Pakistan under your control suspect or become aware of a safeguarding concern in relation to work for Inspire Pakistan, you are obligated to
 - Act quickly and immediately report suspicions or knowledge of a safeguarding concern or incident to a relevant contact at Inspire Pakistan (which could include the PSEA Focal Point, the Inspire Pakistan Country Director / Regional Director).
 - Keep any information confidential between you and the person you report this to.
- e) You will cooperate with Inspire Pakistan in any investigations of concerns reported under this Agreement, and keep Inspire Pakistan promptly updated on any concerns reported under this Agreement, including but not limited to actions taken by you in response.

Diversity:

I understand that Inspire Pakistan employs or otherwise works with organization that employs people from different nationalities. I shall therefore remain mindful of the diverse culture and embrace diversity and shall refrain from any activity or act that may hurt the feelings of others.

I shall also remain mindful of the concept of diversity while dealing with beneficiaries given that beneficiaries representing different communities are different cultures and have different customs.

Discrimination:

Inspire Pakistan does not exclude, deny to, or otherwise discriminate against any person on the ground of race, color, or national origin, or on the basis of disability or age in admission to, participation in, or receipt of services and benefits under any of its programme and activities. Inspire Pakistan will not tolerate discrimination or harassment. Harassing and discriminating behavior undermines the integrity of employment relationships and interferes with effectiveness. I as an employee of Inspire Pakistan is responsible for ensuring that inspire Pakistan’s workplace is free from prohibited harassment, whether or not the behavior or comments result in a violation of the “Law”.

Acknowledgement

I understand that my signature on this document indicates that I have read and fully understood this code of conduct and my professional and ethical conduct and responsibilities as an employee of Inspire Pakistan.

I do pledge to keep the spirit of this code alive through my conduct.

Name: _____

Sign: _____

Date: _____