

To,  
The Manger Procurement,  
HANDS, Karachi.

**Subject: Pre-Qualification Registration of Firms.**



Please register our firm as supplier for goods to HANDS. Our particulars are given below:

1. Name of Firm \_\_\_\_\_
2. Present business Address \_\_\_\_\_  
\_\_\_\_\_
3. Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_ Email \_\_\_\_\_
4. Proprietor's /Owners Name \_\_\_\_\_
5. Proprietors Residential Address \_\_\_\_\_  
\_\_\_\_\_
6. Telephone # \_\_\_\_\_ Cell # \_\_\_\_\_ SRB Reg # \_\_\_\_\_
7. Proprietor's CNIC No. \_\_\_\_\_
8. Sales Tax Registration No. \_\_\_\_\_ NTN No. \_\_\_\_\_

Banker's Name & Current A/C No. \_\_\_\_\_

9. Category for which pre-qualification is desired \_\_\_\_\_
10. Whether Manufacturers, Importers, Wholesalers, Agent, Distributors \_\_\_\_\_
11. Whether ever blacklisted YES/NO \_\_\_\_\_ if yes, give details.

Signature & Seal of the Firm \_\_\_\_\_

Full Name \_\_\_\_\_

Designation \_\_\_\_\_

Dated \_\_\_\_\_

**Document Required:**

- 1 Profile of business.
- 2 Last six months Bank Statement.
- 3 Registration Certificate from recognized body.
- 4 Agency Agreement/Registration Certificate etc.
- 5 NTN registration.
- 6 NIC copy
- 7 Income Tax Return Challan.

## 1. MINIMUM TERMS & CONDITIONS FOR POST QUALIFICATION PROCUREMENT

Following Conditions of the Purchase/Services/Repair & Maintenance will be applied to the post-qualifications procurements:

- 1.1. Incomplete and conditional responses will not be accepted.
- 1.2. The selected pre-qualified bidder will be responsible to deliver equipment at the sites at its own risk and cost.
- 1.3. The supplier will confirm the Acceptance/ Acknowledgment of its receipt on Purchase Orders/ Work Order after the receipt of the Purchase Orders/ Work Order from the Purchaser.
- 1.4. All goods must be accompanied by Delivery Challan on which the Order No., quantity and supplier's name is clearly shown.
- 1.5. The period of deliveries/Repair & Maintenance will commence from the date of the receipt of the Purchase Order by the supplier or as specified on the Purchase Order/Work Order.
- 1.6. Unless otherwise 'agreed', delivery of the material against Purchase Order shall be made at designated HANDS sites as per the RFP/ RFQ.
- 1.7. The Purchaser reserves the right to inspect any goods when received and Repair & Maintenance work at designated HANDS offices by Authorized Officials as per Purchase /Work order issued to the Firm.
- 1.8. A satisfactory report regarding goods delivered/ Repair & Maintenance work shall be furnished by the Purchaser's Authorized Officer.
- 1.9. Goods supplied must correspond in all respects, with the Purchase Order and must conform in every respect to sample specification. In the absence of sample, goods supplied must be the best and of first class workmanship, failure to comply with this Clause will render the goods liable to be rejected.
- 1.10. All items must be new, original and meet in all respects with the description details and conditions of the Purchase Order, and must be in good condition on receipt, otherwise they will be liable to rejection.
- 1.11. The supplier will deliver the goods ordered to the authorized representative of the Purchaser who will sign on each delivery note, otherwise the Purchaser will not be held responsible for the goods delivered contrary, to this instruction.
- 1.12. In case of rejection of goods or items, it will be at supplier's risk and expense. Any item received damaged will not be accepted and will be removed by the supplier for replacement at their expense.
- 1.13. **Liquidated Damages**
  - a) In case of delay the Chief Executive, HANDS reserves the right to impose a penalty not exceeding 10% of the total amount of the Work/Purchase Order contract at the rate of 1% for each week of delay
  - b) If the Firm/Vendor fails to complete work as per HANDS requirement, the Chief Executive, HANDS reserves the right to reject it altogether or impose a penalty not exceeding 50% of the total amount of the contract.

#### **1.14. Force Majeure**

- a) "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Purchase Order/Work Order/Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/Work Order/Contract, the dispute be referred for resolution by arbitration under the The place for arbitration shall be decided by the purchaser.
- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Purchase Order/Work Order/Contract and (B) avoid or overcome in the carrying out of its obligations here under.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **1.15. Blacklisting**

- a) If the Supplier fails / delays in performance of any of the obligations, under the Purchase Order/Work Order/Contract and violates any of the provisions, breach of any of the terms and conditions of the Purchase Order/Contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Supplier, either indefinitely or for a stated period.
- b) If the Supplier is found to have engaged in corrupt or fraudulent practices in competing for the award of the Purchase/Work Order/Contract, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist The Supplier, either indefinitely or for a stated period.

#### **1.16. Dispute Resolution**

- a) The Purchaser and the Supplier shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- b) In case of any dispute, the matter will be referred to Chief Executive (HANDS), whose decision will be binding on both parties.

# ANNEXURE-A

## Format for Covering Letter

To  
(Name and address of Purchaser)

Sub: \_\_\_\_\_

Dear Sir,

a) Having examined the Pre-Qualification document and Appendixes we, the undersigned, in

Conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of Purchase Order/Contract.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchaser.

c) We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the Project) from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by **HANDS**, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept any proposal you may receive, not to give any reason for rejection of any proposal and that you will not defray any expenses incurred by us in Pre-Qualification.

Authorized Signatures with Official Seal: \_\_\_\_\_

## ANNEXURE-B INTEGRITY PACT

**(To be submitted on Rs. 50 Stamp Paper)**

### **AFFIDAVIT**

We \_\_\_\_\_ (Name of the Firm/ Supplier) being the first duly sworn on oath submit, that Mr. /Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by \_\_\_\_\_ (Name of the Firm/Supplier) hereinafter called the Supplier to submit the attached proposal to the \_\_\_\_\_ (Name of the Purchaser). Affiant further states that the said

1. M/s \_\_\_\_\_ (Firm/ Supplier Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of HANDS any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Firm/ Supplier in the Pre-Qualification Process and in the evaluation and selection of the Firm/ Supplier for contract or Participating in further Procurement Procedures or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.
2. \_\_\_\_\_ [The Firm/ Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.
3. \_\_\_\_\_ [The Firm/ Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.
4. \_\_\_\_\_ [The Firm/ Supplier] certifies that it has no blood relationship “(for example father, brother, uncle and nephew etc) with any member of HANDS that may impact the neutrality of the Purchase contract being awarded.
5. Notwithstanding any rights and remedies exercised by the Purchaser in this regard, \_\_\_\_\_ [the Firm/ Supplier] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder’s fee or kickback given by \_\_\_\_\_ [the Firm/ Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.
6. \_\_\_\_\_ [The Firm/ Supplier] ensure that our personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

Authorized Signature & Stamp Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_

# ANNEXURE-C

**(To be submitted on PKR 100 - Legal Stamp Paper)**

## UNDERTAKING/ AFFIDAVIT

I/ We, \_\_\_\_\_ S/o \_\_\_\_\_ having CNIC \_\_\_\_\_ address: \_\_\_\_\_ working as \_\_\_\_\_ in Name of organization do hereby solemnly affirm and declare as under:-

1. That M/s. \_\_\_\_\_ is registered under \_\_\_\_\_ and its registration number is \_\_\_\_\_.
2. I/ We hereby confirm and declare that M/s. \_\_\_\_\_ is not blacklisted/delisted or debarred list with any company of Private/Public Ltd. or Government Company/Govt. department.
3. I/We hereby confirm and declare that M/s. \_\_\_\_\_ is not involved in any illegal activity and/or not charge sheeted for any criminal or fraudulent act.
4. That I/ we further undertake that in case any of the facts sworn in as mentioned above and any particulars mentioned in our application is found other-wise or incorrect or false at any stage, my/our firm/ company shall stand debarred from the present and future tenders.
5. We have gone through all the conditions of Pre-Qualification and is liable to any punitive action for furnishing false information / documents.

\_\_\_\_\_ **Name**  
Designation  
Name of Organization

### WITNESSES:

#### WITNESS 1:

..... Name:

CNIC:  
ADDRESS:

#### WITNESS 2:

..... Name:

CNIC:  
ADDRESS:

**Request for Proposal  
for  
Development of E-Government Portal for District Malir, Karachi**



## **Background**

The **Malir** district is the largest district of Karachi by area and is regarded as peri urban areas of Karachi City due to its open atmosphere and lush green farmlands. Malir District has been divided into different three towns and 22 UCs and is governed by various offices. Mostly lower income and middle-class families are residing in Malir belonging all ethnic, linguistic, and religious backgrounds. It is home to Jinnah International Airport which is Pakistan's largest international airport. It also has one of the largest Cantonment areas of Pakistan named Malir Cantonment. This district also has industrial zones, shipping industry, fishing industry, port, cottage and textile sector, fishing industry and largest cattle farming industry. Further it has educational institutions, hospitals and many housing societies. It has over 10 million people residing in various well developed and slum areas.

HANDS is one of the leading non-profit organizations in Pakistan working towards improving health, promoting education, alleviating poverty, building infrastructure, and developing social institutions for community empowerment. HANDS strength is of 14 volunteer board members, 10,000 workforce and thousands of community-based volunteers of more than 6,300 partner organizations.

Recently the initial rapid assessment of District Malir conducted by the HANDS revealed that an effective E-Government portal is needed to identify and collect data on all the important metrics of the operations. A comprehensive E-Governance of district Malir portal is thus necessary to plan and monitor the delivery of e-services efficiently and effectively.

## **About the Project**

With the approval of the Chief Minister of Sindh, the District of Malir is adopting the e-Governance model and aligning its operations to meet the challenges of the 21<sup>st</sup> Century. In this regard, the operations of the District are to be handled by the help of swift operations of Internet and Communications Technologies.

The initial rapid assessment of the District Government conducted by the HANDS revealed that currently, the District Government does not have any e-portal to handle its services in the changing times of today. An effective E-government portal shall also identify and collect data on all the important amenities of the operations of a District Government. A comprehensive E-government portal is thus necessary to plan and monitor the delivery of services efficiently and effectively.

HANDS has been contracted for a project namely “e-Governance for District Malir”. One of the components under the project is to develop an explicit portal for the efficient working of the District Government Malir, Karachi. For the development of such a portal, the HANDS

recommend that the bidder shall provide following features for the E-Government portal for District Malir Karachi.

- 1) Developing Web Portal of District Malir that includes different web pages on the front opening face of the website.
- 2) The website links of all existing departments working in the district should be available on the website.
- 3) The website links of the departments shall include organogram of the department, the services detail and the addresses of the offices /outlets / service centres with contact details and location.
- 4) The Application and processing system of departments under control of DC , Malir
- 5) The Application and processing system of departments under control of Chairman District Council Malir
- 6) The portal shall show graphically on the map the following facilities for ease of access by the general public
  - i. List of all Government services
  - ii. List of all Schools and other educational institutions
  - iii. Trade and Industry listings
  - iv. Lists of parks and amenities
  - v. Lists of hospitals with facilities listed
  - vi. Lists of police stations
  - vii. Lists of Fire stations with
  - viii. Lists of Ambulance services
  - ix. Other Civil society services
- 7) The concerned Laws/Acts and other rules of the Government of Sindh, addressing the services for the citizens, protecting their rights etc., shall be uploaded on the website for each amenity, as the laws and downloads page.
- 8) The district Profile must be uploaded as separate page on the website that includes profile of the entire district that covers its main features and visiting places, sightseeing etc.
- 9) The Pictures of historical sites of the district, government/public departments and of other activities would be displayed on "Photo Gallery "page of the website.
- 10) The soft copy/scanned copies of the application formats of different departments would also be uploaded, with option to download, fill-in and print.
- 11) A separate page for Domiciles and PRC's shall be developed to serve the communities with higher preference for the local populace with application formally linked with NADRA's software.
- 12) The portal shall maintain & tracking of a Complaint board and complaint count for all facilities such as fixing of civic utilities, Transport (Buses and routes), Condition of main arteries and roads and other civic facilities, Civic utilities Water, Gas and Electricity, Power shortages complaints and linked with application redressals, Encroachment, and complaints thereof, Policing and management of traffic etc.



- 13) Linking of E-forms and workflows of different services as and when decided by the District Government.
- 14) Linking of Portal with other monitoring services such as District Health Information System (DHIS), drives (Polio campaigns, vaccination campaigns, etc), Educational monitoring, Disaster Management monitoring, Civic services monitoring, etc.
- 15) Linking of the portal with the In-house Internet based media centre (video channel, radio channel, etc)
- 16) Interactive data driven dashboards of departments under control DC , Malir
- 17) District Social media integration
- 18) Event and Calendar management of activities
- 19) Virtual Call agents / Chatbots for recording Citizen's concerns.

In addition, following non-functional requirements should be part of this system:

- 20) The E-Government Portal should be developed using responsive and secure website technologies.
- 21) No 3<sup>rd</sup> party APIs or undocumented APIs / code snippets can be used.
- 22) The portal must not use any third party plugins and if using a third party plugin is imminent then following must be made sure:
  - a. Plugin should be purchased by vendor.
  - b. Plugin's future versions must not be paid
  - c. Plugin must not have any vulnerability
  - d. Plugin must not be downloaded as Nulled plugin
  - e. A list of third party plugins must be sent to IT department and must be validate/approved by HANDS-Malir E-Gov team's IT department.
- 23) The web portal must not have any errors in W3C validator.
- 24) Admin portal should have dashboard and detailed view of all data which is coming from Citizen's App or website, portal can manage web pages and application. Portal should have the option of user rights.
- 25) The portal's default theme must be developed by vendor, and its ownership shall be transferred to HANDS-Malir E-Gov team at the time of delivery of code. After transfer of ownership of code vendor shall not reuse/ resell any piece of code developed for HANDS-Malir E-Gov team to any other local/foreign government organization/ company.
- 26) After delivery of code to HANDS-Malir E-Gov team's no copy of code shall be saved by vendor
- 27) The system should be fully tested and secured against any Cyber threats. Details of Cyber threat protections are to be provided in the technical proposal.
- 28) The web portal system should provide easy to maintain CMS based content for any and that shall ensure the real time display on Official Facebook page of the District Malir with all required features.
- 29) This website shall feature links to other organizations that wish to work or are serving this district for data collection, charity, and welfare of the people.

- 30) The website shall feature pages in Urdu and Sindhi and shall be translatable in these languages wherever necessary.
- 31) The portal should have provision for extension as an Intelligent Business Analytic tool with AI driven predictable dashboards with strong visualizations.
- 32) The Platform shall be Cloud as a Service with well defined technology stack usage. Details of technology stack are to be provided in the technical proposal.
- 33) Details of Hardware required for the execution of the project and cloud hosting charges are to be invoiced separately. The HANDS-Malir E-Gov team reserves the right to alter such hardware requirements and procure those separately. In no way, the software solution should be hardware specific bound solution.

The interested IT companies are advised to bid comprehensively for above E-Portal.

**Platform:**

- Cloud as a Service

Note: The bid/proposal shall include cloud fee until June 30, 2025. The proposal shall clearly mention the name of Cloud Service Company.

**The assignment has three basic objectives:**

- A. E-government portal design process resulting in clear design specifications that are justified in terms of the District Government context and project goals;
- B. Agile System development and pilot implementation based upon the standard Agile approach with amenable design specifications as the project matures.
- C. A project partnership agreement between HANDS and E-Government portal developing company (IT Company) that provides necessary services to the District Government on developed system for a minimum period of Six months. The execution date of these services would be considered from the date of completion of the pilot implementation process.

**Duration and Milestones**

The project duration shall be divided into following deliverable phases, to be split using Agile methodology and best Human Computer Interaction and Usability Engineering principles:

- I. Web Site (45 Days)
  - Responsive Secure Website
  - Forms to connect other organizations for Data Updating
  - Location Maps & Directories
  - Social Media integration
  - Launching after 45 Days

- II. Extension Services (45 Days)
  - Urdu & Sindhi Website version
  - Automation of Priority Citizen Services
  - Specific Campaign Managements (e.g. Polio, Covid, etc)
  - Interactive Dashboards
  - Malir.TV and Malir. Radio
- III. E-Governance (45 days)
  - Virtual Front Office
  - Geo-Tagging
  - Monitoring & Evaluation Services
  - Automation of Further Citizen Services
- IV. Citizen Services Empowerment (45 days)
  - Mobile App for Citizens
  - Admin portal of Citizens App (Web based)
  - AI driven Virtual Call Office / Chatbots
  - HANDS-Malir E-Gov team's comprehensive training
  - Documentation certifications

Each deliverable phase shall be broken into Design, Development, Testing, Usability Acceptance, and deployment spiral with well managed sprints. While each phase shall have a User acceptance and short training, however a comprehensive training program shall be executed at the end of the project.

The total duration for the accomplishment of all phases should not exceed 180 days. Suggested timelines for each phase have been provided.

### **Maintenance and Handholding Contract**

A separate maintenance and handholding contract shall be signed with the solution provider for a minimum 6 months. Separate details of that contract should also be provided.

### **Eligibility & Evaluation Criteria**

Following eligibility criteria shall be used for the selection of the vendor IT service provider:

1. IT Company has been in the business of E-portal development consultancy at least for 3 years and must have successfully/substantially completed minimum 5 similar nature projects.
2. The IT Company has to assure engagement of a well-experienced team to accomplish the assignment. The bidders have to submit along with their bid; the CVs of proposed team lead and one of the key staff who will be working on the assignment on the award of the contract.

3. The Experience of the team members executing the project, highly qualified team is a plus point.
4. Submit along with bid the registration document/certificate from “Pakistan Engineering Council / Securities and Exchange Commission of Pakistan”, if any
5. The Bid Security / Earnest Money @ 2% of bid amount in the form of “Bank Draft and Pay Order” in favour of HANDS is required to be submitted with the Proposal/Bid.

IT companies who fail to qualify in any of the above sections shall be disqualified from the bidding process. The HANDS reserves the right to waive minor deviations in the qualification criteria if they do not materially affect the capability of a Consultant to perform the contract.

**Evaluation Criteria**

Following evaluation criteria shall be used for the award of Malir E-Governance Portal:

Criteria	Points
Technical Proposal providing detailed understanding of the scope of work, project plan and implementation time frames, design and development methodology, hardware requirements, use of technology stacks, identification of risks, Cyber security plans, Project sustainability and project maintenance plan, and HR plans. Maintenance and Handholding contract details.	40
Team composition. Software development team having E-Governance related experience or large scale IT solution development experience. Other relevant software development and software project management team experience on Full Stack or MERN development stacks. For each year of experience of member 1 point shall be awarded. Max 25 points can be awarded. CVs of relevant staff to be provided.	25
Additional Points if team has 1-2 PhDs having E-Governance experience.	5
Company registration with PEC (5 Points) and SECP (5 Points).	10
Demonstrated Software / IT projects using Cloud technologies with backend Database connectivity. For each live demonstrated project 2 Marks shall be awarded. Max 20 points. Links and details to be provided.	20

**Guideline for Submission of Proposal**

Interested IT Companies can apply through submission of hard copy of proposal to;  
 Plot no. 158, off M-9 (Karachi-Hyderabad) Motorway, Gadap Road, adjacent to Baqai University, Karachi.

The contents of the proposal are mentioned follow;

- a. Understanding of context and proper usage of technology stack.

- b. Methodology & Work Plan
- c. Introduction of team (attach detailed CVs of engagement team highlighting relevant qualifications and work experience with references)
- d. A summary (including outcomes) of similar assignments undertaken previously demonstrating sound experience and knowledge of working diverse organizations on similar assignments

### **Contract type**

This is a fix cost assignment and “reimbursement mode of payment” against the achievement of milestone/s. No any additional/ support/ operational cost will be paid by HANDS beyond the quoted amount by the Consultant at the proposal submission stage.

1. 5 % of deliverable amount will be deducted in case of each day delays as per schedule plan.
2. HANDS has all the rights to terminate agreement at any time on unsatisfactory performance of the vendor.



## Document 3: HANDS Terms and Conditions

### SERVICES TERMS AND CONDITIONS

Unless the context indicates otherwise, the term “Contractor” refers to **HANDS**. The term “Vendor” refers to the entity named on the order and contracting with the Contractor. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

### **GENERAL TERMS AND CONDITIONS**

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



**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

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

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

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

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

**10) Complete Information:** The Vendor shall provide the Contractor with all information (complete bio data / Curriculum Vitae) of its employees and staff, which will be performing or providing assistance during the service agreement.

**11) Inspection and Test:** The Contractor will continuously inspect and test the performance of materials during the contract period.

**12) Changes:** The Contractor reserves the right to make reasonable changes at any time to the specification of material, or any other related acts. If any such change affects the price of performance of service the Vendor and Contractor may negotiate an equitable adjustment to the contract, provided that the Vendor claims for adjustments in writing to the Contractor within 30 days from being notified of any change.

**13) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice, goods received notes/ work completion certificate issued by the **HANDS** representative on monthly basis.



**14) Ethics:** The Code of Conduct to which **HANDS** expects all of its Vendors to respect is as follows;

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

**14.1) Environmental Standards** - Vendors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business.

Areas which should be considered are:

- Waste Management.
- Energy Use
- Packaging and Paper
- Sustainability
- Conservation

**15) Rights of HANDS:** Should the Vendor fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of services within the agreed delivery date(s), the Contractor may, after giving reasonable notice to the Vendor, exercise one or more of the following rights:

- Procure all or part of the services from an alternate source, in which event the Contractor may hold the Vendor liable for additional costs incurred.
- Refuse to accept all or part of the Services.
- Impose a penalty of 0.5% per day for the whole amount of the contract / purchase order.
- Terminate the contract.

**17) Rights of Access for Test Purposes:** **HANDS** is contractually obliged to facilitate certain donor's direct access to Vendor for test purposes. This obligation is extended to all **HANDS** Vendors.

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





## Doc 4: Tenders Declaration

In response to your letter of invitation to tender for the above contract, we, the undersigned, hereby declare that:

- 1 We have examined and accept in full the content of the dossier for invitation to tender. We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver services, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction. *description of the materials with indication of origin, Nationality of the supplier*
- 3 The price of our tender is: \_\_\_\_\_
- 4 This tender is valid for **2 Months** from the final date for submission of tenders.
- 5 We will inform **HANDS** immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognize and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 9 We note that **HANDS** is not bound to proceed with this invitation to tender and that they reserve the right to award only part of the contract.
- 10 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 11 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, **HANDS** reserves the right to terminate the contract with immediate effect.
- 12 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- 13 We must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If we found to be involved in such practices our bid may be rejected and the companies in question permanently black listed.
- 14 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata
- 15 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 16 We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed detrimental to the European Communities financial interests
- 17 We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation.

**18** We have not been the subject of a judgment which has the force of res judicata for Fraud, corruption, involvement in a criminal organization or any other illegal activity

- 19** We adhere to respect the **HANDS** Code of Conduct as per the points listed below;
- Employment is freely chosen.
  - The rights of staff to freedom of association and to collective bargaining are respected.
  - Working conditions are safe and hygienic.
  - No exploitation of children is tolerated.
  - Wages paid are adequate to cover the cost of a reasonable living.
  - Working hours are not excessive.
  - No discrimination is practiced.
  - Regular employment is provided.
  - No harsh or inhumane treatment of staff is tolerated.
  - Local labor laws are complied with.
  - Social rights are respected

**20** Environmental Standards  
Vendors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

**Name and function:**

**Date:**

**Signature:**

Yours faithfully

Name and first name: .....

Title: .....

Duly authorized to sign this tender on behalf of:  
.....

Place and date: .....

Stamp of the firm/company:



## **Doc 5 Procurement Guidelines**

### **Procurement Guidelines and Code of Conduct**

The objective of HANDS procurement is to purchase materials, supplies, and services in the best interest of HANDS and our customers while maintaining good supplier and community relations. The following policies and practices have helped us to achieve these objectives.

HANDS Code of Conduct contains additional information as to the expectations for employees and suppliers. HANDS require its Suppliers to share in its commitment to conduct business in an ethical, legal, safe, environmentally and socially responsible manner.

Supplier Relations Frankness, fair dealing, maintenance of good quality, on-schedule delivery, and fair prices are the main elements of our continuing to do business with all of our suppliers. We conduct our purchasing transactions in a manner that we hope our suppliers will value and will provide them with opportunities to compete for our business. To the maximum extent possible, our procurement is based on competitive bids. Competition includes quality and delivery schedules, as well as price.

Competitiveness of price includes favorable terms (discounts) for prompt payment of invoices.

### **Respect & Dignity**

Treat People with Dignity and Respect We respect the personal dignity of each individual and expect all our colleagues and suppliers to do the same. HANDS honors diversity and inclusion, and are intolerant of violence, discrimination, harassment, intimidation, bullying or retaliation in our workplace.

### **Meetings with Buyers and Technical Personnel**

All contacts with HANDS must be with the seller/vendor identified on the Request for Quotation or Purchase Order. If it is necessary for a supplier to meet with Quality or Technical personnel, the Procurement Manager will coordinate. The only exception to this policy is that vendors are permitted to contact our Accounts Payable Department when checking on payment of your invoices. It is important to arrange for an appointment in advance. Ethics In relationships, communications, all transactions should be conducted fairly, honestly and with integrity with highest ethical standards. Employees and suppliers should avoid the appearance of unethical or compromising practices.

### **Gifts and gratuities**

HANDS's procurement officers are restricted and warned from accepting gifts from suppliers, partners or governments.



## **Guidelines**

In the context of gifts and gratuities, the standards of conduct state that:

“No staff member shall accept any honor, decoration, favor, gift or remuneration from any Government.” “No staff member shall accept any honor, decoration, favor, gift or remuneration from any non-governmental source without first obtaining the approval of the Secretary-General” The procurement officer should:

- Be able to identify covert gifts.
- Not accept any gift from governmental or non-governmental sources, but reports them to the designated authorities.
- Be aware of the reasons for not accepting such benefits.
- Be aware of the impact on the organization if accepting such benefits.

*HANDS has a zero tolerance policy regarding accepting gifts and gratuities, other organizations may have their own guidelines in that respect. HANDS's procurement officers are responsible to know and apply the respective guidelines of their organization.*

### **1. Potential areas of risk in the procurement cycle**

Some potential areas of risk relating to ethics in the procurement cycle are listed in the table below.

<b>Area of risk</b>	<b>Explanation and examples</b>
Budgeting	Fraud and corruption must be paid for from somewhere. Lack of proper budgetary control, for example when all funds are not allocated to a specific purpose, can provide the necessary funds.
Financial approval policy	Without regular audits and strict management controls, there are opportunities for fraudulent use of a person's own levels of authority, or of misusing someone else's.
Perceived need	Requirements can be invented or falsified.
Specification development	Specifications can be written to favor a specific supplier. Clarifications on specifications can be provided to one of the invitees only during the tendering process.
Evaluation criteria	Evaluation criteria can be written, or amended, after receipt of offers to favor a particular supplier.
Pre-qualification	This process can be used to limit the field of competition to give a favored supplier an advantage.
Invitation to tender/sourcing	This process can be used to give the illusion of competition where it does not really exist by inviting tenders from companies who are known to be unsatisfactory, or by not sending out complete specifications to all tenders at the same time etc.



Offer evaluation	Fraud at this stage occurs mainly when objective evaluation criteria have not been agreed in advance. It can also occur where technical staff is able to use their specialist knowledge to mislead other members of the evaluation team.
Negotiation	Favored suppliers can be assisted or given useful information during negotiations.
Contract award	There are opportunities for fraud by the supplier either through deliberately fraudulent acts or through buyer incompetence.
Post award changes to specifications	This allows suppliers to increase profits, particularly when awarded the contract on an attractively low offer price.
<b>Area of risk</b>	<b>Explanation and examples</b>
Goods receipt	Examples are: Allowing under-deliveries of goods or non-performance to specifications, or drafting false goods inward notes; deliberate over ordering; allowing inventory to dwindle so that emergency orders at a higher price will have to be processed.
Invoice certification	Deliberate overcharging, backdating orders to allow benefit from price changes, paying twice, failing to insist on or monitor retentions.
Tax	All government taxes & SBR are applicable (With holding, GST, SBR)
Decentralized procurement organization	In decentralized organizations the responsibilities are delegated to a large number of people, and it is difficult for the central procurement function to exercise total control and to be aware of what is going on in the decentralized units. Although decentralization can often improve efficiency and reduce costs, it can also increase the risks of corruption.

## 2. Potential warning signs of unethical practices

There are some typical signs that may indicate or warn of unethical practices, All HANDS people are advised to avoid such actions. These include, but are not limited to the following:

- deviations from correct procedures
- overcharging by the supplier
- poor record keeping
- missing files
- poor or no separation of duties (for example, the same person issues the order and approves the payment)
- poor control (for example, only one person signs a contract)
- Procurement Manager's extravagant life style
- Procurement Manager's frequent absence from the office
- excessive entertaining by suppliers
- resistance to audit
- reluctance to delegate
- excessive secrecy
- dictatorial management style



- unnecessary meetings with suppliers
- not allowing other staff to deal with certain suppliers
- Established suppliers' reluctance of entering competitive tendering • supplier cartels.

### 3. Control over goods and services received

Controlling the receipt and storage of goods is a vital aspect of eliminating opportunities for fraud.

### Transparency

- There will be a documented process for all purchases, which allows for transparency of decisions and review of purchases, and give a trail of work done in respect of a particular purchase case, the queries raised and resolved in the process should also be kept in the file.
- The conduct of procurement is subject to continuous auditing by the organization internally and by external bodies such as the Donor, Audit and Stakeholders, therefore utmost transparency and documentation should be kept, allowing the auditors to be able to assess the process form documents.

**Labor:** 4. Freedom of Association and Collective Bargaining: The HANDS expects its suppliers to recognize the freely-exercised right of workers, without distinction, to organize, further and defend their interests and to bargain collectively, as well as to protect those workers from any action or other form of discrimination related to the exercise of their right to organize, to carry out trade union activities and to bargain collectively.

5. **Forced or Compulsory Labor:** HANDS expects its suppliers to prohibit forced or compulsory labor in all its forms.

6. **Child Labor:** HANDS expects its suppliers not to employ: (a) children below 14 years of age or, if higher than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place, or the age of the end of compulsory schooling in that country or countries, whichever is higher; and (b) persons under the age of 18 for work that, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of such persons.<sup>5</sup>

7. **Discrimination:** HANDS expects its suppliers to ensure equality of opportunity and treatment in respect of employment and occupation without discrimination on grounds of race, colour, sex, religion, political opinion, national extraction or social origin and such other ground as may be recognized under the national law of the country or countries where the performance, in whole or in part, of a contract takes place.

8. **Wages, Working Hours and Other Conditions of Work:** HANDS expects its suppliers to ensure the payment of wages in legal tender, at regular intervals no longer than one month, in full and directly to the workers concerned. Suppliers should keep an appropriate record of such payments. Deductions from wages are permitted only under conditions and to the extent prescribed by the applicable law, regulations or collective agreement, and suppliers should inform the workers concerned of such deductions at the time of each payment. The wages, hours of work and other conditions of work provided by suppliers should be not less favorable than the best conditions prevailing locally (i.e., as contained in: (i) collective agreements covering a substantial



proportion of employers and workers; (ii) arbitration awards; or (iii) applicable laws or regulations), for work of the same character performed in the trade or industry concerned in the area where work is carried out.

**9. Health and Safety:** HANDS expects its suppliers to ensure, so far as is reasonably practicable, that: (a) the workplaces, machinery, equipment and processes under their control are safe and without risk to health; (b) the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken; and (c) where necessary, adequate protective clothing and protective equipment are provided to prevent, so far as is reasonably practicable, risk of accidents or of adverse effects to health.

**Human Rights: 10. Human Rights:** HANDS expects its suppliers to support and respect the protection of internationally proclaimed human rights and to ensure that they are not complicit in human rights abuses.

**11. Harassment, Harsh or Inhumane Treatment:** HANDS expects its suppliers to create and maintain an environment that treats all employees with dignity and respect and will not use any threats of violence, sexual exploitation or abuse, verbal or psychological harassment or abuse. No harsh or inhumane treatment coercion or corporal punishment of any kind is tolerated, nor is there to be the threat of any such treatment.

**12. Mines:** The HANDS expects its suppliers not to engage in the sale or manufacture of antipersonnel mines or components utilized in the manufacture of anti-personnel mines.

**Environment: 13. Environmental:** The HANDS expects its suppliers to have an effective environmental policy and to comply with existing legislation and regulations regarding the protection of the environment. Suppliers should wherever possible support a precautionary approach to environmental matters, undertake initiatives to promote greater environmental responsibility and encourage the diffusion of environmentally friendly technologies implementing sound life-cycle practices.

**14. Chemical and Hazardous Materials:** Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.

**15. Wastewater and Solid Waste:** Wastewater and solid waste generated from operations, industrial processes and sanitation facilities are to be monitored, controlled and treated as required prior to discharge or disposal.

**16. Air Emissions:** Air emissions of volatile organic chemicals, aerosols, corrosives, particulates, ozone depleting chemicals and combustion by-products generated from operations are to be characterized, monitored, controlled and treated as required prior to discharge or disposal.

**17. Minimize Waste, Maximize Recycling:** Waste of all types, including water and energy, are to be reduced or eliminated at the source or by practices such as modifying production, maintenance and facility processes, materials substitution, conservation, recycling and re-using materials.





### **Ethical conduct:**

**18. Corruption:** HANDS expects its suppliers to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery.

**19. Post-employment restrictions:** Post-employment restrictions may apply to HANDS staff in service and former HANDS staff members who participated in the procurement process, if such persons had prior professional dealings with suppliers. HANDS suppliers are expected to refrain from offering employment to any such person for a period of one year following separation from service. Non-adherence to these principles will be a factor in considering whether a supplier is deemed eligible to be registered as a HANDS supplier or to do business with the HANDS, in accordance with applicable HANDS policies and procedures.

We encourage HANDS suppliers to improve their business practices in accordance with the principles set out in this Code of Conduct.

## **2.0 Black List Criteria or Removal from Approved Supplier List**

### **2.1 Background**

HANDS procure multiple items through its approved vendors at times costing more than a million. It is imperative that quality control as per specifications and within the time frame is ensured. In addition, the process of procurement and supply of goods needs to be transparent. In the procurement process, there are always chances of conflict of interest, provision of sub-standard goods, non-delivery within given time frame and at times bidding at very low rates to spoil the procurement process. Procurement department has to keep a close watch on these things and ensure that such vendors are barred for a specific time period or in case of consistent/serious violations are blacklisted.

### **2.2 Conditions for Black Listing**

1. Vendor who fail to respond to a reasonable number of bids (five consecutive) (RFQ) or fail to provide adequate goods or services as per PO repeatedly (twice in a quarter) shall be removed from the approved supplier list.
2. If the vendor is listed on the United Nations list of suspended and removed vendors;
3. If a vendor repeatedly fails to respond to invitations to bid, five times in a row he will be removed from the list.
4. Failure to keep an offer firm for the length of time specified.
5. Default or failure to accept orders or honor a quotation/bid that is based on firms bids within the stipulated period for acceptance.
6. Failure to provide a performance bond when required as part of the Tender/contract documents where he is the lowest bidder.
7. Repeatedly (twice in a quarter) failing to make delivery or complete an order in the time period specified on the purchase order.
8. Involving in conflict of interest and not informing earlier.
9. Offering bribe/gifts etc. to the procurement or any other employee of HANDS.





10. Delivery of goods, commodities or equipment which do not comply with the published requirements or specifications.
  11. Frequent late delivery of goods without proper notification and justifications.
  12. Failure to honor warranties and guarantees on products supplied.
  13. Collusion with other bidders or prospective bidders in an attempt to restraint competition.
  14. Unethical practices.
  15. Failure to meet contract terms and conditions.
  16. Giving information on the registration form that is false or misleading.
  17. Failure of a vendor/supplier to perform satisfactory in any of the above areas may result in a vendor's liability for damages to the organization.
- Any party that is involved in a current law suit or legal action against any organization.