



Action Against Hunger Mission South Sudan

Our reference: PD-JUB-03208

SUBJECT: INVITATION TO TENDER FOR SUPPLY OF FOOD ITEMS

Dear Sir/Madam,

Action Against Hunger is looking for a suitable supplier to supply of Food Items; please find enclosed the following documents, which constitute the purchase dossier.

Action Against Hunger must receive any request for clarification in writing at least **2days** before the deadline for submission of quotation. 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 quotation proposals will not be reimbursed.

We look forward to receiving your tender at the address specified in the Instructions to Bidders before **14th November 2023 at 3:00 PM CAT** as stated.

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,

Tender /Procurement committee
Action Against Hunger
Juba - South Sudan

Our reference: PD-JUB-03208

Call for Tender For Supply of Food Items

Publication reference: PD-JUB-03208

Date of Publication: 2nd November 2023

Submission Deadline: 14th November 2023

Tentative Tender Opening: 16th November 2023

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.

Action Against Hunger (ACF) is an International Humanitarian Organization operating in South Sudan and providing humanitarian assistance to the vulnerable population through its Nutrition, Water Sanitation and Hygiene, Food security and Livelihood programs in Northern Bhar El Ghazal State, Awest and Aweil Centre Counties, Warrap State, Gogrial West and East counties, and Fangak region in Jonglei.

2. Purpose of the Call for Tenders

The purpose of this Call for Tenders is to **Supply Food items to Action Against Office in Maluakon, South Sudan**

The Call for Tenders aims at selecting reliable supplier(s) to supply the stated total quantities mentioned in this Call for Tenders cannot be considered as a firm commitment from Action Against Hunger.

The successful bidder will be triggered off by a Purchase Order issued by Action Against Hunger and will be submitted to the same conditions listed in the attached Quotation request.

A detailed description of the goods and services required by Action Against Hunger International is contained in the technical specifications (see APPENDIX 1- Technical specifications).

3. Call for Tenders Schedule:

DETAILS	DATE	TIME*
Publication date	2 nd November 2023	N/A
Deadline for submission of tenders	14 th November 2023	3:00 PM

Bid opening session by Action Against Hunger	16 th November 2023	TBC
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All times are in the local time **(CAT) Central African Time.**

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 under *Article 13* of the present document, to enter into a competitive dialogue with the shortlisted companies.

4. 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 in writing to the following address, ideally by email, up to three (3) calendar days before the deadline for submission of tenders, specifying the publication reference and the Tender title to: tender@ssd-actionagainsthunger.org

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

5. Eligibility

Participation in tendering is open on equal terms to any natural and legal persons or company

However, to comply with some of the Action Against Hunger's donors' rules, participants must clearly indicate their company's nationality and the origin of the items.

6. Instructions to submit an Offer

6.1 – Response Format

The bidder should pack its bid offer in a single folder, zip and submit it via the email address tender@ssd-actionagainsthunger.org by clearly indicating the dossier reference on the subject of the email.

The dossier reference is **PD-JUB-03208**

It is received no later than 14th November 2023, 3:00 pm

6.2 – 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) This bid should be completed with all required information such as:

- a. Proof of the company's valid registration documents, tax certificates and tax clearance in South Sudan; these legal documents should be submitted with the bid pack - failure to submit results in an automatic rejection.
 - b. A copy of bank statement for the last six months.
 - c. The details of the names, addresses, and contact telephone of three (3) clients for whom the same type of Supply/services were provided in various and dispersed geographic locations in the period of the last **Two Years**. Action Against Hunger reserves the right to contact these references, without notifying the Tenderer.
 - d. Strictly a 3-page Company profile – clearly indicating the physical address of the business.
- 2) "Pricing Matrix" or detailed Price offer with explanatory notes if necessary, attached/Annexed in this Tender Document. Note that only budgets in **US Dollars** will be accepted.
 - 3) "The Declaration of Compliance and Commitment to Respect Action Against Hunger Good Business Regulations" filled and signed by the duly authorized person.
 - 4) Action Against Hunger Terms and Conditions of Purchase (signed and approved by supplier)

Failure to provide all of the above and in the formats stipulated will 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 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.

Action Against Hunger reserves the right to select a shortlist of pre-selected suppliers, based on the criteria announced under article 13 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 period of **Ninety days (90) days** minimum from the deadline for submission of tenders.

However, the Prices and conditions defined in the Supplier Purchase Order signed with the selected supplier will be valid for **60 (days), Two Months** from the date of the Agreement signature.

9. Currency of tenders

Tenders must be presented in **US Dollar, VAT, AND ANY OTHER TAXES INCLUDED.**

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**.

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 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 the office by an Evaluation Committee made up of representatives of Action Against Hunger.

The contract will be awarded to the technically and administratively compliant tender that is the most economically advantageous, taking into account the quality (meets the technical specifications) of the supply offered and the price of the tender.

Tenders will be evaluated and selected based on the criteria listed below:

SELECTION CRITERIA.

Tenders will be evaluated and selected based on the criteria listed below:

- Bids should be submitted by email stated under article 6, sub-article 6.1. Submitting a hard copy shall result in automatic rejection.
- The bidder should have valid registration documents, tax certificates and tax clearance in South Sudan; these legal documents should be submitted with the bid pack - failure to submit results in an automatic rejection.
- Compliance with Action Against Hunger Good Business Regulations – the bidder should sign, stamp, and submit with the bid pack - failure to submit results in an automatic rejection.
- Price – competitiveness of the bidder's offer.
- Quality – the samples should be in line with the specifications; the bidder should submit the samples except for live chicken in ACF Juba office. For the live chicken, the winner bidder will be requested to bring the sample and get approval before delivery.
- Expiry date for the fresh milk should be more than six month. If it is below six month, results in an automatic rejection.
- Bidders' proof of past performance in the past two years
- Proof of financial stability - a copy of the bank statement for the last six months.

Mandatory Administrative Elements = Pass/Fail	Complementary Administrative Elements = 20%	Technical = 30%	Financial = 50%
<ul style="list-style-type: none"> • Bids submitted must be through the email tender@ssd-actionagainsthunger.org by clearly indicating the dossier reference on the subject. • Submission of proof of the company's valid registration documents, tax certificates, and tax clearance in South Sudan. • Compliance with Action Against Hunger Good Business Regulations – the bidder should sign, stamp, and submit with the bid pack. • Field visits – the bid committee shall conduct a field visit to verify the availability of original legal documents and the physical address of the company. 	<ul style="list-style-type: none"> • Bidders' proof of past performance – recommendation letters from at least three organizations for accomplishment of similar tasks in the past two years. • Proof of financial stability - a copy of the bank statement for the last six months (the bidder expected to demonstrate 40% of the total bid value). 	<ul style="list-style-type: none"> • Samples of the items - the samples should fit with the specifications. 	<ul style="list-style-type: none"> • A weighted scoring method shall be applied

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/her 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).

Within **Ten (10) working days** following the reception, the successful tenderer will sign, date and send back the contract. The successful tenderer will have to communicate the number and exact references of the bank account where the payments will be executed.

If the successful tenderer fails to sign and send back the contract within **Five (5) working days**, Action Against Hunger can consider after notification the award as null and void. The unsuccessful tenderer will be informed in writing 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 and Action Against Hunger is done according to Action Against Hunger Standard Supplier Purchase order Agreement

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 no 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, in particular where these have prevented fair competition.

Under no circumstances will Action Against Hunger be liable for damages, whatever their nature (in particular 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 have to read and understand the Good Business Regulations as defined by Action Against Hunger and introduced in the Appendix 4 of this tender dossier. The tenderers will have to fill and sign the Appendix 4. *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 delivery by the supplier of Food items to Action Against Hunger listed in the Annex 3 (*Detailed Pricing Matrix*)

19.1 Packaging requirements

The supplier is responsible for using a packaging that is suitable for the items and the transportation/shipping method, while being conform to the state of the art. The packaging should protect the **items** from any deterioration or contamination during the shipment, the handling and storage at final destination.

Invoicing of, or a deposit on, packaging shall not be accepted by Action Against Hunger, unless provided for in the order placed by Action Against Hunger.

Any deposit on packaging, eventually accepted by Action Against Hunger, shall necessarily be mentioned on the supplier's delivery slips.

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

19.2 Marking

Packaging must be duly labelled, in conformity with the delivery note.

20. Delivery conditions

20.1 Documentation

Action Against Hunger will be issuing the successful Tenderer(s) a Supplier Purchase Order bearing a reference to this Purchase Dossier Agreement for each delivery.

In return, and for each delivery, the supplier will issue:

- A delivery note, bearing the Purchase order number, the full designation and quantities of the delivery.
- A commercial invoice mentioning the Purchase Order number
- The delivery location will be at **ACF office in Maluakon, Aweil (NBEG state)**

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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.

20.2 Quality Guarantee

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

The supplier commits to provide Action Against Hunger with items that have not been exposed to premature deterioration. Products supplied by the Supplier should be covered by a **warranty** where applicable.

Appendix 1:**DETAILED PRICING MATRIX**

No.	Item description	Quantity	Unit	Unit Price (USD)	Total Price (USD)
1	"G00208 - Egg / Butter/ Dairy product (spec: Description: Fresh Milk: Weight/Volume: Fresh Milk 500 ML (24 packets per carton.	3,034	Carton/Box pack of 24 pieces		
2	"G00208 - Egg / Butter/ Dairy product (spec: Description : Eggs; Weight/Volume : 30 pieces per tray; Packaging : 30 pieces per tray	22,568	Trays/30 eggs per tray		
3	"G00206 - Meat / Poultry product (spec: Description : Live Chicken; Weight/Volume : 3-5kg each	1,197	Pc/chicken		

Note that the cost should include the transportation from supplier's warehouse to ACF office in Maluakon, Aweil (NBeG state) as the delivery is the responsibility of the winner bidder.

Appendix 2: BANK CERTIFICATE

Document to be copied by the BANK on its own Letterhead paper.

SOLVENCY CERTIFICATE

I undersigned(name).....

Acting in my quality of(position in bank).....

On behalf of Bank(bank Name).....

Having its registered address(bank address).....

And fully authorized to represent it,

Hereby certify that(Company name).....

Having its registered office in(Company address).....

And legally represented by(Company rep).....

Owens a company bank account in our bank agency.

I also certify that this company is solvent, that the company has not filed for bankruptcy and is not in a process of receivership or liquidation.

Appendix 3: PURCHASE TERMS & 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,

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

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 to Country Director by email cd@ssd-actionagainsthunger.org if there is no action taken, or the outcome is not satisfactory, or the Country Director is perceived to be involved, the report should be sent Whistleblower Email Hotline at: ActionAgainstHunger-usaConfidential@actionagainsthunger.org

ARTICLE 13: APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

Action Against Hunger purchase orders and contracts are governed by "Local" Law (according to South Sudan). 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 "City" (according to Juba)

Appendix 4:

Action Against Hunger GOOD BUSINESS REGULATIONS

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 is a nongovernmental, non-political, non-religious, non-profit organisation.

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 and Professional capacities

Usual criteria to award markets are:

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

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.

II. Misbehaviour, ineligibility and exclusion

Action Against Hunger considers the following misbehaviour (in accordance with its policies³) as a valid ground for a systematic exclusion of an awarding market procedure and

for the termination of all working relationship and contracts with suppliers or one of its sub-contractors, affiliates or subsidiaries.

- 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 as established by a judgement, by the US Government, the EU, the UN or any other donor funding Action Against Hunger.
- Unethical HR Practices: exploitation of child labour and the non-respect of basic social rights and working conditions of employees or subcontractors.
- Sexual exploitation or abuse: any form of sexual, psychological or verbal abuse, or physical harassment including the following practices: sexual harassment, sexual abuse, and sexual relations with children, sexual assault, sexual exploitation or any other contributions to the "sex market.

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.

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 enter 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
 - 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 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
- Cash Transfer transaction Services registration certificate from Bank of South Sudan
- 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. Action Against Hunger 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.

VII. PSEA (PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE)

Sexual Misconduct (Prevention of sexual and psychological harassment at workplace)

All Action against hunger partners and service providers need to take action to prevent sexual exploitation abuse and workplace sexual and psychological harassment within their staff

Recognizing that sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and, aligned with South Sudan legal framework commitment to the delivery of international assistance grounded in a human rights framework, the Organization declares and guarantees that it has in place, or will have in place within six (6) months of the Effective Date of the Agreement, a publicly available code of conduct (the CoC) to prevent, investigate and respond to sexual exploitation and sexual abuse.

The CoC shall be integrated across the Organization's operations and shall, at a minimum, include the following provisions:

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- a) Accountability processes integrated throughout the Organization, including roles and responsibilities to ensure monitoring of, and compliance with, the code of conduct;
- b) A mechanism for anonymous and confidential reporting and, fair and confidential investigative procedures to respond to all allegations of sexual exploitation and abuse;
- c) Training on prevention of sexual exploitation and abuse and remedial measures when misconduct is found;
- d) Measures including disciplinary action in cases of serious conduct.

The Organization shall provide a written copy of its CoC to all Personnel, Local Partners and Ultimate Recipients, and shall promote protection from sexual exploitation and abuse. The Organization shall ensure that Local Partners and Ultimate Recipients shall either: a) sign an attestation stating they shall respect the Organization's CoC, or b) adopt their own policies and procedures to prevent sexual exploitation and abuse that shall be in keeping with the goals and objectives of the Organization's code of conduct.

For the purpose of this contract, the following definitions apply:

- a) Sexual abuse: Actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. All sexual activity with a child is considered as sexual abuse.
- b) Sexual exploitation: Any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another
- d) Sexual harassment at workplace: The United States' Equal Employment Opportunity Commission (EEOC) defines workplace sexual harassment as "unwelcome sexual advances, requests for sexual favours, and other verbal or physical conduct of a sexual nature that affects (explicitly or implicitly) an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment"
- d) Protection from sexual exploitation and abuse (PSEA): The term used by the United Nations and non-governmental community to refer to measures taken to protect vulnerable people from sexual exploitation and abuse by their own staff and associated personnel.

Reports are to be sent to Country Director by email cd@ssd-actionagainsthunger.org if there is no action taken, or the outcome is not satisfactory, or the Country Director is perceived to be involved, the report should be sent Whistleblower Email Hotline at: ActionAgainstHunger-usaConfidential@actionagainsthunger.org

VIII. Safe guarding Policy Commitment

Action Against Hunger has zero tolerance towards all forms of harm and abuse. We take concerns and complaints relating to safeguarding issues involving our staff, partners and

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suppliers very seriously. We will take action to vigorously investigate and manage any violations or alleged violations of this policy

TO BE FILLED OUT BY the OWNER:

I, undersigned owner 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 ACF 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 Organization (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: