

**INVITATION TO BID
FOR
Provision of food assistance (in-kind) for flood affected people & non
flood affected people in District Peshawar & Nowshera**



INITIATIVE FOR DEVELOPMENT & EMPOWERMENT AXIS (IDEA)

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TENDER NOTICE

REF: - IDEA/PR-6793/FOODBASKET/PAK-1128-22/WHH/09/2022

A non-profit, non- governmental organization, invites sealed bids along with 03% bid security for all suppliers to the total quoted price under two envelop procedure from reputed vendor registered with Income Tax & Sales Tax, for Provision of Food Assistance (In-Kind) for flood affected people & non flood affected people in District Peshawar & Nowshera.

Bid documents containing details terms and conditions and specifications of the provision of Food Assistance (In-Kind) for flood affected people & non flood affected people in District Peshawar & Nowshera, can be obtained/download by clicking the link <http://www.idea.org.pk/ads.php>. Sealed Technical and Financial bids as per instruction in the ITB (Invitation to Bid) must be submitted at the address “**House# ID EAS Street # 1, Main Street Lalazaar colony university road Peshawar**”. Bids will be opened on the same day i.e. September 15, 2022 till 11:30 Hours in the presence of bidders (or their authorized representatives whoever opt to attend)

Procurement Section

Address: House# ID EAS Street # 1, Main Street Lalazaar colony university road
Peshawar.

Email ID: logistics@idea.org.pk, Website: www.idea.org.pk

Contact # 091-5610110

0344-9162866

INVITATION FOR TENDER

Date: Sep 08, 2022

Procurement of Food Basket

Initiative for Development & Empowerment Axis (IDEA) is a non-profit organization committed to aiding underprivileged and disaster affected communities in Khyber Pakhtunkhwa. IDEA is registered under the Voluntary Social Welfare Agencies (Registration & Control) Ordinance 1961; in 2003, having registration # 2172.

Initiative for Development Empowerment Axis (IDEA) with the financial assistance of WHH is implementing a project named "Strengthening resilience to rising food prices in eleven Welthungerhilfe partner countries.

Deutsche Welthungerhilfe (WHH) was established in 1962. It is today one of the largest private organizations working in the area of development cooperation and humanitarian aid in Germany. The organization is non-profit-seeking, non-partisan and non-denominational. Donations from the population at large fund our work in over 40 countries in Africa, Asia and Latin America. In addition, WHH receives grants from the Federal German Government, the European Union, and the United Nations for International Development.

The Department for International Development (DFID) is a United Kingdom government department responsible for administering overseas aid. The goal of the department is "to promote sustainable development and eliminate world poverty". DFID's main Program areas of work are Education, Health, Social Services, Water Supply and Sanitation, Government and Civil Society, Economic Sector (including Infrastructure, Production Sectors and Developing Planning), Environment Protection, Research, and Humanitarian Assistance.

In order to procure "**Food Basket (In-Kind)**" Initiative for Development Empowerment Axis (IDEA) is inviting qualified and experienced company/suppliers for the supply of the following goods/items:

Package 1: Food Basket

1. Fortified Wheat Flour
2. Pulses (Daal Chana)
3. Pulses (Daal Mash)
4. Pulses (Lal Lobya)
5. Rice
6. Black Tea
7. Sugar
8. Cooking oil
9. Salt (iodized)

Syed Saad Khan

Logistic & Procurement Officer

House# ID EAS Street # 1, Main Street Lalazaar colony university road Peshawar.

Contact # 091-5610110-03449162866

Email ID: logistics@idea.org.pk

Initiative for Development & Empowerment Axis (IDEA)

INSTRUCTIONS TO TENDERERS

By submitting a tender, tenderers fully and unreservedly accept the conditions of this call for tenders, which will constitute the governing the contract as the sole basis of this tendering procedure, whatever the tenderers own conditions of sale may be, which they hereby waive. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender dossier. Failure to submit a tender containing all the required information and documentation within the deadline specified will lead to the rejection of the tender. No account can be taken of any remarks in the tender relating to the tender dossier; remarks may result in the immediate rejection of the tender without further evaluation.

To be eligible to take part in this tender procedure, tenderers must prove to the satisfaction of the Contracting Authority that they comply with the necessary legal, technical and financial requirements and have the means to carry out the contract effectively. Participation is open to neutral persons and legal persons participating either individually or in a grouping (consortium) of tenderers.

The foreseeable timetable for this procedure is as follows:

Description	DATE	TIME in PST
Deadline for submission of tenders	Sep 15, 2022	10:00 AM
Tender opening session	Sep 15, 2022	11:30 AM

- i. The bidder/ proponent must submit the proposals in separate sealed envelopes and as per specified procurement method two envelope procedures.
- ii. The proposal shall be clearly marked on the outer side" Technical proposal" and "Financial proposal".
- iii. The proposal shall be written in English language. Overwriting in the proposal is strictly prohibited.
- iv. Tenderers who present their bids after stipulated time or incomplete bids will be excluded from the tender evaluation process.
- v. Tenderers may alter or withdraw their tenders by written notification prior to the deadline for submission of tenders No tender can be altered after this deadline. Withdrawals must be unconditional and will end all participation in the tender procedure.
- vi. Any such notification of alteration or withdrawal must be prepared and submitted in outer envelope must be marked 'Alteration' or 'Withdrawal' as appropriate.

- vii. No tender may be withdrawn in the interval between the deadline for submission of tenders
- viii. Costs of preparing tenders: No costs incurred by the tenderer in preparing and submitting the tender are reimbursable. All such costs will be borne by the tenderer.
- ix. Ownership of tenders: The Contracting Authority retains ownership of all tenders received under this tender procedure. Consequently, tenderers have no right to have their tenders returned to them.
- x. In case of calculation mistakes from the bidder in the submitted tender document, the unit price will be conserved.
- xi. The envelopes should have the name, address and contact details of the addresses and the addressors.
- xii. Suppliers who do not receive written feedback within 2 weeks after expiry of the IFT deadline have not been successful, and will not be informed in writing or via email.
- xiii. The bidder shall specify validity of quotation or bid in days, the submitted bid IDEA may under exceptional circumstances request for extension in bid validity.
- xiv. Collusion between the firms is strictly prohibited. Any firm / group of firms found involved in creating a cartel or any other collusion arrangement against the interest of the project, will be blacklisted and debarred.
- xv. The procuring entity may reject one or all such proposals, which are vague (In terms of financial proposal) or does not adhere to these tender instructions.
- xvi. The procuring entity may offer for re-bidding in case the proposal does not satisfy its professional requirements.
- xvii. Contract will be signed with the successful bidder and its terms and conditions will govern the executive of the contract.
- xviii. In case public holiday, is announced by the Government (due to any reason) the tender will be open on next working day at the same time and venue.
- xix. In case of any ambiguity the supplier has the right to contact via email to contracting authority within due time span.
- xx. The Supplier must quote only one option for each item. Bids received with more than one options and rates may be rejected.
- xxi. Suppliers must not be engaged in any corrupt, fraudulent, collusive or coercive practices including but not limited to applying/ bidding by multiple names / companies. If any bidder is found to be involved in such practices his/her bid may be rejected and the companies in question permanently black listed
- xxii. Under two envelope procedure, technical bids will be evaluated in the first stage as per technical qualification criteria and in the second stage, the

financial bids of the technically qualified firms/bidders will be open. The financial bids of the unqualified bidder will be returned unopened.

- xxiii. Samples Inspection:** As per criteria the top three qualified bidder shall submit samples for inspection. The samples will be return on request of supplier after successful delivery of items to actual destination within 10 working days.

The property of the samples remains to tenderer/sender and are to be delivered and collected at the cost of the tenderer. After tender evaluation the samples can be collected at the address of sample delivery. If not collected within 07 days of the closing of the tender the property of the samples will be change to contracting authority.

- xxiv. Delivery Schedule:** All the items shall be delivered within 10 working days after signing of contract with consultation of contracting authority (IDEA)

- xxv.** After issuance of contract, the supplier must take care of packaging of all items and should avoid any transport damages. In case of any transport damage of items, the bidder will be held responsible to replace the items immediately.

- xxvi. Delivery Location:** All the items shall be delivered to District Peshawar & Nowshera.

- xxvii. Delivery Location:**

S#	Packages	Number of beneficiaries	UC	Location of Dumping
01	400	400	Palosai	District Peshawar
02	1300	1300	Nahqi	District Peshawar
03	1300	1300	Kheshgi	District Nowshera

- xxviii. Bid Validity:** Bids shall be valid for a period of 60 days.

- xxix. Performance Guarantee:** The successful bidder will submit Bid security @ 03% of the total contract value as performance guarantee in the form of pay order/demand draft/bank guarantee on the name of contracting authority.

- xxx.** The 03% bid security will be return to the supplier within 10 working days after successful delivery of all items to actual destination

- xxxi. Bid Currency:** Currency shall be Pakistani Rupees (PKR).

- xxxii. Bid Price:** The prices must be inclusive of all taxes, duties, delivery / transportation, loading / unloading, packaging and allied costs up to the point of delivery.

- xxxiii. Packages:** All the bidders may apply for one or all packages, evaluation will be package wise and contract will be awarded to the successful bidder in each

package as per set criteria.

- xxxiv. **All required food items mentioned in the IFT** can only be provided in original company packing with proper seal and required in original packing
- xxxv. **Verification:** All food items will be verified by 3rd party, the third party inspection is must because of food items.
- xxxvi. **Cancellation of the tender procedure:** Tender evaluation committee reserves the right to cancel/reject any or all offers by assigning cogent reason.
- xxxvii. **Appeals Process:** Bidders reserve the right to make an appeal relevant to the tender criteria. The appeal should be in writing attention to IDEA head of Program within 5 working days after bid opening procedure.
- xxxviii. **Data protection:** IDEA guarantees that all procurement activities are fully and transparently documented for internal or donor audit purposes. IDEA guarantees confidentiality of the procurement process.

1. General Condition:

- a. All offered commodities must be sound, fair and in merchantable quality. The quality must be in line with the specifications stated in this tender pack.
- b. All offered products according to national/international standards such as ISO certification, where applicable.
- c. We prefer one single supplier but we reserve the right to divide the order into lots and order from various tenderers if needed.
- d. Timely arrival in accordance with the negotiated delivery periods is of utmost important.
- e. Part shipments are not allowed without authorization of the Contracting Authority
- f. The Contracting Authority holds the right to change quantities and slight changes to the technical specifications if required.
- g. The origin of all products needs to be indicated in the offer.
- h. In case an alternative to the specified items is offered, this must be clearly indicated and excessively documented.

TENDER CONTENT

The tender bid must include the following documentation so please use the list below as a 'Checklist' before submitting the tender pack to IDEA.

1. Prices must be Inclusive of all govt applicable taxes, loading unloading transportation charges etc.
2. Tenderers Declaration (Signed/stamped)
3. Valid NTN & STRN Certificate (with proof of being active).
4. Relevant verified purchase orders/contracts copies. The contracting authority has the right to verify all the submitted purchase orders, where necessary.
5. Affidavit on a stamp paper stating that the bidder has never been blacklisted by any government/semi-government, NGO and INGO.
6. Proof of professional expertise for the trade you are registered in.
7. Proof of past valid experience as a registered entity with payment statement history which is related to the tender field.

a. ELIGIBILITY OF APPLICANTS/SUPPLIER.

Following are the mandatory eligibility criteria for supplier/bidder:

- i. Bidder must be a registered company with competent authority.
- ii. Bidder must not be a bankrupt or in the going process of bankrupt
- iii. Bidder must be valid sales tax and income tax registered and must on active tax payers list.
- iv. Affidavit must provide on a stamp paper stating that the proponent has never been blacklisted by any government/semi-government organizations NGO or INGO.

SELECTION CRITERIA

All the bids shall be evaluated under single stage two envelope procedures, where in the first stage technical bids will be opened and evaluated as per following technical qualification criteria. The bidders who score at-least **30** marks out of **40** will be technically qualified. Financial bids of the technically qualified bidders will be opened. The financial bids of the unqualified bidders shall be returned unopened.

b. TECHNICAL QUALIFICATION CRITERIA

S. No	Criteria	Marks	Documentary Evidence
1	Bidder must be a registered company/firm with competent authority	05	Proof of Authorization/Registration
2	Delivery Time/Work plan	15	Written proof that delivery will be made as per delivery schedule of contracting authority.
3	The Bidder/Supplier should have a documented track of completing at least three (3) similar assignments, during last four (4) years, involving the supply of comparable scale as register entity (5 marks for each assignment)	15	Valid Purchase Order/ Contracts/ Completion Certificates/ Registration Certificate
4	Bidder must ensure that the Food items must be certified from ISO.	05	Declaration on Judicial Stamp Paper/Company Letter Head

c. FINANCIAL EVALUATION CRITERIA:

Financial bid of the technically qualified bidders will be open in the presence of the bidders or their representatives. Maximum marks for financial evaluation will be **50**.

d. SAMPLE EVALUATION:

All the bidders must submit their samples along with bid. The samples of those bidders who fulfills the basic eligibility criteria and obtain maximum marks in the Technical and financial evaluation will be evaluated first. Maximum marks for the sample evaluation are **10**, which will be awarded based on the lab report.

e. FINAL EVALUATION:

Contract will be awarded to the bidder who fulfills the basic eligibility criteria and obtains maximum accumulative marks in the Technical, Financial and sample evaluation and whose sample is according to the required specifications.

PRICE SCHEDULE & SPECIFICATIONS

Please quote your price for package. The unit price is in PKR. inclusive of all govt applicable taxes, loading/unloading and Transportation to District Peshawar & Nowshera on this form or company letter head along with your sign and stamp on each page or in the same manner on your letter head. All supplies are to be delivered at District Peshawar & Nowshera.

S.No	Package	Specification Required	Items Required	Unit Price in PKR including taxes & duties	Total Price in PKR including taxes & duties
1	Fortified Wheat Flour	Wheat Flour Moisture 11-11.5 % Total Ash 1.3-1.5 % Max Water Absorption 70% and above Gluten 9-10% Crude Fiber 2.3-2.5% Packing: 20 KG in each bag All flour bags must be clean, Dry, undamaged and firmly sewn. (4 Bags for each beneficiary)	12000 Bags		
2	Pulses (Daal Chana)	Moisture 14% max., Time of cooking 45 minutes max. Without pre-soaking, Heated grains 0.05% max. Good quality or grade A Packing: 3 KG in each bag (3 KG Bag for each beneficiary)	9000-KG (3000 Bags)		
3	Pulses (Daal Mash)	Moisture 14% max., Time of cooking 45 minutes max. Without pre-soaking, Heated grains 0.05% max. Good quality or grade A Packing: 3 KG in each bag (3 KG Bag for each beneficiary)	9000-KG (3000 Bags)		
3	Pulses (Lal Loby)	Moisture 14% max., Time of cooking 45 minutes max. Without pre-soaking, Heated grains 0.05% max. Good quality or grade A Packing: 3 KG in each bag (3 KG Bag for each beneficiary)	9000-KG (3000 Bags)		
5	Rice	RICE, white, long grain, 10% broken Moisture Maximum 14% Good quality or grade A Analysis of contaminants must state that the Rice is "fit for human consumption". Packing: 10 KG in each bag (10 KG Bag for each beneficiary)	30000-KG (3000 Bags)		

S.No	Package	Specification Required	Items Required	Unit Price in PKR including taxes & duties	Total Price in PKR including taxes & duties
6	Black Tea	Branded as per ISO standard Water extract min. 32% Total Ash maximum 8%, minimum 4%, Ratio of water soluble of total Ash 45%, Ash insoluble in acid 1% Analysis of contaminants must state that the black tea is "fit for human consumption". Packing 01 Kg in each bag	3000-KG (3000 Bags)		
7	Sugar	WHITE SUGAR Polarization, Min. 99.7 degrees, Moisture, Max. 0.1%, Ash Max 0.04%, Invert. Sugar, Color Max. 60 Icumsa units Analysis of contaminants must state that the sugar is "fit for human consumption". Packing: 05 KG in each bag (05 KG Bag for each beneficiary)	15000-KG (3000 Bags)		
8	Cooking oil	ISO certified cooking Ghee. 5 pouch in one carton without nozzle (1 Carton for each beneficiary) Packing: 05 KG in each carton	15000-Liters (3000 Carton)		
9	Salt	Salt (iodized) ISO certified from reputable quality. Packing: 800 Gram (800 Gram packet for each beneficiary)	(3000 Packets)		
Grand Total					

Signature & Stamp of Bidder: _____

Name of Bidder: _____

Contact Number of Bidder: _____

Office Address of Bidder: _____

TENDERER'S RELEVANT EXPERIENCE

Please complete the table below using the format to summarise the **major relevant services** carried out in the course of the past **3** years by the tender. The number of references to be provided must not exceed **15** for the entire tender.

NGO/ Company Name	Contact Details in NGO/Co.	Country	Total Contract Value	Dates	Description of Contract	Related Services Provided

Note: Please provide copies of the previous verified purchase orders/contract.

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

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

- 1) **Price:** The prices stated on the order/contract shall be held firm for the period and / or quantity unless specifically stated otherwise.
- 2) **Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to IDEA in relation to the performance of the contract.
- 3) **Assignment:** The supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the buyer.
- 4) **Corruption:** The supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.
- 5) **Confidentiality:** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of IDEA and be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1) The Supplier may not communicate at any time to any other person, government or authority external to IDEA, any information that has been compiled through association with IDEA which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

- 6) **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of IDEA in connection with its business or otherwise.
- 7) **Observance of Law:** The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.
- 8) **Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

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

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

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

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

10) Warranty: The supplier shall provide the buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent, then at the choice of the buyer the supplier will either replace the item at their cost or reimburse the buyer.

11) Inspection and Test: The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

The Contracting Authority shall be entitled to inspect, examine measure and test the components, materials and workmanship, and check the progress of preparation, fabrication or manufacture of anything being prepared, fabricated or manufactured for delivery under the contract, in order to establish whether the components, materials and workmanship are of the requisite quality and quantity. This shall take place at the place of manufacture, fabrication, preparation or at the place of acceptance or at such other places as may be specified in the Contract.

This inspection on quality and quantity shall also be executed by an independent surveyor company at time and place prior or at loading / unloading (before shipment to the warehouse). One inspection per supplier will be on account of the Contracting Authority. Any additional inspection shall be on account of the Supplier. Goods not meeting agreed quality will be rejected. In case goods are rejected, the Supplier will contractually be obliged to pay already incurred fees for rejected goods and also for such fees which will become payable to the inspection company due to multiple interventions and/or fruitless visits and for goods inspected but eventually remained unshipped.

12) Changes: The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 15 days from being notified of any change.

13) Export License: If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses.

14) Payment Terms: Unless otherwise agreed, payment terms will be made within 10 working days from receipt of a correctly prepared invoice, goods received notes issued by the delivery locations & delivery challans.

- i. Payment shall take place in the currency of the Contract.
- ii. Payments due by the Contracting Authority shall be made through cross cheque to the contractor.
- iii. Pre-financing will not be granted.
- iv. Payment shall take place according to Cash against documents (CAD) within 10 working days of the reception at the warehouse/delivery point. The order sum cannot be subdivided into partial payments.

15) Ethics: The Code of Conduct to which Concern expects all of its suppliers to respect is as follows;

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

- Local labor laws are complied with.
- Social rights are respected

15.1) Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

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

16) Rights of IDEA: If the supplier failed to perform his job which is mainly supply of goods/items to the already identified sites/places within the stipulated time period with good quality as per the TORs of the contract, Then IDEA while giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Impose a penalty of 0.5% day for the whole amount of the contract / purchase order.
- Terminate the contract and forfeit the performance guarantee.

17) Rights of access for test purposes:

IDEA is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes.

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

19) Penalties

Delivery schedule will be negotiated and fixed in order. In the event of delay in delivery caused other than by force majeure, the Contracting Authority is entitled to make use of a penalty of 5/1000 per calendar day of the total value of the consignment still to be delivered. The penalty will be deducted from the invoice. In the event of incomplete delivery caused by the Supplier, the Contracting Authority is entitled to deduct the losses from the invoice. In case of damaged cargo caused by inappropriate packaging the Contracting Authority reserves the right to deduct from the relevant order sum an amount according to the variance to the requested specification. In case the quality is not in line with specifications initially agreed by both sides, the Supplier has to inform the Contracting Authority as soon as possible. Goods not meeting agreed quality can be rejected by the Contracting Authority, but if the Contracting Authority accepts these goods a deduction from the order sum and a penalty will be negotiated.

20) Anti-Money Laundering and Anti-Terrorism Financing Policy

“It is the policy of the IDEA to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorism or criminal activities” by complying with all applicable requirements under the Anti-Money Laundering Act 2010 (Act No. VII of 2010 - an Act to provide for prevention of money laundering) and Anti-Terrorism (Second Amendment) Act, 2014 and its implementation regulations. Recently under the national action plan and SECP regulations money laundering has been identified as a major cause for corruption and criminal activities. Therefore, IDEA is very sensitive to ensuring that our platform is not used for any such purposes.

TENDERER'S DECLARATION

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

- 1 We have examined and accept in full the content of the dossier for invitation to tender and We hereby accept its provisions in their entirety, without reservation or restriction.
- 2 We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction:
Package No 1: *[description of supplies with indication of quantities and origin]*
- 3 The price of our tender is mentioned in the price schedule
- 4 We will grant a discount of [%], or [...] [in the event of our being awarded Package#... & Package#..].
- 5 This tender is valid for a period of 60 days from the final date for submission of tenders.
- 6 We will inform IDEA immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
- 7 We note that IDEA is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
- 8 We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
- 9 We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, IDEA reserves the right to terminate the contract with immediate effect.
- 10 We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations
- 11 We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judical.
- 12 We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify
- 13 We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed
- 14 We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests



Name and function:

Signature and Stamp:

Date: _____

Duly authorised to sign this tender on behalf of:

ANNEXURES

Supplier qualification

Company name	
Legal form	
Number of employees	
Nationality of company	
Postal address	
Visitors address	
Telephone number	
Email address	
Website	
Name of Managing Director	
Sales & marketing contact person	
Range of services provided by the company (company portfolio)	
Remarks	

Note: IDEA carries out projects in the field of humanitarian aid and development cooperation which are financed by the European Community, among others. Part of this qualifying process for our suppliers is the following declaration by your company (in accordance with European Union rules and conditions for the awarding of contracts for services, supplies of goods and construction services).

IDEA supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for businesses that are committed to aligning their operations and strategies with ten universally accepted principles in the areas of human rights, labour, environment and anti-corruption. By doing so, business, as a primary driver of globalisation, can help ensure that markets, commerce, technology and finance advance in ways that benefit economies and societies everywhere.

Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

The Global Compact is global and local; private and public; voluntary yet accountable.

Further information is available on this website in different languages:

<https://www.unglobalcompact.org>

Supplier qualification

We, _____ (name of company) hereby declare that

- a) we are not in bankruptcy proceedings, judicial insolvency proceedings or in liquidation, that we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions,
- b) we have not received a sanction by legally binding judgment for reasons which bring into doubt our professional reliability,
- c) we comply with our duty to pay social insurance contributions, taxes or other levies in accordance with the legal provisions of the state in which we have our office, the state of the consignee, or the state where the contract is performed,
- d) we have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of the European Communities,
- e) no serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from the Community budget,
- f) we are providing you with all the information required in connection with participation in a tender,
- g) in respect of contracts which are ultimately paid for out of European Community funds, no one has accused us of breach of contract due to gross violation of our contractual obligations,
- h) we have not been excluded as a contract partner by the European Community due to ethical issues,
- i) we assure the European Commission, the European Anti-Corruption Bureau and the auditors of the European Community reasonable access on demand to our business and accounting documents for the purpose of checks and audits,
- j) we respect basic social rights and condemn child labor.

We support the goals of the United Nations Global Compact <https://www.unglobalcompact.org>

Date, company name, signature, name in block capitals, company stamp.

Annex II. Declaration of Impartiality and Confidentiality

I undertake neither to disclose such information to any person who is not already authorized to have access to such information, nor to discuss it with any person in any public place or where others could overhear it.

(Name in Block letters, Date, Signature)

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I furthermore undertake to use this information only in the context, and for the purposes of, the evaluation of this specific call.

After the conclusion of the evaluation, I undertake not to retain copies of any written information, as well as any templates or models used in the course of my duties.

I understand that any unauthorized disclosure by me will result in the termination of my role as a member of this evaluation committee and may also render me liable to legal action.

I undertake to maintain this duty of confidentiality after the conclusion of my term as a member of this evaluation committee.

Name	Function	Representing	Signature

Signed at..... on

¹ To be completed by all persons involved in an evaluation process, including members of the evaluation committee, whether voting (i.e. the evaluators) or non-voting and any observers.

Welthungerhilfe and IDEA Supplies/vendor provider Declaration Form

Note: This Supplier/vendor Declaration Form, including your certification by signature, is part of the qualification procedure for our supplier's providers. If you do not fully complete this form, you may be disqualified from the tender.

1. Supplier/vendor provider information

By signing the certification at the end of this Supplier/vendor Declaration Form, you confirm that all information submitted in sections 1.1 and 1.2 below is true and complete.

Information about your business

Please provide the following information about your business and attach a copy of your company's legal registration document if available.

Business name	
Legal form <i>If the service/supplier provider is not a registered company, write "not registered."</i>	
Year founded	
Country where established	
VAT or registration number	
Bank details <i>Include the account holder's name, bank name, IBAN, SWIFT code, and currency used.</i>	
Physical address, email address, and website	
Contact Sales and marketing	
Range of products and services provided (Portfolio)	
Other information	

Information about your managing officials

Welthungerhilfe and IDEA upholds high moral standards regarding the conduct of its employees, partners, suppliers, and other service providers. As discussed in part 2.3 below, one of these standards is a condemnation of terrorism and a commitment that no funds or other resources will be used to support terrorists or terrorist activities in any way. Not only is this standard an integral part of how

Welthungerhilfe and IDEA works, but it is also an expectation of our institutional donors and banks that we screen our suppliers and service providers against lists of known and suspected terrorists on a regular basis.

For this reason, we are required to collect certain information about the relevant decision makers of each supplier. In particular, we request information about your top 4 managing officials (e.g., executive board members, managing directors, or heads of department). Generally, these are the individuals listed on your company's registration document. If your company has fewer than 4 managing officials, please provide details for all of your managing officials and let us know this fact when submitting the form.

The data collected below will only be used for comparison with freely accessible international sanctions lists published on the internet and will be protected in accordance with applicable data protection laws. If you have any questions how your data will be processed or stored, please talk to your contact at Welthungerhilfe or send an email to screening@welthungerhilfe.de.

Managing official 1			
Full name <i>(given name followed by middle and surname)</i>			
Nationality			
Address <i>(at a minimum, country of residence)</i>			
Gender <i>(optional)</i>			
Birthdate	Date:	Month:	Year:
Managing official 2			
Full name <i>(given name followed by middle and surname)</i>			
Nationality			
Address <i>(at a minimum, country of residence)</i>			
Gender <i>(optional)</i>			
Birthdate	Date:	Month:	Year:

Managing official 3			
Full name <i>(given name followed by middle and surname)</i>			
Nationality			
Address <i>(at a minimum, country of residence)</i>			
Gender <i>(optional)</i>			
Birthdate	Date:	Month:	Year:
Managing official 4			
Full name <i>(given name followed by middle and surname)</i>			
Nationality			
Address <i>(at a minimum, country of residence)</i>			
Gender <i>(optional)</i>			
Birth date	Date:	Month:	Year:

1. Welthungerhilfe policy statement

Welthungerhilfe supports the goals of the UN Global Compact

The UN Global Compact is a strategic policy initiative for organizations that are committed to aligning their operations and strategies with the following 10 universally accepted principles in the areas of human rights, labour, environment, and anticorruption:

Human rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining.
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labor and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

Environment

- Principle 7: Businesses should support a precautionary approach to environmental

challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

Anti-corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

Further information about the UN Global Compact is available (in a variety of languages) at <https://www.unglobalcompact.org>

Welthungerhilfe adheres strictly to its own Code of Conduct

Welthungerhilfe's own Code of Conduct builds upon the principles of the UN Global Compact and is an integral lodestone in all of Welthungerhilfe's work. All Welthungerhilfe suppliers are expected to act in accordance with the values of our Code of Conduct, which are as follows:

- The highest standards of personal and professional conduct
- No religious or political activities when representing Welthungerhilfe
- No discrimination
- Responsibility for health and safety
- No sexual violence
- Child protection
- Responsible handling of personal data and information
- Responsible use of resources
- No supporting of terrorism or money laundering
- No corruption
- Avoiding conflicts of interest
- No work under the influence of alcohol or drugs
- No carrying of weapons
- Obligation to report concerns, suspicions, and knowledge of Code of Conduct violations

The full Code of Conduct is available at the following link:

<https://www.welthungerhilfe.org/about-us/transparency-and-quality/code-of-conduct/>

By signing this Supplier Declaration Form, you explicitly agree to comply with these principles.

Welthungerhilfe (WHH) renounces all forms of terrorism and money laundering

Welthungerhilfe renounces all forms of terrorism and will never knowingly support, tolerate, or encourage terrorism or the activities of those who embrace terrorism or money laundering. Consistent with guidance issued by the United Nations Security Council and the European Union, Welthungerhilfe is firmly committed to the international fight against terrorism and, in particular, against the financing of terrorism. Accordingly, Welthungerhilfe screens its suppliers and their relevant decision makers against lists of known and suspected terrorists to ensure that none of its or its donor funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism or money laundering. By submitting an offer, suppliers and service providers agree to this screening process, including the obligation to provide the information required to conduct the screening (see parts 1.1 and 1.2 above).

Supplier/vendor provider declaration

We, _____ (name of company) hereby declare that

- a) all of the information submitted in parts 1.1 and 1.2 above is true and complete;
- b) we are not in bankruptcy proceedings, in judicial insolvency proceedings, or in liquidation, and we have not ceased our commercial activities and are not in a comparable situation by virtue of similar proceedings referred to in the national legal provisions;
- c) we have not received a sanction by legally binding judgment for reasons that bring into doubt our professional reliability;
- d) we comply with our duty to pay social insurance contributions, taxes, and other levies in accordance with the legal provisions of the jurisdiction in which we have our office, the jurisdiction of the consignee, and the jurisdiction where the contract is performed; we assure that we will comply with the legislation applicable and common standards in terms of wages, social legislation, and occupational safety and health;
- e) we have not received a legally binding sentence due to fraud, corruption, participation in a criminal association, or another act directed against the financial interests of another legal or natural person;
- f) no serious breaches of contract due to non-performance of our contractual obligations have been ascertained in connection with another contract or a contract awarded from any institutional donor involved in development cooperation, humanitarian assistance, or other public financing work (hereinafter "institutional donor");
- g) we are providing you with all the information required to participate in a tender, and all information submitted in relation to this tender is true and complete;
- h) in respect of contracts that are ultimately paid for out of the funds of an institutional donor, no one has accused us of breach of contract due to gross violation of our contractual obligations;
- i) we have not been excluded as a contract partner by any institutional donor due to ethical issues;

- j) in the event we are chosen as the supplier for any Welthungerhilfe project, we assure to Welthungerhilfe, to any institutional donor involved in the project, and to auditors engaged by either Welthungerhilfe or such institutional donor that they will have reasonable access on demand to our business and accounting documents for the purpose of checks and audits;
- k) we respect basic social rights and condemn child labor;
- l) we understand that Welthungerhilfe will conduct a check to ensure that neither our company nor our top four managing officials appear on any lists of known or suspected terrorists issued by our institutional donors or the governments of which they are a part;
- m) we support the goals of the UN Global Compact; and
- n) we act in accordance with the values of Welthungerhilfe's Code of Conduct.

Location, Date

Name, Signature