

INVITATION TO BID
FOR PROCUREMENT OF
Teacher Training Consultancy

ITB No:	ITB/PROC/001/MN/UN-24
Tender Title:	Consultancy for Teacher Training (Mianwali)
Publication Date	29 October 2024
Bid closing date & Time:	08 November 2024 at 1200 Hrs

Subject: Consultancy for Teacher Training (Mianwali)2024.

- A. Inspire Pakistan is Non-Governmental Organization registered with SECP under Section 42 of the Companies Ordinance, 1984. The Organization is working on Human Rights, Refugee Rights, Education and Youth Empowerment since 2014 with the geographical coverage of all the province of Pakistan.

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

1	Annex-I	Introduction to INSPIRE PAKISTAN
2	Annex-II	Terms of Reference of the Consultancy
3	Annex-III	Bidders Ethical Standards – Please Read, Sign and Stamp at the end and submit along with your proposal/bid.
4	Annex-IV	General Terms and Condition for the Purchase of Good/ Services
5	Annex-V	PSEA Policy. Please Read, Sign and Stamp at the end and submit along with your proposal/bid.

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

Manner of Submission:

Your proposal should be prepared in English.

Your proposal shall comprise two separate set of documents sealed in two separate envelopes; one containing the technical proposal and the second one containing the financial proposal. The Envelope containing both the proposals should be clearly marked as “**Proposal for Teacher Training Consultancy - ITB/PROC/001/MN/UN-24**”. Your proposal must reach / be delivered at the given address on or before 8th November 2024 - 1200 Hrs. Proposals received after deadline will not be entertained.

Annex-I

Introduction to INSPIRE PAKISTAN

Presentation of INSPIRE PAKISTAN:

Inspire Pakistan is a non-profit, non-governmental, non-political, and non-religious development organisation registered with the Securities and Exchange Commission of Pakistan (SECP) under the companies ordinance. The organisation has been formed by the tireless and continuous efforts of a group of intellectual and indigenous people, who share an undying aspiration to work for the uplift of Human Rights leading to the betterment of the society and underprivileged communities. It is indeed for this very reason that the people of Inspire Pakistan have come together to bring their innovative ideas to enlighten and encourage everyone towards upholding and improving the overall Human Rights situation in the country. Inspire Pakistan intends to engage in programmes and projects that are geared towards the betterment of the marginalized segments of society in assisting them achieve those merits in life that are essential to live progressively thereby ensuring true human development.. In order to ensure social development of unprivileged deserving communities, Inspire Pakistan endeavours to work in the ambits of Human Rights, Education, Women Empowerment, Community Mobilisation, Humanitarian Assistance, Relief and Rehabilitation, Research & Development, Child Protection, Environment and Peace Building for the society. The organization conceives pioneering designs and deploys its engagement in various programmes/projects through project management, lobbying, advocacy, institutional capacity building, technical advice, activism, conducting trainings, awareness raising, and conducting and publishing research related interventions et cetera.

No society is to progress if it does not endorse and uphold Human Rights. True development can only be achieved once people have the desired freedom and liberty within the moral, cultural, and ethical codes and norms of a society realize their true potential. For that matter, institutions also need to be fair and strengthened so that people of a society can groom and progress in the context of social development.

Inspire Pakistan believes that generally an aerial perspective is given to the overall situation of Human Rights; however, what this organization gives utmost importance to is the personal priming of the individual being. True development can only occur once a supreme 'culture of human rights' is fostered to empower society. Such a culture can only be created once all human beings mature their thinking and understanding thereby making their choices and decisions on the grounds of having informed expectations. Only then can a society achieve progressive human development; continued economic, social, political, and civil prosperity; absolute respect for cultural diversity as well as lasting tranquil peace.

The pivotal ingredient to such a state of development for human beings, either as individuals or as a group in the form of a community, society, or nation, is for the individuals to be able to avail their basic human rights without facing any discrimination or persecution on grounds of age, race, sex, colour, nationality, religion, social affiliation or political engagement. Henceforth, Inspire Pakistan pledges to continue its struggle for equality and protection of the deserving people in realisation of the aforementioned notion.

Geographical coverage:

Inspire Pakistan strives for the rights of the deserving and distressed individuals and communities across Pakistan. The thematic areas of Inspire Pakistan are Education, Refugee Rights, Human Rights, Youth empowerment. Geographical coverage is throughout Pakistan, in all provinces of Pakistan with Head Office in Islamabad

Population of concern:

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

Organizational Objective:

The following is a list of the Aims and Objectives of Inspire Pakistan;

- To promote the respect for universal standards of Human Rights, as set out in the International Bill of Rights by emphasizing on dignity, inherent value and worth and equality of all mankind
- To further the protection of the basic Human Rights of the people of the society and in particular the disadvantaged and deprived segments
- To strengthen the stakeholders through institutional capacity building, realized by the provision of professional training courses and technical assistance towards all areas in the ambit of Human Rights, Refugee Law, Education and Project Management etc
- To campaign for creating and raising awareness on Human Rights and relevant disciplines for the masses through organising conferences, training workshops, seminars, walks, street theatres, making and disseminating Information Education Communication (IEC) material and any other means necessary in the larger welfare of the communities
- To work towards child welfare, juvenile protection and children's education
- To provide social support and welfare services to the women with a view towards women empowerment thereby protecting the women, ensuring their rights and encouraging their participation in development activities; through programming, advice, counselling, vocational training and any other means necessary
- To provide support to the people of the society through a programmatic framework either directly or indirectly in ensuring that their fundamental rights, as set out in the Universal Declaration of Human Rights (UDHR) as well as the Constitution of Pakistan; are guaranteed
- To work towards the provision of humanitarian aid, assistance, relief, reconstruction and rehabilitation services, through ensuring social protection to the people during and after emergencies and disasters
- To address issues relating to poverty through education with special focus on women and children
- To promote and standardize education for all on the grounds of equality thereby improving access and quality of education for the development and progress of the nation.

Annex-II:

DESCRIPTION OF REQUIRED SERVICES & PRICE PROPOSAL
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Terms of References

1. Background

Inspire Pakistan, in partnership with UNHCR, manages eight schools in Kot Chandna Refugee Village, Mianwali, to provide quality education to Afghan refugee children. To strengthen the capacity of teachers and improve educational outcomes, Inspire Pakistan aims to conduct a comprehensive teacher training program covering critical areas such as modern pedagogical techniques, classroom management, child protection, mental health support, and environmental education etc.

The training program will focus on enhancing teaching methods, improving classroom management, and equipping teachers with skills to handle the unique needs of students in refugee settings. To ensure effective delivery, Inspire Pakistan intends to engage a qualified training firm or institution to design and implement this 4-5-day training program.

2. Objective of the Assignment

The objective of this assignment is to engage a training firm or institution to design, develop, and deliver a 4-5-day comprehensive training program for teachers of the eight schools managed by Inspire Pakistan. The training should:

- Build teachers' capacities in pedagogical skills, classroom management, Early Childhood Development (ECD), and student assessment.
- Equip teachers with the knowledge to handle Mental Health and Psychosocial Support (MHPSS), Gender-Based Violence (GBV), Protection from Sexual Exploitation and Abuse (PSEA), and child protection issues.
- Promote the integration of environmental education, climate change awareness, and Disaster Risk Reduction (DRR) into the school modules.
- Provide practical, hands-on training in the use of digital tools and blended learning techniques.
- Classroom ethics including but not limited to Age, Gender, Diversity (AGD) understanding keeping in view sensitivity of the students.
- Teaching methodology including digital learning.

3. Scope of Work

The selected firm/institution will be responsible for the following:

1. Training Needs Validation and Customization

- Review the Training Needs Assessment provided by Inspire Pakistan to validate the scope and content of the training.
- Meet with Inspire Pakistan's project team to finalize the training structure, objectives, and methodologies.

2. Training Modules Development

- Develop a detailed training modules that aligns with the identified needs and objectives of the program, ensuring it covers all modules:

- i. Early Childhood Development (ECD).
 - ii. Teaching Methodologies (ABL, PBL, blended learning).
 - iii. Classroom and School Management.
 - iv. MHPSS, GBV, PSEA, and Child Protection.
 - v. Environmental Education and Disaster Risk Reduction (DRR).
 - vi. Student Assessments and Feedback Mechanisms.
 - vii. Story Reading and Literacy Enhancement.
- Ensure the training materials include lesson plans, presentations, participant handouts, and digital tools.

3. Delivery of the 4-5-Day Training Program

- Conduct the 4-5-day training program for 53 teachers from the Kot Chandna Refugee Schools. The training should be delivered using interactive, participatory methods, including:
 - Workshops and group activities.
 - Microteaching and peer feedback sessions.
 - Role-playing and case studies, particularly for child protection, MHPSS, and GBV modules.
- Ensure a blend of theory and practical application throughout the training.

4. Training Materials and Resources

- Provide each teacher with a training kit, including:
 - Training manuals and supporting materials for all modules.
 - Lesson planning templates and assessment tools.
 - Stationery and digital resources.
- Supply all necessary multimedia tools and ensure digital resources are utilized effectively during the training.

5. Monitoring, Evaluation, and Reporting

- Design and implement pre- and post-training assessments to gauge improvement in the teachers' knowledge and skills.
- Conduct participant evaluations and feedback during the training to ensure the sessions are meeting the desired outcomes.
- Submit a comprehensive final report at the conclusion of the training program, detailing:
 - i. Key achievements and outcomes of the training.
 - ii. Results of pre- and post-training assessments.
 - iii. Participant feedback and lessons learned.
 - iv. Recommendations for future capacity-building initiatives.

4. Deliverables

The following deliverables are expected from the selected firm/institution:

- i. Training Needs Validation:**
 - An initial meeting with Inspire Pakistan’s project team and validation of the training needs assessment held and a training scope and content validation report produced.
- ii. Training Modules and Materials:**
 - A comprehensive training modules covering all modules as per the training proposal submitted.
 - All supporting materials, including lesson plans, handouts, and digital resources developed.
- iii. Pre- and Post-Training Assessments:**
 - Tools for measuring the knowledge and skills of participants before and after the training developed.
- iv. 4-5-Day Training Program Delivery:**
 - A comprehensive training for 53 teachers, ensuring participation and engagement in all sessions is effectively delivered.
 - Approved bags and stationery with UNHCR/INSPIRE branding to the participants are delivered at the end/start of the training.
 - Arrangement of lunch and tea during the course of training for the participants put in place
- v. Final Report:**
 - A detailed report summarizing the training outcomes, assessment results, feedback from participants, and recommendations for future training developed and submitted.

5. Timeline

The total duration of the assignment will be 4 weeks, which includes:

- ✓ 2 weeks for preparation and modules development.
- ✓ 1 Week/05 days for the delivery of the training.
- ✓ 1 week for post-training assessments, report compilation, and submission.

6. Team Composition and Qualifications

The firm/institution should have the following qualifications:

- i. Institutional Expertise:**
 - Extensive experience in designing and delivering teacher training programs, particularly in challenging settings such as refugee or conflict-affected areas.
 - Expertise in key thematic areas, including Early Childhood Development, MHPSS, GBV, PSEA, and child protection.
- ii. Trainer Qualifications:**
 - The training team should include experts in education, pedagogy, child protection, psychosocial support, and environmental education.
 - At least one trainer must have specialized knowledge in Early Childhood Development (ECD).

- Proficiency in using participatory and interactive teaching methods, such as microteaching, group activities, and case studies.

iii. Language Proficiency:

- Trainers must have proficiency in local languages (Urdu/Pashto/Dari) is highly desirable.

7. Reporting and Supervision

The selected firm/institution will report to the **CEO/Education Officer, Inspire Pakistan**, and will work closely with the project team to ensure the smooth delivery of the training. All deliverables must be submitted to Inspire Pakistan for approval.

8. Payment Schedule

- Payment to the awarded bidder will be made in the following manner (after deduction of taxes).

Installment	Deliverables
1 st Installment	20% - Upon completion of deliverable 1 (detailed in TOR)
2 nd Installment	20% - Upon completion of deliverable 2 & 3 (detailed in TOR)
3 rd Installment	40% - Upon completion of deliverable 4 (detailed in TOR)
4 th Installment	20% - Upon completion of deliverable 5 (detailed in TOR)

9. Submission Guidelines

Interested firms/institutions should submit:

- A detailed technical proposal, including a work plan and methodology for delivering the training.
- A financial proposal outlining the cost of the assignment, including all associated expenses (travel, accommodation, materials, etc.).
- Profiles of key team members involved in the training.
- Examples of previous relevant work and references.
- All proposals must be submitted by [Deadline] to [Contact Information].

10. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **Technical Proposal (50%):** The quality of the proposed methodology, understanding of the assignment, and alignment with the training needs.
- **Team Experience (30%):** The qualifications and experience of the training team.
- **Financial Proposal (20%):** Cost-effectiveness and value for money.

This tender is open to all qualified firms, consultants and service providers. The Bidding Documents in English and can be downloaded free of cost at www.inspirepk.org.

Bids must be submitted in sealed envelope on or before **08 November, 2024 at 1200 Hrs** by hand or via courier at Address: House. No 123, Street No 81, E-11/2, FECHS, Islamabad. Late Bids will not be entertained.

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

Note: Inspire Pakistan payments terms are within 30 days after completion of the satisfactory services/deliverables detailed in the Terms of Reference of this consultancy. .

Annex III:

BIDDER'S ETHICAL DECLARATION

Tenderer's name: _____

Tenderer's address: _____

CODE OF CONDUCT:

1. Labour Standards

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

- *Employment is freely chosen*

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

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

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

- *Working conditions are safe and hygienic*

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

safe, and meet the basic needs of the workers. The company observing the standards shall assign responsibility for health and safety to a senior management representative.

- *Child Labour shall not be used*

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

- *Living wages are paid*

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

- *Working hours are not excessive*

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

- *No discrimination is practised*

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

- *Regular employment is provided*

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

- *No harsh or inhumane treatment is allowed*

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

B. Environmental Standards

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

- *Waste Management*

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

- *Packaging and Paper*

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

- *Conservation*

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

- *Energy Use*

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

- *Safety precautions for transport and cargo handling*

All transport and cargo handling processes are based on the need to maximise safety precautions and to minimise potential injuries to 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 jeopardise regional peace and security.

D. INSPIRE PAKISTAN procurement rules and regulations

Suppliers should comply with INSPIRE PAKISTAN procurement rules and regulations outlined 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 maximise the beneficial effect of the resources available, e.g. by collaborating with other NGOs, and by prioritising the most likely locations of non-compliance.

INSPIRE PAKISTAN expects suppliers to:

1. Accept responsibility for labour and environmental conditions under which products are made and services provided. This includes all work contrINSPIRE PAKISTAN or sub-contrINSPIRE 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. Recognise official regulation and inspection of workplace standards, and the interests of legitimate trades unions and other representative organisations.
5. seek arbitration in the case of unresolved disputes.

Qualifications To The Policy Statement

The humanitarian imperative is paramount. Where speed of deployment is essential in saving lives, 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 labour and environmental standards specified, both in my own company and those of my suppliers.

Name & Position of Tenderer's authorized representative _____

Authorized signature and stamp _____

ANNEX IV:

General Terms and Condition for the Purchase of Good/ Services

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

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

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

The Contractor shall be responsible for obtaining and renewing at its own cost and in due time such approvals, consents, governmental and regulatory authorizations, licenses and permits as may be required or deemed necessary by the Bank to perform the Contract/PO. The Contractor agrees to provide the works or services (hereinafter called the "Services"), as the case may be, required hereunder in accordance with the requirements set forth in the Contract or PO documents. The Contractor undertakes to perform the Services hereunder in accordance with the highest standards

of professional competence and integrity in the Contractor's industry, having due regard for the nature and purposes of the INSPIRE PAKISTAN as an international organization and to ensure that the employees assigned to perform any Services under the Contract or PO will conduct themselves in a manner consistent therewith. The Services will then be rendered in (1) an efficient, safe, courteous and businesslike manner; (2) in accordance with any specific instructions issued from time to time by the INSPIRE PAKISTAN's designated Project Manager; and (3) to the extent consistent with the above as economically as sound business judgment warrants. The Contractor shall provide the services of qualified personnel through all stages of this Contract/PO. The Contractor shall promptly replace any member of the Contractor's project team that the INSPIRE PAKISTAN considers unfit or otherwise unsatisfactory. The Contractor represents and warrants that it is in compliance with all the applicable laws of the remuneration of the Contractor shall constitute the sole remuneration in connection with the Contract/PO. Contractor shall not accept for its benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract/PO or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any subcontractors, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.

Contractor or the contractor's employees, subcontractors and subcontractor's employees shall, during the term of the Contract/PO strictly avoid carrying out any other assignments that may be in conflict with this assignment for the Bank.

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

Nothing in the Contract/PO is subject to the laws of Govt of Pakistan, unless otherwise specified in a specific provision of the contract/PO

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

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

Payment will normally be made through check or bank transfer within 15 days after receipt and acceptance of the Services or from receipt of a correct signed invoice whichever is later. Invoices must be sent in duplicate (one original and one copy) to Finance Department at the following address:

Finance Department
FECHS, H # 123, Street 81, E-11/2
Islamabad

Appropriate documentation should accompany all invoices. Irrespective of their nature, all claims of the contractual parties, other than warranty claims, arising from or in any way connected with the Contract/PO, shall be asserted within six (06) months after its termination.

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

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

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

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

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

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

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

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

The 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 Contractor 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.

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

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

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

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

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

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

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

If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or difference, either party may

Require that such dispute be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

The arbitral tribunal shall comprise one arbitrator jointly chosen by the parties. However, where the parties are unable to reach an agreement within sixty (60) days of notification of the Conciliation Notice, the Session Court shall become the appointing authority.

The arbitration shall take place in;Islamabad shall be in the English language. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to the INSPIRE PAKISTAN under the Agreement Establishing the INSPIRE PAKISTAN, international conventions or any other applicable laws.

The provision of this article shall remain in force after the termination of this contract.

This Agreement shall be governed by, enforced and construed in accordance with the laws of Government of Pakistan.

"Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under the Contract/PO, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

In the event of Force Majeure which delays performance of the Contract/PO or any part thereof by more than thirty (30) days, either party shall have the right, by notice to the other party, to terminate the PO.

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

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

Contractor hereby irrevocably transfers and assigns to the INSPIRE PAKISTAN all of its right, title and interest, throughout the Pakistan and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by the Contractor or any other person, General Terms and Conditions for the Purchase of Goods, Works and Services.

ANNEX V

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 programme 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: _____