

REQUEST FOR PROPOSAL (RFP)

Service Provider of DVC/TVC

RFP Reference No:
HANDS/RFP/February/2024/13

Date: 02 February 2024

SECTION 1: LETTER OF INVITATION

HANDS was founded by Professor A.G Biloo (Sitara-e-Imtiaz) in 1979. In the 44 years since then, HANDS has evolved as one of the largest Non-profit Organizations in the country. In addition, 36.7 million individuals are within easy access to our Health, Education, Livelihood, WASH, IDEAS, and Inclusive Development & Disaster Management programs. Our network of more than 11,000 workforce throughout Pakistan is managed by 36 branch offices. It is augmented by thousands of voluntary workers who help us carry out our aim to improve the quality of life for all. HANDS is an equal opportunity employer.

HANDS, hereby invites prospective Proposals to submit a Proposals in accordance with the General Conditions of Contract and the Schedule of Requirements as set out in this Invitation to Proposals (RFP).

To enable you to submit a Proposals, please read the following attached documents carefully.

REQUEST FOR PROPOSAL FOR SERVICES

Health & Nutrition Development Society Wishes to invite you to submit a proposal for Video production services for advocacy, communication and fundraising purposes.

REQUEST FOR PROPOSAL FOR SERVICES FORM

This FORM must be completed, signed and returned to HANDS.

Proposal must be made in accordance with the instructions contained in this Request for Proposal for Services (RFPS).

TERMS AND CONDITIONS OF CONTRACT

Any Contract resulting from this RFPS shall contain HANDS General Terms and Conditions for Institutional and Corporate Contracts and any other Specific Terms and Conditions detailed in this RFPS.

INFORMATION

Any request for information regarding this RFPS must be forwarded by email to the person who prepared this document, with specific reference to the RFPS number.

The Undersigned, having read the Terms and Conditions of RFPS No. HRPS-2024-01001 set out in the attached document, hereby offers to execute the services specified in this document.

Signature: _____

Date: _____

Name & Title: _____

Company: _____

Postal Address: _____

Tel No: _____

Fax No: _____

E-mail Address: _____

Currency of Proposal: _____

Validity of Proposal: _____

Please indicate which of the Payment Terms are offered by you: _____

TERMS OF REFERENCE

BACKGROUND & PURPOSE OF THE ASSIGNMENT

HANDS Pakistan is looking for one or several companies to provide video production services for advocacy, communication and fundraising purposes. Through a pre-determined set of key messages with the aim to raise awareness and the public discussion on specific advocacies/programmes, or to raise funds, supported by HANDS Pakistan, the contracted company will produce quality, effective videos aligned to the brief of HANDS Pakistan and to HANDS branding guidelines.

HANDS, a comprehensive development organization in Pakistan, is dedicated to uplifting the lives of underprivileged communities nationwide, spanning all age groups. Collaborating with various partners, we strive to bring about positive changes in health, child welfare, social protection, and education. Our mission is to provide every individual, irrespective of age, within the country with a foundation for a fair chance, enabling them to survive, thrive, and realize their full potential.

Employing a diverse set of strategies, including communication for social change initiatives such as public advocacy, social mobilization, and behaviour change communication, we aim to inform, inspire, and engage audiences of all ages to champion the cause of children and foster positive shifts in attitudes and practices.

In the upcoming period, our priority communication interventions will be concentrated on the following areas:

Quality and Inclusive Education and Adolescent Empowerment: Our focus is on supporting individuals of all age groups in realizing their right to education. We strive for a strengthened education system at both national and local levels, ensuring increased access to inclusive and quality learning and skills-building for all, including the most disadvantaged groups (Roma, adolescent girls, rural, poor, children with disabilities, unaccompanied/separated). This approach aims to equip individuals with the necessary competencies for a successful transition to adulthood and decent work.

SCOPE OF WORK

Introduction:

HANDS, a leading NGO committed to social intervention programs, is ready to unveil its brand purpose - empowering individuals towards self-sufficiency, transcending the traditional aid-dependent narrative. The focal point of this communication is the introduction of MARVI, a catalyst for positive change, within multiple social intervention programs orchestrated by HANDS.

Objective:

Craft a compelling manifesto and storyline that positions MARVI as the change agent, sparking a cascade of positive transformations within the sub-cultures and communities where HANDS operates. The narrative must diverge from the conventional Zakat campaign approach, emphasizing the uplifting impact that HANDS brings to every aspect of life.

Creative Approach:

Contrary to Zakat campaigns that dwell on adversity and recovery, our narrative radiates positivity, showcasing the profound social impact initiated by HANDS. The emphasis lies on showcasing how HANDS enables self-sufficiency, illustrating the journey from aid-reliance to independence.

Key Messaging:

Brand Positioning: "HANDS SEY MILLE MUJHE KHUD SEY KHUDMUKHTARI" - Focusing on self-reliance rather than aid dependence.

MARVI as Catalyst: Illustrate how MARVI represents the social change agent within the Pakistani ecosystem.

Positive Impact: Emphasize the transformative effects of HANDS' intervention programs in various facets of life.

Call to Action: Encourage Zakat donations to HANDS, underscoring its unparalleled impact on communities.

Storyline:

The narrative unfolds with MARVI, emblematic of self-sufficiency, having traversed the journey from aid reliance to empowerment through HANDS. These MARVIs, now self-sufficient, become beacons of change in vilified communities, extending a helping hand to others in need.

Visual Imagery:

Showcase the positive transformation in one person, one village, one community, one district, and one facet of life at a time.

Capture the ripple effect of change initiated by MARVI and propagated through HANDS' intervention programs.

Call to Action:

Highlight the significance of Zakat contributions to HANDS as the most deserving among all Zakat campaigns. Position HANDS as the harbinger of true empowerment, inviting the audience to be part of this journey towards self-reliance.

Closing:

The brand manifesto and storyline must resonate with the audience, conveying the uplifting spirit of HANDS' mission. Through MARVI and the intervention programs, HANDS aspires to be the epitome of positive social change, making it the beacon for Zakat donations. The tagline "HANDS SEY MILLE MUJHE KHUD SEY KHUDMUKHTARI" encapsulates the essence of our brand, beckoning others to join hands in fostering a self-sufficient society.

For Details:

Contact: 03468209511

Serving as a non-exclusive video production company to support HANDS Pakistan advocacy, communication, and fundraising purposes. This will involve:

- Video shooting.
- Video editing.
- Video recording of HANDS Pakistan events
- Developing scripts and storyboards.
- Voice-over recording.
- Subtitling.
- Adapting video content to social media.
- Graphics and animation.
- Audio mixing.
- Drone videography.
- Export final version of the video in formats optimized for HD web distribution and broadcast.

Talent casting;

The selected company may subcontract with other firms, as appropriate. The subcontracted services should not exceed 25% of the overall assignment. Partial Proposal is not acceptable.

End product(s) and delivery dates and details

One or more suppliers could be awarded exclusive agreements with certain pre-defined terms and conditions. Specific purchase orders/contracts with exact quantities are placed under these frameworks at a later stage. There is no obligation in volume or amount for HANDS to assign specific assignments within the agreement.

The specific details will be defined separately for each assignment.

Upon acceptance of the proposal for a specific assignment and budget, a separate contract (Purchase Order) will be established by HANDS Pakistan to regulate the specific details, end products, and delivery dates.

Contract supervisor and frequency of performance review

The contract will be supervised and validated by the Communications Officer of HANDS Pakistan and performance review at the end of each assignment issued through the long-term arrangement.

ESTIMATED DURATION OF CONTRACT

It is expected that the long-term arrangement will last 2 months from the mid of February 2024 to end of March 2024, with the option to extend for additional 1 months.

Qualification or Specialized Knowledge/Experience Required

- Proven track record in producing high-quality short-form video clips and/or documentary-style videos.
 - Professional-level videography and editorial competencies
 - Proven track record of using innovative techniques and different video formats.
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- Similar experience with Other Organizations and specialized agencies is an advantage.
- Experience with projects featuring children is an advantage; proven ability to ensure ethical reporting on children.
- Proven ability to develop a script for the video based on verbal inputs and written documents provided by HANDS.
- Experience producing human-centered documentary/storytelling videos for a digital audience and/or human-centered videos with proven success in the advertising or marketing industry.
- Ability to add relevant background music to videos when required.
 - Ability to add special effects to videos in terms of animated titles, infographics, and maps
 - Capacity to complete a project within a specified deadline
 - Ability to produce multi-materials in Pakistan and English
 - Possessing all necessary audio-visual equipment and software required to produce the required products.
 - A designated team to service the ongoing needs of the long-term arrangement.

PAYMENT TERMS

Details are to be included in related contracts and arrangement, based on deliverables and submission of invoices paid in PKR.

RECOURSE

HANDS reserves the right to withhold all or a portion of payment if performance is unsatisfactory, if work/outputs are incomplete, not delivered, or for failure to meet deadlines.

PECIAL NOTES

PURPOSE OF THE RFP

The purpose of this RFP is to invite corporate contractors to submit a proposal for Video Production Services to support advocacy, communication and fundraising campaigns.

HOW TO APPLY

Interested companies should provide evidence of their experience and ability to fulfil the Terms of Reference by submitting.

- Filled and signed Request for Proposal Form (p. 3 of RFP document).
- Technical Proposal.
- Price Proposal

The Technical Proposal should address all aspects and criteria outlined in this Request for Proposal, especially in the Terms of Reference.

The Technical Proposal should include:

- Company portfolio
- Organizational profile including legal name, year incorporated, number of employees;
- Detailed description of services provided;
- Technical data to demonstrate the capacity and the quality of service provided - list your hardware and software items for videos and/or animation
- Names and CVs of designated core team members to serve the needs of the long-term arrangement;
- Up to 8 examples of past video productions the Proposals directly designed and produced;
- Using the attached form without editing the template;

Any activity described in the Technical Proposal but not priced in the Price Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price. Proposals sent to a different e-mail address or in a different format than prescribed in this RFP, or which do not respect the required confidentiality, or received after the designated time and date, will be rejected.

PROPOSAL EVALUATION

Technical Proposals received will be evaluated against the evaluation criteria as set out below:

- Technical Proposal: 70 points
- Overall response: 10 points

Completeness of response.

- Overall concord between ToR requirements and proposal
- Experience of the company in video production and post-production: 35 points
- Previous videos of the Proposals will be evaluated in terms of quality and originality. An innovative and creative approach will also be considered.

Similar experience with Development Sector Organizations is an advantage. Experience with projects featuring children is also an advantage.

Expertise of the key personnel: 25 points

Please provide the CVs of key personnel that you wish to deploy for the services to be provided to HANDS Pakistan.

Only proposals that receive a minimum of 70% (51 points) will be considered further.

Price Proposal: 30 points

The price proposals should be submitted in the provided budget breakdown template. The total amount of points allocated for the price component is 30.

The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those Proposals who obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

Score for price proposal X = Max. score for price proposal * Price of lowest priced proposal / Price of proposal X

Total Technical and Price: 100 Pts

CONTRACTUAL TERMS AND CONDITIONS

The HANDS General Terms and Conditions are attached and will form part of any contract resulting from this RFP.

SUBMISSION OF PROPOSALS

Proposals should be submitted exclusively to: tenders@hands.org.pk as attachments in a NON-EDITABLE FORMAT (e.g., PDF), clearly marked with the tender number RFP-20240201DVC and NO LATER than 17:00 h. on 15 February 2024.

Agencies are requested to submit separate technical and financial proposals.
Financial proposals should be based on the Price Proposal template, unit prices in PKR, VAT excluded.

Subject: RFP-20240201DVC: Video production services

Technical Proposal file/folder clearly named as "**Technical Proposal RFP-20240201DVC**"

Financial Proposal file clearly named as "**Financial Proposal RFP-20240201DVC**" which should be password protected.

If necessary, requests for clarifications can be sent to quotations@hands.org.pk no later than _____ with the above subline

Note: At a later stage, HANDS will contact only the agencies with technically qualified Proposals to ask them to provide the password for accessing the financial proposal.

Emails should not exceed 10MB. If the Proposals response is larger than 10MB, please zip the files or divide the response into separate files and send in multiple emails instead.

All Proposals submitted by email must be submitted as attachments. Email links (e.g., to documents to be downloaded from cloud-based folders) are not acceptable unless specifically augmented. Proposals received in any other manner will be INVALIDATED.

Offers received later than 15:00 h on **DATED 09-02-2024** and not as per the requirements will not be reviewed.

Attachments:

RFP form, including Terms of Reference and General Terms and Conditions

Price Proposal Template

If you are interested in submitting a Proposals in response to this RFP, please prepare your Proposals in accordance with the requirements and procedure as set out in this RFP and submit it by the deadline for submission of Proposals set out in Section 3: Data Sheet.

Please acknowledge receipt of this RFP by completing and returning the attached Form A: Proposals Confirmation by email to **tenders@hands.org.pk** no later than **09 February 2024**, indicating whether you intend to submit a Proposals or not. Should you require further clarifications, kindly communicate with the contact person/s identified in Section 3: Data Sheet as the focal point for queries on this RFP.

We look forward to receiving your Proposals.

Approved by:

Name: Amon John

Title: Head of Supply Chain

Date: 09th February 2024

SECTION 2: INSTRUCTIONS TO PROPOSALS

GENERAL	
1. Scope	<p>Proposals are invited to submit a Proposals for the goods specified in Section 5: Schedule of Requirements, in accordance with this Invitation to Proposals (RFP). A summary of the scope of the Proposals is included in Section 3: Data Sheet.</p> <p>Proposals shall adhere to all the requirements of this RFP, including any amendment made in writing by HANDS. This RFP is conducted in accordance with Policies and Procedures of HANDS.</p>
2. Interpretation of the RFP	<p>Any Proposals submitted will be regarded as an offer by the Proposals and does not constitute or imply the acceptance of the Proposals by HANDS. HANDS is under no obligation to award a contract to any Proposals as a result of this RFP.</p>
3. Supplier Code of Conduct	<p>All prospective suppliers must read the Supplier Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers. The Code of Conduct, which includes principles on labour, human rights, environment and ethical conduct.</p>
4. Eligible Proposals	<p>Proposals shall have the legal capacity to enter into a binding contract with HANDS.</p> <p>A Proposals, and all parties constituting the Proposals, may have the nationality of any country with the exception of the nationalities, if any, listed in Section 3: Data Sheet. A Proposals shall be deemed to have the nationality of a country if the Proposals is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country.</p> <p>All Proposals found to have a conflict of interest shall be disqualified. Proposals may be considered to have a conflict of interest if they are or have been associated in the past, with a firm or any of its affiliates that have been engaged by HANDS to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process.</p> <p>Proposals shall not be eligible to submit a Proposals if at the time of Proposals submission:</p> <ul style="list-style-type: none"> ● Has prior legal cases in any court of Pakistan ● Other sanctions list, if applicable, as per the discretion of the HANDS.

5. Eligible goods, works and services	<p>All goods, works and/or services to be supplied under the contract shall have their origin in any country apart from the countries, if any, listed in Section 3: Data Sheet, and all expenditures made under the contract will be limited to such goods, works and services.</p> <p>For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product result that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>The origin of goods, works and services is distinct from the nationality of the Proposals.</p>
6. Proprietary information	<p>The RFP documents and any specifications, plans, drawings, patterns, samples, or information issued or furnished by HANDS are issued solely for the purpose of enabling a Proposals to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to Proposals shall remain the property of HANDS. All documents which may form part of the Proposals will become the property of HANDS, who will not be required to return them to your firm.</p>
7. Publicity	<p>During the RFP process, a Proposals is not permitted to create any publicity in connection with the RFP.</p>
SOLICITATION DOCUMENTS	
8. Clarification of solicitation documents	<p>Proposals may request clarifications on any of the RFP documents no later than the date indicated in Section 3: Data Sheet. Any request for clarification must be sent in writing in the manner indicated in Section 3: Data Sheet. Explanations or interpretations provided by personnel other than the named contact person will not be considered binding or official.</p> <p>HANDS will provide the responses to clarifications through the method specified in Section 3: Data Sheet.</p> <p>HANDS shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of HANDS to extend the submission date of the Proposals, unless HANDS deems that such an extension is justified and necessary.</p>
9. Amendment of solicitation documents	<p>At any time prior to the deadline of Proposals submission, HANDS may for any reason, such as in response to a clarification requested by a Proposals, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective Proposals.</p> <p>If the amendment is substantial, HANDS may extend the deadline for submission of the Proposals to give the Proposals reasonable time to incorporate the amendment into their Proposals.</p>
PREPARATION OF PROPOSALS	
10. Cost of preparation of Proposals	<p>The Proposals shall bear all costs related to the preparation and/or submission of the Proposals, regardless of whether its Proposals is selected or not. HANDS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
11. Language	<p>The Proposals, as well as any and all related correspondence exchanged by the Proposals and HANDS, shall be written in the language(s) specified in Section 3: Data Sheet.</p>
12. Documents comprising the Proposals	<p>The Proposals shall comprise the following documents and related forms which details are provided in Section 3: Data Sheet:</p> <ul style="list-style-type: none"> a) Documents establishing the eligibility and qualifications of the Proposals. b) technical Proposals

	<p>c) Price Schedule</p> <p>d) Proposals Security</p>
13. Documents establishing eligibility and qualifications of the Proposals	The Proposals shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided in Section 7 and providing the documents required in those forms. In order to award a contract to a Proposals, its qualifications must be documented to HANDS's satisfaction.
14. Technical Proposals	The Proposals is required to submit a technical Proposals using the form provided in Section 7 and taking into consideration the requirements in the RFP.
15. Price Schedule	<p>The Price Schedule shall be prepared using the form provided in Section 7 and taking into consideration the requirements in the RFP.</p> <p>The prices and discounts quoted by the Proposals shall conform to the requirements specified below.</p> <ul style="list-style-type: none"> ● All items and lots (if applicable) must be listed and priced separately. ● The price to be quoted shall be the total price of the Proposals, excluding any discounts offered. ● The Proposals shall quote any unconditional discounts and indicate the method for their application. ● The INCOTERM shall be governed by the rules prescribed in the 2020 edition of INCOTERMS, published by The International Chamber of Commerce. The INCOTERM rules and place of destination are specified in Section 5: Schedule of Requirements. ● Prices quoted by the Proposals shall be fixed during the Proposals's performance of the contract and not subject to variation on any account unless otherwise specified in Section 3: Data Sheet. A Proposals submitted with an adjustable price shall be treated as non-compliant and shall be rejected. However, if in accordance with Section 3: Data Sheet, prices quoted by the Proposals shall be subject to adjustment during the performance of the Contract, a Proposals submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero. ● If indicated in Section 3: Data Sheet that Proposals are being invited for individual contracts (lots) and unless otherwise indicated in Section 3: Data Sheet, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Proposals wishing to offer any price reduction (discount) for the award of more than one Lot shall specify the applicable price reduction.
16. Proposals currencies	All prices shall be quoted in PKR Section 3: Data Sheet.
17. Duties and taxes	<input checked="" type="checkbox"/> be inclusive of all taxes (VAT and other applicable indirect taxes)
18. Proposals validity period	<p>Proposals shall remain valid for the period specified in Section 3: Data Sheet, commencing on the deadline for submission of Proposals. A Proposals valid for a shorter period may be rejected by HANDS and rendered non-responsive.</p> <p>During the Proposals validity period, the Proposals shall maintain its original Proposals without any change, including the availability of the key personnel, the proposed rates and the total price.</p> <p>In exceptional circumstances, prior to the expiration of the Proposals validity period, HANDS may request Proposals to extend the period of validity of their Proposals. The request and the responses shall be made in writing and shall be considered integral to the Proposals.</p> <p>If the Proposals agrees to extend the validity of its Proposals, it shall be done without any change to the original Proposals, but will be required to extend the validity of the Proposals</p>

	<p>security, if required, for the period of the extension, and in compliance with Article 19 (Proposals Security) in all respects.</p> <p>The Proposals has the right to refuse to extend the validity of its Proposals without forfeiting the Proposals security, if required, in which case, the Proposals shall not be further evaluated.</p>
<p>19. Proposals Security</p>	<p>A Proposals security, if required by Section 3: Data Sheet, shall be provided in the amount and form indicated in the Section 3: Data Sheet. The Proposals security shall be valid for a minimum of thirty (30) days after the final date of validity of the Proposals.</p> <p>The Proposals security shall be included along with the Proposals. If a Proposals security is required by the RFP but is not found in the Proposals, the offer shall be rejected.</p> <p>If the Proposals security amount or its validity period is found to be less than is required by HANDS, HANDS shall reject the Proposals.</p> <p>In the event an electronic submission is allowed in Section 3: Data Sheet, Proposals shall include a copy of the Proposals security in their Proposals and the original of the Proposals security must be sent via courier or hand delivery as per the instructions in Section 3: Data Sheet.</p> <p>Unsuccessful Proposals' Proposals securities will be discharged/returned as promptly as possible but no later than thirty (30) days after the expiration of the period of Proposals validity prescribed by HANDS pursuant to Article 18 (Proposals Validity Period).</p> <p>The Proposals security may be forfeited by HANDS, and the Proposals rejected, in the event of any, or combination, of the following conditions:</p> <ul style="list-style-type: none"> ● If the Proposals withdraws its offer during the period of the Proposals validity specified in Section 3: Data Sheet, or. ● In the event the successful Proposals fails: <ul style="list-style-type: none"> ○ to sign the Contract after HANDS has issued an award; or ○ to furnish the Performance Security, insurances, or other documents that HANDS may require as a condition precedent to the effectivity of the contract that may be awarded to the Proposals.
<p>20. Joint Venture, Consortium or Association</p>	<p>If the Proposals is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for Proposals, each such legal entity will confirm in their joint Proposals that:</p> <ul style="list-style-type: none"> ● they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, and this will be evidenced by a duly notarised Agreement among the legal entities, which will be submitted along with the Proposals; and ● if they are awarded the contract, the contract shall be entered into by and between HANDS and the designated lead entity, who will be acting for and on behalf of all the member entities comprising the joint venture. <p>After the deadline for submission of Proposals, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of HANDS.</p> <p>If a JV, Consortium or Association's Proposals is the Proposals selected for award, HANDS will award the contract to the joint venture, in the name of its designated lead entity. The lead entity will sign the contract for and on behalf of all other member entities.</p>

	<p>The lead entity and the member entities of the JV, Consortium or Association shall a Proposals by the provisions of Article 21 (Only one Proposals) herein in respect of submitting only one Proposals.</p> <p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entities in the joint venture in delivering the requirements of the RFP, both in the Proposals and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by HANDS.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> ● Those that were undertaken together by the JV, Consortium or Association; and ● Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
<p>21. Only one Proposals</p>	<p>The Proposals (including the individual members of any Joint Venture) shall submit only one Proposals, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Proposals shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> ● they have at least one controlling partner, director or shareholder in common; or ● any one of them receive or have received any direct or indirect subsidy from the other/s; or ● they have the same legal representative for purposes of this RFP; or ● they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposals of another Proposals regarding this RFP process. ● they are subcontractors to each other’s Proposals, or a subcontractor to one Proposals also submits another Proposals under its name as lead Proposals; or some key personnel proposed to be in the team of one Proposals participates in more than one Proposals received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposals.
<p>22. Alternative Proposals</p>	<p>Unless otherwise specified in Section 3: Data Sheet, alternative Proposals shall not be considered. If submission of an alternative Proposals is allowed in Section 3: Data Sheet, a Proposals may submit an alternative Proposals, but only if it also submits a Proposals conforming to the RFP requirements. Where the conditions for its acceptance are met, or justifications are clearly established, HANDS reserves the right to award a contract based on an alternative Proposals.</p> <p>If multiple/alternative Proposals are being submitted, they must be clearly marked as “Main Proposals” and “Alternative Proposals”. If no indication is provided as to which Proposals is</p>

	<p>the main Proposals and which is/are the alternative Proposals(s), then all Proposals will be rejected.</p>
<p>23. Pre-Proposals conference</p>	<p>When appropriate, a pre-Proposals conference will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the pre-Proposals conference is mandatory, a Proposals which does not attend the pre-Proposals conference shall become ineligible to submit a Proposals under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the pre-Proposals conference is not mandatory, non-attendance shall not result in disqualification of an interested Proposals.</p> <p>HANDS will not issue any formal answers to questions from Proposals regarding the RFP or Proposals process during the pre-Proposals conference. All questions shall be submitted in accordance with Article 41 (Clarification of Proposals).</p> <p>The pre-Proposals conference shall be conducted for the purpose of providing background information only. Without limiting Article 26 (Proposals Responsibility) Proposals shall not rely upon any information, statement or representation made at the pre-Proposals conference unless that information, statement or representation is confirmed by HANDS in writing.</p> <p>Minutes of the pre-Proposals conference will be disseminated as specified in Section 3: Data Sheet. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the minutes of the Proposals conference or issued/posted as an amendment to RFP.</p>
<p>24. Site inspection</p>	<p>When appropriate, a site inspection will be conducted at the date, time and location and according to any instructions specified in Section 3: Data Sheet.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is mandatory, a Proposals who does not attend the site inspection shall become ineligible to submit a Proposals under this RFP.</p> <p>If it is stated in Section 3: Data Sheet that the site inspection is not mandatory, non-attendance, shall not result in disqualification of an interested Proposals.</p> <p>Proposals participating in a site inspection shall be responsible for making and obtaining any visa arrangements that may be required for the Proposals to participate in a site inspection.</p> <p>Prior to attending a site inspection, Proposals shall execute an indemnity and a waiver releasing HANDS in respect of any liability that may arise from:</p> <ul style="list-style-type: none"> (i) loss of or damage to any real or personal property. (ii) personal injury, disease or illness to, or death of, any person. (iii) financial loss or expense, arising out of the carrying out of that site inspection; and (iv) transportation by HANDS to the site (if provided) as a result of any accidents or malicious acts by third parties. <p>HANDS will not issue any formal answers to questions from Proposals regarding the RFP or Proposals process during a site inspection. All questions shall be submitted in accordance with Article 8 (Clarification of solicitation documents).</p> <p>A site inspection will be conducted for the purpose of providing background information only. Without limiting Article 26 (Proposals Responsibility), Proposals shall not rely upon any information, statement or representation made at a site inspection unless that information, statement or representation is confirmed by HANDS in writing.</p>

<p>25. Errors or omissions</p>	<p>Proposals shall immediately notify HANDS in writing of any ambiguities, errors, omissions, discrepancies, inconsistencies or other faults in any part of the RFP, with full details of those ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p> <p>Proposals shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.</p>
<p>26. Proposals' responsibility to inform themselves</p>	<p>Proposals shall be responsible for informing themselves in preparing their Proposals. In this regard, Proposals shall ensure that they:</p> <ul style="list-style-type: none"> ● examine and fully inform themselves in relation to all aspects of the RFP, including the Contract and all other documents included or referred to in this RFP. ● review the RFP to ensure that they have a complete copy of all documents. ● obtain and examine all other information relevant to the project and the scope of the requirements available on reasonable inquiry. ● verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or site Inspection or any discussion with HANDS, its employees or agents. ● attend any Pre-Proposals conference or site inspection if it is mandatory under this RFP. ● fully inform and satisfy themselves as to requirements of any relevant authorities and laws that apply, or may in the future apply, to the supply of the goods, works and/or services; and ● form their own assessment of the nature and extent of the goods, works and /or services required as included in Section 5: Schedule of Requirements and properly account for all requirements in their Proposals. <p>Proposals acknowledge that HANDS, its supply chain department, employees, and agents make no representations or warranties (express or implied) as to the accuracy, currency or completeness of this RFP or any other information provided to the Proposals.</p>
<p>27. No material change(s) in circumstances</p>	<p>The Proposals shall inform HANDS of any change(s) of circumstances arising during the RFP process, including but not limited to:</p> <ul style="list-style-type: none"> ● a change affecting any declaration, accreditation, license, or approval. ● major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Proposals or its major sub-contractors. ● a change to any information on which HANDS may rely on assessing Proposals.
<p>SUBMISSION AND OPENING OF PROPOSALS</p>	
<p>28. Instruction for Proposals submission</p>	<p>The Proposals shall submit a duly signed and complete Proposals comprising the documents and forms in accordance with requirements in Section 3: Data Sheet. The Price Schedule shall be submitted together with the Technical Proposals. The Proposals shall be delivered according to the method specified in Section 3: Data Sheet.</p> <p>The Proposals shall be signed by the Proposals or person(s) duly authorized to commit the Proposals. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the Proposals entity, or, if requested, a Power of Attorney, accompanying the Proposals.</p> <p>Proposals must be aware that the mere act of submission of a Proposals, in and of itself, implies that the Proposals fully accepts the HANDS General Conditions of Contract.</p>

29. Deadline for Proposals submission	<p>Complete Proposals must be received by HANDS in the manner, and no later than the date and time, specified in Section 3: Data Sheet. If any doubt exists as to the time zone in which the Proposals should be submitted, refer to http://www.timeanddate.com/worldclock/It shall be the sole responsibility of the Proposals to ensure that their Proposals is received by the closing date and time. HANDS shall accept no responsibility for Proposals that arrive late due to the courier company or any technical issues and shall only recognize the actual date and time that the Proposals was received by HANDS.</p> <p>HANDS may, at its discretion, extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with Article 9 Amendment of solicitation documents. In this case, all rights and obligations of HANDS and Proposals subject to the previous deadline will thereafter be subject to the new deadline as extended.</p>
30. Withdrawal, substitution and modification of Proposals	<p>A Proposals may withdraw, substitute, or modify its Proposals after it has been submitted at any time prior to the deadline for submission by sending a written notice to HANDS, duly signed by an authorized representative and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposals, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of Proposals, by clearly marking them as "WITHDRAWAL", "SUBSTITUTION" OR "MODIFICATION".</p> <p>However, after the deadline for Proposals submission, the Proposals shall remain valid and open for acceptance by HANDS for the entire Proposals validity period, as may be extended.</p> <p>Proposals requested to be withdrawn prior to the deadline for submission of the Proposals shall be made available for collection by the Proposals that submitted it within 15 days of its withdrawal. Otherwise, HANDS shall have the right to discard such Proposals unopened without further notice to the Proposals. HANDS shall not be responsible to return the Proposals to the Proposals at HANDS's cost.</p>
31. Storage of Proposals	<p>Proposals received prior to the deadline of submission and the time of opening shall be securely kept unopened until the specified Proposals opening date stated in Section 3: Data Sheet. No responsibility shall be attached to HANDS for prematurely opening an improperly addressed and/or identified Proposals.</p>
32. Proposals opening	<p>Proposals will be opened by a committee formed by HANDS consisting of at least two (2) personnel.</p> <p>Proposals may attend the opening of the Proposals if stated in Section 3: Data Sheet.</p> <p>The Proposals names, modifications, withdrawals, Proposals prices, the condition of the envelope labels/seals, the number of folders/files and all other such details as HANDS may consider appropriate will be announced at the opening and recorded on the Proposals opening report, which will be available for viewing only to Proposals who have submitted a Proposals for a period of thirty days from the date of opening. Information not included in the Proposals opening report will not be provided to Proposals. No Proposals shall be rejected at the opening stage, except for late submissions.</p>
33. Late Proposals	<p>Any Proposals received by HANDS after the deadline for submission of Proposals will be destroyed unless the Proposals requests that it be returned and assumes the responsibility and expenses for the re-possession of the returned Proposals documents.</p> <p>In exceptional circumstances, late Proposals may be accepted if it is determined that the submission was sent in ample time prior to the Proposals closing and the delay could not be reasonably foreseen by the Proposals or was due to force majeure.</p>
EVALUATION OF PROPOSALS	
34. Confidentiality	<p>Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposals or any other</p>

	<p>persons not officially concerned with such process, even after publication of the contract award.</p> <p>Any effort by a Proposals or anyone on behalf of the Proposals to influence HANDS in the examination, evaluation and comparison of the Proposals or contract award decisions may, at HANDS's decision, result in the rejection of its Proposals and may subsequently be subject to the application of prevailing HANDS's vendor sanctions procedures.</p>
35. Evaluation of Proposals	<p>HANDS shall evaluate a Proposals using only the methodologies and criteria defined in this RFP. No other criteria or methodology shall be permitted.</p> <p>HANDS shall conduct the evaluation solely based on the Proposals received according to the evaluation criteria in Section 4.</p> <p>Evaluation of Proposals shall be undertaken in the following steps:</p> <ol style="list-style-type: none"> a) Preliminary examination b) Evaluation of eligibility and qualification c) Evaluation of technical Proposals d) Evaluation of prices of Proposals found to be substantially compliant. <p>After completion of the evaluation, but prior to award, HANDS shall conduct a post-qualification assessment of the Proposals recommended for the award (if pre-qualification was not done) as per Article 40 (Post-qualification).</p>
36. Preliminary examination	<p>HANDS shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. HANDS reserves the right to reject any Proposals at this stage.</p>
37. Evaluation of eligibility and qualification	<p>The eligibility and Qualification of the Proposals will be evaluated against the Minimum Eligibility/Qualification requirements specified in Section 4: Evaluation Criteria and in Article 4 (Eligible Proposals).</p>
38. Evaluation of technical Proposals	<p>Technical evaluation will be conducted to establish substantial compliance, as per the criteria included in Section 4: Evaluation Criteria. When the Proposals varies in one or more aspect/s from the minimum technical specifications and/or delivery requirements specified in Section 5: Schedule of Requirements, the Proposals will not be considered substantially compliant and will not be evaluated further.</p>
39. Evaluation of prices	<p>The prices of Proposals found to be substantially compliant will be compared to identify the most substantially compliant Proposals which represents the lowest overall costs to HANDS.</p>
40. Post-qualification	<p>HANDS reserves the right to undertake a post-qualification assessment, aimed at determining, to its satisfaction, the validity of the information provided by the Proposals. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ol style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of the information provided by the Proposals. b) Validation of the extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team. c) Inquiry and reference checking with Government entities with jurisdiction over the Proposals, or with previous clients, or any other entity that may have done business with the Proposals.

	<ul style="list-style-type: none"> d) Inquiry and reference checking with previous clients on the performance on ongoing or completed contracts, including physical inspections of previous works, as deemed necessary. e) Physical inspection of the Proposals offices, branches, or other places where business transpires, with or without notice to the Proposals. f) Other means that HANDS may deem appropriate, at any stage within the selection process, prior to awarding the contract.
<p>41. Clarification of Proposals</p>	<p>HANDS may request clarification or further information in writing from the Proposals at any time during the evaluation process. The Proposals responses shall not contain any changes regarding the substance or price of the Proposals, except to confirm the correction of arithmetic errors discovered by HANDS in the evaluation of the Proposals, in accordance with Instructions to Proposals Article 25 (Errors or omissions).</p> <p>HANDS may use such information in interpreting and evaluating the relevant Proposals but is under no obligation to take it into account.</p>
<p>42. Responsiveness of Proposals</p>	<p>HANDS's determination of a proposal's responsiveness is to be based on the contents of the Proposals itself. A substantially responsive Proposals is one that conforms to all the terms, conditions, and specifications of the Proposals documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> a) affects in any substantial way the scope, quality, or performance of the goods, services and/or works specified in the contract; or b) limits in any substantial way, inconsistent with the Proposals documents, HANDS's rights, or the Proposals obligations under the contract; or c) if rectified would unfairly affect the competitive position of other Proposals presenting substantially responsive Proposals. <p>If a Proposals is not substantially responsive, it shall be rejected by HANDS and may not subsequently be made responsive by the Proposals by correction of the material deviation, reservation, or omission.</p>
<p>43. Nonconformities, reparable errors and omission</p>	<p>Provided that a Proposals is substantially responsive, HANDS may waive any non-conformities or omissions in the Proposals that, in the opinion of HANDS, do not constitute a material deviation. These are a matter of form and not of substance and can be corrected or waived without being prejudicial to other Proposals.</p> <p>Provided that a Proposals is substantially responsive HANDS may request the Proposals to submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial nonconformities or omissions in the Proposals related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposals. Failure of the Proposals to comply with the request may result in the rejection of its Proposals.</p> <p>For Proposals that have passed the preliminary examination, HANDS shall check, and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected, unless in the opinion of HANDS there is an obvious misplacement of the decimal point in the unit price; in which case, the line-item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall

	<p>prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>If the Proposals that submitted the lowest evaluated Proposals does not accept the correction of errors, its Proposals shall be rejected, and its Proposals security may be forfeited.</p>
44. Right to accept any Proposals and to reject any or all Proposals	HANDS reserves the right to accept or reject any Proposals, and to annul the Proposals process and reject all Proposals at any time prior to contract award, without thereby incurring any liability to the affected Proposals or Proposals or any obligation to inform the affected Proposals or Proposals of the grounds for HANDS's action. HANDS shall not be obliged to award the contract to the lowest priced offer.
45. Samples	<p>Where required as per Section 5: Schedule of Requirements, free, non-returnable samples shall be provided by the Proposals submission deadline for evaluation and testing by HANDS or their representative, of the item and/or the packing and packaging, prior to any award. Samples will be subject to technical review and laboratory analysis where appropriate. Samples provided to HANDS are non-returnable unless otherwise stated. Samples should be marked with the RFP number.</p> <p>If a Proposals fails to provide samples or documents requested by HANDS in a timely manner, HANDS may declare the Proposals unsuccessful.</p>
AWARD OF CONTRACT	
46. Award criteria	In the event of a Contract award, HANDS shall award the contract to a Proposals who has been determined as eligible and qualified and whose Proposals has been determined to be the lowest-priced, substantially compliant offer to the RFP. HANDS reserves the right to conduct negotiations with the Proposals recommended for the award on the content of their Proposals.
47. Right to vary requirement at time of award	At the time the Contract is awarded, HANDS reserves the right to increase or decrease the quantity of goods, works and/or services originally specified in Section 5: Schedule of Requirements, provided this does not exceed the percentages specified in Section 3 Data Sheet, and without any change in the unit prices or other terms and conditions of the Proposals and the Proposals document.
48. Notification of award	Prior to the expiration of the period of Proposals validity, HANDS will notify the successful Proposals in writing by email, fax or post, that its Proposals has been accepted. Please note that the Proposals, if not already registered at Supply Chain HANDS, will be required to complete the vendor registration process, prior to the signature and finalization of the contract.
49. Debriefing	In the event that a Proposals is unsuccessful, the Proposals may request a debriefing from HANDS. The purpose of the debriefing is to discuss the strengths and weaknesses of the Proposals submission, in order to assist the Proposals in improving its future Proposals for HANDS procurement opportunities. The content of other Proposals and how they compare to the Proposals submission shall not be discussed.
50. Performance security	<p>The successful Proposals, if so, specified in Section 3: Data Sheet shall furnish performance security in the amount and form specified therein, within the specified number of days after receipt of the contract from HANDS. Banks issuing performance securities must be acceptable to the HANDS controller, i.e., banks certified by the central bank of Pakistan to operate as a commercial bank. HANDS shall promptly discharge the Proposals securities of the unsuccessful Proposals pursuant to Article 19 (Proposals Security).</p> <p>Failure of the successful Proposals to submit the above-mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposals security. In that event HANDS may award the contract to the next</p>

	lowest evaluated Proposals, whose offer is substantially responsive and is determined by HANDS to be qualified to perform the contract satisfactorily.
51. Bank guarantee for advance payment	Except when the interests of HANDS so require, it is HANDS's standard practice not to make advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per Section 3: Data Sheet, and if specified there, the Proposals shall submit a Bank Guarantee in the full amount of the advance payment. Banks issuing bank guarantees must be acceptable to the HANDS controller, i.e., banks certified by the central bank of the country to operate as a commercial bank.
52. Liquidated Damages	If specified in Section 3: Data Sheet, HANDS shall apply Liquidated Damages for the damages and/or risks caused to HANDS resulting from the Contractor's delays or breach of its obligations as per the Contract.
53. Proposal protest	Any proposer that believes to have been unjustly treated in connection with this proposal process or any contract that may be awarded as a result of such proposal process may submit a complaint to complaint@hands.org.pk .

SECTION 3: DATA SHEET

The following specific data shall complement, supplement, or amend the Provisions in Section 2: Instructions to Proposals. In case there is a conflict, the provisions herein shall prevail over those in Section 2: Instructions to Proposals.

Ref. Article in Section 3		Specific Instructions / Requirements
1.	Scope	<p>The reference number of this Invitation to Proposals (RFP) is RFP/PAK/February/2024 /12.</p> <p>The RFP include the Procurement of Promotion Campaign for FIA as further described in Section 5 of this RFP.</p>
2.	Eligible Proposals	<p>Only bidders from the attached list of eligible countries are eligible to participate in this bidding process [attach list].</p> <p>Pakistan</p>
3.	Eligible goods, works and services	<p>Goods, works and/or Services with origin in all countries are eligible in this Proposals process,</p>
4.	Clarification of solicitation documents	<p>Contact details for clarification of solicitation documents:</p> <p>Focal Person: Shakeel Ahmed</p> <p>Address: HANDS Head Office Karachi</p> <p>E-mail address: shakeel.ahmed@hands.org.pk</p> <p>ATTENTION: PROPOSALS SHALL NOT BE SUBMITTED TO THE ABOVE ADDRESS BUT TO THE ADDRESS FOR PROPOSALS SUBMISSION AS SET OUT BELOW (see Data Sheet Article 28).</p>
		<p>Deadline for submitting requests for clarifications/questions:</p> <p>Date: 09-FEB-24</p> <p>Time: 15:00PM</p> <p>Time zone: (GMT+5)</p>
		<p>Manner of disseminating supplemental information to the RFP and responses/clarifications to queries:</p> <p>Direct communication to prospective Bidders by email and posting on the website [enter link].</p>
5.	Language	<p>All Proposals, information, documents and correspondence exchanged between HANDS and the Proposals in relation to this Proposals process shall be in English</p>
6.	Price adjustment	<p>The price quoted by the Bidder shall not be subject to adjustment during the performance of the contract.</p>
7.	Partial Proposals (lots)	<p>Partial bids shall not be allowed. Bidders must quote prices for the total requirement requested under Section 5. Schedule of Requirements. Evaluation will be done for the total requirement.</p>

8.	Proposals currencies	Prices shall be quoted in PKR.
9.	Duties and taxes	All prices shall: Be inclusive of VAT and other applicable indirect taxes.
10.	Proposal validity period	60 days
11.	Proposals security	Required in the amount of [enter amount]. 2% of the total Proposals price. <u>Acceptable forms of Proposals security are:</u> a. Proposals security form template set out in Section 7, OR b. Pay order/Demand draft in favour of HANDS.
12.	Performance security	5% of the value of awarded work in the form of BANK GUARANTEE
13.	Alternative Proposals	Not Accepted.
14.	Pre-Proposals conference	Will not be conducted.
15.	Site inspection	A site inspection will not be held.
16.	Instruction for Proposals submission	Allowable manner of submitting proposals: Email SUBMISSION BY EMAIL: Proposals submission address: tenders@hands.org.pk PLEASE DO NOT SEND THE EMAILS WITH YOUR PROPOSALS TO ANY OTHER EMAIL ADDRESS (NOT EVEN AS CC. or BCC). <ul style="list-style-type: none"> ▪ File Format: pdf. ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Max. File Size per transmission: 4MB ▪ Mandatory subject of email: RFP/PAK/February/2024 /09 - Invitation to Proposals for Procurement of Promotion Campaign ▪ If the Proposals consists of large files, it is recommended that these files be sent in separate emails prior to the submission deadline. ▪ Multiple emails must be clearly identified by indicating in the subject line “email no. X of Y”, and the final “email no. Y of Y”. ▪ Proposals security a PDF copy submitted as part of the electronic submission to tenders@hands.org.pk ▪ :: ▪ It is recommended that the entire Proposals be consolidated into as few attachments as possible.

		<ul style="list-style-type: none"> ▪ The Proposals should receive an email acknowledging email receipt.
17.	Deadline for Proposals submission	Date: 09-FEB-24 Time: 15:00 Time zone: (GMT+5).
18.	Proposals opening	Public Proposals opening will not be held.
19.	Expected date for commencement of contract/PO	09-FEB-24
20.	Right to vary requirement at time of award	The maximum percentage by which quantities may be increased is 25% The maximum percentage by which quantities may be decreased is 25%
21.	Contract award to one or more Proposals	HANDS will award a contract to: The contract will be awarded to the lowest price substantially compliant offers.
22.	Type of contract to be awarded	Purchase Order
23.	Conditions of contract to apply	Purchase Order See Section 6
24.	Performance security	Not Required. Will be decided after shortlisting.
25.	Advance payment	Not Allowed
26.	Liquidated Damages	Will be imposed as follows: Percentage of contract price per week of delay: 1% up to a maximum of 10% of the Contract value, after which HANDS may terminate the contract.
27.	Other information related to the RFP	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

SECTION 4: EVALUATION CRITERIA

Preliminary Examination Criteria

All criteria will be evaluated on a Pass/Fail basis and checked during Preliminary Examination.

Criteria	Documents to establish compliance
Completeness of the Proposals	All documents and technical documentation requested in Section 2: Instructions to Proposals Article 12 have been provided and are complete
Proposals Security with a compliant validity period	Form I

Eligibility and Qualification Criteria

All criteria will be evaluated on a Pass/Fail basis.

If the Proposals is submitted as a Joint Venture, Consortium or Association, each member should meet the minimum criteria, unless otherwise specified.

Eligibility Criteria	Documents to establish compliance
Proposals is a legally registered entity	Form D: Proposals Information
Vendor is not suspended, nor otherwise identified as ineligible by any Organization, in accordance with Section 2 Article 4.	Form C: Proposals Submission
No conflicts of interest in accordance with Section 2 Article 4.	Form C: Proposals Submission
The Proposals has not declared bankruptcy, in not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future	Form C: Proposals Submission
Certificates and Licences: <ul style="list-style-type: none"> ● Duly authorized to act as Agent on behalf of the Manufacturer, or Power of Attorney, if Proposals is not a manufacturer. ● Official appointment as local representative, if Proposals is submitting a Proposals on behalf of an entity located outside the country. ● Patent Registration Certificates, if any of technologies submitted in the Proposals is patented by the Proposals. ● Export/Import Licenses, if applicable. 	Form D: Proposals Information

Qualification Criteria	Documents to establish compliance
History of non-performing contracts: Non-performance of a contract did not occur as a result of contractor default within the last 3 years.	Form F: Eligibility and Qualification Form
Litigation History: No consistent history of court/arbitral award decisions against the Proposals for the last 3 years.	Form F: Eligibility and Qualification Form
Previous Experience:	
Minimum three years of relevant experience.	Form F: Eligibility and Qualification Form
Minimum three contracts of similar value, nature and complexity implemented. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form F: Eligibility and Qualification Form
Financial Standing:	
The Proposals should be in sound financial position to perform the job as no advance payment will be made.	Form F: Eligibility and Qualification Form

Technical Evaluation Criteria

Criteria	Documents to establish compliance
Goods/works/services offered in the Proposals are substantially compliant and do not contain any material deviation(s) from the minimum required as included in Section 5: Schedule of Requirements.	Form G: Technical Proposals
The Proposals is substantially compliant with the minimum Delivery Requirements included in Section 5: Schedule of Requirements and do not contain any material deviation(s).	Form G: Technical Proposals Form H: Price Schedule

Evaluation of Prices

Criteria	Documents to establish compliance
Price comparison shall be based on the landed price, including transportation, insurance, and the total cost of ownership (including spare parts, consumption, installation, commissioning, training, special packaging, etc., where applicable).	Form H: Price Schedule

B. Delivery Requirements

Completion date	30 th March 2024
Delivery place/terms (INCOTERMS 2020)	30 Days

F. Inspections and tests

The following inspections and tests shall be performed:

The samples will be checked, and the Proposals will be shortlisted only on the basis of providing quality items.

If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the purchaser.

SECTION 6: CONDITIONS OF CONTRACT/PO AND CONTRACT FORMS

6.1 Standard Terms and Conditions for Purchase Order

1. Agreement

Acceptance of this Purchase Order (PO) by the Supplier shall effect a contract between HANDS and the Supplier (each, a "Party" and jointly, the "Parties"). The Supplier's acknowledgement of the PO, delivery of any goods under the PO, or acceptance of any payment shall constitute acceptance of the PO. The rights and obligations of the Parties shall be governed solely by the PO which shall include the Standard Terms & Conditions and any Annexes (collectively, the "Agreement"). No additional or inconsistent provisions proposed by the Supplier shall bind HANDS unless agreed to in writing by a duly authorized HANDS official. In the event of a conflict between the terms of any Annex to the PO and the Standard Terms & Conditions, the Standard Terms & Conditions shall prevail. The Supplier agrees to provide the goods as described in the PO in accordance with the Standard Terms & Conditions and any Annexes.

2. PO Identification

The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

3. Delivery

Time is of the essence in the performance of this Agreement. If the Supplier fails to make available or provide the goods within the delivery schedule stated on this PO, together with associated shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as are specified in the Agreement or otherwise as are customarily utilized in the trade, HANDS reserves the right to (a) cancel the PO without liability and charge to the Supplier for any costs incurred as a result of Supplier's failure to deliver within the delivery schedule specified, and (b) without prejudice to other remedies under this PO, deduct liquidated damages for delay. The amount of such liquidated damages shall be 0.1% of the value of the total value of goods per day or part thereof up to a maximum of 10% of the total value of the goods. HANDS shall have the right to deduct such amount from the Supplier's outstanding invoices, if any. Such liquidated damages shall only be applied when delay is caused solely by the default of the Supplier. Acceptance of goods delivered late shall not be deemed a waiver of HANDS's rights to hold the Supplier liable for any loss and/or damage resulting therefrom, nor shall it act as a modification of the Supplier's obligation to deliver further goods in accordance with the Agreement.

4. Payment

Supplier shall invoice HANDS upon delivery of the goods and payment shall be made within the period stated in the "Terms of Payment" of the PO, after receipt of the invoice, proof of dispatch and any other documents specified in the Agreement.

5. Adjustments

HANDS reserves the right to change at any time the quantity, packaging, unit size, place and/or time of delivery. Supplier agrees to proceed with this PO in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the PO price or delivery term caused by such change(s). Any claim by Supplier for equitable adjustments under this clause shall be invalid unless communicated in writing within 10 calendar days

from receipt by Supplier of HANDS's change(s). No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of HANDS.

6. Packaging

Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the goods being delivered to HANDS will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of goods and transportation mode. HANDS reserves the right to reject any shipment that is deemed not to have been packaged adequately.

7. Inspection and Acceptance

- (a) HANDS or its representative shall have the right to inspect and/or test the goods at no extra cost to HANDS at the premises of the Supplier, at the point of delivery or at the final destination. The Supplier shall facilitate such inspections/testing and provide required assistance.
- (b) HANDS shall have 10 calendar days after receipt of the goods to inspect them and either accept or reject them as non-conforming with this PO. Based on an inspection of a valid sample, HANDS may reject the entire delivery. HANDS may also charge the cost of inspecting rejected goods to the Supplier. HANDS's right to reject the goods shall not be limited or waived by the goods having been previously inspected or tested by HANDS prior to delivery.
- (c) At the request of HANDS, the Supplier will replace some or all rejected goods at the Supplier's cost (including transportation), or fully reimburse HANDS for the price paid (including transportation) for the rejected goods. HANDS may return rejected goods to the Supplier (transportation charges for the Supplier's account), or hold rejected goods for disposition at Supplier's risk and expense.
- (d) Supplier agrees that HANDS's payment under this PO shall not be deemed acceptance of any goods delivered hereunder.
- (e) The Supplier agrees that any acceptance of the goods by HANDS does not release the Supplier from any warranty or other obligations under this PO
- (f) Title to the goods shall pass to HANDS when the goods are delivered and accepted by HANDS. The Supplier shall bear the risk of loss, damage, or destruction of the goods in accordance with the Incoterm[®] (2020) provided in the PO. In case no Incoterm[®] (2020) is provided in the PO, the risks mentioned in the preceding sentence shall pass at the same time the title to the goods passes to HANDS.

8. Warranties

8.1 Supplier represents and warrants that:

- (a) The goods conform to the specifications, drawings, samples, or other descriptions furnished or specified by HANDS and are free from defect in material and workmanship. This warranty shall remain valid for twelve (12) months after the goods have been delivered to and accepted at the final destination. HANDS's continued use of such goods after notifying Supplier of their defect or failure to conform will not be considered a waiver of Supplier's warranty.
- (b) It has full title to the goods and is a company financially sound and duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to carry out fully and satisfactorily, within the stipulated completion period, the delivery of the goods in accordance with this PO;
- (c) It shall comply with all applicable laws, ordinances, rules and regulations when performing its obligations under this PO;
- (d) In all circumstances it shall act in the best interests of HANDS;
- (e) No official of HANDS or any third party has received or will be offered by the Supplier any direct or indirect benefit arising from the PO or award thereof;
- (f) It has not misrepresented or concealed any material facts in the procuring of this PO;
- (g) The Supplier, its staff or shareholders have not previously been declared by HANDS ineligible to be awarded contracts by the HANDS;
- (h) It will a Proposals by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- (i) The prices established hereunder shall not exceed those offered for similar goods to Supplier's other customers;
- (a) The remuneration of the Supplier under this PO shall constitute the sole remuneration in connection with this PO. The Supplier shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO or the discharge of its obligations thereunder. The Supplier shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration.
- (b) The Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism. If, during the term of this PO, the Supplier

determines there are credible allegations that funds transferred to it in accordance with this PO have been used to provide support or assistance to individuals or entities associated with terrorism, it will inform HANDS immediately which, shall determine an appropriate response. The Supplier shall ensure that this requirement is included in all subcontracts.

8.2 The Supplier further warrants that:

- (a) It shall take all appropriate measures to prevent actual, attempted or threatened sexual exploitation or abuse (PSEA) by its employees or any other persons engaged and controlled by it to perform any activities under this Agreement. In addition, it shall take all appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, or services at their disposal under this Agreement, for sexual favours or activities.
- (b) It shall strongly discourage sexual relationships between its employees and HANDS beneficiaries, and between any other person engaged and controlled by it to perform activities under this Agreement and HANDS beneficiaries.
- (c) It shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement do not engage in sexual activity with children (persons under the age of 18) regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defence. This prohibition shall not apply where the employee or other person engaged and controlled by it to perform activities under this Agreement is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.
- (d) It shall report all and any complaints or concerns regarding possible PSEA by its employees, any other persons engaged and controlled by it to perform any activities under this Agreement, or HANDS personnel; and it shall take all appropriate measures to ensure that its employees or any other persons engaged and controlled by it to perform any activities under this Agreement shall report to HANDS and/or the Supplier any complaints or concerns regarding possible PSEA by its employees, any other persons engaged and controlled by it to perform any activities 7

Supplier's signature and stamp accepting these terms and conditions:

Date:

SECTION 7: PROPOSALSDING FORMS

Form A: Proposals Confirmation

Form B: Checklist

Form C: Proposals Submission

Form C: Proposals Information

Form E: Joint Venture / Consortium / Association Information

Form F: Eligibility and Qualification

Form G: Technical Proposals

Form H: Price Schedule

Form I: Proposals Security

FORM A: PROPOSALS CONFIRMATION

Please acknowledge receipt of this RFP by completing this form and returning it by email to the address, and by the date specified, in the Letter of Invitation.

To: Shakeel Ahmed

Email: tenders@HANDS.org.pk

From: Insert name of Proposals
 Subject RFP reference RFP/PAK/February/2024 /12 .

Check the appropriate box	Description
<input type="checkbox"/>	YES , we intend to submit a Proposals.
<input type="checkbox"/>	NO . We are unable to submit a competitive offer for the requested goods/works/services at the moment

If you selected NO above, please state the reason(s) below:

Check applicable	Description
<input type="checkbox"/>	The requested goods/services are not within our range of supply
<input type="checkbox"/>	We are unable to submit a competitive offer for the requested products at the moment
<input type="checkbox"/>	The requested products are not available at the moment
<input type="checkbox"/>	We cannot meet the requested specifications
<input type="checkbox"/>	We cannot offer the requested type of packing
<input type="checkbox"/>	We can only offer FCA prices
<input type="checkbox"/>	The information provided for Proposals purposes is insufficient
<input type="checkbox"/>	Your RFP is too complicated
<input type="checkbox"/>	Insufficient time is allowed to prepare a Proposals
<input type="checkbox"/>	We cannot meet the delivery requirements
<input type="checkbox"/>	We cannot adhere to your terms and conditions e.g. payment terms, request for performance security, etc.. Please provide details below.
<input type="checkbox"/>	Sustainability criteria/requirements are too stringent (if applicable)
<input type="checkbox"/>	We do not export
<input type="checkbox"/>	Your volume is too small and does not meet our order quantity
<input type="checkbox"/>	Our production capacity is currently full
<input type="checkbox"/>	We are closed during the holiday season
<input type="checkbox"/>	We had to give priority to other clients' requests
<input type="checkbox"/>	We do not sell directly but through distributors
<input type="checkbox"/>	We have no after-sales service available
<input type="checkbox"/>	The person handling the Proposals is away from the office
<input type="checkbox"/>	Other (please provide reasons below):
Further information: Click or tap here to enter text.	
<input type="checkbox"/>	We would like to receive future RFPs for this type of goods
<input type="checkbox"/>	We don't want to receive RFPs for this type of goods

Questions to the Proposals concerning the reasons for NO PROPOSALS should be addressed to HANDS phone [Click or tap here to enter number.](#), email [Click or tap here to enter text.](#).

FORM B: CHECKLIST

This form serves as a checklist for preparation of your Proposals. Please complete the returnable Proposals forms in accordance with the instructions and return them as part of your Proposals submission: No alteration to the format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposals, please ensure compliance with the instructions in Section 2: Instructions to Proposals and Section 3: Data Sheet.

Technical Proposals:

Have you duly completed all the returnable Proposals forms?	
▪ Form C: Proposals Submission	<input type="checkbox"/>
▪ Form D: Proposals Information	<input type="checkbox"/>
▪ Form E: Joint Venture/Consortium/Association Information (if applicable)	<input type="checkbox"/>
▪ Form F: Eligibility and Qualification	<input type="checkbox"/>
▪ Form G: Technical Proposals/Bill of Quantities	<input type="checkbox"/>
▪ Form I: Proposals Security	<input type="checkbox"/>
	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>
Have you provided the required documents in support of Form D: Proposals Information?	<input type="checkbox"/>

Price Schedule:

▪ Form H: Price Schedule	<input type="checkbox"/>
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FORM C: PROPOSALS SUBMISSION

Name of Proposals:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	RFP/PAK/February/2024 /12 .		

We, the undersigned, offer to supply the goods and related services required for HANDS in accordance with your Invitation to Proposals No. RFP/PAK/February/2024 /12. We hereby submit our Proposals, which includes this Technical Proposals and Price Schedule.

The total price of our Proposals, excluding any discounts offered below is: Insert amount in words and figures, indicating amount(s) and respective currency(ies) (by lots if applicable) .

The discounts offered and the methodology of their application are:

- **Discounts:** If our Proposals is accepted, the following discounts shall apply Specify in detail each discount offered and the specific item of the Schedule of Requirement to which it applies, including if applicable discounts for accelerated payment.
- **Methodology of application of the discounts:** The discounts shall be applied using the following method: Specify in detail the method that shall be used to apply the discounts

PROPOSALS’S DECLARATION OF CONFORMITY

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I hereby represent and warrant that neither the Supplier, nor any person having powers of representation, decision-making or control over it or any member of its administrative, management or supervisory body, has been the subject of a final judgement or final administrative decision for one of the following reasons: bankruptcy, insolvency or winding-up procedures; breach of obligations relating to the payment of taxes or social security contributions; grave professional misconduct, including misrepresentation, fraud; corruption; conduct related to a criminal organisation; money laundering or terrorist financing; terrorist offences or offences linked to terrorist activities; child labour and other trafficking in human beings, any discriminatory or exploitative practice, or any practice that is inconsistent with the rights set forth in the Convention on the Rights of the Child or other prohibited practices; irregularity; creating or being a shell company.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier is financially sound and duly licensed.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has adequate human resources, equipment, competence, expertise and skills necessary to complete the contract fully and satisfactorily, within the stipulated completion period and in accordance with the relevant terms and conditions.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier complies with all applicable laws, ordinances, rules and regulations.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will in all circumstances act in the best interests of HANDS.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that no official of HANDS or any third party has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier has not misrepresented or concealed any material facts during the contracting process.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier will respect the legal status, privileges and immunities of HANDS as an intergovernmental organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that the Supplier does not employ, provide resources to, support, contract or otherwise deal with any person, entity or other group associated with terrorism.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that, the Supplier will apply the highest ethical standards, the principles of efficiency and economy, equal opportunity, open competition and transparency, and will avoid any conflict of interest.
<input type="checkbox"/>	<input type="checkbox"/>	It is the responsibility of the Supplier to inform HANDS immediately of any change to the information provided in this Declaration.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I certify that I am duly authorized to sign this Declaration and on behalf of the Supplier I agree to a Proposals by the terms of this Declaration for the duration of any contract entered into between the Supplier and HANDS.
<input type="checkbox"/>	<input type="checkbox"/>	HANDS reserves the right to terminate any contract between HANDS and the Supplier, with immediate effect and without liability, in the event of any misrepresentation made by the Supplier in this Declaration.

Signature: _____

Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

FORM E: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION

Name of Proposals:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	RFP/PAK/February/2024 /12.		

To be completed and returned with your Proposals if the Proposals is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	The proposed proportion of responsibilities (in %) and type of goods, works and/or services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

<p>Name of leading partner</p> <p>(with authority to bind the JV, Consortium, and Association during the RFP process and, in the event a contract is awarded, during contract execution)</p>	Click or tap here to enter text.
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

Letter of intent to form a joint venture **OR** JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to Click or tap here to enter text for the fulfilment of the provisions of the Contract.

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner:

Name of partner:

Signature: _____

Signature: _____

Date: _____

Date: _____

FORM F: ELIGIBILITY AND QUALIFICATION FORM

Name of Proposals:		Date:	
RFP reference:	RFP/PAK/February/2024 /12 .		

If JV/Consortium/Association, to be completed by each partner.

History of Non- Performing Contracts

<input type="checkbox"/> No non-performing contracts during the last 3 years			
<input type="checkbox"/> Contract(s) not performed in the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in PKR)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (state currency)	Contract Identification	Total Contract Amount (state currency)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Proposals was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Proposals individual experts working privately or through other firms cannot be claimed as the relevant experience of the Proposals, or that of the Proposals partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Proposals should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken and role (Contractor, sub-contractor or consortium member)

Proposals may also attach their own Project Data Sheets with more details for assignments above.

Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	Currency	Amount
	Year	Currency	Amount
	Year	Currency	Amount
Latest Credit Rating (if any), indicate the source and date.			

Attached the copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the three years (latest one should not be older than 2022) complying with the following condition:

- a) Must reflect the financial situation of the Proposals or party to a JV, and not a sister or parent companies.
- b) Historic financial statements must be audited by a certified public accountant.
- c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM H: PRICE SCHEDULE

Name of Proposals:	.	Date:	.
RFP reference:	RFP/PAK/February/2024 /12.		

Proposals shall fill in these Price Schedule Forms in accordance with the instructions indicated.

Proposals Summary

Activity	Amount
Proposals Total prices inclusive of all Applicable taxes	

Name of and contact pf company's authorized signatory

Main contact senior person and title:

Email address of contact person:

Direct telephone number of contact Person

Date of proposal: _____

Validity of proposal: 60 Days

Currency of proposal: PKR

Commercial proposals should be submitted on an all-inclusive basis for providing the contracted Deliverable as described in the TOR.

I, the undersigned, certify that I am duly authorized by HANDS to sign this Proposals and bind. Should HANDS accept this Proposals:

Name : _____

Title : _____

Date : _____

Signature :

FORM FOR PROPOSALS SECURITY

(This must be finalized using the official letterhead of the Issuing Bank. Except for indicated fields, no changes may be made in this template.) **[Remove this comment when preparing Proposals security]**

To: HANDS Pakistan

Address

WHEREAS [*name and address of Contractor*] (hereinafter called “the Proposals”) has submitted a Proposals to HANDS dated [Click here to enter a date](#), to deliver goods and execute related services for **SUPPLY AND DELIVERY OF WINTERIZATION KITS FOR FLOOD RELIEF ACTIVITES** (hereinafter called “the Proposals”):

AND WHEREAS it has been stipulated by you that the Proposals shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Proposals:

- a) Fails to sign the Contract/PO after HANDS has awarded it.
- b) Withdraws its Proposals after the date of the opening of the Proposals.
- c) Fails to comply with HANDS’s variation of requirement, as per RFP (RFP/PAK/February/2024/12); or
- d) Fails to furnish Performance Security, insurances, or other documents that HANDS may require as a condition to rendering the contract/PO effective.

AND WHEREAS we have agreed to give the Proposals such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Proposals, up to a total of [*amount of guarantee*] [*in words and numbers*], such sum being payable in the types and proportions of currencies in which the Price Proposals is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [*amount of guarantee as aforesaid*] without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid until _____ days after the date of validity of the Proposals.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Date

Name of Bank

Address

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 Proposals 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 a Proposals 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:

جنسی استحصال اور بدسلوکی کے خلاف ہینڈلز کے وینڈرز کے لئے ہدایات Sexual Exploitation and Abuse

قوانین کو جانیں، جنسی استحصال کے لئے کوئی عذر نہیں ہے

- ہمیں ہمہ وقت اپنی مقامی آبادی کے ساتھ عزت و احترام سے پیش آنا چاہیے۔
- وینڈرز کے لئے جنسی استحصال اور بدسلوکی ناقابل قبول رویہ اور ممنوعہ طرز عمل ہے۔
- جنسی استحصال اور بدسلوکی سے لوگوں کی زندگیوں کو خطرہ ہوتا ہے جن کی ہم نے خدمت اور حفاظت کرنی ہے۔
- جنسی استحصال اور بدسلوکی انسانی حقوق کی تنظیموں کے نظم و ضبط اور ساکھ کو کمزور کرتا اور نقصان پہنچاتا ہے۔

ہر وینڈر درج ذیل ہدایات پر سختی سے عمل کرے

- کسی بھی عمر کے فرد کے ساتھ ناجائز / غیر قانونی جنسی تعلقات استوار کرنا انتہائی جرم ہے
- چاہے وہ پیسوں کے بدلے، نوکری کے لالچ میں، ترجیحی سلوک یا اشیاء یا خدمات کے بدلے ہو۔
- کسی بھی قسم کے جنسی، ذلت آمیز یا استحصالی رویہ میں ملوث ہونے کی بھی سختی سے ممانعت ہے۔

میں مکمل طور پر سمجھتا ہوں / سمجھتی ہوں کہ (وینڈر)

- جنسی زیادتی اور بدسلوکی کے کسی بھی عمل میں ملوث ہونے کی تحقیقات اور مقدمہ چلایا جائے گا۔
- جنسی زیادتی اور بدسلوکی کے کسی بھی ثابت شدہ عمل کے نتیجے میں مندرجہ ذیل اقدامات ہونگے۔ جس میں شوکاز نوٹیس، معاہدہ کی معطلی، برطرفی، قانونی کارروائی اور مستقبل میں انسانی ہمدردی کی تنظیموں کے ساتھ کام کرنے کی پابندی۔
- اگر میں دوسروں کی جنسی زیادتی اور بدسلوکی کا مشاہدہ کروں (ان کے عہدوں سے قطع نظر) تو میری ذمہ داری ہے کہ ہم سب ایسے مناسب اقدامات کریں جس سے اس بدسلوکی کو روکا جائے اور اس حادثے کو فوراً ہینڈلز شکایتی سیل میں قائم شدہ رپورٹنگ طریقہ کار کے ذریعے میں اطلاع دیں۔
- اطلاع یا رپورٹ نہ کرنا، انسانی امداد کے کارکنوں کے ضابطہ اخلاق کی خلاف ورزی ہے۔

وینڈر کا نام : _____ کمپنی کا نام : _____

دستخط : _____ اسٹمپ : _____