



Handicap International- Humanity &
Inclusion Bangladesh Programme

International Call for Tender

To Establish Framework
Agreement for Procurement of
Assistive Device

Tender Reference: ICFT/COXB/2025-01

FD Reference: FD-COXB-00240





Purchaser identification

Name: Humanity & Inclusion (legal name : Handicap International Federation)

Address:

Country Office: House-3/A, Road-36 Gulshan, Dhaka-1212, Bangladesh

Tel.: +88 +88 02222284794; +88 02222292188; +88 02222298209

Contact details: etender@bangladesh.hi.org

Person in charge of the contract:

**Logistics Department,
Bangladesh Country Office**

Website: www.hi.org

Humanity & Inclusion (HI - registered as the Federation Handicap International) is an independent and impartial aid organization working in situations of poverty and exclusion, conflict and disaster.

HI works alongside persons with disabilities and people in need of support, taking action and bearing witness in order to respond to their essential needs, improve their living conditions and promote respect for their dignity and fundamental rights. In emergency, HI's mandate widens to target the groups most in need within any population taking gender inequities into account – from isolated rural communities, to persons with disabilities, to excluded minority groups – to ensure their equal access to appropriate relief aid.

HI is present in Bangladesh since 1997 & now it has operation in Cox'sBazar (for Rohingya & Host community)
& Kurigram (Host Community)

HI's programme strategy is built around 3 pillars:

1. Armed Violence Reduction (AVR) including Victim Assistance and community-based Risk Education;
2. Inclusion with projects covering: support to Disabled People Organizations and promotion of Rights; inclusive Disaster Risk Reduction, Growing Together; Disaster Safe Hospital Initiative; inclusive livelihood;



3. Health and Rehabilitation with project covering psychosocial and physical rehabilitation.



1. Contract description

HI is seeking to contract **Framework Agreements** with suppliers. When HI would need items, it would issue a Purchase Order to the suppliers contracted through Framework Agreement. The price and conditions of purchase applicable to the Purchase Orders will be the ones that will be set in the Framework Agreements

HI shall sign non-exclusive Framework Agreements with one or multiple suppliers. The Framework Agreement will have a term of 2 year, extendable to 1 year upon written agreement between the parties. The suppliers undertake to maintain prices for the entire term of the Framework Agreement. HI does not commit to the purchase of any minimum order. Please see important information on price in section 6.

This will allow HI to fasten contracting for the items when the projects and/or need arise, without need for competitive bidding once the Framework Agreements are signed.

The full service shall be operational by **mid of June 2025**

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

Total amount estimated to be contracted through Purchase Orders to be issued through the Framework Agreements resulting from this tender over 24-month period.

2. General conditions

By submitting a bid, tenderers 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.

Tenderers 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 table below 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 ICFT | 31st Mar 2025 |
| Deadline for Bid Submission | Within 11.59 PM (BGD Time) 16 th April 2025 |
| Bid Clarifications | April 17 -April 22 |
| Physical Verification | April 27-April 30 |
| Award Contact | 15 th June 2025 |
| Go Live | 15 th June 2025 |

Please note that the above timings / dates are being shared for indicative purposes only and are subject to change. However, HI commits to ensure Bidders are treated fairly, equally and have sufficient time made available to participate in this tender process.

CLOSING DATE FOR BID SUBMISSION

Your bid must be received, either at the specific address or email address, no later than **11.59 PM (BGD Time) 16th April 2025 (All the date & times are in Bangladesh 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 24 Months 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 tenderers 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.

In addition, contracts shall not be awarded to applicants or tenderers 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 initialed and signed, the tenderers confirm that they are not in one or more of the situations described above and undertake to send



to Humanity & Inclusion within seven (7) calendar days following receipt of a request from Humanity & Inclusion any additional documents that Humanity & Inclusion considers necessary to perform its checks.

➤ **Sub-contracting**

If applicants or tenderers 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 subcontractors
- Send Handicap International its contracts with subcontractors upon request



5. Participation procedure

Tender Documents are attached to this file with the appendixes mentioned below:

1. Appendix A- Item description with specification, delivery lead time, origin of product, unit
2. Appendix B – Supplier Evaluation Questionnaire
3. Appendix C- General Purchasing Conditions
4. Appendix D - HI Good Commercial practices

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

For Administrative Compliance: -

- This participation file signed on all pages including the appendix attached to this file
- Supplier must have to mention the origin of the product on the appendix A (like manufactured by own organization /will be imported / will be sourced from local market)
- Delivery lead item should be mentioned for each item beside the column of each item

Documents need to be attached to Tender File

- € Copy of valid business registration / Trade License
- € A duly completed, dated, stamped and signed Tenderer's identification form.
- € 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
- € Copy of valid VAT and TIN Registration Certificate
- € A copy of tax certificate/documentation that tax return was submitted / paid
- € Client's list
- € Customer references (with copy of certificates)
- € Quality management policy (in case of product/goods/materials)
- € Work experiences certificates from International Organizations



€ International control and monitoring systems information

€ Audited financial statement for last three years

€ Company banking details and Bank Solvency Certificates

€ 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)

For technical and financial evaluation:

- Technical proposal (including photos of actual items samples), signed
- Financial bid (prices inclusive of all applicable VAT and Tax as per Govt Rules) and DDP (for international suppliers) signed

For Due Diligence:

- **Bank statement balance for the past 6 months at least** including all the head office bank accounts (if bank accounts in several banks) **signed**
 - individual transactions on the bank statement are not required to be shown

Responses will only be accepted in the requested format. **Any incomplete responses or responses not in the format of the provide templates may be treated as void.**

➤ **Submission of applications**

Companies interested in applying shall submit their tender documents in a sealed envelope mentioning on the envelope: the tender number and the Supplier Name.

Physical Bid Submission addresses:

- o Bids to be submitted to Handicap International Country Office House-3/A, Road-36, Gulshan, Dhaka-1212, Bangladesh. Bids should be submitted in a single sealed envelope.
- o The envelope should clearly indicate the Invitation to tender reference as per below:

“Framework Agreement for Procurement of

Assistive Device ICFT Ref: ICFT/COXB/2025-01

- o 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.



Online Bid Submission addresses:

Send a digital file in the form of an email* sent to the dedicated email address etender@bangladesh.hi.org ; with the tender reference number ("**Framework Agreement for Procurement of Assistive Device ICFT Ref: "ICFT/COXB/2025-01"**") in the subject.

*If the file is too big to fit into 1 email (limit 15MB per email), the bidder should split the submission into multiple emails. Please include numbering also in the subject.

Disclaimer: Supplier/Vendor have to declare conflict of interest if any one/more of the member involved with this procurement have personal or business relation them.

The envelope and email shall include all document listed in the call for tender document.

- Applicants selected after evaluation of administrative compliance, specifications compliance and based on selection criteria shall then receive a written invitation from Handicap International for physical verification.
- **Amendment or withdrawal of bids:** Tenderers 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 tenderers in preparing and submitting their bids shall be reimbursable. All these costs shall be borne solely by the tenderers.
- 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 tenderers, 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 tenderers 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 Tender Notice, this information shall be sent in writing and shared with all other applicants

at the same time.



6. Bid selection criteria

Bids shall be selected based on the information contained in the submitted documents form and attached documents. Tenderers may include any additional documents they deem relevant. HI may select multiple vendors for the mentioned AD items.

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

- Bid validity period is 24 months or more
- Prices are in BDT or other currencies for the international bidder & during the evaluation it will converted to BDT . submitted are all inclusive of VAT and Tax (As per Govt Rules)
- Language of the bids is English
- All required documents are provided (**documents listed in the Supplier Bid Form**)
- Sufficient capacity to manage HI services (evaluated by HI given financial viability evaluation, level of experience, level of expertise)

Bids that are not administratively compliant may not evaluated further

Bid Selection Criteria both for LOT-1 Ready Made Items) & LOT-2 (Customized Items)

Following the criteria stated above individual analysis will be done for 2 different LOT

| Bid Selection Criteria | |
|---|-----|
| Competitive pricing 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. | 35% |
| Technical Specifications & Physical verification of the items (Physical verification may be conducted only those suppliers which maximum specification meet our technical requirement) | 30% |
| Customer Reference (Having experience with International Agency/UN/Diplomatic Mission/Other INGO/NGO, Corporate will get preference) | 10% |
| Eco Friendly initiative | 5% |
| Delivery Lead time (out of 20% of the score) For 1 Month – 20% For 2 Months – 10% More than 2 Months -5% If supplier mentioned different delivery time for different items, | 20% |



| | |
|---|------|
| then average lead time will be considered for marking | |
| Total | 100% |

- The supplier can be rewarded for all the items considering the overall lowest price if matched the HI requirements or a partial number of items based on the lowest price and HI requirements.
- Supplier may be asked for sample checking of all the listed materials or the part number of items from this list. The supplier will have to provide the sample to HI within 3 working days if HI ask & if any item cannot be sent physically, Picture, video clips, or Link with the necessary specification need to be shared with HI. If the supplier can't provide samples within the given time frame without proper or justifiable reason they will not be considered for further analysis.
- After being selected, if any item remains not available in the market, the supplier will ensure similar type/category/weighted items within the same price agreed upon during the finalization of the agreement.

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, to 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, tenderers 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 tenderers unopened.

A cancellation may occur when:

1. The tendering procedure has been unsuccessful, i.e. Humanity & Inclusion 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 Humanity & Inclusion 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 Humanity & Inclusion has been warned of the possibility of da



8. Awarding of contract

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 tenderers.

By Signing and returning this Participation File, the bidding company agrees with all the appendixes attached to this file

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

Company Name:

Name & Designation of the declared person:

Signature & Stamp

Date:

8. Eco- Friendly Commitments

HI acknowledges the environmental impact of its operations and interventions. HI is committed to minimizing its environmental footprint and adheres to the principle of "do no harm." Accordingly, HI strives to limit the negative environmental impact of its activities to the greatest extent possible. In line with this commitment, HI expects the supplier to adopt similar measures to minimize their own environmental footprint. The supplier shall adhere to the following key areas to align with HI's sustainability objectives and environmental standards:

Energy:

- Reduce overall energy consumption across all operations.
- Improve energy efficiency by progressively replacing old appliances with energy-efficient models.
- Install renewable energy systems, such as solar panels, or adopt other sustainable energy sources.

Waste Management:

- Eliminate the use of certain plastic products that can be easily substituted with more sustainable alternatives.



- Provide training to staff on waste sorting and proper waste management practices.
- Minimize plastic consumption and encourage the use of recyclable or biodegradable materials.
- Reduce paper usage and implement recycling programs for paper waste.

Transportation:

- Promote the use of low-emission transportation methods among employees and stakeholders.
-
- **Projected Delivery Place:** Projected delivery place Cox's Bazar (Including Ukhiya & Teknaf, Kurigram & any others places in Bangladesh)
- **Transportation Cost:** Item price are expected inclusive of all cost including transportation, loading/unloading and any other related cost.
- **Price Breakdown:** Respective bidder has to share the breakdown of their quoted price. **e.g.- Product piece + Other related cost** (Transportation, Loading-unloading...)
- **Terms of Payment:** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payments shall be made within 45 (forty five) working days through electronic Bank Transfer/ Account-Payee Cheque after submission of an invoice along with necessary documents or request for payment by the Supplier, and after the Purchaser has accepted it upon satisfactorily goods received.

Appendix: A

Items List with 2 different LOT included to this tender kit separately



Appendix: B (Supplier Evaluation questionnaire)

| | |
|---|--|
| Company Name: | |
| Type of company (public company, LLC, association, etc.) | |
| Year and place of creation | |
| Registration number | |
| VAT registration number | |
| Address: | |
| Administrative address (if different) | |
| Proprietor/ Managing Director Name | |
| Phone number: | |
| Email: | |
| Sales/contact person-1 Name and position | |
| Contact mobile number | |
| Email: | |
| Sales/contact person-2 Name and position | |
| Contact mobile number | |
| Email: | |
| Date of submission: | |

1. How many years are 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 in place within your organization for antifraud & other legal issues?
7. Do you have an 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?

Supplier Registration Name: _____

Represented by: _____

Place: _____

Date: _____

Signature: _____





Appendix: C (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 delivery duty pay (DDP), 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 percents (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 percents (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) for a similar approach.

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

HI purchase orders and contracts are governed by Bangladesh law.

Appendix: D (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:
 - o 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.
 - o Concealment of information, having the same consequences.
 - o 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 organization 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 Labor Organization (ILO), in particular regarding child labor, discrimination, freedom of association, respect of the minimum wage, slave labor 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: