



# Participation file

---

## Purchase and Supply of Food Parcels

---

Ref: PAK-PESH-ISLA-0014



**Contents**

- 1. Contract description .....4
- 2. General conditions .....4
- 3. Tendering schedule .....4
- 4. Eligibility and Obligations .....5
  - Sub-contracting .....6
- 5. Participation procedure .....6
  - For Administrative Compliance: -** .....6
  - For technical and financial evaluation:** .....7
  - For Due Diligence:** .....7
  - Submission of applications .....7
  - Physical Bid Submission addresses:** .....8
  - Requests for clarification .....8
  - Requests for clarification .....9
- 6. Bid selection criteria .....10
  - Evaluation .....11
  - Due diligence .....11
- 7. Cancellation of a call for tenders procedure .....11
- 8. Awarding of contract .....11
- 9. Appendix: A (Supplier Evaluation questionnaire) .....13

## Purchaser identification

**Name:** Federation Handicap International (Humanity & Inclusion)

**Address:** Plot No.2H, Street No. 26, G-9/1, Islamabad

**Contact details:** Procurement Department

Contact Number: 0092 51 2286 542

Email: [procurement@pakistan.hi.org](mailto:procurement@pakistan.hi.org)

**Website:** [www.hi.org](http://www.hi.org)

Federation Handicap International works in around 60 countries in emergency, reconstruction, chronic crisis and development contexts. Since 1982, the association has been working alongside vulnerable populations and in particular persons with disability.

HI is an independent and impartial international solidarity organization, which intervenes in situations of poverty and exclusion, conflicts and disasters. Working alongside people with disabilities and vulnerable populations, it acts and testifies to meet their basic needs, improve their living conditions and promote respect for their dignity and fundamental rights.

In the early 1980s, Handicap International's first activities in Pakistan focused on support for Afghan refugees and this work continued up until the end of the 1990s. Following a series of natural disasters, the organization returned to Pakistan to support vulnerable people caught up in several humanitarian crises.

Our action and campaigning is focused on addressing the essential needs of persons with disabilities and vulnerable groups, improving their living conditions and promoting respect for their dignity and their fundamental rights.

## 1. Contract description

HI is seeking to sign a Purchase and Supply contract for the procurement of Four Hundred and Seventy two (472) Food parcels kits. (Quantities may vary; increase or decrease)

All kits are to be delivered at Peshawar;

Nowshehra: 236 Kits

Charsadha: 236 Kits

Economic conditions of the framework agreement:

The contract shall be signed for ONE TIME ONLY until the delivery of ordered packages as per PO. At the end of this period, the contract shall terminate without HI having to take steps to revoke it.

Invoicing shall be in accordance with the pricing conditions given in the PO.

The prices shall be firm and non-revisable for the duration of the contract.

Contract execution addresses:

Plot No. 2H, Street No 26, G-9/1, Islamabad

## 2. General conditions

By submitting a bid, supplier (s) accept without restriction all the general and specific conditions outlined in these specifications as being the only basis for this supply contract procedure, irrespective of their own conditions, which they hereby waive.

Supplier (s) shall carefully examine and comply with all the instructions, forms, clauses and specifications mentioned in this participation file.

Failure to submit a bid containing all the information and documents requested by the specified closing date may result in the bid's rejection.

## 3. Tendering schedule

The below table indicates the key dates for this tender process. The issuing of this Invitation to Tender and Tender Pack represents the start of the tender process

| Activity  | Date                                    |
|---|---|
| Issue Invitation to Tender/Publication Date:        | 25 May 2023                             |
| Deadline for questions/clarifications from Bidders  | 1 June 2023                             |
| Bid Clarifications                                  | 2 June 2023                             |
| Deadline for Bid Submission                         | 7 June 2023 at 16.00 Pakistan (GMT + 5) |
| Bid Opening, Minutes of Meeting, technical analysis | 8-13 June 2023                          |
| Award Contact                                       | 14-19 June 2023                         |

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change.

**CLOSING DATE FOR BID SUBMISSION:**

Your bid must be received, either at the specific address, no later than Within **16.00 Hours on 07 June 2023** (All the date & times are in Pakistan Standard Time). Failure to submit your bid prior to the Closing Date may result in your quote being void.

All Bids must remain valid and open for consideration for a period of not less than 90 Days from the Closing Date.

**4. Eligibility and Obligations**

All natural or legal persons of whatever nationality are eligible to apply. However, certain criteria will be grounds for excluding applications.

**Exclusion criteria:**

Applicants or supplier (s) shall be excluded from the selection and award procedure in the following conditions:

- If they are bankrupt or their affairs are being wound up; their affairs are being administered by the courts; they have entered into an arrangement with creditors; they have suspended business activities; they are the subject of proceedings concerning these matters or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- If they have been convicted of an offence concerning professional misconduct by a judgement which has the force of res judicata;
- If they have been found guilty of gross professional misconduct proven by any means which the contracting authorities can justify;
- If they have not fulfilled their obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the contracting authority or those of the country in which the contract is to be executed;
- If they have been the subject of a judgement which has force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- If, following another procurement procedure or grant award procedure financed by the community budget, they have been found to be in serious breach of contract for failure to comply with their contractual obligations.
- If the commercial registration not stated that they are, allowed to provide such supplies, material or services;
- 

In addition, contracts shall not be awarded to applicants or supplier (s) who, during the procurement procedure:

- are in a position of conflict of interest;
- are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the award procedure, or fail to supply this information.

By returning this participation file duly initialled and signed, the supplier (s) confirm that they are not in one or more of the situations described above and undertake to send to Handicap International within seven (7) calendar days following receipt of a request from Handicap International any additional documents that Handicap International considers necessary to perform its checks.

➤ **Sub-contracting**

If applicants or supplier (s) plan to work with subcontractors, they undertake to:

- Provide Handicap International with the list of those services that it plans to subcontract
- Obtain Handicap International's formal agreement on the choice of prospective subcontractors
- Obtain Handicap International's agreement on the terms of payment of these sub-contractors
- Send Handicap International its contracts with subcontractors upon request

## 5. Participation procedure

The call for tender file is made up of the following documents:

- this participation file
- an application form
- specifications and annexes:
  - Appendix A – Supplier Evaluation Questionnaire
  - Appendix B- General Purchasing Conditions
  - Appendix C - HI Good Commercial/Business Practices
  - Appendix D - RFQ Format (Supplier (s) may also use their own letter heads or format)

The call for tender file is made up of the following documents. **If any document from the list is missing, the file will be considered administratively non-compliant and not evaluated further.**

**For Administrative Compliance: -**

- Sign all pages of this participation file including all the appendices attached to this file.
- The supply of food parcel must comply with all the technical specifications set out in Appendix-D and conform in all respects with description, packaging, measurements and other required characteristics
- Supplier must have to mention the origin of the product in the appendix D (like manufactured by own organization /will be imported / will be sourced from local market)
- Minimum delivery lead item should be clearly mentioned for the delivery of of Four Hundred and Seventy Two Kits (472)

## **Documents need to be attached to Tender File**

- A copy of valid business registration / Trade License – Mandatory
- Complete profile of the company – Mandatory
- Power of attorney for the signature of tender documents – Mandatory.
- A duly completed, dated, stamped and signed Supplier's identification form (with all annexes from A to D and HI General purchasing terms) - Mandatory.
- Copy of valid dealer registration (if applicable)
- A photocopy of the National ID card of the Owner/Proprietor/CEO/Managing Director with address, Phone and email contact- Mandatory
- Copy of valid GST/Sales Tax Registration Certificate - Mandatory
- Copy of NTN certificate - Mandatory
- A copy of tax certificate/documentation that tax return was submitted / paid for last 5 years
- Minimum Five (05) Client's list / Customers references from the last Five (05) years (including evidences of previous experience in form of copies of supply/ purchase contracts etc.- Mandatory
- Quality management policy or certificate (in case of product/goods/materials)
- Audited financial statement of overall turnover and turnover concerning the works, supplies covered by the contract during a period which may be no more than the last three (03) years - Mandatory.
- Company banking details and Bank Solvency Certificates (individual transactions on the bank statement are not required to be shown)
- Declaration from banker on financial position accompanied by a certified bank statement for the last 6 months
- Minimum 2 contact persons/representatives' information (Full Name, National ID, Address, Family Name,Phone or email contact) - Mandatory

### **For technical and financial evaluation:**

- Technical proposal (where applicable)
- Currency : PKR only
- Financial bid (all prices must be inclusive of any applicable Taxes as per Govt Rules)

### **For Due Diligence:**

- All bidders must sign participation file and all annexes, failure to submit any mandatory document as mentioned above may result in the exclusion from tendering process.

## **Submission of applications**

Companies interested in submitting a bid shall make sure that first they are eligible to participate in this tender by providing all documents including required annexes.

### **Physical Bid Submission addresses:**

All documentation submitted should be done in their own clearly labelled envelopes (e.g., Bidder Response Document, Financial Accounts, Bill of Quantities etc.), which are submitted in one single envelope as detailed above. All bids including annexes and supporting documents then must be submitted in a sealed envelope. The single envelope must bearing only:

- HI address: Federation Handicap International Country Office Plot No.2H, Street No. 26, Sector G-9/1, Islamabad, Pakistan
- Tender reference of this call for tender: "Purchase and Supply of Food Parcel – CFT REF: PAK-PESH-ISLA-0014"
- Name and address of the bidder
- Clearly written on the envelope "Not to be opened before the tender opening session"

The sealed envelope shall include all documents listed in the application document. For clarification should be aimed at correcting any initial errors or omissions affecting the performance of the contract or undermining fair competition.

#### ➤ **Requests for clarification**

If Handicap International, on its own initiative or in response to a request from an applicant, adds to or clarifies information in the participation file, this information shall be sent in writing and shared with all other applicants at the same time.

**The deadline for receiving requests for clarification from Handicap International is: 1 June 2023** Responses to the participants shall be sent to everyone in writing at the same time.

This schedule may be modified by Handicap International, if it needs to do so.

Should the Bidder have questions or should it have any doubt about the meaning of the Invitation for Tenders documents, it should refer them only in writing through Email to: [procurement@pakistan.hi.org](mailto:procurement@pakistan.hi.org) by 1st June, 2023 by 16:00 HRS (Pakistan Standard Time). All correspondence in connection with the tender is to be in English.

- **Amendment or withdrawal of bids:** Suppliers may amend or withdraw their bids by written notification before the closing date for submission of bids. No amendments may be made to bids after this date. Withdrawals shall be firm and final and will terminate any participation in the tendering process.
- **Costs of preparing bids:** None of the costs incurred by suppliers in preparing and submitting their bids shall be reimbursable. All these costs shall be borne solely by the suppliers.

- Handicap International reserves the right to negotiate, accept or reject any bid or quotation at its sole discretion, and to continue the competitive dialogue for any response it considers advantageous. Handicap International is not obliged to accept the lowest prices or any of the bid. No bid may be modified after the closing date for the submission of bids.
- In the interests of transparency and equal treatment, the evaluation committee may ask suppliers, in writing, to clarify their bids within 48 hours, without modifying them. None of these requests for clarification should be aimed at correcting any initial errors or omissions affecting the performance of the contract or undermining fair competition.
- Any supplier (s) attempting to influence the evaluation committee in the process of examining, clarifying, evaluating and comparing bids with a view to obtaining information on the progress of the process or influencing Handicap International in its decision regarding the award of the contract shall have their tenders immediately rejected. No excuses shall be accepted for late submissions. Bids arriving after the deadline shall be rejected without evaluation.

### ➤ **Requests for clarification**

If Handicap International, on its own initiative or in response to a request from an applicant, adds to or clarifies information in the participation file, this information shall be sent in writing and shared with all other applicants at the same time.

**The deadline for receiving requests for clarification from Handicap International is: 1st June 2023.** Responses to the participants shall be sent to everyone in writing at the same time.

This schedule may be modified by Handicap International, if it needs to do so.

Supplier (s) shall submit their paper file in a sealed envelope. Supplier (s) shall be excluded from the award procedure if their bids are received after the deadline for the receipt of bids of **7<sup>th</sup> June 2023**.

Language: All written documents shall be in English .

Currency unit: All prices shall be expressed in PKR, INCLUSIVE of all applicable taxes.

General purchasing conditions: They shall be initialled on each page and signed, and shall be included with the bid .

Bid validity period: Bids shall remain valid for a period of three (3) calendar months as from the deadline for the receipt of bids.

Amendment or withdrawal of bids: Supplier (s) may amend or withdraw their bids by written notification before the closing date for submission of bids **7<sup>th</sup> June 2023**. No amendments may be made to bids after this date. Withdrawals shall be firm and final and will terminate any participation in the tendering process.

Costs of preparing bids: None of the costs incurred by supplier (s) in preparing and submitting their bids shall be reimbursable. All these costs shall be borne solely by the supplier (s)

## 6. Bid selection criteria

Bids shall be selected based on the information contained in the submitted documents form and attached documents. Supplier (s) may include any additional documents they deem relevant. HI may select multiplesuppliers for the mentioned purchase.

To be administratively compliant, the bids must comply with the following:

- Bid validity period is 03 months or more
- Prices are in PKR and are all inclusive of GST and all applicable Taxes (As per Govt Rules)
- Language of the bids is English
- All required documents are provided **as mentioned in this CFT Participation File under Article 5**
- Sufficient capacity to manage HI supplies (evaluated by HI given financial viability evaluation, level of experience, level of expertise)

Bids that are not administratively compliant will not evaluated further

### Bid Selection Criteria

| Bid Selection Criteria  |             |
|---|-------------|
| <b>Competitive pricing</b><br>If any supplier quote for different price for different category of the same item,technical evaluation committee will consider the product costing which will meet our required specification.  | 50%         |
| <b>Technical Specifications &amp; Physical verification of the items - Quality</b><br><br>(Physical verification/Sample analysis (only those suppliers who qualify and meet all the requirements of tender)   | 20%         |
| <b>References</b> (Having previous/current experiences in handling similar items with other INGO/NGO, Corporate will get preference)<br>10 or more contracts – 15%<br>5-10 contracts – 10 %<br>< 5 Contracts – 5 %  | 10%         |
| <b>Delivery Lead time</b> (out of 20% of the score)<br>Minimum lead time offered by bidder for each option will receive the maximum score of 20%. The minimum lead time for each option is 7 days.<br>For 07 Days – 20%<br>For 8-14 Days – 10%<br>Between 15-20 Days - 5%<br>More than 20 Days – 1% | 20%         |
| <b>Total</b>  | <b>100%</b> |

## ➤ **Evaluation**

Items will be assessed in light of their consistency with required technical specifications.

## ➤ **Due diligence**

Physical verification: HI shall communicate with suppliers for which items are assessed as compliant with technical specification for physical verification (visit to supplier's warehouse, or requesting samples being sent to HI). On a case-by-case basis, for suppliers based abroad, HI may waive this requirement or arrange alternative verification to be discussed with supplier.

## **7. Cancellation of a call for tenders procedure**

In the event of the cancellation of a call for tenders procedure, supplier (s) shall be informed by Handicap International.

If the call for tenders procedure is cancelled before any of the external envelopes have been opened, the sealed envelopes shall be returned to supplier (s) unopened.

A cancellation may occur when:

1. The tendering procedure has been unsuccessful, i.e. Handicap International has received no valid or financially viable bids, or no bids at all;
2. The project's economic or technical parameters have been fundamentally modified;
3. Exceptional circumstances or force majeure makes the normal execution of the project impossible;
4. All technically compliant bids exceed the available budget;
5. Irregularities have occurred in the procedure, especially if these have prevented fair competition.

In no circumstances shall Handicap International be liable for damages of any kind (in particular damages for loss of profits) in the event of the cancellation of a call for tenders, even if Handicap International has been warned of the possibility of damages.

The publication of a purchase notice does not commit Handicap International to implementing the announced programme or project.

## **8. Awarding of contract**

The contract/PO shall be awarded to the bid offering the best quality/price/ delivery ratio according to the needs defined in the call for tenders.

Handicap International shall evaluate the bids in terms of total acquisition cost.

Handicap International shall give preference to bids from suppliers who commit to a fixed rate for the entire duration of the contract (equipment + labour).

By virtue of this document, Handicap International holds ownership of all bids received as part of this tender procedure. Consequently, bids shall not be returned to supplier (s).

Date:

Place:

Name:

Function:

Signature and company stamp preceded by the words "Read and approved":

## APPENDIXES

### 9. Appendix: A (Supplier Evaluation questionnaire)

| Question  | Answer |
|---|--------|
| 1. How many years have you working on this market?  |        |
| 2. Do you have any warehouse? If yes where it is located & what is the size of this?  |        |
| 3. How many employees do you have?  |        |
| 4. Is there any person with disability working in your organization?  |        |
| 5. Is there any professional technical specialist working in your organization? If yes what is his/her qualification & field of experience?                                   |        |
| 6. What is the controlling system are in place within your organization for antifraud & other legal issues?   |        |
| 7. Do you have internal /external auditing system in place? how frequently it works?  |        |
| 8. Do you have any insurance coverage for stocking at your warehouse or transporting materials to the buyer's warehouse? If yes what is the organization?                     |        |
| 9. Do you have own transport Facility to deliver the materials? If no, do you have any contract with any other party for transportation service for delivering the materials? |        |

|   |  |
|---|--|
| 10. If you are a manufacturer, where is your factory location?                                    |  |
| 11. If you are importer then from which country you import the materials?                         |  |
| 12. If you source item from locally then which are your vendors?                                  |  |
| 13. Do you have any quality management policy? If yes how it works?                               |  |
| 14. Do you have national/international quality certification? If yes how many products it covers? |  |

## Appendix: B (General purchasing conditions)

### **ARTICLE 1: GENERAL PROVISIONS**

The following general Terms and Conditions apply to all orders placed by HANDICAP INTERNATIONAL ("HI") with a supplier. The term "order" refers to any HI purchase order or contract.

Upon acceptance of the order, the supplier shall be entirely bound by the provisions of these Terms and Conditions which will prevail over any additional or differing terms in the supplier's terms of sale.

This Agreement may only be varied with the written consent of HI and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

### **ARTICLE 2: DELIVERY**

Except if otherwise specified in writing in the purchase order or contract, all orders will be delivered carriage and insurance paid (CIP), or in conformity with the Incoterms 2010 specified on the purchase order.

Goods will remain the sole responsibility of the supplier until the delivery note has been signed by HI or by the forwarding agent appointed by HI.

All orders will be delivered in full, unless HI has agreed to partial deliveries in writing.

All deliveries will be accompanied by a delivery note mentioning the purchase order reference or contract numbers, complete descriptions and quantities of goods delivered, and batch or serial numbers if applicable. HI reserves the right to request

additional documentation such as certificates of analysis and/or certificates of origin for goods delivered.

Should the point of delivery be different to the billing address, a copy of the delivery note and shipping documentation will be sent to the ordering entity at least 24 hours before expedition of the goods.

HI reserves the right to refuse any goods delivered in excess of quantities ordered. Excess quantities will be returned to the supplier at their own risk and cost.

### **ARTICLE 3: DELIVERY TIMES**

Delivery times and delivery dates appearing on the purchase order or contract are binding.

If contractual delivery times are not respected, HI may, in accordance with the law, apply late delivery penalties without prejudice to the cancellation clause. These penalties will amount to two percent (2 %) of the total amount of the undelivered goods, excluding taxes, per week of late delivery.

If goods have not been delivered within ten (10) calendar days after the contractual delivery date, HI reserves the right to cancel the order for undelivered goods without notice or payment to the supplier.

### **ARTICLE 4: COMPLIANCE**

A delivery will only be considered as compliant after verification and acceptance by HI. Non-compliant goods can be refused, without written prior agreement from the supplier, and returned by HI at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time HI will be responsible for costs incurred returning the goods.

HI may also demand that the goods be brought up to standard or replaced within fifteen (15) calendar days of receipt of a written request from HI, that the total price be refunded, or the cancellation of the order in its entirety.

All delivery prices include packaging charges. No deposit can be applied to packaging without prior written agreement from HI. If such an arrangement is agreed, details of the deposit will be clearly

### **ARTICLE 5: PACKAGING**

The supplier agrees to supply goods and services that comply with technical specifications defined by HI, official standards and, in all cases that comply with good professional practice in the sector in question.

Packaging must be compliant with the quality standards required by the nature of the goods, and their transport, storage and handling, in order that they are delivered in perfect condition.

### **ARTICLE 6: WARRANTY**

The supplier guarantees that goods will be delivered undamaged and free from defects, contamination or unreasonable wear, and that they will comply with their destined usage. Any replacement or repair of goods by the supplier will renew the guarantee for a further twelve (12) months beginning on the date of acceptance by HI of the replaced or repaired goods. The supplier guarantees that any replacement parts will be provided at short notice, and an after-sales service will be guaranteed for five (5) years from the initial delivery date.

### **ARTICLE 7: DANGEROUS OR PERISHABLE GOODS**

The supplier agrees to inform HI of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percent (80 %) of its total initial shelf life.

#### **ARTICLE 8: LIABILITY**

The supplier is entirely liable for the delivery of goods in compliance with the terms and conditions of the purchase order or contract, and with the laws, regulations, recommendations, standards and good professional practices applicable to the sector.

The supplier is solely liable for any damage caused by its staff or sub-contractors during the execution of the purchase order or contract.

The supplier agrees to hold a valid civil liability insurance policy for the entire duration of their contractual agreement with HI.

#### **ARTICLE 9: ORDER CANCELLATION**

Any order unfilled by the supplier or non-compliant with one or several of their contractual obligations may be lawfully cancelled by HI if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by HI by registered mail with acknowledgement receipt.

HI will notify the supplier in writing of the cancellation, which will take effect to the sole detriment of the supplier, and this notwithstanding all damages suffered or incurred by HI.

#### **ARTICLE 10: PRICE**

Unless stipulated otherwise by HI, the prices indicated on the purchase order are firm and not subject to change. They include all costs associated with the manufacture, packaging, loading, shipping and unloading of the goods. Prices for goods to be exported from the European Union to outside of the European Union do not include VAT.

#### **ARTICLE 11: INVOICING AND PAYMENT**

Two copies of all invoices will be issued and sent to the HI office that sent out the order within seven (7) calendar days of delivery. If several orders are contained in one delivery, a separate invoice will be issued for each order.

All invoices will feature the exact references of the delivery note and the order to which they correspond.

#### **ARTICLE 12: SOCIAL AND ENVIRONMENTAL RESPONSIBILITY**

HI reserves the right to denounce the order at any time, if the supplier is implied in acts of fraud, corruption, money laundering, or is implied in a criminal organization or quite other illegal activity or is in situation of conflict of interests or abuse of power towards the representatives of HI. HI also reserves the right to denounce the order at any time if the supplier does not respect the international laws in Human Rights or fundamental rights in labor law such as define by the International Labour Organization (ILO) ((INTERNATIONAL LABOR ORGANIZATION)), in particular concerning the non-child labor, the nondiscrimination in the employment(use), the labor-union freedom and the right(law) of organization, the respect for salaries minimum and the equality of payment, the not appeal for the hard labor and the respect for durations and for conditions of work and hygiene. HI also reserves the right to denounce the order at any time if the supplier participates whatever shape it is for the distribution of antipersonnel land mines and bombs with sub-ammunitions (production, business, financing, shareholding, transport, storage, etc.), in the business or in the arms dealing, (Arms category A and B - as defined in the French Law article n°2012-304

of the 6 of march 2012) or if he devotes to practices who would make him comparable to a "war profiteer" (use of the economic springs(competences) of a conflict, an abuse of dominant position bound to the existence of a conflict), or still if he has links with terrorist networks about or their nature (acts of violence committed to populations or civil installations committed by an organization). Finally, HI attempts to use techniques and processes of production respecting the fundamental rules of environmental protection (mainly towards the deforestation, towards the use of chemical agents getting the protection of the biodiversity) and expects from his suppliers and persons receiving benefits (providers) fora similar approach.

**ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

HI purchase orders and contracts are governed by Pakistan law.

## Appendix: C (Good commercial practices)

### *Preamble*

These Best Business Practices provide the basis of all working relations between HI and its suppliers.

They are general rules valid unless specific terms are mentioned in the agreement. In the event of contradictory terms between documents, the terms of the agreement or of the call for tenders file will take precedence over these Best Business Practices.

#### *I. Supply procedures principles*

HI has set up transparent procedures to attribute contracts, of which the key principles are:

- *Transparency* in the supply procedure
- *Proportionality* between procedures followed to attribute agreements and the value of contracts.
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to buy goods/services in the country
- Financial and economic capacity
- Technical expertise
- Professional capacity

Usual criteria to attribute a contract are:

- The principle of the lowest bid (the cheapest bid satisfying all the conditions required)
- Best value for money

#### *II. Misconduct, ineligibility and exclusion*

HI considers each case of misconduct below as a valid reason to exclude a bidder from a call for tender procedure and end all working relations and agreements with them:

- **Fraud:** defined as all intentional actions or omissions regarding:
  - The use or presentation of false, incorrect or incomplete declarations or documents, which would lead to fraudulent appropriation or reprehensible retention of HI's or institutional funding bodies' funds.
  - Concealment of information, having the same consequences.
  - Use of those funds for reasons other than those for which they had been originally attributed.
- **Active corruption:** promising or deliberately granting an advantage to any person so that they may act or refrain from acting according to their duty in such a way as to damage, or be capable of damaging the interests of HI or of institutional funding bodies.
- **Direct corruption:** offering HI employees money or gifts in kind to obtain additional contracts or to continue an agreement
- **Collusion:** agreement between two rival companies, which would have the probable effect of increasing prices, cutting production and



increasing profits of allied companies to a greater extent than their natural increase. An attitude of collusion is not automatically based on the existence of explicit agreements between companies. It may also be tacit.

- Coercive practices: damaging or threatening to damage, directly or indirectly, persons or their property in order to influence their involvement in a supply procedure or influence the performance of an agreement.
- Involvement in a criminal organisation or any other illegal activity established by judgement by the American Government, European Union, United Nations or any other HI funding body.
- Immoral human resources practices: use of child labour and non-compliance with fundamental social rights and work conditions of employees or subcontractors.

HI will exclude from the supply procedure any candidate or bidder in any of the following cases:

- Being in a situation of bankruptcy or liquidation, or in receivership, in an arrangement situation (with creditors), having suspended business, in proceedings relating to those subjects or in a similar situation resulting from a procedure resulting from national regulations or law.
  - Being sentenced for an offence within the framework of its professional activity by a court decision having the force of *res judicata*.
  - Having been found guilty of grave professional misconduct proven by any means
- 
- Not having satisfied obligations relating to the payment of social security contributions or tax in compliance with legal provisions, either in the country in which the business is established in HI's country of intervention or in the country in which the Agreement will be executed.
  - Having been found guilty of fraud, corruption, involvement in a criminal organisation or any other illegal activity that could damage the financial interests of communities.
  - Having been declared responsible for grave breach of contract due to non-compliance with contractual obligations in a previous procurement procedure.

HI will not attribute agreements to candidates or bidders who, in the course of the procedure will be:

- the subject of conflicting interests
- guilty of inaccurate declarations by providing information requested by HI to take part in the agreement procedure or by not providing such information.



### *III. Administrative and financial sanctions*

Should the supplier, candidate or bidder be involved in corruptive, fraudulent, collusive or coercive practices, HI would impose:

- Administrative sanctions: A candidate's misconduct will be notified to competent civil or commercial authorities as will be the immediate end of any professional relations with it;
- Financial sanctions: HI will request the refunding of expenses directly and indirectly related to the conduct of the new call for tenders or contract attribution procedure. If relevant, the bid guarantee or performance guarantee will be kept by HI.

### *IV. Information and Access for Funding Bodies*

HI will immediately inform institutional funding bodies and will provide them with relevant information should a supplier, candidate or bidder be involved in corruptive, fraudulent, collusive or coercive practices.

Furthermore, entrepreneurs accept to guarantee right of access to their financial and accounting documents so that HI's Institutional Funding Bodies may conduct verifications and audits.

### *V. Documents to be presented by the supplier*

Below are the minimum documents that any company or individual entrepreneur wishing to work with HI needs to produce:

- Supplier's / company representative's personal national identity paper
- Status and registration papers of the company
- Mission order or proxy authorising the representative to sign the Agreement
- Copy of tax registration

**NB:** Additional documents may be requested for a specific contract.

Furthermore, the Supplier must have minimum administrative equipment to be able to issue an Invoice, Delivery note and own an official stamp.

### *TO BE COMPLETED BY THE SUPPLIER*

I, the undersigned, **Name of owner**, representing certify having read and understood the rules hereto.

On behalf of the **company** for which I act, accept the terms of HI Best Business Practices and undertake to achieve the best performance should the contract be attributed to

I the undersigned, certify that **company name** has not been involve and will take all necessary steps not to be involved in or supply material support or any



other resource to individuals or entities that commit, attempt to commit, recommend, facilitate or participate in fraud, active or indirect corruption, collusion, coercive practices, involvement in criminal organisation or any other illegal activity or that do not respect Human Rights or basic social rights and minimum work conditions as defined by the International Labour Organisation (ILO), in particular regarding child labour, discrimination, freedom of association, respect of the minimum wage, slave labour issues and compliance with work conditions and hygiene.

Finally, I hereby certify that **company name** is not involved in any current legal action or court proceedings as plaintiff or defendant, in its own name or on behalf of any other entity, for actions relating to fraud, corruption or any illegal activity and has never been found guilty of such practices.

Name :

Position :

Date:

Signature & Stamp:



## Pakistan

|       |  |                       |               |
|-------|--|-----------------------|---------------|
| To:   |  | Date :                |               |
| From: |  | Purchase Dossier Ref: | PD-ISLA-00014 |
| For : |  |                       |               |

### Quotation request for

| Item description  | Quantity | Unit  | Remarks  |
|---|----------|-------|--|
| <p><b>Rice</b><br/>Good Quality<br/><b>Type:</b> Saila<br/>10 KG Pack<br/>Specs: Grain length: 7-8 mm<br/>Grain width: 2-3 mm<br/>Grain shape: Long and slender<br/>Grain color: White<br/>Aroma: Delicate<br/>Flavor: Mild<br/>Cooking time: 10-15 minutes</p> | 472      | Packs |  <p>This visual is just for reference purpose only.<br/>You may share the actual picture of the item<br/>with your bids</p>  |
| <p><b>Packing Bag</b><br/>Capacity : 50 kg<br/>Material : cotton/Parachute<br/>With handle : 1<br/>Logo/Text : with HI logo<br/>for food packages</p>   | 472      | Bags  |  <p>This visual is just for reference purpose only.<br/>You may share the actual picture of the item<br/>with your bids</p> |
| <p><b>Black Tea</b><br/>Good Quality<br/>1 KG Pack<br/>Plastic Packing</p>  | 472      | Packs |   |



|   |     |       |   |
|---|-----|-------|---|
| <p style="text-align: center;"><b>Sugar</b></p> <p>Type : white sugar ; Form: Big Granuels 0.3 to 0.55 mm<br/>Quantity: 5kg Pack; Packaging : Plastic bag</p> <p>Color: White or light brown<br/>Taste: Sweet<br/>Moisture content: 0.05% to 0.10%<br/>Ash content: 0.05% to 0.10%<br/>Sucrose content: 99.5% to 99.8%<br/>Melting point: 186°C<br/>Solubility: 100% in water<br/>Density: 1.54 g/cm<sup>3</sup><br/>Particle size: 0.5 to 1.0 mm</p>                 | 472 | Packs |    |
| <p style="text-align: center;"><b>Pulses - Lobia/Red beans;</b></p> <p>Packaging : plastic -<br/>Packing: 3kg<br/>(Lobia/Red beans)"Tajaki") or Equivalent Good Quality</p>   | 472 | Packs |   |
| <p style="text-align: center;"><b>Pulses;</b></p> <p>Split Chickpe Lentils/Dall Chana<br/>Packing: 3kg packet<br/>Good Quality</p>  | 472 | Packs |  |
| <p style="text-align: center;"><b>Wheat</b></p> <p>Packaging : Plastic Bag of 20kg<br/>Good Quality</p> <p>Moisture content: Atta must have a moisture content of no more than 12%.<br/>Ash content: Atta must have an ash content of no more than 1%.<br/>Protein content: Atta must have a protein content of at least 10%.<br/>Fiber content: Atta must have a fiber content of at least 2%.<br/>Fat content: Atta must have a fat content of no more than 1%.</p> | 472 | Packs |  |



|   |     |       |   |
|---|-----|-------|---|
| <p style="text-align: center;"><b>GHEE</b></p> <p>Packaging : Cotton (1 KG packs/Pouches x 5= 5kg) Good Quality</p> <p>Ghee Vegetable/Banaspati Moisture content: Dalda must have a moisture content of no more than 0.2%. Free fatty acid content: Dalda must have a free fatty acid content of no more than 0.3%. Iodine value: Dalda must have an iodine value of at least 40. Saponification value: Dalda must have a saponification value of at least 190. Refractive index: Dalda must have a refractive index of at least 1.452.</p> | 472 | Packs |  |
|---|-----|-------|---|

**Delivery conditions**

- Delivery address and date:
- Risks and insurance related to the transportation of the items to the above mentioned address will be the responsibility of the supplier

**Payment conditions :**

- Payment after delivery inspection and written acceptation
- Payment by bank transfer or cheque

**General conditions:**

- If the supplier does not attach his Sales Terms and Conditions of Sell with its quotation , HI Terms and Conditions will apply by default (available upon request to HI)

**Additional specifications:**

- 
- 

| Minimum information to provide on the quotation |  |
|---|--|
| 1-  | <b>Name, address, phone and contact person</b>                             |
| 2-  | Characteristics of the items offered (to attach documentation if relevant) |
| 3-  | Quantity available   |
| 4-  | Delivery time or Ex stock + location                                       |
| 5-  | Unit price   |
| 6-  | Total price  |
| 7-  | Currency of the offer  |
| 8-  | Validity of the quotation  |
| 9-  | <b>Date, stamp and signature.</b>  |



Unless otherwise specified on the quotation form, conditions below prevail:  
 - All packing, loading, unloading and transport costs will be the responsibility of the supplier, and are included in the price.

To submit an offer

Response required before : 7<sup>th</sup> June 2023

Offer(s) to be sent under envelop to: Procurement Department, Federation Handicap International, Street No. 26, Plot No.2H, G-9/1, Islamabad

Note: This quotation request is not an order and does not commit HI on any obligation.

QUOTATION FORM

Date : ..... / ..... / .....  
 Validity :

|                             |               |
|-----------------------------|---------------|
| Category:                   |               |
| Purchase Dossier Reference: | PD-ISLA-00014 |

| N° | Description | Quantity | Unit | Unit Price | Tax | Total Price with GST | Currency |
|----|-------------|----------|------|------------|-----|----------------------|----------|
| 1  |             |          |      |            |     |                      |          |
| 2  |             |          |      |            |     |                      |          |
| 3  |             |          |      |            |     |                      |          |
| 4  |             |          |      |            |     |                      |          |
| 5  |             |          |      |            |     |                      |          |
| 6  |             |          |      |            |     |                      |          |
| 7  |             |          |      |            |     |                      |          |



|       |  |  |  |  |  |  |  |
|-------|--|--|--|--|--|--|--|
| 8     |  |  |  |  |  |  |  |
| 9     |  |  |  |  |  |  |  |
| 10    |  |  |  |  |  |  |  |
| 11    |  |  |  |  |  |  |  |
| 12    |  |  |  |  |  |  |  |
| 13    |  |  |  |  |  |  |  |
| 14    |  |  |  |  |  |  |  |
| 15    |  |  |  |  |  |  |  |
| TOTAL |  |  |  |  |  |  |  |
| =     |  |  |  |  |  |  |  |

|                                |  |
|--------------------------------|--|
| <b>SPECIFIC INFORMATION</b>    |  |
| 1. Offer / Quotation Validity: | <input type="checkbox"/> 6 months <input type="checkbox"/> 12 Months<br><input type="checkbox"/> If not, please specify: |
| 2. Delivery Cost :             | <input type="checkbox"/> Included <input type="checkbox"/> If not, please specify:                                       |
| 3. Delivery Lead Time :        | <input type="checkbox"/> Specify:  |
| 4. Terms of payment:           | <input type="checkbox"/> Cheque <input type="checkbox"/> Bank transfer <input type="checkbox"/> If not, please specify:  |

|                                |                              |
|--------------------------------|------------------------------|
| <b>SUPPLIER INFORMATION</b>    |                              |
| Company name (without acronym) | E-mail:                      |
| Contact person:                | Company registration number: |



Phone:  
Address:

Or supplier ID  
number:  
Stamp:  
Signature:  
Date: