



Tender Notice

Ref # TENDER SET NO: HANDS / PROCUREMENT / 2022 / 07

Health And Nutrition Development Society (HANDS) is a non-profit and non-governmental organization. HANDS invites sealed tenders from reputable suppliers/vendors/contractors/companies in SINDH, for the services of a Rent a Car company.

S/No	Type	District	Quantity	Duration
1	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Mirpurkhas	3	11 Months
2	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Larkana	3	11 Months

Terms & Conditions:

1. Tender documents can be downloaded from the HANDS website www.hands.org.pk. With submission of **Rs. 2,000/-** as Tender fee. Interested bidders, submit deposit tender fee along with their bids at the time of submitting the bid.
2. Sealed tenders should reach HANDS address for the submission of the tender documents on or before **23-05-2023-12:00 AM** and should be clearly marked "TENDER - Not to be opened before
3. **23-05-2023 03:00 pm**
4. Tenders will be opened on **23-05-2023, 03:00 pm** by the HANDS tender committee.
5. In case a public holiday is announced by the Government (Due to any reason), the tender will be opened on the next working day at the same time and venue. Or will be informed to suppliers for the opening session.
6. Vehicle of the shortlisted supplier will be inspected by the tender committee before final decision.
7. Tender committee reserves the right to change the model of the required vehicle, quantities or vehicle hiring period or cancel/reject any or all offers without assigning any reason.
8. Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding names/companies/ companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently blacklisted
9. Lowest price will not be the sole criteria; the quality of the vehicle and previous experience will also be considered.
10. All tender documents should reach at HANDS Head office in Karachi accompanied with 2% earnest money of the total amount of the bid. All documents without earnest money would be disqualified without any consideration

Doc 2: Letter of Invitation to Tender

06-05-2023

Ref # TENDER SET NO: HANDS / PROCUREMENT/ 2023 / 07

Dear Sir/Madam,

SUBJECT: INVITATION TO TENDER FOR RENTED VEHICLE SERVICES.

Further to your inquiry regarding the publication of the above-mentioned Invitation to Tender, please find enclosed the following documents, which constitute the tender dossier:

- A. Tender Notice (See Doc 1)**
- B. Invitation to Tender (See Doc 2)**
- C. Prequalification Registration Form HANDS (See Doc 3)**
- D. Instructions to Tenderers (See Doc 4)**
- E. Terms and Conditions (See Doc 5)**
- F. Tenderer's Relevant Experience (See Doc 6)**
- G. Tenderers Declaration (See Doc 7)**
- H. Price Schedule (See Doc 8)**
- I. Procurement Guidelines and Code of Conduct (See Doc 9)**

We look forward to receiving your tender on or before **12:00 pm latest by 23-05-2023** at the address specified in the tender dossier.

Your tender bid must include the following documentation so please use the list below as a 'Checklist' before submitting your tender to Concern.

- 1. Technical Specification**
- 2. Financial Offer**
- 3. Signed Tenderers Declaration**
- 4. Company Certificate of Registration**
- 5. Copy of the NTN**
- 6. Registration with SRB**
- 7. Completed 'Tenderers Relevant Experience Form' with supporting Document for reference.**
- 8. List of Current Clients.**

Offers must be submitted in sealed envelopes, marked "TENDER - not to be opened before **03:00 pm latest by 23-05-2023**" and should bear the tender reference specified above on the outside of the envelope for identification purposes.

Yours sincerely,

HANDS Procurement Department

Document # 3

To,
The Manger Procurement,
HANDS, Karachi.

Subject: Pre-Qualification Registration of Firms.

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

1. Name of Firm _____

2. Present business Address _____

3. Telephone # _____ Cell # _____ Email _____

4. Proprietor's /Owners Name _____

5. Proprietors Residential Address _____

6. Telephone # _____ Cell # _____ SRB Reg # _____

7. Proprietor's CNIC No. _____

8. Sales Tax Registration No. _____ NTN No. _____

Banker's Name & Current A/C No. _____

9. Category for which pre-qualification is desired _____

10. Whether Manufacturers, Importers, Wholesalers, Agent, Distributors _____

11. Whether ever blacklisted YES/NO _____ if yes, give details.

Signature & Seal of the Firm _____

Full Name _____

Designation _____

Dated _____

Document Required:

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

1. MINIMUM TERMS & CONDITIONS FOR POST QUALIFICATION PROCUREMENT

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

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

1.14. Force Majeure

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

1.15. Blacklisting

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

1.16. Dispute Resolution

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

ANNEXURE-A

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____

Dear Sir,

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

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

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

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

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

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

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

Authorized Signatures with Official Seal:

ANNEXURE-B INTEGRITY PACT

(To be submitted on Rs. 50 Stamp Paper)

AFFIDAVIT

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

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

Authorized Signature & Stamp Subscribed and sworn to me this _____ day of _____ 20__

ANNEXURE-C

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

UNDERTAKING/ AFFIDAVIT

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

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

_____ **Name**
Designation
Name of Organization

WITNESSES:

WITNESS 1:

..... Name:

CNIC:
ADDRESS:

WITNESS 2:

..... Name:

CNIC:
ADDRESS:



Doc 4: Instructions to Tenderers

1. Services to be provided

S/No	Type	District	Quantity	Duration
1	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Mirpurkhas	3	11 Months
2	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Larkana	3	11 Months

Sr. #	Project	District	No. of Vehicles	Type	Estimated KM/day	Estimated KM/Month
1	UNICEF	SINDH	3	HIJET	104 KM	2500KM 24 days in a month
2	UNICEF	SINDH	3	HIJET	104 KM	2500KM 24 days in a month

2. Closing date and time for submission of tenders :

12:00 pm latest by 23-05-2023

3. Submission of tenders

HANDS Head Office on or before 12:00 pm latest by 23-05-2023

4. Schedule for vehicle rental services

Monthly Basis

5. Language of offers

All tender documents are to be submitted in English

6. Period of validity of offers

All bids must be valid for one year from the tender submission date.

7. Currency Pakistani Rupee

8. Terms

The prices must be inclusive of all applicable taxes, (Service Tax/Sale tax/ withholding tax/ other levies and duties applicable income tax) tracker fees (optional), driver's salary, any insurance claim related and allied costs up till the delivery of services in mentioned districts. The Service provider must quote only one option for vehicle rent. Bids received with more than one options and rates may be rejected. Owners must have to attach CNIC copies of own and their driver(s). Service providers and their staff must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed



HANDS reserves the right to change the model of the required vehicle, quantities or vehicle hiring period or accept or reject any or all tender forms without assigning any reason.

Type of contract Services agreement

9. Content of tenders

- Technical Specification (experience)
- Financial Offer
- Signed Tenderers Declaration
- Company Certificate of Registration
- Completed 'Tenderers Relevant Experience Form'

10. Opening of tenders

Tender will be opened at **HANDS Head Office, 03:00 pm latest by 23-05-2023**

In the presence of vendors or their representatives, who wish to witness the tender opening?

11. Evaluation of tenders

Lowest price will not be the sole criteria; vehicle condition / quality, driver's information & previous experience will also be considered

Price: 30%

Technical: 70%

Technical Criteria

S.No.	Description	Marks
1	Hijet Model 2016 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%

Awards shall be made to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to the Price and Technical.

i. Cancellation of the tender procedure

Tender evaluation committee reserves the right to cancel/reject any or all offers without assigning any reason.

ii. Appeals Process

Bidders reserve the right to make an appeal against the decision of the tender committee. The appeals should be in writing and for the attention of the Chief Executive – **HANDS**

iii. Data protection

HANDS guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. **HANDS** guarantees confidentiality of the procurement process.



iv. TOR for Vendor

- A complete firm information and driver information form will be submitted to **HANDS** with the tender form.
- Supplier will be responsible for provision of driver's salary/ overtime and maintenance of the vehicle, vehicle logbook fill properly.

- All charges, taxes, dues and contribution imposed by whatever authority in relation to this contract will be the sole responsibility of the Supplier. All applicable Government taxes at admissible rate shall be deducted at source by **HANDS** from Supplier and copy of the IT receipt shall be provided to the Supplier if required on written request.

- In case of any accident or mishap, (Snatching of vehicle etc.) **HANDS** will not be responsible for any kind of damages/penalties/payment to any third party in any case.
- The supplier will be responsible to provide vehicle in good road-worthy condition and with fire extinguisher, first aid box, tool box and vehicle tracking device(s) installed in the vehicle (Optional);
- In context to contract, the service provider will be responsible to assign/provide with the vehicle(s) driver(s) having good/sound physical and mental health (with no disability), valid driving license and of age not exceeding 55 years. The driver must be literate to an extent that he can manage the vehicle log book. The Service Provider will also ensure that provided/assigned driver(s) will abide by the rules and regulations set by **HANDS**. They will follow the instructions received from **HANDS** or its staff during course of duty. Violation committed by the driver shall be considered as committed by the service provider.
- Any item supplied by **HANDS**/Project coordinator for the rented vehicle during the rental period will be returned on termination of the contract.
- A trial period of thirty (30) days applies from the starting date to allow the organization to ensure the vehicle is in a safe worthy condition.
- All maintenance and service will be the responsibility of vehicle supplier. Maintenance and service should be carried out by supplier. Vehicle Supplier will impose no limit or penalty or have no restriction on the mileage covered by the vehicle during this contract or any extension thereof.
- In case of any violation of above terms and conditions, **HANDS** reserves the right to terminate the contract at once and the balance of the payment by either Party shall be paid or reimbursed.
- **HANDS** in any case will not be responsible for the documents (Customs etc.) and in case of any problem and reserves the right to terminate the contract.
- Firm will be responsible for the arrangement of required vehicle and driver.
- Salary of the driver, tracker fees and any other maintenance of vehicle will be the responsibility of Supplier.
- Payment will be made on monthly basis upon submission of proper invoice to **HANDS** and log book of each vehicle with vehicle requisition slip.
- Firm will provide the complete detail of driver and vehicle along with photocopies of necessary documents. At the time of signing of agreement
- Supplier shall ensure availability of vehicles during the contract period, in case of absence of vehicle / driver, then vendor shall bear the cost for per day rent / daily wages or shall provide other vehicle / driver along with authority letter in substances of the vehicle / driver otherwise per day rent will be deducted from monthly rent.

Document 5: HANDS Terms and Conditions

SERVICES TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

- 1) **Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise
- 2) **Source of Instructions:** The Vendor shall not seek nor accept instructions from any source external to **HANDS** in relation to the performance of the contract.
- 3) **Assignment:** The Vendor shall not assign, transfer, sublet or subcontract the ~contract or any part thereof without the prior written consent of the Contractor.
- 4) **Corruption:** The Vendor shall not give, nor offer to give, anyone employed by the Contractor an inducement or gift that could be perceived by others to be a bribe. The Vendor agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- 5) **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Vendor under the contract shall be the property of **HANDS** and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Contractor upon request.
 - 5.1) The Vendor may not communicate at any time to any other person, government or authority external to **HANDS**, any information that has been compiled through association with **HANDS** which has not been made public except with written authorization from the Contractor. These obligations do not lapse upon termination of the contract.
- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Vendor shall not advertise nor make public the fact that it is supplying goods or services to the Contractor, nor shall the Vendor in any way whatsoever use the name or emblem of **HANDS** about its business or otherwise.
- 7) **Observance of Law:** The Vendor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract. **8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

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

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

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

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

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

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

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

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

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

- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.

- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labor laws are complied with.
- Social rights are respected

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

Areas which should be considered are:

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

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

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

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

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

Doc 7: Tenders Declaration

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

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

19 We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation

20 We adhere to respect the **HANDS** Code of Conduct as per the points listed below;

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

20a Environmental Standards

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

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

Name and function:

Date:

Signature:

Yours faithfully

Name and first name:

Title:

Duly authorized to sign this tender on behalf of:

.....
...

Place and date:

Stamp of the firm/company:

Doc 8- Price Schedule

Date: _____

Tender Ref: TENDER SET NO: HANDS / PROCUREMENT/ 2023 / 07

Please mention your bid/quote on this form along with your sign and stamp on each page or in the same manner on your letterhead.

Providing Rent a Car Services at SINDH,

BID FOR RENTED VEHICLES

S/No	Type	District	Quantity	Duration	Vehicle Rent Including driver and Maintenance	Per KM POL Charges
1	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Mirpurkhas	3	11 Months		
2	HI jet required for model 2016 and above approx. 104 KM Per day Running 24 days in a month with fuel and driver	Larkana	3	11 Months		
Total Amount						

Note: All Applicable tax withholding and SRB must be included in the Bid

Name of Bidder _____ Signature & Stamp of Bidder _____ Date _____

Contact Number _____ Office Address _____

Procurement Guidelines and Code of Conduct

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

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

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

Respect & Dignity

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

Meetings with Buyers and Technical Personnel

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

Gifts and gratuities

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

Guidelines

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

"No staff member shall accept any honor, decoration, favor, gift or remuneration from any Government." "No staff member shall accept any honor, decoration, favor, gift or remuneration from any non-governmental source without first obtaining the approval of the Secretary-General"

The procurement officer should:

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

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

1. Potential areas of risk in the procurement cycle

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

Area of risk	Explanation and examples
Budgeting	Fraud and corruption must be paid for from somewhere. Lack of proper budgetary control, for example when all funds are not allocated to a specific purpose, can provide the necessary funds.
Financial approval policy	Without regular audits and strict management controls, there are opportunities for fraudulent use of a person's own levels of authority, or of misusing someone else's.
Perceived need	Requirements can be invented or falsified.
Specification development	Specifications can be written to favor a specific supplier. Clarifications on specifications can be provided to one of the invitees only during the tendering process.
Evaluation criteria	Evaluation criteria can be written, or amended, after receipt of offers to favor a particular supplier.
Pre-qualification	This process can be used to limit the field of competition to give a favored supplier an advantage.
Invitation to tender/sourcing	This process can be used to give the illusion of competition where it does not really exist by inviting tenders from companies who are known to be unsatisfactory, or by not sending out complete specifications to all tenders at the same time etc.
Offer evaluation	Fraud at this stage occurs mainly when objective evaluation criteria have not been agreed in advance. It can also occur where technical staff is able to use their specialist knowledge to mislead other members of the evaluation team.
Negotiation	Favored suppliers can be assisted or given useful information during negotiations.
Contract award	There are opportunities for fraud by the supplier either through deliberately fraudulent acts or through buyer incompetence.
Post award changes to specifications	This allows suppliers to increase profits, particularly when awarded the contract on an attractively low offer price.
Area of risk	Explanation and examples
Goods receipt	Examples are: Allowing under-deliveries of goods or non-performance to specifications, or drafting false goods inward notes; deliberate over ordering; allowing inventory to dwindle so that emergency orders at a higher price will have to be processed.
Invoice certification	Deliberate overcharging, backdating orders to allow benefit from price changes, paying twice, failing to insist on or monitor retentions.
Tax	All Govt, taxes & SRB are applicable .(with holding, GST, SRB)

Decentralized procurement organization	In decentralized organizations the responsibilities are delegated to a large number of people, and it is difficult for the central procurement function to exercise total control and to be aware of what is going on in the decentralized units. Although decentralization can often improve efficiency and reduce costs, it can also increase the risks of corruption.
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2. Potential warning signs of unethical practices

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

- deviations from correct procedures
- overcharging by the supplier
- poor record keeping
- missing files
- poor or no separation of duties (for example, the same person issues the order and approves the payment)
- poor control (for example, only one person signs a contract)
- Procurement Manager's extravagant life style
- Procurement Manager's frequent absence from the office
- excessive entertaining by suppliers
- resistance to audit
- reluctance to delegate
- excessive secrecy
- dictatorial management style
- unnecessary meetings with suppliers
- not allowing other staff to deal with certain suppliers
- Established suppliers' reluctance of entering competitive tendering • supplier cartels.

3. Control over goods and services received

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

Transparency

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ethical conduct:

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

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

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

2.0 Black List Criteria or Removal from Approved Supplier List

2.1 Background

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

2.2 Conditions for Black Listing

1. Vendor who fail to respond to a reasonable number of bids (five consecutive) (RFQ) or fail to provide adequate goods or services as per PO repeatedly (twice in a quarter) shall be removed from the approved supplier list.
2. If the vendor is listed on the United Nations list of suspended and removed vendors;
3. If a vendor repeatedly fails to respond to invitations to bid, five times in a row he will be removed from the list.

4. Failure to keep an offer firm for the length of time specified.
 5. Default or failure to accept orders or honor a quotation/bid that is based on firms bids within the stipulated period for acceptance.
 6. Failure to provide a performance bond when required as part of the Tender/contract documents where he is the lowest bidder.
 7. Repeatedly (twice in a quarter) failing to make delivery or complete an order in the time period specified on the purchase order.
 8. Involving in conflict of interest and not informing earlier.
 9. Offering bribe/gifts etc to the procurement or any other employee of HANDS.
 10. Delivery of goods, commodities or equipment which do not comply with the published requirements or specifications.
 11. Frequent late delivery of goods without proper notification and justifications.
 12. Failure to honor warranties and guarantees on products supplied.
 13. Collusion with other bidders or prospective bidders in an attempt to restraint competition.
 14. Unethical practices.
 15. Failure to meet contract terms and conditions.
 16. Giving information on the registration form that is false or misleading.
 17. Failure of a vendor/supplier to perform satisfactory in any of the above areas may result in a vendor's liability for damages to the organization.
- Any party that is involved in a current law suit or legal action against any organization.