



Action Against Hunger Mission Sudan

Khartoum, November 25th, 2021

Our reference: PD-SD-KH-00112

SUBJECT: INVITATION TO TENDER FOR DIGNITY KITS

Dear Mr/Ms Bidder,

Following your enquiry regarding the publication of the above-mentioned invitation to tender, please find enclosed the following documents, which constitute the tender dossier.

Any request for clarification must be received by Action Against Hunger in writing at least 2 days before the deadline for submission of tenders. Action Against Hunger will reply to bidders' questions at least 1 day before the deadline for submission of tenders.

Costs incurred by the bidder in preparing and submitting the tender proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before **December 19th, 2021 14:00 pm**, as stated in the procurement notice.

If you decide not to submit a tender, we would be grateful if you could inform us in writing, stating the reasons for your decision.

Yours sincerely,

Muhammed Usman
Procurement Officer AAH Sudan



Call for Tender for Dignity Kits

Publication reference:
SD-KH-00112

November 25th, 2021

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A - INSTRUCTIONS TO BIDDERS

In submitting a tender, the bidder accepts in full and without restriction the special and general conditions governing this tender as the sole basis of this tendering procedure.

The bidder accepts Action Against Hunger General Terms and Conditions of Purchase by default or will include its own Sales conditions in its offer.

If the bidder wishes to point out restrictions to Action Against Hunger Purchase Terms and Conditions, such reservations should be clearly explained in a letter included in the offer.

Failure to submit a tender containing all the required information and documentation within the deadline specified may lead to the rejection of the tender.

1. Preamble

Action Against Hunger tackles the causes and effects of hunger and diseases that threaten the lives of vulnerable children, women, and men.

Established in France in 1979, Action Against Hunger are a nongovernmental, non-political, non-religious, non-profit organisation.

Action Against Hunger is present in Sudan since 2018, with operational bases in Khartoum, White Nile, South Kordofan, Central Darfur states. AAH specializes in emergency interventions and implementing nutrition centric and sensitive interventions incorporated with activities for WASH, FSL, Mental Health Care Practices (when feasible) and all activities are mainstreamed with Gender and Protection.

2. Purpose of the Call for Tenders

The Purpose of this Call for Tender is to sign a contract for the supply of Dignity Kit Items and their possible delivery to the following locations specified by Action Against Hunger:

- AAH Warehouse in Kadugli (South Kordofan)
- AAH Warehouse in Zalingei (Central Darfur)

The Call for tenders aims at selecting reliable supplier(s).

Total quantities mentioned in this Call for Tenders are estimates of Action Against Hunger's immediate needs and may vary by twenty percent (20%): this estimation can in no case be considered as a firm order from Action Against Hunger. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured. If not the same, bidder is requested to state what would be the difference.

A detailed description of the goods and services required by Action Against Hunger is contained in the technical specifications (see APPENDIX A – Technical specifications). Bidders can submit their offers for one or several lots, to one or several locations.

Lot #	Product	Unit of Measure	Total Required Quantities	QTYs in Kadugli	QTYs in Zalingei
1	Reusable Sanitary Pads	Set	26000	9100	16900
2	Under wear(Free size)	Pieces	26000	9100	16900
3	Solar Torch	Pieces	4000	1400	2600
4	Bag to contain all items with AAH and SIDA logo	Pieces	4000	1400	2600

Call for Tenders Schedule:

	DATE	TIME*
Tender dossier will be available to be collected from	Thursday November 25 th 2021	9am
Deadline for request for any clarifications from Action Against Hunger	Wednesday December 1 st 2021	15pm
Last date on which clarifications are issued by Action Against Hunger	Thursday December 2 nd 2021	12pm
Deadline for submission of tenders (receiving date, not sending date)	Sunday December 19 th 2021	14pm
Tender opening session by Action Against Hunger	Wednesday December 20 th 2021	10am
Notification of award to the successful tenderer	Wednesday December 27 th 2021	2pm
Signature of the contract	Thursday December 30 th 2021	12-2pm

* All times are in the local time of Sudan.

Please note all dates are provisional dates and Action Against Hunger reserves the right to modify this schedule.

Please note Action Against Hunger reserves the right to pre-select some of the received offers, based upon the criteria listed in article 14 of the present document, to enter a competitive dialogue with the shortlisted companies.

3. Questions and Clarifications

If Action Against Hunger, either on its own initiative or in response to a request from a prospective bidder, provides additional information on the tender dossier, such information will be communicated simultaneously in writing to all the bidders.

Bidders may submit questions to the following address, ideally by email (phone call will be also accepted), up to two (2) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title:

Contact name: Muhammed Usman

E-mail: mumuhammed@sd.acfspain.org

Phone +249 (0) 91 726 6966

Any prospective tenderer seeking to arrange individual meetings with Action Against Hunger during the tender period may be excluded from the tender procedure.

4. Clarification meeting

Due to pandemic situation, there is no clarification meeting planned, all clarifications will be solved by mail or phone as stated in the above paragraph. All the answers to relevant question will be shared with all participants to keep full transparency during the process.

5. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company. However, to comply with some of Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and origin of the proposed goods.

6. Instructions to submit an Offer.

7.1 – Response Format

All the offers will be received both via e-mail and hard copy application dropped at our office at this address: **Plot 47, Block 3K West Al Dum – Khartoum, Sudan**

The offer shall consist of a single e-mail, titled **“PD-SD-KH-00112– Dignity Kit”**, containing in attachments **2 separate documents** (pdf or zip files) with the contents stated in the next Article “7.2 – Content of Tenders” (tender dossier and technical offer).

Offers shall be sent to the following email addresses:

To: mumuhammed@sd.acfspain.org

CC: procurement-sd@sd.acfspain.org

So that it is received no later than **Tuesday December 19th 2021 14:00 pm**.

Offers must be received by Action Against Hunger no later than the deadline of submission.

NB: Late proposals will not be accepted and will be returned to the Proponent or discarded.

Also, all proposals will be irrevocable after the Call for Tenders closing date.

7.2 – Content of Tenders

The Tenderer must provide sufficient information in the proposal to demonstrate compliance with the requirements set out in each section of this request for proposal. The proposal shall include, as a minimum:

- 1) **Tender dossier**, with all pages signed and stamped, and all annexes filled out, as follows:
 - a) “Supplier Questionnaire” (Annex B) duly completed.
 - b) “Detailed pricing matrix” (Annex C), including packaging and payment conditions, and any other necessary comments. Prices can be given to only one or several delivery options. Note that prices must be quoted in SDG.
 - c) “The Declaration of compliance and commitment to respect Action Against Hunger Good Business Regulations” (Annex D) filled and signed by the duly authorised person.
 - d) Action Against Hunger Terms and Conditions of Purchase (Annex E), signed and approved by supplier. If applicable, a letter specifying differences between the Supplier Sales conditions and Action Against Hunger General Purchase Conditions.
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- 2) **Technical and administrative offer**, including all the necessary documents to prove the company's technical compliance according to AAH technical specifications (Annex A), and its administrative and economical solvency. The technical offer should contain, and not be restricted to, the following documents:
- a) Valid copy of registration certificate from Sudan Trade Register,
 - b) Copy of the ID of all company owners,
 - c) Relevant certificates of origin of the products, composition, or expiry date, if any,
 - d) Bank certificate of solvency issued by your Bank on the bank Letterhead,
 - e) Any other relevant information considered by the bidder,

As stated in the article 7.1, the format for presenting the offers will consist of 2 files (pdf containing all pages, or zip containing several files), as follows:

- File 1 – Tender dossier
- File 2 – Technical and administrative offer

Including each of them, as minimum, the contents defined above.

A sample of the product(s) can be requested to preselected bidders after the assessment of the offers received.

Failure to provide all the above and in the formats stipulated can result in disqualification of the Tenderer's proposal.

7. Call for Tender Process.

Action Against Hunger reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous. Action Against Hunger does not bind itself to accept the lowest prices or any proposal. All proposals will be irrevocable after the Call for Tenders closing date.

Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced in paragraph 14 of the present document. Further discussions and competitive dialogue may then be conducted with the pre-selected suppliers.

8. Period of validity

Suppliers shall be bound by their tenders for a desired period of **sixty (60) days** from the deadline for submission of tenders.

Prices and conditions defined in the contract signed with the selected supplier will be valid for a minimum of two months after contract signature.

9. Currency of tenders

Tenders should be presented in SDG, with **VAT and Transportation to the delivery location included in the price.**

Any offer submitted without VAT and Transportation to the delivery location included will not be considered.

10. Language of offers and procedure.

The offers, all correspondence and documents related to the tender exchanged by the bidder and Action Against Hunger must be written in English / Arabic.

For the purposes of interpretation of the tender, the English version will prevail.

11. Alteration or withdrawal of tenders

Bidders may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders referred to in Article 3. No tender may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.

12. Costs of preparing tenders

All costs incurred by the bidder in preparing and submitting the tender are not reimbursable. All such costs will be borne by the bidder.

13. Opening, evaluation of tenders and selection criteria

The opening and examination of tenders is for the purpose of checking whether the tenders are complete and whether the tenders are generally in order.

The subsequent evaluation of the tenders shall be carried out in Khartoum by an Evaluation Committee made up of representatives of Action Against Hunger, according to the following criteria:

- **10% Administrative criteria**
- **50% Financial criteria**
- **40% Technical criteria**

In the interests of transparency and equal treatment and without being able to modify their tenders, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Any such request for clarification must not seek the correction of formal errors or of major restrictions affecting performance of the contract or distorting competition.

Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation, and comparison of tenders, to obtain information on how the procedure is progressing or to influence Action Against Hunger in its decision concerning the award of the contract will result in the immediate rejection of his tender. No liability can be accepted for late delivery of tenders. Late tenders will be rejected and will not be evaluated.

14. Notification award and contract signature

The successful bidder will be informed in writing that its tender has been accepted (notification of award), contract will be issued, and the successful tenderer(s) will sign, date and send back the contract(s).

If the successful tenderer fails to sign and send back the contract within three (3) working days, Action Against Hunger can consider after notification the award as null and void.

After selection, and before signature of the contract, Action Against Hunger will inspect the items of the selected tenderer that will be purchased for distribution. Action Against Hunger reserves the right to de-select the tenderer if the capacity is deemed not to be adequate or compatible with that stated in the tender dossier.

The unsuccessful tenderer will be informed in written / email / phone call shortly after the award.

15. Ownership of tenders

Action Against Hunger retains ownership of all tenders received under this tender procedure. Consequently, bidders have no right to have their tenders returned to them.

16. Contract

The contract that will be concluded between the successful tenderer(s) and Action Against Hunger is done according to Action Against Hunger standard contract.

The contract will be based by order of preference on the following elements:

- Terms and requirements as defined in the present Tender dossier.
- Action Against Hunger Terms and Conditions attached in Appendix E for additional elements not covered in the Tender Dossier.
- The selected supplier's offer.
- Specific conditions that differ from the above, offered by the supplier and explicitly accepted by Action Against Hunger.

17. Cancellation of the tender procedure

In the event of a tender procedure's cancellation, bidders will be notified by Action Against Hunger. If the tender procedure is cancelled before the outer envelope of any tender has been opened, the sealed envelopes will be returned, unopened, to the tenderers.

Cancellation may occur where:

1. The tender procedure has been unsuccessful, namely where not qualitatively or financially worthwhile tender has been received or there has been no response at all.
2. The economic or technical parameters of the project have been fundamentally altered.
3. Exceptional circumstances or *force majeure* render normal performance of the project impossible.
4. All technically compliant tenders exceed the financial resources available.
5. There have been irregularities in the procedure, where these have prevented fair competition.

Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (damages for loss of profits) or relation with the cancellation of a tender, even if Action Against Hunger has been warned of the possibility of damages.

The publication of a procurement notice does not commit Action Against Hunger to implement the announced programme or project.

18. Ethics

Action Against Hunger pays very careful attention to working with companies that commit to respect basic Ethics Rules.

The tenderers must read and understand the Good Business Regulations as defined by Action Against Hunger and introduced in the Appendix D of this tender dossier. The tenderers will have to fill and sign the Appendix D: *Declaration of compliance & commitment to respect Action Against Hunger Good Business Regulations.*

B – TECHNICAL and COMMERCIAL SPECIFICATIONS

19. Technical description of the Goods / Services

The subject of the call for tender is the supply and if possible, delivery by the supplier of the following products to Action Against Hunger: Construction Materials.

20.1 Variation in quantity

Action Against Hunger reserves the right to vary the quantities stipulated at the time of ordering within a range of twenty percent (20%) of the contract price. Under this variation, the unit prices used in the tender shall be applicable to the quantities procured. If not the same, bidder is requested to state what would be the difference.

20.2 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the shipping method, while being conform to the state of the art. The packaging should protect the purchased items from any damage during the shipment, the handling and storage at the destination.

The supplier must specify the packing unit of each product offered, as well as all the details (such as materials, dimensions, etc.) of the packaging proposed to AAH in their offer, in the Annex C, pricing matrix. The preferred packing units are as shown in the above table (article 20.1) and in the technical specifications, but other options can be considered by AAH if suitable as per its distribution plan.

Each parcel should be duly labelled according to applicable laws and specific requirements included in the Contract.

20.3 Marking

Parcels must be duly labelled, and numbered, in conformity with the delivery bill. Specific requirements will be included in the Contract.

20. Delivery conditions

21.2 Disposal / Delivery date

The total quantity of the product must be delivered or ready for inspection before the agreed date in the contract(s).

Action Against Hunger shall bear no responsibility over losses or damages of the procured products incurred during the performance period and before acceptance of said products. It is therefore up to the supplier to insure the products if necessary.

21.3 Documentation

For every consignment, the supplier shall always send a delivery note. Delivery slips shall necessarily bear the Contract Reference and / or Purchase order number, batch numbers, serial numbers if any, the full designation, and quantities of the delivery.

Added to the delivery note, the selected supplier will also have to provide Action Against Hunger with the agreed documentation specified in the Contract.

The Supplier commits to inform Action Against Hunger of any constraint or specific regulation linked to the goods or service supply or to the country of importation.

21. Quality of the product

22.1 Quality Guarantee

The supplier bears the responsibility to verify and certify that the goods they supply are in keeping with the conditions applicable to them.

The supplier commits to provide Action Against Hunger with goods that will not be subject to manufacturing defect, that have not been exposed to contamination or to anything causing premature wear.

Action Against Hunger reserves the right to verify or use the services of a third party of its choice to verify the implementation by the supplier of the quality control procedures laid down in the supplier's quality control system.

22.2 Delivery inspection and acceptance of the delivery

Action Against Hunger representative or an independent or reliable inspection company will carry out the delivery inspection of the product.

The objective of the delivery inspection will be to assess the compliance with the terms of contract of:

- The documentation provided by the supplier.
- The quantity delivered.
- The quality of the product delivered.

Action Against Hunger representative will indicate any remarks or non-conformity of the products on the delivery note provided by the supplier. These remarks will be the ground for possible payment deductions.

If the delivery inspection concludes that the delivery complies with the requirements of the contract, Action Against Hunger will accept the products.

22. Nonconformity of delivery

23.1 Quality and condition

Should the quality or the condition of the products not satisfy Action Against Hunger requirements at the moment of the preliminary inspection or delivery inspection, Action Against Hunger reserves the right to demand:

- The delivery of products which conforms to the order. They will need to be replaced by the supplier at his/her own expenses. The replacement will be executed as soon as possible, at latest within seven (7) calendar days from the notification of non-
-

conformity. The replaced products will again be subject to the rules laid down in this contract.

- or the immediate reimbursement of the payment.
- or the cancellation of the order and of the corresponding price.

If the supplier is not able to replace the defective goods within the agreed timeframe, Action Against Hunger reserves the right to ask for the immediate reimbursement of the payment or down payments if any, and to simply cancel the order, totally or partially if the defective goods were a partial delivery agreed upon by the parties.

The supplier will have to remove specific markings of the non-accepted products when mentioning Action Against Hunger or the institutional donor name.

23.2 Quantity

Action Against Hunger reserves the right to refuse any delivery more than the current contract and to ship it back at the supplier's expense.

In case Action Against Hunger decides to accept the over-quantity, an acceptance comment will be clearly added on the delivery note, at the time of delivery.

On the other hand, should products be missing at delivery, the missing quantity will be delivered as soon as possible, at latest seven (7) days after its discovery, at the expenses of the supplier. The then delivered products will be subject to the rules laid down in this contract.

23.3 Late Delivery

Due to the emergency and constraint triggered off by Action Against Hunger specific humanitarian activities, the disposal or delivery dates defined in the signed contract are fixed and mandatory.

The supplier must notice Action Against Hunger about any potential delay, as soon as he is aware of it, to anticipate and minimise the consequences.

If no agreement can be found, and even if the supplier has informed Action Against Hunger upfront, if the delay is solely the supplier's responsibility, penalties below will apply.

If the supplier is NOT in charge of the transport:

In the event of the Supplier being late for putting goods at Action Against Hunger's disposal, a penalty of ten per cent (10%) of the total order amount (before tax), shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of Action Against Hunger.

If delivery does not take place one month after the agreed initial delivery date, the contract can be deemed void.

If delivery does not take place one month after the notification by Action Against Hunger of non-compliant or missing products, Action Against Hunger reserves the right to simply cancel the order and delivery of remaining quantities.

If the supplier is in charge of the transport:

In the event of the Supplier being late for delivering the products, a penalty of ten per cent (10%) of the total order amount (before tax) OR of the products to be delivered, shall apply per week of delay. Any fractional part of a week is to be considered a full week. These penalties do not apply in case of force majeure, or if the delay is the responsibility of Action Against Hunger.

If delivery does not take place one month after the set delivery deadline, the contract can be deemed void.

If delivery does not take place one month after the notification by Action Against Hunger of non-compliant or missing products, Action Against Hunger reserves the right to simply cancel the order and delivery of remaining quantities.

Since main transport is done by road, a flexibility of five (5) calendar days maximum after the Disposal / delivery date define in article 20.2 is accepted before calculation of delay and penalties.

23. Invoicing & Payment

24.1 Invoicing

Suppliers submitting an offer will detail the invoicing steps they offer for this contract, indicating if there is any percentage of down payment.

24.2 Payment

All payments will be exclusively made by cheque or bank wire transfer on behalf of the supplier, on his/her bank account in Sudan only.

The currency of payment is SDG.

The currency of payment is SDG and the preferred payment schedule will be 100 % payment after delivery and acceptance by Action Against Hunger of the total quantity of products. However, due to the current situation, AAH reserves the right to consider or discuss other options presented by bidders, duly justified. If any different payment method or schedule from AAH preferences is required, please specify it in the Annex C: pricing matrix.

To claim payments, the supplier must provide Action Against Hunger with the following documents for each lot/quantity supplied:

- Two original invoices
- Delivery notes signed by Action Against Hunger storekeeper/transporter.

Appendices

Appendix A: Technical Specifications

Appendix B: Supplier Questionnaire

Appendix C: Detailed Pricing Matrix

Appendix D: Action Against Hunger's Good Business Regulations

Appendix E: Action Against Hunger's Terms and Conditions

Appendix A: TECHNICAL SPECIFICATIONS and TECHNICAL OFFER

Lot #	Product	Unit of Measure	Total Required Quantities
1	Reusable Sanitary Pads	Set	26000
2	Under wear(Free size)	Pieces	26000
3	Solar Torch	Pieces	4000
4	Bag to contain all items with AAH and SIDA logo	Pieces	4000

Delivery Locations:

- 1) Central Darfur: AAH warehouse Zalingei in Central Darfur State
- 2) South Kordofan: AAH warehouse in Kadugli in South Kordofan State

Appendix B :

Supplier Questionnaire

Company Name:

Publication reference: SD-KH-000112

Company Name:	
Company Address:	
Contact Name:	
Contact Position / title:	
Contact Details (Phone / Email):	

Company Information:	
1	Is your company registered in Sudan? Please provide a valid copy of registration certificate from Sudan Trade Register
2	Is your company part of an international company?
Financial Information:	
3	Can you provide audited financial accounts upon request?
4	Please provide a certificate of solvency issued by your Bank on the bank Letterhead
Customer References:	
5	Please provide names and contacts of 3 customers (Humanitarian NGOs / public or private companies) to whom you have recently provided the same kind of products:
5.1	Ref 1:
5.2	Ref 2:
5.3	Ref 3:
Technical Capacity:	
6	Do you have stocks?
7	Where are they located? Specify below:
7.1	
7.2	
7.3	
Delivery Capacity:	
8	Do you have your own trucks / drivers for delivery?
9	Or do you work on a regular basis with a transport company? (if so, please name it)
10	Can you commit on a deadline for delivery (with penalties in case of delay)?
Documentation:	

11	Can you provide a detailed Bill of delivery?	
Financial Conditions:		
12	What is the validity of your offer? (Ideally 60 days minimum):	
13	Can you submit invoices in SDG?	
14	When do you issue the invoice?	
15	When do you expect payment?	

Appendix C: DETAILED PRICING MATRIX

Dignity Kits to AAH Warehouse in Kadugli Filed Office in South Kordofan State					
Description of article	Total Qty	Unit	Unit Price (VAT & Transportation) Included	Total Price (VAT & Transportation) Included	Currency
Reusable Sanitary Pads	9100	set			
Under wear(Free size)	9100	piece			
Solar Torch	1400	piece			
Bag to contain all items with AAH and SIDA logo	1400	piece			
Delivery lead time in Kadugli (South Kordofan):					
Payment conditions (preferred cheque or bank wire transfer, 100% after delivery). Please specify if any down payment or other payment method is required.					
Comments (please add any additional requirement or specification, if any):					

Dignity Kits to AAH Warehouse in Zalingei Filed Office In Central Darfur State					
Description of article	Total Qty	Unit	Unit Price (VAT & Transportation) Included	Total Price (VAT & Transportation) Included	Currency
Reusable Sanitary Pads	16900	set			
Under wear (Free size)	16900	piece			
Solar Torch	2600	piece			
Bag to contain all items with AAH and SIDA logo	2600	piece			
Delivery lead time in Zalingei (Central Darfur):					
Payment conditions (preferred cheque or bank wire transfer, 100% after delivery). Please specify if any down payment or other payment method is required.					
Comments (please add any additional requirement or specification, if any):					

Appendix D: Action Against Hunger's GOOD BUSINESS REGULATIONS

These Good Business Regulations are the ground for a professional working relationship between Action Against Hunger and the suppliers.

They are general regulations valid unless others particular conditions are mentioned in the contract. In case of conflicting terms within documents, the conditions of the contract or tender dossier will prevail on these Good Business Regulations.

I. Principles of the procurement procedures

Action Against Hunger has transparent procedures to award markets. Essential principles are

- *Transparency* in the procurement process
- *Proportionality* between the procedures followed for awarding contracts and the value of the markets
- *Equal treatment* of potential suppliers

Usual criteria to select a supplier are:

- Authorisation to perform the market.
- Financial and economic capacities
- Technical expertise
- Professional capacities

Usual criteria to award markets are:

- Automatic award (the cheapest offer complying with all requirements)
- Best value for money (price/quality ratio)

II. Misbehaviour, ineligibility, and exclusion

Action Against Hunger considers the following misbehaviour as a valid ground for a systematic exclusion of an awarding market procedure and for the termination of all working relationship and contracts:

- **Fraud** defined as any intentional act or omission relating to:
 - The use or presentation of false, incorrect or incomplete statements or documents, which has as its effect the misappropriation or wrongful retention of Action Against Hunger or institutional donors' funds
 - Non-disclosure of information, with the same effect
 - The misapplication of such funds for purposes other than those for which they were originally granted
-

- **Active corruption:** to deliberately promise or give an advantage to an official for him/her to act or refrain from acting in accordance with his duty in a way which damages or is likely to damage Action Against Hunger or institutional donors financial interests
- **Collusion:** the co-ordination of firms competitive behaviour, with the likely result that prices rise, output is restricted and the profits of the colluding companies are higher than they would otherwise be. Collusive behaviour does not always rely on the existence of explicit agreements between firms, but can also be tacit.
- **Coercive practice:** harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract.
- **Bribery:** to offer Action Against Hunger employees monetary or in kind gifts in order to gain additional markets or to continue a contract
- **Involvement in a criminal organisation** or any other **illegal activity** established by a judgement, by the US Government, the European Union, the United Nations or any other donor funding Action Against Hunger.
- **Immoral Human Resources practices:** exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors

Action Against Hunger will exclude from a procurement procedure any candidate or tenderer falling into one of the following cases:

- To be **bankrupt** or to be wound up, to have affairs administered by the courts, to have entered into an arrangement with creditors, to have suspended business activities, to be 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
- To have been **convicted of an offence** concerning professional conduct by a judgement that has the force of *res judicata*
- To have been **guilty of grave professional misconduct** proven by any means that Action Against Hunger can justify
- To have not 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 they are established or with those of the country where Action Against Hunger mission is operating or those of the country where the contract is to be performed
- They have been the **subject of a judgement** that has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests
- To have been declared to be in **serious breach of contract** for failure to comply with their contractual obligations in another previous procurement procedure

Action Against Hunger will not award contracts to candidates or tenderers who, during the procurement procedure:

- Are subject to a conflict of interest
- Are guilty of misrepresentation in supplying the information required Action Against Hunger as a condition of participation in the contract procedure or fail to supply this information

III. Administrative and financial sanctions

In the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices Action Against Hunger will impose:

- **Administrative sanctions:**

Administrative sanctions are the official notification of the misconduct to the relevant civil or commercial authorities and the immediate termination of all existing working relationships.

- **Financial sanctions:**

Action Against Hunger will request the reimbursement of the cost linked directly and directly to the conduct of a new tendering process or market award. If any, the tender or performance guarantee will be kept by Action Against Hunger.

IV. Information of and access for the Donors

Action Against Hunger will inform immediately the Institutional Donors and will provide all the relevant information in the event a supplier, candidate or tenderer is engaged in corrupt, fraudulent, collusive or coercive practices.

Furthermore, the contractors agree to guarantee a right of access to their financial and accounting documents to the representatives of Action Against Hunger's institutional donors for the purposes of checks and audits.

V. Documents to be a supplier.

Hereafter is the minimal documentation a contractor working with Action Against Hunger will have to provide:

- Personnel national ID document of the supplier/company representative
- Status and registration of the company
- Mission order or power of attorney authorising the representative to contact

Important note: Additional documentation may be required for a particular market.

In addition the contractor must have the capacity to issue invoices, receipts and waybills (or delivery notes), to provide a tax clearance certificate and certify documents with an official stamp.

VI. Anti-Corruption Policy

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistle-blower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistle-blower and to protect whistle-blowers against any possible retaliation. Reports are to be sent as follows: **ethic-mailbox@accioncontraelhambre.org**

TO BE FILLED OUT BY THE BID

I, undersigned*representative name*..... representative of ...*company name*..... certified that I have read and understood these regulations.

On behalf of the company I act for, I accept the terms of Action Against Hunger Good Business Regulations and I commit to achieve the best performances in the event*company name*..... is awarded a market.

By signing, I certify that*company name*..... has not provided, and will take all reasonable steps to ensure that it does not and will not knowingly provide material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or immoral Human Resources practices, such as the use of Child labour or overriding basic social rights and work conditions or the standards defined by the International Labour Organisation (ILO), particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions .

Last, I hereby certify that *company name* is not involved in any pending lawsuit, claim or action in the Company’s name, or on behalf of any other person or entity, against the Company, regarding fraud, corruption, bribery or any illegal activity, and has not been convicted guilty of such practices at any time.

All the supplier’s responsibilities mentions in this document extend to any supplier affiliates and subsidiaries.

Name:

Date:

Position:

Stamp:

Signature:

Appendix E:

Action Against Hunger's

TERMS AND CONDITIONS



ACTION AGAINST HUNGER

TERMS AND CONDITIONS of PURCHASE

ARTICLE 1: GENERAL PROVISIONS

The following general Terms and Conditions apply to all orders placed by Action Against Hunger with a supplier. The term "order" refers to any Action Against Hunger 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 Action Against Hunger and any specific terms and conditions in the purchase order or contract will prevail over these terms and conditions.

(5) years from the initial delivery date.

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 Action Against Hunger or by the forwarding agent appointed by Action Against Hunger.

All orders will be delivered in full, unless Action Against Hunger 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. Action Against Hunger 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.

Action Against Hunger 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, Action Against Hunger 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, Action Against Hunger 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 Action Against Hunger. On-compliant goods can be refused, without written prior agreement from the supplier, and returned by Action Against Hunger at the supplier's cost and risks within fifteen (15) calendar days of delivery. After this time Action Against Hunger will be responsible for costs incurred returning the goods.

Action Against Hunger 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 Action Against Hunger, 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 Action Against Hunger. If such an arrangement is agreed, details of the deposit will be clearly explained on all delivery slips and invoices.

ARTICLE 5: PACKAGING

The supplier agrees to supply goods and services that comply with technical specifications defined by Action Against Hunger, 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.

The supplier provides, at no additional charge, a 12-month guarantee (spare parts, labour and travel costs) for delivered goods commencing on the date of acceptance by Action Against Hunger. 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 Action Against Hunger 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 Action Against Hunger 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 Action Against Hunger.

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 Action Against Hunger if the failure to comply is not addressed in the fourteen (14) calendar days following formal notification by Action Against Hunger by registered mail with acknowledgement receipt.

Action Against Hunger 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 Action Against Hunger.

ARTICLE 10: PRICE

Unless stipulated otherwise by Action Against Hunger, 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 outside the European Union do not include VAT.

ARTICLE 11: INVOICING AND PAYMENT

Two copies of all invoices will be issued and sent to the Action Against Hunger 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.

Unless stated otherwise on the purchase order or contract, payments are to be made by [each mission to insert their payment mode] within [each mission to insert their payment delay] from the end of the month during which the invoice was received.

ARTICLE 12: ETHICAL AND ENVIRONMENTAL RESPONSIBILITY

Action Against Hunger reserves the right to refuse an order at any time if the supplier or one of its sub-contractors, affiliates or subsidiaries, provided material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates or is found guilty of fraud, active corruption, collusion, coercive practice, bribery, involvement in a criminal organization or illegal activity, or Unethical HR Practices. Those practices include the use of Child labour, sexual exploitation or abuse, overriding basic social rights and work conditions, and non respect of the standards defined by the International Labour Organisation (ILO¹), and ACF policies², particularly in terms of non-discrimination, freedom of association, payment of the legal national minimum wage, no forced labour, and the respect of working and hygiene conditions. Furthermore, Action Against Hunger is committed to limiting its environmental impact to a minimum and expects its suppliers and service providers to adopt a similar policy. Action Against Hunger reserves the right to use international supplier screening tools to check the suppliers record with regards to their possible involvement in illegal or unethical practices.

If you believe that the action of anyone (or a group of people) working or volunteering for Action Against Hunger programs is responsible for violating the above rules, you should file a report through the Whistleblower Email Hotline.

In order to enable the treatment, reports should give as precise information as possible; your name and contact are optional but encouraged. All reports are treated confidentially to the extent permissible by law. Action Against Hunger will use all reasonable efforts to preserve the confidentiality of the whistleblower and to protect whistleblowers against any possible retaliation. This article extends to any supplier affiliates and subsidiaries.

Reports are to be sent as follows: ethic-mailbox@accioncontraelhambre.org

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

Action Against Hunger purchase orders and contracts are governed by Sudanese Law. Any dispute between the supplier and Action Against Hunger with regards to the interpretation, execution and cancellation of an order will preferably be resolved amicably. Otherwise all litigation will be handled exclusively by the courts of Khartoum.

¹ ILO website: <http://www.ilo.org/global/standards/lang--en/index.htm>

² Available on www.actioncontrelafaim.org, www.actionagainsthunger.org, www.accioncontraelhambre.org