

INVITATION TO BID (ITB)

ITB Reference No:
HANDS/ITB/February/2024/15

Date: 07 February 2024

HANDS kindly requests your TENDER for the provision of goods, as detailed in Annex 1 of this Request For TENDER (RFQ)

This Request for TENDER comprises the following documents:

Section 1: Request For TENDER (RFT)

Section 2: RFQ Instructions and Data

Annex 1: Schedule of Requirements

Annex 2: TENDER Submission Form

Annex 3: Technical and Financial Offer

When preparing your TENDER, please be guided by the HANDS RFT Instructions and Data. Please note that TENDER must be submitted using Annex 2: TENDER Submission Form, and Annex 3 Technical and Financial Offer, by the method and by the date and time indicated. It is your responsibility to ensure that your TENDER is received on or before the deadline. TENDER received after the submission deadline, for whatever reason, will not be considered for evaluation.

Thank you and we look forward to receiving your TENDER.

Approved by:

Name: Supply Chain Department

Title: Supply Chain Department

Date: 07-February 2024

SECTION 2: RFQ INSTRUCTIONS AND DATA

Deadline for the Submission of TENDER	22.02.2024 at 12:00pm If any doubt exists as to the time zone in which the TENDER should be submitted, refer to http://www.timeanddate.com/worldclock/ .
TENDER opening time and Date	22.02.2024 at 15:00PM

<p>Method of Submission</p>	<p>TENDER must be submitted as follows:</p> <ul style="list-style-type: none"> <input type="checkbox"/> E-tendering <input checked="" type="checkbox"/> Email <input checked="" type="checkbox"/> Courier <input type="checkbox"/> Other Click or tap here to enter text. <p>Please note that we will accept COMPLETE Supplier’s TENDER; THESE MUST INCLUDE BOTH SOFT & HARD COPY COMPONENTS</p> <ul style="list-style-type: none"> • For a Complete Submission, the car rental company must ensure that the required Soft & Hard Copies of the RFQ, Company Technical Profile, Suppliers Declaration of Conformity, and vehicle Photographs and Models and Financial Proposal should be received by the HANDS HANDS Head Office no later than Thursday February 22, 2024, 12:00pm. • The Complete Submission should include 1 Excel Soft Copy of the Financial Proposal and 1 Scanned Copy of the same Financial Proposal (PDF Format) with the requisite signatures and Company Stamp. • The Complete Submission should include 1 Physical Hard Copy of the Company’s Technical Profile and 1 Scanned Copy of the same Company Technical Profile (PDF Format) • Please submit one E-Mail Submission which includes all Soft Copy Documents within one File to tenders@hands.org.pk using the File Name <u>Hiring of Rental Vehicles for Sindh (BADIN)</u> • Please place HANDS/ITB/FEBRUARY/2024/15 within the Subject Line of the E-Mail Submission • File Format: PDF/ Excel • File names must be no more than 60 characters long and must not contain any letter or special character other than the Latin alphabet/keyboard. • All files must be free of viruses and not corrupted. • 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”. • It is recommended that the entire TENDER be consolidated into as few attachments as possible. • The Maximum File Size per transmission: 4MB • HANDS Will Not Accept handwritten submissions. • The Supplier will receive an automatic reply acknowledging the receipt of the E-Mail Submission to tenders@hands.org.pk • Suppliers are required to provide a Separate & Complete TENDER For each Province Award listed under Section 1. This includes Province Award # Sindh • Suppliers are required to provide a Separate & Complete TENDER for of The Province Awards #Sindh
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	<ul style="list-style-type: none"> • The Excel file can be found under a relevant folder called: Rental Vehicles for Sindh (<u>BADIN</u>) Rental Vehicles • The Hard Copy of The Company Technical Profile, RFT, Supplier’s Declaration of Conformity, and vehicle Photographs and Models must be received by Monday, January 15, 2024, 12:30pm at the following address: Attention to: Supply Chain Unit HANDS Head Office, Plot # 158, Off M-9 (Karachi-Hyderabad) Motorway, Gadap Road, adjacent Baqai University, Karachi • HANDS HANDS will not accept late submissions of the Hard Copy of the Company Technical Profile, RFQ, Supplier’s Declaration of Conformity; and Late Submissions will be returned unopened to the Supplier. • The Hard Copy of The Company Technical Profile, RFQ, Bidder’s Declaration of Conformity and vehicle Photographs and Models must be received by Thursday, February 22, 2024 at 12:00pm and enclosed in an Envelope that is clearly marked with the term HANDS/ITB/February/2024/15.
Cost of preparation of TENDER	HANDS shall not be responsible for any costs associated with a Supplier’s preparation and submission of a TENDER, regardless of the outcome or the manner of conducting the selection process.
Supplier Code of Conduct	All prospective suppliers must follow Code of Conduct and acknowledge that it provides the minimum standards expected of suppliers to the UN. The Code of Conduct, which includes principles on labour, humanrights, environment and ethical conduct.
Conflict of Interest	HANDS encourages every prospective Supplier to avoid and prevent conflicts of interest, by disclosing to HANDS if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.
General Conditions of Contract	Any Purchase Order or contract that will be issued because of this RFQ shall be subject to the HANDS General Conditions of Contract for provision of goods/services/transportation/ medical services available with this document
Eligibility	Bidders shall have the legal capacity to enter a binding contract with HANDS and to deliver in the country, or through an authorized representative.
Currency of TENDER	TENDER shall be quoted in PKR .
Duties and taxes	All prices shall be inclusive of all applicable taxes and duties as per Tax Ordinance of Pakistan

	<input checked="" type="checkbox"/> be inclusive of VAT and other applicable indirect taxes. <input type="checkbox"/> be exclusive of VAT and other applicable indirect taxes
Language of TENDER and documentation including catalogues, instructions and operating manuals	English
Documents to be submitted	Bidders shall include the following documents in their TENDER: <input checked="" type="checkbox"/> Annex 2: TENDER Submission Form duly completed and signed. <input checked="" type="checkbox"/> Annex 3: Technical and Financial Offer duly completed and signed and in accordance with the Schedule of Requirements in Annex 1 <input type="checkbox"/> Other Click or tap here to enter text.
TENDER validity period	TENDER shall remain valid for 60 days from the deadline for the Submission of TENDER.
Price Variation	No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted at any time during the validity of the TENDER after the TENDER has been received.
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted
Payment Terms	<input checked="" type="checkbox"/> 100% within 30 days after payment document is submitted for actual work done on completion of each activity of the project. <input type="checkbox"/> Other
Queries and clarifications	Contact person: HANDS Supply Chain Department E-mail address: tenders@hands.org.pk
Clarifications	Requests for clarification from bidders will not be accepted any later than 4 days before the submission deadline. Responses to request for clarification will be communicated by email 8 th February 2024
Evaluation method	<input checked="" type="checkbox"/> The contract will be awarded to the lowest price substantially compliant offer. <input type="checkbox"/> Other
Evaluation criteria	<input checked="" type="checkbox"/> Full compliance with all requirements as specified in Annex 1 <input checked="" type="checkbox"/> Full acceptance of the General Conditions of Contract <input checked="" type="checkbox"/> Comprehensiveness of after-sales services <input checked="" type="checkbox"/> Earliest Delivery /shortest lead time <input type="checkbox"/> Others (<i>for ex, environmental criteria/considerations, etc</i>)
Right not to accept any TENDER	HANDS is not bound to accept any TENDER, nor award a contract or Purchase Order HANDS will not accept Handwritten TENDER Submissions
Right to vary requirement at time of award	At the time of award of Contract or Work Order, HANDS reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum 25% of the total offer, without any change in the unit price or other terms and conditions.

Type of Contract to be Awarded	Long Term Agreement
Expected date for contract award.	01 March 2024
Policies and procedures	This RFQ is conducted in accordance with Policies and Procedures of HANDS
Vendor registration	HANDS is encouraging all suppliers to register with HANDS Supply Chain Department. The Bidder may still submit a TENDER even if not registered with the HANDS.

ANNEX 1: SCHEDULE OF REQUIREMENTS

[FOR Services: Insert here the following sections and tables adjusted as needed and include the appropriate version of Annex 3] for the provision of LTA for **Hiring of Rental Vehicles for Sindh (BADIN)**

Technical Specifications:

S/No	Specification	District	Duration	Quantity
1	Corolla GLI model 2020 and above per month 2600 KM Running in 24 days with fuel and driver	BADIN	15 Months	04

Delivery Requirements

Delivery Requirements	
Delivery Date & Time	Supplier Shall Deliver the vehicles According To The Time Stipulated Within The Final Agreement
Delivery Terms (INCOTERMS 2020)	N/A
Customs clearance (Must be linked to INCOTERM)	<input checked="" type="checkbox"/> Not applicable Shall be done by: <input type="checkbox"/> Name of organization <input type="checkbox"/> Supplier/bidder <input type="checkbox"/> Freight Forwarder
Exact Address(es) of Delivery Location(s)	Sindh (BADIN)
Distribution of shipping documents (if using freight forwarder)	N/A
Packing Requirements	N/A
Training on Operations and Maintenance	Vendor will be responsible for repair and maintenance of vehicles. HANDS will not pay any charges
Warranty Period	Click or tap here to enter text.
After-sales service and local service support requirements	N/A

Preferred Mode of Transport	N/A
Other information	Vehicles must have all the required accessories i.e Fire extinguisher, Tool Kits, First aid Kit, Rope, Additional Battery Terminals, Spare tire, etc.

ANNEX 2: TENDER SUBMISSION FORM

Suppliers are requested to complete this form, including the Company Profile and Bidder's Declaration, sign it and return it as part of their TENDER along with Annex 3: Technical and Financial Offer. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	HANDS/ITB/February/2024/15	Date:

BIDDER'S DECLARATION OF CONFORMITY¹

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 organization; 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 thirdparty has received from, will be offered by, or will receive from the Supplier any direct or indirect benefit arising from the contract.

¹ This form is mandatory to fill in and sign by every vendor who submits TENDER

Yes	No	
<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 development organization.
<input type="checkbox"/>	<input type="checkbox"/>	On behalf of the Supplier, I further represent and warrant that neither the Supplier nor any persons having powers of representation, decision-making or control over the Supplier or any member of its administrative, management or supervisory body are included in the most recent conflict or legal proceedings. The Supplier will immediately disclose to HANDS if it or they become subject to any sanction or court cases.
<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 as per State of Pakistan.
<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"/>	On behalf of the Supplier, I further represent and warrant that the Supplier undertakes to comply with the Code of Conduct, available with this document
<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 abide 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:

Title:

Date:

**ANNEX 3: TECHNICAL AND FINANCIAL
OFFER - WORKS**

Bidders are requested to complete this form, sign it and return it as part of their TENDER along with Annex 2 TENDER Submission Form. The Bidder shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.

Name of Bidder:		
RFQ reference:	HANDS/ITB/February/2024/15	Date:

Technical Offer

Section-1

- **Company Registration.**
- **Business Status (Legally Registered, please provide NTN of the organization)**
- **Experience (number of projects completed in Last Five Years-Latest)**
- **Relevant Experience (number of projects completed in Last three years-Latest)**

Section-2

- **Updated Company Profile**
- **Client List (Organization Name) with Description of work performed, Contact details of Focal person (Email, PhoneNumber)**
- **Previous relevant Work Orders/ Contracts and Completion Certificates for Last three years-Latest**
- **Organizational Structure (Both Technical and Non-Technical staff members)**
- **Team Composition and CVs of Both Technical and Non-Technical staff members**
- **Owned Vehicles list**

Section-3

- **Bank Statement for last Six Months (July to December 2023)**
- **Audited Financial Statements (Latest- not older than one year)**
- **Governorate that Company prefers to work for last 3 years.**

FORM G: TECHNICAL EVALUATION

S. No.	Description	Marks
1	Corolla GLI Model 2020 and above	25%
2	Tracker	5%
3	Road Permit	5%
4	Fire Extinguisher	5%
5	Company Profile & Current Work order in Hand	10%
6	Current no of Fleet Available	10%
7	In case of break down backup time	10%

Financial Offer

S/No	Specification	District	Duration	Quantity	Rate with Driver and Maintenance	POL Rate Per KM
1	Corolla GLI model 2020 and above per month 2600 KM Running in 24 days with fuel and driver	BADIN	16 Months	04		

Note: All Prices should be inclusive of any applicable government taxes **(in Price of Services)**.

Compliance with Requirements

	Your Responses		
	Yes, we will comply	No, we cannot comply	If you cannot comply, pls. indicate counter proposal
Delivery Lead Time	<input type="checkbox"/>	<input type="checkbox"/>	
Validity of TENDER	<input type="checkbox"/>	<input type="checkbox"/>	
Payment Terms	<input type="checkbox"/>	<input type="checkbox"/>	
Other requirements <i>[pls. specify]</i>	<input type="checkbox"/>	<input type="checkbox"/>	

I, the undersigned, certify that I am duly authorized to sign this TENDER and bind the company below in event that the TENDER is accepted.	
<i>Exact name and address of company</i> Company Name Address: Phone No.: Email Address:	Authorized Signature: Date: Name: Functional Title of Authorized Signatory: Email Address:

To,
The Manger Supply Chain,
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-qualification's procurements:

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

industrial actions (except where such strikes, lockouts or other industrial issues are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Purchase Order/Work Order/Contract, the dispute be referred for resolution by arbitration under the The place for arbitration shall be decided by the purchaser.

b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Purchase Order/Work Order/Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

1.15. Blacklisting

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

b) If the Supplier is found to have engaged in corrupt or fraudulent practices in competing for the award of the Purchase/Work Order/Contract, The Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist The Supplier, either indefinitely or for a stated period.

1.16. Dispute Resolution

a) The Purchaser and the Supplier shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

b) In case of any dispute, the matter will be referred to Chief Executive (HANDS), whose decision will be binding on both parties.

ANNEXURE-A

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____

Dear Sir,

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

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

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

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

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

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

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

Authorized Signatures with Official Seal: _____

ANNEXURE-B INTEGRITY PACT

(To be submitted on Rs. 50 Stamp Paper)

AFFIDAVIT

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

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

****Prevention of Sexual Exploitation and Abuse (PSEA) Clause****

1. The Vendor acknowledges and agrees to adhere to the highest standards of conduct in Preventing Sexual Exploitation and Abuse. (PSEA)
 2. The Vendor shall ensure that its personnel, subcontractors, and any other individuals associated with the contract comply with PSEA principles.
 3. Any violation of this clause will result in immediate termination of the contract. Legal actions may also be pursued.
 4. The Vendor commits to reporting any incidents of sexual exploitation or abuse promptly to the contracting agency.
 5. HANDS reserves the right to conduct regular monitoring and compliance checks to verify adherence to this clause.
- The Vendor affirms its commitment to maintaining a safe and respectful environment for all involved parties.

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: